



PARK VILLAGE AUCTIONS

Trusted by banks, respected by buyers

Reg No. 2009/020483/07

Reference No. 1102046

Principal: N.P Maree

Fidelity Fund License Number: F148836

CONDITIONS OF SALE

(‘this/the Auction Document’)

between

OSTIPROP 1221 PROPRIETARY LIMITED

Reg. No.: 2002/021780/07

(herein represented by **PIETER HENDRIK STRYDOM**, duly authorised)

(“the Seller”)

and

Full Description of Entity Which the Property is Acquired:	
Full Name & Surname of Representative:	
Company Registration Number & Identification Number:	
VAT Number:	
Physical Address:	
Postal Address:	
Telephone Number:	
Email Address:	

(“the Purchaser”)

INTRODUCTION –

- a Pursuant to the resolutions adopted by the Seller in terms of sections 112 and 115 of the Companies Act, as attached as Annexure “D”, the Attorneys have been instructed to invite offers by way of auction purchase of the Enterprise;

- b The Auctioneer has been appointed by the Seller to facilitate the auction process and to receive Offers from prospective purchasers in accordance with the terms and conditions of this Auction Document;
- c The Seller shall, in its sole and absolute discretion, be entitled to accept, reject or negotiate any Offer received and shall not be obliged to accept the highest of any Offer. Any acceptance shall remain subject to the provisions of this Auction Document and any applicable legal requirements;
- d All Offers to acquire the Property must be submitted to the Auctioneer as set out in clause 2.4.7. on or before **11h00** on **06 OCTOBER 2026**. Any Auction Document received after the Submission Date or not accompanied by proof of payment of the Registration Fee may, in the sole discretion of the Seller, be rejected; and
- e The submission of an Offer by any prospective purchaser shall not constitute a binding agreement of sale unless and until the Offer has been accepted in writing by the Seller in accordance with clause 4.
- f **AUCTION PROCEDURE –**
 - i. The Auctioneer shall administer the auction process in accordance with the terms and conditions of this Auction Document and on the instructions of the Seller;
 - ii. The Auctioneer shall receive and record Offers submitted by prospective purchasers and shall present such Offers to the Seller for its consideration;
 - iii. The Seller shall have the sole and absolute discretion to accept, reject or negotiate any Offer and shall not be obliged to accept the highest Offer or any Offer;
 - iv. The Auctioneer shall be entitled, on behalf of the Seller, to communicate with prospective purchasers and to request clarification or further information in respect of any Offer, provided that no such communication shall constitute acceptance of an Offer unless expressly authorised by the Seller, in writing;
 - v. The Seller may, during the Auction Period, consider any further or Competing Offers received from prospective purchasers in accordance with clause 4;

- vi. The submission of any Offer shall not create any obligation on the Seller to accept such Offer, and no binding agreement of sale shall arise unless and until the Offer is accepted in writing by the Seller in accordance with clause 4.

PART A: INTERPRETATION AND PRELIMINARY –

1. DEFINITIONS –

The headings of the clauses in this Auction Document are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Auction Document nor any clause hereof in this Auction Document unless the context requires otherwise.

1.1 Word importing –

1.1.1 the masculine gender shall include the feminine gender and neuter genders and *vice versa*.

1.1.2 the singular include the plural and *vice versa*; and

1.1.3 persons include natural persons and entities (corporate and un-incorporated) and the State and *vice versa*.

1.2 Each of the following terms shall have the meaning assigned to them in the body of this Auction Document (in each case in the clauses indicated in brackets after the term) and cognate expressions shall have corresponding meanings: “**Act of Default**” (clause 21.1); “**Offer**” (clause 4); “**Related Person**” (clause 20.2); “**Signatory**” (clause 33.2); and “**VAT**” (clause 8).

1.3 In addition, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

1.3.1 “**Acceptance Date**” shall mean the date on which the Seller accepts the Offer in writing in accordance with clause 4, provided that such acceptance occurs within the Offer Period, and in any event, no later than **17h00 on MONDAY, 26 OCTOBER 2026**;

- 1.3.2 “**Auctioneer**” means Park Village Properties Proprietary Limited, Reg. No.: 2006/019222/07, duly appointed by the Seller to act as the Auctioneer in respect of the sale of the Enterprise;
- 1.3.3 “**Attorneys / Conveyancers**” shall mean Hay and Scott Attorneys, Top Floor, 03 Highgate Drive, Redlands Estate, 01 George MacFarlane Lane, Pietermaritzburg, Att: R Brent / S Pennefather;
- 1.3.4 “**Companies Act**” means the Companies Act, 71 of 2008, as amended from time to time;
- 1.3.5 “**Deposit**” shall mean 15% (fifteen percent) of the Purchase Price to the amount of R _____
(_____ Rand) payable by way of EFT to the trust bank account of the Attorneys as stipulated in clause 7.1;
- 1.3.6 “**Due Date**” shall mean 30 (thirty) Days after the Acceptance Date;
- 1.3.7 “**Disclosure Form**” shall mean the condition report regarding the Property attached as Annexure “**B**”;
- 1.3.8 “**Day/s**” shall mean weekdays excluding any public holidays;
- 1.3.9 “**Enterprise**” shall mean collectively the Property and the Lease Agreements;
- 1.3.10 “**Lease Agreements**” shall mean one or more lease agreements in respect of the defined portions of the Property, in effect as at the Signature Date and attached collectively as Annexure “**C**”, together with all the Seller’s rights, title, interest and obligations thereunder;
- 1.3.11 “**Offer Period**” means the period commencing on the Submission Date and ending at 17h00 on **Monday, 26 October 2026**, during which period the Seller may accept an Offer in accordance with clause 4;

1.3.12 **"Parties"** shall mean collectively the Seller and the Purchaser and includes an individual reference to any one or more of them as the context may require;

1.3.13 **"Prime Rate"** shall mean the prime lending rate of interest publicly quoted as such by the Seller's bankers from time to time calculated on a 365-day factor (irrespective of whether or not the year is a leap year) and compounded monthly in arrears as certified by and manager of the Seller's bankers, whose appointment as such shall not be necessary to prove which certificate shall serve as *prima facie* proof of its contents;

1.3.14 **"Property"** shall mean the immovable property described hereunder, including all other fixtures and fittings of a permanent nature on the immovable property –

ERF 695, Pretoria North, Registration Division JR, Province of Gauteng, in the extent of 2 552 (two thousand five hundred and fifty two) square metres;

with the street address: 299 Burger Street, Pretoria North, Gauteng;

(A copy of the Property's Windeed Property Report, Title Deed, Servitudes and SG Diagrams appears as Annexure **"A"**);

1.3.15 **"Purchase Price"** shall mean the purchase price payable by the Purchaser to the Seller for the Enterprise as contemplated in clause 3;

1.3.16 **"Purchaser"** shall mean the person, partnership, company, close corporation or body corporate whose name and other relevant details are inserted as purchaser below –

Name: _____

Registration/Identity No.: _____

who signs this Auction Document or on whose behalf this Auction Document is signed as an Offer;

- 1.3.17 **“Rand”** or **“R”** means the lawful currency of **South Africa**;
- 1.3.18 **“Registration Fee”** means the refundable registration fee in the sum of R 50 000.00 (fifty thousand Rand) payable by the Purchaser to the Auctioneer on submission of the Auction Document to the Auctioneer;
- 1.3.19 **“Seller”** shall mean **OSTIPROP 1221 PROPRIETARY LIMITED**, Registration Number: 2002/021780/07, herein represented by the Pieter Hendrik Strydom, duly authorised;
- 1.3.20 **“Signature Date”** shall mean the date on which this Auction Document is signed by the Party that signs last in time;
- 1.3.21 **“South Africa”** shall mean the Republic of South Africa;
- 1.3.22 **“Submission Date”** shall mean on or before **11h00** on **06 OCTOBER 2026**;
- 1.3.23 **“Auction Document”** shall mean this auction document (which comprises of, *inter alia*, the auction conditions, the terms of the sale of the Enterprise and all annexures and other documents that may be specifically incorporated herein);
- 1.3.24 **“Transfer Date”** shall mean the date on which the transfer of the Property is registered into the Purchaser’s name at the Deeds Registry;
- 1.3.25 **“Transfer”** shall mean insofar as it relates to the Property registration in the name of the Purchaser in the Deeds Registry and **“Transferred”** has the same meaning;
- 1.3.26 **“VAT”** shall mean value-added tax; and
- 1.3.27 **“VAT Act”** shall mean Value Added Tax Act, 89 of 1991, as amended from time to time.
- 1.4 Any reference in this Auction Document to a statutory provision is to that statutory provision as at the Signature Date and as amended or re-enacted or replaced from time to time, and includes any subordinate legislation made from time to time under such enactment.

- 1.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause effect shall be given to it as if it were a substantive provision in the body of the Auction Document.
- 1.6 When any number of days is prescribed in this Auction Document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Day, in which case the last day shall be the next succeeding Day.
- 1.7 Expressions defined in this Auction Document shall bear the same meanings in schedules or annexures to this Auction Document which do not themselves contain their own conflicting definitions.
- 1.8 The use of any expression in this Auction Document covering a process available under South African law such as a winding-up (without limitation *eiusdem generis*) shall, if any of the Parties to this Auction Document is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction.
- 1.9 Where any term is defined within the context of any particular clause in this Auction Document, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Auction Document, notwithstanding such that term has not been defined in this interpretation clause of the Auction Document.
- 1.10 The expiration or termination of this Auction Document shall not affect such of the provisions of this Auction Document as expressly provide that they will operate after any such expiration or termination of which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.11 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting of preparation of the contract shall not apply.

- 1.12 Any reference in this Auction Document to a Party shall include a reference to that Party's assigns expressly permitted under this Auction Document and, if such Party is liquidated, sequestrated or placed under business rescue, be applicable also to and binding upon that Party's liquidator, trustee or business rescue practitioner, as the case may be.
- 1.13 Any reference in this Auction Document to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been or may from time to time be amended, varied, novated or supplemented.
- 1.14 The words "include", "including", "in particular", "other" and "otherwise" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as limiting the meaning or generally of any preceding word/s (and as such the *eiusdem generis* rule shall not apply)

PART B: AUCTION CONDITIONS –

2. AUCTION CONDITIONS –

- 2.1 The only offers to purchase the Enterprise which need be considered by the Seller are those which are submitted on this Auction Document especially prepared for this purpose by the Seller, and accordingly no auction or Offer which –
- 2.1.1 is made on any Auction Document other than this Auction Document obtained from the Seller, and/or
- 2.1.2 seeks to impose any conditions or provisions in addition to or at variance with the conditions and provisions contained in this Auction Document,
- need be considered by the Seller unless the Seller, acting in its own discretion, decides otherwise.
- 2.2 The Seller shall –
- 2.2.1 not be obliged to accept the highest or any particular offer for the Enterprise made in terms of this Auction Document.
- 2.2.2 in its sole discretion decide –

- 2.2.2.1 whether the Seller shall accept any offer or offers for the purchase of the Enterprise made in terms of this Auction Document;
 - 2.2.2.2 which offer or offers for the purchase of the Enterprise made in terms of this Auction Document, shall be accepted by the Seller;
 - 2.2.2.3 negotiate with the Purchaser in respect of any Offer submitted;
 - 2.2.2.4 request any further information, clarification or supporting documents from the Purchaser;
 - 2.2.2.5 waive any non-material defect, informality or irregularity in any Auction Document; and/or
 - 2.2.2.6 terminate, suspend or amend the auction process at any time prior to acceptance of the Offer, without incurring any liability to the Purchaser.
- 2.3 The Purchaser may, by utilising this Auction Document only, or any number of copies of this Auction Document, and by following the auction conditions and instructions referred to herein, offer to purchase the Enterprise.
- 2.4 In making an offer to purchase the Enterprise in terms of this Auction Document, each Auction Document submitted by the Purchaser shall be completed, signed and submitted to the Seller strictly in accordance with the following procedures –
 - 2.4.1 This Auction Document must be completed by the Purchaser inserting all of the particulars required in clauses 1.3.16, 3, 24.1.3 and, if applicable, 33.2. In the aforesaid clauses, if the Purchaser is a natural person, she/he shall insert his/her full names, identity number, marital status, physical address (not post box address) and e-mail address. If the Purchaser is a company, trust, close corporation or body corporate, then it shall insert the full name and registration of that entity, together with the full names and

identity number of the authorized signatory as well as the physical address (not P.O. box number) and e-mail address of that entity. Should the Purchaser be a partnership, the full names, identity numbers, e-mail addresses and physical addresses (not P.O. box numbers) of all the partners are required;

- 2.4.2 By delivering and lodging the proof of payment of the Registration Fee simultaneously with the Auction Document and such proof of payment must accompany the Auction Document;
- 2.4.3 By completing the Purchase Price in numerals and words in the place specified herein in clause 3, which the Purchaser offers to pay for the purchase of the Enterprise.
- 2.4.4 In the event of the Purchaser being a Company, Trust, Close Corporation or Body Corporate, this Auction Document must be completed by inserting the full names and Identity Number of the party signing on behalf of the Purchaser, as provided for in clause 33.2, which party is hereinafter referred to as the signatory;
- 2.4.5 By completing the date and place of signature of this Auction Document where provided for by the Purchaser and the two witnesses, all of which shall initial each page of this Auction Document at the foot thereof;
- 2.4.6 By attaching a certified copy of the authorising resolution, if the Purchaser is a Company, a Trust or Close Corporation; and
- 2.4.7 By delivering this Auction Document, duly completed, initialed and signed as above, in a sealed envelope which must in each case and in respect of each auction be delivered by hand delivery clearly marked “**OSTIPROP OFFER**” at the following address on or before **11:00 AM** on **06 OCTOBER 2026** (“**Submission Date**”), namely

PARK VILLAGE AUCTIONS
c/o R64 & Valencia Road,
Waterbron, Bloemfontein
ATT: Hettelien van den Burgh

2.4.8 No consideration will be given to any Auction Document which is not delivered timeously in accordance with these provisions, and which is not accompanied by the Registration Fee, unless the Seller, in its sole discretion, determines otherwise.

2.4.9 Every Auction Document delivered to the Auctioneer and the contents thereof in each case, shall become the confidential and exclusive property of the Seller who shall open the Auction Documents in the presence of an independent third party.

2.4.10 The Seller shall not be obliged to –

2.4.10.1 make available the contents of any Auction Document to any person whatsoever;

2.4.10.2 publish the contents of any Auction Document; and

2.4.10.3 make known to any person the name of the successful auctioneer in each case and/or the price offered for the Enterprise.

2.4.11 The submission to the Auctioneer of an Auction Document duly completed and signed in terms of this clause, shall and does hereby constitute –

2.4.11.1 an irrevocable Offer which the Purchaser hereby extends to the Seller to purchase the Enterprise, as inserted and indicated in this Auction Document; and

2.4.11.2 an agreement between the Seller and the Purchaser, in terms of which the Offer shall be and is irrevocable and open and capable of acceptance by the Seller for the period up to and including the Acceptance Date in the manner stipulated below, and which is hereby confirmed by the signature by or on behalf of the Purchaser of this Auction Document.

2.4.12 The Seller reserves the right, at any time prior to acceptance of any Offer, to withdraw the Enterprise from the auction process, suspend or terminate the auction process, or amend the auction procedure, without incurring any liability to any prospective purchaser.

3. OFFER SCHEDULE –

The Purchase Price applicable to the Offer to Purchase the Enterprise is –

R_____ (in words)

 _____Rand) (set out words and figures).

4. THE AUCTION OFFER AND CONDITIONS –

- 4.1 The Purchaser hereby offers to the Seller (“**Offer**”) to purchase the Enterprise.
- 4.2 The Offer is irrevocable and shall remain open for acceptance by the Seller during the Offer Period, provided that, notwithstanding anything to contrary contained in this Auction Document, the Offer shall in all circumstances expire at **17h00 on Monday, 26 October 2026**, if not accepted by the Seller before such time.
- 4.3 During the Offer Period, the Seller and/or the Auctioneer shall be entitled to continue to market the Enterprise in the normal course of business as they deem fit and, in consequence thereof, may receive further or better written offers to purchase the Enterprise from the prospective purchasers, which offers may be submitted to the Seller for consideration.
- 4.4 The Auctioneer may, in its sole and absolute discretion, without any obligation to do so, advise the Purchaser in writing, by electronic mail or otherwise, of any higher written offer which is acceptable to the Seller (**‘Competing Offer’**) received from any third party during the Offer Period.

- 4.5 Upon receipt of written notification of a Competing Offer, the Purchaser shall have a period of 24 (twenty-four) hours from the transmission of such notification (**'Option Period'**) within which to exercise an option to increase the Purchase Price offered by the Purchaser to an amount equal to the purchase price contained in the Competing Offer, subject otherwise to all the terms and conditions of this Auction Document.
- 4.6 Should the Purchaser wish to exercise the option contemplated in clause 4.5 (**'the Option'**), the Purchaser shall do so in writing and in clear and unambiguous terms, and such notice shall be delivered to the Auctioneer before the expiry of the Option Period. Such notice may be delivered by hand to the business premises of the Auctioneer against written acknowledgment of receipt or transmitted by electronic mail, provided that the Purchaser shall be responsible for telephonically confirming receipt of such notice by the Auctioneer.
- 4.7 Should the Purchaser fail to exercise the Option within the Option Period, the Seller shall be entitled, but not obliged, to accept the Competing Offer. Should the Seller elect not to accept the Competing Offer, the Offer contained in this Auction Document shall remain irrevocable and of full force and effect and open for acceptance by the Seller until the expiry of the Offer Period.
- 4.8 Should the Purchaser exercise the Option within the Option Period and match the Competing Offer, the Purchase Price shall be increased to the amount of the purchase price contained in the Competing Offer (**'the increased Purchase Price'**), and the Seller shall be entitled, until expiry of the Offer Period, to accept the Offer at such increased Purchase Price. The option process contemplated in this clause 4 shall constitute a continuation of the original auction process and any sale concluded pursuant thereto shall constitute a sale pursuant to this Auction Document.
- 4.9 The Offer shall only be accepted by the Seller in writing. No negotiations, correspondence or conduct on the part of the Seller, the Attorneys or the Auctioneer shall constitute acceptance of the Offer unless and until the

Offer has been accepted in writing by the Seller in accordance with this clause 4.

- 4.10 Upon acceptance of the Offer by the Seller, the Seller shall notify the Purchaser, in writing, of such acceptance by delivery, electronic mail or such other method of written communication, which acceptance shall be communicated to the Purchaser no later than the Acceptance Date.
- 4.11 The Seller reserves the right to decline the Offer and shall have no obligation to accept the Offer or to furnish any reason for the rejection thereof. Should the Seller reject the Offer, the Seller shall be entitled to accept any other offer received in respect of the Enterprise.
- 4.12 In the event that the Seller requires the consent of the Master of the High Court to effect Transfer of the Property, Transfer shall be subject to such consent being obtained in writing in the normal course of the conveyancing process. Should such consent be refused or not be obtained within a reasonable period, acting reasonably, the Seller shall be entitled to cancel this Auction Document by written notice to the Purchaser, whereupon neither Party shall have any claim against the other arising from such cancellation and the Parties shall, as far as reasonably possible, be restored to their respective positions prior to the conclusion of this Auction Document.

5. SALE AND PURCHASE –

Upon the proper and timeous acceptance by the Seller of the Offer by the Purchaser under this Auction Document, a binding sale of the Enterprise shall come into force between the Seller and Purchaser, in terms of which the Seller sells to the Purchaser, who purchases the Enterprise, subject to the terms and conditions contemplated in this Auction Document.

6. PURCHASE PRICE –

- 6.1 The Purchase Price payable by the Purchaser to the Seller is the sum inserted by the Purchaser, where provided for in clause 3, or clause 4 (being the increased Purchase Price), of this Auction Document.

7. PAYMENT OF THE PURCHASE PRICE –

- 7.1 The Purchaser shall lodge the Deposit within 72 (seventy-two) hours after the submission date the amount of R _____
(_____
_____ Rand) and the balance of the Purchase Price shall be payable in full on the Transfer Date. The Purchaser shall furnish an irrevocable bank guarantee in respect of the balance of the Purchase Price within **30 (thirty) Days** after the Acceptance Date ('the Due Date'), which bank guarantee shall be in the usual and customary form, subject to the approval of the Seller, and shall be payable to the Seller on the Transfer Date. The furnishing of the bank guarantee shall constitute security for, and shall not constitute payment of, the balance of the Purchase Price. The balance of the Purchase Price shall, on the Transfer Date, be paid into the Attorney's trust bank account by way of EFT. The Attorney's trust bank account details are as follows –

Bank – STANDARD BANK

Account Holder – HAY AND SCOTT ATTORNEYS TRUST

Account Number – 05 222 1199

Branch Code – 057 525

Reference – ELVJ – {PURCHASER/S ENTITY NAME}

[DUE TO THE PREVALENCE OF CYBERFRAUD, PLEASE ENSURE THAT YOU PHONE THE OFFICES OF THE ATTORNEYS ON 033 342 8000 AND SPEAK TO NADIA OR DANIELLE IN ORDER TO TELEPHONICALLY VERIFY THE ATTORNEY'S TRUST BANK ACCOUNT DETAILS BEFORE MAKING PAYMENT]

- 7.2 The Deposit & commission shall be held in the Auctioneers' Trust Account until date of acceptance.
- 7.3 Subject to clause 32, the Registration Fee shall be refunded to the Purchaser (without interest thereon) within a reasonable period after the rejection of the Offer by the Seller.
- 7.5 In the event of the Purchaser commits an Act of Default and the Seller elects to cancel this Auction Document in consequence thereof, the Registration Fee shall be forfeited to and retained by the Seller, without prejudice to any other rights and remedies available to the Seller in terms

of this Auction Document or at law. The Deposit shall, in such circumstances, be dealt with in accordance with clause 22.

- 7.6 The bank guarantee contemplated in clause 7.1 shall be irrevocable, in the usual and customary form, subject to the approval of the Seller and expressed to be payable to the Seller, free of exchange at Pietermaritzburg, on the Transfer Date.
- 7.7 Should the Purchaser fail to comply with clause 7.1 and within such prescribed period, it will result in a material breach and the Seller shall be entitled to exercise its right/s under clause 21.2 of this Auction Document.
- 7.8 A certificate of balance signed by the Seller shall be considered as *prima facie* proof of any amount owing and due by the Purchaser.
- 7.9 All payments are to be made without deduction or demand, in South African currency and free of bank charges and other expenses. The Purchaser acknowledges that the Conveyancers are precluded from investing any Deposit or funds until the Purchaser has provided the Conveyancers with all documents required in terms of the Financial Intelligence Centre Act No 38 of 2001 ('**FICA**').
- 7.10 The Conveyancers are hereby authorised by the Purchaser to invest any monies held in trust in respect of the Purchase Price by it on behalf of the Purchaser in an interest-bearing account for the benefit of the Purchaser in terms of Section 86(4) of the Legal Practice Act 28 of 2014 (as amended) subject to receipt of the Purchaser's full FICA documents and a duly signed authority to invest. On Transfer any interest which has accrued on the monies invested in the interest-bearing account shall be paid to the Purchaser.
- 7.11 The Purchaser acknowledges that –
- 7.11.1 any money invested in terms of clause 7.9 above is not protected against a possible liquidation of the relevant financial institution/bank.

7.11.2 any money invested by the Conveyancers on behalf of the Purchaser in terms of clause 7.9 above will be subject to a deduction of 5% (five percent) of the interest accrued, payable by the financial institution/bank directly to the Legal Practitioners' Fidelity Fund in terms of the Legal Practice Act 2014.

7.12 The Purchaser abandons any claim for interest where the claim arises from the Conveyancers being unable to invest any amount as a result of the Purchaser not having properly complied with FICA.

7.13 For the avoidance of doubt, the Registration Fee shall not constitute the Deposit. Upon acceptance of the Offer, the Registration Fee may be applied, at the Seller's election, toward the Purchase Price or any other amounts payable by the Purchaser in terms of this Auction Document.

8. VAT/GOING CONCERN –

8.1 The Parties record their intention that, to the extent that the requirements of section 11(1)(e) of the VAT Act are satisfied, the sale of the Enterprise shall constitute the sale of a going concern for VAT purposes.

8.2 The Seller records that it is a registered Vendor as defined under the VAT Act and shall remain a Vendor until and after the Transfer Date.

8.3 The Purchaser records that it is a registered Vendor as defined under the VAT Act and shall remain a Vendor until and after the Transfer Date.

8.4 Any amount (except the Purchase Price) payable by or to any Party to this Auction Document and/or any other payment due by or due to any other Party in terms of this Auction Document shall be exclusive of VAT unless the relevant provision of this Auction Document specifically provides to the contrary.

8.5 The Parties record that the Enterprise is sold by the Seller to the Purchaser as a going concern and that the sale will accordingly qualify for a zero rating in terms of the provisions of the VAT Act.

8.6 The Parties record that, as of the Transfer Date, the Property is subject to Lease Agreements, from which rental income is derived. The Seller's

rights, title, interest in and obligations under the Lease Agreements form an integral part of the Enterprise disposed of as a going concern. Accordingly, the Parties agree that the Enterprise shall remain an active income-producing enterprise until and after the Transfer Date.

- 8.7 The Purchase Price includes VAT at the rate of 0% (zero percent).
- 8.8 Without conceding in any way that the transaction is subject to VAT at the standard rate, the Parties agree that, if for any reason this sale is not zero-rated for VAT as is anticipated by the Parties, or if the Seller is requested by the VAT authorities to pay VAT at the standard rate on this sale, then the Purchaser shall upon written request being made by the Seller which request shall be accompanied by a VAT invoice, be required to pay such VAT at the standard rate to the Seller, subject to the Purchaser's right to claim an input credit for such VAT. The said VAT payment shall be made in addition to the Purchase Price and simultaneously with payment of the Purchase price or any instalment thereof. The said VAT payment shall be made or secured by the Purchaser simultaneously with the provision made for payment of the Purchase Price and shall be paid to the Seller upon the date upon which the Seller is entitled to receive the Purchase Price in terms of this Auction Document.
- 8.9 Notwithstanding anything to the contrary contained in this Auction Document, the Seller gives the Purchaser no warranties, representations or assurances that the sale of the Enterprise will be zero rated for VAT.
- 8.10 Should this transaction not be subject to VAT for any reason whatsoever, and transfer duty consequently becomes payable in terms of the applicable law, the Purchaser shall be solely liable for the payment of such transfer duty and shall pay same to the Conveyancers on demand to enable Transfer of the Property.

9. VOETSTOOTS SALE, DISCLOSURES AND WARRANTIES –

- 9.1 The Purchaser confirms that he/she/it has been afforded a reasonable opportunity to conduct due diligence investigations in respect of the Enterprise and after having conducted such due diligence investigations,

it wishes to proceed with the purchase of the Enterprise as provided for in this Auction Document. In this regard, without limitation –

9.1.1 the Purchaser has been afforded a reasonable opportunity to inspect the Property and is satisfied with the condition of the Property;

9.1.2 the Purchaser has been afforded a reasonable opportunity to inspect all Deeds Registry records relating to the Seller including, but not necessarily limited to, the Property's Title Deed;

9.1.3 the Purchaser has been afforded a reasonable opportunity to conduct a due diligence on the financial prospects of the Enterprise; and

9.1.4 the Purchaser has been afforded a reasonable opportunity to inspect the Lease Agreements.

9.2 Save for the undermentioned warranties, the Property is sold voetstoots and subject to all defects whether patent or latent and subject to all servitudes and conditions whether contained in the Title Deed or otherwise. The Purchaser acknowledges being fully acquainted with the Property, its locality, nature, extent, boundaries and beacons. The Purchaser further acknowledges and confirms that it has not relied upon any representations or warranties whatsoever other than those contained in this Auction Document.

9.3 The Seller shall not –

9.3.1 profit by any excess in the extent of the Property; and/or

9.3.2 be answerable or liable to the Purchaser or any other person for any deficiency in the extent of the Property.

9.4 The Property is hereby sold and shall be transferred to the Purchaser subject to all conditions of title, servitude, Lease Agreements and other restrictions as held by the Seller, and further subject to such conditions of town planning and/or zoning as may now exist or be imposed by any competent authority.

- 9.5 No warranties whatsoever other than those contained in this Auction Document shall be of any force and effect, and no other warranties have been given or representations made to the Purchaser by or on behalf of the Seller whereby the Purchaser has been induced to enter into this Auction Document.
- 9.6 Without limiting or derogating from the generality of clause 9.5 above, the Purchaser has not been induced to enter into this Auction Document by –
- 9.6.1 the content of any advertisement by or on behalf of the Seller inviting the purchase of the Enterprise ; and/or
- 9.6.2 any document, brochure or information furnished by or on behalf of the Seller to the Purchaser.
- 9.7 Without derogating from anything contained in this Auction Document, the Disclosure Form annexed hereto as Annexure “B” sets out information pertaining to the Property which is specifically brought to the attention of the Purchaser and is to be signed by the Purchaser.

10. POSSESSION, OCCUPATION, BENEFIT AND RISK –

- 10.1 Risk in and to the Property, including the buildings, improvements, fixtures and fittings forming part thereof, shall remain with the Seller until the Transfer Date, whereupon risk in and to the Property shall pass to the Purchaser.
- 10.2 Subject to the Lease Agreements, the Purchaser shall be given possession of the Property on the Transfer Date and shall simultaneously acquire all of the Seller's rights, title, interest in and obligations under the Lease Agreements.
- 10.3 With effect from the Transfer Date, the Seller hereby cedes, assigns and transfers to the Purchaser, and the Purchaser hereby accepts such cession, assignment and transfer of, all the Seller's rights, title, interest, benefits and claims arising from or under the Lease Agreements, including all rights to receive rental and other payment thereunder, and the Purchaser hereby assumes and agrees to perform all of the Seller's

obligations and liabilities arising under the Lease Agreements from and with effect from the Transfer Date.

- 10.4 The Parties record that the cession, assignment and transfer contemplated in clause 10.2 shall take effect on the Transfer Date and that, from the Transfer Date, the Purchaser shall be entitled to enforce all rights and receive all benefits arising from under the Lease Agreements and shall be responsible for all obligations and liabilities arising thereunder.
- 10.5 The cession and assignment contemplated in this clause 10 shall be subject to any consent required in terms of the Lease Agreements or applicable law, and the Parties shall co-operate and do all things reasonably necessary to obtain such consent.
- 10.6 All rental and other income arising under the Lease Agreements attributable to the period prior to the Transfer Date shall accrue to the Seller and all rental and other income arising under the Lease Agreements attributable to the period from and including the Transfer Date shall accrue to the Purchaser. Any rental, charges or other amounts received by either Party after the Transfer Date which relate to a period for which the other Party is entitled thereto shall be accounted for and paid to the Party so entitled within 7 (seven) Days of receipt.

11. BEACONS –

- 11.1 The Seller is not obliged to indicate the boundaries or the beacons of the Property. The Seller confirms that to the best of its knowledge all beacons are correctly positioned and the border of the Property is fenced correctly.

12. TRANSFER –

- 12.1 The Property shall be transferred to the Purchaser within a reasonable time after the Deposit and all other costs, including transfer costs, VAT or transfer duty (if applicable), expenses and disbursements payable by the Purchaser in terms of this Auction Document and required to effect Transfer of the Property have been paid and secured, as the case may

be, and provided that the balance of the Purchase Price has been secured by the irrevocable bank guarantee contemplated in clause 7.1. The balance of the Purchase Price shall be payable, in full, on the Transfer Date.

- 12.2 Transfer shall be effected by the Conveyancers nominated by the Seller, as set out in clause 1.3.3.
- 12.3 Each Party shall, within 3 (three) Days of being called upon to do so by the Conveyancers, sign all documents required to be signed, and furnish all documents required to be furnished and pay all/any costs due, by that party to enable Transfer of the Property to be given to the Purchaser and registration of any mortgage bond required by the Purchaser.
- 12.4 The Purchaser acknowledges that the Transfer remains subject to there being no legal impediment preventing the Seller from giving transfer of the Property. Should any court order, arbitration award, interdict or other legal process prevent or prohibit Transfer, the Seller shall not be in breach of this Auction Document by reason only of such inability to effect Transfer.

13. NO ALTERATIONS –

- 13.1 The Purchaser shall not, without the prior written consent of the Seller, make any alterations to the Property until the Property has been Transferred to it. Should the Purchaser make improvements to the Property, with or without the Seller's consent, then, without prejudice to the Seller's rights in terms of this Auction Document or otherwise in law and in the event of this Auction Document being terminated for any reason, the Purchaser shall have no claim against the Seller for any compensation whatsoever in respect of such improvement which shall be forfeited to the Seller.

14. COSTS –

- 14.1 The Purchaser shall be liable for, and shall on receipt of their account, pay to the Conveyancers –

14.1.1 all the legal costs of and incidental to the Transfer of the Property to the Purchaser, excluding any costs in connection with the cancellation of existing bonds and of any other rights which require to be cancelled to enable the Property to be Transferred to the Purchaser, the amendment or replacement of the Seller's Title Deed or the withdrawal of judicial attachments, interdicts, caveats or other bars to transfer, which costs shall be borne by the Seller; and/or

14.1.2 any VAT or transfer duty (if applicable) that may be payable.

14.2 The Purchaser shall be liable for all rates, taxes and other charges, including but not limited to all consumption charges in respect of the Property from the Transfer Date, and the Seller shall remain liable for all such charges up to and including the Transfer Date.

14.3 The Seller shall, within 7 (seven) Days of receipt of their account, pay to the Conveyancers all rates, taxes and other charges payable for obtaining a valid clearance certificate from the local authority for the purpose of the Transfer of the Property and this amount may be paid to the local authority for this purpose.

14.4 The Purchaser shall, within 7 (seven) Days of demand by the Conveyancers, pay to the Conveyancers any other costs, expenses, disbursements, VAT, transfer duty (if applicable) or other amounts payable by the Purchaser in terms of this Auction Document and required in order to effect the Transfer of the Property.

14.5 On the Transfer Date, the Conveyancers will calculate the final amount payable by the Purchaser, and any difference between the final amount and the estimate shall be payable to the Party entitled to the difference by the other Party.

15. ENTOMOLOGIST'S CERTIFICATE –

15.1 At the Purchaser's cost, the Purchaser shall if required procure a certificate or certificates in respect of all buildings situated on the

Property from a Government and South African Pest Control Association approved eradicator of timber destroying insects to the effect –

15.1.1 that the buildings on the Property have been inspected for infestation by timber destroying and/or boring insects of all kinds; and

15.1.2 having thoroughly inspected the buildings, that at the date of such inspection, such buildings are apparently free from infestation by such insects.

15.2 The certificate or certificates shall be furnished to the Seller before the Transfer Date in respect of the Property to which it applies such extended period as the Seller may agree to in writing.

16. ELECTRICAL INSTALLATION COMPLIANCE CERTIFICATES –

16.1 The Purchaser shall prior to the Transfer Date in respect of the Property, deliver at the Purchaser's expense, to the Conveyancers, a certificate of compliance in terms of Government Regulation No. 2920 of 1992 in respect of the Property, issued by an accredited person who is registered with the Electrical contracting Board of South Africa, certifying that the electrical installation of the buildings on that Property is in accordance with SABS 0142, or is reasonably safe.

16.2 If the aforesaid accredited person reports that there is a fault or defect in the electrical installation of the Property, the Purchaser shall, at the Purchaser's expense, within 21 (twenty-one) Days of receipt of such report and recommendations, contract with an electrical contractor or any other qualified person to carry out the repairs as recommended so as to enable the accredited person to issue the certificate aforesaid in respect of that Property.

17. GAS INSTALLATION – CERTIFICATE OF CONFORMITY:

17.1 In the event of there being a gas installation in the Property the Purchaser shall at its cost be obliged to obtain a Certificate of Conformity in respect of such an installation as is required by Section 17(3) of Government Notice R734 of 15 July 2009 stipulated in the Government

Gazette 32395. The Purchaser and its Auctioneers shall have reasonable access to the Property prior to the Transfer Date for the purposes of obtaining such Certificate and for carrying out such repairs as may be necessary. Should any repairs be necessary they will be for the costs and account of the Purchaser.

18. BUILDING PLANS –

18.1 The Seller does not warrant that any or all plans for the Property are in order and have been approved by the relevant municipality concerned. The Purchaser satisfies himself/herself/itself prior to entering into a sale agreement that the improvements on the Property are built in accordance with approved plans and according to municipal regulations. Should the Purchaser neglect to ascertain the status of the improvements prior to transfer, he will have to accept the Property with the prevailing defects. The Purchaser confirms he/she/it has investigated the plans if any and acquires the Property as is, and any or all outstanding plans will be for the cost of the Purchaser.

19. WARRANTIES –

Each Party warrants that –

- 19.1 this Auction Document constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms; and/or
- 19.2 where applicable, the execution of this Auction Document and the performance of its obligations hereunder does not and shall not –
 - 19.2.1 contravene any law or regulation to which that party is subject; or
 - 19.2.2 contravene any provisions of the Party's constitutional documents.

20. CONFIDENTIALITY AND PUBLICITY –

20.1 Any information obtained by any Party to this Auction Document in terms of, or arising from the implementation of, or the contents of this Auction Document shall be treated as confidential by the Parties and shall not be

used, divulged or permitted to be divulged to any person not being a Party to this Auction Document, without the prior written consent of the other Party (which consent shall not be unreasonably withheld), save that each Party shall be entitled to disclose such information to such of its Related Persons who need to know for the purpose of this Auction Document or for any act which a Party is obliged to take in law.

- 20.2 For the foregoing, “**Related Persons**” includes employees, directors, Auctioneers, advisors (including, but not limited to legal, tax and/or financial advisors, bankers) contractors and/or consultants.

21. BREACH –

- 21.1 The Purchaser is deemed to have committed an act of default (the “**Act of Default**”) if the Purchaser –

- 21.1.1 fails to comply strictly with its obligations in terms of this Auction Document or to pay any amount due to the Seller in terms of this Auction Document, by the time and on any date due; or
- 21.1.2 materially breaches any provisions of this Auction Document that are incapable of being remedied; or
- 21.1.3 breaches any other provision of this Auction Document and fails to remedy such breach within 7 (seven) Days of receipt of a notice from the Seller calling on it to do so; or
- 21.1.4 breaches the provisions of this Auction Document on 2 (two) or more occasions irrespective of whether any such breaches have been remedied or not; or
- 21.1.5 takes steps or has steps taken against it, or effects or has effected against it, a sequestration or surrender of estate, winding up, business rescue proceedings or deregistration in any jurisdiction; or
- 21.1.6 effects a compromise with any of its creditors generally; or

- 21.1.7 at any time prior to or during the currency of this Auction Document commits an act which is an act of insolvency as defined in the Insolvency Act No. 24 of 1936 (as amended or replaced from time to time) or, being a juristic person, has committed an act that would be an act of insolvency if committed by a natural person; or
 - 21.1.8 has a final judgment or arbitration award granted against it and fails to satisfy such judgment or award within 21 (twenty-one) Days of such judgment or award becoming final, where a “final judgment or award” is a judgment or award which is not or is no longer subject to appeal; or
 - 21.1.9 is a juristic person (other than a public company listed on a recognized stock exchange) and its membership / shareholding changes without the prior written consent of the Seller; or
 - 21.1.10 is a trust and any of the trustees or beneficiaries, or the provisions of its trust deed change without the prior written consent of the Seller; or
 - 21.1.11 is a juristic person and any member / shareholder of the Purchaser breaches any written undertaking given by such member to the Seller relating to such member’s shareholder, member’s interest or other financial interest in the Purchaser; or
 - 21.1.12 issues any cheque, bill of exchange or promissory note to any person and such cheque, bill or exchange or promissory note has been dishonored or rejected due to insufficient funds or payment has been stopped.
- 21.2 Without prejudice to its other rights under this Auction Document or at law, an Act of Default entitles the Seller to any or all of the following remedies –

- 21.2.1 to require the Purchaser to immediately pay all amounts owing to the Seller whether or not they are then payable;
 - 21.2.2 in the case of any Act of Default which is capable of being remedied by the Purchaser, to withhold the performance of any obligation due to the Purchaser until the default has been remedied to the Seller's reasonable satisfaction;
 - 21.2.3 to claim specific performance with the right to subsequently cancel this agreement upon abandonment of any such claim or order for specific performance;
 - 21.2.4 to cancel this agreement;
 - 21.2.5 to claim damages arising out of such Act of Default or the premature cancellation of this agreement or otherwise; and/or
 - 21.2.6 to retain all amounts paid by the Purchaser (including the Deposit and accrued interest thereon) as a genuine pre-estimate of damages or an account of damages payable (subject to clause 22 below)
- 21.3 Interest at the Prime Rate shall accrue and be payable by the Purchaser to the Seller –
- 21.3.1 on all amounts due by the Purchaser to the Seller which are not paid by any due date for payment;
 - 21.3.2 on all damages payable by the Purchaser to the Seller with effect from the date on which the cause of action arises.

22. "ROUWKOOP" –

- 22.1 The Purchaser irrevocably agree that in the event of this transaction being cancelled for any reason whatsoever due to any default by the Purchaser, the Deposit paid by the Purchaser (together with all interest that has accrued thereon) shall be considered as "*rouwkoop*" and against cancellation of the agreement, due to the non-compliance of the Purchaser of the Purchaser's obligations, the Deposit (together with all

interest that has accrued thereon) shall be forfeited as “*rouwkoop*” and the transferring attorneys shall be entitled to make payment of the Deposit (together with interest that has accrued thereon) in its trust account directly to the Seller as “*rouwkoop*”, in addition to any other amounts payable to the Seller or claims against the Purchaser.

- 22.2 The Seller’s acceptance of the Deposit as ‘*rouwkoop*’ shall not prejudice any rights which the Seller may have to recover damages to the extent that its damages exceed the amount of the Deposit.

23. AUCTIONEER’S COMMISSION –

23.1 The Auctioneer shall be a registered Full Status Property Practitioner and holds a Fidelity Fund Certificate issued by the Property Practitioner Regulatory Authority in terms of the Property Practitioner’s Act, 22 of 2019 (‘**PPA**’) and its Regulations. The Auctioneer hereby warrants the validity of his/her/its Fidelity Fund certificate as at the date of signature of this Agreement, Submission Date and Acceptance Date.

23.2 Commission calculated at 6% (six percent) of the Purchase Price (plus VAT), will be due and payable by the Purchaser to the Auctioneer on the Submission Date (“**the Commission Agreement**”). The Commission Agreement constitutes a separate enforceable agreement between the Auctioneer and the Purchaser with no recourse against the Seller;

23.3 If any stipulation of this Auction Document or the Commission Agreement conflicts with the PPA or its Regulations, the terms/stipulations shall be severable from this Auction Document and/or the Commission Agreement and the terms of the PPA and its Regulations shall be applicable.

23.4 For the avoidance of the doubt, the Commission is payable in addition to the Purchase Price.

24. DOMICILIA – PHYSICAL AND E-MAIL ADDRESSES –

24.1 The parties choose as their *domicilia citandi et executandi* for all purposes under this Auction Document, whether in respect of Court

process, notices or other documents or communications of whatsoever nature, the following addresses and telefax numbers:

24.1.1 SELLER –

The Seller, **c/o Strydom & Bredenkamp Attorneys –**

Physical Address: **225 Veale Street,
Brooklyn, Pretoria,
0181**

Telephone No.: **012 460 1930**

E-mail: **henk@lawsb.co.za**

Attention: **HENK STRYDOM**

24.1.2 AUCTIONEER –

Physical Address: **c/o R64 & Valencia Road,
Waterbron,
BFN, 9301**

Telephone No.: **051 430 23000**

E-mail: **bloem3@parkvillage.co.za**

Attention: **Hettelien van den Burgh**

24.1.3 PURCHASER –

The Purchaser hereby furnishes and inserts the following information, for the purpose of completing the Offer contained in this Auction Document, the names, identity number and physical address of the purchaser (not post box number) –

Full Names: _____

Registration / _____
Identity Number: _____

Physical Address: _____

Telephone No.: _____
 Cell phone No.: _____
 E-mail: _____

- 24.2 The Seller, Auctioneer's and Purchaser's selected *domicilium* address and e-mail addresses are as set out in clauses 24.1.1 to 24.1.3 above.
- 24.3 A notice given as set out above shall be deemed to have been duly given if delivered, on the date of delivery; if sent by e-mail 1 (one) hour after the time of transmission to the e-mail address, provided that the e-mail is transmitted between the hours of 08h00 and 15h30 on a normal business day, failing which it shall be deemed received at 09h00 on the next business day.
- 24.4 Any Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that party to another physical address in South Africa or its e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 5th (fifth) Day from the receipt (or deemed receipt) of the notice by the addressee.
- 24.5 Notwithstanding anything to the contrary herein contained a written notice or communication (including e-mail) actually received by the person named in clause 24.1.1 to 24.1.3 on behalf of a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

25. VARIATION AND WAIVERS –

- 25.1 No variation, modification or waiver of any portion of this Auction Document or consent to any departure therefrom shall in any event be of any force and effect unless confirmed in writing and signed by the Parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent of which it was made or given. For the avoidance of doubt the Parties expressly agree that no variation, amendment, or consensual

cancellation shall arise pursuant to an exchange of “data” by means of an “electronic signature”, or an “advanced electronic signature” (as envisaged in the Electronic Communications and Transactions Act 25 of 2002, as amended “**ECTA**”) or otherwise by means of electronic and/or written signed correspondence. Further the Parties agree to the extent allowed in law, that section 13 of ECTA 25 of 2002 shall not apply to this Auction Document. For the purposes of this Auction Document, the Parties agree that the fact that their name or the name of the entity that they represent appears at or near the end of any e-mail, electronic correspondence or other written correspondence shall not in any way be deemed or considered to be their signature or electronic signature.

25.2 The waiver by any Party of any breach of any of the terms and conditions of this Auction Document shall not prejudice any remedy of the waiving Party in respect of any continuing or other breach of the terms and conditions hereof, or deemed to be a novation of any existing rights.

25.3 No indulgence on the part of any Party in exercising any power or rights conferred on such party in terms of this Auction Document shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof in the exercise of any power or right under this Auction Document.

25.4 No oral undertaking not to sue (*pactum de non petendo*) shall be of any force and effect.

26. NO CESSION AND ASSIGNMENT –

The Purchaser shall not be entitled to cede, assign or delegate any of its rights or obligations without the Seller’s prior written consent, save for the cession and assignment as contemplated in clause 10.

27. SUBMISSION TO JURISDICTION –

The Parties hereby consent and submit to the non-exclusive jurisdiction of High Court of South Africa, Gauteng Division, Pretoria, for all purposes of and in connection with this Auction Document.

28. COSTS –

Save for expressly provided otherwise in this Auction Document, each Party shall bear their own costs of and incidental to the negotiation, drafting and implementation of this Auction Document.

29. ESKOM POWER (IF APPLICABLE) –

- 29.1 The Seller undertakes to obtain final Eskom electricity readings and make payment of all outstanding electricity due to Eskom as at the Transfer Date. The Purchaser shall be entitled to transfer the electricity account to the Purchaser's benefit only after the Transfer Date.
- 29.2 Unless specifically guaranteed in this Auction Document, the Seller does not warrant the supply of electricity by Eskom and/or the registration of any water rights in respect of the Property.

30. RESTITUTION OF LAND RIGHTS –

- 30.1 The Property is sold subject to the provisions of the Restitution of Land Rights Act No. 22 of 1994 ("**the Restitution of Land Rights Act**").
- 30.2 The sale is subject to any land claim registered in terms of the Restitution of Land Rights Act on the Property. In the event that a claim has been noted against the Property by the Land Claims Commissioner, the Seller shall give 30 (thirty) Days' written notice to the Land Claims Commissioner in respect of this Auction Document.
- 30.3 The Seller does not warrant or represent that there is no land claim against the Property, and the Purchaser purchases the Property subject to any land claims being instituted or to be instituted in terms of the Restitution of Land Rights Act.

31. WATER RIGHTS (IF ANY) –

- 31.1 The sale of the Property includes all registered and unregistered water rights, water entitlements, licences and existing lawful water uses (if any) relating to the Property and capable of being transferred or recognised in favour of the Purchaser in accordance with applicable law.

- 31.2 The Seller shall remain liable for the payment of all levies, charges and other amounts lawfully payable in respect of such water rights or water use entitlements up to and including the Transfer Date.
- 31.3 The Purchaser shall, at its own cost, attend to all applications, registrations, validations, transfers or other administrative processes required by the relevant authority to record or recognise such water rights or water entitlements in the Purchaser's name after the Transfer Date.
- 31.4 The Seller gives no warranty that any water right, water use entitlement or licence is transferable, registrable or capable of validation by the relevant authority.

32. REGISTRATION FEE –

- 32.1 Simultaneously with the submission of the Auction Document, the Purchaser shall pay the Registration Fee.
- 32.2 The Registration Fee shall constitute confirmation of the Purchaser's *bona fide* intention to proceed with the proposed transaction and shall be held by the Auctioneer in its trust pending the Acceptance Date.
- 32.3 The Registration Fee shall be held by the Auctioneer in its trust account pending the Acceptance Date and shall not bear interest. Should the Seller not accept the Offer, or should the proposed sale not proceed for any reason other than an Act of Default by the Purchaser, the Registration Fee shall be refunded to the Purchaser within a reasonable period after the Purchaser has been notified accordingly.
- 32.4 Upon acceptance of the Offer, the Registration Fee shall be credited, at the Seller's election, towards the Purchase Price or any other amount payable by the Purchaser in terms of this Auction Document.
- 32.5 The Auctioneer's trust bank account details are as follows –

Name – PARK VILLAGE AUCTIONS CENTRAL

Bank – ABSA BANK

Account No. – 4099805479

Branch Code – 632005

Reference No. – ELVJ – (PURCHASERS SURNAME OR ENTITY)

[DUE TO THE PREVALENCE OF CYBERFRAUD, PLEASE ENSURE THAT YOU PHONE THE OFFICES OF THE AUCTIONEER ON 015 287 3300 AND SPEAK TO ALEXANDER KALP IN ORDER TO TELEPHONICALLY VERIFY THE AUCTIONEER'S TRUST BANK ACCOUNT DETAILS BEFORE MAKING PAYMENT]

33. EXECUTION –

33.1 This Auction Document may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement as at the Signature Date.

33.2 In the event of the Purchaser being a Company, Close Corporation, Trust or other juristic person, this Auction Document is hereby signed on behalf of the Purchaser by a duly authorised representative, who warrants to the Seller that he/she has the full authority to enter into the Auction Document and to bind the Purchaser to the obligations contained herein (**'the Signatory'**). The Signatory shall provide, upon request, a certified copy of the resolution or written authority authorising him/her to sign this Auction Document on behalf of the Purchaser. The Signatory's details are as follows –

Name & Surname: _____
Identity No.: _____

33.3 The Signatory, by his/her signature hereto renounces the benefits of excussion and division, hereby personally interposes and binds himself/herself as surety and co-principal debtor with the Purchaser and in favour of the Seller for the fulfilment of the Purchaser's obligations hereunder.

33.4 Insofar as the Purchaser is a company or close corporation which has not yet been incorporated or formed and the person signing this Auction Document acts or purports to act as Auctioneer or trustee for such company or close corporation to be formed –

33.4.1 such person undertakes in his/her personal capacity that the company or close corporation for which he/she is acting as Auctioneer or trustee shall be incorporated or formed within 30

(thirty) Days of the Signature Date and shall, within 14 (fourteen) Days of being incorporated or formed, adopt or ratify this Auction Document without modification;

- 33.4.2 if the said company or close corporation is not formed within the prescribed period in clause 33.4.1 or having been incorporated or formed, does not adopt or ratify this Auction Document within period prescribed in clause 33.4.1, such person shall, in his/her personal capacity, be deemed to be the Purchaser in terms of this Auction Document;
- 33.4.3 if the said company or close corporation is incorporated or formed and does adopt or ratify this Auction Document as contemplated in clauses 33.4.1 and 33.4.2, such person shall, by his/her signature to this Auction Document, bind himself/herself in favour of the Seller as surety and co-principal debtor in solidum with such company or close corporation, under renunciation of the benefits of excussion, division and cession of action, for the due and punctual performance of all the obligations of such company or close corporation in terms of or arising from this Auction Document; and
- 33.4.4 if the Purchaser purports to be a legal entity which subsequently transpires is not properly constituted or incorporated, the natural person signing this Auction Document shall be deemed to be the Purchaser and shall assume all the liabilities and obligations of the Purchaser in terms of this Auction Document.

34. WHOLE AGREEMENT –

- 34.1 This is the whole agreement between the Parties, and it contains all the express provisions agreed by the Parties about its subject matter.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE –

THUS ACCEPTED BY THE **PURCHASER** AND SIGNED AT _____ ON THIS
_____ DAY OF _____ 2026.

AS WITNESSES –

1. _____

2. _____

By or on behalf of the **Purchaser** and as Surety
and co-principal debtor for the **Purchaser**

AS WITNESSES –

1. _____

2. _____

By or on behalf of the **Purchaser** and as Surety
and co-principal debtor for the **Purchaser**

THUS ACCEPTED BY THE **SELLER** AND SIGNED AT _____ ON THIS
_____ DAY OF _____ 2026.

AS WITNESSES –

1. _____

2. _____

FOR THE **SELLER**, duly authorised, represented
herein by _____

THUS ACKNOWLEDGED BY THE **AUCTIONEER** AND SIGNED AT _____ ON
THIS _____ DAY OF _____ 2026.

AS WITNESSES –

1. _____

2. _____

FOR THE **AUCTIONEER**, duly authorized

SCHEDULE OF ANNEXURES –

Annexure A – Windeed Search / Title Deed / SG Diagram;

Annexure B – Disclosure Form;

Annexure C – Lease Agreements;

Annexure D – Shareholders Special Resolution.

Annexure A – Windeed Search / Title Deed / SG Diagram –



DeedsWEB

Property Report

Property Detail					
Deeds registry		North Gauteng Deeds Registry			
Property type		ERF			
Township		PRETORIA NORTH			
Erf number		695			
Portion		0			
Province		GAUTENG			
Registration division/Administrative district		JR			
Local authority		CITY OF TSHWANE METROPOLITAN MUNICIPALITY			
Previous description		-			
Diagram deed number		T21848/1938			
Extent		25520000 SQM			
LPI Code		T0JR02030000069500000			
Title Deeds Detail					
Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T66541/2003	20030606	20030110	R1767000.00	20090428 12:56:04	Yes
Owners Detail					
Document	Full name		Identity Number	Share	Person Enquiry?
T66541/2003	OSTIPROP 1221 PTY LTD		200202178007	-	Yes
Endorsements/Encumbrances					
Endorsement / Encumbrance		Holder	Amount	Image Scanned reference	Document copy?
B128564/2005		STANDARD BANK OF SOUTH AFRICA LTD	R1570000.00	20090428 12:56:57	Yes
B14819/2009		STANDARD BANK OF SOUTH	R1430000.00	20090428 12:57:23	Yes

	AFRICA LTD			
B45465/2003	STANDARD BANK OF SOUTH AFRICA LTD	R2000000.00	20090428 12:56:33	Yes
VA2060/2009	OSTIPROP 1221 PTY LTD	-	20090428 12:55:43	Yes
PRETORIA N,695	-	-	19890101 20:56:15	Yes
History				
Document	Holder	Amount	Image Scanned reference	Document copy?
T34244/1981	KAMPIOENSKAP BELEGGINGS CC	-	20190928 13:43:11	Yes
T44522/1993	SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOC	R1850000.00	20030101 10:25:34	Yes
T44522/1993	OLD MUTUAL LIFE ASSURANCE CO SOUTH AFRICA LTD	R1850000.00	20030101 10:25:34	Yes

Disclaimer: The Office of the Chief Registrar of Deeds hereby confirms that, on the basis of information at the Deeds Office's disposal, the contents of this report accurately reflect property information held in our records. Photocopies of this report are not valid. Valid for 7 days. Fee schedule:

<http://deeds.gov.za/fees.php>



CN 222 808751

DEED OF TRANSFER NO. T66541/2003

WALKERS



ATTORNEYS

INCORPORATED

EST. 1828

ES/BS/07/03T **UITVOERING-EXECUTION** 19-84

64
Telephone:
(012) 300-3000

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:
(a) Datum van inleëning / Date of lodgement
28

LODGE MENT 2003-03-
23 MAY 2003
LODGE MENT

(b) 30/06/03 84

Onsoekers / Enquiries	Kamers / Rooms	Skakeling / Linking	Verwerp / Reject	Passer / Pass
1. Matshe	Proz	2 1		
2.				
3.				

B. VIR AKTEBESORGERSE GEBRUIK / FOR CONVEYANCER'S USE:
Aard van Akte b.v.: Transport, Verband, ens
Nature of Deed e.g.: Transfer, Bond, etc.
Transfer

066541 03

Verwysingsno. / Reference No.
ES/BS/A14975

Skakeling / Linking
2-1

GELYKTYDIGES / SIMULS

Kodo / Code	Name van Partye / Names of Parties	Firma No. / Firm No.	No. in ste/batch	Treftaktes ens. binne / Titles etc. within
1	Old Mutual / Oshiprqs 1221	44	1	T44522/93
2	Oshiprqs 1221 / Std Bank	51	2	
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Kort beskrywing van eiendom (slegs para. 1 in Akte) / Brief description of property (only para. 1 in Deed)

Gef 695 Pa North

REGISTRASIE VERSOEK DEUR
REGISTRATION REQUESTED BY:DATUM:
DATE:

- 5 JUL 2003



SEELREG STAMP DUTY FOOT TEES	R500.00
---------------------------------------	---------

Prepared by me
CONVEYANCER
JA LEE

VERBOD	MONTAGED
VIR FOR R 2 000 000,00	
45465 03	

06 06 03

T 066541 03

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT LERINA BOTHA

appeared before me, REGISTRAR OF DEEDS at PRETORIA he the said Appearer being
duly authorised thereto by a Power of Attorney signed at CAPE TOWN
on 21 FEBRUARY 2003 and granted to him by:-

OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED
No. 1999/004643/06

DEBBIE
DALS

2003-06-24

WALKERS INC
ATTORNEYS
PLEIN STREET, CAPE TOWN

"LegalEffect"

- 2 -

AND the Appearer declared that his said Principal had truly and legally sold on 10 January 2003 a property letting business as a going concern conducted at and inclusive of the hereinaftermentioned property and that he, the said Appearer in his capacity aforesaid, did by these presents, cede and transfer, to and on behalf of:-

OSTIPROP 1221 (PROPRIETARY) LIMITED
No. 2002/021780/07

its successors in title or assigns in full and free property

ERF 695 PRETORIA NORTH
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

IN EXTENT 2 552 (TWO THOUSAND FIVE HUNDRED AND FIFTY TWO) SQUARE
METRES

FIRST TRANSFERRED by Deed of Transfer No. T21848/1938 and held by Deed of
Transfer No. T44522/1993

SUBJECT to such conditions as are mentioned or referred to in the aforesaid deeds.

WALKERS INC
ATTORNEYS
PLEIN STREET, CAPE TOWN

"Legalperfect"

- 2 -

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REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

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METRES

FIRST TRANSFERRED by Deed of Transfer No. T21848/1938 and held by Deed of
Transfer No. T44522/1993

SUBJECT to such conditions as are mentioned or referred to in the aforesaid deeds.

WALKERS INC
ATTORNEYS
PLEIN STREET, CAPE TOWN

"Legalperfect"

- 3 -

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

OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED

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:-

OSTIPROP 1221 (PROPRIETARY) LIMITED

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 R1 767 000,00 (ONE MILLION SEVEN HUNDRED AND SIXTY SEVEN THOUSAND RAND).

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

THUS DONE AND EXECUTED at the office of the REGISTRAR OF DEEDS at PRETORIA on

In my presence,

06 06 03

REGISTRAR OF DEEDS

WALKERS INC
ATTORNEYS
PLEIN STREET, CAPE TOWN

"Legalperfect"

- 3 -

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

OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED
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:-

OSTIPROP 1221 (PROPRIETARY) LIMITED

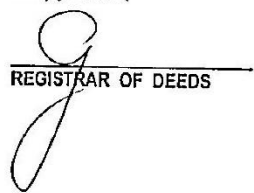
its successors in title or assigns, now is and henceforth shall be entitled thereto, conformably
to local custom, the State, however, reserving its rights, and finally acknowledging the
purchase price to be the sum of R1 767 000,00 (ONE MILLION SEVEN HUNDRED AND
SIXTY SEVEN THOUSAND RAND).

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

THUS DONE AND EXECUTED at the office of the REGISTRAR OF DEEDS at
PRETORIA on

In my presence,

06 06 03


REGISTRAR OF DEEDS

WALKERS INC
ATTORNEYS
PLEIN STREET, CAPE TOWN

Lega'perfect

OLACS/PAGE 4

T 6654/05

VERBOD		MORTGAGED	
VIR FOR R 1 570 000,50			
B	128564/05	 REGISTRAR/REGISTRAR	
2-09-05			



1-5
①

Prepared by me,
BONVEYANCER
JA LEE

POWER OF ATTORNEY TO TRANSFER

We, the undersigned,

FRANCOIS HAASBROEK
and
SEAN GORDON PAUL PETER JOHN MCGREGOR

For and on behalf of:-
in our capacities as
Field Services Property Manager, and
Manager Field Services Properties of—



OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED, No.
1999/004643/06

duly authorized hereto

(the Transferor) hereby nominate, constitute and appoint:-

LERINA BOTHA and/or ROELF GERKE
with power of substitution to be the true and lawful Attorney/s and Agent/s of the Transferor
to appear before the REGISTRAR OF DEEDS at PRETORIA and then and there to declare
that the Transferor did on 10 January 2003, sell to:-

OSTIPROP 1221 (PROPRIETARY) LIMITED
No. 2002/021780/07

for the sum of R1 767 000,00 (ONE MILLION SEVEN HUNDRED AND SIXTY SEVEN
THOUSAND RAND) the hereinaftermentioned property:-

ERF 695 PRETORIA NORTH
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

IN EXTENT 2 552 (TWO THOUSAND FIVE HUNDRED AND FIFTY TWO) SQUARE
METRES;

HELD BY Deed of Transfer T 44522/1993

and further cede and transfer the said ground in full and free property to the said
Purchaser; to renounce all the right, title and interest which the Transferor heretofore had in
and to the said property, to promise to free and warrant the said property and also to clear
the same from all encumbrances and hypothecations according to law, to draw, sign and
pass the necessary acts and deeds, or other instruments and documents; and generally,

WALKERS INC
ATTORNEYS
PLEIN STREET, CAPE TOWN



"LEGALPERFECT"

SIGNED at Loape Town on 21 February 2003

1.

2.

LEGALPERFECT



South African Revenue Service
(formerly Department of Finance)

TRANSFER DUTY - FORM B
DECLARATION BY PURCHASER

23/4/03
2
PART 1

TRANSFEROR (Seller)
OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED No. 1999/004643/06

TRANSFeree (Purchaser)
OSTIPROP 1221 (PROPRIETARY) LIMITED No. 2002/021760/07

DESCRIPTION OF PROPERTY

ERF 695 PRETORIA NORTH
REGISTRATION DIVISION J.R., THE PROVINCE OF GAUTENG

IN EXTENT 2 552 (TWO THOUSAND FIVE HUNDRED AND FIFTY TWO) SQUARE METRES;

0001288

Date of transaction: 10 January 2003

Consideration: R1 767 000,00

TRANSFER DUTY PAID BY WALKERS INC (P BRAASCH/OSTIPROP)
Postal Address P O BOX 254 CAPE TOWN

Koorn Wessels (ES/RS)

FOR OFFICIAL USE

Transfer duty paid on R

Being

Act under which duty charged

Steel defacing stamp of
office of issue
SOUTH AFRICA
1221
REVENUE SERVICE

Receiver of Revenue

CASH REGISTER RECEIPT

00012889 (19)
22 4 2003



(3)

CERTIFIED: That information given in section 2 is sufficient and correct

C.

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

E 31086

WRITTEN STATEMENT ISSUED IN TERMS OF SECTION 118 (1) of Act 32, 2000

This is to certify that all sums due in terms of section 116 (1) of Act 32, 2000 in respect of the land or the right in land described hereunder, have been paid to the Council.

Description of land or right in land:

ERF 695 Pretoria North.

This certificate is valid until

30 June

20 03

Given under my hand at PRETORIA this

21

day of

May

20 03

for CHIEF FINANCIAL OFFICER
City of Tshwane Metropolitan Municipality

Municipal G0293

9

DRS01182 Prod DEEDS REGISTRATION SYSTEM : PRETORIA

DATE : 20030526 TIME : 10:17:40.2 PAGE : 1

TRACK NUMBER : 2237360

BLACK-BOOKING ENQUIRY ON NAME : OLD MUTUAL LIFE ASSURANCE CO SOUTH AFRICA LTD
 ID NUMBER : 199900464306
 BIRTH DATE : 0
 MARITAL STATUS :
 MAIDEN NAME :
 TYPE OF PERSON : COMPANY

OTHER REFERENCES LINKED TO THIS PERSON :
 SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOC

PERSON NAME AND ID	CONTRACTS/INTERDICTS	NOTED ON MICROFILM REF
OLD MUTUAL LIFE ASSURANCE CO SOUTH AFRICA LTD	199900464306 BC2544/1988	0 1988 0549 1200
	199900464306 BC57/1999	19990501 1999 0533 5035
	199900464306 CB16317	0
	199900464306 EX133/1998-T25807/91	19980227
	199900464306 EX14/1995-T30168/87	0
	199900464306 EX6/2001-T30168/1987	20010307
	199900464306 I-2657/1977C-20015/688	0
	199900464306 I-278/1974C-21331/669	0
	199900464306 I-3892/1992C	0
	199900464306 I-3609/1979C-22900/9788	0
	199900464306 I-3610/1979C-36563/9468	0
	199900464306 I-4056/1992C-B20015/68	0
	199900464306 I-661/1967-1221/961T-C	0
	199900464306 I-6571/1985C-86212/85	0
	199900464306 X2061/2000RH	20000420 2000 0408 0968
	199900464306 X2451/2003S	20030429
	199900464306 X6259/1999RH-T148627/1999	19991215 2000 0042 2952
	199900464306 PA185/1972	0
	199900464306 PA187/1954	0
	199900464306 PA219/1979	0
	199900464306 PA230/1984	0 1984 1113 1978
	199900464306 PA305/1960	0
	199900464306 PA307/1960	0
	199900464306 PA384/1981	0
	199900464306 PA426/1932	0
	199900464306 PA504/1990	0 1990 1109 1307
	199900464306 PA68/1972	0
	199900464306 PA89/1909	0
	199900464306 PA95/1928	0
	199900464306 VA1241/1999-T67479/1991	19990312 1999 0307 3492
	199900464306 VA1322/2001-T5429/1962	20010228 2001 0269 4318

*** END OF REPORT ***

DRS01182 Prod DEEDS REGISTRATION SYSTEM - PRETORIA

DATE : 20030526 TIME : 10:16:08.1 PAGE : 1

TRACK NUMBER : 2237360

PROPERTY DETAILS PRINT FOR PORTION 0
 ERF NO 695
 TOWNSHIP PRETORIA NORTH
 REG DIV JR

PROVINCE GAUTENG

PREV DESCRIPTION
 DIAGRAM DEED NO 21848/938
 EXTENT 2552 SQM
 CLEARANCE CITY OF TSHANE METROPOLITAN MUNICIPALITY

NO INTERESTS

DOCUMENTS
 PRETORIA H.695

HOLDER

AMOUNT

O/P/A

MICROFILM REF
 1989 2769 4338

M200

OWNER DETAILS

FULL NAME & SHARE	PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	TITLE DEED	M200	MICROFILM REF
OLD MUTUAL LIFE ASSURANCE CO SOUTH AFRICA LTD				199900464305	T44522/1993	0610	1993 0555 2764
	19930225	R3850000					

* O/P/A - O - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

*** END OF REPORT ***

A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:

(a) Gelyktydiges met ander registrasiekantore/deelkants : Simult with other registries / Sectional title:

Kode/Code	Firma / Firm	Eiendom / Property	Kantoor / Office
1			
2			
3			
4			

(b) Klient afskrifte van aktes permanent in Aktekantoor gelaas: Client copies of deed filed permanently in Deeds Office:

Aard en nommer van akte Nature and number of deed	Kode Code	Parawe van ondersoekers Initials of examiners
	T.R.	

(c) Notas / Notes

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

		Opmerkings Remarks	Paras Initials
Interdikte nagesien deur Interdicts checked by	(1) Dorp goedgekeur (gesprok linnce) Township approved (proclamation)		
Datum: Date:	(2) Beg'g nagesien Endowment seen		
	(3) Beg'g nagesien Endowment		
	(4) Vooraardes Conventions		
	(5) M'ro M'ro		
	(6) Algemene plan General plan		
Interdikte nagesien deur Interdicts checked by	(7) Tied akte Tied deed		
Datum: Date:	(8) Verbonde teen dorpsatid Bonds against township title		
	(9) Datum nagesien Date checked		
Kantoor instruksies / Office instructions:			
Seksie / Section:			

SG. NO. A. 4582

/12

Diagram illustrating a survey of land, showing a rectangular plot bounded by Lot No. 677, Lot No. 694, and Lot No. 713. The plot is labeled A, B, C, D. A vertical line is labeled T N. A scale bar indicates 0 to 200 Feet.

BEACONS REPLACED:
A, B, D
1260/83

BEACONS REPLACED:
C
SR. No. 1260/83

SIDES	ANGLES
AB 220.00	A 90.00.0
BC 117.00	B 90.00.0
CD 220.00	C 90.00.0
DA 117.00	D 90.00.0

BEACONS REPLACED:
B
SR. No. 72184

The above Diagram lettered A, B, C, D represents 178 Square Rods, 168 Square Feet of land, being Lot No. 694, of the Township of PRETORIA NORTH, situate on a portion of the farm Wonderboom No. 311, as appears on the General Plan, framed by Surveyor P. S. Krige, in June-August, 1903; District of Pretoria, Transvaal Colony.

Bounded as indicated above.

The beacons have been properly defined on the ground according to Law.

Surveyed in June-August, 1903, by me

P. S. Krige
Government Land Surveyor.

No. 4582
Entered. The numerical date of this diagram are sufficiently recorded.
Approved *P. S. Krige*
Surveyor General.
Surveyor General's Office, 4 DEC 1912
Pretoria.

This diagram belongs to Deed of Transfer No.
Issued this day in favour of
Registrar of Deeds,
Deeds Office,
Pretoria.

TM 705(1a) (REDUCED COPY)

Sheet 1

Original Plan Filed and NOT to be Used

TRUE COPY
Surveyor General

S.G. No. A. 544/63 S.G. No. A. 514/67

THE PLAN AB DOTTED LINE 50 FEET WEST OF & PARALLEL WITH RAILWAY LINE COE,
REPRESENTS THE GENERAL PLAN OF THE FREDHOLD TOWNSHIP OF

70%

PRETORIA NORTH

CONSISTING OF 150 LOTS NUMBERED 1 TO 150, SITUATE ON PORTION OF THE FARM WONDERBOOM No. 302 JR.
DISTRICT OF PRETORIA WARD TRANSVAL COLONY
BOUNDED AS INDICATED ABOVE VIDE DIAGRAM FRAMED BY SURVEYOR P. J. KRIGE
IN JUNE-AUGUST 1905 AND RELATING TO DEED OF
THE ANGULAR POINTS OF EACH LOT HAVE BEEN PROPERLY OBTAINED ON THE GROUND
SURVEYED IN JUNE-AUGUST 1905 BY ME.

As shown Diagram The material date of this
General Plan are sufficiently correct
Surveyor General's Office, Pretoria 17th Feb. 1906.

Scale 1:10,000



A5644/1903 - Additional Notes

ERF No.1355 FRAMED - SG No.2744/2007

ERF No. 985 - FRAMED, SG No. 2553/2008

ERF 491 - FRAMED, SG No. 7770/2008

Erf 1836 - Framed, SG No 1409/2009

ERF No. 1325 - D129/2010

R/ERF 1103 - D931/2011

ERVEN 1006 & 1026 CONSOLIDATED, Now Erf 1849,

S.G. No. 2971/2014

ERF 1098 - D232/2016

Remainder of ERF 93 - D132/2021

Portion 23 of ERF 1706 - D620/2021

ERF 1071 - D983/2021

ERF 920 - (old SSP59/1983)

Erf 920 - D104/2022

R/ERF 1126 - D575/2022

CONSOLIDATED, Now Erf 2261, S.G.No. 386/2023

R/Erf 359 - D536/2024

**Annexure B –
Disclosure Form –**

IMMOVABLE PROPERTY CONDITION REPORT

There are defects on the PROPERTY, however, the PURCHASER confirms that he has fully acquainted himself/herself/itself with the PROPERTY, which he/she/it has inspected and that the PROPERTY is sold voetstoots.

Disclaimer:

This condition report concerns the immovable property described as:

**ERF 695, PRETORIA NORTH, REGISTRATION DIVISION JR, PROVINCE OF
GAUTENG;**

Measuring: **2 552 (two thousand five hundred and fifty two square metres;**

(“PROPERTY”)

This report does not constitute a guarantee and/or warranty of any kind or nature by the owner of the property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the property.

Seller’s Information:

OSTIPROP 1221 PROPRIETARY LIMITED
c/o STRYDOM & BREDEKAMP ATTORNEYS

Definitions:

In this form:

“**Am aware**” mean to have notice or knowledge, while;

“**Defect**” means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired and/or removed and/or replaced,

would or could significantly shorten or adversely affect the expected normal lifespan of the property.

Disclosure of Information:

The seller of the property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the property may rely on such information when deciding whether, and on what terms, to purchase the property for sale to provide a copy of this statement, and to disclose any information contained in this statement to any person in connection with any actual or anticipated sale of the property.

Provision of Additional Information:

The seller represents that to the best of his/her/its knowledge the responses to the statements in respect of the property contained herein have been accurately note as “yes”, “no” or “not applicable”. Should the seller have responded to any of the statements with a “yes”, the owner shall be obliged to provide, in the additional information are of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a “yes”.

Statement concerning the condition of the property	Yes	No	N/A
I am aware of defects in the roof			
I am aware of defects in the electrical systems			
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any			
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers			
I am aware of defects in the septic system or other sanitary disposal systems			
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe			

concentrations of mould or defects in drain tiling or sump pumps			
I am aware of any structural defects in the property			
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway			
I am aware that remodeling or refurbishment has affected the structure of the property			
I am aware that any additions and/or improvements made to and/or any erections made on the property have been done or were made, only after the required consents, permissions and permits to do so were properly obtained			
I am aware that a structure on the property has been designated as a historic building			

Additional Comments:

Seller's Certification:

The Seller hereby certifies that the information provided in this report is to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this report.

Certification by person supplying information:

If a person other than the owner of the property provides the required information that person must certify that he/she/it is duly authorized by the Seller to supply the information and that he/she/it has supplied the correct information on which the Seller relied for the purposes of this report and in addition that the information contained herein is to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

Notice regarding advice or inspections:

Both the Seller as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

Buyer's acknowledgment:

- The prospective buyer acknowledges that he/she/it has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliance aspects concerning the property.
- The prospective buyer acknowledges receipt of a copy of this statement.

THUS DONE AND SIGNED AT _____ ON THIS ____ DAY OF _____ 2026.

SELLER

PROPERTY PRACTITIONER CERTIFICATE
NO:

PROSPECTIVE PURCHASER

PROSPECTIVE PURCHASER

Annexure C –

Lease Agreements –

**Annexure D –
Shareholders Special Resolution –**

**SPECIAL RESOLUTION OF THE SHAREHOLDERS OF
OSTIPROP 1221 PROPRIETARY LIMITED**

Reg. No.: 2002/021780/07
(‘the Company’)

SUBJECT – *Special Resolution of the Shareholders of the Company in accordance with the provisions of sections 60, 112 and 115 of the Companies Act, 71 of 2008*

WHEREAS –

1. The Company is the registered owner of the immovable property, described as: erf 695, Pretoria North, Registration Division JR, Province of Gauteng, and known as: 299 Burger Street, Pretoria North, Gauteng (**‘the Property’**);
2. The Property is subject to lease agreements, which lease agreements constitute an income earning activity;
3. The Property and the Lease Agreements (collectively **‘the Enterprise’**) constitutes the whole or greater part of the assets of the Company as contemplated in sections 60, 112 and 115 of the Companies Act, 71 of 2008 (**‘the Companies Act’**);
4. The Shareholders consider it to be in the best interests of the Company that the Property be disposed of the Enterprise by way of a competitive auction process.

IT IS HEREBY RESOLVED AS FOLLOWS –

1. The Company is authorised to invite offers for the sale of the Enterprise by way of the auction process contemplated in the Auction Agreement attached hereto;

2. The shareholders hereby approve the disposal of the Enterprise in accordance with sections 112 and 115 of the Act and on the terms contained in the Auction Agreement;
3. The shareholders acknowledge that they have been furnished with copies of sections 115 and 164 of the Companies Act;
4. _____, in his/her capacity as the director of the Company, is duly authorised to do all things necessary to give effect to this Resolution, including but not limited to signing the attached Agreement, any amendments, variations and addenda thereto as well as all necessary transfer documents, form and resolutions.

THE AMBER TRUST

duly represented by _____

Date:

ESTATE LATE VICKY JENNINGS

duly represented by **Pieter Hendrik Strydom NO**

Date:

VHB TRUST

duly represented by _____

Date: