A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:

(a) Gelyktydiges met ander registrasie kantore/deeltitels : Simuls with other registries/Sectional titles:

Kode/Code	Firma/Firm	Eiendom/Property	Kantoor/Office
1			
2			
3			
4			

(b) Kliënt afskrifte van aktes permanent in Aktekantoor gellasseer:
Client copies of deed filed permanently in Deeds Office:

Aard en nommer van akte Nature and number of deed	Kode Code	Parawe van ondersoekers Initials of examiners
	T.R.	JNR. SNR.

(c) Notas/Notes

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

		Opmerkings Remarks	Paraaf Initials
Interdikte nagesien deur Interdict checked by	(1) Dorp goedgekeur (geproklameer) Township approved (proclaimed)		
	(2) Begiftigingserwe Endowment erven		
Datum: Date:	(3) Begiftiging Endowment		
	(4) Voorwaardes Conditions		
	(5) Mikro Micro		
	(6) Algemene plan General plan		
Interdikte nagesien deur Interdict checked by	(7) Titel akte Title deed		
	(8) Verbande teen dorpstitel Bonds against township title		
Datum: Date:	(9) Datum nagesien Date checked		

Kantoor instruksies / Office instructions:

Seksie / Section:

Minuteman Press, Lynnwood 012 361 0112

CDH
CLIFFE DEKKER HOFMEYR

366

011 562 1000

083 325 0593

Kort beskrywing van eiendom (slegs para. 1 in Akte) / Brief description of property (only para. 1 in Deed)

Erf 3969 Jutsi Ext 39 Thshwane

UITVOERING - EXECUTION

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:
(a) Datum van indiening / Date of lodgement

11/9/17
10/7 ok.

LODGED
DEEDS OFFICE PRETORIA
2018-07-02
(b)
AKTEKANTOOR PRETORIA
LODGED

MUST BE REGISTERED
2018 -07- 13
PRETORIA

MUST BE REGISTERED BY
ELECTRONIC BLACKBOOK
DATA
2018 -07- 11
DEEDS PRETORIA
VAN DALEN VENETIA

	Ondersoekers/Examiners	Kamers Rooms	Skakeling/Linking		Verwerp/Reject	Passeer Pass
1	Zaskia Cas. Im	919	4	2		C
2	MAPULA MOKALE					
3						

B. VIR AKTEBESORGER SE GEBRUIK/
FOR CONVEYANCER'S USE:

Aard van Akte byv.: Transport, Verband, ens.
Nature of Deed e.g.: Transfer, Bond, etc.

K 18 03843

CESSION & LEASE

Verw. Nr. / Ref. No.	Skakeling / Linking
JVA/SP/20201758	4 | 2

GELYKTYDIGE / SIMULS

	Kode Code	Name van Partye/Names of Parties	Firma Nr. Firm No.	Nr. in stel/batch	Titelaktes ens. binne Titles etc. within
1	K	Intaleyan/Balgobind	366	1	K3854/2015
2	K	Balgobind/Maistheri	366	2	IN NO. 3 of
3	BC	Balgobind/Area Bank	366	3	Batch
4	B	Maistheri/Investec	1058	4	
5					
6					
7					
8					
9					
10					
11					
12					
13					

HAND IN FOR EXECUTION
2018 -07- 11
DEEDS PRETORIA
INGEDIEN VIR UITVOERING

REGISTRASIE VERSOEK DEUR:
REGISTRATION REQUESTED BY:

DATUM:
DATE: 2018 -07- 12

010014582152

For Information Only

SEELREG
STAMP DUTY R
FOOI
FEES R 319—00

GEREGISTREER
REGISTERED
REGISTRATEUR/REGISTRAR
2018 -07- 12

VERBIND MORTGAGED
VIR
FOR R 6 350 000—00
B 000026474 / 2018
2018 -07- 12
REGISTRATEUR/REGISTRAR

K 18 03843 L

Protocol No. 417/2018

NOTARIAL DEED OF CESSION AND ASSIGNMENT OF LEASE

KNOW ALL MEN WHOM IT MAY CONCERN :

THAT at SANDTON on 26 JUNE 2018 before me **JOHN GRANT WEBBER** of Sandton, in the Province of Gauteng, Notary Public, by lawful authority duly admitted and sworn and in the presence of the subscribing witnesses personally came and appeared **SHANAAZ PETERSEN** of SANDTON, she, the said Appearer being duly authorised thereto by:

NARISA BALGOBIND
Identity Number 721008 0144 080
Unmarried

(hereinafter the "**Assignor**")

acting herein under and by virtue of a Special Power of Attorney signed at SANDTON on 28 MAY 2018

and

SHANAAZ PETERSEN

In her capacity as the duly authorised attorney and agent of -

For Information Only

NOEL MASHABA
Identity Number 7705285301088
Unmarried

(hereinafter the "**Assignee**")

acting herein under and by virtue of a Special Power of Attorney signed at SANDTON on 28 MAY 2018

which said Power of Attorney was this day exhibited to me, the Notary, and now remain filed in my Protocol.

AND THE SAID APPEARER DECLARED THAT

A. By virtue of Notarial Deed of Lease K03655/2014L (hereinafter the "**Registered Lease**")
ERF 3969 JUKSKEI VIEW EXTENSION 40 TOWNSHIP
REGISTRATION DIVISION I.R.,
PROVINCE OF GAUTENG

MEASURING 1021 (ONE THOUSAND AND TWENTY ONE) Square metres

HELD BY Certificate of Registered Title Number T49784/2014

was leased by the registered owner thereof to the lessee, which lease has been assigned to the Assignor in terms of Notarial Deed of Cession and Assignment K03854/2015L (hereinafter the "**Registered Assignment**"). The Assignor's rights to (and obligations under) the lease of the Property in terms of the Registered Assignment read with the Registered Lease are collectively referred to as the **Leasehold Rights**.

B. The Assignor and Assignee did on 30 April 2018 conclude an agreement for the cession and assignment of the Assignor's Leasehold Rights to the Assignee.

C. In consideration for the cession and assignment of the Leasehold Rights by the Assignor to the Assignee, the Assignee shall against registration of this deed pay to the Assignor the amount of R9 000 000,00 (NINE MILLION RAND). .

D. The Assignee is required in terms of the Registered Lease to become a member of the home owners association constituted for the development of which the property forms a part and the Assignee has agreed to become a member thereof against registration of this deed and to remain a member of the home owners association for as long as the Assignee is the holder of the Leasehold Rights ceded in terms of this deed.

For Information Only

E. The Parties require the cession and assignment of the Leasehold Right to be notarially executed and registered against the Registered Lease and the Registered Assignment on the terms and conditions set out therein.

NOW THEREFORE THESE PRESENTS WITNESS:

1. The Assignor cedes and assigns all the Assignor's Leasehold Rights in and to the Registered Lease to the Assignee;

2. The Assignor shall procure that all amounts due by the Assignor in terms of the Registered Lease and/or the memorandum and articles of association or rules of the home owners association and/or amounts due to the local authority and/or the owner of the property shall be paid in full prior to or simultaneously with the registration of this deed;

3. The Assignee shall on registration of this deed pay to the Assignor the amount of R9 000 000,00 (NINE MILLION RAND);

4. The Assignee agrees to become a member of the home owners association, constituted for the development in which the property is situated, against registration of this deed and to remain a member of the home owners association for as long as the Assignee is the holder of the Leasehold Rights ceded in terms of this deed, together with the obligation to pay all charges due to the owner of the property in terms of the Registered Lease or to the home owners association in terms of the memorandum of incorporation of the home owners association; and

5. The Appearer in her capacity aforesaid, hereby accepts the cession and assignment of the Leasehold Rights in and to the Registered Lease on behalf of the Assignee.

For Information Only

THUS DONE AND EXECUTED at SANDTON aforesaid, on the day, month and year first aforewritten, in the presence of the subscribing competent witnesses.

AS WITNESSES:

1. _____

2. _____

_____

q.q. the Assignor

_____

q.q. the Assignee

QUOD ATTESTOR,

NOTARY PUBLIC

JOHN GRANT WEBBER
NOTARIS
NOTARY
GAUTENG

For Information Only

PROD DEEDS REGISTRATION SYSTEM - PRETORIA DATE : 20180702 TIME : 11:35:47.1 PAGE : 1
PREPARED BY : DRS01292 - LYDIA MAILA

TRACK NUMBER : 10014582152

BLACK-BOOKING ENQUIRY ON NAME - BALGOBIND NARISA
ID NUMBER - 7210080144080
BIRTH DATE - 19721008
MARITAL STATUS - UNMARRIED
MAIDEN NAME -
TYPE OF PERSON - PRIVATE PERSON

PERSON NAME AND ID		CONTRACTS/INTERDICTS	NOTED ON SCAN/MICRO REF
BALGOBIND NARISA	7210080144080	K3854/2015L	20150717,20160518145836

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***

FOR INFORMATION ONLY

(ii) a share or member's interest contemplated in paragraph (*d*) or (*e*) of the definition of "property"; or

(iii) a contingent right in property of a trust as contemplated in paragraph (*f*) of the definition of "property",

held by a discretionary trust, means the fair market value of that property (without taking into account any lease agreement or any liability in respect of any loan in relation to that residential property or any residential property of any company or trust contemplated in subparagraph (ii) or (iii)), as at the date of acquisition of that contingent right; or

[Para. (*c*) amended by s. 1 (1) (*b*) of Act No. 17 of 2009 deemed to come into operation on 1 September, 2009 and applicable in respect of the acquisition of any share in a share block company on or after that date.]

(*d*) in relation to a share in a company as contemplated in paragraph (*g*) of the definition of "property", means so much of the fair market value, as at the date of acquisition of that share, of any property held by that company which constitutes property as contemplated in paragraphs (*a*) and (*c*) of that definition (without taking into account any lease agreement or any liability in respect of any loan in relation to that residential property) as is attributable to that share:

[Para. (*d*) inserted by s. 1 (1) (*c*) of Act No. 17 of 2009 and substituted by s. 1 (*b*) of Act No. 24 of 2011.]

Provided that—

(*a*) the fair market value of any property of a company or a trust which constitutes a contingent right in property of a trust, as contemplated in paragraphs (*b*) (iii) and (*c*) (iii), shall be equal to the fair value of that contingent right as determined in terms of paragraph (*c*) of this definition; and

(*b*) where property, has been acquired by the exercise of an option to purchase or a right of pre-emption, the fair value in relation to that property shall be the fair market value thereof as at the date upon which the option or right of pre-emption was acquired by the person who exercised the option or right of pre-emption;

[Definition of "fair value" substituted by s. 2 (1) (*a*) of Act No. 74 of 2002.]

"mining asset" means any building, shaft, excavation, borehole, structure, fixture or other improvement or work used or intended to be used for purposes of mining, or purposes incidental thereto, including the accommodation of mine personnel, but does not include any building or structure on land in a proclaimed township;

[Definition of "mining asset" inserted by s. 11 of Act No. 80 of 1959.]

"person" includes the estate of a deceased or insolvent person and any trust;

[Definition of "person" inserted by s. 8 (1) (*a*) of Act No. 37 of 1996.]

"property" means land in the Republic and any fixtures thereon, and includes—

(*a*) any real right in land but excluding any right under a mortgage bond or a lease of property other than a lease referred to in paragraph (*c*);

[Para. (*a*) substituted by s. 1 (*c*) of Act No. 24 of 2011.]

(*b*) .....

[Para. (*b*) deleted by s. 1 (*d*) of Act No. 24 of 2011.]

(*c*) any right to minerals (including any right to mine for minerals) and a lease or sub-lease of such a right;

For Information Only