

PROPERTY INFORMATION PACK

ASTONBAY ETE

JEFFERYS BAY | EASTERN CAPE



Telkom

ONLINE PROPERTY AUCTION

1 Hoepoe Drive Ashton Bay, Jeffreys Bay, Eastern Cape

SALE CLOSING: 11 AUGUST 2022 FROM 14:00 ZA



☎ 0860 00 00 10
📞 076 931 9904
🌐 www.allsurplus.com
✉ africa.buy@allsurplus.com

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Property Information

Zoning: Authority

JEFFERYS BAY | EASTERN CAPE



AUCTION TYPE: Online Auction

AUCTION CLOSING: 11 August 2022 from 14:00 ZA

CONTACT: Kim Faclier
africa.buy@allsurplus.com
Office: 0860 00 00 10
Whatsapp: 076 931 9904

Property Information

Property Summary

Property Address:	1 Hoepoe Drive Ashton Bay, Jeffreys Bay, Eastern Cape
Co-ordinates:	-34.078986, 24.902848
Legal Property Description	Erf 812, Ashton Bay, Jeffreys Bay, situated in Kouga Municipality, Province of Eastern Cape. Fully described on Title Deed No: T43121/1990.
Extent:	±2 340m ²
GLA:	±55m ²
Zoning:	Authority
Ownership:	Telkom S A Ltd
Municipal Valuation:	R250 000.00 (2018)
Estimated Monthly Utilities:	R2 696.00 (rates, water and electricity)
Description:	<p>The subject property comprises of a face brick building and is secured by concrete palisades. The property is neat and well-maintained. The property is located on the corner of Barbet Crescent and Hoepoe Drive just off Dolphin Drive, Ashton Bay, Jeffreys Bay.</p> <p>Please note, this property is subject to a swiftnet agreement, please review the agreement to ascertain the rental.</p>
Please Note:	Some of the Zoning Certificates (Annexure B), Title Deed (Annexure C) and SG Diagrams (Annexure D) were not available prior to the closure of the sale. The purchaser acknowledges and accepts that some information might be outstanding, however still wish to submit an offer on the property. Further note that all effort will be made to source the relevant outstanding information with the intention of making it available during the transfer process.

Property Information

Photographs



Property Information

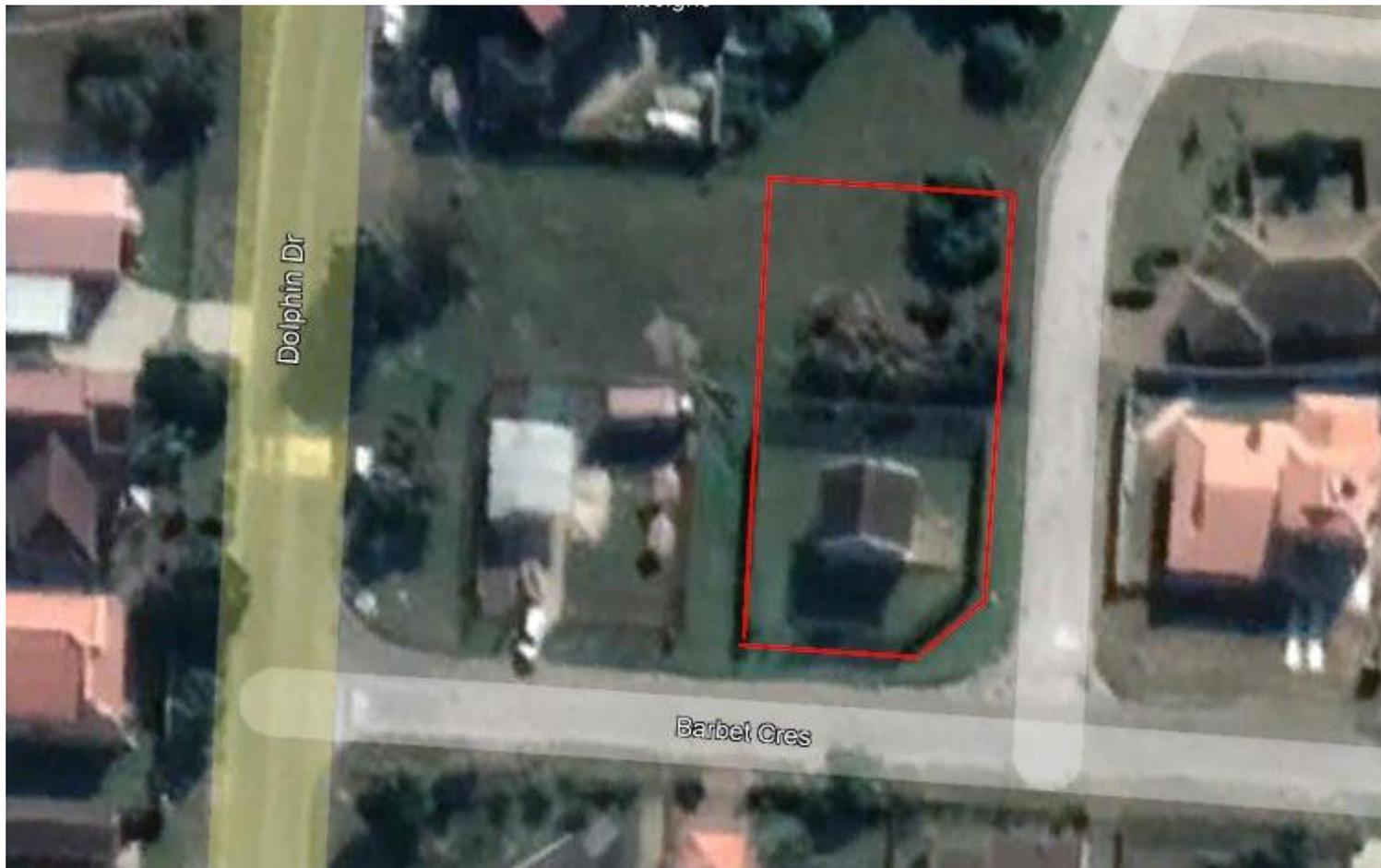
Photographs



Property Information

Locality Map

1 Hoepoe Drive, Ashton Bay, Jeffreys Bay, Eastern Cape.



Property Information

Auction Term and Conditions:

A refundable deposit is payable in order to bid:

R 10 000.00

At the fall of the hammer:

10% Deposit of the purchase price and 8% Auctioneers Commission (plus vat) - payable by the purchaser.

Conditions of Sale:

- 14 Working Days confirmation period (accept bid price) – The seller accepts the offer in writing which shall be no later than 60 days from the date of signature from the offeror.
- The purchase price is subject to VAT.
- Possession: Registration of transfer. The seller reserves the right to allow possession prior to transfer however occupation rental will be due which would be 1% of the full purchase price per month until transfer has taken place.
- The Seller is liable for the outstanding rates and taxes.
- The Purchaser shall at its own cost obtain the updated zoning certificate.
- The Purchaser shall at its own cost obtain a valid electrical certificate of compliance, beetle certificate and plumbing certificates.

Notice to Bidders

Welcome to Liquidity Services SA Property Auctions!

Within this pack, you will find pertinent information regarding the property being auctioned. All additional information and other properties can be found on our website at www.allsurplus.com.

The information included herewith is a summary of information from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders. It is supplied for whatever assistance it may provide in answering questions.

SUCH INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSLY OR TACITLY IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land uses and or restrictions if any, of the property and to consult whatever advisors they may feel appropriate.

The property for sale will be auctioned “voetstoots”, as it now stands and subject to the terms and conditions and servitudes mentioned and referred to in the current and/or prior Title Deeds and neither Liquidity Services, nor the Substitute Trustees or their respective agents make any express or tacitly implied warranties of any kind. The description and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

Please Note: In order to take part in this auction, a **R10 000 refundable deposit** is required prior to your bidding status being approved.

Furthermore, all pending registrants may have to complete a participation form which can be found on the events page / auction page on our website. Should you have any questions regarding the approval of registrants, please contact our offices for assistance 0860 000 010.

**ANNEXURE “A”:
KNOWN DEFECTS**

- 1.1 ELECTRICAL RETICULATION: Electricity has been disconnected from the site
- 1.2 AIR-CONDITIONING: The units are past their useful life.
- 1.3 SITE INFRASTRUCTURE: Manhole cover has been stolen outside site boundary wall.
- 1.4 There are no building plans 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.

Ref No: EVDM/G113/812

9 March 2012

ZONING CERTIFICATE

TO WHOM IT MAY CONCERN

This is to confirm that Erf 812, Aston Bay has been zoned as "**AUTHORITY**" in compliance with the applicable Zoning Scheme Regulations. Property and buildings may be utilized as stipulated below :

Primary Uses

Indicates the purposes for which land may be used and or buildings may be erected and used.

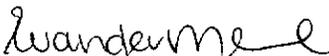
Authority Usage

Definition:

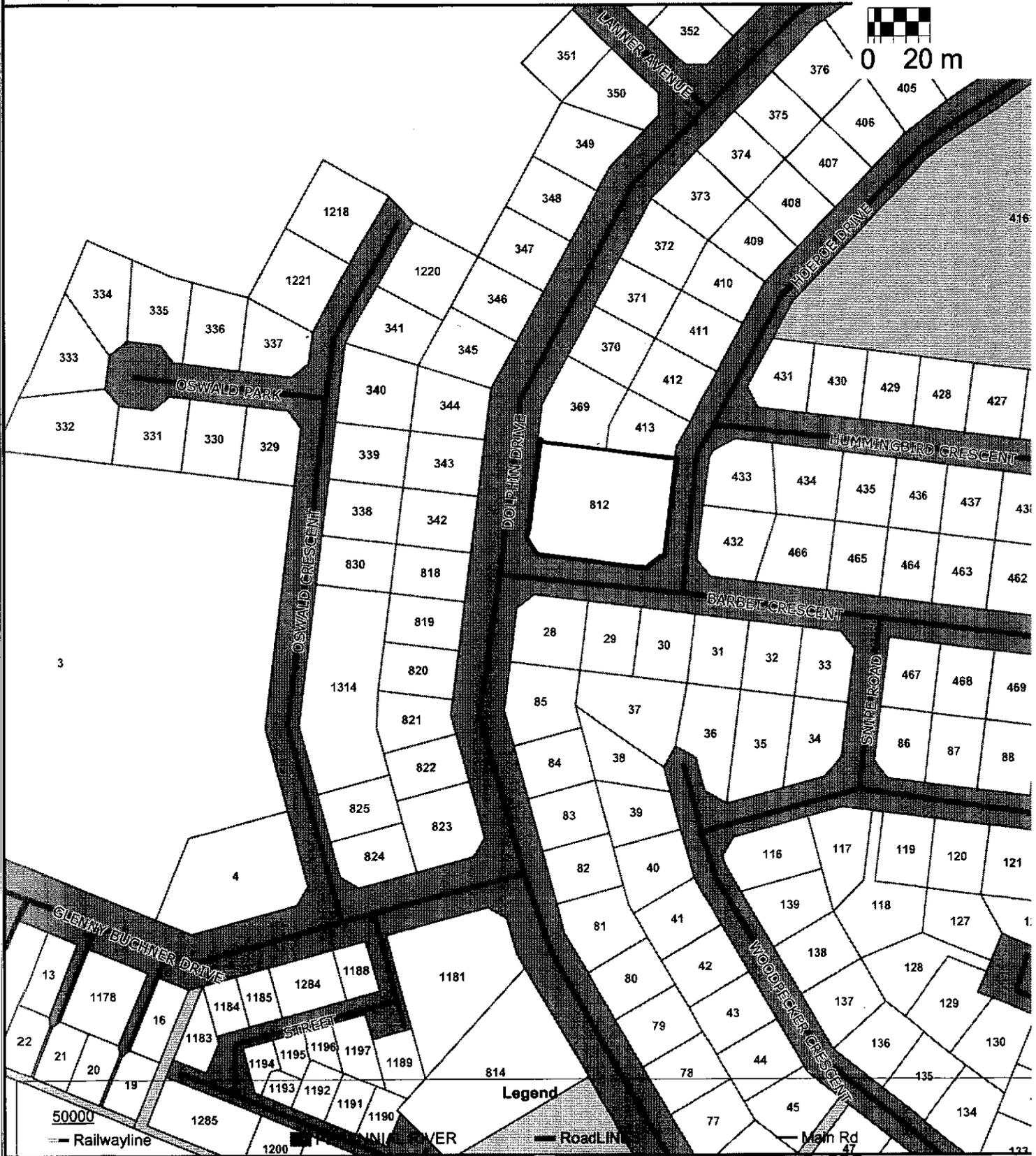
"Authority Usage" means a use which is practiced by a public authority and of which the locality factors are such that it cannot be classified or defined under other uses in these regulations, and includes uses practiced by:

- (a) the State, such as military training centres and installations, telecommunication facilities, police stations and jails;
- (b) the Province, such as road stations and road camps, and
- (c) a local authority, such as fire services, sewerage farms, dumping grounds, reservoirs, composting installations and water purification works.

Yours faithfully


A **S.S. FADI**
ACT. MUNICIPAL MANAGER

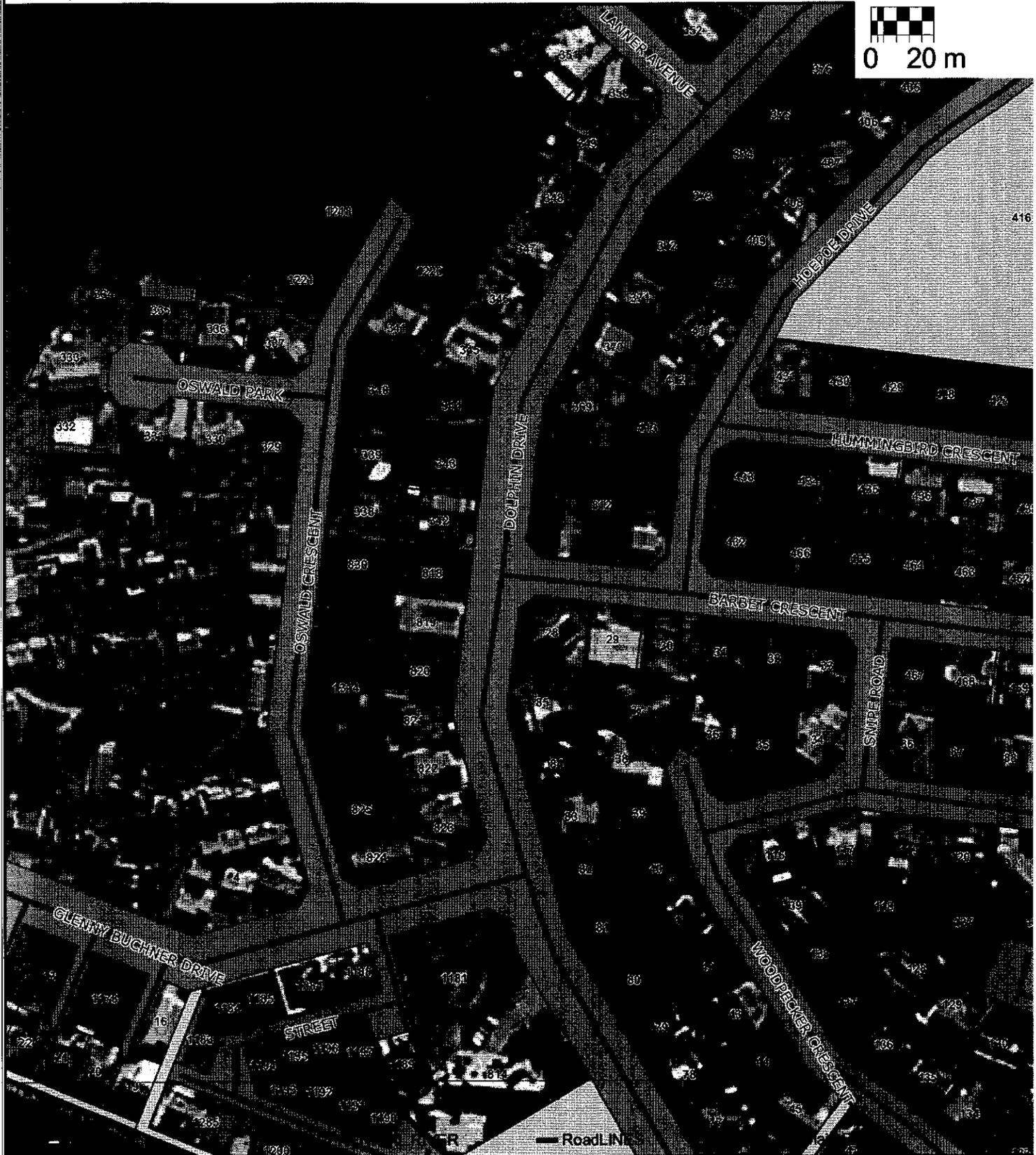
Locality Map - Erf 812 ASTON BAY



Legend

- | | | | |
|---------------------|------------------|--------------|----------------|
| 50000 | PAN | Parcel | On-Off Ramp |
| FLOOD BANK | POOL | A Parcel Tx | National Route |
| LAKE | Basemap | Park | |
| MARSH / VLEI | Municipality | Roads | |
| NON-PERENNIAL RIVER | AllotmentArea | Street | |
| NON-PERENNIAL RIVER | AllotmentArea tx | Other | |
| PERENNIAL RIVER | Street | Secondary Rd | |

Aerial Photo - Erf 812. Aston Bay



- | | | | |
|---------------------|------------------|--------------|----------------|
| DAM | PAN | Parcel | On-Off Ramp |
| FLOOD BANK | POOL | Parcel Tx | National Route |
| LAKE | <u>Basemap</u> | Park | |
| MARSH / VLEI | Municipality | <u>Roads</u> | |
| NON-PERENNIAL RIVER | AllotmentArea | Street | |
| NON-PERENNIAL RIVER | AllotmentArea tx | Other | |
| PERENNIAL RIVER | Street | Secondary Rd | |

3.25 VERVOERSONE II

3.25.1 *Kleurnotasië*: ligbruin.
Primêre gebruik: openbare pad.
Vergunningsgebruike: geen.

3.25.2 Geen struktuur mag opgerig word of gebruik beoefen word nie behalwe dié wat bestaanbaar is met "openbare pad", soos omskryf.

3.26 VERVOERSONE III

3.26.1 *Kleurnotasië*: ligbruin met swart arsering.
Primêre gebruik: openbare parkering.
Vergunningsgebruike: geen.

3.26.2 Geen struktuur mag opgerig word of gebruik beoefen word nie behalwe dié wat bestaanbaar is met "openbare parkering", soos omskryf.

3.27 OWERHEIDSONE

3.27.1 *Kleurnotasië*: rooi.
Primêre gebruik: owerheidsgebruik.
Vergunningsgebruike: geen.

3.27.2 Die grondgebruikbeperkings en verdere bepalings van toepassing op hierdie sone geld soos vir elke perseel of gebruik of tipe gebou goedgekeur deur die Administrateur of, indien deur die Administrateur daartoe gemagtig, die raad.

3.28 SPESIALE SONE

3.28.1 *Kleurnotasië*: blougroen.
Primêre gebruik: spesiale gebruik.
Vergunningsgebruike: bewaringsgebruik.

3.28.2 Indien spesiale faktore die skepping van 'n nuwe sone vir 'n perseel of persele op die soneringskaart regverdig sonder dat die skepping van 'n nuwe sone in die skemaregulasies geregtig is, word sodanige grond gesoneer as 'n spesiale sone op die soneringskaart. Elke sodanige stuk grond wat as sodanig gesoneer word en ten opsigte waarvan die grondgebruikbeperkings verskil van dié van ander grond wat as sodanig gesoneer is, word apart genommer op die soneringskaart. 'n Spesiale sone kan uit verskillende stukke grond bestaan mits die grondgebruikbeperkings dieselfde is. Aan elke spesiale sone ten opsigte waarvan die grondgebruikbeperkings verskil van dié van ander spesiale sones, word 'n aparte nommer toegeken (van 1 af), en elke nommer, met die gepaardgaande grondgebruikbeperkings, word as 'n aparte spesiale sone beskryf in 'n aanhangsel by hierdie skemaregulasies.

3.29 ONBEPAAALDE SONE

3.29.1 *Kleurnotasië*: blougroen met bloupers omlyning.
Primêre gebruik: geen.
Vergunningsgebruike: geen.

3.29.2 Behoudens die bepalings van artikel 14(8) van die Ordonnansie mag geen gebou in hierdie sone opgerig word en geen gebruik in Tabel B in regulasie 2.5 van hierdie regulasies vermeld, in hierdie sone beoefen word nie.

4.0 ALGEMEEN

4.1 Aanwending van gesoneerde grond

4.1.1 Niemand mag gesoneerde grond beskadig of verwoes sodat die aanwending daarvan vir die doeleindes waarvoor dit gesoneer is, vernietig of benadeel word nie; met dien verstande dat die raad toestemming daartoe kan verleen dat afvalmateriaal of vullis op sodanige grond gestort kan word.

4.1.2 Wanneer die raad sy toestemming kragtens hierdie regulasie verleen, kan hy enige voorwaardes opleë wat hy goed dink.

4.1.3 Behoudens die bepalings van enige ander weg mag geen bepaling van hierdie regulasie uitgelê word as 'n verbod op die redelike omheining van grond nie.

3.25 TRANSPORT ZONE II

3.25.1 *Colour notation*: light brown.
Primary use: public road.
Consent uses: none.

3.25.2 No structure shall be erected or use practised except such as is compatible with "public road", as defined.

3.26 TRANSPORT ZONE III

3.26.1 *Colour notation*: light brown with black hatching.
Primary use: public parking.
Consent uses: none.

3.26.2 No structure shall be erected or use practised except such as is compatible with "public parking", as defined.

3.27 AUTHORITY ZONE

3.27.1 *Colour notation*: red.
Primary use: authority usage.
Consent uses: none.

3.27.2 The land use restrictions and additional provisions applicable to this zone shall apply as for every site or use or type of building approved by the Administrator or, if authorised thereto by the Administrator, the council.

3.28 SPECIAL ZONE

3.28.1 *Colour notation*: blue-green.
Primary use: special usage.
Consent uses: conservation usage.

3.28.2 If special factors justify the creation of a new zone on the zoning map for a site or sites without justifying the creation of a new zone in the scheme regulations, such site shall be zoned as a special zone on the zoning map. Every such portion of land which has been zoned as such and in respect of which the land use restrictions differ from those of other land which has been zoned as such shall be given a separate number on the zoning map. A special zone may consist of different portions of land, provided the land use restrictions are the same. Each special zone in respect of which the land use restrictions differ from those of other special zones shall be given a separate number (from 1 onwards), and each number with the accompanying land use restrictions shall be described as a separate special zone in an annexure to these scheme regulations.

3.29 UNDETERMINED ZONE

3.29.1 *Colour notation*: blue-green with blue-purple outline.
Primary use: none.
Consent uses: none.

3.29.2 Subject to the provisions of section 14(8) of the Ordinance, no building may erected in this zone and no use referred to in Table B in regulation 2.5 of these regulations may be practised in this zone.

4.0 GENERAL

4.1 Utilisation of zoned land

4.1.1 No person shall damage or destroy zoned land so as to destroy or impair its utilisation for the purpose for which it is zoned, provided that the council may consent to the deposit on such land of waste materials or refuse.

4.1.2 In giving its consent under this regulation, the council may impose such conditions as it may deem fit.

4.1.3 Subject to the provisions of any other law, nothing in this regulation contained shall be construed as prohibiting the reasonable fencing of land.

Annexure C - Title Deed

ENDOSSEMENT KRAGTENS ARTIKEL 4 VAN WET 44 VAN 1958	ENDORSEMENT IN TERMS OF SECTION 4 OF ACT 44 OF 1958
KRAGTENS ARTIKEL 4 VAN DIE POSWET NO. 44 VAN 1958 MET DIE BINNEVERMELDE EIENDOM OORGEGAAN OP: TELKOM SA BEPERK 91/05476/06	BY VIRTUE OF SECTION 4 OF THE POST OFFICE ACT NO. 44 OF 1958 THE WITHIN MENTIONED PROPERTY PASSED TO: TELKOM SA LIMITED 91/05476/06
T 72374191	<i>Murie</i> REGISTRATEUR/REGISTRAR
DATUM DATE 19 11 91	

DATA
22-11 L MURIE
de w

T 43121190

Opgestel deur my,
[Signature]
TRANSPORTBESORGER.
M. STOCKENSTROM

SERTIFIKAAT VAN VERENIGDE TITEL

(Uitgereik kragtens die bepalings van artikel veertig van Registrasie van Aktes Wet, 1937 (Wet nr. 47 van 1937)).

NADEMAAL die REPUBLIEK VAN SUID-AFRIKA aansoek gedoen het om die uitreiking aan hom van 'n Sertifikaat van Verenigde Titel kragtens die bepalings van Artikel veertig van die Registrasie van Aktes Wet, 1937 en

NADEMAAL die REPUBLIEK VAN SUID-AFRIKA die geregistreeerde eienaar is van:-

|

A

1. ERF 368 ASTON BAY, in die Munisipaliteit van Jeffreysbaai
Administratiewe Distrik van Humansdorp

2. ERF 414 ASTON BAY, geleë soos hierbo

3. ERF 415 ASTON BAY, geleë soos hierbo

4. ERF 367 ASTON BAY, geleë soos hierbo

AL DIE BOGEMELDE EIENDOMME GEHOU DEUR TRANSPORTAKTE NR.
T23412/1985

wat verenig is tot die grond hieronder beskryf.

SO IS DIT dat ingevolge die bepalings van genoemde Wet ek, die
REGISTRATEUR VAN AKTES te KAAPSTAD hierby sertifiseer dat
voornoemde

REPUBLIEK VAN SUID-AFTIKA

of die se opvolgers in titel of regverkrygendes die geregistreeerde
eienaar is van:

|



ERF 812 ASTON BAY, geleë in die Munisipaliteit van Jeffreysbaai en Administratiewe Distrik van Humansdorp

GROOT: 2340 (Tweeuisend Driehonderd en Veertig)
Vierkante meter

SOOS BLYK UIT AANGEHEGTE KAART NR. 8458/83

A. ONDERHEWIG aan die voorwaardes vervat in Transportakte Nr. T23412/1985.

B. ONDERHEWIG VERDER aan die volgende voorwaardes vervat in Transportakte Nr. T23412/1985 opgelê deur die Administrateur Kaap die Goeie Hoop, in terme van Ordonnansie Nr.33 van 1934 tydens die goedkeuring van Aston Bay Dorp Uitbreiding Nr. 1 :-

- (a) Die eienaar van hierdie erf is verplig om sonder betaling van vergoeding, toe te laat dat elektrisiteits-, telefoon-, of televisie-kabels of -drade en hoof- en/of ander waterpype en rioolvuil en dreinerings, insluitende stormwater van enige ander erf of erwe, binne of buite hierdie dorp, oor hierdie erf gevoer word, indien dit deur die plaaslike of 'n ander statutêre owerheid nodig geag word, en wel op die wyse en plek wat van tyd tot tyd redelikerwys vereis word. Dit sluit die reg op toegang te alle redelike tye tot die eiendom in met die doel om enige werke met betrekking tot bogenoemde aan te lê, te wysig, te verwyder of te inspekteer:
- (b) Die eienaar van hierdie erf is verplig om sonder vergoeding op die erf, die materiaal te ontvang of uitgrawings op die erf toe te laat al na vereis word, sodat die volle breedte van die straat gebruik kan word en die wal veilig en behoorlik skuins gemaak kan word omrede van die verskil tussen die hoogte van die straat soos finaal aangelê en die erf, tensy hy verkies om steunmure te bou tot genoeg van en binne 'n tydperk wat die plaaslike owerheid bepaal:

|

o

o

(c) Hierdie erf mag alleenlik gebruik word vir sulke doeleindes wat deur die Dorpsaanlegskema van die plaaslike owerheid toegelaat word en onderworpe aan die voorwaardes en beperkings wat in die skema bepaal word:

EN dat, kragtens hierdie Sertifikaat, genoemde

REPUBLIEK VAN SUID-AFRIKA

Die se opvolgers-in-titel of sy regverkrygendes, nou en voortaan daartoe geregtig is ooreenkomstig plaaslike gebruik.

TEN bewyse waarvan ek, voornoemde REGISTRATEUR, hierdie Akte onderteken en met die ampseël bekragtig het.

ALDUS GEDOEN en GETEKEN in die kantoor van die REGISTRATEUR VAN AKTES te KAAPSTAD op hede die ^{24^{ste}} dag van *Julie* in die jaar van ons Heer, eenduisend Negehoenderd En Negentig. (1990)


.....
REGISTRATEUR VAN AKTES

P

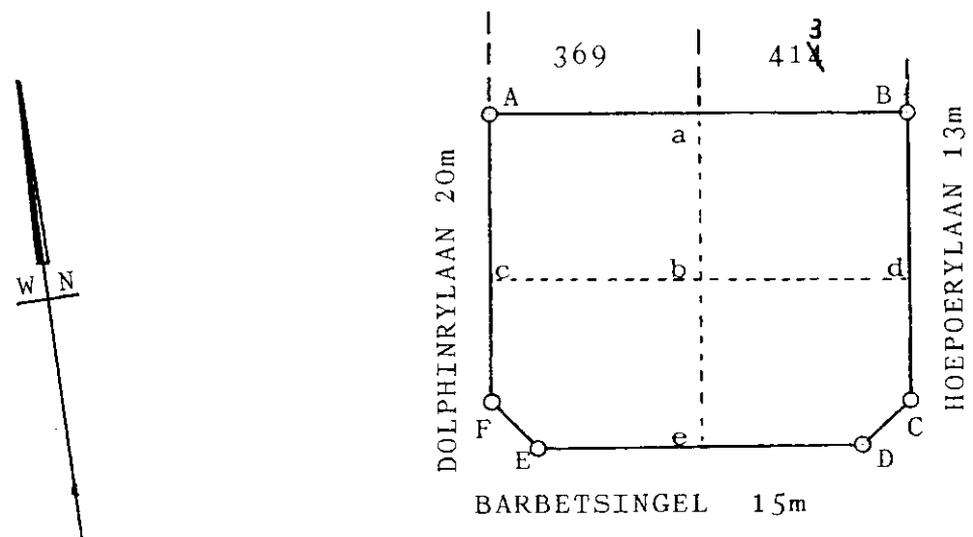
(10)

Annexure D - SG Diagram

	SYE METER	RIGTINGS -HOEKE	KOÖRDINATE		L.G. No.
			y	x	
AB	54,00	277 00 00			8458-83 goedgekeur <i>M. W. Deuring</i> Landmeter-generaal 10.11.1983
BC	38,00	7 00 00			
CD	8,49	52 00 00			
DE	48,00	97 00 00			
EF	8,49	142 00 00			
FA	38,00	187 00 00			

- 1) Figuur Aabc synde Erf 368 Aston Bay geleë in Aston Bay Uitbreiding No. 1. Vide TP 9572
- 2) Figuur aBdb synde Erf 414 Aston Bay geleë in Aston Bay Uitbreiding No. 1. Vide TP 9572
- 3) Figuur bdCDe synde Erf 415 Aston Bay geleë in Aston Bay Uitbreiding No. 1. Vide TP 9572
- 4) Figuur cbeEF synde Erf 367 Aston Bay geleë in Aston Bay Uitbreiding No. 1. Vide TP 9572

B A K E N S
 A,B,C,D,E,F.....12mm Ysterpen.



Die figuur A B C D E F
 stel voor 2340 vierkante meter grond, synde
 Erf **812** ASTON BAY
 en bevat die eiendomme soos hierbo aangehaal geleë in die dorp Aston Bay Uitbreiding No. 1 in die Munisipaliteit van Jeffreysbaai en Administratiewe Distrik van Humansdorp
 Opgeneem in Saamgestel in Oktober 1983 deur my, *S. J. M. M. M. M.* Landmeter
 Administratiewe Distrik van Provinsie Kaap die Goeie Hoop

Hierdie kaart is geheg aan No. SVT 24 07 90 gedateer 43121 90 t.g.v. Die RZA Registrateur van Aktes	Die oorspronklike kaart is Soos hierbo aangetoon No. geheg aan Transport / Grondbrief No.	Lêer No. S/14103/5 M.S. No. Saamgestel Kompan 2BD (3627) Alg. Plan TP 9572 (Vel 2)
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uu

2K



SITE IDENTIFICATION NAME: Astonbay ETE
SITE IDENTIFICATION NUMBER: 04187

OCCUPATION AGREEMENT FOR MAST AND ANCILLIARY EQUIPMENT

Entered into between

Company registration number/Identity number:

VAT number: NA

Duly represented by:

He/she 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 -**34.0789862 24.9028483 1 Hoepoe Dr, Aston Bay, Jeffreys Bay, 6332**

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*.

^{DS}
ET ^{DS}
NB



- 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 **“Contract Start Date”** shall mean the date as set out in Annexure 1;
- 2.5 **“Designated Site/s”** shall mean 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;

- 2.6 **“Electronic Communication Facilities”** shall mean 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;
- 2.7 **“Gyro Group (Pty) Ltd”** means Gyro Group (Pty) Ltd, a limited liability company, with registered offices at 2nd Floor, the Hub, Telkom Office Park, 61 Oak Avenue, Centurion and the duly appointed agent for the Occupier.
- 2.8 **“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;
- 2.9 **“Occupier”** refers to the mast owner being 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 2nd Floor, the Hub, Telkom Office Park, 61 Oak Avenue, Centurion;
- 2.10 **“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;
- 2.11 **“Party”** means a party to this Agreement and **Parties** refers to both of them, as the context requires;
- 2.12 **“Property”** shall mean (insert property description) which is more fully described in Annexure 1;
- 2.13 **“the Act”** shall mean the Electronic Communications Act (36 of 2005) as amended from time to time or any legislation passed in replacement thereof.

3. COMMENCEMENT DATE, DURATION AND TERMINATION DATE

This Agreement shall commence on the date of signature of the last signing party and shall endure indefinitely unless terminated earlier by the Occupier as set out in clause 4 below.



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 premises 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 PREMISES**

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 warrant 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 premises 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 PREMISES**

- 7.1 The premises 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 PREMISES

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 upon the property, 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 premises.

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 property 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 Property. 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 premises, 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 premises 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 premises 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 premises/property shall be paid by the Owner to the relevant supplier timeously. A failure by the Owner to comply with this clause 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 PREMISES

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

11.1.1 the monthly compensation 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 first 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/it's 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 10th 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 11.2, the Date of Occupation shall be the date when the Occupier enters the site for the purpose of commencing with the construction of the mast and ancillary facilities, 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 property, 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% 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 90 (ninety) 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 sequestered or be placed under judicial management or 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 premises 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 90 (ninety) 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 sequestered 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 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 affect 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

For all legal processes:

c/o The Executive: Legal Services
Gyro Group (Pty) Limited
Telkom Office Park
61 Oak Avenue, Highveld Technopark, Centurion, 0157

17.2.2 As regards the Owner:

For all other notices:

-34.0789862 24.9028483 1 Hoepoe Dr, Aston Bay, Jeffreys Bay, 6332

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 10th (tenth) working Day following the date of such posting;

17.3.3 if transmitted by facsimile be deemed to have been received by the addressee on the 1st (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 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 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 authorized 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.



SWIFTNET

OWNER

Signed at _____ on this _____ day of _____ 20 .

AS WITNESSES: -

- 1. _____
NAME:
For/on behalf of the Owner
- 2. _____
being duly authorized

OCCUPIER

Signed at FOURWAYS on this 04TH day of August 20 22

AS WITNESSES: -

- 1. _____
DocuSigned by:
Nilamulo Baloyi
B3732C775CAC431...
NAME: NHLAMULO BALOYI
For/on behalf of the Occupier
- 2. _____
being duly authorized

Signed at XX on this XX day of XX 20 22.

AS WITNESSES: -

- 1. _____
DocuSigned by:
Nilamulo Baloyi
B3732C775CAC431...
NAME: EDDY KGOMONGWE
For/on behalf of the Occupier
- 2. _____
being duly authorized


ANNEXURE 1 TO OCCUPATION AGREEMENT

SITE INFORMATION	
SITE IDENTIFICATION NUMBER	04187
SITE IDENTIFICATION NAME	Astonbay ETE
REGION	
SITE ADDRESS	-34.0789862 24.9028483 1 Hoepoe Dr, Aston Bay, Jeffreys Bay, 6332
SQUARE METERS OF DESIGNATED SITE	100 m ²
ERF NUMBER	REMAINING EXTENT OF ERF 812 ASTON BAY
ROUTE	Urban
ACCESS HOURS FOR CONSTRUCTION AND MAINTENANCE PURPOSES:	N/A
NORMAL HOURS	24/7
AFTER HOURS	24/7
WEEKENDS	24/7

OWNER AND OCCUPIER DETAILS AND PAYMENT DETAILS			
SITE OCCUPIER NAME		SWIFTNET SOC LTD	
OCCUPIER CONTACT NUMBERS: EMAIL: LAND LINE:		NHLAMULO BALOYI Nhlamulo.baloyi@gyrogroup.co.za 021 311 8742	
OCCUPIER CONTACT NUMBERS EMAIL: LAND LINE NUMBER		EDDY KGOMONGWE Eddy.kgomongwe@gyrogroup.co.za 012 311 4817	
OCCUPIER REPRESENTATIVE / AGENT		GYRO GROUP (PTY) LTD, THE HUB, TELKOM OFFICE PARK 61 OAK AVENUE, CENTURION	
POSTAL ADDRESS FOR INVOICE SUBMISSION		GYRO GROUP (PTY) LTD, THE HUB, TELKOM OFFICE PARK 61 OAK AVENUE, CENTURION	
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	



SWIFTNET

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

*DELETE IF OWN PROVIDER.

CONTRACTUAL DETAILS	
COMMENCEMENT DATE	As per Clause 3
DATE OF OCCUPATION	As per Clause 11.3
DATE OF FIRST PAYMENT*	
END DATE	INDEFINATE infinity

- *Ie. DATE WHEN CONSTRUCTION COMMENCES*

MONTHLY COMPENSATION PAYABLE (EXCL VAT)			
		PERIOD Frequency of payment	METHOD
COMPENSATION AMOUNT	R4000.00	Per Month	<u>EFT</u>
First Payment			EFT
ELECTRICITY CONSUMPTION	N/A	Monthly in advance/ metered / own supply	EFT
OTHER*	N/A		EFT
TOTAL			EFT
Escalation if applicable	CPI		
VAT PAYABLE: (YES OR NO)			
VAT REGISTRATION NUMBER			



SKETCH PLAN

ANNEXURE 2

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ET

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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 authorized 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 authorized 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 authorized 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 _____ 2021.

Company Stamp (where applicable)

Signature: _____

Name & Position _____

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

DS ET DS NB



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ET

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NB