BIDDERSCHOICE
Your Trusted auction Choice.

4-BEDROOM HOUSE WITH ADDITIONAL 3-BEDROOM DWELLING – NORTHCLIFF EXT. 4, GAUTENG

ADDRESS:

283 Peach Drive, Northcliff Extension 4, Johannesburg, Gauteng



BIDS OPEN:	**TUESDAY, 10 NOVEMBER 2026 AT 08H00**
BIDS CLOSE:	**WEDNESDAY, 11 NOVEMBER 2026 FROM 11H00**
VIEWING DATE:	**THURSDAY, 29 OCTOBER 2026 (15H00 -17H00)**

☎ **BRANDON 078 194 5024**

www.bidderschoice.co.za

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Terms and Conditions:

- **R50 000.00 Refundable registration fee and FICA documents to Register.**
- **5% Deposit payable on the fall of the hammer.**
- **10% Buyer's Commission plus VAT payable on the fall of the hammer.**

BANKING DETAILS:

BIDDERS CHOICE (PTY) LTD
BANK: **NEDBANK**
ACCOUNT: **1030 1200 64**
BRANCH CODE: **194 842**
REF: ***USE YOUR SURNAME/COMPANY NAME***

EMAIL PROOF OF PAYMENT TO: helen@bidderschoice.co.za
BIDDERS CHOICE OFFICE: **0861 44 42 42**

DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, nor the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

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The Purchaser acknowledges that he acquainted himself with whatever he is bidding on at the auction and on an as-is basis.

2. PROPERTY SUMMARY

Registered owner	Entity
Physical Address	283 Peach Drive, Northcliff Extension 4, Johannesburg
Legal Description	Erf 769, Northcliff Extension 4, City Of Johannesbrg Municipality, Gauteng Province
Title deed	T24130/2024
Local Authority	City Of Johannesburg Metropolitan Municipality
Extent	± 3 072m²
Rates & Taxes	± R2 051
Deposit to be paid	5% (Five Percent) Payable on the fall of the hammer
Buyer's Commission	10% plus VAT payable on the fall of the hammer
Confirmation Period	7 Business Days
COC	Seller
Occupation	On Registration of Transfer
VAT	VAT registered entity.
Registration fee	R 50 000

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3. RULES OF AUCTION AND CONDITIONS OF SALE

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: **ONLINE**
BIDS OPEN: **TUESDAY, 10 NOVEMBER 2026 AT 08H00**
BIDS CLOSE: **WEDNESDAY, 11 NOVEMBER 2026 FROM 11H00**

BIDDERS CHOICE (PTY) LIMITED
Reg: 2012/123036/07
Corner of Atterbury & Jollify Main Road, Mooikloof Office Park West, Building 12, Pretoria
(The **"AUCTIONEER"**)

Duly instructed by

THE DIRECTOR OF
SABELA RECRUITMENT (PTY) LTD
(COMPANY REGISTRATION NUMBER: 2019/355748/07)
(The **"SELLER"**)

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

PROPERTY DESCRIPTION:	**ERF 769 NORTHCLIFF EXT. 4, CITY OF JOHANNESBURG MUNICIPALITY, GAUTENG PROVINCE**
STREET ADDRESS:	**283 PEACH DRIVE, NORTHCLIFF EXT. 4**
TITLE DEED NUMBER:	**T24130/2024**
EXTENT:	**± 3072M²**
REGISTERED OWNER:	**SABELA RECRUITMENT (PTY) LTD**

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

1. **AUCTION RULES AND PROCEDURE**

1.1. The property will be sold subject to confirmation.

1.2. The seller and the auctioneer have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.

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1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.

1.4. Section 45 subsection (2) of the Act provides that: "*When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.*"

1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.

1.6. Registration to bid at the auction:

1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.

1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.

1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the auctioneer during normal business hours without the charge of a fee. The BIDDERS record will also be available for inspection at the auction.

1.8. The auctioneer has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the auctioneer.

1.9. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.

1.10. The total cost of advertising and conducting the auction of the property is **R49 500.00 (Excl. VAT)** which costs are broken down as follows:

1.10.1. Advertising costs;
1.10.2. Brochure and marketing material;
1.10.3. Photography.
1.10.4. Boards

1.11. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.

1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the Rules of Auction.

1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.

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1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the auctioneer may accept or reject in their absolute discretion.

1.15. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding.

1.16. Any error by the auctioneer shall be entitled to be corrected by him.

1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.

1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase to property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. **PURCHASE PRICE**

And the purchase price shall be paid as follows:

2.1. A deposit of 5% (FIVE PERCENT) of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AUCTIONEER** to pay over to the **SELLERS ATTORNEY.**

2.2. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER**'s Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER**'s name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER**'s Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER**'s Attorneys within 30 (thirty) calendar days from date of acceptance hereof by the **SELLER**.

2.3. If guarantees are not provided as per 2.2 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER**'s rights to act in terms of the breach of contract provisions contained herein below.

2.4. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AUCTIONEER**'s Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.

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3. **ACCEPTANCE AND CONFIRMATION**

3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER**'s offer shall remain open for acceptance by **THE SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **20TH DAY OF NOVEMBER 2026** ("7-business day confirmation period"). The **PURCHASER** and the **AUCTIONEER** acknowledge and agree that this provision is inserted and intended for the benefit of the **SELLER**.

3.2. The **PURCHASER**'s offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.

3.3. Should the **SELLER** reject the **PURCHASER**'s offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.

3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER**'s offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.

3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

4. **VALUE-ADDED TAX**

4.1 The Purchase Price is exclusive of VAT.

4.2 In the event of VAT being payable on the Purchase price as a result of the sale, such VAT shall be paid by the PURCHASER to the SELLER's Attorneys immediately on demand therefore.

4.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the PURCHASER and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the SELLER shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

5. **AUCTIONEER'S COMMISSION - PURCHASER**

5.1. **The PURCHASER shall be liable for and pay, in addition to the amounts payable in terms hereof, AUCTIONEER's commission of 10% (TEN PERCENT) Plus VAT of the Purchase Price, which commission shall be deemed to have been earned and is payable immediately upon signature of the sale agreement.**

5.2. The **PURCHASER** shall pay the full amount of **AUCTIONEER**'s commission into the trust account of the **AUCTIONEER** immediately upon the signing of hereof by the **PURCHASER**, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** pending acceptance by the **SELLER** of the **PURCHASER**'s offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period.

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6. **OCCUPATIONAL INTEREST**

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

7. **RATES AND TAXES AND LEVIES**

7.1 The **SELLER** shall be liable for all rates and taxes, levies and other Municipal charges levied on the **PROPERTY** for the period prior to occupation and the **PURCHASER** shall be liable for all rates and taxes, levies and other Municipal charges levied thereafter.

7.2 The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates and taxes, levies and services paid in advance by the **SELLER** for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

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

8.1 The **SELLER** warrants that he is / is not a RESIDENT of the Republic of South Africa; (delete whichever is not applicable);

8.2 The **SELLER** hereby indemnifies and holds harmless both the **AUCTIONEER** and the **SELLER'S** Attorneys attending to the transfer of the **PROPERTY** hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the **SELLER**, or from any other source and the **SELLER** further waives any right of recourse he may have against the said **SELLER**'s Attorneys and/or **AUCTIONEER**, in respect of any action or omission by them in terms of the Act, on information supplied to them by the **SELLER**, or any other source.

9. **TRANSFER AND COSTS OF TRANSFER**

9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the **PURCHASER** may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.

9.2. Transfer of the **PROPERTY** shall be passed, by the **SELLER**'s Attorneys, as soon as reasonably possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.

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9.3. The **PURCHASER** hereby specifically authorises and agrees to the **SELLER**'s Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises and agrees to the **SELLER**'s Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.

9.4. Transfer of the **PROPERTY** shall be effected by the **SELLER**'s Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.

9.5. In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER**'s Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).

9.6. The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER**'s Attorneys all information and documentation required by the **SELLER**'s Attorneys to enable the **SELLER**'s Attorneys to fulfil their obligations in terms of FICA.

9.7. This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.

10. **OCCUPATION AND RISK**

10.1. Possession and Occupation of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.

10.2. Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER.** The **SELLER**'s interest in the **PROPERTY** shall be endorsed against such policy for such period.

10.3. Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –

10.3.1. the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;

10.3.2. The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.

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11. **EXISTING TENANCIES**

11.1. **The SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER**'s responsibility, for the **PURCHASER**'s own account, to ensure vacant occupation of the **PROPERTY**.

11.2 The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of **which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.**

12. **REPAIRS AND IMPROVEMENTS**

12.1. Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.

12.2. The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.

12.3. The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER,** not authorised by the **SELLER.**

13. ***VOETSTOOTS*, EXTENT AND REPRESENTATIONS**

13.1. The **PROPERTY** is sold *"voetstoots"* and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY unless requested to do so by the PURCHASER or unless the SELLER and/or AUCTIONEER had knowledge of any material deficiencies in the extent**.

13.2. **The PURCHASER acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the PROPERTY or anything relating thereto, by the AUCTIONEER or any other person, or by or on behalf of the SELLER and that is not contained in this Agreement.**

13.3. **The PURCHASER acknowledges that he has fully acquainted himself with the PROPERTY that he has purchased alternatively that he/she has elected to purchase the PROPERTY without fully acquainting him/herself therewith.**

14. **BREACH**

14.1. If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

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14.1.1. to cancel this Agreement and upon cancellation: -

14.1.1.1. if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER**'s commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY,** whether with or without the **SELLER**'s consent; and

14.1.1.2. if the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER**'s default;

(OR)

14.1.2. To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

14.2. Upon cancellation of this Agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER**'s title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.

14.3. Occupation of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

15. **LEGAL COSTS**

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AUCTIONEER** and his AUCTIONEER / Attorneys in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

16. **ADDRESS / *DOMICILIUM***

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

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

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

16.4. The parties undertake on request to provide the Conveyancing attorney with documentation necessary to comply with FICA (Financial Intelligence Centre Act).

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17. **JOINT AND SEVERAL LIABILITY**

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

18. **SECTION 112 AND 115 OF THE COMPANIES ACT**

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

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

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

19. **INSOLVENCY ACT NO. 24 OF 1936**

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

20. **NOMINEE**

The **PURCHASER** shall be entitled, by notice in writing to the **SELLER**, to nominate a nominee in his place as **PURCHASER**, upon the following terms and conditions:

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

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

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

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

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

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

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

20.4.2. the PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to and in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages, and renounces the benefits of division and *excussion*.

21. **COMPANY TO BE FORMED**

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

21.2. In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER by his signature hereunder, shall be deemed to bind himself to the SELLER as surety and co-principal debtor *in solidum* with such company for the due performance by it as PURCHASER of the terms, conditions and obligations arising out of this agreement.**

22. **COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS**

22.1. **Should the PURCHASER be a company, close corporation, association or trust, the person signing this agreement on behalf of such PURCHASER, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the PURCHASER for the due and proper discharge of all its obligations arising from this agreement.**

22.2. **If any individual person to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the PURCHASER's obligations in terms of this Deed of Sale and that individual shall be deemed to be the PURCHASER where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 21.**

23. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

23.1 The **SELLER** hereby undertakes to furnish the **SELLER**'s Attorneys, prior to transfer by the **SELLER**, with a Certificate of Compliance in respect of the **PROPERTY** and any electric fence (if applicable), in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the **SELLER**.

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24. **DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION**

24.1. Should any dispute, disagreement or claim arise between the parties, which includes the **AUCTIONEER**, ("**the dispute**") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right, but not be obliged, to:

24.1.1. submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("**AFSA**"), upon such terms as agreed between the parties and the secretariat of AFSA; and

24.1.2. Failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.

24.2. Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.

24.3. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.

24.4. The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.

24.5. The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.

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

25. **MAGISTRATES' COURT JURISDICTION**

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

26. **GENERAL CLAUSES**

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

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

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

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

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

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

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

27. **CONDITION OF THE PROPERTY**

The **SELLER** discloses to the **PURCHASER** that the property is not new and is sold on an "as is" condition. The **PURCHASER** acknowledges the aforesaid condition of the property and accepts the PROPERTY in that condition. Accordingly, the **PURCHASER** shall have no claim against the **SELLER** in respect of the condition of the property, which conditions may include, without limitation that the property is not suitable for the purpose for which it is generally intended or that the property is not of good quality, in good working order and / or free of any defects.

CONSUMER PROTECTION ACT

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

In particular and notwithstanding anything to the contrary hereinbefore contained:

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

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

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE 10TH – 11TH DAY OF NOVEMBER 2026

And sold by the rise for the amount of R_____

(words) _____

_____

(PLUS VALUE ADDED TAX IF APPLICABLE)

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COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

_____

(hereinafter referred to as the "**PURCHASER**")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

_____

_____

TELEPHONE DETAILS: (landline) _____

(Fax) _____

(Email) _____

(Cell) _____

TO:

MR/MRS/MS _____

_____

(hereinafter referred to as the "**PURCHASER**")

IDENTITY NO.: _____

ADDRESS: _____

_____

TELEPHONE DETAILS: (home) _____

(Work) _____

(Fax) _____

(Email) _____

(Cell) _____

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

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

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

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

AS WITNESS:

1. _____ _____

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

AS WITNESS:

1. _____ _____

BIDDERS CHOICE (PTY) LTD duly authorised **(BIDDERS Choice hereby accepts all the rights conferred upon it in terms of this Agreement)**

Bidders Choice hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this Agreement.

ACCEPTANCE AND CONFIRMATION

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

AS WITNESS:

1. _____ _____

SELLER (and where applicable the **SELLER** is duly authorised)

SELLER'S ADDRESS:

_____

_____

_____

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DEED OF SURETYSHIP

I / We the undersigned, _____

ID NUMBER: _____

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

THUS DONE AND SIGNED at _____ this _____ day of_____

AS WITNESSES:

1. _____ _____

SURETY

2. _____ _____

SELLER

_____

BIDDERS CHOICE (PTY) LTD duly authorised

SURETY ADDRESS: _____

_____

Tel No: _____

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INFORMATION FOR CONVEYANCER AND ADMINISTRATION

PURCHASER SPOUSE / CO-PURCHASER

SURNAME	_____	_____
FIRST NAMES	_____	_____
MARITAL STATUS (State whether Unmarried, Married in Community of PROPERTY, Married by Antenuptial Contract, Married in a country other than South Africa)	_____	_____
DATE OF MARRIAGE	_____	_____
COUNTRY OF MARRIAGE	_____	_____
IDENTITY NUMBER	_____	_____
TELEPHONE NUMBER (H)	_____	_____
(W)	_____	_____
(FAX)	_____	_____
(CELL)	_____	_____
EMAIL ADDRESS	_____	_____
POSTAL ADDRESS	_____	_____
	_____	_____
FUTURE ADDRESS	_____	_____
	_____	_____
INCOME TAX NUMBERS	_____	_____

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ANNEXURE 1

BIDDERS CHOICE (PTY) LTD

FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner passport;
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
3. South African Income Tax reference number.
4. Confirmation marital status, i.e. ANC or COP

If Married

5. Marriage certificate –

   Community of property – Copy of spouses ID

   Antenuptial Contract – Copy of contract
6. Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state
7. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

· Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.

· All directors / members / trustees must also comply with paragraphs 1 to 4 above

with the following attached:

Companies:

1. CM1.
2. CM22.

Close Corporations:

1. CK1;
2. and, if applicable, CK2.

Trusts:

1. Letters of Authority / Master's Certificate;
2. Trust Deed and all amendments thereto.
3. Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

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

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4. PROPERTY DESCRIPTION

Description:

Main Dwelling:

- 4 Bedrooms (MES)
- Open-plan kitchen and lounge area
- Dining area
- 2 Guest toilets
- Undercover carport for 2 vehicles

2nd Dwelling:

- 3 Bedrooms (MES)
- Open-plan kitchen and lounge area
- Guest toilet
- Undercover carport for 2 vehicles
- Separate entrance

Other Improvements:

- Swimming pool
- Borehole with a purifying system
- 5000L Water tank
- Prepaid meter

****

Rezoning from Residential 1 to Residential 2 approved for maximum of 6 dwelling units in total on the property, including the 2 existing dwellings, subject to the amendment scheme coming into operation and compliance with the applicable approval conditions.

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5. PROPERTY IMAGES

















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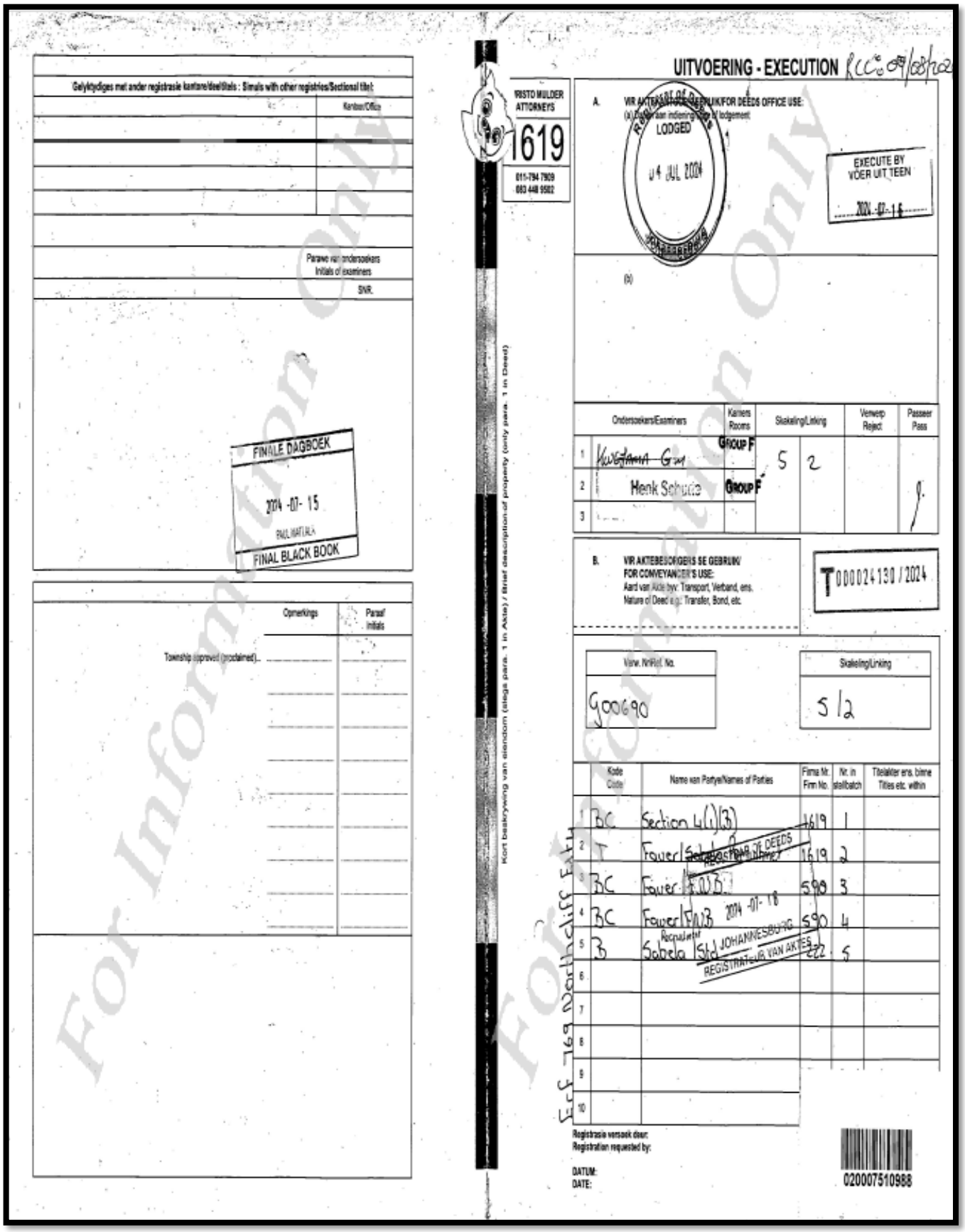
6. AERIAL IMAGES





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7. COPY OF TITLE DEED



Gelyktydiges met ander registrasie kantore/deeltitels : Simuls with other registries/Sectional title:

Kantoor/Office

Paraaf van ondersoekers
Initials of examiners

SNR.

FINALE DAGBOEK
2024 -07- 15
FINAL BLACK BOOK

Opmerkings | Paraaf Initials

Township (approved (proclaimed)...

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

YBSTO MULDER ATTORNEYS
1619
011-794 7909
083 448 9502

UITVOERING - EXECUTION

A. VIR AKTEKANTOORGEBRUIK/FOR DEEDS OFFICE USE:
(a) Datum aan indiening/Date of lodgement:
LODGED
04 JUL 2024
EXECUTE BY
VOER UIT TEEN
2024-07-15

(b)

	Ondersoekers/Examiners	Kamers Rooms	Skakeling/Linking		Verwerp Reject	Passeer Pass
1	[illegible]	GROUP F	5	2		
2	Henk Schutte	GROUP F				
3						

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

T00002130/2024

Verw. Kantoor/Ref. No.
G00690

Skakeling/Linking
5 | 2

	Kode Code	Name van Partye/Names of Parties	Firma Nr. Firm No.	Nr. in stelbatch	Titelakter ens. binne Titles etc. within
1	BC	Section 4(1)(b)	1619	1	
2	F	Power [illegible]	1619	2	
3	BC	Power [illegible]	590	3	
4	BC	Power [illegible]	590	4	
5	B	Sabela [illegible]	222	5	
6					
7					
8					
9					
10					

Erf 769 Northcliff Ext

Registrasie versoek deur:
Registration requested by:

DATUM:
DATE:

2024-07-18
Registrateur/Registrar JOHANNESBURG
REGISTRATEUR VAN AKTES

020007510988

For Information Only

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CHRISTO MULDER
ATTORNEYS
Prokureur/Attorney
1619
TEL: (011) 794-7909

DEED OF TRANSFER

in favour of

SABELA RECRUITMENT PROPRIETARY LIMITED

over

ERF 769 NORTHCLIFF EXT 4 TOWNSHIP

CHRISTO MULDER ATTORNEYS
15 DALE LACE AVE
RANDPARK RIDGE
Tel: (011) 794-7909

Lexis® Convey 18.3.5.3

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For Information Only

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Fees/Foole R 1 544.00
Exempted Cat.
Vrygestel Kat

1619

CHRISTO MULDER ATTORNEYS
15 DALE LACE AVE
RANDPARK RIDGE

Prepared by me

CONVEYANCER
ABRAHAM CHRISJAN MULDER (14901)

VERBIND MORTGAGED
VIR
FOR R

B 000013389 / 2024
2024 -07- 16
REGISTRATEUR/REGISTRAR

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT:

ROMANA BLIGNAUT (19587)

appeared before me, REGISTRAR OF DEEDS at JOHANNESBURG, he/she the said Appearer being duly authorised thereto by a Power of Attorney signed at RANDPARK RIDGE on 13 May 2024 and granted to him/her by

GERARDA FAVER
Identity Number
Unmarried

Lexis® Convey 18.4.1.2

For Information Only
For Information Only

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And the Appearer declared that his/her said principal had truly and legally sold on 2 April 2024 and that he/she, the said Appearer, in his/her capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

SABELA RECRUITMENT PROPRIETARY LIMITED

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

ERF 769 NORTHCLIFF EXTENSION 4 TOWNSHIP
REGISTRATION DIVISION I.Q., PROVINCE OF GAUTENG

MEASURING 3072 (THREE THOUSAND AND SEVENTY TWO) Square metres

HELD by Deed of Transfer T9160/1974

Subject to the following conditions:

(a) The applicant and any other person or body of persons so authorised, in writing, by the Administrator shall for the purpose of securing the enforcement of these conditions and any other conditions referred to in Section 56 bis of Ordinance No. 11 of 1931 or any amendment thereof, have the right and power at all reasonable times to enter into and upon the erf for the purpose of such inspection or inquiry as may be necessary to be made for the abovementioned purpose;

(b) The erf shall not be subdivided except in special circumstances and then only with the consent, in writing, of the Administrator (or any body or person designated by him for the purpose) who may prescribe such further conditions as he may deem necessary.

(c) Plans and specifications of all buildings and of all alterations or additions thereto including the siting thereof shall not be inconflict with any Municipal By-laws and shall be submitted to the applicant whose approval, in writing, shall be obtained before the commencement of building operations. Such approval shall be free of charge. All buildings or alterations or additions thereto shall be completed within a reasonable time after commencement.

(d) The elevational treatment of all buildings shall conform to good architecture so as not to interfere with the amenities of the neighbourhood.

(e) Neither the owner nor any other person shall have the right, save and except to prepare the erf for building purposes, to excavate therefrom any material without the written consent of the local authority.

(f) No animal as defined in the Local Authorities Pounds Regulations framed under the Local Government Ordinance No. 17 of 1939, shall be kept on the erf.

(g) No wood and/or iron buildings or buildings of unburnt clay-brick shall be erected on the erf;

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(h) The erf shall be used for the erection of a dwelling house only provided that with the consent of the Administrator, after reference to the Townships Board and the local authority, a place of public worship or a place of instruction, social hall, institution or special buildings appertaining to a residential area, may be erected on the erf, provided further that where the township is included within the area of an approved town planning scheme, the local authority may permit other buildings as provided for in the scheme, subject to the conditions of the scheme under which the consent of the local authority is required.

(i) Neither the owner nor any other person shall have the right to make or permit to be made upon the erf for any purpose whatsoever any bricks, tiles or earthenware pipes or other articles of a like nature.

(j) Not more than one dwelling house, together with such outbuildings as are ordinarily required to be used in connection therewith shall be erected on the erf, except in special circumstances and then only with the consent in writing of the Administrator (or body or person designated by him for the purpose) who may prescribe such further conditions as he may deem necessary.

(i) The dwelling house exclusive of outbuildings to be erected on the erf, shall in respect of Erven Nos. 898 to 943, 945 to 957, 959 to 966 and 1193 to 1223 inclusive, be of the value of not less than R5 000,00 (FIVE THOUSAND RAND) and in respect of all other erven not less than R4 000,00 (FOUR THOUSAND RAND).

(ii) The main building which shall be a completed building and not one partly erected and intended for completion at a later date, shall be erected simultaneously with or before the erection of the outbuildings.

(k) Buildings, including outbuildings erected on the erf, shall be located not less than 7,62 metres from the boundary thereof abutting on a street and in such manner as shall be agreed upon by the local authority.

(l) If the erf is fenced or otherwise enclosed the fencing or other enclosing device shall be erected and maintained to the satisfaction of the local authority.

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

(i) "Applicant" shall mean ALBERT HERDER and his successors in Township Title.

(ii) "Dwelling house" shall mean a house designed for use as a dwelling for a single family.

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

Lexis® Convey 18.4.1.2

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

GERARDA FAVER, 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

SABELA RECRUITMENT PROPRIETARY LIMITED
Registration Number 2018/355748/07

its Successors in Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally

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 JOHANNESBURG on 2024 -07- 16

q.q.

In my presence

REGISTRAR OF DEEDS

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1-6

1619

CHRISTO MULDER ATTORNEYS
15 DALE LACE AVE
RANDPARK RIDGE

Prepared by me

CONVEYANCER
ABRAHAM CHRISJAN MULDER (14901)

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

GERARDA FAVER
Identity Number 400720 0058 18 9
Unmarried

do hereby nominate, constitute and appoint ABRAHAM CHRISJAN MULDER (14901) and/or ROMANA BLIGNAUT (19587) and/or HENDRIK WILLEM DU PLESSIS (107592)

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 JOHANNESBURG and there to declare that I did on 2 April 2024 sell to:-

SABELA RECRUITMENT PROPRIETARY LIMITED
Registration Number 2019/355748/07

the below mentioned property, namely-

ERF 769 NORTHCLIFF EXTENSION 4 TOWNSHIP
REGISTRATION DIVISION I.Q., PROVINCE OF GAUTENG

MEASURING 3072 (THREE THOUSAND AND SEVENTY TWO) Square metres

HELD BY Deed of Transfer Number T9160/1974

Lexis® Convey 18.3.5.3

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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 Randpark Ridge on 13 May 2024

in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____ _____
GERARDA FAVER

2. _____

Lexis® Convey 18.3.5.3

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CHRISTO MULDER ATTORNEYS
1619

SARS

Transfer Duty
Declaration

TDREP

Reference Details

Transfer Duty Reference Number: TDE05C2E56

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name	FAVER	Full Name	GERARDA
ID Number	4007200058189	Date of Birth (CCYYMMDD)	1940-07-20
Passport Country	ZAF	Passport Number	
Company / CC / Trust Reg No.		Marital Status	NOT MARRIED
Marital Notes if applicable		Spouse Initials	

Details of Purchaser / Transferee

Full Name	SABELA RECRUITMENT PROPRIETARY LIMITED	Surname / Registered Name	SABELA RECRUITMENT PROPRIETARY LIMITED
Company / CC / Trust Reg No.	2019355748O7	Marital Notes if applicable	

Details of the Property

Date of Transaction/Acquisitio	2024-04-02

Calculation of Duty and Penalty / Interest

Property Description

1	ERF 769 NORTHCLIFF EXTENSION 4 TOWNSHIP REGISTRATION DIVISION I.Q., PROVINCE OF GAUTENG MEASURING 3072 (THREE THOUSAND AND SEVENTY TWO) Square metres

Receipt

Receipt Details

Transfer Duty Reference Number	TDE05C2E56	Receipt No.	1201145231
Receipt Amount	R 34125.00		

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

Please ensure you sign over the 2 lines of "X"s above

Abraham Chrisjan Mulder (14901)

Date (CCYYMMDD): 20240627

For enquiries go to www.sars.gov.za or call 0800 00 SARS (7277)

REF. NO: TDE05C2E56 v 2016.01.08 Page 001/001

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CHRISTO MULDER
ATTORNEYS
1619 Joburg
011 794 7909
083 448 9502

3

Certificate Number : **5100598806**

SCHEDULE

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT MUNICIPAL SYSTEM 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)	:	**T0IQ0276004000007690000000**
Erf Number	:	**00000769**
Portion	:	**00000**
Extension	:	
Zoning	:	**RESIDENTIAL 1**
Registration division / Administrative District	:	
Suburb	:	**NORTHCLIFF EXT.4**
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	:	**SS /0000**
Registered Owner	:	**GERARDA FAUER**
Name and ID/ Registration No. of all purchaser/s	:	**2019/355748/07 ,**

This certificate is valid until : **31.08.2024**

MUNICIPAL MANAGER
CITY OF JOHANNESBURG MUNICIPALITY

Date Issued : **12.06.2024**

Authorised Official : Signed by:Hlengiwe Thembeka Sithole
Signed at:2024-06-12 13:55:58 +02:00
Reason:I approve this document

Hlengiwe Thembeka Sithole

Certificate By Conveyancer:

I, Abraham Christjan Mulder (14901) (full name and surname)
hereby certify that this is a printout of a data message in respect of the original clearance certificate electronically issued by the City of Johannesburg Municipality.

Conveyancer

1 July 2024
Date

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home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

I 1298712

83/DHA - 5

ABRIDGED
PARTICULARS FROM THE POPULATION REGISTER (R.O.)
DEATH CERTIFICATE

IDENTITY NUMBER:
SURNAME: FAVER
FIRST NAMES: ERNEST
DATE OF BIRTH:
GENDER: MALE
MARITAL STATUS: MARRIED
DATE OF DEATH: 2023-11-14
PLACE OF DEATH: SANDTON
CAUSE OF DEATH: NATURAL CAUSES

DATE OF ISSUE: 2023-11-20 ISSUED BY: YDP473

DEPARTMENT OF HOME AFFAIRS
2023 -11- 20
MEDIUM OFFICE ALBERTON

DIRECTOR-GENERAL: HOME AFFAIRS

SRA

CERTIFIED A TRUE
COPY
OF ORIGINAL

11/06/2024

HENDRIK WILLEM DU PLESSIS
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
15 DALE LACE AVENUE
RANDPARK RIDGE

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5

PROD DEEDS REGISTRATION SYSTEM - JOHANNESBURG DATE : 20240708 TIME : 08:30:26.8 PAGE : 1
PREPARED BY : DRS02010 - GREEN RUDY

BLACK-BOOKING ENQUIRY ON NAME - FAVER GERARDA
ID NUMBER -
BIRTH DATE -
MARITAL STATUS - MARRIED OUT
MAIDEN NAME - VAN BEEK
TYPE OF PERSON - PRIVATE PERSON

FIRM NR : 999
FIRM NAME : AKTEKANTOOR JOHANNESBURG
FILE NR : PREP
FEE AMOUNT: R .00

PERSON NAME AND ID	CONTRACTS/INTERDICTS		NOTED ON SCAN/RECORD REF
FAVER GERARDA	4007200858189	H6669/1983	0 1998 0830 1505

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FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

* * * END OF REPORT * * *

05/07/2024

IKE E: IXARBA I/KE

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6

PROD DEEDS REGISTRATION SYSTEM - JOHANNESBURG DATE : 20240708 TIME : 08:38:39.6 PAGE : 1
PREPARED BY : DRS02010 - GREEN RUDY

PROPERTY DETAILS PRINT FOR PORTION 0
ERF NO 769
TOWNSHIP NORTHCLIFF EXT 4
REG DIV IQ

PROVINCE GAUTENG
PREV DESCRIPTION
DIAGRAM DEED NO T1096/960
EXTENT 3072 SQM
CLEARANCE CITY OF JOHANNESBURG

FIRM NR : 999
FIRM NAME : AKTEKANTOOR JOHANNESBURG
FILE NR : PREP
FEE AMOUNT: R .00

NO INTERDICTS

DOCUMENTS	HOLDER & SHARE	AMOUNT	O/P/A	SCAN/MICRO REF	MMDD
B19992/2002	FIRSTRAND BANK LTD	R258000.00		2002 0343 0120	0514
B6759/1987					

OWNER DETAILS

FULL NAME & SHARE	PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	DATE OF BIRTH	TITLE DEED	MMDD	SCAN/MICRO REF
FAVIER GERARDA		NIL		4807200858189	48/04/72	T9160/1974	0520	20210612094144

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

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* * * END OF REPORT * * *

05/07/2024

IKE E: /XARRA /IKE

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8. COPY OF SG DIAGRAM

Awaiting Copy of SG Diagram

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9. COPY OF MUNICIPAL ACCOUNT

Joburg

a world class African city

You can contact us in the following ways

Phone:
Tel: 0860 56 28 74
Fax: (011) 358-3408/9

Correspondence:
P O BOX 5000
JOHANNESBURG
2000

E-mail:
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194 VAT NO: JOHANNESBURG WATER: 4270191077 VAT NO: PIKITUP: 4790191292 VAT NO: CITY POWER 4710191182

Computer generated
TAX INVOICE
SABELA RECUITMENT PROPRIETARY LIMITED

Date	2026/10/02
Statement for	October 2026
Physical Address	283 PEACH DRIVE
Stand No./Portion	00000769 - 00000
Township	NORTHCLIFF EXT.4

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
3071 m2	1	2023/07/01	B1		Region B WARD 98

Invoice Number: 166006275988
Client VAT Number:

Account Number:

Previous Account Balance	- 27,730.97
Sub Total	- 27,730.97
Current Charges (Excl. VAT)	6,493.14
VAT @ 15%	666.18

90 DAYS +	60 DAYS	30 DAYS	CURRENT	INSTALMENT PLAN	TOTAL AMOUNT OUTSTANDING
0.00	0.00	0.00	-20,571.65	0.00	-20,571.65

Total Due	- 20,571.65
Due Date	2026/10/19

Dear Customer: Pre-termination notices have been issued for accounts in arrears and handed to external collectors. Accounts with que ries must still be paid; averages apply only to disputed services.

Do you have a longstanding or unresolved service delivery-related issue with the City of Johannesburg? You may lodge your complaint today with the Office of the Ombudsman by contacting us 010 288 2800/emailing complaints@joburgombudsman.org.za

Joburg

Remittance Advice:

This stub must accompany payment, please do not detach if paying at the post office

Date: 2026/10/02

SABELA RECUITMENT PROPRIETARY LIMITED
283 PEACH DRIVE

EasyPay

Standard Bank City of Johannesburg Banking details:

Internet banking - Use the banks pre-loaded Company details
SBSA branch deposits - CIN no AA46 to be used in place of bank acc. nr.
Client Account No/Deposit Reference

Total Due	- 20,571.65
Due Date	2026/10/19

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Account Number:

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential			
		2,299.19	
		- 247.23	
		0.00	2,051.96

City Power Electricity	VAT 4710191182	Sub - Total	Total Amount
(Reading period = 2026/08/27 to 2026/09/25 = 30 days)			
Meter: 14262507016; Register: ; Multiply factor: ; Start reading: 53,156.000;			
End reading: 53,450.545; Difference: 294.545; Consumption: 294.545;			
Units: kWh; Type: Estimated Readings.			
Daily average consumption 9.818 kWh			
Charges for 294.545 kWh are based on a sliding scale for a 30 day period			
Step 1 294.545 kWh @ R 2.8827 (Billing Period 2026/10)		849.09	
Extended Social Package Grant		0.00	
Service charge (Billing Period 2026/10)		304.12	
Network charge (Billing Period 2026/10)		985.11	
Network Surcharge kWh		0.00	
VAT: 15.00%		320.75	2,459.07

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
Category of Water: Consumption - Residential			
(Reading period = 2026/08/07 to 2026/09/07 = 32 days)			
Meter: 140105817; Register: 1; Multiply factor: 1; Start reading: 2,308.000;			
End reading: 2,309.000; Difference: 1.000; Consumption: 1.000;			
Units: KL; Type: Actual Readings.			
Daily average consumption 0.031 KL			
Charges for 1.000 KL are based on a sliding scale for a 32 day period			
Step 1 1.000 KL @ R 0.0000 (Billing Period 2026/10)		0.00	
Extended Social Package Grant		0.00	
Demand Management Levy (Billing Period 2026/10)		107.74	
Category of Sewer: Residential			
Sewer monthly charge based on Stand size 3071 m2 (Billing Period 2026/10)		1,688.12	
VAT: 15.00%		269.38	2,065.24

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Residential (Billing Period 2026/10)		507.00	
VAT: 15.00%		76.05	583.05

Current Charges (Including VAT)	7,159.32

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10. ZONING

City of Johannesburg
Office of the Executive Director
Department of Development Planning

1st Floor, Nedbank Building
Newtown Junction
100, Car Street
Newtown

PO Box 30733
Braamfontein
2017

Tel +27(0)11 407-6020
Fax +27(0)11 339-1118

www.joburg.org.za

Email Notification

30 March 2026

Pegasus Town Planning
2 Nature Street
Sharonlea
2194

Dear Sirs

REZONING AND REMOVAL OF RESTRICTIVE CONDITIONS:
ERF 769 NORTHCLIFF EXT 4
(A/SCHEME 20-01-5836)
(20/13/3125/2024)

The above application was considered by the City of Johannesburg Municipal Planning Tribunal on 19 March 2026 when the following was resolved.

"That notwithstanding the provisions of any other law, the City of Johannesburg, in terms of;

a. Section 21 of the City of Johannesburg Municipal Planning By-Laws, 2016 (amended 2023), approves, the amendment of the City of Johannesburg Land Use Scheme, 2018, being Amendment Scheme 20-01-5836, by the rezoning of Erf 769, Northcliff Extension 4 from "Residential 1" to "Residential 2", subject without prejudice to the general provisions of the Scheme, to the following further conditions:

COLUMN 1 USE ZONE
"Residential 2"

COLUMN 2 DESCRIPTION OF LAND
Erf 769, Northcliff Extension 4

COLUMN 3 PRIMARY RIGHTS: (LAND USE TABLE 2)
* As per Scheme

COLUMN 4 USES WITH CONSENT: (LAND USE TABLE 2)
* As per Scheme

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COLUMN 5 USES NOT PERMITTED: (LAND USE TABLE 2)

* As per Scheme

COLUMN 6 WIDTH OF SERVITUDE AREA / STREET:

-

COLUMN 7 STOREYS OR HEIGHT IN METRES:

Height Zone A (2 storeys)

COLUMN 8 COVERAGE:

* As per Scheme

COLUMN 9 F.A.R. OR FLOOR AREA:

* As per Scheme -1.2

COLUMN 10 PARKING PROVISION:

* As per Scheme

COLUMN 11 DENSITY:

20 dwelling units per hectare - a maximum of 6 dwelling units on site

COLUMN 12 BUILDING LINES:

3 meters along all sides

COLUMN 13 SPECIFIC CONDITIONS:

1. Access to and egress from the subject property shall be to the satisfaction of the Council.

2. The site must be landscaped with 10% indigenous vegetation to the satisfaction of the local authority.

3. A Site Development Plan to the satisfaction of the Council shall be submitted prior to the approval of any building plans and development on the site.

4. The requirements of the Municipal Owned Entities (MOEs) and/or any other Department shall be complied with to the satisfaction of the respective officers.

5. A contribution towards the provision of engineering services and an endowment in lieu of parks and open spaces shall be payable in terms of Section 25. (1) (a) and (b) of the City of Johannesburg Municipal Planning By-Laws.

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COLUMN 14AMENDMENT SCHEME NO. 20-01-5836

b. Section 42 of the City of Johannesburg Municipal Planning By-Law, 2016 (amended 2023), support, the removal of the restrictive conditions, being Registration No. 20/13/3125/2024, Conditions (a) to (l)(ii) from the Deed of Transfer No. T24130/2024, in respect of Erf 769, Northcliff Extension 4. "

Should an appeal be submitted from the applicant or any formal objector, it must be submitted within 28 days from the date of receipt of the notification of the decision letter.

Yours faithfully



for: DEVELOPMENT PLANNING

Contact Person: K Daniels
Tel No.: 407-6138
Fax No.: 339-4030
Ate

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