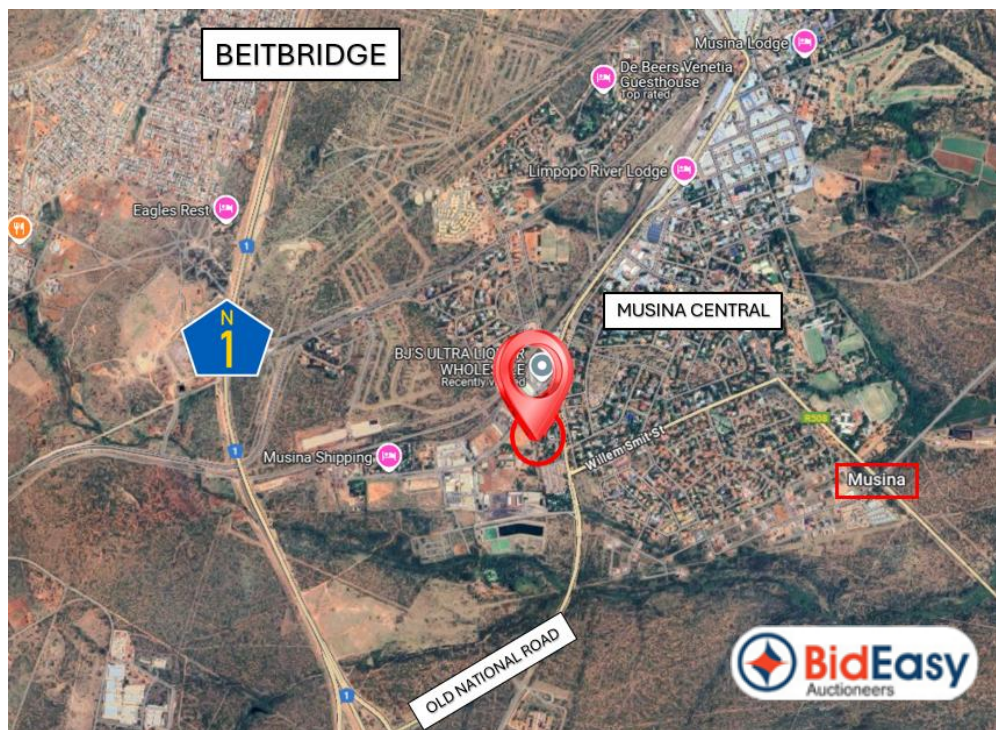




MUSINA COMMERCIAL OPPORTUNITY ZONED BUSINESS 1 27 000m² PROPERTY

ADDRESS:

MUSINA HOTEL, 3 NATIONAL ROAD, MUSINA, LIMPOPO



ONLINE AUCTION

BIDS OPEN:

TUESDAY, 8 JULY 2025 AT 08H00

BIDS CLOSE:

WEDNESDAY, 9 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. ZONING CERTIFICATE
6. PROPERTY IMAGES
7. AERIAL PHOTO / GIS AERIAL
8. MAP
9. TITLE DEED
10. SG DIAGRAMS
11. COPY OF MUNICIPAL ACCOUNT

TERMS AND CONDITIONS:

- **R250,000.00 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	MUSINA HOTEL PTY LTD (2013/111390/07)
PHYSICAL ADDRESS	3 NATIONAL ROAD, MUSINA, LIMPOPO
LEGAL DESCRIPTION	PORTION 0 OF ERF 789, MESSINA EXT 3, LIMPOPO - MT
ZONING	BUSINESS 1
TITLE DEED	T26873/2015PTA
LOCAL AUTHORITY	LIMPOPO
EXTENT	2.7860 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	R250,000.00

3. RULES OF AUCTION

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BID OPENS FROM: TUESDAY 8 JULY 2025 @ 08H00
TIME OF AUCTION: WEDNESDAY 9 JULY 2025 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

MUSINA HOTEL PTY LTD (2013/111390/07)
(“the SELLER”)

and

(“the PURCHASER”)

The SELLER hereby sells to the PURCHASER who purchases the following immovable PROPERTY:

TITLE DEED DESCRIPTION: ERF 789 MESSINA EXT 3-MT, LIMPOPO
KNOWN AS: 3 NATIONAL ROAD, MUSINA, LIMPOPO
TITLE DEED: T26873/2015PTA
IN EXTENT: 2.7860Ha

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 **R35 000.00** 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 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 16TH JULY 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 "voetstoots" 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 *excussio*.

19 INSOLVENCY ACT NO. 24 OF 1936

The Parties agree that notice of the sale of the property, pursuant to this Agreement, will not be published by the **SELLER** and the **SELLER** indemnifies the **PURCHASER** against any claims which may be made arising from the said sale not being advertised. The **SELLER** warrants the **PURCHASER** that if any proceedings of any kind referred to in SECTION 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due by the entity that has instituted such proceedings. The **SELLER** furthermore indemnifies and holds the **PURCHASER** harmless against any losses or damages that the **PURCHASER** may suffer by reason of such proceedings being instituted

20 COMPANY TO BE FORMED

- 20.1 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.
- 20.2 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.

21 COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

- 21.1 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.
- 21.2 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.

22 ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

- 22.1 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**.
- 22.2 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**.
- 22.3 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.
- 22.4 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.

23 DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION

- 23.1 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:
- 23.1.1 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
- 23.1.2 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.
- 23.2 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.

- 23.3 Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 23.4 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.
- 23.5 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.
- 23.6 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.

24 **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.

25 **GENERAL CLAUSES**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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*.
- 25.5 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.
- 25.6 The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 25.7 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

27 000m² Rare Commercial Property opportunity on the main road through the Musina Business District with Zoned Business 1.

Musina's proximity to the **Beitbridge border post**, the **busiest commercial border crossing in Southern Africa**, positions the property as a prime site for businesses engaged in cross-border trade, logistics, and warehousing.

Limpopo's infrastructure developments and economic initiatives, such as the North-South Corridor, are enhancing connectivity and trade routes, potentially increasing demand for commercial properties in Musina.

The substantial land size of this property offers versatility for various developments for owner use. In addition, developing the property into leasable units can generate consistent rental income.

Investing in a 2.7-hectare commercial property in Musina's business district presents a promising opportunity, especially for developments aligned with logistics, retail, or warehousing. You can capitalize on Musina's strategic location and emerging market trends.

Musina Economic Zone

The Musina Makhado Special Economic Zone (MMSEZ) is a strategic industrial development located in Limpopo. Established as a state-owned entity under the SEZ Act of 2014, MMSEZ aims to drive industrialization, attract investment, and create jobs in the region.

Situated near the Beitbridge Border Post MMSEZ serves as a critical gateway for trade between Southern Africa and the rest of the continent. The zone is strategically positioned along the N1 highway, linking Johannesburg to the north, and is connected to rail networks facilitating access to ports like Maputo and Durban.

Antonvilla Site (North): Spanning 3,500 hectares in Musina, this site focuses on light and medium manufacturing, agro-processing, and logistics. Makhado Site (South): Located between Musina and Makhado, this site is dedicated to heavy industries, including energy generation and metallurgy.

MMSEZ is also the catalyst for a new Smart City initiative aimed at transforming Musina and Makhado into a modern industrial and trade hub. The development includes plans for residential estates, public transport systems, commercial hubs and retail spaces over the next decade.

The development of MMSEZ is expected to significantly boost the local economy. The northern site alone has an estimated bulk infrastructure investment of approximately R2.9 billion.

thedtic.gov.za

Visit the official MMSEZ website: <https://mmsez.co.za>.

5. ZONING

Local

Private Bag X611
MUSINA, 0900

☎ 015 534-6100
Fax 015 534-2513

ENQUIRIES SPEAK TO

Musina



Municipality

E-mail: luruli@mail.ncdnet.co.za
msnamanager@limpopo.co.za
msnacorporate@limpopo.co.za
msnacom@limpopo.co.za
msnafinance@limpopo.co.za
msnatechnical@limpopo.co.za

REFERENCE NO

J.A.P. DU TOIT

143/2/Rem 789

14 July 2008

Danté Moelich
Plankonsult
P.O. Box 72729
Lynnwood Ridge
0040

**REZONING APPLICATION:
REMAINDER OF ERF 789, MESSINA EXTENSION 3
MESSINA AMENDMENT SCHEME 142**

With reference to your letter dated 19 May 2008 the following.

The rezoning application of the Remainder of Erf 789, Messina Extension 3 in terms of Section 56 of the Townplanning and Townships Ordinance, 1986 (Ordinance 15 of 1986) from "Special" to "Business-1" is approved.

Attached herewith approval in terms of delegated authority in accordance with Council Resolution 13.7.2004, as well as 1 copy of the approved and signed Scheme Clauses and Map 3 documentation.



J.A.P. DU TOIT
TECHNICAL MANAGER

Local

Private Bag X611
MUSINA, 0900

☎ 015 534-6100
Fax 015 534-2513

ENQUIRIES SPEAK TO

Musina



Municipality

E-mail: luruli@mail.ncdnet.co.za
msnamanager@limpopo.co.za
msnacorporate@limpopo.co.za
msnacom@limpopo.co.za
msnafinance@limpopo.co.za
msnatechnical@limpopo.co.za

REFERENCE NO

J.A.P. DU TOIT

143/2/Rem 789

Extract of the minutes of a Council Meeting held on 27 July 2004.

Council Resolution 13.7.2004 - TOWN PLANNING AND TOWNSHIP ESTABLISHMENT

Resolved:

1. THAT the delegated authority as authorized by Council Resolution 4.2.2004 be amended by delegating the approval of the following to the Municipal Manager.
 - Applications in terms of the Town Planning and Township Ordinance, Ordinance 15 of 1986, e.g. subdivisions, consolidations, rezonings, etc. (Town)
 - Applications in terms of the Division of Land Ordinance, Ordinance 20 of 1986 (Farms)
 - Application for Consent Use for Home Undertakings in terms of the Musina Town Planning Scheme, 1983
 - Application for Building Plan Approval in terms of the National Building Regulations.
2. THAT the delegated authority in (1) above be further sub-delegated to the Technical Manager.
3. THAT all approvals granted be submitted to Council on a quarterly basis for cognizance and ratification.

CERTIFIED A TRUE EXTRACT


A.N. LURULI
MUNICIPAL MANAGER
21 September 2007

MESSINA DORPSBEPLANNINGSKEMA 1983

MESSINA WYSIGINGSKEMA 142

Die MESSINA DORPSBEPLANNINGSKEMA 1983, goedgekeur kragtens Administrateurskennisgewing 938, gedateer 15 Junie 1983, word hiermee soos volg verder gewysig en verander:

1. Die Kaart, A en B reeks soos aangetoon op Kaart 3, Wysigingskema 142.



MESSINA TOWN PLANNING SCHEME 1983

MESSINA AMENDMENT SCHEME 142

The MESSINA TOWN PLANNING SCHEME 1983, approved by virtue of Administrator's Notice 938, dated 15 June 1983, is hereby further amended and altered in the following manner:

1. The Map, A and B series as shown on Map 3, Amendment Scheme 142.



KODE 96 MESSINA DORPSBEPLANNINGSKEMA 1983 KAART 3 A REEKS WYSIGINGSKEMA 142 VEL 1 VAN 1 VEL
CODE CODE TOWN-PLANNING SCHEME MAP MAP SERIES AMENDMENT SCHEME SHEET 1 OF 1 SHEET

**RESTANT VAN ERF 789,
REMAINDER OF
MESSINA UITBR./EXT. 3**

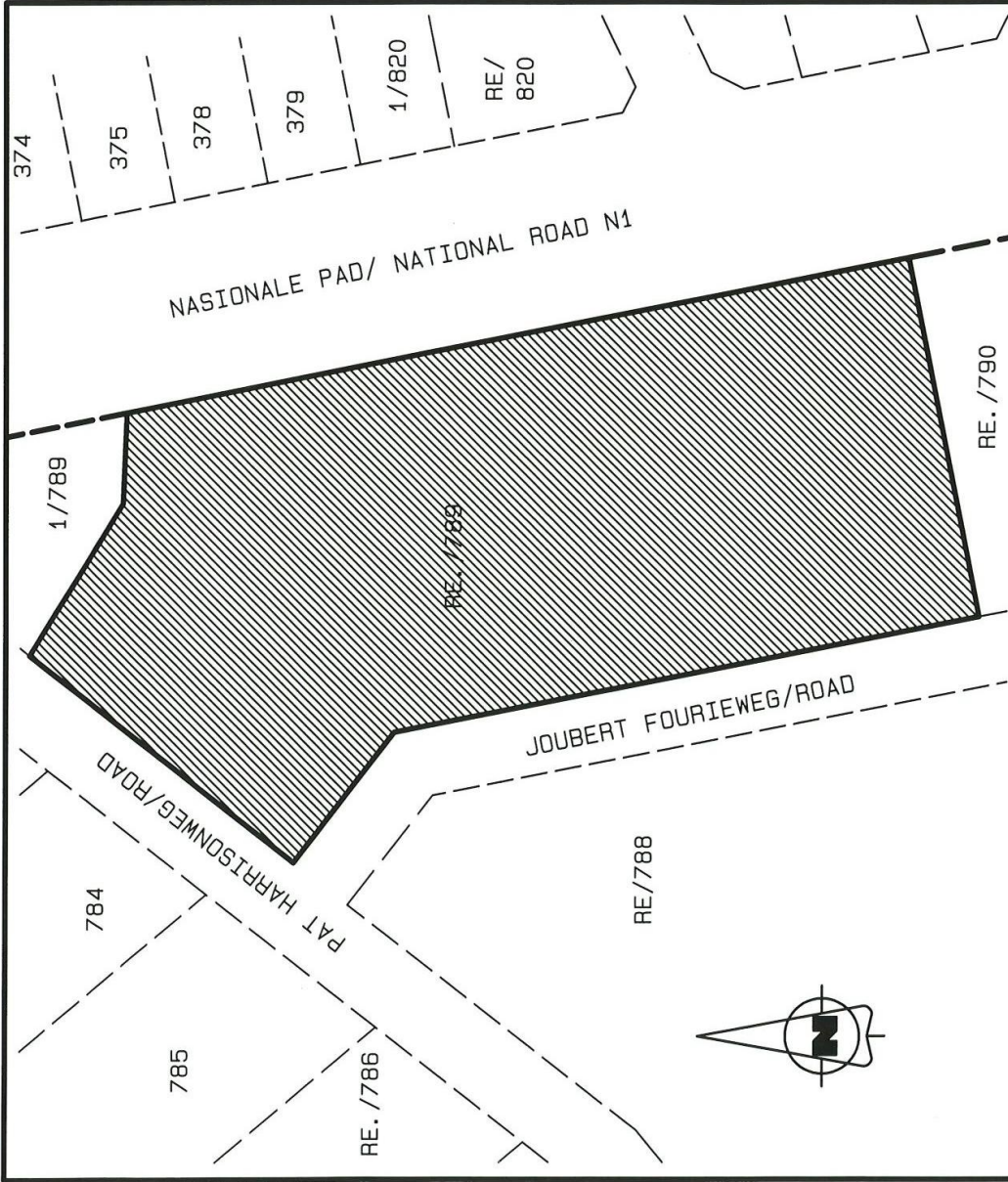
VERWYSING / REFERENCE

Dorpgrens
Township Boundary

GEBRUIKSONES / USE ZONES

Besigheid 1
Business 1

GOEDGEKEUR / APPROVED



GEBRUIKSONES / USE ZONES

SCALE / SKAAL 1 : 2000

LOCAL AUTHORITY NOTICES PLAASLIKE BESTUURSKENNISGEWINGS

LOCAL AUTHORITY NOTICE 338

MUSINA MUNICIPALITY

MESSINA AMENDMENT SCHEME 142

It is hereby notified in terms of section 57 of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that the Musina Municipality has approved the amendment of Messina Town-planning Scheme, 1983, for the rezoning of the Remainder of Erf 789, Messina Extension 3 to "Business 1".

Map 3 and the scheme clauses of this amendment scheme are filed with the Municipal Manager of Musina Municipality and are open for inspection during normal office hours.

This amendment is known as Messina Amendment Scheme 142 and shall come into operation on date of publication of this notice.

A.N. LURULI, Municipal Manager

PLAASLIKE BESTUURSKENNISGEWING 338

MUSINA MUNISIPALITEIT

MESSINA-WYSIGINGSKEMA 142

Hiermee word ingevolge die bepalings van artikel 57 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), bekend gemaak dat die Musina Munisipaliteit die wysiging van die Messina-dorpsbeplanningskema, 1983, goedgekeur het, synde die herosnering van die Restant van Erf 789, Messina Uitbreiding 3 na "Besigheid 1".

Kaart 3 en die skemaklousules van hierdie wysigingskema word deur die Munisipale Bestuurder van Musina Munisipaliteit in bewaring gehou en lê gedurende gewone kantoorure ter insae.

Hierdie wysigingskema staan bekend as Messina-wysigingskema 142 en tree op datum van publikasie van hierdie kennisgewing in werking.

A.N. LURULI, Munisipale Bestuurder

10-17

LOCAL AUTHORITY NOTICE 339

LEPHALALE MUNICIPALITY

NOTICE OF APPLICATION FOR ESTABLISHMENT OF TOWNSHIP

REGULATION 21

The Lephalale Municipality, hereby gives notice in terms of section 96 (1) and (3) read with section 69 (6) of the Town-planning and Townships Ordinance, 1986, that an application to establish the township referred to in the Annexure hereto, has been received.

Particulars of the application will lie for inspections during normal office hours at Municipal Manager, Municipal Offices, Lephalale, for a period of 28 days from 10 October 2008.

Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager, at the above address or at Private Bag X136, Ellisras, 0555, within a period of 28 days from 10 October 2008.

ANNEXURE

Name of township: Marapong Extension 5.

Full name of the applicant: Dries de Ridder Town and Regional Planner.

Number of erven in proposed township:

Residential 1—171 erven;

Residential 4—1 erf;

Educational—1 erf;

Business 2—1 erf; and

Existing Public Roads.

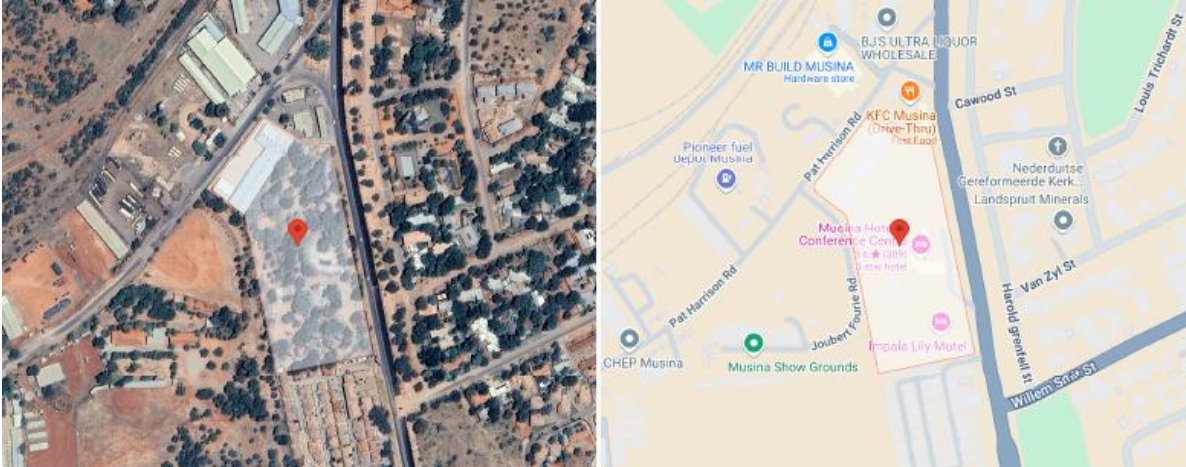
6. PROPERTY IMAGES



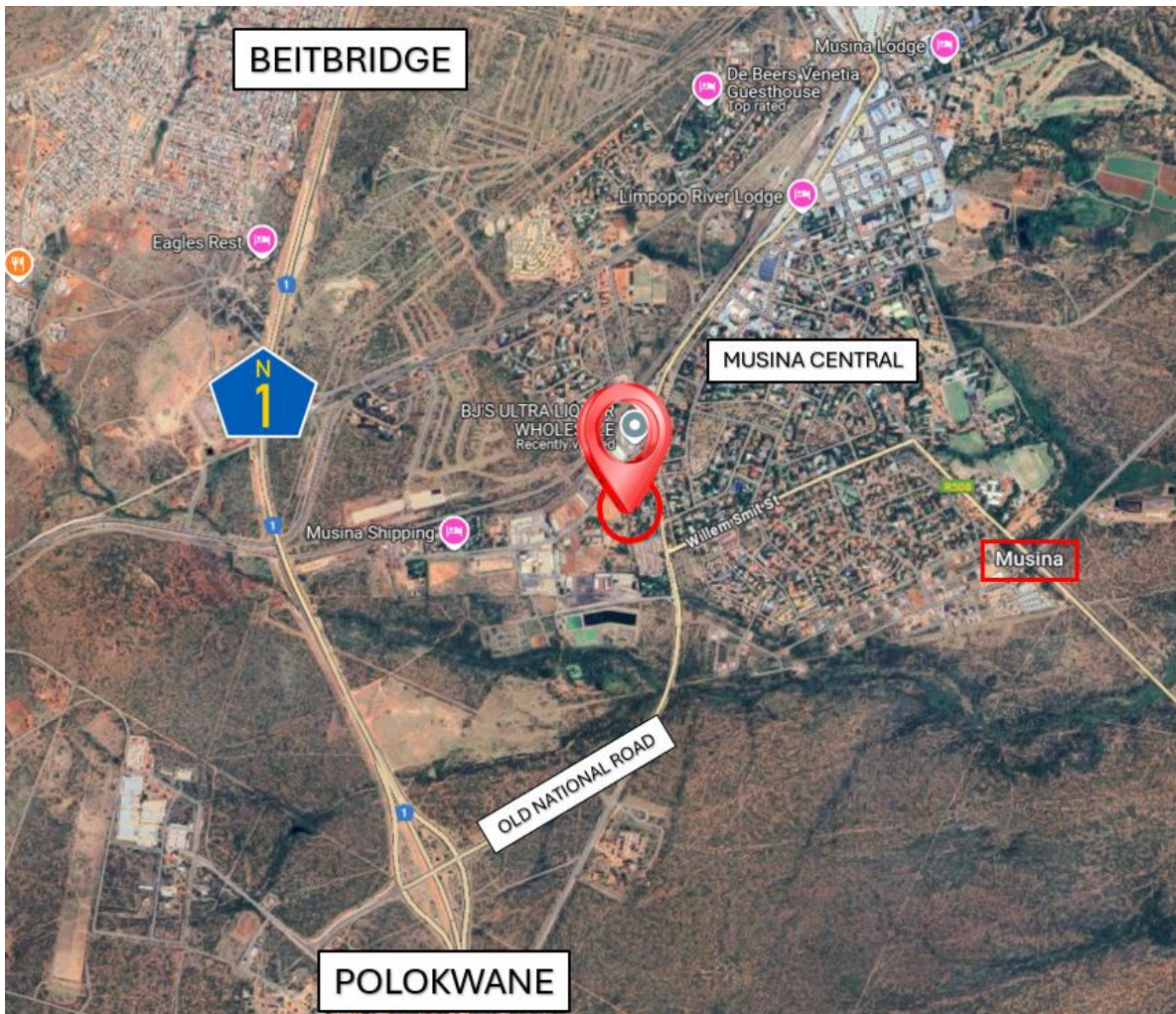
7. AERIAL PHOTOS



8. MAP



GPS Coordinates 22°21'29.6"S 30°01'56.9"E
-22.358226, 30.032477



9. COPY OF TITLE DEED

Erwee Attorneys
Tel: 015 534 3394/6/7

SEELREG	/
STAMP DUTY R	
FODI	
FEES R	3000 - 00

Prepared by me

CONVEYANCER
MARIA DORATHEA JOUBERT

VERBIND	MORTGAGED
VIR FOR R	11 000 000 - 00
B	000016711 ■ 2015
17 04 15	REGISTRATEUR/REGISTRAR

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

T	000026873 / 2015
---	------------------

~~MARIA DORATHEA JOUBERT,~~

YOLANDA SAAMAN

appeared before me, REGISTRAR OF DEEDS at Pretoria, he the said Appearer being duly authorised thereto by a Power of Attorney signed at BELA-BELA on 28 January 2015 and granted to him by

IMPALA LELIE LODGE CC
Registration Number 1992/012332/23

GhostConvey 14.10.4.15

And the Appearer declared that his said principal had truly and legally sold on 16 February 2013 and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

MUSINA HOTEL PROPRIETARY LIMITED
Registration Number 2013/111390/07

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

REMAINING EXTENT OF ERF 789 MESSINA EXTENSION 3
TOWNSHIP, REGISTRATION DIVISION M.T., LIMPOPO PROVINCE

MEASURING 2,7860 (TWO COMMA SEVEN EIGHT SIX ZERO)
HECTARES

FIRST TRANSFERRED by Deed of Transfer Number T15159/1972 and
held by Deed of Transfer T118734/1999

SUBJECT TO THE FOLLOWING CONDITIONS:

A.

- (a) "The local authority and any other person or body of persons so authorised in writing by the Administrator shall, for the purpose of securing the enforcement of these conditions and any other conditions referred to in Section Fifty-Six bis of Ordinance No 11 of 1931, have the right and power at all reasonable times to enter into upon the erf for the purpose of such inspection or inquiry as may be necessary to be made for the abovementioned purpose.
- (b) Neither the owner nor any other person shall have the right to make or permit to be made upon the erf for any purpose whatsoever any bricks, tiles or earthenware pipes or other articles of a like nature.
- (c) The elevational treatment of all buildings shall conform to good architecture so as not to interfere with the amenities of the neighbourhood.

GhostConvey 14.10.4.15

- (d) Neither the owner nor any other person shall have the right save and except to prepare the erf for building purposes, to excavate therefrom any material without the written consent of the Local Authority.
- (e) Where, in the opinion of the Local Authority, it is impracticable for storm water to be drained from higher lying erven direct to a public street, the owner of the erf shall be obliged to accept and/or permit the passage over the erf of such storm water, provided that the owners of any higher lying erven, the storm water from which is discharged over any lower lying erf, shall be liable to pay a proportionate share of the cost of any pipeline or drain which the owner of such lower lying erf may find necessary to lay or construct for the purpose of conducting the water so discharged over the erf.
- (f) The erf shall be used solely for show purposes and for purposes incidental thereto, provided that should the erf not be used for the above purposes, it may be used for such other purposes as may be allowed and subject to such conditions as may be imposed by the Administrator after consultation with the Townships Board and the Local Authority.
- (g) Ingress to and egress from the erf shall be restricted to the north-western and the western boundaries thereof.
- (h) Buildings, including outbuildings, hereafter erected on the erf, shall be located not less than 15,24 metres from the eastern boundary thereof.
- (i) The erf shall be subject to a servitude 1,89 metres wide, in favour of the Local Authority for sewerage and other municipal purposes, along one only of its boundaries other than a street boundary, as determined by the Local Authority.
- (j) No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within a distance of 1,89 metres thereof.


GhostConvey 14.10.4.15

- (k) The Local Authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance and removal of such sewerage mains and other works as it in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of constructing, maintaining and removing such sewerage mains and other works being made good by the Local Authority.

B. DEFINITIONS

In the foregoing conditions the following terms shall have the meaning assigned to them:

- (i) "APPLICANT" means the GREATER MESSINA TRANSITIONAL LOCAL COUNCIL and its Successors in Title to the township".

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



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

IMPALA LELIE LODGE CC
Registration Number 1992/012332/23

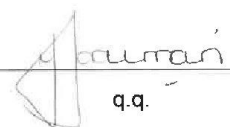
heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

MUSINA HOTEL PROPRIETARY LIMITED
Registration Number 2013/111390/07

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 R16 000 000,00 (SIXTEEN MILLION 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


q.q.

In my presence

17 04 15


REGISTRAR OF DEEDS

10. COPY OF SG DIAGRAM

	SIDES Metres	ANGLES OF DIRECTION.
AB	27,17	316 . 07 . 20
BC	305,85	348 . 52 . 00
CD	116,50	78 . 52 . 00
DE	190,20	168 . 52 . 00
EF	46,18	127 . 53 . 00
FG	8,91	172 . 53 . 00
GH	138,54	217 . 53 . 00
HA	27,17	250 . 37 . 40

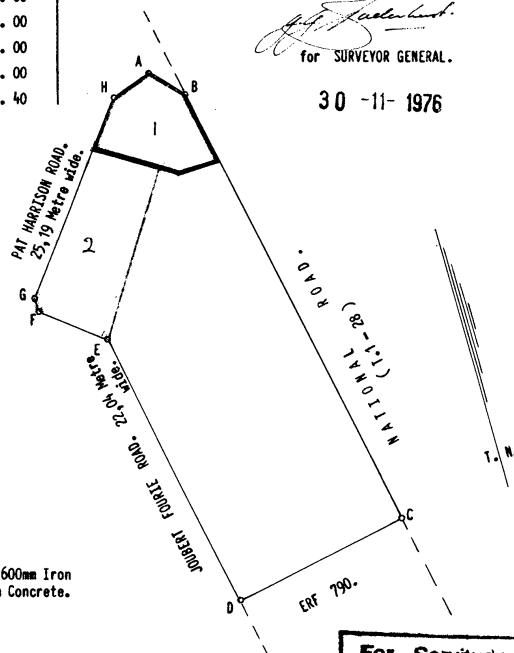
S. G. No. A. 6103/76

Approved

C.F. Sutton
for SURVEYOR GENERAL.

30 -11- 1976

SCALE 1 : 3 000



DESCRIPTION OF BEACONS :

A.B.C.D.E.F.G.H. : 12mm x 600mm Iron
Pegs in Concrete.

**For Servitudes
Deductions and
Endorsements
See Over.**

The Figure A B C D E F G H

represents

3,6521 Hectare

of land being

ERF No. 789

MESSINA EXTENSION No. 3.

Province of Transvaal.

Framed in terms of Section 39 of Act 9 of 1927 in November, 1976 by me

C.F. Sutton

C.F. SUTTON, LAND SURVEYOR.

This Diagram is annexed to Transfer

No. 15159/1972

d.d.

i.f.o.

Registrar of Deeds.

Gen. Plan

File S.G. No. A1117/64


Comp. MT 3A-21

TP 2823

MTNQ 312

DEDUCTED				REM.			
No.	Sub.	Diag. No.	Sq. Metres	Sq. Metres		Date	Transfer
1)	1.	A6104/76	3 287	3,3234 ha	<i>Schloss</i>	1986-11-19	T 46134/1986.
2)	2	1112/2010	5374	2,7860 ha	<i>[Signature]</i>	2015-04-10	T 42250/2014

11.COPY OF MUNICIPAL ACCOUNT

	MUSINA LOCAL MUNICIPALITY PRIVATE BAG X811 0900 TEL: (015) 534 6100 FAX: (015) 534 2513 VAT No.:4520119847																																																																																				
TAX INVOICE/STATEMENT OF ACCOUNT																																																																																					
Account Number: 0000377840 Consumer Name: IMPALA Postal Address: NASIONALE AVENUE MESSINA Postal Code: 0900 Internet PIN: 583923152	Account Date: 30 APR 2025 Tax Invoice No.: 0000377840202504 Vat Registration No.: ERF Description: 10004 000000789 000000 0000 Suburb: MESSINA EXT 3 Market Value: 1,440,000.00 Street: 0 NASIONALE Land Area: .5374 Deposit: 0.00																																																																																				
METER READINGS																																																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>METER NO.</th> <th>METER TYPE</th> <th>OLD READING</th> <th>NEW READING</th> <th>READING DATE</th> <th>READING TYPE</th> <th>CONSUMPTION</th> </tr> </thead> <tbody> <tr> <td>00000000377840</td> <td>KVA</td> <td>.000</td> <td>71.000</td> <td>10/04/2025</td> <td>A</td> <td>71.000</td> </tr> <tr> <td>00000000377840</td> <td>TIME OF USE</td> <td>164308.000</td> <td>175074.000</td> <td>10/04/2025</td> <td>A</td> <td>10766.000</td> </tr> <tr> <td>00000000377840</td> <td>TIME OF USE</td> <td>55198.000</td> <td>59208.000</td> <td>10/04/2025</td> <td>A</td> <td>4010.000</td> </tr> <tr> <td>00000000377840</td> <td>TIME OF USE</td> <td>144599.000</td> <td>154053.000</td> <td>10/04/2025</td> <td>A</td> <td>9454.000</td> </tr> <tr> <td>00000000IMPALA</td> <td>WATER</td> <td>86680.000</td> <td>86775.000</td> <td>10/04/2025</td> <td>A</td> <td>95.000</td> </tr> </tbody> </table>		METER NO.	METER TYPE	OLD READING	NEW READING	READING DATE	READING TYPE	CONSUMPTION	00000000377840	KVA	.000	71.000	10/04/2025	A	71.000	00000000377840	TIME OF USE	164308.000	175074.000	10/04/2025	A	10766.000	00000000377840	TIME OF USE	55198.000	59208.000	10/04/2025	A	4010.000	00000000377840	TIME OF USE	144599.000	154053.000	10/04/2025	A	9454.000	00000000IMPALA	WATER	86680.000	86775.000	10/04/2025	A	95.000																																										
METER NO.	METER TYPE	OLD READING	NEW READING	READING DATE	READING TYPE	CONSUMPTION																																																																															
00000000377840	KVA	.000	71.000	10/04/2025	A	71.000																																																																															
00000000377840	TIME OF USE	164308.000	175074.000	10/04/2025	A	10766.000																																																																															
00000000377840	TIME OF USE	55198.000	59208.000	10/04/2025	A	4010.000																																																																															
00000000377840	TIME OF USE	144599.000	154053.000	10/04/2025	A	9454.000																																																																															
00000000IMPALA	WATER	86680.000	86775.000	10/04/2025	A	95.000																																																																															
ACCOUNT DETAILS																																																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>CODE</th> <th>DESCRIPTION</th> <th>UNITS</th> <th>TARIFF</th> <th>VALUE</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>OPENING BALANCE</td> <td></td> <td></td> <td style="text-align: right;">64,229.87</td> </tr> <tr> <td>17/04/2025</td> <td>008888</td> <td>DIRECT DEPOSIT PAYMENT - THANK YOU</td> <td style="text-align: right;">.000</td> <td style="text-align: right;">.000000</td> <td style="text-align: right;">64,229.87-</td> </tr> <tr> <td>30/04/2025</td> <td>1ME000</td> <td>A/RATES BUSINESS</td> <td style="text-align: right;">1440000.000</td> <td style="text-align: right;">@ .006508</td> <td style="text-align: right;">780.98</td> </tr> <tr> <td>30/04/2025</td> <td>0030TB</td> <td>TIME OF USE BASIC</td> <td style="text-align: right;">1.000</td> <td style="text-align: right;">@ 3169.030000</td> <td style="text-align: right;">3,169.03</td> </tr> <tr> <td>30/04/2025</td> <td>0040MC</td> <td>REFUSE REMOVAL BUSINESS</td> <td style="text-align: right;">11.000</td> <td style="text-align: right;">@ 663.770000</td> <td style="text-align: right;">7,301.47</td> </tr> <tr> <td>30/04/2025</td> <td>0050ME</td> <td>SEWERAGE BUSINES;INDUS;FA</td> <td style="text-align: right;">1.000</td> <td style="text-align: right;">@ 146.090000</td> <td style="text-align: right;">146.09</td> </tr> <tr> <td>30/04/2025</td> <td>0070MB</td> <td>BASIC CHARGE BUSSINESS</td> <td style="text-align: right;">1.000</td> <td style="text-align: right;">@ 58.260000</td> <td style="text-align: right;">58.26</td> </tr> <tr> <td>30/04/2025</td> <td>0020HP</td> <td>ELEC CONS SEASON PEAK</td> <td style="text-align: right;">4010.000</td> <td style="text-align: right;">@ 2.731300</td> <td style="text-align: right;">10,952.51</td> </tr> <tr> <td>30/04/2025</td> <td>0020MK</td> <td>ELEC CONS INDUSTRIAL (KVA</td> <td style="text-align: right;">71.000</td> <td style="text-align: right;">@ 1.448600</td> <td style="text-align: right;">102.85</td> </tr> <tr> <td>30/04/2025</td> <td>0020HO</td> <td>ELEC CONS SEASON OFF_PEAK</td> <td style="text-align: right;">10766.000</td> <td style="text-align: right;">@ 1.179200</td> <td style="text-align: right;">12,695.27</td> </tr> <tr> <td>30/04/2025</td> <td>0020HS</td> <td>ELEC CONS SEASON STANDARD</td> <td style="text-align: right;">9454.000</td> <td style="text-align: right;">@ 1.862000</td> <td style="text-align: right;">17,603.35</td> </tr> <tr> <td>30/04/2025</td> <td>0060MC</td> <td>WATER CONS BUSINESS</td> <td style="text-align: right;">95.000</td> <td style="text-align: right;">@ 23.480000</td> <td style="text-align: right;">2,230.60</td> </tr> <tr> <td></td> <td>009008</td> <td>VAT</td> <td></td> <td></td> <td style="text-align: right;">8,138.91</td> </tr> </tbody> </table>		DATE	CODE	DESCRIPTION	UNITS	TARIFF	VALUE			OPENING BALANCE			64,229.87	17/04/2025	008888	DIRECT DEPOSIT PAYMENT - THANK YOU	.000	.000000	64,229.87-	30/04/2025	1ME000	A/RATES BUSINESS	1440000.000	@ .006508	780.98	30/04/2025	0030TB	TIME OF USE BASIC	1.000	@ 3169.030000	3,169.03	30/04/2025	0040MC	REFUSE REMOVAL BUSINESS	11.000	@ 663.770000	7,301.47	30/04/2025	0050ME	SEWERAGE BUSINES;INDUS;FA	1.000	@ 146.090000	146.09	30/04/2025	0070MB	BASIC CHARGE BUSSINESS	1.000	@ 58.260000	58.26	30/04/2025	0020HP	ELEC CONS SEASON PEAK	4010.000	@ 2.731300	10,952.51	30/04/2025	0020MK	ELEC CONS INDUSTRIAL (KVA	71.000	@ 1.448600	102.85	30/04/2025	0020HO	ELEC CONS SEASON OFF_PEAK	10766.000	@ 1.179200	12,695.27	30/04/2025	0020HS	ELEC CONS SEASON STANDARD	9454.000	@ 1.862000	17,603.35	30/04/2025	0060MC	WATER CONS BUSINESS	95.000	@ 23.480000	2,230.60		009008	VAT			8,138.91
DATE	CODE	DESCRIPTION	UNITS	TARIFF	VALUE																																																																																
		OPENING BALANCE			64,229.87																																																																																
17/04/2025	008888	DIRECT DEPOSIT PAYMENT - THANK YOU	.000	.000000	64,229.87-																																																																																
30/04/2025	1ME000	A/RATES BUSINESS	1440000.000	@ .006508	780.98																																																																																
30/04/2025	0030TB	TIME OF USE BASIC	1.000	@ 3169.030000	3,169.03																																																																																
30/04/2025	0040MC	REFUSE REMOVAL BUSINESS	11.000	@ 663.770000	7,301.47																																																																																
30/04/2025	0050ME	SEWERAGE BUSINES;INDUS;FA	1.000	@ 146.090000	146.09																																																																																
30/04/2025	0070MB	BASIC CHARGE BUSSINESS	1.000	@ 58.260000	58.26																																																																																
30/04/2025	0020HP	ELEC CONS SEASON PEAK	4010.000	@ 2.731300	10,952.51																																																																																
30/04/2025	0020MK	ELEC CONS INDUSTRIAL (KVA	71.000	@ 1.448600	102.85																																																																																
30/04/2025	0020HO	ELEC CONS SEASON OFF_PEAK	10766.000	@ 1.179200	12,695.27																																																																																
30/04/2025	0020HS	ELEC CONS SEASON STANDARD	9454.000	@ 1.862000	17,603.35																																																																																
30/04/2025	0060MC	WATER CONS BUSINESS	95.000	@ 23.480000	2,230.60																																																																																
	009008	VAT			8,138.91																																																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>120+ DAYS</th> <th>90 DAYS</th> <th>60 DAYS</th> <th>30 DAYS</th> <th>CURRENT</th> <th>CLOSING BALANCE</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">63,179.30</td> <td style="text-align: right;">63,179.30</td> </tr> </tbody> </table>		120+ DAYS	90 DAYS	60 DAYS	30 DAYS	CURRENT	CLOSING BALANCE	0.00	0.00	0.00	0.00	63,179.30	63,179.30																																																																								
120+ DAYS	90 DAYS	60 DAYS	30 DAYS	CURRENT	CLOSING BALANCE																																																																																
0.00	0.00	0.00	0.00	63,179.30	63,179.30																																																																																
<p>The Municipality would like to encourage its customers to make use of available services and improve and social distancing .Customer accounts can be emailed and EFT payments can be made using the attached banking details .To enable your account for email services please send your request to dalsiet@musina.gov.za or mokgadim@musina.gov.za or lesedim@musina.gov.za with your municipal account number ,name and ID number .</p>																																																																																					



BidEasy
Auctioneers

Pieter Nel

084 8800 165 / pieter@bideasy.co.za