



PRIME DEVELOPMENT LAND APPROVED TOWNSHIP ESTABLISHMENT **RES 4 / 280 UNITS**

ADDRESS:

169 GLOVER AVENUE, DIE HOEWES, CENTURION



ONLINE AUCTION

BIDS OPEN:

TUESDAY, 29 JULY 2025 AT 08H00

BIDS CLOSE:

WEDNESDAY, 30 JULY 2025 FROM 11H00

REGISTER TO BID:

bidderschoice.co.za / 0861 444 242 /

helen@bidderschoice.co.za

CONTACT:

PIETER NEL – 084 880 0165 / pieter@bideasy.co.za

VIEWING:

BY APPOINTMENT ONLY

CONTENT

1. DISCLAIMER
2. PROPERTY SUMMARY
3. RULES OF AUCTION
4. PROPERTY DESCRIPTION
5. AERIAL PHOTO / GIS AERIAL
6. MAP
7. SG DIAGRAMS
8. APPROVAL
9. GEOLOGY REPORT
10. COPY OF TITLE DEED

TERMS AND CONDITIONS:

- **R100,000.00 REFUNDABLE DEPOSIT AND FICA DOCUMENTS TO REGISTER.**
- **5% DEPOSIT PAYABLE ON THE FALL OF THE HAMMER.**
- **10% BUYERS COMMISSION PLUS VAT PAYABLE ON THE FALL OF THE HAMMER.**

BANKING DETAILS FOR REGISTRATION DEPOSIT:

BIDDERS CHOICE (PTY) LTD

BANK: NEDBANK

ACCOUNT: 1030 1200 64

BRANCH CODE: 194 842

REF: USE YOUR SURNAME/COMPANY NAME

EMAIL PROOF OF PAYMENT TO: helen@bidderschoice.co.za

BIDDERS CHOICE OFFICE: 0861 444 242

REGISTER TO BID: bidderschoice.co.za / 0861 444 242 / helen@bidderschoice.co.za

1. DISCLAIMER

Whilst all reasonable care has been taken to obtain accurate information, neither BidEasy Auctions, nor any of its subsidiaries or associated companies, nor the Seller/s guarantee the correctness of the information herein and none of the aforementioned will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of BidEasy Auctions nor any of its subsidiaries or associated companies or the Sellers or any other person. The Consumer Protection Regulations as well as the Rules of Auction and Conditions of Sale can be viewed at www.bideasy.co.za or at 105 Dely Rd, Ashlea Gardens, Pretoria, 0081.

The Rules of Auction and Conditions of Sale/ Deed of Sale contain the FICA registration requirements if you intend to bid on behalf of another person or an entity. The above lots are all subject to a reserve price and the sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer. All Terms & Conditions apply. BidEasy reserves right to remove / add assets / lots without notice before or on auction day.

2. PROPERTY SUMMARY

REGISTERED OWNER	AMSTIFOR PTY LTD
PHYSICAL ADDRESS	169 GLOVER AVENUE, DIE HOEWES, CENTURION
LEGAL DESCRIPTION	PTN 0 OF AGRICULTURAL HOLDING LYTTLETON AGRICULTURAL HOLDINGS EXT 1 194, GAUTENG – JR
ZONING	RESIDENTIAL 4
TITLE DEED	T66883/2017
LOCAL AUTHORITY	GAUTENG
EXTENT	2.1414 Ha
DEPOSIT TO BE PAID	5% (FIVE PERCENT) ON THE FALL OF THE HAMMER
BUYERS COMMISSION	10% (TEN PERCENT) PLUS VAT ON THE FALL OF THE HAMMER
CONFIRMATION PERIOD	7 DAYS
COC	SELLER
OUTSTANDING RATES & TAXES	
OCCUPATION	ON REGISTRATION OF TRANSFER
VAT REGISTERED	SELLER IS REGISTERED FOR VAT
REFUNDABLE REGISTRATION FEE	R100,000.00

3. RULES OF AUCTION



Version 1
2025/06/09

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BID OPENS FROM: TUESDAY 29 JULY @ 08H00
TIME OF AUCTION: WEDNESDAY 30 JULY FROM 11H00

BIDEASY AUCTIONS (PTY) LTD
Reg: 2013/085568/07
105 Dely Road, Ashlea Gardens, Pretoria, 0081
Duly represented by: PIETER NEL
(The "AGENT")

Duly instructed by

AMSTIFOR PTY LTD (2011/110863/07)
("the SELLER")

and

("the PURCHASER")

The SELLER hereby sells to the PURCHASER who purchases the following immovable PROPERTY:
TITLE DEED DESCRIPTION: PORTION 0 OF ERF 194 LYTTTELTON AGRICULTURAL HOLDINGS EXT 1, JR
KNOWN AS: 169 GLOVER AVENUE, DIE HOEWES, CENTRURION
TITLE DEED: T66883/2017
IN EXTENT: 2.1414Ha

Together with all existing lease agreements pertaining thereto and all improvements of a permanent nature thereon ("the PROPERTY") on the following terms and conditions:

1. AUCTION RULES AND PROCEDURE

- 1.1. The property will be sold subject to confirmation.
- 1.2. The seller and the AGENT/AUCTIONEER have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: "When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.

- 1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the AGENT/AUCTIONEER during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. The AGENT has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the AGENT.
- 1.9. The AUCTIONEER will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The total cost of advertising and conducting the auction of the property is **R25 000.00 + VAT** which costs are broken down as follows:
 - 1.10.1. Advertising costs;
 - 1.10.2. Brochure and marketing material;
 - 1.10.3. Boards
- 1.11. The conduct of the auction is subject to the control of the AUCTIONEER who has the sole right to regulate the bidding procedure.
- 1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the the Rules of Auction.
- 1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the AGENT/AUCTIONEER may accept or reject in their absolute discretion.
- 1.15. In the event of any dispute between the bidders, the decision of the AUCTIONEER shall be final and binding.
- 1.16. Any error by the AUCTIONEER shall be entitled to be corrected by him.
- 1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AGENT/AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase to property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. PURCHASE PRICE

And the purchase price shall be paid as follows:

- 2.1. A deposit of 5% (FIVE PERCENT) of the purchase price to the **AGENT/AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AGENT/AUCTIONEER** to pay over to the **SELLERS** attorneys.
- 2.2. The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **SELLER'S ATTORNEY** to invest all amounts paid on account of the Purchase Price in an interest bearing account with a bank of the **SELLER'S ATTORNEY** choice. The interest shall accrue to the **PURCHASER**.
- 2.3. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within 45 (Forty Five) calendar days from date of acceptance hereof by the **SELLER**, **failing which, the PURCHASER shall be in breach of this agreement.**

- 2.4. If guarantees are not provided as per 2.3 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER's** rights to act in terms of the breach of contract provisions contained herein below.
 - 2.5. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AGENT/AUCTIONEER's** Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.
 3. **ACCEPTANCE AND CONFIRMATION**
 - 3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER's** offer shall remain open for acceptance by **THE SELLER** or by the **AGENT/AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **6TH DAY OF AUGUST 2025** ("confirmation period"). The **PURCHASER** and the **AGENT/AUCTIONEER** acknowledge and agree that this provision are inserted and intended for the benefit of the **SELLER**.
 - 3.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AGENT/AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
 - 3.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AGENT/AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
 - 3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.
 - 3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.
 4. **VALUE-ADDED TAX**
 - 4.1. The Purchase Price is exclusive of VAT.
 - 4.2. It is recorded that:
 - 4.2.1 The **PROPERTY** constitutes an enterprise as defined in the Act and is sold as a going concern that will on the date of transfer be an income earning activity capable of separate operation, and the supply of the **PROPERTY** shall be 'zero rated' in terms of Section 11 (1) (e) of the Act;
 - 4.2.2 The assets and all other aspects of the business that are necessary for carrying on the enterprise, including all existing lease agreements pertaining to the property and any deposits of tenants, are being disposed of to the **PURCHASER** in terms of this Agreement.
 - 4.3. The **SELLER** and **PURCHASER** respectively warrant, if applicable, to the other that they will, with effect from the date of conclusion of this Agreement, be registered as vendors in terms of the Act. The **PURCHASER** undertakes to provide the **SELLER's** attorneys with a copy of its VAT Registration Certificate (form VAT 103) at least 21 (twenty one) days before the anticipated Transfer Date and the **PURCHASER** warrants that it has applied for VAT registration before the date of conclusion of this Agreement.
 - 4.4. In the event of VAT being payable on the Purchase price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER's** Attorneys immediately on demand therefore.
 - 4.5. In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.
 5. **AGENT'S COMMISSION - PURCHASER**
 - 5.1. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms hereof, **AGENT's** commission of 10% (ten per cent) plus VAT of the Purchase Price, which commission shall be paid on the fall of

the hammer, and shall be deemed to have been earned immediately upon the signing of acceptance of the PURCHASER's offer in terms hereof by the SELLER.

- 5.2. The PURCHASER shall pay the full amount of AGENT's commission into the trust account of the AGENT immediately upon the signing of hereof by the PURCHASER, but this amount shall remain the property of the PURCHASER and shall be retained in trust by the AGENT pending acceptance by the SELLER of the PURCHASER's offer or until the SELLER either rejects the offer or until expiry of the confirmation period.
- 5.3. The PURCHASER shall be liable to pay to the AGENT, upon demand, a fee equal to any bank charges that the AGENT may become liable for upon payment of the AGENT's commission into the AGENT's chosen bank account.
- 5.4. The provisions of this clause 5 are inserted and intended for the benefit of the AGENT who by his signature hereto, accepts such benefit.

6 OCCUPATIONAL INTEREST

- 6.1 The PURCHASER shall take occupation of the PROPERTY on registration of transfer.
- 6.2 In the event that the PURCHASER occupies the property prior to registration of transfer, with written consent by the SELLER, the PURCHASER shall pay occupational interest to the SELLER calculated at 1% (one percent) of the balance of the Purchase Price per month in advance on the first day of every month, from date of occupation until date of transfer, both days inclusive, payable directly to the SELLER's Attorney (reduced *pro rata* for any period less than a month). If this agreement is cancelled for any reason then the PURCHASER undertakes to immediately restore vacant occupation of the property to the SELLER, it being recorded that no tenancy shall be deemed to have been created hereby.

7 RATES AND TAXES

- 7.1 The SELLER shall be liable for all rates and taxes and other Municipal charges levied on the PROPERTY for the period prior to occupation and the PURCHASER shall be liable for all rates and taxes and other Municipal charges levied thereafter.
- 7.2 The PURCHASER shall refund to the SELLER a pro rata share of all rates and taxes and services paid in advance by the SELLER for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8 SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that the SELLER, AGENT and PURCHASER are aware of an obligation on the part of the PURCHASER to withhold part of the Purchase Price from the SELLER, if the SELLER is a non-resident of the Republic of South Africa and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

- 8.1 The SELLER warrants that he is / is not a RESIDENT of the Republic of South Africa; (delete whichever is not applicable);
- 8.2 The SELLER hereby indemnifies and holds harmless both the AGENT/AUCTIONEER and the SELLER'S Attorneys attending to the transfer of the PROPERTY hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the SELLER, or from any other source and the SELLER further waives any right of recourse he may have against the said SELLER'S Attorneys and/or AGENT/AUCTIONEER, in respect of any action or omission by them in terms of the Act, on information supplied to them by the SELLER, or any other source.

9 TRANSFER AND COSTS OF TRANSFER

- 9.1 Transfer shall not be passed to the PURCHASER, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the PURCHASER may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.
- 9.2 Transfer of the PROPERTY shall be passed, by the SELLER'S Attorneys, as soon as reasonably possible after date of acceptance, providing the PURCHASER has complied with the provisions of the aforementioned sub-clause.
- 9.3 The PURCHASER hereby specifically authorises and agrees to the SELLER'S Attorneys preparing and completing from information provided by the PURCHASER herein, a transfer duty form required by SARS for the clearance of the PROPERTY for transfer; and specifically authorises and agrees to the SELLER'S Attorneys on behalf of the PURCHASER

signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.

- 9.4 Transfer of the **PROPERTY** shall be effected by the **SELLER's** Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.
 - 9.5 In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
 - 9.6 The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in Annexure "1" annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
 - 9.7 This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.
- 10 **OCCUPATION AND RISK**
- 10.1 Possession of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
 - 10.2 Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
 - 10.3 Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –
 - 10.3.1 the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
 - 10.3.2 The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.
- 11 **EXISTING TENANCIES**
- 11.1 **SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER's** responsibility, for the **PURCHASER's** own account, to ensure vacant occupation of the **PROPERTY**.
 - 11.2 The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.
- 12 **REPAIRS AND IMPROVEMENTS**
- 12.1 Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
 - 12.2 The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
 - 12.3 The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

13 VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 13.1 The **PROPERTY** is sold “voetstoets” and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AGENT/AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor’s pegs or beacons in respect of the **PROPERTY**.
- 13.2 The **PURCHASER** acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto, by the **AGENT/AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this Agreement.
- 13.3 The **PURCHASER** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.
- 13.4 Annexure 2 hereto sets out information pertaining to the **PROPERTY** which is specifically brought to the attention of the **PURCHASER**.

14 BREACH

- 14.1 If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the it may have in law, including the right to claim damages:
- 14.1.1 to cancel this Agreement and upon cancellation: -
- 14.1.1.1 if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AGENT/AUCTIONEER**’s commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER**’s consent; and
- 14.1.1.2 the **PURCHASER** hereby instructs the **TRANSFERING ATTORNEY** to pay the deposit, as per clause 2.1, to the **SELLER** as *roukoop* on cancellation.
- (OR)
- 14.1.1.3 if the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER**, and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER**’s default;
- 14.1.2 to claim immediate performance and/or payment of all the defaulting party’s obligations in terms hereof.
- 14.2 Upon cancellation of this Agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER**’s title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.

15 ADDRESS / DOMICILIUM

- 15.1 The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Deed of Sale, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been

received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.

15.2 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.

15.3 The terms of "writing" shall include communications by email or facsimile.

16 JOINT AND SEVERAL LIABILITY

If this agreement is concluded with more than one **PURCHASER**, the liability of all such **PURCHASERS** to the **SELLER** and to the **AGENT/AGENT/AUCTIONEER** shall be joint and several *in solidum*.

17 SECTION 112 AND 115 OF THE COMPANIES ACT

17.1 It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

17.2 Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.

17.3 If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

18 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:

18.1 the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;

18.2 the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;

18.3 the notice shall be accompanied by the nominee's written acknowledgement:

18.3.1 that it is fully aware of all the terms and conditions of this Deed of Sale as if fully set out in such written acknowledgement; and

18.3.2 that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;

18.4 should the **PURCHASER** nominate a nominee in terms of this clause, then:

18.4.1 all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and

18.4.2 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*.

19 COMPANY TO BE FORMED

19.1 In the event of the **PURCHASER** signing this agreement in his capacity as **AGENT/AUCTIONEER** for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.

- 19.2 In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.
- 20 **COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS**
- 20.1 Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.
- 20.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs this Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the **PURCHASER**'s obligations in terms of this Rules of Auction and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 19.
- 21 **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**
- 21.1 The **SELLER** hereby undertakes to furnish the **SELLER**'s Attorneys, prior to occupation or transfer by the **PURCHASER**, whichever is the earlier, with a Certificate of Compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the **SELLER**.
- 21.2 Upon the **SELLER** furnishing the **SELLER**'s Attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.
- 21.3 The **SELLER** warrants that, as at date of occupation or transfer, whichever is the earlier; there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.
- 21.4 An Electrical Certificate of Compliance issued not more 2 (two) years prior to the date of this Agreement of Sale shall be valid and effective for the purposes of this clause 21.
- 22 **DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION**
- 22.1 Should any dispute, disagreement or claim arise between the parties, which includes the **AGENT/AUCTIONEER**, ("**the dispute**") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right, but not be obliged, to:
- 22.1.1 submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("**AFSA**"), upon such terms as agreed between the parties and the secretariat of AFSA; and
- 22.1.2 failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.
- 22.2 Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.
- 22.3 Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 22.4 The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 22.5 The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.

22.6 The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions if invoked by the other. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

23 **MAGISTRATES' COURT JURISDICTION**

The Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with Section 28 of the Magistrates' Court Act of 1944 as amended. Notwithstanding the aforementioned, this shall not preclude either Party from approaching the High Court of South Africa for any relief sought. This Agreement shall further be governed in terms of the law of the Republic of South Africa.

24 **GENERAL CLAUSES**

24.1 This Deed of Sale constitute the whole agreement between the Parties as to the subject matter hereof and no agreement, representation or warranty between the Parties other than those set out herein are binding on the Parties.

24.2 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.

24.3 No variation or alteration or cancellation of this Deed of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.

24.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.

24.5 The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.

24.6 The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.

24.7 In the event that the property sold in terms hereof forms part of a sectional scheme or Homeowners Association, then the **PURCHASER** acknowledges that the owner and the property are subject to the rules and regulations of the Body Corporate or Homeowners Association, which have been promulgated. The **PURCHASER** warrants he has read and familiarised himself with the applicable rules and regulations and undertakes to sign all documents and do all things necessary in order for him to become and remain a member of the Body Corporate or the Homeowners Association for as long as he is the owner of the section purchased in terms of this agreement. Where relevant it is recorded that the developer has secured and reserved for himself a real right of extension in respect of the property and that the **PURCHASER** purchases this property accepting the developer's real right of extension.

25 **CONSUMER PROTECTION ACT**

25.1 In the event that this agreement is subject to the provisions of the Consumer Protection Act 68 of 2008, then in such event the **SELLER** and the **PURCHASER** hereby incorporate by agreement those provisions of the Act that are applicable to this transaction.

25.2 In particular and notwithstanding anything to the contrary hereinbefore contained:

25.2.1 The notice for any breach by the **PURCHASER** shall be 20 working days.

25.2.2 The cooling off provisions contained in section 16 of the Act shall apply only if this transaction arose as a result of direct marketing.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE

_____ DAY OF _____

And sold by the rise for the amount of R _____
(Words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____
(Fax) _____
(Email) _____
(Cell) _____

TO:
MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (home) _____
(Work) _____
(Fax) _____
(Email) _____
(Cell) _____

MARITAL STATUS _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED BY THE PURCHASER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

BIDEASY AUCTIONS (PTY) LTD duly authorised
(BidEasy Auctions hereby accepts all the rights conferred upon it in terms of this Agreement)

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

SELLER (and where applicable the
SELLER is duly authorised)
SELLER'S ADDRESS:

I hereby certify that the Rules of auction to the best of my knowledge meet the requirements of Regulation 21 of the Consumer Protection Act

AUCTIONEER FULL NAME(S) Pieter Johannes Lodewikus Nel SIGNATURE: _____

ADDRESS: 105 Dely Road, Ashlea Gardens, Pretoria, 0081

CONTACT NUMBER: 084 8800 165

DEED OF SURETYSHIP

I / We the undersigned, _____

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AGENT/AUCTIONEER** for all the obligations of the **PURCHASER** under this agreement and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____
SURETY

2. _____
SELLER

BIDEASY AUCTIONS (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

ANNEXURE 1

BIDEASY AUCTIONS (PTY) LTD

FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner 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. ANC or COP

If Married

5. Marriage certificate –
Community of property – Copy of spouses ID
Ante nuptial Contract – Copy of contract
6. 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
8. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: 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

with the following attached:

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.)

- Detailed FICA requirements for Entities or other, if applicable, will be supplied to such Purchasers, in due course.

4. PROPERTY DESCRIPTION

Prime 2.1414 Ha development land located in Die Hoewes, Centurion, a well-connected, vibrant area that appeals to a broad range of residents due to its location, amenities, and lifestyle offerings.

Die Hoewes is a well-established and popular suburb and is known for its convenient location, being close to major roads and highways like the N1 and N14, which provide easy access to Pretoria and Johannesburg.

This property is perfectly located in the **booming economic hub** of Centurion and is surrounded by established businesses, schools, medical facilities and has continuous development opportunities in this area. The property is **adjacent to the Centurion Day Hospital**. The businesses and industries provide employment and growth opportunities to the surrounding community.

Shopping centers in the close vicinity include Jean Crossing and Highlands Shopping Centre.

This property has been approved for Township Establishment by the City of Tshwane with Residential 4 zoning and offers immense potential for developers and investors looking to invest in a residential development project.

APPROVED TOWNSHIP ESTABLISHMENT – DIE HOEWES EXT 334

LAND USE (SUMMARY)	
USE ZONE	4: RESIDENTIAL 4
USES PERMITTED	BLOCK OF FLATS / DWELLING UNITS
COVERAGE	42%
HEIGHT	4 STOREYS
FLOOR AREA RATION	1.0: Provided that not more than 280 dwelling-units shall be erected on the consolidated erf

Full Approval Letter and Statement of Conditions available on request.

LOCATION

There is ample room for a residential development that caters to the growing demand for housing in the area.

The area surrounding this land is known for its stability and growth, making it an attractive prospect for both developers, investors and homeowners.

POTENTIAL

There is ample room for a residential development that caters to the growing demand for housing in the area.

The total extent of the proposed development site is 2.1414 Ha with:

Residential 4 Zoning with a density of no more than 280 dwelling units over a maximum of 4 storeys.

STRONG INVESTMENT

The prime location, combined with Residential 4 zoning, makes this property a solid investment choice with excellent potential for capital growth.

Current Rates & Taxes: ± R5,693.89

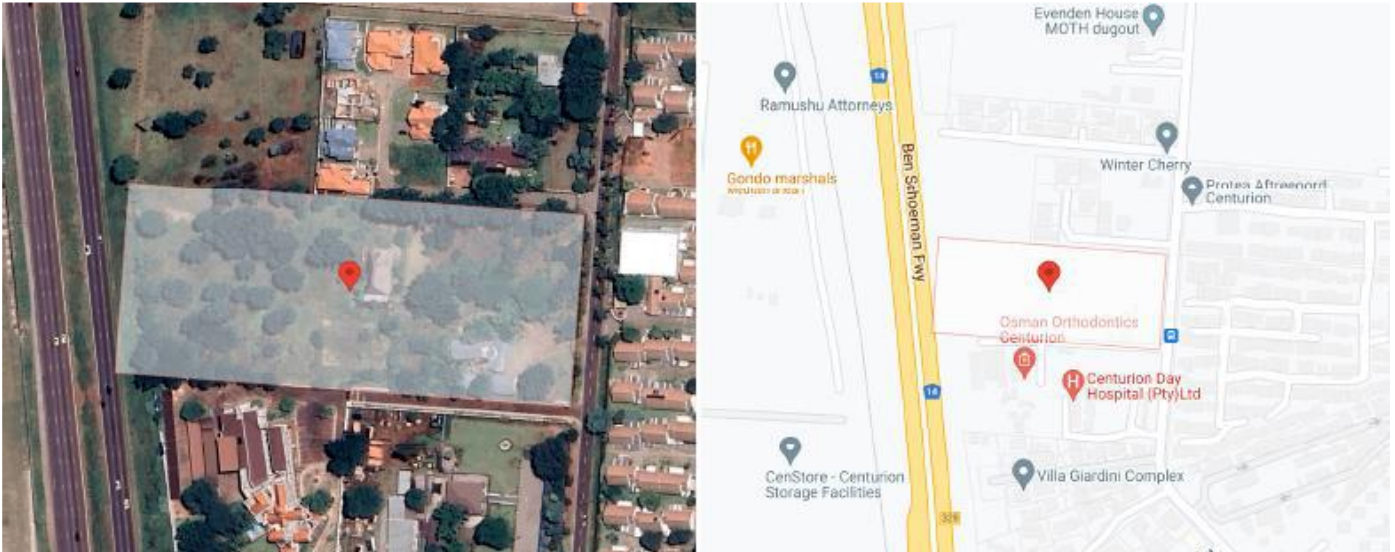
**** A COMPREHENSIVE SET OF DOCUMENTS AVAILABLE ON REQUEST ****



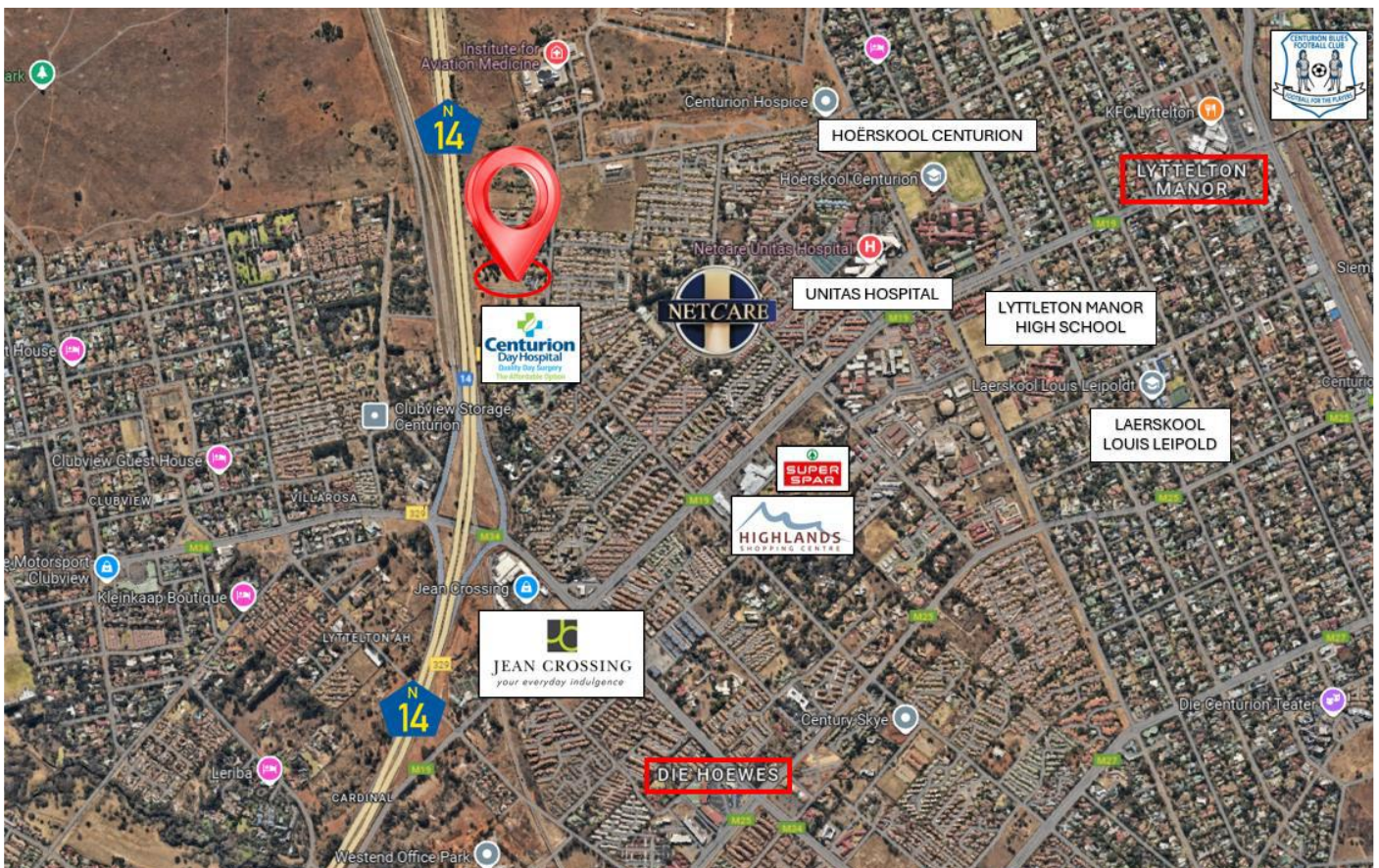
5. AERIAL PHOTO / GIS AERIAL



6. MAP


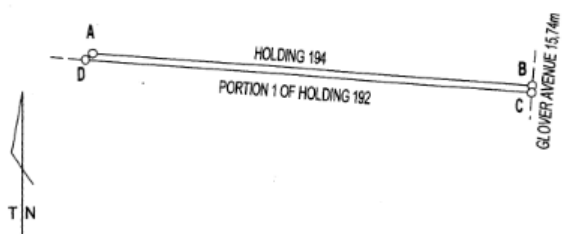
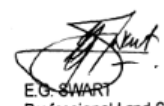


GPS Coordinates 25°49'55.8"S 28°11'06.5"E
-25.832167, 28.185139



7. COPY OF SG DIAGRAM

A SERVITUDE FOR RIGHT OF WAY 2,00 METERS WIDE OVER HOLDING 194 LYTTTELTON AGRICULTURAL HOLDINGS EXTENSION 1

SERVITUDE DIAGRAM				OFFICE COPY	
SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WC 27° X		S.G. No.
		Constants:	± 0,00	± 0,00	2574/2014
AB	126,78	274 37 40	A	-118 810,38	+2 858 821,44
BC	2,00	4 37 40	B	-118 936,74	+2 858 831,67
CD	128,78	94 37 40	C	-118 936,58	+2 858 833,66
DA	2,83	229 37 10	D	-118 808,22	+2 858 823,27
ELDORAIGNE WT		(457) Δ		-118 326,29	+2 860 906,75
DUMBELL W.T.		(478) Δ		-118 827,70	+2 862 711,27
Approved  for SURVEYOR-GENERAL 2014-05-29					
Description of Beacons A,B,D : 12mm Iron Peg C : 16mm Iron Peg					
 <p>Scale 1:1250</p>					
The figure ABCDA represents A SERVITUDE FOR RIGHT OF WAY 2,00 METRES WIDE OVER HOLDING 194 LYTTTELTON AGRICULTURAL HOLDINGS EXTENSION 1					
Province of Gauteng Surveyed in March and April 2014 by me			 E.G. SWART Professional Land Surveyor Registration Number PL50988		
This diagram is annexed to No. <i>K 777/2016</i> d.d.: i.f.o. Registrar of Deeds PRETORIA		The original diagram is S.G. No. : A6137/1939 Transfer No. T29731/1947 Grant :		File : 101-200 S.R. : 937/2014 G.P. : S.G.No. A4656/1938 Comp. : JRSQ - 243 T.M. : 693	

SERVITUDE

The property is subject to a perpetual servitude of right of way in favor of Portion 1 of Holding Lyttleton AH Ext 1, said servitude 2 meters wide, represented by the figure ABCDA on servitude Diagram No S.G. 2574/2014. This servitude is on the southern boundary of the subject property.

8. APPROVAL



Economic Development and Spatial Planning

252 Thabo Sehume Street | Middestad Building | Pretoria | 0002
PO Box 6338 | Pretoria | 0001
Tel: 012 358 1354 / 012 358 1355 | Fax: 012 358 0310
Email: makgoromeljem@tshwane.gov.za | www.tshwane.gov.za | www.facebook.com/CityOfTshwane

My ref: CPD 9/2/4/2-4859T
(Item 28323)

Tel: 012 358 7328

Your ref:
Contact person: Phillip Everitt

Fax:
Email: MPTsupport@tshwane.gov.za

Section/Unit: Development Compliance and
Legislation: Tribunal Secretarial Support

PER – EMAIL
SFP Town Planning
PO Box 908
Groenkloof
0027

Email: admin@sfplan.co.za

31 May 2022

Dear Sir / Madam,

APPLICATION IN TERMS OF SECTION 16(18) OF THE CITY OF TSHWANE LAND USE MANAGEMENT BY-LAW, 2016 FOR THE ESTABLISHMENT OF THE PROPOSED TOWNSHIP DIE HOEWES EXTENSION 334 ON PART OF PORTION 308 OF THE FARM LYTTTELTON 381-JR

Kindly note that the Municipal Planning Tribunal inter alia resolved on 9 February 2022, as follows:

1. That in terms of the provisions of section 18(6) of the City of Tshwane Land Use Management By-Law, 2016, the application in terms of Section 16(4)(d) of the City of Tshwane Land Use Management By-Law, 2016 for the establishment of the proposed township Die Hoewes Extension 334 on Part of Portion 308 of the farm Lyttelton 381-JR be approved subject to the following conditions:
 - (i) the statement of conditions for the establishment in terms of Section 16(4)(g)(ii), attached hereto as Annexure 14;
 - (ii) The draft amendment scheme in terms of Section 16(4)(g)(v) as attached hereto as Annexure 13; and
 - (iii) the layout Plan CPD/Die Hoewes x 334/4 attached hereto as Annexure 11.

2. The conditions to be incorporated into the draft amendment scheme as approved and contained in the statement of conditions, shall be finalized after the approval of the general plan, for purposes of reference to the erf numbers.
3. That the Strategic Executive Director: City Planning and Economic Development Department (Regional Spatial Development Division) and Director: Development Compliance and Legislation be granted permission to finalise any further amendments to the lay-out plan and conditions of establishment, which may be necessary, but do not imply a substantial amendment to the lay-out plan.
4. That the applicant shall be responsible for the payment of development charges and/or monies for the provision of engineering services and parks and open spaces as contemplated in Chapter 7 of the LUM By-law and Sections 40(7), 49 and 50 of SPLUMA.
5. That the applicant's attention is drawn to the provisions of sections 16(6), (7) and (8) of the LUM By-law and section 43(2) of SPLUMA with regard to the compliance with the Conditions of Establishment as the conditional approval necessary to bring the land use rights into operation in terms of section 16(9) of the LUM By-law.
6. THE APPLICANT/OWNER'S ATTENTION IS DRAWN TO THE FOLLOWING:
 - 6.1 Kindly take note that all amounts in respect of the provision of engineering services, except the amount in respect of electricity, must be paid at Group Financial Services Department: Mrs Lerato Salemane, BKS Building, 373 Pretorius Street, 2nd Floor, Room 206. This approval letter must be produced when payments are made.
All amounts in respect of electricity are payable at Room 426, Bothongo Plaza East Building, Francis Baard Street.
Refer any enquiries regarding service contributions and/or conditions directly to the applicable Public Works and Infrastructure Development Department.
 - 6.2 The Municipality's approval in the above regard should not be seen or interpreted thus being so, as approval or approval in principle, of any application that may follow on the relevant erf.
 - 6.3 In terms of section 43 of Spatial Planning and Land Use Management Act, 2013 the applicant must comply with all the conditional approval conditions within a period of 5 years (including any extensions of time as indicated above) failing which his/her approval shall lapse.
 - 6.4 Proof of compliance in accordance with the "Guideline for Post Approval Compliance" must be submitted by e-mail to PCPDevCompliance@tshwane.gov.za as one PDF document and no land use rights may be exercised without the certification of compliance.
 - 6.5 You are hereby informed that you may appeal the decision or the imposition of the conditions imposed contained herein in terms of Section 20 of the City of Tshwane Land Use Management By-law, 2016 read with section 51 of the Spatial Planning and Land Use Management Act, 16 of 2013, which sets out the timeframes, processes and procedures for the lodging of an appeal. Your appeal may be lodged electronically at MATappeals@tshwane.gov.za.

Regards

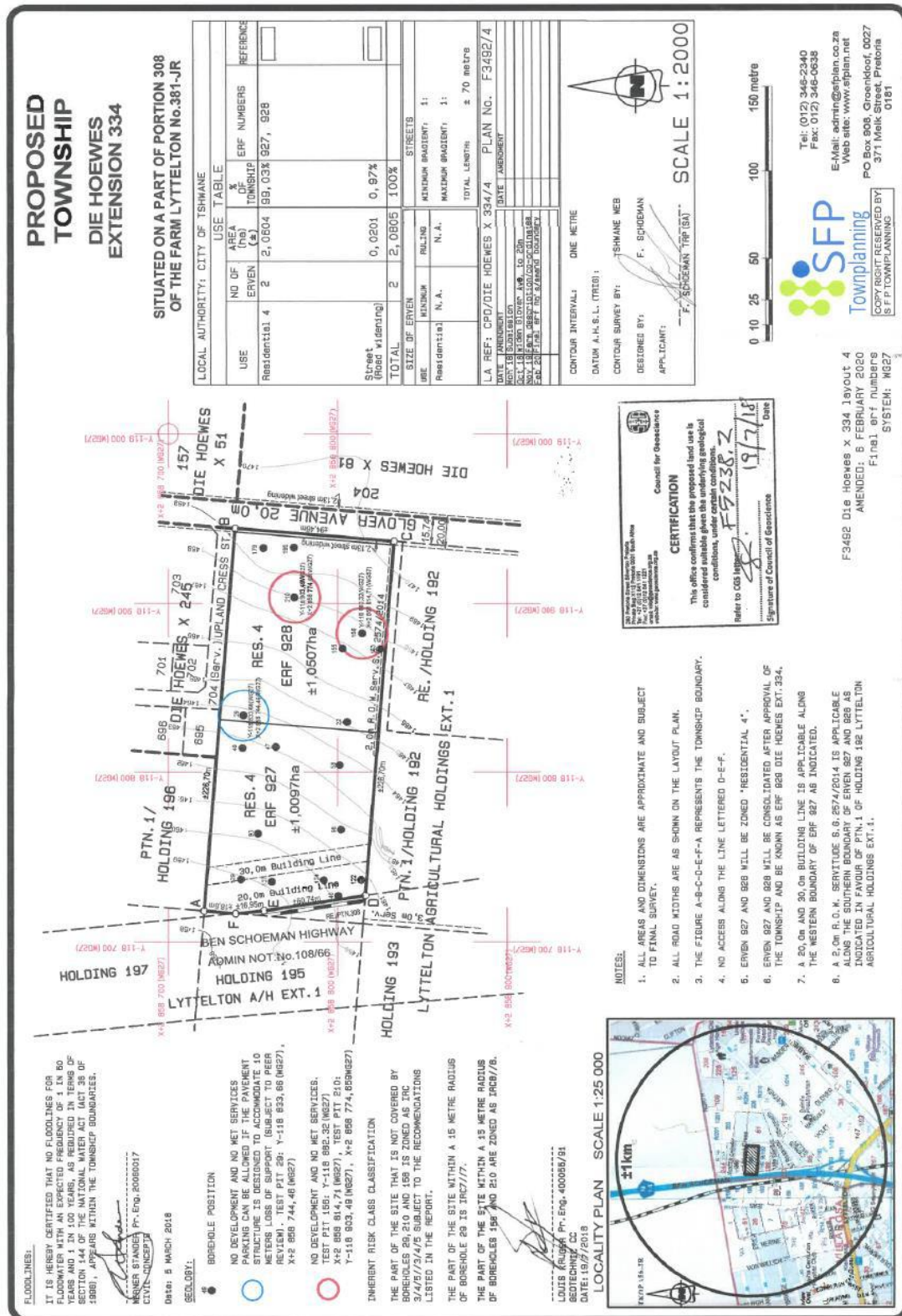


o.b.o BENJAMIN MANASOE

ACTING GROUP HEAD: ECONOMIC DEVELOPMENT AND SPATIAL PLANNING

On request, this document can be provided in another official language.

9. GEOLOGY REPORT



10. COPY OF TITLE DEED

Prinsloo Attorneys
Prokureur/Attorney

1374

TEL: 011 447 6765

DEED OF TRANSFER

in favour of

AMSTIFOR PROPRIETARY LIMITED

over

HOLDING194 LYTTTELTON A/H EXT 1

PRINSLOO ATTORNEYS
18 BOLTON ROAD
ROSEBANK
JOHANNESBURG
Tel: 011 447 6765

GhostConvey 15.9.12.2

1374

Prinsloo Attorneys
26 Sturdee Avenue
MUA Building
Rosebank
Johannesburg

SEELREG
STAMP DUTY R.....
FOO: 2100 00
FEE: 2100 00

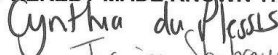
Prepared by me


CONVEYANCER
FREDERIK JACOBUS VAN EEDEN

B.	000039002 / 2017
VERBIND MORTGAGED	
vir	5000 000 00
for R.	
Alderkantoor Deeds Office PRETORIA	18 SEP 2017
DATUM DATE	

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT


~~Johannes Jesaias Sephenus Skyn~~

T	17 66883
---	----------

appeared before me, REGISTRAR OF DEEDS at PRETORIA, he the said
Apparar being duly authorised thereto by a Power of Attorney signed at
ROSSLYN on 1 August 2017 and granted to him by

The Trustees for the time being of GOD'S ACRE TRUST
Registration Number IT572/07

Page 2

And the Appearer declared that his said principal had truly and legally sold on 17 February 2017 and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

AMSTIFOR PROPRIETARY LIMITED
Registration Number 2011/110863/07

its Successors in Title or assigns, in full and free property

HOLDING 194 LYTTELTON AGRICULTURAL HOLDINGS EXTENSION 1
REGISTRATION DIVISION J.R.; PROVINCE OF GAUTENG

MEASURING 2,1414 (TWO COMMA ONE FOUR ONE FOUR) Hectares

FIRST TRANSFERRED by Deed of Transfer Number T 29731/1947 with
diagram annexed and held by Deed of Transfer T 65094/2008

SUBJECT TO THE FOLLOWING CONDITIONS:

- (a) The holding is held as an agricultural holding and it may be used only for the purposes contemplated by the definition of that term contained in the Agricultural Holdings (Transvaal) Registration Act, 1919.

That definition reads as follows:-

"Agricultural holding shall mean a portion of land not less than 8565 square meters in extent used solely or mainly for the purpose of agriculture or horticulture or for breeding or keeping domestic animals, poultry or bees."

- (b) This holding may not be subdivided nor may any part or portion of it be sold, leased or disposed of in any way without the written approval of the Townships Board first had and obtained.
- (c) Not more than one residence with the necessary outbuildings shall be built on this holding except with the written approval of the Townships Board first and obtained.

Outbuildings shall be built simultaneously with the dwelling house which shall be a completed house and not one partly built and intended for completion at a later date. No dwelling house shall be erected on this holding unless constructed of burnt brick or stone or concrete or other suitable material. Plans and specifications of all buildings to be erected on this holding shall be submitted to and approved by Lyttleton Townships (Proprietary) Limited or its successors in title, before the commencement of such building operations.

- (d) No store or place of business whatsoever may be opened or conducted on this holding. The owner or tenant of this holding shall, however, have the right to sell or dispose of any produce or other commodity grown on or derived from the said holding.

GhostConvey 15.9.12.2

NC

4

- (e) Neither Lyttleton Townships (Proprietary) Limited, its Successors in settlement title nor the Government nor the Transvaal Provincial Administration shall in any way be responsible for or be compelled to maintain, repair or keep in order any roads approaching this holding or any drains in connection therewith.
- (f) Lyttleton Townships (Proprietary) Limited reserves to itself and its successors in title the right to lay down in, on or under the streets and roads, or along the boundary lines of this holding, telegraphs, telephones, pipes or other apparatus for the purpose of lighting, communication, water leading and drainage either by methods at presents in use or which may hereafter come into use, and the further right at all times to the free and unimpaired passage of electric, telegraph wires over or above any portion of this holding together with the right to affix free of cost such wires to any buildings or erections thereupon at a height of not less than ten feet from the ground with the right to access to the said wires at any time for the purpose of removal or maintenance.
- (g) The owner shall fence this holding and maintain such fence in good order and repair.
- (h) The owner of the holding shall not be entitled to any riparian rights to water from the Hennops River.
- (i) This holding shall be subject to Deed of Servitude No. 285/1934S, with reference to a right of wayleave for electric energy in favour of the City Council of Pretoria, and to Deed of Servitude No. 80/1932S with reference thereto.
- (j) This holding may not be made subject to any other or further conditions of title than those herein expressed, except such other or further conditions as may be approved, in writing, by the Minister of Lands.
- (k) This within mentioned property is subject to a perpetual servitude of right of way in favour of Portion 1 of Holding 192 Lyttelton Agricultural Holdings Extension 1, said servitude 2 meters wide, represented by the figures ABCDA on Servitude Diagram No S.G. 2574/2014 annexed thereto as more fully appear from Notarial Deed K777/2016S

SUBJECT to such conditions as are mentioned or referred to in the aforesaid Deed/s.

WHEREFORE the Appearer, renouncing all rights and title which the said

The Trustees for the time being of GOD'S ACRE TRUST
Registration Number IT572/07

GhostConvey 15.9.12.2

NC

9

Page 4


heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

AMSTIFOR PROPRIETARY LIMITED
Registration Number 2011/110863/07

its Successors in Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R6 600 000,00 (SIX MILLION SIX HUNDRED THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at
PRETORIA on **18 SEP 2012**



q.q.

In my presence

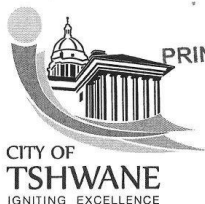


REGISTRAR OF DEEDS

GhostConvey 15.9.12.2

asc





1374

PRINSLOO ATTORNEYS INC
TEL: 011 447 6765

Certificate Number: 0000347727

*Prinsloo AH
CHen*

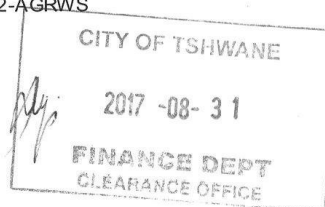
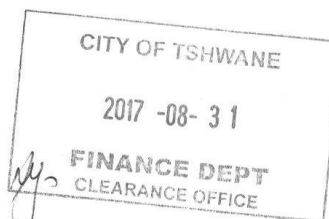
CITY OF TSHWANE METROPOLITAN MUNICIPALITY

ac
(3)

In terms of section 118 of the Local Government: Municipal Systems Act, (Act No. 32 of 2000), it is hereby certified that all amounts that become due to the City of Tshwane Metropolitan Municipality in connection with the undermentioned property situated within that municipality for municipal service fees, surcharges on fees, property rates and other Municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid:

DESCRIPTION OF PROPERTY:

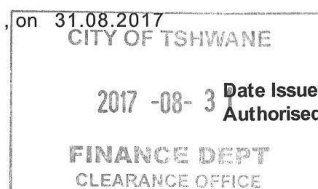
Municipal Reference Number: 5005082232
Erven: 00194
Portion:
Extension: 000
Zoning: 2-Agric Holding - Within Services Plan
Registration Division / Administrative District: CTMM
Suburb: LYTTTELTON AH X01
Town: CENTURION
Sectional Title Unit Number: 00000
Exclusive Use area and number as referred to as registered plan: 72-AGRWS
Real Right: Agricultural Residential Properties
Scheme Registration Number:
Sectional Title Scheme Name:
Registered Owner: GODS ACRE TRUST



Purchaser Name: AMSTIFOR PTY LTD
Purchaser Identity Number: 2011/110863/0

This certificate is valid until: 30.11.2017

Given under my hand at CENTURION



[Signature]

MUNICIPAL MANAGER
City of Tshwane Metropolitan Municipality

This certificate is being issued without prejudice to any rights of the Council.



BidEasy
Auctioneers

Pieter Nel

084 8800 165 / pieter@bideasy.co.za