PRASA-BUNDLE-H-001



EXHIBIT SS 18

CLINT OELLERMANN



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

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INDEX: EXHIBIT SS 18

#	Description	Bundle	Exhibit
1	Affidavit of Clint Oellermann		001 to 002
Report	Report on Mr Lucky Montana's involvement in property transactions		003 to 033
2	Report		003 to 033
OR1	Parkwood Property (PP)		034 to 097
3	Report on the sale of the Parkwood Property		034 to 039
4	Annexure PP1		040 to 045
5	Annexure PP2		046 to 052
6	Annexure PP3		053 to 056
7	Annexure PP4		057 to 059
8	Annexure PP5		060 to 062
9	Annexure PP6		063 to 064
10	Annexure PP7		065 to 071

PRASA-BUNDLE-H-003

#	Description	Bundle	Exhibit
11	Annexure PP8		072 to 076
12	Annexure PP9		077 to 083
13	Annexure PP10		084 to 094
14	Annexure PP11		095 to 097
OR2	Waterkloof Property		098 to 134
15	Purchase of the Waterkloof Property		098 to 104
16	Annexure WP1		105 to 110
17	Annexure WP2		111 to 116
18	Annexure WP3		117 to 120
19	Annexure WP4		121 to 122
20	Annexure WP5		123 to 132
21	Annexure WP6		133
22	Annexure WP7		134
OR3	Sandhurst Property		135 to 192
23	Purchase of the Sandhurst Property		135 to 143
24	Annexure SP1		144 to 145
25	Annexure SP2		146 to 148
26	Annexure SP3		149
27	Annexure SP4		150 to 151
28	Annexure SP5		152 to 156
29	Annexure SP6		157 to 158
30	Annexure SP7		159 to 162
31	Annexure SP8		163 to 167
32	Annexure SP9		168 to 179
52			
33	Annexure SP10		180

PRASA-BUNDLE-H-004

#	Description	Bundle	Exhibit
35	Annexure SP12		185
36	Annexure SP13		186
37	Annexure SP14		187
38	Blank pages – remove because not relevant		188 to 192
OR4	Hurlingham Property		193 to 241
39	Purchase of the Hurlingham Property		193 to 198
40	Annexure HP1		199 to 205
41	Annexure HP2		206 to 209
42	Annexure HP3		210
43	Annexure HP4		211
44	Annexure HP5		212 to 215
45	Annexure HP6		216
46	Annexure HP7		217
47	Annexure HP8		218 to 222
48	Annexure HP9		223 to 226
49	Annexure HP10		227
50	Annexure HP11		228 to 229
51	Annexure HP12		230 to 230
52	Annexure HP13		231 to 233
53	Annexure HP14		234 to 236
54	Annexure HP15		237 to 240
55	Annexure HP16		241
18(b)	TL Montana's version on the properties as read into the record on 10 May 2021	246 to 321	242 to 317
56	18(b)	246 to 260	242 to 256
57	18(b).1	261 to 262	257 to 258

#	Description	Bundle	Exhibit
58	18(b).2	263 to 269	259 to 265
59	18(b).3	270 to 276	266 to 272
60	18(b).4	277	273
61	18(b).5	278 to 283	274 to 279
62	18(b).6.1	284 to 290	280 to 286
63	18(b).6.2	291 to 303	287 to 299
64	18(b).6.3	304 to 306	300 to 302
65	18(b).6.4	307	303
66	18(b).6.5	307	303
67	18(b).6.6	308 to 309	304 to 305
68	18(b).6.7	310 to 321	306 to 317

AFFIDAVIT

I, the undersigned,

CLINTON OELLERMANN

hereby make oath and state as follows:

- I am an adult male. I am currently appointed as an investigator to the Commission of Inquiry into State Capture ("the Commission).
- Among the matters that the Commission is investigating are property transactions in which Mr Lucky Montana, the former Group Chief Executive Officer (GCEO) of PRASA, was involved in during the period 2014 and 2015.
- I have sourced Most of the information pertaining to the above property transactions is contained in documents and affidavits, or sworn statements.
- Based on those documents, I have compiled a Report in which I set out what is contained in those documents.
- 5. I confirm the correctness of the contents of the Report: to the best of my knowledge and belief, the Report correctly reflects what is set out in the documents referred to, most of which are annexed to the Report.

Adduw C Oellermann

I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at Boscing on 17 June 2020, the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No 1648 of 19 August 1977, as amended, having been complied with.

09203944

COMMISSIONER OF OATHS

Full names: MI OMC 1)/Cleson CERETIM

Capacity: ~ Macanon officer

Business Address: &7775 Boscinity Porsz





SS18-CO-003

PRELIMINARY REPORT ON THE COMMISSIONS INVESTIGATIONS INTO

MR LUCKY MONTANA's

involvement in

PROPERTY TRANSACTIONS

in 2014 and 2015

Compiled by: Clinton Oellermann

for the

STATE CAPTURE COMMISSION

June 2020

INTRODUCTION

- In June 2014, PRASA appointed Siyangena Technologies (Pty)
 Ltd (Siyangena) to execute what was referred to as the ISAMS
 Phase 2 Project, at a cost of more than R2,5 billion.
- Some three months later, the parties agreed, in an addendum, that Siyangena would provide further services to PRASA – at a cost of an additional R800 million.
- 3. PRASA's then Group CEO, Mr Lucky Montana, signed the addendum on 30 September 2014.
- 4. Just about this time, between August 2014 and October 2014, Mr Montana was involved in arrangements for the purchase of three properties for a total of more than R36 million. The purchases were funded through arrangements made by Mr Adriaan van der Walt, an attorney who has acted for Siyangena.
- 5. Only a few months earlier, in May 2014, Precise Trade and Invest 02 (Pty) Ltd ("Precise Trade"), a company of which Mr Van der Walt was the sole director, bought a house from Mr Montana. The agreed purchase price was R6,8 million, which appeared to be some R3 million more than the house was probably valued.
- 6. These four transactions are closely examined in this Report. What appears to emerge from this examination is the following. Mr Montana was central to each of the purchases, but attempts were made to conceal this link, even in respect of the one property that

was transferred into his name. Despite this, and the fact that all the properties were fully paid for, Mr Montana himself appeared not to have paid any money towards the purchases.

- 7. Most of the finance for the purchases was made available by Mr van der Walt, through an Investec Bank account in the name of Precise Trade. One entity that deposited large amounts into Precise Trade's bank account was TMM Holdings (Pty) Ltd ("TMM"), who together with Mr Mario Ferreira, had entered into a joint venture with Mr Van der Walt. Significantly, TMM deposited substantial amounts on the very day that significant payments were made to pay for the property purchases.
- 8. As part of the overall background, mention should also be made of the following. Mr Montana left PRASA on 15 July 2015 only some nine months after signing the addendum. Significantly, soon after PRASA's new Board of Control was appointed on 1 August 2014, Mr Montana told the newly appointed Chairperson, Mr Popo Molefe, that he did not intend to renew his contract when it expired at the end of March 2015.
- 9. The foregoing matters, it is submitted, call for a frank, candid and cogent explanation about the four transactions, principally from Mr Montana, Mr Van der Walt and Mr Ferreira, who is linked to TMM and linked to Siyangena, and who played a principal role in securing the addendum that in September 2014 led to the extension of Siyangena's contract with PRASA. Certain other

individuals too are constrained to provide proper explanations, lest quite adverse inferences are drawn about their role in the transactions, whether direct or indirect.

- 10. The purpose of this Report is to contextualise the four property transactions, by considering among other matters the following: the background against which the contracts were concluded; the extent to which Mr Montana was involved in each of the purchases; how the identity of the purchasers were in two instances changed after he or his Trust [the Minor Property Trust], of which his children are the beneficiaries, at some stage during the transactions made offers to purchase; and how and by whom payments were made for the purchases of the four properties.
- 11. The matters that are addressed in this Report are the following. First, the sources of the information contained in this Report. Second, a brief survey of the background against which the transactions took place. Third, the circumstances and details of each of the four property transactions with which Mr Montana was involved. Fourth, Mr Montana's role in the purchase of three of the properties. Fifth, the involvement of other persons and entities, including the following: Precise Trade; Mr Van der Walt; TMM Holdings; Mr Mario Ferreira; the Minor Property Trust; and Trust's trustee Mr Johan Smith.

SOURCES OF INFORMATION

- 12. Mr Van der Walt is no longer in the country. However, one of the fellow Directors of his law firm, Loubser van der Walt Inc, Mr Nicholas Loubser, has made available to the Commission's investigators several documents relating to the property transactions. Among the documents is the transactional history of Precise Trade's Investec bank account. It is from this account that many of the payments were made and into which "funders" of the purchases deposited quite large sums of money, sometimes on the day payments were made or a day or so before payments were made in respect of the purchases. Furthermore, Mr Van der Walt gave insight into some of the transactions in two letters to his partners.
- 13. Mr Loubser was requested to set out in an affidavit what he knows about the matters referred to in the previous paragraph. It is expected that he will annex to his affidavit the relevant documents that he handed to the Commission's investigators. Unfortunately, at the time this Report was finalised his affidavit was not to hand. Should it be necessary, an addendum to this Report will be compiled.
- 14. In addition to the documents that Loubser made available to the Commission, its investigators have come into possession of several documents connected to the transactions. Among them are the following: deeds of transfer, offers to purchase and

communications preceding the conclusion of the contracts and subsequently about their implementation. The Commission's investigators are also in possession of affidavits or sworn statements made by an estate agent, an owner and a conveyancing attorney. The relevant documents concerning each transaction are annexed to the relevant report that has been prepared in respect of each of the four properties.

15. It is perhaps appropriate to explain at this stage why these transactions are being presented mainly by way of this Report as opposed to by the leading of oral evidence. The reason is this. Most of the information set out herein and in the annexed individual reports is unlikely to be in dispute. This is because the information has been extracted from documents, such a bank statements, agreements and correspondence. Presenting the information in a Report such as this allows for a more fluid presentation. Whilst much of the evidence will be presented by way of this Report, and the annexed individual reports, where it is required or desirable to do so, oral evidence will be led on certain aspects.

BACKGROUND

16. The history of PRASA's contractual relations with Siyangena are set out in PRASA's founding affidavit in its 2018 High Court application to have reviewed and set aside contracts it concluded with Siyangena. The founding affidavit was made by Ms Martha

Ngoye and is part of SS3 of the Record of this Commission. [The founding papers in PRASA's review application are at: PRASA: Bundle B, SS3: pp 126-613.] Ms Ngoye thereafter made an affidavit in preparation for her evidence to this Commission. [That affidavit is in Bundle E: SS7: pp 386-398.]

- 17. In this latter affidavit and thereafter in her evidence to this Commission, Ms Ngoye summarised the bases on which PRASA contended that the contracts it had concluded with Siyangena and the extensions and amendments thereto fell to be reviewed and set aside. In essence, PRASA contends that the conclusion of the contracts and amendments and the grant of extensions were tainted with grave irregularities and did not meet the requirements of s 217 of the Constitution.
- 18. In her affidavit, Ms Ngoye also pointed out that one of the further basis on which PRASA applied for the review and setting aside of the contracts, amendments and extensions were the financial dealings between Mr Montana and Mr Van der Walt, who had acted for Siyangena.
- In considering the overall background against which the four property transactions took place, it is necessary to mention the following.
- 20. It was soon before, during and soon after the period that Mr Montana was taking the steps that led to the purchase of the three properties (in Waterkloof, Sandhurst and Hurlingham) that the

PRASA and Siyangena agreed to an addendum to a contract that had been concluded only three months earlier, in June 2014.

- 21. The addendum was signed by Siyangena on cost 19 September 2014 and by Mr Montana, on behalf of PRASA, on 30 September 2014. The cost to PRASA was nearly R800 million. [In her affidavit of 15 March 2020 [SS7, pp 386-397], Ms Ngoye raises concerns about the validity of the addendum [at paragraphs 35-38] and at paragraph 39 the validity of all contracts between PRASA and Siyangena.
- 22. As emerges from a summary of the four property transactions that are considered in the next section of this Report, it was during, soon before and soon after this period that Mr Montana was putting in place measures to purchase the three properties.
- 23. It is against the foregoing as the backdrop that it is convenient now to consider details relating to the sale of the one property and the purchase of the other three.

THE FOUR PROPERTY TRANSACTIONS

24. The property transactions with which Mr Montana was involved are as follows. First, Precise Trade bought a house that Mr Montana owned in Parkwood, Johannesburg, for R6,8 million – an amount that was R3,3 million more than Mr Montana's own banker had valued it only 20 months earlier. Second, after Mr Montana expressed an interest in a house in Waterkloof, Pretoria, it was eventually sold to Precise Trade for R11 million, but when she moved out the previous owner handed over the keys to Mr Montana. Third, after Mr Montana's Trust made an offer to buy a house in Sandhurst, Johannesburg, Precise Trade bought it for R13,9 million. Fourth, Mr Montana bought a house in Hurlingham for R11,5 million.

- 25. A consideration of the relevant information relating to the four transactions suggests the following. On the one hand, the details are quite relevant to a proper appreciation of what went on. On the other hand, setting out all the details, including the relevant supporting documents, in the body of the Report itself detracts from its flow and a proper grasp and appreciation of the big picture. In the circumstances, the following approach has been adopted. In the next section of this Report, only a summary of what happened in respect of each transaction is set out. However, annexed to this Report are mini-reports on each transaction. This approach, it is submitted, enables one to appreciate, without being bogged down by small details, how it came about that Mr Montana sold his property in Parkwood and the extent of his involvement in the purchase of the other three properties. At the same time, the mini-reports enable one to consider, somewhat independently of this Overall Report, the details of the sale and of each purchase.
- 26. In the sub-sections hereunder, the following transactions are summarised: the sale by Mr Montana of the house he owned in

Parkwood; the purchase of a house in Waterkloof; the purchase of a house in Sandhurst; and the purchase of a house in Hurlingham.

The Parkwood property

- 27. The facts relating to this property ("the Parkwood Property") are more comprehensively set out in Annexure **OR1** hereto, to which reference is respectfully made. The sources from which these facts are extracted are identified in that annexure. For the purposes of this part of the Overall Report, the facts may be summarised very briefly as set out in the paragraphs immediately hereunder.
- 28. First, Mr Montana bought the property [Erf No 359, Parkwood: 10 Newport Street] on or about 4 July 2008 for R1,85 million. In August 2012, Mr Montana's private banker (from Absa Private Bank) valued the property at some R3,5 million.
- 29. Second, on 5 May 2014, Precise Trade and Invest 02 (Pty), represented by Mr Adriaan van der Walt, offered to purchase the property from Mr Montana for R6,8 million, an offer Mr Montana accepted on the same day. Transfer was effected on 20 February 2015.
- 30. Third, the effects of what has been set out in the paragraphs immediately above is as follows:

PRASA-BUNDLE-H-017

SS18-CO-013

- 30.1 Precise Trade paid Mr Montana some R3 million more than the probable value of the property, even factoring in a generous escalation in its value; and
- 30.2 Mr Montana made a profit of nearly R5 million [R4,95 million] on the property.
- 31. Fourth, as regards payment, the agreement provided as follows: a deposit of R2,5 million (which could be paid in respect of the transfer of the house at which Mr Montana resided) was to be paid to Loubser van der Walt Inc by about 4 June 2014; the balance of the purchase price would be paid into Loubser van der Walt Inc's trust account by about 3 August 2014.
- 32. Fifth, payments towards the purchase price were made, but not in accordance with the agreement. For example, no payments were made into or out of Loubser van der Walt Inc's Trust Account: payments were made from Precise Trade's Investec account; a "deposit" of R2,25 million, as opposed to R2,5 million, was paid but on 18 June 2014, not 4 June. Moreover, periodic payments were made from June 2014 to February 2015. In other words, payment of the purchase price was not made by 3 August 2014.
- 33. Sixth, based on the entries in Precise Trade's Investec account, from which all the payments were made, Mr Montana was paid R439 200 less. The question then arises: was payment of that amount made from some other account, or was Mr Montana simply short-changed of R439 200?

- 34. Seventh, the following matters are not without significance. The first deposits into the Investec account, of R1,85 million and R4 million, were made by TMM on 18 June 2014. On the very same day, payment of the "deposit" of R2,25 million was made. The next three payments to Montana from the account, totalling R860 800, were made from the monies deposited into the account by TMM on 18 June 2014.
- 35. Eighth, quite intriguingly, some six weeks after the agreement of sale was concluded, Mr Montana signed an addendum which imposed on him quite onerous obligations to effect – at his cost – specified improvements and/or alterations to a property that he had just sold.
- 36. Ninth, the addendum recorded the following. A friend of Mr Montana was residing at the Parkwood Property, but Mr Montana undertook to give Precise Trade vacant possession within 30 days of registration, if Precise Trade and Mr Montana's friend were unable to conclude a lease agreement for at least R20 000 a month. Transfer was effected on 20 February 2015, but no payment of rental is reflected in Precise Trade's bank statement.
- 37. Tenth, the addendum stipulated that it was Mr Montana who must bear the costs of the alterations. It is surprising then that Mr Montana had improvements effected to the bedroom even though the addendum did not require this.

- 38. Eleventh, what is also surprising is this. Mr Montana sent the invoices for the improvements and alterations to Mr Van der Walt to foot the bill, telling him at one stage that he was "under pressure to pay the contractor for additional work". The amounts that Mr Montana required Mr Van der Walt to pay were not trifling, totalling more than R1 million.
- It is convenient now, to summarise the facts and circumstances surrounding the purchase of the Waterkloof Property.

The Waterkloof property

- 40. The facts relating to this property ("the Waterkloof Property") are more comprehensively set out in Annexure **OR2** hereto, to which reference is respectfully made. The sources from which these facts are extracted are identified in that annexure. For the purposes of this part of the Overall Report, the facts may be summarised very briefly as set out in the paragraphs immediately hereunder.
- 41. The Waterkloof Property is Remaining Extent of Erf 587, Waterkloof Township, Pretoria, and its street address is 225 Rose Avenue, Waterkloof. The relevant facts relating to its purchase may be summarised briefly as set out hereunder.
- 42. First, on 25 August 2014, the Aanmani Guest House CC ("the CC"), represented by Ms Karen de Beer, and Mr Johan Smith, in his capacity as Trustee of the Minor Property Trust, entered into

an agreement in terms of which the CC sold the Waterkloof Property to Mr Smith.

- 43. Second, the purchase price was R11 million, to be paid as follows: a non-refundable deposit of R3,5 million payable within 14 days; and the seller to render approved guarantees within 60 days as security for the balance of R7,5 million.
- 44. Third, the R3,5 million deposit was paid from Precise Trade's Investec account on 23 September 2014 and was reflected as "minor property trust loan". The entry just before that on the bank statement reflects that TMM had paid that same amount into Precise Trade's account on the same day. Interestingly, the balance of R7,5 million was paid directly to the transferring attorneys from TMM with regard to the loan account. Thereafter, on 25 February 2015, Precise Trade paid R1 105 084, 92 to the transferring attorneys in respect of the costs of the transfer. Not coincidentally, it would appear, the entry prior to that entry on Precise Trade's account reflects a deposit by TMM of that exact same amount on the same day.
- 45. Fourth, payments made from Precise Trade's Investec account in respect of the Waterkloof Property appear to be consistent with the agreement between the CC and Mr Smith, in his capacity as trustee of the Minor Property Trust.

- 46. Fifth, however, on or about 20 February 2015, a new agreement in respect of the purchase of the Waterkloof Property was concluded.
- 47. Sixth, the most important difference between the two agreements is that in the new agreement Precise Trade was reflected as the purchaser, in the stead of Mr Smith, the trustee.
- 48. Seventh, but there were other changes. Among the more significant were the following. As regards payment, the new agreement reflected the following: the deposit of R3,5 million had already been paid; a further amount of R1,5 million had been paid to the seller; and the "balance of the purchase price of *R6,5 million*" had been paid into the transferring attorney's trust account. [Intriguingly, properly calculated, the "balance" would be R6 million, not R6.5 million as reflected in the amended agreement.]
- 49. In addition, the new agreement reflected that occupation of the property had been given to the purchaser on 1 December 2014 and that the purchaser would be responsible for occupational rental of R50 000 a month until registration. The domicilium of the purchaser was changed from that of Mr Smith to that of the Loubser van der Walt Inc.
- 50. Eighth, the property was transferred to Precise Trade on 8 April 2015.

51. What has been noted above does not reflect that Mr Montana himself played a role in the purchase of the Waterkloof Property.But, as detailed hereunder, he indeed played a key role.

Mr Montana's involvement

- 52. According to the sole member of the CC, Ms De Beer, Mr Montana was quite central to the transaction. Precisely what Mr Montana's role was and the events leading to Precise Trade becoming the purchaser may be summarised as follows.
- 53. First, on 10 February 2013, Ms De Beer and Mr Montana concluded a deed of sale in terms of which Ms De Beer sold to Mr Montana her member's interest in the CC for R10,5 million. But the deal fell through.
- 54. Second, when Ms De Beer put the property on the market again in August 2014, Mr Montana again indicated an interest. But she would not entertain an offer from him, unless he paid a substantial deposit. He agreed to pay a non-refundable deposit of R3,5 million.
- 55. Third, whilst the earlier agreement had been concluded in the name of Mr Montana, this new agreement was in the name of Mr Smith. (The new agreement is the agreement referred to above that was concluded on 25 August 2014).
- 56. Fourth, Mr Montana however later asked Ms De Beer to change the name of the purchaser from Johan Smith to Precise Trade.

- 57. Fifth, the balance of the R7,5 million was eventually paid by Mr Van der Walt, whom Ms De Beer describes as "Montana's attorney", and the deal went through.
- 58. Sixth, as regards Mr Montana's involvement in the transaction, Ms De Beer says the following. She first met him in mid-November 2014, when he walked through the house as he wanted "to check some things". Ms De Beer then "moved out". On 26 November 2014, she handed the keys to the property to Mr Montana.
- 59. Seventh, on the following day Ms De Beer sent an email to her neighbours telling them that "the new owner of [her] property was Lucky Montana".
- 60. Ms De Beer also said that she was in no doubt that the CC had sold the property to Mr Montana and that the contracting entities were merely his alter ego.
- 61. It is convenient now, to summarise the facts and circumstances surrounding the purchase of the Sandhurst Property.

The Sandhurst property

62. The facts relating to this property ("the Sandhurst Property") are more comprehensively set out in Annexure **OR3** hereto, to which reference is respectfully made. The sources from which these facts are extracted are identified in that annexure. For the purposes of this part of the Overall Report, the facts may be summarised very briefly as set out in the paragraphs immediately hereunder.

- The Sandhurst Property is Portion 18 of Erf 1, Sandhurst. Its street address is 119 Empire Place, Sandhurst.
- 64. The facts relating to its transfer on 6 March 2015 may be summarised as set out hereunder.
- 65. First, Mr Montana signed an offer to purchase the property on or about 26 October 2014, after he had attended a show day. The price set out in the offer to purchase was R13,9 million. The seller, a Mr N G Kohler, accepted the offer on 28 October 2014.
- 66. Second, on 6 November 2014, Mr Van der Walt wrote to the estate agent, Mr Green, saying that he held R5 million in "our trust account" towards the purchase price. He asked for the Offer to Purchase to be forwarded to him and what the amount of the deposit was. On 7 November 2014, Mr Green sent a copy of the sale agreement and said the deposit payable was *R3,9 million*.
- 67. Third, later that day Mr Van der Walt wrote to Mr Green confirming that Precise Trade had paid *R5 million* into the estate agency's trust account with beneficiary reference being *kohler/montana*.
- 68. Fourth, an entry in Precise Trade's Investec account notes that on 7 November 2014 an amount of R5 million was paid to the estate agency for 119 Empire Place and an entry on the previous day records a deposit of R5 million.

- 69. On 25 November 2014, Mr Van der Walt wrote to Mr Green asking that the "buyer" be changed from Mr Montana to Precise Trade. A new offer to purchase was sent in the name of Precise Trade, which Mr Van der Walt signed on 26 November 2014 and returned to Mr Green. (In the new offer, Mr Green noted in manuscript that R5 million deposit had been received on 7 November 2014.
- 70. Fifth, on 6 March 2015, Precise Trade paid the balance of the purchase price.
- 71. Sixth, as noted above, on 26 November 2014 Precise Trade was reflected as the buyer. But correspondence relating to the property was still sent to Montana. And, on 27 November 2014, the seller asked Mr Montana [whom he addressed as "Lucky"] if he was interested in taking occupation before transfer. Thereafter, in response to a query to him by the seller about payment of the transfer costs, on 3 February 2015, Mr Montana emailed an apology for the delay and said Mr Van der Walt had undertaken to pay by the following day at latest.
- 72. Seventh, significantly Precise Trade paid the transfer costs of R1 105 537,30 on the following day.
- Fighth, on 6 March 2015, the balance of the purchase price, being
 R8,9 million, was paid by Precise Trade. Transfer of the property
 from Mr Kohler to Precise Trade was effected on that day.

- 74. Tenth, notwithstanding that ownership of the Sandhurst Property was transferred to Precise Trade on 6 March 2015, subsequent exchanges relating to the property show that Mr Montana was still intimately involved with the property.
- 75. Eleventh, among the exchanges that confirm this are the following: a request to Mr Montana on 12 March 2015 asking him to co-operate with the sellers in the transfer of the electricity account; and communications by Mr Green to the sellers indicating that he had spoken to Montana about the electricity and other issues such as the pool cover; Mr Green's communicated with Mr Montana about the property as late as 23 June 2015.
- 76. Twelfth, in between, however, on 10 May 2015 Mr Van der Walt suddenly asked Mr Green why he had copied Mr Montana on an email relating to the pool cover, saying: "You were well aware of the fact, and as I explained to you last year, before the property was even bought by my company, that Mr L Montana has nothing to do with Precise or this property. Please refrain from this action in the future." Mr Green apologised. However, as indicated earlier, Mr Green continued communicating with Mr Montana about the Sandhurst Property.
- 77. Thirteenth, it would appear that Mr Van der Walt's reprimand of Mr Green was prompted by the fact that in its February 2016 High Court application to have the Siyangena contracts reviewed and set aside, PRASA had mentioned the Sandhurst Property

transaction and suggested that it was an indication of an improper financial relationship between Mr Montana and Mr Van der Walt, who had acted for Siyangena. Incidentally, Mr Van der Walt's reprimand of Mr Green was two days before he deposed to a confirmatory affidavit in Siyangena's answering papers in that review application.

78. It is convenient now, to summarise the facts and circumstances surrounding the purchase of the Hurlingham Property.

The Hurlingham property

- 79. The facts relating to this property ("the Hurlingham Property") are more comprehensively set out in Annexure **OR4** hereto, to which reference is respectfully made. The sources from which these facts are extracted are identified in that annexure. For the purposes of this part of the Overall Report, the facts may be summarised very briefly as set out in the paragraphs immediately hereunder.
- 80. The Hurlingham Property refers to the remaining extent of Erf 70,
 Hurlingham Township. Its street address is 12 Montrose Avenue,
 Hurlingham.
- 81. The facts relating to the purchase of the property may be summarised very briefly as set out hereunder.
- 82. First, on 14 May 2015, Ms Merileon Gevisser, the owner, accepted an offer by Mr Montana to purchase the property for

R13,5 million, payable as follows: a deposit of R2 million, and the balance of R11,5 by the following day. (Importantly, as is detailed hereunder, a previous contract between Mr Montana and the owner for the sale of the same property was not proceeded with.)

- 83. Second, a deposit of R2 million had been paid on 23 March 2015 [pursuant to the contract that was not proceeded with]. Payment was made from Precise Trade's Investec account.
- 84. Third, on 15 May 2015, payment of the R11,5 million was made to the conveyancing attorney by an entity called "Midtownbrace".
- 85. Fourth, the property was transferred to Mr Montana on 28 July 2015.
- 86. Two sets of matters relating to the transaction need to be considered: events that preceded the sale; and the source of finance for the purchase of the property. These two matters are considered separately in the paragraphs hereunder.

The preceding events

- 87. The significant matters that preceded the sale of the property toMr Montana may be summarised as set out hereunder.
- 88. First, the estate agent Mr Louis Green, who was also involved in the sale of the Sandhurst Property, had been mandated by the owner to market and sell the Hurlingham Property.

- 89. Second, Mr Montana attended a show day on or about 12 October 2014, expressed an interest in purchasing the property and asked that an offer to purchase be sent to Mr Johan Smith of the Minor Property Trust. Mr Smith, representing the Trust, then submitted an offer to purchase the property for R12 million. Mr Green told the seller that they had received the offer from Mr Montana [though it] "is in the name of his Trust". On 30 October 2014 a new offer was made, this time in the name of the Trust. The purchase price offered was R13,5 million.
- 90. Third, it would appear that nothing came off these two offers It also appears that not much happened for some four months.
- 91. Fourth, then on 3 March 2015, Mr Montana himself made an offer to the seller to purchase the property for R13,5 million, payable as follows: a deposit of R2 million within seven days; and the balance of R11,5 million to be secured by approved guarantees. The seller accepted the offer on the same day.
- 92. Fifth, the R2 million deposit was recorded in the conveyancer's bank account on 24 March 2015. On 14 April 2015, Mr Van der Walt, on instructions from Mr Montana, asked for more time to submit the guarantee.
- 93. Sixth, following concerns that the conveyancer expressed about the guarantees, that agreement was cancelled and a new one was concluded. That is the agreement, as noted earlier, that was implemented, with transfer being effected on 28 July 2015.

SS18-CO-026

Source of the finance

- 94. As noted above, whilst Precise Trade paid the guarantee of R2 million, payment of the balance of R11,5 million was made by Midtownbrace (Pty) Ltd.
- 95. One of the directors of Midtownbrace, Mr Wagner has undertaken to provide an affidavit setting out how that came about.
- 96. At the time that this Report was compiled the affidavit had not been furnished to the Commission. Once it is submitted a decision will be made as to whether to supplement this Report.
- 97. There are a number of matters that arise from the four transactions. The more significant of these are considered in the sections hereunder.

MR MONTANA's ROLE

- 98. The details set out in the previous section about how the agreements to purchase the Waterkloof, Sandhurst and Hurlingham properties came into being make the following clear. It was Mr Montana who was the central figure in the purchases. It is correct that two of the properties were transferred to Precise Trade, but Mr Montana was the principal role player in all three purchases.
- 99. The following matters that emerge from each of the purchases confirm Mr Montana's central role.

- 100. First, as regards the Waterkloof Property, the following emerges about Mr Montana's role. As far back as February 2013, Mr Montana and the seller, Ms De Beer concluded an agreement of sale. That deal however fell through. In August 2014, Mr Montana again expressed an interest in the property. It was then that an agreement was concluded with Mr Smith the Trustee. Thereafter, it was Mr Montana who asked the seller to change the name of the seller from Mr Smith to Precise Trade. In addition, in mid-November 2014, it was Mr Montana who walked through the house "to check some things". When Ms De Beer moved out, on 26 November 2014 she handed the keys to Mr Montana and on the following day told her neighbours that "the new owner of [her] property was Lucky Montana". She was in no doubt that the CC had sold the property to Mr Montana and that the contracting entities were merely his alter ego.
- 101. Second, as regards the Sandhurst Property, the following emerges about Mr Montana's role. It was Mr Montana who signed the first offer to purchase on 26 October 2014, after he had attended a show day, which offer was accepted by the seller. However, following a request by Mr Van der Walt on 25 November 2014, a new offer to purchase in the name of Precise Trade was drawn up, which Mr Van der Walt signed on the following day. It recorded that the R5 million that the "deposit" [that had been paid pursuant to Mr Montana's offer] had been received on

7 November 2014. Even after the change in the name of the purchaser, correspondence relating to the property was still sent to Mr Montana, whom the seller addressed as "Lucky". And, when the costs were late in being paid, in February 2015 it was Mr Montana whom the seller and who apologised and caused Mr Van der Walt to make payment on the day after. Even after ownership of the property was transferred to Precise Trade [on 6 March 2015], when the electricity account needed to be transferred, it was Mr Montana with whom the estate agent and the seller communicated. Accordingly, Mr Van der Walt's reprimand of Mr Green for copying to Mr Montana an email on the pool cover appears not only contrived, but a disingenuous attempt to create a non-existent distance between Mr Montana and the Sandhurst Property.

102. Third, the Hurlingham Property was transferred to Mr Montana. Accordingly, his direct link with the property cannot be disputed. However, even in respect of this property, there was an attempt to disguise that link, as emerges from the following. After attended a show day in the second week of October 2014, Mr Montana expressed an interest in purchasing the property, but asked that an offer to purchase be sent to Mr Smith, the Trust's trustee, who then submitted an offer to purchase. However, on 30 October 2014 a new offer was made, but in the name of the Trust. But nothing came off those offers. In addition, the first agreement between Mr Montana and the seller had to be cancelled and the

transfer was effected pursuant to a later agreement between Mr Montana and the seller.

- 103. As regards the sale by Mr Montana of the Parkwood Property, the following matters are worthy of mention. The grossly inflated price that Mr Van der Walt, on behalf of Precise Trade, was prepared to pay for the property. Mr Montana's agreeing to an addendum that, when implemented, involved expenses of more than R1 million, which he was to pay, but did not. Finally, the addendum stipulated that Mr Montana's friend would pay Precise Trade rent of R20 000 month from 21 February 2015. But Precise Trade's bank account does not reflect any rent being paid.
- 104. The foregoing confirms that Montana played a central role in the sale of the Parkwood Property and the purchase of Waterkloof Property, the Sandhurst Property and the Hurlingham Property. However, it also confirms that several other persons were significantly involved, at some level or the other, in the transactions. This is a matter that is dealt with in the next section of the Report.

OTHER SIGNIFICANT ROLE-PLAYERS

105. Among the more important role-players are Mr Van der Walt, who next to Mr Montana, or perhaps alongside him, was a principal figure in the four transactions. The bank statement of Precise Trade, the vehicle through which the deals were facilitated or principally funded, confirm Mr Van der Walt's direct involvement in each transaction. So do the letters and emails he or his office sent in respect of the transactions. In his two letters to the fellow Directors of Loubser van der Walt Inc, he identifies some of the persons who provided funding for the purchase of Mr Montana's Parkwood Property and also for payment for the purchases of the three other properties that form the subject matter of this Report.

- 106. However, what is missing are details of his relationship with Mr Montana. Nor does he provide an explanation of how the whole scheme was conceived and what the end game was. A copy of this Report and other relevant documents will be emailed to Mr Van der Walt with an invitation to him to do so.
- 107. Be the foregoing as it may, another significant role-player, certainly in regard to providing finance for the purchase of the Parkwood Property by Precise Trade is TMM.
- 108. In this regard, the Commission's investigators are aware of a contract between TMM and Mr Mario Ferreira, on the one hand, and Mr Van der Walt, on the other. It is hoped that Mr Loubser deals with it in his affidavit.
- 109. In addition, Mr Van der Walt refers to payments made towards some of the purchases by TMM, which appears to be confirmed by entries in Invest Trade's Investec bank statement.
- 110. Given the foregoing, it is submitted that there serious questions arise about Mr Mario Ferreira's relationship with Mr Montana and

his reasons for providing such huge sums to fund property transactions involving the CEO of a public entity with which at least one company with which Mr Ferreira was associated, namely Siyangena, had multi-billion rand contracts.

- 111. A copy of this Report and other relevant documents will be emailed to Mr Ferreira with an initial invitation to deal with the matters concerning him, TMM and Siyangena.
- 112. In addition, there is the role of Mr Johan Smith, a trustee of the Minor Property Trust. As detailed in the Report, he or the Trust submitted offers to purchase some of the properties.
- 113. A number of questions arise about these offers. Among them are the following: what was and is Mr Smith's relationship with Mr Montana; how did it come about that he made the offers; and who funded the payments made pursuant to those offers.
- 114. A copy of this Report and other relevant documents will be emailed to Mr Smith, with an initial invitation to deal with the matters concerning him and the Trust.
- 115. A number of questions also arise about Mr Montana. Among them are the following: what was his relationship with Mr Van der Walt; how was the whole scheme to sell his Parkwood Property and purchase the other three properties conceived; how did he fund the purchase of the properties. A copy of this Report and other

relevant documents will be emailed to Mr Montana with an initial invitation to him to deal with those and other relevant matters.

116. Of course, the Report will be sent to the other persons mentioned, again with an invitation to respond to its contents insofar as it implicates them.

CONCLUSION

- 117. A number of matters are raised in this report about the four property transactions.
- 118. The persons mentioned who in some way or the other participated in the transactions or facilitated them have been invited to set out their versions.
- 119. After their responses, if any, are received, a further Report will be compiled and submitted.

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ANNEXURE "OR1"

THE SALE OF THE PARKWOOD PROPERTY

- The facts relating to this property ("the Parkwood Property") may be summarised briefly as set out in the paragraphs hereunder.
- Mr Montana purchased this property [Erf No 359, Parkwood: 10 Newport Street] on or about 4 July 2008 for R1,85 million [Ms Ngoye FA in the Siyangena review application: SS3 p 359, para 21.5].
- In August 2012, Mr Montana's private banker (from Absa) valued the property at some R3,5 million [Annexure PP1].
- 4. On 5 May 2014, Precise Trade and Invest 02 (Pty), represented by Mr Adriaan van der Walt, offered to purchase the property from Mr Montana for R6,8 million, an offer Mr Montana accepted on the same day [Annexure PP2]. Based on this agreement, transfer was effected on 20 February 2015 [Annexure PP3].
- 5. There are a number of specific matters relating to the sale of the property that should be mentioned. They are dealt with hereunder under separate heads.

Disparity between value and purchase price

6. As pointed out above, in August 2012, Mr Montana's personal banker valued this property at R3,5 million. This means that

Precise Trade paid Mr Montana some R3 million more than the value of the property, even factoring a possible generous escalation in its value. It also means that Mr Montana made a profit of nearly R5 million [R4,95 million] on the property.

Payment

- Insofar as payment of the purchase price is concerned, the following matters are worth highlighting.
- First, clause 2.2 of the offer to purchase provided for the payment of a deposit in the following terms:
 - a deposit of R2,5 million was to be paid to Loubser van der
 Walt Inc within 30 days of signature;
 - the amount was to be held in trust;
 - the money could be used to render guarantees to Mariana
 Pera Attorneys in respect of transfer of Portion 1 of Erf
 161, Waterkloof [the house where Mr Montana resided].
- 9. Second, as regards the balance of the purchase price, clauses
 8.2 and 8.3 provided: it would be paid into Loubser van der Walt
 Inc's trust account within 90 days of signature; and the Practice
 would issue acceptable guarantees.
- 10. Third, according to paragraph 4 of Mr Van der Walt's second letter to his fellow Directors, that however is not how the payments were effected. In particular, no payments were made into or out of the Loubser van der Walt Inc's Trust Account in respect of the sale of

this property: all payments were made from Precise Trade's Investec account.

- 11. Fourth, as regards details of the payments, Mr Van der Walt said the transfer duty of R514 328 was paid on 12 November 2014. And, he said, the following amounts were paid towards the purchase price on the dates indicated:
 - 18 June 2014: R2,25 million [seemingly the "deposit"];
 - 18 July 2014: R110 000 and R350 000;
 - 24 July 2014: R400 000;
 - 21 November 2014: R250 000;
 - 5 December 2014: R400 000;
 - 15 January 2015: R300 000;
 - 5 February 2015: R300 000;
 - 20 February 2015: R2 million;
 - 23 March 2015: R439 000.
- 12. Fifth, the relevant pages of the transactional history of the Precise Trade's Investec account confirm that most of these payments were made as stated by Mr Van der Walt, with many expressly reflecting that the payments were made to Mr Montana. However, the last payment [for R439 000] mentioned by Mr Van der Walt is not reflected in the transactional history.
- 13. Sixth, a matter of significance that bears mention is this. On the day that the amount of R2,25 million was paid [seemingly in

respect of the "guarantee"] TMM paid the following amounts into Precise Trade's account: R1,85 and R4 million.

14. Quite intriguingly, after the agreement was concluded, the parties concluded an addendum that imposed obligations on Mr Montana to effect certain improvements and/or alterations to the Parkwood Property. This issue is dealt with in the next section.

Addendum on improvements to the property

- 15. Some six weeks after Mr Montana and Precise Trade concluded the purchase and sale agreement in respect the Parkwood Property, they entered into an addendum – on 25 June 2014. A copy of the addendum is annexed PP4.
- 16. The effect of the addendum was to impose several specified obligations on Mr Montana to effect or complete improvements to the property. Clause 2.3 of the addendum provided that all those costs were to be for Mr Montana's account.
- 17. The addendum also noted [at clause 3]: a friend of Mr Montana was residing at the Parkwood Property; Mr Montana undertook to give Precise Trade vacant possession within 30 days of registration if Precise Trade and Mr Montana's friend were unable to conclude a lease agreement for at least R20 000 a month, for between six to 12 months.

- 18. As noted above, transfer was effected on 20 February 2015. Despite this and clause 3 of the addendum, no payment of rental by the friend is reflected in Precise Trade's bank statement.
- 19. Returning to the issue of improvements, it must be reiterated that those costs were to be borne by Mr Montana. However, as appears from the next section of this Report, Mr Montana asked Mr Van der Walt to foot the bills for those and other expenses.

Effecting the improvements

- 20. The communications between Mr Montana and Mr Van der Walt on the issue of improvements indicate the following: Mr Montana communicated with contractors to effect improvements to the property; and he asked Mr Van der Walt to make payments to contractors.
- 21. The details of these communications and requests are summarised in the paragraphs immediately hereunder.
- 22. First, on 10 June 2014, Mr Montana asked Mr Van der Walt to pay nearly R80 000 to contractors, but the payment could not be made [Annexure PP5]. (Significantly, this is prior to the conclusion of the addendum.)
- 23. Second, on 30 June 2014, Mr Montana told Mr Van der Walt he was "under pressure to pay the contractor for additional work". He then asked Mr Van der Walt to make the following payments: R150 000 to the City of Johannesburg; R350 000 to a projects

company; R250 000 to his credit card; and R110 800 for catering services [Annexure PP6].

- 24. Third, on 15 August 2014, a contractor sent to Mr Montana a set of proposed designs for the bedroom at #10 (presumably 10 Newport Road) [Annexure PP7]. (Significantly, the addendum did not require changes to the bedroom.)
- Fourth, on 19 August 2014, the same contractor sent to Mr Montana the designs in 3D [Annexure PP8].
- 26. Fifth, on 2 September 2014, pictures of the cupboards, together with a quotation for R274 033, 20 were sent to Mr Montana [Annexure PP9].
- 27. Sixth, on 21 October 2014, Mr Montana forwarded to Mr Van der Walt an invoice for more than R525 000 from the contractor [Annexure PP10].
- 28. Seventh, also on 21 October 2014, Mr Montana sent Mr Van der Walt an invoice of more than R40 000 for appliances for which he had paid [Annexure PP11].
- 29. Eighth, on 23 November 2014, Mr Montana submitted a complaint to the Group Head: Department of Development about the establishment of a creche in the vicinity of the property. [Ms Ngoye's FA in the Siyangena review application: SS3 p 361, para 21.8.]

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Brann Frann 1993

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Subject:

Willis, Ursula: Absa <ursulaw@absa.co.za> 02 November 2012 16:59 Lucky Montana (PRASA CORP) FW: PRIVATE ONE SECURITY HELD

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From: Willis, Ursule: Absa

Sent: 02 November 2012 04:58 PM

To: 'Lucky Montana (PRASA CORP)'

Subject: FW: PRIVATE ONE SECURITY HELD

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Here it is again, for your information. See detailed list below.

Kind regards

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Ursula Willis | Private Banker | Absa Private Bank Tyger Valley

Tel +27 (0)21 974 1600 | Mobile +27 (0)82 453 3639 } Email ursulaw@absa.co.za [<u>mailto:ursulaw@absa.co.za</u>]

Tyger Valley Office Park 2, Ground Floor, Cor Willie Van Schoor &Old Oak Roads, Tyger Valley, 7530

absa.co.za

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Absa Private Bank Assist - Call 0860 553 553 or e-mail privatebank@absa.co.za [malito:privatebank@absa.co.za] for personal assistance

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COMPANY CONFIDENTIAL

From: Willis, Ursula: Absa

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Sent: 30 October 2012 05:51 PM

To: "Lucky Montana (PRASA CORP)"

Subject: FW: PRIVATE ONE SECURITY HELD

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Here is the email again, for your records.

kind regards

Ursuja Willis | Private Banker | Absa Private Bank Tyger Valley

Tel +27 (0)21 974 1600 | Mobile +27 (0)82 453 3639 | Email ursulaw@absa.co.za [mailto:ursulaw@absa.co.za]

Tyger Valley Office Park 2, Ground Floor, Cor Willie Van Schoor &Old Oak Roads, Tyger Valley, 7530

absa.co.za

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Absa Private Bank Assist - Call 0860 553 553 or e-mall privatebank@absa.co.za (mallto:privatebank@absa.co.za) for personal assistance

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COMPANY CONFIDENTIAL

From: Willis, Ursula: Absa

Sent: 30 October 2012 08:14 AM

STo: 'Lucky Montana (PRASA CORP)'

Subject: PRIVATE ONE SECURITY HELD

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I refer to the email below which was sent to you on 12/08 and advise as follows:

1) $_{\rm c}$. The valuation amounts as well as the bond amounts are listed below.

2) Should you for example sell ERF 359 Parkwood, we would call for R2 mil plus interest, to pay off this part of the Private One facility.

3) I am in Johannesburg until Thursday so I can only follow up with my admin office then.

I will however confirm within 3 working days who the bond cancellation attorneys are i.e. by Monday or Tuesday at the latest next week.

4) Should you sell 447 Main Street, we would call for at least R2.160 mil (based on the figures below).

I trust this will clarify matters.

Kind regards

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Ursula Willis | Private Banker | Absa Private Bank Tyger Valley

Tel +27 (0)21 974 1600 | Mobile +27 (0)82 453 3639 | Email ursulaw@absa.co.za [mailto:ursulaw@absa.co.za]

Tyger Valley Office Park 2, Ground Floor, Cor Willie Van Schoor &Old Oak Roads, Tyger Valley, 7530

absa.co.za

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COMPANY CONFIDENTIAL

From: Ursula Willis (ursulaw@absa.co.za (mailto:ursulaw@absa.co.za))

Sent: 21 August 2012 09:43 PM

To: 'Lucky Montana (PRASA CORP)'

Subject: PRIVATE ONE SECURITY HELD

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Here is the information you requested:

1) ERF 161 Waterkloof Pretoria

Physical address: 333 Main Street

Valuation amount R2,6 mil Bonds: 01 --03 totalling R2,22 mil

2) ERF 1242 Waterkloof Pretoria

Physical address: 447 Main Street Valuation amount: R3.5 mil

Bond: 01 for R2.160 mil

3) a ERF 359 Parkwood, Jhb Physical address: 10 Newport Road

Valuation amount: R3.5 mil

Bond: 01 for R2 mil

(4) Erf 178 Saxonwold, Jh b

Physical address: 23 Griswold Road

Valuation: R5.3 mil

Bonds: 01 for R4.675 mil

Current Private One facility limit : R10 500 000-00

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PRASA-BUNDLE-H-048 SS18-CO-044 100 Ū. Total security (bonds held): R11.055 mli-usually we call for the bond amount registered when a property is sold. Those are the 2240 amounts in bold above. Total valuations: R14.9mil (LTV currently 71%). the cor Same 1985) 10011 Interest rate: Up to R 6 250 000 2.2500-5.2500 <u>,</u> 7.0000 Up to R 8 800 000 1,5000-1,225.01 Up to R10.500 000 0.5000-8.0000 Please bear in mind that when we do a new facility for you and sell some of the current properties, new rates will apply. Sec. (, 10267 Your Interest rate will change quite significantly, but can only be determined once we know what security will be released and what security will remain. $(j_{1},j_{2},\ldots,j_{n})$ 3.13 19 Kind regards Ursula Willis | Private Banker | Absa Private Bank Tyger Valley Tel +27 (0)21 974 1600 | Mobile +27 (0)82 453 3639 | Email ursulaw@absa.co.za (mailto:ursulaw@absa.co.za) Tyger Valley Office Park 2, Ground Floor, Cor Willie Van Schoor &Old Oak Roads, Tyger Valley, 7530 🖞 absa.co.za n gestigen Ť. Absa Private Bank Assist - Call 0860 553 553 or e-mail privatebank@absa.co.za (mailto:privatebank@absa.co.za) for personal assistance COMPANY CONFIDENTIAL From: Lucky Montana (PRASA CORP) [mailto:tmontana@prasa.com [mailto:tmontana@prasa.com]] Sent: 21 August 2012 09:03 PM 5

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To: Ursula Willis (ursulaw@absa.co.za (mailto:ursulaw@absa.co.za))	
Subject: Emailing: Image.jpg	11
Dear Ursula	n in star Nationalistics

Please find my latest salary advise for the application for the new property in Waterkloof, Pretoria. I will complete the forms and send them back to you over the next two days. ÷.,

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Would you be so kind and also send me latest updates or rather balances on each of the properties. This is important in determining the properties to be disposed under the current economic conditions.

Kind regards

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Lucky Montana

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This message and associated files are intended only for the use of the individual of entity to which it is addressed.

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1

OFFER TO PURCHASE - FULL TITLE

Negotiated by: **TSHEPO LUCKY MONTANA IDENTITY NUMBER: 700425 5660 08 1** Of: 333 MAIN STREET, WATERKLOOF, PRETORIA (hereinafter referred to as "the Seller")

AND

We,

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED REGISTRATION NUMBER: 2013/059374/07 HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT IDENTITY NUMBER: 730518 5010 08 5 DULY AUTHORISED THERETO ("the Purchaser") Of: 1093 JUSTICE MAHOMED STREET, (formerly 375 Charles Street), BROOKLYN

Hereby offer to purchase from the registered owner ("the Seller") the property described in Clause 1 hereof ("the Property"), at the purchase price set out in Clause 2 hereof which shall include any Value Added Tax ("VAT") that may be payable ("the purchase price"), on the following terms and conditions:

1. <u>THE PROPERTY</u>

1.1. Erf No 359: PORTION Q, TOWNSHIP: PARKWOOD LOCAL AUTHORITY: CITY OF JOHANNESBURG REGISTBATION DIVISION: (R

PROVINCE: GAUTENG DIAGRAM DEED: T3960/938 EXTENT: 1006.00 SQUARE METRES HELD BY DEED OF TRANSFER: T48559/2008

1.2. Street address: 10 NEWPORT ROAD, PARKWOOD, JOHANNESBURG.

2. PURCHASE PRICE

- 2.1. The purchase price is: R6 800 000.00 (Six Million Eight Hundred Rand) payable to the Seller against registration of transfer of the Property.
- 2.2 A deposit of R2 500 000.00 (Two Million Five Hundred Thousand Rand) will be paid by the Purchaser to Loubser van der Walt Inc within 30 (thirty) days after signature hereof, which amount shall be held in trust and the Seller and the Purchaser agree that the deposit amount

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may be utilised, on behalf of the Seller, to render guarantees to Mariana Pera Attorneys in the transfer of Portion 1 of Erf 161 Waterkloof, from A.E. Wilson to the Seller.

- 2.3 The balance of the purchase price will be paid to Loubser van der Walt Inc's trust account within 90 (ninety) days after the signature hereof, which amount shall be invested in an interest bearing account with Investec Bank Limited, pending registration of transfer. All interest which occur thereof, shall accrue to the benefit of the Purchaser.
- 2.4 Loubser van der Walt Inc will issue acceptable guarantees against this purchase price for the purchase of Erf No 359, Parkwood, Johannesburg by the within Seller.

3. TRANSFER

Transfer shall be effected by the Attorneys Loubser van der Walt Inc forthwith.

4. TRANSFER COSTS

All costs of Transfer, including, but not limited to, Transfer Duty if applicable, and the costs of registering any mortgage bonds which may be required, as well as survey and diagram fees if applicable, and any VAT payable on such costs, shall be paid by the Purchaser. The Purchaser shall, on demand by the Conveyancer, pay to the Conveyancer such costs as are called for by the Conveyancer from time to time.

5. OCCUPATION

- 5.1 Vacant occupation of the Property shall be ginven to the Purchaser on date of Transfer of the property in the Purchaser's name.
- 5.2. The Purchaser shall not make any alterations or additions to the Property prior to Transfer, without the prior written consent of the Seller.
- 5.3. In the event of this contract being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvement of whatsoever nature he/she may have caused to be effected on the Property, whether wit or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or additions and if this agreement is cancelled or the sale lapses, the Purchaser shall forthwith and without notice vacate the Property.
- 5.4. The Seller warrants that the Property shall be maintained in the same condition from date of signature hereof to date of occupation by the Purchaser. The Purchaser warrants that the Property shall be maintained in the same condition from date of occupation by the Purchaser to date of Transfer, subject always to the Seller's liability for risk in the Property pending Transfer.

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6. POSSESSION AND RISK

On Transfer, possession of the Property and all the risks and benefits of ownership shall pass to the Purchaser.

7. ELECTRICAL INSTALLATION & ELECTRIC FENCE COMPLIANCE CERTIFICATE

- 7.1. The Seller hereby undertakes to furnish the Purchaser, prior to occupation by the Purchaser, or Transfer, whichever is the earlier, with a valid Certificate of Compliance and, if applicable, a test report in respect of the Property, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (No. 85 of 1993, as amended) (the Act and Regulations) and **Electrical Machinery Regulations 2011**. The Seller warrants that, as at date of occupation or Transfer, whichever is the earlier, there will have been no addition or alteration to the electrical installation on the property subsequent to the issue of such certificate.
- 7.2. All costs incurred in obtaining such a certificate and test report, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the Purchaser.
- 7.3. Upon the Seller furnishing the Purchaser with such a certificate and test report, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the property.

8. GAS INSTALLATIONS

- 8.1. The Purchaser shall at his/her expense, obtain a Certificate of Conformity from an authorized person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated thereunder (as amended from time to time). Any work that may be necessary in order for a Certificate of Conformity to be issued shall be effected at the expense of the Purchaser.
- 8.2. The Purchaser shall obtain the abovementioned certificate prior to Transfer of the property to the Purchaser, or the Occupation Date, whichever is the earlier, and lodge same with the Conveyancer.

9. WARRANTIES AND UNDERTAKINGS

9.1. The Seller warrants that, to the best of his knowledge and belief, all permanent structures, additions, alterations and extensions in and on the property are constructed in accordance with the plans which have been approved or that will be approved by the local authorities prior to Transfer but gives no further warranty thereof.

SS18-CO-049

- 9.2. The Property is hereby sold *voetstoots* and subject to all existing servitudes, Title Deed conditions and all other conditions which may exist in regard thereto, the Seller not being responsible for any deficiency nor benefiting from any excess found in the are thereof upon resurvey.
- 9.3. The parties hereto agree that this Agreement constitutes the entire Agreement between them and that no warranties or representations other than those contained herein shall be binding on any of the parties, or their agents nor are there any suspensive conditions to this Agreement which are not included herein. No variation, alteration or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 9.4. The parties warrant that the information contained in this Agreement and in the Personal Details, supplied by them, relating to them or which should reasonably be within their knowledge, is true and correct.
- 9.5. The Purchaser warrants that he has not been introduced to the property by any agent and that no agency is the effective cause of this sale.
- 9.6. The Purchaser warrants that the price reflected in Clause 2 hereof is the true consideration in this transaction with respect to the immovable property and that no other consideration is involved between the parties directly or indirectly.
- 9.7. Where the signatory to this Agreement does not sign in a personal capacity;
- 9.7.1. he/she warrants due authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any proposed mortgagee/s so as to enable fulfilment of any conditions in this Agreement;
- 9.7.2. If it transpires that the signatory was not so duly authorised, then this Agreement shall be deemed to be an Agreement of Sale to the signatory in his/her personal capacity and not to the represented party. The balance of the terms and conditions shall remain the same.
- 9.7.3. The signatory chooses the address stipulated on page 1 of this Agreement as his/her domicilium citandi et executandi.
- 9.8. The Purchaser and the Seller warrant that all the material terms of this Agreement have been adequately explained to them prior to signature of the Agreement.
- 9.9. The parties agree that this Agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa and consent to the exclusive jurisdiction of the South African Courts.

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9.10. Both parties, by their signature hereto, warrant that their tax affairs with the South African Revenue Services (SARS) are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

10. BREACH

- 10.1. Should either party commit a breach of any of the terms of this Agreement, and fail to remedy same within seven (7) days of being called upon, in writing, to do so, the aggrieved party shall be entitled, without prejudice to his/her rights, to claim any damages that he/she may have suffered as a result of such breach:-
- 10.1.1. to cancel the Agreement by written notice to the defaulting party; or
- 10.1.2. to claim specific performance by the defaulting party of his/her obligations in terms of this Agreement.
- 10.2. No latitude, extension of time of indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this Agreement.
- 10.3. Should this Agreement be cancelled, prior to Transfer, as a result of the Purchaser failing to comply with his/her obligations herein, or by consent between the Seller and the Purchaser, then the brokerage in terms of Clause 10.1 shall, notwithstanding the provisions of Clause 11.1, become due and payable immediately upon such breach or such cancellation and the Purchaser hereby assumes the Seller's obligations to pay the brokerage to Stylish Homes, and the Seller hereby cedes his/her right to claim same from the Purchaser, to Stylish Homes.
- 10.4. The Purchaser chooses his/her address as stipulated on page 1 of this Agreement, as the case may be, and the Seller chooses his/her address as stipulated on page 1 of this Agreement as the addresses at which they will accept delivery and service of all notices and legal process. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the by the addressee on the fourth day following the posting thereof by pre-paid registered post or on the date of delivery or transmission thereof if delivered by hand or if transmitted by fax or e-mail.
- 10.5. In the event of any party, having to consult with an attorney as a consequence of any breach of the terms of this Agreement by any party, then the defaulting party will be liable to pay the other parties' costs on the attorney and own client scale.

11. FIXTURES AND FITTINGS

The Property is sold with all fixtures and fittings of a permanent nature situated on it at the date of this offer, unless specifically excluded, which shall include but not be limited to, stove/s and

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extractor fan/s, all light fittings, pelmets and curtain rails, fitted carpets, blinds and awnings, pumps and engines, pool equipment and automatic pool cleaner, fitted alarm systems, electronic consoles and all external keys, bar stools, all fences and garden trees and shrubs and plants, TV aerial, DSTV Satellite Dish, Zozo/wendy hut/s, bathroom mirrors, security gates. The Seller warrants that all such fixtures and fittings are his/her property, are fully pald for and, at date of occupation, shall be in good condition and working order. The Purchaser undertakes to maintain the fixtures and fittings in the same good condition and working order from date of occupation to date of transfer.

12. SIGNATURE IN COUNTERPARTS

This Offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures.

13. PURCHASER

13.1. IF SIGNING IN A REPRESENTATIVE CAPACITY

Full name of Company PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED REGISTRATION NUMBER: 2013/059374/07 HEREIN REPRESENTED BY JAN ADRIAAN VAN DER WALT IDENTITY NUMBER: 730518 5010 08 5

Address of Purchaser entity: 1093 Justice Mahomed Street (formerly 375 Charles Street), Brooklyn, Prétoria ("domicilium")

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13.2.	SIGNED BY THE PU	URCHASER AT	Heton	<u>q</u>	(PLACE)	· .
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AS WIT	NESSES:	44.2 ¹⁴				
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			HEREIN REP		MARIAAN VAN DER WALT MBER: 730518 5010 08 5	
2.	Qualitz				("the Purchaser")	
		· . !				
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14.	SIGNED BY THE SELLER AT _	Pretonia	(PLACE)
	THIS 05	DAY OF May	20_ _4

AS WITNESSES:

1.

ISHEPO-LUCKY MONTANA

IDENTITY NUMBER: 700425 5660 08 1 ("the Seller")

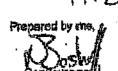
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Oine Bosho

000005257 12015

DEED OF TRANSFER

be it hereby made known:

THAT Marie Megdelene Coetzee

appeared before me, REGISTRAR OF DEEDS at Johannesburg the said Appearer being duly authorised thereto by a Power of Attorney signed at PRETORIA on 29 September 2014 and granted by:

TSHEPO LUCKY MONTANA IDENTITY MUNIBER: 709425 5565 ()P1 UNMARRIED

SS18-CO-054

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AND the Appearer declared that his/her said Principal had on 5 May 2014 Inuly and legally sold for the amount of R6 800 000,00 (SIX MILLION EIGHT HUNDRED THOUSAND RAND and that she, the said Appearer in his/her capacity efforesaid, did by these presents, cade and transfer, to and on behalf of:

Precise Trade and invest of proprietary limited Registration Number: 2013/069374/07

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

ERF SHI PARKWOOD TOWNSHIP REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG

Measuring: 1086 (one zero zero bix) square metres;

HELD BY Deed of Transfer T48558/2006

SUBJECT to the following special conditions:

- 1. THAT the Owner of the said Lot shall not have the right to construct read or grass houses or cattle kraals on the same.
- THAT the Conner of the said Lot shall not have the right to open or allow or cause to be opened thereon any Cantéen, Hotel, Restaurant or other place for the sale of wines, beer of spinituous liquors, or any shop or other business
 place transcover.
 - THAT the Owner or any lenant or occupier of the said Lot shall not do or suffer to be done on the same enviring noisome, injurious or objectionable, or which shall be proved to be a public or private nulsance, or a damage or a disturbance of the ewners, tenants or occupiers of land and buildings in the naighbourhood of the said Lot.
 - THAT no house, buildings, additions or alterations to houses or buildings whatsoever, shall be erected or made on the said Lot except such as shall have been approved by the TRANSVAAL CONSOLIDATED LAND AND EXPLORATION DOMPANY LIMITED and all buildings, except outbuildings, shall be dwelling houses. Drawings and specifications of all houses or buildings proposed to be erected from time to time by the owner or any tenant or cocupier of the said Lot, or any alignations and additions to such houses or buildings, shall be first approved by the said Company. Out-buildings shall not be used as dwellings except for servents.

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THAT the said Lot shall not be subdivided; and there shall not be erected more then one dwelling house, with the necessary out-buildings and accessories on the said Lot.

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THAT the Owner of the said Lot shall as soon as buildings have been precised thereon be bound to fence the said Lot nearly and property with wood or from palings or good wire fence, but he shall not have the right to erect an unsightly fence, such, as for instance, one of galvanized from nor shall the owner or any tenant or occupier or the said Lot have the right to erect any cut-buildings or other erections on the same within a space of 1.52 metres from such fence, without first having obtained the permission in writing of the said Company in every case. The said Company shall, however, have the right at any time to insist upon the erection by the owner of the said Lot of a painted gelvenised iron fence, stilkast 1.33 metres high, along the boundary of the Lot on the Sanitary Lane, shown on the General Plan of the said Township.

7. THAT the said Company (so long as it remains the Owner of any portion of said farm "BRAAMFONTEIN") or any owner of a Lot in the said Township of PARKWOOD shall at all times be entitled to enforce against the owner of any Residential Lot in the said Township (except such as are set aside for Government) all and every of the sforegoing special conditions — any owner of any lot in the said Township shall be empowered to enforce the fulfilment of any of the said special conditions as fully as if he were acting in the place of the said Company — the special conditions having been imposed for the benefit of the said Company.

AND FURTHER SUBJECT to such conditions as are mentioned or referred to in the atorespid Deed.

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

TSHEPO LUCKY MONTANA, UNMARRIED

heretofore had to the premises, did in consequence also acknowledge it to be entirely disposed seed of and disentitled to the same, and that by virtue of these presents, the seld:

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED; REGISTRATION NUMBER: 2013/069374/07

Their heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

SS18-CO-056

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IN WITNESS WHEREOF I, the said Registrar, logether 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

in my procen N. Ser REGISTRAR nee

2015-02-20 4.a. Aun

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ADDENDUM TO OFFER TO PURCHASE

entered into and between:

TSHEPO LUCKY MONTANA (Identity Number: 700425 5660 08 1) of 333 Main Street Waterkloof, Pretoria (hereinafter referred to as "the Seller")

and

PRECISE TRADE AND INVEST 02 (PTY) LTD (Registration Number: 2013/059374/07) herein represented by JAN ADRIAAN VAN DER WALT (Identity Number: 730518 5010 08 5) of 1093 Justice Mahommed Street, Brooklyn, Pretoria (hereinafter referred to as "the Purchaser")

- 1.2 The Parties wish to record the following as an Addendum to the Offer to Purchase.
- 2.1 The Parties agree that it will be the sole obligation of the Seller to complete and install the following on the property, namely:
 - 2.1.1 The swimming pool must be completed and fitted with a workable swimming pool pump to the satisfaction of the Purchaser;

2.1.2 The kitchen must be replaced to the satisfaction of the Purchaser. In this regard the Seller will convey and obtain drawings of the kitchen and kitchen equipment, to be submitted to the Purchaser, for his approval;

2.1.3 Construction on top of the garage must be completed;

2.1.4 All current tiling inside the house must be completed;

2.1.5 All renovations on all bathrooms must be completed;

2.1.6 Finalization of security system.

- 2.2 The Parties agree that all the above must be completed before transfer of the property.
- 2.3 The Parties specifically agree that all the above costs will be for the account of the Seller.

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3. LEASE AGREEMENT:

- 3.1 The Seller confirmed that a friend, Mr Sakkie Zamxaka, is currently residing on the premises, without paying any rent.
- 3.2 The Seller undertake to give vacant occupancy to the Purchaser within 30 (thirty) days after registration took place, in the event that the Purchaser and Mr S Zamxaka can not enter into a Lease Agreement for a minimum amount of R20 000.00 (Twenty Thousand Rand) per month, for a lease period of between 6 (six) to 12 (twelve) months.

THUS done and SIGNED at PRETORIA on this _25 day of JUNE 2014.

AS WITNESSES:

- 1. _____
- 2. _____

SHEPÓ LUCKÝ MONTANA

(Identity Number: 700425 5660 08 1) (the SELLER)

THUS done and SIGNED at PRETORIA on this _____ day of JUNE 2014.

AS WITNESSES: _____ 1. 2. PRECISE TRADE AND INVEST 02 (PTY) LTD (Registration Number: 2013/059374/07) herein represented by JAN ADRIAAN VAN DER WALT (Identity Number: 730518 5010 08 5) (the PURCHASER)

SS18-CO-060

"FA205"

W			VFH205
Eudenio Winkler From: Sent: To: Subject: Attachments:	riaan@louwalt.co.za 13 June 2014 08:23 tmontana@prasa.com RE: TL Montana Interiors Image001.jpg	дну.	2852
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HI Lucky			
• 		·	
Hope you are well .	1999 - 1997 1997 - 1997 1997 - 1997	• N	
Take note that I could not do the pa	ayment due to the bank account b	eing invälid	
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Kind Regards			
Vriendeilke Groete			
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Riean van der Walt	· • • •	end the s	· .
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- IMG [64]			
LOUBSER VAN DER WALT INC/ING	a dan Araba	•	
Attorneys - Notarles Conveyancer	5		
Prokureurs - Notarisse - Aktevery	/aardigers		
		: •	
375 Justice Mahomed Street, Bro	okiyn, Pretoria / Justice Mahamed	i Straat 375, Brookiyn, Pretoria	
👘 🕐 O BOX 1935, Brooklyn Square, G	2075 / Posbuš 1935, Brooklyn Sirk	el, 0075	
DOCEX 13, BROOKLYN			
Tei: (012) 460-1915/6	•••	<i>,</i> .	

Fax/Faks: (012) 450-1919

Fax/Faks: 086-720-8747

Email/Epos: riaan@iouwalt.co.za

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SS18-CO-061

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From: Lucky Montana (PRASA CORP) [mailto:tmontana@prasa.com]

Sent: 10 June 2014 12:00 AM

To: rizan@louwalt.co.za

Subject: TL Montana Interiors

Croit Dear Riaan

3.4

Can I request that we pay from the proceeds of the sale of my house an amount of R79, 576.92 for interior work done for me. The payment should be made out to the following: Team Austin

Absa Bank

Cheque Account

Account Number: 405 078 07

Code: 632005

Ref number: TL Montana Interiors

I will also send through to you other involces for payment from the same proceeds within the next two days.

Altrust you find the above in order.

Kind regards

Lucky Montana

This message and associated files are intended only for the use of the individual of entity to which it is addressed.

SS18-CO-062

It may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient, any dissemination, copying or distribution thereof is strictly prohibited, if you have received this message in error, please notify us immediately by replaying to the message and deleting it from your computer.

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<u>.</u>			1 thrall our
			' FAZO6" 285
Eudenio Winkler			
From: Sent	Lucky Montana (PRASA 30 June 2014 16:19	CORP}	
To: Subject:	'riaan@louwalt.co.za' Request for Various Pay	ments from the Proceeds of the Sa	le of ERF 359, Parkwood
With a		i G Patta Talan	
thop			
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Dear Risan			
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I trust you are keeping well and tha	it you had a greatweekend.	·	et Soc
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without further delay. I am under p theoroceads of the sale as well as s	start realizing the savings of	contractor for additional work and hi f my monthlyinstailment of the bond.	
Regioneras er tile tele kommunika Reg			
Real and a second secon	,		ste and we could reconcile
In the meantime, I request for you	make the following urgent finally registered:	payments from the proceeds of the s	ale and we could reconcile
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in the meantime, I request for you the numbers whenthe property is	finally registered:	payments from the proceeds of the s	ale and we could reconcile
in the meantime, I request for you	and Taxes, Electricity for ERI	payments from the proceeds of the s	ale and we could reconcile
fee In the meantime, I request for you the numbers whenthe property is	and Taxes, Electricity for ERI	payments from the proceeds of the s	ale and we could reconcile
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In the meantime, I request for you the numbers whenthe property is 1. City of Johannesburg (Rates a Account Number - 207541165 Amount: R150, 000.00	and Taxes, Electricity for ER	payments from the proceeds of the s	ale and we could reconcile
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B_{v, †} ∏L Montana

Credit Card

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AccountNumber -4787 6900 5597 0023

Amount:R250, 000.00

g Sunburst Corporate Catering Services (Pty) Ltd

VAT No: 4310262680

Involce Number; INV0000310

Nedbank

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(Account Number: 1049753127

Branch: 198765

Amount: R110, 800.00

Ref No; TL Montana

I trust that you will find the above in order.

Kind regards

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Lucky Montana

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" FA 207-1" .

Philip Thorne	
From: Sant:	Jasper Mnukwa Friday, August 15, 2014 9:03 AM
To:	Lucky Montana (PRASA CORP)
Subject: Attochments:	#10 Newport view 1.jpg; Newport view 2.jpg; Newport view 3.jpg; Newport view 4.jpg; Newport view 5.jpg; Newport view 6.jpg

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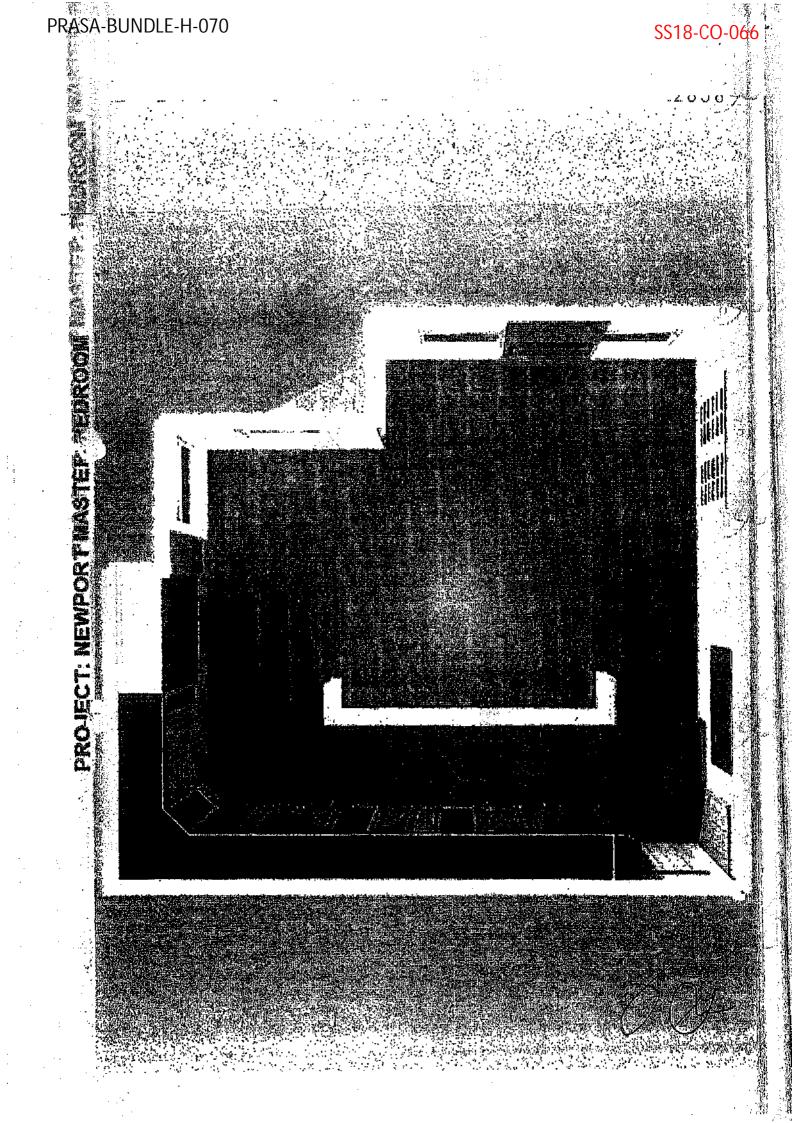
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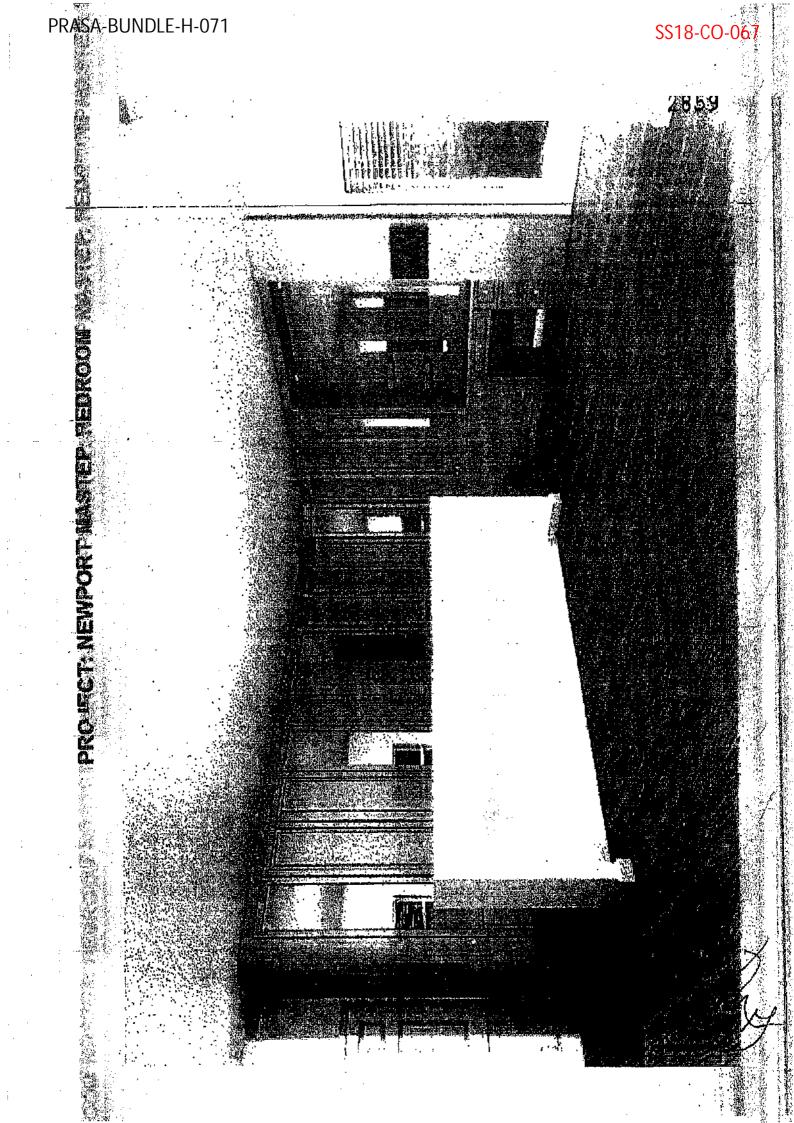
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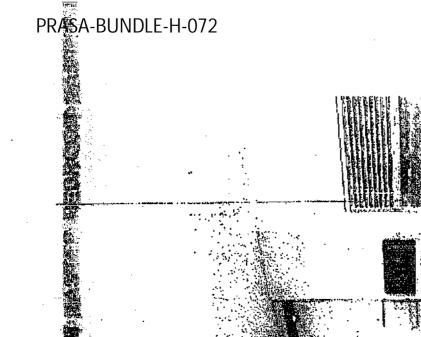
Good morning GCEO

Attached are proposed designs for #10...

Regards Jesper



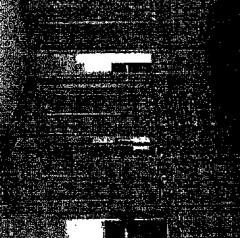


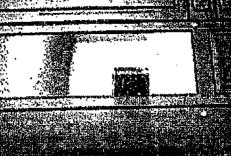


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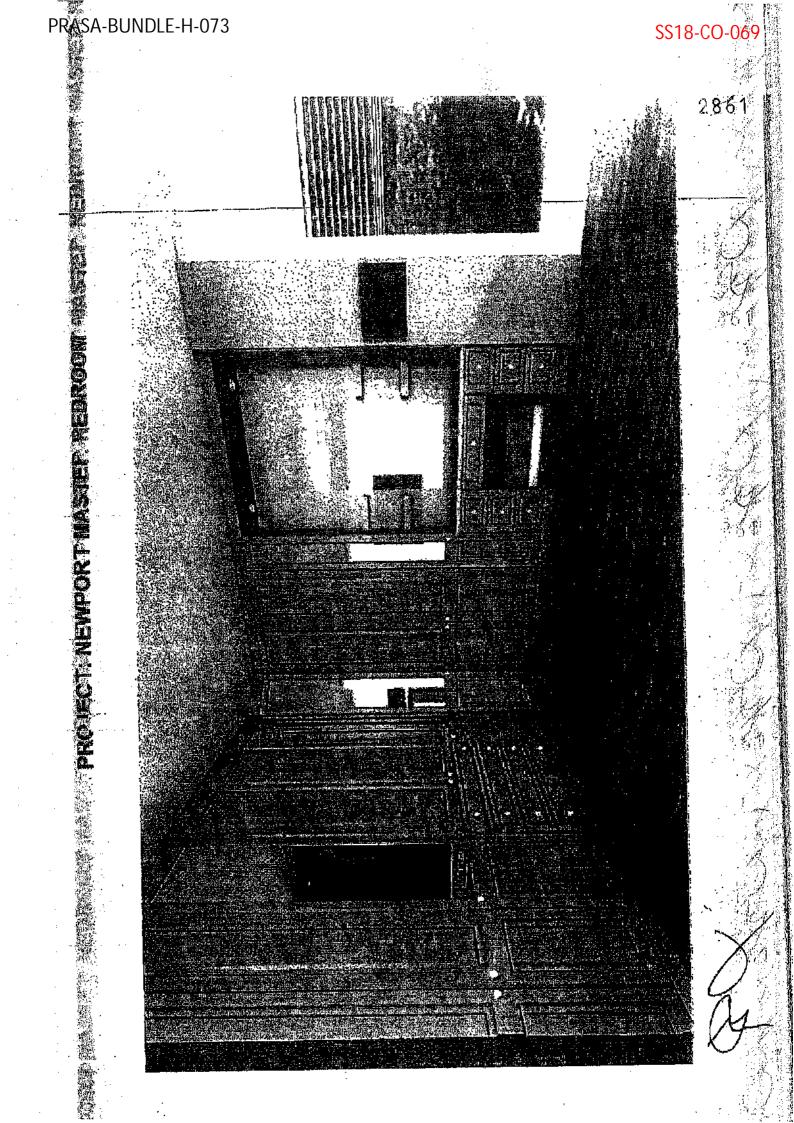
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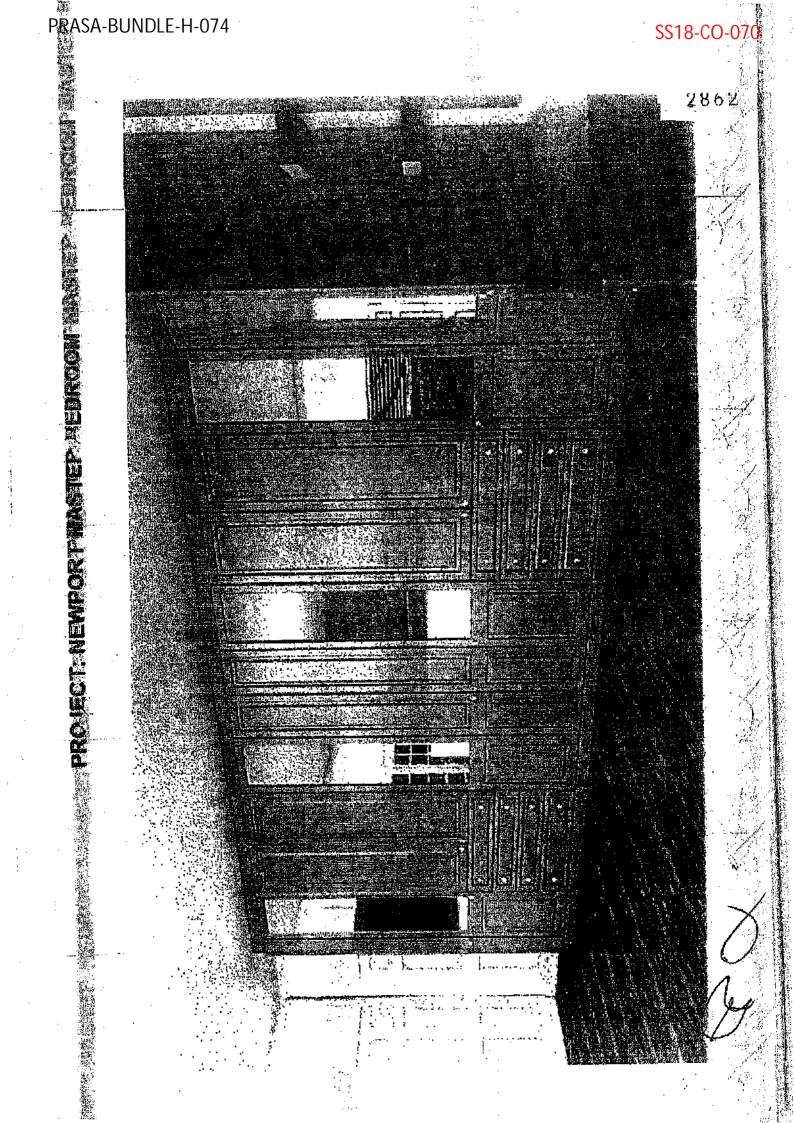


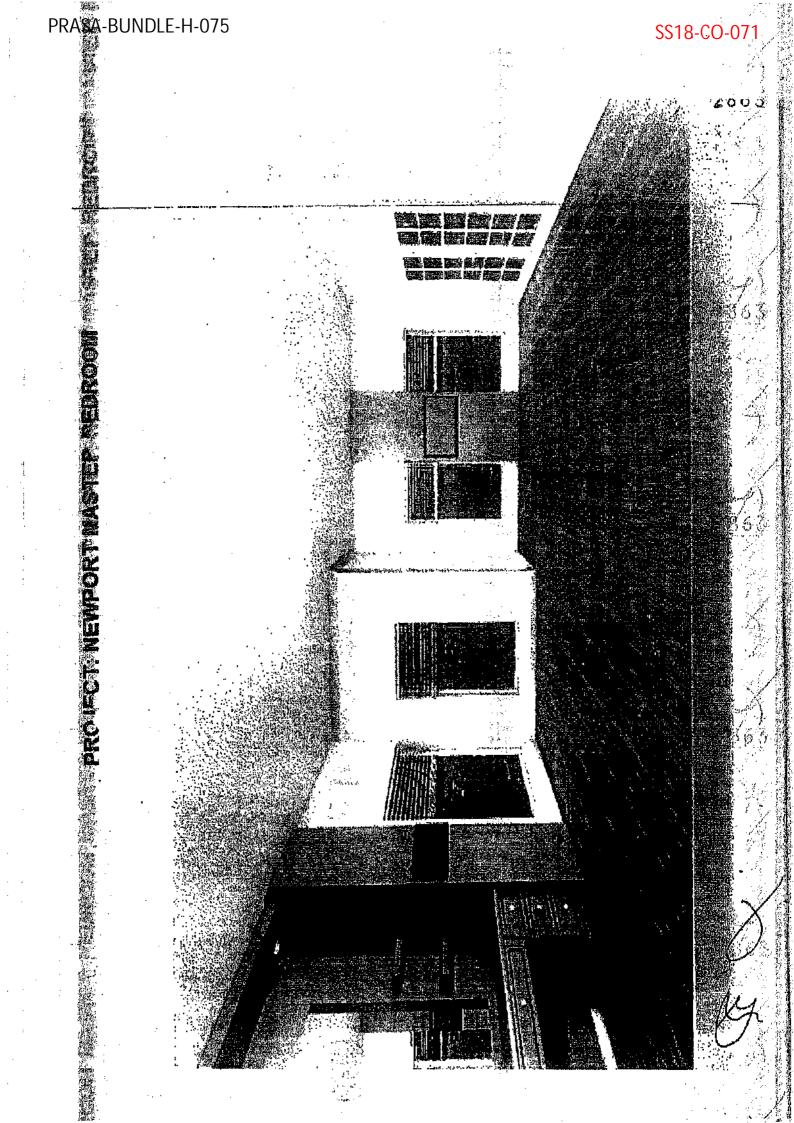




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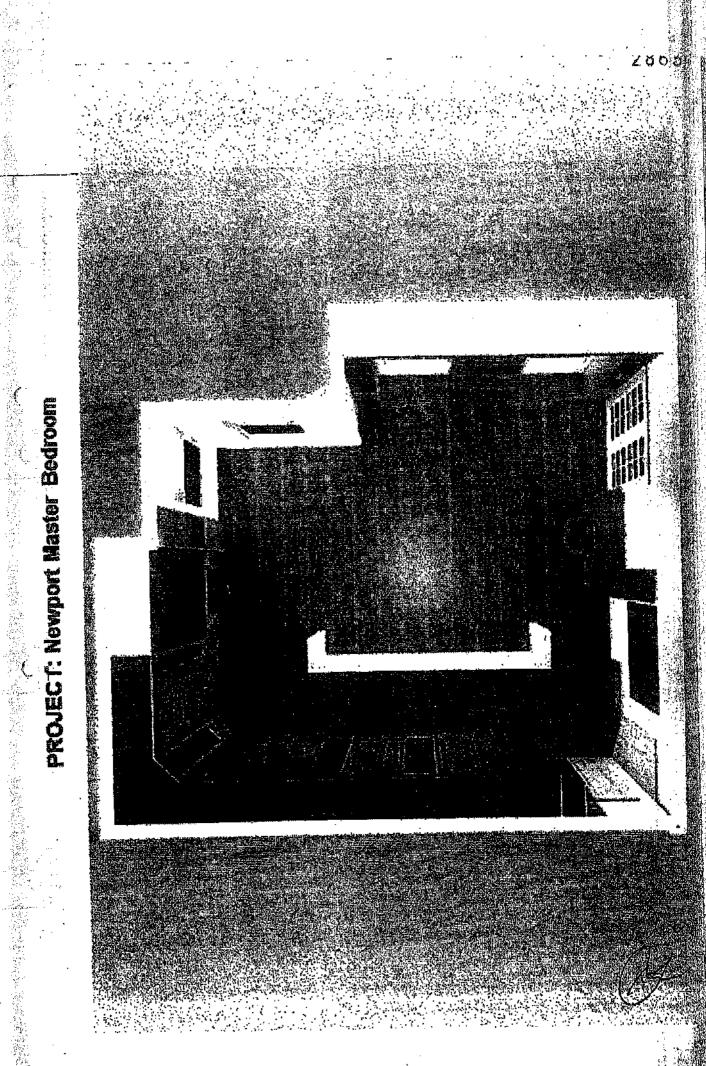


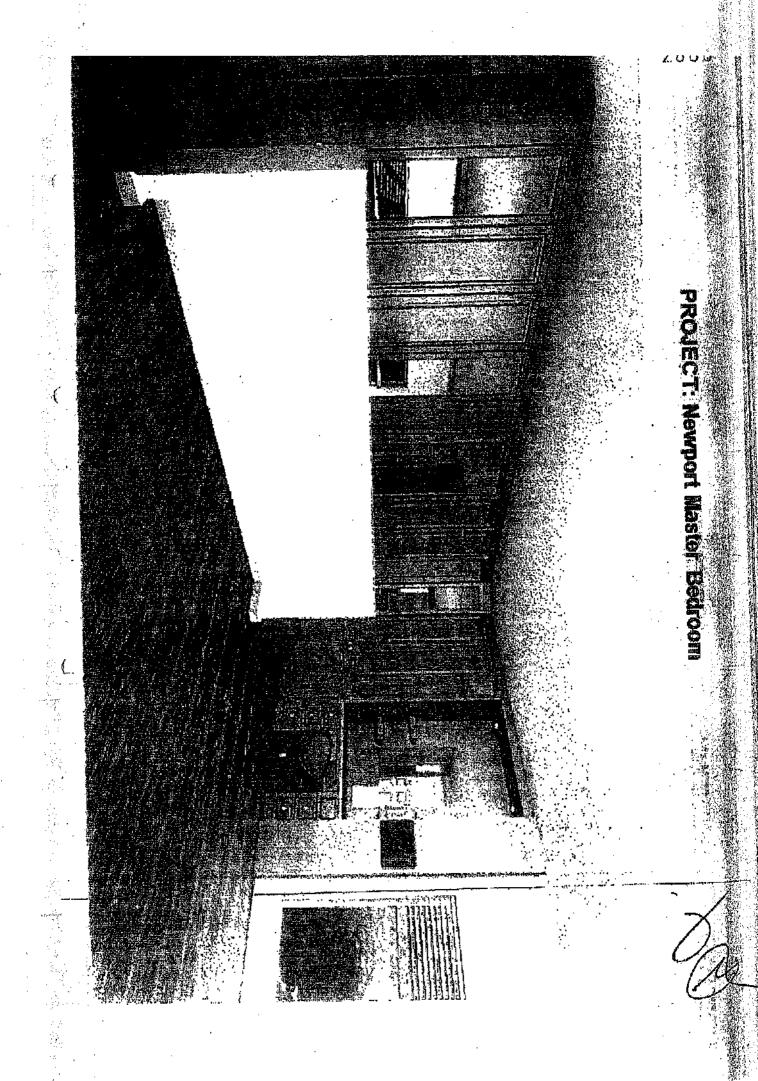


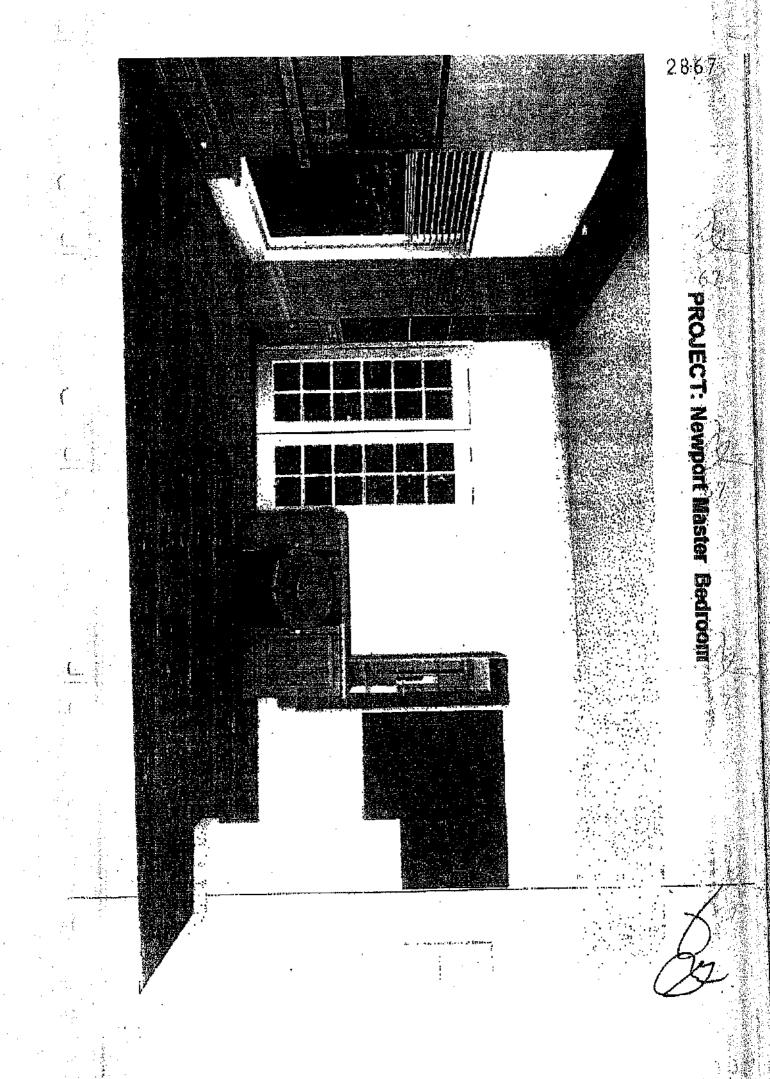


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Philip Thorne			
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From:	Jasper Mnukwa Tuesday, August 19, 2014	10:09 PM	
Sent: To:	Lucky Montana (PRASA C	(ORP)	
Subject		oom port view 8.jpg; Newport view 9.jpg	ي: Newport view 10.ib
Attachments:	Newport view 7,1pg; New	bolt new pibe, recorded to the other	
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GCEO,	M. 		
The attached 2 N/c are in	fact part of the set of what 1 forw	arded to you on Friday,	
His attached on 2 are in			
Regards	1. 19 <u>1</u> e -		
Jasper	S. K.L. O		
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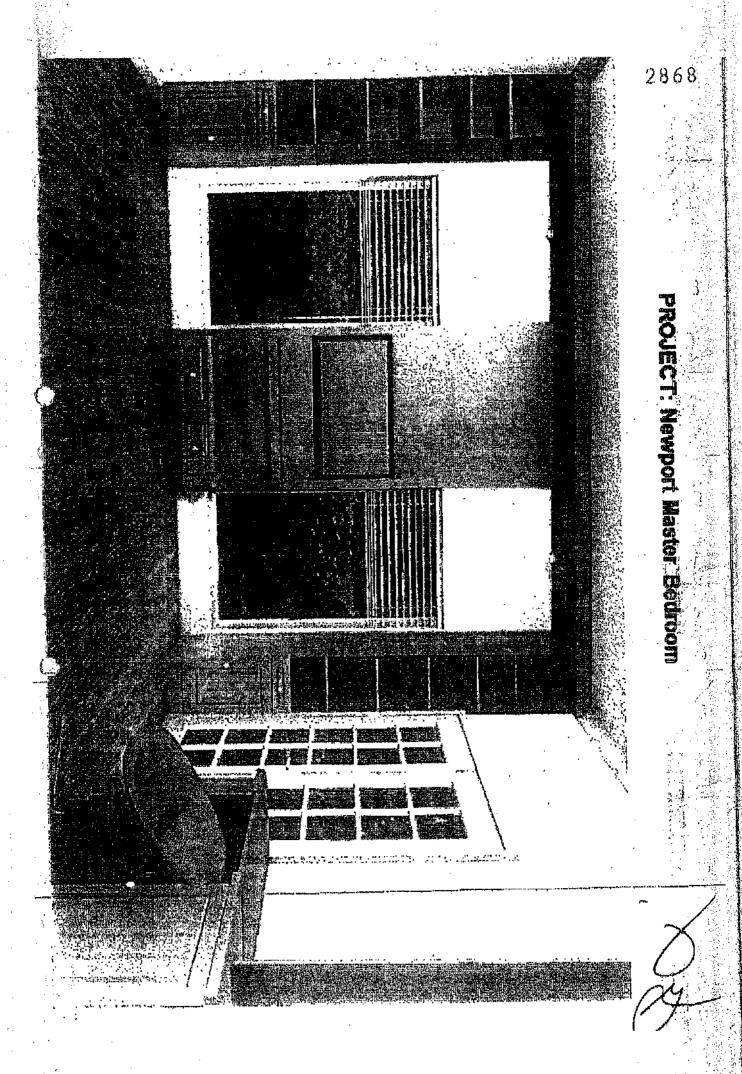












SS18-CO-077

" FA 207.2"

2869

Philip Thorne

From:	Justin John <justin@justinteriors.co.za></justin@justinteriors.co.za>
Sent:	Tuesday, September 2, 2014 7:14 AM
To:	Lucky Montana (PRASA CORP)
Subject:	Newport 10
Attachments:	NEWPORT REVISED 1.1.jpg; NEWPORT REVISED 1.jpg; newport master bedroom
	revised.jpg; Newport view 5.jpg; newport master bedroom quote revo2 (1).pdf

Good Morning Mr.Montana

Hope you are well, as per my call yesterday as mentioned I am still waiting to get approval &a deposit to start the master bedroom, we have now lost two full weeks of production & the importance of this project concerns me. Attached are the plans with two options please advise on the layout that you require. I have also changed the dressing table set up please advise?

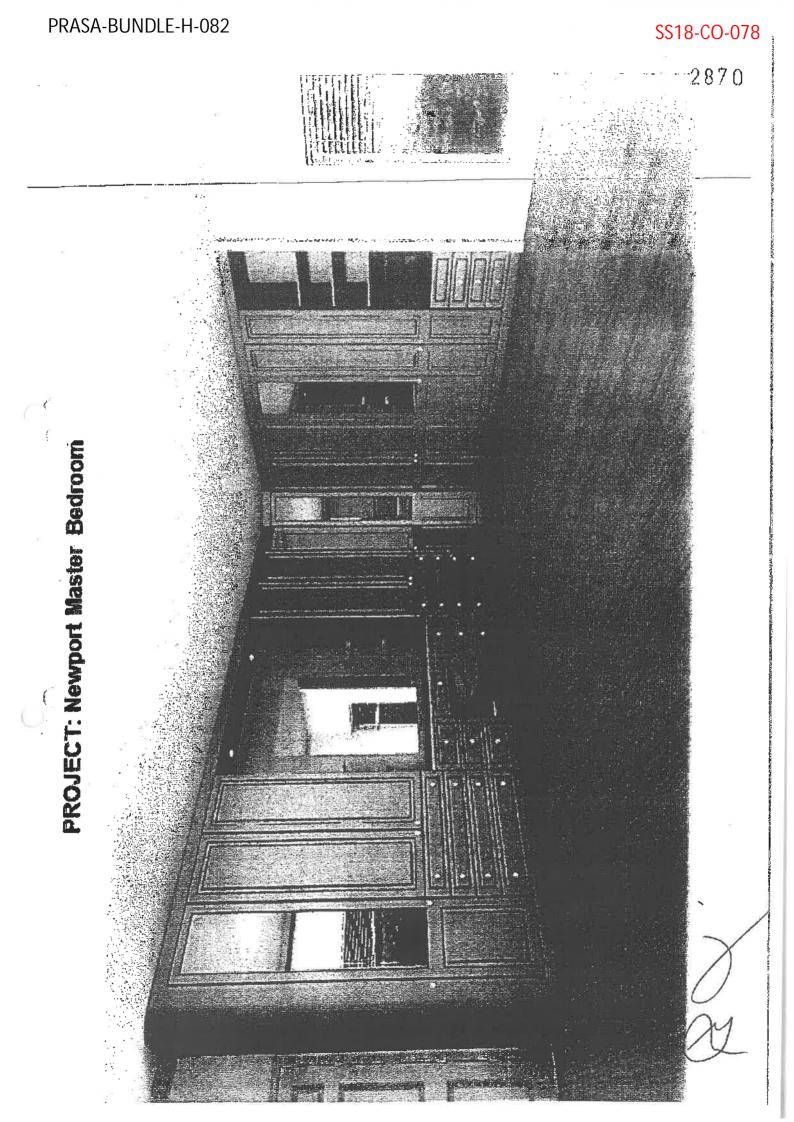
' have also not yet received the balance of R 165 000 .00 for the kitchen that was supposed to be paid by end off July y Colin.

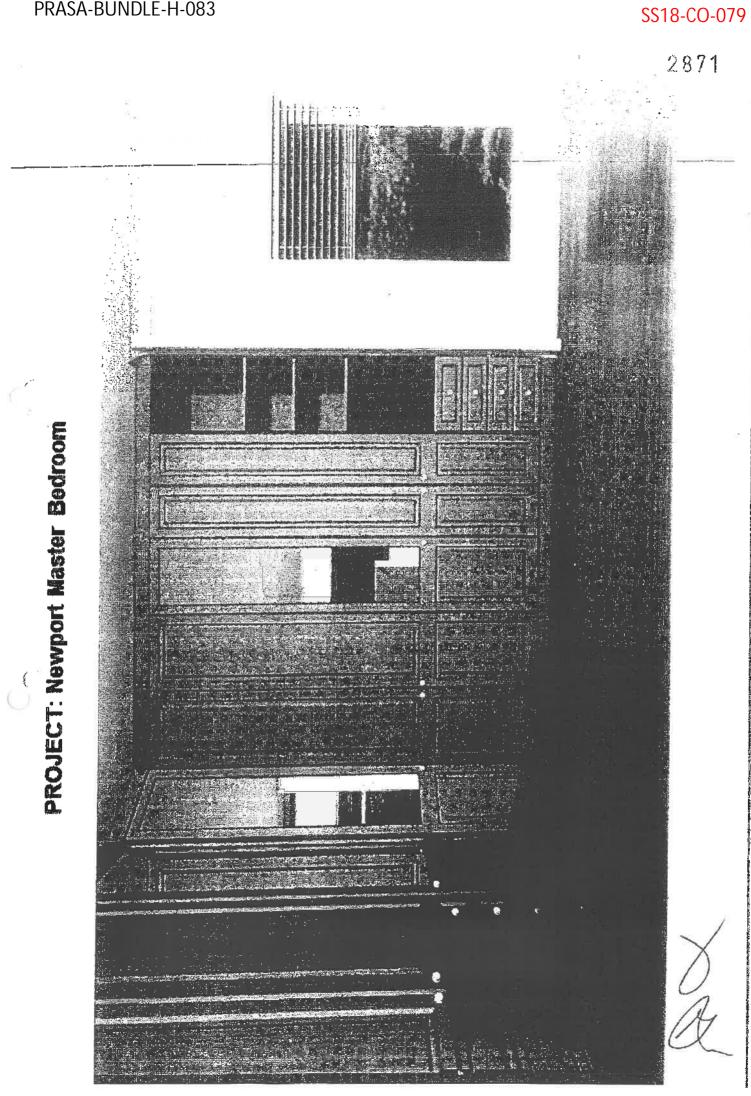
He as made promises but as not kept to his word, I don't like to put pressure on you but I am a small guy &its more that 30 days &my suppliers are now putting pressure.

I trust that you will resolve the above matter as I am looking forward to start work on the Master Bedroom Project.

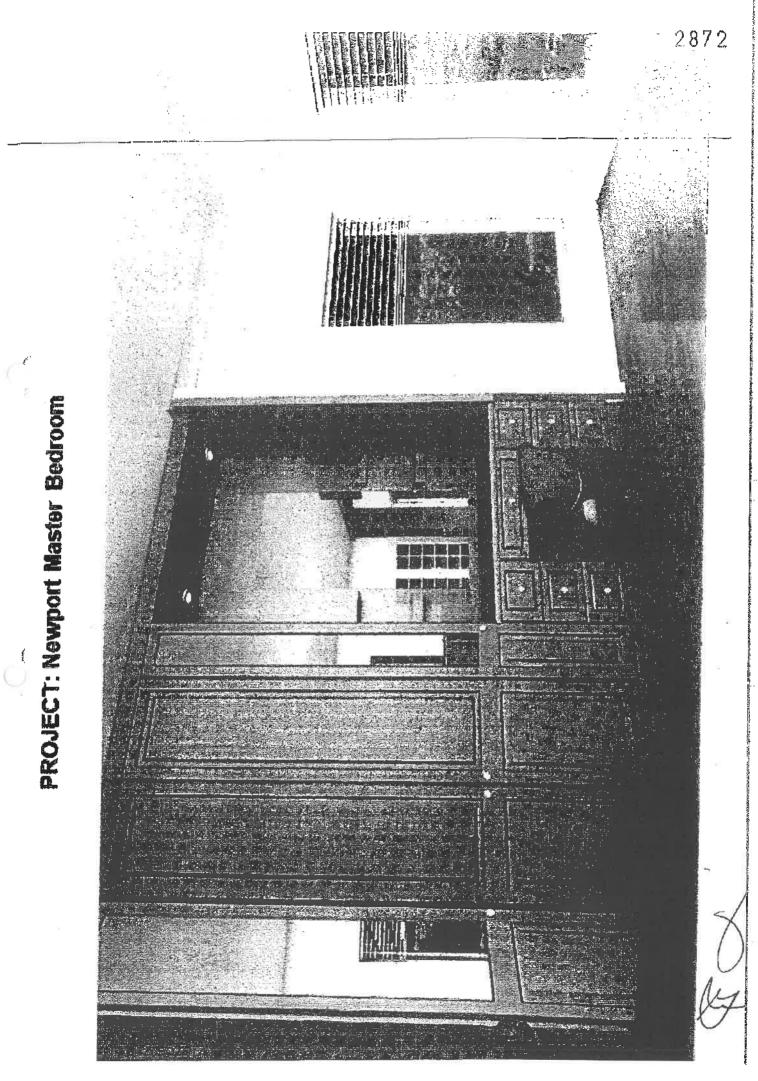
Kind Regards Justin John Just interiors 0844 33 22 46



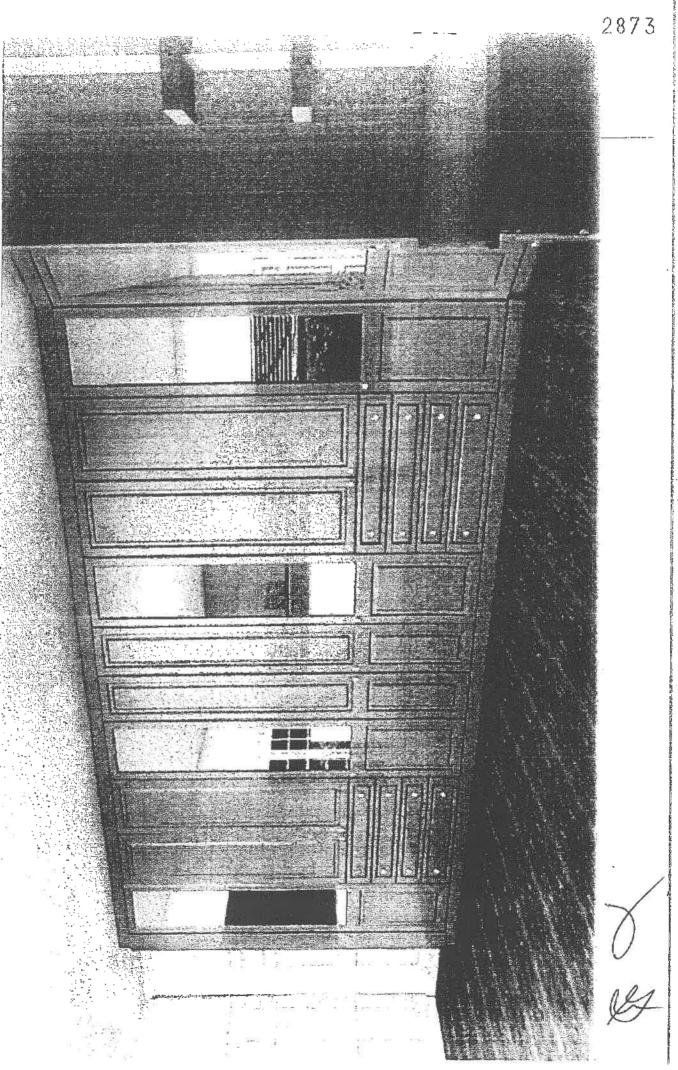








SS18-CO-081



PROJECT: NEWPORT MASTER RUNROOM

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SS18-CO-082

	kitchens	-
 2010	bedrooms	
	bathrooms	
	shop-fitting	
la de la la companya de la companya La companya de la comp		ŝ
Project: Newport	Job No: 15084 REV01	
Jeb Description: Design, Manfacture & Instell Custom Bedroom Address: Newport 10	Cabinets	
Date: 27 August 2014 Quotation		
QTY	RATE Total	
<u>Job Detail</u>		
To supply & install bedroom cabinets as per plan		
1.1 Rounded display cabinet 300mm	1 R 9650.00 R 90	550.00
1.2 Mirror door cabinet 500mm with shelving	2 R 12 500.00 R 25 6	000,00
1.3 Drawer cabinet with pull down rails 1000mm	2 R 23 200.00 R 46 4	100.00
1.4 Angled shoe shelf cabinet with mirror door 500mm	2 R 14 600,00 R 29 2	00.00
1.5 Double hanging rail cabinet 740mm	1 R 16 500.00 R 16 5	00.00
1.6 Walk in 900mm x900mm corner cabinet with mirror door	R 21 700.00 R 21 7	00.00
1.7 Pull down rail & shelving cabinet 1000mm	1 R 19800,00 R 198	00.00
1.8 Cosmetic cabinet 300mm	1 R 6800.00 R 68	00.00
1.9 Make-up station & vanity 1400mm	1 R 17480.00 R 174	80.00
1.10 Book case cabinet 400mm	2 R 9800.00 R 1960	/
1.11 Tv wall cladding with floating drawers	1 R 9800.00 R 980	00.00
1.12 Tv bulk-head	1 R 6950,00 R 695	io.oo

SS18-CO-083

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1.13 LED lighting	1 R 11 500.00 R 11 500.00				
Carcase Coinbra Melamine 2mm pvc impact edging					
Doors and exposed panels PVC Wrap Walnut					
cabinet hardware hinges & drawers with soft close					
Price includes delivery & installation					
Terms:Deposit 70%, balance on completion	Sub Total	R 240 380.00			
	vat	R 33 653.20			
	Total	R 274 033.20			
	Deposit	R 191 823.24			
	Final total	R 82 209.96			
Banking Details					
Standard Bank Northgate					
Account Name: Just Interiors	· 2				
Account Number 402491122					
Branch Code: 1106					
Registration No: 2012/008578/07					
Vet No: 4170261111					
NHBRC Registration No: 1-121258315					
KSA (Kitchen Specialists Association) Feb2012					
Director: Justin John					

office: 011 042 9075 | cell no: 084 433 2246 | fax no: 086 725 7719 | email: info@justinteriors.co.za Unit 95 Travallyn Park, cnr River Rd, Kyasand, Randburg

8318-CO-084

287

" FA 207.3

Eudenio Winkler

Lucky Montana (PRASA CORP) 21 October 2014 13:38 riaan@louwalt.co.za FW: Jasper Tax Invoice.pdf Jasper Tax Invoice.pdf, ATT00001.txt

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Dear Riaan

Attachments:

From:

Sent:

Subject:

To:

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This invoice is for the design, manufacture and installation of the modern kitchen units. In Addition, I have spent over R40 000 for the appliances purchased from Miele in Johannesburg. I will forward the invoices from Miele as well.

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Sent: Tuesday, October 21, 2014 1:11 PM

To: Lucky Montana (PRASA CORP)

Subject: FW: Jasper Tax Involce.pdf

-----Original Message-----

From: Jasper Mnukwa

Sent: 16 October 2014 12:05 PM

Te: Lucky Montana (PRASA CORP)

Subject: FW: Jasper Tax Involce.pdf

GCEO,

Attached is the document per #10.

Regards

Jasper

-----Original Message-----

From: Justin John [mailto:lustin@justinteriors.co.za]

Sent: 19 May 2014 10:33 AM To: Jasper Mnukwa Cc: jasper.mnukwa@gmail.com Subject: Jasper Tax invoice.pdf

Hi Jasper

1:42

Please find attached invoice for the deposit please action this.

We need to move with speed.

Thanks

Justin

Just interlors

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SS18-CO-086

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Jab No: 15082

Attention: Jasper Job Description: Design, Manfacture & Install Custom Kitchen Cabinets Date: 19 Mey 2014 Involce

Tax Invoice			
	QTY	RATE	
Main Kitchen			
To supply & install Custom cabinets as per plan.			
1.1 Three drawer Blum excludes accessories		\$ R	18,760.00
3 x 700mm (w) X 720mm (h) x 560mm (d)			
1.2 Tall oven Miele cabinets			
2 x 632mm (w) X 2100mm (h) X 600mm (b)		2 R	16,200.00
· 御· 台 *>			٠
1.3 Flap door unit standard mechanism			
1 x 500mm (w) x 590mm (h) x 320mm (d)		1 R	7,950.00
1.4 Floating shelves duco finish			
2 x 600mm (w) x 60mm (h) x 150mm (d)		2 R	3,100.00
1.5 High-Gloss Red back panels Toughen Glass			
1 x 2200mm (w) x 400mm (h)		1 R	4,400.00
· .			
1.6 Top Bulk-heads High -Gloss (Area Co			
1 x 2200mm (w) x 300mm (d)		1 R	4,150.00
1.7 Three drawer Blum excludes accessories			
2 x 825mm (w) X 720mm (h) X 560mm (D)		2, R	19,860.00
n provident project			
1.4 Standard base cabinets			
2 x825mm (w) x 720mm (h) X 559mm (d)		2 R	9,100.00
Z. VORAHAD (M) V - ANTON (MET JUBBO) - 1 - Z			

1.5 Tall Angled Floor cabinet

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SS18-CO-087

	· · · · · · · · · · · · · · · · · · ·			2879
	1 x 400mm (w) X 2100mm (h) x 560mm (D)	18	12,400.00	
·.	1.6 Above fridge cabinets			
C.	1 x 950mm (w) X 300mm (4) X 450mm (D)	1 R	5,950.00	
	1.7 Floating shelves duco finish		·	
Ŷ	2 x 385mm (w) x 60mm (h) x 150mm (d)	2 R	2,650.00	•
	2 x 405mm (w) x 60mm (b) x 150mm (d)	2 R	2,850.00	
	1.8 High-Gloss Red back panels Toughen Glass			:)
	1 x 385mm(w) x 900mm (h)	1 R	1,770.00	
	1 x 405mm (w) x 900mm (h)	1 R	1,950.00	
(1.9 Top Bulk-heads High -Gloss <u>(SOreer</u> 1 x 3400mm (w) x 300mm (d)	1 R	S,950.00	•
· .				
ŧ	1.11 Caesarstone Counter tops (Nought 20mm)			•
•	1 x 2200mm (w) x 600mm (d)	1 R	5,280.00	
	1 x 3300mm (w) x 600mm (d)	1 R	7,920,00	7 e ^{1 -}
	- mages			
	<u>Skutlery</u>			
	2.1 Tall "L" Shaped Pantry cabinet			•
	1 x 1050mm (w) x 2100mm (h) x 600mm (d)	1 A	17,300.00	
•	156).rar 			
	2.2 Standard base cabinet			. • •
Č	1 x 500mm (w) x 720mm (h) x 560mm (d)	1	R 5,500.00	
•	6.9 Blad comer relation			
	2.3 Blind corner cabinet 1 x 1000mm (w) x 720mm (h) x 560mm (d)	1	R 9,850.00	٦. '
	2.3 Standard base cabinets			
	3 x 461mm (w) x 720mm (h) x 560mm (d)	3	R 7,100.00	
	~ 6 <u>0</u> 0			
	2.4 Flap door cabinet Standard Mechanism			:
	1 x 1100mm (w) x 590mm (h) x 320mm (d)	1	R 13,300.00	
	()S+1			
· · · ·	2.5 High-Gloss Red back panels Toughen Glass			·
,	1 x 1200mm (w) x 1100mm (h)	1	R 6,600.00	
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million and the			2880
2.6 Floating Shelves duco			
2 x 1200mm (w) x 150mm (d) x 60mm (h)	2	R 2,350.00	
2,7 Caesarstone counter tops (Noughat 20mm)			ŕ
1 x 3700mm (w) x 600mm (d)	1	R 8,880.00	
1 x 500mm (w) x 600mm (d)	1	R 1,200.00	
			<u>_</u>
2.8 Top Bulk-head High Gloss	•		
1 x 3700mm (w) x 300mm (d)	1	R 6,660.00	
	·		
Lighting			
3.1 Under-counter LED lighting	10	R 1,250.00	•
· .			
3.2 LED down lights	7	R 1,250.00	
Plugs			. •
4.1 Supply & Install new plug point 4 x 4 double to new	8	R 1,450.00	
position			· · ·
			5.14
Plumbing.			• • • •
5.1 Supply Frankie Perp bowl with tap & waste fittings	1	R 3,660.00	
5.2 Install water & waste points for prep bowl & connection	1	R 4,8 50.00	
- ; - · · · · · · · · · · · · · · · · ·			
5.3 Supply doubl bowl Frankle sink with tap & waste	1	R 6,250.00	
fittings			
5.4 Installation of sink	1	R 1,250.00	•
• .			••.
5.5 Washing & Dish-washer connections & pipe work	2	R 1,850.00	
Appliance Installation (Miele)			
4.1 Gas Installation	1	R 13,960.00	
Install gas copper line with safety vavie			
Housing for gas bottle 19kg			
Supply Gas bottle 2 x 19kg			
Gas connection to hob			
CONTRACTOR OF THE CONTRACTOR			
4.2 Electrical connection of gas hob	1	R 1,350.00	
	1	R 1,450.00	1 1
Re-position electrical point			1_
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SS18-CO-089

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4.3 Miele Ovens 4 R 975.00 Re-position electrical points 1 R 1,060.00 Supply & install new isolator 1 R 1,060.00 Electrical connection of ovens 4 R 1,350.00 4.4 Extractor 1 R 1,450.00 Re-position electrical point 1 R 1,450.00 Supply & install plug point 1 R 875.00 Install extractor vent pipe with pipe works & grill 1 R 4,850:00 Install extractor 1 R 1,950.00 Blum Accessories 2 7.1 Cutlery /Universal sets 4 R 4,550.00 7.2 Kitchen Untensils/ Spice / Bottles 5 R 4,950.00 5 R 4,950.00 7.3 Pot / Crockery / Plate racks 5 R 4,950.00 5 R 4,950.00 Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm Work tops Cearstone 20mm	Supply & install new isolator	1	R 1,060.00
Re-position electrical points 1 R 1,060.00 Supply & install new isolator 1 R 1,060.00 Electrical connection of ovens 4 R 1,350.00 4.4 Extractor 1 R 1,450.00 Re-position electrical point 1 R 1,450.00 Supply & install plug point 1 R 875.00 Install extractor vent pipe with pipe works & grill 1 R 4,850.00 Install extractor 1 R 1,950.00 Blum Accessories 2 7.1 Cutlery /Universal sets 4 R 4,950.00 7.2 Kitchen Untensils/ Spice / Bottles 5 R 4,950.00 7.3 Pot / Crockery / Plate racks S R 4,950.00 Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm	4.3 Miele Ovens		5 076 00
Supply & install new isolator 4 R 1,350.00 Electrical connection of ovens 4 R 1,350.00 4.4 Extractor 1 R 1,450.00 Re-position electrical point 1 R 875.00 Supply & install plug point 1 R 4,850.00 Install extractor vent pipe with pipe works & grill 1 R 1,950.00 Install extractor 1 R 1,950.00 Blum Accessories 4 R 4,850.00 7.1 Cutlery /Universal sets 4 R 4,950.00 7.2 Kitchen Untensils/ Spice / Bottles 5 R 4,950.00 7.3 Pot / Crockery / Plate racks 5 R 4,950.00 Notes: Carcase MDF 16mm Double face (Green friendly) 5 R 4,950.00 Doors & exposed panels Niemann (Germany) 20mm 5 1	Re-position electrical points		•••••
Electrical connection of ovens 4.4 Extractor Re-position electrical point Supply & Install plug point Install extractor vent pipe with pipe works & grill Install extractor Bium Accessories 7.1 Cutlery /Universal sets 7.2 Kitchen Untensils/ Spice / Bottles 7.3 Pot / Crockery / Plate racks Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm		-	•
Re-position electrical point1R 1,450.00Supply & install plug point1R 875.00Install extractor vent pipe with pipe works & grill1R 4,850.00Install extractor1R 1,950.00Blum Accessories4R 4,550.007.1 Cutlery /Universal sets4R 4,550.007.2 Kitchen Untensils/ Spice / Bottles5R 4,950.007.3 Pot / Crockery / Plate racksSR 4,950.00Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm20mm		4	R 1,350.00
Re-position electrical point1R 875.00Supply & Install plug point1R 4,850.00Install extractor vent pipe with pipe works & grill1R 4,850.00Install extractor1R 1,950.00Blum Accessories4R 4,550.007.1 Cutlery /Universal sets4R 4,550.007.2 Kitchen Untensils/ Spice / Bottles5R 4,950.007.3 Pot / Crockery / Plate racksSR 4,950.00Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm20mm	4.4 Extractor		b 1 450 00
Supply & Install plug point Install plug point Install extractor vent pipe with pipe works & grill Install extractor Install extractor	Re-position electrical point		•
Install extractor vent pipe with pipe with pipe with size grin 1 R 1,950.00 Install extractor 1 R 1,950.00 Blum Accessories 4 R 4,850.00 7.1 Cutlery /Universal sets 4 R 4,950.00 7.2 Kitchen Untensils/ Spice / Bottles 5 R 4,950.00 7.3 Pot / Crockery / Plate racks S R 4,950.00 Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm			·
Install extractor	Install extractor vent pipe with pipe works & grill		
7.1 Cutlery /Universal sets4R 4,SS0.007.2 Kitchen Untensils/ Spice / Bottles5R 4,950.007.3 Pot / Crockery / Plate racksSR 4,950.00Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm	Install extractor	1	R 1,950.00
7.1 Cutlery /Universal sets 5 R 4,950.00 7.2 Kitchen Untensils/ Spice / Bottles 5 R 4,950.00 7.3 Pot / Crockery / Plate racks 5 R 4,950.00 Notes: Carcase MDF 16mm Double face (Green friendly) 5 Doors & exposed panels Niemann (Germany) 20mm	Blum Accessories		
7.2 Kitchen Untensils/ Spice / Bottles 7.3 Pot / Crockery / Plate racks Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm	7.1 Cutlery /Universal sets	4	R 4,SS0.00
7.3 Pot / Crockery / Plate racks Notes: Carcase MDF 16mm Double face (Green friendly) Doors & exposed panels Niemann (Germany) 20mm	7.2 Kitchen Untensils/ Spice / Bottles	5	R 4,95 0.00
Doors & exposed panels Niemann (Germany) 20mm	7.3 Pot / Crockery / Plate racks	S	R 4,950.00
Doors & exposed panels Niemann (Germany) 20mm	Notes: Carcase MDF 16mm Double face (Green friendly)		
	Doors & exposed panels Niemann (Germany) 20mm	,	
	Work tops Cearstone 20mm		

Blum hinges & Draw slides push to open funcition

Consumables included

Price includes delivery & installation

Terms: Deposit 60%, balance on completion

Sub Total vat Total Discount Total

Deposit Due 60% Balance due on completion

Banking Details Standard Bank Northgate Account Name: Just Interiors Account Number 402491122 Branch Code: 1106 <u>Registration No: 2012/008578/07</u> <u>Vat No: 4170261111</u> <u>NHBRC Registration No: 1-121258315</u>

SS18-CO-090

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KSA (Kitchen Specialists Association) Feb2012 Director: Justin John

office: 011 042 9075 [coll no: 084 433 2249 [fax no: 088 725 7719] email: [bfo@]ssimleriors.co.za Unit 95 Travallyn Park, onr River Rd, Kyasand, Randburg

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Total

R 56,280.00

R 32,400.00

R 7,950.00

R 6,200.00

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R 4,400.00

R 4,150.00

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SS18-CO-092

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R 12,400.00

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R 5,300.00 R 5,700.00

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R 474,375.00 R 66,412.50 R 540,787.50 R 15,000.00 R 525,787.50

R 315,472.50 R 210,315,00

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FA207.4"

Philip Thorne	an de la serie	wand a surface and a surface of the	2887
From: Sent: To: Subject: Attachmemts:	riean@louwalt.co FW: Miele order	21, 2014 1:43 PM	
2 • •	•	ı	میں بالا میں الا میں

Miele appliances that I paid for.

From: Kgaogelo Ntshwana[malito:kgaogelomng@yahoo.co.uk] Sent: Tuesday, October 21, 2014 1:38 PM To: Lucky Montana (PRASA CORP) Subject: Fwd: Miele order 94588 -

Sent from my iPad

Begin forwarded message:

From: "Charlene.Behrendt@miele.co.za"<Charlene.Behrendt@miele.co.za [mailto:Charlene.Behrendt@miele.co.za]

Oate: 17 June 2014 at 6:10:18 PM SAST

r: "kgaogelomng@yahoo.co.uk [mailto:kgaogelomng@yahoo.co.uk]" <kgaogelomng@yahoo.co.uk mailto:kgaogelomng@yahoo.co.uk] >

Cc: "tmontana@prasa.com [malito:tmontana@prasa.com] "<tmontana@prasa.com [mailto:tmontana@prasa.com] >

Subject: Miele order 94588

Dear Kgaogelo and Lucky

Attached please find the Mieleorder as discussed. Kindly send the proof of payment to my email address as soon as possible as this is the last unit available. Please do not hesitate tocontact me for further assistance.

1

Have a special evening.

Kind Regards, Charlene Behrendt **Gallery SalesConsultant**

Miele (Pty) Ltd -South Africa 63 Peter Place, Bryanston, 2194

SS18-CO-096

2888

Tel : (011) 875 9022 Fax: (011) 875 9035 www.miele.co.za 2.11

1MG [_X0000_(1025]

From: zaadmin Sent: 17 June 2014 06:03 PM To: Behrendt, Charlene Subject: Message from

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:							2889	- T
Miele Custo			Fan 10: USGO 3 Contact Details:	06 673		\sum		and the second secon
Miele (Pty) Ltd Haad Olifice & Showroom So Peler Place Bryanston Johannesburg	Miele Galleries: Miele Johannestu Tel: (011) 876 900 Miele Pisioria Tel: (012) 346 903	d Miele Duchen Tel: (031) 584 6929/8	Telephone: 0860 0 Fax: 0860 000 839 4 e-mail: saits@mie Customer service	ie.00.28	Orde	BESSER rNumber		
Sautang				1	- 84	588		
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ANNEXURE "OR2"

PURCHASE OF THE WATERKLOOF PROPERTY

- The facts relating to the Waterkloof Property may be summarised briefly as set out hereunder.
- As emerges from the relevant documents, the property is Remaining Extent of Erf 587, Waterkloof Township, and its street address is 225 Rose Avenue, Waterkloof.
- 3. On 25 August 2014, the Aanmani Guest House CC ("the CC"), represented by Ms Karen de Beer, and Mr Johan Smith, in his capacity as Trustee of the Minor Property Trust, entered into a Memorandum of Agreement in terms of which the CC sold to Mr Smith Erf 587, Waterfloof Township [Annexure WP1].
- 4. The purchase price was R11 million, to be paid as follows: a nonrefundable deposit of R3,5 million payable to the transferring attorneys, Borchard & Hansen, within 14 days of signature; as security for the balance of R7,5 million the purchaser was to render approved bank guarantees within 60 days of signature.
- It is convenient now to record how payments in respect of the purchase of the Waterkloof Property were made.

The payments

- In his second letter to the other directors of Loubser van der Walt Inc, as regards payment for this property, Mr Van der Walt said the following [at paragraph 4]:
 - 6.1 the deposit of R3,5 million was paid [from Precise Trade's Investec] account on 23 September 2014.
 - 6.2 the balance of R7,5 million was paid directly to theBorchardt & Hansen [the transferring attorneys] fromTMM with regard to the loan account.
 - 6.3 on 25 February 2015, an amount of R1 105 084, 92 was paid in respect of the costs [of the transfer] to Borchardt & Hansen.
- Significantly, in respect of the payment of the deposit on 23
 September 2014, Precise Trade's Investec account reflects the following:
 - 7.1 the first entry for that date reflects that a payment of
 R3,5 million was made into the account. [In his second
 letter, Mr Van der Walt states that payment was made
 by TMM.]
 - 7.2 the very next entry reflects a withdrawal of R3,5 million from that account, which withdrawal is described in the statement as "minor property [trust] loan".

- 8. The transactional history of Precise Trade's Investec account reflects the following transactions on 25 February 2015:
 - 8.1 the first entry for that day reflects that a payment of R1 105 084,92 was made into the account. [On the statement, Mr Van der Walt inscribed in manuscript alongside this entry the following words: "TMM Loan"];
 - 8.2 the very next entry is a withdrawal of that exact amount [R1 105 084,92], seemingly being a payment to "Bochardt Hansen".
- 9. The payments made from Precise Trade's Investec account in respect of the Waterkloof Property appear to be consistent with the agreement between the CC and Mr Smith, in his capacity as trustee of the Minor Property Trust.
- However, on or about 20 February 2015, a new agreement in respect of the CC was concluded. A copy of the agreement which copy reflects only the signature of the purchaser is annexed as WP2.

Details of changes to the agreement

11. There are several important differences between the two agreements. The details of the more significant changes are considered in the paragraphs immediately hereunder.

- 12. First, the most significant of the differences was that Precise Trade and Invest was reflected as the purchaser, in the stead of Mr Smith, the trustee.
- 13. Second, clause 2 of the agreement, which deals with the purchase price, was changed to reflect the following:
 - 13.1 the deposit of R3,5 million had already been paid;
 - 13.2 a further amount of R1,5 million had been paid to the seller;
 - 13.3 the "balance of the purchase price of *R6,5 million* "had been paid into the trust account" of Borchardt & Hansen. [It must however be stressed that the "balance" properly calculated would be R6 million, not R6.5 million as reflected in the amended agreement.]
- 14. Third, clause 4 was changed to reflect that occupation of the property had been given to the purchaser on 1 December 2014.
- 15. Fourth, a new clause 5 was inserted stating that the purchaser would be responsible for occupational rental of R50 000 a month until registration.
- Fifth, the domicilium of the purchaser was changed from that of
 Mr Smith to that of Loubser van der Walt Inc.

- 17. The Waterkloof Property was transferred to Precise Trade on 8 April 2015, as appears from the Deed of Transfer, which is annexed as **WP3**.
- 18. The circumstances that led to the change in the identity of the purchaser are set out in an affidavit made by Ms De Beer, who represented the CC in the transaction.

How the change in the agreement came about

- 19. Quite significantly, it turns out that it was Mr Montana himself who first concluded an agreement with the CC to purchase the property.
- 20. In a sworn statement made some five months after the transfer of the property, which statement was made on 21 September 2015,
 Ms De Beer sets out the developments that led to the several changes in the identity of the purchaser. A copy of the sworn statement is Annexure WP4 hereto. What Ms De Beer said may be summarised as set out hereunder.
- 21. First, on 10 February 2013, Ms De Beer and Mr Montana concluded a deed of sale in terms of which Ms De Beer (being the sole member) sold to Mr Montana her member's interest in the CC [Annexure WP5]. The purchase price was to be R10,5 million, to be paid in cash to the seller's attorney against signature of the agreement. (In her statement [at paragraph 2] Ms De Beer confirms that the sale agreement was concluded.)

- 22. Second, Ms De Beer says in her statement [paragraph 3 thereof] that the deal eventually fell through and she withdrew the property from the market.
- 23. Third, Ms De Beer then put the property on the market again in August 2014 [paragraph 4]. Within days, Mr Montana again indicated an interest in the property.
- 24. Fourth, Ms De Beer would however not entertain an offer from Mr Montana, unless he paid a substantial deposit. He agreed to pay a non-refundable deposit of R3,5 million [paragraph 4].
- 25. Fifth, at paragraph 5, Ms De Beer says that although the first agreement for the purchase of the Waterkloof Property (Annexure WP5) had been concluded in the name of Mr Montana, this new agreement was in the name of Mr Smith, for and on behalf of the Trust. [This is the agreement, which was concluded on 25 August 2014, which has been annexed as WP1 hereto.] However, after the conclusion of this later agreement, Mr Montana asked Ms De Beer for name of the purchaser be changed from Johan Smith to Precise Trade.
- 26. Sixth, the balance of the R7,5 million owing on the contract was late in being paid. The monies were eventually paid by Mr Riaan van der Walt, whom Ms De Beer describes as "Montana's attorney", and the deal went through [paragraph 6].

- 27. Seventh, as regards her dealings with Mr Montana and his involvement in the transaction, Ms De Beer says [at paragraph 6]:
 - 27.1 her first meeting with Mr Montana was in about mid-November 2014, when Mr Montana walked through the house as he wanted "to check some things";
 - 27.2 Ms De Beer then "moved out";
 - 27.3 on the morning of 26 November 2014, Ms De Beer handed Mr Montana the keys to the property.
- 28. Eighth, on the day after she handed Mr Montana the keys, namely 27 November 2014, Ms De Beer sent an email to her neighbours telling them that "the new owner of [her] property was Lucky Montana" [paragraph 7]. Annexed as WP6 and WP7 are two examples of that email.
- 29. Ninth, insofar as Mr Montana's link to the Waterkloof Property is concerned, Ms De Beer makes the following significant observation [at paragraph 8]:

"Despite the fact that there [were] corporate entities involved, there is no doubt in my mind whatsoever, that the house . . . was sold by me (through my CC) to Lucky Montana, first to him directly, then to a trust run by Johan Smith and eventually through his attorney's company, Precise Trade and Invest 02 (Pty) Limited. The various contracting parties such as Johan Smith, Minor Property Trust and Precise Trade and Invest 02 (Pty) Limited, are merely the alter ego of Mr Montana."

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AGREEMENT TO PURCHASE PROPERTY

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

AANMANI GUEST HOUSE CLOSE CORPORATION Registration Number: 2007/1127480/28 Herein represented by KAREN DE BEER she being duly authorized hereto (Hereinafter referred to as "the Seller")

end

JOHAN SMITH

As Trustee of MENOR PROPERTY TRUST Registration Number: (TES4/2014 Hereinetion duly suthorized hereits by virtue of a resolution (Hereinetion referred to as "the Purchaser")

in terms of which the parties agree as follows:

1. PURCHASE AND SALE

The Seller hereby sells to the Purchaser, who purchases:

REMAINING EXTENT OF ERF 567, WATERKLOOF TOWNSHIP, Registration Division J.R., Province of Gautang; MEASURING: 2988 (Two Thousand Three Hundred and Niffety Eight) square matres.

HELD BY Deed of Transfer T166835/2007

(The "Property")

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2. PLIRCHASE PRICE

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The purchase price of the property encounts to R11,000,000.00 (Eleven Million. Rand) which emoties will be paid as follows:

2.1. A depusit in the amount of 33,500,000.00 (Three Million Five Hundred Thousand Rand) which amount will be paid into the trust account of the timesforting attorneys within 14 (fourteen) days from date of algoriture hereof.

2.2 This amount is a non-reflictigble deposition denoting thereof this encount may immediately be paid to the Seller.

2.3 The Bank particulars of the etiomeya and as follows: Bonchardt & Hansen, Absa. Bank, Account. Number 01004489297, Branch 052005, reference: PJ

As securily for the payment of the balance purchase plice of R7,500,000,00 (Seven Million Five Hundred Thousand Rand) the purchaser shall within 80 (sky) days from date of signifipre bareof be obliged to render approved bank guarantee/s to the seller of his representative, which guarantee/s

- 2.4.4 must be payable in Preloria Upon registration of bansles, freq of plit of charges and bank commusionin and
- 2.4.2 Must be payable in favour of the seller or the period historics monthead by him.

The Seller will present the Purplieser with the particulars of the quarantees to be beaucd.

3. TRANSFER, LEGAL COSTS AND VAT

3.1 Traineter of the Property shall be executed by the conveyancers of the Seller, measure BORCHARDT & HANSEN INCORPORATED, Brooklyn Gourt A Block, 1st Floor, 361 Vests Street, Brooklyn, Pretonic, effor the Purchaser has complied with the terms of this pentract, more specifically paragraph 2 hereof, and has paid all tradefer fees, and the costs hereof to the storeadd conveyancers. The Purchaser undertakes to pay such t

SS18-CO-107

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monies immodiately upon demand.

- 3.2 The pattles shall also be obliged upon request to algo all necessary documents in order to effect transfer of the property into the name of the Furchaser.
- 3.3 The Purchaser will pay a similar amount as the transfer duty payable on a purchase price of R11,000,000,000,000, to the Selier. This amount will also be paid on request by the transferring attorneys and it will also be paid into the trust bank account of the transferring attorneys.

3.4 The Seller will pay the VAT on the transaction to the South Address Revenue Services.

4. OCCUPATION, RISKS AND TAXES

- 4.1. Occupation of the Property will be given to the Purchaser on transfer.
- 4:2 Risk of profit or loss related to the Property shall pass over to line Purchaser upon registration of transfer. The Panhaser will be obliged to insure the Property against all risk as from date of transfer.
- 4.3 From date of transfer the Purchaser shall be liable for payment of elitaxes, levies and other costs related to the Property.

8. VOETSTOOTS

6.1 The Property is sold yeststaate. The Seller does not assume any responsibility for any obvious or hidden faults that may exist in the Property, and the Purchaser acknewledges that he buye the Property voetstoots. The Seller does not furnish any expiloit or facil guaraities. In regard to the Property: The Purchaser acknewledges that he was not persuaded into entering this Agreement by any presentations made to him by the Seller or any representative of the Seller.

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5.2 The Property is sold together with all improvements thereon, and subject to all conditions or servitudes mensioned or referred to in the existing deed of transfer of the Property and the rights accrued thereupon.

6.3 Notwithstanding the "voetstoots" clause, the Seller will at his own costs be obliged to supply his Conveyencer with an Electricity Capiticete, in terms of Regulation 2820 of 1982, issued by an Electrical Contractor, who is registered at the Electrical Board of South Africa, who specifies that the electricity in the building or buildings complets to the Safety SABS 0142 Act.

If the said Electrical Contractor trates and reports a fault, the Seller hereby undertakes to, within 20 days after feeslpt of the report and suggestion, appoint a qualified Electrician at his own cost, to attand to the necessary repair.

6. BEACONS

6.1 The Seller shall not be responsible for the identification of any surveyor's beacons, page or boundaries, and shall also not be responsible for any related posts, nor for surveying the Property.

6.2 In the event of there being a difference between the size of the Property as described herein and as defined in the tills dead, the description in the tills dead shall be preferred, and settliner of the parties shall be entitled to any claim against the gines.

BREACH

If any of the parties in this Agraement should fail to comply-with the conditions of this Agraement the other party shall be entitled to give notice in witting of such failure, and to demand that the party concerned should remedy such breach of contined within 1D (tan) days of the date of dispatch of such notice to willing. Aforesaid notice in writing shall be sent by registered post, or delivered by hand, or by fax of by s-mail to the domination ditends at executends of the party concerned, as indicated below. If the party concerned neglects to remedy the breach

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of contract after explay of the period of 10 (ten) days as manifored, the other party shall be entitled to:

- 7:1. Demand specific performance by the other party of the lemms of this Agreement, elemetively to
- 7.2 Cencel this Agreement and to institute processings against the party concerned for damages.

8 CONDONATION

Any condenation by any party in this Agreement or shy failure by the other party to fulfill his obligations in terms of this Agreement shall not be regarded as being renouncement by such party of his rights in terms of this Agreement, nor as nevation thereas.

9 DOMICILIUM

9.1

As demicilium cliandi et executandi the parties choose the following addresses respectively:

The Seller.

58 Nicolson Sirget Ballay's Muckleneük PRETORIA

e-mail: bookinge@eanmanil.co.za Tel: (012) 480-6214 Fex: (012) 346-0308

The Purchason

49 Parliament Street Cape Town, 8001

E-mail: Janilin@mpra.co.za Tel: 0214619986 Faz: 0214612886 / 8291

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Aforesaid domicilla may only be changed by means of notice In withing by registered post or by fex or by e-mail to the domicilium citandi et executandi of the other party.

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COMMISSION 10

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The Parties record that no commission is payable by either the seller or the purchaset.

Streves 2014 AS WITNESSES! pp SELLER THUS EXECUTED AND SIGNED at PRETORIA this the ______ day of _______2014 C A9 WITNES Ĵ. auly **DD PURCHASER**



18-CO-1

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

AANMANI GUEST HOUSE CLOSE CORPORATION

Registration Number: 2007/1827480/23

Herein represented by KAREN DE BEER she being duly authorized hereto (Hereinafter referred to as "the Seller")

and

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED

Registration Number: 2013/059374/07

Herein represented by JAN ADRIAAN VAN DER WALT he being duly authorized hereto

(Hereinafter referred to as "the Purchaser")

IN TERMS OF WHICH THE PARTIES AGREE AS FOLLOWS:

1. PURCHASE AND SALE

The Seller hereby sells to the Purchaser, who purchases:

REMAINING EXTENT OF ERF 587, WATERKLOOF TOWNSHIP, Registration Division J.R., Province of Gauteng; MEASURING: 2398 (Two Thousand Three Hundred and Ninety Eight) square metres HELD BY Deed of Transfer T166836/2007

(The "Property")

2. <u>PURCHASE PRICE</u>

2.4

The purchase price of the property amounts to R11,000,000.00 (Eleven Million Rand) which amount will be paid as follows:

2

- 2.1. A deposit in the amount of R3,500,000.00 (Rand) which amount has already been paid.
- 2.2 This amount is a non-refundable deposit and on receipt thereof this amount may immediately be paid to the Seller.
- 2.3 The Bank particulars of the attorneys are as follows: Borchardt & Hansen, Absa Bank, Account Number 01004432297, branch 632005, reference: PJ
 - A further amount of R1,500,000.00 has been paid to the seller and the balance of the purchase price of R6,500,000.00 (Six Million Five Hundred Thousand Rand) has been paid into the trust account of attorneys Borchardt & Hansen. The purchaser herewith consents to render approved bank guarantee/s against the amount of R6,500,000.00 to the seller or his representative, which guarantee/s
 - 2.4.1 must be payable in Pretoria upon registration of transfer, free of bill of charges and bark commission; and
 - 2.4.2 Must be payable in favour of the seller or the person/instance nominated byhim.

3. **TRANSFER, LEGAL COSTS AND VAT**

3.1 Transfer of the Property shall be executed by the conveyancers of the Seller, messrs BORCHARDT & HANSEN INCORPORATED, Brooklyn Court, A Block – 1st Floor, 361 Veale Street, Brooklyn, Pretoria, after the Purchaser has complied with the termis of this contract, more specifically paragraph 2 hereof, and has paid all transfer fees, transfer duty and the costs hereof to the aforesaid conveyancers. The Purchaser undertakes to pay such monies immediately upon demand.

3.2 The parties shall also be obliged upon request to sign all necessary documents in order to effect transfer of the property into the name of the Purchaser.

4. OCCUPATION, RISKS AND TAXES

- 4.1 Occupation of the Property has been given to the Purchaser on the 1st December 2014.
- 4.2 Risk of profit or loss related to the Property shall pass over to the Purchaser upon registration of transfer. The Purchaser will be obliged to insure the Property against all risk as from date of transfer.

4.3 From date of occupation the Purchaser shall be liable for payment of all taxes, levies and all other municipal costs related to the Property.

5. OCCUPATIONAL RENTAL

- 5.1 The seller and purchaser herewith furthermore agree that the purchaser shall be responsible for the payment of occupational rental in the amount of R50,000.00 (>F/FTY THOUSAND< RAND) per month, payable up to and including date of registration of the property.
- 5.2 The aforesaid occupational rental shall be payable monthly in advance on the 1st day of each month.
- 5.3 The occupational rental shall be paid into the trust account of attorneys Borchardt & Hansen, Absa Bank, Account Number 01004432297, branch 632005, reference: A0000799.

6. <u>VOETSTOOTS</u>

6.1 The Property is sold voetstoots. The Seller does not assume any responsibility for any obvious or hidden faults that may exist in the Property, and the Purchaser acknowledges that he buys the Property voetstoots. The Seller does not furnish any explicit or tacit guarantees in regard to the Property. The Purchaser

acknowledges that he was not persuaded into entering this Agreement by any presentations made to him by the Seller or any representative of the Seller.

6.2 The Property is sold together with all improvements thereon, and subject to all conditions or servitudes mentioned or referred to in the existing deed of transfer of the Property and the rights accrued thereupon.

6.3 Notwithstanding the "voetstoots" clause, the Seller will at his own costs be obliged to supply his Conveyancer with an Electricity Certificate, in terms of Regulation 2920 of 1992, Issued by an Electrical Contractor, who is registered at the Electrical Board of South Africa, who specifies that the electricity in the building or buildings complies to the Safety SABS 0142 Act.

If the said Electrical Contractor traces and reports a fault, the Seller hereby undertakes to, within 20 days after receipt of the report and suggestion, appoint a qualified Electrician at his own cost, to attend to the necessary repair.

7. <u>BEACONS</u>

- 7.1 The Seller shall not be responsible for the identification of any surveyor's beacons, pegs or boundaries, and shall also not be responsible for any related costs, nor for surveying the Property.
- 7.2 In the event of there being a difference between the size of the Property as described herein and as defined in the title deed, the description in the title deed shall be preferred, and neither of the parties shall be entitled to any claim against the other.

8. BREACH

If any of the parties in this Agreement should fail to comply with the conditions of this Agreement the other party shall be entitled to give notice in writing of such failure, and to demand that the party concerned should remedy such breach of contract within 10 (ten) days of the date of dispatch of such notice in writing. Aforesaid notice in writing shall be

sent by registered post, or delivered by hand, or by fax or by e-mail to the domicilium citandi et executandi of the party concerned, as indicated below. If the party concerned neglects to remedy the breach of contract after expiry of the period of 10 (ten) days as mentioned, the other party shall be entitled to:

- 8.1 Demand specific performance by the other party of the terms of this Agreement; alternatively to
- 8.2 Cancel this Agreement and to institute proceedings against the party concerned for damages. The deposit of R3,500,000.00 (Three comma Five Million Rand) will be retained by the seller as liquidated damages.

8 <u>CONDONATION</u>

Any condonation by any party in this Agreement or any failure by the other party to fulfill his obligations in terms of this Agreement shall not be regarded as being renouncement by such party of his rights in terms of this Agreement, nor as novation thereof.

9 DOMICILIUM

9.1

As domicilium citandi et executanti the parties choose the following addresses respectively:

The Seller:

55 Nicolson Street Bailey's Muckleneuk PRETORIA

e-mail: bookings@aanmani.co.za Tel: (012) 460-5211 Fax: (012) 346-0303 -6-

The Purchaser:

C/O Loubser van der Walt Inc 1093 Justice Mahorred Street BROOKLYN

E-mail: Tel: Fax:

info@louwait.co.za (012) 460-1915 (012) 460-1919

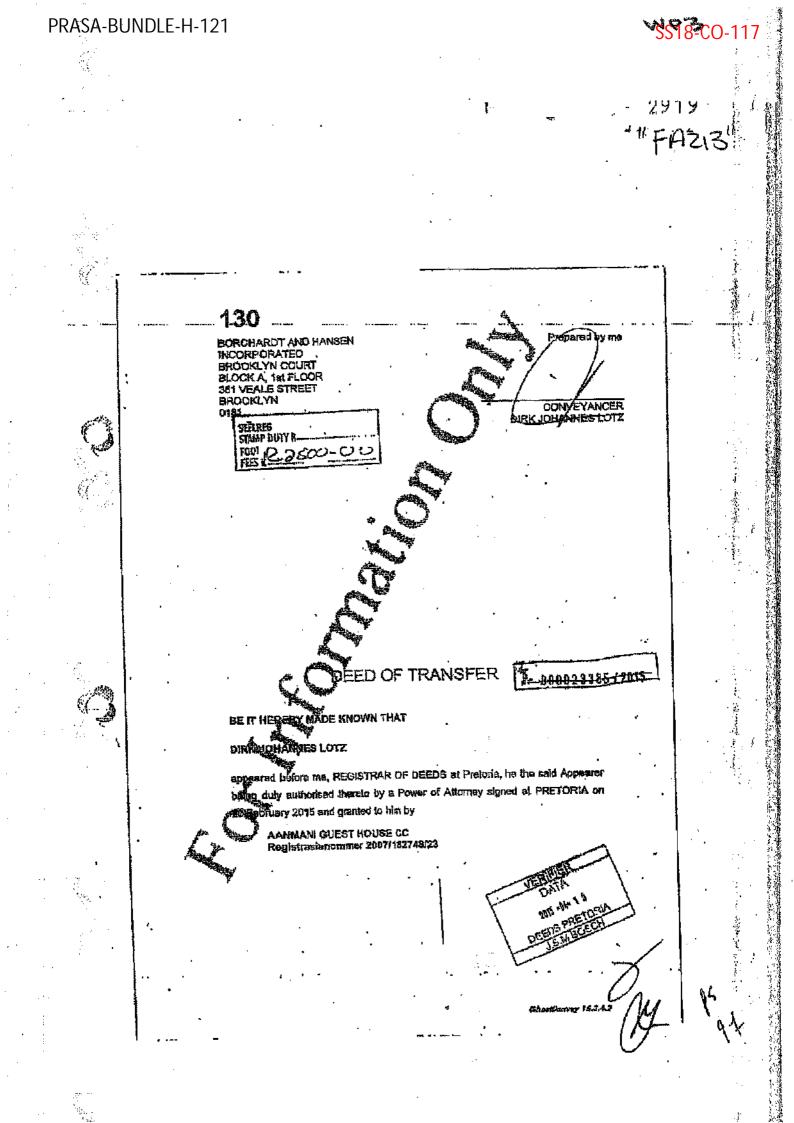
9.2

Aforesaid domicilia may only be changed by means of notice in writing by registered post or by fax or by e-mail to the domicilium citandi et executandi of the other party

10 COMMISSION

The Parties record that no commission is payable by either the seller or the purchaser.

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And the Appearer declared that his seld-principal-had truly end, logally sold on 20 February 2016 and that he, the sold Appearer. In his rapative ajoreszid, did. by these presents, ceds and transfer to and on behalf of

PRECISE TRADE AND INVEST 02 PROBLETARY LIMITED Registration Number 2013/059374/07

its Successors in Title or assigne, in full entroling roperty

REMAINING EXTENT OF ERE 587 WATERKLOOF TOWNSHIP REGISTRATION DIVISION UR BEDINCE OF GAUTENG

MEASURING 2303 (TWOTHOUSAND THREE HUNDRED AND NINETY EIGHT) Square maters EIGHT) Square mates

FIRST TRANSFERRED by past of Transfer Number T 3669/1936 and held by Deed of Transfer Withber T186836/2007

SUBJECT to the following providence:

(a)

(c)

The seld Lot shall be used for residential purposes only. Not more than one dwelling house with the necessary outbuildings and appurtenances shall be energies in a said for and the said for shall not be subdivided. shall be encidence to said for and the said for shall not be subdivided. The gate of alloyings, mall or spirituous liquors is prohibited on the sold lot. No Elevent state of the sold of the said lot shall on the sold lot. No Elevent shall be opened or carried on by any person whomscever on the said of without the previous consent in writing of the SOUTH AFRICAN TOWNSHIPS, MINING AND FINANCE CORPORATION UNITED inscinent referred to as "the Company") or its successors in life (better the owner of the Township for the time being) first had and obtained, there exists the owner to the time being) first had and obtained. tor still the owner, tanent or occupant of the said Lot do or suffer to be downerson enviroing which shell be proved to be a public or private nulsance or a demage or disturbance to the tenants, occupiese or owners of the land for the time being in the neighbourhood of the Lot.

The manuferes shall be enlined to keep a cow or cows on the said property for the supply of milk for his own domestic purposes, but in such event his shall be obliged to construel a stable for the housing of the same to the satisfection of the Company.

The building to be built upon the said Lot shell be of a substantial character and constructed of trick or stone or other material to be approved by the Company and the transferres shall not commence building until he shall have submitted the plans and specifications of such building to the Company and shall have naceived the consent and approval of the Company in writing of such plans and specifications.

The Company reserves the right to erect or lay down in or on the streets, roads, squares or other public grade, telegraphs m, belephones, tranways, pipes or other apparatus for the purpose of lighting, locamolica.

SS18-CO-119

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Page 8

communication, water-leading and drainage, sither by instructs at present in use or mainods which may harsafter come into two which is hight at all times to the free and unimpeded passes of electric, talegraph or telephone wires over at above any portion of the satisfy to other with the right to stirk, free of cost, such when to any buildings or reactions thereupon at a height of not less than 3,15 metres from the gaund with the right of access to the sate when at any time in filter uppess of removal or maintenence.

(d) The Company shall be entitled at all times to close any of the streams, made, thereoughteres or open places of ground the purpose of the repair or maintenance thereoi, or for any of the purposes resided in paragraph; (c) above.

(e) The Company reserves the right liting and rees along the sidewalks in the Township, such sidewalks extending 10% distance of 3,15 metras on each along of the made, the made the same being 12,59 metras in width.

SUBJECT to such conditions are mentioned or released to in the aloreseid Dead/s.

WHEREFORE the Appearing all right and fille which the said

AANMANI GUESTINOLISE CC Registrastogrammer 2007/182748/23

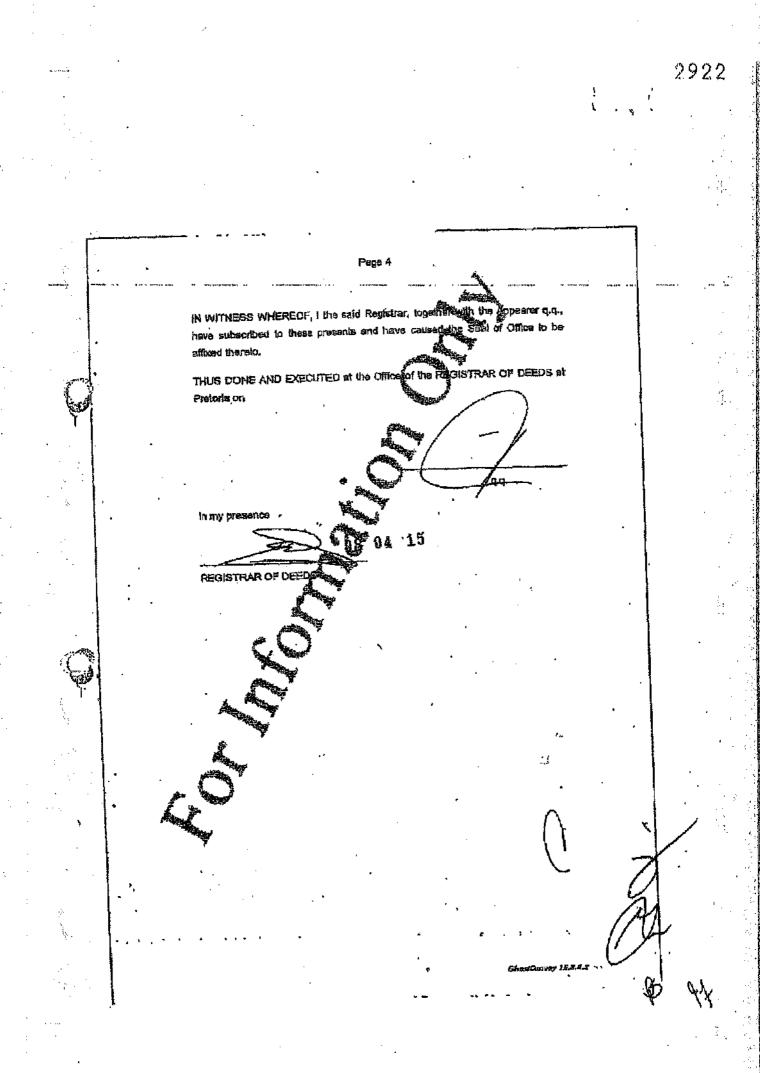
heretofore figure of the premises, did in consequence also acknowledge it to be entirely disposses by of, and disentified to the same, and that by virtue of these presents, the sate

PROVINE TRADE AND INVEST 02 PROPRIETARY LIMITED Registration Number 2013/059374/07

Response of the purchase price to be the sum of R11 000 000,00 (ELEVEN MILLION RAND).

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SWORN STATEMENT

l, the undersigned Karen de Beer, ID NO 500831 D132 086 state under oath as follows:

I am an adult female businesswomen and live at S5 Nicolson Street, PRETORIA, with telephone number 127 82 569 2305. I am giving this statement as a result of my knowledge about certain events, as set out harein, and do so friety of my own will, without any promise of feet or favour.

I used to be the owner of a property situated at 225, fose Street, Waterkloof, Pretoria, I owned it inrough my combany Asternatio Steet. House of 'Asternani's I decided in or about the end of 2012, to sell the property and I subsequently entered into a contract with a certain Lucky Montana, 'Montana', to sell the property. I attach a copy of that contract dated 2013-02-10, as: Annexule 'KdB-1', it will be seen that Montana was purportedly buying my interests in Asternan for the sum of R10.Smillion, and thereby acquire the property.

I attach a copy of an e-mail sent out, dated 11 March 2013, by Ursula Wills of ABSA bank, who gave the address for delivery of the approved building plans as Annaxure '(tdB-2'. This was in pursuit of an application for a mortgage band, by Montana. It will be seen that ABSA copied Locky Montana on that e-mail. The deal eventually fell through, as there was one problem after another, and Montana claimed the bank would not pay the bond, which I did not believe, as there was more than enough value. I decided to withdraw the property form the market.

i put the property on the market again; in or about August 2014. Within days Lucky Montane contacted my agains, Daniel de Lange and Ligsel Theonissen. These people work for me, Itold them i Wes not prepared to entertain an offer, unless Montane first of all pay a substantial daposit. Montane agreed to pay non-refundable deposit of R3.5m. I note that the contract was entered into by a certain Johan Smith', for and on behalf of 'MINOR PROPERTY TRUST' IT634/2014. I attach a copy of this contract as Annexure 'Kd3-3'.

The belance of the payment, of R7.5 million wes late in being paid, and my attorneys had to writeand threaten to cancel the contract, I should mention at this stage, that the first contract, was in the personal name of Lucky Montana, the next contract in the name of Johan Smith. He subsequently contacted us and requested that the contract be changed from JOHAN SMITH, to 'Precise Trade and invest 02 (Pby) Limited'. I have instructed my attorney Pi-Wvier telephone number 012 460 9047, to supply a copy of the relevant documents if same are requested by the Investigators.

The monies were eventually paid in full, by Riaan ven der Walt, Montana's attorney and the deal want through. The first meeting I had with Montana was in or about mid-November 2014. Montana wasked through the house at that stage, as he wanted to 'check some things'. I moved out, and on the morning of 26 November 2014, I again met with Montana and handed him the keys for the property.

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On 2014-11-27 I also sent but an e-inail to my naighbours, tailing them the new 'owper' of hiy property was Lucky Montana. I attach a copy of two examples of that e-mail as Annexure 'KdB-4'. There was no doubt that Lucky Montana was the 'buyer'.

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Statement Roren de Beer 2015-09-21

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SIYANGENA TECHNOLOGIES APPLICATION FILE 5-09-0002

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SS18-CO-122

Despite the fact that there are corporate entities involved, there is no doubt in my mind whetscever; that the house in question, was sold by me (through my CC) to Lucky Montene, first to him directly, then, to a trust run by Johan Smith and eventually through his attorney's company Precise Trade & Invest 02 (Pty) Limited. The various contracting entities, such as JOHAN SMITH, MINOR PROPERTY TRUST and Precise Trade and Invest 02 (Pty) Limited, are merally the alter egg of Montana.

Prior to me signing this statement, I have carefully read through it she 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 ontered the enswers thereto in my own handwriting:

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

"Do you have any abjection to taking the prescribed outh?"

"Do you consider the prescribed path binding on your conscience?"

Karon de

I certify that the deponent has acknowledged that he knows and understands the contents of this. statement, which was swem to before me and the deponents signature was placed thereon in my presence at PRETORIA on TWENTY FIRST day of SEPTEMBER 2015

Commissioner of Qathe

Kim Marric/t COMMISSIONER OF DATHS (X-OFFICIO) Celtified Freud Examinat 7 Jankia Road, Sandown Eslata JOHANNESBURG, Republic of 8 - vib Africa

Page 2 of Z

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(initiation)

SIYANGENA TECHNOLOGIES APPLICATION FILE 5-09-0003





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DEED OF SALE OF MEMBER'S INTEREST

MEMORANDUM OF AN AGREEMENT ENTERED INTO BY AND BETWEENS-

KAREN DE BEER

Identity Number, 500831 0132 986 Unmarried

of:

225 Rose Street Waterkloof

hereinafter referred to as the "Baller" of the member's interest;

- and -

TEHERO LUCIAL MONTANA Identity Number: 700425 5660 081

of:

Street ъé 018 mrsie

hereinafter referred to as the "Purchaser" of the maniber's interest;

SS18-CO-12

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- in respect of -

-2-

AANMANI GUEST HOUSE CLOSE CORPORATION REGISTRATION NUMBER: 2007/182748/23

hereination referred to as the "close corporation".

WHEREAS the Seller is the neglistered and beneficial owner of all the members Interest and loan accounts in the Gloss Corporation; and

WHEREAS the Purchaser intends to acquire the full members interest and loan account from the Seller in the Close Corporation; and

WHEREAS the Seller is prepared to cell its full member's interest and its claim against the Qlose Corporation in terms of the loan account to the Funchases, subject to certain conditions;

THEREFORE the parties hereby agree that the Seller sells to the Purchaser who purchases the Seller's full member's interest in the Close Corporation, its claim against the Close Corporation in terms of the loan account; subject to the terms and conditions stated in this agreement, namely;

1.

PURCHASE PRICE

The purchase price for the Seller's full member's Interest and loan account in the Close Corporation is the sum of <u>R10 500 800.00 (Ten Million Five Hundred</u> <u>Theorem Rand).</u>

SS18-CO-125

PAYMENT

2.2

- 2.1 The purchase price shall be paid in cash against signature of this agreement by both parties to Van Rensburg Inc Attorneys, trust account at:
 Nedbank, Branch code 116535, Account number 1620 230 463.
 - The purchase price will be paid to the Seller on the "effective date" as determined in dauge 6 hereunder.
- 2.3 All montes received from the Purchaser shall be held in an Interest bearing account and such interest prior to the effective date shall accrue to the Purchaser.

3.

WARRANTIES IN LABILITIES

The Geller hereby wantents in favour of the purchaser litet -

3.1 save and except the flabilities specifically referred to in this agreement, the Close Corporation shall have no other flabilities (including contingent liabilities) as at the fixed date, and should such flabilities become known or arise, the Setter warrants that he shall immediately pay all such flabilities and the Setter hereby indemnifies and hold hampless the Furchaser and the Close Corporation in respect of all such flabilities or any less or damages which may arise there from for which he might be liable;

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WARRANTIES to ASSETS:

The Seller hereby warrants in favour of the Purchaser that the Close Corporation has the following assets:

- .4.1 The Close Corporation is the owner of the loose assets as listed in annexure "B⁴ hereto and the Purchaser Ferenzith confirms that he inspected all the assets and it will be handed to the Purchaser "voetstools" on the effective date.
 - 4.2 The loose assets as listed in annexure "B" are the property of the Close Corporation, unenclombered and are not subject to any cession, lien or any other dialms.
 - 4.3 The Close Corporation is the owner of the fixed property, eituated at 225 Rose Street, Erf 687 Waterkinof.
 - 4.3.1 A monigage bond is registered in favour of ABSA Bank over the fixed property. The parties agree that the purchase price should firstly be utilized to settle this outstanding monigage bond. The balance after settlement of the monigage bond is payable directly to the Selfer by the attorneys on the effective date.
 - 4.3.2 Should the purchaser choose to take over the responsibilities in terms of this mongage bond, he will apply with an accredited financial institution for such finance. Guarantees for this finance should then be obtained within 30 (initity) days from date of signing of this agreement.

5,

GENERAL WARRANTIES

The Seller hereby warrants in favour of the Purchaser that on 12 March 2013 (herein after valenced to as 'the effective date'):

SS18-CO-12

5.1 the Close Corporation shall be registered in the Republic of South Africa according to the laws of the Republic of South Africa.

- 5 -

5.2 the existing member and public officer of the Close Corporation will resign and their respective written resignations will be handed to the Purchaser;

- 5.3 the Auditors of the Class Corporation will also resign as soon as they have transferred the member's interest in the Close Corporation than the Seller to the Purchaser;
- EA It is hereby recorded that the class corporation is an entity which is currently registered for VAT purposes with VAT registration number;

L3403441513 The Seller however acknowledges that there will be no VAT payable on this transaction.

6.5 N

Neither the Seller nor anyone else will have bound the Close Corporation to any deed of surety ship, guarantee, warranty or act of Indemnity other than the montgage band stipulated in clause 4 hersof.

The Purchaserwanants in favour of the Seller:

5.8 That he will consent the registration of a separate entity at the CIPC offices in the name of Aanmani Rose Guest House by the Seller.

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FIXED DATE:

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Occupation of and affective control of and authority over the Close Corporation

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shall be given to the Purchaser on <u>SCI III provided</u> that payment has been made as provided for in clause 2 hereof, which date shall be the "fixed date" for the purposes of this agreement. Until such payment has been made, the right of ownership in the member's interest and olalm to the loan accounts shall remain vested in the Seller.

6.2 As from the effective date the benefit and risk in the member's interest shall vest in the purchasar.

<u>GENERAL:</u>

7.1 Entire Agreement:

7.1.1

This agreement contains the entire agreement between the parties and no agreement in conflict with the provisions literaof shall blid the parties unless it be induced to writing and signed by all the parties.

7.1,2

No indulgence or extensions granted by one party to the other shall pieludice in any way the rights of the party who grants such indulgence or extension nor shall it create new rights nor beconstrued as a waiver.

7.1.3

Each party acknowledges that he has exquainted himself fully with the relevant facts which may influence the terms of this agreement and neither of the parties shall be liable for failure to disclose any facts within his knowledge.

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2 implementation;

The parties undertake to perform all such acts and to sign all such documents as may from time to time be required to give effect to what is intended in this agreement.

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7.3 Judediction Madistrate's Courts

The parties agree to submit to the jurisdiction of the Magiahate's Court in respect of any action or process another from this agreement or its caricellation.

7.4 Domicilium Citandi:

The parties nominate as the addresses to which notices may be addressed, and as their respective dominitie standi et executandi for any action which may arise directly or indirectly from this agreement or the cancellation thereof; their respective addresses manifored in the preamble to this agreement.

8.

CANCELLATION CLAUSE:

8.1 Should the Purchaser fail to comply with any of the provisions of this agreement, and the Saller in writing addressed to the Purchaser at his selected adornicilium citandi, demand compliance therewith and the Purchaser remain in default 10 (TEN) days after despatch of such notice, then the Saller may -

8:1.1

oancel this agreement, in which event the Purchaser shall forfeit ell amounts which have been paid in terms of this agreement (whether to the attorneys or not) in favour of the Seller as liquidated demages, or the Seller may claim demages from the Purchaser in fieu of the liquidated damages mentioned above;

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alternatively and in his sole discretion, the Seller may oldar immediate payment of the full balance of the purchase price still outstanding in terms of this agreement without prejudice to any claim for damages which he may have against the Purchaser.

9.

-8.

COSTS

The Furchasian shall pay all costs incidental to this agreement and all Legal costs and costs are payable on demand to the attorneys.

ON 10/02/2013 *Victoria* THUS DONE AND SIGNED AT AS WITNESSES: 1. SELLER $\mathbf{2}$ 10/02/2013 toria THUS DONE AND SIGNED. ON AS WITNESSES unhun 2 PURCHASER

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nnexure "B"

LIST OF ASSETS AND CONDITIONS

1. Fixed assets:

The only fixed property of Aanmani Guest House CC (2007/182748/23) (hereafter the CC) will be the property better known as 225 Rosestreet, Erf 557 Waterkloof on the date set out in clause & of this agreement.

2. The parties agree that the auditors of Aanmani Guest House CC (2007/182748/23) is Botha Accountants and that the auditors are hereby irrevocably authorized to prepare the necessary CK documents to be signed by the parties to give effect to the transfer of the members interest, and that the parties to this agreement will sign the CK documents within 7 (seven) days after the signing of this agreement.

3. In terms of clause 4.2 it is agreed between the parties that the fixed asset mentioned in clause 1 of annexure "B" will be unencumbered on the effective date.

4. In terms of clause 5.4 of the agreement the parties acknowledge that there is no VA'l payable on the sale of the mambers interest as it is an exempt supply for VAT. The purchaser acknowledge that the CC is registered for VAT on the effective date and will as such carry on trade in the CC after the effective date.

5. In terms of clause 5.6 of the agreement, and for clarity reasons, the partles agree that the name Aanmani Guest House will form part of the assets of the CC but the seller may use the name Aanmani Rose Guest House or any veriation thereof.

6. The Seller will finalize the financial statements of the CC on the effective date and will the balance sheet of the financial statements on the effective date only show the following : 6.1 the members interest

o.1 the members interest
6.2 the accumulated reserves
5.3 the loan account of the member (ceded to the purchaser on the effective date)
6.4 the fixed property as mentioned in clause 1 of annexure "B"

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From; Sent: To: Subject:	bopkings 27. November 2014 03:51 FM 'Karlien Mitchell' ROSE AVE SECURITY'	аналан казыранда (да (да уда са карака), ка лан 1. с., А	"FA214"
importance:	High		•

Ta all my Neighbours,

I would like to inform you that I have sold my home to Mr Lucky Montana current CEO of Fress He is a very nice gentlemen and would take full responsibility of the property on 1st. December. 2014.11.27. I would like to find out whether you would be interested to continue with our arrangement concerning the security ... If not I would remove the goard house and continue with their services at my may residence.

Thank you very much for your kind and faithful friendship over the past seven years and hope you have a prosperous Christmas and new year.



Regards Karen De Beer & Family

Tel (012 460 521). <u>Tel (012</u> 346 0303 Pax: 012 460 2493 E-mail: <u>bookings@aammani.co.za</u> <u>www.sammani.co.za</u> Twitter: @aaimmanirosa

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Recently

"exceeding your expectations will be our constant mission"

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Front Seat To: Subject:	bookings. 27 November 2014 03:59 PM "Vision@iscall.co.za ROSE AVE SECURITY	. 1
Importance;	t-figh	

To all my Maightorurs,

I would like to inform you that I have sold my home to Mr Lucky Montana current CEO of Press . He is a very nice gentlemien and would take full responsibility of the property on 1^e December 2014.11.27 I would like to find out whether you would be interested to continue with our arrangement concerning the security "If not I would remove the guard house and continue with their services at my new residence.

Thank you very much for your kind and faithful friendship over the past seven years and hope you have a prosperous Christmas and new year



Regards

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Karên De Beer & Family

Tel 1012 460 5211 <u>Tel 1012</u> 346 0303 Far 1112 460 2493 E-maik <u>booldness@aannami.co.za</u> <u>www.aanmani.co.za</u> Twitten @gammanirese



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"exceeding spour expectations will be our constant mission"

ANNEXURE "OR3

PURCHASE OF THE SANDHURST PROPERTY

- The Sandhurst Property is Portion 18 of Erf 1, Sandhurst. Its street address is 119 Empire Place, Sandhurst.
- The facts relating to its transfer on 6 March 2015 have been extracted from a sworn statement made on 1 October 2015 by Mr Louis Green, an estate agent with the firm Pam Golding, and other documents relevant to the sale and transfer of the property.
- 3. Mr Green's statement is Annexure SP1 to this Report. Where information is sourced from Mr Green's statement, for the sake of convenience, the paragraph that contains the averment will be identified. Where information is sourced from other documents, they will be annexed to this Report.
- 4. In brief, the relevant facts may be summarised as set out in the paragraphs hereunder.
- 5. First, Mr Montana signed an offer to purchase the property on or about 26 October 2014, after he had attended a show day that Mr Green held [paragraph 2]. The price set out in the offer to purchase was R13, 9 million. The seller, a Mr N G Kohler, accepted the offer on 28 October 2014.

- Second, on 6 November 2014, there was an exchange of emails between Mr Van der Walt and Mr Green. The exchanges reflect the following:
 - 6.1 Mr Van der Walt first sent an email to Mr Green with a letter attached. [Annexure **SP2**]. The letter was on Loubser van der Walt's letterhead, with the reference: *TL Montana Transaction*. It said: "We herewith confirm that we hold *in our trust investment account*, with Investec Bank, an amount of [R5 million] which amount is available to be allocated towards the purchase price of the property." [Emphases added.] Mr Van der Walt asked for the Offer to Purchase to be forwarded to his offices and for confirmation of the amount to be paid as the deposit.
 - 6.2 The following morning, that is, 7 November 2014, Mr Green sent an email to Mr Van der Walt. [The email is annexed as SP3]. Attached to the email was the agreement of sale for the Sandhurst Property. It confirmed that the deposit payable was R3, 9 million.
- 7. Third, on the afternoon of 7 November 2014, Mr Van der Walt sent Mr Green an email [paragraph 3]. Attached to the email was a letter from Investec that confirmed the following: "Precise" had made a payment of *R5 million* [not R3,9] into Pam Golding's trust account with beneficiary reference being *kohler/montana*. [The

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email (and attachment) is annexed as **SP4**]. (It will be helpful to record the following at this point: an entry in Precise Trade's Investec account on 7 November 2014 notes a withdrawal of R5 million from the account [for] *pam golding 119 Empire Place*. An entry on the previous day records a deposit of R5 million, with the notation: "Precise Loan".)

- 8. Fourth, on 25 November 2014, Mr Green received, via facsimile, a letter from Van der Walt asking that the "buyer" be changed from Mr Montana to Precise Trade and Invest 02 (Pty) Limited [paragraph 5]. Mr Green then sent a new offer to purchase in the name of Precise Trade and Invest 02 (Pty) Limited. Mr Van der Walt signed the offer on 26 November 2014 and returned it to Mr Green [The offer is annexed as SP5]. Interestingly, Mr Green noted in manuscript that the deposit of R5 million referred to in clause 2.1 had been received on 7 November 2014.
- Fifth, Mr Green at some stage also received a copy of a bank guarantee issued by Investec for payment of the balance of the R8, 9 million [paragraph 7].
- 10. Sixth, thereafter, as noted in Precise Trade's Investec bank statement, and as confirmed by Mr Van der Walt in his second letter to fellow Directors, on 6 March 2015, payment of the balance of the purchase price [R8, 9 million] was made.
- 11. Seventh, notwithstanding that from 26 November 2014 Precise Trade was reflected as the buyer in the stead of Mr Montana,

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various exchanges relating to the property confirm that Mr Montana was still closely involved in the transaction. Among those exchanges are the following:

- On 27 November 2014, Mr Kohler sent an email to Pam Golding on which Mr Montana was copied, with this question: "Lucky, do you have any interest in taking occupation before transfer?" [The email is annexed as SP6.] Mr Kohler's email was in response to an email from Pam Golding to among others Mr Kohler and Mr Montana attaching the "new offer to purchase" [from Precise Trade (Annexure 4 hereto)] and confirming that, according to CIPRO, Mr Van der Walt is Precise Trade's only director.
- On 28 November 2014, Mr Montana was one of the persons to whom a "progress report" relating to the transfer of the property was sent by the conveyancing attorneys, Snyman Inc. [The email is annexed as SP7].
- On 29 January 2015 Mr Kohler sent an email to Mr Montana inquiring if there had been any progress on the payment of the transfer costs. Mr Montana responded by email on 3 February 2015. [The emails are annexed as SP8]. In his response to Mr Kohler, Mr Montana:
 - apologised for the inconvenience caused by the delay;

- refers to a meeting he and Kgaogelo held with Mr
 Green at Mr Kohler's house on 1 February 2015
 when he first became aware of the delay;
- said his attorneys had been busy with the VAT registration of the trust which involved two other properties, which may have caused the delay;
- said he had told his attorneys to abandon the VAT registration "for now" and ensure that transfer is concluded without further delay;
- said he had discussed the matter with "our attorney", Mr Van der Walt, who had thereafter been in contact with the conveyancing attorneys and had made an undertaking to settle the fees by that day or the next morning at latest.
- 12. Seventh, significantly Precise Trade's Investec account reflects that on the day after Mr Montana's email to Mr Kohler [being 4 February 2015] payment of an amount of R1 105 537,30 was made to the Snymans [the conveyancing attorneys] as "costs" for Empire Place. And, in his second letter to his fellow Directors, Mr Van der Walt confirms that this payment was made from Precise Trade's Investec account.

- 13. Eighth, on 6 March 2015, the balance of the purchase price was paid by Precise Trade. This is confirmed by an entry in its Investec bank statement and also by Mr Van der Walt in his second letter to his fellow Directors.
- Ninth, transfer of the Sandhurst Property from Mr Kohler to Precise Trade was effected on the day of that payment, namely 6 March 2015. [A copy of the Deed of Transfer is annexed as SP9.]
- 15. Tenth, notwithstanding that ownership of the Sandhurst Property was transferred to Precise Trade, it is clear from subsequent exchanges relating to the property that Mr Montana was intimately involved with the property. Among the exchanges confirming this are the following:
 - On 12 March 2015, an email was sent to Mr Montana on behalf of Mr and Mrs Kohler saying the following. Mrs Kohler had told Eskom that they had sold the property and wished to transfer the electricity account out of her name. However, Eskom had said that "the new owners" needed to give a "move in" instruction or the electricity supply would be cut, which cut-off could lead to flooding of the wine cellar. The email then asked Mr Montana to indicate a day when they could co-ordinate the move-out and move-in instructions. [The email is annexed as SP10.]
 - On 19 March 2015, Mr Green sent an email to Mr and Mrs Kohler and Mr Montana. In the email, Mr Green said he

had "chatted with Lucky" about the transfer of the electricity account, the repair of the gate motor and the security cameras. He then set out that Mr Montana's response to the issues was as follows: the gate motor should be attended to; he would reinstate the security video system; and could the transfer of electricity account be held off as he was busy. Mr Montana had also said that the pool cover should be repaired. He had also asked who the gardening and pool cover services companies were "as he would like to continue with their services".

- In addition, a number of emails concerning the pool cover were exchanged [Annexure SP11]. They confirm Mr Montana's involvement with the property. In one of those (dated 31 March 2015), Mr Montana is referred to as "the new owner". In another (dated 21 April 2015), Mr Green asks Mr Montana to indicate when the contractor could be allowed "access" to do the repair. (When no response to this request was received, Mr Green sent a follow-up email to Mr Montana on 23 June 2015.)
- 16. Eleventh, in light of the emails exchanged prior to May 2015 that are referred to above, it would appear not to be surprising that Mr Montana would be copied on exchanges concerning the property. However, the following email exchanges from 10 May 2016

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appear to create a different and incorrect, if not false, impression of Mr Montana's involvement in the Sandhurst Property.

- On 10 May 2016 [at 12:03], Mr Green emailed Mr Van der Walt saying two extra sets of keys for the electric pool cover had been found. He copied Mr Montana on the email.
 [Annexure SP12].
- However, 33 minutes later, at 12:26, Mr Van der Walt sent an email to Mr Green [Annexure SP13], asking Mr Green to explain why he had cc'ed Mr Montana and added: "You were well aware of the fact, and as I explained to you last year, before the property was even bought by my company, that Mnr L Montana has nothing to do with Precise or this property. Please refrain from this action in the future." He then made an arrangement for the handing over of the pool cover keys.
- Two minutes later Mr Green sent Mr Van der Walt a oneword response: "Apologies . . ." [Annexure SP14].
- 17. However, notwithstanding the foregoing exchanges, and as emerges from Annexure SP10 above, on 23 June 2015, Mr Green sent an email to Ms Boitumelo Kgosana [from PRASA] and Mr Montana, referring to his email of 21 April and asking that Braam, the pool cover contractor, be contacted.

18. It would appear that Mr Van der Walt's response to Mr Green detailed above was prompted by the following. PRASA had issued its papers in its first review application on 2 February 2016. The Sandhurst property had been mentioned in those papers. The emails were sent two days before Mr Van der Walt deposed to his confirmatory affidavit in that application [Ms Ngoye's FA in the review application: SS3, p 370, para 21.37].

SWORN STATEMENT

TO REPORT OF CONTRACTOR CONTRACTS

), the undersigned Louis Green, ID NO 390512 5119 086 state under oath as follows:

I am an adult male estate agent, with my business address as Pam Golding, investment Place, 10th 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.

On or about mid 2014 I was instructed by Mr N G Kholer to market and sell a property, known as Portion 18 of Erf 1, Sandhurst, IR Gauteng, situated at 119 Empire Place, Sandhurst, Johannesburg. As a result thereof I placed the property on show a humber 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 RI3.9 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.

I was subsequently contacted by a certain Mr Adriaan (Risan) van der Walt, by e-mall on 2014-11-05. 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 Montane, is attached hereto, marked as Annexure 'LG-1'.

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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 stach a true copy of that e-mail as Aninesure 'LG-2'.

On 2014-21-25, I received a further facsimile from van der Walt, with a letter attached, marked 'URGENT'. The effect of the letter, as will be seen, was to change the 'Buyer' from Lucky Montana to a company called Precise Trade and Invest 02 (Pty) Limited. I then sent a fresh offer to purchase to van der Walt, in the name of Precise Trade & Invest 02 (Pty) Limited, which was immediately signed by van der Walt and returned to me. I note that at clause 15 I wrote the expression 'THE DEPOSIT IN 2.1 WAS RECEIVED ON 07 NOVEMBER 2014'. The effect of this, is that the deposit paid for Lucky Montana, was not being held for Precise Trade and Invest 02 (Pty) limited. A true copy of the relevant e-mails, and new offer to purchase is attached hereto as Annexure 'LG-3'.

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

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 invested. I attach a true copy of this as Annexure ' $1G^{\frac{1}{2}4}$ '.

Page 1 of 2

Statement Louis Graen 2015-10-01

(initis) her

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

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 bandwriting:

· . 10

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

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

2926

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

UIS 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 Oath

SOUTH AFRICAN POLICE SERVICE CLIENT BERVICES CENTRE GALLO MANOR 2015 -10- 0 1 KLIENT'S UPINSORW/ AUM

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(initial here)

Statement Louis Green 2015-10-01

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"SP2(a)"

From: Loubser van der Walt [malfochnfo@louwalt.co.za] Gent: 06 Novamber 2014 03:03 PM

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CORPORED STREET, 11 Manual Street, Stre

SP2(

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To: jouis.green@pargolding.co.za Bubjact: RE: 11. MONJANA TRANSACTION Smpertunce: High

Good day, -

We refer to the above matter.

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

REPERTING AND THE

We trust you find the above in order.

Kind Regards Vriendelike Groete Connie obo Riakn van der Walt

OUDSER VAN DER WALT INC/ING Brokureurs – Notaries Conveyancess Prokureurs – Notarisse – Aktaverveardigera

375 Jasticz Mohomed Straet, Brouklyn, Pretona / Jusika Mahomed Straet 375, Brocklyn, Pretona P O BOX 1938, Buoldyn Squere, 0075 / Poshua 1935, Bropklyn Sirkei, 0075 EOCEX 13, BRODKLYN Tell (012) 460-1915/6 Fax/Falen 005-720-8747 Broul/Rece: Kufnikeuwalt.cn.zz

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Altomays - Returns - Conveyancero 1083 Justica Mehomed Street (formerly 376 Charles Street), Brooklyn //

P O Box 1936, Brocklyn Square 3076,

'Tel (012) 460-1915/6 // Fext (012) 460-1919

Direct Fax: 086-720-9747 // E-maik migginouwalt.pp.29 DOGEX 13, BROOKLYN // Website: www.elfomeys.up.zalijou.velt

R VAN DER WALT/R2091 Our Ref:

MA LOUIS GREEN • Your Ref:

06 NOVEMBER 2014

PAM GOLDING PROPERTIES BY E-MAIL: louis.green@pamgolding.co.za

Dale:

URGENTIL

Dear Sir,

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STREET, STOR

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RE: TLMONTANA TRANSACTION

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

We herewill confirm that we hold in our trust investment account, with invested Bank, an amount of R6 000 000,00 (Five Million Rand), which amount is available to be silocated iowards 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 LOUBBER VAN DER WALT INC

DirakenrelDirenions

Assessial Associ

N J Loubeer (B.Proo LLB) J A van der Wall (B.Prou) Dip. Specialew (UP) R P van Wyk (ILB) M C Bermild (LLB; OPE3) D OBSPOILB-LURIS LLS) (Aktovervausfiger/Conveyancer) D K V amitt SA (Lovis B.Proc; Dip. Insolvency Law & Practico A/ Burges (LLB) 21 A Beaker B hither (LD; LLM (Contracto Beindsteiner) Law) (UP) (Aktovervaschiger/Conveya J A (Guger (B.Proo UP) LLM (Tak & (profivency)(LP) Dip. In Pin. Planning (UOVS) Fing no. 2002/010352/21 ta/Contill

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Louis Green Louis Green <|ouls.gmen@pamgolding.co.za> From: 07 November 2014 10:04 AM Sonti 'Loubser van dor Walt' To: ingrid Jucige (ingrid.)udge@pemgolding.co.za); Avril Aaronowikz RE TL MONTANA TRANSACT:ON Cc: Subjects Final Agreement Signed Kohler - Montana.pdf Attacloremts: Hi Naan Attached please find a copy of the Agreement of Sale for 138 limpire Place, Sandhurez, I confirm the deposit is R 3,900,000 (three million hine hundred thousand) and was due on the 6th November 2014, Look forward to receiving your confirmation of payment, and thank you in advance Best regards Louis Green | Property Consultant | C.E.A. | PPRE L4 Gold Club Agent PAM GOLDING PROPERTIES (PTV) LTD Investment Place, Car William Naci Drive and 10⁶ Fd, Hyds Patydohannashting, Gaulang Tali 487 (11) 380 p166 Paxt +27 (03) 863 2000 Calit +27 (02) 978 3040 JONNEGT WITH US ON LINE Downlows Por Search tram Augus Listers of Gadale Play Click here to view my properties for sale ्रि Bui

59368-00-15 "FAZI7" PARTANETTATI ANTI A ANTANETTATI ANTANA ANTANA ANTANA ANTANA ANTA 2 Louis Green Jan Adriaan van der Welt <rissn@louwelt.co.za> From: o7 November 2014 02:08 PM Jouis.green@pamgolding.co.za Senta To: Confirmation of Payment Payment Confirmation.prif Subject: Ainchmanzs: Beneficiary Payment Confirmation Attached please find Confirmation of Payment, Should you have any further queries, please do not bestigte to contact Jan Adrigan van der Weit Yours sincerely Invested Private Bunk GUL OF UN GRADNY Investec Private Bank ion number 1998/004 Joles by the Obibuda n for Banking Bank is obsurillati to the Code of Ba 6. Coptas of the Oode and the Order objectiveteberillog.co. An atting 4 nkindi Pre OUNAS OF ectel/Alion NV

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HEREYANN APPENDER FOR ANTIGER AND APPENDED APPE

Plnvestec

invartoo Privala Bank 100 Greyslan D. Ive Bandstvni Senchon 2180 Privale Bag Suis Rundkull () 21,78 Tolophone (2711) 203 9663 Peculimile 42,711) 206 9685 Nebella www.luveslospitzalebank. uo.za SST8-CO-15

2931

To whom it may concern Invested Private Bank hereby confirms that the following payment has been mode;

Payment From Amount Payment Date from Invested Payment Reference Beneficiary Account Name Beneficiary Branch Number Beneficiary Branch Number Beneficiary Bank Account Number Beneficiary Reference or Account Number PRECISE 8000000.00 07/11/2014 P0018360148 pant gokingutet STANDARD BANK 025109 021884504 kohier/nomana

should there be any problems with the payment detailed above please contact.

Jan Adrison van der Weit

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Day Phone 0124601916 Gell 0827731720 E-mail Naan@louweik.co.za

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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.

SS18-CO-153

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 flable 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 Setter'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 Setter and the Purchaser shall upon demand by the conveyancers make such payments and the Setter and the Purchaser shall upon demand by the conveyancers make such payments and the Setter and the Purchaser shall sign all transfer documents when so required by the conveyancers. The Setter shall, if the conveyancers so require, pay to the conveyancers such amounts as may be necessary to obtain a rates and/or levylies 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 morecage bond over the Property for R ...

on such terms and subject to such conditions as are customarily imposed by motoage 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 such 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.

5.2 The provisions of 6.1 are inserved for the benefit of the Rurchaser whe which may waive the condition expressly or by conduct.

7. Fixtures and Fittings

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

Waerial, satellite dish, automatic pool cleaning equipment and <u>THE TVULSTUSS</u>

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 Purchase, by delivery to the conveyancers, with an Electrical Compliance Certificate issued in terms of Government Gazette No. 31975 of 05.03.09 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
 5.66%
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 9.1 The Seller shall pay PGP's brokerage calculated at 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 Selier 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 gald 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 brakerage 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 rouwkoop or penalty or as liquidated damages in respect of the prejutice 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.

11255 | Gautery | Branch | EdiTitle | January 2010 - Page 2 of

- 10.3 The Seller and the Purchaser consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of their persons notwithstanding that the amount in dispute might otherwise exceed such jurisdiction. Such consent shalt not preclude either party from instituting proceedings against the other party arising from this agreement or its cancellation in any competent division of the High Court of South Africa.
- 10.4 The Selier and Purchaser choose the addresses and/or fax number and/or email address selected above as their respective domicilli clientifie executandi for the purpose of delivery of all notices or legal processes arising from this agreement or its cancellation. A written notice shall be sealed in an envelope addressed to the domicilium address of the addressee and shall be deemed to have been received by the addressee 3 (three) days after posting by pre-baid registered post, unless earlier delivery of such written notice can be proved.
- 10.5 The consent in 10.3 and the selection in 10.4 are extended to the rights contained in clause 9 for the benefit of PGP.

11. Withholding tax obligation * (This clause is only applicable where the purchase price is more than two million rand) If the purchase price is more than two million rand, then the Selier hereity warrants that she/he/it, *is/sami (* delete whichever is not applicable) a resident of the Republic of South Africa upon a proper interpretation of the terms of the taxome Tax Act 58 of 1962 (*the Act*). If the Selier is a non-resident as contemplated in the Act, the Selier and Purchaser hereby record that they are aware of an obligation on the part of the Purchaser to withhold a prescribed portion of the purchase price from the Seller, and pay such withheld portion to the South African Revenue Services (*SARS*) in terms of Section 35A of the Act. The parties agree that the Purchaser shall request the conveyancers to fulfill this obligation on the Purchaser's behalf and on registration withhold the prescribed percentage from the balance of the purchase price and pay same over to SARS as stipulated in the Act.

12. Multiple and Representative Purchasers

12.1 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.

- 12.2 Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offec. shall by higher signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legal address of the Purchaser as higher domicilium citandi et executandi for all purposes arising from the acceptance of this Offer.
- 12.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that he/she is duly authorized to represent the Seller.

13. Warranties or Representations

The parties hereto acknowledge that this agreement constitutes the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his/her/its agent other than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property nor shall he/she/it be liable for any encreachment on and/or of any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the Property nor be liable for any encreachment on and/or of any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the Property nor be liable for the cost of locating same. No agreement to cancel, alter or add to this agreement shall be of any force or effect unless such agreement is in writing and signed by the Seller and the Purchaser.

14. General

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

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

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Telefax Number

0860

Email Address INFOCE LOUNIALT, CO.ZA

CONVEYANCERS
Name Saughauss INC
Contact Person -TEALTAA 1-753 - Eluica
Telephone Number 010 003 6512
Cell/Telefax Number 082 828 74-77

PRASA-BUNDLE-H-159

Property Bonded to	
Account Number	
Managing Agents	
Telephone Number	
Is the Seller VAT regist	ered? YES / NO. If Yes (VAT Number)
	11355 Geulang Brinds Hidi Pile January 2010 - Page 4 of

5747

SS18-CO-155

SS18-CO-156

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



Companies and Intellectual Property Compilesion

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2013/059374/07

Enterprise Name

Registration number

PRECISE TRADE AND INVEST 02 (PTY) LTD

Auditors

Name VAN WYK AUDITORS

Postal Address

P O BOX 35156 MENLO PARK

0102

Active Directors / Officers

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



Mandar Mandar Mandar Manda Mandar M The Companies and Intellectual Property Commission of South Africa

P.O. 80X 429, PRETORIA, 0001, Republic of South Alrice, Docex 258, PRETORIA. Call Centre Tei 066 100 2472, Website www.clpc.co.ze



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Sarah Moerane			SP -6 ''
From: Sent: To: Cc: Subject: Attachments:	NicK@hollard.co.za 27 November 2014 16:38 Ingrid.judge@pamgolding.co.za; yvonr avril.aronowiz@pamgolding.co.za; Ta tmontana@prase.com; icuis.green@p Re: Kohler / Precise Trade & Invest 02 image001.jpg; image002.jpg; image00	lita@snymans.com amgelding.co.za; info@louwalt.co.za 2 (Pty) Ltd	
Thanks Ingrid.	•	,	
Date: Thursday 27 No To: "yvonne.vanrooven@ ""onne.vanrooven@ ""une.vanrooven"""une.vanrooven""""une.vanroven""""une.vanrooven""""une.vanrooven""""une	ngrid.judge@pamgoiding.co.za [ma vember 2014 at 4:32 PM n@pamgoiding.co.za [mailto:yvonn pamgoiding.co.za [mailto:yvonne.y golding.co.za [mailto:ayril.aronowit ngoiding.co.za [mailto:ayril.aronowit ngoiding.co.za [mailto:ayril.aronowit n[mailto:Talita@snymans.com].> hoilard.co.za [mailto:nick@hoilard. asa.com]." <tmontana@prasa.com ding.co.za [mailto:nick@hoilard. asa.com]." <tmontana@prasa.com ding.co.za [mailto:nous.green@pan mailto:info@louwalt.co.za].> cise Trade &Invest 02 (Pty) Ltd</tmontana@prasa.com </tmontana@prasa.com 	e.vanroover@pamgoiding.co.za aprooven@pamgoiding.co.za] > z@pamgoiding.co.za] " tz@pamgoiding.co.za] >, 'Talita co.za] >, "tmontana@prasa.com [mailto:tmontana@prasa.com]	L" ' Holding' a >, Louis Green
Subject: Konler / Pred			
Hl Talita,			
Please find attached s partles.	signed Offer To Purchase from Precis	se Trade &Invest 02 (Pty) Ltd sl	gned by all
Attached is the CIPRO Precise Trade and Inv	D documentation, confirming that J., vest 02 (Pty) Ltd.	A, van der Walt is the only Direc	tor appointed on

uld you have any queries, please do not hesitate to contact us. (f

d regards, Ingrid

Ingrid Judge Assistant to Louis Green PAM GOLDING PROPERTIES (PTY) LTD Investment Place, 2nd Road off William Nicol, Hyde Park Office: +27 (11) 380 0041 Mobile: +27 (83) 326 1600 Facsimile: +27 (11)325 0659

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The Hollard Insurance Company Ltd (Reg No: 1952/003004/06), Hollard Life Assurance Company Ltd (Reg no: 1993/001405/06) and Hollard Investment Managers (Pty) Ltd (Reg no: 1997/001696/07) are Authorised Financial Services Providers. All emails are subject to the terms and conditions contained in our email disclaimer, which is available here. http://www.hojlard.co.za/binaries/content/assets/hoilard/hollard-legal-requirements/email_disclaimer.pdf

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From: Sent: Fo:	
)a:	

Subject: Attachments: 28 November 2014 08:12 louis.graen@pamgolding.co.za; yvonne.vanrooyen@pamgolding.co.za; Ingrid.judge@pamgolding.co.za; avril.arcnowitz@pamgolding.co.za nick@hollard.co.za; tmontana@prasa.com; Info@louwat.co.za Prograss Report Image001.png; Image002.png; Image003.png; Image004.png

Tellta@snymans.com

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Parties Property

Property

NG KOHLER / PRECISE TRADE AND INVEST 02 (PTY) LTD PORTION 18 / ERF 1 SANDHURST (119 EMPIRE PLACE)

i I

To Estate Agency

PAM GOLDING HYDE PARK louis.graen@pamgolding.co.za; vvonne.vanrooyen@pamgolding.co.za; ingrid.judge@pamgolding.co.za; i: avril.aronowitz@pamgolding.co.za

To Transferor

Mr NG KOHLER nick@hollard.co.za

To Transferee

`` KOHLER / PRECISE TRADE AND INVEST 02 (PTY) LTD <u>__intana@prasa.com [melito:tmontana@prasa.com]</u> ;info@iouwait.co.za [<u>melito:info@iouwait.co.za]</u> 89

Date Instruction received Bond cancellation figures requested

10 11 2014 11 11 2014

Date Title Deads received

SS18-CO-16

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Rates Clearance Figures requested

28 11 2014

Rates Clearance Figures received

Rates Certificate Received

Deposit due(if applicable)

06 11 2014

osit paid(if applicable)

Seiler/s signed

Purchaser/s signed

Costs paid

(Gurantees requested

28 11 2014

Guarantees received

Transfer duty paid to SARS

Transfer duty receipt issued by SARS

Electrical compliance certificate

Lodgment

Registration

00 000.00 deposit held by Pam Golding Properties. This for documents drafted parties will be called upon to sign same on receipt of transfer duty because the same on receipt of transfer duty because the same on the same on the same of the same of

Date of occupation : Registration @ R75 000.00 rental/month.

Thank you for taking the time to peruse the report. If you have any queries, please do not hesitate to contact the writer hereof

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Rate Snymans on Yowzit [http://http:/www.yowzit.com/za/keywords/search-results?order...]

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SS18-CO-

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Unit 31 Waterford Office Park Comer Wilkoppen & Waterford Roads Fourways SS18-CO-162

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PO Box 1610, Northeliff, 2115 Docex 7 Notheliff

Tel.: (010) 003 6612 E talla@snymans.com Fax: 086 660 3863 W <u>wwy.snymans.com</u>

YEARS SNYMANS INC ATTORNEYS

Inspiring trust through service excellence

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Datum/Date Ons Verw./Our Ref. U Verw./Your Ref. 09 March 2015 FW/Clive Smlth/Talita Holding/K01369

PRECISE TRADE AND INVEST 02 (PTY) LTD

FINAL STATEMENT OF ACCOUNT

TRANSFER PORTION 18 / ERF 1 SANDHURST (119 EMPIRE PLACE): NG KOHLER / PRECISE TRADE AND INVEST 02 (PTY) LTD

DESCRIPTION	VAT	DEBIT	CREDIT
To Electronic Charges	70,70	505,00	
To purchase price		13 900 000,00	
To transfer duty		1 029 000,00	
To transfer fees	8 898,40	63 560,00	
To Deeds Office fee	¢ I	2 500,00	
To Deeds Office search	25,90	185,00	
To postages and petties	97,30	695,00	
By Payment received 04/02/2015			1 105 537,30
By Deposit : PGP			5 000 000,00
By Guarantee : Investec			8 900 000,00
By Interest on investment			12 278,17
	R9-092,30	R14 996 445,00	••••••••••••••••••••••••••••••••••••••
VAT		9 092,30	R15 017 815,47
To amount due to you		R12 278,17	

Directors Jansen Snyman, Roy Kapp | Associate Directors Clive Smith, Richard van der Schylf HJG Snyman Incorporated, Reg. No. 2014/044672/21. VAT Registration No: 4550153565 The Snymans group is an association of independent firms not precising in pathemistic and vills separate liability.

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Sarah Moerane

From: Sent: To: Subject: Lucky Montana (PRASA CORP) 03 February 2015 18:51 NicK@hollard.co.za RE: Progress Report

.....

Dear Nic

Compliments of the new seasonand a biessed 2015 to you and family. Please accept and convey my sincere apologyto your family and PGP for the inconvenience caused.

VFAZ

We were not aware of the delaysin the payment of fees and the consequent breach of Contract. It was onSunday, 1 February 2015, when Kgaogelo and I met Louis Green (PGP) at yourhouse that the matter was first brought to our attention. I had family bereavements in December and January and could unfortunately not attend to the transfer of the property. I therefore left this to the attorneys to finalise.

Lam aware that our attorneyswere busy with vat registration of the trust, which involve two other properties. This may have buted to the delays. However, better communication onour side would have created a common understanding. I have asked the attorneysto abandon the vat registration for now and ensure transfer is concludedimmediately without further delay.

I discussed the matter with ourattorney, Mr Riaan Van Der Walt who has since been in contact with Talita. He madean undertaking to settle the fees by today or latest tomorrow morning.

I trust that you will find theabove in order.

Warm regards

. .

Lucky Montana

Hi Təlita

Has there been any progress on the payment of transfer costs? Regards Nic

From: Tailta Holding[mailto:Tailta@snymans.com] Sent: Friday, January 23, 2015 10:09 AM To: 'Louis Green'; yvonne.vanrooyen@pamgolding.co.za; Ingrid Judge;Avrij Aronowitz Cc: Nic Kohler; tmontana@prasa.com; Loubser van der Walt Subject: Progress Report

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Parties Property

NG KOHLER / PRECISE TRADE AND INVEST 02 (PTY) LTD PORTION 18 / ERF 1 SANDHURST (119 EMPIRE PLACE)

To Estate Agency

PAM GOLDING HYDE PARK

louis.green@pamgoiding.co.za; yvonne.vanrooyen@pamgoiding.co.za; ingrid.judge@pamgoiding.co.za [mailto:ingrid.judge@pamgolding.co.za]; avril.aronowitz@pamgolding.co.za [mailto:avril.aronowitz@pamgolding.co.za]

ransferor

Mr NG KOHLER nick@hollard.co.za

To Transferee

PRECISE TRADE AND INVEST 02 (PTY) LTD tmontana@prasa.com; info@louwalt.co.za

R5 000 000.00 deposit held by Pam Golding Properties. Following up with purchaser re payment of transfer costs.

Qate of occupation : Registration @ R75 000.00 rental/month.

apliance certificate/s received : copy of ECC and copy of electric fence installation.

Date instruction received Bond cancellation figures requested.

10 11 2014 11 11 2014

Date Title Oeeds received

04 12 2014

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Rates Clearance Figures requested

28 11 2014

Rates Clearance Figures received

08 12 2014

Rates Certificate Received

23 12 2014

Deposit due (if applicable)

05 11 2014

07 11 2014

Seller/s signed

03 12 2014

Purchaser/s signed

17 12 2014

Costs pald

(----Guarantees requested

76 11 2014

Guarantees received

16 01 2015

Transfer duty paid to SARS

Transfer duty receipt issued by SARS

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SS18-CO-1 2939

Electrical compliance certificate

16 01 2015

Lodgment

Registration

The you for taking the time to peruse the report. If you have any queries, please do not hesitate to contact the writer hereof

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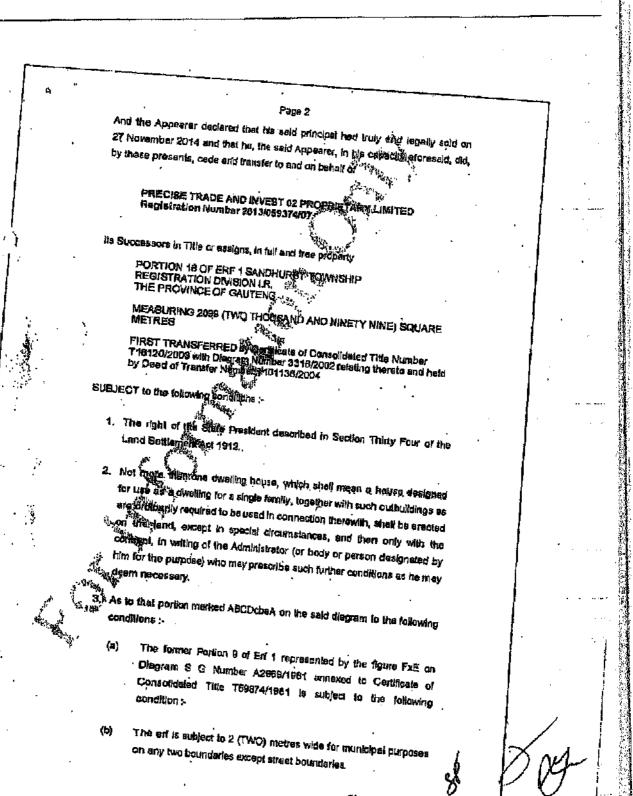
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5**75518-CO-1** 2942 PRASA-BUNDLE-H-172 Sond huart, JABS "FA ZZO"" "SP**9**" 412 SNYMANS INCORPORATED Prepared by me STËLREG STAMP DUTY R Hooi Fees R CONVEYANCER CLIVE DERRICK SMITH **B**EED OF TRANSFER BE IT HEREBY MADE KNOWN THAT 0000 15043 / 2015 SALOMINA SALOMÉ DENVER appasted before me, REGISTRAR OF DEEDS at Protoria, he the said Appaarer duty authorised thereto by a Power of Attorney signed at beilin. COMANNESBURG on 3 December 2014 and granted to him by NICOLAS GODFREY KOHLER Identity Number 700206 5084 08 8 Married out of community of property ShasiCanypy 15.2.3.3



GROUTCORVOS 15-2.28

SS18-C 2944

Page 3

SUBJECT to the following conditions imposed by the grantiene in avour of the ERF & SANDHURST HOMEOWNERS' ASSOCIATION, NPEriting Association"):-

Every owner of the property, or owner disary subdivision thereof, . shell become and shall remain the Membry of ERF 1 SANDHURST (a) HOMEOWNERS' ASSOCIATION, NPC and be subject to its constitution, until he cases to be an owner as atoressid.

Neither the property, nor supply thereof, shall be transferred to any person who has not supply imself to the settifaction of such (b) Association to become Mamber of the Horneowners' Association.

The owner of the property, or owner of any subdivision thereof, (c) shell not be entired to trensfer the property or any subdivision thereof, or any pursue therein, or any unit thereon, without a clearance officing from the Homeowners' Association that the provision there is the Homeowners' Association have been complied with.

Report Notariel Deed of Servitude K705/2003S dated 25th As will more fully and November 2602

wATHER to such conditions as are mentioned or released to in AND SUBJECT the alone ald Dendla. Antony

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GAPSHEDWAY 15.7.9.1

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Page 4

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

NICOLAS GODFREY KOHLER, Married as alongs it in

heretotore had to the premises, did in consequence also provided to the premises and discribiled to the store, and the presents, the said

PRECISE TRADE AND INVEST 02 PROPRIETARY LIMITED Registration Number 2013/05937407

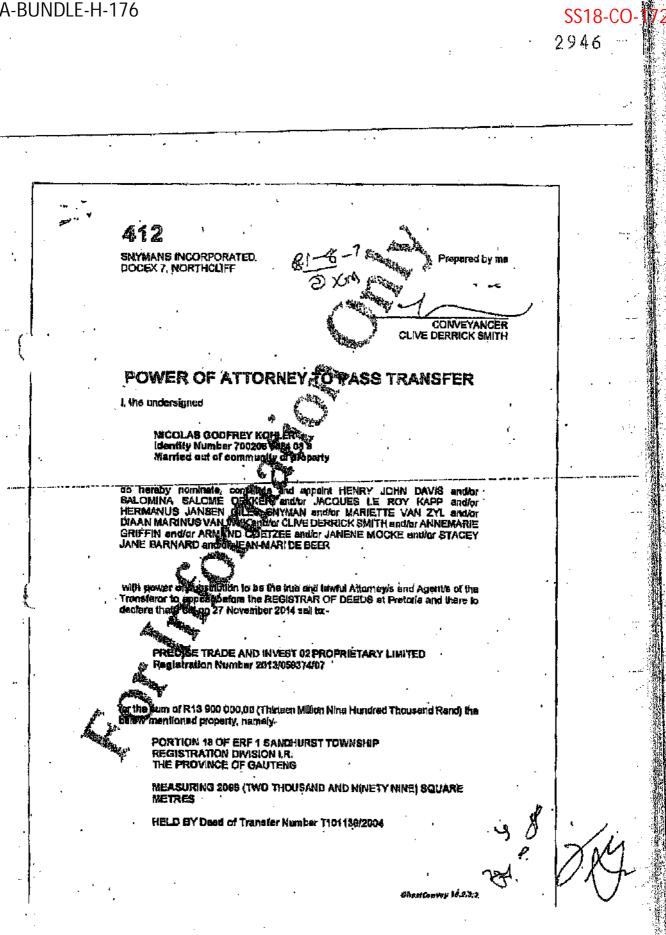
Its Successors in Title or Assigns, now's and hencelonth shall be entitled thereto, conformably to local custom, the Sinta however reserving its rights, and linearly acknowledging the purchase prior to be sum of R18 900 000,00 (THIRTEEN MILLION NINE HUNDRED THOUSAND RAND)

IN WITNESS WHEREOF, The and Registrar, together with the Appearer q.q., have subscribed to these placents and have caused the Seel of Office to be affixed thereto.

sence EGISTRAR OF DEEDS .

rtConvey (6.2.5.:

q.q.



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Page 2 1 Page 2 and further code and transfer the said property in full and free property to the said Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, tile and interest which the Transferse; to renounce all right, the property and also to clear the said property to promise to free and warrant theorem is excluding to law, to crew, sign and pess the necessary acts and decis, or affecting, to do or cause to the done whatsoever shall be requisite, as fully end effectively, to all intents and documents; and generally, for effecting the purposes affecting, to all intents and purposes, as the Transferor might or could do its provide all the present and acting timesite; merely ratifying, allowing and confirming all the dot whatsoever the said Agonits shall lewfully do or cause to be done in the prefises by virtue at these presents. presents. Signed at SHE - Johannesburg an & Dee 2014 -3 1 Y Y in the presence of the undersigned wingsseley C. á: AS WITNESSEB : AND THE YE NICOLAS GOD REY KOHLER in the second se De / GhostConvey 16.3.5%

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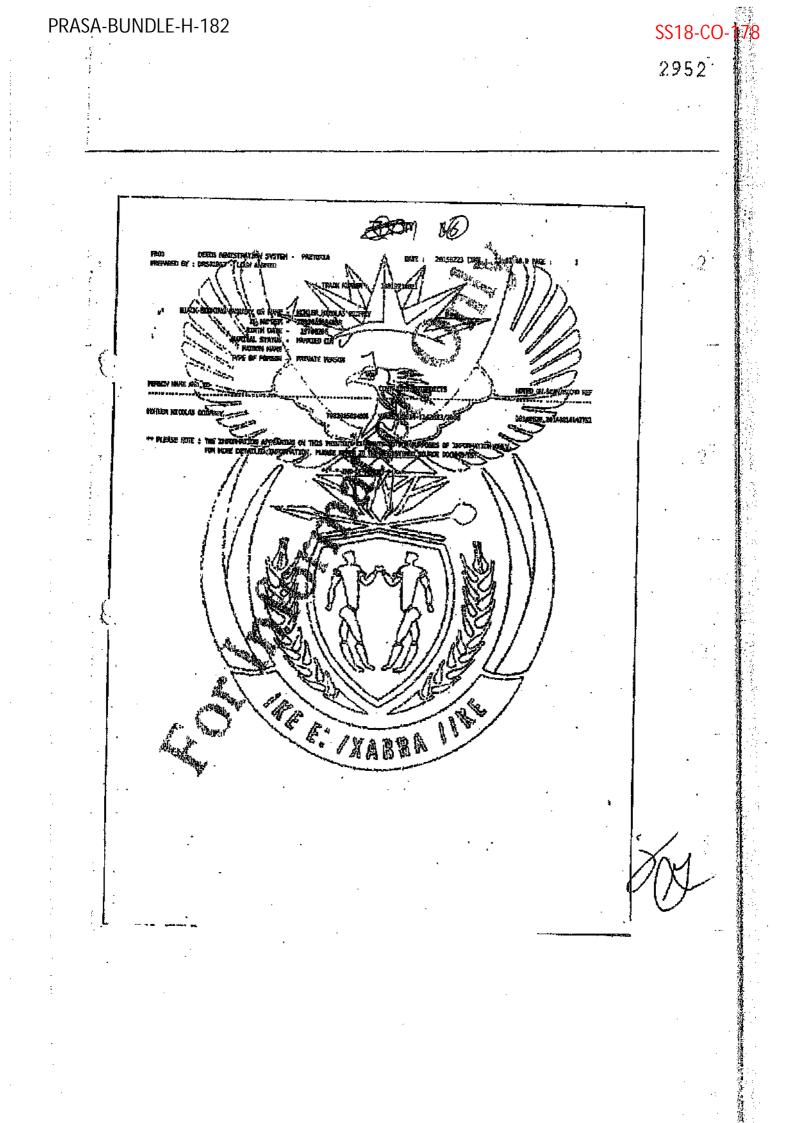
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Signed at FOURY	AYS 2016			
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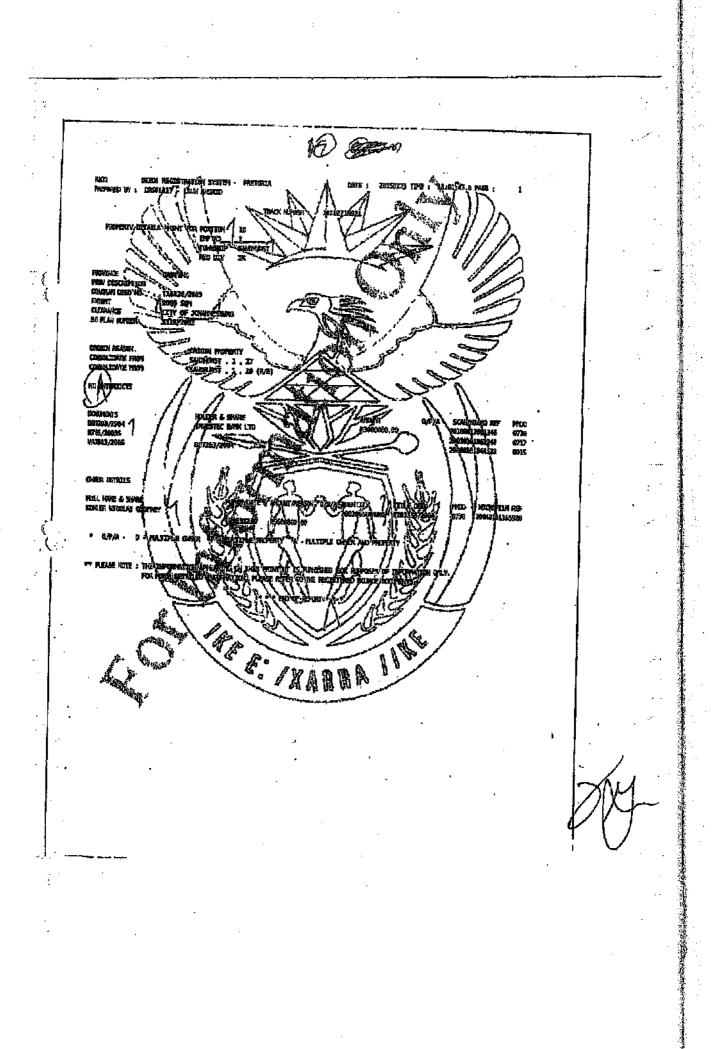
PRA§A-BUNDLE-H-181

. . SNYMANS 6 Dem (Circle) and the second se CONVEYANCER'S CERTIFICATE 011 557-4034 ×, I, the undersigned, CLIVE DERRICK SWITH, do hereby apriling The rates clearance application form was complete The transferee's registration number is 2013/09883/1/07, and same was omitted by council on 2, T. incoing of the clearance cartificate. í Ser 18, PI ese pass the rates clearance cortine - SIGNED at FOURWAYS on 05 Februa CONVEYANCER CLIVE DERRICK SMITH ĩ No. To Law Street Street wy 14.3.6.3



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			"FA221
•	Sarah Moerane		
	From: Sent: To: Subject:	Janet Kohler <]anetkohler@netactive.co.za> 12 March 2015 18:53 Lucky Montana (PRASA CORP) 119 Empire Place - Eskom account	Ţ,ŞP 1U
	Importance:	High	•

HI Lucky

--I-called Eskom today to let them know we have sold no. 119 and to try transfer the electricity account out of Janet s name. However the process seems to need both parties, we need to give Eskom a move out instruction to terminate our account, and then the new owners need to give them a move in Instruction to activate the new owner's account, and then me new owners need to give them a move in Instruction to activate the new owner's account. However when we give them the move out instruction, they will cut off the electricity supply until the "move in order is given. I obviously don t want to leave" you without electricity (the pond and the wine cellar are linked and the wine cellar needs power to pump out water and prevent flooding). Would you place to provide the prevent flooding). out water and prevent flooding). Would you please let me know as soon as you are able to do the account sfer with Eskom so we can co-ordinate the instructions to happen on the same day?

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(Swe taken the meter reading today (12/03/2015) at 917644 kWh.

Kind regards Catherine (on behalf of Nic and Janet Kohler)

Sarah Moerane

From: Sent: Yo: So:	Louis Green <louis.green@pemgolding.co.ze> 23 June 2015 11:21 Boltumeto Kgosene; Lucky Montane (PRASA CORP) bream@poolcoversse.co.ze; Ingrid Judge</louis.green@pemgolding.co.ze>	
Subject: Attachments:	FW: 119 Empire Place image002.jpg; image003.jpg; image004.jpg; image005.jpg; image018.jpg; image019.jp; image020.jpg; image021.jpg; image022.jpg; image023.jpg; image024.jpg	91

Hi Tumi

Please see below the email sent on 21 April 2015. Braam called as he did not receive any response and really needs to sort the cover at 119 Empire Place Sandhurst.

Please make contact with Braam to make the necessary arrangements.

Best regards

(S

IMG [86]

Louis Green | Property Consultant | C.E.A. | PPRE L4 Gold Club Agent PAM GOLDING PROPERTIES (PTY) LTD Investment Place, Cnr William Nicol Drive and 10th Rd, Hyde Park Johannesburg, Gauteng Tel: +27 (11) 380 0165 Fax: +27 (86) 551 2609 Cell: +27 (82) 820 3040

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From: Louis Green [mailto;louis.oreen@pamgolding.co.za] Sent: 21 April 2015 10:37 AM To: Tumi Kgosana (<u>bkgosana@prasa.com</u>); Lucky Tsepo Montana (<u>tmontana@prasa.com</u>) Cc: Ingrid Judge (<u>ingrid.judge@pamgolding.co.za</u>); Lisa Daly (<u>lisa.daly@pamgolding.co.za</u>) Subject: FW: 119 Empire Place

HI Lucky

..... Hope you are well. I have received the small below regarding the repair of the pool cover.

Please would you let Braam us know when would be best for you to allow him access to do the repair.

Braam du Plessis Pool Cover Specialists SA Cell: +27 82 331 7645 Mote: +27 87 150 5312

sest regards

IMG [0]

Louis Green | Property Consultant | C.E.A | PPRE L4 Gold Club Agent PAM GOLDING PROPERTIES (PTY) LTD Investment Place, Cnr William Nicol Drive and 10th Rd, Hyde Park Johannesburg, Gauteng Tel: +27 (11) 380 0165 Fax: +27 (86) 551 2609 Cell: +27 (82) 820 3040

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From: Janet Kohler [mailto;janetkohler@netactive.co.za [mailto;janetkohler@netact[ve.co.za]] Sent: 21 April 2015 10:28 AM

To: <u>louis.green@pamcolding.co.za</u> [mailto:louis.green@pamgolding.co.za] Subject: FW: 119 Empire Place

HI Louis

you ask Lucky when he would like to proceed? We have paid Pool Covers SA for the part, and just and to pay the balance when installation is complete.

Kind regards Catherine

From: braam du plessis <u>[mailto:braam@poolcoverssa.co.za [mailto:braam@poolcoverssa.co.za]</u>] Sent: 21 April 2015 09:39 AM To: 'Janet Kohler' Cc: 'Hazel PCSA' Subject: RE: 119 Empire Place

HI Catherin

^{re}y news on when we can do the Installation.

ards

Braam du Plessis Pool Cover Specialists SA Cell: +27 82 331 7645 VoJP:+27 87 150 5312

IMG [0]

From: Janet Kohler [mailto:janetkohler@netactive.co.za [mailto:janetkohler@netactive.co.za]] - Sent: 31 March 2015 09:47 AM

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To: 'Braam du Plessis (Pooi Cover Specialists)'

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Cc: 'Hazel PCSA' Subject: 119 Empire Place

Hi Braam

This is just to confirm that we have notified the new owner, Lucky, that the pool cover part has arrived and we are awaiting his instructions to carry out the repairs. We have also given the Pam Golding agent, Louis Green, your contact details so they can get in touch with you directly if necessary.

Regards Catherine



From: Louis Green [<u>mailto:louis.green@pamgolding.co.za</u>] Sent: 10 May 2016 12:03 PM To: 'Jan Adriaan van der Walt' Cc: Lucky Montana Subject: Electric Pool Cover Keys

Hi Riaan

Hope you are well! I received a call from the Koehler's that they have found an extra 2 sets of keys for the electric pool cover. The keys are in my possession. When would you be able to meet or should I just keep them until you are around the area?

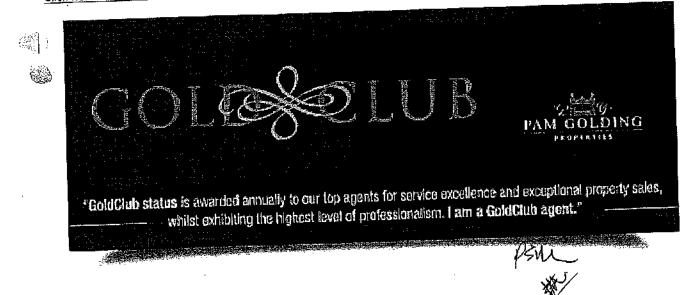
Best regards

Louis Green | Property Consultant | C.E.A | PPRE L4 Gold Club Agent PAM GOLDING PROPERTIES (PTY) LTD Investment Place, Cnr William Nicol Drive and 10th Rd, Hyde Park Johannesburg, Gauteng Tel: +27 (11) 380 0166 Fax: +27 (86) 551 2609 Ceil: +27 (82) 820 3040



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^{SS18}292126 "SP1**3**"

DING

From: Riaan van der.Walt [<u>mailto:riaan@louwalt.co.za</u>] Sent: 10 May 2016 12:26 PM To: 'Louis Green' <<u>louis.green@pamgolding.co.za</u>> Cc: 'Lucky Montana' <<u>luckymontana500@gmail.com</u>> Subject: RE: Electric Pool Cover Keys

Hi Louis

Please explain why you have CC Mnr L Montana in this mail. You are well aware of the fact ; and as already explained to you last year ; before the property was even Bought by my Company ; that Mnr L Montana has nothing to do with Precise or this property . Please refrain from this action in the future .

the Pool cover keys can be handed to Jan from MC Maintenance; I will arrange with him regarding the keys

Kind Regards Vriendelike Groete Riaan van der Walt



LOUBSER VAN DER WALT INC/ING

Attorneys – Notaries Conveyancers Prokureurs – Notarisse – Aktevervaardigers

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

SS18-CO-187 "SP1**4**"

Prom: Louis Green [mailto: louis.green@pamgolding.co.za] Sentr 10 Nay 2016 12:38 PM Tor Risan van der Walt Subject: RE: Electric Pool Cover Keys

Appologies...

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Louis Green | Property Consultant | C.E.A. | PPRE 1.4 Gold Club Agent PAM SOLDING PROPERTIES (PTY) LTD Investment Place, Cnr William Nicol Orive and 10th Rd, Hyde Park Johann Tel: 427 (11) 380 0165 Pax: +27 (86) 551 2608 Cell: +27 (82) 820 3040 sburg, Gauteng

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ANNEXURE "OR4"

PURCHASE OF THE HURLINGHAM PROPERTY

- The Hurlingham Property refers to the remaining extent of Erf 70, Hurlingham Township. Its street address is 12 Montrose Avenue, Hurlingham.
- 2. The facts relating to the Hurlingham Property have been extracted from an affidavit made on 13 February 2018 by Ms Janine Margot Bredenkamp, the attorney who attended to the conveyancing on behalf of the owner, Ms Merileon Gevisser, and other documents relating to the sale of the property.
- 3. Ms Bredenkamp's affidavit is Annexure HP1 to this Report. Where information is sourced from Ms Bredenkamp's affidavit, for the sake of convenience, the paragraph that contains the averment will be identified. Where information is sourced from other documents, they will be annexed hereto.
- 4. In brief, the relevant facts may be summarised as set out in the paragraphs hereunder.
- 5. First, on 14 May 2015, Ms Gevisser accepted an offer by Mr Montana to purchase her property at 12 Montrose Avenue, Hurlingham, Johannesburg, for R13,5 million. The offer to purchase appears to have been made earlier that day

[**Annexure HP2**].¹ In terms of the offer, the purchase price was payable as follows: a deposit of R2 million, and the balance of R11,5 by the following day.

- 6. Second, a deposit of R2 million had been paid on 24 March 2015 [paragraph 8]. Precise Trade's Investec account reflects that R2 million was withdrawn from the account on 23 March 2015 for a payment, which is reflected in manuscript [as being for] "12 Montrose". (It perhaps should be noted that the R2 million deposit had been paid pursuant to an earlier agreement concluded by the parties in early March 2015 but which, as detailed hereunder, lapsed.)
- Third, on 15 May 2015, payment of the R11,5 million was made to the conveyancer via Investec by an entity called "Midtownbrace" [Annexure HP3].
- Third, the property was transferred to Mr Montana on 28 July 2015 [Annexure HP4].
- 9. Whilst the sale of the property appears to be quite straightforward, two sets of matters are significant. The first set relates to the events that preceded the sale. The second relates to the source of finance for the purchase of the property. These two matters are considered separately in the paragraphs hereunder.

¹ As is detailed in Ms Bredenkamp's affidavit and later in this Report, a previous sale was cancelled because the seller found that the guarantees that had been proferred were unacceptable.

SS18-CO-195

Matters preceding the sale

- The significant matters that preceded the sale of the property to Mr Montana may be summarised as set out hereunder.
- 11. First, Mr Louis Green, an estate agent with Pam Golding, who it will be recalled facilitated the sale of the Sandhurst Property, was involved, initially at any rate, in the sale of this property. He was mandated by Ms Gevisser to market and sell the property.
- 12. Second, Mr Green had the property on show. Mr Montana attended on or about 12 October 2014 and immediately expressed an interest in purchasing the property [Ms Ngoye's FA in Siyangena review: SS3 pp 370-1, para 21.40]. On 15 October 2014, Mr Montana asked that an offer to purchase be sent to Mr Smith of the Minor Property Trust. Sometime in October 2014 [the date is scratched out], Mr Peter Smith, representing the Minor Property Trust, submitted an offer to purchase the property for R12 million [Annexure HP5]. However, in a letter to Ms Gevisser dated 20 October 2014, Mr Green said they had received the offer from Mr Montana [though it] "is in the name of his Trust" [Annexure HP6].
- 13. Third, following an exchange of emails between Mr Green and Mr Smith's office on 23 October 2014 [Annexure HP7], a new offer to purchase the property was made. This offer was dated 30 October 2014 and was in the name of the Minor Property Trust, represented by Mr Smith [Annexure HP8]. The purchase

price offered was R13,5 million. (The minutes of a meeting held by the Trustees on 23 October 2014 and authorising Mr Smith to sign all documents regarding the purchase of "a property" was attached to the Trust's offer to purchase.)

- 14. Fourth, it would appear that nothing came off the two offers involving the Trust. It also appears that not much happened for some four months.
- 15. Fifth, then on 3 March 2015, Mr Montana himself made an offer to Ms Gevisser to purchase the property [Annexure HP9]. Again, the offered purchase price was R13,5 million. The purchase price was payable as follows: a deposit of R2 million, payable within seven days; and the balance of R11,5 million to be secured by approved guarantees in favour of the seller.
- Sixth, the R2 million deposit was paid on 24 March 2015 by "Precise" into the bank account of the conveyancer, Ms Bredenkamp [Annexure HP10].
- 17. Seventh, on 14 April 2015, Mr Van der Walt noted in a letter addressed to the conveyancer and to Mr Green that the guarantee was to have been rendered on that day [Annexure HP11]. The letter went on to note that he had been instructed by his client, Mr T L Montana, to seek an extension to 1 June 2015.
- Eighth, on 30 April 2015, four guarantees, "on behalf of Midtownbrace (Pty) Ltd" were sent to Ms Bredenkamp's office

[Annexure HP12]. However, for the reasons set out in paragraphs 10 to 16 of her affidavit (Annexure HP1), Ms Bredenkamp queried the validity of the guarantees.

- 19. Ninth, on 4 May 2015, Mr Van de Walt wrote to Ms Bredenkamp saying that Mr Montana had obtained finance through Midtownbrace (Pty) Ltd, and that R12 million was held in his practice's trust account [Annexure HP13].
- 20. Tenth, on 7 May 2015, Ms Bredenkamp wrote to Mr Van der Walt cancelling the agreement, but agreeing to a new agreement being concluded, on condition that a proper guarantee was provided by a registered bank on behalf of the purchaser, not Midtownbrace, whose existence was not revealed by a CIPC search [Annexure HP14].
- 21. Eleventh, on 8 May 2015, Mr Van der Walt responded to Ms Bredenkamp's letter of 7 May [Annexure HP15]. In the letter, he said Midtownbrace was "a client of our offices" that had entered into a loan agreement and joint venture "with the purchaser". He agreed that a new agreement be concluded but asked that Mr Montana be given more than three days to sign as he was required to travel to Cape Town and Parliament "almost on a daily basis". Later that day, Mr Van der Walt, upon being asked for Midtownbrace's registration number, told Ms Bredenkamp's office that Midtownbrace was registered in Botswana [Annexure HP16].

- 22. Thereafter, as noted much earlier in this Report, on 14 May 2014, Mr Montana and Ms Gevisser entered into a new agreement of sale. It is that offer that was taken to completion, with transfer being effected on 28 July 2015.
- 23. As noted above, whilst Precise Trade paid the guarantee of R2 million, payment of the balance of R11,5 million was made by an entity called Midtownbrace (Pty) Ltd.
- 24. One of the directors of Midtownbrace, Mr Andre Wagner has undertaken to provide an affidavit setting out how that came about.
- 25. At the time that this Report was compiled the affidavit had not been furnished to the Commission. Once it is submitted a decision will be made as to whether to supplement this Report.

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TIMELINE: TRANSFER OF IMMOVABLE PROPERTY

From Mrs M GEVISSER

To Mr TL MONTANA

ERF 70 HURLINGHAM TOWNSHIP

AFFIDAVIT BY TRANSFERRING ATTORNEY J M BREDENKAMP DATE: 13th FEBRUARY 2018

225

I, the undersigned,

JANINE MARGOT BREDENKAMP

do hereby make oath and state that:

- I am an adult female attorney and conveyancer practicing under the name and style of Bredenkamp Inc and are true and correct. Save where otherwise appears from the contents, are within my own personal knowledge and belief.
 I base the contents on my conveyancing documents having refreshed my memory after perusal of the documents.
- I have been requested to prepare this affidavit in order to narrate a sequence of events relating to a property transaction which I handled as an attorney and conveyancer.
- 3. The seller was Mrs Merileon Hedda Gevisser (my client).

- 2
- 4. On or about the 9th of March 2015 I received a written offer to purchase reflecting Mrs Gevisser as seller and Mr Tshepo Lucky Montana as the purchaser.
- 5. The purchase price was R13 500 000.00 (thirteen million five hundred thousand rand).
- A deposit of R2 000 000.00 was payable within seven days. The balance was to be secured by guarantee.
- 7. When the deposit became overdue a written addendum was executed on 19 March 2015 in terms of which the purchaser was granted until 23 March 2015 to pay the deposit of R2 000 000.00. A copy of the purchase agreement and addendum is attached hereto as annexure "JNB1".
- 8. The deposit was paid on 24th march 2015, a copy of the proof of payment is attached as annexure "JMB2". It appears from this document that the payment came from "PRECISE".
- 9. Then a number of Investec guarantees were received (four in all) dated 28 and 30 April 2016 and numbered as Guarantee numbers GU00059306, GU00059305, GU00059391 and GU00059390. I attach hereto copies of the various investec guarantees as annexures "JMB3.1", "JMB3.2", "JMB3.3" and "JMB3.4".
- 10. All four guarantees were stated to be provided to be "on behalf of Midtownbrace Pty Ltd".

- 11. This means that although Invested issued the guarantees it was subject to an instruction from Midtownbrace Pty Ltd.
- 12. As an experienced conveyancer, this was somewhat unusual as the guarantee was issued under instruction and held *"on behalf of"* an unknown third party rather than the purchaser himself.
- 13. I had no idea who or what Midtownbrace Pty Ltd was and became concerned that although the guarantee was on an Invested letterhead it contained a potentially fatal weakness.
- 14. Moreover, clause 3 of the guarantee/s provided that "Prior to registration, we reserve the right to withdraw from this undertaking...should any new or previously undisclosed fact emerge...or should we receive written instructions to do so from our client, whereupon the said sum will no longer be held at your disposal." [emphasis provided]
- 15. This meant that the guarantee was subject to the whim of Midtownbrace and I had no idea who this entity was I could find no reference to this company despite a CIPRO search.
- 16. I became concerned and queried the validity of the guarantees.
- 17. On 4 May 2016 and in response to my queries regarding the guarantees, Loubser Van der Walt Inc. sent me a written e-mail confirming the existence of the various copies of guarantees and insisting that finance was being obtained through Midtownbrace Pty Ltd and that the requisite amount was being

deposited into the corporate cash management account with Investec under Article 78(2)(A). I attach a copy of this letter as "JIMB4", with annexures.

- 18. It was further alleged that the guarantees dated 28 April 2015 were supported with money that was at that time held in the trust account of Loubser Van Der Walt Inc. (see "JMB4" specifically paragraph 1.4 thereof). In other words, an amount to cover the guarantee (an amount of R12 000 000.00) had been paid into the purchaser's attorneys' trust account. This allegation was not in conformity with a normal guarantee.
- 19. On 7 May 2015 my firm sent a letter to Loubser Van Der Walt advising that the guarantees were non-conforming and non-approved and were out of time. On behalf of the seller, I cancelled the sale agreement on the seller's instructions. I attach a copy as "JMB5".
- 20. On 8 May 2015 my firm received a letter from Loubser Van Der Walt in response. I attach it as "JMB6". In this letter the firm attempted to bolster the creditworthiness of Midtown Brace by stating that "Midtownbrace Pty Ltd [is] a client of our offices; who is the company who entered into a loan agreement and joint venture with the purchaser for this property. The R11 500 000.00 (eleven million five hundred thousand rand) was paid by Midtownbrace (Pty) Ltd into Midtownbrace's corporate management account (ART 78(2)(A)) with our offices and the guarantee will be rendered from that account on behalf of Mr Łucky Montana".

- 21. On the same day I responded to "JMB6" by requesting registration details of Midtownbrace (Pty) Ltd. I attach a copy of this e-mail (time stamped 9:54 am) as "JMB7".
- 22. At 11:34 am Loubser Van Der Walt responded. They gave the registration details of Midtownbrace (Pty) Ltd as: Land of incorporation Botswana with registration number 2008/8940. I attach the e-mailed response as "JIMB8".
- 23. The parties elected to enter into a new deal and a new written offer to purchase was executed dated 14 May 2015. A copy is attached as "JMB9".
- 24: The terms and conditions were essentially the same except that in lieu of a guarantee, a cash amount was to be transferred into my firm's trust account. Once my firm received the money it would be invested and would serve the purpose of a guarantee.
- 25. On or about 15 May 2015 I duly received a proof of payment from Loubser Van Der Walt drawn on their bank (Investec Bank) reflecting a payment into my trust account in the amount of R11 500 000.00. The proof of payment reflects a payment from *"Midtownbrace"*. I interpreted this document to mean that funds were received from Midtownbrace into Loubser van Der Walts's account from where it was transferred to my trust account. I attach a copy as "JMB10".
- 26. On the 28th of July 2015 the immovable property was duly transferred into the name of the purchaser and I attach as annexure "JIMB11" my e-mail confirming registration in the Deeds Office.

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- 27. Subsequent to the registration of the property the guarantee money held in my trust account (and received from Loubser Van Der Walt) was duly paid over to the seller.
- 28. For sake of completeness I advise as follows:
 - 28.1. The property description is: Remaining extent of Erf 70, Hurlingham Township Registration Division I.R, the Province of Gauteng;
 - 28.2. The guarantee was substituted with a cash amount paid directly from Loubser van Der Walt into my trust account;
 - 28.3. At some point after the original instructions were provided to me, Loubser van Der Walt advised that their client had changed his mind in that rather than himself being the purchaser, he would prefer that a certain property trust be substituted as purchaser. This trust was known as "The Minor Property Trust";

28.4. The seller rejected this substitution;

- 28.5. I attach hereto as annexure "JMB12" a copy of a letter of authority from the trustees of the Minor Property Trust; as "JMB13" a copy of the trust deed and as "JMB14" the resolution by the trustees;
- 28.6. These trust numbers that reflect authority given to the trustee to purchase the immovable property are inexplicable dated 4 November 2014;

7

28.7. I do not know who the trustees or beneficiaries are save for their names appearing in the trust deed as:

The beneficiaries:

28.7.1. Thabang Fidel Mosupye; and

28.7.2. Thabile Crescentina Jezile

(See paragraph 2.4 of the Trust Deed).

The Trustees:

28.7.3. Johan Georg Smith; and

28.7.4. Pieter Zutch van der Merwe

29. The aforesaid narration does not contain all the detail but only deals with the most salient points.

DEPONENT

I certify that on the day of 2018 in my presence the deponent signed the affidavit and declared that he/she:

Knows and understands the contents thereof;

b. Has no objection to taking this cath;

c. Considers the oath to be binding on his/her conscience; and uttered the words "I swear that the contents of this affidavit are true, so help me God.

> BIBI FATIMA MOOSA PHACISING ATTORNEY EX OFFICIO GOMMISSIONER OF OATHS SO DUNDALK AVENUE PARKVIEW JOHANNESBURG

COMMISSIONER OF OATHS

AUNE KURE HP 🤉 PRASA-BUNDLE-H-210 SIGNED BY K THEE PASI GOLDING OFFER TO PURCHASE Full Title enies (Pty) Ltd, Reg. No. 2004(032256/07 SOFK RLINGHAM 6.15 68 the all purposes including notices arising herefore) Stake address the Selier selects as Highestis domicilia LENCHY MONTANA (7004255660 081 TSHER MAIN STREET WATERKILOOF (RETORIA 333 twhich address the Purchaser subjets as Michaeles, donktions claudi at excentanci for all purposes hideding votices arising berefron) bereby effer to purpose through the agency of Palak GOLDING PROPERTIES PGP1: ORTION O HARLINGHAM Δ ef No Physical Address "the Property" an the following spins and conditions: The Selier warman's that as at the date of acceptance of this offer there are no fatent defents in the p is sold weetstages. The property is also sold subject to all conditions and servicedes mentioned or re-servicedes which may easis its regard thereto and if the property has been excinents describe the set out in the Tale Good. here are no fallent descus of an ordered to a and servicedes mentioned as sciented to the the service the the t d to in its little D the of the parties is to des MANTEEN HILLION FILE FUNDRED AAD) 114-24.63 Presidente Price BR 13, 500 000 - 000 (Two MILLIAN RAND 21 Adepositor 102, 000,000 - 00 J. BEDEAKAMP INC aster LANG 15 d. Dickey FAR LINE to a control of the bandle of the purchase and reservables and had by the same want to the standard wat here for the purchase the same when a drube oppositer a rate equal to the standard wat here for the purchase the same when the same when the same want to the standard wat here for the purchase the same when the same when the same want to the standard wat here for the same when the same when the same want to the standard wat here the same when the same when the same want to the same when the same when the same when the same want to the same when the same when the same when the same want to the same when the same when the same when the same want to the same when the same when the the same when the same want to the same when the same when the the same when the same want to the same when the same when the same when the the same when the same want to the same when the same when the the same when the same want to the same when the same when the the same when the same want to the same when the same when the the same when the same want to the same when the same when the the same want to the same want to the same when the same when the the same want to the same want to the same when the same want to the same want Que. 500,000-00 BY THE GURCHALES TO J. BREDEWRAMP INC BY MAY 2015 AND SHALL DE PAR FOREFLICE WITH JIKE (ALO) SHALL BY -128/2-19 100 00 15 THE SELLER OR TO ANY THIRD PARTY AND HIS SOLD IMPOUNDED TO THE au SP CASE 2015 3. 000 dite Rachaur har said al cast molografithe provident instal tion will the Property and and and a second focupation shall A D 2.3 THIS AGGE BUENT IS SUBJECT TO THE SALE UP AND THE PURCHASED BY CHARANTER FURDER TO HORE TO THE STULLET SECURED BY CHARANTER CONFIDENCE TO THESE WAY THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THESE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THESE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE TO HORE TO HORE TO THE STULLET SECURED BY CHARANTERS FURDER TO HORE malingocan illo QU Helph - UT QUU 5

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- 10.3 The Selfer and the Purchaser consent to the Josisfiction of the Magistrate's Coort Aurism Jurisdiction in respect of their persons non-thirstanding that the amount in diguise might observice exceed with jurisdiction. Such context shall not produce other party from installing proceedings against the other party adding from this agreement of its concellulation in any competent station of the High Court of South Africa.
- The Solies and Parchanan change the addresses and/or law monitor and/or email address selected above as their respecting domicilis charaff or executandly in the property of all actions in logal processes and any form this ingreement on its cancellation...A water or affect what he seeked in an emergence addressed to the charaffectuation address of the addresses and shall be denomed to have been seeked by the addresses 3 (three) days after passing by prepared any stored poor, where address of shall be denomed to have been seeked by the addresses 3 (three) days after passing by prepared any stored poor, where address of shall be written motice care to proced. 10.4
- The consent in 10.3 and the selection in 10.4 are extended to the rights contribution close 9 for the benefit of PGP. 10.5
- 31. Withholding rac obligation " (Init: there is only applicable where the problem price is more than two million word). If the particles place information was allown for Selfer levels, warrants that shaded, "for soor ("delete whichever is not applicable) a weldent of the Republic of South Allow upon a proper interpretation of the terms of the income Tax Ard SE of 1952 ("be Art 3.") if the Selfer is a non-resident as an analyticable in the terms of the terms of the for the Selfer is a son resident as an analyticable in the terms of the income Tax Ard SE ("be Art 3.") if the Selfer is an or cellent as an analyticable in the terms of the terms of the for the Selfer is a non-resident as an analyticable in the Art is the Selfer and Pay such as the resident in the senter of an abligation on the part of the Partices to multiply a period of the Selfer is a non-resident as an analyticable in the Art is the Selfer and Pay such withhold periods to the Senter is a subject on the Senter is a Selfer is a subject beart of the Senter is a subject beam of the particles of the senter is a subject beam of the particles of percenting from the Senter is a subject beam of the particles of the particles of the Senter is a subject beam of the particles of percenting from the Art.

PRASA-BUNDLF-H-212

- 12. Multiple and representative Parchasers 12.1 Where Jacpordaser's two or more persons, natural actionstic, their fability shall be joint and several.
 - 12.2 Where the Portheser is a Company, Cose, Employable, Trust or other juristic person the natural person who represents the Parchaser in analog this offer shall by Kither styramore be bound with the Parchaser as surge for and on principal abient with the Parchaser and shall be observed as how observe the legal address of the Parchaser as differ conditions than the excitated for all purposes arising from the acceptance of shall Office.
 - 12.3 If the property is owned by a Company. Close Corporation: Just or other Justic person the natural gerson who accepts this Offer shall do so on behalf of such Complete, Close Corporation or both and worknike to doily authorized to represent the Seller.

13. Warranties or Representations. The parties here a choosing that the agreement constitutes the entire agreement between them and so order constitues, subjection, manufactor or presentation of retrieves the above the parties here the parties that the parties the parties here the parties here the parties that the parties that the parties the parties the parties of the parties that the parties the parties the parties the parties of the parties the parties the parties of the parties the parties of the parties the parties that the parties of the parties that the parties of the parties o

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

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ON TIME THIS ARRESMENT MAY BE CANCELLED IMMEDIATELY UITA IMMEDIATE EFFECT BY THE LELLEC MAD & BREACH . A OTICE UNDER CLAUSE 10. NEED NOT BE SENT () Cours D Ain.

SS18-CO-209

MAY 2015 16. This offer is interscable and expires all table on 1/4. Seller interpreting at when notification thereof is given is shall be deeped to be accepted on signature betted by the SIGNED by the PURCHASER ASWITNESS (THER PARTY PURCHASER'S SPOILSE where maining e presented by the laws of a family a country or where mainted in community of property. ASWITHESS Conserver on the Al day of _ MAY 2015 at 15 1 15 GOVED bothe SELLER Las Lage P SELLER for on behalf of the sale in drive with the MUMESS AQ. UNO OTHER PARTYSELER'S SPORSE where mainting governed by the lang of a Toreign country or where mainted in community of property. ASWENESS PGP hereby accepts all the benefits conferred upon it in terms of this Agreement Ptyl Ltd. WAT No. 4350217412 PURCHASER (S) SELLER (S) SONA CENSER Tale and Fed Marne TSHER LUCKY MENTANA MERILEOA \mathcal{D} 3610.12 0004 084 20 0425 5660 181 Mee ity / Propert Number 02 01 36 Bate of Birth 25 04 70 Sponte: This and Full Mame Malden Hame (II sppGcsble) Mentity Number Dote of Erth Pate of Maginge nied is or out of Community of Perperty Cocatoy of Machings HARLING HOM Automial Address 333 AIN SRETT ATER N LOOK TOKIA Postal Address × 683 61 0685 082771 1698 Linkin Humber 31 an Telephone Runber 011 ess Televitone Number Telefast Housing haidra Natom Neb. co. za mantaha@ Prasa. com Fouril Address CONVEYANCERS Property Bonded te. DEEDERWOM/ ING Account Number Contact Periods IPANAS INCODEN-KAIM Managing Agents Telephone Hinsber to the Selles VAT registered? VIS / NO. 12 hes (VAT Handler) ballowegs. cs. za table & during a linest a dar bler i mei stela ve@ W. V.M. $\mathcal{L}_{\mathcal{L}}$ e : : .

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Investec Bank Limited

100 Grayston Drive Sandown Sandton 2196 PO Box 785700 Sandton 2148 South Africa T +27 (0) 11 286 7000 F +27 (0) 11 286 9555 www.investec.co.za

To whom it may concern

investec hereby confirms that the following payment has been made:

Payment From	midtownbrace	
Amount	11500000.00	
Payment Date from Investec	2015-05-15	
Payment Reference	P0018995045	
Beneficiary Account Name	J BREDENKAMP	
Beneficiary Bank	STANDARD BANK	
Beneficiary Branch Number	007205	
Beneficiary Bank Account Number	001648799	
Beneficiary Reference or Account Number	12 MONTROSE	

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

Jan Adriaan van der Walt

Day Phone	0124601915
Cell	0827781720
E-mail	riaan@louwalt.co.za

Investec Specialist Bank, a division of Investec Bank Limited registration number 1969/004763/06. Investec Specialist 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.investec.co.ze. A registered credit provider registration number NCRCP9.



Admin at JB Attorneys / Amanda

From: 🧳	Admin at JB Attorneys / Amanda <admin@jbredenkampattorneys.co.za></admin@jbredenkampattorneys.co.za>		
Sent:	28 July 2015 10:55 AM		
_`o:	tmontana@prasa.com		
Subject:	TRANSFER : GEVISSER TO MONTANA OVER REMAINING EXTENT OF ERF 70		
	HURLINGHAM TOWNSHIP		

Dear Mr Montana

We confirm that the abovementioned transaction was registered in the deeds office today.

Yours sincerely

Amanda Mare J BREDENKAMP INC Attorneys, Notaries, Conveyancers and Administrators of Deceased Estates (Reg No.2001/004985/21) Your Conveyancer and deceased Estate Administrators Per : Amanda Mare (Senior Conveyancing and Deceased Estates Assistant) 30 Dundalk Avenue, Parkview, 2193 Private Bag X7, Postnet Suite 51, Parkview, 2122 Docex 668, Johannesburg Tel : 011 023 8701/2 and/or 011 023 6224 Fax: 086 514 9292 and 086 614 9088 E-mail : admin@ibattorneys.co.za

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PRASA-BUNDLE-H-216	5518-00-212
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OFFER TO PURCHASE Full Title	L.DING RITES
Parn Golding Properties (Pb) Ltd. Reg. No. 2004/032256/07	€01 is v-60 Ari, j⊉
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To: "the Seller"	
O #12 MOSTER ADDR. SOLATER EXCL	
Bywich address the Seller selects as his/hea/its domicilium citandi et executandi for all purposes including notices adding hereform)	
We, the understaned, John Goorg Smith representing	
et The Minor Property Trust	
of INKINION MORANY INDE	
(which address the Purchaser selects as his/heuvits domicilium citandi et executandi for all purposes including notices arking herefrom) hereby offer to purchase through the egency of PAM GOLOING PROPERTIES (PGP):	
INO: 70 PORTION OF INTERNATION	0.005
Physical Address LZ_ Management Phoperty"	u so se presentado
on the following lerms and coadilions:	
1. Voetstoots The Seller naments 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 is sold voetstoots. The property is also sold subject to all conditions and servitudes mentioned or referred to in its Thie Deed and to all such of servitudes which may exist in regard thereto and if the property has been enoneously described herein the intention of the parties is to describe servitudes which may exist in regard thereto and if the property has been enoneously described herein the intention of the parties is to describe servitudes which may exist in regard thereto and if the property has been enoneously described herein the intention of the parties is to describe the parties in the intention of the parties is to describe the property is also been enough the property has been enough the property has been enough the parties in the intention of the parties is to describe the parties in the intention of the parties is to describe the property is also been enough the parties in the intention of the parties is to describe the property is the property in the intention of the parties is to describe the property is also been enough the property has been enough the property has been enough the parties is to describe the property has been enough the parties is to describe the property has been enough the property has	
2. Purchase Price The purchase price is R. 1. 2,000,000 (TIMELUE WILLIGHT	
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21 A deposit of R 2, 400,000 17,20 WILLICH 100 100 20	
shall be paid upon another to PGP to be held by PGP in an Interest bearing trust account for the benefit of the purchaser until regis 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 to	tration of transfer. value;
2.2 The balance of R D, GOO, COO (NILDE NOLLICO) BLX HAS	
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shall be paid on transfer to be secured by bank or other approved guarantees in favour of the Seller/Se Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/Seller/S	red to the Safler's e period following
3. Occupation Provided the Porchaserhas paid all costs, signed all necessary bond and transfer documents, delivered such guarantees as may have been called for a Indirector and the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser a tradidayon. Indirector any of the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser at radidayon. Indirector any of the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser at radidayon. Indirector any of the provisions hereof, the right of occupation of the Property shall be given to and taken by the Purchaser at radidayon. Indirector any of the provisions hereof is the right of occupation whilst the Property is regist the other party shall, inconsideration therefore, and for the period of such occupation, pay to the conveyancers are reliable of the Purchaser's night monthly in advance form date of occupation. No lenancy shall be created by the Purchaser taking occupation prior to transfer and the Purchaser's night terminate on cancellation of the sale whatever the reason therefore. The Purchaser shall not be emitted to make any alterations or additions to the Property 1003 1 causes 1 monthly in 2000 1000 1000 1000 1000 1000 1000 100	ered in the name of of occupationshall myputer to transfer.
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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 alla 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

Iranster Hansler 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 uansfer documents and paid all necessary costs of transfer. The Purchaser shall upon demand by the conveyancers make such payments and necessary bond and transfer documents and paid all necessary costs of transfer. The Purchaser shall upon demand by the conveyancers make such payments and the Seller and the Purchaser shall sign all transfer documents when so required by the conveyancers. The Seller shall, if the conveyancers so require, pay to the conveyancers such amounts as may be necessary to obtain a rates and/or levy/ies clearance certificate to facilitate transfer.

6. Bond Finance

6.1 This sale is subject to the Purchaser (or the Selier or PGP on the Purchaser's behalf) by no later than COT NOCOCONSE 2014

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A. 80 - 2 THOUSA on such terms and subject to such conditions as are customarily imposed by mortgage tending financial institutions. The Purchaser warrants that he/she/it gualifies 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 to: the benefit of the Purchaser wholwhich may waive the condition expressly or by conduct.

7. Fixtures and Fittings

The Property is sold together with all factures 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

which the Seller warrants are in good working order and condition as at clate of signature hereoi 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 Compilance Certificate issued in terms of Government Gazette No. 31975 of 06.03.09 pilor to the date of transfer which shall not be older than 2 years. Insolar as the accredited electrician appointed by the Seller to provide such certificate of 06.03.09 pilor to the date of transfer which shall not be older than 2 years. 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 opt and will do so at the Seiler's sole cost and expense.

(FINE FERGET)

- proxerage 9.1 The Seller shall pay PGP's brokerage calculated at \$5% on the purchase price, plus VAT at 14%, which brokerage shall be due and payable on transfer or 9. Brokeraus on cancellation in the circumstances contemplated in 9.2, 9.3 or 9.4.
 - On transfer, or on the date of cancellation by motual consent between the Seller and the Purchaser, PGP may appropriate the deposit to meet its brokenage 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. 9.2
 - 9.3 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that hersheld shall be fighte 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 niherwise.
 - 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 domiciant 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 Porchaser specifying the breach and demanding hs 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:-
 - ID.1.1 to claim specific performance, in which event it is agreed that the full purchase price shall become immediately due and payable; or
 - 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 conveyancess as rouv/koop or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or 10.1.2
 - 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 pilce, to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, if applied the Seller, shall not prejudice the rights of PGP pursuant to clause 9.3. 10.1.3
 - Should the Seller choose to enlorce rights by way of legal proceedings the legal costs so incurred shall be paid by the Purchaser on the scale as between 10.2 attorney and client.

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- The Seller and the Purchaser consent to the Jurisdiction of the Magistrate's Court having jurisdiction in respect of their persons notwithstanding that the amount in dispute might otherwise exceed such jurisdiction. Such consent shall not preclude either party from instituting proceedings against the other party atising from this agreement or its cancellation in any competent division of the High Court of South Africa. 10.3
- The Selles and Purchaser choose the addresses and/or fax number and/or email address selected above as their respective dominilit citandi et executandi for the purpose of delivery of all notices or legal processes anising from this agreement or its cancellation. A written notice shall be seaked in an envelope addressed to the domicilium address of the addresse and shall be deemed to have been received by the addressee 3 (three) days after posting by 10.4 pre-paid registered post, unless earlier delivery of such written notice can be proved.
- The consent in 10.3 and the selection in 10.4 are extended to the rights contained in clause 9 for the benefit of PGP. 10.5
- 11. Withholding fax obligation * (This clause is only applicable where the purchase price is more than two million rand) If the purchase price is more than two million rand, then the Seller hereby wavants that shefterit, *isfis not (*delete whichever is not applicable) a resident of the Republic of South Africe upon a proper Interpretation of the legns of the lacome Tax Act 58 of 1962 (*the Act *). If the Seller is a con-resident as contemplated the Republic of South Africe upon a proper interpretation of the legns of the lacome Tax Act 58 of 1962 (*the Act *). If the Seller is a con-resident as contemplated in the Act, the Seller and Purchaser hereby record that they are aware of an obligation on the part of the Purchaser to withhold a prescribed parties agree that the price from the Seller, and pay such withheld portion to the South African Revenue Services (*SAR5*) in terms of Section 35A of the Act. The parties agree that the Purchaser shall request the conveyances to follight this obligation on the Purchaser's behalf and on registration withhold the prescribed percentage from the balance of the purchase single conveyances to follight this obligation on the Act. of the purchase price and pay same over to SARS as stipulated in the Act.

Multiple and Representative Purchasers

 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.

- 12.2 Where the Purchaser is a Company, Close Corporation, Trust or other jutistic person the natural person who represents the Purchaser in making this offer shall by his/her signature be bound with the Purchaser as surely for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legist address of the Purchaser as his/her domicillum citandi et executandi for all purposes arising from the acceptance of this Offer.
- 12.3. If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that heiste is duly authorized to represent the Seller.
- **13. Warranties or Representations**

warrances or representations The parties have advolvedge that this agreement constitutes the antire agreement between them and no other conditions, supplations, waranties or representations whatsoever have been made by either party or his/her/fks agent other than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Salies shall not benefit by any excess of be liable for any deficiency in the area of the Property nor shall he/sheft be liable for any encloachment on anybox of any adjoining property. The Salies shall not be required to indicate to the Puschaser the position of beacons or boundaries of the Property nor be liable for the cost of localing same. No agreement to cancel, after or add to this agreement shall be of any force or effect unless such agreement be how the same the fourt were been and by the Salies shall not be required to this agreement shall be of any force or effect unless such agreement to cancel, after or add to this agreement with the such as the same of the same based based agreement is a same or add to this agreement with a such as the same based based agreement is a same or add to this agreement with the such as the same based ba is in writing and signed by the Seller and the Porchaser.

14. General

14.1 The parties to this agreement acknowledge that the meaning and consequences of this document have been explained to them by a representative of PG2

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

15. Other Terms and for Conditions

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SA-BUNDLE-H-219	SS18-CO-
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15. This offer Is inevocable and expires at 22h00 on <u>HES OCTOBOR</u> 2014, and shall Seller irrespective of when notification thereof is given to the Purchasel. SIGNED by the PURCHASER	*
15 This offer is irrevocable and expires at 22h00 on 18 OCTOBOR 2014 and shall	be deemed to be accepted on signature hereod by the
Seller irrespective of when notification thereof is given to the PurchaseL	*
SIGNED by the PURCHASER	Mu
	serveriall of the princhaser and duly authorized)
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OTHER PARTY/P	URCHASER'S SPOUSE where mainage governed by the a country or where married in community of property.
AS WITNESS Saws of a lovely	a country or where married in community of property.
signed by the SELLER at	
AS WITNESS SELLER (or on b	enalf of the seller and duly authorized)
AS WITHESS	ELLER'S SPOUSE where marriage governed by the laws atry or where marriad in community of property.
PGP hereby accepts all the benefits conferred upon it in terms of this Agreement Parn Golding	Properties (Pty) Ltd. VAT No. 4350217412 PURCHASER (S)
SELLER (S)	PURCHASER (S)
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-	Managing Agents
-	Telephane Number
	Is the Seller VAT registered? YES / NO, If Yes (VAT Number)
	1995 (Generg Stends Typ in)

Telephone Hundber Cell / Telefax Number

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20 October 2014

ANNE XULE SS18-CO-216

2968

Dear Hedda

Herewith the copy of the offer we received from Mr Lucky Montana. The offer is in the name of his Trust, The Minor Property Trust.

I have summarised the ofter for you;

R 12,000,000 (twelve million) Purchase Price:

Deposit:

R2,400,000 (two million four hundred thousand) Payable within 7 days of acceptance - this offer is also subject to the deposit being paid within the prescribed period. Failure to make such payment would result in the agreement lapsing and being of no further force of effect. Effectively, if he does not pay, we can simply continue marketing without having to place him on terms (often a lengthy task).

Balance:

R 9,600,000 payable within 21 days of acceptance.

On date of Transfer **Occupation:**

Bond Finance:

The Purchaser requires a bond for R 9,600,000 (nine million six hundred thousand) by 07 November 2014. The date should have been amended to allow a bit more time, but the contract allows for a 30 day extension.

Many thanks Louis Green 082 820 3040

----PRASA-BUNDLE-H-221

2

Louis Green

From: Sent: To: Cc: Subject: Attachments: Serisa Davids <serisa@millionsure.co.za> 23 October 2014 03:03 PM 'Louis Green' 'Lucky Tsepo Montana'; 'Ingrid Judge' RE: Offer to Purchase 20141023155245006.pdf

Importance:

High

Good afternoon Louis,

I trust you are well.

Attached please find documents as per our discussion.

or any further information please do not hesitate to contact me.

) Kind regards, Serisa Davids Parsonal Assistant to Mr. Johan G Smith

49 Parliament Street, Cape Town, 8001, South Africa PO Box 2727, Cape Town, 8000, South Africa Tel +27 21 461 9986 Fax +27 21 461 2838 / 8291 Mobile +27 82 410 7829 Web <u>www.millionsure.co.ze</u> e-mail <u>serisa@millionsure.co.za</u>

From: Louis Green [mailto:louis.green@pamgolding.co.za] Sent: 23/October/2014 09:42 AM To: Serisa Davids Cc: Lucky Tsepo Montana; Ingrid Judge Subject: Offer to Purchase

i Serisa

As per our telecom, herewith the document for signature. Please also include the resolution that enables Johan to sign all documents relating to the purchase and transfer of the property, on his own.

I look forward to receiving the documents as soon as possible.

Many thanks in advance

Louis Green | Property Consultant | C.E.A. | PPRE L4 Gold Club Agent PAM GOLDING PROPERTIES (PTY) LTD Investment Place, Cnr William Nicol Drive and 10th Rd, Hyde Park Johannesburg, Gauteng Tel: +27 (11) 380 0165 Fax: +27 (86) 551 2609 Cell: +27 (82) 820 3040

JEX

"FAZZ

PRASA-BUNDLE-H-222	ANNEXURE SS18-CO-218
4 ⁴	_ 2971
OFFER TO PURCHASE	PAM GOLDING
Pam Goiding Properties (Phy) Ltd. Reg. No. 200	04/032256/07
Yo; "the Seller"	الم
Of	
(which address the Selfer selects as his/her/its domicilium cliandi er executandi for all purposes incl	uding notices adsing inerationa)
tAvie, the undersigned,	
The MINOR BRATERIA TROUGST 14	DEN CERTIFICATION
0k ,,,,,	
(which address the Purchaser selects as bis/burvits domicilium citand) et executance for all purposes hereby offer to purchase through the agency of PAM GOLDING PROPERTIES (PGP);	s Including notices arising herefrom)
Physical Address	p
on the following terms and conditions:	
 Voetstoots The Seller warrants that as at the date of acceptance of this offer there are no latent defects in is solid voetstoots. The property is also solid subject to all conditions and servitudes mentioned servitudes which may exist in regard thereto and if the property has been erroneously describ set out in the Title Deed. 	the property known to the Seller and that save for this the property or referred to in its Title Deed and to all such other conditions and ed herein the intention of the parties is to describe the property as
2. Purchase Price The principale price is R 1.3, 5000, 0000 (En Munan-Elve
HAR CONTRACTOR] payable as follows:
2.5 A deposit of R. Zarowy 202	being 10% of the purchase pros
shall be paid years acceptance to PGP to be held by PGP in an interest bearing kuss as The purchased shall be entitled to interest on the deposit at a rate equal to the Standard	
2,2 The balance of R LL, 500,000 (G. C. C.	MILLION FILE
shell be pald on transfer to be secured by bank or other approved guarantees in fau conveyances within days of enceptance at bis effer or, if band finance the grant of such band finance for	rour of the Seller/Seller's nomineers to be delivered to the Seller's A
3. Occopation Provided the Purchaser has paid all costs, signed all necessary bond and transfer documents, delive Inbreach of anyof the provisions hereof, the right of accepation of the Property shall be given to an TOP SCHEESE of the date of occupation does not coincide with the date of bansfer the party enjoyin the other party shall, in consideration therefore, and for the period of such occupation, pay to the co- monthly in advance from date of occupation. No tenancy shall be casted by the Purchaser taking o terminate on cancellation of the safe whatever the reason therefore. The Purchaser shall not be entity	g the right of occupation whills: the Property is registered in the name of meyancers a rental of R. Not represent the name of meyancers a rental of R. Not represent the name of meyanical statements and the Purchaser subht of scruption shall
	· · ·

All benefits and risk in the property shall pass to the Purchaser on transfer from which date the Purchaser shall be liable inter alla for all rates, taxes and/or levies 4. Benefits and Risk 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 bansfer.

SS18-CO-219

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Transfer 5.

transter Transter shall be effected by the Seller's conveyancers within a reasonable time aller 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 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 is required by the conveyancers such amounts as may be necessary to obtain a rates and/or levyfies clearance certificate to facilitate transfer.

Bond-Finance 6

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 montgage bond over the Property for 8 ...

on such terms and subject to such conditions as are customarily imposed by mortgage lending financial institutions. The Purchaser warrants that hershult-gualities for such toan and knows of ao factors which might prevent a financial institution from issuing a loan quotation. This condition shall be desired to have been fulfilled on the date upon which the mortgage lender issues a written loan quotation. If the toan 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 lixinces 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

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,

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. 3 1975 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 carded out and will do so at the Selfer's sole cost and expense.

- 9. Brokerage 9.1 The Seller shall pay PGP's brokerage calculated at 65% 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.
 - On transles or on the date of cancellation by minual 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. 9.2
 - 9.3 If the agreement is cancelled as a consequence of delault by the Purchaser, the Purchaser acknowledges that be/sheft shall be flable 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 a thermitian. 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 coatemplated 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.
 - The provisions of this clause and the selection of a domicilium cliandi et executandi are inserted by the Seller and the Purchaser and are intended for the 9.5 benefit of PGP.

10. Breach

- 10.1 Should the Purchaser breach any of the terms of this agreement and tall 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 by any other when the following 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:
 - to claim specific performance, in which event it is agreed that the full purchase price shall become immediately due and payable; or 10.1.1
 - to cancel this agreement and to retain, alter payment of brokerage to PGP, the balance of the deposit or any other montes paid on account of the purchase price and/or costs and held by PGP and/or the conveyancers as rouwkoop or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or 10.1.2
 - to cancel this agreement and to delim 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 utimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, it applied by the Seller, shall not prejudice the rights of PGP pursuant to clause 9.3. 10.1.3

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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 10.2 attorney and client.

- The Seller and the Purchaser consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of their persons notwithstanding that the amount in dispute relight otherwise exceed such jurisdiction. Such consent shall not preclude either party from instituting proceedings against the other party allsing from this agreement or its cancellation in any competent division of the High Court of South Allica. 103
- The Seller and Purchaser choose the addresses and/or lax number apd/or email address selected above as their respective domiciki chandres executaadi for the purpose of delivery of all notices or legal processes and/or this agreement or its cancellation. A written notice shall be scaled in an envelope addressed to the domicikium address of the addresses and shall be deemed to have been received by the addresses 3 (three) days after posting by 10.4 pre-paid registered post, unless earlier delivery of such written notice can be proved.
- The consent in 30.3 and the selection in 10.4 are extended to the rights contained in clause 9 for the benefit of PGP. 10.5
- 31. Withholding tax obligation * (This clause is only applicable where the purchase price is more than two million rand). If the purchase price is more than two million rand, then the Seller hereby warrants that sheftedt, *is/is not (*delete which are is not applicable) a resident of the Republic of South Africa upon a proper interpretation of the terms of the Income Tax Act S0 of 1962 ("the Act"). If the Seller is a non-resident as contemplated in the Act, the Seller and Purchaser hereby resord that they are aware of an obligation on the part of the Purchaser to withhold a prescribed portion of the purchase price from the Seller, and pay such withheld portion to the South African Revente Services ("SARS") in terms of Section 35A of the Act. The parties agree that the Purchaser shall request the convergencers to fulful this obligation on the Purchaser's behalf and on registration withhold the prescribed percentage from the balance of the purchase price and pay same over to SARS as stipulated in the Act.

12. Multiple and Representative Purchasers

PRASA-BUNDLE-H-224

- 12.1 Where the purchaser is two or more persons, natural or jurisity, their liability shall be juint and several.
- 12.2 Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offer shall be his/her signature be bound with the Purchaser as surely for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legal address of the Purchaser as his/her domicilium cleardil et executandi for all purposes suising from the acceptance of this Offer.
- 12.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that hershe is duly authorized to represent the Saller.

13. Warranties or Representations

worranties or Representations The parties hereto acknowledge that this agreement constitutes the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his/berfits agent other then such as may be included herein or subsequently recorded in writing representations whatsoever have been made by either party or his/berfits agent other then such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property not shall be first and on other the parties of any adjoining property. The Seller shall not be required to indicate to the Process wire position of beacons or boundaries of the for any encreachment on and/or of any adjoining property. The Seller shall not be required to indicate to the Prochaser wire position of beacons or boundaries of the Property nor be liable for the cost of locating same. No agreement to cancel, alter or add to this agreement shall be of any force or effect unless such agreement to be written and the the Class and the Deutement of the property and the property and the statement is a statement. is in writing and signed by the Seller and the Purchaser.

14, General

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

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

15. Other Terms and for Conditions

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METHOR FORCE OF STORT M

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16. This offer is knewcable and expires at 22000 on Seler intespective of when notification thereof is given i	<u>> costored 2012</u> and shall be deemed to be accepted on signature beleaf by the located as a complex of the purchaser.
SIGNED by the PURCHASER	/!L
ACHEERSS	PURCHASER (or onvertall of the purchaser and duly authorized)

..... day of .

AS WITNESS

SIGNED by the SELLER at ______ on the _____

PRASA-BUNDLE-H-225

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

AS WITNESS

AS WITNESS

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

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

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

DTHER PARTY/SELLER'S SPDUSE where manage governed by the laws of a foreign country or where manded in community of property.

5EUER (5)			PURCHASER (S)
	Title and Full Hame	THE	MINDE PETERE
			rai
	tdentity / Passport Number	1	634/2014
	Date of Bigh		
	Spouse: Nille and Full Haras	Tes	HAD GEORG SMOTH
	Makten Name (if applicable	690	307 5018 082
	Identity Norsber		
	Date of Birth		
	Dole at Maniopo		
	Mauled In or out of Companity of I	roperty	
	Country of Marriage		
	Residential Address	49	Portlament Street.
		Cc	pe town
		550	100
	Postal Address	09	BOY 2727
		Ca	e Town , 800
	Møbile Number		824441105
	Home Telephone Number		
	Business Telephone Number		
	Telefax Nyusber		
	EmailAddress		-

CONVEYANCERS	120分的建筑的公司。2017年1月21日
Name	
Conlact Person	
Telephone Humber	
Cell / Telefax Number	

Property Bonded to	
Account Number	
Managing Agents	
Telephone Number	
is the Seller VAT replaced? ,YES / NO, If Yes (VAT Humber)	
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PRASA-BUNDLE-H-226

THE MINOR PROPERTY TRUST 17634/2014

Minutes of a meeting held by the trustees of The Minor Property Trust, 17634/2014 at Bellvilk

Present:

Johan Georg Smith Pieter Zuich van der Merwe

Resolution:

It is hereby resolved that Johan Georg Smith (ID number 650307 5018 082) is thereby authorized to sign all documentation regarding the purchase of a property.

Herewith the meeting is closed.

on this 23 day of Ochlober. 2014. Bellerille Signed at _

JG SINIT

der Merwe /ah







PR	ASA-BUNDLE-H-227 ASA-BUNDLE-H-227 ASA-BUNDLE-H-227
44 1	. 2.976
	FA228"
	OFFER TO PURCHASE
	Para Golding Properties (Pty) Ltd. Reg. No. 2004/032256/07
	The Sellier'
5	of 12 MONTROPE 12000, 14 JOL MARKEN
	(which address the Seller selects as his/her/its domicilium citandi et executands for all purposes including notices arising herefrom)
\$	We the undersigned, TEHERO LUCKY MONTAMA (700425 5660 081)
	or 333 MAIN STREET, WATERKLOOF, PRETORIA
	(which address the Purchaser selects as his/her/its domiclikum cland) et executandi for all purposes including notices arising herefrom) hereby offer to purchase through the agency of PAM GOLDING PROPERTIES (PGP):
	ETHO: 70 POVETION O HADRINGHAND
	Physical Address 12 00512 200 100 100 100 100 100 100 100 100 1
	on the following terms and conditions:
).	1. Voetstoots The Seller warrants that as at the date of acceptance of this affer 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 entoneously described berein the Intention of the parties is to describe the property as set out in the Title Deed.
	2. Parchase Price The purchase price is A 13, 500, 000 (TU-TURCTERS) WILLING THE MARK
K.S.	In the payetile as follows: Diffe
- 1	2.1 A deposit of M, A deposit of M, A deposit of M and A deposit of M
12	shall be paid upon an approximate her to be held by BR in an interest bearing must account for the benefit of the purchaser until registration of transfer. The purchaser shall be entitled to interest on the deposit of the standard Bank Retail Call Rote for a deposit of the same value;
	2.2 The balance of R LL, SOO, OOD (GET) MULLOD AL
	shall be paid on transfer to be secured by bank or other approved guarantees in favour of the Seller/Seller's nomineer's to be delivered to the Seller's
	conveyancers within 21
ar	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 band taken by the Purchaser at midday on
	* E40,000 (FORTS THOSEND)

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- 4. Benefits and Risk
- All benefits and risk in the property shall pass to the Furchaser on transfer from which date the Purchaser shall be liable inter alla 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 nonsier shall be checked by the owner a convergence is which a reasonable blue one of the convergence when are providents at a read and paid all necessary costs of transfer. The Purchaser shall upon demand by the convergencers 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 levyles clearance certificate to facilitate transfer,

6. Bond Finance

6.1 This sale is subject to the Purchaser for the Seller or PGP on the Porchaser'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 customerally imposed by monigage lending financial institutions. The Purchaser warrants that he/she/fa qualifies for such toan and knows of no factors which might prevent a financial institution from issuing a loan quotation. This condition shall be deemed to quarters for such tool can be 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 ratsing the loan shall be extended automatically for a further 30 (thirty) days.

5.2 - The provisions of 5.1 are inserted for the benefit of the Parchacer who which may waive the condition expressly or by conduct:

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

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.

- Brokerage IN THE PMC STOF EG20,000 + UNT 9.1 The Seller shall pay PGP's brokerage calculates of US% BIFLE panelities price, plus VAT at 14%, which brokerage shall be due and payable on transfer 9. Brokerage 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 daim and if such deposit is insufficient and/or is held by the conveyancers, or there is no such deposit, then the conveyancers are inevocably 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.
 - 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 Selier in terms of this agreement or 9.3 othewise.
 - If the agreement is carcelled 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 berein. Any legal costs incurred by PGP in enforcing its right to brokerage against the Seller and/or the Purchaser shall be 9.4 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 claudil 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:
 - to claim specific performance, in which event it is agreed that the full purchase price shall become immediately due and payable; or 10.1.1
 - to cancel this agreement and to retain, after payment of brokarage 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 rouwkoop or penalty or as liquidated damages in respect of 10.1.2 the prejudice suffered by the Seller; or
 - to cancel this agreement and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the canceliation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit or any balance of the deposit (after 10.1.3 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 dause, if applied by the Seller, shall not prejudice the rights of PGP pursuant to clause 9.3.
 - 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 10.2 sanci | hillih i keny 2010-togo attorney and client.

The Seller and the Punchaser consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of their persons notwithstanding that 10.3 the amount in dispute might otherwise exceed such jurisdiction. Such consent shall not preclude either party from instituting proceedings against the other party arising from this agreement or its cancellation in any competent civision of the High Court of South Africa.

SS18-CO-225 2978

- The Seller and Purchaser choose the addresses and/or fax number and/or email address selected above as their respective domicili drandl et executandi for the purpose of delivery of all notices or legal processes arising from this agreement or its cancellation. A written notice shall be sealed in an anvelope addressed to the domicilium address of the addressee and shall be deemed to have been received by the addresse 3 (three) days after posting by 10.4 pre-paid registered post, unless earlier delivery of such written notice can be proved.
- The consent in 10.3 and the selection in 10.4 are extended to the rights contained in clause 9 for the benefit of PGP. 10.5
- 11. Withholding tax obligation * (This clause is only applicable where the purchase price is more than two million rand) if the purchase price is more than two million rand, then the Seller hereby warants that she/hellt, "Islemst-("delete whichever is not applicable) a resident of the Republic of South Africa upon a proper Interpretation of the terms of the Income Tax Act 58 of 1962 ("the Act"), if the Seller is a non-resident as contemplated In republic of source ends upon a particle ansatz and the write write of an obligation on the part of the Purchaser to withhold a prescribed parties of the purchase in the Act, the Seller and Purchaser hereby record that they are aware of an obligation on the part of the Purchaser to withhold a prescribed parties of the purchase price from the Seller, and pay such withheld portion to the South African Revenue Services ("SARS") In terms of Section 35A of the Act. The parties agree that the Purchaser shall request the conveyances to fulfill this obligation on the Purchaser's behalf and on registration withhold the prescribed percentage from the balance of the purchase price and pay same over to SARS as stipulated in the Act.

12. Multiple and Representative Purchasers

12.1 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.

- 12.2 Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offer shall be deemed to have chosen the shall be deemed to have chosen the legal address of the Purchaser as his/her domicilium citandi et executandi tor all purposes arising from the acceptance of this Offer.
- 12.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that he/she is duly authorized to represent the Seller.

13. Warranties or Representations

warranties or representations The parties hereto acknowledge that this agreement constitutes the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his/her/its agent other than such as may be included hereto or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property nor shall he/she/it be liable for any encroadment on and/or of any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of beacons or bounderles of the Property nor be liable for the cost of locating some. No agreement to cancel, after or add to this agreement shall be of any force or effect unless such agreement to cancel, after or add to this agreement shall be of any force or effect unless such agreement. is in writing and signed by the Selfer and the Purchaser.

14. General

- 14.1 The parties to this agreement acknowledge that the meaning and consequences of this document have been explained to them by a representative of PG£
- 14.2 The parties hereby grant PGP permission to erect a "Sold" sign on the Property for a period of ninety days after acceptance hereof.

15. Other Terms and /or Conditions

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PRASA-BUNDLE-H-230 SS18-CO-226 2979 16. File offer is inevocable and shall be deemed to be accepted on signature hareof by the Selective of when no participation thereof is given to the Purchaser. SIGHED by the PURCHASIR f of the purchaser and duly authorized) ASTAR BILE OTHER PARTY/PURCHASER'S SPOUSE where marriage governed by the laws of a foreign country or where married in community of property. AS MINESS 2010,15,00 WYORCH on the _____ day of __ SEGNED by the SELLER at, 55 SELLER (or on behalf of the seller and duty authorized) OTHER PARTY/SELLER'S SPOUSE where mantage governed by the laws of a foreign country or where manted in community of property. ASWATNESS PGF hereby accepts at the Denefile-Denferred upon it in terms of this Agreement Pain Golding-Progenies (PM) Ltd. VAT No. 4350217412 PURCHASER (S) SELLER (S) den Montaina Merileon Helde Gevisser This and Pull Name NEPE 081 Identity / Passport Number 10.03 \mathbf{r} 3610020004084 Date of Birth 70 5 02/10/36 Spouse: Title and Full Name Maiden Name (If applicable) Identity Number Date of Birth Date of Marriage π_{h} Manied in or out of Community of Property **Country of Manlage** frest **Residential Address** vilaro A.m. mas 20strow Postal Address 4698 082 771 Mobile Number 0680 083 616 **Home Telephone Rumber** 3 131 011 8 **Businers Telephone Number** Telefax Number Email Address NOT BEATON -+ dave amuelo. co. 20 Property Bonded to CONVEYANCERS Account Number J.B. B. DORNE 35 1780112 Maneging Agents Const Parts JASNE BROOKLAN Talaphone Number Talephone Number OII -23 8701 is the Seller VAT registered? YES J.NO. If Ves (VAT Number) Cell ite how humber OB2 600 8045 uetr 2019 - J d | Baladi 11265 JANNER JEATENESS CO.20

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[⊕] Investec

Invester Bank Limited

100 Grayston Drive Sandown Sendion 2186 PO Box 786700 Sandion 2146 South Akrica T +27 (0) 11 286 7000 F +27 (0) 11 286 9655 Www.investec.co.2a

ANNEXILE HPIO SST8-CO-227

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- To whom it may concern

investec hereby confirms that the following payment has been made:

Payment From	PRECISE
Amount	2000000.00
Payment Date from invested	2015-03-24
Payment Reference	P0018814944
Beneficlary Account Name	J BREDENKAMP TRUST
Beneficiary Bank	STANDARD BANK
Beneficiary Branch Number	007205
Beneficiary Bank Account Number	001648799
Beneficiary Reference or Account Number	12 MONTROSE HURLINGH

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

Jan Adriaan van der Walt Day Phone 0124601915 Cell 0827781720 E-mall das @louwalt.co.za

Invested Specialist Bank, a division of Investor Bank Limited registration number 1969/004753/06. Invested Specialist Bank to counsitted to the Code of Banking Practice as regulated by the Ombudamen for Banking Services, Copies of the Code and the Ombudantaria details are available on request of visit www.invested.co.2a. A registered credit provider registration rundber NCRCP8, PRASA-BUNDLE-H-232

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oubser van der Walt Inc.

Prokureurs • Notarisse • Aktevervaardigers Attorneys • Notaries • Conveyancers

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

P Q Box 1935, Brooklyn Square 0075.

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

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

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

Our Ref: R VAN DER WALT/R2091

Your Ref: J BREDENKAMP/AMANDA MARE

Date: 14 APRIL 2015

J BREDENKAMP INCORPORATED BY E-MAIL: admin@jbredenkampattorneys.co.za

CC: PAM GOLDING PROPERTIES - MR LOUIS GREEN BY E-MAIL: <u>louis.green@pamgolding.co.za</u>

URGENTI!!

AND

CC: MR LUCKY MONTANA BY E-MAIL: tmontana@prasa.com

Dear Sirs / Madam,

RE: OFFER TO PURCHASE: 12 MONTROSE ROAD

We refer to the above matter, and previous correspondence herein. Kindly take note of our reference of R2278 for further correspondence.

We herewith confirm that in terms of the Offic: to Purchase, the following is applicable:

- 1. A deposit of R2 000 000.00 (Two Million Rand) was already paid into the trust account of J Bredenkamp on the 24th of March 2015, in terms of clause 2.1.
- 2. The balance of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) must be secured by guarantee within 21 (twenty one) days of the deposit paid. According to our calculations, the guarantee to be rendered, is due today, the 14th of April 2015.

Direkteure/Directors:	N J Loubser (B.Proc LLB) J A van der Watt (B.Proc) Dip. Sportslaw (UP) R P van Wyk	(LL9)
	M C Barnerd (LLB; CPE)	
Assosiate/Associates:	D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)	
	J Schoeman (LLB)	
KonsultentelConsultants:	T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Co	uvelance
	J A Kruger (B.Proc UP) LLM (Tax & Insolvency)(UP) Olp. In Fin. Plenning (OOVS)	DAN
	Red og 2007/010392/21	11510

We herewith confirm that we hold instructions from our client, Mr TL Montana, the Purchaser in this transaction, to request the Seller to extend the time period, as stipulated in clause 2.2 of the Agreement, to Monday, the 01st of June 2015.

We herewith confirm that we hold instructions from our client to confirm, in writing, that his delay in rendering a guarantee, is not due to his *mala ficles*, but due to unforseen circumstances, pertaining to the sale of one of his properties, of which the profits out of that sale, is earmarked to be utilised for payment of this property, i.e the rendering of the guarantee.

It was conveyed to our offices that such funds will only be available during the last week of May 2015 to be transferred to our offices, whereafter our offices will invest the funds in an interest bearing account with Investec, to enable our offices to render a guarantee as stipulated in your letter of the 30th of March 2015 through Investec.

We kindly request your offices, and your client to consider our client's proposal, and we await your urgent response hereto.

Yours faithfully LOUBSER VAN DER WALT INC

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

 Assoslate/Associates:
 D Boshoff (B.IVRIS LLB) (Aktevervaardiger/Conveyancer) J Schoeman (LLB)

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

PRASA-BUNDLE-H-234

ANNEXURESS18-CO-230

From: <u>info@fouwalt.co.za</u> Senit: Thursday, April 30, 2015 16:12 PM To: Falipoa Moosa [mailto: Fatima@jhattomeys.co.za] Subject: RF: RE: GEVISSER TO MONTANA (R2278) Attachments: MORCOMBE GUARANTEE.pdf; BOWMAN GILLILLAN GUARANTEL.pdf Good day Fatima,

Lend attached hereto the amended guarantees as now received from Invester.

Kind Regards Vriendelike Groete Connic obo Riaan van der Walt



DUBSER VAN DER WALT INC/ING

Altorneys -- Notaries Conveyancers Prokureurs -- Notaries Conveyancers Prokureurs -- Notarisse -- Aktovervaardigers (193 Justice Maliomed Sirvet, (formevly 375 Chades Street) Anorelya, Protoia / Justice Maliomed Straat 1093 (voorteen Charles Straat 375), Brooklyn, Protoca PO ROX 1935, Brooklyn Square, 0075 / Postus 1935, Brooklyn Sirkel, 0075 DOCEX 13, BSDOKLYN 1 st: (012) 460-1915/6 Fax/Faks: 086-720-8747 Filia: (Fpositiofo@louwalt.co.za

From: Fatima Moosa I<u>mailto:fatima@ibattomeys.co.za</u>] Sent: 30 April 2015 12:32 PM To: info@louwalt.co.za Subject: RE: GLVISSER TO MONTANA (R2278) Importance: High

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🔵 ar Sir

Kindly see our letter attached.

Yours Sincerely

Bredenkamp INC

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J BREDENKAMP INCORPORATED BY E-MAIL: admin@jbredenkampattorneys.co.za 11 Amanda@jbattorneys.co.za

Dear Sir / Madam.

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RE: TRANSFER: M H GEVISSER TO TL MONTANA **ERF 70 HURLINGHAM TOWNSHIP**

We refer to the above matter and your letter of the 30th of April 2015, the contents which we have noted.

We herewith confirm that we will not respond to each and every allegation made in your letter, and herewith reserve all our client's rights to respond thereto in full, in the future, if needs be.

We however confirm and place the following on record:

- We confirm that 2 (two) guarantees was rendered to your offices in terms of the 1.1Addendum on Tuesday, the 28th of April 2015.
- 1.2 We furthermore confirm that we attempted to render the amended guarantees to your offices on the 30th of April 2015 after same was received from Investec. Find مينو مميني 'n attached hereto the 2 (two) guarantees and attempt to send same to your office, j, as well as the Mail delivery failure. We confirm that we are in receipt of both the 4-40 original guarantees. ų. T

N J Loubser (B.Proc LLB) J A van der Walt (B.Proc) Dip. Sportslaw (UP) R P van Wyk (LLB) Direkteure/Directors: M C Barnard (LLB; CPE) D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer) Assosiate/Associates: J Schoeman (LLB) Konsultante/Consultants: T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)

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Page 2

- 1.3 We specifically refer you to clause 2.2 of the Offer to Purchase, that stipulates that the balance of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) shall be paid on transfer, to be secured by bank or other approved guarantees, in favour of the Seller / Seller's nominees, to be deliverd to the Sellers' Conveyancer. We invite your offices to indicate where, in clause 2.2, is it stipulated that the guarantee must be unconditional.
- 1.4 We have indicated to your offices that our client have obtained finance through a Third Party, and in this case, same is Midtonwbrace (Pty) Ltd of which an amount of R12 000 000.00 (Twelve Million Rand) was deposited into the Corporate Cash Manager Account with Investec, under Article 78 (2)A. The guarantees rendered to your offices on the 28th of April 2015, was rendered on the basis that an amount of R12 000 000.00 (Twelve Million Rand) is currently held on our trust account, as stipulated in the guarantees.
- 1.5 We refer your offices to your letter dated the 30th of March 2015, stipulating the guarantee requirements. Your letter of the 30th of March 2015 does not stipulate the new terms and conditions, as stipulated in your clause 2 and 3 of your letter of the 30th of April 2015.
- 1.6 We herewith confirm, and place on record, that our client place in dispute that our client did not comply with the Offer to Purchase, and place any cancellation of the Offer to Purchase in dispute.
- 2. We thus suggest the following:
- 2.1 In the event that your client wishes not to proceed with the Offer to Purchase, the Offer to Purchase must be cancelled, by agreement between the parties, with the specific understanding that our client's deposit of R2 000 000.00 (Two Million Rand) and interest, must be re-paid to our offices, within 48 (forty eight) hours of such an Agreement. We confirm our banking details as follows:

Name	:	Loubser van der Walt Inc
Bank	•	First National Bank - Hatfield
Account nr	:	620 345 937 24
Branch code	:	252 145

(Kindly use reference number: **R van der Walt/R2278** for your payment and kindly further fax proof of payment to our offices on 012 460 1919).

pDirekteure/Directors:

 N J Loubser (B.Proc LLB) J A van der Wait (B.Proc) Dip. Sportslaw (UP) R P van Wyk (LLB) M C Barnard (LLB; CPE)
 B Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)

Assosiate/Associates: D Boshoff (B.IURIS J Schoeman (LLB)

Konsultante/Consultants: T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)

2.2 In the event that your client require further conditions to be stipulated in the guarantee, same must be forwarded to our offices within 48 (forty eight) hours hereof, whereafter our offices will approach Investec to cancel the current guarantees, and to render new guarantees to your satisfaction. This proposal is made on a basis that our client still believes that the correct guarantees have been rendered, and that our client have complied with clause 2.2 of the Offer to Purchase, and that our client's leniency in this regard, must not be seen as an acceptance that our guarantees is not a fulfilment of such clause, but rather an attempt to settle this matter amicably.

We request your offices to reply hereto, at your earliest convenience, and again confirm that our client wishes to proceed with this transaction, and that we are of the opinion that all issues currently can be resolved to the best possible outcome for both our clients.

All our client's rights is specifically reserved.

Yours faithfully LOUBSER VAN DER WALT INC

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 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 Bamard (LLB; CPE)

 Assosiate/Associates:

 D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)

 J Schoeman (LLB)

 Konsultante/Consultants: T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)

J BREDENKAMP INC

ATTORNEYS AND CONVEYANCERS

PRIVATE BAG X7 POSTNET SUITE 51 PARKVIEW, JOHANNESBURG REPUBLIC OF SOUTH AFRICA 2122 DOCEX 668, JOHANNESBURG

PRASA-BUNDLE-H-238

Tel: 011 023 8701/2 & 011 023 6224

30 DUNDALK ROAD PARKVIEW JOHANNESBURG REPUBLIC OF SOUTH AFRICA 2193 E-Mail: <u>admin@ibattorneys.co.za</u> Amanda@jbattorneys.co.za Fax: 086 514 9292 / 086 614 9088

T M IS

Our ref: J BREDENKAMP/Amanda Mare Your ref: R VAN DER WALT/R2278 Date: 7 May, 2015

LOUBSER VAN DER WALT INC

PER E-MAIL : info@louwalt.co.za

Dear Sirs

RE: TRANSFER : M H GEVISSER TO T L MONTANA OVER ERF 70 HURLINGHAM TOWNSHIP

- 1. As you know, we act for Hedda Gevisser the seller of her property 12 Montrose Road, Hurlingham to your client Tshepo Lucky Montana in terms of the agreement of sale dated 9 March 2015 (with two addenda).
- 2. In breach of his agreement your client provided non-approved and non-confirming guarantees out of time.
- 3. As a result, according to the agreement:
 - 3.1 The sale agreement referred to above is cancelled.
 - 3.2 The R2 million deposit paid by your client is to be dealt with as follows:
 - (1) Brokerage is payable by your client to Parn Golding Properties in discharge of your client's obligation in terms of clause 9.3 of the agreement.
 - (2) The balance held by us as selfer's conveyancers is retained for the seller as rouwkoop or penalty as liquidated damages in respect of the prejudice suffered by the seller.
 - (3) We are obliged to pay the commission due to Pam Golding Properties of R620 000 plus VAT to them from the retained deposit. If you have anything to say about that please let us know because the agreement of sale creates rights in favour of Pam Golding Properties which both parties are bound to despite the cancellation of the agreement.
- 4. Although it is not necessary order to achieve the above outcome we are prepared to have our client enter into an agreement confirming the terms of the cancellations set out above.
- 5. There is an alternative.
- 6. In your letter of 4 May 2015 you suggest the possibility of the transaction proceeding. Our client is prepared to

J M Bredenkamp B.A., LL.B (WITS) B.F. Moosa B.A., LL.B (WITS) Registration Number 2001/004985/21

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proceed with the sale of the property to your client on the following conditions:

- 6.1 A new agreement of sale will be signed.
- 6.2 Besides the appropriate terms in the existing agreement your client must agree to the following:
 - (1) That the R2 million deposit is held by us as the deposit for the new sale.
 - (2) By 13h00 on Friday, 15 May 2015:
 - (a) Your client must provide proper guarantees that are approved by us on behalf of our client. The guarantees must be provided by a registered bank on behalf of the purchaser not Midtownbrace (Pty) Limited (whose existence was not revealed by a CIPC search) or any other entity.
 - (b) Pam Golding Properties must waive their right to commission for the first sale and agree to accept the same commission for the new sale.
 - (c) Your client must provide us with the following documents:
 - (i) Identity document;
 - (ii) Marriage certificate (if applicable);
 - (ii) Antenuptial contract (if applicable);
 - (iv) Utility account reflecting your street address not older than 3 months;
 - (v) Income tax reference number;

If you are married in community of property or in terms of customary law, kindly furnish us with copies of the following documents:

- (vi) Identity document of your wife;
- (vii) Utility account of your wife not older than 3 months reflecting her street address;
- (viii) Her income tax reference number;
- (ix) Proof of registration of the customary law marriage.

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- (d) Your client must pay the transfer costs of R76 761.00 and transfer duty of R1 322 500.00 (total R1 399 261.00) details of which are in the pro forma invoice attached.
- (e) Your client must pay our client's wasted attorney and own client costs arising from the cancellation of the sale and reinstatement of the transaction of R30 000.
- (3) The new deed of sate incorporating the above terms must be signed within three business days of acceptance of this offer to do business on the basis set out above. This proposal is not in itself an offer capable of acceptance and giving rise to legal rights and obligations.
- (4) If any of the above conditions is not met the sale can be cancelled immediately on notice by our client.
- (5) If your client does not sign the transfer and related documents within 3 days of our request for signature the purchase price will bear interest at the legal rate till date of signature save in the case of impossibility of performance.
- 7. All the above terms must be accepted by your client by 15h00 on Friday, 8 May 2015.

8. We look forward to hearing from you. Yours faithfully **J BREDENKAMP INC**

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J Bredenkamp B.A., LL.B (WITS)

PRASA-BUNDLE-H-241

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TIME S18-CO-237

Admin at JB Attorneys / Amanda

From:	Loubser van der Walt <info@louwalt.co.za></info@louwalt.co.za>
Sent:	08 May 2015 09:40 AM
i.	admin@jbredenkampattorneys.co.za; Amanda@jbattorneys.co.za
Subject:	RE: TRANSFER: M H GEVISSER TO TL MONTANA
Attachments:	2015.05.08- J BREDENKAMP INCORPORATED.pdf

Importance:

High

Good day,

We refer to the above matter.

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

We trust you find the above in order.

Kind Regards Vriendelike Groete Connie obo Riaan van der Walt



LOUBSER VAN DER WALT INC/ING

Attorneys - Notaries Conveyancers Prokureurs - Notarisse - Aktevervaardigers 1093 Justice Mahomed Street, (formerly 375 Charles Street) Brooklyn, Pretoria / Justice Mahomed Straat 1093 (voorheen Charles Straat 375), Brooklyn, Pretoria P O BOX 1935, Brooklyn Square, 0075 / Posbus 1935, Brooklyn Sirkel, 0075 DOCEX 13, BROOKLYN Tel: (012) 460-1915/6 Fax/Faks: (012) 460-1919 Fax/Faks: 086-720-8747 Email/Epos: info@louwalt.co.za

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

P O Box 1935, Brooklyn Square 0075.

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

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

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

Our Ref:R VAN DER WALT/R2278Your Ref:J BREDENKAMP/AMANDA MAREDate:08 MAY 2015

J BREDENKAMP INCORPORATED BY E-MAIL: <u>admin@jbredenkampattorneys.co.za</u> // Amanda@jbattorneys.co.za

URGENT!!!

Dear Sir / Madam,

RE: TRANSFER: M H GEVISSER TO TL MONTANA ERF 70 HURLINGHAM TOWNSHIP

We refer to the above matter and your letter dated the 07th of May 2015, the contents which we have noted.

We herewith confirm that we will not respond to your clauses 3 and 4 at this stage, and reserve our client's rights to respond thereto in future, if needs be.

We herewith confirm that our client is willing to proceed with this transaction and herewith confirm the following:

1. AD PARAGRAPH 6.1

Agree

2. AD PARAGRAPH 6.2.1

Agree

Direkteure/Directors:	N J Loubser (B.Proc LLB) J A van der Walt (B.Proc) Dip. Sportslaw (UP) R P van Wyk (LLB)
	M C Barnard (LLB; CPE)
Assosiate/Associates:	D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer)
	J Schoeman (LLB)
Konsultante/Consultants:	T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer)
	LA Kruger (B Proc UP) (LM (Tay & Insolvency)/(UP) Din, In Fin, Planning (UOVS)

Page j2

3. AD PARAGRAPH 6.2.2 (a)

- 3.1 Kindly take note that Midtownbrace (Pty) Ltd a client of our offices, who is the Company that have entered into a Loan Agreement and Joint Venture with the Purchaser, for this property. The R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) was paid by Midtownbrace (Pty) Ltd into Midtownbrace's Corporate Cash Management Account (Art 78 (2) A) with our offices, and the guarantee will be rendered from that account on behalf of Mr Lucky Montana.
 - 3.2 We request your offices to forward the details of your required guarantee, taking the above into account, to our offices, by no later than 10h00 on Monday the 11th of May 2015, whereafter we will proceed to request a guarantee from Investec.
 - 4. AD PARAGRAPH 6.2.2(b)

Agree.

5. AD PARAGRAPH 6.2.2 (c)

Same will be provided to your offices.

6. AD PARAGRAPH 6.2.2 (d)

Same is agreed on the basis that the Agreement stipulates that our client will pay same within 14 (fourteen) or 21 (twenty) one days, after rendering of such an invoice.

7. AD PARAGRAPH 6.2.2 (e)

Agree.

8. AD PARAGRAPH 3

Agree, on condition that the new Agreement forwarded to our office, contains the agreed terms and conditions, which Agreement must be forwarded to our offices on Monday, the 11th of May 2015, whereafter we will consult with our client, and forward the signed Agreement to your offices within 3 (three) days thereof.

9. AD PARAGRAPH 4

Agree.

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

 Assosiate/Associates:
 D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer) J Schoeman (LLB)

 Konsultante/Consultants:
 T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer) J A Knoer (B.Proc UP) LLM (Tax & Insolvency)(UP) Dip. In Fin. Planning (UOVS)

Page |3

10. AD PARAGRAPH 5

We do understand why your client wants to require our client to sign all relevant documents within 3 (three) days, but we herewith confirm and place on record, that due to our client's work, he is required to travel to Cape Town and Parliament, almost on a daily basis. We suggest that the 3 (three) days be amended to 7 (seven) days.

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

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Yours faithfully LOUBSER VAN DER WALT INC

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

 Assosiate/Associates:
 D Boshoff (B.IURIS LLB) (Aktevervaardiger/Conveyancer) J Schoeman (LLB)

 Konsultante/Consultants: T A Becker B luris; LLB; LLM (Contracts & Insolvency Law) (UP) (Aktevervaardiger/Conveyancer) LA Kouser (B Proc UP) LLM (Tax & Insolvency)(UP) Dip. In Fin. Planning (UOVS)

PRASA-BUNDLE-H-245



From: Sent: To: Cc:	Admin at JB Attorneys / Amanda <admin@jbattorneys.co.za> 08 May 2015 01:01 PM hedave@mweb.co.za Antony Gevisser <antony@gevisserlaw.com> (antony@gevisserlaw.com);</antony@gevisserlaw.com></admin@jbattorneys.co.za>
	Jonn@gevisser.com; mark@markgevisser.com;
Subject:	patrick.bracher@nortonrosefulbright.com; JanineB (janine@jbattorneys.co.za); 'Janine' (janinebredenkamp1@gmail.com) FW: TRANSFER: M H GEVISSER TO TL MONTANA
Dear Hedda	
Please see e-mail unde	erneath received from the purchaser's Attorneys with regard to Midtownbrace.

JMB 8

Kind regards

Amanda J Bredenkamp Inc

From: Loubser van der Walt [mailto:info@louwalt.co.za] Sent: 08 May 2015 11:34 AM To: 'Admin at JB Attorneys / Amanda ' Subject: RE: TRANSFER: M H GEVISSER TO TL MONTANA

Good day,

We confirm the registration details of Midtownbrace (Pty) Ltd

Land of incorporation: Botswana Registration number: 2008/8940

Trust you find the above in order.

, Kind Regards) Vriendelike Groete

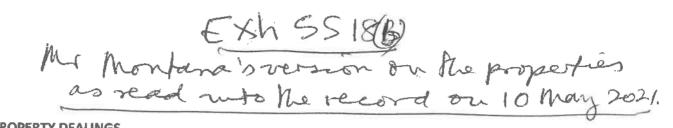
Connie obo Riaan van der Walt



LOUBSER VAN DER WALT INC/ING

Attorneys – Notaries Conveyancers Prokureurs – Notarisse – Aktevervaardigers 1093 Justice Mahomed Street, (formerly 375 Charles Street) Brooklyn, Pretoria / Justice Mahomed Straat 1093 (voorheen Charles Straat 375), Brooklyn, Pretoria P O BOX 1935, Brooklyn Square, 0075 / Posbus 1935, Brooklyn Sirkel, 0075 DOCEX 13, BROOKLYN Tel: (012) 460-1915/6 Fax/Faks: (012) 460-1919 Fax/Faks: 086-720-8747 Email/Epos: info@louwalt.co.za

A++~ \$\$18-CO-241



MY PROPERTY DEALINGS

1463. There is an allegation that Montana received "gratification" in the form of properties purchased on his behalf by Siyangena Technologies. In its so-called preliminary report on PRASA, the Commission's investigator, Clint Oellermann and Evidence Leader, Advocate Vas Soni told the Chairperson of the Commission, DCJ Zondo that "Montana purchased properties of over R36 million within a year". This is false.

1464. Siyangena Technologies or Riaan van der Walt did not purchase any property for me. There are four properties mentioned in Mr Oellermann's report, one in Rose Street, Waterkloof, two adjacent properties in Brooklyn and another in Empire Road, Sandhurst. These were purchased by and are owned by Precise Trade, a company in which Riaan van der Walt is the Sole Shareholder and Director. I reject with contempt thae suggestion these properties belong to me.

1465. There were seven properties in my name. I acquired three of the properties before I joined PRASA in 1998, 2004 and 2005, and I acquired when I was in the employ of PRASA. I have disposed of four properies over the years. There was no Riaan van der Walt or Siyangena Technologies when I bought any these properties.

- 1466. I used my properties to generate profits or as equity in any property development where I became a partner. I have the full right to grow my property portfolio and elected to partner with Riaan van der Walt.
- 1467. My relationship with Riaan van der Walt was above board. It was a partnership about mobilising common resources to develop properties and make money. The partnerships were about identifying opportunities in the property sector with the view to enter into Joint Venture/Partnership Agreements for purposes of development and ultimately share in the profits in each of the developments.

1468. There is nothing irregular or unlawful about this.

- 1469. Mr Van der Walt was not a Director or employee of Siyangena Technologies, had not done work for PRASA nor has he been involved with PRASA tenders awarded to Siyangena Technologies. There was no case of a conflict of interest.
- 1470. Unfortunately, the partnership Riaan ven der Walt and I were pursuing did not materialise and ended on 29 October 2015. A copy of an e-mail from Riaan van der Walt terminating our relationship is attached hereto marked **TLM160**.
- 1471. There is a desperate attempt to present the partnership Riaan van der Walt and I were pursuing as a secret and link this to tenders awarded to Siyangena Technologies. This is simply not true.

- 1472. In his preliminary report presented to the Commission, Mr Oellermann attempts to present financial or bank statements of Loubser Van Der Walt Incorporated managed by Riaan van der Walt, as if these belong to Precise Trade, and by extension, to my relationship with Riaan van der Walt. Whatever transactions that took place between Loubser Van Der Walt Incorporated and TMM are not known to me and have nothing to do with me.
- 1473. I had dealings with Precise Trade which had nothing to do with TMM or the properties which Loubser Van Der Walt Inc was managing. This was confirmed by Robert from Loubser Van Der Walt Attorneys during his testimony.
- 1474. He seemed aggrieved though about the fact Riaan Van Der Walt may have done other business outside the law firm and the other partners did not know. Again, this fight among the partners had nothing to do with me.
- 1475. The false information about "gratification" was first leaked to the journalist Mr Pieter-Louis Myburg when I was still at PRASA. The journalist requested an interview with me on the various properties I owned at the time.
- 1476. The initial allegation was that the property I owned in 10 Newport, Parkwood, Johannesburg was bought for me by Alstom, the lead company in the Gibela Rail Consortium which won the R53 billion PRASA Rolling Stock Fleet Renewal Programme (RSFRP) tender in 2012. Mr Myburg had already contacted some members of the Gibela consortium to interview them about the property.

- 1477. I granted Mr Myburg the interview in April 2015. I had brought to the office all my files of the properties containing bank approvals and monthly repayments of the bond facility.
- 1478. I gave Mr Myburg the time in my office, in the presence of the PRASA spokesperson, Mr Moffet Mofokeng, to peruse the files. It became clear to Mr Myburg that he was on a "goose chase" to nowhere and the files indicated he property in question was acquired by me in 2008 and financed by ABSA Bank.
- 1479. When the opportunity presented itself for Mr Myburg to interview me, he changed his tune. It was no longer about properties. Instead, the interview focused on the RSFRP and he wanted clarity on the different players in this particular transaction. He proceeded to write a piece in the Rapport Sunday newspaper about the role-players trying to link various individuals to former President Zuma.
- 1480. I had issued a statement on 8 February 2016 rejecting the allegations I have benefitted corruptly through my properties. I attach hereto a copy of my statement marked **TLM161**.
- 1481. As recent as 30 January 2018, I have rejected these allegations in my testimony before the Parliamentary Inquiry into Governance at Eskom.
- 1482. I am rejecting the false information and conclusion being made by Clint Oellermann claiming that I bought properties to a value over R30 million.

ABSA 1 BANK ACCOUNT

1483. I can confirm that my own properties were financed by ABSA through a facility called the Private 1 Bank Account, a facility to the tune of R10.5 million. I attach hereto a copy of the ABSA Private Bank One Banking Facility marked **TLM162**.

1484. My monthly repayments for the facility at the time was R95 973 per month. A copy of the email from ABSA calculating the repayments and the terms is attached hereto marked **TLM163**.

1485. The specific details of the properties covered by the Private One Facility:

- ERF 178 Saxonwold, Johannesburg Mortgage Bond in the capital amount of R4 675 000.00 (Four Million Six Hundred and Seventy-Five Thousand Rand);
- ERF359 Parkwood, Johannesburg Mortgage Bond in the capital amount of R2 000 000 (Two Million Rand);
- Remainder Extent of ERF161 Waterkloof, Pretoria First Continuing Covering Mortgage Bond in the capital amount of R1 750 000 (One Million Seven Hundred and Fifty Thousand Rand);
- Remainder Extent of ERF 161 Waterkloof, Pretoria Second ContinuingCovering Mortgage Bond in the capital amount of R270 000.00 (Two Hundred and seventy Thousand Rand);
- Remainder Extent of ERF 161 Waterkloof, Pretoria Third Continuing Covering Bond in the capital amount of R200 000.00 (Two Hundred Thousand Rand);

ERF 1242 Waterkloof, Pretoria – First Continuing Covering Mortgage Bond of R2 160 000.00
 (Two Million One Hundred and Sixty Thousand Rand).

1486. I sold one of the properties in Waterkloof, which reduced the primcipal debt of the Facility to R8, 3 million. The monthly repayments were accordingly reduced to R63 593.00. A copy of the ABSA letter is attached hereto marked **TLM164**.

- 1487. In addition to the four properties, I had acquired in 1998 another property in Mamelodi, Pretoria with a mortgage bond from First National Bank ("FNB").
- 1488. I later sold four of the properties and used the proceeds to settle debts and to invest in other properties.
- 1489. I had relied on the properties which I owned and the Private One Facility that ABSA had extended to me to either buy properties or enter into partnerships or joint ventures to unlock value from properties I owned or to invest in new developments.

1490. I had also lost money when some of the developments did not materialise or were abandoned.

1491. Unfortunately, ABSA could not extend the Private One Facility further and had insisted I had to dispose of or rent out some of the properties to remain within the affordability limit set by the bank, before any financing could be considered.

- 1492. I therefore had to sell some of the properties to meet the bank's requirements, to generate cash or pay for my stake in the various developments agreements I had intended to partake.
- 1493. The false allegations about gratification emanates from the affidavits of Paul O' Sullivan and Philemon Mamabolo, who was doing some investigative work on behalf of Popo Molefe and Werksmans Attorneys. I provide below further details of each of the seven properties I owned over the years:

Remaining Extent of ERF 161, Waterkloof

- 1494. In 2016, Mr Myburg had trespassed on one of my properties, 333 Main Street, Waterkloof, Pretoria claiming he was investigating corruption in the manner in which I had acquired this property.
- 1495. The said property was purchased in December 2004 when I relocated from Cape Town to start a new job as Deputy-Director General (DDG) in the Department of Transport.
- 1496. I was not an employee of PRASA when I acquired this property but I am accused of corruption involving my then future employer. This is simply insane.

- 1497. The property was financed by ABSA through three registered bonds totalling R2.2 million, part of the Private One Facility.
- 1498. I had developed the property into a modern property in the heart of Waterkloof. It is today being used as an Embassy after I had sold it.
- 1499. I sold the property for R8.50 million in late 2016. The bond cancellation was in the region of R2.2 million and the rest of the proceeds were invested into another property in Victoria Street, Waterkloof.____

ERF 1242 Waterkloof, Pretoria

- **864.** This property was purchased in 2005 and financed by ABSA to the tune of R2.16 million, as part of the Private 1 Facility.
- 865. I had done major renovations and extensions to the property. The property was valued at R8.5 million in 2013.
- 866. However, the property was sold for R2 750 million to a family that owned one of the properties purchased by Riaan van der Walt in Brooklyn. My bond with ABSA was cancelled.

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867. I had taken the risk of of letting go of a property at a hugely discounted price. This was to facilitate for the consolidation of the properties and development in the future. The development would have involved Precide Trade and myself.

868. I had effectively lost approximately R5.7 million when the partnership with Riaan van der Walt ended and the development did not proceed.

ERF 178 Saxonwold, Johannesburg

- 1500. This property was purchased in 2008 and was financed by ABSA for approximately R4.675 million, as part of the Private 1 Facility.
- 1501. It was recently sold for R5 million as part of my effort to settle the Facility with ABSA and to the South African Revenue Services ("SARS").

ERF 359 Parkwood, Johannesburg

1502. This property was purchased in 2008 as a complete wreck for R2 million, also financed by ABSA, as part of the Private 1 Bank account.

1503. I had rebuilt the property and turned it into a modern house.

PRASA-BUNDLE-H-255

1504. I sold it for R6.8 million to Riaan Van der Walt in 2013.

- 1505. Louis Myburg claimed that according to "neighbours" in Parkwood, the property should have been sold for R4.8 million. I had asked for R7.2 million but Mr van der Walt offered me R6.8 million for the property which I accepted.
- 1506. The valuation of R3.3 million is not known to me and did not relate to the price of the property at the time of the sale.
- 1507. This noise about the price of the property did not come from neighbours as claimed by Myburg in his article, but it came from Paul O' Sullivan 22-page's affidavit.
- 1508. The journalist and the so-called neighbours did not have details of the investment I had made and had not been inside the house, they did not see the work which had been done, the quality of finishes or items that had been installed yet they wanted to determine the price for my property. The same journalists or investigators did not rely on any independent valuation.

1509. Mr Myburg started writing about the new owner, Mr Van der Walt, and that he had represented

Mr Mario Ferreira in some deal as an attorney. Therefore, we are guilty by association.

ERF 161, Waterkloof

1510. This property was purchased for R2,25 million cash from the proceeds of the sale of my

Parkwood property.

12 Montrose, Hurlingham

1511. I had invested R2 million part of the proceeds of the sale of the Parkwood property into the Hurlingham/Sandhurst property.

1512. I subsequently entered into a Joint Venture with Midtownbrace (PTY) LTD which paid R11.50 mil towards the property and its development. In terms of the Agreement, I had to raise an additional R9.50 mil to match the investment by Midtownbrace.

1513. The purpose of the investment was to develop 15 ultra luxury units, sell this and share the profits on a 50/50 basis. We had estimated that we could 15 luxury units and generate almost R180 million from the development.

1514. Again, a lot of noise was made in the media trying to link my property investments to PRASA tenders and termed this "gratification".

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- 1515. I had approached FNB to finance R10 million of the capital required. My application was not considered because I was told I was now a "Politically Exposed Person" ("PEP").
- 1516. The development could not proceed as a result of adverse media reporting. Again, my partners and i lost money we had invested in this joint venture.
- 1517. We tried everything to recover, including auctioning the property, but could not get the right price under current market conditions.
- 1518. I attach hereto copies of the Joint Venture Agreement with Midtownbrace and related documents marked TLM165a h.

The Mamelodi Property

- 1519. I bought this property through auction in 1998 for R116 000.00. The mortgage bond was with FNB.
- 1520. Whilst the property is registered in my name, it is effectively one of our family homes in my hometown of Mamelodi.

Precise Trading's Brooklyn Properties

- 869. Mamabolo claims in his Affidavit that Riaan van der Walt bought a property for me in Brooklyn, as part of gratification by Siyangena Technologies.
- 870. Mamabolo and O'Sullivan were so determined to tarnish my image and quickly passed the false information to Pieter-Louis Myburg who wrote another article in the Afrikaner Sunday newspaper, Rapport and its sister publication, City Press.
- 871. Had they done proper investigations, they would have come across the following facts:
- 872. Riaan van der Walt bought two adjacent properties in Brooklyn and registered these in the name of his company, Precise Trade.
- 873. I had sold one of my properties in Waterkloof to one black Family looking at the future development of the property.

EAE 212

874. I had rented the property for use by my late aunt to run her catering business.

875. The development potential of the two properties was huge if these were to be consolidated into one erf to enable a larger development in the future.

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- 876. If the development for Brooklyn were to materialise, Riaan van der Walt and I had intended to enter into a joint venture, which I referred to as the proposed Brooklyn development.
- 877. I lost out when the partnership with Rian van Der Walt did not materialise and had lost R5.7 million for this speculative activity.

ATTEMPTS TO UNDULY INFLUENCE THE HAWKS AND NPA

- 1521. Popo Molefe and Werksmans Attorneys had become desperate. Their investigation was not yielding the results they had anticipated. They could not link Jacob Zuma to PRASA contracts or me to any act of fraud and corruption at PRASA.
- 1522. Popo Molefe had written to the Directorate fo Priority Crime Investigations and the National Prosecution Authority to try and get the crime-fighting body to pursue me and others. Copies of the letters are attached hereto marked **TLM166a b**.
- 1523. As part of this process, Popo Molefe had submitted to the DPCI the list of names of people to be pursued. A copy of the list is attached hereto marked **TLM167**.

Th

10/29/2020

Gmail - Fwd: Loan Account with Precise Trade



Exh \$\$18(6)1.

2C 2nice <diplomat2c@gmail.com>

Fwd: Loan Account with Precise Trade

1 message

Lucky Montana <luckymontana500@gmail.com> To: 2C <diplomat2c@gmail.com> Thu, Oct 29, 2020 at 9:00 AM

Sent from my iPhone

Begin forwarded message:

From: Riaan van der Walt <riaan@louwalt.co.za> Date: 29 October 2015 at 12:28:54 SAST To: Lucky Montana <luckymontana500@gmail.com> Subject: RE: Loan Account with Precise Trade

Good day Lucky .

Hope you are well

I have noted the contents of your mail below and confirm the following as the Dir and Shareholder of Precise Trade and Invest :

1) I am prepared to agree that the Loan of R1 300 000.00 + Interest must be repaid by no Later than 31 Des 2015 or even 31 Jan 2016.

2) Unfortunately ; due to various reasons witch include the reasons why Precise and You did not proceed in the past on any Joint Ventures and the very bad publicity Precise and myself received in the Media the past few months ; neither Precise nor myself will be entering into any new Business Developments with You in the near future .

3)I confirm that the decision is purely based on Business criteria's ; future planning of Company ; Current Investors ; Current Developments and the Current Cash flow of Precise .

4)Unfortunately Precise is not in a position to lend you or any 3de party any money .

I sincerely hope that your personal and Financial position will be resolved

Kind Regards Vriendelike Groete Riaan van der Walt Precise Trade and Invest

-----Original Message-----From: Lucky Montana [mailto:luckymontana500@gmail.com] Sent: 28 October 2015 08:59 PM To: riaan@louwalt.co.za Subject: Loan Account with Precise Trade

Dear Riaan

I am in Cape Town to consult with ABSA Private Bank regarding my financial

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10/29/2020

Gmail - Fwd: Loan Account with Precise Trade

position and agree on my exit strategy from the ABSA Private One Facility, which I used to finance my properties and their development. ABSA financed four (4) of my properties through this facility to the tune of R10.5 million, for which I made monthly repayments of R97K a month and later reduced to R70K with the disposal of two of my properties.

I agreed with ABSA that I will settle the remainder of the Facility (R5.9 million) by 31 December 2015. This will require me to dispose of my property in Saxonwold with an estimated value of R8.5 million and shares I have in a company called Bunker Hills, which is a BEE partner to Afrisam. I am expecting to raise just over R10 million from the two transactions.

This situation is necessitated by the fact that I no longer have any income following the termination of my contract of employment with PRASA. I am sitting on a number of assets which I must convert to cash within a short period of time.

I want to request that we amend our Loan Agreement from R1.3 Million to R2.5 million to be repaid by 31 December 2015. This will enable me to meet various short-term commitments whilst concluding the other transactions.

However, I look forward to continue to partner with you and Precise Trade in future developments.

Your positive consideration in this regard will be highly appreciated.

Yours sincerely

Lucky Montana

Sent from my iPad=

Ethss 18(b)u)

STATEMENT BY LUCKY MONTANA, FORMER GROUP CEO OF PRASA, ON ALLEGATIONS OF CORRUPTION LEVELLED AGAINST HIM BY PRASA CHAIRMAN, POPO MOLEFE

JOHANNESBURG

8 FEBRUARY 2016

In the past three days, I have received numerous enquiries from the media, requesting comment from me regarding an affidavit that is deposed to by the Chairman of PRASA, Popo Molefe. In the affidavit, the Chairman alleges that I "benefitted corruptly from a relationship with individuals and entities associated with Siyangena Technologies". He specifically mentions property deals with Mr Riaan Van Der Walt which I, allegedly, benefitted from.

The affidavit is in support of an application lodged by PRASA at the North Gauteng High Court asking the court to set aside the two ISAMS contracts awarded to Siyangena Technologies, during my tenure as Group CEO of PRASA. When one studies the affidavit by Popo Molefe, one gets the impression that Lucky Montana, is one of the respondents in the application. PRASA has specifically brought this application to avoid the arbitration route provided for in the contract between itself and Siyangena Technologies, claiming that the contract is irregular or invalid. I wonder when was Popo Molefe going to expose the alleged corruption against me if Siyangena Technologies did not refer the dispute for arbitration as provided for in the contract.

Instead of dealing with this matter, the Chairman of PRASA used the opportunity to attack my integrity and cause harm to my reputation. If indeed he believed in any of these false and untested allegations, PRASA could have cited me as a co-respondent in the application. The intention of this affidavit is to subject me to the court of public opinion. I firmly reject these allegations and reaffirm that there is no wrongdoing on my part.

I am appealing to Popo Molefe to look at himself before making unfounded and defamatory allegations. His reputation and that of certain members of the Board leave much to be desired. His legacy as the first Premier of the North West Province is not good. He practically destroyed each and every public entity he has lead as Chairman, including PRASA, which is on the verge of collapse. Popo Molefe has been accused of corruption and shady dealings as a businessman. I have personally laid fraud and corruption charges against him at the Hillbrow Police Station in the matter involving SA Fence and Gate, where he took money from this company that does business with PRASA.

To



SA Fence and Gate was paid almost R100 million between August 2014 and January 2015 to install lights as part of a fencing project at Metrorail depots but the lights were not delivered by the end of December last year. In May 2015, I instructed the PRASA Technical division to cancel the contract and recover the money from SA Fence and Gate. This was the final straw that resulted in me leaving PRASA on 15th July 2015.

Popo Molefe was also accused of molesting his 10-year old daughter. This is a dirty old man that can no longer be rehabilitated.

His close confidants in the Board are conflicted and some have criminal records. The Chairperson of the PRASA Audit and Risk Committee, Zodwa Manase, was a service provider rendering internal audit services at PRASA, a contract which was extended once but could no longer be extended. She lost the contract when it was put to open tender.

In December 2014, Zodwa Manase appointed her friends, Kwinana and Associates, as BEE partners to PWC in the asset verification project, without following procurement procedures. She pressured management to put a clause in the contract stating that Kwinana and Associates be paid separately.

Her record at Sita is captured in the Henderson Report, which is publicly available. Zodwa Manase has a criminal record where she pleaded guilty to tax fraud. She should not serve on any Board.

The appointment of Forefront Solutions – a media company owned by friends of Popo Molefe and Mashila Matlala, without following SCM Policies, demonstrates another example of Board interference and corporate governance breach.

The main and serious allegation is that I benefitted corruptly from property deals with Siyangena Technologies and Riaan Van der Walt. An impression is created by the affidavit and previous articles by Pieter-Louis Myburg of Rapport and City Press that Lucky Montana started buying property after he joined PRASA and these were part of corrupt deals.

I confirm that over the years I invested immensely in property, particularly in the period before I joined PRASA and during my stay there. There is nothing unlawful or corrupt about my acquisition of property. I therefore reject the allegations that I benefitted corruptly from property deals with Siyangena Technologies and Riaan Van Der Walt. No properties were bought for me by any of these companies or any individual for that matter. The property mentioned in the Sunday Times article is owned by Precise Trade.

I owned nine (9) residential properties over the years. The majority of these properties were purchased prior to me joining PRASA and were financed through registered financial institutions.

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1. Properties under my name

Below I provide verifiable list of my properties:

- 1st property purchased in 1999 and located in Mamelodi.
- 2nd property purchased in 2000 and located in Kennilworth, Cape Town.
- 9 3rd property purchased in 2002 and located in Rondebosch, Cape Town.
- 4th property purchased in 2004 and located in Waterkloof.
- 5th property purchased in 2005 and located in Waterkloof.
- 6th property purchased in 2008 and located in Parkwood.
- 7th property purchased in 2009 in Saxonwold.
- 8th property purchased in 2014 in Waterkloof.
- 9th property purchased in 2015 in Hurlingham/Sandhurst.

My investment in property did not start with my employment as PRASA Group CEO. I have since disposed of four (4) of the properties and profited from these transactions. I do not owe Popo Molefe, the PRASA Board or Netwerk24 (Rapport/Beeld/City Press) any apology for that. These are/were properties registered in my name and I have every right to develop and/or exploit them.

Siyangena Technologies has never purchased any property for me.

In respect of Riaan Van Der Walt and Precise Trade, I confirm that I partnered with him and third parties to explore property investment as well as development opportunities such as guest houses, student accommodation, mixed residential development, etc.

It is also common knowledge that Riaan Van der Walt bought one of my properties in Parkwood in March 2015. I invested significantly in the property and sold it for R6.8 million in 2015, an act which seems to have made the Afrikaans Sunday Newspaper, Rapport and News24, supported by City Press newspapers extremely angry. They seem to believe that I should not, like all other South Africans, enjoy the right to buy and sell property, an alienable right enshrined in the Constitution of the Republic.

Riaan Van der Walt or his Precise Trade never conducted any business with PRASA and/or any work on the ISAMS contract. I am also not aware of any relationship that exists between Precise Trade and Siyangena Technologies. There is no conflict of interest and nothing corrupt or unlawful about such a partnership.

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2. ISAMS Contract

Siyangena Technologies was awarded two contracts by PRASA in 2011 and 2014, respectively. Both these contracts were approved not by me personally but by the Board following a proper procurement process.

The first contract was a closed tender and the second an open tender, both involving numerous bidders. These tenders were evaluated by a Bid Evaluation Committee, which recommended to the Bid Adjudication Committee, and proceeded to the Finance, Capital investment and Procurement (FCIP) Committee of the Board, which finally recommended to the full Board of PRASA. The Board accordingly approved and authorised the Group CEO to negotiate and sign the contract. This two tenders were therefore not approved by Lucky Montana as is alleged, but by the Board in accordance with the PRASA Delegation of Authority which states that significant contracts of over R100 million must be approved by the Board.

The allegation that these tenders were unlawfully awarded is not supported by documentation or the facts on the ground. Popo Molefe and his Board know that this allegation is false. They should have asked some of their managers who were part of these processes for relevant information before coming to a dramatic conclusion.

In its application papers, PRASA deliberately omitted material facts which are critical to the case. Popo Molefe knew that the inclusion of such information would leave the application devoid of merit. An example of such an omission is the documentary evidence which confirms that the Group CEO at one point in the processing of the second tender was concerned that Siyangena Technologies was being recommended, and as a result requested the SCM Committees to look at this again before its submission to the FCIP Committee of the Board. However, a second evaluation confirmed that Siyangena Technologies was still the best bidder.

If Popo Molefe and his Board had genuine concerns about the contracts which had allegedly been unlawfully awarded, the most logical step was to include the previous Board and former Group CEO, as co-respondents with Siyangena Technologies. They deliberately avoided this route for two reasons: (1) the real intention of Popo Molefe's affidavit was to damage the reputation of the former Group CEO and (2) that the legal costs for the previous board and the former Group CEO would be borne by PRASA.

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2. AN UNLAWFUL INTELLIGENCE OPERATION BY WERKSMANS AND ITS PARTNERS

The problem for PRASA is that its application against Siyangena Technologies confirms two major things: (1) that PRASA has been working with a number of companies and individuals in conducting an unlawful investigation against its former Group CEO and other people. The companies involved in this illegal intelligence operation are Werksmans Attorneys, Basileus Consilium Professional Services, Crowe Howard Forensics, Ngubane and Company, Black Hawks Investigations, Mr Paul O'Sullivan and Mr Dion Pienaar. These companies and individuals were appointed under the pretext that they are running a forensic investigation as part of the remedial actions of the Public Protector, when in fact they are running a rogue intelligence operation.

The intelligence operation, which violates various statutes governing intelligence in the Republic involved the monitoring and interception of communications, including tapping of telephones, interception of bank statements, physical surveillance and monitoring of houses, offices and vehicles and forcefully entry into my house.

Since July 2015, I have been subjected to an intensive campaign by a gang of criminals who had arrogated to themselves key functions of the State. The trail of this operation is so massive and established that it will no longer be possible to undo. This is in breach of various laws that govern intelligence in South Africa and the Constitution. I have since laid formal charges with the Police against Werksmans Attorneys and its cahoots in this criminal activity.

PRASA's application and the affidavit by Popo Molefe constitute an admission that they are involved in unlawful conduct. The basis of the application is derived from a 22-page report compiled by Paul O' Sullivan, which was submitted to PRASA and Werksmans Attorneys. Werksmans, based on this and other intelligence reports, compiled by other team members, summoned, interviewed and threatened many other people within and outside of PRASA to provide information that could be used to nail the former Group CEO.

Paul O' Sullivan's report makes false conclusions but also contains information that was unlawfully obtained from my home. These include receipts and notes taken unlawfully, amongst others, from delivery vehicles. Armed men would forcefully enter my house, intimidate construction workers and take pictures and building plans. These armed men pretended to be Building Inspectors from the City of Tshwane or presented themselves as coming from the National Prosecution Authority (NPA).

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The infamous visit to my house by the Rapport journalist, Pieter-Louis Myburgh, coincided with all these unlawful activities.

In 2015, Mr Myburg wrote numerous newspaper articles with the sole objective of damaging my reputation. Most of these articles were either false and/or ignored accurate information about the acquisition of my properties.

His famous story is about the height of the new PRASA locomotives where he claimed that these were "tall". The report of the Rail Safety Regulator (RSR) does not support his contention on the issue of heights. The new PRASA locomotives meet South African railway safety standards.

The articles by Mr Myburg were not only false but malicious to the extreme. In one article, Mr Myburg wrote a story summarising the 22-page report compiled by Paul O'Sullivan and stated that charges had been laid against me at the Brooklyn Police Station. He further stated, on two occasions that the Directorate for Priority Crimes Investigation (the Hawks) provided him with information about an ongoing investigation against me.

Pieter-Louis Myburg claims to be an investigative journalist. To the contrary, the facts indicate that he is part of this unlawful operation and/or allowed himself to be used. He agreed to be used to systematically tarnish and destroy my reputation as well as create the conditions for my removal as Group CEO of PRASA.

(2) Popo Molefe and his Board deliberately misled Parliament – a very serious charge indeed. During his presentation to the Portfolio Committee in Parliament, Honourable Members asked him about the investigations and the involvement of one Paul O' Sullivan. Popo Molefe stated that Paul O' Sullivan is not working with them and went as far as to condemn Mr O' Sullivan as a discredited individual. However, the affidavit of Popo Molefe is based on the report of the very same person he claimed was not part of the PRASA investigation, and had no credibility.

4. Impact on PRASA

The Board's shenanigans have severely impacted on the business and operations of PRASA. Since April last year, the Board has not focused on the mandate of the business of PRASA but on unlawful intelligence work.

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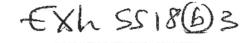
A feature of this period is the cancellation of contracts – big and small, regardless of the impact on operations. Critical contracts for maintenance, minor repairs, and supply of spare parts have been terminated. Small black companies are feeling the brunt of this action. They have not been paid as a result, with PRASA failing to spend the bulk of its capital allocation this year. Less than half of the capital allocation of R14 billion has not been spent in the current financial year. Across the country, rail services have collapsed and moved from better to worse. Without operational leadership, effective maintenance, spare parts, availability and reliability of coaches and other operational assets keeps on deteriorating, with more coaches taken out of service as a result of this foolish action. It is a matter of "cutting your nose to spite your face".

PRASA as a business has not been able to effectively discharge its responsibility for better public transport. The witch-hunt disguised as an investigation contributes to delays in the modernisation programme, with the Braamfontein Depot being a case in point. Popo Molefe and the Board have also insisted that the new locomotives must be returned to the manufacturer. This is foolishness of the worst kind and had resulted in the long-distance train services going back to where it was 5 years ago – when PRASA used to lease old and unreliable locomotives from Transnet at a huge cost.

This business is not focusing on what it needs to do but on rogue intelligence work which has got nothing to do with the mandate of PRASA.

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Generic Banking Products P.O. Box 3264 Cape Town 8000 Tel: 021-415 5100 Fax: 021- 415 8181 Swift Adress : ABSA ZA JJ http://www.absa.co.za

31 August 2009

Mr TL Montana 333 Main Street WATERKLOOF 0181

Dear Mr Montana

ABSA PRIVATE BANK ONE BANKING FACILITY (Incorporating a Pre-Agreement / Quotation)

We refer to the discussions between yourself and URSULA WILLIS of Absa Bank Limited ("Bank") on 13 AUGUST 2009 and are pleased to inform you that the Bank has approved a banking facility ("facility") as set out hereunder.

1 QUOTATION AND PARTICULARS OF THE FACILITY

1.1 Total Principle Debt:

1.2 Other amounts payable by the client :

1.2.1 Initiation Fees

R5 700.00

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R10 500 000.00

- 1.3 The amount of the facility will be available on an account for you at the TYGERVALLEY Branch of the Bank ("Loan Account").
- 1.4 This quotation shall remain valid and open for acceptance by the customer for a period of 5 (five) business days from the date of presentation to the customer, after which if not accepted by the customer, the Bank shall be entitled to either withdraw or review the quotation.

Absa Bank Limited/Beperk, Reg No 1986/004794/06

DC Brink (Chairperson), *M Ramos (Group Chief Executive), DC Arnold, BP Connellan, YZ Cuba, BCM de Vitry d'Avaucourt (French), SA Fakie, G Griffin, M W Hlahia, M J Husain, A Jenkins (British), R Le Blanc (British), T M Mokgosi-Mwantembe, E C Mondlane (Jr) (Mozambican), TS Munday, SG Pretcrius, *JH Schindehütte, LL von Zeuner, B J Willemse. *Executive Directors/Utivoerende Direkteure

Authorised Financial Services Provider / Gemegligde Finansièlediansteverskaffer - Registered Credit Provider/Geregistreerde Kredietverskaffer; Reg-no NCRCP7

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1.5 Notwithstanding the client's acceptance hereof, the Bank reserves the right to review the quotation after expiry of the above-mentioned 5 (five) day period, and to reassess the credit application should incorrect or incomplete information have been provided by you or obtained by the Bank, or should new or additional information be disclosed by you to the Bank or obtained by the Bank after the date of Quotation hereof, which information is material and relevant to the above-mentioned credit assessment, or which may have a material impact on the abovementioned Quotation.

2 NATURE OF FACILITY

- 2.1 You will be able to make transfers from the loan account to the cheque account referred to in 5.
- 2.2 The loan account will be accessible via the cheque account by means of the Internet, Telephone Banking, Automatic Teller Machines or the Bank's credit or other cards.

3 REPAYMENT OF THE FACILITY

- 3.1 Monthly instalments of not less than R92 602.48 (NINETY TWO THOUSAND SIX HUNDRED AND TWO RAND AND FORTY EIGHT CENTS) are payable if the full facility is utilised. The instalments may change due to changes in the Bank's prime overdraft rate.
- 3.2 The settlement term will change should there be a change in the Bank's prime overdraft rate. Should you wish to maintain the original settlement term you would be required to adjust your monthly instalment.
- 3.3 Should the monthly instalment as specified above fall into arrears, the interest rate appropriate to the facility will be reviewed.

4 DURATION OF FACILITY

The facility is granted -

- 4.1 on the above basis, provided that the terms and conditions thereof are reviewed at intervals not exceeding 360 days; and
- 4.2 on the basis of, amongst other things, your current financial position being disclosed to us and that the Bank, from time to time, may require updated information on your financial position.

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5 CHEQUE ACCOUNT

It is an express condition of the facility that you will maintain an active cheque account ("cheque account ") at the Bank.

SET-OFF AND SWEEPING 6

- The credit balance in the cheque account will be set-off against the debit balance 6.1 in the loan account whereupon interest will be calculated on the net balance.
- 6.2 At the end of each day the Bank will check the funds available in the cheque account and sweep the necessary money from the loan account in order to keep the cheque account at the minimum balance level you requested, but only for as long as the debit balance on the loan account does not exceed the amount of the total facility.
- Sweeping of account balances will be applied from the loan account to the 6.3 cheque account at a level of your choice.
- 6.4 In the event that you decide not to make use of sweeping, or the Bank at its sole discretion has cancelled sweeping, it will only be reinstated upon receipt of a written request. Re-instatement of sweeping will be subject to the terms and conditions set out in paragraphs 6.1, 6.2 and 6.3 above.

7 SECURITY

It is a condition of the facility that:

- a first continuing covering mortgage bond in the capital amount of 7.1.1 R1 750 000.00 (ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND RAND), plus interest and costs (excluding all legal costs), is registered by you in favour of the Bank over the Property REMAINDER OF ERF 161 WATERKLOOF, PRETORIA ("Bond")
- a second continuing covering mortgage bond in the capital amount of 7.1.2 R270 000.00 (TWO HUNDRED AND SEVENTY THOUSAND RAND), plus interest and costs (excluding all legal costs), is registered by you in favour of the Bank over the Property REMAINDER OF ERF 161 WATERKLOOF, PRETORIA ("Bond")
- 7.1.3 a third continuing covering mortgage bond in the capital amount of R200 000.00 (TWO HUNDRED THOUSAND RAND), plus interest and costs (excluding all legal costs), is registered by you in favour of the Bank over the Property REMAINDER OF ERF 161 WATERKLOOF. PRETORIA ("Bond")

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- 7.1.4 a first continuing covering mortgage bond in the capital amount of R2 160 000.00 (TWO MILLION ONE HUNDRED AND SIXTY THOUSAND RAND), plus interest and costs (excluding all legal costs), is registered by you in favour of the Bank over the Property ERF 1242 WATERKLOOF, PRETORIA ("Bond")
- 7.1.5 a first continuing covering mortgage bond in the capital amount of R2 000 000.00 (TWO MILLION RAND), plus interest and costs (excluding all legal costs), is registered by you in favour of the Bank over the Property ERF 359 PARKWOOD, JOHANNESBURG ("Bond")
- 7.1.6 a first continuing covering mortgage bond in the capital amount of R4 675 000.00 (FOUR MILLION SIX HUNDRED AND SEVENTY FIVE THOUSAND RAND), plus interest and costs (excluding all legal costs), will be registered by you in favour of the Bank over the Property ERF 178 SAXONWOLD, JOHANNESBURG ("Bond")
- 7.2 you will provide us with confirmation by an insurance company, acceptable to the Bank, that the total Property, including any improvements on the Property (including a sectional title unit), has been insured for its replacement value for all risks against which any such property will normally be insured;
- 7.3 should the insurance company not form part of the Absa Group of companies, the policy will need to be ceded to the Bank;
- 7.4 the following additional security is required by the Bank, viz.
 - 7.4.1 Cession of Sanlam Life policy no 041644827X2.

8 INTEREST

- 8.1 The interest rates applicable to the outstanding amounts under the facility will be calculated as follows and are payable monthly in arrear:
 - 8.1.1 In respect of amounts outstanding from R6 250 000.00, a rate equal to the Bank's prime overdraft rate, from time to time, less two comma two five (P 2,25 %) percentage points.
 - 8.1.2 In respect of amounts outstanding from R6 250 000.00 to R8 800 000.00, a rate equal to the Bank's prime overdraft rate, from time to time, less one comma five zero (P - 1,50 %) percentage points.
 - 8.1.3 In respect of amounts outstanding from R8 800 000.00 to R10 500 000.00, a rate equal to the Bank's prime overdraft rate from time to time, less comma five zero (P – 0,50 %) percentage points.
- 8.2 For the purpose only of calculating interest on amounts outstanding under the facility, all balances (whether credit or debit), will be set off against each other so that interest will be calculated on a net balance on the loan account only.

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- 8.3 Subject to 8.2, interest on any net credit balances will be calculated at a rate determined by the Bank (which rate will not be less than the Bank's Call rate) from time to time.
- 8.4 Interest will be calculated on the daily balance capitalised monthly and payable monthly in arrear on an annual rate, as the case may be, on the loan account and the cheque account and be debited or credited to the loan account.
- 8.5 Subject to 8.2, should the management of the afforded facility or the borrower's financial position change, the Bank reserves the right to adjust the interest rates after 30 days written notice.

9 CHARGES

- 9.1 The following fee will be payable in respect of the cheque account:
 - 9.1.1 R310,00 (THREE HUNDRED AND TEN RAND) per month in respect of cheque and debit order service fees as well as sweeping and set-off fees, irrespective of whether a debit or a credit balance is reflected, which will be debited to the cheque account.
- 9.2 The service fees reflected in point 9.1.1 are subject to review from time to time.

10 CONDITIONS

The Bank will require from you, in writing, from time to time such financial information and such other particulars as may be necessary to enable the Bank to assess your financial position.

11 COLLECTION COSTS AND DEFAULT ADMINISTRATION CHARGES

- 11.1 The Bank will charge (and the client will pay) in respect of enforcement by the Bank of the client's payment obligations under this facility agreement, all costs incurred by the Bank in collecting (as contemplated in the National Credit Act) any amount due and/or payable in terms of this facility agreement in terms of –.
 - 11.1.1 the Supreme Court Act, 1959;
 - 11.1.2 the Magistrate's Court Act;
 - 11.1.3 the Attomeys Act, 1979;
 - 11.1.4 the Debt Collector's Act, 1998,

as the case may be, but excluding any default administration charges contemplated in clause 11.2 below.

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If the client defaults in any payment obligation under this facility agreement, the 11.2 Bank will levy (and the client will pay) default administration charges in respect of each letter the Bank needs to write to the client in terms of the National Credit Act. Such charges will be equal to that payable in respect of a registered letter of demand in an undefended action in terms of the Magistrates' Court Act together with the necessary expenses incurred in delivering such letter.

IMPLICATIONS OF DEFAULT AND PROCESS TO BE FOLLOWED 12

- 12.1 Should:
 - 12.1.1 the client fail to pay any amount payable by him to the Bank on the due date thereof; or
 - 12.1.2 the client breach any provision of this agreement or any security document: or
 - 12.1.3 the client being a Trust, be revoked, discharged or varied in any manner whatever or suffer any change in its beneficiaries after the signature date: or
 - 12.1.4 the client being a natural person, publish notice of the voluntary surrender of his estate, or die; or
 - 12.1.5 the client not being a natural person, be wound-up, liquidated, deregistered or placed under judicial management, in any such event whether provisionally or finally and whether voluntarily or compulsorily, or pass a resolution providing for any such event; or
 - 12.1.6 the client have any application or other proceedings brought against or in respect of him in terms of which he is sought to be sequestrated or placed under curatorship if a natural person, or, if not a natural person, deregistered, wound-up, liquidated or placed under judicial management, in any such event whether provisionally or finally; or
 - 12.1.7 the client have any judgment or similar award ("judgment") awarded against him and fall to satisfy such judgment within 30 (thirty) days after becoming aware thereof and
 - if such judgment is appealable, fail to appeal against such 12.1.7.1 judgment within the time limits prescribed by law or fail to diligently prosecute such appeal thereafter or ultimately fail in such appeal; or
 - suffer attachment of any of his assets in execution of any 12.1.7.2 judgment or award: or

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- If such judgment is a default judgment, fail to apply for the 12.1.7.3 rescission thereof within the time limits prescribed by law or fail to diligently prosecute such application thereafter or ultimately fail in such application; or
- 12.1.7.4 if such judgment is reviewable, fail to initiate proceedings for the review thereof within the time limits prescribed by law or fail to diligently prosecute such proceedings thereafter or ultimately fail in such proceedings; or
- 12.1.8 the client be or become insolvent or commit any act which is or, if the client was a natural person, would be an act of insolvency as defined in the Insolvency Act No 24 of 1936; or
- 12.1.9 the client being a company or a close corporation, be deemed to be unable to pay its debts in terms of the Companies Act No 61 of 1973 or the Close Corporations Act No 69 of 1984; or
- 12.1.10 the client compromise or attempt to compromise with, or defer or attempt to defer payment of debts owing by him to, his creditors generally; or
- 12.1.11 the property, or any part thereof, be expropriated; or
- 12.1.12 the client does anything which may prejudice the value, priority or legality of any security held by the Bank; or
- 12.1.13 any of the warranties given by or for the client to the Bank are incorrect; or

the client will be in default.

- If the client is in default, the Bank may: 12.2
 - 12.2.1 refuse to advance to the client or any other person that portion of the amount referred to in clause 1 above which has not already been advanced at the time:
 - 12.2.2 give the client written notice of such default and may propose that the client refer this agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under this agreement or develop and agree on a plan to bring repayments up to date;
 - 12.2.3 commence legal proceedings to enforce this agreement if:
 - the client has given notice to terminate any debt review 12.2.3.1 process under section 86 of the National Credit Act which may then be underway in respect of this agreement; and

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Lucky Montana

From: Sent: To: Subject:	ursulaw@absa.co.za Thursday, August 13, 2009 4:55 PM Lucky Montana FW: PRIVATE ONE INCREASE APPROVAL
Importance:	High
DOC001.PDF (55 KB) Dear Luci	Exh \$\$ 18(6) 4
Good news. An amount	of R4.250 mil has been approved subject to certain conditions.
 R10.5mil over 20 years reviewable annually (23/07/2010); R6 250 000 @ Prime - 2.25% = R55 232 R2 550 000 @ Prime - 1.5% = R23 769 R1 700 000 @ Prime - 0.5% = R16 972 TOTAL REPAYMENT: - R95 973 p/m.) 1st CCMB for R4.675 mil over ERF 178 Saxonwold Jhb to be registered. ABSA HOC for at least R4 769 944. 4) Undertaking from you that one of your existing properties will be sold or rented out. 5) Sufficient life cover for full facility - R10.5mil. Please complete the forms that Ben has sent you so that this can be finalised before transfer of this property. 	
Kindly confirm acceptance of the above conditions per return email. We will then send the instruction to the attorneys to draft documents.	
Kind regards	
Ursula Willis Private Banker ABSA Private Bank Tyger Valley Tel: +27 21 974 1600 Direct tel: +27 21 974 1637 Office fax: 021 914 7991 Cell: 082 453 3639 Email address: ursulaw@absa.co.za	
Assisted by: Tuyokazi Katsha Assistant Personal Banker Email: vuyokazik@absa.co.za Direct Tel: + 27 21 974 1738	
This e-mail, which may include one or more attachments, is strictly confidential and may contain privileged information. All information therein is Absa Bank Ltd. proprietary, intended for internal use by employees only and may not be distributed to the general public.	
Original Message From: mdc@absa.co.za [mailto:mdc@absa.co.za] Sent: 13 August 2009 04:36 PM To: Ursula Willis (ursulaw@absa.co.za) Subject: Scan from a Xerox WorkCentre	
Please open the attac WorkCentre.	hed document. It was scanned and sent to you using a Xerox

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Privato Banking

Tygervalley Office Park Cor Willle Van Schoor and Old Oak Roads Bellville 7530

Tel +27 (0) 21 974 1600 Fax +27 (0)21 914 6780

Swift Address: ABSA ZA JJ absa.co.zr Privato Bankulonste

Tygervallei Kantoorpark HVV Wille Van Schoor en Old Oakweg Beliville 7530

Tel +27 (0) 974 1600 Faks +27(0)21 914 6780

Swift Adres: ABSA ZA JJ ebsa.co.za

Mr Tshepo Lucky Montana

333 Main Street

WATERKLOOF

0181

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19 December 2013

FACILITY LETTER: ABSA PRIVATE BANK ONE BANKING FACILITY

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(Incorporating a Pre-Agreement / Quotation)

We have pleasure in advising you that ABSA Bank Limited ("we", "us" or "Absa") has approved a facility for you and that we offer you this facility subject to the following:

1. QUOTATION AND PARTICULARS OF THE FACILITY

- 1.1
 Total Principal Debt:
 R8 300 000.00

 (Monthly capital reduction of R20 000.00 from 28 January 2014)
- 1.2 Other amounts payable by the client:

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1.2.1 Initiation Fees R0.00

- 1.3 The amount of the facility will be available on an account for you at the TYGERVALLEY Branch of the Bank ("Loan Account").
- 1.4 This quotation is valid and binding for 5 (five) business days from the date of presentation to you.

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Absa Bank Limited Reg No 1986/004794/06 Authorised Financial Services Provider Registered Credit Provider Reg No NCRCP7 Company Information: www.abca.co...a Absa Bank Beperk, Reg No 1986/004794/06 Gemagtigde Finansielediensteverskaffer Geregistreerde Kredietverskaffer Reg No NCRCP7 Maatskappy-inligting: www.abca.co.za

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1.5 We may review the quotation and reassess your credit application at any time after the 5 (five) days have passed if you have provided, or we have obtained, incorrect or incomplete information, or if you or another person discloses new or additional information to us after the date of the quotation which is material and relevant to our credit assessment or which may have a material impact on the quotation. For purposes of the quotation "material information" means any information about you which could affect our decision to grant you credit on the terms of the quotation.

2. REPAYMENT OF THE FACILITY

You must repay the Facility in monthly instalments of not less than R63 593.00 (SIXTY THREE THOUSAND FIVE HUNDRED AND NINETY THREE RAND) if the full Facility is utilised.

3. SECURITY

3.1 We granted this Facility to you, subject to you providing us with the following securities -

Existing security:

- 3.1.1. the registration in our favour of a first continuing covering mortgage bond in the capital amount of R4 675 000.00 (FOUR MILLION SIX HUNDRED AND SEVENTY FIVE THOUSAND RAND), plus interest and costs (excluding all legal costs), over ERF 178 SAXONWOLD, JOHANNESBURG;
- 3.1.2. the registration in our favour of a first continuing covering mortgage bond in the capital amount of R2 000 000.00 (TWO MILLION RAND), plus interest and costs (excluding all legal costs), over ERF 359 PARKWOOD, JOHANNESBURG;
- 3.1.3. the registration in our favour of a first continuing covering mortgage bond in the capital amount of R1 750 000.00 (ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND RAND), plus interest and costs (excluding all legal costs), over REMAINDER EXTENT OF ERF 161 WATERKLOOF, PRETORIA;

F. Con T. L.M. R. M.

PRASA-BUNDLE-H-280

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- 3.1.4. the registration in our favour of a second continuing covering mortgage bond in the capital amount of R270 000.00 (TWO HUNDRED AND SEVENTY THOUSAND RAND), plus interest and costs (excluding all legal costs), over REMAINDER EXTENT OF ERF 161 WATERKLOOF, PRETORIA;
- 3.1.5. the registration in our favour of a third continuing covering mortgage bond in the capital amount of R200 000.00 (TWO HUNDRED THOUSAND RAND), plus interest and costs (excluding all legal costs), over REMAINDER EXTENT OF ERF 161 WATERKLOOF, PRETORIA;
- 3.1.6. you agree to provide us with confirmation by an insurance company, acceptable to us, that this property, including any improvements on the property (including a sectional title unit), has been insured for its replacement value for all risks against which any such property will normally be insured. If the insurance company is not a subsidiary of Absa Group Limited (registration number 1986/003934/06), you will be required to cede the insurance policy to us;
- 3.1.7 you are required to provide us with a copy of the abovementioned insurance policy together with proof that all the insurance premiums for that policy are up to date. If you fail to do so we will be entitled to arrange insurance on your behalf and to pay the required premiums on your behalf. You will be liable to refund such premiums to us on demand.

3.1.8 Other Conditions:

- 3.1.8.1 Rates & Taxes to be paid up to date.
- 3.1.8.2 Monthly capital reduction of R20 000.00 from 28 January 2014.
- 3.1.8.3 Updated valuation over Erf 161 Waterkloof, Pretoria to be obtained by next review.

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4. INTEREST RATE

4.1 The interest rate applicable to the outstanding amounts under the Facility will be calculated at a rate as follows:

Prime less 2.25% (two point two five percent) in respect of the net balance between R0.00 (NUL RAND) but not exceeding R4 050 000.00 (FOUR MILLION AND FIFTY THOUSAND RAND), and

Prime less 1.50% (one point five zero percent) in respect of the net balance between R4 050 001.00 (FOUR MILLION AND FIFTY THOUSAND AND ONE RAND) but not exceeding R6 600 000.00 (SIX MILLION SIX HUNDRED THOUSAND RAND), which is payable monthly in arrears.

Prime less 0.50% (zero point five zero percent) in respect of the net balance between R6 600 001.00 (SIX MILLION AND SIX HUNDRED THOUSAND AND ONE RAND) but not exceeding R8 300 000.00 (EIGHT MILLION THREE HUNDRED THOUSAND RAND), which is payable monthly in arrears.

4.2 If the Facility is exceeded, we will levy interest on the total amount by which the Facility is exceeded, at a rate of prime less 0.50% (zero point five zero percent).

Please initial each page and sign the last page of this letter to accept this facility.

You confirm that you have been given an adequate opportunity to read and understand the Terms and Conditions of this Facility and that you have been made aware of all the terms printed in bold.

Please contact URSULA WILLIS at ABSA PRIVATE BANK TYGERVALLEY if the offer is not acceptable or if you require more information.

2/01/

Yours sincerely

Signed at Belluille on

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For Absa Bank Limited 3 CASPER VAN DER MERUE Souddy / Aleksen PRIVATE BANKER PRIVATE BANK MICA BASIL LICK-PENNT PRIVATE SANK

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To: Absa Bank Limited

ACCEPTANCE OF FACILITIES FOR PRIVATE BANK ONE ACCOUNT

The facility offered in the attached facility letter is hereby accepted on the terms and conditions contained herein.

Belluille 2014 Signed at on Witnesses: (STAFF) ITY 1. Den/SC Full names: TL MONTANA Residential address: 48= ID: 700425 5660 081 Crescent KKEIN Client/On behalf of client duly authorised 7500 thereto Identity number : 680707 006808/ litness plese (C 2. Full names: Residential address: Identity number :

E Call

EXh 5518(6)6.1.

MEMORANDUM OF AGREEMENT

entered into and between

MIDTOWNBRACE (PTY) LTD

(Registration Number: 2008/8940/07) (hereinafter referred to as "Midtownbrace")

and

TSHEPO LUCKY MONTANA

(Identity Number: 700425 5660 08 1) (hereinafter referred to as "Montana")

IN RE:

JOINT VENTURE: ERF 70 HURLINGHAM TOWNSHIP, JOHANNESBURG

To Flim

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **MONTROSE DEVELOPMENT:**

- 1.1 The parties agree to enter into a joint venture on 70 Hurlingham Township, Johannesburg.
- 1.2 The parties has agreed that out of the nett profit made out of the joint venture, the parties will receive an equal percentage of 50% (fifty percent) each from the nett profit, after repayment of all capital invested in the project, by both parties.
- 1.3 The profits will be distributed between the parties, as agreed to, in writing, and confirmed by a qualified Auditor.

2. **CAPITAL INVESTMENT:**

- 2.1 Midtownbrace will invest a maximum amount of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) into this joint venture.
- 2.2 Montana has already invested an amount of R3 400 000.00 (Three Million Four Hundred Thousand Rand) in the project.
- The further development costs of R8 100 000.00 (Eight Million One 2.3 Hundred Thousand Rand), will be funded by Mr Montana which will bring both parties on an equal level of investment, of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand).

To FLM

3. <u>SECURITY:</u>

- 3.1 The parties agree that as security for the capital investment, already invested by Midtownbrace, a covering mortgage bond will be registered over the property in the amount of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) plus R500 000.00 (Five Hundred Thousand Rand) towards costs, after the property has been duly registered in the name of Montana.
- 3.2 The covering mortgage bond is attached hereto as Annexure "A".
- 3.3 Montana confirms that he currently holds a life policy of R10 000 000.00 (Ten Million Rand), of which this life policy will be ceded to Midtownbrace, in the event of the death of Montana, as further security.

4. DEVELOPMENT RIGHTS AND REZONING:

- 4.1 The parties agree that Montana will proceed to obtain development rights, to be agreed to, in writing, between the parties, within 12 (twelve) months, from signing of this Agreement.
- 4.2 The development must be finalised within 3 (three) years from signing of this Agreement.

5. OPTIONS:

5.1 The parties will, within 30 (thirty) days after the development rights have been finalized, have a meeting to decide whether they will proceed with the development, in the alternative, whether the development will be placed in the market, to be sold at a profit.

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5.2 In the event that the parties can not reach an amicable agreement to this decision, Midtownbrace will have the final say to decide on the process forward on this venture.

6. <u>RUNNING COSTS:</u>

The parties agree that Montana will solely be responsible for the water and lights, rates and taxes, refuge and / or any insurance to be paid on this property up until such time as the parties has decided on the way forward on the development.

7. BREACH:

- 7.1 Subject to clause 7.2 below, should any party breach any of its obligations in terms hereof and persist in such breach for a period of seven (7) days after written notice will have been given to it by the other party, the aggrieved party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to:
 - 7.1.1 an order for specific performance and damages; or
 - 7.1.1 cancel this agreement and claim damages.
- 7.2 Notwithstanding anything to the contrary the parties agree that no party shall be entitled to cancel this agreement unless the breach complained of is a material breach going to the root of the contract and is incapable of being remedied by the payment of monetary compensation or otherwise or if so capable of being remedied, the defaulting party fails so to remedy the breach within thirty (30) days of receipt of written notice calling upon it so to do. If any dispute shall arise as to whether:

- 7.2.1 any breach is a material breach which goes to the root of the contract; or
- 7.2.2 the breach is incapable of being remedied by the payment of monetary compensation or otherwise; or
- 7.2.3 if it is capable of being remedied by the payment of monetary compensation or otherwise, whether the defaulting party has failed to do so timeously, then such dispute shall be determined, *mutatis mutandis*, in accordance with the provisions above.
- 7.3 Any amount falling due for payment by any party in terms of or pursuant to this agreement including any amount which may be payable as damages shall bear interest thereon, at the prime rate, and reckoned from the due date for payment (or, in the case of any amount payable by way of damages, with effect from the date upon which those damages are sustained) to the actual date of payment thereof, both dates inclusive.
- 7.4 All costs, charges and expenses of whatsoever nature which may be incurred by any party in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted shall be recoverable from the party against which such rights are successfully enforced.

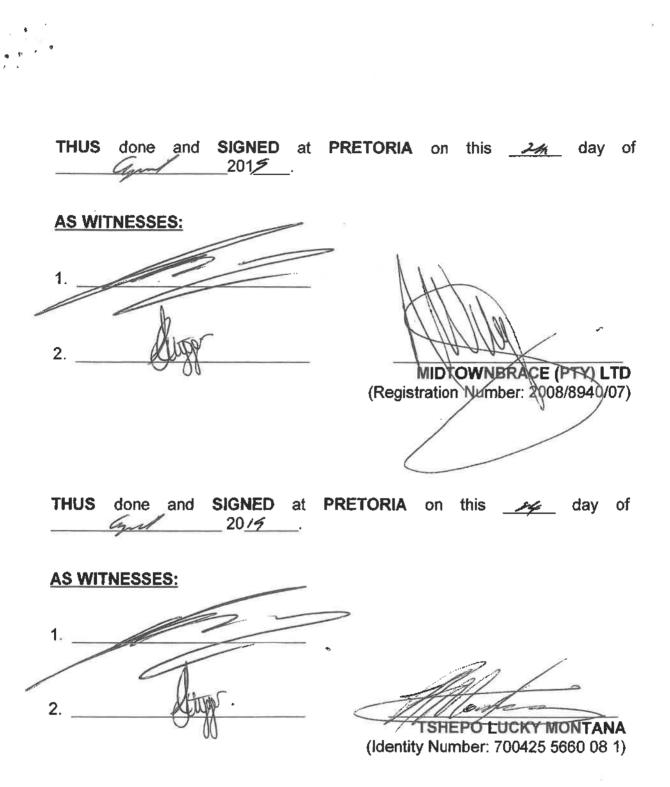
8. <u>DOMICILIA:</u>

The parties choose the following addresses as their *domicilium citandi et* executandi for any notices to be served on them:

8.1	MIDTOWNBRACE (PTY) LTD:
	Physical address: Plot 54886 Phakalune GABORONE Botswana
	Postal address: PD BUX 318 GABDBONE
	Tel number: + 267 71201149
	Fax number:
	Cell number: 1267 71201149
	E-mail address: andre @huntessen tral. (DM.
8.2	MONTANA:
	Physical address: 333 MAIN STREET, WATERKLOOF
	Postal address: 333 MAIN STREET, WATERKLOOF, 1801
	Tel number: $(012) 748 - 7010(w)$
	Fax number:
	Cell number: 082 771 4698
	E-mail address: twomana@prawg.com

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Exh 5518(4)6.2.

333 Main Street Waterkloof PRETORIA 0181

24 April 2015

Dear Sirs

SUBJECT: MEMORANDUM OF AGREEMENT: JOINT VENTURE FOR DEVELOPMENT OF ERF 70, HURLINGHAM TOWNSHIP, SANDHURST

Thank you for the opportunity to collaborate on this exciting project and wish to express my sincere appreciation to Midtownbrace (PTY) LTD for its commitment and capital investment in this development. As stated in the Memorandum of Agreement, "Midtownbrace" will "invest a maximum amount of R11,5 million" and I will on my part, and in addition to the R2 million that I have paid as deposit for the acquisition of the property, raise additional capital so that both parties are "on an equal level of investment". This is necessary so that "the parties will receive an equal percentage of 50% (fifty percent) each from the net profit, after repayment of all capital investment in the project, by both parties".

I attach hereto, for your information and records, the exiting diagrams of the property as approved by the City of Johannesburg (CoJ) on 16 January 2007.

Once more, I look forward to our partnership and hopefully future collaboration between us on property and asset development.

Kind regards

LUCKY, MONTANA (PARTNER)

FUM TO



a world class African city

TO: THE REGISTRAR OF DEEDS

City of Johannesburg Land Use Development Management Lepal Administration Department of Development Planning

9th Floor A-Block Metropolitari Centre 158 Civic Boblevard) Braamfontein 2017

PO Box 30733 Braamfontein South Afera 2017

Tel +27(0) 11 407 6558 Fax: +27(0) 11 339 5428

www.joburg.org.za

OUR REF .: 02/3478/2006

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY (hereinafter referred to as "the COUNCIL")

herein represented by **HECTOR BHEKI MAKHUBO** in his capacity as **DEPUTY DIRECTOR: LEGAL ADMINISTRATION** duly authorised thereto by virtue of a resolution of the COUNCIL dated 23 June 2016, a certified copy of which is annexed hereto as ANNEXURE 'A' herewith confirms in terms of Regulation 38 of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) as amended. as follows:

The owner has complied with the conditions relevant to the subdivision of ERF 70 HURLINGHAM as imposed by the COUNCIL in terms of the letter of approval and the subdivision certificate dated 16 January 2007:-

SUBJECT TO the transfer of Portion 2 of Erf 70 vide diagram S.G. No. 5568/2014 and the registration of the Certificate of Registered Title in respect of Portion 3 of Erf 70 vide diagram S.G. No. 5569/2014.

SIGNED AT JOHANNESBURG THIS DAY OF 26 Suffer but PRESENCE OF THE UNDERSIGNED WITNESSES:

2017 IN THE

AS WITNESSES:

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Contact Person: Noa Sekgothe Tel. No. 011-407- 6376 Fax: 011-339-6428

Hector Bheki Makhubo **Deputy Director:** Legal Administration



a world class African city

City of Johannesburg Land Use Development Management Legal Administration Department of Development Planning

9th Floor A-Block Wetropolitan Centre 158 Civic Boulevard Braamfontein 2017

PO 8ox 30733 Braamfootein South Africa 2017

Tei +27(0) 11 407 6558 Fax +27(0) 11 339 6428

www.joburg.org.za

Annexure 'A'

CERTIFIED EXTRACT FROM THE MINUTES OF THE MEETING OF THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY.

- (A) At the meeting held on 23 June 2016, the City of Johannesburg Metropolitan Municipality resolved in terms of Item 19, as follows:
 - That in terms of the section 162 of the Constitution of the Republic of South 1. Africa, 1996 (Act 108 of 1996), read with section 13 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), read with section 32 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and read with section 7(6) of the Rationalisation of Local Government Affairs Act. 1998, the By-law attached as Annexure C to this report be formally adopted and approved as the City of Johannesburg's Municipal Planning By-law.
 - 2. ...
 - З. That, in addition to the original authority the authorised official obtains from the provisions of SPLUMA and the Municipal Planning By-law itself, the powers and functions as set out in Annexure D to this report be delegated to the authorised official in terms of section 56 of SPLUMA read with section 59 of the Local Government: Municipal Systems Act, 32 of 2000.
 - 4. . . .
- Resultant from (A) above, the Executive Director: Development Planning sub-**(B)** delegated, inter alia certain responsibilities in terms of relevant legislation governing the scope of the work of Land Use Management, directly to the Deputy Director: Legal Administration.

Certified a true copy of the original.

H.S. WAKHUBO **Deputy Director: Legal Administration**

TR F.L.M.

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CO-ORDINATES System: WG 29° ANGLES OF SIDES SG No. χ Y metres 0.00 +2 800 000,00 Constants 5568/2014 +89 518,10 A B B C +96 637,84 282.57.10 36,41 A +89 526,26 42,02 352.02.20 ₿ +96 602,35 +96 596,53 +89 567,87 СD 37,69 82.18.50 С Approved DA 175.52.50 +96 633,89 +89 572,92 54.96 Ď INDICATORY DATA +96 602,33 +96 597,28 185.44.30 B' +89 526,07 B B' 0,19 C C' 0,75 82.18.50 С' +89 567,97 TOWN SURVEY MARKS for +89 232,94 +96 925,30 SAN6 Ð +96 742,62 +89 904,72 SAN10 ⊕ SURVEYOR-GENERAL BEACON DESCRIPTIONS 2015-01-08 A,D,C' and 12mm iron peg B' wall corner ORD, No. 15/1986 Section 92 Plan and Certificate Inset 1 Scale 1: 50 Montrose Road 15,74m Montrose Road A oB' See inset 1 ----B 81 Portion 1 B °C Inset 2 Scale 1: 100 Portion 1 Remainder B Portion 1 See inset 2 С C'C C D Portion 3 D of Erf 251 Portion 3 of Erf 251 Portion 2 of Erf 251 SANDHURST EXTENSION 6 TOWNSHIP TN Scale 1 : 1000 The figure ABCDEA represents 1748 square metres of land being Portion 2 of Erf 70 HURLINGHAM TOWNSHIP Province of Gauleng Surveyed in November and December 2014 by me C.P. Wimberley PLS0960 Professional Land Surveyor File Erven This diagram is annexed to The original diagram is \sim S.G. No. A5323/1937 PORTION S.R. No. 2642/2014 No Transfer T8075/1938 T.M. 3003 d.d. Grant Comp. IR1A-21B Pretoria 2856. i.f o GP S.G. No.A1659/1937 Registrar of deeds C.C.T

TP-J-L.M.

SUBDIVISIONAL DIAGRAM

Final markese,

TO TELW

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WIMBERLEY and ASSOCIATES Professional Land and Engineering Surveyors 50 Bayers Naude Drive Roosevelt Park Johannesburg 2195 Email; pwimb@teltomsa.na:

Telephone Fax Cells Paul

011-888-9331 011-888-9335 082-550-7793

Bernard Schumacher 11 Evelyn Ave Bordeaux North Randburg

16th October 2017

Dear Sir.

Portion 2 of Erf 70 Hurlingham Township Diagram 5568/2014

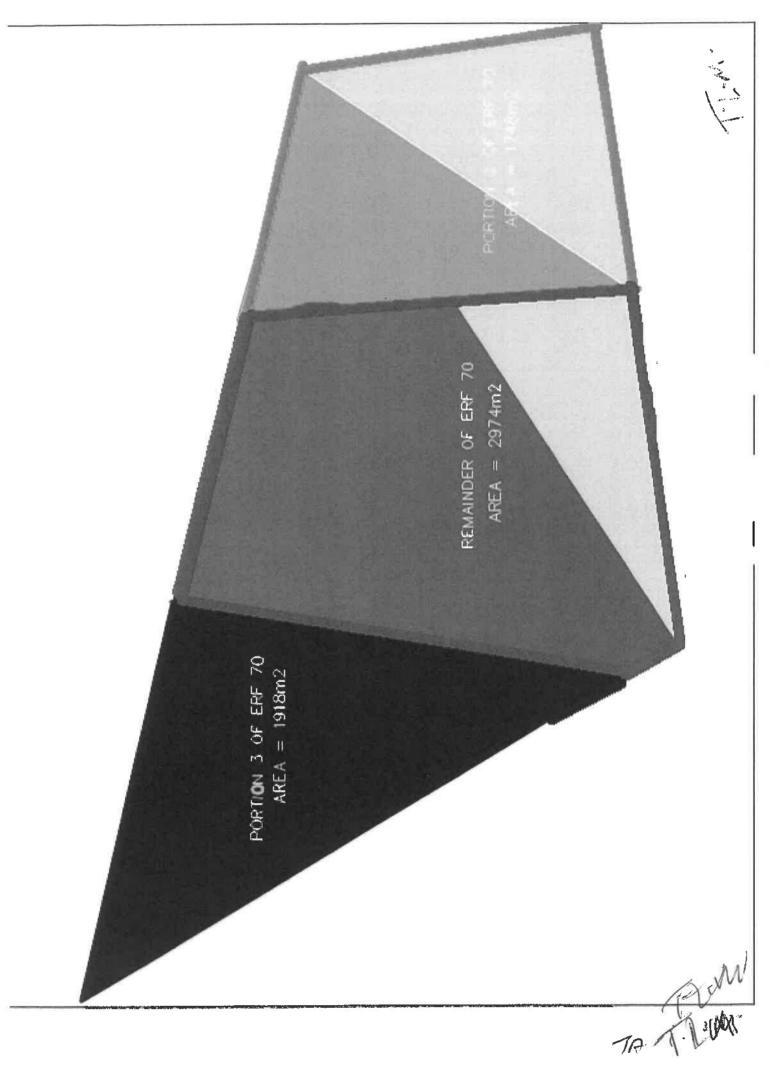
I hereby give my consent for you to obtain two certified copies of the above diagram. There are no outstanding fees for the work done in 2014.

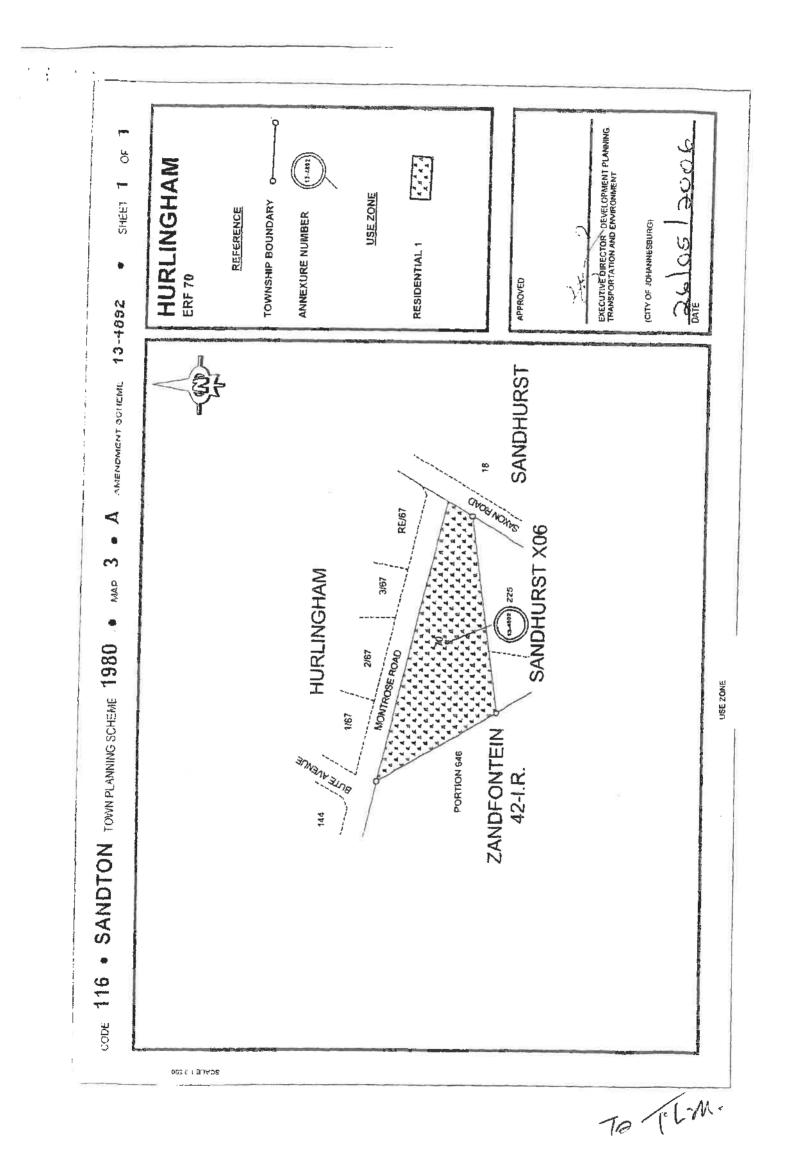
Yours Sincerely

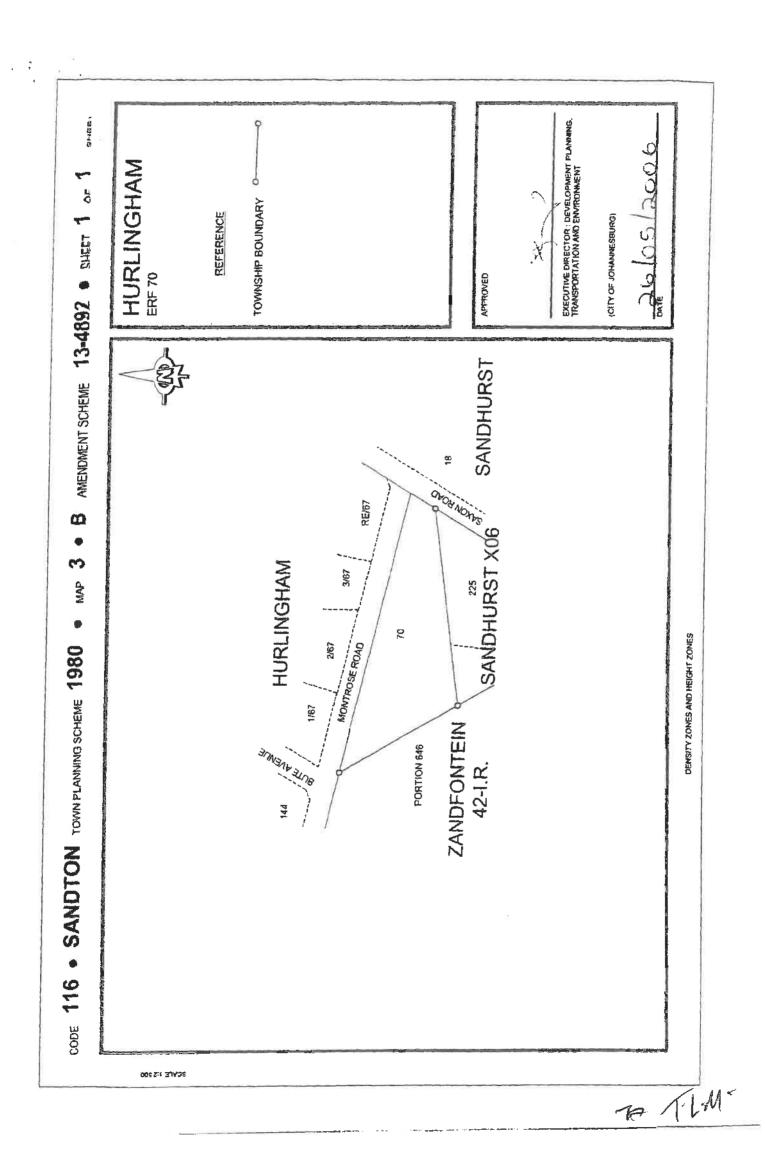
C P Wimberley Professional Land Surveyor

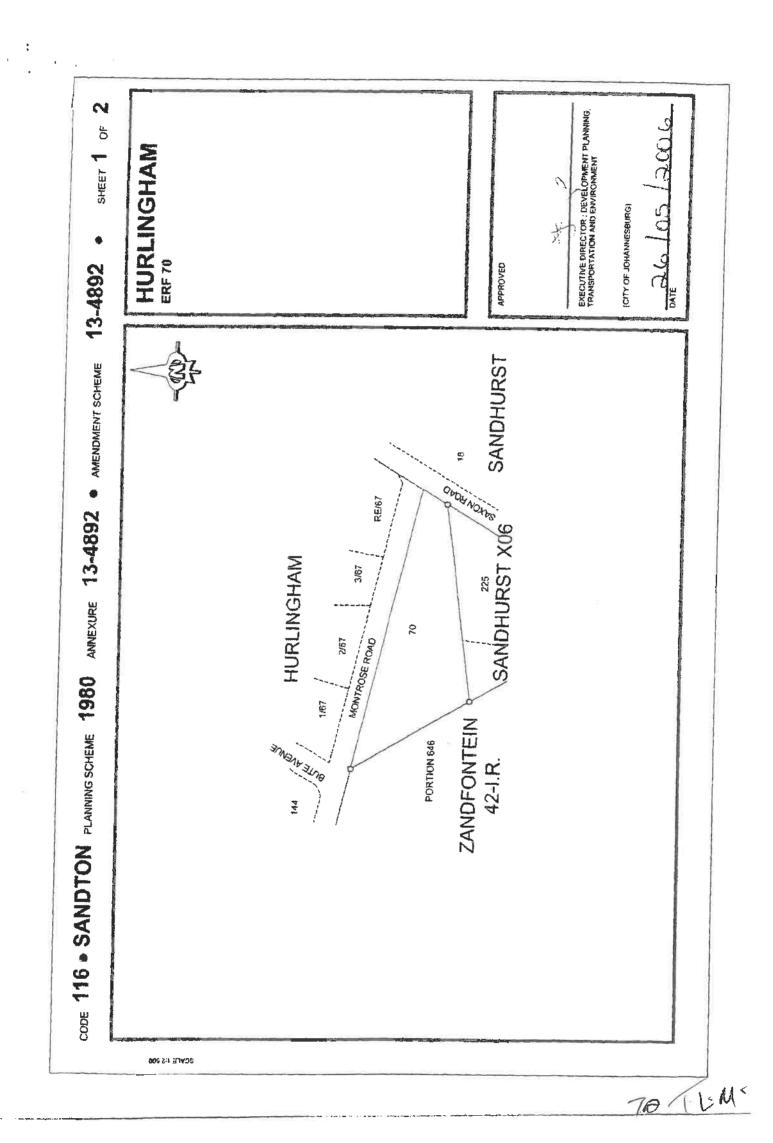
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USE ZONE	USE ZONE 1: RESIDENTIAL 1	AL 1	HURLINGHAM
In addition to th	le general con	In addition to the general conditions of the Scheme, the erf is subject to the following further conditions:	ERF 70
Primary Rights	24	As per Scheme	
Consent Rights	575¢/	As per Scheme	
No Rights	•••	As per Scheme	
Servitude		N/A	
Height	a.	Height Zone 0 (2 storeys)	
Coverage		As per Scheme	
Floor Area	b a	As per Scheme	
Parking	20	As per Scheme	
Density		As per scheme - Five (5) dwelling units per hectare, when no subdivision portion may be smaller than $2000m^2$ with a maximum variance from $2000m^2$ not to exceed 5%. A maximum of four (4) dwelling units will be permitted on the site.	
Building lines		As per Scheme 5 metres along common boundaries 3 metres along Erven 224 and 225 Hurlingham. 3 metre building line shall be retained along all street frontages. All building line areas shall be landscaped.	
General Conditions:	ions:		TRANSPORTATION AND ENVIRONMENT
Ļ,	Access to am	Access to and egress from the site shall be to the satisfaction of the local authority.	(CITY OF JOHANNESBURG)
	The applicant Saxon Roads.	The applicant / owner shall provide a 5m x 5m splay on the property at the intersection of Montrose and Saxon Roads.	20 los 200 c

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SANDTON TOWN PLANNING SCHEME 1980

AMENDMENT SCHEME 13-4892

The Sandton Town Planning Scheme, 1980, approved by virtue of Administrator's Notice 606, dated 28 May 1980, is hereby amended and altered in the following manner:

- 1. The Map, Sheets 48 A and 48 B Series, as shown on Map 3, Amendment Scheme 13-4892.
- 2. By the addition of Annexure to the Scheme 13-4892.

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LOCAL AUTHORITY NOTICE

CITY OF JOHANNESBURG

REMOVAL OF RESTRICTIVE ACT, 1996 (Act No 3 of 1996)

NOTICE NR. 879 OF 2006

It is hereby notified in terms of section 6 (8) of the Removal of Restrictions Act, 1996, that the City of Johannesburg has approved that :

- conditions (d) up to and including (n) from Deed of Transfer T41171/2002 in respect of Erf 70 Hurlingham be removed, and
- 2) Sandton Town-Planning Scheme, 1980, be amended by the rezoning of Erf 70 Hurlingham from "Residential 1" to "Residential 1", subject to certain conditions, which amendment scheme will be known as Sandton amendment scheme 13-4892 as indicated on the approved application which are open for inspection at the office of the Executive Director : Development Planning, Transportation and Environment, 158 Loveday Street, Braamfontein, 8th floor, A block Civic Centre, and are open for inspection at all reasonable times.
- Sandton amendment scheme 13-4892 will come into operation 28 days after the date of publication hereof.

Executive Director : Development Planning, Transportation and Environment Date: 02 August 2006 Noticenr: 879/2004

PLAASLIKE BESTUURKENNISGEWING

STAD VAN JOHANNESBURG GAUTENG WET OP OPHEFFING VAN BEPERKING, 1996 (Wet No 3 van 1996) KENNISGEWING Nr. 879 VAN 2006.

Hierby word ingevolge van artikel 6(8) van die Gauteng Wet op Opheffing van Beperkings, 1996, bekendgemaak dat die Stad van Johannesburg goedgekeur het dat :

- 1) voorwaardes (d) tot (n) van Aktevan transport T41171/2002 met betrekking tot Erf 70 Hurlingham opgehef word; en
- 2) Sandton dorpsbeplanningskema, 1980 gewysig word deur die hersonering van Erf 70 Hurlingham vanaf "Residensieel 1" na "Residensieel 1", onderworpe aan sekere voorwaardes, welke wysigingskema bekend sal staan as Sandton wysigingskema 13-4892 soos aangedui op die goedgekeurde aansoek wat ter insae lê in die kantoor van die Uitvoerende Direkteur : Ontwikkelings Beplanning, vervoer en Omgewing, Lovedaystraat 158, Braamfontein, 8str vloer, A Blok, Burgersentrum.
- 3) Sandton wysigingskema 13-4892 sal in werking tree 28 dae na die datum van publikasie hiervan.

Uitvoerende Direkteur : Ontwikkelings Beplanning, Vervoer en Omgewing Datum: 02 Augustus 2006 Kennisgewing No : 879/2006

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333 Main Street

WATERKLOOF

0181

Midtownbrace (Pty) Limited

Plot 54886 Phakalane

Gaborone

Botswana

Per e-mail: andre@huntessential.com

Dear Sir,

RE: MEMORANDUM OF AGREEMENT: JOINT VENTURE ERF 70 HURLINGHAM TOWNSHIP, JOHANNESBURG

I refer to the Memorandum of Agreement concluded between Midtownbrace (Pty) Limited 1. and myself ("the parties") at Pretoria on 14th April 2015.

Exh SS186)6-3,

- In terms of the Agreement, the parties agreed to enter into a joint venture in respect of the 2. property bearing cadastral description 70 Hurlingham Township, Johannesburg.
- Since the signing of the above Agreement, I have been severely prejudiced in meeting any 3. financial obligations, by circumstances which were beyond my control. As you are no doubt aware, I had to step down from my position as Group CEO of the Passenger Rail Agency of SA (PRASA) in July 2015, three months after we signed the Memorandum of Agreement. This was followed by a relentless media campaign, which unfortunately impacted negatively on my reputation and this has worked unfavourably with me liaising with financial institutions.

Page 1

PRASA-BUNDLE-H-305

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- 4. My application to FNB (June 2015) for a loan amount of R8 million to give effect to Clause
 2.3 of the Agreement could unfortunately not be finalised as a result. I am now experiencing extreme difficulty on fulfilling my obligations in terms of the Memorandum of Agreement.
- 5. I have tested the market with the view to a possible disposal of the property but responses were not favourable due to poor market conditions. It is important that whatever offer we receive should at least guarantee the original Capital Investment made by Midtownbrace and myself as per the Memorandum (Joint Venture) Agreement. The existing house on the property is also in a bad state and this has made matters difficult. I have put a contractor on site to restore the old house and introduce some improvements prior to any possible future disposal of the property.
- 6. I would therefore propose, that given the circumstances which I find myself in, that we mutually terminate the Agreement aforesaid.
- In recognition of your investment, | propose to pay Midtownbrace a cancellation fee of R500 000 which is not provided for in the Memorandum of Agreement.
- 8. The terms of the termination are to be of full force and effect upon you consenting to same. Subsequent to the termination, I propose to make payment to you as follows:
 - 8.1 R500 000 (Cancellation Fee) on 30th September
 - 8.2. R4 Million on 17th October 2016;
 - 8.3 R4 Million on 30th November 2016; and
 - 8.4 R3.5. Million on 23rd December 2016
- 9. I trust that you will accept my proposal in a favourable light and look forward to hearing from you.

<u>(*</u>С:М <u>Раде 2</u>

s.c

,

SS18-CO-302

10. Kindly acknowledge receipt hereof.

Yours faithfully

TSHEPO LUCKY MONTANA

Page 3

Exh5518(6)6.4 ŧ Exh 5518(b)6.5

not submitted



DELIVERED BY EMAIL

LOUBSER VAN DER WALT INC 1093 Justice Mahomed Street Brooklyn Email: riaan@louwalt.co.za

Your Ref: R VAN DER WALT/R2278

Our Ref: R Saint/M022 Date: 9 March 2018

Dear Sir

RE: MEMORANDUM OF AGREEMENT: JOINT VENTURE

ERF 70 HURLINGHAM TOWNSHIP, JOHANNESBURG

- 1 The above matter and your letter of the 27th February 2018 refers.
- 2 At the onset, it is our instructions that our respective client have novated the Joint Venture agreement of which your client alludes to in your aforesaid correspondence. The terms of the novated agreement are captured in our respective client's exchange of correspondence during or about August 2016 (the "New Agreement"). Copies of this correspondence is attached hereto for your ease of reference.
- 3 Naturally, as the Joint Venture Agreement has fallen away, the *causa* for the registration of any mortgage bond has also fallen away as the registration documents were signed on the basis of the Joint Venture Agreement, both of which, are inextricably linked. To this end, we are of the view that your client is not entitled to enforce registration of a Covering mortgage bond on any part of the property.
- 4 Subsequent to the entering into of the New Agreement, our client has not met the payment terms as recorded in therein, however has taken steps to fulfil its obligations which are more fully elucidated below.
- 5 As your client is undoubtedly aware, the property in question has been subdivided. Loosely put, the main portion of the Property, has been previously subjected to a sale through Aucor Property during August/September 2017. Our client was eager on concluding a potential sale as upon flourishing of the sale, it would have been in a position to settle your client in the amount of R12 000 000.00 (twelve million rand) from the proceeds thereof.
- 6 Without going into much detail, unfortunately, due to suspected collusion between Aucor Property and the Purchaser, our client was not willing to

unnecessary tax liability as a result of such collusion. This potential sale was of course cancelled.

- 7 At this stage, our client has placed the main property on the market for sale at R13.5 000 000.00 (Thirteen million and five hundred thousand Rands) with the objective of settling your client in the amount of R12 000 000.00(twelve million rands). Our client is confident that it will be able sell the property at this price.
- 8 In the circumstances and given the difficult market conditions in the property market, our client anticipates that the property will be sold within the next 6 months. In light hereof, our client requests that it be given this time to allow our client sufficient time to sell the property at a reasonable price.
- 9 As soon as the property is sold, our client shall ensure that a letter of undertaking will be issued in favour of your client, that it shall receive its R12 000 000.00(twelve million rands) from the proceeds of such sale.
- 10 In the interim however, our client is willing to provide your client with a signed acknowledgment of debt in the amount of R12 000 000.00 (twelve million rands), provided that your clients rights on such acknowledgement of debt shall only be enforceable from the 1st October 2018, by which time our client is confident that the property would be sold at the asking price.
- 11 It is our view that the above is the most suitable option on moving forward.
- 12 We trust that you find the above in order and look forward to your favourable responses.

Yours Faithfully,

R.Saint





COMBINED SUMMONS

IN THE HIGH COURT OF SOUTH AFRICA, GAUTENG DIVISION, PRETORIA

7, **case number:** 34349/19 EXLSS186

In the matter between:

MIDTOWNBRACE (PTY) LTD (Reg nr: 2008/8940/07)

and

PLAINTIFF

TSHEPO LUCKY MONTANA (ID: 700425 5660 08 1)

DEFENDANT

TO: The Sheriff or his Deputy:

INFORM: TSHEPO LUCKY MONTANA (Identity Number: 700425 5660 08 1) an adult businessman, with residential address being 335 MAIN STREET, WATERKLOOF, PRETORIA, GAUTENG, who's further particulars are unknown to the Plaintiff.

(hereinafter called the Defendant)

THAT MIDTOWNBRACE (PTY) LTD (Reg nr: 2008/8940/07) a private Company properly registered in terms of the Laws of the Republic of South Africa, with chosen *domicilium citandi et executandi* being LOUBSER VAN DER WALT INCORPORATED, 1093 JUSTICE MAHOMED STREET (FORMERLY 375 CHARLES STREET), BROOKLYN, PRETORIA, GAUTENG.

(hereinafter called the Plaintiff)

Hereby institutes action against the Defendant in which action the Plaintiff claims the relief and on the grounds set out in the Particulars annexed hereto.

INFORM the Defendant further that if Defendant disputes the claim and wishes to defend the action, Defendant shall:

- (i) within 10 (TEN) days of the service upon Defendant of this Summons, file with the Registrar at the new Supreme Court Building, Cnr. Paul Kruger and Madiba Streets, Pretoria, Notice of Defendant's Intention to Defend an serve a copy thereof on the Plaintiff's Attorneys, which Notice shall give an address (not being a post office box or *poste restante*) referred to in Rule 19(3) for the service upon the Defendant of all notices and documents in the action;
- (ii) thereafter, and within twenty (20) days after filing and serving notice of intention to defend as aforesaid, file with the Registrar and serve upon the Plaintiff a Plea, Exception, Notice to Strike Out with or without a Counterclaim;

INFORM the Defendant further that if Defendant fails to file and serve notice as aforesaid, Judgment as claimed may be given against Defendant without further notice to Defendant or if, having filed and served such notice, Defendant fails to Plead, Except, make Application to Strike Out, or Counterclaim, Judgment may be given against Defendant;

AND immediately thereafter serve on Defendant a copy of this Summons and return the same to the Registrar with whatsoever you have done thereupon.

DATED at PRETORIA on this the 16th day of MAY 2019.

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(SGD) J A VAN DER WALT ATTORNEY WITH THE RIGHT OF ADMISSION IN TERMS OF SECTION 4(2) OF ACT 62 OF 1995

(SGD) J A VAN DER WALT

LOUBSER VAN DER WALT ATTORNEYS FOR PLAINTIFF 1093 JUSTICE MAHOMED STREET (formerly 375 Charles Street) BROOKLYN, PRETORIA TEL: 012 460 1913/5/6 FAX: 012 460 1919 E-MAIL: info@louwalt.co.za REF: R VAN DER WALT/R2278

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PARTICULARS OF CLAIM

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The Plaintiff is **MIDTOWNBRACE (PTY) LTD (Reg nr: 2008/8940/07)** a private Company properly registered in terms of the Laws of the Republic of South Africa, with chosen *domicilium citandi et executandi* being **LOUBSER VAN DER WALT INCORPORATED, 1093 JUSTICE MAHOMED STREET (formerly 375 Charles Street), BROOKLYN, PRETORIA, GAUTENG.**

2.

The Defendant is **TSHEPO LUCKY MONTANA** (identity number: 700425 5660 08 1), an adult businessman, with residential address being **335 MAIN STREET**, **WATERKLOOF, PRETORIA, GAUTENG**, who's further particulars are unknown to the Plaintiff.

3.

The Defendant's *domicilium citandi et executandi* address, alternatively cause of action falls within the jurisdiction of the above Honourable Court.

4.

On or about the 14th of April 2015 and or near Pretoria, the Plaintiff, represented by it's duly authorised Director and the Defendant, entered into a written Memorandum of Agreement *in re* a Joint Venture : Erf 70 Hurlingham Township, Johannesburg.

5.

The salient express, alternative implied, further alternative tacit terms of the Memorandum of Agreement were as follows:

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- 5.1 The Plaintiff will invest an amount of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) in the Joint Venture and development of Erf 70 Hurlingham Township, Johannesburg.
- 5.2 As security for the investment by the Plaintiff, the Plaintiff will be entitled to register a Covering Mortgage Bond of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) plus R500 000.00 (Five Hundred Thousand Rand) towards costs, over the property, of which the Covering Mortgage Bond was signed simultaneously with the Joint Venture Memorandum of Agreement.
- 5.3 The Defendant was obliged to proceed with the development rights of the property within 12 (twelve) months' from signing of the Agreement, with the specific understanding that the development must be finalised within 3 (three) years' of signing of the Agreement.

6.

On or about the 26th of August 2016 an agreement was reached between the Plaintiff and the Defendant to cancel the Joint Venture Memorandum of Agreement, of which the saliant express, alternative imply, further alternation tacit terms of the Cancellation Agreement were as follows:

- 6.1 The Plaintiff and the Defendant agreed to cancel the Memorandum of Agreement of Joint Venture dated the 14th of April 2015 by mutual agreement.
- 6.2 The Defendant will pay a cancellation fee of R500 000.00 (Five Hundred Thousand Rand) .
- 6.3 The Plaintiff will not proceed with the registration of the Covering Mortgage Bond over the property, subject to the fulfilment of the payment terms.

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- 6.4 The Defendant will make payment of the outstanding capital amount of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand), together with the cancellation fee of R500 000.00 (Five Hundred Thousand Rand), on the following basis:
 - 6.4.1 Payment of R500 000.00 (Five Hundred Thousand Rand) on the 30th of September 2016;
 - 6.4.2 Payment of R4 000 000.00 (Four Million Rand) on the 17th of October 2016;
 - 6.4.3 Payment of R4 000 000.00 (For Million Rand) on the 30th of November 2016;
 - 6.4.4 Payment of R3 500 000.00 (Three Million Five Hundred Thousand Rand) on the 23rd of December 2016.
- 6.5 In the event that the Defendant is in breach of the payment arrangement, the Defendant will sign a Power of Attorney, authorising the Plaintiff to sell the property on auction.

7.

Due to the Defendant's breach of the downpayment arrangement, a Power of Attorney, authorising the Plaintiff to proceed with the sale of the property on a public auction, was duly signed on the 18th of September 2018.

8.

8.1 The Plaintiff instructed Park Village Auctioneers to proceed with the sale of Remainder of Erf 70, Hurlingham Township, Johannesburg, which auction took place on the 26th of November 2018.

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8.2 The Plaintiff did not accept the offer of R4 000 000.00 (Four Million Rand) on the two (2) properties.

9.

On the 31st of January 2019 the Plaintiff proposed a further settlement of this matter to the Defendant, which settlement was verbally accepted by the Defendant, which further settlement saliant express, alternative implied, further alternative tacit terms of the Settlement Agreement, were as follows:

- 9.1 The 2 (two) properties on Portion 3 of Erf 70 Hurlingham Township, must be transferred to the Plaintiff during the course of February 2019, for an amount equal to the amount generated through the Park Village auction, namely R4 000 000.00 (Four Million Rand).
- 9.2 The transfer costs will be for the account of the Defendant.
- 9.3 The Defendant will effect payment of the clearance figures received from the City of Johannesburg Municipality, on request to pay same from the Conveyancer.
- 9.4 On date of transfer of these 2 (two) properties, the properties will be for the benefit of the Plaintiff, and the Plaintiff may proceed to deal with these properties as it deemed fit.
- 9.5 On registration of the properties in the name of the Plaintiff, the settlement will be in full and final settlement of all claims which the Plaintiff may have against the Defendant.

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DATED and SIGNED at PRETORIA on this 16th day of MAY 2019.

(SGD) JA van der Walt ATTORNEY WITH THE RIGHT OF ADMISSION IN TERMS OF SECTION 4(2) OF ACT 62 OF 1995

> (SGD) J A VAN DER WALT LOUBSER VAN DER WALT INC ATTORNEYS FOR PLAINTIFF 1093 JUSTICE MAHOMMED STREET (FORMERLY 375 CHARLES STREET) BROOKLYN, PRETORIA Tel: (012) 460 1915/6 Fax: (012) 460 1919 E-mail: info@louwalt.co.za REF: R VAN DER WALT/R2278

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Prepared by me,

Conveyancer TANYA-ANN KRUGER

GENERAL POWER OF ATTORNEY

the undersigned,

TSHEPO LUCKY MONTANA IDENTITY NUMBER: 70042 5566 08 1

do hereby irrevocably and in rem suam nominate, constitute and appoint

ANDRé WAGNER IDENTITY NUMBER: 731126 5118 08 7

in his capacity as a Director of Midtownbrace (Pty) Ltd with power of substitution to be my true and lawful agent and in my name, place and stead to act on my behalf in André Wagner's sole and absolute discretion and with an agreed reserve price of R11 500 000.00 (Eleven Million Five Hundred Thousand Rand) to sell the property referred to below, and being -

1. Remainder of Erf 70

Hurlingham In the extent of 2,979m2 (Excluding Portion 3 of ERF 70, Hurlingham measuring 1.918m2) Held by Deed of Transfer T 66314/2015. Known as 12 MONTROSE, SANDTHURST.

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including any rights or claims thereto and therein of all kind, by way of private treaty or public auction and to market the property upon such terms and conditions as André Wagner may deem fit and to make any necessary declarations with regard to the value of the property, to receive or to make, give, transfer and/or assign, the necessary contracts or acts or deeds of transfer or leases of / and relating to the property or claims with regard thereto. And the company hereby promises to ratify and confirm all that our said agent shall lawfully do by virtue hereof.

And to negotiate the selling price of the property and the occupational rental with the purchaser and the occupation date and any other terms and/or conditions for the sale of the property and to sign any documents necessary to effect transfer of ownership into the name of the purchaser, including, but not limited to, the obtaining of a Clearance Certificate to effect transfer and to generally contract on our behalf as effectively as we might, or could do, if personally present, without any limitation whatsoever:

And Generally in the Company's name and on the Company's behalf to choose a domicilium citandi et executandi, to manage the property and the sale thereof, and to execute and suffer any such act, deed, matter or thing or whatsoever as the said agent may deem necessary or expedient in or about the Company's concerns, hereby giving and granting to the said agent power to appoint a substitute or substitutes and to displace, remove and appoint another or others and the Company hereby ratify, allow and confirm all that the aforesaid agent may lawfully and to my advantage do or may cause to be done in respect of the general power of attorney.

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I hereby undertake to pay all costs relating to the sale of the property, including the agent's commission at the prescribed or lesser rate, and all costs relating to the transfer of the property (including the payment of any outstanding rates and taxes and any other costs which are normally payable by the seller).

I hereby indemnify anyone nominated by it and hold André Wagner and Midtownbrace (Pty) Ltd (with power of substitution) harmless against all or any actions, suits, proceedings, loss, liability, damages, claims, charges, expenses or costs (including all legal costs) of whatsoever nature, whether in contract or in delict, which may be taken or made against, incurred or sustained by André Wagner (with power of substitution) or Midtownbrace (Pty) Ltd as a result of or arising out of or in connection with any action taken by André Wagner (with power of substitution) / Midtownbrace (Pty) Ltd in terms of this power of attorney executed or to be executed by me in favour of André Wagner (with power of substitution) / Midtownbrace (Pty) Ltd in his/ it's capacity/ies as agent or any act or omission pursuant to or as a result of such general power of attorney, whether due to the negligence of those indemnified or not.

This power of attorney shall be irrevocable and shall not be subject to any revocation under any circumstances whatsoever and shall endure for an indefinite period until such time as the properties have been sold and transferred to the purchaser thereof.

Should I, for any reason whatsoever unlawfully attempt to revoke this power of attorney and should André Wagner (with power of substitution) / Midtownbrace (Pty) Ltd incur any legal costs to protect its rights in terms hereof, any costs occasioned thereby (including all costs on an attorney and client's scale) shall be paid by me to André Wagner (with power of substitution) or Midtownbrace (Pty) Ltd, on demand.

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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 I might or could do if personally present and acting herein, hereby ratifying, allowing, confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said agent shall lawfully do or cause to be done by virtue hereof.

SIGNED at PRETORIA on this the 18th day of SEPTEMBER 2018.

In the presence of the undersigned witnesses:

AS WITNESSES: 1. MAKh C-

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TSHEPO LUCKY MONTANA (IDENTITY NUMBER: 70042 5566 08 1)

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