

D/SM 12/26

DEVIATION: DISCIPLINARY AGAINST MR ALEXANDER KANNEMEYER: SENIOR MANAGER HUMAN RESOURCES**MEMORANDUM**

**DIRECTORATE: CORPORATE SERVICE
HUMAN RESOURCE MANAGEMENT**

**TO : MUNICIPAL MANAGER
GL METTLER**

**FROM : CHIEF LEGAL ADVISOR
MERVIN WILLIAMS**

DATE : 10 FEBRUARY 2026

RE : DEVIATION:

1. PURPOSE

To obtain approval in terms of Supply Chain Management Policy, to deviate from the official procurement process in terms of section 36 of the approved SCM Policy

REASON FOR DEVIATION: (Mark with x where applicable) (ONLY 1 CATEGORY, MOST APPLICABLE)		
1.	Emergency. "Emergency dispensation" means emergency as referred to in paragraph 36(1)(a)(i) of this policy under which one or more of the following is in existence that warrants an emergency dispensation;	
	a The possibility of human injury or death;	
	b The prevalence of human suffering or deprivation of rights;	
	c The possibility of damage to property, or suffering and death of livestock and animals;	
	d The interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole;	
	e The possibility of serious damage occurring to the natural environment;	
	f The possibility that failure to take necessary action may result in the municipality not being able to render an essential community service;	
	g The possibility that the security of the state could be compromised; or	
	h The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal procurement process. Emergency dispensation shall not be granted in respect of circumstances other than those contemplated above.	
2.	Goods or services are produced or available from a single provider	
3.	Acquisition of special works of art or historical objects where specifications are difficult to compile.	
4.	Acquisition of animals for zoos and /or nature and game reserves	
5.	Exceptional case and it is impractical or impossible to follow the official procurement processes	X

NB! All deviations i.r.o the amount will be tabled at the BAC

2025/2026

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2. SUBSTANTIATE WHY SCM PROCESS COULD NOT BE FOLLOWED (TO BE REPORTED TO COUNCIL)

- 2.1. Legal Tender B/SM 111/25 was implemented on the 30th of October 2025. However, Enderstein Malumbete is not listed under the labour law category of the approved service providers in terms of the said tender.
- 2.2. Notwithstanding the above, Enderstein Malumbete was duly appointed on 6 October 2025 by way of deviation in terms of section 36 of the Supply Chain Management Policy, as the tender process had not yet been finalized at the time and the services were urgently required. The appointment was necessary to investigate allegations against Mr. Alexander Kannemeyer ("Kannemeyer").
- 2.3. Enderstein Malumbete possesses the relevant background and institutional knowledge to attend to this matter. The investigation concluded that there are sufficient grounds to proceed with formal disciplinary proceedings against Kannemeyer.
- 2.4. In light of their direct involvement in the investigation, their comprehensive understanding of the facts, the findings made, and considerations of efficiency and cost-effectiveness, it would be impractical to appoint an alternative law firm at this stage to attend to the charges against Kannemeyer. Accordingly, Enderstein Malumbete is best suited to act as initiators in the contemplated disciplinary proceedings against Kannemeyer. If a different attorney is appointed it will lead to additional reading, preparation and likely higher cost overall.

3 BACKGROUND

- 3.1. In around August/September 2025, a video of Mr Alexander Kannemeyer: Senior Manager Human Resources at Stellenbosch Municipality ("the Municipality"), surfaced on social media platforms which alleges that he made racist comments against white employees of the Municipality. The Microsoft Teams meeting at which he made the alleged racist comments allegedly occurred in March 2023. Allegations and findings in the SALGA report was also referred to Enderstein Malumbete to investigate.

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- 3.2. Enderstein Malumbete was appointed to investigate these alleged racist comments circulating on social media platforms and media pages and the allegations and findings of the SALGA report.
- 3.3. The investigation concluded that there are sufficient grounds to proceed with formal disciplinary proceedings.

4 DISCUSSION

- 4.1. This deviation requests the appointment of a legal service provider (law firm) to assist with the disciplinary proceedings against Kannemeyer.
- 4.2. In this regard it must be emphasized that the request for the appointment of a legal services provider is due to the fact that Enderstein Malumbete is not on the labour law category of the current legal tender and dealt with the investigation of the allegations made against Kannemeyer and possesses the relevant background and institutional knowledge to attend to the matter. Enderstein Malumbete also made findings that Kannemeyer should be disciplined.
- 4.3. A disciplinary date for the hearing is set for 23 February 2026 to commence with the disciplinary hearing of Kannemeyer.
- 4.4. Enderstein Malumbete need to act as initiator on behalf of the Municipality to attend to this matter as they attended to the investigation and finalized the report with recommendations to institute disciplinary proceedings.

5 FINANCIAL IMPLICATIONS

Enderstein Malumbete Attorneys indicated that they would attend to the matter for an amount of R100 933.20 inclusive of VAT. The amount indicated here is market related.

6 RECOMMENDATION

It is recommended that:

1. Enderstein Malumbete Attorneys be appointed as initiators in the disciplinary hearing of the Senior Manager: Human Resources, Mr Alexander Kannemeyer.
2. Should the cost quoted by Enderstein Malumbete Attorneys be exceeded, the Municipality will pay the increased amount invoiced for;

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3. The deviation be reported to Council in terms of the Supply Chain Regulations and Council Policy.


MC WILLIAMS
Chief Legal Advisor

Date: 10/2/2026

7. SUPPLY CHAIN MANAGEMENT COMMENTS:

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.....

8. APPROVAL:

REQUEST SUPPORTED / NOT SUPPORTED BY THE STELLENBOSCH MUNICIPAL BID ADJUDICATION COMMITTEE		
Name	Signature	Date

Comments:

CHAIRPERSON..... DATE

RECOMMENDATION FROM BID ADJUDICATION COMMITTEE APPROVED BY THE ACCOUNTING OFFICER

DEVIATION: DISCIPLINARY AGAINST MR ALEXANDER KANNEMEYER: SENIOR MANAGER HUMAN RESOURCES

Comments:

.....

.....

ACCOUNTING OFFICER.....



DATE 10/2/26



Enderstein Malumbete Inc

attorneys • notaries • conveyancers

Our Ref: N Smith/ec
Your Ref: M Williams
Date: 10 February 2026

STELLENBOSCH MUNICIPALITY

Email: Mervin.williams@stellenbosch.gov.za

Dear Sir

REQUEST FOR QUOTATION: DISCIPLINARY HEARING (INNITIATOR) – A KANNEMEYER

NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE		PRICE	
			R	c	R	c
1	Taking instructions, etc.	2 hrs	1 462	80	2 925	60
2	Preparation for hearing and witness consultations, and written submissions	2.5 days	14 628	00	36 570	00
3	Attendance at Disciplinary Hearing and any preliminary hearings / arguments (provision is made for three days, but final invoice will be adjusted to reflect actual days of hearing)	3 day	14 628	00	43 884	00
4	Ad-Hoc attendances/travelling/etc	3 hrs	1 462	80	4 388	40
4	Disbursements: See attached					
Sub-Total					87 768	00
VAT on fees at 15%					13 165	20
TOTAL QUOTATION					100 933	20

CAPE TOWN:

Edward 1, 116-118 Edward Street, Oakdale, 7530. | Postnet Suite No, 109, Private Bag x22, Tygervalley, 7536 | Docex 8, Tygervalley
Tel: 021 914 0770 | Fax: 011 615 8655 | Email: admin@endersteins.co.za

JOHANNESBURG:

2nd Floor, Office Suite S1, 11 Naivasha Road, Sunninghill, Sandton, 2157 | Docex 2, Rivonia
Tel: 011 615 8591 | Fax: 011 615 8655 | Email: admin@endersteins.co.za

www.endersteins.co.za

Reg. No.: 2013/194634/21 | VAT No.: 475 026 5078

Directors: AZ van der Merwe BA LLB | SD Smith BComm LLB | SW Pienaar LLB | N Malumbete LLB

Associates: L Enderstein LLB | C Smith LLB | KW Wood BComm LLB

Assisted by: S Koen BA LLB | CHN Wium LLB | MJ Teubes LLB LLM | M Booysen LLB

Consultants: A Keet BComm LLB M.Phil | C Laskey BA LLB
Financial Manager: P Groen BComm FAD/ACI AGA/SAI



Enderstein Malumbete Inc

attorneys • notaries • conveyancers

<u>NO</u>	<u>DISBURSEMENTS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>
1	Photocopies	Per Page	R5,00
2	Travelling	Per Kilometre	R6,00
3	Telephone calls	Per 5 Minutes	R5,50
4	Printing	Per Page	R5,00

DISBURSEMENT COSTS

BANK ACCOUNT DETAILS

NEDBANK LIMITED

ACCOUNT NO: 125 482 6041

VAT NUMBER

475 026 5078

REGISTRATION NUMBER

2013/194634/21

POSTAL ADDRESS

EDWARD I, 116-118 Edward Street
BELLVILLE

TELEPHONE NUMBER

(021) 914 0770

CONTACT PERSON

STEPHANUS DANIEL SMITH

VALIDITY PERIOD

60 DAYS

CAPE TOWN:

Edward I, 116-118 Edward Street, Oakdale, 7530. | Postnet Suite No, 109, Private Bag x22, Tygervalley, 7536 | Docex 8, Tygervalley
Tel: 021 914 0770 | Fax: 011 615 8655 | Email: admin@endersteins.co.za

JOHANNESBURG:

2nd Floor, Office Suite S1, 11 Naivasha Road, Sunninghill, Sandton, 2157 | Docex 2, Rivonia
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Consultants: A Keet BComm LLB M.Phil | C Laskey BA LLB
Financial Manager: R Gosen BComm F&P/ACI AGA/SAI

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: STEPHANUS DANIEL SMITH

3.2 Identity Number: 7711225183081

3.3 Position occupied in the Company (director, trustee, shareholder): DIRECTOR

3.4 Company Registration Number: 2013/194634/21

3.5 Tax Reference Number: 928 332 1181

3.6 VAT Registration Number: 475 026 5078

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars.

N/A

MSCM Regulation: "in the service of the state" means to be-

(a) a member of –

- (i) any municipal The Municipality;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national The Municipality of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of nay municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institutional within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) A member of the accounting authority of any national or provincial entity ; or

(f) An employee of Parliament or a provincial legislature.

"Shareholder" means a person who owns shares in the company and its actively involved in the management of the company or business and exercised control over the company.

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3.9 Have you been in the service of the state for the past twelve months? ...YES / ☒ NO

3.9.1 If yes, furnish particulars.....

N/A

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / ☒ NO

3.10.1 If yes, furnish particulars.

N/A

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES ☒ NO

3.11.1 If yes, furnish particulars

N/A

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO

3.12.1 If yes, furnish particulars.

N/A

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / ☒ NO

3.13.1 If yes, furnish particulars.

N/A

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. ☒ YES ☐ NO

3.14.1 If yes, furnish particulars:

UASMAET TRUST CC, WE TRADE PROPERTY (PTY) LTD,
MALUMBETE VAN NIEKERK INC, WE FINANCE (PTY) LTD,
NATIONAL OBT SOLUTIONS (PTY) LTD.

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4. Full details of directors / ~~trustees~~ / members / shareholders.

Full Name	Identity Number	State Employee Number
ANDRE ZACHARIAS VAN DER MERWE	6009225064083	N/A
STEPHANUS DANIEL SMITH	7711225183081	N/A
SEAN WILLIAM PIENAAR	81044015120084	N/A
NORWANDA MALUMRETE- MALILEKE	9108190787080	N/A


Signature

25/02/2026
Date

DIRECTOR
Capacity

ENDERSTEIN MALUMRETE INC.
Name of Bidder

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☒
4.1.1	If so, furnish particulars: N/A		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☒
4.2.1	If so, furnish particulars: N/A		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
4.3.1	If so, furnish particulars: N/A		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? (attached copy of payment arrangements of arrears account)	Yes ☐	No ☒

4.4.1	If so, furnish particulars: N/A		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
4.7.1	If so, furnish particulars: N/A		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) STEPHANUS DANIEL SMITH
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND
 CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

25/02/2006
 Date

DIRECTOR
 Position

ENDERSTEIN MALUMBEITE INC.
 Name of Bidder

h



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

SUPPLY CHAIN MANAGEMENT UNIT

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

Written quotation and Description)

in response to the invitation for the bid/**written quotation**/formal quotation made by:

STELLENBOSCH MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ENDERSTEN MALUMBE INC. that:
(Name of Contractor)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The contractor has arrived at the accompanying proposal independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium^a will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) Prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a proposal;
 - e) the submission of a proposal which does not meet the specifications and conditions of the proposal; or
 - f) propose with the intention not to win the bid/formal quotation/written quotation.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation relates.
9. The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, disclosed by the contractor, directly or indirectly, to any competitor, prior the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

Date

DIRECTOR

ENDERSTON MAWUNGETE INC.

Position

Name of Contractor



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre

12 Hertzog Boulevard 8001
PO Box 655 Cape Town 8000
VAT registration number
4500193497



ENDERSTEIN VAN DER MERWE INC
POSTNET SUITE 109
PRIVATE BAG X22
TYGERVALLEY
7536

Tax invoice number	108013505740
Customer VAT registration number	
Account number	222712001
Distribution code	
Business partner number	1002414345

Computer generated copy tax invoice

Tel: 086 010 3089
Tel: International calls +27 21 401 4701
E-mail : accounts@capetown.gov.za
Correspondence: Director : Revenue, P O Box 655,
Cape Town 8000
Web address: www.capetown.gov.za

Account summary as at 29/12/2025

Due date 23/01/2026

Previous account balance		2530.00
Less payments (27/11/2025)	Thank you	2530.00-
(a)		0.00
Latest account - see overleaf		2970.00
Current amount due (b)	Payable by 23/01/2026	2970.00
	Total (a) + (b)	2970.00
Total (a) + (b) above	2970.00	
Total liability	2970.00	



Please note:

1. Payment options

(a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za or scan the QR code.
(c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
(d) Direct deposit at Nedbank: Please present your account number 222712001 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.

2. Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.

3. Interest will be charged on all amounts still outstanding after the due date.

4. You may not withhold payment, even if you have submitted a query to the City concerning this account.

5. Failure to pay could result in:

(a) The City recovering debt overdue on the purchasing of pre-paid electricity, (b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed. A disconnection fee will be charged and your deposit amount might be increased.

6. Pay and renew your motor vehicle licence online: <https://eservices.capetown.gov.za/irj/portal>

Pay points: City of Cape Town cash offices or the vendors below:



ENDERSTEIN VAN DER MERWE INC



>>>>> 915552227120014



Account number	222712001
Total due if not paid in cash	2970.00
Amount due if paid in cash	2970.00
Rounded down amount carried forward to next invoice	0.00

Account details as at 29/12/2025

Account number

222712001



SUNDRIES

RATES CLEARANCE:

Service rendered date: 26/11/2025

(T04536/SKB)DE AAN-ZICHT - 129/2023 - 1311 000060835934

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 26/11/2025

(T04529/LE)00002602 - KUILS RIVER (STELLENBOSCH) 000060836040

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 26/11/2025

(T04545/CS)SAN NORINA GARDENS - 266/2001 - 201 000060836130

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 26/11/2025

(T04545/CS)SAN NORINA GARDENS - 266/2001 - 402 000060836131

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 01/12/2025

(T04488/SKB)00043856 - MITCHELLS PLAIN 000060836995

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 01/12/2025

(T04487/LE)00012362 - DELFT 000060837022

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 02/12/2025

(T04548/CS)00042966 - CAPE TOWN 000060836766

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 02/12/2025

(T04507/CS)00028698 - MITCHELLS PLAIN 000060837145

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 03/12/2025

(S11540 / NAS / WTP)00029357 - BLUE DOWNS (STELLENBOSCH) 000060837161

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Service rendered date: 04/12/2025

(T04561/SKB)00003066 - KUILS RIVER (CAPE) 000060837850

& Rates Clearance_Electronic Admin Fee 95.65

RATES CLEARANCE:

Account details as at 29/12/2025

Account number

222712001

Service rendered date: 04/12/2025

(T04561/SKB)00003066 - KUILS RIVER (CAPE) 000060837866

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 07/12/2025

(T04555/CS)00024161 - PAROW 000060838216

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 09/12/2025

(T04556/LE)THE SQUARE ON TENTH - 426/2009 - 271 000060838599

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 09/12/2025

(T04541/SKB)00061537 - KHAYELITSHA 000060838568

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 09/12/2025

(T04431/CS)00009295 - MFULENI (STELLENBOSCH) 000060838678

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 09/12/2025

(T04533/LE)NERI NUR MANSIONS - 599/2006 - 9 000060838687

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 10/12/2025

(T04553/SKB)00005191 - GOODWOOD 000060838776

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 10/12/2025

(T04566/SKB)00018006 - DELFT 000060838915

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 11/12/2025

(T04510/LE/LEILANI)00000075 - EDWARD 000060839098

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 15/12/2025

(C00152/SKB)00000398 - BUHREIN 000060824589

& Rates Clearance_Electronic Extension Fee

95.65

RATES CLEARANCE:

Service rendered date: 17/12/2025

(T04551/LE)00022751 - BRACKENFELL (STELLENBOSCH) 000060839864

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 18/12/2025

Account details as at 29/12/2025

Account number

222712001

(T04558/SKB)00112326 - CAPE TOWN 000060839929

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 18/12/2025

(T04557/SKB)00003447 - BLUE DOWNS (STELLENBOSCH) 000060840092

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 22/12/2025

(S11737 / NAS / WTP)MOUNTAIN VIEW HEIGHTS - 51/2015 - 54 000060840350

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 23/12/2025

(T04574/SKB)00002704 - PHILIPPI 000060840394

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 23/12/2025

(T04553/SKB)00005191 - GOODWOOD 000060840400

& Rates Clearance_Electronic Admin Fee

95.65

RATES CLEARANCE:

Service rendered date: 23/12/2025

(T04248/LE)00028611 - DELFT 000060840431

& Rates Clearance_Electronic Admin Fee

95.65

2582.55**Add 15% VAT on amounts marked with & above****387.45****Current account: Total due****2970.00**



Civic Centre
12 Hertzog Boulevard 8001
PO Box 655
Cape Town 8000
VAT registration number
4500193497

Tel: 086 010 3089
Fax: 086 010 3090
Tel: Overseas clients: +27 21 401 4701
E-mail : accounts@capetown.gov.za
Correspondence: Director - Revenue
P O Box 655
Cape Town 8000
Web address: www.capetown.gov.za

MR SD SMITH
33 4TH AVENUE
BELLVILLE
7530

ACCOUNT STATEMENT

Business Partner:	1001372836	STEPHANUS SMITH
Account:	235781853	SD SMITH / 33 4TH AVENUE / BOSTON
Period:	26.01.2026 to 10.02.2026	

Account Statement					
Posting Date	Net Due Date	Item Description	Debit Amount	Credit Amount	Balance
01.01.2026		Opening Balance			10.901,45
27.01.2026	27.01.2026	Payment Lot		5.000,00	5.901,45
30.01.2026	29.01.2026	Payment Lot		426,00	5.475,45
31.01.2026		Month-end Balance			5.475,45
01.02.2026	26.02.2026	Elec HU service & wires charge	781,74		6.257,19
01.02.2026		Closing Balance			6.257,19

AGREEMENT OF RESIDENTIAL LEASE



The Landlord lets to the Tenant, and the Tenant hires from the Landlord, the Premises subject to the terms and conditions as set out in:
a. the Schedule; c. the Annexures; and
b. the General Conditions of Lease; d. the Estate Rules,
annexed hereto and together hereinafter referred to as "this Lease" or "this Agreement".

THE TENANT

Signature
Name Nkxwanda Malumbete-Maluleke
Capacity Tenant
Date 4 May 2022
Place Midrand
Witness

THE LANDLORD

Signature
Name Jessica Hofmeyr
Capacity Representative
Date
Place Midrand
Witness

THE TENANT

Signature
Name Nkxwanda Malumbete-Maluleke
Capacity Tenant
Date 4 May 2022
Place Midrand
Witness

SCHEDULE OF PARTICULARS

1. Landlord
 - 1.1) Full names: Midrand Rental Company (Pty) Ltd
 - 1.2) Registration Number: 2013/205992/07
 - 1.3) Telephone Number: (011) 300 8700
 - 1.4) Telefax Number: 086 617 1673
 - 1.5) Domicilium Address: 5 Lynx Road, Midrand, Johannesburg
 - 1.6) E-mail: nazeema@houss.co.za
 - 1.7) Postal Address: PO Box 70406, Bryanston, 2021
 - 1.8) Contact Person: Nazeema Mather
2. Tenant
 - 2.1) Full names (Natural Person/Company/Close Corporation/Trust): Nkxwanda Malumbete-Maluleke
 - 2.2) ID Number / Registration: 9108190757080
 - 2.3) Telephone Numbers: Work Number: Cellular Number: 078 9261618
Home Number: 2.4) Telefax Number:
 - 2.5) E-mail: nkxwanda.malumbete@gmail.com
 - 2.6) Domicilium Address: 83 Tessauna Villas, Verdi 2.7) Postal Address: SAME AS DOMICILIUM
Boulevard, Sonstraal Heights, Durbanville, Cape Town
 - 2.8) Marital Status: (Check applicable box)

☐ Single / Divorced / Widowed

☐ Married in accordance with the Laws of

☐ Other

☒ Married ANC

☐ Married in Community of Property

3. Spouse of
Tenant or
2nd Tenant

3.1) Full names (Natural Person/Company/Close Corporation/Trust):

3.2) ID Number / Registration: 8212245517084

3.3) Telephone Numbers: Work Number: 0123526552
Home Number:

Cellular Number: 06 952314 44
3.4) Telefax Number:

3.5) E-mail: mdundunisi@gmail.com

3.6) Domicilium Address: 61 Tempo, Weyner St.
Sage wood, Midrand, 1657
3.7) Postal Address:

3.8) Marital Status:
(Check applicable box)

☐ Single / Divorced / Widowed

☒ Married ANC

☐ Married in Community of Property

☐ Married in accordance with the Laws of

☐ Other

4. Premises

The Premises consists of Unit 12 Crowthorne Luxury Apartments, Whisken Avenue, Carlswald, as it moreover appears from the layout plan annexed hereto as Annexure "A" ("the Premises").

5. Estate

The estate of which the Premises forms a part, will hereinafter be referred to as "the Estate" (any reference to the Estate shall include all buildings thereon).

6. Monthly
Rental

6.1) The Monthly Rental shall be the aggregate of ("the Monthly Rental"):

6.1.1) Premises R
6.1.2) Parking R
6.1.3) Gate Access Charge R
6.1.4) Levy R

Total of the Monthly Rental R

6.2) All payments received by the Tenant shall be applied to in the order as it moreover appears from clause 6.1 above.

7. Lease
Period

7.1) The Lease will be for a period of () months, commencing on ("the Commencement Date") and terminating on ("the Termination Date"), both days inclusive. The period from the Commencement Date to the Termination Date or the date on which this Agreement is cancelled as contemplated herein, shall be referred to as "the Lease Period".

7.2) If the Tenant vacates the Premises before the Termination Date arrives, the Landlord will retain all the Landlord's rights and remedies which may be executed against the Tenant as a result of the fact that the Tenant breached this Lease by vacating the Premises before the Termination Date.

8. Payment
Method

8.1) The Tenant must pay to the Landlord the Monthly Rental and all other amounts which are payable by the Tenant to the Landlord under this Lease, monthly in advance (without any deduction or set-off whatsoever) in cleared funds on or before the 1st (first) day of each and every month during the Lease Period. The Tenant must pay all amounts which is payable to the Landlord under this Lease into the Landlord's bank account of which the details are set out in clause 9 of this Schedule.

8.2) The Monthly Rental including any other payments in terms of this Agreement shall be paid by the Tenant only by way of debit order into the Landlord's bank account. The Tenant shall in addition thereto pay to the Landlord any and all bank charges which may be payable in respect of any payments received by the Landlord in terms of this Lease.

8.3) It is moreover agreed by the parties that, and notwithstanding any other contrary term contained in this Agreement, the Landlord is irrevocably authorised by the Tenant to load any arrear Monthly Rental, including all other amounts which are payable by the Tenant to the Landlord in terms of this Agreement onto the Tenant's electronic wallet, alternatively utility account in order to allow the Landlord the immediate recovery and/or payment thereof. Is set out in clause 13 of the Schedule, the Tenant shall be liable for and pay on demand any and all charges arising out of the use and consumption of electricity water, sewerage, refuse and any other utilities supplied to the Premises and the Common Areas

8.3.1) the Tenant hereby acknowledges and agrees that, unless otherwise expressly agreed by the Landlord in writing, all Utilities shall be supplied to the Tenant on a prepaid basis;

8.3.2) the Tenant hereby consents to the Landlord aggregating and accumulating any and all payments made by the Tenant under this Lease to a unified virtual or notional repository of stored value associated with the Tenant ("Wallet"), to be applied to the Tenant's account in accordance with the provisions herein contained; and

- 8.3.3) the Landlord shall have the right to allocate and apportion any value reflected in the Tenant's Wallet at any time towards settling the Tenant's indebtedness in respect of outstanding fees and charges for Utilities at the Landlord's sole discretion and in an order of precedence of the Landlord's sole determination.
- 8.4) Without limiting the generality of clause 8.3 above:
- 8.4.1) the Landlord shall be entitled to top up individual prepaid Utility accounts of the Tenant on a periodic, incremental basis throughout the month, up to a predetermined maximum amount per transaction;
- 8.4.2) in the event that the value reflected in the Tenant's Wallet at any time is insufficient to satisfy the fees and charges owing or the Tenant is otherwise in arrears:
- 8.4.2.1) the Landlord shall not be obliged to top up any Utility account of the Tenant and shall be entitled to suspend the dispensing of prepaid tokens to the Tenant in respect of such Utility; and/or
- 8.4.2.2) the Landlord shall be entitled, at its sole and absolute discretion, to cause the provision of Utilities to be suspended, terminated, throttled and/or to otherwise limit the supply thereof to the Tenant, until the balance of the Tenant's Wallet increases or the arrears are settled; and
- 8.4.3) if, at any time, the Landlord tops up the Tenant's Utility account (prepaid or post-paid) at its own expense, whether at the Landlord's own instance or at the behest of any third party, the Tenant hereby acknowledges and agrees that it shall be indebted to the Landlord in such amount, which shall immediately become due and payable, and shall be recoverable by the Landlord against the Tenant.
- 9. Landlord's Bank Account Details**
- 9.1) Account Holder: Midrand Rental Company (Pty) Ltd
Branch: Business Northern Gauteng
Account Number: 1159293767
Bank: Nedbank
Branch Code: 146905
Reference: CE(Unit #)(Initials)
- The Tenant must ensure that the reference number is reflected on each payment and proof of payment transmitted to the Landlord or its duly appointed agent - nazeema@houss.co.za or shamima@houss.co.za.
- 10. Number of Persons Allowed**
- Number of persons allowed to occupy the premises
- Only 2 people per bedroom are allowed to reside on a permanent basis in the Premises, however subject to a maximum of 2 adults and 3 children per unit. Any increase in the number of persons allowed to occupy the Premises shall however be subject to the prior written consent being obtained of the Landlord, who shall be allowed to unreasonably withhold its consent.
- 11. Deposit**
- 11.1) The Tenant must before he, she or anyone occupies the Premises pay a deposit to the Landlord. The amount of the deposit is the Monthly Rental.
- 11.2) The initial deposit which the Tenant must pay to the Landlord is subsequently R ("the Deposit").
- 11.3) The Tenant hereby authorises the Landlord to deduct the administration charges, prepaid utility subsidy and/or metering fees, maintenance fees, legal fees (if any) and all other charges which may find application as set out in this Agreement from the deposit.
- 12. Interest**
- Interest on the Deposit and the Monthly Deposit Administration Fee
- 12.1) The Deposit will be invested with a bank ("the Bank") together with the deposits received by the Landlord from certain other tenants.
- 12.2) The Deposit will, as between the Tenant and the Landlord, be deemed to bear interest as if the Deposit was invested in a Call Account from time to time ("the Deemed Interest"). The rate at which a Call Account bears interest fluctuates from time to time. The interest rate of the Deemed Interest will therefore also fluctuate from time to time.
- 12.3) Except as is set out in this Agreement, the Tenant shall be entitled to the Deemed Interest when this Lease comes to an end.
- 12.4) Interest earned on the Deposit in the Bank ("the Bank Interest") shall at the end of each month during the Lease Period be dealt with in the following manner:
- 12.4.1) Firstly, 35% (thirty five percent) of the Bank Interest will be paid to the Landlord as a Monthly Deposit Administration Fee (inclusive of VAT). The purpose of the Monthly Deposit Administration Fee is to compensate the Landlord for managing the Deposit; and
- 12.4.2) Secondly, the balance of the Bank Interest consisting of 65% sixty five percent) will constitute the Deemed Interest.
- 12.5) By signing this Lease, the Tenant irrevocably and unconditionally authorises and instructs the Landlord to deal with the Deposit, the Bank Interest and the Deemed Interest in the way set out in this clause 12 of this Schedule and in the other clauses of this Lease.
- 13. Electricity, Water and Other Charges**
- The Tenant shall pay the electricity, water, sewerage, refuse and other charges directly to the relevant municipality or other service provider unless the Landlord notifies the Tenant that the Tenant shall pay the electricity, gas and other charges to the Landlord. If the Landlord has so notified the Tenant, the Tenant shall pay the electricity, water, sewerage, refuse and other charges to the Landlord.
- 14. The Landlord's Agent**
- The Landlord shall be entitled to appoint an agent for all purposes of this Lease. The said agent will subsequently have full authority to act on behalf of the Landlord for all purposes of this Lease and may exercise the same rights, entitlements and remedies on behalf

of the Landlord. Anything which the agent does in respect of this Lease shall be considered to have been done by the Landlord.

15. Administration Charges

- 15.1) When the Tenant signs this Lease, the Tenant shall pay a once-off letting administration fee of R1000,00 (One Thousand Rand) (including VAT) to the Landlord or its duly appointed agent.
- 15.2) This Lease is concluded for a fixed period as contemplated in clause 7 of the Schedule. However, should the Tenant elect to cancel this Lease and the Tenant gives the Landlord less than 2 (two) calendar month's written notice that it cancels this Lease during or after the Lease Period, the Tenant will pay, when he/she/it so cancels this Lease, to the Landlord a once-off short notice fee of R5 000,00 (Five Thousand Rand) (including VAT). The payment of the once-off short notice fee shall not affect any other rights which the Landlord may have against the Tenant as a result of the said cancellation and with specific reference to its claim for amongst others the loss of rental in respect of the remainder of the Lease Period.
- 15.3) The Tenant will not have to pay the fee set out in clause 15.2 of this Schedule if the Tenant cancelled this Lease as a result of the Landlord being in breach of this Lease and the Landlord failed to remedy the breach even though the Tenant had given a written notice to the Landlord to remedy the breach in accordance and compliance with the General Conditions.
- 15.4) If:
- 15.4.1) the Tenant fails to pay to the Landlord any amount on the due date which the Tenant must pay to the Landlord in terms of this Lease; and
- 15.4.2) the Landlord or any of its agents incurs any of the disbursements (expenses), in order to collect the said payment from the Tenant,
- the Tenant shall pay to the Landlord in respect of each such step, action or disbursements (expenses) the applicable tariffs prescribed by the Debt Collectors Act, 114 of 1998, plus VAT thereon.

16. Estate Rules and Regulations

Residents Association Rules / Estate Rules / Landlord Rules / Body Corporate and/or Management Rules

The:

- 16.1) memorandum of incorporation and rules of the residents association;
- 16.2) Estate Rules of Crowthorne Luxury Apartments;
- 16.3) Landlord Rules;
- 16.4) Body Corporate / management rules (if any),

in respect of the Estate for the general benefit or convenience of the occupants of the Estate are herein collectively referred to as "the Estate Rules". It does not matter whether the Estate Rules were made or changed before the start of the Lease Period or during the Lease Period. The Estate Rules may include, amongst other things, rules regarding the control, management, administration, use and enjoyment of the Premises or the Estate and the Tenant undertakes to strictly comply therewith. The Estate Rules will be provided to the Tenant on request.

17. VAT

The Tenant shall pay to the Landlord VAT on all amounts which carry a VAT charge in terms of the Value Added Tax Act of 2002.

18. Annexures The following annexures form part of this Agreement:

- 18.1) General Conditions of Lease; and
- 18.2) Estate Rules – Available on www.houss.co.za.

GENERAL CONDITIONS OF LEASE

The Rental Housing Act, No 50 of 1999 ("the RHA") applies to this Lease. The Premises are let subject to the terms and conditions of this Lease, the provisions of the RHA, and, to the extent applicable, the provisions of the Consumer Protection Act, 68 of 2008 ("the CPA"). In this Lease a reference to any one gender includes a reference to the other gender, a reference to the singular includes a reference to the plural and vice versa, and a reference to a natural person includes a reference to juristic persons (corporate or un-incorporated) and the State and vice versa.

1 RENTAL

- 1.1 The Monthly Rental and any other charges payable by the Tenant in terms of this Lease must be paid only by way of debit order into and into and cleared in the Landlord's Bank Account on or before the 1st (first) day of every month in advance. The Tenant is not allowed to pay a lower amount of rent than the Monthly Rental for any reason whatsoever. The Tenant acknowledges that unless he/she/it advises the Landlord of the payment by debit order as set out herein, it will not be possible for the Landlord to identify the payment and credit the Tenant's account, and the Tenant will subsequently be liable for any fees raised as a result of the payment being overdue. Furthermore, the Tenant will only be entitled to a receipt in respect of the payment, if he/she/it has adequately notified the Landlord of the debit order, which in any event is to be transmitted timeously by facsimile or e-mail.
- 1.2 If the Commencement Date of this Lease is not the first day of a calendar month, the Monthly Rental for the first month will be a proportion of the Monthly Rental which the period from the Commencement Date until the last day of the month bears to the entire month, in other words the pro-rata Monthly Rental.
- 1.3 All payments made by the Tenant to the Landlord will first be allocated to the Landlord's fees (if applicable), then to the Monthly Rental (subject to clause 6.2 of the Schedule) and other charges, and lastly to municipal charges (if applicable).
- 1.4 The provisions contained in clauses 1.1 to 1.3 above shall remain subject to the provisions contained in clause 8.3 of the Schedule.

2 INSPECTION OF PREMISES

- 2.1 The Tenant and the Landlord shall before the Tenant moves into the Premises, jointly inspect the Premises to determine whether the Premises have any defects or damage. The purpose of the joint inspection is to determine the Landlord's responsibility for repairing any defects or damage in the Premises at the commencement of this Lease and to record the defects or damage in the Premises. If the said inspection is not timeously held due to whatever reason, the Tenant shall be liable to pay an additional 1 (one) month's rental to the Landlord, which shall not affect any other rights which the Landlord may have against the Tenant contained in this Agreement.
- 2.2 At the end of this Lease, the Landlord and the Tenant shall arrange a joint inspection of the Premises at a mutually convenient time. The joint inspection shall notwithstanding the aforesaid, take place within 3 (three) days before the end of this Lease. The Tenant shall ensure that the Premises are vacant at the time of the inspection. The purpose of the joint inspection is to determine if any damage was caused to the Premises during the period the Tenant occupied the Premises.
- 2.3 If any of the inspections as it moreover appears from clauses 2.1 and 2.2 above, is not timeously held due to whatever reason (including the Tenant's failure to attend the inspection as set out in clause 2.2), the Tenant shall be liable to pay an additional 1 (one) month's rental to the Landlord, which shall not affect any other rights (including its right to attend to the inspection within 7 days after the Tenant has vacated the Premises) which the Landlord may have against the Tenant as set out in this Agreement.

3 DEPOSIT

- 3.1 The Tenant shall, before he, she or anyone else occupies the Premises, pay the Deposit to the Landlord. The amount of the Deposit is set out in clause 11 of the Schedule. The Deposit will be invested by the Landlord in an interest bearing account with a bank of the Landlord's choice. Interest on the Deposit will be dealt with in the way set out in clause 12 of the Schedule.
- 3.2 The Landlord may at any time use the whole or any portion of the Deposit as payment of any liability for which the Tenant is responsible. If the whole or any portion of the Deposit is so used, the Landlord will notify the Tenant in writing and the Tenant shall immediately deposit sufficient funds into the Landlord's Bank Account to replenish the Deposit. Any part of the Deposit not so used by the Landlord as payment of the Tenant's liability(ies) shall be kept by the Landlord until the end of this Lease. The Tenant may not use the Deposit to cover the last month's rent.
- 3.3 When the Tenant vacates the Premises, the Tenant shall supply the Landlord with the final account from the municipality in respect of the Premises for refuse, sewerage, water, electricity and gas, and provide proof to the Landlord that the account has been paid, before the Deposit will be refunded to the Tenant. As the municipal bill is monthly in arrears, the municipality's final account does not extend to the date on which the Tenant vacates the Premises. The Tenant will have to pay to the Landlord an estimated amount as the final account to cover the balance of the municipal bill. The Tenant must provide the Landlord with proof that all the municipal and other costs in respect of the Premises have been paid up to date, before the Tenant may request that the Deposit be refunded.
- 3.4 If the Landlord has concluded a contract for a telephone in the Premises, the Tenant will not do anything which might lead to the suspension or termination of such service. The Landlord may at the end of this Lease deduct any outstanding telephone or similar account in respect of the Premises from the Deposit.
- 3.5 At the end of this Lease the Landlord may use the Deposit and the Deemed Interest thereon to settle all amounts which are then payable by the Tenant to the Landlord (including, for example, the reasonable cost of repairing damage to the Premises which was caused during the Lease Period including the cost of replacing lost keys, remotes and/or security discs). The balance of the Deposit and the Deemed Interest thereon, if any, shall thereafter be refunded to the Tenant by the Landlord.
- 3.6 The purpose of the inspection as set out in clause 2.2 of this General Conditions of Lease is to determine whether any damages were caused to the Premises during the Lease Period. The Landlord may deduct any payments in order to repair any damages which were caused to the Premises during the Lease Period from the Deposit and the Deemed Interest thereon, and refund to the Tenant the remaining balance of the Deposit and of the Deemed Interest within 21 (twenty one) days after the date on which the Tenant vacated the Premises, subject however to the terms and conditions contained in this Lease.
- 3.7 If, after the inspection of the Premises when this Lease comes to an end as set out in clause 2.2 read in conjunction with 3.6 of this General Conditions of Lease, it is found that no damages were caused to the Premises during the Lease Period, the Landlord shall refund the Deposit and the Deemed Interest thereon to the Tenant within 7 (seven) days after the date on which the joint inspection was held, subject to the terms and conditions contained in this Lease.
- 3.8 Notwithstanding any other contrary term herein contained, it is agreed by the parties that the Landlord shall, at the end of this Lease and the inspection as contemplated herein, be entitled to levy an inspection and plumbing charge which may be recovered from the Deposit, the balance of which will be refunded to the Tenant subject to the provisions contained in clause 3.7 above.

4 USE

- 4.1 The Tenant will use the Premises only to reside therein and not to work therefrom. The Tenant will furthermore not allow anyone else to work from the Premises. It is furthermore agreed that:
 - 4.1.1 no business or profession may be conducted from the Premises;
 - 4.1.2 no sale by auction may be held on the Premises;
 - 4.1.3 no advertisement or notice may be painted, fixed, hung or exhibited on any part of the Premises, without the Landlord's prior written consent being obtained, which consent may be unreasonably withheld.
- 4.2 The garage and/or parking area in respect of the Premises may only be used for parking vehicles.
- 4.3 No pets may be kept on the Premises except if permitted in the Estate Rules and with the prior written approval of the Landlord.
- 4.4 The use of the Premises as set out in this Agreement shall be subject to and in compliance with the Estate Rules.

5 TENANT'S RIGHTS AND OBLIGATIONS

5.1 Electricity, Water, Refuse and Sewerage

The Tenant will be responsible for the payment of all municipal and other service charges levied in respect of the Premises during the Lease Period together with VAT charged thereon. The said service charges will include (but are not limited to) charges for:

- 5.1.1 electricity;
- 5.1.2 water;
- 5.1.3 refuse removal; and
- 5.1.4 sewerage,

collected from or used at or in respect of the Premises during the Lease Period ("the Services").

- 5.2 If the Tenant does not pay any amount owing by the Tenant in respect of the Services the Landlord may pay the amount on behalf of the Tenant and recover the said amount from the Tenant together with interest thereon at the prime overdraft rate charged from time to time by ABSA Bank plus 2% (two percent). The amount and the interest calculated thereon shall be paid by the Tenant on demand.
- 5.3 If the Premises are metered separately for electricity, water and/or gas used, the meter readings will be accepted by the Tenant as proof of the amount of electricity, water and/or gas used.
- 5.4 If the Premises are not metered separately for electricity, water and/or gas used, the Tenant shall punctually pay the electricity, water and/or gas levied which is charged and allocated to the Premises by the relevant authority, association, body corporate or Landlord.
- 5.5 Neither the Landlord nor its duly appointed agent will be responsible for any disconnection, failure or interruption in the drainage system, or in the supply of electricity, water and/or gas to the Premises and neither the Landlord or its agent will be responsible for any damage or loss which results from such an interruption.

6 SUB-LETTING

- 6.1 Except for the persons listed in clause 10 of the Schedule, the Tenant may not allow anyone else to stay with the Tenant or in place of the Tenant at the Premises unless the Landlord has given written permission for the Tenant to do so. Only the people listed in clause 10 of the Schedule may reside in the Premises.
- 6.2 The Tenant is not allowed to cede all or any of the Tenant's rights under this Lease, delegate all or any of the Tenant's obligations under this Agreement nor encumber all or any of the Tenant's rights under this Lease unless, in each case, the Landlord had consented thereto in writing.

7 MAINTENANCE

- 7.1 The Tenant will keep the Premises clean and in good order, and free of all insects.
- 7.2 The Tenant will be responsible for all damages which were caused to any part of the Premises by any act or omission committed by:
 - 7.2.1 him/her/it or any other person residing in the Premises;
 - 7.2.2 his/her domestic worker; and
 - 7.2.3 any visitor to the Premises or person unknown.
- 7.3 All door handles, door locks, keys, glass (including window fasteners), electrical fittings and fixtures, baths, sinks, geysers, sanitation systems, drainage systems, refuse appliances, water taps and outlets form part of the Premises. The Tenant will, at his/her/its own expense ensure that the aforesaid are repaired or replaced, if necessary.
- 7.4 If the Tenant breaches clause 7.2 or 7.3 above, the Landlord may attend to, or get someone else to attend to, the necessary repairs and replacements, and claim the cost thereof from the Tenant.
- 7.5 The Tenant will be responsible for any redecoration of the interior of the Premises which may become necessary. The exterior and interior of the Premises may not be painted or repainted without the Landlord's prior written consent, and if such consent is granted the colour scheme will be subject to the Landlord's prior written approval.
- 7.6 The Tenant will not mark, paint or drive nails, screws or hooks into, or in any way damage the walls, floors or any part of the Premises.
- 7.7 The Tenant will not do anything which is likely to cause damage to the Premises (including the contents of the Premises and the fixtures and fittings in the Premises).
- 7.8 The Tenant will pay the cost to steam clean the carpets in the Premises when this Lease terminates. If the Tenant does not pay the said cost when it becomes due, the cost may be deducted by the Landlord from the Deposit.
- 7.9 The Tenant and all other persons who are in the Premises at any time during the Lease Period will use the Premises and all equipment in the Premises (including all toilets, baths and basins) only for the purpose for which they have been installed and are intended. The Tenant will not put any sweepings, rubbish, rags, ashes, chemicals or harmful substances into the toilets in the Premises. The Tenant will ensure that other occupants or visitors comply herewith. The Tenant will pay to the Landlord any damage to the Premises which was caused by any misuse of the Premises by the Tenant or anyone who was in the Premises at any time during the Lease Period.
- 7.10 The Tenant will, at his/her/its expense, ensure that any blocked outlets in the Premises are cleaned as soon as possible and any equipment in respect of the Premises which has been lost or damaged is replaced.
- 7.11 The Tenant will be responsible for any damage caused to any part of the Premises by any burglary or attempted burglary.
- 7.12 The Tenant will ensure that the Premises are kept clean and in good order.

8 ALTERATIONS

- 8.1 No alterations in or to the Premises or to any fixtures in the Premises may be made except with the Landlord's prior written consent.

- 8.2 If any alterations are made to the Premises or any of its fixtures during the Lease Period without the Landlord's consent, the Landlord may (in addition to its right to terminate this Lease and claim damages from the Tenant) require the Tenant to restore the Premises to its original condition when this Lease ends. If the Tenant fails to restore the Premises to its original condition, the Landlord may do so and the Tenant shall pay the costs of the said restoration to the Landlord.
- 8.3 If any alterations or additions are made to the Premises or its fixtures, with or without the Landlord's consent, the Tenant will not be compensated for those alterations before or after the termination of this Agreement.
- 8.4 No alterations to the Premises or its fixtures may be removed unless the Landlord requires the Tenant to do so.

9 NUISANCE

- 9.1 The Tenant will not do, nor allow anyone else who occupies in or visits the Premises (including the Estate), anything which:
- 9.1.1 is an annoyance or disturbance to the Landlord or any occupier/s of other premises in the Estate; or
- 9.1.2 constitutes a contravention of any applicable laws or regulations.
- 9.2 The Tenant will ensure that any children staying in the Premises or visiting the Premises do not cause any annoyance to other occupants of the Estate.
- 9.3 The Tenant will not allow any person who occupies or visits the Premises to damage any part of the Premises or any part of the Estate.
- 9.4 The Tenant will ensure that neither he/she/it nor any other person who occupies the Premises nor his or her domestic worker or any visitor/s to the Premises makes a noise or in any way obstructs, annoys or interferes with the peaceful occupation of any other occupants of the Estate.
- 9.5 The Tenant will ensure that no musical instruments of any kind are played at any time in the Premises, if the said instruments can be heard outside the Premises.
- 9.6 The Tenant must ensure that no radio, TV set or sound system is operated at any time in the Premises if that radio, TV set or sound system can be heard outside the Premises.

10 INSURANCE

- 10.1 The Tenant will not store on the Premises or the Estate any petrol, explosives or anything which may be a fire hazard or poses a danger to anyone.
- 10.2 The Tenant is responsible, at his/her/its own expense, for replacing any keys, electronic access devices or remote controls which were issued to the Tenant or to anyone else who occupies the Premises and are lost or stolen. The Tenant will, at his/her/its own expense, replace those keys, devices or remote controls if they are lost or stolen (or becomes faulty).
- 10.3 The Tenant may insure the personal belongings and other property brought onto or into the Premises by the Tenant or anyone else. However, the personal belongings and said property are not insured by the Landlord, residents association or body corporate (whichever is applicable) in respect of the Premises or the Estate. The Tenant or other owner of the said belongings and property will not have a claim against the Landlord, residents association or body corporate (whichever is applicable) if anything happens to the said belongings or property (without any restriction whatsoever).

11 BALCONY AND WINDOWS

- 11.1 The Tenant shall ensure that the balconies and verandas of the Premises are used only for the purpose it was built.
- 11.2 The balconies and verandas of the Premises may not be converted into rooms and furnished except with the normal balcony table and chairs.
- 11.3 No room, balcony, passage, driveway, garden, corridor, stairway, path, lane, yard or ground or any other area which is intended for the common use of occupants of the Estate may be used to store anything ("the Common Areas").
- 11.4 The Tenant may not pollute any of the Common Areas. The Tenant will furthermore ensure that no-one else who occupies or visits the Premises (including the Estate) pollutes the said Common Areas.
- 11.5 The Tenant may not place any belongings or refuse in any Common Area or on any window sill or projection.
- 11.6 The Tenant may not hang or display any articles of washing, clothing, linen or the like on any balcony or veranda of the Premises or where it is visible from the road and/or neighbouring properties in the Estate.
- 11.7 The Tenant may not shake any mats or anything similar on any of the Common Areas.
- 11.8 The Tenant may not throw or pour anything onto or from any balcony or veranda of the Premises or any of the Common Areas.
- 11.9 The Tenant shall keep the windows of the Premises clean at all times.
- 11.10 The Tenant may not erect or affix blinds, canopies or awnings in or to the Premises.
- 11.11 The Tenant may not close off any of the balconies or verandas of the Premises.
- 11.12 The Tenant may not obstruct any openings on the balconies, verandas and external walls of the Premises.
- 11.13 The Tenant may not construct or put up any external radio or other aerial, pole or satellite dish in or on the Premises or the Estate.
- 11.14 The Tenant shall ensure that all curtains in the Premises are correctly hung at all times.

12 PARKING

- 12.1 The Tenant may not park, nor allow anyone else to park, any vehicle on any driveway or grounds of the Common Areas or the Estate except

- in his/her/its own garage or special parking area or in an area specially set aside for parking.
- 12.2 The Tenant will not obstruct any driveway or other part of the Common Areas / Estate.
- 12.3 The Tenant's failure to timeously pay the Monthly Rental (or any part thereof) may lead to the Landlord denying/refusing the Tenant (or any other visitor or occupier of the Premises) vehicle access to the parking area/parking bay/Estate (security access point / gatehouse) as contemplated in clause 17.3 of this General Conditions of Lease.
- 12.4 It is disclosed that the residents association or body corporate (whichever is applicable) as dealt with in clause 17.3 of this General Conditions of Lease, is entitled to deny any access to the Estate if a levy, which forms part of the Monthly Rental, in respect of any premises is not timeously paid.

13 ESTATE RULES

- 13.1 The Tenant shall comply with the Estate Rules.
- 13.2 The Estate Rules are available on www.century.co.za, the content of which shall be deemed to have been incorporated herein by reference. The Estate Rules may be amended after the Commencement Date, and the amended Estate Rules will subsequently be "the Estate Rules". The Estate Rules form an integral part of this Lease.
- 13.3 If the Tenant, his/her domestic worker(s), anyone else who occupies the Premises or any visitors to the Premises breaches the Estate Rules, it will constitute a breach of this Lease by the Tenant. The Tenant subsequently accepts full responsibility for the conduct of his/her domestic worker(s), or anyone else who occupies the Premises or any visitors to the Premises.

14 RETURN OF KEYS

The Tenant will, when this Lease ends, deliver to the Landlord all keys, electronic access devices and remote controls in respect of the Premises and/or the Estate which were handed to him/her or to anyone else who occupied the Premises at any time during the Lease Period.

15 THE LANDLORD'S RIGHTS AND LIMITATIONS OF LIABILITY

- 15.1 Access:
The Landlord shall be entitled access to the Premises at all reasonable times in order to:
- 15.1.1 inspect the Premises;
 - 15.1.2 enable prospective tenants or purchasers of the Premises to view the Premises;
 - 15.1.3 make any repairs or alterations to the Premises that the Landlord reasonably considers necessary; or
 - 15.1.4 for any other reasonable purpose.
- 15.2 Liability:
- 15.2.1 Neither the Landlord nor its duly appointed agent or representative will be liable for damages or losses suffered by the Tenant as a result of any negligent act or omission by the Landlord or any person who acts for or is controlled by the Landlord.
 - 15.2.2 Neither the Landlord nor its duly appointed agent or representative will be liable for any damages or losses suffered by the Tenant which were caused by, amongst others:
 - 15.2.2.1 any defects in the Premises and/or the Estate, whether those defects are latent, patent or subsequently appear;
 - 15.2.2.2 insufficient lighting or ventilation in the Premises;
 - 15.2.2.3 any defects in any machines, plants or appliances installed or used in the Premises and/or the Estate;
 - 15.2.2.4 any faulty electrical wiring connection, fitting or appliance in the Premises and/or the Estate;
 - 15.2.2.5 rodents or any other animals or insects in the Premises and/or the Estate; or
 - 15.2.2.6 any other cause which the Landlord has no control over, such as damage resulting from fire, flood, lightning or other act of God, war, riots and other civil commotion.
 - 15.2.3 Neither the Landlord nor its duly appointed agent or representative, will be responsible for any damage or loss suffered by the Tenant as a result of any machinery, plants, lifts, apparatus, sewerage, water, gas, electrical current or water supply on or to the Premises or the Estate not working.
 - 15.2.4 The Landlord may at any time suspend the operation of the machinery, plants, lifts, apparatus, sewerage, water, gas, electrical current or water supply to the Premises or the Estate set out in clause 15.2.3 above in order to repair, maintain or replace them. The Landlord will not be liable for any damages or losses suffered by the Tenant as a result of such a suspension.
 - 15.2.5 The Landlord will not be liable for any damages or loss suffered by the Tenant as a result of a burglary or attempted burglary, unless the Landlord or any person who acts for or is controlled by the Landlord acted wilfully.
 - 15.2.6 When this Lease comes to an end or is cancelled, the Landlord may remove any property which is left in or at the Premises after the Tenant has vacated the Premises. The Tenant will be responsible for any cost incurred by the Landlord as a result of the Tenant's or anyone else's property remaining in or on the Premises after the end, or the cancellation of this Lease.

16 DAMAGE TO PREMISES, BUILDING OR ESTATE

If the Premises is destroyed or damaged to such an extent that the Tenant no longer enjoys beneficial occupation of the Premises, this Lease will automatically terminate. The Landlord will retain all claims against the Tenant under this Lease. The Tenant will not have any claim against the Landlord if this Lease so terminates, except if the Premises was destroyed or damaged as a result of the Landlord's wilful acts.

17 BREACH OF LEASE

- 17.1 It will be a breach of this Lease (called "a Breach") if:
- 17.1.1 the Tenant fails to pay the Monthly Rental to the Landlord monthly in advance on the 1st (first) day of any month during the Lease Period;
 - 17.1.2 the Tenant fails to pay to the Landlord monthly in advance on the 1st (first) day of any month during the Lease Period any other amount which the Tenant must pay to the Landlord on that day in terms of this Lease; and/or
 - 17.1.3 the Tenant has committed any other material breach of this Lease or a material failure to comply with this Lease.
- 17.2 If a Breach (as described in clause 17.1 above) occurs and:
- 17.2.1 the Landlord has issued the Tenant with a written notice calling upon the Tenant to pay the Monthly Rental, the other amounts, remedy the material breach or rectify the material failure (as the case may be) within 20 (twenty) business days after the date on which the Landlord gave the written notice to the Tenant; and
 - 17.2.2 the Tenant has failed within the 20 (twenty) business day period to pay the Monthly Rental, the other amounts, remedy the material breach or rectify the material failure (as the case may be),
- then the Landlord may either cancel this Lease or require the Tenant to effect the payment, remedy the material breach or rectify the material failure.
- 17.3 Regardless of whether the Landlord exercises any of its rights under clause 17.2 above or not:
- 17.3.1 the Landlord shall further have a claim against the Tenant for any damages suffered by the Landlord as a result of the Tenant not paying the Monthly Rental, the other amounts, the Tenant having committed a material breach of this Lease or the Tenant having committed a material failure to comply with this Lease (as the case may be);
 - 17.3.2 the Landlord may with immediate effect (in other words on the date the breach occurs) deny/refuse the Tenant (or any other visitor or occupier of the Premises) vehicle access to the Estate, as it moreover appears from clause 12 of this General Conditions of Lease; and/or
 - 17.3.3 the residents association or body corporate (whichever is applicable) may with immediate effect (in other words on the date the breach occurs) and if the levies are not paid (which forms part of the Monthly Rental), deny/refuse the Tenant (or any other occupier of the Premises) access to the Estate.
- 17.4 If this Lease is cancelled under clause 17.2 above, the Landlord will have the right to re-enter and take possession of the Premises and eject the Tenant and any other person/s then in the Premises from the Premises in accordance with applicable laws. However, even if the Landlord exercises all or any of these rights, the Landlord will retain any claim which the Landlord may then or thereafter have against the Tenant for any Monthly Rental and/or other amounts owed by the Tenant to the Landlord and/or for any damages which the Landlord has suffered as a result of any breach of this Lease. The Tenant shall not have any claim against the Landlord as a result of such cancellation, re-entry or ejectment.
- 17.5 The Tenant shall pay to the Landlord all legal costs (including collection charges) and other expenses which are incurred by the Landlord as a result of the Tenant's breach of this Lease. The Tenant shall pay the legal costs and other expenses (on a scale as between attorney and client) to the Landlord when the Landlord demands payment thereof.
- 17.6 If the Tenant fails to pay the Monthly Rental or any other amounts under this Lease on the due date, the overdue Monthly Rental and/or other amounts shall, if the Landlord so elects, bear interest at the prime overdraft interest rate charged by ABSA Bank from time to time ("the Rate") plus 2% (two percent) from the date the payment becomes due until payment is effected (both days included).
- 17.7 Any:
- 17.7.1 extension of time for the payment of the Monthly Rental granted by the Landlord to the Tenant;
 - 17.7.2 other relaxation granted by the Landlord to the Tenant of any of the Tenant's obligations under this Lease; or
 - 17.7.3 non-insistence by the Landlord that the Tenant shall perform in full his/her/its obligations under this Lease,
- shall not constitute a waiver of the Landlord's rights and will not prevent the Landlord at any time from demanding that the Tenant fully complies with all of his/her/its obligations under this Lease.
- 17.8 If:
- 17.8.1 the Landlord cancels this Lease; and
 - 17.8.2 the Tenant disputes the Landlord was entitled to cancel this Lease and remains in occupation of the Premises, the Tenant shall, until the dispute is settled, continue to pay to the Landlord an amount equal to the Monthly Rental and all other amounts and charges which were payable by the Tenant before this Lease was so cancelled. The Tenant shall pay the Monthly Rental and other amounts and charges to the Landlord monthly in advance on or before the 1st (first) day of each and every month after this Lease was so cancelled for as long as the Tenant remains in occupation of the Premises. The Landlord will be entitled to accept and recover the said payments and the fact that the Landlord accepted the payments will not in any way whatsoever affect the Landlord's claim that this Lease was validly cancelled.
- 17.9 If a dispute under clause 17.8 above is resolved in favour the Landlord, the Monthly Rental and other payments made and received in terms of clause 17.8 above will be regarded as amounts paid by the Tenant to the Landlord in lieu of damages suffered by the Landlord as a result of the Tenant's breach of this Lease, which resulted in the cancellation of the Lease. Any lawful cancellation of this Lease by the

Landlord will not affect the Landlord's right to claim from the Tenant damages which were caused by the Tenant's breach of the Lease.

18 DOMICILIUM AND NOTICES

- 18.1 All notices from the Landlord (including its duly appointed agent or representative) to the Tenant may be given to the Tenant at the fax number, addresses or e-mail address set out in clauses 2.4, 2.5, 2.6 and/or 2.7 of the Schedule or such other fax number, addresses or e-mail address as the Tenant may notify the Landlord in writing. The notices may furthermore be delivered by hand to the Premises.
- 18.2 All notices to the Landlord shall be given to the Landlord at the fax number, addresses or e-mail address set out in clauses 1.4, 1.5, 1.6 and 1.7 of the Schedule or at such other fax number, addresses or e-mail address as the Landlord may notify the Tenant in writing.
- 18.3 All notices transmitted by a party to another shall be delivered by hand, registered post, fax or by e-mail.
- 18.4 All notices delivered or sent to the relevant address set out in clause 1 or 2 of the Schedule (as the case may be) shall be deemed to have been received by the addressee on the date of delivery (if delivered by hand), or on the 7th business day after posting if sent by registered post, or on the date as printed on the fax or e-mail transmission confirmation (if sent by fax or e-mail during normal South African business hours).

19 JURISDICTION

Any action or proceedings which a party may institute against another party in terms of this Lease may at the discretion of the first party be instituted in any Magistrates Court otherwise having jurisdiction, notwithstanding the fact that the subject matter thereof may be beyond the jurisdiction of that court. However this clause will not exclude, restrict or hinder any party's legal right(s) or remedy(s) to take any legal action or exercise any other legal remedy in any other forum, regulator or court which it is otherwise entitled to do by law.

20 FIXTURES AND FITTINGS

The Tenant shall not install, nor allow anyone else to install, a security gate, burglar bars, air conditioning, fitted carpets or any other form of fitting or fixture in or on the Premises unless he/she/it had obtained the Landlord's prior written consent ("the Improvements"). If any Improvement is installed in the Premises having regard to the aforesaid, the Improvement will form part of the Premises when this Lease terminates and the Tenant will not be entitled any compensation for the Improvement whatsoever.

21 SEVERABILITY

Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.

22 TOBACCO PRODUCTS CONTROL ACT

Neither the Tenant nor anyone else who occupies the Premises or the Tenant's domestic worker or any visitor to the Premises may smoke tobacco products in any public place within the common area or the Estate.

23 TENANT CONSENT

As may be required in the Protection of Personal Information Act, 4 of 2013 (POPIA) or otherwise, the Tenant hereby consents and authorises the Landlord (at all times) to:

- 23.1 disclose the terms contained in the rental application form for residential property this Agreement and any other personal information provided to the Landlord for the purposes of any pre-qualification, the conclusion of this Agreement or otherwise;
- 23.2 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and
- 23.3 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant to any registered credit bureau or any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

24 FOREIGN TENANTS

If the Tenant or any other person who occupies the Premises is an illegal foreigner as described in The Immigration Act, 13 of 2002, the Tenant warrants that he, she or the person (as the case may be) has a valid South Africa residence permit which was granted to him or her in terms of The Immigration Act and which is valid for at least the Lease Period (including any renewal periods). The Tenant will make the residence permit available to the Landlord upon request.

25 MATRIMONIAL PROPERTY ACT

The Tenant warrants to the Landlord that:

- 25.1 the Tenant is not married in community of property; alternatively
- 25.2 if the Tenant is married in community of property, the Tenant has obtained from his or her spouse all consents required in terms of the Matrimonial Property Act, 88 of 1984 in order for the Tenant to validly, lawfully, bindingly and enforceably enter into this Lease.

26 SURETY

The signatory signing this Lease on behalf of the Tenant by his or her signature hereto binds himself or herself jointly and severally *in solidum* as co-principle debtor to the Landlord for the due and timeous fulfilment by the Tenant of all its contractual obligations contained in this Lease. The said surety furthermore waives his or her common law rights as surety and declares that he/she is fully aware of the legal consequences of such renunciation.

27 GENERAL

- 27.1 All references in this Lease to "the Landlord" will, where applicable and unless the context clearly indicates differently, include a reference to "its duly appointed agent or representative".
- 27.2 If the Landlord is unable to give the Tenant occupation of the Premises on the Commencement Date, because:
 - 27.2.1 the Premises are in a state of disrepair;
 - 27.2.2 the previous tenant has not vacated; or
 - 27.2.3 of any other fact or matter whatsoever which was not caused by the Landlord's intentional or grossly negligent acts or omissions or an intentional or grossly negligent act or omission by a person who acts for or is controlled by the Landlord, this Lease will automatically end on the Commencement Date and the Tenant will not have any claim for damages or other right of action against the Landlord, except for the right to be repaid all amounts which the Tenant has paid to the Landlord by then (such as the first month's Monthly Rental, the Deposit and any fees which the Tenant had already paid).
- 27.3 The Tenant shall ensure that his/her/its domestic worker, the other people who occupy the Premises and any visitors to the Premises comply with the Tenant's obligations under this Lease.
- 27.4 No amendment to this Lease, other than amendments to any charges payable by the Tenant in terms of this Lease and the other amendments as contemplated by this Lease, shall be of any force or effect unless the amendment is made in writing and signed by the parties.
- 27.5 This Lease as read with the RHA and CPA, contains all the terms and conditions of this Lease between the parties. The parties acknowledge that there are, subject to applicable law, no understandings, representations or terms between the Landlord and the Tenant in regard to the letting of the Premises, other than those set out in this Lease.
- 27.6 This Lease and any annexure which are signed by the parties on different copies of the same documents will still be seen as being signed on one copy between the parties.
- 27.7 The Landlord shall be entitled to display "To Let" signs at the Premises for 3 (three) months prior to the Termination Date, and to display "For Sale" signs at the Premises at any time during the subsistence of this Lease.
- 27.8 During the subsistence of this Lease, the Tenant must allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective tenants or purchasers, which access shall include access to the Premises on at least 2 (two) Sundays per month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access.
- 27.9 The Landlord may in its sole and absolute discretion at any time transfer all or any of its rights and obligations under this Lease without notifying the Tenant and the Tenant furthermore irrevocably consents thereto.

Estate Rules

The Estate Rules are available on www.century.co.za, the terms of which shall be deemed to have been incorporated herein by reference.

Date

Place

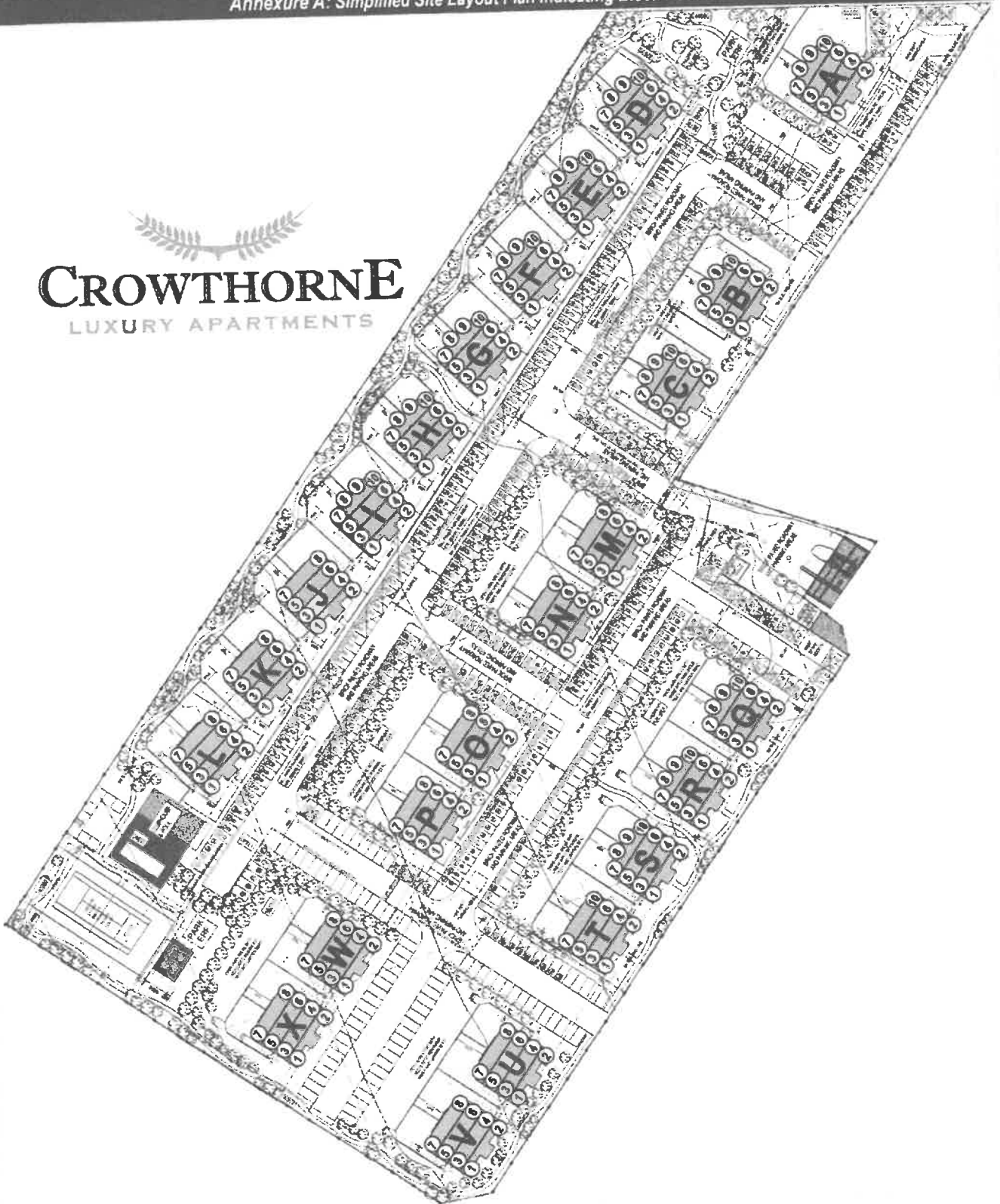
Witness 1

Witness 2

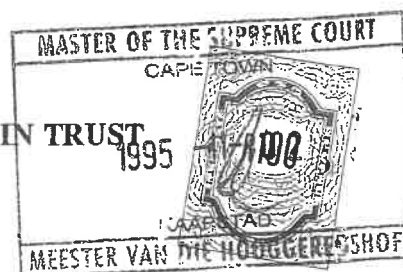
Tenant

Acknowledgement and Acceptance of the Estate Rules

CROWTHORNE
LUXURY APARTMENTS



AKTE VAN SKENKING IN TRUST



Memorandum van Ooreenkoms gemaak en aangegaan te Bellville op hede hierdie 12de dag van Oktober 1995, deur en tussen :

HERCULES CHRISTIAAN VAN HEERDEN

Gebore op 7 Februarie 1948

(hierinlater genoem die Oprigter)

en

KIM INGRID VAN DER MERWE

Gebore op 20 Desember 1962

HERCULES CHRISTIAAN VAN HEERDEN

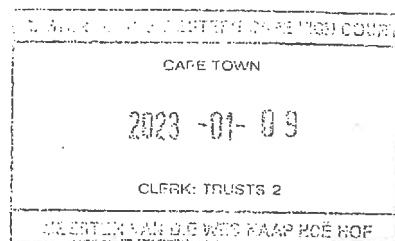
Gebore op 7 Februarie 1948

ANDRE ZACHARIAS VAN DER MERWE

Gebore op 22 September 1960

(hierinlater genoem die "Trustees")

AANGESIEN:



die Oprigter begerig is om die hierinvermelde Trust te vestig vir en ten behoeve van die begunstigdes, onderhewig aan die terme en voorwaardes soos meer volledig hierinlater uiteengesit.:

[Handwritten signatures and initials]

DERHALWE WORD GETUIG:

CLERK: TRUSTS 2

1. WOORDBEPALING

In hierdie Trustakte, tensy dit uit die samehang anders blyk, sluit,

- 1.1 woorde wat die enkelvoud aandui ook die meervoud in en omgekeerd; woorde wat die manlike geslag aandui, ook die vroulike geslag in en omgekeerd; woorde wat persone aandui ook regspersone in; 'n verwysing na maatskappy ook ander regspersone in en omsluit aandele dienoreenkomstiglik ook ledebelange in sodanige ander regspersone.
- 1.2 Die volgende uitdrukkings sal die volgende betekenis hê, naamlik:
 - 1.2.1 "Trustees" beteken die eerste trustees of ander trustee of trustees van tyd tot tyd van die trust;
 - 1.2.2 "Begunstigdes" sal die volgende persone insluit, hetsy reeds in lewe ten tye van die totstandkoming van die trust of nog gebore te word voor die vestigingsdatum van die trust, te wete:
 - 1.2.2.1 **ANDRE ZACHARIAS VAN DER MERWE** sy eggenote, **KIM INGRID VAN DER MERWE** en die huidige kinders en sodanige ander kind of kinders as wat nog uit die huwelik van **ANDRE ZACHARIAS VAN DER MERWE** en sy huidige eggenote, **KIM INGRID VAN DER MERWE** gebore mag word;
 - 1.2.2.2 Die wettige afstammeling van die begunstigdes genoem in 1.2.2.1 hierbo.
 - 1.2.3 "Die Vestigingsdatum" sal die datum wees wat die trustees te enige tyd mag vasstel as die vestigingsdatum en sal die tydstip aandui waarop betrekking tot netto trustbates in terme van sub-paragraaf 18.1, of sub-paragraaf 13.3 wat betref daardie begunstigde of groep van begunstigdes ten opsigte van wie die vestigingsdatum sodanig vroeër vasgestel is.
 - 1.2.4 "Trustfonds" beteken -
 - 1.2.4.1 Die bedrag van R100,00 (Een Honderd Rand) synde die skenking wat in terme van sub-paragraaf 3.1 gemaak word; en



1.2.4.2 ~~Alle kontant, beleggings en ander bates betaal of oorgedra aan en aangeneem~~ deur die trustees as byvoegings tot die trustfonds;

1.2.4.3 Die beleggings en eiendom van tyd tot tyd en sodanige gelde, beleggings en byvoegings of enige gedeelte daarvan, en enige vermeerderings gemaak kragtens die bevoegdheid daartoe vervat in hierdie trustakte.

2. NAAM VAN TRUST

Die Trust sal bekend as die **KIAN TRUST**

3. AANVANKLIKE SKENKING

3.1 Die oprigter skenk hiermee die bedrag van R100,00 (Een Honderd Rand) aan die Trustees as 'n skenking inter vivos.

3.2 Die skenking kragtens sub-paragraaf 3.1 gemaak, vestig onmiddellik in die trustees en die trustees sal die trustfonds en die inkomste daarvan besit onderhewig aan die terme en op die voorwaardes en met die bevoegdhede en bepalinge hierin genoem en vervat.

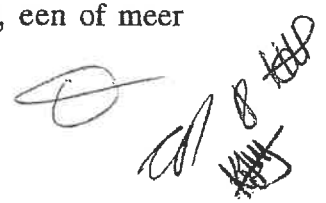
4. ADMINISTRATIEWE PROSEDURES

4.1 Die eerste voorsitter van die raad van trustees sal **ANDRE ZACHARIAS VAN DER MERWE** wees. **KIM INGRID VAN DER MERWE** sal hom opvolg as voorsitter indien gemelde **ANDRE ZACHARIAS VAN DER MERWE** voor haar tot sterwe kom.

4.2 Die trustees hiervan sal nie minder as 2 (twee) en nie meer as 8 (agt) persone wees nie, en enige vakature wat ontstaan, sal so spoedig moontlik gevul word.

4.3 Die Oprigter sal die reg en bevoegdheid hê om:

4.3.1 Gedurende sy leeftyd skriftelik 'n nuwe trustee of trustees aan te stel in die plek van enige trustee of trustees wat te sterwe kom of wie se amp beëindig word in terme van sub-paragraaf 4.6, en om, onderhewig aan die maksimum aantal trustees in terme van sub-paragraaf 4.3, een of meer bykomstige trustee of trustees aan te stel; en



4.3.2 Gedurende sy leeftyd skriftelik enige trustee te ontslaan en iemand anders in sy plek aan te stel; hetsy die Oprigter self 'n trustee is aldan nie, behoudens die bepalinge van paragraaf 4.4.4 hieronder.

4.3.3 Kragtens testament of gedurende sy leeftyd skriftelik enige ander persoon of persone (insluitende 'n persoon of persone wat een van die begunstigdes mag wees of word) aan te stel om die regte wat aan die Oprigter verleen is kragtens sub-paragrafe 4.4.1 en 4.4.2, en van hierdie sub-paragraaf, uit te oefen.

4.3.4 Indien die Oprigter te enige tyd ophou om 'n trustee te wees weens die bepalinge van paragraaf 4.6.2 en paragraaf 4.6.3 sal hy as trustee vervang word deur 'n persoon of persone soos bepaal in sy testament nieteenstaande die feit dat hy steeds in lewe is en sal die persoon ook bevoeg en gemagtig wees om die regte wat aan die Oprigter verleen is kragtens sub-paragrafe 4.4.1 en 4.4.2 uit te oefen en sal die Oprigter geen verdere magte en bevoegdhede met betrekking tot hierdie trust hê nie.

4.4 Die amp van 'n trustee sal ipso facto beëindig en vakant wees:

4.4.1 Indien hy bedank deur skriftelike kennisgewing tot dien effekte aan sy mede-trustees te gee; of

4.4.2 As hy geestelik versteurd of swaksinnig raak; of

4.4.3 Indien hy onbevoeg en/of onbekwaam is om as trustee op te tree; of

4.4.4 Indien hy insolvent verklaar word of boedel oorgee of 'n kompromis met sy skuldeisers aangaan; of

4.4.5 Indien hy in terme van die maatskappywet wat van tyd tot tyd van krag is, gediskwalifiseer sou word om as 'n direkteur van 'n maatskappy op te tree; of

4.4.6 As daar meer as twee trustees is en die meerderheid van die trustees hom versoek om te bedank; met dien verstande dat die ander trustees nie bevoeg sal wees om die eerste trustees en die trustee aangestel in terme van sub-paragraaf 4.4 te versoek om as trustee te bedank nie.



4.5. ~~Elke trustee~~ sal bevoeg wees om enige persoon te benoem om as sy ~~alternatief~~ op te tree gedurende sy afwesigheid of sy onvermoë om as trustee op te tree, mits die persoon wat so aangestel word, goedgekeur word deur die oorblywende trustee(s).

'n Alternatiewe trustee sal, terwyl hy optree in die plek van die trustee wat hom benoem het, die pligte en funksies van die trustee wat hy verteenwoordig uitoefen en nakom.

- 4.6 Die Trustees mag vergaderings vir die afhandeling van sake, verdaag en hul vergaderings andersins na goeddunke reël. Enige Trustee sal te eniger tyd hy optree in die plek van die trustees wat hom benoem het, die pligte en funksies van die trustee wat hy verteenwoordig uitoefen en nakom.
- 4.7. Enige trustee sal te enige tyd geregtig wees om 'n vergadering van trustees te belê. 'n Kworum vir doeleindes van hierdie trust, sal die meerderheid van die trustees in amp van tyd tot tyd wees, met dien verstande dat, indien daar op enige stadium slegs een trustee in amp mag wees, sodanige trustees geen geldige besluit sal kan neem nie, behalwe wat betref die aanstelling van een of meer bykomstige trustee(s) in terme van sub-paragraaf 4.5.1.
- 4.8 Onderhewig daaraan dat hulle uitvoering gee aan die terme en voorwaardes van hierdie trustakte, sal die trustees in die administrasie van die trust sodanige prosedures volg en sodanige administratiewe stappe doen as wat hulle van tyd tot tyd nodig en raadsaam ag.
- 4.9 Alle kontrakte, aktes en ander dokumente wat namens die trust geteken moet word, sal op so 'n wyse geteken word as wat die trustees van tyd tot tyd mag bepaal.
- 4.10 In geval van enige dispuut tussen die Trustees te enige tyd, sal die beslissing van die meerderheid geld en sal dit dieselfde krag en gevolg hê asof dit die eenparige besluit van die Trustees is. 'n Skriftelike besluit onderteken deur die meerderheid van trustees in amp sal dieselfde regskrag hê as 'n meerderheidsbesluit geneem op 'n behoorlik gekonstitueerde vergadering van trustees.



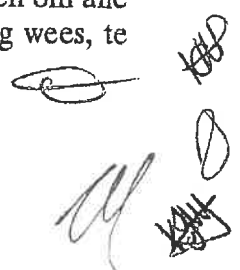
- 6.2.1 Om enige gelde voortspruitende uit hierdie trust na hulle ongeperkte goeëdunke te belê, of andersins aan te wend teen sekuriteit of vir die aankoop of verkryging van enige eiendom, regte of belange, hetsy roerend of onroerend, hetsy liggaamlik of onliggaamlik en van watter aard ookal en waar ookal geleë, en afgesien daarvan of dit 'n verpligting op die trust lê aldan nie, insluitende effekte, aandele, fondse, sekuriteite, verbande oor onroerende eiendom, lenings met of sonder rente en met of sonder sekuriteit, of ander beleggings van watter aard ookal en waar ookal geleë;
- 6.2.2 Om enige belegging wat van tyd tot tyd deel uitmaak van die trustfonds te gelde te maak, of te wysig en om die opbrengs te herbelê in enige belegging hierkragtens gemagtig soos die trustees in hulle absolute diskresie mag besluit;
- 6.2.3 Die trustees sal geregtig wees om vir enige doeleindes wat deur hulle nodig geag mag word, insluitende vir die doeleindes om inkomstebelasting en/of ander skulde van die trust te betaal en/of vir betaling van kapitaal aan enig begunstigde en/of vir die doel om 'n lening aan enige persoon te maak en/of vir die doel om enige bates of beleggings wat deel uitmaak van die trustfonds te bewaar en/of vir die doel om op enige aandele in te skryf, sodanige bedrae te leen op sodanige terme en voorwaardes as wat hulle mag goeëdink, met bevoegdheid om van tyd tot tyd toe te stem tot enige wysigings of verandering van die terme van enige sodanige lening. As sekuriteit vir enige gelde aldus geleen, sal die trustees geregtig wees om enige bate wat deel uitmaak van die trustfonds in die algemeen of spesiaal met verband te beswaar of te verpand, of andersins te belas op sodanige wyse en op sodanige terme en voorwaardes as wat hulle mag goeëdink, en hulle sal geregtig wees om opnuut te leen teen sekuriteit of andersins vir die doel om enige sodanige verband of pand terug te betaal;
- 6.2.4 In die algemeen sal die trustees in die administrasie van die trust oor sodanige magte en bevoegdhede beskik as wat gewoonlik in 'n Raad van Direkteure van 'n maatskappy vestig;
- 6.2.5 Die trustees sal geregtig wees om (hetsy gratis of teen vergoeding) nakoming van die kontrakte of verpligtinge van enige persoon te waarborg en om op sodanige voorwaardes en teen sodanige rentekoers of rentevry en met of sonder sekuriteit, lenings te doen aan sodanige persoon as wat hulle mag goeëdink, insluitende die Oprigter, of enige begunstigde;



- 6.2.6 Die trustees sal die reg hê om 'n maatskappy op enige plek in die wêreld op die koste van die trustfonds op te rig, hetsy 'n maatskappy met beperkte of onbeperkte aanspreeklikheid, met die doel, onder andere, om die geheel of enige gedeelte van die trustfonds te verkry. Die vergoeding vir die verkoping van die trustfonds of enige gedeelte daarvan aan enige maatskappy opgerig ingevolge hierdie sub-paragraaf mag geheel of gedeeltelik betaan uit volopbetaalde skuldbriewe of skuldbrief-effekte of ander sekuriteit van die maatskappy en mag toegeken en beskou word as kapitaal van die trust in die hande van die trustees;
- 6.2.7 Die trustees sal die reg hê om die stemreg verbonde aan enige aandele wat van tyd tot tyd deel is van die trustfonds, uit te oefen op die wyse wat hulle goeddink en die reg hê om, hetsy alleen of tesame met enige ander persoon, sodanige reëlins te tref as wat hulle mag goedvind vir die doel om die likwidasië, rekonstruksie of amalgamasie van enige een van die maatskappye van wie se kapitaal genoemde aandele deel uitmaak, te veroorsaak, en die reg hê om sodanige ooreenkoms as wat hulle dus betreffende van pas ag, te sluit en uit te voer;
- 6.2.8 Die trustees sal verplig wees om, hetsy alleen of tesame met ander persone, die kapitaalwaarde van enige aandele van enige maatskappy wat van tyd tot tyd en vir tyd en wyl deel van die trustfonds uitmaak, te laat herorganiseer, konsolideer, of saamsmelt, en om ingevolge sodanige herorganisasie, konsolidasie of samesmelting enige bates wat voorspruit uit hulle deelname aan sodanige aangeleenthede te ontvang en voorgaan om dit as deel van die trustfonds te hou;
- 6.2.9 Die trustee sal die reg hê om enige regte van omskepping of inskrywing verbonde aan enige aandele wat te enige tyd deel is van die trustfonds uit te oefen, of in hulle diskresie, om enige sodanige regte te verkoop of te gelde te maak; maar wanneer ookal beleggings gemaak word deur die uitoefening van regte van omskepping of inskrywing word die aandele of ander regte wat ontvang word geag deel van die trustfonds uit te maak;
- 6.2.10 Die trustees sal die reg hê om van tyd tot tyd enige stemregte verbonde aan enige aandele wat deel uitmaak van die trustfonds, te gebruik om sodanige verandering wat hulle mag goedvind in die raad van direkteure of in die ander beamptes van enige van die betrokke maatskappye te bewerkstellig, en geregtig wees om een of meer uit hulle eie geledere as sodanige direkteure of beamptes aan te stel of te laat aanstel of om die trustees se benoemdes op te tree. Enige trustee wat enige vergoeding van enige sodanige maatskappy ontvang vir dienste aan sodanige maatskappy gelewer sal geregtig wees om dit vir sy eie voordeel te behou en nie verplig wees om daarvan verslag te doen nie;



- 6.2.11 Die trustees sal die reg hê om van tyd tot tyd enige van die bates wat deel uitmaak van die trust ten voordele te benut deur dit te verruil, te verkoop, te verhuur of op 'n ander wyse daarvoor te beskik, en wanneer hulle hulle reg om te verkoop uitoefen, hetsy dit by hierdie sub-paragraaf verleen word aldan nie, mag hulle genoemde verkoping na eie goeddunke per openbare veiling, openbare inskrywing of uit die hand laat plaasvind;
- 6.2.12 In soverre enige vaste eiendom te enige tyd deel van die trustfonds mag uitmaak, sal die trustees geregtig wees om sodanige vaste eiendom of enige gedeelte daarvan van tyd tot tyd te verruil, te verhuur of op 'n ander wyse daarvoor te beskik, en om prospekteeërrekte ten opsigte daarvan te verleen of te verkry op sodanige terme en voorwaardes as wat hulle goedvind en om van tyd tot tyd enige bestaande geboue daarop te herstel of na goeddunke geboue daarop op te rig of om verbeterings aan te bring;
- 6.2.13 By enige verkoop van bates wat deel van die trustfonds uitmaak het die trustees die reg om na hulle eie onbeperkte goeddunke, krediet te verleen ten opsigte van die hele koopprys of 'n gedeelte daarvan, met of sonder sekuriteit of rente;
- 6.2.14 Indien die trustfonds te enige tyd hierna geheel of ten dele uit die vaste eiendom of uit 'n verband of verbande bestaan, dan sal die trustees die reg en mag hê om enige dokumente of aktes met betrekking tot vervreemding, verdeling, ruil, oordrag, 'n verban, verhipotekering of andersins in enige Akteskantoor, Mynbriewekantoor of ander openbare kantoor wat handel met serwitute, vruggebruike, beperkte belange of andersins te verly, en om enige aansoeke te doen, toesstemming te verleen en in te stem tot enige wysings, veranderings, rojerings, sessies, ontheffing, verminderings, substitusies of enige iets anders wat in die algemeen betrekking het of enige akte, verband of dokument, en om vir enige doeleindes afskrifte van aktes, verbande of dokumente te verkry, en om in die algemeen enige handeling hoegenaamd in enige sodanige kantoor te doen of laat doen;
- 6.2.15 Indien die statute van enige maatskappy die oordrag sou verbied, of enige maatskappy sou weier om enige aandele wat deel vorm van die trustfonds in die naam van die trustees as sodanig oor te dra, sal die trustees geregtig wees om die aandele in hulle eie naam te laat oordra, of in die naam of name van een of meer van hulle of in die naam van hulle benoemdes vir die voordeel van die begunstigdes;
- 6.2.16 Die trustees sal die mag hê om gedinge in te stel of te verdedig en om alle aktes volmagte en ander dokumente wat vir die doel nodig mag wees, te onderteken.



- 6.2.17 Die trustees sal die reg hê om enige aandeel op te neem van enige vermeerderde kapitaal van enige maatskappy wat hulle aangebied word en mag toestem tot enige verandering of omskepping van die kapitaal van enige maatskappy waarvan die aandele deel van die trustfonds uitmaak;
- 6.2.18 Die trustees sal geregtig wees om (hetsy self of deur bemiddeling van iemand wat deur hulle daartoe gemagtig is) 'n bankrekening of -rekening op die naam van die trustfonds te open en te bedryf;
- 6.2.19 Die trustees sal geregtig wees om enige boerderybedrywighede of ander sakebedryf te beoefen en om vir hierdie doel enige uitgawes aan te gaan in belang van die boerdery of sakebedryf soos wat hulle in hulle uitsluitlike diskresie mag goeddink;
- 6.2.20 Die trustees sal geregtig wees om enige lewensversekeringspolisse op die lewe van die Oprigter, 'n trustee of enige ander persoon hoegenaamd wat in hierdie trust begunstig word, aan te gaan en/of per sessie ten gunste van die trust te aanvaar en om die premies daarop te betaal en om die polisse in stand te hou of op enige wyse daarmee te handel;
- 6.2.21 Die trustees sal geregtig wees om skenkings en/of erflatings aan die trust en enige voorwaardes daaraan verbonde te aanvaar of te repudieer;
- 6.2.22 Enige trustee mag alle bevoegdhede en diskresies hierkragtens of regtens aan hom verleen uitoefen en met die uitoefening daarvan saamstem, nieteenstaande hy 'n direkte of ander persoonlike belang in die wyse of gevolg van die uitoefening van sodanige bevoegdheid of diskresie mag hê, maar enige trustee mag, nieteenstaande, maar sonder enige verpligting, as hy so verkies, hom weerhou van optrede anders as slegs 'n formele party in enige saak waarin hy aldus 'n persoonlike belang mag hê en mag sy mede-trustee of trustees toelaat om alleen op te tree in die uitoefening van die bevoegdhede en diskresies voormeld met betrekking tot sodanige aangeleentheid. Elke trustee wat sodanige belang het by enige behandeling wat trustfondse raak, sal egter verplig wees om die aard en omvang van sy belang vooraf aan mede-trustees te openbaar.



7.

JAARSTATE EN OUDITERING

Die trustees mag van tyd tot tyd 'n Geoktrooieerde Rekenmeester (SA) (in hierdie trustakte na verwys as die ouditeur van die trust) aanstel om as die ouditeur van die trust op te tree en om die funksie wat hierna in hierdie paragraaf omskryf is, uit te voer. Op die 28ste dag (of in in skrikkeljaar, die 29ste) dag van FEBRUARIE (of op sodanige ander datum as wat die trustees van tyd tot tyd mag bepaal) van elke jaar, sal die trustees, 'n rekening van die administrasie van die trust laat opstel waarin die kapitaal van die trust uiteengesit word met alle byvoegings en die wyse waarop die trustfonds gehou en belê is. Elke begunstigde in terme van die trustakte of sy regsvertegenwoordiger sal op versoek geregtig wees op 'n ware afskrif van elke sodanige rekening, behoorlik gesertifiseer deur die trustees van die trust.

8.

SEKERHEIDSTELLING DEUR TRUSTEES

Die Oprigter bepaal uitdruklik dat die eerste trustees en alle toekomstige trustees (gesamentlik en afsonderlik) vrygestel sal wees van enige verpligting om sekuriteit te verskaf in verband met hulle aanstelling en/of vir die behoorlike administrasie van die trustfonds aan die Meester van die Hooggeregshof van Suid-Afrika of aan enige ander beampte soos bepaal in enige wet wat tans van krag is of wat van krag word in verband met trusts en die beskerming van trustgelde, en die Meester en enige sodanige ander amptenare word hierby aangesê om van enige sodanige sekuriteit af te sien.

9.

SKADELOOSSTELLING VAN TRUSTEES

9.1

Geen trustee sal aanspreeklik wees vir enige verlies vir die trustfonds wat voortspruit uit enige swak belegging of vir die nalatigheid of bedrog van enige agent wat deur hom of deur enige ander trustee in diens geneem was (al was die indiënsneming van sodanige agent, nie streng nodig of gerieflik nie) of uit enige fout of late te goeder trou deur enige trustee gemaak of uit enige aangeleentheid of saak hoegenaamd nie behalwe vir sy eie bedrog of oneerlikheid;

9.2

Indien die trustees te goeder trou enige betaling sou doen aan enige persoon wat deur hulle geag was hierkragtens daarop geregtig te wees en later gevind word dat 'n ander persoon of persone ingevolge hierdie trustakte daarop geregtig is, sal die trustees desondanks nie aanspreeklik wees vir die gelde wat aldus uitbetaal is nie;



9.3 Geen trustee sal aanspreeklik wees vir enige oneerlike daad wat 'n ander trustee begaan het nie tensy hy daaraan deel gehad het. Geen trustee sal verplig wees om enige stappe teen 'n mede-trustee te neem vir enige trustbreuk wat deur sodanige mede-trustee gepleeg is nie;

9.4 Die trustees word deur en uit die trustfonds gevrywaar teen alle eise en vordering van watter aard ookal, wat teen hulle ingestel mag word voortspruitende uit die bevoegdhede deur hierdie trustakte aan hulle verleen.

10. VERGOEDING VAN TRUSTEES EN PROFESSIONELE DIENSTE

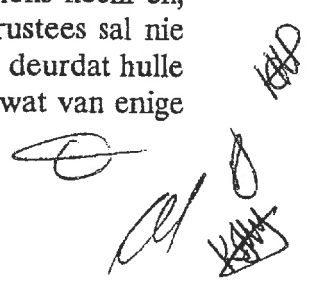
10.1 Die trustees sal van tyd tot tyd die vergoeding aan hulle betaalbaar vasstel onderhewig egter daaraan dat die so vasgestelde vergoeding deur die Oprigter of 'n persoon of persone skriftelik deur hom aangewys, goedgekeur sal word;

10.2 Enige trustee indertyd wat 'n prokureur of rekenmeester is of 'n ander persoon wat 'n professie beoefen of besigheid dryf, sal geregtig wees om te eis en betaal te word vir alle professionele of ander heffings deur hom of sy firma gemaak vir besigheid wat deur hom of sy firma met betrekking tot die uitvoering van die trust gedoen is, hetsy in die gewone loop van sy professie of besigheid of nie, en hetsy sodanige besigheid die indiensneming van 'n persoon in sodanige professie of besigheid genoodsaak het of nie.;

10.3 Die trustees sal geregtig wees om uit die trustfonds en uit enige inkomste daarvan alle uitgawes deur hulle aangegaan by of in verband met die uitoefening van die trust en bevoegdhede aan hulle verleen te vereffen en te betaal;

10.4 Die trustees sal geregtig wees om van tyd tot tyd rekenmeesters, prokureurs, agente of makelaars in diens te neem om alle of enige sake van watter aard ookal wat ingevolge hierdie trustakte gedoen moet word, te doen, en geregtig wees om al sodanige koste en uitgawes aldus aangegaan as 'n preferente vordering te betaal, en nie verantwoordelik wees vir die versuim van enige sodanige rekenmeesters, prokureurs, agent of makelaars of vir enige verlies wat deur sodanige indiensneming veroorsaak word nie;

10.5 Die trustees mag van tyd tot tyd 'n beleggingsadviseur in diens neem en, indien hulle dit goetvind, op sy advies handel, en die trustees sal nie verantwoordelik wees vir enige verlies wat teweeggebring is deurdat hulle gehandel het, of versuim het om te handel, op die advies wat van enige sodanig beleggingsadviseur ontvang is nie.



11.

HUWELIKSERWITUUT

Alle voordele wat enige begunstigde kragtens hierdie trustakte mag ontvang, is vir alle tyd en vir alle doeleindes uitgesluit van enige gemeenskap van goedere of enige wins en verlies.

12.

AANWENDING VAN INKOMSTE

12.1

Alle kostes en uitgawes wettiglik deur die trustees aangegaan in verband met die administrasie van die trust (met inbegrip van die trustees se vergoeding en enige inkomstebelasting wat deur hulle in hulle verteenwoordigende hoedanighede ten opsigte van die inkomste daarvan betaalbaar mag word) sal deur die trustees uit die inkomste van die trustfonds betaal word en die saldo van die oorblywende inkomste word hierinlater na verwys as die "netto inkomste";

12.2

Die trustees het die reg om enige periodieke ontvangste as inkomste te behandel, nieëenstaande dit van kwyndende bates afkomstig is, en is nie verplig om vir die vervanging daarvan voorsiening te maak nie;

12.2

Die trustees sal geregtig wees om op sodanige wyse as wat hulle mag goeëdink te besluit of enige geld as inkomste of kapitaal beskou moet word, insluitende ten opsigte van enige likwidasië-dividend, of terugbetaling van kapitaal, of kapitalisasië van winste in die geval van maatskappye wie se aandele as deel van die trustfonds gehou word, en oor alle ander vraë en sake waaroor twyfel mag bestaan, van watter aard ookal, wat mag ontstaan uit die uitvoering van hierdie trust, en die besluit van die trustees sal finaal en bindend wees en daar sal geen appël daarteen wees nie;

12.4

Wanneer enige gedeelte van die netto inkomste te enige tyd ingevolge hierdie akte aan enige begunstigde uitbetaal word sal die trustees die reg hê om dit in kontant of in goedere te betaal of gedeeltelik in kontant en gedeeltelik goedere.

Die trustees se waardasie van enige bates wat hulle ingevolge hiervan in goedere uitkeer sal finaal en bindend wees vir alle belanghebbendes;



12.5 Onderhewig aan die bepalings van sub-paragraaf 12.6, mag die trustees te enige tyd en van tyd tot tyd en tot met die vestigingsdatum die netto inkomste van die trustfonds betaal of aanwend tot die voordeel van alle of sodanige een of meer van die begunstigdes in sodanige aandele, indien meer as een, en op sodanige wyse en onderhewig aan sodanige voorwaardes en beperkings was wat die trustees van tyd tot tyd in hulle algehele diskresie mag bepaal. In besonder mag die netto inkomste waarop begunstigdes gevestigde regte verkry by wyse van inkomsteverdeling, deur die trustees op leningsrekening gekrediteer word sonder enige verpligting om sodanige inkomste uit te betaal;

12.6 Tot met die vestigingsdatum sal die trustees die mag hê om van tyd tot tyd en te enige tyd deel van die netto inkomste van die trustfonds op te hoop vir aaneenlopende of ononderbroke tydperke soos wat die trustees mag goeddink deur dit en die inkomste wat daaruit ontstaan te belê in enige beleggings hierkragtens gemagtig en enige ophopings aldus gedoen as deel van die trustfonds hou vir al die doeleindes hiervan maar sodat die trustees te enige tyd en van tyd tot tyd in hulle algehele diskresie die geheel of enige gedeelte of gedeeltes van die gesegde ophopings mag aanwend asof dit inkomste was wat in die dan lopende jaar ontstaan het.

13. AANWENDING VAN KAPITAAL

13.1 Die trustees mag te enige tyd en van tyd tot tyd en tot met die vestigingsdatum die geheel of enige gedeelte of gedeeltes van die kapitaal van die trustfonds betaal aan of aanwend tot die voordeel van alle of sodanige een of meer van die begunstigdes in sodanige aandele, indien meer as een, en op sodanige wyse en onderhewig aan sodanige voorwaardes en beperkings as wat die trustees van tyd tot tyd in hulle algehele diskresie mag bepaal;

13.2 Wanneer enige gedeelte van die trustkapitaal te enige tyd ingevolge hierdie akte aan enige begunstigde uitbetaal of oorgedra word, sal die trustees die reg hê om dit in kontant of in goedere te doen of gedeeltelik in kontant en gedeeltelik in goedere. Die trustees se waardasie van enige bates wat hulle ingevolge hiervan in goedere uitkeer sal finaal en bindend wees vir alle belanghebbendes;

13.3 Wanneer enige gedeelte van die trustkapitaal te enige tyd ingevolge sub-paragraaf 13.1 aan enige begunstigde of groep van begunstigdes uitbetaal of oorgedra word kan die trustees in hulle uitsluitlike diskresie bepaal dat dit geag sal word dat die vestigingsdatum ten aansien van sodanige begunstigde of groep begunstigdes aangebreek het en sodanige begunstigde of groep van begunstigdes ten opsigte van wie die trustees aldus bepaal het sal dan, nieteenstaande die bepalings van sub-paragraaf 18.1 geen verdere belang by die trust hê nie.



14. **SKEPPING VAN VERDERE TRUST**

Wanneer die trustees die netto inkomste en/of kapitaal in terme van sub-paragrafe 12.5 en 13.1 hiervan betaal of aanwend, sal hulle geregtig wees om sodanige trusts daarvan te skep vir die voordeel van sodanige begunstigde en/of sy wettige afstammelinge, op sodanige voorwaarde en onderhewig aan sodanige terme en met sodanige magte in elke geval, hetsy soortgelyk aan die hierin vervat aldan nie, sonder om op enige wyse afbreuk te doen aan die algemeenheid van die voorgaande, sal die trustees geregtig wees :

- 14.1 Om voorsiening te maak in sodanige trusts vir 'n vestigingsdatum vroeër of later as die vestigingsdatum vervat in hierdie trust;
- 14.2 Om afsonderlike trustees vir sodanige trust aan te stel en om voorsiening te maak vir die aanstelling van nuwe en verdere trustees daarvan;
- 14.3 Om voorsiening te maak dat sodanige trustees soortgelyke diskresies in verband met die verdeling van die netto kapitaal en/of inkomste van sodanige trusts ten gunste van die begunstigdes daarvan sal hê as wat aan die trustees van hierdie trust verleen is.

15. **ONTHEFFING VAN TRUSTEES**

Die trustees sal onthef wees van enige verdere verantwoordelikheid vir enige deel van die trustfonds wat oorgedra is aan enige begunstigde of aan enige afsonderlike trustees soos vermeld in sub-paragrafe 12.4 , 13.1 en 14.

16. **DISKRESIE VAN TRUSTEES**

Die diskresie wat aan die trustees verleen word in terme van paragrafe 12 tot 14, sal 'n absolute en onbelemmerde diskresie wees en dit sal nie van die trustees verlang word om aan enige begunstigde hierkragtens enige rede of jurisdiksie te verstrek vir die manier waarop enige sodanige diskresie uitgeoefen is nie.



17. BEPERKINGS TEN AANSIEN VAN BEGUNSTIGDES

- 17.1 Die kapitaal en/of inkomste waarop enige begunstigde geregtig is of mag word uit hoofde van die bepalings van hierdie trustakte, sal nie voor die betaling daarvan deur die trustees aan sodanige begunstigde:
- 17.1.1 Sedeerbaar, assigneerbaar of verpandbaar wees deur sodanige begunstigde nie;
- 17.1.2 Vatbaar wees vir beslaglegging deur enige skuldeiser van sodanige begunstigde nie of by sy insolvensie in sy trustee vestig nie.
- 17.2 Indien, voordat enige kapitaal en/of inkomste soos voormeld, aan enige begunstigde betaal word:
- 17.2.1 Hy voorgee of poog om sodanige kapitaal of inkomste of enige deel daarvan te sedeer, assigneer of verpand; of
- 17.2.2 Hy enige handeling, late of regsproses doen of toelaat waardeur sodanige kapitaal of inkomste of enige deel daarvan, behalwe vir die bepalings van hierdie klousule, sou vestig in of betaalbaar sou word aan enige ander persoon of persone; of
- 17.2.3 Hy insolvent verklaar word of hy sy boedel oorgee;

Dan en in enige van die gesegde gevalle sal die reg van die begunstigde op die kapitaal en/of inkomste dadelik en geheel en al eindig en ten einde loop en in die ander begunstigdes vestig asof sodanige begunstigde te sterwe gekom het voordat dit in hom gevestig het, onderhewig aan die voorbehoud dat, nieteenstaande enige iets strydigs hierin vervat of geimpliseer, die trustees die mag sal hê om ten tye daarvan of op enige latere tyd of tye, in hulle eie en absolute diskresie, die kapitaal en/of inkomste of enige deel daarvan waarop sodanige begunstigde geregtig is wees indien sy reg daarop nie geëindig het in ooreenstemming met die bepalings hierbo uiteengesit nie, aan te wend vir die onderhoud, opvoeding, instandhouding of andersins vir die voordeel van alle of enige een of meer van die volgende persone, te wete, die begunstigde wat sy reg verloor het en sy kinders of verdere verwante, indien enige.





18. VESTIGING VAN TRUSTFONDS

18.1 Op die vestigingsdatum sal die trustees die trustfonds of enige deel daarvan wat nie oorgedra of aangewend is kragtens 'n bevoegdheid hierin vervat nie, vir die begunstigdes in trust hou volgens 'n verdeling wat deur **ANDRE ZACHARIAS VAN DER MERWE** testamentêr bepaal mag word na sy uitsluitlike diskresie; en by afwesigheid van enige sodanige testamentêre bepaling gehou word vir die begunstigdes in paragraaf 1.2.2.1 in gelyke dele; met dien verstande dat as enige van hulle voor op op die vestigingsdatum gesterf het dan sal sy aandeel in trust gehou word vir sy wettige kinders deur plaasvervulling per stirpes absoluut, en by gebreke aan enige sodanige wettige kinders, gehou word vir die oorlewendes van hulle absoluut; en met dien verstande verder dat indien die oorlewendes van hulle voor of op die vestigingsdatum gesterf het en wettige kinders nagelaat het, dan aan sodanige wettige kinders by wyse van plaasvervulling per stirpes absoluut; en met dien verstande verder dat indien al die persone na verwys in hierdie paragraaf gesterf het voor of op die vestigingsdatum sodat, behalwe vir hierdie bepaling, nie oor die trustfonds beskik is kragtens hierdie akte nie, dan sal die trustfonds in trust gehou word vir **ANDRE ZACHARIAS VAN DER MERWE** se ab intestate erfgename absoluut.

18.2 Die bevoegdheid om 'n verdeling van trustbates te maak sal in geen opsig op so 'n wyse uitgeoefen word dat dit die effek sal hê dat die persoon of die boedel van sodanige persoon wat oor sodanige reg van verdeling beskik direk of indirek daardeur bevoordeel sal word nie.

19. BETALING VAN KAPITAAL EN INKOMSTE NA DIE VESTIGINGSDATUM

19.1 Indien enige bevoordeelde wat geregtig is op die hele of enige gedeelte van die trustfonds in terme van sub-paragraaf 18.1 hierbo op die vestigingsdatum onder die ouderdom van 25 (vyf en twintig) jaar is, dan sal die kapitaal wat aan hom, haar of hulle betaalbaar is steeds deur die trustees namens sodanige bevoordeelde in trust gehou word onderhewig aan die terme en voorwaardes van hierdie trustakte, en soveel van die inkomste wat daaruit ontstaan as wat die trustees voldoende ag sal gebruik word vir die onderhoud, opvoeding, vooruitgang, voordeel en algemene welvaart van sodanige bevoordeelde. Nieteenstaande enige iets strydigs hierintevore vervat, sal die trustees egter te enige tyd geregtig wees om die betaling van kapitaal wat enige bevoordeelde toekom vir sodanige redes en vir sodanige doeleindes as wat hulle in hulle absolute diskresie mag bepaal, te wysig;



19.2 Enige inkomste wat enige bevoordeelde toekom sal, totdat sodanige bevoordeelde 21 (een en twintig) jaar oud is, deur die trustees aan sy wettige voog betaal word vir die aanwending deur laasgenoemde vir die onderhoud, opvoeding, vooruitgang en algemene welvaart van sodanige bevoordeelde-soos die gemelde voog mag bepaal;

19.3 Indien die trustees in hulle algehele diskresie bepaal dat die inkomste wat enige bevoordeelde ouer as 21 (een en twintig) jaar toekom nie aan sodanige bevoordeelde oorbetaal behoort te word nie, sal die trustees geregtig wees om in plaas van om werklike betaling van sodanige inkomste aan die betrokke bevoordeelde te maak, alle of enige sodanige inkomste namens hom en tot sy voordeel te belê vir solank as wat hulle dit raadsaam ag om so te doen; met dien verstande altyd dat die trustees verplig sal wees om aan die betrokke bevoordeelde sodanige deel van die inkomste wat hom toekom as wat redelikerwys noodsaaklik is vir sy onderhoud en algemene welsyn, oor te betaal; met dien vertande verder dat enige inkomste wat kragtens die bepalings hierintevore uiteengesit namens 'n bevoordeelde opgehoop en belê is, by die afsterwe van sodanige bevoordeelde oorbetaal sal word aan sy boedel.

20. BELASTING

Indien die Oprigter aangeslaan sou word vir belasting ten opsigte van enige inkomste ontvang deur of toegeval aan die trustees, mag die trustees volgens hulle diskresie uit die inkomste van die trust die aangeslane belasting betaal. Die aangeslane belasting sal beteken die verskil tussen die belasting aangeslaan op die Oprigter se inkomste, insluitende inkomste onmiddellik hierbo na verwys, en die belasting wat aangeslaan sou wees met uitsluiting van sodanige inkomste.

21. AANVAARDING VAN SKENKING

Deur die toevoeging van hulle handtekeninge tot die trustakte, aanvaar die trustees die skenking namens die begunstigdes en onderneem hulle om gevolg en uitvoering te gee aan die voorwaardes en bepalings vervat in die trustakte.

Handwritten signatures and initials at the bottom right of the page, including a large circular mark and several sets of initials.

GETEKEN DEUR DIE PARTYE in die teenwoordigheid van die ondergetekende
getuies wat deur die toevoeging van hulle handtekeninge die handtekeninge van elkeen
van die betrokkenes soos uiteengesit in die aanhef van hierdie Trustakte bevestig.

ALDUS GEDOEN te BELLVILLE op hede die 12DE dag van OKTOBER 1995.

AS GETUIES

1. FB

2. Holupessis



ANDRE ZACHARIAS VAN DER MERWE

1. PTB

2. Hypoxis

K.G. Vander Merwe
KIM INGRID VAN DER MERWE

1. Dr. Bader

2. totipotency

HERCULES CHRISTIAAN VAN HEERDEN

Tax Invoice & Statement

Emmanuel & Nokwanda Maluleke

i2 Crowthorne Luxury Apartments
Crowthorne Luxury Apartments
322 Whisken Avenue
Midrand
1632

Entity

Midrand Rental Company (Pty)
Ltd

Property

Crowthorne Luxury
Apartments

Unit No.

12

Recipient VAT No.

--

Recipient Registration No.

--

Deposit

27,077.95

Bank Guarantee

0.00

Statement Date: **21/11/2025** Tax Invoice No: **CEI02EN/202512/1** For the Month: **December 2025**

Date	Allocation	Remarks	Exclusive	Tax	Inclusive
		Balance B/f			16,495.25
01/11/2025	Receipt	CEI02EN Nokwanda M Maluleke (Stmt: 1588)	0.00	0.00	-16,495.25
01/12/2025	Bank Charges Recovery	ATM CASH R7 700.00 FEE	86.24	0.00	86.24
01/12/2025	Bank Charges Recovery	ATM CASH TRANSACTION FEE	4.64	0.00	4.64
01/12/2025	Rent: Residential		15,297.50	0.00	15,297.50
01/12/2025	Refuse Recovery	Recovery - Refuse	271.10	0.00	271.10
01/12/2025	Sanitation Recovery	Recovery - Sanitation	802.39	0.00	802.39
01/12/2025	Recovery Water Demand Lev		74.84	0.00	74.84

R16,536.71 will be recovered by Debit Order FROM First National Bank, Branch No: 250655, Account No: xxxxx4488 on 1st as per agreement.

Arrears/Prepaid			0.00
Current Month Charges	16,536.71	0.00	16,536.71
Amount Due			R16,536.71

Queries	120 Days +	90 Days	60 Days	30 Days	Current
011 300 8702	0.00	0.00	0.00	0.00	16,536.71

Account Name	Bank	Branch No.	Branch Name	Account No.
Midrand Rental Company (Pty) Ltd (Crowthorne Lux)	Nedbank	146905	Business North Rand	1159293767

Payment Reference
CEI02EN



AFFIDAVIT

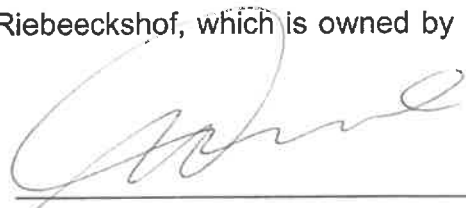
I, the undersigned,

ANDRÉ ZACHARIAS VAN DER MERWE

(Identity Number: 600922 5064 083)

do hereby declare under oath as follows:

1. I am an adult male attorney and a Director of Enderstein Malumbete Incorporated.
2. The facts herein contained are within my own personal knowledge and belief unless the context indicates the contrary, and are both true and correct.
3. I do not own any immovable property and am not responsible for payment of any municipal rates and taxes as I rent the property in which I am residing, namely 38 Landskroon Street, Van Riebeeckshof, which is owned by the Kian Trust.

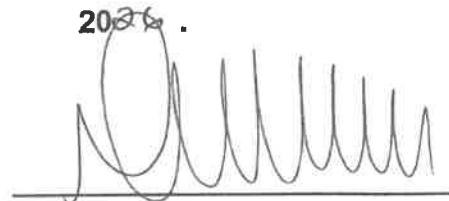


ANDRÉ ZACHARIAS VAN DER MERWE

I certify that the deponent has knowledge that he knows and understand the contents of this affidavit which was signed and sworn to before me at **BELLVILLE** on this 25 day of FEBRUARY 2026.

LEILANI ALLEN

1 HIGH STREET, 2ND FLOOR
ROSENDAL, BELLVILLE, 7530 - WESTERN CAPE
COMMISSIONER OF OATHS / KOMMISSARIS VAN EDE
APPOINTED IN TERMS OF ACT 18 OF 1963
REF. NO: 9/1/8/2



COMMISSIONER OF OATHS

AFFIDAVIT

I, the undersigned,

SEAN WILLIAM PIENAAR
(Identity Number: 810401 5120 084)

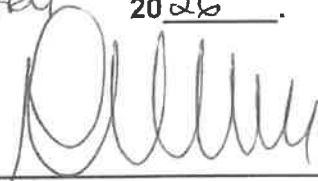
do hereby declare under oath as follows:

1. I am an adult male attorney and a director of Enderstein Van der Merwe Incorporated.
2. The facts herein contained are within my own personal knowledge and belief unless the context indicates the contrary, and are both true and correct.
3. I do not own any immovable property and am not responsible for payment of any municipal rates and taxes.



SEAN WILLIAM PIENAAR

I certify that the deponent has knowledge that he knows and understand the contents of this affidavit which was signed and sworn to before me at **BELLVILLE** on this 25 day of FEBRUARY 2026.



LEILANI ALLEN
COMMISSIONER OF OATHS
1 HIGH STREET, 2ND FLOOR
ROSENDAL, BELLVILLE, 7530 - WESTERN CAPE
COMMISSIONER OF OATHS / KOMMISSARIS VAN EDE
APPOINTED IN TERMS OF ACT 18 OF 1963
REF. NO: 9/1/8/2



CSD REGISTRATION SUMMARY REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0023426	Country of origin	South Africa
Is supplier active?	Yes	International securities identification number	000001625
Supplier type	CIPC Company	South African company/CC registration number	2013/194634/21
Supplier sub-type	Personal Liability Company (Inc)	Have Bank Account	Yes
Legal name	ENDERSTEIN MALUMBETE	Registration date	18 Oct 2013 00:00:00:000
Identification type	South African Company/Close Corporation Registration Number	Restricted Supplier	No
Government breakdown	Personal Liability Companies (Inc)	Restricted Director	No
Business status	In Business	Government Employee	No

PREFERRED CONTACT

Contact type	Administration,Bid Office	Email address	niel@endvdm.co.za
Name(s)	Stephanus Daniel Smith	Telephone number	0219140770
Identification type	South African Identification Number	Cellphone number	0845821191
Prefer communication via email	Yes	Fax number	0864077610

PREFERRED ADDRESS

Address type	Physical	Municipality	City of Cape Town
Address line 1	EDWARD 1,	City	Bellville
Address line 2	116-118 EDWARD STREET	Postal code	7536
Suburb	Oakdale	Ward Number	3
Province	Western Cape	Country	South Africa

PREFERRED ACCOUNT

Account type	Current Accounts	Account holder	ENDERSTEIN VAN DER MERWE INC
Bank	NEDBANK LIMITED	Bank Verification Status	Verification Succeeded
Branch number	118602	Is this a preferred account?	Yes
Branch name	TYGERBERG WINELANDS	Edit date	27 Jan 2016 09:07:38:657
Account number	1066413592	Is the identifier linked at the bank	Yes





CSD REGISTRATION SUMMARY REPORT

TAX

Overall Tax Status	Tax Compliant	Are you Registered with SARS?	Yes
IncomeTaxNumber	9283321181	Is this supplier a VAT vendor?	Yes
VAT number	4750265078	Last validation date	08 Oct 2025 21:54:00:000

SUPPLIER DIRECTOR/MEMBERS

Is there any director whom is restricted?	No	Is there any director who is a government employee?	No
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SUPPLIER COMMODITIES

Commodity family	Legal services;
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B-BBEE INFORMATION

Certificate Type	Sworn Affidavit	Certificate Issue Date	08 Aug 2024 00:00:00:000
Status	Expired	Certificate Expiry Date	07 Aug 2025 00:00:00:000
		Verification Status	Manual verification required

DEMOGRAPHIC INFORMATION

Gender demographics available?	Yes	Youth demographics available?	Yes
Military veteran demographics available?	No	Disabilities demographics available?	No

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.





CSD REGISTRATION SUMMARY REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)

The various possible error messages received from the bank are highlighted in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD difference from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)

RESTRICTION

Restricted Supplier - A supplier is restricted by using the identification number of the entity e.g. CIPC registration -, trust -, Social Development non-profit -, South African ID -, Foreign company registration number or ID number. If there is more than one CSD Supplier profile registered on CSD with the same entity identification number, all those related supplier profiles will be restricted.

Restricted Director - A director/owner is an individual person and is restricted by using the South African ID or Foreign ID number. If a director belongs to different companies and has been restricted, the director will reflect as restricted in all companies where identification number is detected.

Restricted Suppliers & Directors are listed on CSD under Help - [Am I restricted?](#)

