

SWORN STATEMENT

I, the undersigned [REDACTED] ID NO [REDACTED] state under oath as follows:

1

I am an adult male estate agent, with my business address as [REDACTED]th Road, Hyde Park, JOHANNESBURG and with telephone number [REDACTED] am giving this statement as a result of my knowledge about certain events, as set out herein, and do so freely of my own will, without any promise of fear or favour.

2

On or about mid 2014 I was instructed by Mr N G Kholer to market and sell a property, known as **Portion 18 of Erf 1, Sandhurst, IR Gauteng**, situated at **119 Empire Place, Sandhurst, Johannesburg**. As a result thereof I placed the property on show a number of times and on or about 2014-10-26 a gentleman now known to me as Mr Lucky Montana, visited the show day and expressed interest in buying the property. Either that day, or the next day, I cannot now remember, Montana signed an offer to purchase, for the property, in the amount of R13.9 million. I cannot now recall where the offer was signed, as I do many offers. It may even have been signed on the show day. The offer was accepted by the seller on 2014-10-28.

3

I was subsequently contacted by a certain Mr Adriaan (Riaan) van der Walt, by e-mail on 2014-11-06. The e-mail contained a letter from Loubser van der Walt Inc attorneys, confirming that they had R5,000,000 in a trust account with Investec Bank. A true copy of the e-mails, the attorney's letter and the offer to purchase signed by Montana, is attached hereto, marked as **Annexure 'LG-1'**.

4

On 2014-10-07, I received a further mail from van der Walt, with proof of payment of the amount of R5,000,000 into Pam Golding's trust account, for and on behalf of Lucky Montana. I attach a true copy of that e-mail as **Annexure 'LG-2'**.

5

On 2014-11-25, I received a further facsimile from van der Walt, with a letter attached, marked 'URGENT'. The effect of the letter, as will be seen, was to change the 'Buyer' from Lucky Montana to a company called Precise Trade and Invest 02 (Pty) Limited. I then sent a fresh offer to purchase to van der Walt, in the name of Precise Trade & Invest 02 (Pty) Limited, which was immediately signed by van der Walt and returned to me. I note that at clause 15 I wrote the expression '*THE DEPOSIT IN 2.1 WAS RECEIVED ON 07 NOVEMBER 2014*'. The effect of this, is that the deposit paid for Lucky Montana, was not being held for Precise Trade and Invest 02 (Pty) limited. A true copy of the relevant e-mails, and new offer to purchase is attached hereto as **Annexure 'LG-3'**.

6

The conveyancing was carried out by Snymans Inc, Fourways office and the property was transferred on 2015-03-06. Within a few days of transfer I went to the property and met with Riaan van der Walt. He was on his own and to the best of my memory, this was the first time I saw him. I walked him through the property and handed him the keys.

7

There is one more document I want to attach, from my file. I do not know when I got it, but it is a copy of the bank guarantee for the payment of the remaining R8.9 million, from Investec. I attach a true copy of this as **Annexure 'LG-4'**.

Coincidentally, I was also the selling agent on another property, that was purchased by Lucky Montana. This is the property located in Hurlingham, on 12 Montrose Road, and known as Remaining extent of ERF 70 Hurlingham. The seller was a Mrs M H Gevisser and Montana bought it from her, with myself as the agent. The conveyancing was done by Janine Bredenkamp, in Parkview.

I distinctly recall Janine Bredenkamp calling me one day and saying that Montana had contacted her and requested her to change the 'buyer' from himself to another entity. I do not now recall what that entity was, but she refused to go along with it, as she wanted to finalise the transaction. That transfer went through on 2015-07-28. I attach a copy of the title deeds hereto, as Annexure 'LG-5'. As far I know, the seller of that property, is still in occupation and paying occupational rent.

Prior to me signing this statement, I have carefully read through it and am satisfied that the facts are correctly and accurately recorded. The following questions were put to me in person by the commissioner of oaths and I entered the answers thereto in my own handwriting:

'Do you know and understand the contents of this statement?'

YES

'Do you have any objection to taking the prescribed oath?'

NO

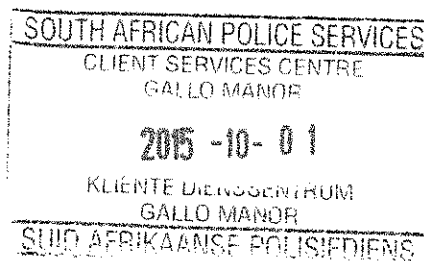
'Do you consider the prescribed oath binding on your conscience?'

YES



I certify that the deponent has acknowledged that he knows and understands the contents of this statement which was sworn to before me and the deponents signature was placed thereon in my presence at GALLO MANOR on FIRST day of OCTOBER 2015


Commissioner of Oaths
Bowling Ave
Gallomanoor
SANDTON



ANNEXURE 'LG-1'

From: [REDACTED]
Sent: 07 November 2014 10:04 AM
To: 'Loubser van der Walt'
Cc: [REDACTED]
Subject: RE: TL MONTANA TRANSACTION
Attachments: Final Agreement Signed Kohler - Montana.pdf

Hi Riaan

Attached please find a copy of the **Agreement of Sale** for **119 Empire Place, Sandhurst**.
I confirm the deposit is R 3,900,000 (three million nine hundred thousand) and was due on the 6th November 2014.

I look forward to receiving your confirmation of payment, and thank you in advance.

Best regards



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[Click here to view my properties for sale](#)



From: Loubser van der Walt [mailto:info@louwalt.co.za]
Sent: 06 November 2014 03:03 PM



To: [REDACTED]
Subject: RE: TL MONTANA TRANSACTION
Importance: High

Good day,

We refer to the above matter.

Find attached hereto our letter with contents which is self-explanatory for your **urgent** attention.

We trust you find the above in order.

Kind Regards
Vriendelike Groete
Connie obo Riaan van der Walt



LOUBSER VAN DER WALT INC/ING

Attorneys – Notaries Conveyancers
Prokureurs – Notarisse – Aktevervaardigers

375 Justice Mahomed Street, Brooklyn, Pretoria / Justice Mahomed Straat 375, Brooklyn, Pretoria
P O BOX 1935, Brooklyn Square, 0075 / Posbus 1935, Brooklyn Sirkel, 0075
DOCEX 13, BROOKLYN
Tel: (012) 460-1915/6
Fax/Faks: (012) 460-1919
Fax/Faks: 086-720-8747
Email/Epos: info@louwalt.co.za



Loubser van der Walt Inc.

Prokureurs • Notarisse • Aktevervaardigers
Attorneys • Notaries • Conveyancers

1093 Justice Mahomed Street (formerly 375 Charles Street), Brooklyn //

P O Box 1935, Brooklyn Square 0075.

Tel (012) 460-1915/6 // Fax (012) 460-1919

Direct Fax: 086-720-8747 // E-mail: info@louwalt.co.za

DOCEX 13, BROOKLYN // Website: www.attorneys.co.za/louwalt

Our Ref: **R VAN DER WALT/R2091**

Your Ref: [REDACTED]

Date: **06 NOVEMBER 2014**

PAM GOLDING PROPERTIES

BY E-MAIL: [REDACTED]

URGENT!!!

Dear Sir,

RE: TL MONTANA TRANSACTION

We refer to the above matter and the telephone conversation between writer hereof and yourself on today's date.

We herewith confirm that we hold in our trust investment account, with Investec Bank, an amount of R5 000 000.00 (Five Million Rand), which amount is available to be allocated towards the purchase price of the property.

We kindly request your offices to forward the Offer To Purchase to our offices, and to confirm, in writing, the deposit amount to be paid.

We herewith confirm that we are already in possession of Pam Golding's trust account details.

We await your **urgent** response herein.

Yours faithfully

LOUBSER VAN DER WALT INC

Direkteure/Directors: N J Loubser (B.Proc LLB) J A van der Walt (B.Proc) Dip. Sportslaw (UP) R P van Wyk (LLB)
M C Barnard (LLB; CPE)

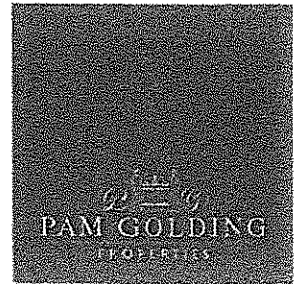
Assosiate/Associates: D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)
P E V Smith BA (Law); B.Proc; Dip. Insolvency Law & Practice
AJ Burger (LLB)

Konsultante/Consultants: T A Becker B Iuris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)
J A Kruger (B.Proc UP) LLM (Tax & Insolvency)(UP) Dip. In Fin. Planning (UOVS)
Reg no. 2002/010392/21

OFFER TO PURCHASE

Full Title

Pam Golding Properties
An International Association of Realtors



Pam Golding Properties (Pty) Ltd. Reg. No. 2004/032256/07

To: _____
"the Seller"

of: 119 EMPIRE PLACE SANDHURST

(which address the Seller selects as his/her/its domicilium citandi et executandi for all purposes including notices arising herefrom)

I/We, the undersigned,

TSEPO LUCKO MONTANA
"the Purchaser"

of: 333 MAIN ST, WATERKLOOF
PRETORIA

(which address the Purchaser selects as his/her/its domicilium citandi et executandi for all purposes including notices arising herefrom)
hereby offer to purchase through the agency of PAM GOLDING PROPERTIES (PGP):

Erf No.: 1 PORTION 18

Physical Address 119 EMPIRE PLACE, SANDHURST
"the Property"

on the following terms and conditions:

1. Voetstoots

The Seller warrants that as at the date of acceptance of this offer there are no latent defects in the property known to the Seller and that save for this the property is sold voetstoots. The property is also sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may exist in regard thereto and if the property has been erroneously described herein the intention of the parties is to describe the property as set out in the Title Deed.

2. Purchase Price

The purchase price is R 13,900,000 (THIRTEEN MILLION
NINE HUNDRED THIRTYTHOUSAND) payable as follows:

2.1 A deposit of R 3,900,000 (THREE MILLION NINE
HUNDRED THIRTYTHOUSAND) being 10% of the purchase price

shall be paid WITHIN 20 BUSINESS DAYS OF BEFORE 06 NOVEMBER 2014 upon acceptance to PGP to be held by PGP in an interest bearing trust account for the benefit of the purchaser until registration of transfer. The purchaser shall be entitled to interest on the deposit at a rate equal to the Standard Bank Retail Call Rate for a deposit of the same value;

2.2 The balance of R 10,000,000 (TEN MILLION

shall be paid on transfer to be secured by bank or other approved guarantees in favour of the Seller/Seller's nominee/s to be delivered to the Seller's conveyancers within 10 days of acceptance of this offer or, if bond finance is required in terms of clause 6, within the same period following the grant of such bond finance. (TEN)

3. Occupation

Provided the Purchaser has paid all costs, signed all necessary bond and transfer documents, delivered such guarantees as may have been called for and is not otherwise in breach of any of the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser at midday on DATE OF TRANSFER. If the date of occupation does not coincide with the date of transfer the party enjoying the right of occupation whilst the Property is registered in the name of the other party shall, in consideration therefore, and for the period of such occupation, pay to the conveyancers a rental of R 75 000 monthly in advance from date of occupation. No tenancy shall be created by the Purchaser taking occupation prior to transfer and the Purchaser's right of occupation shall terminate on cancellation of the sale whatever the reason therefore. The Purchaser shall not be entitled to make any alterations or additions to the Property prior to transfer.

4. Benefits and Risk

All benefits and risk in the property shall pass to the Purchaser on transfer from which date the Purchaser shall be liable inter alia for all rates, taxes and/or levies which pertain to the Property. Prepayments made by either party for any period subsequent to transfer shall be adjusted proportionately. The Seller shall maintain the existing insurance cover on the Property until transfer.

5. Transfer

Transfer shall be effected by the Seller's conveyancers within a reasonable time after the Purchaser has complied with the provisions of 2.1 and 2.2, signed all necessary bond and transfer documents and paid all necessary costs of transfer. The Purchaser shall upon demand by the conveyancers make such payments and the Seller and the Purchaser shall sign all transfer documents when so required by the conveyancers. The Seller shall, if the conveyancers so require, pay to the conveyancers such amounts as may be necessary to obtain a rates and/or levy/ies clearance certificate to facilitate transfer.

6. Bond Finance

6.1 This sale is subject to the Purchaser (or the Seller or PGP on the Purchaser's behalf) by no later than 30 NOVEMBER 2014 raising a loan on security of a mortgage bond over the Property for R 7,000,000 (SEVEN

MILLION) on such terms and subject to such conditions as are customarily imposed by mortgage lending financial institutions. The Purchaser warrants that he/she/it qualifies for such loan and knows of no factors which might prevent a financial institution from issuing a loan quotation. This condition shall be deemed to have been fulfilled on the date upon which the mortgage lender issues a written loan quotation. If the loan quotation is not issued by the date referred to above the period for raising the loan shall be extended automatically for a further 30 (thirty) days.

6.2 The provisions of 6.1 are inserted for the benefit of the Purchaser who/which may waive the condition expressly or by conduct.

7. Fixtures and Fittings

The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the property including stove, electric light fittings, fitted carpets, FLM

TV aerial, satellite dish, automatic pool cleaning equipment and

Excluding TV unit which the Seller warrants are in good working order and condition as at date of signature hereof and which the Seller warrants have been fully paid for. FLM

8. Electrical Compliance Certificate

The Seller shall provide the Purchaser, by delivery to the conveyancers, with an Electrical Compliance Certificate issued in terms of Government Gazette No. 31975 of 06.03.09 prior to the date of transfer which shall not be older than 2 years. Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate the Seller will procure that such work is carried out and will do so at the Seller's sole cost and expense.

9. Brokerage

9.1 The Seller shall pay PGP's brokerage calculated at 5.68 % (FIVE POINT SIX EIGHT) on the purchase price, plus VAT at 14%, which brokerage shall be due and payable on transfer or on cancellation in the circumstances contemplated in 9.2, 9.3 or 9.4. FLM

9.2 On transfer, or on the date of cancellation by mutual consent between the Seller and the Purchaser, PGP may appropriate the deposit to meet its brokerage claim and if such deposit is insufficient and/or is held by the conveyancers, or there is no such deposit, then the conveyancers are irrevocably authorized by the Seller and the Purchaser to appropriate the brokerage from either the deposit and/or any other funds held by the conveyancers and account to PGP.

9.3 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to PGP for payment of the equivalent of the brokerage by way of liquidated damages without prejudice to the rights of PGP against the Seller in terms of this agreement or otherwise.

9.4 If the agreement is cancelled as a consequence of default by the Seller, the Seller acknowledges that he/she/it shall immediately be liable to PGP for payment of the brokerage contemplated herein. Any legal costs incurred by PGP in enforcing its right to brokerage against the Seller and/or the Purchaser shall be paid by the defendant party on the scale as between attorney and client.

9.5 The provisions of this clause and the selection of a domicilium citandi et executandi are inserted by the Seller and the Purchaser and are intended for the benefit of PGP.

10. Breach

10.1 Should the Purchaser breach any of the terms of this agreement and fail to remedy such breach within 7 (seven) days of the date of delivery of written notice given by the Seller to the Purchaser specifying the breach and demanding its rectification then and in such event the Seller shall be entitled, without prejudice to any other rights that the Seller has in law or under the agreement:-

10.1.1 to claim specific performance, in which event it is agreed that the full purchase price shall become immediately due and payable; or

10.1.2 to cancel this agreement and to retain, after payment of brokerage to PGP, the balance of the deposit or any other monies paid on account of the purchase price and/or costs and held by PGP and/or the conveyancers as rowwkoop or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or

10.1.3 to cancel this agreement and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the cancellation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit or any balance of the deposit (after payment of brokerage to PGP) and any other amounts paid by the Purchaser to the conveyancers or PGP on account of the purchase price to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, if applied by the Seller, shall not prejudice the rights of PGP pursuant to clause 9.3.

10.2 Should the Seller choose to enforce rights by way of legal proceedings the legal costs so incurred shall be paid by the Purchaser on the scale as between attorney and client.

- 72L
F. C. L.

25

25

16. This offer is irrevocable and expires at 22h00 on 30 09 2014 and shall be deemed to be accepted on signature hereof by the Seller irrespective of when notification thereof is given to the Purchaser.

SIGNED by the PURCHASER

AS WITNESS

PURCHASER (or on behalf of the purchaser and duly authorized)

AS WITNESS

OTHER PARTY/PURCHASER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property.

SIGNED by the SELLER at Sandhurst on the 28 day of October 20 14 at 20 h 30

AS WITNESS

SELLER (or on behalf of the seller and duly authorized)

AS WITNESS

OTHER PARTY/SELLER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property.

PGP hereby accepts all the benefits conferred upon it in terms of this Agreement

Pam Golding Properties (Pty) Ltd. VAT No. 4350217412

SELLER (S)		PURCHASER (S)	
MR		Title and Full Name	MR TSHABO LUCKY
			MOMOKA
		Identity / Passport Number	7004 255 660081
		Date of Birth	
		Spouse: Title and Full Name	
		Maiden Name (if applicable)	
		Identity Number	
		Date of Birth	
		Date of Marriage	
		Married in or out of Community of Property	
		Country of Marriage	
119 EMARE RACE		Residential Address	
SANDHURST			
		Postal Address	
		Mobile Number	082 771 4698
		Home Telephone Number	
		Business Telephone Number	
		Telefax Number	
		Email Address	T.MONTANO@PRADA.COM

CONVEYANCERS	
Name	ENYMAUS INC
Contact Person	TAVITA HOLDING
Telephone Number	010 003 6444
Cell / Telefax Number	082 828 7477

Property Bonded to
Account Number
Managing Agents
Telephone Number
Is the Seller VAT registered? YES / NO. If Yes (VAT Number)

From: Jan Adriaan van der Walt <riaan@louwalt.co.za>
Sent: 07 November 2014 02:08 PM
To: [REDACTED].co.za
Subject: Confirmation of Payment
Attachments: Payment Confirmation.pdf



Beneficiary Payment Confirmation

Attached please find Confirmation of Payment. Should you have any further queries, please do not hesitate to contact Jan Adriaan van der Walt

Yours sincerely
Investec Private Bank

Out of the Ordinary®



Investec Private Bank, a division of Investec Bank Limited registration number 1969/004763/06. Investec Private Bank is committed to the Code of Banking Practice as regulated by the Ombudsman for Banking Services. Copies of the Code and the Ombudsman's details are available on request or visit www.investecprivatebank.co.za. An authorised financial services provider. A registered credit provider registration number NCRCP9.



Investec Private Bank
100 Grayston Drive Sandown Sandton 2196
Private Bag 3003 Randburg 2125
Telephone (2711) 286 9663
Facsimile (2711) 286 9555
Website www.investecprivatebank.co.za

To whom it may concern

Investec Private Bank hereby confirms that the following payment has been made:

Payment From	PRECISE
Amount	5000000.00
Payment Date from Investec	07/11/2014
Payment Reference	P0018350148
Beneficiary Account Name	[REDACTED]
Beneficiary Bank	STANDARD BANK
Beneficiary Branch Number	[REDACTED]
Beneficiary Bank Account Number	[REDACTED]
Beneficiary Reference or Account Number	[REDACTED]/montana

Should there be any problems with the payment detailed above please contact:

Jan Adriaan van der Walt

Day Phone 0124601915

Cell 0827781720

E-mail riaan@louwalt.co.za

Investec Private Bank. A division of Investec Bank Limited. Reg. No. 1969/004763/06. A member of the Investec Group. An authorised financial services provider. Directors: F Titi(Chairman), D M Lawrence* (Deputy Chairman), S Koseff* (Chief Executive), B Kantor* (Managing), S E Abrahams, G R Burger*, M P Malungani, K X T Socikwa, B Tapnack*, P R S Thomas, C B Tshili.

*Executive

Company Secretary: B Coetsee

Investec Private Bank A division of Investec Bank Limited Reg. No. 1969/004763/06.
A member of the Investec Group An authorised financial services provider

Louis Green

From: Loubser van der Walt <info@louwalt.co.za>
Sent: 27 November 2014 09:37 AM
To: [REDACTED]
Subject: RE: SANDHURST TRANSACTION
Attachments: OFFER TO PURCHASE-001.pdf; CIPRO.pdf
Importance: High

Good day [REDACTED]

Find attached hereto the signed Offer to Purchase, together with the CIPRO documentation, confirming that J.A. van der Walt is the only Director appointed on Precise Trade and Invest 02 (Pty) Ltd.

We trust you find the above in order.

Kind Regards
/riendelike Groete
Connie obo Riaan van der Walt



LOUBSER VAN DER WALT INC/ING

Attorneys – Notaries Conveyancers
Prokureurs – Notarisse – Aktevervaardigers

375 Justice Mahomed Street, Brooklyn, Pretoria / Justice Mahomed Straat 375, Brooklyn, Pretoria
P O BOX 1935, Brooklyn Square, 0075 / Posbus 1935, Brooklyn Sirkel, 0075
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Tel: (012) 460-1915/6
Fax/Faks: (012) 460-1919
Fax/Faks: 086-720-8747
Email/Epos: info@louwalt.co.za

From: [REDACTED].co.za]
Sent: Tuesday, November 25, 2014 4:58 PM
To: 'Loubser van der Walt'
Cc: Ingrid Judge; Talita Holding
Subject: RE: SANDHURST TRANSACTION

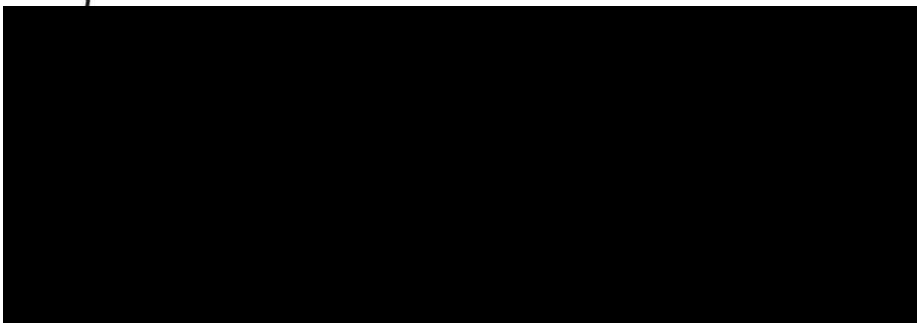
Hi Riaan

Attached please find the document for your urgent attention. Please also provide me with a resolution allowing you to sign the document on behalf of the Company. I never received the Cipro confirmation.

I have chatted with the seller and will meet with him tomorrow to finalise.

Best regards

Handwritten signatures and initials.



CONNECT WITH US ONLINE



Download PGP Search from [Apple iStore](#) or [Google Play](#)

[Click here to view my properties for sale](#)



From: Loubser van der Walt [<mailto:info@louwalt.co.za>]

Sent: 25 November 2014 02:08 PM

To: [REDACTED]

Subject: RE: SANDHURST TRANSACTION

Importance: High

Good day,

We refer to the above matter.

Find attached hereto our letter with contents which is self-explanatory.

We trust you find the above in order.

Kind Regards

Vriendelike Groete

Connie obo Riaan van der Walt



LOUBSER VAN DER WALT INC/ING

Attorneys – Notaries Conveyancers

Prokureurs – Notarisse – Aktevervaardigers

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Loubser van der Walt Inc.

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1093 Justice Mahomed Street (formerly 375 Charles Street), Brooklyn //

P O Box 1935, Brooklyn Square 0075.

Tel (012) 460-1915/6 // Fax (012) 460-1919

Direct Fax: 086-720-8747 // E-mail: info@louwalt.co.za

DOCEX 13, BROOKLYN // Website: www.attorneys.co.za/louwalt

Our Ref: **R VAN DER WALT/R2091**

Your Ref: [REDACTED]

Date: **25 NOVEMBER 2014**

PAM GOLDING PROPERTIES

BY E-MAIL: [REDACTED]

URGENT!!!

Dear Sir,

RE: SANDHURST TRANSACTION

We refer to the above matter and previous correspondence herein as well as the telephone conversation between writer hereof and your [REDACTED], this morning.

We confirm that we hold instructions from our client, Mr T.L Montana, to request your offices to cancel the Agreement entered into by Mr Montana on the 28th of October 2014, by agreement between the parties, with the substitution of Mr Montana, with the following company:

Precise Trade and Invest 02 (Pty) Ltd
Registration number: 2013/059374/07
herein represented by Jan Adriaan van der Walt
Identity number: 730518 5010 08 5.

Find attached hereto the CIPC documentation towards Precise Trade and Invest 02 (Pty) Ltd, confirming Mr J.A van der Walt of our offices, is the appointed Director of this Company.

On the 07th of November 2014 a deposit of R5 000 000.00 (Five Million Rand) was paid by Precise Trade and Invest 02 (Pty) Ltd, on behalf of Mr Montana, in this regard, we confirm that the R5 000 000.00 (Five Million Rand) deposit, must be allocated to the new

Direkteure/Directors: N J Loubser (B.Proc LLB) J A van der Walt (B.Proc) Dip. Sportslaw (UP) R P van Wyk (LLB)
M C Barnard (LLB; CPE)

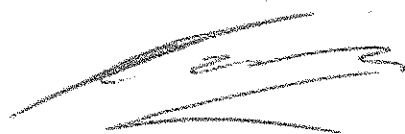
Assosiate/Associates: D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)
P E V Smith BA (Law); B.Proc; Dip. Insolvency Law & Practice
AJ Burger (LLB)

Konsultante/Consultants: T A Becker B Iuris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)
J A Kruger (B.Proc UP) LLM (Tax & Insolvency)(UP) Dip. In Fin. Planning (UOVS)
Reg no. 2002/010392/21

Offer to Purchase, to stipulate that a deposit of R5 000 000.00 (Five Million Rand) have already been paid on the 07th of November 2014.

The Offer to Purchase must further stipulate that a guarantee must be rendered from Loubser van der Walt Incorporated, pertaining to money to be held on behalf of Precise Trade and Invest 02 (Pty) Ltd for this transaction, which guarantee must be rendered by no later than Monday, the 08th of December 2014. The clause pertaining to the loan to be obtained from a financial institution, may thus be deleted.

We trust you find the above in order and await your urgent response herein.



Yours faithfully

LOUBSER VAN DER WALT INC

Direkteure/Directors: N J Loubser (B.Proc LLB) J A van der Walt (B.Proc) Dip. Sportslaw (UP) R P van Wyk (LLB)
M C Barnard (LLB; CPE)

Assosiate/Associates: D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)
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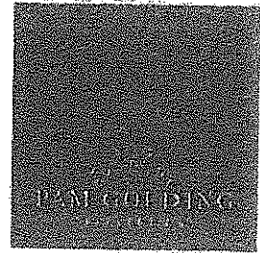
Konsultante/Consultants: T A Becker B Iuris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)
J A Kruger (B.Proc UP) LLM (Tax & Insolvency)(UP) Dip. In Fin. Planning (UOVS)
Reg no. 2002/010392/21



OFFER TO PURCHASE

Full Title

Pam Golding Properties
An Incorporated Financial Services Company



Pam Golding Properties (Pty) Ltd. Reg. No. 2004/032256/07

To:

[Redacted]

"the Seller"

of: 119 EMPIRE PLACE, SANDHURST

(which address the Seller selects as his/her/its domicilium citandi et executandi for all purposes including notices arising herefrom)

I/We, the undersigned,

DAVID ADRIAN VAN DER WAAL REPRESENTING

PREMISE TRADE & INVEST OZ (PTY) LTD

of: 1003 JUSTICE MORGAN STREET, BROOKLYN
PRETORIA

(which address the Purchaser selects as his/her/its domicilium citandi et executandi for all purposes including notices arising herefrom)
hereby offer to purchase through the agency of PAM GOLDING PROPERTIES (PGP):

Erf No.: 1 PORTICO 18

Physical Address 119 EMPIRE PLACE, SANDHURST

"the Property"

on the following terms and conditions:

1. Voetstoots

The Seller warrants that as at the date of acceptance of this offer there are no latent defects in the property known to the Seller and that save for this the property is sold voetstoots. The property is also sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may exist in regard thereto and if the property has been erroneously described herein the intention of the parties is to describe the property as set out in the Title Deed.

2. Purchase Price

The purchase price is R 13,950,000 (THIRTEEN MILLION NINE HUNDRED THOUSAND) payable as follows:

2.1 A deposit of R 5,000,000 (FIVE MILLION)

) being 10% of the purchase price

shall be paid upon acceptance to PGP to be held by PGP in an interest bearing trust account for the benefit of the purchaser until registration of transfer. The purchaser shall be entitled to interest on the deposit at a rate equal to the Standard Bank Retail Call Rate for a deposit of the same value;

2.2 The balance of R 8,950,000 (EIGHT MILLION NINE HUNDRED THOUSAND)

shall be paid on transfer to be secured by bank or other approved guarantees in favour of the Seller/Seller's nominee/s to be delivered to the Seller's conveyancers within 14 days of acceptance of this offer or, if bond finance is required in terms of clause 6, within the same period following the grant of such bond finance.

3. Occupation

Provided the Purchaser has paid all costs, signed all necessary bond and transfer documents, delivered such guarantees as may have been called for and is not otherwise in breach of any of the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser at midday on DAY OF 14 FEBRUARY. If the date of occupation does not coincide with the date of transfer the party enjoying the right of occupation whilst the Property is registered in the name of the other party shall, in consideration therefore, and for the period of such occupation, pay to the conveyancers a rental of R 75,000 monthly in advance from date of occupation. No tenancy shall be created by the Purchaser taking occupation prior to transfer and the Purchaser's right of occupation shall terminate on cancellation of the sale whatever the reason therefore. The Purchaser shall not be entitled to make any alterations or additions to the Property prior to transfer.

[Handwritten signatures and initials]

4. **Benefits and Risk**

All benefits and risk in the property shall pass to the Purchaser on transfer from which date the Purchaser shall be liable *Inter alia* for all rates, taxes and/or levies which pertain to the Property. Prepayments made by either party for any period subsequent to transfer shall be adjusted proportionately. The Seller shall maintain the existing insurance cover on the Property until transfer.

5. **Transfer**

Transfer shall be effected by the Seller's conveyancers within a reasonable time after the Purchaser has complied with the provisions of 2.1 and 2.2, signed all necessary bond and transfer documents and paid all necessary costs of transfer. The Purchaser shall upon demand by the conveyancers make such payments and the Seller and the Purchaser shall sign all transfer documents when so required by the conveyancers. The Seller shall, if the conveyancers so require, pay to the conveyancers such amounts as may be necessary to obtain a rates and/or levies clearance certificate to facilitate transfer.

~~6. **Bond Finance**~~

~~6.1 This sale is subject to the Purchaser (or the Seller or PGP on the Purchaser's behalf) by no later than _____~~

~~raising a loan on security of a mortgage bond over the Property for R _____~~

~~on such terms and subject to such conditions as are customarily imposed by mortgage lending financial institutions. The Purchaser warrants that he/she/it qualifies for such loan and knows of no factors which might prevent a financial institution from issuing a loan quotation. This condition shall be deemed to have been fulfilled on the date upon which the mortgage lender issues a written loan quotation. If the loan quotation is not issued by the date referred to above the period for raising the loan shall be extended automatically for a further 30 (thirty) days.~~

~~6.2 The provisions of 6.1 are inserted for the benefit of the Purchaser who/which may waive the condition expressly or by conduct.~~

7. **Fixtures and Fittings**

The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the property including stove, electric light fittings, fitted carpets, TV aerial, satellite dish, automatic pool cleaning equipment and THE TV UNIT IS EXCLUDED

which the Seller warrants are in good working order and condition as at date of signature hereof and which the Seller warrants have been fully paid for.

8. **Electrical Compliance Certificate**

The Seller shall provide the Purchaser, by delivery to the conveyancers, with an Electrical Compliance Certificate issued in terms of Government Gazette No. 31975 of 06.03.09 prior to the date of transfer which shall not be older than 2 years. Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate the Seller will procure that such work is carried out and will do so at the Seller's sole cost and expense.

9. **Brokerage**

5.68% (FIVE POUND SIX EIGHT)

9.1 The Seller shall pay PGP's brokerage calculated at ~~5.68%~~ on the purchase price, plus VAT at 14%, which brokerage shall be due and payable on transfer or on cancellation in the circumstances contemplated in 9.2, 9.3 or 9.4.

9.2 On transfer, or on the date of cancellation by mutual consent between the Seller and the Purchaser, PGP may appropriate the deposit to meet its brokerage claim and if such deposit is insufficient and/or is held by the conveyancers, or there is no such deposit, then the conveyancers are irrevocably authorized by the Seller and the Purchaser to appropriate the brokerage from either the deposit and/or any other funds held by the conveyancers and account to PGP.

9.3 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to PGP for payment of the equivalent of the brokerage by way of liquidated damages without prejudice to the rights of PGP against the Seller in terms of this agreement or otherwise.

9.4 If the agreement is cancelled as a consequence of default by the Seller, the Seller acknowledges that he/she/it shall immediately be liable to PGP for payment of the brokerage contemplated herein. Any legal costs incurred by PGP in enforcing its right to brokerage against the Seller and/or the Purchaser shall be paid by the defendant party on the scale as between attorney and client.

9.5 The provisions of this clause and the selection of a *domicilium citandi et executandi* are inserted by the Seller and the Purchaser and are intended for the benefit of PGP.

10. **Breach**

10.1 Should the Purchaser breach any of the terms of this agreement and fail to remedy such breach within 7 (seven) days of the date of delivery of written notice given by the Seller to the Purchaser specifying the breach and demanding its rectification then and in such event the Seller shall be entitled, without prejudice to any other rights that the Seller has in law or under the agreement:-

10.1.1 to claim specific performance, in which event it is agreed that the full purchase price shall become immediately due and payable; or

10.1.2 to cancel this agreement and to retain, after payment of brokerage to PGP, the balance of the deposit or any other monies paid on account of the purchase price and/or costs and held by PGP and/or the conveyancers as *rowwkoop* or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or

10.1.3 to cancel this agreement and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the cancellation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit or any balance of the deposit (after payment of brokerage to PGP) and any other amounts paid by the Purchaser to the conveyancers or PGP on account of the purchase price to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, if applied by the Seller, shall not prejudice the rights of PGP pursuant to clause 9.3.

10.2 Should the Seller choose to enforce rights by way of legal proceedings the legal costs so incurred shall be paid by the Purchaser on the scale as between attorney and client.

- 10.3 The Seller and the Purchaser consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of their persons notwithstanding that the amount in dispute might otherwise exceed such jurisdiction. Such consent shall not preclude either party from instituting proceedings against the other party arising from this agreement or its cancellation in any competent division of the High Court of South Africa.
- 10.4 The Seller and Purchaser choose the addresses and/or fax number and/or email address selected above as their respective domicilii citandi et executandi for the purpose of delivery of all notices or legal processes arising from this agreement or its cancellation. A written notice shall be sealed in an envelope addressed to the domicilium address of the addressee and shall be deemed to have been received by the addressee 3 (three) days after posting by pre-paid registered post, unless earlier delivery of such written notice can be proved.
- 10.5 The consent in 10.3 and the selection in 10.4 are extended to the rights contained in clause 9 for the benefit of PGP.
11. **Withholding tax obligation *** (This clause is only applicable where the purchase price is more than two million rand)
If the purchase price is more than two million rand, then the Seller hereby warrants that she/he/it, ~~is/isn't~~ (*delete whichever is not applicable) a resident of the Republic of South Africa upon a proper interpretation of the terms of the Income Tax Act 58 of 1962 ("the Act"). If the Seller is a non-resident as contemplated in the Act, the Seller and Purchaser hereby record that they are aware of an obligation on the part of the Purchaser to withhold a prescribed portion of the purchase price from the Seller, and pay such withheld portion to the South African Revenue Services ("SARS") in terms of Section 35A of the Act. The parties agree that the Purchaser shall request the conveyancers to fulfill this obligation on the Purchaser's behalf and on registration withhold the prescribed percentage from the balance of the purchase price and pay same over to SARS as stipulated in the Act.
12. **Multiple and Representative Purchasers**
- 12.1 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.
- 12.2 Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offer, shall by his/her signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legal address of the Purchaser as his/her domicilium citandi et executandi for all purposes arising from the acceptance of this Offer.
- 12.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that he/she is duly authorized to represent the Seller.
13. **Warranties or Representations**
The parties hereto acknowledge that this agreement constitutes the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his/her/its agent other than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property nor shall he/she/it be liable for any encroachment on and/or of any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the Property nor be liable for the cost of locating same. No agreement to cancel, alter or add to this agreement shall be of any force or effect unless such agreement is in writing and signed by the Seller and the Purchaser.

14. **General**

14.1 The parties to this agreement acknowledge that the meaning and consequences of this document have been explained to them by a representative of PGP.

14.2 The parties hereby grant PGP permission to erect a "Sold" sign on the Property for a period of ninety days after acceptance hereof.

15. **Other Terms and /or Conditions**

THE DEED IN 2.1 WAS RECEIVED ON
07 NOVEMBER 2014

16. This offer is irrevocable and expires at 22h00 on 26 Nov 2014 and shall be deemed to be accepted on signature hereof by the Seller irrespective of when notification thereof is given to the Purchaser.

SIGNED by the PURCHASER

AS WITNESS

AS WITNESS

PURCHASER (or on behalf of the purchaser and duly authorized)

OTHER PARTY/PURCHASER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property.

SIGNED by the SELLER at JHS on the 27th day of Nov 20 14 at h

AS WITNESS

AS WITNESS

SELLER (or on behalf of the seller and duly authorized)

OTHER PARTY/SELLER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property.

PGP hereby accepts all the benefits conferred upon it in terms of this Agreement

Pam Golding Properties (Pty) Ltd, VAT No. 4350217412

SELLER (S)		PURCHASER (S)	
Mr. [REDACTED]	Title and Full Name	PRECISE TRADE AND INVEST 02 (PTY) LTD	
[REDACTED]	Identity / Passport Number	2013/059374/07	
[REDACTED]	Date of Birth		
[REDACTED]	Spouse Title and Full Name	JAO ADRIAN JAO DEZ WALT	
[REDACTED]	Maiden Name (if applicable)		
[REDACTED]	Identity Number	7305185010085	
[REDACTED]	Date of Birth	18 MAY 1973	
[REDACTED]	Date of Marriage		
[REDACTED]	Married in or out of Community of Property		
[REDACTED]	Country of Marriage		
119 Empire Road Sandhurst	Residential Address	1093 JUSTICE MARSHED STREET, BROOKLYN PRETORIA	
[REDACTED]	Postal Address	P.O. Box 1935 BROOKLYN SQUARE 0075	
[REDACTED]	Mobile Number	082 778 1720	
[REDACTED]	Home Telephone Number		
[REDACTED]	Business Telephone Number	012 460 1915/6.	
[REDACTED]	Telefax Number	0860 720 - 8747	
[REDACTED]	Email Address	INFO@LOUWALT.CO.ZA	

CONVEYANCERS	
Name	ENYMAS INC
Contact Person	TRACY MHLAHLA
Telephone Number	010 003 6512
Cell / Telefax Number	082 828 7477

Property Bonded to
Account Number
Managing Agents
Telephone Number
Is the Seller VAT registered? YES / NO. If Yes (VAT Number)

**Certificate issued by the Companies and Intellectual Property
Commission on Tuesday, September 17, 2013 03:04
Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the dti group

Registration number 2013/059374/07
Enterprise Name PRECISE TRADE AND INVEST 02 (PTY) LTD

Auditors

Name VAN WYK AUDITORS

Postal Address
P O BOX 35156
MENLO PARK
0102

Active Directors / Officers

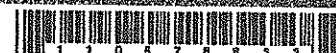
Surname and first names	ID number or date of birth	Director type	Appoint- ment date	Addresses
VAN DER WALT, JAN ADRIAAN	7305185010085	Director	29/05/2013	Postal: P O BOX 1935, BROOKLYN SQUARE, 0075 Residential: 375 CHARLES STREET, BROOKLYN, 0181



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za





Bank: FIRST NATIONAL BANK
Branch: 254905
Credit account: Snyman Inc
Credit account No: 82243864255
Payment Reference: R2091 PRECISE

Investec Private Bank

100 Grayston Drive Sandown Sandton 2108

Private Bag 3003 Randburg 2125

Telephone 0860 335 577

Facsimile 0861 488 485

Website www.investecprivatebank.co.za

Client: PRECISE TRADE AND
INVEST 02 PTY LTD
Client no: 1100201106082

Ref: R2091/KOHLER

Issue date: 15 January 2015

Dear Sirs

Letter of guarantee no GU00056371

1. At the request of Loubser Van Der Walt Inc and on behalf of PRECISE TRADE AND INVEST 02 PTY LTD, we advise that we hold at your disposal the sum of R 8,900,000.00 (EIGHT MILLION NINE HUNDRED THOUSAND RAND.) to date of Payment.
2. This amount will be paid, free of exchange into the bank account, the details of which are reflected above, upon receipt by us of advice in writing from Loubser Van Der Walt Inc of the registration of the following transactions in the appropriate Deeds Registry:-
 - 2.1 Cancellation of all existing Mortgage Bonds over the property described as PORTION 18 OF ERF1 SANDHURST
 - 2.2 Transfer of ownership of the property referred to in 2.1 above from NG KOHLER to PRECISE TRADE AND INVEST 02 PTY LTD
3. Prior to registration, we reserve the right to withdraw from this undertaking by giving written notice thereof should any new or previously undisclosed fact emerge, or should any circumstances prevent or unduly delay the registration of any of the above mentioned matters, or should we receive written instructions to do so from our Client, whereupon the said sum will no longer be held at your disposal.
4. This letter of guarantee is neither negotiable nor transferable and must be returned to us against payment of the abovementioned sum.
5. This letter of guarantee shall expire six months after date of issue.
6. On the day of presentation please advise before 12:30pm by using fax number 0865004586.

Yours faithfully
INVESTEC BANK LIMITED

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Investec Private Bank is a division of Investec Bank Limited registration number 1669/004783/00.

An authorised financial services provider. A registered credit provider registration number NCRCP9.

Directors: F Titi (Chairman), D M Lawrence* (Deputy Chairman), S Koseff* (Chief Executive).

B Kantor* (Managing), S E Abrahams, G R Burger*, M P Malungani, K X T Sodikwa, B Tapnack*.

P R S Thomas, C B Tshili.

*Executive

Company Secretary: B Coetzee

ANNEXURE 'LG-5'

268

J BREDENKAMP INC
30 Dundalk Avenue
Parkview
Johannesburg
2198

SEF	
STAMP	
FOOI	
FEES R	2640.00

Prepared by me



CONVEYANCER
BIBI FATIMA MOOSA

T 000066314 2015

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

KARIEN LAMBRECHTS

appeared before me, REGISTRAR OF DEEDS at PRETORIA, he the said
Appearer being duly authorised thereto by a Power of Attorney signed at
JOHANNESBURG on 4 JUNE 2015 and granted to him by

MERILE [REDACTED]
Identity [REDACTED]
Unmarried

And the Appearer declared that his said principal had truly and legally sold on 14 May 2015 and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

TSHEPO LUCKY MONTANA
Identity Number 7004255660081
Unmarried

his Heirs, Executors, Administrators or Assigns, in full and free property

REMAINING EXTENT OF ERF 70 HURLINGHAM TOWNSHIP
REGISTRATION DIVISION LR., THE PROVINCE OF GAUTENG

MEASURING 6645 (SIX THOUSAND SIX HUNDRED AND FORTY FIVE)
Square metres

FIRST TRANSFERRED by Deed of Transfer Number T8075/1938 with
General Plan SG No. A1659/1937 relating thereto and held by Deed of
Transfer Number T41171/2002

SUBJECT to the following conditions:-

1. In these conditions the term "Applicant" shall mean the ANMERCOSA LAND AND ESTATES, LIMITED, and its successors in township title.
2. No conditions of title other than those specified herein may be imposed except with the approval of the Administrator, provided that the Administrator shall not approve any conditions which conflict with any conditions under which permission for the establishment of the township was granted, or with any approved townplanning scheme.
3. Should the applicant cease to be a "Township owner" or should it notify the Administrator or the local authority when constituted that it is no longer prepared to exercise the powers conferred upon it by any conditions of title, or should it at any time neglect or omit to enforce the same when required so to do, the Administrator or the local authority, as the case may be, shall have the right to exercise all such powers in its stead.

SUBJECT FURTHER TO SCHEDULE OF CONDITIONS IMPOSED IN TERMS
OF ORDINANCE 15 OF 1986 UPON THE REMAINING EXTENT OF ERF 70

HURLINGHAM TOWNSHIP BY THE CITY OF JOHANNESBURG
METROPOLITAN MUNICIPALITY AS WILL MORE FULLY APPEAR FROM
K1284/2008S

- (a) The erf is subject to a servitude, 2 m wide, in favour of the local council for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes 2m wide across the access portion of the erf, if and when required by the local authority. Provided that the local authority may dispense with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2 m thereof.
- (c) 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 or 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 the construction, maintenance or removal of such sewerage mains and other works being made good by the Local Authority.

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

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

MERILEON HEDDA GEVISSER, Unmarried

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

TSHEPO LUCKY MONTANA, Unmarried

his Heirs, Executors, Administrators 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 R13 500 000,00 (THIRTEEN MILLION FIVE HUNDRED THOUSAND RAND)

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

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

28 07 15



q.q.

In my presence



REGISTRAR OF DEEDS

268

J BREDENKAMP INC
30 Dundalk Avenue
Parkview
Johannesburg
2198

Prepared by me

CONVEYANCER
BIBI FATIMA MOOSA

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

MER
Ident
Unmarried

do hereby nominate, constitute and appoint BIBI FATIMA MOOSA and/or CHRISTIAN THOMAS BRONNER and/or FREDERICK BERNARD VAN BILJON and/or JANINE MARGOT BREDENKAMP and/or KARIEN LAMBRECHTS and/or RACHELL VAN STADEN and/or VICTOR JACOBUS SWANEPOEL

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 there to declare that I did on 14 May 2015 sell to:-

TSHEPO LUCKY MONTANA
Identity Number 7004255660081
Unmarried

for the sum of R13 500 000,00 (Thirteen Million Five Hundred Thousand Rand) the below mentioned property, namely-

REMAINING EXTENT OF ERF 70 HURLINGHAM TOWNSHIP
REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG

MEASURING 6645 (SIX THOUSAND SIX HUNDRED AND FORTY FIVE)
Square metres

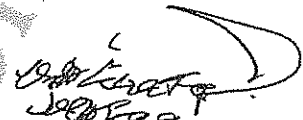
HELD BY Deed of Transfer Number T41171/2002

and further cede and transfer the said property in full and free property to the said Transferee; to renounce all 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, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

Signed at JOHANNESBURG on 4 June 2015
in the presence of the undersigned witnesses.

AS WITNESSES :

1. 


MERILEON HEDDA GEVISSER

2. 



②

TDREP

Transfer Duty Reference Number: TDE01437A0

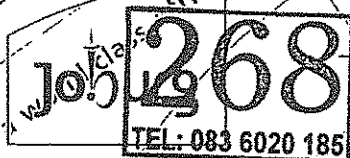
Receipt

Receipt Details

Transfer Duty Reference Number	TDE01437A0	Receipt No.	1200284173
Receipt Amount	R 1322500.00		

Declaration by Conveyancer / Attorney

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.	 XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
Date (CCYYMMDD)	Please ensure you sign over the 2 lines of "X"s above
20150629	For enquires go to www.sars.gov.za or call 0800 00 SARS (7277)



a world class African city

City of Johannesburg
Department of Revenue & Customer Relationship Management

PO Box 5000
Johannesburg
2000

www.joburg.org.za

Clearance Certificate

Certificate Number: 5100213650

SCHEDULE

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEMS ACT, 2000 (ACT No. 32 OF 2000) (AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT No. 32 OF 2000)

ISSUED BY CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

In terms of section 118 of the Local Government Municipal Systems Act, 2000 (Act 32 of 2000), it is hereby certified that all amounts that became due to the City of Johannesburg Metropolitan Municipality in connection with the below-mentioned property situated within that municipality for municipal service fees, surcharge on fees, property rates and other municipal taxes, levies and duties during the two years preceding the application for this certificate have been fully paid.

21 Digit Code (or Municipal Reference Number)
Erf Number
Portion
Extension
Zoning
Registration division / Administrative District
Suburb
Town
Sectional Title Unit number
Exclusive use area and number as referred to on the registered plan
Real Right
Scheme registration number
Sectional Title Scheme Name
Registered Owner
Name and ID/ Registration No. of all purchaser/s

T01R03190000000007000000RE
00000070
00000
RE
RESIDENTIAL 1
HURLINGHAM

This certificate is valid until: 31.08.2015

Given under my hand at on 29-06-2015

I certify that the full names of the landowner is TSHABO LUCKY MONTANA

Signed by
Bibi Fatima Moosa
Conveyancer

MUNICIPAL MANAGER
CITY OF JOHANNESBURG MUNICIPALITY

Date Issued: 25.06.2015

Authorised Official

FEDCC No. 1593151