



Insolvency, Restructuring and
Recovery Practitioners

BLOEMFONTEIN
NORTHBRIDGE MALL
KENNETH KAUNDA ROAD
BLOEMFONTEIN
9301

✉ 29, BLOEMFONTEIN, 9300
DOCEX 20 - BLOEMFONTEIN

☎ (051) 403 6600

☎ (051) 403 6714

wouter@cktrust.co.za

CAPE TOWN
UNIT 1
SIR BENJAMIN PROMENADE
OXFORD STREET
DURBANVILLE
7550

✉ 3065, TYGERVALLEY, 7536
DOCEX 49 - TYGERBERG

☎ (021) 910 2902

☎ (021) 910 1573

cktrust@cktrust.co.za

JOHANNESBURG
222 RIVONIA ROAD
ENTRANCE: 1 MICHELLE STREET
BLOCK A – GROUND FLOOR
MORNINGSIDE CLOSE
MORNINGSIDE
2196

✉ 4078, RIVONIA, 2182
DOCEX 61 – RANDBURG

☎ (011) 656 3662

☎ (011) 656 3663

leon@cktrust.co.za

PORT ELIZABETH
50A PICKERING STREET
NEWTON PARK
PORT ELIZABETH
6045

✉ 2157, GREENACRES, 6057

☎ (041) 585 1313

☎ (041) 364 3006

gavin@cktrust.co.za

OUR REF: C COOPER / G HARTMAN
YOUR REF: MR J SMIT – E30/2024

DATE: 05th AUGUST 2024

MASTER OF THE HIGH COURT GRAHAMSTOWN

Per Docex: DOCEX 7, GRAHAMSTOWN

Dear Sir

RE: INSOLVENT ESTATE: MARK DESMOND OBEREM
Masters Ref: E30/2024

**WE REFER TO THE ABOVEMENTIONED MATTER AND WOULD LIKE TO APPLY FOR THE
EXTENSION OF THE PROVISIONAL JOINT TRUSTEES' POWERS IN TERMS OF SECTION
18(3) AND SECTION 80(BIS) OF THE INSOLVENCY ACT NO 24 OF 1936 FOR THE PURPOSE
TO SELL THE MOVABLE ASSET BY MEANS OF PRIVATE TREATY.**

1. We can confirm that the movable asset is the property of the Insolvent estate as per the valuation attended to by VANS AUCTIONEERS (**marked annexure "A"**)

- **2013 TOYOTA RAV 4 2.0 GX (REG: HDT 713 EC)**

2. The above asset is unencumbered which offer is in line with the valuation

The reason for the urgency is the following:

Directors: C B St Clair Cooper (B.PROC. L.L.B (UOVS), L da Silva (Dip (Ins) AIPSA) , G G Hartman (Dip (Ins) AIPSA)

Insolvency Practitioners: H Henning (Dip (Ins) AIPSA) – M I Louro (B.COM, L.L.B, L.L.M (UFS) – Adv. GH Philander (LLB, LLM (UWC)); Diploma in Alternative Dispute Resolution (AFSA)

Assisted by: – W F de Vos

Registration Number: 2009/001594/07

We also have satellites offices in: Durban, Pietermaritzburg, East London, Grahamstown, Lesotho & Swaziland



- If the movable asset is sold now the asset will be realized at a higher price as if the asset were to be sold in months to come on auction.
 - Short Term Insurance has been taken out by the Trustees which premium is an expense the estate must carry and will decrease the dividend to the Creditor.
3. See attached the signed OFFER TO PURCHASE (**marked annexure "B"**).
 4. All known creditors have been notified in writing of application to the Master of the High Court Grahamstown. No objections have been received to date.
 5. See attached letter and registered post list that has been sent to All Known Creditors (**marked annexure "C"**).

We also attach herewith the following:

1. The Provisional Certificate of Appointment and Final Court Order (**Annexure "D" & "E"**)
2. Provisional Trustee's Sworn Affidavits (**Annexure "F" & "G"**).

We trust that this application will carry your approval.

Yours faithfully



CK TRUST

PER: G HARTMAN

On behalf of C Cooper Provisional Trustee

A



10 JULY 2024

Report

INSOLVENT ESTATE: MARK DESMOND OBEREM WITH ID NUMBER: 700419 5030 080

ADDRESS: FARM C30 SILOS TROOP ROAD, THORNPARK, EAST LONDON, 5201

FOR ATTENTION: GAVIN HARTMAN

TOTAL AUCTION VALUE

R276 000 - 00

ALMARIE CROUCAM

www.vansauctions.co.za



Van's Afslaaers Gauteng (Pty) Ltd Reg.No: 2019/239475/07
Directors: K Moodley MW Pretorius J van Eyk LA Shand

36 Gembok Street, Koedoespoort Industrial, Pretoria | PO Box 12374 Hatfield 0028
t 086 111 8267 | f 086 112 8267 | bells@vansauctions.co.za | vansauctions.co.za






ESTATE AGENCY AFFAIRS BOARD



NO	DESCRIPTION	QTY	ESTIMATE VALUATION	PICTURES
1	2017 TOYOTA HILUX 2.8 GD-6 RB RAIDER 4X4 D-CAB REG NUMBER: HXH 835 EC VIN: AHTHA3CD303416433 KM: 225 813	1	Auction Value: R190 000 - 00	
2	2013 TOYOTA RAV4 2.0 GX REG NUMBER: HDT 713 EC VIN: JTMZD3EV505011547 KM: 102 480	1	Auction Value: R70 000 - 00	





3	CHRISTENSEN 300 ULTRA MAG	1	Auction Value: R9 000 - 00	
4	SMITH AND WESSON 12 BORE SHOTGUN	1	Auction Value: R2 500 - 00	
5	HOWA 6.5 CREEDMOOR	1	Auction Value: R4 500 - 00	





**AGREEMENT AND CONDITIONS OF SALE
OF LOOSE ASSETS**

AGREEMENT BETWEEN:

**PROVISIONAL TRUSTEES OF INSOLVENT ESTATE MARK DESMOND OBEREM,
ID NUMBER: 700419 5030 080**

**UNDER REFERENCE NUMBER: E 000030/2024
(SELLER)**

and

Shayla Lisa Oberem

(PURCHASER)

ASSETS:

2013 TOYOTA RAV4 2.0 GX, HDT713EC, VIN NO: JTMZD3EV505011547

(herein referred as ASSETS)

Dated at PRETORIA On the 23rd day of JULY 2024.

1. RESERVE PRICE AND CONFIRMATION

- 1.1 The ~~ASSETS~~ will be sold to the highest buyer (herein referred to as the ~~BUYER~~) but subject to confirmation by the **SELLER**, which confirmation may be given or refused by the **SELLER** without furnishing reasons therefore. This document constitutes an Offer to Purchase by the **BUYER**, and the **BUYER** is unconditionally and irrevocably bound to this Offer for a period of **14 calendar** days (the calculation of which excludes the date of signature hereof by the **BUYER**) and the Offer is open for Acceptance by the **SELLER** at any time during this period. The onus will rest upon the **BUYER** to establish whether his bid was confirmed, or not.
- 1.2 The **SELLER** reserves the right to extend the confirmation period within reason.

- 1.3 If this contract is not confirmed, it shall be regarded as null and void and be of no force and effect, and all payments made by the **BUYER**, including commission, will be refunded without delay.
- 1.4 During the confirmation period above, the **AUCTIONEER** may continue to market the **ASSETS** in the normal course of business as he may deem fit. He may receive and take in higher Offers to Purchase from prospective **BUYERS**. Any such higher offer should be made to the **AUCTIONEER**, subject to the same terms and conditions as the Offer to Purchase on the auction. After confirmation of acceptability of the highest offer so received the original bidder at the auction shall have the right to equal such offer, which offer will be preferent to any other offers.
- 1.5 The **AUCTIONEER** shall advise the **BUYER** of the highest acceptable offer as contemplated above. The **BUYER** shall have the option to, within a period of 24 (twenty four) hours after being so notified (excluding weekends and public holidays), increase his offer in writing in terms of this agreement to an amount equal to the Purchase Price of such higher acceptable offer. If the **BUYER** elects to exercise this right, the **BUYER** shall amend his original Offer to Purchase or complete and sign a new Offer to Purchase reflecting such higher offer, and shall supplement the deposit and auctioneer's commission required by Paragraph 8 and 9 below accordingly.
- 1.6 In the event of this agreement requiring the consent of the Master of the High Court in terms of any law or the consent of the Local Authority/Municipality to pass transfer, then this agreement is subject to such consent being obtained in writing as soon as possible and in the normal course of the transfer process.
- 1.7 The **AUCTIONEER** or his agent is entitled to bid up to the reserve price on behalf of the **SELLER**, but shall not be entitled to make a bid equal to or exceeding the reserve price.

2. DISPUTES

- 2.1 In the event of a dispute arising in regards to a bid made, the **AUCTIONEER** will have the discretion to put the assets up for auction again and his decision will be final. Should the **AUCTIONEER** and/or the **SELLER** commit any error in respect of the sale of the assets, such error shall not be binding upon the parties and shall be rectified.
- 2.2 Should the **BUYER** fail to conclude the transaction in all facets, the **AUCTIONEER** will be entitled to resell the assets by auction or private treaty.
- 2.3 Should the **AUCTIONEER** have any reason to believe that a bidder is not able to pay the deposit or the purchase price, he is entitled to refuse a bid from such a bidder, or accept it provisionally, until he is satisfied that the bidder is able to pay aforesaid amount. Should a bid be rejected under these circumstances, the assets may immediately be put up on auction again.

3. **SIGNATURE**

- 3.1 The **BUYER** shall sign this agreement when called upon to do so by the **AUCTIONEER**.
- 3.2 Should the **BUYER** be married in community of property or bid on behalf of a third party, he guarantees that the necessary power of attorney to legally bind the joint estate and/or the third party has been obtained and that the transaction shall be concluded in all its facets. The said power of attorney must be submitted on request.
- 3.3 The person signing this contract will nevertheless be held personally liable for the fulfilment of all the terms hereof, even though he acts on behalf of a principal or spouse.
- 3.4 If the **BIDDER** acts without the abovementioned power of attorney and the said remedies are not available against the **BUYER** the **BIDDER** will be liable for Delictual Damages.
- 3.5 Should the **BUYER** be a company, close corporation or trust, the person signing this agreement on behalf of such **BUYER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **BUYER** for the due and proper discharge of all its obligations arising from this agreement.

4. **NON COMPLIANCE AND / OR BREACH**

- 4.1 Should the **BUYER** fail to, or refuse to pay the deposit or purchase price on request of the **AUCTIONEER** as described above, the **ASSETS** can, at the **AUCTIONEERS'** discretion, be sold *de novo* by virtue of an auction or private treaty, at the **BIDDERS** risk, who will be held responsible for any shortages and/or costs involved therein. Any increase in price will be to the benefit of the **SELLER**.
- 4.2 Should the **BUYER** violate any condition of this agreement and neglect to comply with a written notice from the **SELLER** or **AUCTIONEER** to rectify such breach within 7 (seven) days, the **SELLER** will be entitled to, without prejudice to any other rights:
- 4.2.1 Demand specific performance of the agreement with or without damages;
OR
- 4.2.2 Cancel the agreement, take possession of the **ASSETS**, and claim damages which will include any damages or costs involved in the resale of the same, either by public auction or private treaty.
- 4.3 In the event of cancellation of this agreement the **BUYER** shall forfeit all monies paid, including commission paid in terms of this agreement to the **SELLER** and/or the **AUCTIONEER** as liquidated damages.

Handwritten signature and initials in the bottom right corner of the page.

- 4.4 The **BUYER** gives an irrevocable right to the **SELLER** to, in the event of lawful cancellation of this agreement, sign documents on behalf of the **BUYER**, which might be required to reinstate any **ASSETS**, license and/or leases into the name of the **SELLER** or any other persons, name.

5. **CONCEALED RIGHTS**

- 5.1 The **SELLER** guarantees that the **ASSETS** are free of any debts, claims or notarial bonds or concealed rights such as retention rights and/or hypothecs and that unreserved ownership will be given to the **BUYER** provided that the **BUYER** have complied with all the provisions of this contract to the satisfaction of the **SELLER**.

6. **TRANSFER COSTS**

- 6.1 The **BUYER** shall be liable for payment of all transfer costs, levies and taxes necessary to effect transfer if any. The **SELLER** undertakes to give all reasonable assistance to the **BUYER** in doing so.

7. **VOETSTOOTS**

- 7.1 The **ASSETS** is sold **VOETSTOOTS**, and neither the **AUCTIONEER** nor the **SELLER** gives any guarantee as to patent or latent defects, the nature or the legality of any activities practiced therewith, and will not be held liable for any damages arising from same. The **BUYER** has acquainted himself with the condition defects and shortfalls of the **ASSETS**.

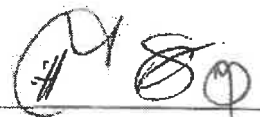
- 7.2 **BIDDERS** should refrain from either bidding at the auction or making an offer for the asset if they have not familiarised themselves with all of the clauses of this Conditions of Sale and the condition and status of the assets, and neither the **SELLER** nor the **AUCTIONEER** accepts any liability towards the **BUYER** in this regard. It is therefore acknowledged that if a **BIDDER** becomes the **BUYER** in this agreement he/she has not been induced or influenced to enter into this agreement by any warranties or representations or statements made or information given by either the **SELLER(S)** or the **AUCTIONEER**.

8. **PURCHASE PRICE**

- 8.1 The purchase price of the **ASSET** is **R 70 000.00** (excluding VAT) payable by the **BUYER** as follows:

Full purchase price on date of acceptance of this agreement.

- 8.2 The **BUYER** shall be responsible for payment of Bank costs.
- 8.3 The **AUCTIONEER** shall have the right to recover, commission and expenses regarding this sale from the purchase price (if applicable).

Handwritten signature and initials in the bottom right corner of the page.

9. **AUCTIONEERS COMMISSION**

- 9.1 The parties hereby agree that the **AUCTIONEER** is the effective cause of this transaction and that he is entitled to auctioneers' commission upon confirmation, payable by the **SELLER**.
- 9.2 The **SELLER** will be liable for auctioneers' commission of **10%** of the purchase price (exclusive of VAT).

10. **VALUE ADDED TAX**

The purchase price does not include VAT and VAT will be payable on top of the purchase price if applicable.

11. **POSSESSION AND OWNERSHIP**

- 11.1 Possession of, control over and ownership of the **ASSETS** will not pass over to the **BUYER** until he has complied with all his obligations to the satisfaction of the **SELLER** in terms of this contract and the **BUYER** shall not have the right to sell, dispose of, alienate or trade with the **ASSETS** in any manner whatsoever prior to ownership.

12. **VALUE RECEIVED**

- 12.1 The **BUYER** acknowledges and confirms that should he fail to comply with this obligations, the **SELLER** will have a liquidated claim for value received by the **BUYER**.

13. **JURISDICTION AND ADDRESS FOR DELIVERY OF DOCUMENTS**

- 13.1 The parties hereto agree to the jurisdiction of the Lower Court in respect of any lawsuit rising from this agreement, or at the discretion of the **SELLER**, to the jurisdiction of the North Gauteng High Court Pretoria or South Gauteng High Court Johannesburg, and the parties choose the addresses as indicated herein as their *domicilium citandi et executandi* (address where they will receive all letters and processes) for the purposes of delivery of all notices and documents.

14. **DAMAGES WITH REMOVAL**

- 14.1 The **BUYER** will be held liable for any damages to the premises, structures or any other items during removal or dismantling.

15. **FINANCIAL INTELLIGENCE CENTRE ACT ("FICA")**

- 15.1 It is acknowledged that the Conveyancer is designated as an "accountable institution" in terms of FICA.

15.2 Both the **SELLER(S)** and the **BUYER** agree to comply with all the FICA requirements of the **AUCTIONEER** and the Conveyancer and to supply the **AUCTIONEER** and the Conveyancer with all their respective FICA requirements within three days after demand therefore is made.

15.3 The **SELLER(S)** and the **BUYER** acknowledge that FICA prohibits the Conveyancer to invest and administer any deposits or any other monies paid in terms of this agreement, unless the **SELLER(S)** and the **BUYER** have provided the documentation and information as required by FICA legislation.

15.4 It is hereby agreed by both the **SELLER(S)** and the **BUYER** that neither the **AUCTIONEER** nor the Conveyancer shall be liable for any loss or damage suffered by either of them, as a result of either the **SELLER(S)** or the **BUYER** failing to comply with the provisions of this Clause 15.

16. **MATRIMONIAL PROPERTY ACT**

To the extent that it is necessary, the **BUYER** hereby warrants that all written consents as required by the Matrimonial Property Act, No. 88 of 1984 in respect of this agreement or any matters arising therefrom or in terms hereof have been duly given as required.

17. **AMENDMENTS AND ADDITIONS**

17.1 The terms and conditions of this agreement shall constitute the sole agreement between the parties concerned and no variation or amendment thereto shall be binding unless agreed upon in writing and signed by the **SELLER** and **BUYER**.

18. **WAIVER AND CONCESSION**

18.1 Any waiver or concession made or allowed by the **SELLER** shall not constitute a waiver of his rights in terms of this agreement; and the **SELLER** shall at all times be entitled to enforce strict compliance hereof.

17. **SALE OBJECT**

2013 TOYOTA RAV4 2.0 GX, HDT713EC, VIN NO: JTMZD3EV505011547

THUS DONE AND SIGNED ON THE DATES AND AT THE PLACES AS STATED BELOW:

BUYER

NAME: Shayla Lisa Oberem

IDENTITY/REGISTRATION NUMBER: 9908200105083

POSTAL ADDRESS: P.O. Box 6669 Rustenburg 0300
146 Machal Street, Olifantsnek, REC Primary School

PHYSICAL ADDRESS: Farm 361 JG Middelfontein, Bems,
Rustenburg

TELEPHONE NO: n/a CELL NO: 0713561472

E-MAIL ADDRESS: shayla2006@gmail.com

J. Zatei
AS WITNESS C. J. VDWALT
ID: 820429001080

S. S. Oberem
PURCHASER

24-1-2024
DATE

Rustenburg
PLACE

P Q B

MARITAL STATUS OF PURCHASER

**** Delete which is not applicable**

STATUS: ** Unmarried / married / divorced **B**
IF MARRIED: ** In community / Ante nuptial contract

IF MARRIED IN COMMUNITY OF PROPERTY, THEN:

Full name of spouse:

.....

Identity number:

.....

.....
AS WITNESS

.....
SPOUSE

DATE

PLACE

B **B**

SELLER 1

NAME: PROVISIONAL TRUSTEES OF INSOLVENT ESTATE MARK
DESMOND OBEREM, ID NUMBER: 700419 5030 080

FIRM: CHAVONNES BADENORST ST CLAIRE C/O CK
INSOLVENCY PRACTITIONERS

POSTAL ADDRESS: PO BOX 3065, TYGERVALLEY, 7536

TELEPHONE NO: 021 910 2902 FAX NO: 086 563 9513

.....
AS WITNESS

.....
ACCEPTANCE AND
CONFIRMATION BY SELLER

DATE

PLACE

SELLER 2

NAME: _____

FIRM: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

.....
AS WITNESS

.....
ACCEPTANCE AND
CONFIRMATION BY SELLER

DATE

PLACE



AUCTIONEER

Van's Auctioneers

PO Box 12374

Hatfield

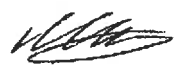
0028

36 Gembok Street, Koedoespoort Industrial, Pretoria

Telephone: 086 111 8267

Fax no: 086 112 8267


.....
AS WITNESS


.....
**ON BEHALF OF AUCTIONEER
(DULY AUTHORISED THERETO)**

26/7/2024
DATE

Pretoria
PLACE

CALCULATION OF FIRST PAYMENT:

Full Purchase price

R 70 000.00



Insolvency, Restructuring and
Recovery Practitioners

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PORT ELIZABETH
6045

☒ 2157, GREENACRES, 6057

☎ (041) 585 1313

☎ (041) 364 3006

gavin@cktrust.co.za

OUR REF: C COOPER / G HARTMAN

DATE: 29th JULY 2024

TO ALL KNOWN CREDITORS

Per Registered Post

Dear Sir /Madam

RE: INSOLVENT ESTATE: MARK DESMOND OBEREM
Master's Ref: E30/2024

We refer to the abovementioned matter.

Please be advised that the Provisional Trustees of the Estate intend applying to the Master Grahamstown for the extension of powers in terms of Section 18(3) and Section 80(Bis) of the Insolvency Act no 24 of 1936 for the purpose to sell the movable Property by way of Private Treaty.

Kindly furnish the Trustees with any objection within the next 5 working days, failing which the Trustee will proceed with the application.

Yours Faithfully

CK TRUST
PER: G HARTMAN

On behalf of the Provisionally appointed Joint Trustees

Directors: C B St Clair Cooper (B.PROC. L.L.B (UOVS), L da Silva (Dip (Ins) AIPSA) G G Hartman (Dip (Ins) AIPSA)

Insolvency Practitioners: H Henning (Dip (Ins) AIPSA) – M I Louro (B.COM, L.L.B, L.L.M (UFS) – Adv. GH Philander (LLB, LLM (UWC); Diploma in Alternative Dispute Resolution (AFSA)

Assisted by: – WF de Vos

Registration Number: 2009/001594/07

We also have satellites offices in: Durban, Pietermaritzburg, East London, Grahamstown, Lesotho & Swaziland



COOPER TRUST
P.O. BOX 27
BLOEMFONTEIN
9300

POST LIST FOR: INSOLVENT ESTATE: MARK
DESMOND OBEREM
MASTER'S REF – E30/2024

NOTICE TO ALL KNOWN CREDITORS OF THE SEC 80(BIS) APPLICATION TO
THE MASTER

1. **SARS**

ST MARRY'S TERRACE
PORT ELIZABETH
6001

REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0860 111 502 www.sapo.co.za
RC540628472ZA
CUSTOMER COPY 301028R

2. **STANDARD BANK**

VINCENT PARK
SHOPPING CENTRE
VINCENT
EAST LONDON
5247

REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0860 111 502 www.sapo.co.za
RC540628469ZA
CUSTOMER COPY 301028R

3. **FIRST NATIONAL BANK**

VINCENT PARK
SHOPPING CENTRE
VINCENT
EAST LONDON
5247

REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0860 111 502 www.sapo.co.za
RC540628455ZA
CUSTOMER COPY 301028R

4. **WESBANK**

PO BOX 7719
JOHANNESBURG
2000
REF: 85351031639

REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0860 111 502 www.sapo.co.za
RC540628441ZA
CUSTOMER COPY 301028R



5. **VINCENT HARDWARE**
47 DEVEREUX AVENUE
EAST LONDON
5217



REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0860 111 502 www.sapo.co.za
RC540628438ZA
CUSTOMER COPY 301028R

6. **MAUREEN OBEREM**
C/O GRAY BURMEISTER INC.
TECOMA HOUSE
21 TECOMA STREET
BEREA
EAST LONDON
5201
ATT: CATHERINE GRAY

REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0860 111 502 www.sapo.co.za
RC 540628424ZA
CUSTOMER COPY 301028R



**DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT**

Insolvency Act, No. 24 of 1936
(as amended) [Section 18(1) and 56(2)]

**CERTIFICATE OF APPOINTMENT OF
PROVISIONAL TRUSTEE**

NO: E 000030/2024

This is to certify that

**Chavonnes Badenorst St Claire
Cooper**
(I.D. 690504 5153 081)
C/O C K Insolvency Practitioners
West Wing, First Floor
Honey Chambers, Kenneth Kaunda
Drive
Northridge Mall
Bloemfontein

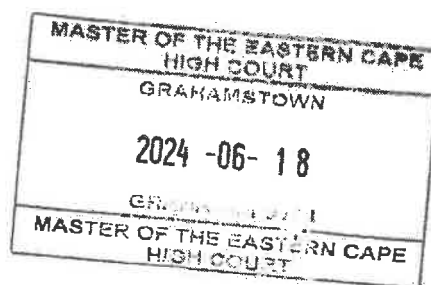
Arthur Johannes
(I.D. 430706 5133 089)
C/o MX3 Consultants
3 Belle Cape Building
Blackenberg Road
BELLVILLE

are appointed Provisional Trustees of the insolvent estate of:

Mark Desmond Oberem, (I.D. No. 700419 5030 080)

which was placed under provisional sequestration by Order of the High Court of South Africa
(EASTERN CAPE DIVISION: EAST LOONDON CIRCUIT COURT), dated the 16TH day of
April 2024 with the powers and authority as set out in the Insolvency Act, 1936 (Act 24 of
1936).

**ACTG. ASST. MASTER OF THE HIGH COURT
(EASTERN CAPE: GRAHAMSTOWN)**





IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CAPE DIVISION, EAST LONDON CIRCUIT COURT)

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA EASTERN CAPE CIRCUIT LOCAL DIVISION EAST LONDON		CASE NO.: EL522/2024
Private Bag V1, East London 6001		
BEFORE THE HONOURABLE MR ACTING JUSTICE BODLANI	2024 -UB- 11	
In ex parte application of: -		
MARK DESMOND OBEREM	APPLICANT	
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA EASTERN CAPE CIRCUIT LOCAL DIVISION EAST LONDON		

BEFORE THE HONOURABLE MR ACTING JUSTICE BODLANI

On the 11th day of June 2024

In ex parte application of: -

MARK DESMOND OBEREM

(IDENTITY NUMBER: 700419 5030 080)

Having heard **Mr Mafu** for the Applicant and having read the documents filed of record:

IT IS ORDERED THAT:

1. The Applicant, **MARK DESMIND OBEREN** (IDENTITY NUMBER: 700419 5030 080) be placed under final sequestration order in the hands of the Master of the High Court Makhanda.
2. The Rule Nisi issued on 16 April 2024 is hereby confirmed, and the Respondent is placed under sequestration in the hands of the Master of the High Court Makhanda.
3. The costs of these proceedings be costs in the sequestration.

BY ORDER OF COURT

L KIRSTEN

ASSISTANT REGISTRAR



REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA²
EASTERN CAPE CIRCUIT LOCAL DIVISION,
EAST LONDON

Procedural Rule 21 (East London 520)



2024-00-11



FILED 2024

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
EASTERN CAPE CIRCUIT LOCAL DIVISION,
EAST LONDON

AFFIDAVIT

INSOLVENT ESTATE: MARK DESMOND OBEREM
MASTER'S REFERENCE NO: E30/2024

I, the undersigned:

CHAVONNES BADENHORST ST CLAIR COOPER

1.

That All Known Creditors have been notified of the said application and that I have received no objections thereto.

2.

That I have no interest in the auctioneer's business known as VANS Auctioneers.

3.

That I received no compensation from the Auctioneers known as VANS Auctioneers.


C COOPER
PROVISIONAL TRUSTEE

I certify that, the Deponent has acknowledged that he understands the contents of this affidavit, that he has no objection to the taking of the Oath and that he considers the Oath binding upon his conscience and the Deponent thereafter made the Oath by uttering the following words: "I swear that the contents of this affidavit are true, so help me God", whereafter the Deponent signed this affidavit at Bloubaan on this 20th day of JULY 2024, upon which date, at which place I also signed this certificate.

STACY SAFFY
HONEY CHAMBERS BLOEMFONTEIN
KENNETH KAUNDA DRIVE
COMMISSIONER OF OATHS
KOMMISSARIS VAN EDE
PRACTISING ATTORNEY R.S.A.
PRAKTISERENDE PROKUREUR R.S.A.


COMMISSIONER OF OATHS

AFFIDAVIT

INSOLVENT ESTATE: MARK DESMOND OBEREM
MASTER'S REFERENCE NO: E30/2024

I, the undersigned:

ARTHUR JOHANNES

1.

That All Known Creditors have been notified of the said application and that I have received no objections thereto.

2.

That I have no interest in the auctioneer's business known as VANS Auctioneers.

3.

That I received no compensation from the Auctioneers known as VANS Auctioneers.


A JOHANNES
PROVISIONAL TRUSTEE

I certify that, the Deponent has acknowledged that he understands the contents of this affidavit, that he has no objection to the taking of the Oath and that he considers the Oath binding upon his conscience and the Deponent thereafter made the Oath by uttering the following words: "I swear that the contents of this affidavit are true, so help me God", whereafter the Deponent signed this affidavit at CAPE TOWN on this 29 day of JULY 2024, upon which date, at which place I also signed this certificate.

CHLOÉ SCHOLTZ
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A
ADRIAANS ATTORNEYS
17th FLOOR, 2 LONG STREET
CAPE TOWN, 8001



COMMISSIONER OF OATHS