

FORCED SALE BY TENDER

FOR

THE VILLAGE CENTRE

ZONED BUSINESS 1

G.L.A. 3628m² - RETAIL & OFFICES

C/O MARLOTH, EHMKE & MURRAY STREET, NELSPRUIT



TENDER CLOSING: FRIDAY, 21 NOVEMBER 2025 @ 12H00

Email tender offers to pieter@bideasy.co.za

Pieter 084 8800 165 | www.bideasy.co.za

Immovable Assets Information

Title Deed Information –

LOT 1

ERF 3383, NELSPRUIT EXTENSION 2, MPUMALANGA

Known as: THE VILLAGE MALL
Title Deed: T37420/2005
Extent: 6003.000SQM
Local Authority: MBOMBELA MUNICIPALITY
Known As: THE VILLAGE SHOPPING CENTRE, C/O MARLOTH, EHMKE & MURRAY STREET, NELSPRUIT

Registration Division: JU
Province: MPUMALANGA
VAT Status: The seller IS registered for VAT
Zoning: BUSINESS 1

LOT 2

ERF 1496 (RE), NELSPRUIT EXTENSION 2, MPUMALANGA

Known As: THE VILLAGE OFFICE BLOCK
Title Deed: T37420/2005
Extent: 1325.0000sQM
Local Authority: MBOMBELA MUNICIPALITY
Known As: THE VILLAGE SHOPPING CENTRE, C/O MARLOTH, EHMKE & MURRAY STREET, NELSPRUIT

Registration Division: JU
Province: MPUMALANGA
VAT Status: The seller IS registered for VAT
Zoning: BUSINESS 1

Combined Extent: 7328.0000SQM

CASE NUMBER: 22258/2020

Property Information

The Village Shopping Centre is located on the corner of Marloth, Ehmke and Murray Street Nelspruit with both retail and office space which is situated on 2 stands.

The retail shopping centre known as **THE VILLAGE MALL** is situated on Erf 3383 with a G.L.A. of approximately 2548m² retail space. The offices known as **THE VILLAGE OFFICE BLOCK** with a G.L.A of approximately 1080m² office space is situated on The Remaining Extent of Erf 1496. There is adequate open car parking as well as undercover parking. These adjoining properties are offered individually and / or jointly.

The Village Shopping Centre is surrounded by low & high density residential properties as well as commercial properties

The Village Shopping Centre also offers covered and basement parking areas.

STRONG INVESTMENT - The prime location, combined with Business 1 zoning, makes this property a solid investment choice with excellent potential for capital growth. The current trend in Nelspruit supports commercial property upside (both rental increases and capital appreciation) if the property is well managed.

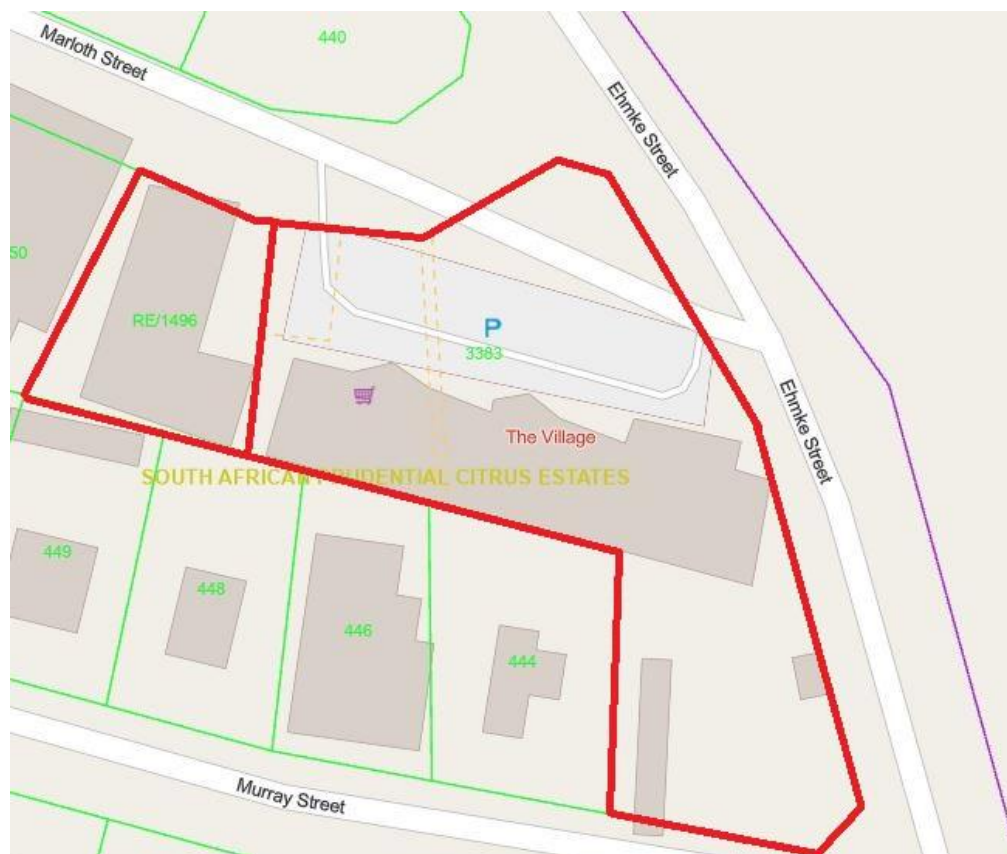
Multiple income streams with the potential for strong anchor tenants, based on the demographics and the location increases the diverse growth potential for this opportunity.



*Red Line markings on all graphics for illustration purposes only



C.S.G



SG Diagrams – ERF 3383

GROBLER, NICOL & VAN STADEN - NELSPRUIT KONSOLIDASIEDIAGRAM

KOMPONENTE:

1. Die figuur ABaKa synde Gedeelte 1 van Erf 1496 volgens diagram L.G. No. A 1635/1953, Akte van Transport No. T. 59475/1998
2. Die figuur BCDbaB synde Erf 441 volgens Algemene Plan L.G. No. A 6689/1949, Akte van Transport No.
3. Die figuur abEca synde Erf 442 volgens Algemene Plan L.G. No. A 6689/1949, Akte van Transport No.
4. Die figuur JcFGHJ synde Erf 443 volgens Algemene Plan L.G. No. A 6689/1949, Akte van Transport No.

L.G. No.

10946/1998

Goedgekeur

H.C. Frank. Schulz.

nms.

LANDMETER-
GENERAAL

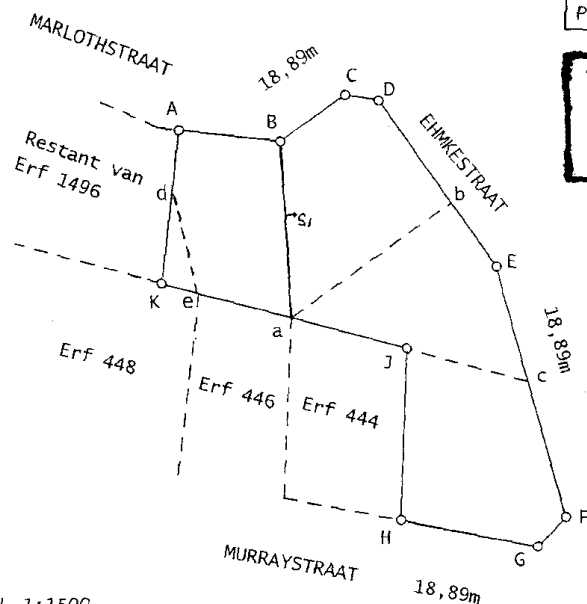
1998. 10. 08

Ordonnansie No 15/1986

Art 92

Plan en Sertifikaat

**Vir Servitude
Aftrekkings en
Endossement
Sien Anderkant**



SKAAL 1:1500

Die figuur ABCDEFGHJKA

stel voor 6003 vierkante meter

Erf 3383 van die dorp
NELSPRUIT UITBREIDING 2

grond synde

Provinsie: Mpumalanga

Saangestel in Augustus 1998

deur my

(W.C. Grobler)

Professionele Landmeter

Registrasienommer PLS 0843

Hierdie diagram is geheg aan

No. T. 59476/1998

ged.

t.g.v

Registrateur van Aktes

Lêer

M.S. No. 3859/1998

A.P.

Komp. JT4D-25/B

Aktes: PRETORIA

ONDERSOEKSELDE BETAAL
H.C. Frank. Schulz.
nms. LANDMETER-GENERAAL

Die lyn S1 stel voor die OOSTELIKE
grens van die Servituut vir Munisipale
doeleindes 2,00 meter wyd
Kaart L.G. Nr. A 10945/1998. Serv. Nr. K 2519/1998
1998. 06. 30. nms. LANDMETER-GENERAAL

10946/98



SERWITUUT DIAGRAM

SYE Meter		RIGTINGS- Hoeke	KOÖRDINATE Y Stelsel Lo 31° X			L.G. No. 10947/1998
	Konstantes			0,00	+2 800 000,00	Goedgekeur
AB	12,00	276.20.00	A	+ 1 367,04	+ 18 888,22	
BC	20,00	6.20.00	B	+ 1 355,11	+ 18 889,54	
CD	12,00	96.20.00	C	+ 1 357,31	+ 18 909,42	
DA	20,00	186.20.00	D	+ 1 369,24	+ 18 908,10	
Nelspruit (9)		Δ	-	486,03	+ 20 074,95	H.C. Frank. Schultz nms. LANDMETER- GENERAAL 1998. 10. 08
Friedenheim (75)		Δ	+ 1	379,10	+ 9 319,93	

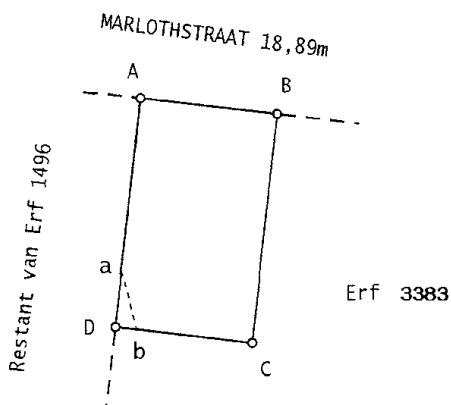
Bakenbeskrywing

A,C 12mm Ysterpen

B,D Gat in plaveisel

ONDERSOEKSELDE BETAL.
H.C. Frank. Schultz.
LANDMETER-GENERAAL

WIN



Skaal 1:500

Die figuur ABCDA
stel voor 240 vierkante meter grond synde
'n Serwituut van Reg van Weg oor Erf 3383 van die dorp
NELSPRUIT UITBREIDING 2

Provinsie Mpumalanga

Opgemeet in Mei tot Augustus 1998

deur my

W.C. Grobler

Professionele Landmeter

Registrasienommer PLS 0834



Hierdie diagram is geheg aan No. ged. t.g.v Registrateur van Aktes	Die oorspronklike diagram is No. 10946/1998 Transport Grondbrief	Lêer M.S. No. 3859/1998 A.P. Komp. JT4D-25/B
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SERWITUUT DIAGRAM

SYE Meter	RIGTINGS- Hoeke	KOÖRDINATE Y Stelsel Lo 31° X	L.G. No.
AB	Konstantes 46,74 356.26.30	0,00 + 1 340,45 + 1 337,55	+2 800 000,00 + 18 891,17 + 18 937,81
	Nelspruit (9) Friedenheim (75)	Δ - 486,03 Δ + 1 379,10	+ 20 074,95 + 9 319,93
			10945/1998
			Goedgekeur
			H.C. Frank. Schultze.
			nms. LANDMETER- GENERAAL 1998. 10. 08

Bakenbeskrywing
A Gat in plaveisel
B 12mm Ysterpen

MARLOTHSTRAAT 18,89m

Erf 3383

Erf 446

Erf 444

W N

Skaal 1:1000

Die lyn AB stel voor die oostelike grens van 'n Serwituut vir Munisipale doeleindes 2,00 meter wyd

oor Erf 3383 van die dorp
NELSPRUIT UITBREIDING 2

Provinsie Mpumalanga

Opgemeet in Mei tot Augustus 1998

deur my W.C. Grobler

Professionele Landmeter
Registrasienommer PLS 0834

Hierdie diagram is geheg
aan K2519/1998
No.
ged.
t.g.v
Registrateur van Aktes

Die oorspronklike diagram
is
No. 10946/19988
Transport 159474/1999
Grondbrief

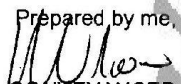
Lêer
M.S. No. 3859/1998
A.P.
Komp. JT4D-25/B

ONDERSOEGELDE BETAAL
H.C. Frank. Schultze.
LANDMETER-GENERAAL



Title Deed

SEELREG STAMP DUTY	
FOOI FEES	R1000 - 90

Prepared by me,

CONVEYANCER
VILJOEN D R

VIR VERDERE ENDOSSEMENTE SIE FOR FURTHER ENDORSEMENTS SEE	10
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Viljoen Swanepoel Attorneys
5th Floor
Absa Square
Nelspruit
1200
Docex 8, Nelspruit

T	05 037420
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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT FREDERICK BERNARD VAN BILJON

appeared before me, REGISTRAR OF DEEDS at **PRETORIA**, he/she, the said Appearer,
being duly authorised thereto by a Power of Attorney granted to him/her by

THE NELSPRUIT VILLAGE PROPERTY (PROPRIETARY) LIMITED
Registration Number 1997/002059/07

dated 1 March 2005

and signed at NELSPRUIT

(DeedOfTransferConventional.rtf) Form E

LegalSuite Software / Viljoen Swanepoel Attorneys

AND the said Appearer declared that his/her principal the said **THE NELSPRUIT VILLAGE PROPERTY (PROPRIETARY) LIMITED** had on **3 February 2005** truly and legally sold and that he/she, the said Appearer in his/her capacity aforesaid, did, by these presents cede and transfer to and on behalf of:

BROOKFIELD INVESTMENTS 204 (PTY) LTD
Registration Number 2004/030240/07

their successors in title or assigns in full and free property:

1. ERF 3383 NELSPRUIT EXTENTION 2 TOWNSHIP
REGISTRATION DIVISION J.U., PROVINCE MPUMALANGA

IN EXTENT: 6003.00 (SIX THOUSAND AND THREE) Square Metres

FIRST registered and still held by Certificate of Consolidated Title T59476/1999 with diagram SG No. 10946/1998 annexed thereto;

SUBJECT to the following conditions:-

1. "Die gedeelte van die eiendom soos voorgestel deur die figuur abEcFGHJa en die figuur ABaedA op diagram LG No. 10946/1998 is onderhewig aan die volgende voorwaardes:

- A. PORTION K of the farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES 131, Registration Division J.U., Transvaal, on which the Township Nelspruit Extention 2 has been established (and of which the erf hereby transferred forms part) is subject and entitled to the hereinafter mentioned servitudes and conditions:-

- l. (a) To a servitude of aqueduct over Lot 149 and Nelspruit 222 Section "D" of Kaap Block, Barberton, as will more fully appear from Notarial Deed No 97/1925-S, registered on the 21st of February 1925.

- (b) To a perpetual servitude of aqueduct, storage and abutment over the farm "STONEHENGE" 220, Barberton.

Subject to certain conditions as will more fully appear from Deed of Servitude No 181/1925-S, registered on the 27th of March 1925.

- (c) To a perpetual servitude of aqueduct over portion "A" of the farm "BESTERLAST" No 185, district Barberton.

Subject to certain conditions as will more fully appear from Deed of Servitude No 182/1925-S, registered on the 27th of March 1925.

- (d) To a perpetual servitude of aqueduct over the Remaining Extent of the said farm "BESTERLAST".

Subject to certain conditions as will more fully appear from Deed of Servitude No 183/1925-S, registered on the 27th of March 1925.

- II. All rights to minerals on or under the land are reserved to the State, and subject to the provisions hereinafter contained, the State President may, in accordance with the laws regulating prospecting and mining for minerals, deal with the same as if the land on or under which the minerals exist had not been transferred; Provided that the South African Prudential Limited, its successors or assigns may quarry or get limestone, and building stone, dig clay, burn lime and make bricks on the said land but solely for the purpose of building or otherwise utilizing the same thereon, and may take so much coal as it may require for its domestic use and for the plant and machinery used for working the said land.
- III. That the State President may resume for mining purposes or purposes incidental thereto the said land or portion thereof, and deal with the same in accordance with the laws referred to in clause 2 preceding. If the said land or any portion thereof be so resumed such compensation shall be paid by the State President to the owner as may be mutually agreed upon, or failing such agreement as may be determined by arbitration.
- IV. Whenever damage is being or has been caused to the owner by any operation connected with the prospecting for or the discovery or exploitation of minerals on the said land; the person who caused the damage shall be liable to pay compensation to the owner as provided in Section thirty-two sub-section (1), of the Land Settlement Act 1912.
- V. That the State President may at any time, and in any such manner and under such conditions as he may think fit:-
- (a) Construct or authorised the construction of dams or reservoirs upon the said land;
- (b) Construct or authorise the construction upon, through or under the said land of water-furrows, pipelines, canals and drains, and conduct or authorise the conducting of water therefrom or thereover for the benefit of the public or of any owner or occupier of neighbouring land;

- (c) Construct and work or authorise the construction and working subject to the provisions of any law, of railways, roads, telegraph and telephone lines on or over the said land; and take material from the said land for the purpose of any such works. Compensation shall be paid to the owner for any loss or damage sustained by it by reason of the exercise of the powers aforesaid, provided, however, that there shall be set off against the loss or damage caused to the owner the benefit instant or prospective which he derives or is likely to derive by reason of the construction of the works. In the event of compensation being payable the amount thereof shall be mutually agreed upon, or failing such agreement, shall be determined by arbitration.

- B. SUBJECT to the following conditions as Proclamation No 210, dated the 2nd September 1950:-

1. **DEFINITIONS**

In these conditions of title the following terms shall have the meaning assigned to them:-

- (i) "Applicant" shall mean the Town Council of Nelspruit and its successors in Township Title.
- (ii) "Dwelling house" shall mean a house designed for use as a dwelling for a single family.

2. SUBJECT to the following conditions:-

- (a) The Applicant 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 on other conditions referred to in Section 56 bis of Ordinance No 11 of 1931, or any amendment thereof, have the right and power at all reasonable times to enter into and upon the erf for the purpose of such inspection or inquiry as may be necessary to be made for the abovementioned purpose.
- (b) The erf shall not be subdivided, except in special circumstances, and then only with the consent, in writing, of the Administrator (or any body or person designated by him

for the purpose) who may prescribe such further conditions as he may deem necessary.

- (c) The elevation treatment of all buildings shall conform to good architecture so as not to interfere with the amenities of the neighbourhood.
- (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) No animals as defined in the Local Authorities Pounds Regulations framed under the Local Government Ordinance No 17 of 1939 shall be kept on the erf.
- (f) No wood and / or iron buildings or buildings of unburnt claybrick shall be erected on the erf.
- (g) Where, in the opinion of the Local Authority, it is impracticable for stormwater 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 stormwater; provided that the owners of any higher lying erven, the stormwater from which is discharged over any lower lying erf, shall be liable to pay a proportionate share of the costs 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 and provided further that in the event of a dispute between the parties as to the nature of the position of the pipe line or drain, or the allocation of the cost, the matter shall be referred to the Administrator, or his nominee, whose decision shall be final.

3. SUBJECT to the following further conditions:-

- (a) The erf shall be used for the erection of a dwelling house only provided that, with the consent of the Administrator, after reference to the Board and the Local Authority, a place of public worship or a place of instruction, social hall, institution or special buildings appertaining to a residential area, may be erected on the erf, provided further that, when the township is included within the area of an approved Townplanning Scheme, the Local Authority may permit such other buildings as may be provided for in the Scheme, subject to the conditions of the Scheme under which the consent of the Local Authority is required.

- (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) Not more than one dwelling house together with such outbuildings as are ordinarily required to be used in connection therewith shall be erected on the erf, except in special circumstances, and then only with the consent in writing, of the Administrator (or body of person designated by him for the purpose) who may prescribe such further conditions as he may deem necessary.
- (i) The dwelling house, exclusive of outbuildings to be erected on the erf, shall of the value of not less than R2 400,00.
- (ii) The main building which shall be a completed building and not one partly erected and intended for completion at a later date, shall be erected simultaneously with, or before, the erection of the outbuildings.
- (d) Buildings, including outbuildings, erected on the erf shall be located not less than 9,14 metres from the boundary thereof abutting on a street and in such manner as shall be agreed upon by the Local Authority, provided:-
- (i) That the Local Authority shall have the right to relax this restriction in respect of a private motor garage where in its opinion on account of the topographical features of the erf compliance with the building line restriction would interfere with the development of the erf; and
- (ii) that in the case of an erf abutting on two street the 9,14 metres restriction shall apply in respect of the shorter of the two street frontages and a restriction of 3.05 metres in respect of the return frontage;
- (e) If the erf is fenced, or otherwise enclosed, the fencing, or other enclosing device, shall be erected and maintained to the satisfaction of the Local Authority.
4. (a) The erf is subject to a servitude, 1,89 metres wide, in favour of the Local Authority, for sewerage and other municipal purposes, along any one of its boundaries other than a street boundary.

(b) 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.

C. SUBJECT to the following conditions laid down and enforceable by the CITY COUNCIL OF NELSPRUIT:-

1. No sand, gravel, stones, building or other materials shall be brought or deposited upon the erf unless it be in connection with the layout of the grounds of the erection of any buildings on the said erf, which works shall be commenced within three months thereafter and completed with the least possible delay.
2. Neither the owner of the erf nor any other person shall have the right to extract subterranean water from the erf except with the consent in writing of the seller.
3. Prior to the commencement of building operations, plans of the siting of all buildings, making due provisions for ingress and egress of vehicular traffic in a forward direction between the highway and the erf shall be submitted to the seller for approval in writing.

2. Die gedeelte van die eindom soos voorgestel deur die figuur deKd op diagram L.G. no. 10946/1998 is onderhewig aan voorwaardes A en B voormeld.
3. Die gedeelte van die eindom soos voorgestel deur die figuur BcDbA8 op diagram L.G. No. 10946/1998 is onderhewig aan voorwaardes Ai, B4(a), B4(b) en C voormeld en is voorts onderhewig aan die volgende verdere voorwaarde:

"Indien hierdie erf in besit kom van enige ander persoon as die Staat of plaaslike bestuur, dan is die erf daarop onderworpe aan sodanige voorwaardes soos opgelê deur die Administrateur by proklamering van die dorp, soos meer volledig uiteengesit in Proklamasie no. 74/63 van 25 April 1963, soos gewysig, of sodanige ander voorwaardes as wat die Administrateur, na raadpleging met die Dorpsraad, mag bepaal."

KRACTENS Notariele Akte K2519/99S is die hierinvermelde eiendom

- D. ONDERHEWIG aan 'n servituut vir munisipale doeleindes 2 meter wyd, die oostelike grens waarvan voorgestel word deur lyn AB op diagram L.G. 10945/1998

EN VERDER ONDERHEWIG aan sodanige voorwaardes soos in genoemde aktes vermeld staan of na verwys word.

2. REMAINING EXTENT OF ERF 1496 NELSPRUIT EXTENTION 2 TOWNSHIP
REGISTRATION DIVISION J.U., PROVINCE MPUMALANGA

IN EXTENT: 1325 (ONE THOUSAND THREE HUNDRED AND TWENTY FIVE)
Square Metres

FIRST registered and still held by Certificate of Consolidated Title T59474/1999 with diagram SG No. 1634/1953 annexed thereto;

SUBJECT to conditions as reflected in paragraph A-I to V; B-1 to 4 and
C-1 to 3 of paragraph 1 above.

WHEREFORE the Appearer, renouncing all the right and title which the said **THE NELSPRUIT VILLAGE PROPERTY (PROPRIETARY) LIMITED** heretofore had to the premises, did, in consequence also acknowledge him, to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these presents, the said **BROOKFIELD INVESTMENTS 204 (PTY) LTD**, their successors in title or assigns now is and henceforth shall be entitled thereto,

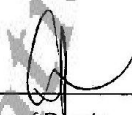
conformably to local custom. State, however, reserving its rights, and finally acknowledging the purchase price of the property hereby transferred to be the sum of **R23 500 000.00 (TWENTY THREE MILLION FIVE HUNDRED THOUSAND RAND)**.

IN WITNESS WHEREOF I, the said Registrar of Deeds together with the Appearer, 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. Signature of Appearer

In my presence:



Registrar of Deeds

31 03 05

PAGE - 10

T37420/2005

DIE NAAM VAN DIE		THE NAME OF THE	
Transportnemer (BROOKFIELD INVESTMENTS 204 (PTY) LTD)			
IS VERANDER NA		HAS BEEN CHANGED TO	
THE VILLAGE MALL INVESTMENTS (PTY) LTD			
BC	000004530 / 2012	 REGISTRATEUR/REGISTRAR	
2012-05-10			

BOTH PARTS

VERBIND		MORTGAGED	
VIR			
FOR R 29,400,000-00			
B	000002919 / 2012	 REGISTRATEUR/REGISTRAR	
2012-05-10			

Terms & Conditions

Refundable Tender Fee of R1 000 000.00 due with submission of offer.

Tenderers need to FICA when submitting tender with:

- Copy of ID of Representative
- Company Certificate of Registration
- Resolution
- Proof of Residence/Business Address

10% Deposit payable on acceptance of the Tender

5% Commission, + VAT on Commission, payable on acceptance of the Tender

21 Business Days for Guarantees.

7 Days Confirmation Period.

Pieter Nel

084 8800 165 / pieter@bideasy.co.za

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