# ANNEXURE "A": PID 05285\_PROTEAVILLE CSC KNOWN DEFECTS

- 1.1 BUILDING INFRASTRUCTURE: The buildings/structures need repairs and maintenance. There are some asbestos structures on site. Some windows are damaged.
- 1.2 SITE INFRASTRUCTURE: Part of the boundary wall is damaged.
- 1.3 AIRCONDITIONING: Airconditioning units in all the floor units stripped of their copper.
- 1.4 FIRE SYSTEMS: The fire equipment service may be expired.
- 1.5 ELECTRICAL FITTINGS: Some may be damaged.
- 1.6 There are no approved building plans and Occupation Certificate available.

The above list comprises of the defects which are within the knowledge of the seller at the time of the auction/ sale. The property is sold voetstoots and all potential bidders/ purchasers are encouraged to inspect the property and make the relevant enquiries before making an offer.

W.

MACROBERT INC Tel: (012) 425-3400 Prepared by me

CONVEYANCER DESERÉ DU PLOOY

(3)

### **DEED OF TRANSFER**



BE IT HEREBY MADE KNOWN THAT

#### **ALISON CARON FORTUIN**

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at CENTURION on 24 NOVEMBER 2017 granted to him by



DATA / CAPTURE
U 8 JAN 2018
PHUMEUEU-MAMAMATA

And the appearer declared that his said principal had, on 1 April 2017, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

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

ERF 14796 BELLVILLE
IN THE CITY OF CAPE TOWN
CAPE DIVISION
PROVINCE OF THE WESTERN CAPE

IN EXTENT 1,7624 (ONE COMMA SEVEN SIX TWO FOUR) Hectares

FIRST TRANSFERRED AND STILL HELD BY DEED OF TRANSFER T7253/1954 WITH DIAGRAM SG No. 1546/1953 ANNEXED THERETO

#### BUT NOT SUBJECT TO:

- (a) The conditions numbered 1, 2 and 5 contained in <u>CROWN GRANT</u> dated the 28<sup>th</sup> September 1950 (No: 172/1950) which lapse by reason of merger, and
- (b) The conditions numbered 3 and 4 contained in <u>CROWN GRANT</u> dated the 28<sup>th</sup> September 1950 (No: 172/1950) relating to servitude of Railway tracks, by reason of the situation of the property hereby conveyed;

SUBJECT to the following SPECIAL conditions imposed by the Administrator of the Cape of Good Hope when approving the Bellville South Industrial Township (Extension No. 2), namely:

"Any words and expressions used in the following conditions shall have the same meaning as may have been assigned to them by the regulations published under Provincial Administration Notice No. 401 dated the 17<sup>th</sup> October 1935, and in the Memorandum which accompanied the said regulations."

- 1. THE owner of this erf shall without compensation be obliged to allow electricity and water mains and the sewage and drainage including stormwater of any other erf or erven within or without this subdivision to be conveyed across this erf, if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time on order to construct, maintain, alter, remove or inspect any sewer, manhole, channel, conduit or other works pertaining thereto.
- THIS erf shall be subject to the following further conditions provided especially that where, in the opinion of the Administrator after consultation with the Townships Board and the local authority, it is expedient that the restriction in

GhostConvey 16.3.1.2

any such conditions should at any time be suspended or relaxed, he may authorise the necessary suspension or relaxation subject to compliance with such conditions as he may impose, namely:

No building or structure or any portion thereof except boundary walls and fences shall be erected nearer than 15 feet to the street line which forms a boundary of this erf.

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

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

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

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, 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 CAPE TOWN on 2 10 DEC 2017

q.q.

In my presence

REGISTRAR OF DEEDS

GhostConvey 16.3.1.2

#### **DEVELOPMENT MANAGEMENT**



Paulita Rhoda Technical Assistant

**T**: 27214447843

**E**: Tygerberg.hub@capetown.gov.za

05 November 2024

To whom it may concern

## ZONING SCHEME EXTRACT City of Cape Town Municipal Planning By-Law, 2015

On the date reflected above, Council's records indicated the property (ies) listed below to be zoned for the following purposes:

Property description	ERF 14796, BELLVILLE
Physical address	130 OSBORNE STREET, GREENLANDS
Base zoning	GENERAL INDUSTRY
Subzoning	GI 1
Overlay zoning (if applicable)	NONE
Primary land uses permitted	Industry, restaurant, service station, motor repair garage, funeral parlour, scrap yard, authority use, utility service, crematorium, rooftop base telecommunication station, freestanding base telecommunication station, transport use, multiple parking garage, agricultural industry, private road, open space, additional use rights, veterinary practice and filming  ADDITIONAL USE RIGHTS Factory shop and adult shop
Other previously	NONE
approved use rights (if	
any)	
Road widening / new	NONE
road schemes (if any)	

The following must be noted when reading the zoning extract:

- The above zoning is subject to various development parameters and land use restrictions which are contained in the Development Management Scheme, a copy of which is either attached or available on request at your nearest district planning office.
- This document is provided for information purposes only.
- It is further noted that the above information doesn't necessarily include reference to all previous land use approvals, restrictions, exclusions, departures or may not reflect lapsing of approvals. The reader is advised to also check the records of any other previous approvals, consents, exclusions, departures granted from the zoning scheme regulations or current Development Management Scheme or whether an approval not exercised has lapsed as well as the title deed for other restrictions that might impact on the development of the property.
- Use of the property in accordance with the above specified zoning does not exempt the owner/occupier from compliance with any other legal or statutory requirement affecting the property.

Yours faithfully

for DIRECTOR: DEVELOPMENT MANAGEMENT

Parow Administrative Building,

cnr Voortrekker Road and Tallent Street, Parow, 7500

C.D.R.

## ALGEMENE PLAN 984 L.D. (C.D.R.) BELLVILLE A/A

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Nº 7652/52

Die bakens van elke Erf wat op hierdie plan voorgestel word is volgens regulasie en is onder my toesig geplaas Opgemeet in Desember 1951 tot 1952

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Landmeter

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2-8480ha	11	3 3250	1656/1953.	WITHTOTORNER
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984 SHT.2 C.D.R.

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#### **RULES OF AUCTION**

PLACE OF AUCTION: MOUNT EDGECOMBE COUNTRY CLUB, GATE 2, 1 GOLF COURSE DRIVE,

**MOUNT EDGECOMBE** 

DATE OF AUCTION: 5 DECEMBER 2024

TIME OF AUCTION: 11H00

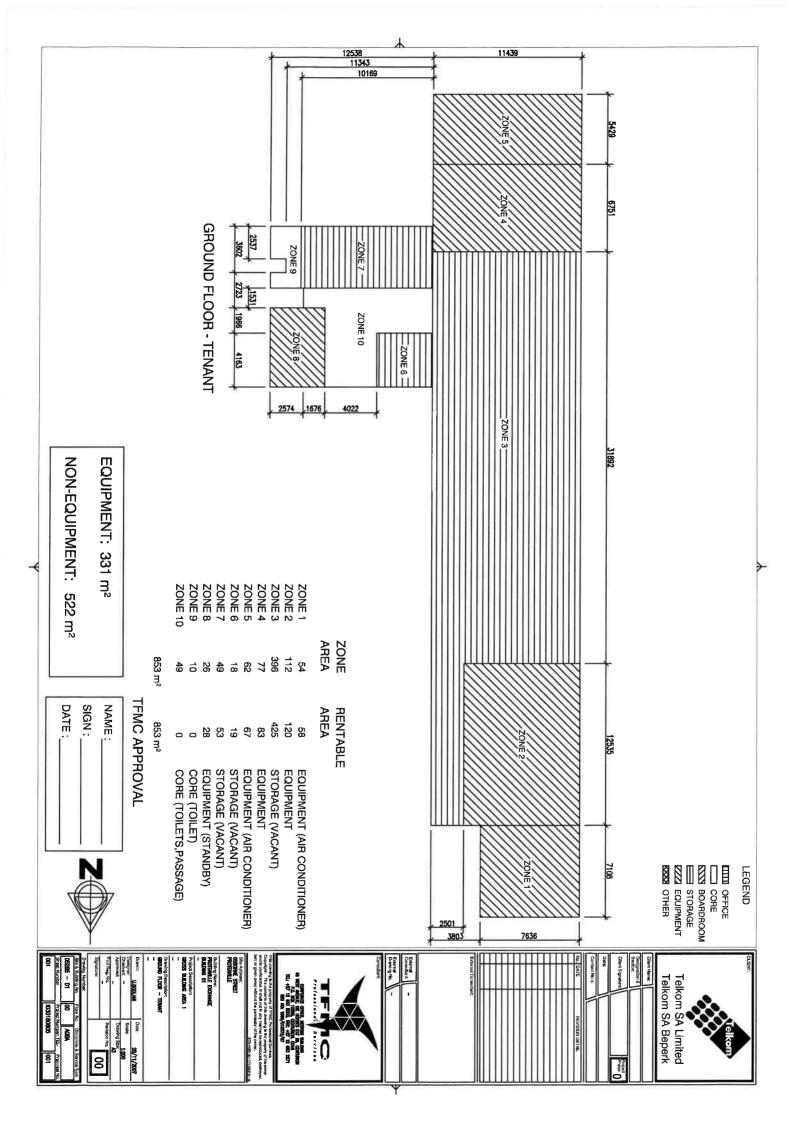
#### 1. AUCTION PROCEDURE

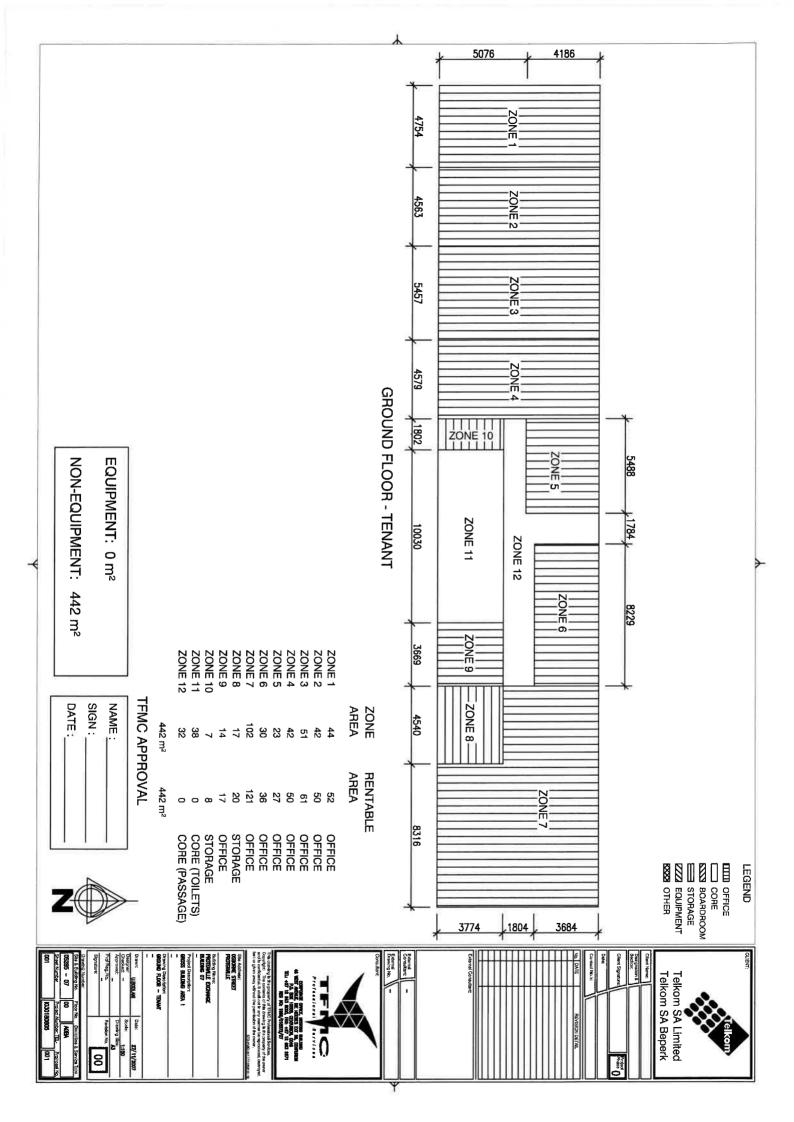
1.1. The sale by auction is subject to a reserve price.

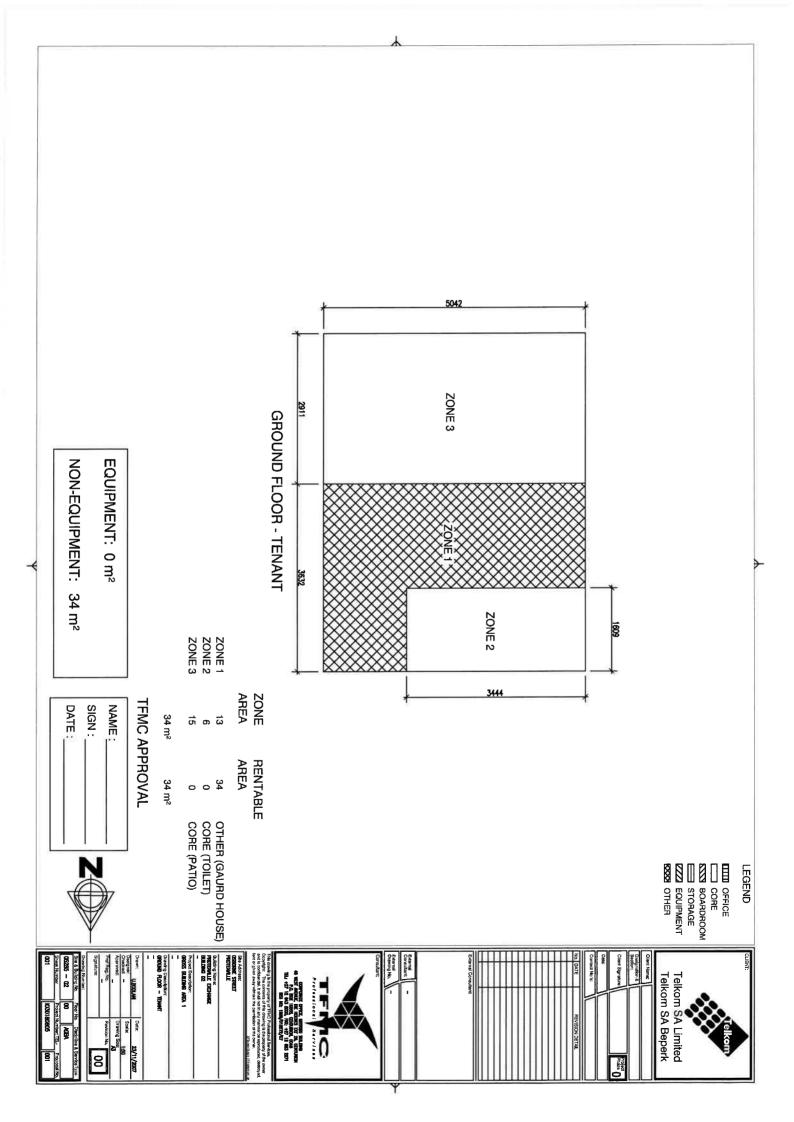
- 1.2. The **AUCTIONEER** or his agent shall be entitled to bid up to the reserve price on behalf of the owner, but shall not be entitled to make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Registration to bid at the auction:
  - 1.4.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
  - 1.4.2. A person who attends the auction to bid on behalf of another person (i.e. on behalf of a company) must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.4.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
  - 1.4.3. In the event that the letter of authority referred to in clause 1.4.2. above is not produced as contemplated above and / or is not valid, then the bidder shall be deemed to be the PURCHASER in his private capacity, and will be responsible in his personal capacity in accordance with the Rules of Auction.

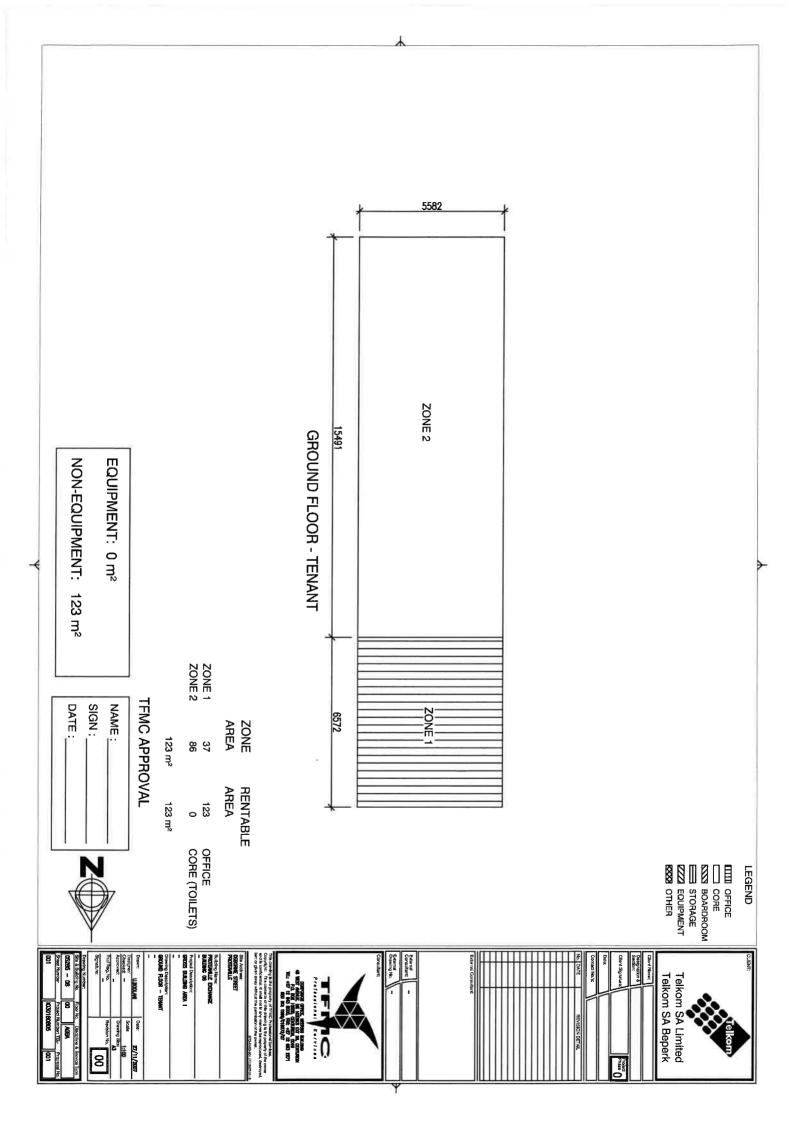
- 1.4.4. Where the bidder signs the Rules of Auction and / or is the successful bidder on any lot (s) in a representative capacity, the bidder hereby binds himself as surety and co principal debtor for all the obligations of the concern that he represents.
- 1.5. The bidder's record and the vendor roll will be made available for inspection at the offices of the **AUCTIONEER** during normal business hours without the charge of a fee. The bidder's record will also be available for inspection at the auction.
- 1.6. The AUCTIONEER has a trust account. All money due to the SELLER in terms of the Rules of Auction and Offer to Purchase will be paid into this trust account for the benefit of the SELLER, minus any commission payable to AUCTIONEER.
- 1.7. The **AUCTIONEER** will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of **PROPERTY** by the **SELLER**.
- 1.8. The conduct of the auction is subject to the control of the **AUCTIONEER** who has the sole right to regulate the bidding procedure.
- 1.9. The sale shall be by the rise and the **PROPERTY** shall be sold to the highest bidder subject to the Rules of Auction & Offer to Purchase. All bids are being made in South African Rand.
- 1.10. Every prospective bidder must read the Rules of Auction & Offer to Purchaser and must not bid unless he or she has done so.
- 1.11. Every bid shall constitute an offer to purchase the PROPERTY for the amount bid upon the terms and conditions contained herein as well as in Annexure "A" hereto, which the SELLER or the AUCTIONEER may accept or reject in his absolute discretion. The SELLER shall be entitled, in its absolute discretion, to withdraw the PROPERTY from sale prior to acceptance by the SELLER.
- 1.12. If no bid equals or exceeds the reserve price, the **PROPERTY** may be withdrawn from the auction. The **SELLER** shall be entitled to instruct the **AUCTIONEER** to accept any lower bid.
- 1.13. In the event of any dispute between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
- 1.14. Any error by the **AUCTIONEER** shall be entitled to be corrected by him.
- 1.15. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction & Offer to Purchaser, during which time the offer shall be open for acceptance by the SELLER or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.16. The highest bidder ("the **PURCHASER**") shall sign the Rules of Auction & Offer to Purchase immediately on the fall of the hammer.
- 1.17. Guide Price: In the event of the **AUCTIONEER** issuing any guidance as to price of any Property, Bidders should be aware that:

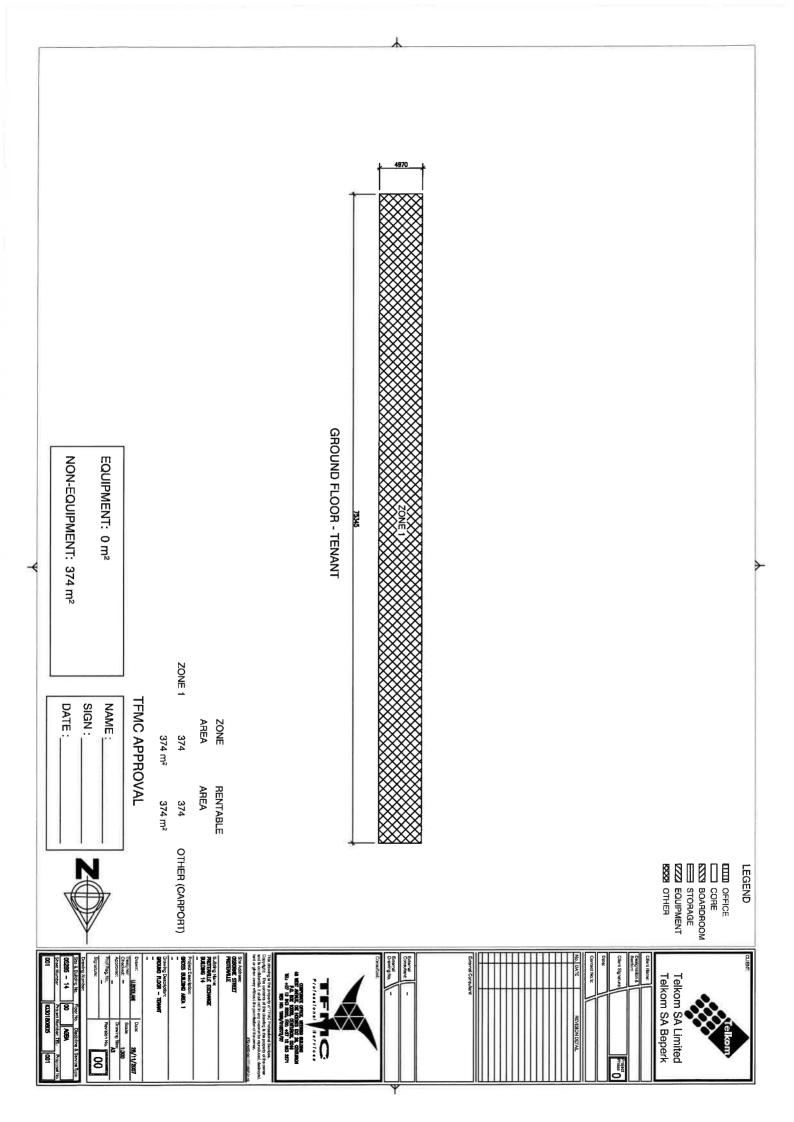
- 1.17.1. any guide price may have varied upwards or downwards by the date on which any contract is formed;
- 1.17.2. guide prices, and estimates as to current or future open market rental for the whole or part of the Property, are not a substitute for detailed professional advice as to value;
- 1.17.3. guide prices are not to be taken as an indication of any Reserve;
- 1.17.4. The **AUCTIONEER** shall not be deemed as having undertaken any sort of valuation, formal or otherwise under any circumstances;
- 1.17.5. Bidders shall place no reliance on any guide price or view as to current or future open market rental for the whole or part of the Property which may be issued by the **AUCTIONEER**.
- 1.18. Each Bidder acknowledges section 45(3) of the Consumer Protection Act but furthermore, acknowledges the requirement thereof would not suit an electronic medium or platform in the form of the sales process. However, a Bid will lapse as an offer after the expiry of the confirmation period should it not have been super ceded, accepted or a sale not occurred as below reserve. No Bid may be withdrawn after acceptance.
- 1.19. The contract is formed immediately upon the auction ending by the AUCTIONEER accepting the winning Bid. The AUCTIONEER may announce that the highest bid is "subject to confirmation" in which event the highest bidder must not accept that the PROPERTY has been sold. The successful Bidder will be sent an email to further confirm the formation of the contract of sale on the terms contained in these Rules of Auction & Offer to Purchase and stipulate where the payment of the Deposit by the Bidder in accordance therewith must be paid.
  - 1.19.1. If the successful Bidder is an online Bidder, he consents to an electronic signature unique to the successful Bidder's Bid being added to the Recordal; and
  - 1.19.2. Unsuccessful Bidders will be notified by email that their offers have not been successful and their Initial Deposits (if any) will be repaid without interest.

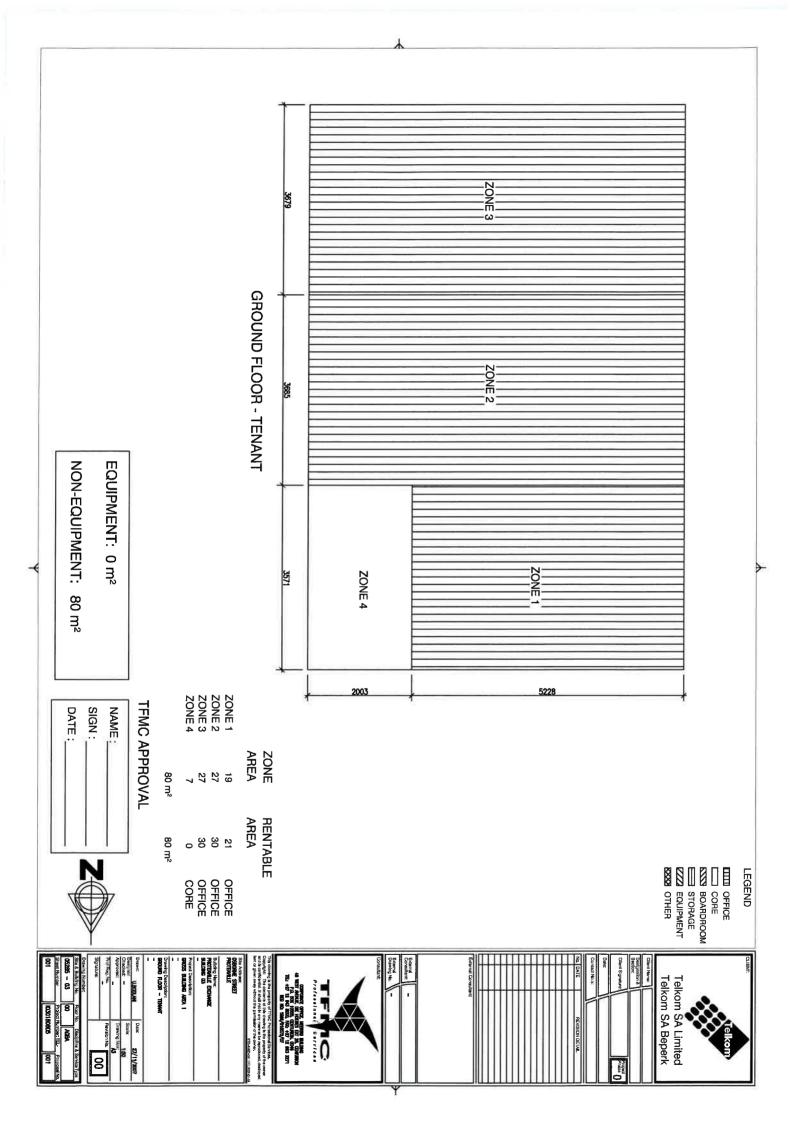


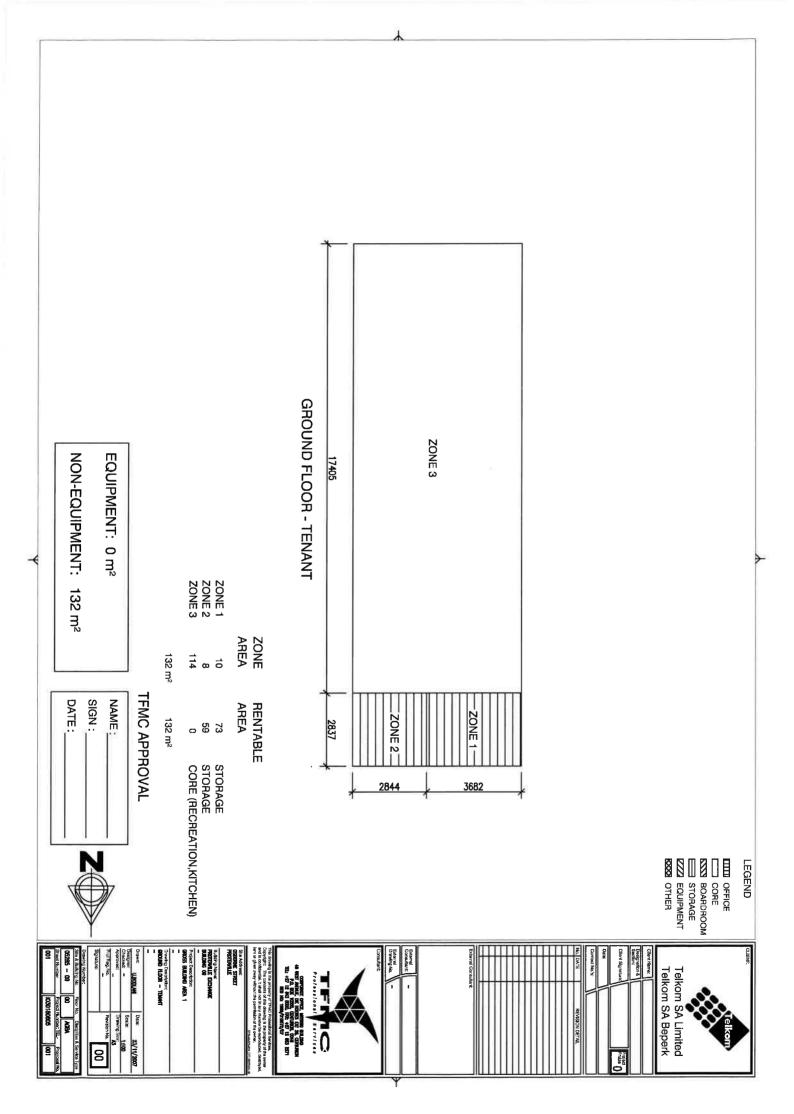


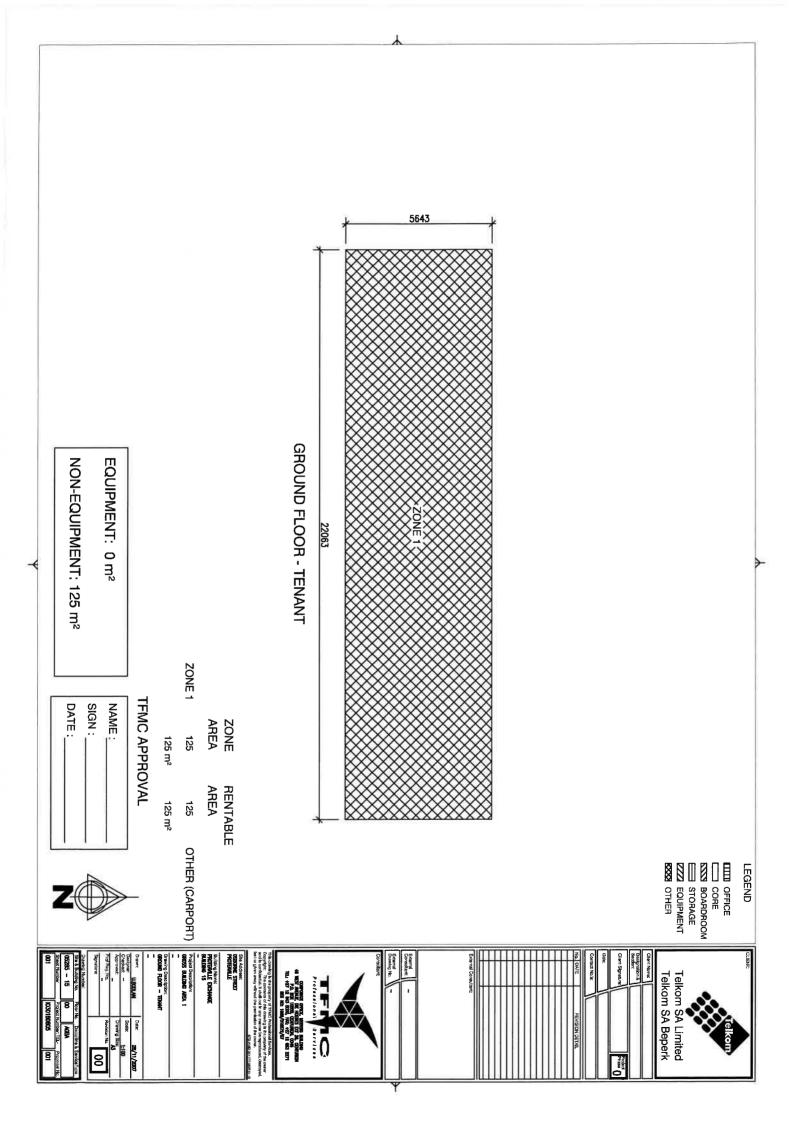


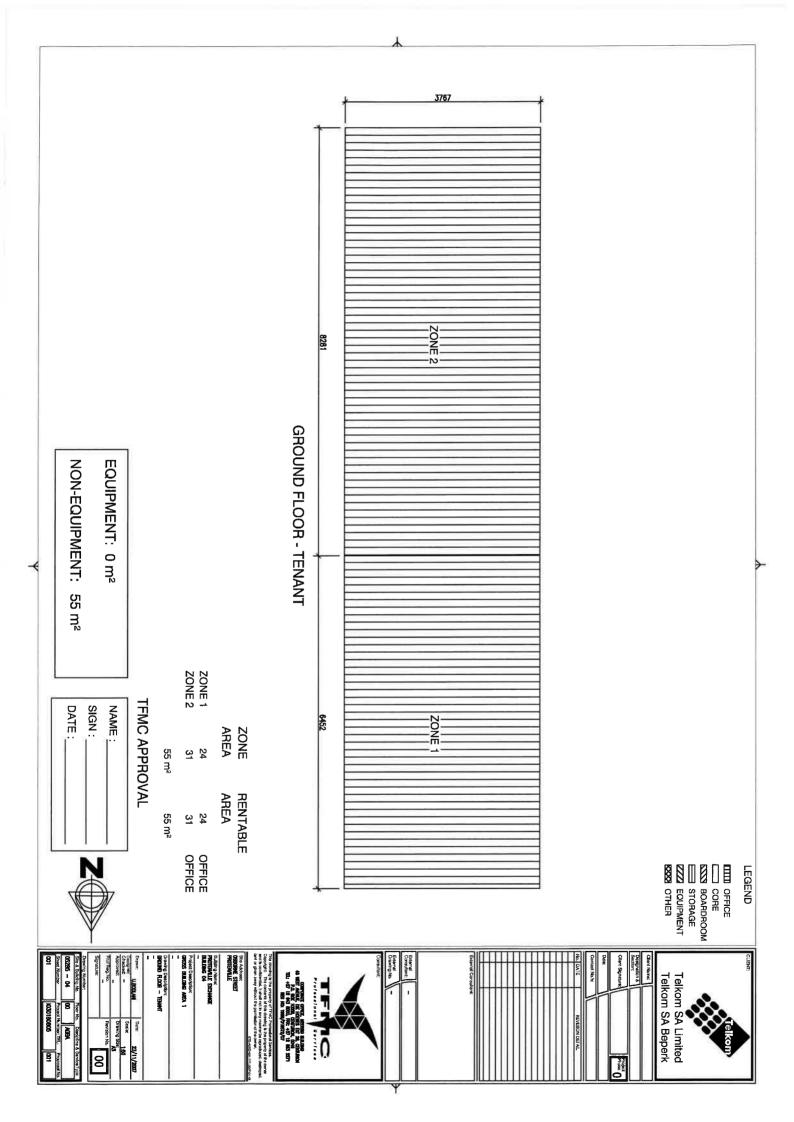


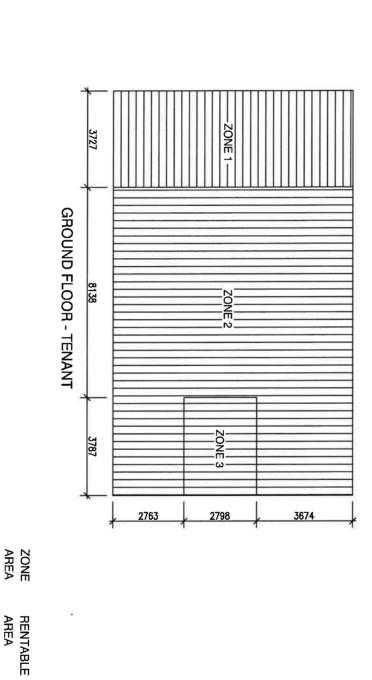


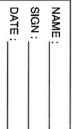












TFMC APPROVAL

144 m<sup>2</sup>

NON-EQUIPMENT: 144 m<sup>2</sup>

EQUIPMENT: 0 m<sup>2</sup>



STORAGE OFFICE OFFICE Site Address: OSBORNE STREET PROTEWALLE Building Name: PROTENTILE EXCHANGE BUILDING 10 Project Description: Drawing Description: GROUND FLOOR - TENNIT Date: 24/11/2007
Scale: 1:190
Drawing Size: A3 8

ZONE 1 ZONE 2 ZONE 3

± 99 34

1994

RENTABLE AREA

0

CORE
CORE
STORAGE
ZZZI EQUIPMENT
SXXX OTHER LEGEND Client Signatur Telkom SA Limited Telkom SA Beperk

