

FIRZT AUCTIONS

**OCCUPIED RETAIL SPACE
WITH 20%+ YIELD**



OFF-SITE & ONLINE AUCTION

WEB REF: CL1344

REGENTS PARK

THURSDAY 29 FEBRUARY 2024 @ 12:30 PM



Thukela Mdingane

076 907 7102 | thukela@firzt.co.za

Michael ILunga

078 036 9615 | michael@firzt.co.za



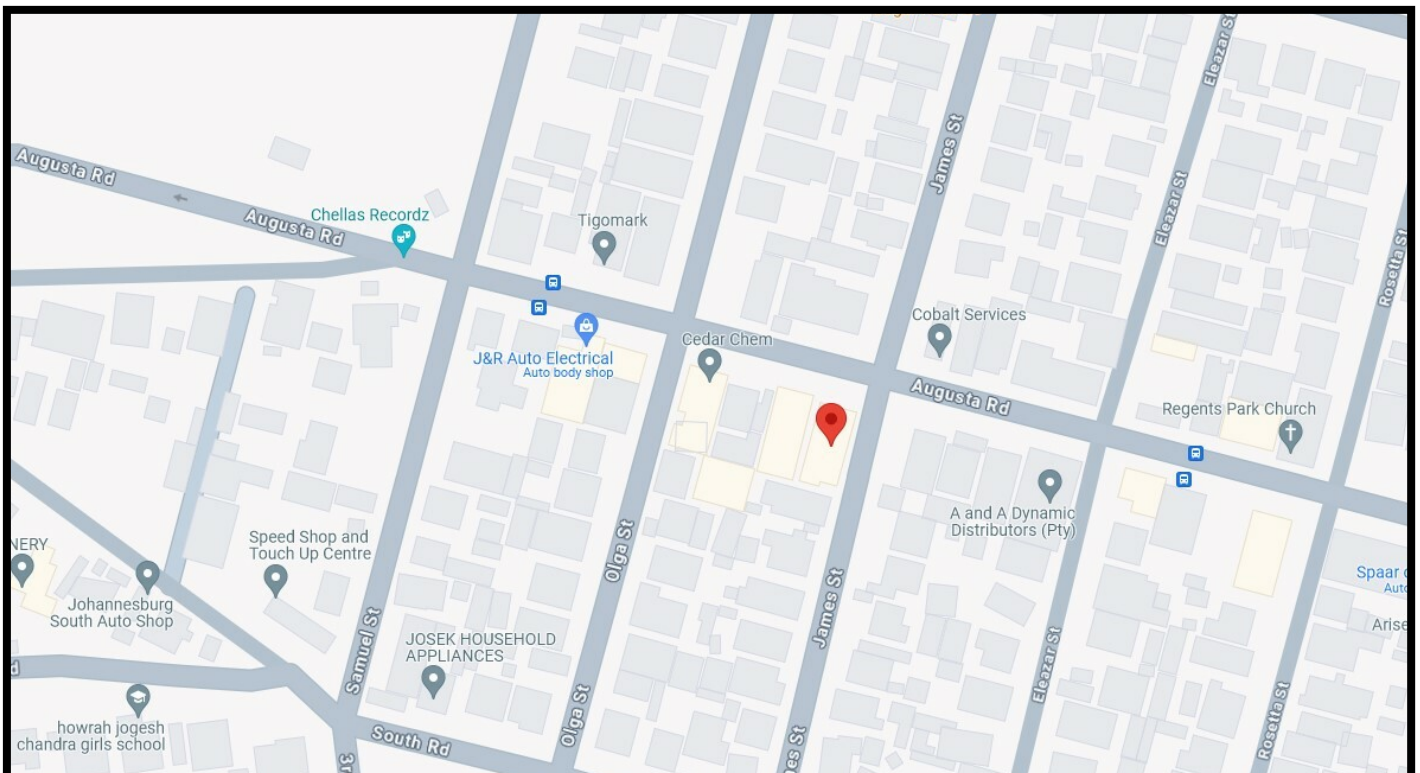
PROPERTY DETAILS



Street Number: 15
Street Name: James Street
Suburb: Regents Park
City: Johannesburg
Province: Gauteng
GPS Co - ordinates: -26.2404° S, 28.0647° E

Legal Description of the Property:

Erf: 94 PTN O
Township: Johannesburg
Land Size: ±480m²



PROPERTY DESCRIPTION SUMMARY



This commercial asset is very well-located!

Situated on the Corner of August Rd & James Street, Regency Park.

Easy access from North Rd and Diagonal Rd and nestled by a residential node.

Currently tenanted by:

- Liquor Shop
- Supermarket
- Church
- Residential Tenant

Currently Gross Income R 33.735.97p/m

A transaction is feasible at a yield of 17%+ p/a

The face-brick building is typically Cash 'n Carry style, with flat aluminium roofing.

Box-shaped building, ideal for traders.

A steady passive income and a solid tenant mix make this property attractive at the correct price level!

Full details available in the bidder's pack.

PROPERTY EXPENSES



| | |
|---------------------|-----------------|
| Rates | ±R2,604p/m |
| Levy | Per Consumption |
| Water & Electricity | Per Consumption |

NEARBY POINTS OF INTEREST



| AMENITY | TYPE | DISTANCE |
|----------------------------------|----------------------|----------|
| Rosettenville | Filling Station | 0.90km |
| Engen Rand Stadium - Toyota | Filling Station | 1.17km |
| Dr Nr Barnes | Hospital/Clinic | 1.15km |
| Solid Waste technoligies SA LTD | Hospital/Clinic | 3.17km |
| SAPS - Moffat View | Police Station | 2.41km |
| Metropolitan SAPS - Johannesburg | Police Station | 3.82km |
| Impala Day Care Centre | Pre-Primary School | 3.09km |
| Laerskool WH Coetzer | Primary School | 0.76km |
| Fusion Secondary School | Secondary School | 0.41km |
| Rosette Ville Junction | Shopping Centre | 1.13km |
| Orchards Plaza Shopping Centre | Shopping Centre | 2.56km |
| School of Engineergin | Tertiary Institution | 3.78km |
| Jeppe College | Tertiary Institution | 3.93km |

OFF-SITE AUCTION ADDRESS



DIRECTIONS TO FIRZT REALTY COMPANY

44 Glenhove Road, Melrose Estate (Entrance on 5th Street).

FROM McDONALD'S ROSEBANK

From corner of Oxford Road and Glenhove Road.



Travel down Glenhove Road towards M1 Highway.



Turn right into 5th Street.

Destination will be on your Right Hand Side.

OR

FROM M1 HIGHWAY

Take Glenhove Road off-ramp towards Rosebank.



Travel up Glenhove Road.



Turn left into 5th Street.

Destination will be on your Right Hand Side.



Will I have to Pay for Outstanding Utilities on the Property?

No. All outstanding rates and taxes, water and electricity, and home owners association or sectional title levies (where applicable), must be paid up by the seller prior to transfer.

Can I get a Bond for Real Estate purchased on Auction?

Yes. However, auctions are non-suspensive transactions and as such your offer at an auction sale cannot be subject to your obtaining a bond. Should you wish to obtain a bond this is acceptable, however it is worth repeating that the sale cannot be subject to your obtaining finance. If, for any reason you are not granted a bond, or do not qualify for the amount to which you have bid, you will still be held liable and responsible to fulfill all your obligations in terms of the agreement signed at the auction.

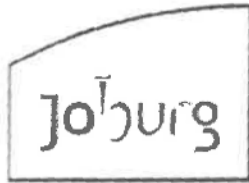
How do I Register to Bid Online or Telephonically?

Click <https://www.firzt.co.za/register-to-bid-online/>
or email register@firzt.co.za for instructions.

Where can I find Auction Rules and T's & C's?

Click <https://www.firzt.co.za/online-and-telephonic-auction-terms-and-conditions/>
and <https://www.firzt.co.za/rules-of-auction/>

UTILITY BILL



a world class African city

021 461 3000

TAX INVOICE
JANET L. PROPERTY LTD
PO BOX 747
BANBURY CROSS
1504

You can contact us in the following ways

- Phone:**
Tel: 0860 55 28 74
Fax: (011) 358-3408/9
- Correspondence:**
P O BOX 5000
JOHANNESBURG
2000
- E-mail:**
joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG 428017912 VAT NO: FICTIVE 428017912
VAT NO: JOHANNESBURG WATER 428017912 VAT NO: CITY POWER 428017912

| | |
|-------------------|------------------|
| Date | 2023/06/05 |
| Statement For | June 2023 |
| Physical Address | 15 JAMES STREET |
| Stand No./Portion | 00000094 - 00000 |
| Township | BANBURY CROSS |

| Stand Size | Number of Dwellings | Date of Valuation | Portion | Municipal Valuation | Region |
|--------------------|---------------------|-------------------|---------|-----------------------------|------------------|
| 485 m ² | 1 | 2018/07/01 | U1 | Market Value R 1,207,000.00 | Region F WARD 87 |

1504/00/09/15

Next Reading Date: 2023/06/12

Receipt: R 16,788.58

UTILITY BILL



Account Number :

| City of Johannesburg Property Rates | VAT 4760117194 | Sub - Total | Total Amount |
|---|----------------|------------------|--------------|
| Category of Property: Property Rates Business R 1,207,000.00 X R 0.0215470 / 12 (Billing Period 2023/06) VAT: 0 % | | 2,167.27 0.00 | 2,167.27 |

| City Power Electricity | VAT 4710191182 | Sub - Total | Total Amount |
|---|----------------|---|--------------|
| (Reading period = 2023/05/01 to 2023/05/31 = 31 days) Meter: 96879821; Register: 1; Multiply factor: 1; Start reading: 224,668.000; End reading: 225,911.000; Difference: 1,243.000; Consumption: 1,243.000; Units: kWh; Type: Actual Readings. Daily average consumption 40.097 kWh Charges for 1,243.000 kWh are based on a sliding scale for a 31 day period Step 1 509.240 kWh @ R 2.3770 (Billing Period 2023/06) Step 2 509.240 kWh @ R 2.6090 Step 3 224.520 kWh @ R 2.7359 Network Surcharge kWh Service charge Network charge VAT: 15.00% | | 3,153.33 74.58 532.72 729.88 673.58 | 5,164.09 |

| Johannesburg Water Water & Sanitation | VAT 4270191077 | Sub - Total | Total Amount |
|---|----------------|--|--------------|
| (Reading period = 2023/03/30 to 2023/05/23 = 55 days) Meter: 211168061; Register: 1; Multiply factor: 1; Start reading: 219.000; End reading: 249.000; Difference: 31.000; Consumption: 31.000; Units: KL; Type: Actual Readings Daily average consumption 0.564 KL Charges for 31.000 KL are based on a sliding scale for a 55 day period Reversal of interim charges Step 1 31.000 KL @ R 52.710 (Billing Period 2023/06) Registered Social Landlord Rebate Demand Management Levy Charges for 31.000 KL are based on a sliding scale for a 55 day period Sewer monthly charge based on Water 17.356 units (Billing Period 2023/06) Sewer monthly charge based on Water 31.000 units (Billing Period 2023/06) Registered Social Landlord Rebate VAT: 15.00% | | -914.67 1,834.01 0.00 274.56 -654.03 1,221.71 0.00 226.66 | 1,760.86 |

| PIKITUP Refuse | VAT 4790191292 | Sub - Total | Total Amount |
|-----------------------------------|----------------|-----------------|--------------|
| City cleaning levy VAT: 15.00% | | 213.00 31.95 | 244.95 |

| City of Johannesburg Sundry | VAT 4760117194 | Sub - Total | Total Amount |
|---|----------------|---|--------------|
| Surcharge on business services, excluding property rates Surcharge on business services, excluding property rates Surcharge on business services, excluding property rates Surcharge on business services, excluding property rates VAT: 15.00% | | -31.98 57.11 88.32 4.26 17.65 | 135.36 |

| | |
|---------------------------------|----------------|
| Current Charges (Including VAT) | 9472.53 |
|---------------------------------|----------------|

DISCLOSURE FORM



FIRZT

DISCLOSURE DOCUMENT

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE/AUCTION/RENTAL OF ANY IMMOVABLE PROPERTY

1. DISCLAIMER

This condition report concerns the immovable property situated at: ERF 94, 15 JAMES STREET (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the Property Practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2. DEFINITIONS

In this form –

2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3. DISCLOSURE OF INFORMATION

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed Property Practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale/auction/rental of the Property. The owner undertakes to advise Firzt or any relevant party to any changes made to the property or any information that would affect the selling process.

4. PROVISION OF ADDITIONAL INFORMATION

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5. STATEMENTS IN CONNECTION WITH PROPERTY

| | YES | NO | N/A |
|---|-----|----|-----|
| I am aware of the defects in the roof | | X | |
| I am aware of the defects in the electrical systems | | X | |
| I am aware of the defects in the plumbing system, including in the swimming pool/pool light (if any) | | X | |
| I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers | | X | |
| I am aware of the defects in the septic or other sanitary disposal systems | | X | |
| I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps | | X | |
| I am aware of structural defects in the Property | | > | |
| I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property | | > | |
| I am aware that remodelling and refurbishment have affected the structure of the Property | | X | |
| I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained | | | X |
| I am aware that a structure on the Property has been earmarked as a historic structure or heritage site | | X | |
| I am aware of internal prefabricated / dry walling | X | | |
| I am aware of broken windows / doors (internal and external) | | X | |
| I am aware of water pressure issues | | X | |
| I am aware of guttering in poor condition | | X | |
| I am aware of any termite / insect infestations | | X | |
| I do have approved building plans | X | | |
| I am aware that the tennis court is in a poor condition | | X | |
| I am aware of restrictions on selling the property (i.e interdicts, insolvency) | | | X |
| I am aware of billing issues with regard to the local council / body corporate / home owners association | | X | |
| I have the Title Deeds for the property | X | | |
| If not where are the Title Deeds kept | | | |

| | |
|------------------|------------|
| Seller: <u>S</u> | Purchaser: |
|------------------|------------|

Personal Touch | Professional Approach

Johannesburg Head Office • Tel: +27 011 731 0300 • 44 Glenhove Road, Melrose Estate
 Firzt Realty Pty Ltd • Reg. No. 2018/320390/07 • E-mail: jhb@firzt.co.za • www.firzt.co.za • Registered with the PPRA
 Firzt Realty (Pty) Ltd operates an active Trust Account registered with a South African banking institution
 Directors: Doreen Zaslansky CEO • Solomon Zaslansky FD • Faryl Zaslansky • Portia Tau-Sekati

DISCLOSURE FORM



| | | | |
|--|--|-------------------------------------|-------------------------------------|
| Circle if any of the following are applicable to your garden: Cycads (staying/removing), known alien/invasive species, borehole, water feature, garden lights, irrigation | Specify if any items are not in working condition: | | |
| Circle if any of the following are applicable to your property: Electric fence, motorised gate, motorised garage, intercom, burglar bars, generator, inverter, external beams, internal/external door keys, door remotes, geysers (no. ___) | Specify if any items are not in working condition: | | |
| SELLERS PERSONAL DISCLOSURE Marital Status: Single / In Community / ANC / Customary / Foreign Marriage | YES | NO | N/A |
| I have a current registered <u>bond or facility</u> over the property. Held at _____ bank | | <input checked="" type="checkbox"/> | |
| I have given my bank notice/restructured my facility | | | <input checked="" type="checkbox"/> |
| I have never been insolvent. If NO when were you rehabilitated? | | | <input checked="" type="checkbox"/> |
| My income tax up to date | <input checked="" type="checkbox"/> | | |
| I am a foreign resident | | <input checked="" type="checkbox"/> | |
| BUSINESS DISCLOSURE | | | |
| Is the Property sold in the ordinary course of the seller/s business? (i.e. property investor) | <input checked="" type="checkbox"/> | | |
| Is the <u>property trading</u> company registered for VAT. If yes, is the price to be reflective as inclusive or exclusive of VAT | <input checked="" type="checkbox"/> | | |
| ADDITIONAL INFORMATION | | | |
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6. **OWNER'S CERTIFICATION**
The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at date when the owner signs this report.
7. **CERTIFICATION BY PERSON SUPPLYING INFORMATION**
If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she supplied the correct information on which the owner relied for the purpose of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.
8. **NOTICE REGARDING ADVICE OR INSPECTIONS**
Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale/auction/rental to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.
9. **BUYER'S ACKNOWLEDGEMENT**
The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.
10. **PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013 (POPIA)**
 - 10.1 The parties' consent in terms of the Protection of Personal Information Act No. 4 of 2013 ("POPIA"), to the collecting, storing and processing their personal information for the purpose of giving effect to this Disclosure Document / Property Condition Report and any matters ancillary thereto.
 - 10.2 The Seller agrees that the personal information referred to above may be shared with prospective purchasers of the Property and any other role players, including but not limited to the Agents internal staff.
 - 10.3 The Agency shall retain the parties' personal information for only as long as is necessary to give effect hereto and in compliance with POPIA and with any legislation such as FICA and the Property Practitioners Act.
 - 10.4 The parties have the right to object to the collection, processing and/or retention of personal information and have the right to request that personal information be corrected or deleted or to lodge a complaint with the Information Regulator.

The prospective buyer/lessee acknowledges receipt of a copy this statement.

11. SIGNATURES

Signed at RANDBURG on 23 Oct 2023

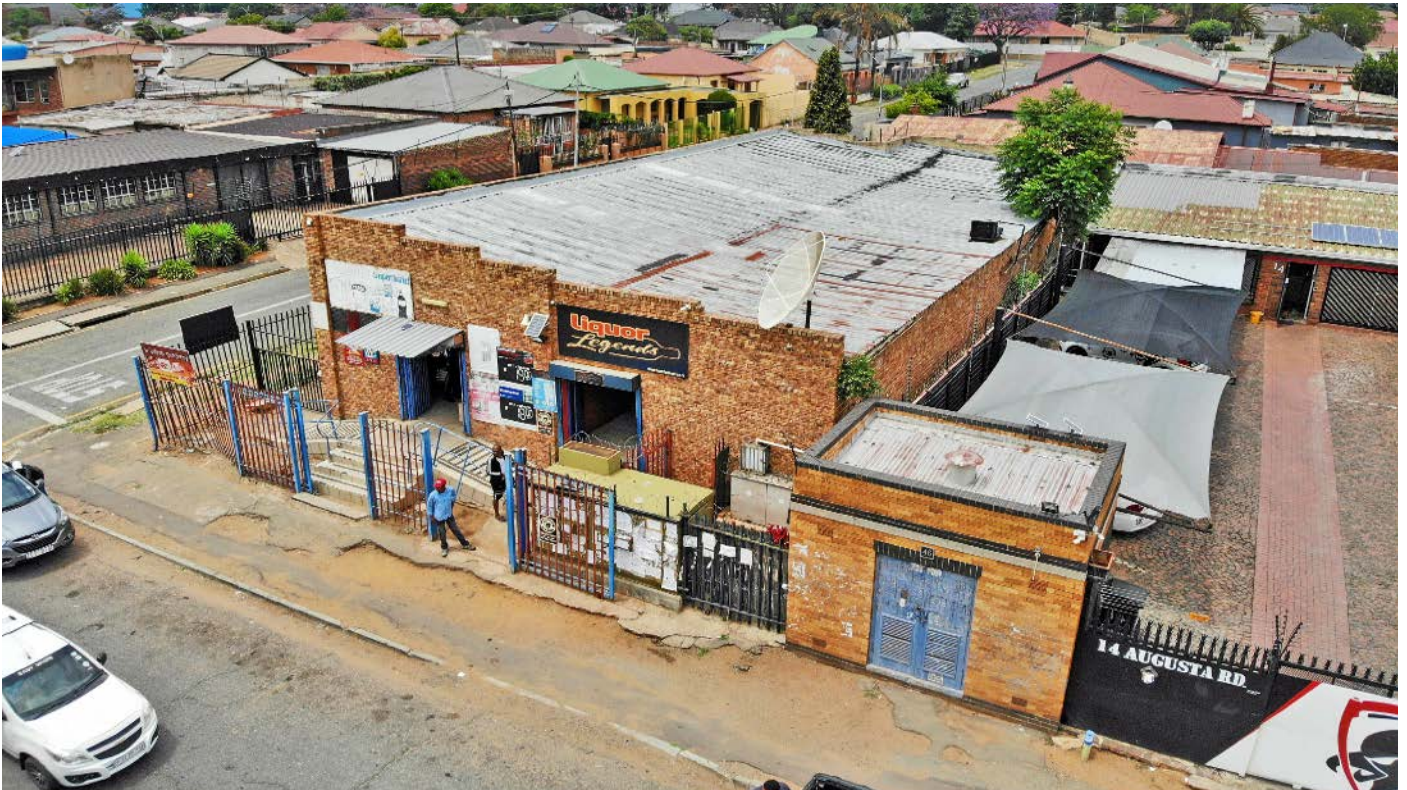
Signature: Owner(s) / Landlords(s) _____

Signature: Purchaser(s) / Lessee(s) _____

Signature: Property Practitioner(s) _____

| | |
|------------------|------------|
| Seller: <u>S</u> | Purchaser: |
|------------------|------------|

PROPERTY PICTURES



PROPERTY PICTURES



PROPERTY PICTURES



HOW THE AUCTION PROCESS WORKS



Arrive at the venue up to an hour prior to the Auction.



Sign the Bidders' Registration form and provide FICA documentation.



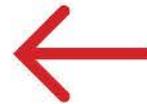
Obtain a bidder's number card.



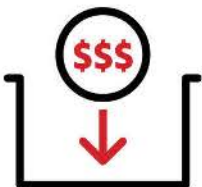
The highest bidder completes the Auction Sales Agreement.



AUCTION TIME!!!



Familiarize yourself with the Bidders Information Pack.



A 15% deposit must be paid into FIRZT's Trust account prior to leaving the auction.



The sale is subject to confirmation by the seller within **3** business days



From date of acceptance, the purchaser must provide guarantees for the outstanding balance to the attorneys within 21 business days.



It's time for the new owner to take occupation.



The property is **SOLD!**

ON-SITE AUCTION DAY PROCESS



- Registration opens one hour prior to start of auction.
- In order to bid on a property you need to sign our bidder's registration form and provide FICA docs (copy of ID, proof of residence and if applicable - authority to sign on behalf of a legal entity)
- After registration you will receive a bidder's card reflecting a bidder's number which is required for the auctioneer to recognize your bid.
- Bid by displaying your bidder's card to the auctioneer.
- The Bidder's Price excludes the Buyer's premium of 10%, plus VAT.
- The highest bidder shall immediately and on-site sign the Auction Sales Agreement in his/her personal capacity (together with spouse where necessary) or as a representative of a legal entity.
- The Auction Sales Agreement may not be altered in any way.
- A down payment of 15% is payable immediately, which is made up of the Buyer's premium plus VAT as well as a 3.5% deposit on the Bidder's Price.

EXAMPLE

| | R |
|-------------------------------|------------------|
| Highest Bidder's price: | 1 000 000 |
| Buyer's Premium | 100 000 |
| VAT of 15% on Buyer's Premium | 15 000 |
| Full Purchase Price | 1 115 000 |

15% Down Payment, made up as follows:

| | |
|---|----------------|
| Buyer's Premium (10% of Bidder's Price) | 100 000 |
| VAT of 15% on Buyer's Premium | 15 000 |
| 3.5% deposit on the Bidder's Price | 35 000 |
| | 150 000 |

-
- All offers are subject to a 3 day confirmation period.
 - On confirmation by the Seller(s) all sales are final.
 - The balance of the Purchase Price shall be paid to the conveyancers by the Purchaser, within 21 business days of the signature date by way of electronic funds transfer (EFT) or secured by a written guarantee from a registered bank or financial institution.
 - Transfer Duty shall be calculated on the Full Purchase Price.
 - Should you require any further Information or clarity on the above please contact the Auction Broker.