



# **EXHIBIT SS 15**

**LOUIS GREEN**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
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Email: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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"FAZIS"

SPI

2925

SWORN STATEMENT

I, the undersigned Louis Green, ID NO 590512 5119 086 state under oath as follows:

1

I am an adult male estate agent, with my business address as Pam Golding, Investment Place, 10<sup>th</sup> Road, Hyde Park, JOHANNESBURG and with telephone number 082 820 9040. I 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, JR. 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 1.5 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 Shymans 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'.

*[Handwritten signature]*  
(initial here)

*[Handwritten initials]*  
SC

8

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 Gevleser and Montana bought it from her, with myself as the agent. The conveyancing was done by Janine Bredenkamp, in Parkview.

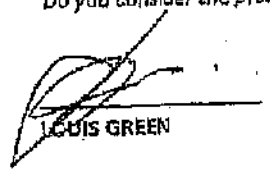
9

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.

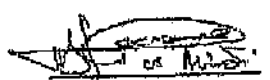
10

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

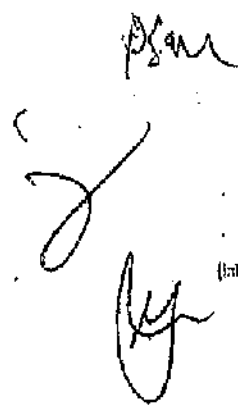
  
LOUIS GREEN

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 MANDR on FIRST day of OCTOBER 2015

  
Commissioner of Oaths  
Boulevard Ave  
Sandton

SOUTH AFRICAN POLICE SERVICES  
CLIENT SERVICES CENTRE  
GALLO MANDR  
2015 -10- 01  
KLIENTE DIENSTSWAARUM  
GALLO MANDR  
SUID-AFRIKAANSE POLISDIENSTE

(Initial here)



SC

# ANNEXURE "LG-1"

"FAZIB"

2929

**Louis Green**

**From:** Louis Green <louis.green@pamgolding.co.za>  
**Sent:** 07 November 2014 10:04 AM  
**To:** 'Loubser van der Walt'  
**Cc:** Ingrid Judge (ingrid.judge@pamgolding.co.za); Avriil Aaronowitz  
**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 1.19 Empire Place, Sandhurst.  
 I confirm the deposit is R 3,900,000 (three million nine hundred thousand) and was due on the 6<sup>th</sup> November 2014.

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

Best regards



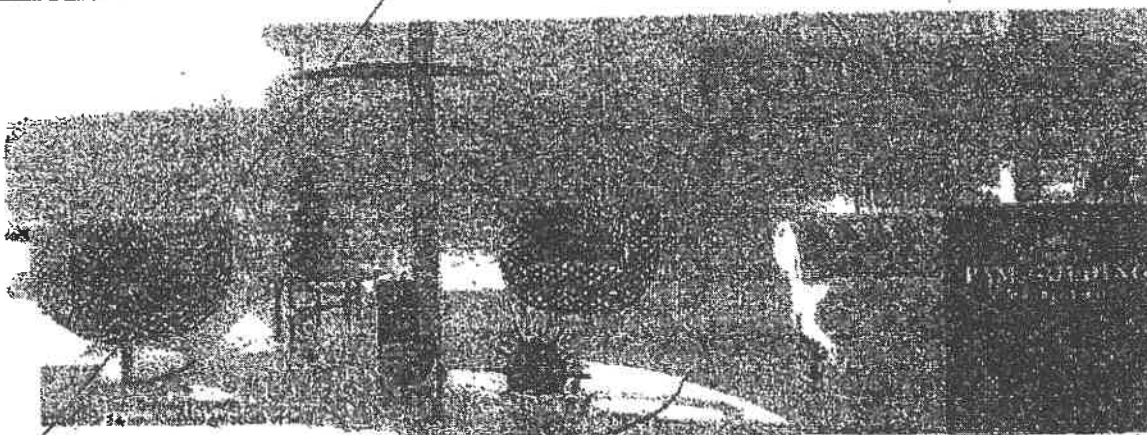
Louis Green | Property Consultant | G.E.A | PPR1 L4  
 Gold Club Agent  
 PAM GOLDING PROPERTIES (PTY) LTD  
 Investment Place, One William Nicol Drive and 10<sup>th</sup> Rd, Hyde Park Johannesburg, Gauteng  
 Tel: +27 (11) 590 0165 Fax: +27 (85) 561 2098 Cell: +27 (82) 520 3040

CONNECT WITH US ONLINE



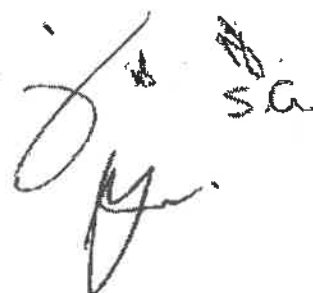
Download PGP Search from [Apple](#), [iStore](#) or [Google Play](#)

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



*Riaan*

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



2928

To: louis.green@pamgolding.co.za  
Subject: RE: T. 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 obso Riaan van der Walt



**LOUBER VAN DER WALT INC/ING**  
Attorneys – Notaries Conveyancers  
Prokureurs – Notarisse – Aktevervaardigers

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

*RFM*

*[Handwritten signature]*

*SA*

2929



# Loubser van der Walt Inc.

Prokureurs • Notarisse • Aktevervaardigers  
 Attorneys • Notaries • Conveyancers  
 1003 Justice Mahomed Street (formerly 375 Charles Street), Brooklyn //  
 P O Box 1935, Brooklyn Square 0675.  
 Tel (012) 460-1915/6 // Fax (012) 460-1919  
 Direct Fax: 086-720-8747 // Email: [info@louwalt.co.za](mailto:info@louwalt.co.za)  
 DOCEX 13, BROOKLYN // Website: [www.attorneys.co.za/louwalt](http://www.attorneys.co.za/louwalt)  
 Our Ref: **R VAN DER WALT/R2091**  
 Your Ref: **MR LOUIS GREEN**  
 Date: **06 NOVEMBER 2014**

**PAM GOLDING PROPERTIES**  
**BY E-MAIL: [louis.green@pamgolding.co.za](mailto:louis.green@pamgolding.co.za)**

**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 Bernard (LLB GPE)  
 Assosiatie/Associates: D Doehoff (B.JURIS LLB) (Aktevervaardiger/Conveyancer)  
 F E V Smith BA (Law) B.Proc. Dip. Insolvency Law & Practice  
 A J Burger (LLB)  
 Konsultante/Consultants: T A Becker B.Ark; LLB; LLB (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)  
 J A Kruger (B.Proc UP) LLM (Tax & Insolvency) (UP) Dip. in Fin. Planning (UOVS)  
 Reg no. 2002/010892/21

*PSM*

*[Handwritten signature]*

*SG*



# ANNEXURE "LG-2"

"FAZIF"

2930

Louis Green

From: Jan Adriaan van der Walt <riaan@jouwalt.co.za>  
 Sent: 07 November 2014 02:08 PM  
 To: louis.green@pangolding.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

*One of the Centuries*



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](http://www.investecprivatebank.co.za). An authorized financial services provider. A registered credit provider registration number 15090CP.

pm

2931



Investec Private Bank  
 100 Grayston Drive Sandton Sandton 2199  
 Private Bag 8003 Randburg 2126  
 Telephone (2711) 266 9863  
 Facsimile (2711) 266 8556  
 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	P0018360148
Beneficiary Account Name	pam goldingtrust
Beneficiary Bank	STANDARD BANK
Beneficiary Branch Number	026199
Beneficiary Bank Account Number	071864504
Beneficiary Reference or Account Number	kohler/mootana

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

Jan Adriaan van der Walt  
 Day Phone 0124601915  
 Cell 0827761720  
 E-mail rjaan@jouwalf.co.za

Investec Private Bank, A division of Investec Bank Limited, Reg. No. 1999/004763/06. A member of the Investec Group. An authorised financial services provider. Directors: F Jilka (Chairman), D H Lawrence\* (Deputy Chairman), S Koenig\* (Chief Executive), B Kerkhof\* (Managing), S E Abrahams, G R Burger\*, M P Mabasa, K R T Soolewa, B Teyssie\*, P R S Thomas, D B Toek.

Company Secretary: S Coetzee

\*Executive

Investec Private Bank A division of Investec Bank Limited Reg. No. 1999/004763/06. A member of the Investec Group An authorised financial services provider

*AM*  
*[Signature]*  
 S.G.

# ANNEXURE “LG-3”

**OFFER TO PURCHASE**  
Full Title



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

To: NICOLAS GODFREY KOUZEL  
"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,

STAN ADRIAN VAN DER WAAL REPRESENTING  
"the Purchaser"

PRECISE TRADE & INVEST 02 (PT) LTD  
of: 102A JEFFREY MOHAMED 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 POSTIGO 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 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 8,900,000 (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 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 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 POINT 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 runoff 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.



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)

*On behalf of Income Trust and Trust 02 (Pty) Ltd.*  
 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 \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ 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

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

SELLER(S)	PURCHASER(S)
Title and Full Name <u>PRECISE TRADE AND INVEST 02 (PTY) LTD</u>	
Identity / Passport Number <u>2013/052374/07</u>	
Date of Birth _____	
Spouse Title and Full Name <u>JAN ADRIAN JAN DEE WALT</u>	
Maiden Name (if applicable) _____	
Identity Number <u>7305185010085</u>	
Date of Birth <u>18 MAY 1973</u>	
Date of Marriage _____	
Married in or out of Community of Property _____	
Country of Marriage _____	
Residential Address <u>1023 JUSTICE MARDINEZ STREET, BROOKLYN PRETORIA</u>	
Postal Address <u>P.O. Box 1935 BROADWAY SQUARE 0075</u>	
Mobile Number <u>082 778 1720</u>	
Home Telephone Number _____	
Business Telephone Number <u>012 460 1915/6.</u>	
Telefax Number <u>0860 720 - 8747</u>	
Email Address <u>INFO@LOWWALT.CO.ZA</u>	

CONVEYANCERS	
Name	<u>ENJMAN'S INC</u>
Contact Person	<u>TALITA HLODINI</u>
Telephone Number	<u>010 003 6512</u>
Cell / Telefax Number	<u>082 828 7477</u>

Property bonded to	_____
Account Number	_____
Managing Agents	_____
Telephone Number	_____
Is the Seller VAT registered? YES / NO, if Yes (VAT Number)	_____



# ANNEXURE “LG-4”

**ANNEXURE “LG-4”  
MISSING**

# ANNEXURE "LG-5"

268

J BREDEKAMP INC  
30 Dundalk Avenue  
Parkview  
Johannesburg  
2198

SEF  
S... ..  
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  
Apparer being duly authorised thereto by a Power of Attorney signed at  
JOHANNESBURG on 4 JUNE 2015 and granted to him by

MERILEON HEDDA GEVISSER  
Identity Number 3610020004084  
Unmarried

VIR ENDOSSEMENTE KYK BLADSY  
FOR ENDORSEMENTS SEE PAGE 5

Page 2

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 I.R., 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 1988 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.

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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

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ANNEXURE TO T 66 314/15

Ptn 2 = 1748 m<sup>2</sup>

GETRANSPORTEER AAN		TRANSFERRED	
Nonkwelo Heritage Trust.			
RENT/REMAINDER: 4897 m <sup>2</sup>			
T	000005715 / 2018		
2018-02-02		REGISTRAR/REGISTRAR	

For Information Only