



**SITE IDENTIFICATION NAME:** Mooi Street (Jhb) ETE

**SITE IDENTIFICATION NUMBER:** 02240

## **OCCUPATION AGREEMENT FOR MAST AND ANCILLIARY EQUIPMENT**

Entered into between

Company registration number/Identity number: \_\_\_\_\_

VAT number: \_\_\_\_\_

Duly represented by \_\_\_\_\_

He being duly authorized in terms of a resolution / Delegation of authority

Hereinafter referred to as **"the Owner"**

And

### **SWIFTNET SOC LIMITED**

Company registration number: 1994/009541/30

VAT number: 4320151972

Hereinafter referred to as **"the Occupier"**

(Jointly referred to as **"the Parties"**)



## OCCUPATION AGREEMENT

**WHEREAS** \_\_\_\_\_ is the registered owner or is duly authorized by the Owner, of a property situated at PORTION 1 OF ERF 1158 CITY & SUBURBAN, REG DIV IR, PROVINCE OF GAUTENG and as more fully described in Annexure 1 ("The Property");

**AND WHEREAS** by virtue of the provisions of Section 22(1) of the Electronic Communications Act 36 of 2005("The Act"), Swiftnet may -

- (a) enter upon any land, including any street, road, footpath or land reserved for public purposes, any railway and any waterway of the Republic;
- (b) construct and maintain an electronic communications network or Electronic Communications Facilities upon, under, over, along or across any land, including any street, road, footpath or land reserved for public purposes, any railway and any waterway of the Republic; and
- (c) alter or remove its electronic communications network or Electronic Communications Facilities, and may for that purpose attach wires, stays or any other kind of support to any building or other structure.

**AND WHEREAS** the Occupier has notified and consulted with the Owner regarding its intention to enter upon the Property as described above, for the purpose of constructing and maintaining a mast and associated structures for the provision of electronic communication services which is more fully described in Annexure 2 ("The Sketch Plan") and the Owner consents to the Occupier;

**AND WHEREAS** the Owner has consented to the Occupier entering the Property for the purposes set out above, subject to the conditions set out hereunder;

**NOW THEREFORE** the Parties agree as follows:

### 1. INTERPRETATION



1.1 In this Agreement and the annexures hereto, unless the context otherwise indicates:

1.1.1 Words and expressions denoting the singular will include the plural and *vice versa*.

1.1.2 The headings are solely for ease of reference and are not to be taken into account in the interpretation of the Agreement.

1.1.3 If any provision of the Agreement is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be *pro non scripto*, but without affecting, impairing or invalidating any of the other remaining provisions, which will continue to be of full force and effect. The parties will replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable one, which comes as close as possible to the original intent of the Parties.

1.1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on a party, then effect shall be given to such provision as if it were contained in the main body of the Agreement.

1.1.5 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.

## 2. DEFINITIONS

In this Agreement and any annexures thereto, unless inconsistent with or otherwise indicated by the context:-

2.1 **“Agreement”** shall mean this Occupation Agreement and all its annexures;

2.2 **“Business Day”** means a full working day, from Monday to Friday excluding Saturdays and Sundays and any official public holiday within the Republic of South Africa, unless specific provision is made in this



lease for a different interpretation;

- 2.3 **“Calendar day”** means all days from Sunday to Saturday inclusive of public holidays;
- 2.4 **“Commencement Date”** means the date as set out in Annexure 1;
- 2.5 **“Date of Occupation”** means the date set out in Annexure 1;
- 2.6 **“Designated Site/s”** means the site/s on the Property where the Electronic Communication Facilities shall be or have been erected or constructed or installed or laid or attached or affixed;
- 2.7 **“Electronic Communication Facilities”** means the buildings (if any) and electronic communication and ancillary equipment including but not limited to masts, antennae, containers, equipment cabinets, radio transmitting and receiving antennas, and related items and structures used for the transmission of electronic communication services;
- 2.8 **“Gyro Group (Pty) Ltd”** means Gyro Group (Pty) Ltd, a limited liability company, with registered offices at 2<sup>nd</sup> Floor, the Hub, Telkom Office Park, 61 Oak Avenue, Centurion and the duly appointed agent for the Occupier.
- 2.9 **“Month”** means a full calendar month from the first day of the month to the last day of the month, including any Saturday, Sunday and official public holidays in the Republic of South Africa;
- 2.10 **“Occupier”** means Swiftnet SOC Limited, a limited liability company duly incorporated in the Republic of South Africa, with registration number 1994/009541/30 and with its registered office at 61 Oak Avenue, Centurion, Gauteng;
- 2.11 **“Owner”** means the legally registered owner of the Property or its appointed agent/s and or representatives as appointed from time to time, whose details are reflected in Annexure 1;
- 2.12 **“Party”** means a party to this Agreement and **Parties** refers to both of them, as the context requires;
- 2.13 **“the Act”** means the Electronic Communications Act (36 of 2005) as amended from time to time or any



legislation passed in replacement thereof; and

2.14 **"Transfer Date"** means the date on which the Property is transferred to the Owner.

3. **COMMENCEMENT DATE, DURATION AND TERMINATION DATE**

3.1 This Agreement shall commence on the Commencement Date and shall endure as set out in Annexure 1, unless terminated earlier by the Occupier as set out in clause 4 below.

3.2 Notwithstanding the duration of this Agreement, the Occupier shall have an option to renew this agreement for a further period/s as determined by the Occupier on the same terms and conditions set out herein subject to the Occupier giving the Owner 90 (ninety) calendar days prior written notice of its intention to do so.

4. **RIGHT TO CANCEL**

Notwithstanding the provisions set out in clause 3 above, the Occupier shall have the right to cancel this Agreement upon 90 (ninety) calendar days prior written notice to the Owner. All equipment must be removed within 90 (ninety) calendar days after termination and the Designated Site must be reinstated to the condition in which it was prior to the installation of the Occupier's equipment, fair wear and tear excepted. Upon cancellation, the Owner shall refund any pro-rata portion of any amounts paid in advance within 30 (thirty) calendar days of written notice.

5. **CONDITION OF DESIGNATED SITE**

Save for warranting that there are no latent defects in the nature of geographical impediments such as soil erosion and similar defects or any competing claims in respect of title to the Property, the Owner does not warranty that the Designated Site is suitable for the intended purpose and the onus shall be upon the Occupier to take all necessary steps to determine its suitability.

6. **ACCESS TO DESIGNATED SITE**



- 6.1 The Owner shall allow the Occupier and its employees, agents and contractors access to the Designated Site for the purpose of scheduled and/or special maintenance.
- 6.2 The Owner is aware that system failures may well necessitate that work by the Occupier or its agents or contractors or service providers be conducted outside of normal business hours requiring 24 (twenty-four) hour access and the Occupier undertakes to notify the Owner or its duly appointed agent as soon as is reasonably possible if such access is required.

## 7. USE OF DESIGNATED SITE

- 7.1 The Designated Site shall only be used for the purposes of providing electronic communications services and ancillary purposes as the Occupier may deem expedient.
- 7.2 Where applicable, the Owner undertakes to sign all consents and other approvals as might be required by any relevant authority to enable the Occupier to commence with the construction of the mast and any ancillary equipment on the Designated Site within 14 (fourteen) business days of written request.

## 8. CONSTRUCTION AND INSTALLATION OF EQUIPMENT AT DESIGNATED SITE

- 8.1 Without limiting the generality of clause 7 above, the Occupier shall be entitled at its own expense to supply and install all Electronic Communication Facilities or equipment as more fully described in Annexure 1, and as amended from time to time, which shall include but shall not be limited to the construction of foundations, flooring, paving and other related and accessory structures thereto, any fences, other structures or equipment for security and safety purposes, if deemed necessary and any signage and warning signs for security and safety purposes.
- 8.2 For the purposes set out in Clause 7 , the Owner shall permit the Occupier:
  - 8.2.1 to erect, maintain, renew, upgrade and replace the structures and any ancillary equipment including



housing cabinet in which any equipment is kept, cables as well as all required support structures on the Designated Site, and to remove same at any time;

8.2.2 to affix fittings and fixtures, cables, piping, wiring, conductors and any other equipment used or which may be incidental to the Occupier's use or occupation of the Designated Site.

8.3 Any construction, affixture, or installation done in terms of this clause 8.3 shall be and remain the property of the Occupier. The Parties agree that any structures installed on the Designated Site shall, notwithstanding the nature thereof, at all times be regarded as movable property. The Occupier will be entitled, at any time either during the Agreement or on termination thereof, for whatever reason to upgrade, replace, recover and remove at the Occupier's own cost, such equipment and/or structures.

8.4 The Owner shall allow the Occupier or its employees, agents or contractors to bring, lay and relay cables, pipes, electronic communications equipment and earth wires and other equipment including cables and pipes necessary for the provision of electricity and/or transmission across the Property to the Designated Site.

8.5 The Owner shall not change, move, alter or interfere with any installation, (including electrical installations), construction, erection, structure or equipment in or upon the constructed and/or erected, affixed, installed equipment by the Occupier, without the prior written consent of the Occupier, subject to the Occupier's terms and conditions.

## 9. ALTERATIONS AND ADDITIONS TO EXISTING STRUCTURES

9.1 Subject to prior notice to the Owner, the Occupier shall be entitled to make additions or alterations to its Electronic Communication Facilities and ancillary structures without the Owner's consent.

9.2 On termination of this Agreement, the Occupier shall restore the Designated Site to its original condition as at commencement date of this Agreement, fair wear and tear excepted.



## 10. PROVISION OF ELECTRICITY

- 10.1 The Owner shall permit the Occupier to connect to its existing electrical reticulation on the Property, alternatively the Occupier shall be entitled at its own cost to provide a new supply and/or upgrade the existing electricity supply to the Designated Site. To the extent acceptable to the Occupier, the Owner undertakes to provide the Occupier with any consent or power of attorney required by any relevant authority within 7 (seven) business day of the Occupier's written request to enable the Occupier to upgrade or obtain such electricity supply.
- 10.2 The electricity supply route shall be determined by Eskom and/or the relevant authority and the Owner shall not unreasonably object thereto.
- 10.3 Any costs in relation to the consumption, installation and upgrading of electricity on the Designated Site, as well as all expenses relating to the metering and reading of such consumption, shall be paid by the Occupier in terms of Annexure 1.
- 10.4 If applicable, the Occupier shall at its own cost install a sub-meter for the purpose of determining its consumption of the electricity and pay such amount owing to the Owner in accordance with the readings therefrom.
- 10.5 In the event that the electricity supply to the Designated Site is for any reason whatsoever interrupted, suspended and/or terminated, the Occupier shall be entitled to deploy and operate a generator(s) or any other power source at the Designated Site for the full duration of the interruption, suspension and or termination of the power.
- 10.6 In the event that the Occupier utilizes the electricity supply of the Owner, then in such event, the Owner undertakes that all amounts due, owing and payable for the supply of electricity at the Designated Site /Property shall be paid by the Owner to the relevant supplier timeously. A failure by the Owner to comply with this clause 10.6 shall constitute a material breach of this Agreement and the Occupier shall be entitled to, in addition to the relief available to it in terms of clause 13, pay such amount owing in





respect of the electricity and recover the full amount from the Owner, on demand.

## 11. **COMPENSATION PAYABLE BY THE OCCUPIER FOR USE OF THE DESIGNATED SITE**

11.1 In lieu of occupation of the Designated Site, the Occupier shall pay to the Owner:

11.1.1 the monthly compensation as set out in Annexure 1;

11.1.2 All amounts payable to the Owner in terms of this clause shall be paid in advance on or before the 7<sup>th</sup> day of each month, calculated from the Date of Occupation, free of bank exchange and without deduction, by way of electronic funds transfer into the Owner's banking account. The Owner undertakes to timeously provide to the Occupier his/her/its full and correct banking details and to notify the Occupier of any changes affected thereto, not later than 14 (fourteen) days prior to such change taking effect. Payment shall only be made on submission of an invoice to the Occupier not later than the 10<sup>th</sup> day of each calendar month.

11.2 Notwithstanding the Commencement Date, the first due payment in terms of this Agreement shall be made within a period of 60 (sixty) days of the Date of Occupation of the Designated Site by the Occupier.

11.3 For the purpose of this Agreement and Clause 11.1.2, the Date of Occupation shall be the date when the Occupier enters the Designated Site for the purpose set out in clause 7.1 and, as reflected on Annexure 1.

11.4 If applicable the Occupier shall be liable for the payment of all applicable Value-Added Tax in relation to the compensation and other amounts payable in terms of this Agreement. In the event of the Owner being a registered VAT Vendor, he/ she/it shall provide a copy of the VAT certificate to the Occupier on signature of this Agreement in accordance with the payment requirements of this Agreement.

11.5 Electricity tariffs shall be increased by the same percentage and frequency as any increase imposed on the Owner by the relevant supplier of such electricity and shall be invoiced by the Owner to the Occupier



and payable by the Occupier as from the date such increase is imposed on the Owner by the relevant supplier of such electricity.

11.6 In the event of the Occupier paying any compensation in advance in terms of this Clause 11, and the Agreement is terminated, not as a consequence of any breach of the Occupier, then the Owner shall refund to the Occupier a pro rata portion of such compensation as represents such period in which the Occupier failed to occupy the Designated Site, within 30 (thirty) days of written demand from the Occupier.

11.7 The monthly compensation payable shall escalate annually CPI. The aforesaid escalation shall be based upon the average of the last available twelve months Consumer Price Index (CPI) as published and issued prior to the escalation date by the Central Statistical Services but shall not be greater than 7% (seven percent) per annum.

## 12. RIGHT TO REGISTER SERVITUDE

The Occupier shall be entitled during the existence of this Agreement to register a servitude in its favour in respect of the Designated Site subject to such terms and conditions as might be agreed between the Occupier and the Owner, all costs of which shall be borne by the Occupier.

## 13. BREACH

13.1 Should the Occupier:-

13.1.1 fail to pay any other monies in terms of this Agreement within 90 (ninety) business days after receipt of the Owner's written demand; or

13.1.2 commit any breach of any material term of this Agreement and fail to remedy such breach within 30 (thirty) business days after receipt of the Owner's written notice to the Occupier requiring such breach to be remedied; or



13.1.3 be liquidated or sequestrated or be placed under business rescue;

13.1.4 then and in such event the Owner shall be entitled, without prejudice to any other claim of any nature whatsoever which it may have against the Occupier as a result of such breach, to cancel this Agreement forthwith and to evict the Occupier from the Designated Site and to claim compensation for any direct damage suffered by the Owner.

13.2 In the absence of any provisions to the contrary in this Agreement, should the Owner breach any term of this Agreement and fail to remedy such breach within 30 (thirty) business days of receipt of the Occupier's written notice to the Owner requiring such breach to be remedied, or should the Owner be liquidated or sequestrated or placed under business rescue (whether finally or provisionally), the Occupier shall be entitled in any such event and without prejudice to any other claim of any nature whatsoever which the Occupier may have against the Owner as a result of such breach, to cancel this lease forthwith and to claim compensation for any damages suffered by the Occupier.

#### 14. SALE OR DISPOSAL OF PROPERTY TO THIRD PARTY

14.1 Should the Owner intend to sell, donate or alienate the Property inclusive of the Designated Site or its rights to any third party, then in such event the Owner undertakes to notify the Occupier in writing not later than 6 (six months) of such intended disposal, alienation, donation or sale together with details of the proposed new owner.

14.2 Any sale, disposal, alienation or donation by the Owner shall be subject to the terms and conditions of this Agreement which shall be a *condictio sine quo non* of any sale, donation or disposal of the Property.

14.3 Any failure to abide with clauses 14.1 and 14.2 shall be deemed to be a material breach, whereupon the Occupier shall be entitled to recover from the Owner all losses and damages that it has suffered as a consequence of the breach of the Owner, in addition to such other remedies as are available to the Occupier in law. For the purpose of this Agreement, any transfer of the majority of shares in the Owner



shall be deemed to be a change of ownership.

14.4 Notwithstanding the above, the heirs or successors in title to the Owners shall be bound by the terms of this Agreement.

14.5 The Owners warrant that they are duly entitled to enter into this Agreement and they are entitled to grant rights of occupation of the Designated Site to the Occupier.

#### 15. JURISDICTION

15.1 This Agreement shall be deemed to have been made under the laws of the Republic of South Africa and shall be read, construed and given effect in accordance with the laws of South Africa.

15.2 Any legal action arising from this Agreement will be instituted out of the High Court of South Africa, Gauteng Division.

#### 16. RIGHT TO SUBLET

The Occupier shall be entitled to sublet any Electronic Communication Facilities constructed on the Designated Site to any third party and the Owner consents to the third-party having access to the Site for the purpose of maintaining, constructing or installing any equipment and/or facilities belonging to the third party.

#### 17. NOTICES AND DOMICILIA

17.1 The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination, may validly be served upon or delivered to either of the Parties.



17.2 For the purposes of this Agreement the Parties' respective addresses shall be:

17.2.1 As regards the Occupier:

**For all other notices:**

The Directors

Swiftnet SOC Limited

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**For all legal processes:**

Swiftnet SOC Limited

c/o The Executive: Legal Services

Gyro Group (Pty) Limited

2<sup>nd</sup> Floor, The Hub

Telkom Office Park

61 Oak Avenue, Highveld Technopark

Centurion, 0157

17.2.2 As regards the Owner:

**For all other notices:**

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**For all legal processes:**

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or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other Party in writing.



17.3 Any notice given or other document sent in terms of this Agreement shall be in writing and shall:

17.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

17.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10<sup>th</sup> (tenth) working Day following the date of such posting;

17.3.3 if transmitted by email be deemed to have been received by the addressee on the 1<sup>st</sup> (first) working Day after dispatch.

17.4 The Parties undertake to notify each other of any change of address for service of notices or legal documents within 14 (fourteen) calendar days prior to such change of address.

## 18. LIMITATION OF LIABILITY

18.1 The Occupier shall keep the Owner indemnified at all times against any claim for direct damages suffered by the Owner or resulting from any action, proceeding or claim made by any person against the Owner if it is proved that such losses or damages have been caused solely by the gross negligence or wilful misconduct of the Occupier, its employees, agents or contractors.

18.2 Any damage caused to the Designated Site as a result of any construction, maintenance, installation or removal of equipment or as a result of the Occupier's failure to maintain its equipment, shall be made good by the Occupier at the Occupier's own cost and expense within 60 (sixty) days after written notice from the Owner.

18.3 In the event that the Property/ Designated Site is damaged or destroyed by fire or through any other cause, the Occupier reserves its rights to terminate this Agreement forthwith. Should the Occupier fail to do same within 14 (fourteen) business days of such occurrence this Agreement shall not terminate, and the Occupier shall continue to pay all amounts that are owing on a monthly basis until the Occupier



serves the notice provided herein.

- 18.4 Notwithstanding the provisions of clause 18.1, the Owner shall be liable for all damages to the Occupier's electronic communication facilities and ancillary equipment, if it is proved by the Occupier that such damages or losses was due to the gross negligence of the Owner, its employees, agents and contractors.
- 18.5 The Owner shall keep the Occupier indemnified at all times against any claim for damages suffered by the Occupier resulting from any action, proceeding or claim made by any person against the Occupier only to the extent that it is proved to have been caused solely by the gross negligence of the Owner, its employees, agents or contractors and only for any claim for direct damages.

## 19. **INSURANCE**

The Occupier shall, when requested by the Owner, provide proof of insurance for the duration of the lease period, in respect of public liability/contingent liabilities risks arising from or associated with the Designated Site.

## 20. **FORCE MAJEURE**

- 20.1 Neither party shall be liable to the other for inability to perform or delayed performance in terms of the Agreement, should such inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event").
- 20.2 For the purposes of this clause a force majeure event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, ex or foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightning, act of local or national Government Martial Law or any other cause beyond the reasonable control of the party effected.



## 21. CONFIDENTIALITY

21.1 Neither Party shall, without the prior written consent of the other, disclose the terms of this Agreement or any information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement, or anything done pursuant to it ("confidential information") to any third party, provided that this provision shall not apply to the disclosure or publication for the purpose of any legal proceedings or arbitration involving a party, or where confidential information has already been disclosed or published to the general public (other than as a result of a previous unauthorized disclosure).

21.2 It is specifically recorded that the Parties are authorized to disclose confidential information to its officers, employees and professional advisers if such disclosure is reasonably necessary and such officers, employees and professional advisers have agreed to be bound by this confidentiality provision. In respect of the Owner the latter authorization includes disclosures to all landlords and/or owners of buildings managed by managing agents. The provisions of this clause will apply with effect from the Commencement Date until 60 (sixty) days after the date of termination of this Agreement.

## 22. SEVERABILITY

If any term, condition, agreement, requirement or provision contained in this Agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the Parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all the other terms and conditions set out in this Agreement.

## 23. VARIATION





No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives. For purposes hereof “to writing” shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and “signed” shall mean a signature executed by hand with a pen and without any electronic process or intervention.

24. **RULE OF CONSTRUCTION OF AGREEMENT**

The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply in respect of this Agreement.

25. **ENTIRE AGREEMENT**

- 25.1 This Agreement constitutes the whole agreement between the Parties as to the subject matter and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 25.2 This Agreement shall be binding on the Owner, his /her heirs, executors, trustees, or successors in title and in the case of the Owner being a juristic person, on such person’s nominees, representatives or successors in title.

**OWNER**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

**AS WITNESSES:-**

1. \_\_\_\_\_



NAME:  
For/on behalf of the Owner  
being duly authorised

2. \_\_\_\_\_

OCCUPIER

Signed at \_\_\_\_\_ Centurion on this 14 day of November 20 24.

AS WITNESSES:-

1. 

DocuSigned by:  
Maledi Tshabaku  
26AFB27D56594EC...

Signed by:  
Eddy Kgomongwe  
87A68001E23B4C0...

NAME:  
For/on behalf of the Occupier  
being duly authorised

2. \_\_\_\_\_

Signed at \_\_\_\_\_ Centurion on this 14 day of November 20 24.

AS WITNESSES:-

1. 

DocuSigned by:  
Maledi Tshabaku  
26AFB27D56594EC...

DocuSigned by:  
[Signature]  
515CBCD9B89D44C...

NAME:  
For/on behalf of the Occupier  
being duly authorized

2. \_\_\_\_\_

ANNEXURE 1 TO OCCUPATION AGREEMENT



SITE INFORMATION	
SITE IDENTIFICATION NUMBER	02240
SITE IDENTIFICATION NAME	Mooi Street (Jhb) ETE
REGION	
SITE ADDRESS	PORTION 1 OF ERF 1158 CITY & SUBURBAN, REG DIV IR, PROVINCE OF GAUTENG
SQUARE METERS OF DESIGNATED SITE	
ERF NUMBER	ERF 1158
ROUTE	
ACCESS HOURS FOR CONSTRUCTION AND MAINTENANCE PURPOSES:	24hrs
NORMAL HOURS	
AFTER HOURS	
WEEKENDS	

OWNER AND OCCUPIER DETAILS AND PAYMENT DETAILS			
SITE OCCUPIER NAME		SWIFTNET SOC LTD	
OCCUPIER CONTACT NUMBERS		[REDACTED]	
EMAIL:		[REDACTED]	
LAND LINE:			
OCCUPIER CONTACT NUMBERS		[REDACTED]	
EMAIL:		[REDACTED]	
LAND LINE NUMBER			
OCCUPIER REPRESENTATIVE / AGENT		[REDACTED]	
POSTAL ADDRESS FOR INVOICE SUBMISSION		[REDACTED]	
OWNER CONTACT NAME #1		OWNER CONTACT NAME #2	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FAX NUMBER		FAX NUMBER	
CELL NUMBER		CELL NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	
CHEQUE PAYEE NAME			
POSTAL ADDRESS			



BANK NAME	
BRANCH NAME	
BRANCH CODE	
ACCOUNT TYPE	
ACCOUNT NUMBER	
<b>ELECTRICITY SUPPLIER (IF APPLICABLE) *</b>	
SUPPLIER	N/A
CHEQUE PAYEE NAME	N/A
POSTAL ADDRESS	N/A
BANK NAME	
BRANCH NAME	
BRANCH CODE	
ACCOUNT TYPE	
ACCOUNT NUMBER	

\*DELETE IF OWN PROVIDER.

<b>CONTRACTUAL DETAILS</b>	
COMMENCEMENT DATE	Transfer Date
DATE OF OCCUPATION	
DATE OF FIRST PAYMENT*	30 (thirty) days after the Transfer Date or the Occupation Date, whichever is applicable
DURATION	Indefinite

<b>MONTHLY COMPENSATION PAYABLE (EXCL VAT)</b>			
		<b>PERIOD Frequency of payment</b>	<b>METHOD</b>
COMPENSATION AMOUNT	R4500	Monthly in advance	<u>EFT</u>
ELECTRICITY CONSUMPTION		Monthly in advance/ metered / own supply	EFT
OTHER*			EFT
TOTAL	R4500		EFT
Escalation if applicable	CPI annually on anniversary of the Date of Occupation as per 11.7		
VAT PAYABLE: (YES OR NO)			
VAT REGISTRATION NUMBER			

OTHER\* if contributing to electricity in fixed amount

DATE OF OCCUPATION\*\* ensure Rental sign off sheet completed and signed off as per template



SKETCH PLAN	ANNEXURE 2
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ANNEXURE 3

PRO-FORMA

BANKING DETAILS INDEMNITY FORM

Name of Company/Closed Corporation/Entity/Individual:  
(Hereafter referred to as Property Owner)

Banking Institution (e.g. ABSA)

Branch Name (e.g. Sandton)

Branch Code (e.g. 33-14-75)

Account Holder Name (e.g. J.O Blocks)

Account Type (e.g. Current, Savings)

Bank Account Number (e.g. 0123 453)

BANK STAMP (It is confirmed that the bank account as supplied above is that of the account holder as specified.)

The Owner hereby warrants that its banking details and all other information herein provided (herein after collectively referred to as “**the information**”) is true, accurate and correct in all respects and furthermore shall ensure that Swiftnet SOC Limited (“Swiftnet”) and its duly authorised agent Gyro Group (Pty) Limited (Gyro) is timeously advised in writing of any changes to the information.

The Owner indemnifies and holds Swiftnet and its duly authorised agent Gyro Group (Pty) Limited (Gyro) harmless against any loss or claim of whatsoever nature, whether direct, indirect or consequential, which the Owner or any other person may have or aver to have against Swiftnet and its duly authorised agent Gyro arising out of the information being false, inaccurate or otherwise incorrect in any respect and/or failing to timeously advise Swiftnet and Gyro in writing of any changes to the information, for any reason whatsoever.

SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.



Company Stamp (where applicable)

Signature:

\_\_\_\_\_

Name & Position

\_\_\_\_\_

For and on behalf of the Owner being  
duly authorised thereto.





PROPOSED NEW GYRO SITE:  
LATS: 26.209535°S  
LONGS: 28.051101°E



<div><div><div>Gyro</div><div>GROUP</div></div><div><div>ADDRESS:</div><div>BUILDING 7 GRAYSTON OFFICE PARK, 128 PETER ROAD, SANDOWN JOHANNESBURG, SOUTH AFRICA</div></div><div><div>CONTACT DETAILS:</div><div>TEL: +27 (11) 517 9800 FAX: +27 (11) 517 9801</div></div></div>		
SITE NAME: Mooi Street (Jhb) ETE		
SITE ID: 02240		
REV	DATE	NOTES
0	2024-11-20	1st Issue
DATE: 20/11/2024		
DRAWN: M.T MASHABA		
OWNER: TELKOM S A LTD		
EXISTING MAST: ROOFTOP ANTENNAS		
<div>NOTES:</div> <div><div>1) DRAWINGS ARE FOR INFORMATION AND PERMITTING PURPOSES ONLY.</div><div>2) ALL UNDERGROUND SERVICES (WHETHER INDICATED ON THIS DRAWING OR NOT) TO BE CONFIRMED ON SITE.</div><div>3) WHERE APPLICABLE, SET-OUT POINTS AS INDICATED MUST BE CONFIRMED ON SITE AND PROPERTY BOUNDARY LINES AND TELECOMMUNICATION BASESTATION POSITION TO BE SET-OUT BY A PROFESSIONAL LAND SURVEYOR.</div><div>4) DRAWINGS MAY NOT BE SCALED. ALL DIMENSIONS TO BE CONFIRMED ON SITE.</div><div>5) 10kg FIRE EXTINGUISHER (CO2)</div><div>STRICTLY COMPANY CONFIDENTIAL</div></div>		
PROPERTY DESCRIPTION: PORTION 1 OF ERF 1158, CITY AND SUBURBAN TOWNSHIP.		
CO-ORDINATES: -26.209535° 28.051101°		HASL: 1727m
PROJECT: EXISTING ROOFTOP ANTENNAS		
ADDRESS: 8 Polly St, City and Suburban, Johannesburg, 2094		
<div><div><div><div>S</div><div>SIPHILASONKE</div><div>DEVELOPMENT GROUP</div></div><div><div>AN INDEPENDENT</div><div>DEVELOPMENT SPECIALIST</div><div>CONSULTANCY</div></div></div><div><div>TELL: (012) 346 4255</div><div>E-MAIL: <a href="mailto:admin@siphilasonke.co.za">admin@siphilasonke.co.za</a></div><div>Physical and Postal Address: 3rd Block, 86 Skilpad Road, Monument Park, 0181, Waterkloof, Pretoria</div></div></div>		
AERIAL PHOTO		
SCALE: N/A	DATE: 2024-11-20	PAGE: 1 of 8
DWG NO: SIPHILASONKE- 01		R0





**ADDRESS:**  
BUILDING 7  
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SANDOWN  
JOHANNESBURG,  
SOUTH AFRICA

**CONTACT DETAILS:**  
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FAX: +27 (11) 517 9801

SITE NAME:

Mooi Street (Jhb) ETE

SITE ID:

02240

REV	DATE	NOTES
0	2024-11-20	1st Issue

DATE: 20/11/2024

DRAWN: M.T MASHABA

OWNER: TELKOM S A LTD

EXISTING MAST: ROOFTOP ANTENNAS

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- 4) DRAWINGS MAY NOT BE SCALED. ALL DIMENSIONS TO BE CONFIRMED ON SITE
- 5) 10kg FIRE EXTINGUISHER (CO2)

STRICTLY COMPANY CONFIDENTIAL

PROPERTY DESCRIPTION:

PORTION 1 OF ERF 1158, CITY AND SUBURBAN TOWNSHIP.

CO-ORDINATES:

-26.209535° 28.051101°

---

HASL:

1727m

PROJECT:

### EXISTING ROOFTOP ANTENNAS

ADDRESS:

8 Polly St, City and Suburban, Johannesburg, 2094



**AN INDEPENDENT**  
DEVELOPMENT SPECIALIST  
**CONSULTANCY**

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**E-MAIL:** [admin@siphilosonke.co.za](mailto:admin@siphilosonke.co.za)  
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Boutique

LOCALITY PLAN

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2024-11-20

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DWG NO: SIPHILASONKE- 02

R0





1241

A

B

35.02m

47.67m

47.39m

D

C

35.02m

1283

956

186/96

1/956

2/956

RE/254/96

POLLY STREET

ACCESS

ACCESS

1/1158

RE/1158

SERVITUDE AREA

SERVITUDE AREA

SERVITUDE AREA

DRIVE WAY

ROOF LEVEL

CABINET

Mounting Pole with Antennas

Mounting Pole with Antennas

Mounting Pole with Antennas



ADDRESS:  
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JOHANNESBURG,  
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SITE NAME:

Mooi Street (Jhb) ETE

SITE ID:

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REV	DATE	NOTES
0	2024-11-20	1st Issue

DATE: 20/11/2024

DRAWN: M.T MASHABA

OWNER: TELKOM S A LTD

EXISTING MAST: ROOFTOP ANTENNAS

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  - 4) DRAWINGS MAY NOT BE SCALED. ALL DIMENSIONS TO BE CONFIRMED ON SITE.
  - 5) 10kg FIRE EXTINGUISHER (CO2)
- STRICTLY COMPANY CONFIDENTIAL

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CO-ORDINATES:

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HASL:

1727m

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Monument Park, 0181, Waterkloof,  
Pretoria

SITE PLAN

SCALE:  
1:50

DATE:  
2024-11-20

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3 of 8

DWG NO: SIPHILASONKE- 03

R0





ADDRESS:  
BUILDING 7  
GRAYSTON OFFICE PARK,  
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JOHANNESBURG,  
SOUTH AFRICA

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REV	DATE	NOTES
0	2024-11-20	1st Issue

DATE: 20/11/2024  
DRAWN: M.T MASHABA  
OWNER: TELKOM S A LTD

EXISTING MAST: ROOFTOP ANTENNAS

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5) 10kg FIRE EXTINGUISHER (CO2)

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PROPERTY DESCRIPTION:  
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CO-ORDINATES:	HASL:
-26.209535° 28.051101°	1727m

PROJECT:  
EXISTING ROOFTOP ANTENNAS

ADDRESS:  
8 Polly St, City and Suburban, Johannesburg, 2094



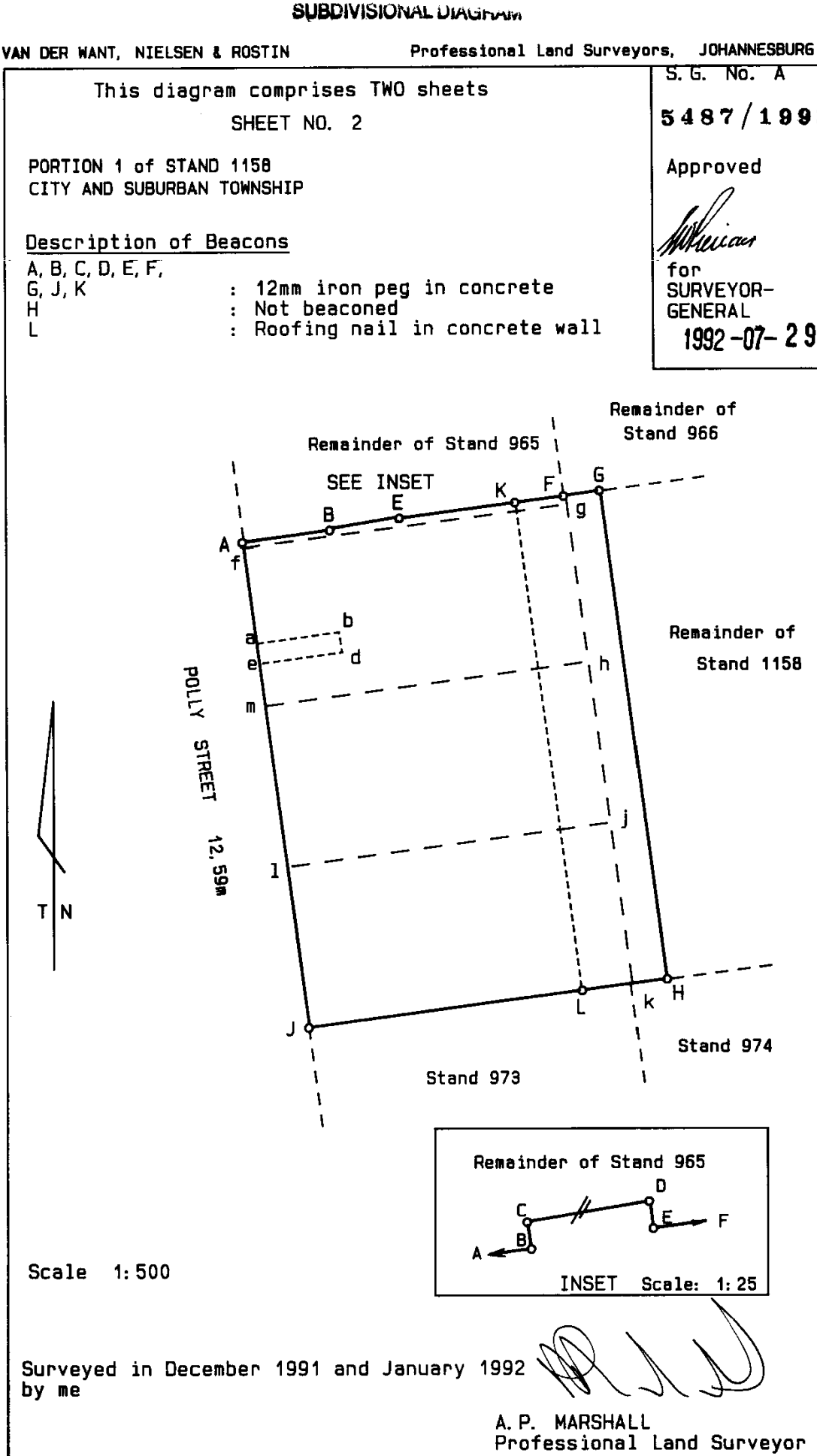
**AN INDEPENDENT  
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SITE PLAN

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DWG NO: SIPHILASONKE- 04 R0



ADDRESS:  
BUILDING 7  
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SITE NAME: Mooi Street (Jhb) ETE		
SITE ID: 02240		

REV	DATE	NOTES
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DATE: 20/11/2024

DRAWN: M.T MASHABA

OWNER: TELKOM S A LTD

EXISTING MAST: ROOFTOP ANTENNAS

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PROPERTY DESCRIPTION:

PORTION 1 OF ERF 1158, CITY AND SUBURBAN TOWNSHIP.

CO-ORDINATES: -26.209535° 28.051101°	HASL: 1727m
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PROJECT:

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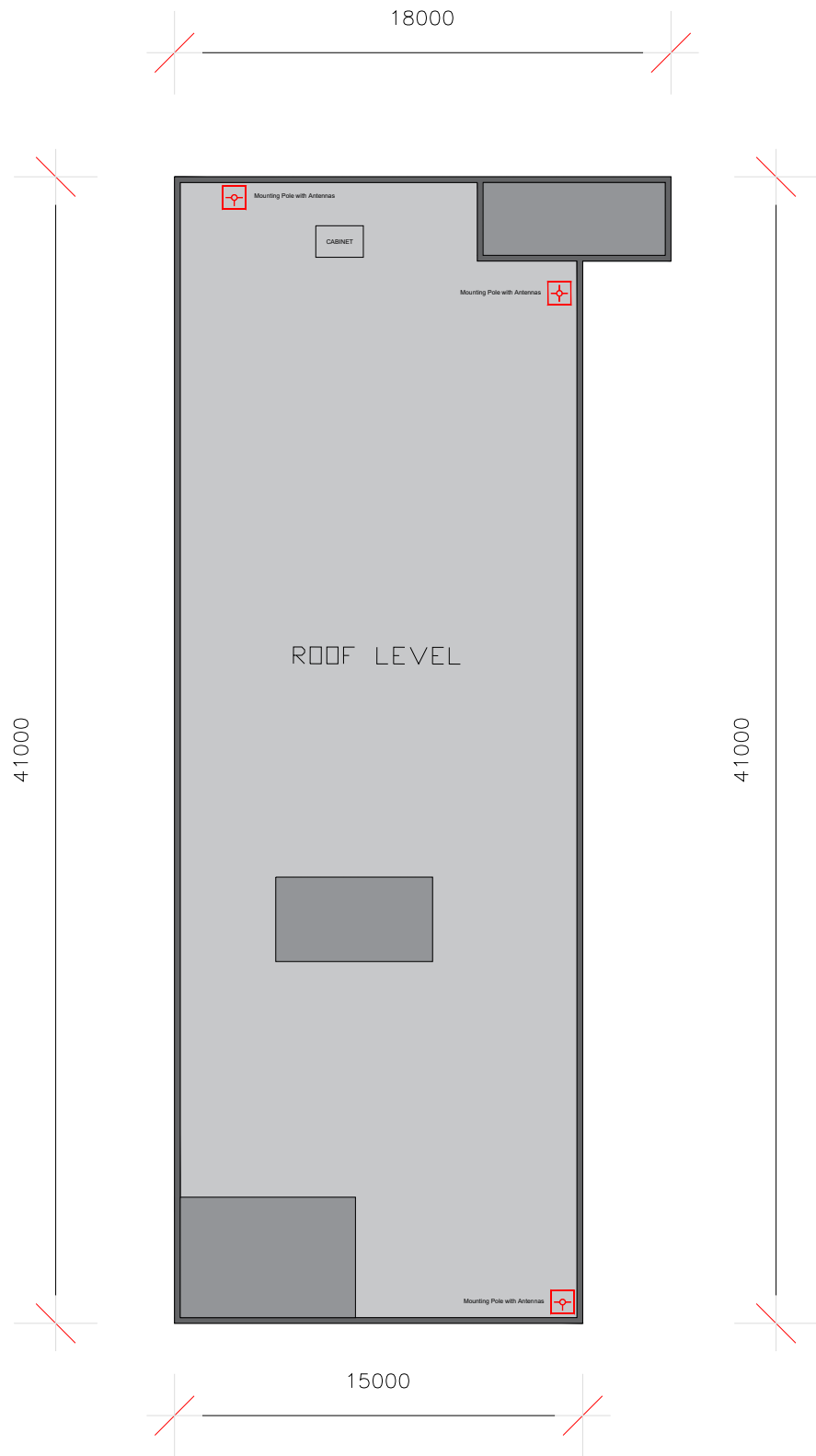
CADASTRAL INFO

SCALE: N/A	DATE: 2024-11-20	PAGE: 5 of 8
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DWG NO: SIPHILASONKE- 05

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SITE ID: 02240		

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DRAWN: M.T MASHABA
OWNER: TELKOM S A LTD

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PROPERTY DESCRIPTION: PORTION 1 OF ERF 1158, CITY AND SUBURBAN TOWNSHIP.
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CO-ORDINATES: -26.209535° 28.051101°	HASL: 1727m
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PROJECT: EXISTING ROOFTOP ANTENNAS
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ADDRESS: 8 Polly St, City and Suburban, Johannesburg, 2094
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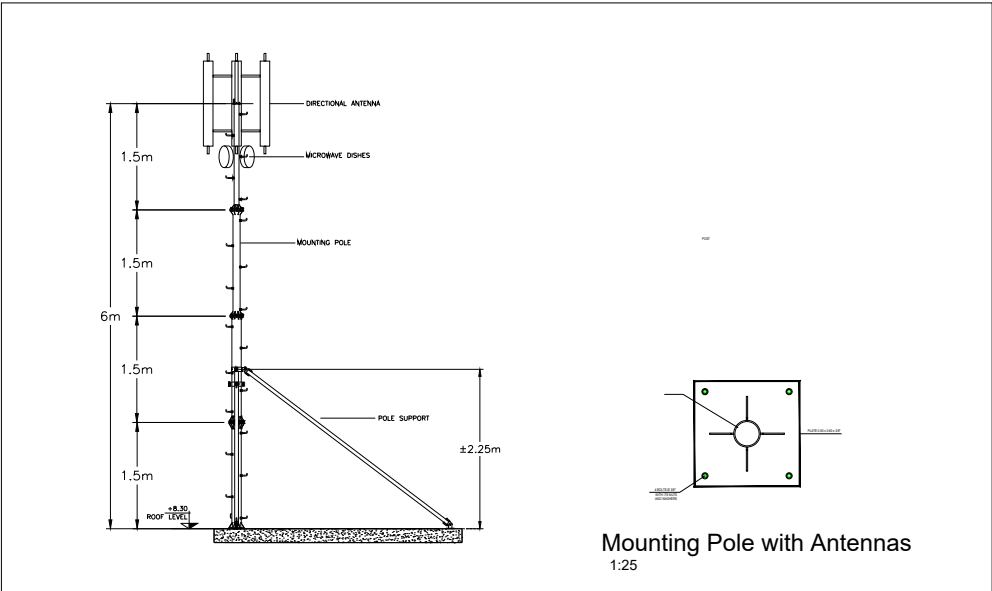
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TOP VIEW
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SCALE: 1:250	DATE: 2024-11-20	PAGE: 6 of 8
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ADDRESS:  
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SITE ID:  
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REV	DATE	NOTES
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DATE: 20/11/2024

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CO-ORDINATES:	HASL:
-26.209535° 28.051101°	1727m

PROJECT:  
EXISTING ROOFTOP ANTENNAS

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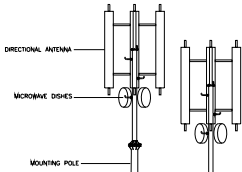
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ELEVATION

SCALE:	DATE:	PAGE:
N/A	2024-11-20	7 of 8

DWG NO: SIPHILASONKE- 07 R0



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ADDRESS:  
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Mooi Street (Jhb) ETE

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SITE PHOTOS

**SCALE:**

N/A

**DATE:**

2024-11-20

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R0



SITE PHOTO



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