

**NOTICE OF LAND DEVELOPMENT APPLICATION TO INTRESTED AND AFFECTED PARTIES FOR COMMENT**

**Neem asseblief kennis dat hierdie kennisgewing in Afrikaans hieronder volg.**

**The Body Corporate**

**Sectional Title Scheme: Leopard Tree Corner**

**P O Box 699**

**FRANSCHHOEK**

**7690**

**Attention: Ms F Coetzee**

The following land use application in terms of the Stellenbosch Land Use Planning Bylaw, 2015, refers:

Application Property Address: **13 Main Road, Franschhoek, 7690**

Application Property Number: **The Remainder of Erf 140 Franschhoek**

Applicant: **David Hellig and Abrahamse Professional Land Surveyors  
Tel: 021 872 4086  
Email: plan@dhaa.co.za**

Owner: **Messrs Transnet Ltd and leased to Messrs Green Willows Properties 302 (Pty) Ltd**

Application Reference: **LU/12194**

Application Type: **Registration of a Sub-Lease Area**

Detailed description of land use or development proposal, including its intent and purpose:

**Application is made in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 as follows:**

- a) Sub-Lease Area No 4, measuring 6 519 square metres in extent, is to be registered over a portion of the Remainder of Erf 140 Franschhoek as indicated on the enclosed Lease Area Plans No 1 and 1P.**

Notice is hereby given in terms of the provisions of Section 46 of the said Bylaw that the above-mentioned application has been submitted to the Stellenbosch Municipality for consideration. The application is available for inspection on the Planning Portal of the Stellenbosch Municipal Website for the duration of the public participation process at the following address: <https://www.stellenbosch.gov.za/planning/documents/planning-notices/land-use-applications-advertisements>. If the website or documents cannot be accessed, an electronic copy of the application can be requested from the Applicant.

You are hereby invited to submit comments and / or objections on the application in terms of Section 50 of the said bylaw with the following requirements and particulars:

- The comments must be made in writing;
- The comments must refer to the Application Reference Number and Address,
- The name of the person that submits the comments;
- The physical address and contact details of the person submitting the comments;
- The interest that the person has in the subject application;
- The reasons for the comments, which must be set out in sufficient detail in order to:
  - Indicate the facts and circumstances that explain the comments;
  - Where relevant demonstrate the undesirable effect that the application will have if approved;
  - Where relevant demonstrate any aspect of the application that is not considered consistent with applicable policy; and
  - Enable the applicant to respond to the comments.

The comments must be addressed to the applicant by electronic mail as follows:

**David Hellig and Abrahamse Professional Land Surveyors**  
**Email: [plan@dhaa.co.za](mailto:plan@dhaa.co.za)**

The comments must be submitted within **30 days** from the date of this notice to be received on or before the closing date of **17-03-2021**.

It should be noted that the Municipality, in terms of Section 50(5) of the said Bylaw, may refuse to accept any comments/ objection received after the closing date.

For any enquiries on the Application or the above requirements, or if you are unable to write and /or submit your comments as provided for, you may contact the Applicant for assistance at the e-mail address provided or telephonically at **021 872 4086** during normal office hours.

Yours faithfully

DAVID HELLIG AND ABRAHAMSE



**PER : M BOTHA**

**AFRIKAANSE WEERGAWE VAN ADVERTENSIE:**

**KENNISGEWING VAN GROND ONTWIKKELINGS AANSOEK AAN GETRESEERDE EN GEAFFEKTEERDE PARTYE VIR KOMMENTAAR.**

**Die Regspersoon**

**Deelfitelskema: Leopard Tree Corner**

**Posbus 699**

**FRANSCHHOEK**

**7690**

**Aandag: Me F Coetzee**

Die volgende grondgebruiksaansoek in terme van Stellenbosch se Verordeninge op Grondgebruikbeplanning, 2015, verwys:

Adres van aansoek eiendom:	<b>Hoofstraat 13, Franschhoek, 7690</b>
Aansoek eiendom beskrywing:	<b>Die Restant van Erf 140 Franschhoek</b>
Aansoeker:	<b>David Hellig en Abrahamse Professionele Landmeters Tel: 021 872 4086 E-pos: plan@dhaa.co.za</b>
Eienaar:	<b>Mnre Transnet Bpk en verhuur aan Mnre Green Willows Properties 302 (Edms) Bpk</b>
Aansoek Verwysing:	<b>LU/12194</b>
Tipe Aansoek:	<b>Registrasie van 'n Onderhuurarea</b>

Besonderhede van die grondgebruiksaansoek, insluitende die doel en uitkoms:

**Aansoek word gedoen ingevolge Artikel 15(2)(d) van die Stellenbosch Verordening op Munisipale Grondgebruikbeplanning, 2015 soos volg:**

- a) Onderhuurarea No 4, met 'n grootte van 6 519 vierkante meter, moet geregistreer word oor 'n gedeelte van die Restant van Erf 140 Franschhoek, soos aangedui op die aangehegde Huurarea Planne No 1 en 1P.**

Kennis word hiermee gegee in terme van die voorskrifte van die Artikel 46 van die genoemde Verordeninge dat bovermelde aansoek by die Stellenbosch Munisipaliteit ingedien is vir oorweging. Die aansoek is beskikbaar vir insae op die Beplannings Portaal van die Stellenbosch Munisipaliteit se Webtuiste vir die tydsduur van die publieke deelname proses by die volgende adres: [<https://www.stellenbosch.gov.za/planning/documents/planning-notice/land-use-applications-advertisements>]. Indien die webtuiste of tersaaklike dokumente nie toeganklik is nie, kan die Aansoeker versoek word om 'n elektroniese kopie van die aansoek beskikbaar te stel.

Kommentaar en/ of besware kan vervolgens gedien word op die aansoek in terms van Artikel 50 van die tersaaklike Verordening wat die volgende vereistes en besonderhede moet bevat:

- Die kommentaar moet skriftelik wees;
- Die kommentaar moet die aansoek se verwysings nommer en adres insluit;
- Die naam van die persoon wat die kommentaar lewer;
- Die fisiese adres en kontak besonderhede van die persoon wat die kommentaar lewer.
- Die belang wat die persoon wat die kommentaar lewer, in die aansoek het.
- Die redes vir die kommentaar wat gelewer word, welke redes genoegsame besonderhede moet bevat ten opsigte van die volgende aspekte:
  - Die feite en omstandighede aantoon wat die die kommentaar toelig;
  - Indien toepaslik, aantoon wat die onwenslike resultaat sal wees indien die aansoek goedgekeur word;
  - Waar toepaslik moet aangetoon word indien enige aspek van die aansoek strydig geag word met enige relevante beleid;
  - Dat die insette voldoende inligting sal gee wat die aansoeker in staat sal stel om kommentaar daarop te lewer.

Die kommentaar moet by wyse van elektroniese pos aan die Aansoeker gestuur word as volg:

**David Hellig en Abrahamse Professionele Landmeters**  
**E-pos: [plan@dhaa.co.za](mailto:plan@dhaa.co.za)**

Die kommentaar moet binne **30 dae** vanaf die datum van hierdie kennisgewing gestuur word en moet ontvang word voor of op die laaste dag van die sluitingsdatum van **17-03-2021**.

Daar moet kennis geneem word dat die Munisipaliteit, in terme van Artikel 50(5) van die vermelde Verordeninge, mag weier om enige kommentaar / beswaar te aanvaar wat na die sluitingsdatum ontvang word.

Indien daar enige navrae op die aansoek of bovermelde vereistes vir die lewer van kommentaar is, of indien dit nie moontlik is om geskrewe kommentaar te lewer of die kommentaar op die wyse te lewer soos voorsiening gemaak is nie, kan die Aansoeker geskakel word vir bystand by die vermelde elektroniese pos adres of telefonies by **021 872 4086** gedurende normale kantoor ure.

Die uwe

DAVID HELLIG EN ABRAHAMSE



**PER : M BOTHA**





**FNB**

## NOTIFICATION OF PAYMENT

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

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Date Actioned	: 2020/11/20
Time Actioned	: 14:08:36
Trace ID	: T6ZFZVYG

### Payer Details

Payment From	: David Hellig And Abrahamse
Cur/Amount	: 5,000.00

### Payee Details

Recipient/Account No	: 253684
Name	: Stellenbosch Mun
Bank	: FNB/RMB
Branch Code	: 210554
Reference	: LU/12194 Erf 140 FH

END OF NOTIFICATION

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To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select the "Verify Payment" link and follow the on-screen instructions.

Our customer (the payer) has requested First National Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

### Disclaimer:

The information contained in this e-mail is confidential and may contain proprietary information. It is meant solely for the intended recipient. Access to this e-mail by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this, is prohibited and may be unlawful. No liability or responsibility is accepted if information or data is, for whatever reason corrupted or does not reach its intended recipient. No warranty is given that this e-mail is free of viruses. The views expressed in this e-mail are, unless otherwise stated, those of the author and not those of FirstRand Bank Limited or its management. FirstRand Bank Limited reserves the right to monitor, intercept and block e-mails addressed to its users or take any other action in accordance with its e-mail use policy. Licensed divisions of FirstRand Bank Limited are authorised financial service providers in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.

## Salome Newman

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**From:** Salome Newman  
**Sent:** 20 November 2020 12:04 PM  
**To:** Marnus Botha (plan@dhaa.co.za)  
**Subject:** Erf 140, Franschhoek  
**Attachments:** SMFD-Eikest20112012160.pdf

Good day

Pre-scrutiny of your documentation as submitted on 20 November 2020 has been completed. The documentation is considered complete and you may now pay the following fees into Council's bank account within the next two (2) working days. Please provide this office with a copy of your proof of payment. Should the payment of fees not reflect in Council's bank account within three (3) working days from the date of this notification, all documentation will be discarded.

See attached invoice for payment.

FIRST NATIONAL BANK  
Account Holder: Stellenbosch Municipality  
Primary Bank Account – 62869253684  
Branch code - 210554  
REF: LU/12194



*Regards / Groete,*  
**Salome Newman**  
Admin Officer  
**Planning and Economic Development**

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T: +27 21 808 8659 | F: +27 21 886 6899  
Plein Street, Stellenbosch, 7600  
[www.stellenbosch.gov.za/planning](http://www.stellenbosch.gov.za/planning)



Disclaimer and confidentiality note: The legal status of this communication is governed by the terms and conditions published at the following link:  
[http://www.stellenbosch.gov.za/main\\_pages/disclaimerpage.htm](http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm)



## Bulelwa Mdoda

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**From:** Robert Fooy  
**Sent:** 20 November 2020 08:39 AM  
**To:** Bulelwa Mdoda  
**Subject:** FW: PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK  
**Attachments:** PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK; RE: PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK

FYI

**From:** Marnus Botha <plan@dhaa.co.za>  
**Sent:** Wednesday, 18 November 2020 17:46  
**To:** Robert Fooy <Robert.Fooy@stellenbosch.gov.za>  
**Cc:** Stiaan Carstens <Stiaan.Carstens@stellenbosch.gov.za>; Chrizelle Kriel <Chrizelle.Kriel@stellenbosch.gov.za>; David Hellig <DAVID@dhaa.co.za>; Spencer Dreyer <Spencer@dhaa.co.za>  
**Subject:** [EX] RE: PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK

Our Ref: P2434/90(100)N2

Hi Robert

**APPLICATION IN TERMS OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW, 2015:  
PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140  
FRANSCHHOEK**

Your below email of this afternoon refers.

Please advise why the Application again needs be submitted to [Landuse.applications@stellenbosch.gov.za](mailto:Landuse.applications@stellenbosch.gov.za), since it was in fact emailed to this email address on 02-07-2020 and duly acknowledged by Ms Bulelwa Mdoda on 03-07-2020; copies of the emails being attached herewith for your ease of reference.

I look forward to hearing from you soonest.

Kind regards

**Marnus Botha**  
Candidate Planner C/8375/2016

**David Hellig and Abrahamse**  
**Professional Land Surveyors**  
258 Main Street  
PAARL 7646  
P O Box 18 PAARL 7622  
Telephone : (021) 872 4086  
Email : [plan@dhaa.co.za](mailto:plan@dhaa.co.za)  
Website : [www.dhale.co.za](http://www.dhale.co.za)

**From:** Robert Fooy <[Robert.Fooy@stellenbosch.gov.za](mailto:Robert.Fooy@stellenbosch.gov.za)>

**Sent:** Wednesday, 18 November 2020 14:22

**To:** David Hellig <[DAVID@dhaa.co.za](mailto:DAVID@dhaa.co.za)>; Spencer Dreyer <[Spencer@dhaa.co.za](mailto:Spencer@dhaa.co.za)>

**Cc:** Stiaan Carstens <[Stiaan.Carstens@stellenbosch.gov.za](mailto:Stiaan.Carstens@stellenbosch.gov.za)>; Chrizelle Kriel <[Chrizelle.Kriel@stellenbosch.gov.za](mailto:Chrizelle.Kriel@stellenbosch.gov.za)>

**Subject:** RE: PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK

Afternoon David and Spencer

Please formally submit this application via the email address below so that an invoice can be generated and the application can be processed.

[Landuse.applications@stellenbosch.gov.za](mailto:Landuse.applications@stellenbosch.gov.za)



*Kind regards,*

**Robert Fooy**

Senior Town Planner: Land Use Management  
Department: Planning & Economic Development

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T: +27 21 808 8680

Email: [robert.fooy@stellenbosch.gov.za](mailto:robert.fooy@stellenbosch.gov.za)

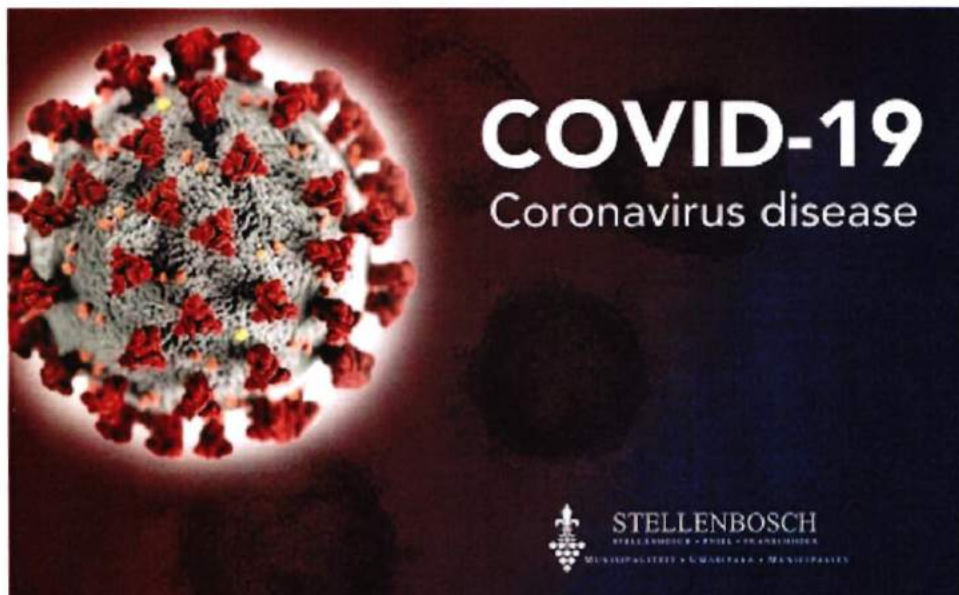
3<sup>rd</sup> Floor, Stellenbosch Mall  
Aandringa Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



[www.facebook.com/stellenboschmunicipality](https://www.facebook.com/stellenboschmunicipality)

[twitter.com/StellMun](https://twitter.com/StellMun)



Visit the dedicated COVID-19 page on our municipal website for information on this disease:  
<https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999



## PLANNING & ECONOMIC DEVELOPMENT

LAND USE APPLICATION – CHECK LIST				Date	02-07-2020	
Erf/Erven/ Farm no	140	Portion(s) if farm		Allotment Area	Franschhoek	
Owner/ Applicant	David Hellig and Abrahamse Land Surveyors		Contact number		021 872 4086	
Email address	plan@dhaa.co.za					
INDICATE WHICH OF THE FOLLOWING FORM PART OF THE DOCUMENTATION				OWNER/APPLICANT TO INDICATE		CUSTOMER INTERFACE VERIFY <input checked="" type="checkbox"/> *
				YES	NO	
1. Application form completed in full and signed?				X		
2. Correct copy of the Title Deed of the property?				X		
3. Motivation attached?				X		
4. Site Development Plan A4/A3 size in colour?					N/A	
5. Property Registered in a Trust or Company – Power of Attorney as well as Trust / Company Resolution				X		
6. Neighbours Consent Forms (completed in full and signed)					N/A	
7. Five (5) sets of copies of all documentation (One set for permanent departure applications)				X		
SIGNED BY OWNER/APPLICANT						
VERIFIED & SIGNED BY CUSTOMER INTERFACE OFFICER						

\*Verification only of the documentation attached and not the completeness or correctness of that documentation.

\*\*Please note that your documentation is not considered as a submitted application until such time as it has been scrutinized, all initial outstanding information (if any) has been submitted and payment is reflected in Council's bank account.

\*\*\*Should the initial outstanding information and/or payment of fees not be received within the timeframe that will be communicated to you, all documentation will be discarded.





# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

<b>LAND USE PLANNING APPLICATION FORM 2017</b>									
(Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015) and other relevant legislation)									
<b>KINDLY NOTE:</b> Please complete this form using BLOCK letters and ticking the appropriate boxes.									
<b>PART A: APPLICANT DETAILS</b>									
First name(s)	<b>Marnus</b>								
Surname	<b>Botha</b>								
Company name (if applicable)	<b>David Hellig and Abrahamse Professional Land Surveyors</b>								
Postal Address	<b>P O Box 18</b>								
	<b>Paarl</b>	Postal Code	<b>7622</b>						
Email	<b>plan@dhaa.co.za</b>								
Tel	<b>021 872 4086</b>	Fax	<b>N/A</b>				Cell	<b>N/A</b>	
<b>PART B: REGISTERED OWNER(S) DETAILS</b> (if different from applicant)									
Registered owner(s)	<b>Messrs Transnet Ltd</b>								
Physical address	<b>Waterfall Business Estate</b>								
	<b>9 Country Estate Drive, Midrand</b>	Postal code	<b>1662</b>						
E-mail	<b>enquiries@transnet.net</b>								
Tel	<b>011 308 300</b>	Fax	<b>N/A</b>				Cell	<b>N/A</b>	
<b>PART C: PROPERTY DETAILS</b> (in accordance with title deed)									
Erf No.	<b>140</b>	Portion(s) if Farm		Allotment area	<b>Franschhoek</b>				
Physical Address	<b>Intersection of Main Road and the extension of Cabriere Street</b>								
	<b>Franschhoek</b>								
	<b>7690</b>								
Current Zoning	<b>Industrial and Mixed Use Zones</b>	Extent	<b>3,0485 ha</b>	Are there buildings?	existing	<b>Y</b>	<b>N</b>		
Applicable Zoning Scheme	<b>Stellenbosch Municipality Zoning Scheme By-Law, 2019</b>								
Current Land Use	<b>La Gare Shopping Centre and Franschhoek Wine Tram Station</b>								
Title Deed number and date	<b>T</b>	<b>5848/1905</b>							
Attached Conveyance's Certificate	<b>Y</b>	<b>N</b>	Any Restrictions into the Attached Conveyance's Certificate? If yes, please list condition(s) as per certificate						
Are the restrictive conditions in	<b>Y</b>	<b>N</b>	If Yes, list the party(ies):						

favour of a third party(ies)?									
Is the property encumbered by a bond?	Y	N	If Yes, list the bondholder(s): <b>Messrs Nedbank Ltd</b>						
Is the property owned by Council?	Y	N	If Yes, kindly <u>attach a power of attorney</u> from the Manager Property Management						
Is the building located within the historical core?	Y	N	Is the building older than 60 years?	Y	N	Is the application triggered by the National Heritage Resources Act, 1999 (Act 25 of 1999) <sup>1</sup>	Y	N	If Yes, kindly indicate which section are triggered and attached the relevant permit if applicable.
Any existing unauthorized buildings and/or land use on the subject property(ies)? <b>See attached letter.</b>	Y	N	If yes, is this application to legalize the building / land use <sup>2</sup> ?				Y	N	
Are there any pending court case(s) / order(s) relating to the subject property(ies)?	Y	N	Are there any land claim(s) registered on the subject property(ies)?				Y	N	

**PART D: PRE-APPLICATION CONSULTATION**

Has there been any pre-application consultation?	Y	N	If Yes, please attach the minutes of the pre-application consultation.
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**PART E: LAND USE PLANNING APPLICATIONS AND APPLICATION FEES PAYABLE****APPLICATIONS IN TERMS OF SECTION 15 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015)**

Tick	Type of application: <i>Cost are obtainable from the Council Approved tariffs<sup>3</sup></i>
	15(2)(a) Rezoning of Land
	15(2)(b) a permanent departure from the development parameters of the zoning scheme
	15(2)(c) a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;
<b>X</b>	<b>15(2)(d) a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;</b>
	15(2)(e) a consolidation of land that is not exempted in terms of section 24;
	15(2)(f) a removal, suspension or amendment of restrictive conditions in respect of a land unit;
	15(2)(g) a permission required in terms of the zoning scheme;
	15(2)(h) an amendment, deletion or imposition of conditions in respect of an existing approval;
	15(2)(i) an extension of the validity period of an approval
	15(2)(j) an approval of an overlay zone as contemplated in the zoning scheme;
	15(2)(k) an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram ;
	15(2)(l) a permission required in terms of a condition of approval;
	15(2)(m) a determination of a zoning;
	15(2)(n) a closure of a public place or part thereof;
	15(2)(o) a consent use contemplated in the zoning scheme;
	15(2)(p) an occasional use of land;

<sup>1</sup> All applications triggered by section 38(1)(a)-(e) in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999) may not be processed without a permit issued by the relevant department

<sup>2</sup> No application may be submitted to legalize unauthorised building work and or land use on the property if a notice have been served in terms of Section 87(2)(a), and until such time a Section 91 Compliance Certificate have been issued in terms of the Stellenbosch Land Use Planning By-law (2015)

<sup>3</sup> <http://www.stellenbosch.gov.za/documents/idp-budget/2017-2/4873-appendix-3-tariff-book-2017-2018/file>



	15(2)(q) to disestablish a home owner's association
	15(2)(r) to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services;
	15(2)(s) a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building.
	15(2)(6) When the Municipality on its own initiative intends to conduct land development or an activity
	15(2)(l) Amendment of Site Development Plan
	15(2)(l) Compilation / Establishment of a Home Owners Association Constitution / Design Guidelines

**OTHER APPLICATIONS**

	Deviation from Council Policies/By-laws;	R
	Other (specify) : _____	R
<b>TOTAL A:</b>		<b>R</b>

**PRESCRIBED NOTICE AND FEES\*\* (for completion and use by official)**

Tick	Notification of application in media	Type of application	Cost
	<b>SERVING OF NOTICES</b>	Delivering by hand; registered post; data messages	R
	<b>PUBLICATION OF NOTICES</b>	Local Newspaper(s); <i>Provincial Gazette</i> ; site notice; Municipality's website	R
	<b>ADDITIONAL PUBLICATION OF NOTICES</b>	Site notice, public meeting, local radio station, Municipality's website, letters of consent or objection	R
	<b>NOTICE OF DECISION</b>	<i>Provincial Gazette</i>	R
	<b>INTEGRATED PROCEDURES</b>	T.B.C	R
<b>TOTAL B:</b>			<b>R</b>
<b>TOTAL APPLICATION FEES* (TOTAL A + B)</b>			<b>R</b>

\* Application fees that are paid to the Municipality are non-refundable and proof of payment of the application fees must accompany an application.

\*\* The applicant is liable for the cost of publishing and serving notice of an application. Additional fees may become applicable and the applicant will be informed accordingly.

**BANKING DETAILS**

Name: Stellenbosch Municipality  
 Bank: NEDBANK  
 Branch no.: 198765  
 Account no.: 1152271679  
 SWIFT: NEDSZAJJ  
**Payment reference:**  
 (Erf/Farm number) Erf 140 Franschoek.....

**DETAILS FOR INVOICE**

Name & Surname/Company name (details of party responsible for payment)	<b>David Hellig and Abrahamse Professional Land Surveyors</b>
Postal Address	<b>P O Box 18, Paarl, 7622</b>
Vat Number (where applicable)	<b>4320112297</b>

PART F: DETAILS OF PROPOSAL							
Building line encroachment	Street		From	m	To	m	
	Street		From	m	To	m	
	Side		From	m	To	m	
	Side		From	m	To	m	
	Aggregate side		From	m	To	m	
	Rear		From	m	To	m	
Exceeding permissible site coverage		From	%	To	%		
Exceeding maximum permitted bulk / floor factor / no of habitable rooms		From		To			
Exceeding height restriction		From	m	To	m		
Exceeding maximum storey height		From	m	To	m		
Consent/Conditional Use/Special Development							
To permit..... in terms of Section.....of the.....Zoning Scheme Regulations							
Other (please specify)		<hr/> <hr/> <hr/>					

**Brief description of proposed development / intent of application:**

**A land use planning application is hereby submitted in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 as follows:**

**A. REGISTRATION OF A SUB-LEASE AREA**

- 1. Sub-Lease Area No 4, measuring 6 519 square metres in extent, is to be registered over a portion of the Remainder of Erf 140 Franschoek as indicated on enclosed Lease Area Plans No 1 and 1P.**



**PART G: ATTACHMENTS AND SUPPORTING INFORMATION AND DOCUMENTATION FOR LAND USE PLANNING APPLICATION**

Complete the following checklist and attach all the information and documentation relevant to the proposal. Failure to submit all information and documentation required will result in the application being deemed incomplete.

Information and documentation required

Y	N	Power of attorney / Owner's consent if applicant is not owner	Y	N	Bondholder's consent (if applicable)		
Y	N	Resolution or other proof that applicant is authorised to act on behalf of a juristic person	Y	N	Proof of any other relevant right held in the land concerned		
Y	N	Written motivation pertaining to the need and desirability of the proposal	Y	N	S.G. diagram / General plan extract (A4 or A3 only)		
Y	N	Locality plan (A4 or A3 only) to scale	Y	N	Site development plan or conceptual layout plan (A4 or A3 only) to scale		
Y	N	Proposed subdivision plan (A4 or A3 only) to scale	Y	N	Proof of agreement or permission for required servitude		
Y	N	Proof of payment of application fees	Y	N	Proof of registered ownership ( <b>Full copy of the title deed</b> )		
Y	N	Conveyancer's certificate	Y	N	Minutes of pre-application consultation meeting (if applicable)		
Y	N	N/A	Consolidation plan (A4 or A3 only) to scale	Y	N	N/A	Land use plan / Zoning plan (A4 or A3 only) to scale
Y	N	N/A	Street name and numbering plan (A4 or A3 only) to scale	Y	N	N/A	1 : 50 / 1:100 Flood line determination (plan / report) (A4 or A3 only) to scale
Y	N	N/A	Landscaping / Tree plan (A4 or A3 only) to scale	Y	N	N/A	Home Owners' Association consent
Y	N	N/A	Abutting owner's consent	Y	N	N/A	Services Report or indication of all municipal services / registered servitudes
Y	N	N/A	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD)	Y	N	N/A	Proof of failure of Home owner's association
Y	N	N/A	Copy of original approval and conditions of approval	Y	N	N/A	Any additional documents or information required as listed in the pre-application consultation form / minutes
Y	N	N/A	Proof of lawful use right	Y	N	N/A	Other (specify)
Y	N	N/A	Required number of documentation copies	Y	N	N/A	

**PART H: AUTHORISATION(S) SUBJECT TO OR BEING CONSIDERED IN TERMS OF OTHER LEGISLATION**

Y	N	If required, has application for EIA / HIA / TIA / TIS / MHIA approval been made? If yes, attach documents / plans / proof of submission etc.	Specific Environmental Management Act(s) (SEMA) (e.g. Environmental Conservation Act, 1989 (Act 73 of 1989))		
			Y	N/A	National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)
			Y	N/A	National Environmental Management: Waste Act, 2008 (Act 59 of 2008)
			Y	N/A	National Water Act, 1998 (Act 36 of 1998)
			Y	N/A	Other (specify)
Y	N/A	Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)			
Y	N/A	Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)(SPLUMA)			
Y	N/A	Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations			
Y	N/A	Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA)			
Y	N	Do you want to follow an integrated application procedure in terms of section 44(1) of the Stellenbosch Municipality Land Use Planning By-Law? If yes, please attach motivation.			

**SECTION I: DECLARATION**

I hereby wish to confirm the following :

- That the information contained in this application form and accompanying documentation is complete and correct.
- I'm aware that it is an offense in terms of section 86(1)(e) to supply particulars, information or answers knowing the particulars, information or answers to be false, incorrect or misleading or not believing them to be correct.
- I am properly authorized to make this application on behalf of the owner and that a copy of the relevant power of attorney or consent is attached hereto.
- Where an agent is appointed to submit this application on the owner's behalf, it is accepted that correspondence from and notifications by the Municipality in terms of the by-law will be sent only to the agent and that the owner will regularly consult with the agent in this regard.
- I confirm that the relevant title deed(s) have been read and that there are no restrictive title deed restrictions, which impact on this application, or alternatively an application for removal/suspension or amendment forms part of this submission.
- I confirm that I have made known all information relating to possible Land / Restitution Claims against the application property.
- It is the owner's responsibility to ensure that approval is not sought for a building or land use which will be in conflict with any applicable law.
- The Municipality assesses an application on the information submitted and declarations made by the owner or on his behalf on the basis that it accepts the information so submitted and declarations so made to be correct, true and accurate.
- Approval granted by the Municipality on information or declarations that are incorrect, false or misleading may be liable to be declared invalid and set aside which may render any building or development pursuant thereto illegal.
- The Municipality will not be liable to the owner for any economic loss suffered in consequence of approval granted on incorrect, false or misleading information or declarations being set aside.





# David Hellig and Abrahamse

Land Surveyors • Landmeters

DAVID SAMUEL HELDIG  
B.Sc., B.Sc. (Land Survey), PR.L. (SA)  
SPENCER GRAHAM DREYER  
B.Sc. (Survey), PR.L. (SA)

At Cape Town  
RICHARD CLIFTON ABRAHAMSE  
B.Sc. (Survey), PR.L. (SA)  
BRYAN JAMES HANSEN  
B.Sc. (Geomatics), PR.L. (SA)

258 Main Street/Hoofstraat  
PAARL 7646

✉ P O Box 18 PAARL 7622  
Posbus 18 PAARL 7622

Telephone/Telefoon : (021) 872 4086  
e-mail : david@dhaa.co.za

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Our Ref : P2434/90(100)N

02 July 2020

The Municipal Manager  
Stellenbosch Municipality  
P O Box 17  
STELLENBOSCH  
7599

**Attention : Mr Ulrich von Molendorff**

Dear Ulrich

**APPLICATION IN TERMS OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING  
BY-LAW, 2015:  
PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER  
OF ERF 140 FRANSCHHOEK**

Further to the above, I enclose herewith the following documents for your attention:

1. Land Use Application Check List
2. Land Use Application Form
3. Lease Area Plans No 1 and 1P
4. Locality Plan No 2
5. Planning Report
6. Conveyancer's Certificate and History of ownership
7. Bondholder's Consent
8. SG Diagram No 6589/1957 of the Remainder of Erf 140 Franschoek, including deductions and leasehold diagrams
9. Copy of Deed of Transfer No T5848/1905
10. Copy of Notarial Deed of Cession of Lease No K1125/2010L
11. Copy of Notarial Deed of Sublease No K376/2013L

12. Copy of Notarial Deed of Cancellation of Sublease No K957/2016L

13. Power of Attorney

14. Company Resolution

Kindly provide us with your Land Use Application number to enable us to effect payment of the Municipal Application Fees.

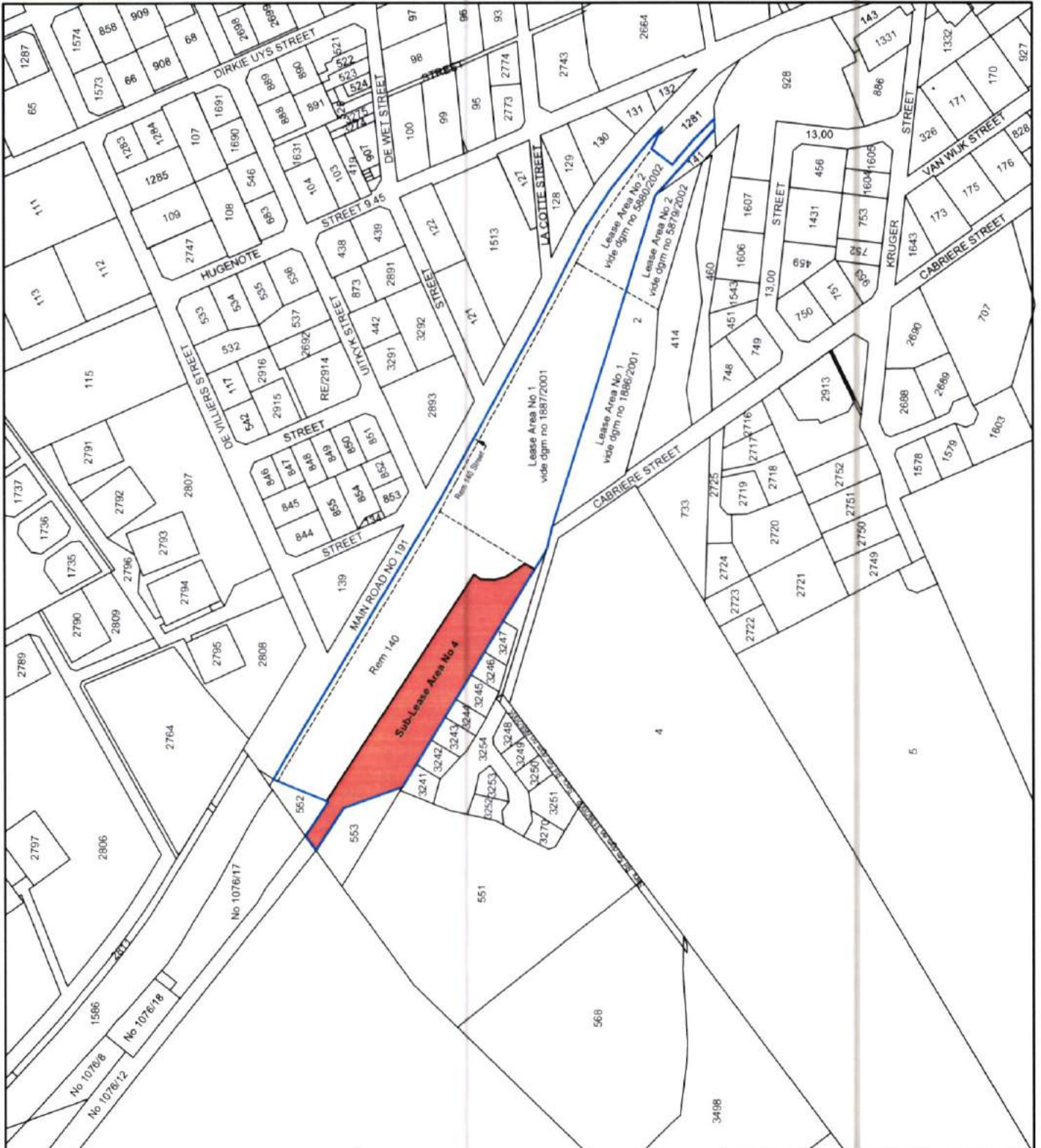
Should you require any additional information, please advise.


Yours sincerely  
DAVID HELLIG AND ABRAHAMSE

A handwritten signature in black ink, appearing to read 'M Botha', written over a horizontal line.

**PER : M BOTHA**  
**Candidate Planner C/8375/2016**





 <b>David Hellig &amp; Abrahamse</b> Professional land surveyors 258 Main Street PAARL 7646		web site: <a href="http://www.dh&amp;a.co.za">www.dh&amp;a.co.za</a> email: <a href="mailto:dh&amp;a@dh&amp;a.co.za">dh&amp;a@dh&amp;a.co.za</a>
<b>project</b> <b>LOCALITY PLAN</b> Sub-Lease Area No 4 over Remainder of Erf 140 Franschoek		
Scale	1 / 2500 @A3	
Date	October 2019	
File No	P2434/90(100)N	
Plan No	2	



# PLANNING REPORT

## PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK

OUR REF: P2434/90(100)N

Compiled by:

**David Hellig & Abrahamse**

Land Surveyors

**JULY 2020**

## 1. INTRODUCTION

The Remainder of Erf 140 Franschhoek, measuring 3,0485 hectares in extent, is situated within the area of jurisdiction of the Stellenbosch Municipality, Administrative District of Paarl and is registered in the name of Messrs Transnet Ltd vide Deed of Transfer No T5848/1905. The subject land unit is subject to a lease in favour of Messrs Green Willows Properties 302 (Pty) Ltd, who has agreed to sublease a portion thereof to Messrs Franschhoek Wine Tram (Pty) Ltd.

The extension of Cabriere Street up to Main Road No 191 physically divides the subject property into two parts viz the eastern part comprising the La Gare Shopping Centre while the western part of the land unit comprises the Franschhoek Wine Tram Station premises comprising an operations office, reception building, admin office, parking area and railway line.

According to the Stellenbosch Zoning Scheme Map 2018, the subject property has a split zoning viz Mixed Use Zone to the east of the link road and Industrial Zone to the west thereof.

The purpose of this application is for the registration of a Sub-Lease Area over a portion of the western part of the Remainder of Erf 140 Franschhoek to be registered in favour of Messrs Franschhoek Wine Tram (Pty) Ltd for a period terminating on 07-08-2048.

## 2. PROPERTY DETAILS

SUBJECT LAND UNIT				
PROPERTY DESCRIPTION	EXTENT	REGISTERED LANDOWNER	DEED OF TRANSFER	EXISTING ZONING
The Remainder of Erf 140 Franschhoek	3,0485 hectares	Messrs Transnet Ltd	T5848/1905	Mixed Use and Industrial Zones

The following Lease Areas are registered over the subject land unit:

1. Lease Area No 1, measuring 1,0942 hectares in extent, vide Leasehold diagram no 1887/2001, annexed to Notarial Lease No K191/2003<sup>s</sup>.
2. Lease Area No 2, measuring 2 701 square metres in extent, vide Leasehold diagram no 5880/2002, annexed to Notarial Lease No K190/2003<sup>s</sup>.

Noting that:

3. Lease Area No 3, measuring 1,3378 hectares in extent, vide Leasehold diagram no 2055/2012 has been cancelled vide Notarial Deed of Cancellation No K951/2016L.

### 3. LOCATION

The below figure indicates the location of the Remainder of Erf 140 Franschoek and the proposed Sub-Lease Area.

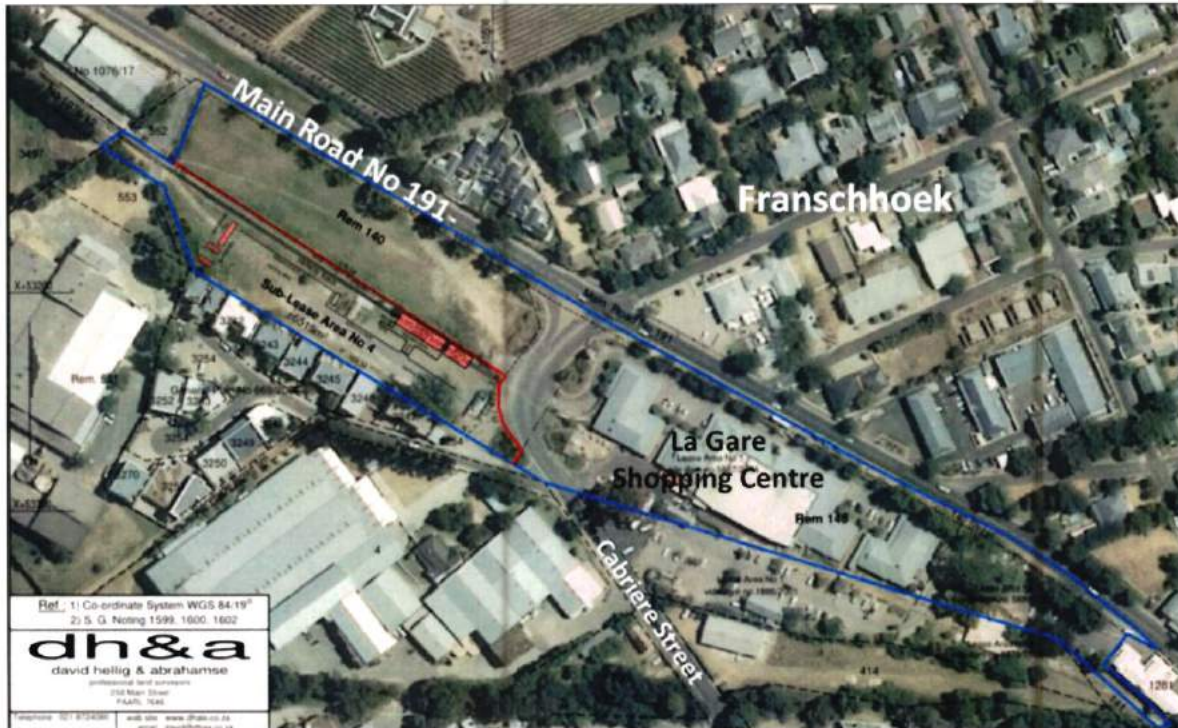


Figure 1: Location of the subject land unit



#### 4. THE FRANSCHHOEK WINE TRAM

The Franschoek Wine Tram was established in 2012 offering tourists a unique way to experience the Franschoek Valley. The combination of tram and bus services transport passengers along various planned routes to experience some of South Africa's oldest and most distinguished wine estates. The Franschoek Wine Tram offers eight "hop-on hop-off" tours where guests get to experience activities like wine tastings, cellar tours and lunches. The tours take passengers right into the heart of the Franschoek Valley with a narration focusing on the history of Franschoek and wine cultivation in the valley and unparalleled views of the valley and vineyards.

The registration of a Sub-Lease Area over a portion of the Remainder of Erf 140 Franschoek will afford the Franschoek Wine Tram the security of title to operate their station on the popular tour for passengers to easily access the tourist attractions situated within the town of Franschoek.



Figure 2: The Franschoek Wine Tram

5. APPLICATION PROPOSAL

A land use planning application is hereby submitted in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 as follows:

A. REGISTRATION OF A SUB-LEASE AREA

1. Sub-Lease Area No 4, measuring 6 519 square metres in extent, is to be registered over a portion of the Remainder of Erf 140 Franschhoek as indicated on the enclosed Lease Area Plans No 1 and 1P.

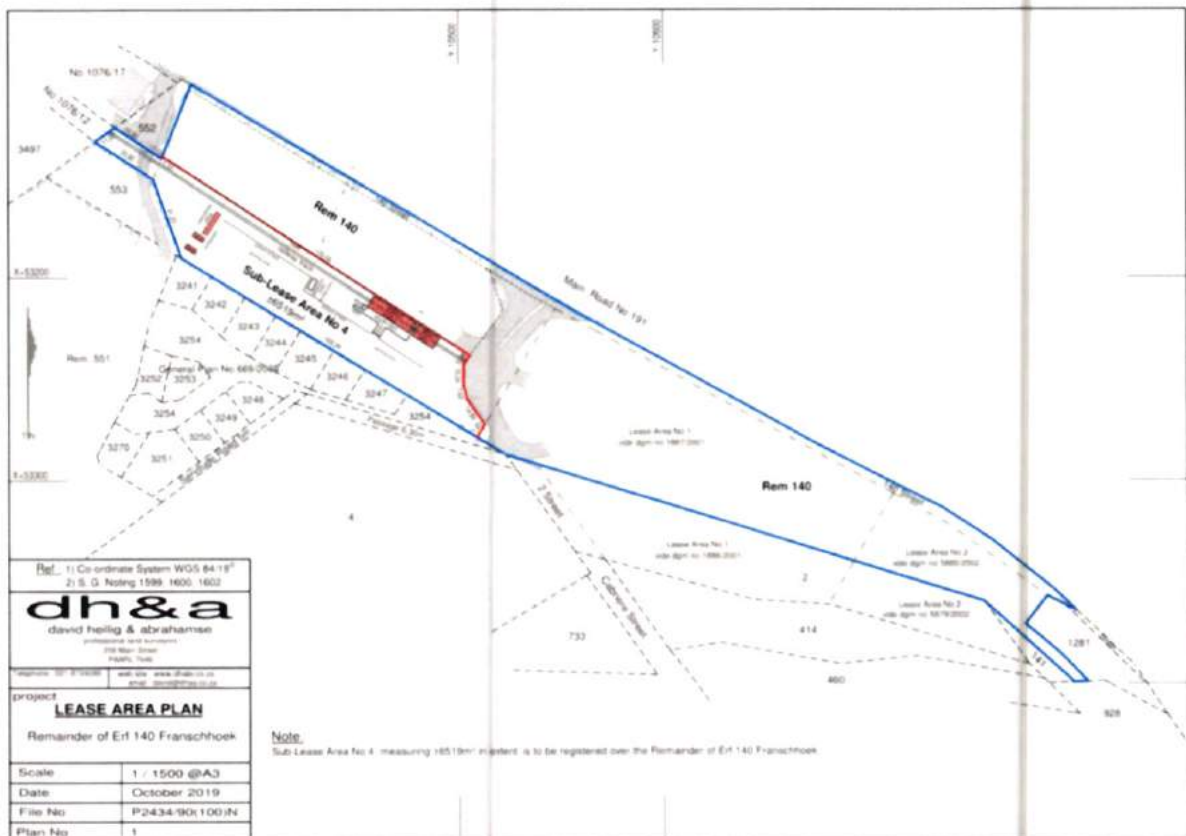


Figure 3: Proposed registration of Sub-Lease Area No 4

6. ACCESS AND SERVICES

- The subject land unit gains direct access from the extension of Cabriere Street which connects to Main Road No 191.
- All required services and connections, if any, will comply with municipal requirements.

7. RESTRICTIONS

The title deed of the subject land unit contains no restrictive conditions prohibiting the proposed registration of a Sub-Lease Area (see enclosed Conveyancer’s Certificate).



8. MOTIVATION

8.1 Stellenbosch Municipality Spatial Development Framework, 2019

The subject land unit is situated within the exiting urban edge of Franschhoek, which has been identified as a loci for future development within the Stellenbosch MSDF.

In terms of the Franschhoek Concept Map contained in the Stellenbosch MSDF, 2019 the subject land unit forms part of a “Proposed Transit Node” and abuts the Main Road “MU / Intensification Route” as indicated in the figure below.

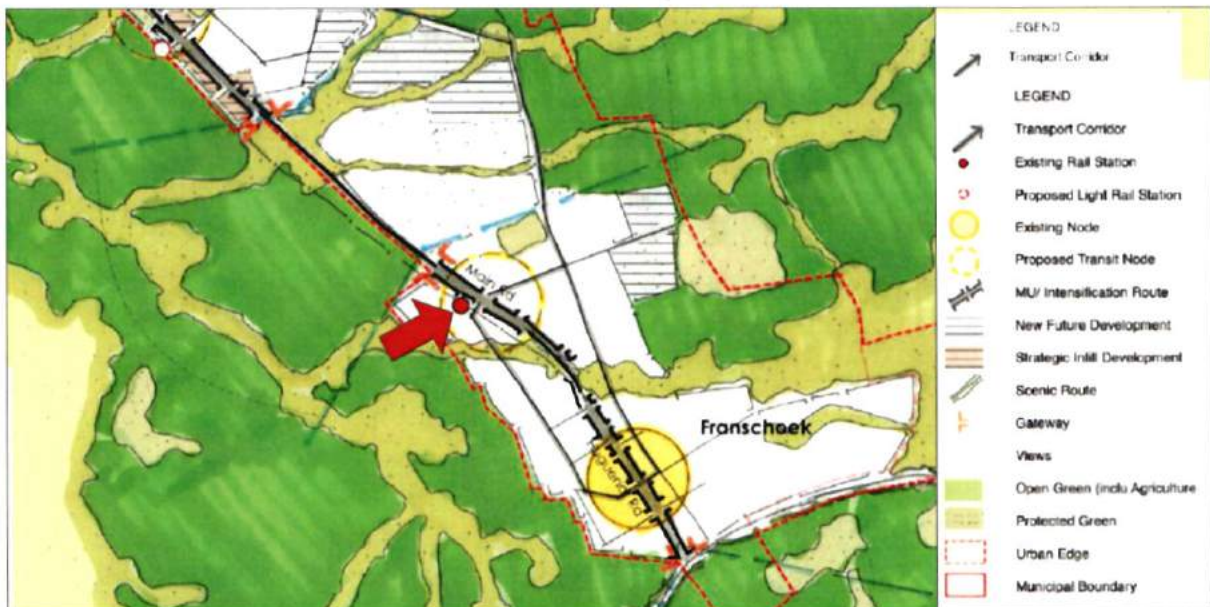
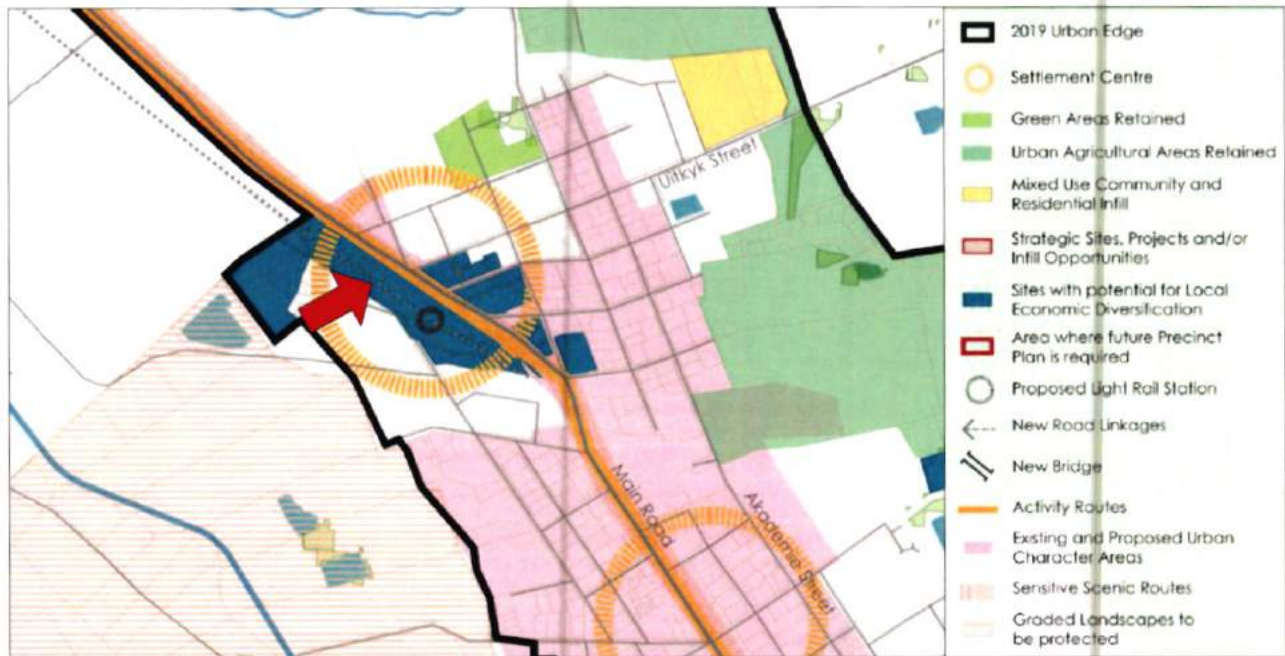


Figure 4: Franschhoek Concept Map (Stellenbosch MSDF, 2019)

In terms of the Franschhoek Framework Map contained in the Stellenbosch MSDF, 2019 the subject land unit abuts an “Activity Route” and is situated within a “Settlement Centre”. The entire extent of the land unit is identified as “Sites with potential for Local Economic Diversification” (highlighted in blue) as indicated in the figure below.



**Figure 5: Franschhoek Framework Map (Stellenbosch MSDF, 2019)**

One of the key principles contained in the Stellenbosch MSDF is to promote the region as a tourist destination and the approval of this land use planning application will contribute towards the promotion of tourism which is one of the important driving forces of Franschhoek and the Stellenbosch municipal area in general.

The registration of the Sub-Lease Area to afford the Franschhoek Wine Tram the security of title to operate their station is consistent with the principles and objectives contained in the Stellenbosch MSDF, 2019 as follows:

- The application proposal contributes to tourism that reinforces the Stellenbosch Municipality's sense of place and will remain appropriate to the region's well established themes.
- The application proposal relates to tourism of a specialised nature offering tourists a unique experience of the Franschhoek Valley, noting that the Franschhoek Wine Tram has a well-established track record and proved to be a successful venture.
- The application proposal specifically seeks to promote the SDF Element of "Areas for mixed land use and improved economic opportunity" for Franschhoek as contained in the MSDF, 2019 where a mix of land uses are encouraged in the settlement centre.
- The location of the new Franschhoek Wine Tram Station is suitable since it forms part of a "Proposed Transit Node" which will provide safe and easy access for tourists to all the activities Franschhoek has to offer.



- The Franschhoek Wine Tram Station presents the opportunity to improve non-motorised transport (NMT) linkages along Main Road as promoted by the Stellenbosch MSDF.
- The application proposal specifically supports the following SDF Elements:
  - Areas for mixed land use and improved economic opportunity:
    - Focus new mixed use development as far as possible along Main Road.
    - Actively support pedestrianism and improved public space within the old town centre.
  - Improved Access and mobility:
    - Pro-actively improve conditions for walking and NMT within Franschhoek.
    - Explore improved movement linkages between the north-western and south-eastern parts of the settlement.

## 8.2 Stellenbosch Municipality Zoning Scheme By-Law, 2019

In terms of the Stellenbosch Zoning Scheme By-Law, 2019 the subject land unit has a split zoning of Mixed Use Zone (eastern part) and Industrial Zone (western part) as indicated in the figure below.



Figure 6: Extract of the Stellenbosch Municipality Zoning Map : Franschhoek 2



### 8.3 Section 7 of the Spatial Planning and Land Use Management Act No 16/2013 and Section 59 of the Western Cape Land Use Planning Act No 3/2014

The following land use planning principles prescribed in Section 7 of the Spatial Planning and Land Use Management Act No 16/2013 and Section 59 of the Western Cape Land Use Planning Act No 3/2014, being indicators of desirability which in turn is one of the criteria for decision making, are complied with as follows:

- Spatial sustainability: the subject land unit is situated within the existing urban edge which prevents urban sprawl and the application proposal will contribute to tourism in the region. The application proposal is consistent with the principles and objectives contained in the Stellenbosch MSDF, 2019 and aligns with the future growth of the Stellenbosch Municipal Area which promotes spatial sustainability.
- Protection of the environment: The Franschoek Wine Tram Station contributes to the continuous successful operation of this popular tourist attraction while the building infrastructure will be well maintained to have no negative impact on the environment.
- Efficiency: the proposal optimises the use of existing resources and infrastructure which provides an essential service to the tourism market of the Stellenbosch, Paarl and Franschoek region. The proposal will also result in a number of employment opportunities for the surrounding community.
- Good administration: The formal application is to be submitted to the Stellenbosch Municipality for approval and will be administered in accordance with the procedures contemplated in the Municipality's Land Use Planning By-Law, 2015.

### 8.4 Neighbourhood and Surroundings

- The application proposal will not be in conflict with the character of the surrounding area, but rather enhance and contribute to the existing Franschoek Wine Tram operation.
- The addition of the Franschoek Wine Tram Station will have no negative impact on the existing architectural style or character of the buildings along Main Road No 191.
- The specific area where the Franschoek Wine Tram Station is located is identified as a "Proposed Transit Node" in terms of the Stellenbosch MSDF, 2019 and therefore aligns with the future growth proposals of the Stellenbosch Municipal Area which is desirable from a Spatial Planning point of view.
- The Sub-Lease Area is suitably located to obtain easy access from Main Road No 191 with sufficient parking provided on site.
- The exiting Franschoek Wine Tram Station is located in close proximity to the railway line on the northern boundary of the Sub-Lease Area providing easy access to the other designated stations on the Franschoek Wine Tram route.

- With its reputable track record, the Franschhoek Wine Tram has already proven its importance and place within Franschhoek and the surrounding region which contributes significantly to the tourism trade and the economy, attracting both local and international clientele.

#### **8.5 Need, Desirability and Demand**

- The registration of the Sub-Lease Area over a portion of the subject land unit will afford the Franschhoek Wine Tram the security of title to operate a station in close proximity to tourist attractions situated within the town of Franschhoek.
- The application proposal will create additional employment opportunities for the community in the surrounding area and contribute to the local economy.
- The approval of the application will result in the creation of a real right to be conferred upon the lessee to invest in and upgrade the leasehold area which will be beneficial to the community of Franschhoek.
- The renowned Franschhoek Wine Tram is already established as a vital and valuable tourist attraction in the area and the approval of the Sub-Lease Area will enhance this successful business operation, thereby catering for the increasing demand by tourists visiting Franschhoek and the surrounding region.

#### **8.6 Optimising the Potential of the Land and Opportunity**

- The registration of the Sub-Lease Area will optimise the potential of the underutilised portion of the subject land unit by the operation of the tram station on the route of the Franschhoek Wine Tram to easily and effectively transport tourists visting the town.
- The application proposal will contribute to improving the popularity of the Franschhoek Wine Tram operation as a whole which will result in economic benefits for other existing tourist facilities in Franschhoek.
- The economic benefits of the proposal are therefore significant and the operation of the existing Franschhoek Wine Tram Station already optimises the potential of the subject land unit.

DAVID HELLIG AND ABRAHAMSE

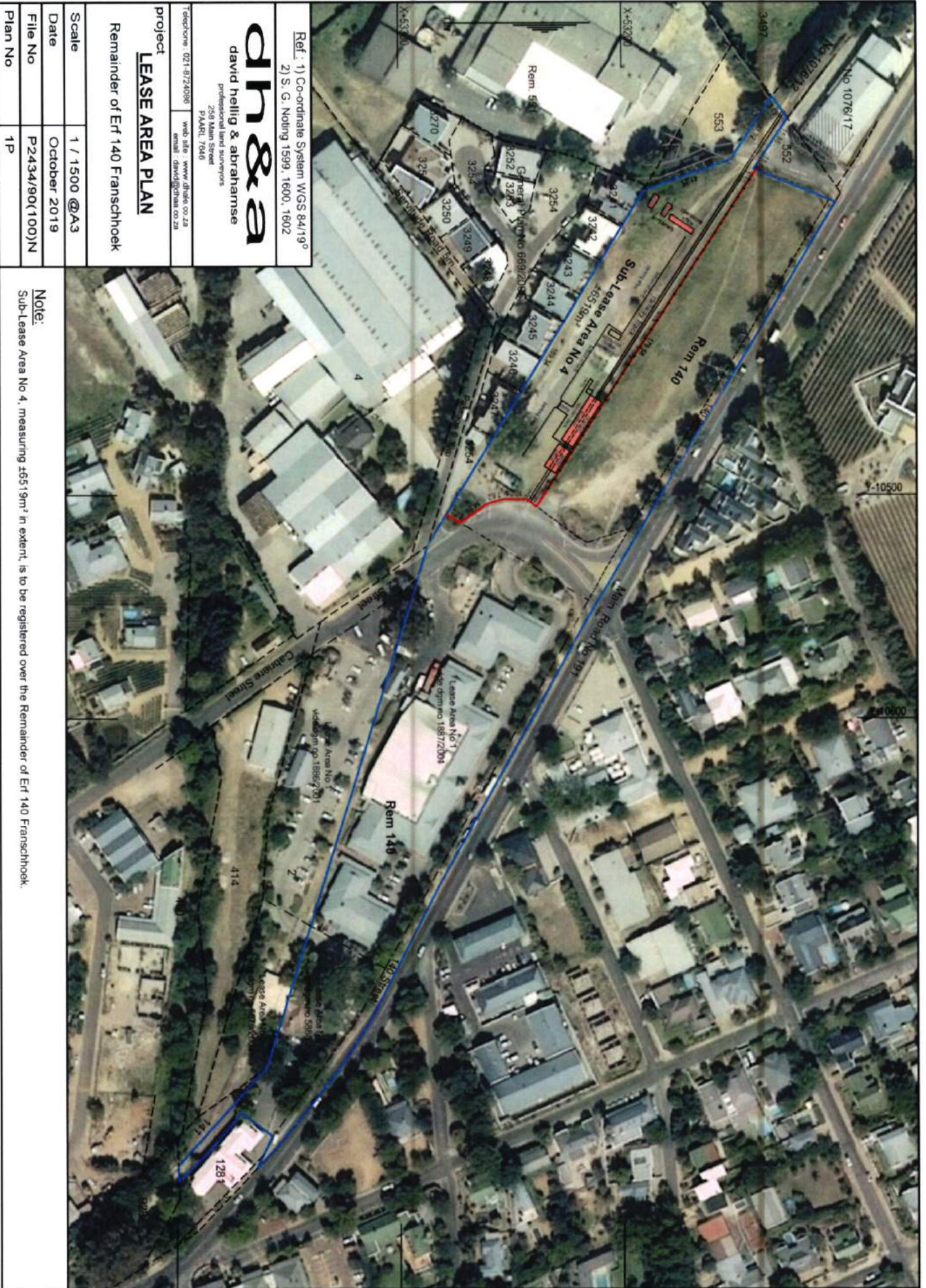


PER : M BOTHA

Candidate Planner C/8375/2016

JULY 2020





Ref: 1) Co-ordinate System WGS 84/19°  
2) S. G. Noting 1599, 1600, 1602

**dh&a**  
david hellig & abrahamse  
professional land surveyors  
259 Main Street  
PAARL 7946

Telephone: 021-8724088 web site: www.dh&a.co.za  
email: david@dh&a.co.za

project  
**LEASE AREA PLAN**  
Remainder of Erf 140 Franschoek

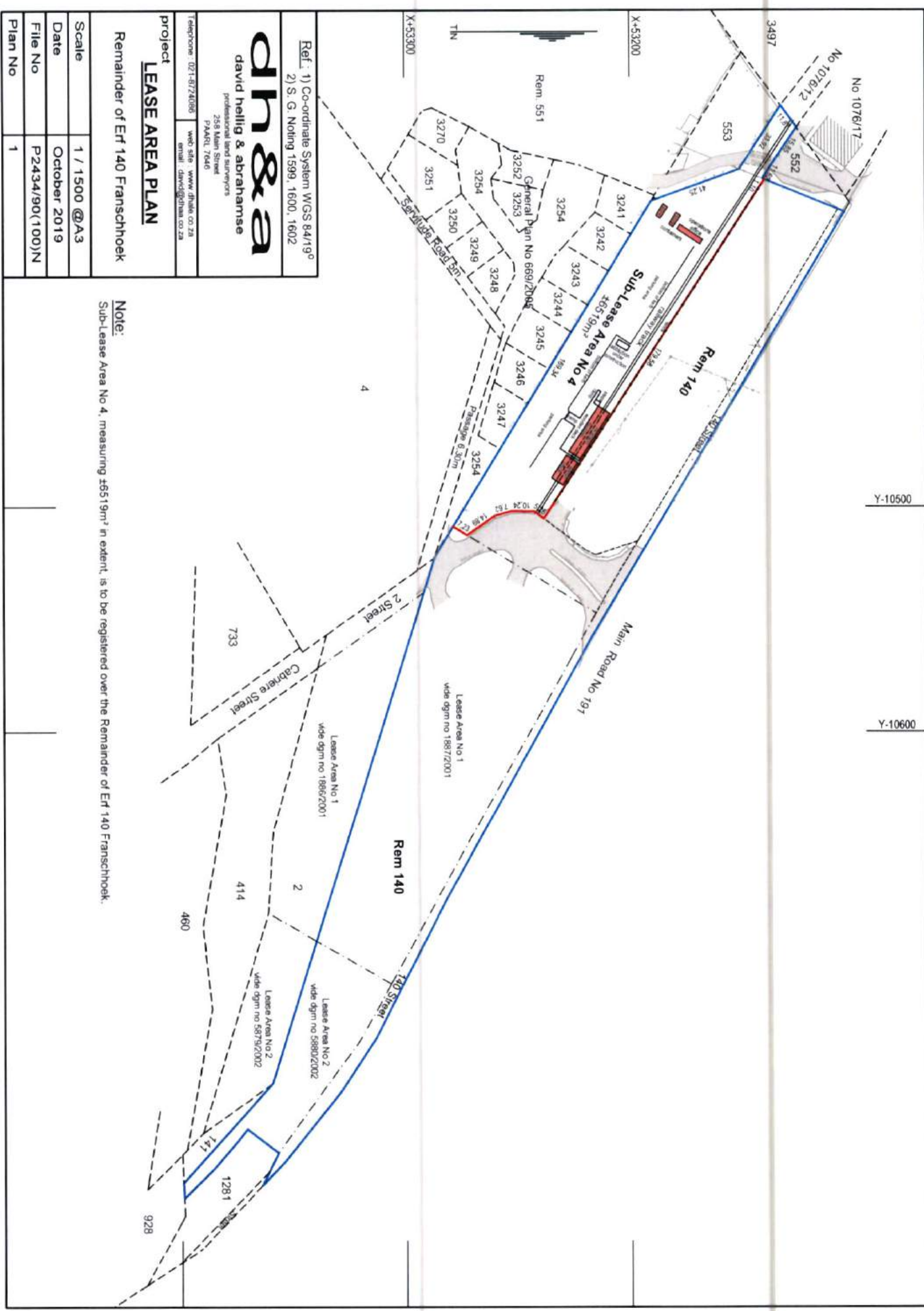
Scale	1 / 1500 @A3
Date	October 2019
File No	P2434/90(100)N
Plan No	1P

Note:  
Sub-Lease Area No 4, measuring 66519m<sup>2</sup> in extent, is to be registered over the Remainder of Erf 140 Franschoek.



Y-10500

Y-10600



Ref: 1) Co-ordinate System WGS 84/19°  
 2) S. G. Noting 1599, 1600, 1602

**dh&a**  
 david heilig & abrahamse  
 professional land surveyors  
 258 Main Street  
 P9A90, 7646

Telephone: 021-8724008  
 web site: www.dh&a.co.za  
 email: david@dh&a.co.za

project  
**LEASE AREA PLAN**

Remainder of Erf 140 Franschoek

Scale	1 / 1500 @A3
Date	October 2019
File No	P2434/90(100)N
Plan No	1

Note:  
 Sub-Lease Area No 4, measuring 36519m² in extent, is to be registered over the Remainder of Erf 140 Franschoek.

# POWER OF ATTORNEY

I the undersigned,

**Husseinali Hirji**

duly authorised by **Messrs Green Willows Properties 302 (Pty) Ltd (ID: 2009/0019570/07)**

do hereby nominate, constitute and appoint

**Messrs David Hellig and Abrahamse, Professional Land Surveyors**

with power of Substitution, to be my lawful Attorney and Agent.

To make application and sign the necessary application forms in terms of

- 1) **Stellenbosch Municipal Land Use Planning By-Law, 2015**
- 2) **Any other applicable Acts / Ordinances / By-Laws**


with respect to the **Registration of a Sub-Lease Area over a portion of the Remainder of Erf 140 Franschhoek**

situate in the **Stellenbosch Municipality, Administrative District of Paarl**

and generally for effecting the purposes aforesaid, to do or cause to be done, whatsoever shall be requisite as fully and effectually, to all intents and purposes, as I might or could do if personally present and acting herein – hereby ratifying, allowing and confirming, and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done by virtue of these present.

Executed at **Franschhoek** in the Province of the Western Cape on this *17<sup>th</sup>* day of *January 2020* in the presence of the undersigned Witnesses.

**Witnesses:**

.....  


.....

*Husseinali Hirji*

.....

.....

# COMPANY RESOLUTION

At a meeting of **Messrs Green Willows Properties 302 (Pty) Ltd** (ID: 2009/0019570/07) held at **Franschhoek**, it was resolved as follows:

- 1) To make Application in terms of
  - a) **Stellenbosch Municipal Land Use Planning By-Law, 2015**
  - b) **Any other applicable Acts / Ordinances / By-Laws**

with respect to **the Registration of a Sub-Lease Area over a portion of the Remainder of Erf 140 Franschhoek**

situate in **the Stellenbosch Municipality, Administrative District of Paarl**

- 2) To authorise **Husseinali Hirji** to sign the necessary Power of Attorney in favour of **Messrs David Hellig & Abrahamse, Professional Land Surveyors**

*Husseinali Hirji*

.....  
.....  
ON BEHALF OF **MESSRS GREEN WILLOWS PROPERTIES 302 (PTY) LTD**

DATE: *17 January 2020*



**CONVEYANCER CERTIFICATE**

I/We Renette Maj

*(conveyancer's name and surname)*

Practising at:

Van der Merwe and Robertson Inc.  
34 Oxford Street  
Durbanville, 7550

*(firm and place of practice)*

In respect of:

Remainder Erf 140 Franschhoek  
In the Municipality of Stellenbosch  
Division Paarl  
Province of the Western Cape

*(full property description (erf / farm) as it appear in title deed of same)*

Hereby certify that a search was conducted in the Deeds Registry, regarding the said property (ies) (including both current and earlier title deeds/pivot deeds/deeds of transfer):

1. Deed of Transfer T5848/1905
2. Notarial Lease K189/2003 L
3. Notarial Deed of Cession of lease K1125/2010

4. In respect of which it was found  
5. there are no restrictive conditions  
6. registered against the property  
7. prohibiting the registration of a  
8. sub lease Area.

*For example Deed of Transfer T12345/2000 or Certificate of Registered Sectional Title S11234/2000 (description of title deed number and date)*





**A. IDENTIFY RESTRICTIVE TITLE CONDITIONS (if any)**

Categories		Are there deed restrictions (indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of land	Y	N X	
2.	Building lines	Y	N X	
3.	Height	Y	N X	
4.	Number of Dwellings	Y	N X	
5.	Bulk floor area	Y	N X	
6.	Coverage/built upon area	Y	N X	
7.	Subdivision	Y	N X	
8.	Servitudes that may be registered over or in favour of the property	Y	N X	
9.	Other Restrictive Conditions	Y	N X	





**B. INDICATE AFFECTED PARTIES AS PER TITLE DEED (if any)**

*In respect of which it was found that there are/are no restrictive conditions with reference to Section 33(d) (a, b or c) of the Land Use Planning By-law (2015) registered against such property (ies) prohibiting it from being utilised/developed for the following purposes (as elaborated in the accompanying application):*

a.	Organ(s) of State that might have an interest in the restrictive condition	
b.	A person whose rights or legitimate expectations will be affected by the removal/suspension/amendment of a restriction condition.	
c.	All persons mentioned in the deed for whose benefit the restrictive condition applies	

**C. PROCESS BY WHICH RELEVANT CONDITIONS WILL BE ADDRESSED**

*(please tick appropriate box)*

Application in terms of Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015)	Notarial Deed of Cancellation (Submit Copy of Signed Agreement)	Action by way of court order (Submit Copy of the Court Order)	If Other, Please Specify
--	---	---	--------------------------

Signed at Durbanville (Place) on this 7<sup>th</sup> (Day) February (Month) of 2020

Full names and Surname: Renette Maij

Signature: *Renette Maij*

**1069**  
*Postal Address:*  
**Van der Merwe & Robertson Inc.**  
 2nd Floor, 34 Oxford Street  
 Durbanville, 7550  
 Tel: 976 4663

**RENETTE MAIJ**  
**VanderMerwe & Robertson INC**  
 Kommissaris van Edes en Commissaris of Oordeel  
 Praktiserende Prokureur R.S.A. / Practising Attorney R.S.A.  
 Oxfordstraat 34 / 34 Oxford Street  
 Tel: 021 976 4663 / Fax: 021 976 4665  
 DURBANVILLE

Tel: 021 976 4663

Email: renette@vrincorporated.

Cell: .....

CO.20.

**ERF REMAINDER ERF 140 FRANSCHHOEK**

Owner: The Owner of the aforementioned property is

TRANSNET LTD  
Registration Number: 1999/00009000/06  
(Previously The Colonial Government)

History  
Transnet Ltd has been the registered owner since 27 June 1905

Previous Lessee: LA GARE FRANSCHHOEK JOINT VENTURE

Comprising :

Complex Property Projects (Pty) Ltd  
Registration Number: 1995/006597/07;  
Colec Investments (Pty) Ltd  
Registration Number: 1974/000933/07;  
Forever Africa (Pty) Ltd  
Registration Number: 1995/013068/07.

Lease Period  
La Gare lease from 7 August 1998 to 7 August 2048

Current Lessee: Lease Agreement ceded  
To Green Willows Properties 302 (Pty) Ltd  
Lease Period  
8 December 2010 to 7 August 2048

Signed

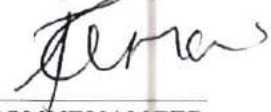


Conveyancer  
Renette Maj

2

66 CLOETE BAKER & PARTNERS

Prepared by me



CONVEYANCER  
CLARE WENDY FARIA

**CONSENT**

We, the undersigned

LUIZA MARCELA FÿFER



**NOMPUMELELO NONCEDO PENI**

being duly authorised hereto by a Resolution of the Directors of **SAWINDU 10 (RF) PROPRIETARY LIMITED, REGISTRATION NUMBER 2013/222449/07**, being

the legal holder of the undermentioned Bond, namely

**NUMBER: B10654/2013**

**PASSED BY : GREEN WILLOWS PROPERTIES 302 PROPRIETARY LIMITED**  
Registration Number 2009/001957/07

**IN FAVOUR OF : NEDBANK LIMITED**  
(Registration Number 1951/000009/06)

**CEDED TO: WEST ROAD SOUTH NO 3 (RF) LIMITED,**  
Registration Number 2014/136030/06 for value received and without recourse under BC61672/2014 on 4 December 2014

**AND CEDED TO: SAWINDU 10 (RF) PROPRIETARY LIMITED,**  
Registration Number 2013/222449/07 as security under BC61673/2014 on 4 December 2014

**FOR THE SUM OF :** R45 000 000.00 (FORTY FIVE MILLION RAND) plus R1 250 000.00 (ELEVEN MILLION TWO HUNDRED AND FIFTY THOUSAND RAND) to cover costs

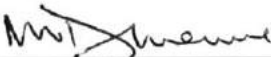







**HEREBY CONSENT** to the registration of a Notarial Deed of Sublease as per attached draft copy marked "A", entered into between **GREEN WILLOWS PROPERTIES 302 PROPRIETARY LIMITED** and **FRANSCHOEK WINE TRAM PROPRIETARY LIMITED**, free of the Bond.

DATED at Cape Town on 24 May 2019

AS WITNESSES :

1.    
2.  

"A"

Protocol No: 914/2018

**NOTARIAL DEED OF SUBLEASE**

BE IT HEREBY MADE KNOWN:

THAT on this the 6<sup>th</sup> day of December in the Year of Our Lord  
Two Thousand and Eighteen (2018) before me

**MONICA KORF**

Notary Public, practising at BRACKENFELL, CAPE TOWN, and in the presence  
undersigned witnesses, personally came and appeared

**EUGENE GROENEWALD**

he being duly authorised thereto by Special Powers of Attorney (which are filed with the  
minute hereof in my protocol) granted by:

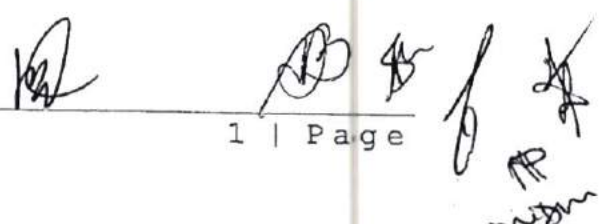
**GREEN WILLOWS PROPERTIES 302 PROPRIETARY LIMITED**

Registration Number 2009/001957007

herein represented by HUSSEINALI HIRJI, he being duly authorised by a resolution of  
the directors of the Company dated the 30th day of NOVEMBER 2018;

which said Power of Attorney is dated the 30th day of NOVEMBER 2018 and signed at  
Cape Town

(which is hereafter together with its successors-in-title or assigns referred to as the  
"Sublessor");



and

**FRANSCHHOEK WINE TRAM PROPRIETARY LIMITED**

Registration Number 2016/209557/07

herein represented by DAVID BLYTH, he being duly authorised by a resolution of the directors of the Company dated the 29th day of NOVEMBER 2018;

which said Power of Attorney is dated the 29th day of NOVEMBER 2018 and signed at Franschhoek, Western Cape.

(which is hereafter together with its successors-in-title or assigns referred to as the "Sublessee");

copies of which Resolutions and Special Powers of Attorney in favour of the Appearer, were today exhibited to me, and now remain filed in my Protocol with the Minute hereof.

**AND THE SAID APPEARER DECLARED THAT WHEREAS:**

(a) The Sublessor leases the undermentioned properties ("the Properties") from Transnet SOC Limited, Registration Number 1990/000900/06 ("Transnet") in terms of Notarial Deed of Lease Number K189/2003L ("the Headlease") read with Notarial Deed of Cession of Lease Number K1125/2010L:

(i) Erf 2 Franschhoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape

In extent: 7017 (Seven Thousand and Seventeen) square metres;

(ii) The Remaining Extent of Erf 140 Franschhoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape

In extent: 3,0485 (Three comma Nought Four Eight Five) Hectares;





(iii) The Remaining Extent of Erf 141 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape

In extent: 305 (Three Hundred and Five) square metres;

(b) The Sublessor has agreed to sublet portion of one of the Properties as hereinafter more fully described to the Sublessee in accordance with the terms and conditions of this sublease,

NOW THEREFORE IT IS AGREED:

1.

Sublease

The Sublessor hereby subleases to the Sublessee which hereby hires portion of the Properties described as:

Area B over the Remainder of Erf 140 Franschoek, situate in the Stellenbosch Municipality, Administrative District of Paarl, Province of the Western Cape  
In extent: 6518.34 (Six Thousand Five Hundred and Eighteen point Three Four) square metres

As will more fully appear on the diagram annexed hereto, marked "X" (hereinafter the "Leased Portion" or "Area B").

It is furthermore recorded that the fence line between points "Fence 5" and "Fence 6" depicted on Annexure "X", forms the boundary line between Area A and Area B, depicted on Annexure "X". The combined Area A and Area B (on Annexure "X") is the exact same portion depicted as "Lease No 3" on the diagram attached hereto, marked "Y1", with GPS coordinates as listed on the table, marked "Y2". For ease of reference, it is noted that point "D" on Annexure "X" corresponds with point "A" on Annexure "Y1", with the same points on both Annexure "X" and Annexure "Y1" labelled sequentially in alphabetical order in a clockwise direction from "A" to "S", save for different starting points – the letter "A" being considered the starting point on both Annexures "X" and "Y1".

*MD*

*JD*

*Handwritten signatures and initials, including "B", "AP", and "man".*

2.

**Commencement and Duration**

- 2.1 This Sublease shall commence upon the date of signature of the aforesaid two Powers of Attorney to be signed by the Sublessor and the Sublessee respectively ("the Commencement Date") and the Sublease shall endure for the remainder of the period of the Headlease which will terminate on the 7th August 2048.
- 2.2 It is recorded that the prior agreement titled 'Binding Term Sheet' which came into effect 18 July 2016 between the Sublessor and Sublessee will terminate on the Commencement Date and no longer be in effect.

3.

**Vacant Occupation**

The Sublessee shall be entitled to the vacant occupation and possession of the Leased Portion from the Commencement Date.

4.

**Payment**

The Sublessee shall pay the Sublessor an amount of R1,461,692 (One Million Four Hundred and Sixty-One Thousand Six Hundred and Ninety-Two Rand) plus VAT in advance for the use and enjoyment of the Leased Portion for the entire duration of this Sublease. This payment shall be made within 7 (seven) days of the Commencement Date to the Sublessor's nominated bank account, failing which this Sublease shall be deemed to be cancelled and of no further effect and with no liability to either party. It is recorded that in addition to the aforementioned once-off payment, the Sublessee shall pay R1 (One Rand) per year, payable on or before 31 January of each year from the Commencement Date.

*ml*

*h*  
*AP*  
*mon*

resolved within 30 (thirty) days from the date that a party declared itself prejudiced by the apportionment then in place, such dispute shall be determined by an independent registered Valuer having not less than 10 (ten) years' experience in undertaking valuations of commercial properties, to be appointed by agreement between the parties, or failing agreement, to be appointed by the President of the South African Institute of Valuers (or its successors-in-title). In respect of the independent Valuer, the parties agree that:

- (a) The Valuer shall decide the dispute as expeditiously as is reasonably possible;
- (b) both parties shall have the opportunity to make submissions to the Valuer;
- (c) the Valuer shall act as an expert and not as an arbitrator;
- (d) the Valuer shall be entitled, acting in his sole and absolute discretion, to determine the procedure in terms whereof the dispute will be resolved;
- (e) the Valuer shall make an order as to his costs;
- (f) the decision of the Valuer shall be final and binding on both parties.

5.4 Once the independent Valuer has made a decision in terms of the provisions of clause 5.3, neither party may refer the matter thereafter again to an independent Valuer for a decision on the apportionment of municipal charges until and unless at least 2 (two) years had elapsed from the former Valuer's decision.

5.5 The Sublessee shall be obliged to continue paying the municipal charges on the basis of the apportionment applicable immediately before a dispute, referred to in clause 5.3, arose, until the dispute has been resolved by agreement or the decision of the independent Valuer, as the case may be, whereafter the agreed or determined apportionment basis shall apply.



**Development of the Leased Portion**

- 6.1 The principal objective of this Sublease is the development by the Sublessee of the Leased Portion by the construction thereon of buildings for the benefit of the Sublessee and may include, but is not limited to, the operation of a tram and bus tourism business.
- 6.2 The Sublessee shall be entitled but not obliged to develop the Leased Portion in accordance with the aforesaid objective, provided any development is undertaken in accordance with building plans and in compliance with the Town Planning Scheme and the National Building Regulations.
- 6.3 The cost of any development including the costs of provision of services such as water, sewerage, storm water drainage and electricity shall be borne by the Sublessee.
- 6.4 It is a specific term of this Sublease that the Sublessee may not permit the conduct of any third-party retail business activity on the Leased Portion. The Sublessee though shall be allowed to carry on retail activities for its own purposes directly related to its current activities, being a tram and bus operator (including, but not limited to, the sale of tickets, food and beverages and tourism related goods and services), but shall be prohibited from sub-leasing any part of the Leased Portion to third parties who perform retail activities.
- 6.5 The Sublessor undertakes not to change the municipal zoning designation of the Leased Portion without prior written consent from the Sublessee which consent shall not unreasonably be withheld. For clarification, this provision does not limit the ability of Transnet or Stellenbosch Municipality to rezone the Leased Portion for their own purposes subject to the provisions of the Headlease. Notwithstanding the prior sentence, the Sublessor hereby agrees not to directly or indirectly initiate any such rezoning request with Transnet or Stellenbosch Municipality, for the benefit of the Sublessor, without prior written consent from the Sublessee, which consent shall not unreasonably be withheld.

*MA*

*DB*

*BR*

*SA*

*W. R. ...*

6.6 It is hereby acknowledged that the portion of the railway corridor that traverses the Leased Portion (as shown on the attached Diagram) is included in the Sublease and that the Sublessee is entitled to full and unrestricted use of the rail corridor and associated infrastructure on the Leased Portion at no additional cost for the duration of the Sublease, which shall be subject to any terms and conditions contained in the Headlease and to any terms and conditions of the Sublessee's right of use granted by Transnet (the owner of the corridor and Properties).

7.

#### Sub-Letting and Cession

7.1 The Sublessee shall have the right to sub-sublet any portion or portions of the Leased Portion comprising the land together with the buildings to be erected thereon without requiring the consent of the Sublessor. Notwithstanding the foregoing, the Sublessee shall remain liable for compliance with all the terms and conditions of this Sublease and shall ensure that sub-sublessees comply therewith in turn.

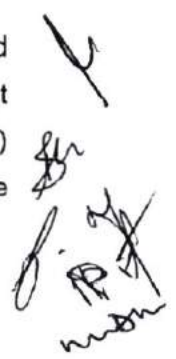
7.2 The Sublessee shall be entitled to cede and assign its right, title and interest and obligations in and to this Sublease to a third party ('Successor') and the Sublessor consents thereto. Sublessee therefore includes its successor in title or assigns.

7.3 Notwithstanding clause 6.4, a Successor may not conduct or permit the conduct of any retail business activity on the Leased Portion unless such Successor operates a materially similar business to the Sublessee, in which case clause 6.4 shall apply *mutatis mutandis* to the Successor.

8.

#### Cooperation and Access

8.1 It is hereby acknowledged that in addition to any development on the Leased Portion by the Sublessee, the Sublessor intends to develop the property adjacent to the Leased Portion (shown as Area A on the attached diagram, Annexure "X") and both the Sublessor and Sublessee may require each other's reasonable





cooperation in order to facilitate their respective developments. The Sublessor and Sublessee therefore agree to cooperate on the following: (i) grant access to their respective portions for the laying of any underground utilities required by the other party for their development, (ii) in the creation of an open and accessible pedestrian interface that will allow pedestrians to move between Area A and the Leased Portion (Area B), depicted on Annexure "X" (subject to any reasonable limitations imposed by the Sublessor and/or the Sublessee relating to safety and security) and (iii) if required, in the creation of separate side-by-side road access points to Area A and the Leased Portion (Area B) (depicted on Annexure "X").

- 8.2 It is recorded that it is the intention of the Sublessor and Sublessee to have their own separate legal road access to Area A and the Leased Portion (Area B) respectively. If this is not achievable for whatever reason, then each party shall be obliged to allow the other party road access to such other party's portion over its own portion, depending on the Municipality's approval requirements for the location of such access road.
- 8.3 It is recorded that the Sublessor has erected a structure on the Leased Portion, housing its water tanks and developed associated infrastructure. The Sublessee agrees to allow the Sublessor until 31 March 2019 to remove the said structure, water tanks and associated infrastructure from the Leased Portion.

9.

**Mortgage of the Sublease**

- 9.1 Should the Sublessee intend to mortgage this Sublease in favour of a bank to raise the capital required to finance the construction of any buildings, the Sublessor consents to such mortgage.
- 9.2 Should the Sublessee require additional finance for the development of the Leased Portion, the Sublessee will be entitled to further mortgage the Sublease or cancel any mortgage bonds and register replacement mortgage bonds in favour of another bank, the Sublessor consents in advance to any such transactions.











- 9.3 The Sublessor undertakes to and in favour of the holder of a mortgage bond or mortgage bonds to be registered over the Sublease (the bondholder) that it will not cancel the Sublease on breach, without first :
- (a) delivering to the bondholder by personal service or by registered post to such address as the bondholder may appoint, a copy of any notice of breach served on the Sublessee; and
  - (b) affording the bondholder a period of thirty (30) days from the date of receipt of the notice within which to remedy the breach on behalf of the Sublessee.
- 9.4 Should the bondholder foreclose on the mortgage bond registered over the Sublease and sell in execution the Sublessee's right, title and interest in the Sublease to a Purchaser, the Sublessor shall not unreasonably withhold its consent to the cession and assignment of this Sublease to the Purchaser thereof.
- 9.5 Should the Sublessee be placed in liquidation, the Sublessor shall not unreasonably withhold its consent to the cession and assignment of this Sublease by the Liquidator to a cessionary nominated by the Liquidator.
- 9.6 Should this Sublease be cancelled or terminated, the bondholder shall, forthwith upon such cancellation or termination, negotiate an option to lease the Leased Portion from the Sublessor upon such terms and conditions as may be agreed upon by the parties.
- 9.7 The Sublessor agrees to enter into an agreement with the Sublessee, the bondholder and Transnet upon terms and conditions substantially the same as those which are contained in agreements required by banks which lend against the security of a mortgage of a lease.
- 9.8 Should the Sublessee procure the cancellation of the existing mortgage bond and register a mortgage bond in favour of another bank, the Sublessor similarly agrees to enter into a replacement agreement with the new bank.

9.9 The Sublessee undertakes to procure the cancellation of any mortgage bonds registered over this Sublease once the amounts owing under the mortgage bonds have been discharged and by not later than the date of termination of this Sublease.

10.

**Maintenance**

10.1 Notwithstanding that the improvements to the Leased Portion shall become the property of the Sublessor upon termination of the Sublease, the Sublessee shall at its expense and risk maintain and protect any improvements made to the Leased Portion.

10.2 The Leased Portion at all times shall be kept in a clean and orderly condition to the satisfaction of the Sublessor.

11.

**Compliance with Bylaws**

The Sublessee undertakes to comply with any statutes or bylaws affecting the Leased Portion.

12.

**Service by the Municipality or Other Authority**

The Sublessee shall at its own cost arrange with the municipality or other competent authority for the supply of water and electricity and for disposal services of sanitary waste, sewerage and garbage. The Sublessee shall also arrange at its cost with the municipality or competent authority for the rendering of all other services which may be required for the activities which are to be carried out on the Leased Portion.



13.

**Valuations**

The Sublessee shall be entitled to require the Sublessor to object to any valuation made by a municipal or other authority in respect of the Leased Portion or the improvements thereon or to any assessment of rates, taxes, charges, levies or assessments which the Sublessee is liable to pay or refund to the Sublessor as provided herein. The Sublessee shall be liable for all costs reasonably incurred by the Sublessor in prosecuting any objection at the insistence of the Sublessee and shall be entitled to any benefit accruing as a result of a successful objection.

14.

**Disposal of Improvements on Termination**

Upon termination of this lease by effluxion of time or for any other reason, the improvements to the Leased Portion shall vest in the Sublessor without any compensation to the Sublessee who shall (or whose sub-sub lessees shall), however, be permitted to remove prior to termination of this Sublease, any machinery, plant and items of a movable or detachable nature.

15.

**Headlease**

Insofar as the terms and conditions of the Headlease have application to this Sublease and to the Leased Portion, such terms and conditions mutatis mutandis shall apply to this Sublease and are deemed to be incorporated herein by reference. The Sublessee acknowledges being fully aware of the terms and conditions of the Headlease.

16.

**Breach of Sublease**

Subject always to the rights of the bondholder as provided for in clause 9 hereof, should the Sublessee breach any of the terms and conditions of this Sublease and remain in breach after having received twenty-one (21) days written notice to remedy the breach, the Sublessor shall be entitled to enforce it by legal action.



17.

**Notices and Domicilia**

17.1 The Sublessor chooses as its domicilium citandi et executandi at:

\_\_\_\_\_

provided that the Sublessor shall be entitled to alter this domicilium by written notice to the Sublessee.

17.2 The Sublessee chooses its domicilium et executandi at:

\_\_\_\_\_

provided that the Sublessee shall be entitled to alter this domicilium by written notice to the Sublessor.

17.3 Notices may be sent by prepaid registered letter post or may be delivered by hand at the chosen domicilium. If sent by prepaid registered post, a letter shall be deemed to have been delivered 10 (ten) days after the date of posting.

18.

**Amendment or Variation of Sublease**

This Sublease incorporates the entire agreement between the Sublessor and the Sublessee and no addition, amendment, cancellation or variation hereof shall be of any force or effect unless in writing and signed by both the Sublessor and the Sublessee.

*Handwritten signature*

*Handwritten signature*

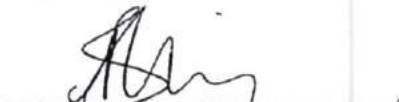
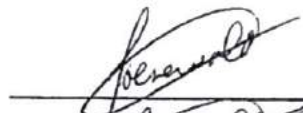
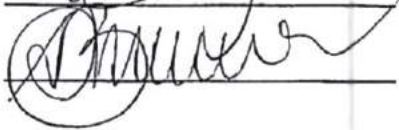
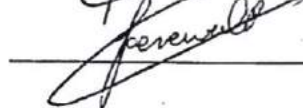
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*Handwritten signature*

*Handwritten signature*

THUS DONE AND EXECUTED at DURBANVILLE aforesaid on the day, month and year first hereinbefore written in the presence of the subscribing witnesses.

AS WITNESSES

1.   q.q.  
2.   q.q.

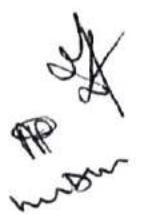
QUOD ATTESTOR

  
NOTARY PUBLIC





M



DAVID HELBIG & ABRAHAMSE, LAND SURVEYORS

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System WG 19° X			S.G. No. 2055/2012 Approved <i>Koffen</i> for Surveyor-General 17-09-2012
		Constant	±	0,00 +3 700 000,00	
AB	59,95	301 14 00	A	-10 368,07 +	53 107,59
BC	32,32	301 01 30	B	-10 419,33 +	53 138,67
CD	79,83	301 19 10	C	-10 447,03 +	53 155,33
DE	19,87	342 08 50	D	-10 515,23 +	53 196,83
EF	5,17	26 54 40	E	-10 521,32 +	53 215,74
FG	27,97	37 10 10	F	-10 518,98 +	53 220,35
GH	10,24	0 30 10	G	-10 502,08 +	53 242,64
HJ	7,62	344 09 30	H	-10 501,99 +	53 252,88
JK	14,89	325 22 10	J	-10 504,07 +	53 260,21
KL	7,23	31 20 40	K	-10 512,53 +	53 272,46
LM	169,34	121 20 40	L	-10 508,78 +	53 278,64
MN	41,25	160 17 30	M	-10 364,15 +	53 190,55
NP	33,92	123 17 30	N	-10 350,24 +	53 151,72
PQ	11,87	234 20 30	P	-10 321,89 +	53 133,10
QR	15,85	303 45 30	Q	-10 331,53 +	53 126,18
RS	11,62	303 21 00	R	-10 344,71 +	53 134,99
SA	36,45	202 00 00	S	-10 354,42 +	53 141,38
		272 Du Toitskop	Δ	-13 868,02 +	50 664,68
		274 Robert	Δ	- 9 159,39 +	54 252,31

**Sheet No 1 of  
2 Sheets**

**Beacon Description:**

All beacons are 12 mm iron peg, except  
 N 20 mm iron peg in concrete  
 Q 20 mm iron peg next to wall  
 R corner of low wall

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

The figure **ABCDEFGHIJKLMNPQRS**  
represents **1.3378 hectares** of land, being

**Lease Area No 3 over the Remainder of Erf 140 Franschoek**

Situate in **the Stellenbosch Municipality**  
 Administrative District of **Paarl** Province of the Western Cape

Surveyed in **March 2001 and January 2009**  
 by me **D S HELBIG**  
 Professional Land Surveyor  
 (PLS0256)

APPROVED IN TERMS OF SECT. 28  
OF ORD. 15/1998  
REF. FH 140  
DATE 2012-08-30

This diagram is annexed to No. dated i.f.o.	The original diagram is No. 6589/1957 annexed to Transfer No. 1905. .5848	Registrar of Deeds	File No. S/7042/12 v.2 S.R. No. 912/2012 Comp. BI-7CA/X51 (1599) BI-7CA/X52 (1600) LPI C0550003
---	---	--------------------	---

*(Handwritten signatures and initials)*



## David Hellig

---

**From:** Rodney Adams <Rodney.Adams@ Stellenbosch.gov.za>  
**Sent:** Thursday, 22 August 2019 13:48  
**To:** David Blyth  
**Cc:** Andrew Crouzer  
**Subject:** ROLLING STOCK RECEPTION COACH

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Day

The building regulations clearly states that for any structure, whether permanent or temporary, written approval is required from the Local Authority prior to commencement of construction. This, however does not qualify as a "structure" due to its mobile nature and use and therefore I don't require an application in terms of the National Building Regulations and Standards Act. This coach is also not on a fixed stand/erf that is privately owned. I suggest you get approval from the Rail Road authority.



*Kind regards,*

**Rodney B. Adams**

Building Control Officer

Building Development Management

---

T: +27 21 808 8686 | Fax 021-886 7319

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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[http://www.stellenbosch.gov.za/main\\_pages/disclaimerpage.htm](http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm)



**STELLENBOSCH**

STELLENBOSCH • APRIL • FRANSBURG

MUNICIPALITEIT • 19 APRIL • FRANSBURG



### About Stellenbosch Municipality

Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.

Our head office is at Town House Complex, Plein Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

### Disclaimer:

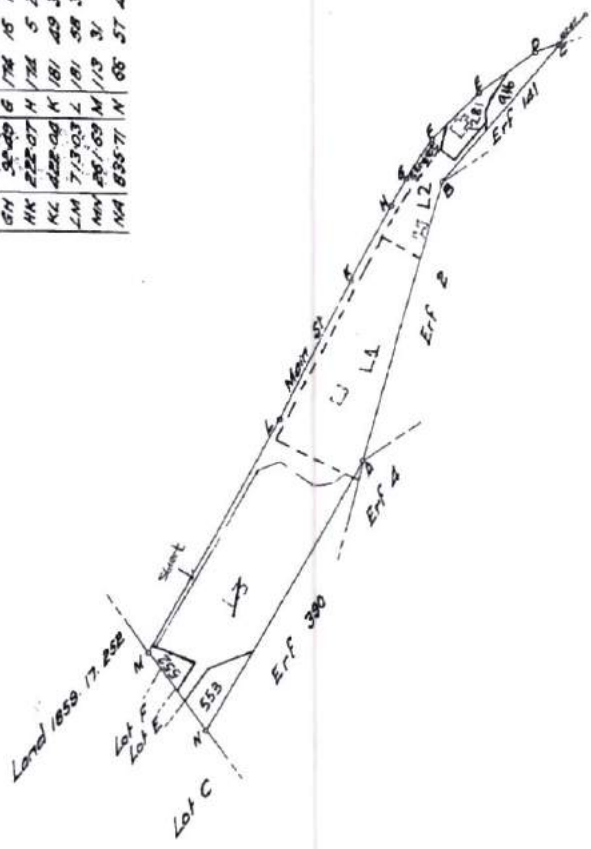
The information contained in this communication from [rodney.adams@stellenbosch.gov.za](mailto:rodney.adams@stellenbosch.gov.za) sent at 2019-08-22 13:48:10 is confidential and may be legally privileged. It is intended solely for use by [david.blyth@winetram.co.za](mailto:david.blyth@winetram.co.za) and others authorized to receive it. If you are not [david.blyth@winetram.co.za](mailto:david.blyth@winetram.co.za) you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. Powered by [Afrovation](#)

6589/57

S.G. No.

SIDES Cape Feet.	Angles at Vertices.	System L.S. Coordinates.	
		X	Y
AB 777.73	A 165 49 20	A	27.51
BC 483.55	B 104 53 40	B	35.59
CD 75.39	C 28 59 30	C	131.71
DE 182.10	D 165 41 40	D	28.61
EF 172.03	E 108 40 0	E	29.65
FG 124.22	F 175 17 40	F	92.96
GH 54.49	G 174 15 10	G	129.05
HK 222.07	H 174 5 20	H	146.85
KL 422.04	K 181 49 30	K	167.26
LM 713.03	L 181 59 30	L	219.22
MN 287.69	M 113 31 0	M	331.33
NA 833.71	N 68 57 40	N	110.78
			1629.44

Approved  
*B. H. S. ...*  
 Surveyor-General.  
 25



The figures **ABCDEFGHIKLMN**  
 represents **4 Morgen 25.9 Aards 13.9 Feet** of land being  
**Erf 140 Fransch Aek.**  
 situate in the Division of **Fransch Aek**,  
 Municipality of **Fransch Aek**,  
 Province of **Cape of Good Hope**.

Surveyed in  
 by me  
**Fransch Aek** in terms of Section 34 of Act 9 of 1927  
 from survey made in January 1900 by  
 Surveyor **C. H. van Broek**.

This diagram is annexed to  
 No. **5248** dated **1905**  
 in favour of  
**DIT**

Register of Deeds  
**91.005-71-5848**

Land Surveyor  
**S**  
 S.G. File No. **5740/12**  
 Survey Record No.  
**BH-7048**  
**BM-7048**

G.P. 3.2011-1034-300. (S.G. 308.)

M. P. Ryan  
 Surveyor  
 11/15/2016  
 L.R.

1A0

SURVEY RECORDED	DATE	DESCRIPTION	DEED
E208988	6/25/88	Ef 552	51669/89
	6/26/88	Ef 553	51669/89
E120640	3/82/90	Ef 916	2387/91
E315470	8/13/90	Ef 1281	5711/91
			626
			1472
			1104
			1212

LS/6859

SURVEY RECORDED	DIAGRAM NO.	DESCRIPTION	DEED
E752/01	1887/01	L1	K191/2008
E2654/02	5880/02	L2	K100/2008
SR 912/2012	2008/2012	L3 represents - misc	K376/131
			cancelled wide
			K 951/2016 L





DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

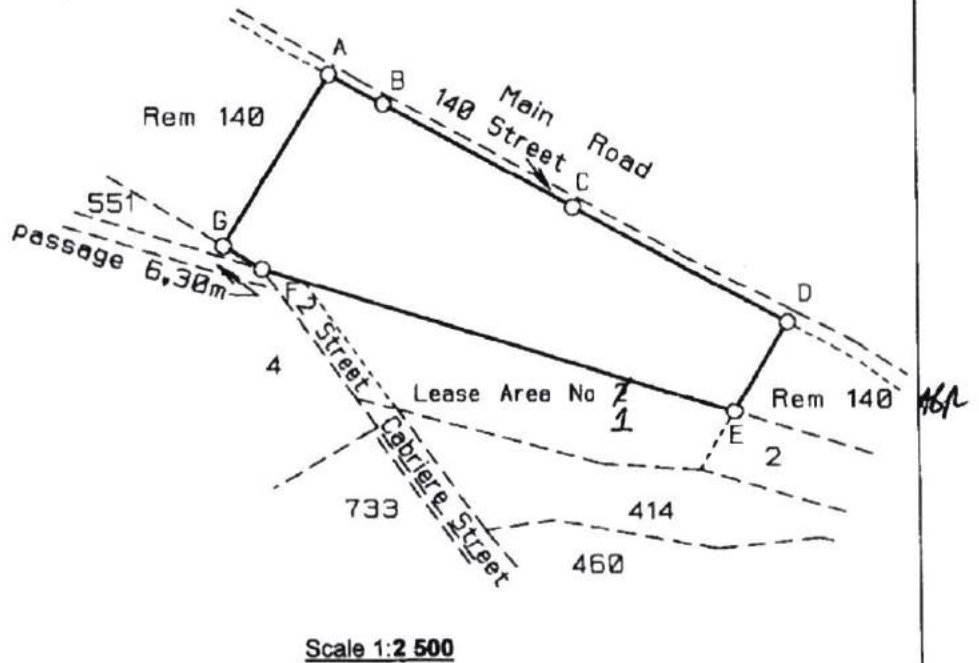
SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES System WG 19			S.G. No 1887/2001	
		Y	X			
	Constant		± 0,00	+3 700 000,00	Approved <i>D. Hellig</i> for Surveyor-General 2-5-2001	
AB	22,99	299 00 40	A	- 10 547,21		+ 53 215,55
BC	77,45	299 03 40	B	- 10 567,32		+ 53 226,70
CD	88,36	298 41 30	C	- 10 635,02		+ 53 264,32
DE	38,29	30 05 30	D	- 10 712,53		+ 53 306,74
EF	178,60	107 10 40	E	- 10 693,34		+ 53 339,87
FG	16,30	121 20 40	F	- 10 522,70		+ 53 287,12
GA	73,88	211 20 40	G	- 10 508,78		+ 53 278,64
	274 Robert	△	- 9 159,39	+ 54 252,31		
	272 Du Toitskop	△	- 13 868,02	+ 50 664,68		

**Beacon Description**

- A 12 mm hole in concrete next to iron rail fence post
- B C iron rail fence post
- D G 12 mm iron peg
- E 12 mm iron peg in platform
- F 12 mm iron peg in tar

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

APPROVED IN TERMS OF SECT. 25  
OF ORD. 15/1985  
REF. 15/4/1/2(265)  
DATE 2001-03-19



The figure **A B C D E F G**  
represents **1,0942 hectares** of land being  
**Lease Area No 1 over the Remainder of Erf 140 Franschoek**  
situate in **the Stellenbosch Municipality**  
Administrative District of **Paarl** Province of the Western Cape  
Surveyed in **March 2001**  
by me, **D S HELLIG**  
Land Surveyor  
PLS 0256

This diagram is annexed to No. <i>K191/2003<sup>S</sup></i> dated i.f.o. Registrar of Deeds	The original diagram is No. 6589/1957 annexed to Transfer No. 1905. <i>5838</i>	File No. s/ 7042/12 S.R. No. E752/2001 Comp. BI-7CA/X52 (1600) BI-7CA/X54 (1602)
---	---	--

S

DAVID HELBIG & ABRAHAMSE, LAND SURVEYORS

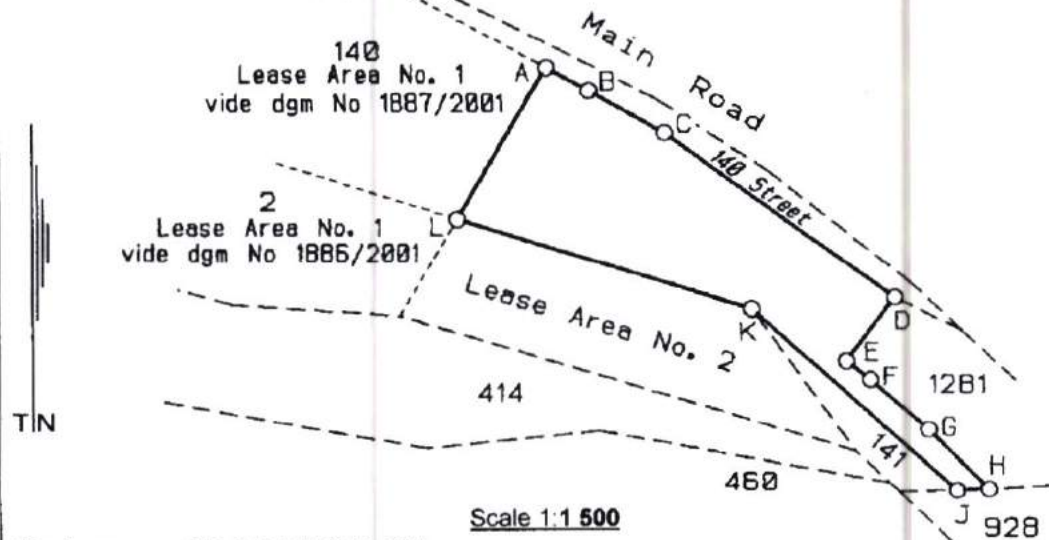
SIDES	Metres	ANGLES OF DIRECTION	CO-ORDINATES		
			Y	System WG 19	X
		Constant	±	0,00	+3 700 000,00
AB	10,35	298 41 30	A	- 10 712,53	+ 53 306,74
BC	18,85	299 13 00	B	- 10 721,61	+ 53 311,71
CD	61,46	305 58 30	C	- 10 738,06	+ 53 320,91
DE	17,49	37 13 10	D	- 10 787,80	+ 53 357,01
EF	6,63	308 00 40	E	- 10 777,22	+ 53 370,94
FG	16,64	310 50 00	F	- 10 782,44	+ 53 375,02
GH	18,52	315 11 50	G	- 10 795,03	+ 53 385,90
HJ	6,95	87 18 40	H	- 10 808,08	+ 53 399,04
JK	59,57	131 59 30	J	- 10 801,14	+ 53 399,36
KL	66,49	107 10 40	K	- 10 756,86	+ 53 359,51
LA	38,29	210 05 30	L	- 10 693,34	+ 53 339,87
		274 Robert	△	- 9 159,39	+ 54 252,31
		272 Du Toitskop	△	- 13 868,02	+ 50 664,68

S.G. No  
5880/2002

Approved  
*[Signature]*  
for Surveyor-General  
2003.01.08

**Beacon Description**

- A D J K 12 mm iron peg
- B C iron rail fence post
- E 15 mm iron peg in concrete next to iron rail fence post
- F G 15 mm iron peg next to iron rail fence post
- H 15 mm iron peg
- L 12 mm iron peg in platform



The figure **ABCDEFGHIJKL**  
represents **2 701 square metres** of land being  
**Lease Area No 2 over the Remainder of Erf 140 Franschoek**  
situate in **the Stellenbosch Municipality**  
Administrative District of **Paarl** Province of the Western Cape  
Surveyed in **March 2001 and March 2002**  
by me, *[Signature]*  
**D S HELBIG**  
Land Surveyor  
PLS 0256

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

APPROVED IN TERMS OF SECT. 25  
OF ORD. 15/1985  
REF. **FH 2**  
DATE **2002-12-11**

This diagram is annexed to No. <b>K190/2003</b> dated i.f.o. Registrar of Deeds	The original diagram is No. 6589/1957 annexed to Transfer No. 1905. 5848	File No. <b>S/7042/12</b> S.R. No. <b>2654/2002</b> Comp. BI-7CA/X54 (1602)
---	--	--



DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System WG 19° X		
		Constant	±	0,00 +3 700 000,00
AB	59,95	301 14 00	A	-10 368,07 + 53 107,59
BC	32,32	301 01 30	B	-10 419,33 + 53 138,67
CD	79,83	301 19 10	C	-10 447,03 + 53 155,33
DE	19,87	342 08 50	D	-10 515,23 + 53 196,83
EF	5,17	26 54 40	E	-10 521,32 + 53 215,74
FG	27,97	37 10 10	F	-10 518,98 + 53 220,35
GH	10,24	0 30 10	G	-10 502,08 + 53 242,64
HJ	7,62	344 09 30	H	-10 501,99 + 53 252,88
JK	14,89	325 22 10	J	-10 504,07 + 53 260,21
KL	7,23	31 20 40	K	-10 512,53 + 53 272,46
LM	169,34	121 20 40	L	-10 508,78 + 53 278,64
MN	41,25	160 17 30	M	-10 364,15 + 53 190,55
NP	33,92	123 17 30	N	-10 350,24 + 53 151,72
PQ	11,87	234 20 30	P	-10 321,89 + 53 133,10
QR	15,85	303 45 30	Q	-10 331,53 + 53 126,18
RS	11,62	303 21 00	R	-10 344,71 + 53 134,99
SA	36,45	202 00 00	S	-10 354,42 + 53 141,38
		272 Du Toitskop	Δ	-13 868,02 + 50 664,68
		274 Robert	Δ	- 9 159,39 + 54 252,31

S.G. No.  
2055/2012

Approved

*Koller*

for Surveyor-General

17-09-2012

**Sheet No 1 of  
2 Sheets**

**Beacon Description:**

All beacons are 12 mm iron peg, except

- N 20 mm iron peg in concrete
- Q 20 mm iron peg next to wall
- R corner of low wall

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

**Withdrawn**  
See S/7042/12 v.2 page 36.....  
vide. Notarial Cancellation K951/16L.  
For Surveyor General *[Signature]*  
Date: 04-10-2019.....

The figure **ABCDEFGHIJKLMNPORS**  
represents **1,3378 hectares**

of land, being

**Lease Area No 3 over the Remainder of Erf 140 Franschoek**

Situate in **the Stellenbosch Municipality**

Administrative District of **Paarl**

Province of the Western Cape

Surveyed in **March 2001 and January 2009**

by me

*[Signature]*  
**D S HELLIG**

Professional Land Surveyor  
(PLS0256)

This diagram is annexed to  
No. **K376/2013L**  
dated  
i.f.o.

The original diagram is  
No. 6589/1957 annexed to  
Transfer No. 1905. .5848

File No. S/7042/12 v.2  
S.R. No. 912/2012  
Comp. BI-7CA/X51 (1599)  
BI-7CA/X52 (1600)  
LPI C0550003

Registrar of Deeds

APPROVED IN TERMS OF SECT. 85  
OF ORD. 15/1958  
REF. FH 140  
DATE 2012-08-30

**S**

**Lease Area No 3 over the Remainder of Erf 140 Franschoek**

S.G. No.

2055/2012

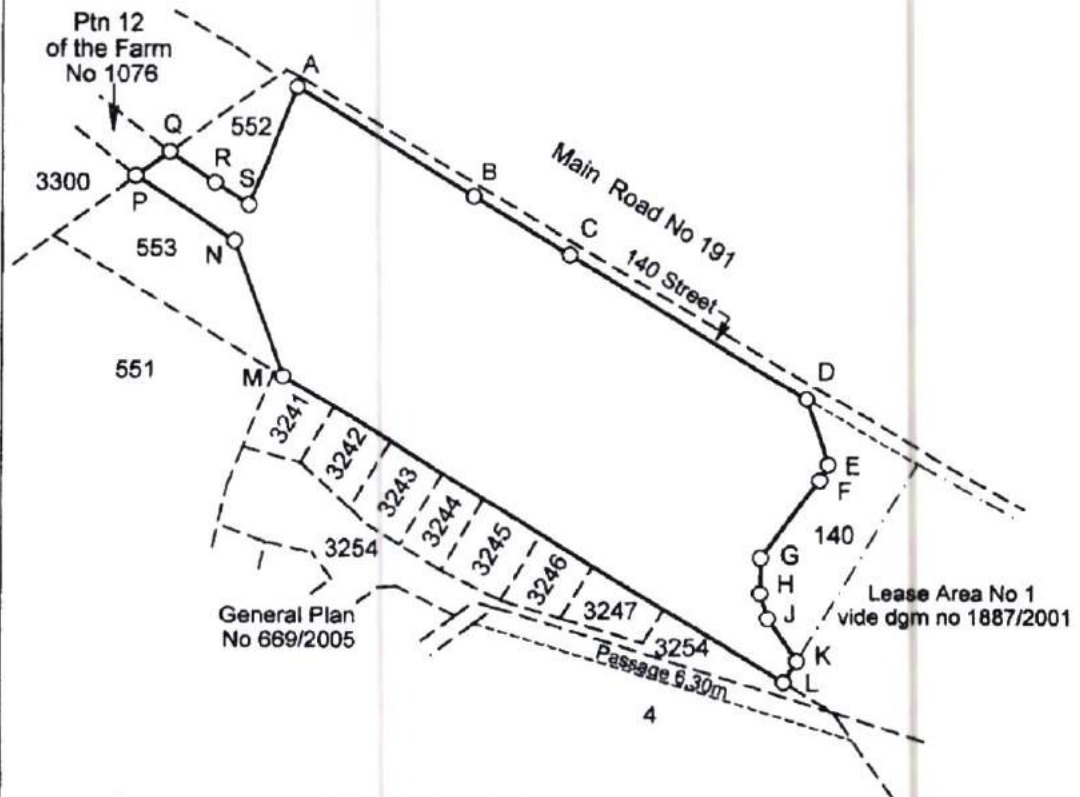
Approved

*Kolten*

for Surveyor-General

17-09-2012

**Sheet No 2 of  
2 Sheets**



**Withdrawn**  
 See S/2042/12.V2 page 34...  
 vide Notarial Cancellation K951/16L  
 For Surveyor General  
 Date: 24-10-2019

Surveyed in **March 2001 and January 2009** by me

*D S Hellig*

**D S HELIG**

Professional Land Surveyor  
(PLS0256)

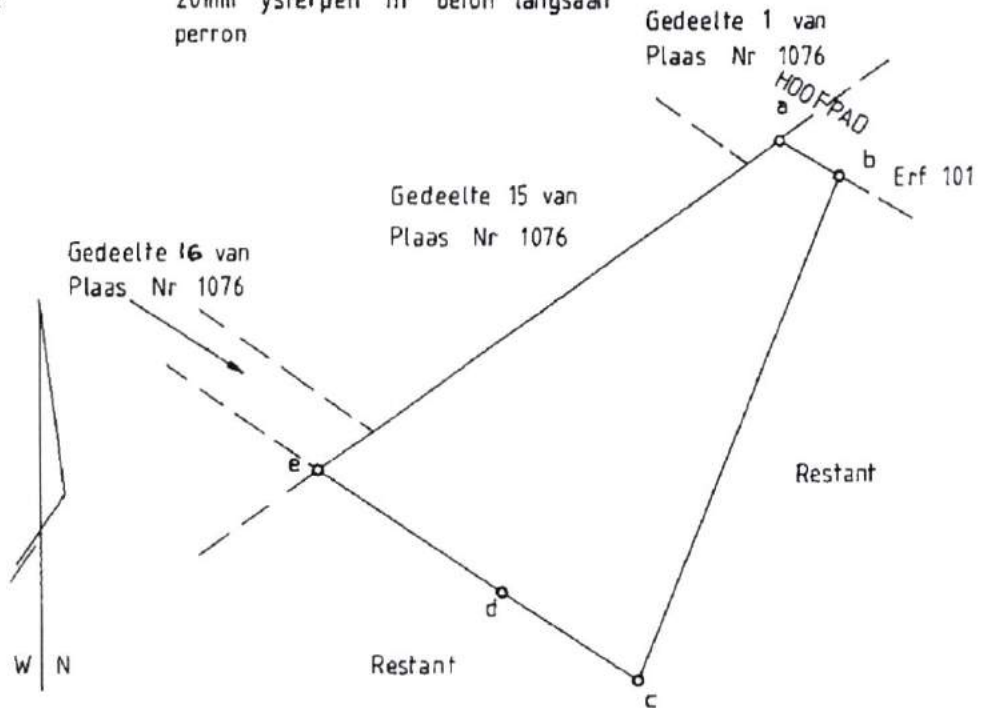
**Scale 1 : 2000**

**S**

SYE METER	RIGTINGS- HOEKE	Konstante	KOÖRDINATE			L.G. No. 6025-88
			Y	Stelsel Lo 19	X	
			+	0,00	+3700 000,00	
ab	5,00	300 49 40	a	-10 428,23	+ 52 803,60	Goedgekeur <i>David</i> Landmeter-generaal 1988-10-20
bc	39,46	22 00 00	b	-10 432,52	+ 52 806,16	
cd	11,64	123 14 30	c	-10 417,74	+ 52 842,75	
de	15,84	123 51 30	d	-10 408,01	+ 52 836,37	
ea	41,08	234 20 30	e	-10 394,86	+ 52 827,54	
3319/274	ROBERT	Δ	-	9 222,64	+ 53 953,50	
3319/49	MIDNBN	Δ	-	6 881,61	+ 52 965,39	

BAKENBESKRYWING :

- a, b, c 20mm ysterpen in beton
- d Baksteen eindpunt van perron
- e 20mm ysterpen in beton langs aan perron



Skaal 1:500

Die figuur a b c d e

stel voor 626 vierkante meter

grond, synde

ERF 552 'n gedeelte van Erf 140 Franschoek

geleë in die Munisipaliteit van Franschoek

Administratiewe Distrik Paarl

Provinsie Kaap die Goeie Hoop.

Opgemeet in Oktober 1987 - Maart 1988

deur my, ons,

*Alfred David Kuhn*  
Landmeters

Hierdie kaart is geheg aan  
T/A  
No. T. 51669/89  
gedateer  
t.g.v.

Die oorspronklike kaart is.  
No. 6589/57 geheg aan  
Transport/Grondbrief  
No. 1905. 73. 5848

Lêer No. S/7042/12  
M.S. No. E 2080/88  
Komp. BI-7CA/X51 (1599)  
BI-7CA/X52 (1600)

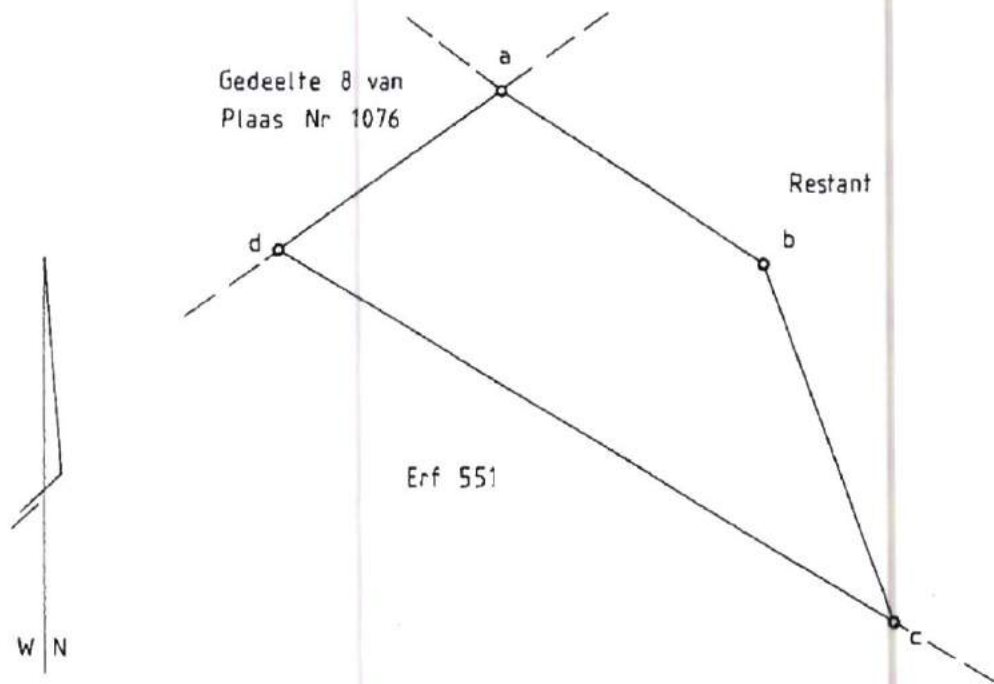
Registrateur van Aktes



SYE METER	RIGTINGS- HOEKE	Konstante	KOÖRDINATE			L.G. No.
			Y	Stelsel Lo 19	X	
			+	0,00	+3700 000,00	6026-88
ab	33,92	303 20 00	a	-10 385,22	+ 52 834,46	Goedgekeur <i>J. Smits</i> Landmeter-generaal 1988-10-20
bc	41,25	340 19 40	b	-10 413,56	+ 52 853,09	
cd	77,48	121 20 20	c	-10 427,45	+ 52 891,94	
da	29,48	234 20 30	d	-10 361,27	+ 52 851,64	
3319/274	ROBERT	Δ	-	9 222,64	+ 53 953,50	
3319/49	MIDDNBG	Δ	-	6 881,61	+ 52 965,39	

**BAKENBESKRYWING:**

- a Yster spoorstaafpaal wat 0,4m uitsteek
- b, c 20mm ysterpen in beton
- d Yster spoorstaafpaal wat 0,3m uitsteek Oos van hoek van muurpilaar



Skaal 1:750

Die figuur a b c d  
stel voor 1472 vierkante meter grond, synde  
ERF 553 'n gedeelte van Erf 140 Franschoek  
geleë in die Munisipaliteit van Franschoek

Administratiewe Distrik Paarl Provinsie Kaap die Goeie Hoop.  
Opgemeet in Oktober 1987 - Maart 1988  
deur *my*, ons, *J. Smits* Landmeters

Hierdie kaart is geheg aan <i>T/A</i> No. <i>T. 51669/89</i> gedateer t.g.v.  Registrateur van Aktes	Die oorspronklike kaart is.  No. 6589/57 geheg aan Transport/ <i>Grondbrief</i> No. 1905. 73. 5848	Lêer No. S/7042/12 M.S. No. B 2080/88  Komp. BI-7CA/X51 (1599) BI-7CA/X52 (1600)
--	--	--

S  
C  
B



## DAVID HELIG &amp; ABRAHAMSE, LAND SURVEYORS

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES System Lo19° X			S.G. No.
		Constant	+	0.00	+3700 000.00	9513-90
AB	16,71	289 29 00	A	-	10 849,84	+ 53 059,89
BC	39,00	313 20 20	B	-	10 865,60	+ 53 065,46
CD	29,47	326 40 30	C	-	10 893,96	+ 53 092,23
DE	22,93	123 28 20	D	-	10 910,15	+ 53 116,85
EF	12,50	110 00 00	E	-	10 891,02	+ 53 104,20
FG	7,93	87 18 40	F	-	10 879,27	+ 53 099,93
GH	18,52	135 11 50	G	-	10 871,35	+ 53 100,30
HJ	16,64	130 50 00	H	-	10 858,30	+ 53 087,16
JK	6,63	128 00 40	J	-	10 845,71	+ 53 076,28
KA	15,46	217 13 10	K	-	10 840,49	+ 53 072,20
CL	11,84	326 40 30	L	-	10 900,47	+ 53 102,12
LM	55,08	134 05 20	M	-	10 860,91	+ 53 063,80
MB	4,98	289 29 00				
		274 Robert	△	-	9 222,64	+ 53 953,50
		49 Middenberg	△	-	6 881,61	+ 52 965,39

Approved

Surveyor-General

1991-07418

Sheet no 1  
of 2 Sheets**Beacon Description**

- A 15 mm iron peg next to wall corner  
 B C G L M 15 mm iron peg  
 D E F 20 mm iron peg in concrete  
 H J 15 mm iron peg next to iron rail fence post  
 K 15 mm iron peg in concrete next to iron rail fence post

The figure **A B C D E F G H J K**represents **1212 square metres**

of land being

situate **Erf 1281 a Portion of Erf 140 Franschoek**  
**In the Municipality of Franschoek**Administrative District of **PAARL**

Province of Cape of Good Hope

Surveyed In **October - December 1990**

by me,

Land Surveyor

This diagram is annexed to No. <u>754114/91</u> dated l.f.o. Registrar of Deeds	The original diagram is No. 6589/1957 annexed to Transfer No. 1905.73.5848	File No. <u>5/7042/12</u> S.R. No. <u>E 3154/90</u> Comp. BI-7CA/X54 (1602)
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FOR ENDORSEMENTS  
SEE BACK OF DIAGRAM

1281



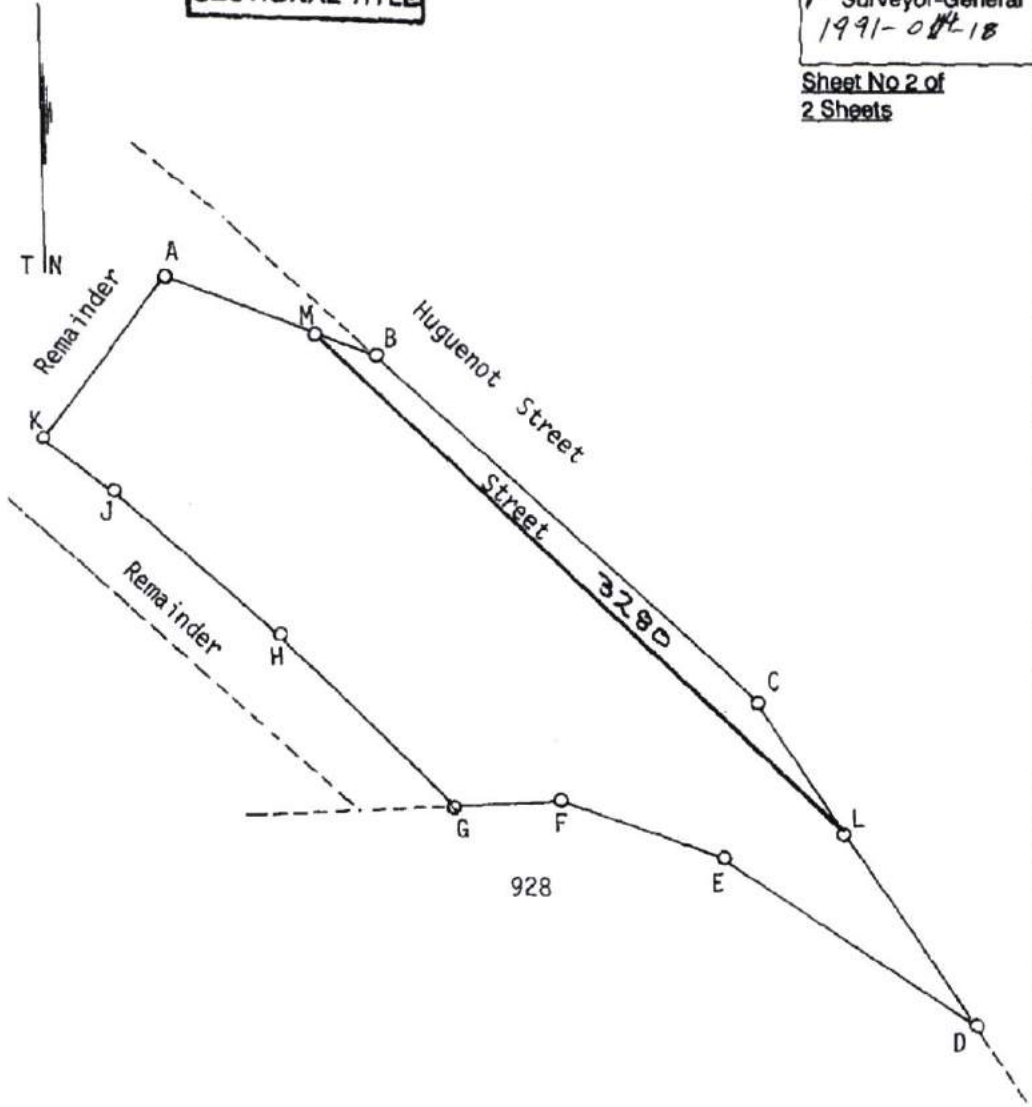
Erf 1281 Franschhoek

S.G. No.  
9513-90

**SUBJECT TO  
SECTIONAL TITLE**

Approved  
*[Signature]*  
Surveyor-General  
1991-011-18

Sheet No 2 of  
2 Sheets



Surveyed in October - December 1990 by me.

*[Signature]*  
Land Surveyor

Scale 1:1000

1281

S

41

1281

SECTIONAL TITLES

SR E. RECORD	D NUMBER	SS. NUMBER	INITIAL & DATE
E 1398/2006	D 414/2006	773/2006	

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER VOL.	INITIALED	REMARKS
E 1398/06	4733/2006	Erf 3280	110 m <sup>2</sup>	94800/06	N.D	

FEE  
R. 16000

136  
10

GEREGISTREER  
REGISTERED  
REGISTRAR/REGISTRAR

08 DEC 2010

VERBIND MORTGAGED  
VIR FOR R 20 000 000  
B 035755/10  
08 DEC 2010  
REGISTRAR/REGISTRAR  
00019607/2013  
GEKANSLEER  
CANCELLED  
REGISTRAR/REGISTRAR  
2003-04-29

Protocol No. 1447/2010

Cox Yeats Attorneys  
12th & 13th Floors  
Victoria Main  
71 Victoria Embankment  
DURBAN

1002413413  
3039299

K 000001125/2010

NOTARIAL DEED OF CESSION OF LEASE

By virtue of Powers of Attorney

BE IT HEREBY MADE KNOWN:

ZIYANDA  
2010-12-21  
CAPTAIN

THAT on this the 29th day of July in the Year of Our Lord Two Thousand and Ten (2010) before me

ROBIN PETER WESTLEY

DATA / VERIFY  
14 JAN 2011  
GONCALVES

of Durban, in the Province of Kwazulu-Natal, Notary Public, residing and practising at Durban aforesaid, by lawful authority duly admitted and sworn, and in the presence of the subscribing witnesses, personally came and appeared

DEBORAH CHANTAL YOUNIE

R

Handwritten signature



000001125/2010

Servituut No. .... geregtigter die ..... dag van ..... 19.....  
 Servitude No. .... registered this ..... day of .....  
 Toestemming met .....  
 Consent with .....  
 Aankantoor .....  
 Office Registry .....  
 KAAPSTAD/CAPE TOWN.  
 08 DEC 2010  
 REGISTRATURUS VAN AKTES.  
 REGISTRAR OF DEEDS.

**VERBIND MORTGAGED**  
 VIR FOR R 45 000 000  
 10650/13  
 2013-04-29  
 REGISTRATURUS/REGISTRAR

Para 2  
 ROSE AREA NO 3 MAG 133 TB ha

**VERHUUR KAN LEASED TO**  
 Green Village Properties 241 (Pty) Ltd  
 VIR FOR 35 YEARS FROM JANUARY VANAF  
 K 000009376/2014  
 2013-04-29  
 REGISTRATURUS/REGISTRAR

~~REG~~  
**GEKANSLEER CANCELLED**  
 REGISTRATURUS/REGISTRAR  
 18 OCT 2016

www.talk.com

www.talk.com

www.talk.com

www.talk.com

www.talk.com

W.O.P.

she being duly authorised thereto by virtue of:-

1. A Special Power of Attorney granted to her by

**LA GARE FRANSCHHOEK JOINT VENTURE**

(comprising Complex Property Projects (Proprietary) Limited, Registration No. 1995/006587/07,

Colec Investments (Proprietary) Limited, Registration No. 1974/008933/07  
and Forever Africa (Proprietary) Limited, Registration No. 1995/013068/07)

represented herein by HENFRED JOHN LOUBSER, he being duly authorised by Resolutions of the Directors of the three companies dated the 10th day of JUNE 2010 and which said Power of Attorney is dated the 10th day of JUNE 2010 and signed at PRETORIA

(which is hereinafter together with its successors in title or assigns referred to as the "CEDENT");

2. A Special Power of Attorney granted to her by

**GREEN WILLOWS PROPERTIES 302 (PROPRIETARY) LIMITED**

**REGISTRATION NUMBER 2009/001957/07**

represented herein by LOUIS MARIE JOSEPH ROBERT MAINGARD, he being duly authorised by a Resolution of the Directors of the Company dated the 7th day of JUNE 2010 and which said Power of Attorney is dated the 7th day of JUNE 2010 and signed at MOUNT EDGECOMBE, KWAZULU-

NATAL

(which is hereinafter together with its successors in title or assigns referred to as the "CESSIONARY");



3. A Special Power of Attorney granted to her by

**TRANSNET LIMITED**  
No. 1990/000900/06

A public company with limited liability and duly incorporated in terms of the Company Laws of the Republic of South Africa, represented herein by MARIUS WILHELM NEL he being duly authorised hereto by Power of Attorney No. 453/94 registered in the Deeds Office at Cape Town

which said Power of Attorney is dated the 15th day of JULY 2010 and signed at JOHANNESBURG

(which is hereinafter together with its successors in title or assigns referred to as "TRANSNET");

which said Powers of Attorney and certified copies of which Resolutions have this day been exhibited to me and now remain filed in my Protocol.

AND THE APPEARER DECLARED THAT WHEREAS :

- A. Notarial Deed of lease No. K189/2003L was registered between TRANSNET LIMITED as lessor and the Cedent in respect of the properties described as :

1. Erf 2 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape

In extent: 7017 (Seven Thousand and Seventeen) square metres;

2. The Remaining Extent of Erf 140 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape

In extent: 3,0485 (Three comma Nought Four Eight Five) Hectares;

*R*

*[Handwritten signature]*



3. The Remaining Extent of Erf 141 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape  
In extent: 305 (Three Hundred and Five) square metres;

hereinafter referred to as "the Notarial Lease";

- B. The CEDENT has agreed to cede and assign its right, title and interest in and to the Notarial Lease to the CESSIONARY.
- C. TRANSNET has agreed to the cession and assignment of the Notarial Lease to the CESSIONARY.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :**

1. With effect from the date of registration hereof in the Deeds Office, the CEDENT hereby cedes and assigns all of its right, title and interest, claim and demand in and to the Notarial Lease to the CESSIONARY, its successors in title or assigns.
2. The CESSIONARY hereby accepts the cession and assignment of the right, title, interest and obligations of the CEDENT aforesaid, subject to all the terms and conditions of the Notarial Lease and the CESSIONARY undertakes to observe and to perform the obligations and conditions contained in the Notarial Lease.
3. TRANSNET hereby consents to the cession and assignment of the right, title and interest of the CEDENT in and to the Notarial Lease and to the delegation by the CEDENT of its obligations thereunder to the CESSIONARY as contemplated in paragraphs 1 and 2 above.

*[Handwritten signature]*

*[Handwritten initials/signature]*

3. The costs of preparation and registration of this Cession shall be paid by the  
CESSIONARY.

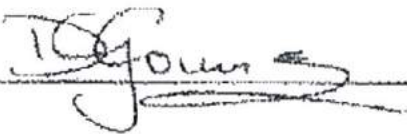
AND THE APPEARER further declared that the sum of R798 000,00 (Seven  
Hundred and Ninety Eight Thousand Rand) inclusive of VAT is to be paid by the  
CESSIONARY to the CEDENT for the right, title, interest, claim and demand hereby  
ceded and assigned.

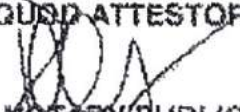
THUS CONTRACTED AND AGREED AT DURBAN aforesaid on the day, month and  
year first aforesaid in the presence of the undersigned witnesses.

AS WITNESSES:

1.   
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2.   
\_\_\_\_\_

 g.g.

**QUOD ATTESTOR**  
  
**NOTARY PUBLIC**

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SEALING DUTY R14 000 00  
 FOOI FEE R 95 00

GENE STITZER  
 REGISTRAR  
 2003-03-05

NOTARIAL LEASE

I certify that stamp duty to the value of R14 900,00 has been paid on the original filed in my protocol.

NOTARIAL LEASE

K 189/2003 4

BE IT HEREBY MADE KNOWN

That on the 17th day of February 2003 appeared before me

DAVID KENNY

a Notary, by lawful authority sworn and admitted, residing in the Division of the Cape and practising at Cape Town in the Province of the Western Cape.

NINETTE LENNOX

he being duly authorised thereto by a Power of Attorney granted to her by Henfred John Loubser, he being duly authorised thereto by virtue of a resolution granted at Pretoria on 24 October 2001 (a copy of which is filed in my protocol) by LA Gare Franschhoek Joint Venture consisting of Colec Investments (Proprietary) Limited, Registration Number 1974/000933/07, Complex Property Projects (Proprietary) Limited, Registration Number 1995/006597/07 and Forever Africa (Proprietary) Limited, Registration Number 1995/013068/07.

(Hereinafter referred to as the LESSEE)

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AND the same appearer being duly authorised thereto by a Power of Attorney granted to her by Transnet Limited, Registration Number 1990/000900/06, trading as Propnet herein, represented by Andre Marais, being duly authorised thereto by a resolution of the Board of Directors of Transnet Limited, Registration Number 1990/000900/06, a copy of which is filed in my protocol (hereinafter referred to as the LESSOR.)

AND the appearer declared:

A lease agreement was entered into on the 7th of August 1998 at Johannesburg between Transnet Limited, Registration Number 1990/000900/06, trading as Propnet, represented by Andre Marais, duly authorised thereto and LA Gare Franschhoek Joint Venture consisting of Colec Investments (Proprietary) Limited, Registration Number 1974/000933/07 represented by Aletta Catharina Loubser, duly authorised thereto, Complex Property Projects (Proprietary) Limited, Registration Number 1995/006597/07 represented by Henfred John Loubser, duly authorised thereto by a resolution and Forever Africa (Proprietary) Limited, Registration Number 1995/013068/07, represented by Nicodemus Oupa Mooketsi, duly authorised by virtue of a resolution, which agreement was amended by addendum to the lease agreement dated the 9th of July 2001 at Pretoria and 26 October 2001 at Johannesburg, and the amendment dated the 5th of December 2002 at Pretoria with Colec Investments (Proprietary) Limited, Registration Number 1974/000933/07, being represented by Johannes Stephanus Malherbe, duly authorised thereto, Complex Property Projects (Proprietary) Limited, Registration Number 1995/006597/07, being represented by Henfred John Loubser, duly authorised thereto and Forever Africa (Proprietary) Limited, Registration Number 1995/013068/07 represented by Nicodemus Oupa Mooketsi, duly authorised thereto and Transnet Limited, Registration Number 1990/000900/06 trading as Propnet represented by Siphon Mashinini duly authorised thereto, the terms of the amendments duly incorporated in the lease agreement to set out hereinafter (copies of which resolution are filed in my protocol).

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**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. HEADNOTES**

The headnotes to the clauses of this agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation of such clauses.

**2. DEFINITIONS**

In this agreement, unless it is expressly stated to the contrary, the following expressions bear the meaning assigned to them:

2.1 Land Portions of Erf 2 Franschoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 7017 (seven thousand and seventeen) square meters, held by Deed of Transfer No. T2762/1907, the Remaining extent of Erf 140 Franschoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 3,0998 (three comma zero nine nine eight) hectares, held by Deed of Transfer No. T5848/1996, the Remaining extent of Erf 141 Franschoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 315 (three hundred and fifteen) square metres, held by Deed of Transfer No. T5540/1979, in extent approximately three comma three eight (3.38) heciares, reflecting the first phase of development.

2.1.1 "LAND" – Erf 2 Franschoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 7017 (Seven Thousand and Seventeen) square metres, held by Deed of Transfer No. T2762/1907.

X The remaining extent of Erf 140 Franschoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 3,0998 (Three comma nil nine nine eight) hectares, held by Deed of Transfer No. T5848/1996.

The remaining extent of Erf 141 Franschoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 315 (three hundred and fifteen) square metre. lld by Deed of Transfer No. T5540/1979.

2.1.2 "IMPROVEMENTS" – all buildings and structures erected on or any other development of the LAND by the LESSEE and any existing structures not demolished;

2.1.3 "PREMISES" – the LAND and IMPROVEMENTS thereon;

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12<sup>th</sup> Floor, 1 Adderley Street, Cape Town, or such other address as the LESSOR may prescribe, shall be as follows:

5.1.1 For the period of 8 August 1998 to 30 September 2001, i.e. the construction period, no rental shall be payable.

5.1.2 For the period 1 October 2001 to 30 September 2003, an annual minimum rental of R60 000,00 (sixty thousand rand) shall be paid in equal monthly instalments at the end of each and every month by the LESSEE to the LESSOR and shall escalate by 10% (ten percent) per annum from 1 October 2002. The minimum annual rental plus escalation shall increase to 121 000,00 from 1 October 2003 or from the date that the premises are developed.

5.1.2.1 In respect of each year thereafter, i.e. from 8 August 2005 the minimum rental shall escalate with effect from each anniversary date at the market escalation rate determined every 5 (five) years in accordance with clause 2 of Annexure "A" hereof, to the principal agreement, shall be substituted by 1 October 2006.

5.2 The annual minimum rental payable in terms of Clause 5.1.2 hereto shall be paid by the LESSEE to the LESSOR monthly in arrears without any deductions not later than the last day of each and every month thereafter at the *domicilium* of the LESSOR or at such other address as the LESSOR may prescribe in writing from time to time.

5.3 Value Added Tax, calculated at the then prevailing rate, shall be payable simultaneously with the rental for the specific lease period by the LESSEE to the LESSOR.

6. SUSPENSIVE CONDITIONS

The parties hereby expressly state that any special conditions that existed in terms of the negotiation have been complied with.

7. CURRENT PROPOSAL

7.1 The CURRENT PROPOSAL was developed and incorporated in a proposal call submission document on 24 July 1996. The proposal to the LESSOR was finally awarded to the LESSEE on 6 June 1997 on the basis of a 50 year leasehold over the commercial portion and freehold over the residential portion of the LAND respectively.

7.2 The LESSOR and LESSEE acknowledge that the macro environment in Franschhoek has changed substantially and new developments have



been undertaken in Franschhoek since the CURRENT PROPOSAL was initiated. The CURRENT PROPOSAL therefore may have to be amended to reflect changes so as to ensure an appropriate and sustainable development.

- 7.3 In the light of Clause 7.2 hereof it is agreed that changes may have to be incorporated into the CURRENT PROPOSAL and could result in a material deviation from the CURRENT PROPOSAL.
- 7.4 Any material changes to the CURRENT PROPOSAL shall be agreed to by the LESSOR and LESSEE and incorporated as an amendment to this Agreement of Lease, duly completed and signed by the PARTIES hereto, provided that:
- 7.4.1 The financial return to the LESSOR and LESSEE shall not be compromised in any manner;
- 7.4.2 The proposed changes shall be a direct result of the changing circumstances or initiatives contemplated in Clause 7.2 hereof.
- 7.5 A separate Agreement for the sale of Remainder of Erf 140, Franschhoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 3,0998 hectares, held by Deed of Transfer No. T5848/1996, for the development of residential units exists. In the event that changes introduced to the CURRENT PROPOSAL have the effect that the residential use of the LAND or part thereof be converted to a non-residential use, the LESSOR (subject to the approval of the LESSOR's Board of Directors, where necessary), that portion shall be incorporated in the LEASE AGREEMENT for Erf 2 Franschhoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 17017 square metres, held by Deed of Transfer No. T2762/1907, the remainder of Erf 140 Franschhoek, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape, in extent 3,0998 hectares, held by Deed of Transfer No. T5848/1996 entered into between the LESSOR and LESSEE by means of a supplementary agreement.

## 8. DOMICILIUM CITANDI ET EXECUTANDI

- 8.1 For the purpose arising from or in connection with this Lease, the parties respectively select and appoint the following *domicilium citandi et executandi*.

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8.1.1 the LESSEE

The Administrator  
La Gare Franschhoek Joint Venture  
C/o Complex Properties Projects (Proprietary)  
Limited  
Registration Number 1995/006597707  
35 Golf Street  
Waterkloof, PRETORIA  
0181  
P.O. Box 36629  
Menco Park  
0102

8.1.2 The LESSOR

General Manager (Property)  
Propriet  
35<sup>th</sup> Floor  
Carlton Centre  
JOHANNESBURG  
2001  
P.O. Box 1690  
BOUBERT PARK  
2044

8.1.3 The MORTGAGEE:

ABSA Trust  
2<sup>nd</sup> Floor, block B  
65 Empire Road  
Parktown, 2193  
P.O. Box 61167  
MARSHAL TOWN  
2107  
Tel: 011-480 5000  
Fax: 011-480 3577  
<http://www.absa.co.za>

8.2 Either party may change its stated *domicilium* to any other physical address in the Republic of South Africa, by not less than ten (10) days prior written notice to this effect.

8.3 Any notice addressed to a party, at the *domicilium* hereby chosen shall:

8.3.1 If posted by prepaid registered post, be deemed to have been received by the addressee/s on the seventh (7<sup>th</sup>) day following the date of such posting; or



8.3.2 If delivered by hand on a business day, be deemed to have been received by the addressee/s on the date of such delivery, as the case may be; or

8.3.3 If transmitted by fax be deemed to have been received on the date of transmission if confirmed by not later than the next business day by prepaid registered post.

## 9. RECORDAL

9.1 It is recorded that it is the intention of the parties to the La Gare Franschhoek Joint Venture to form a limited liability company in which the parties will be the majority shareholders, to undertake the development of the project in terms of the conditions of this LEASE AGREEMENT.

9.2 The LESSEE will advise the Lessor within seven (7) days of the formation of the limited liability company and the transfer of the La Gare Joint Venture's rights and obligations in terms of this LEASE AGREEMENT to the newly formed company.

9.3 "It is recorded that it is the intention of the lessee to sub-let a portion of the premises, to be defined by incorporation on a Plan duly amended and signed by the parties, to Xton Shelf Investments 17 (Proprietary) Limited, Registration Number 2000/015747/07 ("Xton") and that Xton will be registering a participation mortgage bond for R7 500 000,00 (Seven Million Five Hundred Thousand Rands) over the defined sub-lease portion of the premises in favour of the MORTGAGEE."

## 10. GENERAL TERMS OF LEASE

The General Terms and Conditions of Lease applicable to the PREMISES, attached hereto as Annexure "A" and Development Brief, attached hereto as Annexure "B", and signed by the parties hereto, shall form an integral part of the lease.

## 11. AMENDMENT OR VARIATION OF LEASE

The Lease incorporates the entire agreement between the LESSOR and the LESSEE and not addition, amendment, cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by both the LESSOR and the LESSEE, who hereby acknowledge that no representations or warranties have been made by either the LESSOR or the LESSEE nor are there any understandings or Terms of Lease other than those set out herein.

12. NOTICE

The LESSOR undertakes that in the event of the LESSOR servicing notice upon the LESSEE in respect of any default by the LESSEE of any terms or conditions of the PRINCIPAL AGREEMENT OF LEASE, the LESSOR shall similarly serve a copy of such notice upon any party who is a MORTGAGEE, in order to enable such MORTGAGEE to remedy any such defaults within 60 (sixty) days from the date of the aforementioned notice.

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ANNEXURE "A"

GENERAL TERMS OF LEASE APPLICABLE TO THE PREMISES

1. DETERMINATION OF GROSS ANNUAL RENTAL INCOME

- 1.1 GROSS ANNUAL RENTAL INCOME shall include the rental received by the LESSEE in respect of each sub-leased portion of the PREMISES or a market related rental in respect of such sub-leased portion of the PREMISES which are being occupied.
- 1.2 Should the PREMISES or any portion thereof be used by the LESSEE or an associated or affiliated company of the LESSEE for its own business or trading purposes, a market related rental for such areas shall be determined in accordance with sub-clause 1.4 hereof and be included as part of the GROSS ANNUAL RENTAL INCOME.
- 1.3 Should any income be derived by the LESSEE in respect of parking provided on the PREMISES, the income generated therefrom shall be included as part of the GROSS ANNUAL RENTAL INCOME.
- 1.4 The LESSEE and the LESSOR shall mutually agree on the market-related rental referred to in sub-clauses 1.1 and 1.2 hereof.
  - 1.4.1 Should the parties fail to reach agreement on a suitable market related rental, each party shall, at its own expense, appoint a registered valuer of its choice to determine such market related rental jointly with the valuer appointed by the other party;
  - 1.4.2 Should the parties, as represented by their respective valuers, thereafter fail to reach agreement on the applicable market related rental, such determination shall be determined as provided for in Clauses 1.4.2.1 to 1.4.5 hereof;
    - 1.4.2.1 The applicable market related rental shall be finally determined by an arbitrator who shall be a registered valuer mutually agreed upon between the parties, or failing such agreement, be appointed by the President of the South African Council for Valuers, or his NOMINEE;
    - 1.4.2.2 After the appointment of the arbitrator, the respective valuers appointed by the parties shall, within twenty one (21) days after being called upon to do so, furnish the arbitrator with their written submissions explaining the method used and all relevant factors which were taken into account in determining their market related rental.

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- 1.4.3 Subject to the provisions of Clause 1.4.4 hereof, the determination of the market related rental by the arbitrator in terms of Clause 1.4.2.1 hereof shall be final and binding on the parties.
- 1.4.4 The arbitrator shall have an unfettered discretion to make such finding as he deems appropriate; PROVIDED THAT in the event of the determination of the arbitrator being;
  - 1.4.4.1 higher than the determination of the LESSOR, the determination of the LESSOR shall be applicable,
  - OR
  - 1.4.4.2 lower than the determination of the LESSEE, the determination of the LESSEE shall be applicable;
  - 1.4.4.3 provided further that the finding of the arbitrator shall not be subject to review by a court.
- 1.4.5 The costs in respect of the appointment of the arbitrator shall be borne by the parties in equal shares.

**2 DETERMINATION OF MARKET-RELATED ESCALATION RATE**

Six months prior to the commencement date of each 5 year period of this lease, commencing 8 August 2005, the market escalation rate shall be determined as follows:

- 2.1 the escalation rate shall be equal to the arithmetic mean (E<sub>mean</sub>) of the escalation rates applicable to arm's length commercial sub-leases existing at the commencement date of the relevant period under review as certified by the auditor of the LESSEE.

The weighted arithmetic mean shall be determined as the sum of the results of each sub-leased area divided by the gross leaseable area (GLA) multiplied by the escalation rate applicable to that sub-lease as illustrated in the following example with a GLA of say 1 500 m<sup>2</sup>

500m <sup>2</sup> at escalation of 8% p.a. :	500/1500X8 =	2.67
350m <sup>2</sup> at escalation of 9% p.a. :	350/1500X9 =	2.10
300m <sup>2</sup> at escalation of 10% p.a. :	300/1500X10 =	2.00
200m <sup>2</sup> at escalation of 12% p.a. :	200/1500/12 =	1.60
150m <sup>2</sup> not leased (11% esc assumed) :	150/1500X11 =	1.10
<b>E<sub>mean</sub></b>		<b>9.47%</b>

An escalation rate equal to the escalation rate applicable to the previous period under review shall apply to any potentially leaseable area not

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leased and/or area used or occupied by a person legal or otherwise allied to the LESSEE.

- 2.2 The auditor of the LESSEE shall after determination of the escalation rate notify the LESSOR by registered post thereof. Such notice shall be accompanied by :
- 2.2.1 a list indicating the existing sub-leases and the commercial escalation rates applicable thereto used in the calculation of the arithmetic mean escalation rate;
- 2.2.2 confirmation of the gross leaseable area (GLA) and the areas leased together with calculation substantiating any change that may have taken place;
- 2.2.3 confirmation that the escalation rates applicable to sub-leases were negotiated at arm's length; and
- 2.2.4 calculations substantiating how the weighted arithmetic mean and escalation rate were determined.
- 2.3 Such notice shall be received by the LESSOR not later than three (3) months after the commencement date of the relevant period under review whereupon the Lessee shall be liable for payment of the rental based upon the escalation rate determined in pursuance of such notice with effect from the commencement date of the relevant period under review.

### 3 USE OF PREMISES

- 3.1 The PREMISES shall be used for commercial purposes as approved by the COUNCIL and for no other purposes whatsoever save with the written consent of the LESSOR.
- 3.2 The LESSEE is entitled, but not obliged to develop the LAND. If the LESSEE undertakes development, it shall be done in accordance with the Development Brief attached hereto, a site development plan, building plans and specifications approved by the COUNCIL or other competent authority and the LESSOR and shall at its own cost complete the work within a period of twenty four (24) months from the commencement date of this Lease or within such extended period as may be approved of in writing by the LESSOR. All improvements shall be erected to the satisfaction of the COUNCIL or other competent authority and the LESSOR.

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3.3 The LESSEE shall not allow the PREMISES to remain unused without the written consent of the LESSOR, which consent shall not be unreasonably withheld.

#### 4 LINKRAIL

4.1 The LESSEE shall grant a right of use for the operation of trains to LINKRAIL or its NOMINEE over the LAND.

4.2 The right of way will apply to a rail corridor six (6) metres wide for the existing single line and ten (10) metres wide for the existing double lines, as indicated on the Plan No C1541A/1

4.3 A building line restriction of one (1) metre on either side of the rail corridor will apply giving LINKRAIL or its NOMINEE an effective eight (8) and twelve (12) metres respectively unrestricted corridor.

4.4 In addition, LINKRAIL or its NOMINEE shall be entitled to the use of the following facilities:

4.4.1 The platform area indicated on the Plan No C1541A/1

4.4.2 An office with a minimum area of fifty (50) square metres at ground level in a suitable location in the commercial portion of the PREMISES.

4.4.3 Toilet facilities for passengers at ground level in a suitable location in the commercial portion of the PREMISES.

4.5 The right of use of the rail corridor and facilities shall be subject to the following terms and conditions:

4.5.1 Rail usage on the PREMISES shall be for the operation of steam or diesel trains primarily focused on the promotion of tourism and exclude any use related to the handling of freight without the consent of the LESSEE which consent shall not be unreasonably withheld. Should LINKRAIL or its NOMINEE desire to transport commuters, the use of the facilities for this purpose will be subject to the separate agreement referred to in Clause 4.5.2 hereof.

4.5.2 The terms and conditions for the use of the rail corridor and platform by LINKRAIL or its NOMINEE shall be subject to a separate agreement between LINKRAIL or its NOMINEE and the LESSEE.

4.5.3 The rental payable to the LESSEE by LINKRAIL or its NOMINEE for the use of the platform, office and any other facilities shall be market related and subject to a separate agreement between the two parties.

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- 4.6 The rights agreed with LINKRAIL or its NOMINEE in terms of this Clause 4 shall be reviewed five (5) years after commencement of this AGREEMENT if LINKRAIL or its NOMINEE has not exercised its rights within this period or any extended period the parties may agree to. Termination of these rights shall be at the sole discretion of LINKRAIL.

## 5 MAINTENANCE

Notwithstanding the fact that the IMPROVEMENTS become the property of the LESSOR upon construction or provision, the LESSEE shall not be entitled to claim that the LESSOR should maintain, renew or in any way alter or protect the IMPROVEMENTS, but shall itself and at its own cost ensure that they are maintained, renewed or protected in a proper and workmanlike manner to the satisfaction of the LESSOR and that they shall at no time become dangerous or unsightly. The PREMISES shall at all times be kept in a clean, orderly and sanitary condition to the satisfaction of the LESSOR.

## 6 COMPLIANCE WITH STATUTORY MEASURES

- 6.1 The LESSEE recognises and agrees that it shall not be exempted from compliance with any statutory measures imposing duties or obligations upon it as LESSEE or affecting the use of the PREMISES and that it shall not be entitled to claim relief against the LESSOR for any burden or infringement of its rights resulting from the operation of any such statutory measures or any action lawfully taken thereunder by a COUNCIL or competent authority.
- 6.2 The LESSEE shall not contravene or permit the contravention of
- 6.2.1 the title deed conditions relating to the LAND, and
- 6.2.2 any law or by-law which the LESSOR is required to observe as a result of the ownership of the LAND or relating to or affecting the occupation of the PREMISES or the carrying on of the LESSEE's business on the PREMISES.

## 7 INSPECTION

Any authorised employee or agent of the LESSOR may, by giving prior notice to the LESSEE, at all reasonable times enter upon and inspect the PREMISES accompanied by a representative of the LESSEE in order to satisfy itself that the conditions of this Lease are being properly observed and carried out and the LESSEE undertakes to afford such employee or agent all reasonable access and facilities for such inspection. Such

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employee or agent, whilst making use of the said facilities, shall be bound to comply with all safety regulations laid down by the LESSEE.

## 8 SERVICES BY COUNCIL OR OTHER COMPETENT AUTHORITY

- 8.1 The provision of services such as water, sewerage, drainage and electricity to the boundary of the PREMISES shall be arranged by and at the cost of the LESSEE. The LESSEE shall be liable for any connection fee levied by the COUNCIL or competent authority for the provision of any services or any contributions such as bulk supply contributions payable on the date of submission of building plans.
- 8.2 The LESSEE shall be responsible for payment of all charges in respect of water and electricity consumed by the LESSEE in or on the PREMISES as well as in respect of all sanitary, sewerage, industrial waste and refuse removal services directly to the COUNCIL or competent authority; should the LESSOR be required by law to pay any such amounts, the LESSEE shall then on demand, refund such amounts paid by the LESSOR within fifteen (15) days from the date of request.

## 9 INSURANCE

- 9.1 The LESSEE shall, at its cost, make provision for adequate insurance during the construction period of any IMPROVEMENTS on the LAND. The insurance shall cover, inter alia, contract works insurance, public liability (third party) insurance, project delay insurance and "SASRIA" political riot insurance.
- 9.2 The LESSEE shall take out, at its cost, a LESSEE's and public liability insurance policy, as approved by the LESSOR, and keep it valid for the duration of this lease and for such amount as which will provide indemnity against all claims arising out of the business the LESSEE conducts on the PREMISES. The LESSEE will be liable for any amounts payable in excess of the insured amount in the case of claim.
- 9.3 The LESSEE shall, at its cost, insure, under a separate insurance policy approved by the LESSOR, the IMPROVEMENTS erected on the LAND against all normal insurable risks for loss of or damage to the IMPROVEMENTS for the full duration of the lease.
- 9.3.1 The extent of insurance coverage shall be the full replacement value of the IMPROVEMENTS, escalated annually, and shall provide for extra costs of reinstatement, removal of debris and demolition, rental payable to the LESSOR and professional costs incurred in supervising restoration.

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- 9.4 The LESSEE shall not later than 1 November 1998 or whatever date be agreed to by the parties, and each and every subsequent year thereafter submit to the LESSOR annually a certificate from the insurer or insurance broker concerned confirming that the policy or policies provide the coverage referred to in sub-clauses 9.2 and 9.3 hereof. Under no circumstances shall any policy be cancelled by the LESSEE without the written consent of the LESSOR.
- 9.5 Should the LESSEE fail to insure or keep in force any insurance coverage which he is obliged or required to obtain in terms of sub-clause 9.2 and 9.3 hereof, the LESSOR may, without prejudice of any rights, effect and keep in force such insurance and recover from the LESSEE any premiums paid in respect hereof.
- 9.6 All insurance moneys received are to be applied to reinstatement. If the PREMISES are substantially destroyed by an uninsured event, termination of the lease may only be effected by mutual agreement between the LESSOR and the LESSEE with immediate abatement of rental.
- 9.7 The LESSEE shall give all notices and observe all conditions and requirements imposed by all relevant insurance policies.
- 9.8 Where the LESSEE sub-lets or employs agents to do work on its behalf it shall:-
- 9.8.1 Ensure that appointed sub-lessees or agents are aware of the whole content of the insurance policy or policies and the clauses of the contract documents relating to the insurance; and
- 9.8.2 Ensure that the sub-lessees or agents comply with the requirements of the insurance policy or policies or the contract documents relating to insurance.
- 10 **PAYMENT OF RATES, TAXES, ASSESSMENTS, ETC**
- 10.1 The LESSEE shall, within fifteen (15) days after being called upon to do so, refund to the LESSOR such payments as the LESSOR may have made or be obliged to make to the COUNCIL or other competent authority in respect of any rates, taxes, charges, levies or assessments which may at any time be levied by such authority upon or in connection with the PREMISES.
- 10.2 Notwithstanding the aforementioned provisions, the LESSOR may in its own discretion and at any time required, the LESSEE to deposit with him on or before a date determined by the LESSOR the amount estimated to be due in respect of all such rates, taxes, charges, levies or assessments

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for the ensuing rating year, in which event any difference between the amount so deposited and the amount actually due shall be adjusted when the last mentioned amount is known; provided that the LESSEE shall not be required to make payment of such amount more than thirty (30) days prior to the due date for payment thereof to the relevant authority. The LESSEE shall not be entitled to a refund of any portion of the sum paid in respect of such rates, taxes, charges, levies or assessments by virtue of the earlier termination of this Lease before the expiry of the period in respect of which they were paid, except where such expiration is due to effluxion of time, in which event the LESSEE shall be entitled to a proportionate refund that is in the same ratio as the unexpired portion of the period in respect of which such rates, taxes, charges, levies or assessments were paid, stands to the rating period. No interest will be payable by the LESSOR on such refund.

## 11 FIRE PROTECTION MEASURES

- 11.1 The LESSEE shall ensure that the PREMISES comply with the protective measures against fire as required by the COUNCIL or competent authority at all times during the currency of this Lease.
- 11.2 The LESSOR reserves the right if at any time during the currency of this Lease if it is of the opinion that the absence or inadequacy of fire protective measures on the PREMISES is or may become a hazard to its own buildings or property or the buildings or property of third parties, to call upon the LESSEE by notice in writing to provide and install at the LESSEE's own cost on the PREMISES any or all such devices, appliances and installations as the LESSOR in its reasonable judgment may consider necessary to minimise the risk of any fire occurring therein or thereon or to extinguish or prevent the spread of any fire which may occur, and the LESSEE shall, when so called upon, comply to the satisfaction of the LESSOR with the requirements set forth in such notice. In the event of a fire occurring on the PREMISES, the LESSOR shall not be responsible for any costs incurred.

## 12 STORING OF EXPLOSIVES AND INFLAMMABLE GOODS

Except with the written consent of the LESSOR, no explosives, flammable goods, toxic substances or liquids shall be stored or placed upon the PREMISES.

## SUB-LETTING, HYPOTHECATION AND CESSION

- 13.1 The LESSEE shall have the right to sublet any portion of the PREMISES without the consent of the LESSOR. PROVIDED THAT the LESSEE

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shall remain responsible for compliance with all the provisions of this Lease.

- 13.2 The LESSEE shall not have the right to cede, assign, mortgage, dispose of or in any way hypothecate this LEASE or the PREMISES or any portion thereof, without the written consent of the LESSOR and MORTGAGEE, which consent shall not be unreasonably withheld.

#### 14. DISPOSAL OF IMPROVEMENTS ON TERMINATION

- 14.1 Upon expiration or earlier termination of this Lease for whatever reason, the LESSEE shall vacate the PREMISES immediately, leaving it in the same condition in which it was received, fair wear and tear excluded, subject to the following:-

14.1.1 The PREMISES shall revert to the LESSOR with all IMPROVEMENTS of an unquestionably immovable nature erected by the LESSEE during its tenancy, without any compensation whatsoever being payable by the LESSOR.

14.1.2 The LESSOR shall have the right either to retain or at its choice to order the LESSEE at the LESSEE'S sole cost to remove from the PREMISES all such IMPROVEMENTS as well as all movable property.

14.1.3 The LESSEE shall, however, be entitled, subject to any claim by the LESSOR to rental or otherwise, to remove any machinery, plant and ancillary equipment of an unquestionable movable nature installed on the PREMISES.

14.2 Should the LESSEE fail to remove or to complete the removal of any machinery, plant and ancillary equipment referred to in Clause 14.1.3 hereof, within three (3) months after expiration or earlier termination of this Lease, or such extended period as may be reasonable necessary to complete such removal (as shall be determined by the LESSOR) but which period shall not exceed six (6) months, it shall have no right to claim any payment of compensation in respect of such machinery, plant and ancillary equipment; PROVIDED, however, that the LESSOR may in its sole discretion require the LESSEE to undertake or complete such removal. Should the LESSEE fail to comply with this requirement, the LESSOR may undertake the removal and may dispose of all machinery, plant and ancillary equipment as well as all other movable things, so removed, and may recover the cost of such removal and disposal from the LESSEE.

14.3 Should the LESSEE remain in occupation of the PREMISES after expiration of this Lease for the purpose of removing any machinery, plant

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and ancillary equipment referred to in Clause 14.1.3 hereof, the LESSEE shall be liable for the payment of the rental in terms of this Lease in respect of such period of occupation as well as compensation for any damages or loss suffered by the LESSOR as a result thereof.

- 15.1 In the event of any breach of contract on the part of the LESSEE, either on account of failure to pay rental on due date, or to proceed with the development of the property or to comply with any other obligation imposed upon it in terms of this contract, or any other breach of failure or neglect, the LESSOR shall only be entitled to cancel the PRINCIPAL AGREEMENT OF LEASE after the following conditions have been complied with:
- 15.2 The LESSOR shall notify the LESSEE, as well as the MORTGAGEE financing the development which the LESSEE intends undertaking on the property (hereinafter referred to as the MORTGAGEE), in writing, of the breach or alleged breach, furnishing full details thereof. The LESSEE undertakes to furnish the LESSOR with the name and address of the MORTGAGEE upon request by the LESSOR.
- 15.3 The notice referred to above shall state that the LESSEE and the MORTGAGEE are afforded a period of sixty (60) days within which the breach, or alleged breach, shall be rectified.
- 15.4 The LESSEE, or the MORTGAGEE, shall be entitled to rectify the breach, or alleged breach, within a period of time referred to in clause 15.3 above. The remedying of such breach by the MORTGAGEE on the LESSEE'S behalf shall constitute a valid remedy of such breach by the LESSEE.
- 15.5 In the event of the PRINCIPAL AGREEMENT OF LEASE having been cancelled in terms of clause 15.3 above, the LESSOR shall, by notice in writing, afford the MORTGAGEE, the right to be substituted as LESSEE for the remaining period of the LEASE. The party referred to above shall, within a period of sixty (60) days of receipt of the notice, in writing advise whether it agrees to be substituted as LESSEE. Should the MORTGAGEE agree to be so substituted, the MORTGAGEE shall within a further period of fourteen (14) days countersign the PRINCIPAL AGREEMENT OF LEASE, whereupon it shall be deemed that the MORTGAGEE has been the LESSEE from the inception of the Lease.

#### 16 RELAXATION OR NOVATION OF LEASE

No relaxation or indulgence which the LESSOR may show the LESSEE shall in any way prejudice the LESSOR'S rights hereunder and, in particular, no acceptance by the LESSOR of rental after due date (whether



on one or more occasions) nor any other act or omission by the LESSOR including without limitation, the rendering of accounts after due date, shall preclude or stop the LESSOR from exercising any rights in terms of this Lease. Unless otherwise notified in writing by the LESSOR, receipt of any rental or other payment by the LESSOR shall in no way whatsoever prejudice or operate as waiver, rescission or abandonment of any cancellation or right of cancellation affected or acquired prior to such receipt. The LESSOR shall be entitled at its sole discretion to appropriate any amounts received from the LESSEE towards the payments of any cause, debt or amount whatsoever owing by the LESSEE to the LESSOR.

**17 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)**

The LESSEE confirms that it has acquired full control in respect of the use of the PREMISES for the purposes of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

**18 ENVIRONMENTAL CONSERVATION ACT (ACT NO. 73 OF 1989)**

18.1 Prior to the commencement of any construction work on the LAND the LESSEE shall submit sufficient proof to the LESSOR that the requirements set out in the Environmental Conservation Act, 1989 (Act No. 73 of 1989), or amendment thereof, have been complied with and unequivocally commits itself to subscribe to the Integral Environmental Procedure as part of the development process.

18.2 Should it be deemed necessary by either the LESSOR or the COUNCIL or competent authority, an environmental impact assessment shall be carried out at the cost of the LESSEE and shall include an assessment of biophysical, social, cultural, economical, aesthetic, technological and political exposure. These assessments shall be conducted by professional experts in the respective fields and be certified by such experts. In areas where a particular exposure is judged not to be relevant, a motivation in support of this view shall be submitted. The findings of the environmental impact assessment shall form part of this agreement between the LESSEE and LESSOR.

18.3 The findings of the environmental impact assessment shall be included in an appropriate environmental management system. This management system will apply for the duration of the agreement between the LESSEE and the LESSOR.

**19 NOTARIAL REGISTRATION**

Should the LESSEE so desire, the LESSEE shall, at its own cost, be entitled to have this Lease embodied in a Notarial Deed so as to obtain registration thereof against the title deed of the LAND, and the LESSOR undertakes, when called upon by the LESSEE, to sign all necessary documents as may be necessary to effect the said registration.

**20 STAMP DUTY**

The liability to pay the amount due towards stamp duty in respect of this lease, shall be borne in equal parts by the LESSOR and the LESSEE.

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**ANNEXURE "B"**

**DEVELOPMENT BRIEF FOR ERF 2, PORTION OF ERF 140 AND ERF 141 FRANSCHHOEK, IN EXTENT TOGETHER APPROXIMATELY 2,34 HECTARES, SITUATE AT MAIN ROAD, FRANSCHHOEK (HEREINAFTER REFERRED TO AS "THE SITE")**

**1. DEVELOPMENT OBJECTIVE AND GUIDELINES**

- 1.1 The LESSEE shall lease the SITE from the LESSOR for a period of fifty (50) years.
- 1.2 The LESSEE shall develop the SITE at its own cost in accordance with the development guidelines as set out in this document.
- 1.3 The development shall be attractive and functional and shall at all times cater for the safe movement of pedestrians, handicapped persons and vehicles in and around the SITE.
- 1.4 The development shall be capable of functioning as an independent entity.
- 1.5 The development shall be carried out in consultation with the COUNCIL and other parties affected directly by the development.
- 1.6 The development shall be attractive and functional and is to become a fully integrated extension of Franschhoek. Particular attention shall be given to public accessibility, the interface with surrounding properties and the particular significance of the SITE off one of the main access routes into Franschhoek.

**2. THE SITE**

- 2.1 The SITE described as Erf 2 Franschhoek, in the City of Cape Town, Division of the Cape, Province of the Western Cape, in extent 7017 (Seven Thousand and Seventeen) square metres, held by Deed of Transfer No. T2762/1907, the Remaining extent of Erf 140 Franschhoek, in the City of Cape Town, Division of the Cape, Province of the Western Cape, in extent 30998 (Thirty Thousand Nine Hundred and Ninety Eight) hectares, held by Deed of Transfer No. T5848/1996 and the Remaining extent of Erf 141 Franschhoek, in the City of Cape Town, Division of the Cape, Province of the Western Cape, in extent 315 (Three Hundred and Fifteen) square metres, held by Deed of Transfer No. 5540/1979.

- 2.1.1 Details of exact boundaries of the SITE are available in the office of the LESSOR's Area Land Surveyor at 9<sup>th</sup> Floor, Spoomet Building, 1 Adderley Street, Cape Town (telephone No. 021-449 4480 or 449 4484).

### 3. SURVEY OF SITE AND REGISTRATION OF TITLE

The SITE shall be surveyed by a registered Land Surveyor to be appointed by the LESSEE at its own cost in collaboration with TRANSNET'S Area Land Surveyor, Cape Town (Telephone No: 021-449 4480 or 449 4484), and LESSEE shall provide the LESSOR with approved prints of the lease diagram.

### 4. SURFACE CONDITIONS

A site plan (Plan No C1541A/1) has been compiled by the LESSOR and the location of all known subsurface services are depicted on this plan. The LESSEE shall be responsible for commissioning and engineering survey and for determining any further subsurface conditions on the SITE.

### 5. INGRESS AND EGRESS

- 5.1 Access to the SITE can be obtained from Main Road.
- 5.2 Should the COUNCIL or other authority require that a traffic impact study be carried out, such a study shall be arranged and implemented by the LESSEE at the cost of the development. Unrestricted access to the SITE must be maintained at all times.

### 6. ZONING

- 6.1 In terms of Section 13 of the Legal Succession to the SA Transport Services Act (Act 9 of 1989) as amended by the Legal Succession to the SA Transport Services Amendment Act (Act 43 of 1995) the site is zoned for "Transport Uses".

- 6.2 The COUNCIL has indicated its willingness to rezone the SITE compatible with the development proposal of the LESSEE subject to submission and formal approval of a development plan at the cost of the LESSEE.

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**7. COVERAGE, FLOOR AREA RATIO, HEIGHT RESTRICTION, BUILDING LINES, BUILDING RESTRICTIONS AND PARKING REQUIREMENTS**

7.1 The COUNCIL shall specify floor Area Ratio, Coverage, Height Restriction, Building Lines, Building Restrictions and Parking Requirements.

7.2 The commencement of construction work is subject to the approval of a site development plan and building plans by the LESSOR and the COUNCIL. Plans submitted to the LESSOR must bear the approval of the COUNCIL or other relevant authority whose approval may be necessary to enable construction work to commence. The COUNCIL will conduct site inspections. Occupation certificates shall not be issued unless the buildings are properly connected to the required municipal services.

**8. DEVELOPMENT CONSIDERATIONS**

**8.1 CONSTRUCTION CONSIDERATIONS**

8.1.1 The LESSEE shall appoint a Project Manager, at its own cost, who will liaise with the LESSOR and shall be the contact person for all affected parties during the construction and development phase. The LESSOR shall assist the Project Manager with planning, relocation, phasing, and technical / construction related matters.

8.1.2 During construction the LESSOR shall ensure that proper measures are taken to avoid

8.1.2.1 emanating of dust which may prove a source of annoyance to LINKRAIL, the COUNCIL or the general public; and

8.1.2.2 damage to services and equipment of the LESSOR or services of the COUNCIL.

8.1.3 The LESSEE shall have available to the LESSOR details of the system it proposes to use on the site for storage of fuel and fuelling of construction vehicles and plant. The written approval of the LESSOR shall be obtained before any fuelling system becomes operative.

8.1.4 The LESSEE shall at all times be responsible for security of the SITE.



- 8.1.5 The SITE shall at all times be kept in a neat and tidy condition. During the construction period all materials brought onto the SITE, whether for incorporation into the development or whether required for construction purposes, shall be properly and neatly stacked to allow easy identification and access. Refuse and waste shall be collected, placed in bins and removed from the SITE at frequent intervals. The SITE shall be cleared of all rubble and left in a neat, clean and tidy condition to the satisfaction of the LESSOR within two (2) weeks of completion of construction work.
- 8.1.6 The area to be used by the LESSEE or its contractor as a construction site, must be approved by the LESSOR. Sheds and the storage of materials and plant shall be confined to these areas.
- 8.1.7 Access to the SITE shall be maintained at all times by the LESSEE.
- 8.1.8 The LESSEE shall provide adequate toilet and ablution facilities for all his workers connected with the development.
- 8.1.9 The LESSEE or his contractor shall be responsible for providing all water and power for construction purposes at its cost.
- 8.1.10 The LESSOR shall assist the LESSEE in facilitating consensus with the COUNCIL during the construction period on respect of planning, phasing, technical and other construction related items.
- 8.1.11 The LESSEE shall co-ordinate the construction programme with all parties affected by the development in order to minimise disruption to the general public, existing transport facilities and TRANSNET activities.
- 8.1.12 The COUNCIL'S traffic Department shall be informed timeously and its consent obtained for any changes that could disrupt public vehicular traffic.
- 8.1.13 All materials used by the LESSEE shall comply with the requirements of the relevant Specifications, Codes and Rules issued by the South African Bureau of Standards or by the British Standards Institution where the former does not exist. Only undamaged materials shall be used in the works. All works to be executed in accordance with the manufacturers instructions.



8.1.14 The LESSEE shall comply with all the relevant requirements laid down by the National Building Regulations.

8.1.15 The LESSEE shall, prior to the commencement of any construction work, procure and lodge with the LESSOR security in the amount of five (5) percent of the estimated cost of the works or one hundred thousand Rand (R100 000), whichever is the lesser. Such security shall be in the form of:

8.1.15.1 Government or approval Municipal Stocks in negotiable form, or,

8.1.15.2 deed of suretyship furnished by a commercial bank, building society, insurance or guarantee corporation, in such form as may be prescribed by the LESSOR.

## 8.2 FENCING

Any fencing necessary to secure service entrances and areas shall aesthetically compliment the development and shall have appropriate gates fitted across the access thoroughfares to the same height as the fence.

## 8.3 SERVICE CONNECTIONS

Services such as water, sewerage, fire fighting, stormwater drainage and electricity shall be negotiated and arranged with the COUNCIL and connected to its networks by and at the cost of the LESSEE. All service connections to be provided on COUNCIL property will be installed either by or on the instruction of the COUNCIL, after properly compiled drawings, certified by a professional engineer, have been approved by the COUNCIL at the cost of the LESSEE. The LESSEE shall be liable for any cost levied by the COUNCIL for the provision of services to the SITE, as well as any other service contributions such as bulk supply contribution payable to the COUNCIL on submission of building plans. The LESSEE will be responsible for the connection of any services at its own cost currently connected over the SITE which may be disconnected to enable development of the SITE. Such service supplies shall not be disrupted. The location of all known services are shown on Plan No. C1541A/1.

## 8.4 WATER

The existing domestic water reticulation network serves the original use of the PREMISES. The LESSEE shall, at its own



cost, negotiate with the COUNCIL for connections to the municipal system and such supply arrangement shall be covered by means of a separate agreement independent of any water supply agreement between the LESSOR and the COUNCIL.

#### 8.5 ELECTRICAL LIGHT AND POWER

8.5.1 The existing electrical supply serves the original use of the PREMISES. The LESSEE shall at its own cost, negotiate with the COUNCIL for connection to the municipal system and such supply arrangement shall be covered by means of a separate agreement of any electrical supply agreement between the LESSOR and the COUNCIL.

8.5.2 Electricity supply, including the possible provision of a new mini substation and underground cables, shall be arranged in conjunction with the COUNCIL by and at the cost of the LESSEE. The LESSEE shall also, at its cost, provide and maintain a high voltage switchroom if required to house the COUNCIL's supply equipment, in a position to be agreed upon with the COUNCIL. The distribution of electricity on the SITE will be the LESSEE's responsibility.

#### 8.6 SEWERAGE

The LESSEE shall at its own cost negotiate with the COUNCIL, the discharge of sewerage emanating from the new and any existing development on the SITE directly into the municipal sewer system.

#### 8.7 STORMWATER

The LESSEE shall negotiate at its own cost with the COUNCIL for the discharge of stormwater. The LESSEE shall bear any costs levied by the COUNCIL for the provision of any services to the boundaries of the SITE as well as any other service contributions such as bulk discharge contributions payable on the date of submission of building plans. Existing stormwater drainage systems shall remain operational during construction of the development.

#### 8.8 ADDITIONAL SERVICES

If the services existing at the final stage of the development of the SITE cannot cope with the demand and needs to be upgraded, increased or replaced, the LESSEE shall at its own cost, to the



satisfaction of the LESSOR and the COUNCIL, arrange for alternative infrastructure to ensure continuous services such as water, stormwater, fire fighting, sewerage and electricity.

#### 8.9 UNIDENTIFIED SERVICES

In the event of any cables, pipelines, services or sub-surface services being encountered during development of the SITE, the LESSEE shall notify the LESSOR immediately and all work in the vicinity of such cables, pipelines or other services shall cease until written authority to proceed with work has been obtained from the LESSOR. The LESSEE shall take into account the possibility of unidentified services as relocated thereof or damage thereto will be for the cost of the LESSEE.

#### 9 EXISTING PROCLAMATION

A Proclamation for the widening of Main Road, running along the northern boundary of the SITE, is in existence. Should the LESSEE desire to use the portion of the SITE encumbered by the proclamation, it shall make the necessary application to the relevant authorities. The LESSOR undertakes to support the LESSEE in any such application insofar as it may be possible for it to do so.

#### 10 TRANSNET REQUIREMENTS

##### 10.1 OPERATING

The LESSEE shall co-ordinate its construction programme with LINKRAIL or its NOMINEE in order to minimise disruption to the operation of trains over the SITE and must ensure unhindered access at all times for personnel and passengers using or operating the train service.

#### 11 ECONOMIC EMPOWERMENT

11.1 It is recorded that:-

11.1.1 the conclusion of this Lease has been preceded by advertising process initiated by the LESSOR.

11.1.2 in the evaluation of the proposal of the prospective LESSEE, the LESSOR considered its support of the Reconstruction and Development Program (RDP) initiated by the Government of the Republic of South Africa; and established that



- 11.1.3 the LESSEE subscribes to the principles of the POP.
- 11.2 Pursuant to the provisions of 11.1 and the implementation of its commitment to an empowerment program, the LESSEE undertakes as far as is reasonably practical and financially feasible:
- 11.2.1 in the development of the LAND including the demolition of any structures thereon
- 11.2.1.1 to employ and form alliance with marginalised professional people if additional professional services are required over and above those professional firms that have already been contracted to the project; and
- 11.2.1.2 to employ and form alliances with smaller contractors especially in connection with the demolition of existing structures on the LAND to supplement the skill base currently employed by the LESSEE;
- 11.2.2 to empower entrepreneurs by:
- 11.2.2.1 ensuring that twenty (20) percent of the trading space at the proposed weekend flea market be reserved for the marginalised community of Franschhoek under normal terms and conditions provided at all times that the nature of the business is in harmony with the character and ambience of the development;
- 11.2.2.2 developing space for new entries into the formal trading business and commercial sector and for these purposes to allocate ten (10) percent of the gross lettable retail and commercial area under normal terms and conditions in the proposed development for such entrepreneurs; and
- 11.2.2.3 the training of such new entries into the formal trading business as envisaged in 11.2.2.2 in the competitive environment of retailing, such training to be undertaken in conjunction with the Small Business Development Corporation or other approved and acceptable organisation.
- 11.2.3 Should a filling station be part of the DEVELOPMENT, it shall be made a prerequisite for the winning tender from the petroleum industry in respect of the filling station, that the operator of such station be a new entrepreneur from the marginalised community in the Western Cape.
- 11.2.4 The LESSOR acknowledges that while the LESSEE can make every effort to implement and provide opportunities for empowerment, the successful implementation of the stated objectives are dependent on



the co-operation and support of other parties. Should the stated empowerment objectives fail due to a lack of co-operation and support from the other parties, the LESSEE may apply to the LESSOR for relief from these conditions. Any relief or partial relief will only be considered provided that the LESSEE can show due diligence in attempting to perform under the above conditions.

## 12 MONITORING OF ECONOMIC EMPOWERMENT ACTIONS

- 12.1 The LESSEE shall during the construction phase of the project furnish the LESSOR on a three (3) monthly basis with a report in writing giving full particulars, as to how and to what extent the principle of Black Economic Empowerment is being promoted, and on the progress made in implementing the actions specified in the development proposal submitted by the LESSEE as listed under Clause 11.2.1 hereof. This report shall list and give particulars of the following aspects:
- 12.1.1 Joint ventures / partnerships / associations / alliances entered into between the LESSEE / its professional team and emerging enterprises / marginalised individuals as a result of this project.
- 12.1.2 Details of training and development of skills and the extent to which such skills are being transferred to emerging enterprises / marginalised individuals.
- 12.1.3 The extent to which emerging construction enterprises are benefiting from the project through their involvement as sub-contractors to the main contractor.
- 12.1.4 A comprehensive list of suppliers from disadvantaged communities used in the supply of building material and construction equipment for the project.
- 12.1.5 A comprehensive list of the number of temporary jobs created during the construction phase of the project.
- 12.1.6 The empowering / uplifting of the broader community through the multiplier effect resulting from this business development and the wider benefits that will impact on the immediate community by virtue of the provision of amenities / infrastructure / services.
- 12.1.7 Any further actions implemented at the initiative of the LESSEE to promote the principle of Black Economic Empowerment made possible due to development of the PREMISES.

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- 12.2 The LESSEE shall after the construction phase of the project furnish the LESSOR, on an annual basis, with a report in writing giving full particulars, as to how and to what extent the principle of Black Economic Empowerment is being promoted, and on the progress made in implementing the actions specified in the development proposal submitted by the LESSEE as listed under Clauses 11.2.2 to 11.2.3 hereof. This report shall list and give particulars of the following aspects:
- 12.2.1 Joint ventures / partnerships / associations / alliances entered into between the LESSEE / its management team and emerging enterprises / marginalised individuals through operational management of this PREMISES.
- 12.2.2 Details of training and development of skills and the extent to which such skills are being transferred to emerging enterprises / marginalised individuals.
- 12.2.3 A list of suppliers from disadvantaged communities used in the supply of goods and services to the LESSEE for retail to the general public on the PREMISES.
- 12.2.4 A comprehensive list of the number of permanent jobs provided through operation of the developed PREMISES.
- 12.2.5 Any further actions implemented at the initiative of the LESSEE to promote the principle of Black Economic Empowerment which may become possible as a consequence of the business activity on the developed PREMISES.
- 12.3 If in the opinion of the LESSOR the LESSEE's performance in any of the clearly quantifiable performance areas as stated in Clauses 11.2.1 to 11.2.3 hereof is considered to be below expectations, the LESSEE shall, if so requested by the LESSOR, furnish its written explanation(s) as to the non performance, with an indication of how it intends rectifying the situation.

Should the LESSEE be unable to furnish an acceptable explanation for the non performance or not be willing to remedy the non performance or not be able for whatever reason to perform fully in accordance with the declared performance criteria, then the LESSEE shall, on request in writing by the LESSOR, which request shall state the non performance or shortfall, deposit an amount equivalent to fifteen (15%) percent of the applicable GROSS ANNUAL RENTAL INCOME payable by the LESSEE to the LESSOR for the year under review with the LESSOR. This payment may be applied at the sole discretion of the LESSOR to



remedy the unsatisfactory performance of declared Black Economic Empowerment undertakings.

### 13 DESIGN CONSIDERATIONS

#### 13.1 AESTHETIC CONTROL AND STANDARDS

13.1.1 To ensure synergy of the development with the special architectural style and ambience of Franschoek, the LESSEE shall submit architectural guidelines as part of the Site Development Plan for approval by the LESSOR and the COUNCIL. The guidelines shall set architectural parameters such as design, materials, finishes, landscaping and streetscaping standards.

13.1.2 All materials used by the LESSEE shall comply with the requirements of the relevant specifications, Codes and Rules issued by the South African Bureau of Standards or by the British Standards Institution where the former do not exist. Only undamaged material shall be used in the WORKS. All work shall be executed in accordance with the manufacturer's instructions.

#### 13.2 NATIONAL BUILDING REGULATIONS

13.2.1 The LESSEE shall comply with all the relevant requirements laid down in the National Building Regulations.

#### 13.3 PLANS AND APPROVAL

13.3.1 The approval of drawings by the LESSOR does not indicate acceptance of or responsibility for the safety or adequacy of the structures.

13.3.2 The LESSOR will endeavour to expedite the approval of all plans submitted by the LESSEE for the development.

13.3.3 The LESSEE shall update all the relevant plans with as-built information such as invert levels of manholes and routes of services, if altered. These plans shall be submitted to the LESSOR within three (3) months of completion of the building contract.

THIS DOES AND EXECUTED at Cape Town aforesaid, on the 17<sup>th</sup> day of February 2003 first aforesaid in the presence of the undersigned witnesses.

Johnsey

[Signature]

q.q.

**AS WITNESSES:**

1. [Signature]

2. [Signature]

NOTARY

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VA 006267/11Y

K189/2003L

Certified a true copy of the duplicate  
 original deed is held in this Registry  
 which is to serve in place of the original  
 thereof under the provisions of Deeds  
 Regulation No. 80 (1)

Deeds Registry  
 Cape Town

21 SEP 2010 Asst. Registrar of Deeds

extent of the

**THE PPTY DESCRIPTION IN CLAUSE 1.1**  
 GEWYSIG KWADERS ART 4 (1) VAN AMENDE IN TERMS OF SECTION 4 (1)  
 WET 47 VAN 1977 OM TE LEES (b) OF ACT 47 OF 1977 TO READ

1. Remainder of Erf 140 Franschoek in the City of  
 Cape Town Division Stellenbosch Province of the  
 Western Cape in extent 3 0485 (Three Comma  
 Four Eight Five) hectares held by Deed of Transfer  
 No. T5848/1996

BC 044170/10

21 SEP 2010 REGISTRATEUR/REGISTRAR

2. Remainder of Erf 140 Franschoek in the City of  
 Cape Town, Division Stellenbosch, Province of the  
 Western Cape, in extent 305 (Three Hundred  
 and Five) square metres, held by Deed of  
 Transfer No. T5840/1979

www.town

WITHIN LEASE AREA

GESEDEER AAN (CEDED TO)

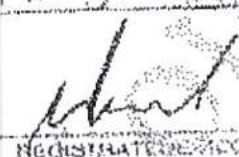
Green Willows Properties 302

(Pty) Limited Reg. No 2009/001957/07

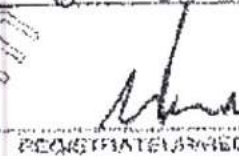
K 1125/10L

08 DEC 2010 REGISTRATEUR/REGISTRAR

Lease Area No2 and Ben Ee 141

VERHUUR AAN		LEASED TO	
Ka Gore Centre (Pty) Ltd			
VIR EER	JARVAHAF YEARS FROM	1 December 2002	to 7 Augustus 2048
K 190 / 2003		 REGISTRAR/REGISTRAR	
2003-03-05			

Lease Area 201

VERHUUR AAN		LEASED TO	
Xton Shelf Investments 17 (Pty) Ltd			
VIR EER	JARVAHAF YEARS FROM	1 October 2001	to 7 August 2048
K 191 / 2003		 REGISTRAR/REGISTRAR	
2003-03-05			

2009/015701/07

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345. SATS 1/16

T 5848

JAN S. DE VILLIERS & S<sup>N</sup>

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Rec<sup>d</sup> per letter of S. M. Rys.  
No. E. 35338/813, dd. 26.7.1905



**DEED OF TRANSFER,**

IN FAVOUR OF

**THE COLONIAL GOVERNMENT**

2 371/36

*dated 27th June 1905.*

**WALKER & JACOBSON,**

*Attorneys-at-Law, Notaries Public,  
and Conveyancers,  
CAPE TOWN.*

1205

*Erf 140 Franschhoek.*

*23.407/1/5*

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T 5848/1905

DEED OF TRANSFER.  
BY VIRTUE OF POWER OF ATTORNEY

Know all Men whom it may concern,

THAT-----SYDNEY SAMUEL JACOBSON,-----  
of Cape Town, appeared before me, Registrar of Deeds, He, the said  
Apparer, being duly authorised thereto by a Power of Attorney granted to him by  
GEORGE MONTGOMERY WALKER, in his capacity as the Executor Testament-  
ary of the Estate of the late ABRAHAM PAUL HUGO,-

dated the-----17th June 1905.-----, and drawn up  
at-----Cape Town,-----  
which Power of Attorney was exhibited to me on this Day:--and the said Apparer  
declared that- WHEREAS the said late Abraham Paul Hugo during his  
life time gave to the Colonial Government for a Railway Station site  
the aftermentioned landed property.-

FOR FURTHER INFORMATION SEE  
VIR V. ENDOSSEMENTE KYK BLADSY

therefore,-

~~had truly and legally sold, and that~~ He, the said Apparer, in his capacity of  
Attorney aforesaid, did, by these Presents, Cede and Transfer, in full and free  
Property to and on behalf of

-----THE COLONIAL GOVERNMENT,-----

its Heirs, Executors, Administrators, or Assigns, Certain piece of redeemed  
quitrent land, MEASURING FOUR MORGEN AND EIGHTY ONE SQUARE ROODS,  
situate at French Hoek, in the PAARL DIVISION, being portion "A" of  
the farm "LA COTTE", granted in favour of A.J. and P.A. Pepler on  
the 12th September 1833, lastly transferred to the said late ABRAHAM  
PAUL HUGO, D.Son., on the 21st December 1852:-----

- BOUNDED:- North-east by the remaining extent, inner edge  
of road,-
- South-east by Cabrierre and Remaining Extent,-
- South by Cabrierre,-
- North-west by La Terre de Luc,-



as will more clearly appear from the annexed Diagram, framed by the Surveyor, W.H. Budler, and further subject to such conditions as are mentioned or referred to in the Deed of Transfer made in favour of the said late ABRAHAM PAUL HUGO, D.Son, on the 21st December 1852, aforesaid,-

AS ALSO to the terms and conditions of the Notarial Deed hereunto annexed, marked "A".-

Wherefore the Appearer aforesaid, renouncing all the Right and Title -----the said Estate-----

-----heretofore  
had to the Premises, on behalf as aforesaid, did in consequence, also, acknowledge -----it-----  
to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these Presents, the said

-----THE COLONIAL GOVERNMENT,-----

its ~~Heirs, Executors~~, Administrators, or Assigns, now is, and henceforth shall be entitled thereto, conformably to local custom; moreover promising to free and warrant the Property thus sold and transferred, as also to clear it from all ~~encumbrances~~ and Hypothecations, according to the Laws respecting the Purchase and Sale of Landed Property; Government, however, reserving its Right; and, finally, acknowledging - Appeared likewise the said Sydney Samuel Jacobsohn being authorised thereto per further Power of Attorney dated at Cape Town the 25th May 1905, and granted to him by Thomas Smith McEwen, in his capacity as General Manager of the Cape Government Railways, and as such representing the Colonial Government: And the said Appearer as representing the said Government did declare to accept and hereby accepts Transfer of said property,-

In Witness whereof, I, the said Registrar, together with the Appearer, *g.g.*, have subscribed to these Presents, and have caused the Seal of Office to be affixed thereto.

Thus done and executed, at the Office of the Registrar of Deeds, in Cape Town, Cape of Good Hope, on the *Twenty seventh* Day of the Month of *June*, in the Year of Our Lord One Thousand Nine Hundred and Five (1905).

In my presence,

*S. S. Jacobsohn*  
*97*  
*McEwen*  
Registrar.



NOTARIAL AGREEMENT between the Executor Testamentary of the Estate of the late ABRAHAM PAUL HUGO with the consent of certain interested persons of the one part, the said interested persons of the second part, and THOMAS SMITH McEWEN in his capacity as the General Manager of the Cape Government Railways, and as such representing the Colonial Government, of the third part.

BE IT HEREBY MADE KNOWN that on this the 17<sup>th</sup> day of June 1905, Before me, JONATHAN CALF LE ROUX, of Cape Town, Notary-Public, and in the presence of the subscribed witnesses personally came and appeared GEORGE MONTGOMERY WALKER of Cape Town in his capacity as Executor Testamentary of the Estate of the late Abraham Paul Hugo, Thomas Smith McEwen in his capacity as the General Manager of the Cape Government Railways and as such representing the Colonial Government, and ARTHUR MOSTYN WATKINS, of Cape Town, in his capacity as the duly authorised Agent under Powers of Attorney filed in my protocol of the respective owners of certain lots of land situate at French Hoek and forming part of the place "La Cotte", which lots with the names of the respective owners thereof and the dates of their transfer deeds are enumerated in the schedule hereto marked A, which schedule has been signed by the Appearers and me the Notary as relative hereto:

AND the Appearers declared that whereas prior to his death the said late Abraham Paul Hugo as owner of the  
said-



said place "La Cotte" formally consented in writing to the transfer to the Colonial Government of such a portion of the said farm as in the opinion of the Government Engineer should be large enough for a Railway Station site, which portion of ground has under Government supervision been surveyed and measures 4 morgen and 81 square roods;

AND WHEREAS the said Abraham Paul Hugo did further agree to allow to the said Government for Railway purposes the right to take out of the stream on the said farm belonging thereto such water as a one inch pipe should carry for the purpose of supplying at the Station a tank with a properly fitted ball-cock;

AND WHEREAS the said portion of land although registered in the name of the said late Abraham Paul Hugo under transfer of date 21st. December 1852 is part of certain land set aside by him as grazing ground for the benefit of the owners of the lots aforesaid;

AND WHEREAS there was also conferred by the said late Abraham Paul Hugo upon the owners of the said lots or some of them certain water rights which the conferring by him on the said Government of the water right aforesaid might be construed as affecting;

AND WHEREAS the respective owners of the said lots have empowered the Appearer the said *Arthur Moulton Watkins* to appear before me the Notary and consent to the transferring by the Executor aforesaid to the said Government of the said portion of land and to the registration in favour of the said Government of the said water right.

NOW THEREFORE the Appearers in their capacities aforesaid do hereby contract as follows:-

(a) The said Executor shall be entitled to forthwith-

with transfer to the said Government the said portion of land;

(b) The said Government shall be entitled to lead out of the stream of water of the said farm at the source above the overflow of the said stream a three inch pipe and subject as aftermentioned to convey such pipe over the said farm to the Railway premises to the tank there fixed for the purpose of thereby conveying water to the said tank on the said Railway premises for Railway purposes;

(c) But in consideration that no more water was to be so taken for said purposes than would flow through a one inch pipe, the said line of three inch piping is to be cut in its course at the break pressure tank or reservoir situate below the Mill on said farm and such a length of one inch piping there inserted as shall reduce the flow of the said water to the agreed on quantity.

(d) The course of the said water pipe shall be as depicted on the sketch framed by the Surveyor Budler and hereunto attached, which has been signed by the Appearers and me the Notary as relative to these presents.

(e) The said Government shall have reasonable access at all times for the purposes of inspection, maintenance and repair and shall be bound to keep the said line of piping with its intake break pressure tank and reception tank in good condition. In particular the ball-cock in the said lastmentioned tank shall be continuously kept in efficient working order.

(f) These presents shall be registered against the Transfer Deed of the said place "La Cotte" and with the transfer-



transfer of the ground so to be conveyed to the said Government as matter affecting the said place and the said land in perpetuity.

THUS DONE AND PASSED at Cape Town on the day month and year aforesaid in the presence of the subscribed witnesses.

AS WITNESSES:

*M. Mearns*  
*H. du Toit*

*Erasmus Johannes Walker*

As witness

*George Profit*

*W. Dausler*

As witness

*M. Mearns*  
*H. du Toit*

*J. M. Steyn*

*C. M. Watkins*

Quod Attestor.

*J. de Kous*

Notary Public.



SCHEDULE A.

-----

Lot No: 1.	Stephanus Gabriel Siebrits	-	10th August 1859.
" "	2. Jan Augustinus Swart	-	29th December 1902
" "	3. } Jan Frederick le Roux,	-	12th August 1892.
portion	} A.H.Son.		
Lot No: 3.)	Thomas Haylett	-	13th October 1897.
remainder)			
Lot No: 4.	Frederick Henry Skead	-	3rd September 1895
" "	5 } Jeftha Jacob Fortuin	-	8th July 1876.
remainder	}		
Lot. No:5	} Frederick Henry Skead	-	27th September 1879.
Part	}		
Lot No: 6	} Andries Daniel le Roux,	-	31st December 1896.
portion.	} A.D. Son.		
Lot No: 6.)	Jeftha Jacob Fortuin	-	16th March 1880.
remainder)			
Lot No: 7.)	Daniel Philippus de	-	25th September 1896.
remainder	} Villiers		
Lot No: 7	} Abraham Jozua Tsaurnich	-	27th April 1895.
Part	}		
Lot No: 8.)	Ezau Damon Semmer	-	21st March 1898.
portion	}		
Lot No: 8.)	Dirk Johannes Dirkse	-	21st February 1902.
remainder	}		
Lot No: 9.)	Daniel Joseph Pepler	-	9th October 1901.
remainder	}		
Lot No:10.)	Pieter Eduard Roux	-	5th February 1903.
" "	11. Charles Riffel, Junior	-	20th April 1889.
" "	12. Rhodes Mozes Benting 1/2.-	-	14th September 1901.
	Adam Jacobus Fortuin 1/2. -	-	14th September 1901.
" "	13. Jan Augustinus Swart	-	29th December 1902.
" "	14. Stephanus Gabriel Siebrits-	-	10th August 1859.
" "	15) Anthony Petrus Roux	-	21st April 1903.
" "	16 )		
" "	17. Anna Wilhelmina Hauman,	-	16th April 1901.
	Widow,		
" "	18. Bartholomew Johannes	-	28th January 1901.
	Siebritz		



Lot No: 19.	Hendrik Lodewyk Pepler H. Son.	-	10th November 1894.
" " 20.	The members for the time being of the Home Mission Committee of the Dutch Reformed Church in trust for the Churchwardens of the Dutch Reformed Mission Church at French Hoek	-	3rd December 1894.
" " 22.	Hendrik Lodewyk Pepler	-	8th June 1897.
" " 23.	Daniel Hugo	-	19th July 1893.
" " 24.	Gerhardus Philippus Petrus-	-	14th July 1894.
portion Lot No: 24. remainder	Isaak Jacobus Petrus	-	14th July 1894.
Lot No: 25. Portion-	Willem Andries van der	-	20th September 1897.
Lot No: 25 remainder.	Merwe	-	13th June 1900.
Lot No: 26 " " 27	Cornelis Nicolaas Swart, C.N. Son.	-	23rd June 1892.
Lot No: 28 portion	Stefanus Gabriel Siebrits, F.Son.	-	20th September 1892.
Lot No: 28. remainder	Saul Jacobus Leibrandt	-	18th January 1893.
Lot No: 36.	Gabriel Andries Louw	-	20th September 1892.
" a	Commissioners for the time being of the Municipality of Fransche Hoek - other- wise French Hoek.	-	3rd May 1897.

*Gunnery Walker*

*T.M. Steu*

*A. M. Kalkwin*

*Jeld  
u.p.*

T 23288

T 51669 89

GRANT No. 51669/89	Issued to <i>Frenschhoek</i>
Wingarde (Koopartief) <i>Bajak</i>	
In respect of tenements No. *	
Registered: <i>[Signature]</i>	
1989-09-08	
Deeds Office, Cape Town, Kaapstad.	Asst. Registrar/Asst. Registrateur

3, 2806 H

\* 0 of 552 groot 626 m<sup>2</sup>  
 ② of 553 1472 m<sup>2</sup>

VIR ENDOSSEMENTE KYK BLADSY  
 FOR ENDORSEMENTS SEE PAGE

4

ET SEQ.

Endorsement in terms of Sect 2 (1) Act 70/57

The wither-held property having been acquired by the Railways & Harbours Administration, the right of disposal thereof now vests in said Administration and may be dealt with in accordance with the provisions of Sect. 2 (1) of Act 70/1957.

*[Signature]*  
 Asst. Registrar of Deeds  
 Cape Town

12-3-1958

SECTION 44, ACT NO. 47 OF 1937.
ARTIKEL 44, WET NO. 47 VAN 1937.
In accordance with the provisions of Section 44 of the Deeds Act, 1937, the following property is hereby registered in the name of the Registrar-General of Deeds, Cape Town, in the name of the Registrar-General of Deeds, Cape Town, in the name of the Registrar-General of Deeds, Cape Town.
No. 51669/89
12-3-1958
Deeds Office, Cape Town, Kaapstad.

3, 4900  
 DEO = 4619  
 REN = 3, 0485



4

*Restans*

ENDOSSEMENT KRAGTENS ARTIKEL 33 VAN WET 9 VAN 1989	ENDORSEMENT BY VIRTUE OF SECTION 33 OF ACT 9 OF 1989
KRAGTENS ARTIKEL 3 VAN DIE WET OP DIE REGSOPVOLGING VAN DIE SUID- AFRIKAANSE VERVOERDIENSTE, 1989 VESTIG DIE BINNEVERMELDE EIENDOM SERWITUUT NOU IN:	BY VIRTUE OF SECTION 3 OF THE LEGAL SUCCESSION TO THE SOUTH AFRICAN TRANSPORT SERVICES ACT, 1989 THE WITHINMENTIONED PROPERTY/ SERVITUDE NOW VESTS IN:
<b>TRANSNET BEPERK</b> 90/00900/06	<b>TRANSNET LIMITED</b> 90/00900/06
<b>BC 13159 / 1990</b>	
DATUM DATE <i>11/12/90</i>	<i>[Signature]</i> REGISTRATEUR / REGISTRAR KAAPSTAD / CAPE TOWN

OND HIERIN BESKRYWE IS HERNOMMER EN  
DESCRIBED HEREIN HAS BEEN RENUM-  
DIE TOEKOMS BESKRYWE WORD AS:  
AND MUST IN FUTURE BE DESCRIBED AS:

*ERROR*

AKTIEKANTOOR  
DEELREGISTRAR  
KAAPSTAD  
CAPE TOWN

REGISTRATEUR VAN AKTES  
REGISTRAR OF DEEDS

19.....

Die GROND HIERIN BESKRYWE IS HERNOMMER EN  
THE LAND DESCRIBED HEREIN HAS BEEN RENUM-  
MAG IN DIE TOEKOMS BESKRYWE WORD AS:  
USED AND MUST IN FUTURE BE DESCRIBED AS:

*RESTANT ERF 140 FRANSCH HOEK*

AKTIEKANTOOR  
DEELREGISTRAR  
KAAPSTAD  
CAPE TOWN

*11/12/90*

REGISTRATEUR VAN AKTES  
REGISTRAR OF DEEDS

*18/12/90*

*[Signature]*

Vir verdere endossemente sien  
For further endorsements see

*Page 5*

ERF 916 *meas 1109 m<sup>2</sup>*

GETRANSPORTEER TRANSFERRED	Aan To	<i>Municipaliteit van Franschoek</i>
<i>T 23847</i>	Restant Remainder	<del>3,1697</del> <i>3,1697</i> HA
<i>23 04 91</i>	registrateur	Registrar

*Erf 1281 meas: 1212 m<sup>2</sup>*

GETRANSPORTEER TRANSFERRED	Aan To	<i>M.D. Stander</i>
<i>T 54114</i>	Restant Remainder	<del>3,0485</del> <i>3,0485</i> HA
<i>29 08 91</i>	registrateur	Registrar

*Rouaireler*

VERHUUR AAN	LEASED TO
<i>ka Gare Franschoeke Joint Venture</i>	
VIR FOR	JAAK VANAF YEARS FROM
<i>50 years</i>	<i>8 August 1998</i>
	<i>7 August 2048</i>
<i>K 189/2000 L</i>	<i>[Signature]</i>
2003-03-05	REGISTRATEUR/REGISTRAR



1-2-4  
①

Fee endorsement		
	Amount	Office fee
Purchase price/Value	R.....	R. 250.00
Mortgage capital Amount	R.....	R.....
Reason for exemption	Exempt i.L.o	
	Cat.....	section..... Art.....

<b>GEREGISTREER REGISTERED</b>
..... REGISTRATEUR / REGISTRAR
2013-04-29

<b>GEKANSELLEER CANCELLED</b>	
 K 000000951 / 2016	 REGISTRATEUR / REGISTRAR
18 OCT 2016	

Protocol No : 18 /2013

**NOTARIAL DEED OF SUBLEASE**

K 000000376 / 2013

BE IT HEREBY MADE KNOWN :

THAT on this the 15<sup>th</sup> day of February  
Two Thousand and Thirteen (2013) before me

in the Year of Our Lord

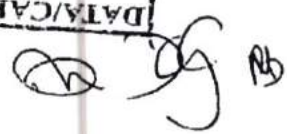
**CAROL JOY McDONALD**

DATA / VERIFY  
10 MAY 2013

Notary Public, practising at DURBAN, and in the presence of the  
undersigned witnesses, personally came and appeared

(ID 307883)

DATA/CAPTURED  
09 MAY 2013

dm  


**DEBORAH CHANTAL YOUNIE**

she being duly authorised thereto by Special Powers of Attorney (which are filed with the minute hereof in my protocol) granted by:

**GREEN WILLOWS PROPERTIES 302 PROPRIETARY LIMITED**

Registration Number 2009/001957007

herein represented by LOUIS MARIE JOSEPH ROBERT MAINGARD, he being duly authorised by a resolution of the directors of the Company dated the 9th day of NOVEMBER 2012;

which said Power of Attorney is dated the 9<sup>th</sup> day of NOVEMBER 2012 and signed at Mount Edgecombe, KwaZulu-Natal (which is hereafter together with its successors-in-title or assigns referred to as the "Sublessor");

and

**GREEN WILLOWS PROPERTIES 241 PROPRIETARY LIMITED**

Registration Number 2006/027316/07

herein represented by LOUIS MARIE JOSEPH ROBERT MAINGARD, he being duly authorised by a resolution of the directors of the Company dated the 9th day of NOVEMBER 2012;

which said Power of Attorney is dated the 9th day of NOVEMBER 2012 and signed at Mount Edgecombe, KwaZulu-Natal (which is hereafter together with its successors-in-title or assigns referred to as the "Sublessee\*");

dm

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copies of which Resolutions and Special Powers of Attorney in favour of the Appearer, were today exhibited to me, and now remain filed in my Protocol with the Minute hereof.

**AND THE SAID APPEARER DECLARED THAT WHEREAS:**

- (a) The Sublessor leases the undermentioned properties from Transnet SOC Limited, Registration Number 1990/000900/06 ("Transnet") in terms of Notarial Deed of Lease Number K189/2003L ("the Headlease") read with Notarial Deed of Cession of Lease Number K1125/2010L :
- (i) Erf 2 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape  
In extent: 7017 (Seven Thousand and Seventeen) square metres;
  - (ii) The Remaining Extent of Erf 140 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape  
In extent: 3,0485 (Three comma Nought Four Eight Five) Hectares;
  - (iii) The Remaining Extent of Erf 141 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape  
In extent: 305 (Three Hundred and Five) square metres;

du



- (b) The Sublessor has agreed to sublet portion of one of the Properties as hereinafter more fully described to the Sublessee in accordance with the terms and conditions of this sublease.

NOW THEREFORE IT IS AGREED :

1.

Sublease

The Sublessor hereby subleases to the Sublessee which hereby hires portion of the Properties described as:

Lease Area No. 3 over the Remainder of Erf 140 Franschoek, situate in the Stellenbosch Municipality, Administrative District of Paarl, Province of the Western Cape

In extent: 1,3378 (One comma Three Three Seven Eight) Hectares

As will more fully appear on Diagram SG. Number 2055/2012 annexed hereto and held by the Sublessor under Notarial Deed of Lease Number K189/2003L and Notarial Deed of Cession of Lease No. K1125/2010L (hereinafter referred to as "the Property").

2.

Duration

This Sublease shall commence upon the date of signature of the aforesaid two Powers of Attorney to be signed by the Sublessor and the Sublessee respectively ("the Commencement Date") and the Sublease shall endure for the remainder of the period of the Headlease which will terminate on the 7th August 2048 and any renewal thereof.

du





3.

**Vacant Occupation**

The Sublessee shall be entitled to the vacant occupation and possession of the Property from the Commencement Date.

4.

**Rent**

The Sublessee shall pay the Sublessor an annual rental of R1,00 (One Rand) inclusive of Vat such rental to be payable during January of each year save that a pro rata portion of the rental will be payable for the period from the Commencement Date to the end of the year in which the Commencement Date occurs.

5.

**Municipal Charges**

In addition to the rental the Sublessee shall be liable for and shall pay all municipal rates and other charges attributable to the Property, as and when payment is required by the Municipality. The Sublessee indemnifies the Sublessor against any claims for such municipal charges.

6.

**Development of the Property**

6.1 The principal objective of this Sublease is the development by the Sublessee of the Property by the construction thereon of buildings for the benefit of the Sublessee.

all

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- 6.2 The Sublessee shall be entitled but not obliged to develop the Property in accordance with the aforesaid objective, provided any development is undertaken in accordance with building plans and in compliance with the Town Planning Scheme and the National Building Regulations.
- 6.3 The cost of the development including the costs of provision of services such as water, sewerage, storm water drainage and electricity shall be borne by the Sublessee.
- 6.4 It is a specific term of this Sublease that the Sublessee may not conduct or permit the conduct of any retail business activity on the Property.

7.

**Sub-Letting and Cession**

- 7.1 The Sublessee shall have the right to sub-sublet any portion or portions of the Property comprising the land together with the buildings to be erected thereon without requiring the consent of the Sublessor. Notwithstanding the foregoing, the Sublessee shall remain liable for compliance with all the terms and conditions of this Sublease and shall ensure that sub-sublessees comply therewith in turn.
- 7.2 The Sublessee shall be entitled to cede and assign its right, title and interest and obligations in and to this Sublease to a third party and the Sublessor consents thereto. The intention is that the Property will be developed and this Sublease will be ceded and assigned to a

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purchaser. Sublessee therefore includes its successor in title or assigns.

8.

**Excision**

- 8.1 The Sublessee has made application to Transnet for the excision of the Property from the Headlease. The Sublessor consents thereto. Should the application be successful the Sublessor agrees and consents to the amendment of the Headlease to procure the release of the Property from the operation of the Headlease and the consequent amendments which will need to be made to the Headlease. Simultaneously with the release of the Property the Sublessee will enter into a new headlease with Transnet in respect of the Property.
- 8.2 The Sublessor undertakes to procure the consent of any holder of a mortgage bond registered over the Headlease to the excision and release of the Property from the Headlease.
- 8.3 Contemporaneously with the registration in the Deeds Office of a notarial deed of release and amendment of the Headlease, this Sublease will be cancelled.
- 8.4 The Sublessor consents to the registration of this Sublease in the Deeds Office but acknowledges that the Sublessee will not proceed with registration should it be likely that Transnet will consent to excision of the Property from the Headlease.

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9.

**Mortgage of the Sublease**

- 9.1 Should the Sublessee intend to mortgage this Sublease in favour of a bank to raise the capital required to finance the construction of the buildings, the Sublessor consents to such mortgage.
- 9.2 Should the Sublessee require additional finance for the development of the Property, the Sublessee will be entitled to further mortgage the Sublease or cancel any mortgage bonds and register replacement mortgage bonds in favour of another bank, the Sublessor consents in advance to any such transactions.
- 9.3 The Sublessor undertakes to and in favour of the holder of a mortgage bond or mortgage bonds to be registered over the Sublease (the bondholder) that it will not cancel the Sublease on breach, without first :
- (a) delivering to the bondholder by personal service or by registered post to such address as the bondholder may appoint, a copy of any notice of breach served on the Sublessee; and
  - (b) affording the bondholder a period of thirty (30) days from the date of receipt of the notice within which to remedy the breach on behalf of the Sublessee.
- 9.4 Should the bondholder foreclose on the mortgage bond registered over the Sublease and sell in execution the Sublessees' right, title and interest in the Sublease to a Purchaser, the Sublessor shall not

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unreasonably withhold its consent to the cession and assignment of this Sublease to the Purchaser thereof.

- 9.5 Should the Sublessee be placed in liquidation, the Sublessor shall not unreasonably withhold its consent to the cession and assignment of this Sublease by the Liquidator to a cessionary nominated by the Liquidator.
- 9.6 Should this Sublease be cancelled or terminated, the bondholder shall, forthwith upon such cancellation or termination, negotiate an option to lease the Property from the Sublessor upon such terms and conditions as may be agreed upon by the parties.
- 9.7 The Sublessor agrees to enter into an agreement with the Sublessee, the bondholder and Transnet upon terms and conditions substantially the same as those which are contained in agreements required by banks which lend against the security of a mortgage of a lease.
- 9.8 Should the Sublessee procure the cancellation of the existing mortgage bond and register a mortgage bond in favour of another bank, the Sublessor similarly agrees to enter into a replacement agreement with the new bank.
- 9.9 The Sublessee undertakes to procure the cancellation of any mortgage bonds registered over this Sublease once the amounts owing under the mortgage bonds have been discharged and by not later than the date of termination of this Sublease.

all.

*[Handwritten signature]*

*[Handwritten mark]*

10.

**Maintenance**

- 10.1 Notwithstanding that the improvements to the Property shall become the property of the Sublessor upon termination of the Sublease, the Sublessee shall at its expense and risk maintain and protect any improvements made to the Property.
- 10.2 The Property at all times shall be kept in a clean and orderly condition to the satisfaction of the Sublessor.

11.

**Compliance with Bylaws**

The Sublessee undertakes to comply with any statutes or bylaws affecting the Property.

12.

**Service by the Municipality or Other Authority**

The Sublessee shall at its own cost arrange with the municipality or other competent authority for the supply of water and electricity and for disposal services of sanitary waste, sewerage and garbage. The Sublessee shall also arrange at its cost with the municipality or competent authority for the rendering of all other services which may be required for the activities which are to be carried out on the Property.

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13.

**Valuations**

The Sublessee shall be entitled to require the Sublessor to object to any valuation made by a municipal or other authority in respect of the Property or the improvements thereon or to any assessment of rates, taxes, charges, levies or assessments which the Sublessee is liable to pay or refund to the Sublessor as provided herein. The Sublessee shall be liable for all costs reasonably incurred by the Sublessor in prosecuting any objection at the insistence of the Sublessee and shall be entitled to any benefit accruing as a result of a successful objection.

14.

**Disposal of Improvements on Termination**

Upon termination of this lease by effluxion of time or for any other reason, the improvements to the Property shall vest in the Sublessor without any compensation to the Sublessee who shall (or whose sub-sub lessees shall), however, be permitted to remove prior to termination of this Sublease, any machinery, plant and items of a movable or detachable nature.

15.

**Headlease**

Insofar as the terms and conditions of the Headlease have application to this Sublease and to the Property, such terms and conditions *mutatis mutandis* shall apply to this Sublease and are deemed to be incorporated herein by reference. The Sublessee acknowledges being fully aware of the terms and conditions of the Headlease.

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Handwritten signatures and initials, including a large signature and the letter 'B'.

16.

**Breach of Sublease**

Subject always to the rights of the bondholder as provided for in clause 9 hereof, should the Sublessee breach any of the terms and conditions of this Sublease and remain in breach after having received twenty-one (21) days written notice to remedy the breach, the Sublessor shall be entitled either to cancel this Sublease or to enforce it by legal action.

17.

**Notices and Domicilla**

17.1 The Sublessor chooses as its domicilium citandi et executandi at :

22 Burnside Drive, Old Mill Industrial Site, Mount Edgecombe, 4300

provided that the Sublessor shall be entitled to alter this domicilium by written notice to the Sublessee.

17.2 The Sublessee chooses its domicillum et executandi at:

22 Burnside Drive, Old Mill Industrial Site, Mount Edgecombe, 4300

provided that the Sublessee shall be entitled to alter this domicilium by written notice to the Sublessor.

17.3 Notices may be sent by prepaid registered letter post or may be delivered by hand at the chosen domicilium. If sent by prepaid registered post, a letter shall be deemed to have been delivered 10 (ten) days after the date of posting.

all





18.


**Amendment or Variation of Sublease**

This Sublease incorporates the entire agreement between the Sublessor and the Sublessee and no addition, amendment, cancellation or variation hereof shall be of any force or effect unless in writing and signed by both the Sublessor and the Sublessee.

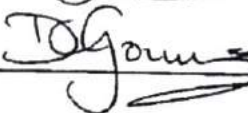
THUS DONE AND EXECUTED at DURBAN aforesaid on the day, month and year first hereinbefore written in the presence of the subscribing witnesses.

**AS WITNESSES**


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

 \_\_\_\_\_ q.q.

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

 \_\_\_\_\_ q.q.

**QUOD ATTESTOR**



**NOTARY PUBLIC**

FOR INFORMATION

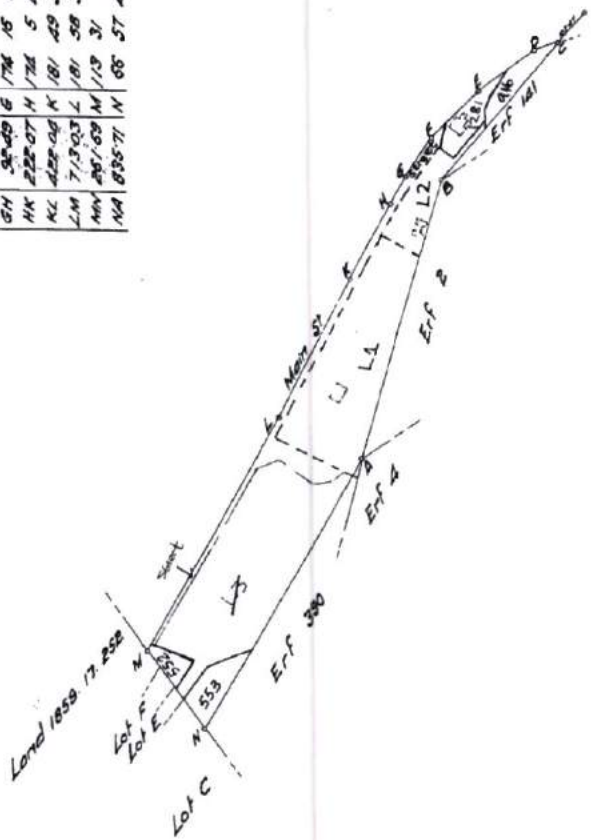
Notary Public  
Durban  
Date

6589/57

S.G. No.

SIDB Cape Feet.	Angles at Intersections.	System L.S. Co-ordinates.	
		Y	X
AB 777.73	A 165 49 40	A 27.51	805.25
BC 488.55	B 204 53 40	B 35.59	30.08
CD 75.39	C 28 59 30	C 131.71	423.60
DE 182.10	D 165 41 40	D 26.61	374.28
EF 172.03	E 168 40 0	E 29.65	225.08
FG 124.22	F 175 17 40	F 32.96	65.13
GH 34.49	G 174 15 10	G 129.05	53.73
HK 222.07	H 174 5 20	H 146.95	144.47
KL 422.04	K 181 49 30	K 167.26	365.61
LM 713.03	L 191 58 30	L 219.22	794.44
MN 487.09	M 139 31 0	M 331.33	1488.89
NA 835.71	N 68 57 40	N 110.78	1629.44

Approved  
*B. B. B. B.*  
Surveyor-General.  
25



The figures ABCDEFGHKL MN  
represents 4 Meters 25.8 Rods 12.9 Feet of land being  
Erf 140 Fransch Hoek.  
situate in the Division of Fransch Hoek Province of Cape of Good Hope.

Surveyed in  
Fransch Hoek  
by me  
S. H. van Breda  
from survey made in January 1910. By  
Surveyor C. H. van Breda.

Land Surveyor S  
S.G. File No. 57442/2  
Survey Record No.  
E.  
B.H. 7048  
M.H. 7048  
1/10  
1/10  
B.H. 7048  
M.H. 7048

This diagram is annexed to  
No. 5248 dated 19.05  
in favour of  
No. 5248  
Instrumental  
of 1005.70.5848  
Registrar of Deeds  
G.P. 481115-1954-300. (S.G. 284.)



M. S. Johnson  
 Surveyor  
 License No. 105/1000  
 State of Texas

1 A 0

SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED
E 2009/88	6025/88	EF 552	51669/89
E 1206/90	6026/88	EF 553	51669/89
E 3154/90	3782/90	EF 916	23827/91
	8953/90	EF 1281	57114/91
			626
			1472
			1109
			1212

LS/6859

SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED
E 753/01	1897/01	L1	K191/2008
E 2654/02	5880/02	L2	K190/2008
SR 912/2012	2083/2012	L3 REPRESENTATIVE - L1, L2, L3	K376/131

cancelled vide K 951/2016 L





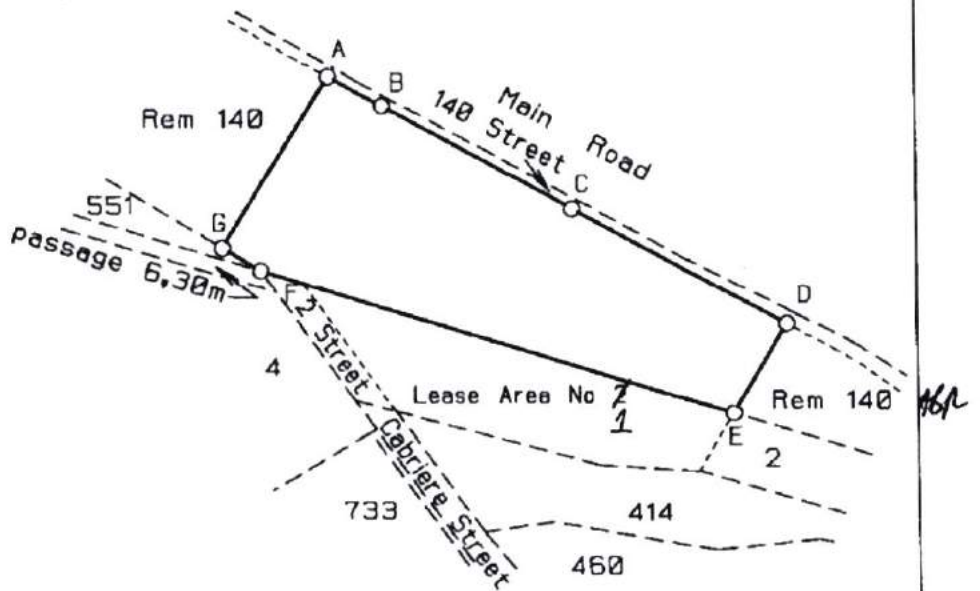
DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES System WG 19	X		S.G. No 1887/2001
			Y	X	
	Constant		± 0,00	+3 700 000,00	
AB	22,99	299 00 40	A	- 10 547,21	+ 53 215,55
BC	77,45	299 03 40	B	- 10 567,32	+ 53 226,70
CD	88,36	298 41 30	C	- 10 635,02	+ 53 264,32
DE	38,29	30 05 30	D	- 10 712,53	+ 53 306,74
EF	178,60	107 10 40	E	- 10 693,34	+ 53 339,87
FG	16,30	121 20 40	F	- 10 522,70	+ 53 287,12
GA	73,88	211 20 40	G	- 10 508,78	+ 53 278,64
274 Robert			△	- 9 159,39	+ 54 252,31
272 Du Toitskop			△	- 13 868,02	+ 50 664,68

Approved  
*[Signature]*  
for Surveyor-General  
2-5-2001

**Beacon Description**

- A 12 mm hole in concrete next to iron rail fence post
- B C iron rail fence post
- D G 12 mm iron peg
- E 12 mm iron peg in platform
- F 12 mm iron peg in tar



Scale 1:2 500

The figure **ABCDEF G** represents **1,0942 hectares** of land being **Lease Area No 1 over the Remainder of Erf 140 Franschoek**

situate in **the Stellenbosch Municipality**

Administrative District of **Paarl**

Province of the Western Cape

Surveyed in **March 2001**

by me,

*[Signature]*  
**D S HELLIG**  
Land Surveyor  
PLS 0256

This diagram is annexed to

No. **K191/2003**  
dated  
i.f.o.

The original diagram is

No. 6589/1957 annexed to  
Transfer No. 1905. **5878**

File No. s/ 7042/12

S.R. No. E752/2001  
Comp.  
BI-7CA/X52 (1600)  
BI-7CA/X54 (1602)

Registrar of Deeds

S

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

APPROVED IN TERMS OF SECT. 25  
OF ORD. 15/1985  
REF. 15/4/1/2(265)  
DATE 2001-03-19

DAVID HELBIG & ABRAHAMSE, LAND SURVEYORS

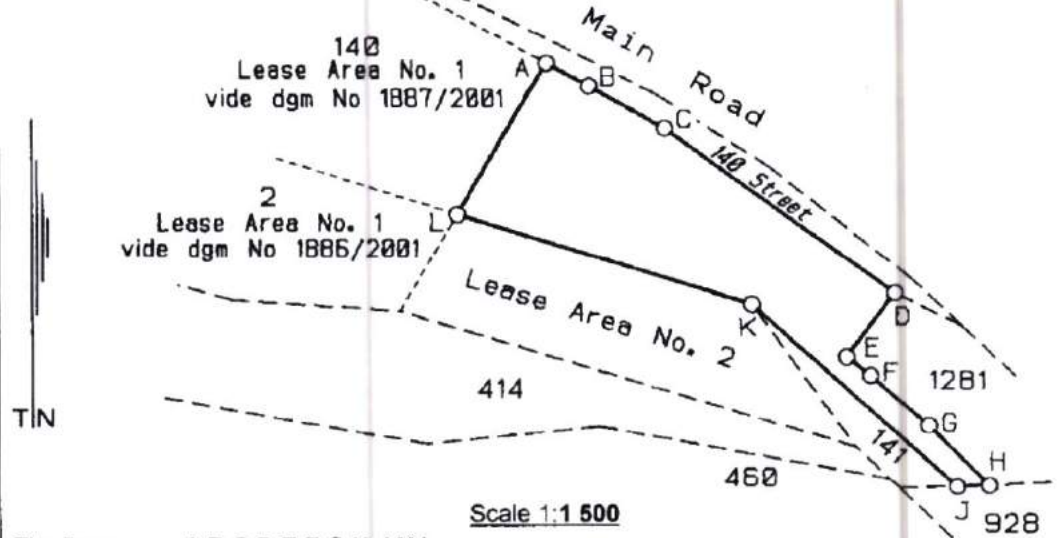
SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES System WG 19	Y X	
			Y	X
	Constant		± 0,00	+3 700 000,00
AB	10,35	298 41 30 A	- 10 712,53	+ 53 306,74
BC	18,85	299 13 00 B	- 10 721,61	+ 53 311,71
CD	61,46	305 58 30 C	- 10 738,06	+ 53 320,91
DE	17,49	37 13 10 D	- 10 787,80	+ 53 357,01
EF	6,63	308 00 40 E	- 10 777,22	+ 53 370,94
FG	16,64	310 50 00 F	- 10 782,44	+ 53 375,02
GH	18,52	315 11 50 G	- 10 795,03	+ 53 385,90
HJ	6,95	87 18 40 H	- 10 808,08	+ 53 399,04
JK	59,57	131 59 30 J	- 10 801,14	+ 53 399,36
KL	66,49	107 10 40 K	- 10 756,86	+ 53 359,51
LA	38,29	210 05 30 L	- 10 693,34	+ 53 339,87
		274 Robert $\Delta$	- 9 159,39	+ 54 252,31
		272 Du Toitskop $\Delta$	- 13 868,02	+ 50 664,68

S.G. No  
5880/2002

Approved  
*[Signature]*  
for Surveyor-General  
2003.01.08

**Beacon Description**

- A D J K 12 mm iron peg
- B C iron rail fence post
- E 15 mm iron peg in concrete next to iron rail fence post
- F G 15 mm iron peg next to iron rail fence post
- H 15 mm iron peg
- L 12 mm iron peg in platform



The figure **ABCDEFGHIJKL** represents **2 701 square metres** of land being

**Lease Area No 2 over the Remainder of Erf 140 Franschoek**

situate in **the Stellenbosch Municipality**

Administrative District of **Paarl**

Province of the Western Cape

Surveyed in **March 2001 and March 2002**

by me,

*[Signature]*  
**D S HELBIG**  
Land Surveyor  
PLS 0256

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

APPROVED IN TERMS OF SECT. 26  
OF ORD. 15/1985  
REF. **FH 2**  
DATE **2002-12-11**

This diagram is annexed to No. <b>K190/2003<sup>s</sup></b> dated i.f.o. Registrar of Deeds	The original diagram is No. 6589/1957 annexed to Transfer No. 1905 .5848	File No. <b>S/7042/12</b> S.R. No. <b>2654/2002</b> Comp. BI-7CA/X54 (1602)
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DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System WG 19 <sup>0</sup> X			S.G. No. 2055/2012
		Constant	±	0,00 +3 700 000,00	
AB	59,95	301 14 00	A	-10 368,07 +	53 107,59
BC	32,32	301 01 30	B	-10 419,33 +	53 138,67
CD	79,83	301 19 10	C	-10 447,03 +	53 155,33
DE	19,87	342 08 50	D	-10 515,23 +	53 196,83
EF	5,17	26 54 40	E	-10 521,32 +	53 215,74
FG	27,97	37 10 10	F	-10 518,98 +	53 220,35
GH	10,24	0 30 10	G	-10 502,08 +	53 242,64
HJ	7,62	344 09 30	H	-10 501,99 +	53 252,88
JK	14,89	325 22 10	J	-10 504,07 +	53 260,21
KL	7,23	31 20 40	K	-10 512,53 +	53 272,46
LM	169,34	121 20 40	L	-10 508,78 +	53 278,64
MN	41,25	160 17 30	M	-10 364,15 +	53 190,55
NP	33,92	123 17 30	N	-10 350,24 +	53 151,72
PQ	11,87	234 20 30	P	-10 321,89 +	53 133,10
QR	15,85	303 45 30	Q	-10 331,53 +	53 126,18
RS	11,62	303 21 00	R	-10 344,71 +	53 134,99
SA	36,45	202 00 00	S	-10 354,42 +	53 141,38
		272 Du Toitskop	Δ	-13 868,02 +	50 664,68
		274 Robert	Δ	- 9 159,39 +	54 252,31

Approved

*Koller*

for Surveyor-General

17-09-2012

**Sheet No 1 of  
2 Sheets**

**Beacon Description:**

All beacons are 12 mm iron peg, except

- N 20 mm iron peg in concrete
- Q 20 mm iron peg next to wall
- R corner of low wall

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

**Withdrawn**  
See S/7042/12 v.2 page 3A.....  
Vide. Notarial Cancellation K951/16L.  
For Surveyor General *[Signature]*  
Date: 04-10-2019.....

The figure **ABCDEFGHIJKLMNPQRS**

represents **1,3378 hectares**

of land, being

**Lease Area No 3 over the Remainder of Erf 140 Franschoek**

Situate in **the Stellenbosch Municipality**

Administrative District of **Paarl**

Province of the Western Cape

Surveyed in **March 2001 and January 2009**

by me

*[Signature]*  
**D S HELLIG**

Professional Land Surveyor  
(PLS0256)

This diagram is annexed to  
No. **K376/2013L**  
dated  
i.f.o.

The original diagram is  
No. 6589/1957 annexed to  
Transfer No. 1905. .5848

File No. S/7042/12 v.2  
S.R. No. 912/2012  
Comp. BI-7CA/X51 (1599)  
BI-7CA/X52 (1600)  
LPI C0550003

Registrar of Deeds

APPROVED IN TERMS OF SECT. 85  
OF ORD. 15/1958  
REF. FH140  
DATE 2012-08-30

**Lease Area No 3 over the Remainder of Erf 140 Franschoek**

S.G. No.  
2055/2012

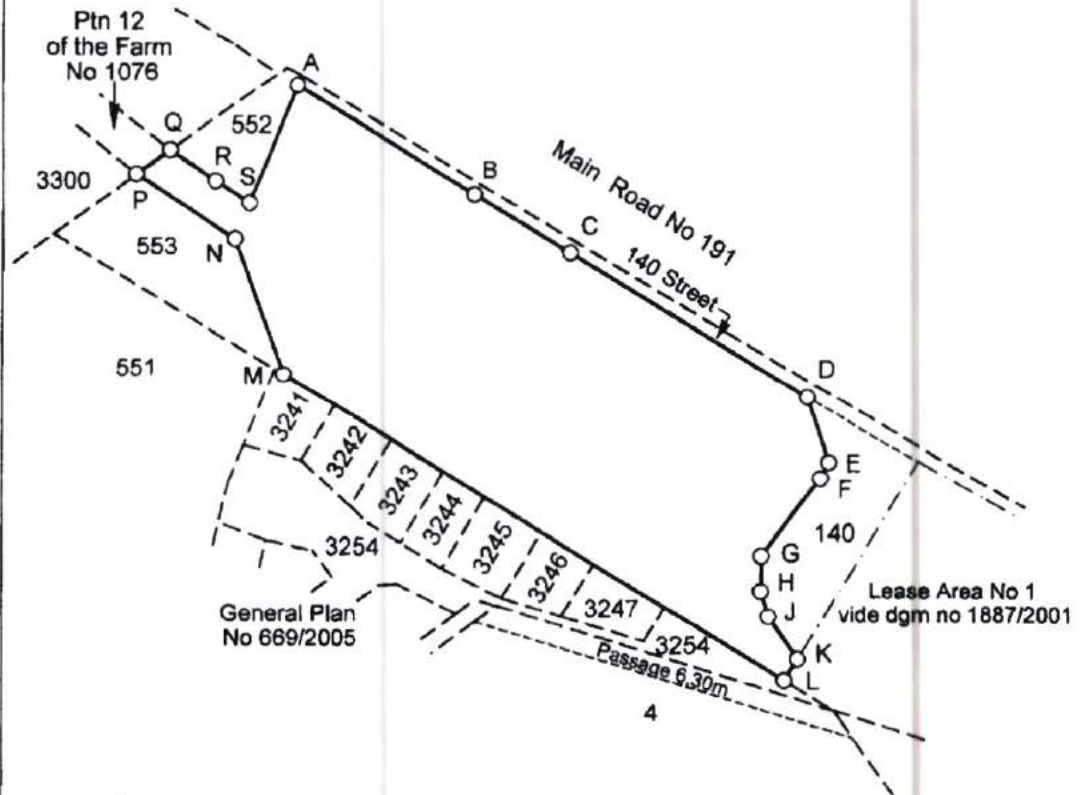
Approved

*Kolten*

for Surveyor-General

17-09-2012

**Sheet No 2 of  
2 Sheets**



**Withdrawn**  
 See S/2042/12.V2 page 0073 34...  
 vide Notarial Cancellation K951/16L  
 For Surveyor General *DH*  
 Date: 06-10-2019

Surveyed in **March 2001 and January 2009** by me

*D S Hellig*

**D S HELLIG**

Professional Land Surveyor  
(PLS0256)

**Scale 1 : 2000**

**S**



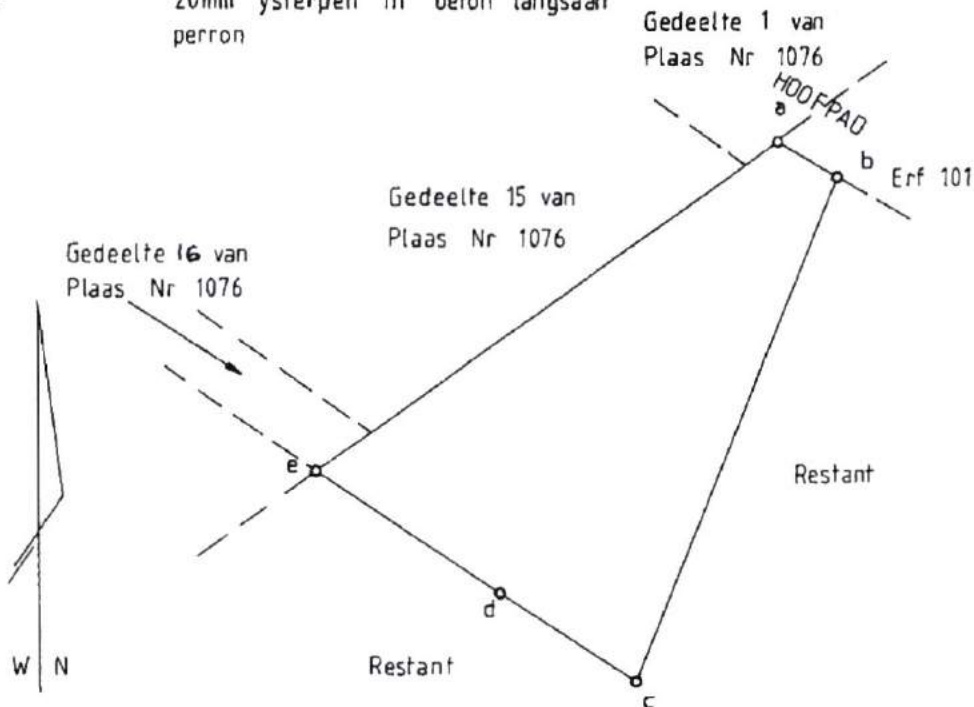
Landmeters

F22/4

SYE METER	RIGTINGS- HOEKE		KOÖRDINATE			L.G. No. 6025-88
			Y	Stelsel	X	
	Konstante		+	0,00	+3700 000,00	
ab	5,00	300 49 40 a	-10	428,23	+ 52 803,60	Goedgekeur <i>J. Smith</i> Landmeter-generaal 1988-10-20
bc	39,46	22 00 00 b	-10	432,52	+ 52 806,16	
cd	11,64	123 14 30 c	-10	417,74	+ 52 842,75	
de	15,84	123 51 30 d	-10	408,01	+ 52 836,37	
ea	41,08	234 20 30 e	-10	394,86	+ 52 827,54	
	3319/274	ROBERT	Δ	- 9 222,64	+ 53 953,50	
	3319/49	MIDDNBG	Δ	- 6 881,61	+ 52 965,39	

**BAKENBESKRYWING :**

- a, b, c 20mm ysterpen in beton
- d Baksteen eindpunt van perron
- e 20mm ysterpen in beton langsaan perron



Skaal 1:500

Die figuur a b c d e

stel voor 626 vierkante meter

grond, synde

ERF 552 'n gedeelte van Erf 140 Franschhoek

geleë in die Munisipaliteit van Franschhoek

Administratiewe Distrik Paarl

Provinsie Kaap die Goeie Hoop.

Opgemeet in Oktober 1987 - Maart 1988

deur my, ons,

*Alwyn David Kuhn*  
Landmeters

Hierdie kaart is geheg aan

T/A  
No. T. 51669/89  
gedateer

t.g.v.

Registrateur van Aktes

Die oorspronklike kaart is.

No. 6589/57 geheg aan  
Transport/Groendbrief  
No. 1905. 73. 5848

Lêer No. S/7042/12

M.S. No. E 2080/88

Komp. BI-7CA/X51 (1599)  
BI-7CA/X52 (1600)

C

D

C

Landmeters

F27/4

SYE METER	RIGTINGS- HOEKE		KOÖRDINATE		
			Y	Stelsel Lo 19	X
	Konstante		+	0,00	+3700 000,00
ab	33,92	303 20 00 a	-10	385,22	+ 52 834,46
bc	41,25	340 19 40 b	-10	413,56	+ 52 853,09
cd	77,48	121 20 20 c	-10	427,45	+ 52 891,94
da	29,48	234 20 30 d	-10	361,27	+ 52 851,64
3319/274	ROBERT	Δ	- 9	222,64	+ 53 953,50
3319/49	MIDDNBG	Δ	- 6	881,61	+ 52 965,39

L.G. No.

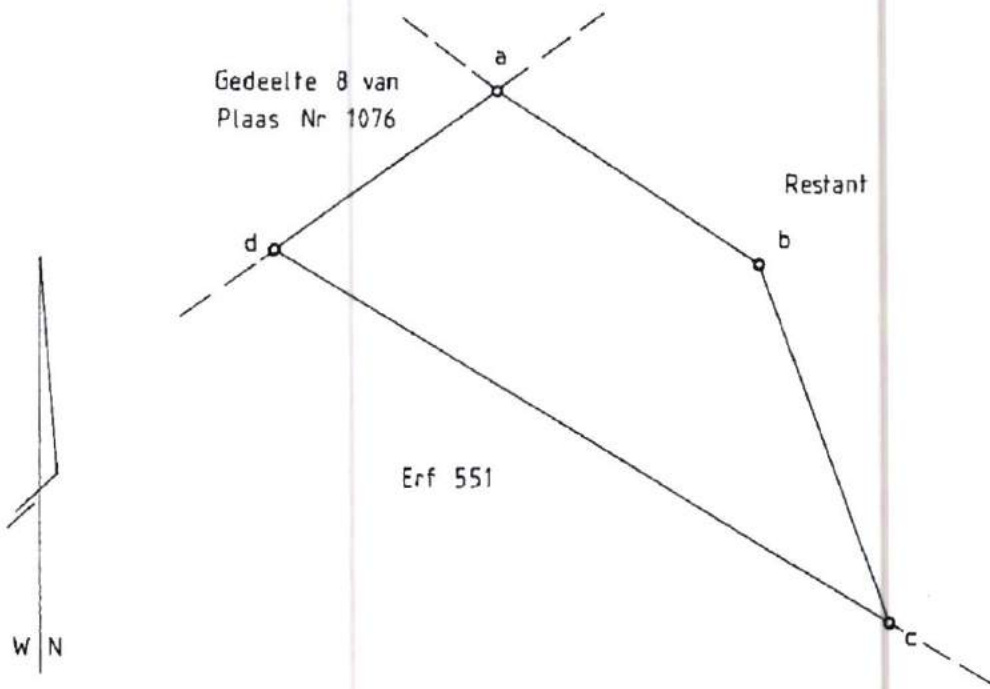
6026-88

Goedgekeur

*J. van der Merwe*  
Landmeter-generaal  
1988-10-20

BAKENBESKRYWING:

- a Yster spoorstaafpaal wat 0,4m uitsteek
- b, c 20mm ysterpen in beton
- d Yster spoorstaafpaal wat 0,3m uitsteek Oos van hoek van muurpilaar



Skaal 1:750

Die figuur a b c d

stel voor 1472 vierkante meter

grond, synde

ERF 553 'n gedeelte van Erf 140 Franschoek

geleë in die Munisipaliteit van Franschoek

Administratiewe Distrik Paarl

Provinsie Kaap die Goeie Hoop.

Opgemeet in Oktober 1987 - Maart 1988

deur my, ons,

*J. van der Merwe*  
Landmeters

Hierdie kaart is geheg aan

T/A  
No. T. 51669/89  
gedateer

t.g.v.

Die oorspronklike kaart is.

No. 6589/57 geheg aan  
Transport/Grondbrief  
No. 1905. 73. 5848

Lêer No. S/7042/12

M.S. No. E 2080/88

Komp. BI-7CA/X51 (1599)  
BI-7CA/X52 (1600)

Registrateur van Aktes

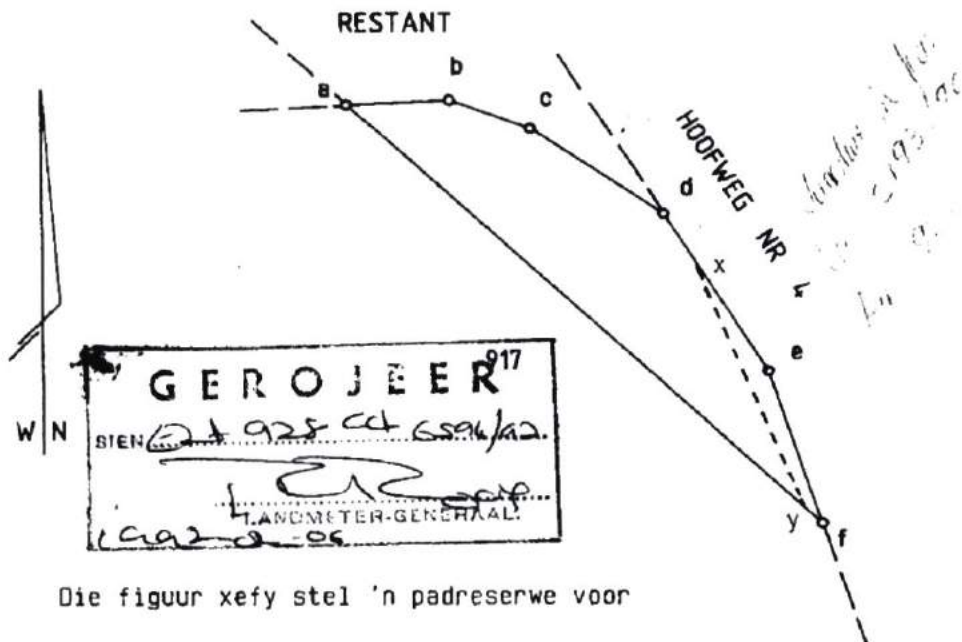
S  
C  
B



SYE METER	RIGTINGS- HOEKE	KOÖRDINATE			L.G. No.	
		Y	Stelsel	Lo 18° X		
	Konstante		± 0,00	+3700 000,00	3782-90 Goedgekeur <i>[Signature]</i> Landmeter-generaal 90.07.25	
ab	14,88	267 18 40	a	-10 884,41		+ 53 100,62
bc	12,50	290 00 00	b	-10 878,27		+ 53 099,93
cd	22,93	303 28 20	c	-10 891,02		+ 53 104,20
de	27,81	326 40 30	d	-10 910,15		+ 53 116,85
ef	23,71	340 58 50	e	-10 925,43		+ 53 140,09
fa	92,48	131 58 20	f	-10 933,15		+ 53 162,50
	274/3319	ROBERT	Δ	- 9 222,64	+ 53 953,50	
	272/3319	DUTKP	Δ	-13 931,36	+ 50 366,00	

**BAKENBESKRYWING :**

- a Nie gebaken nie
- b,c,d 20mm ysterpen in beton
- e,f 12mm ysterpen in teer



Die figuur xefy stel 'n padreserwe voor

Skaal 1:1000

Die figuur a b c d e f

stel voor 1109 vierkante meter

grond, synde

ERF 816, 'n gedeelte van Erf 140 Franschoek

geleë in die Munisipaliteit van Franschoek

Administratiewe Distrik

Paarl

Provinsie Kaap die Goeie Hoop.

Opgemeet in Desember 1989 en Maart 1990  
deur my,

*David Friedman*  
Landmeter

Hierdie kaart is geheg aan No. T23847/91 gedateer t.g.v. Registrateur van Aktes	Die oorspronklike kaart is. No. 8588/57 geheg aan Transport/Grondbrief No. 1905. 73.5848	Lêer No. S/7042/12 M.S. No. E1206/90 Komp. BI-7CA/X54 (1802)
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DAVID HELIG & ABRAHAMSE, LAND SURVEYORS

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES			S.G. No.	
		Y	System	Lo19° X		
	Constant	+	0.00	+3700 000.00	9513-90 Approved <i>[Signature]</i> Surveyor-General 1991-07410 Sheet no 1 of 2 Sheets	
AB	16,71	289 29 00	A -	10 849,84		+ 53 059,89
BC	39,00	313 20 20	B -	10 865,60		+ 53 065,46
CD	29,47	326 40 30	C -	10 893,96		+ 53 092,23
DE	22,93	123 28 20	D -	10 910,15		+ 53 116,85
EF	12,50	110 00 00	E -	10 891,02		+ 53 104,20
FG	7,93	87 18 40	F -	10 879,27		+ 53 099,93
GH	18,52	135 11 50	G -	10 871,35		+ 53 100,30
HJ	16,64	130 50 00	H -	10 858,30		+ 53 087,16
JK	6,63	128 00 40	J -	10 845,71		+ 53 076,28
KA	15,46	217 13 10	K -	10 840,49		+ 53 072,20
CL	11,84	326 40 30	L -	10 900,47		+ 53 102,12
LM	55,08	134 05 20	M -	10 860,91		+ 53 063,80
MB	4,98	289 29 00				
	274 Robert	△	-	9 222,64	+ 53 953,50	
	49 Middenberg	△	-	6 881,61	+ 52 965,39	

**Beacon Description**

- A 15 mm iron peg next to wall corner
- B C G L M 15 mm iron peg
- D E F 20 mm iron peg in concrete
- H J 15 mm iron peg next to iron rail fence post
- K 15 mm iron peg in concrete next to iron rail fence post

The figure **A B C D E F G H J K**  
 represents **1212 square metres** of land being  
**Erf 1281 a Portion of Erf 140 Franschoek**  
 situate **in the Municipality of Franschoek**  
 Administrative District of **PAARL** Province of Cape of Good Hope  
 Surveyed In **October - December 1990**  
 by me, *[Signature]* Land Surveyor

This diagram is annexed to No. <u>754114/91</u> dated l.f.o. Registrar of Deeds	The original diagram is No. 6589/1957 annexed to Transfer No. 1905.73.5848	File No. <u>S/7042/12</u> S.R. No. <u>E 3154/90</u> Comp. <u>BI-7CA/X54 (1602)</u>
	FOR ENDORSEMENTS SEE BACK OF DIAGRAM	



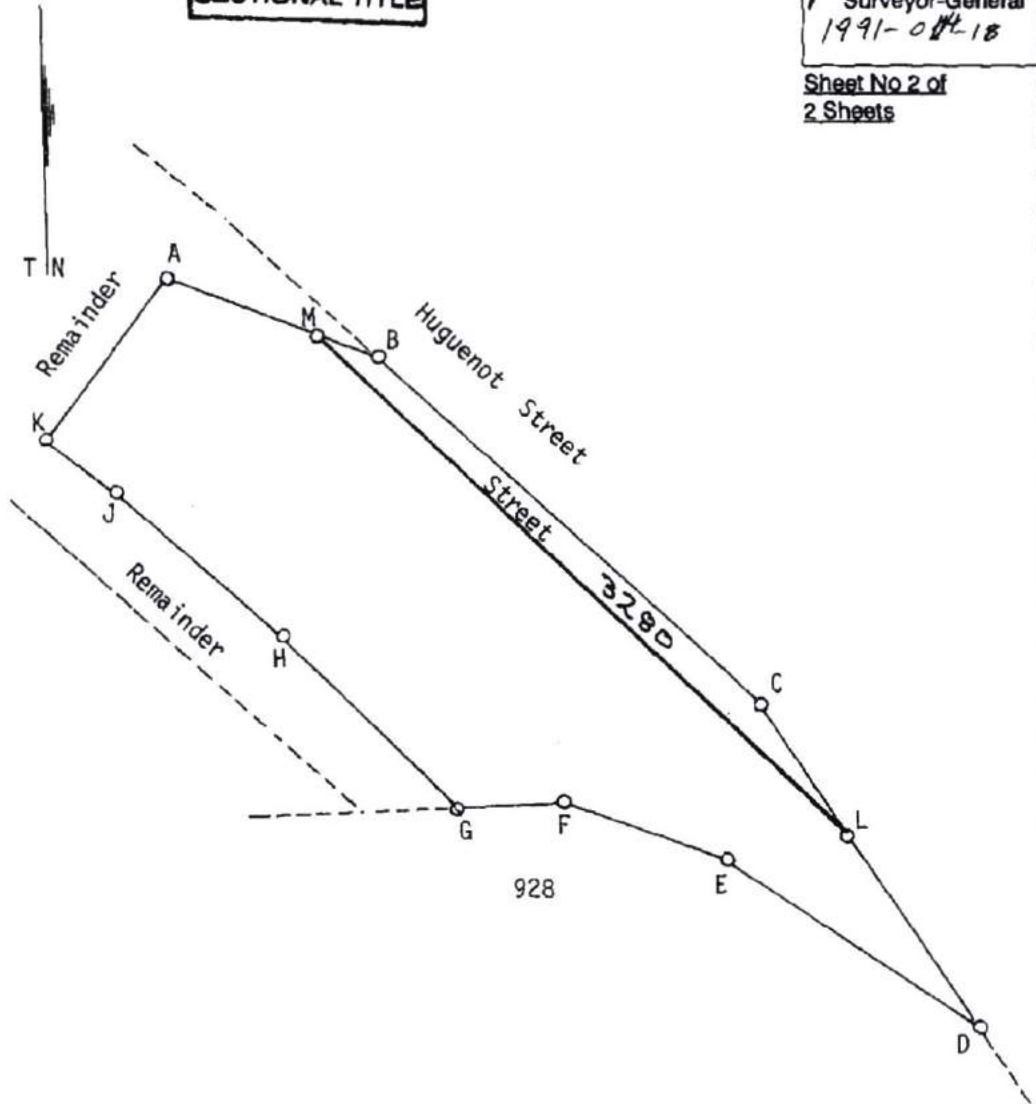
Erl 1281 Franschoek

S.G. No.  
9513-90

**RE-SUBJECT TO  
SECTIONAL TITLE**

Approved  
*[Signature]*  
Surveyor-General  
1991-04-18

Sheet No 2 of  
2 Sheets



Surveyed in October - December 1990 by ma.

*[Signature]*  
Land Surveyor

Scale 1:1000

1281

**S**

41

B

**SECTIONAL TITLES**

SR E. RECORD	D NUMBER	SS. NUMBER	INITIAL & DATE
E 1398/2006	D 414/2006	773)2006	

**THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM**

SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
E 1398/06	4733/2006	Erf 3280	110 m <sup>2</sup>	94800/06	N.D	



**DEEDS OFFICE CAPE TOWN**

NUMBERING ROOM

PACK NO. 3

**CONVENTIONAL DEEDS**

**EXECUTION DATE ...18 OCT 2016.....**

Start number	End number	Total
000063870 / 2016	000063891 / 2016	22 ✓
TR .....	TR .....	
000061018 / 2016	000061029 / 2016	12 ✓
BC .....	BC .....	
000027582 / 2016	000027586 / 2016	5 ✓
B .....	B .....	
H .....	H .....	
PA .....	PA .....	
000000951 / 2016	000000951 / 2016	1 ✓
K .....	K .....	
VA .....	VA .....	
<i>credit 8</i> <i>123878 - 2884</i>		(40) + 23 = 63
Total covers in pack		
OUTSTANDING/INCLUDED		

**SCANNED**  
08 DEC 2016  
**A S SILOLO**

NUMBERED BY	
TRANSFERS	
BC's	
BONDS	
DATE	
EMBOSS	
PACKS	

*2 checked*  
*FNW.*

*[Handwritten signature]*

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

(a) Gelyktydiges met ander registrasiekantore / deeltelke Simuls with other registries / sectional titles:

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

(b) Klant afskrifte van aktes permanent in Aktekantoor gelieser  
Client copies of deeds filed permanently in Deeds Office.

Aard en nommer van akte / Nature and number of deed	Cover no. / Omslag Nr	Paras van ondersoeker Initials of Examiners

(c) Notas / Notes

**B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:**

Interdike nagesien Interdics checked		Opmerkings / Remarks	Parasf Initials
Datum / Date	Parasf Initials	(1) Dorp goedgekeur (proklameer) Township approved (proclaimed)	
		(2) Begrotings Endowment	
		(3) Begroting Endowment	
		(4) Voorwaardes Conditions	
		(5) Milie Mico	
		(6) Algemene Plan General Plan	
		(7) Tsaalste Title Deed	
		(8) Verbands teen dorpsstel Bonds against township title	
		(9) Datum nagesien Date checked	

Kantoor instruksies/Office instructions

Sekasie/Section

Deeds Reg AC No  
CTN  
**222**

**mm miltons matsemela**  
The Conveyancers

TABLE VIEW Tel: 557 8002 Fax: 557 8511  
CLAREMONT Tel: 871 5141 Fax: 871 7828  
TYGER VALLEY Tel: 914 4100 Fax: 914 4110  
CAPE TOWN Tel: 419 4842 Fax: 419 3825  
Cell: 082 448 8902

**REGISTRASIE/  
REGISTRATION**

Rat No / View Nr **77693604-MM** Coll: 082 448 8902

**A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:**

Datum van indering / Date of lodgment

**LODGED**  
2016-10-15  
**INGEDIEN**

14 OCT 2016

Ondersoekers / Examiners	Kantoor Rooms	Skakeling / Linking	Reject Verwerp	Passer Oors
1 Y. DYANI	1218A			
2 C.A.J. VAN AARDE 1171				
3				

**B. VIR AKTEKANTOOR GEBRUIK / FOR CONVEYANCER USE:**

Aard van Akte / Nature of Deed: **BN**  
*Sublease - La Gue vanoddeed*  
Igv / Ifo: *aan Willems Rops 302*

**K 000000951 / 2016**

Skakeling / Linking	Tsaalste / Title deeds within
1	K 1125 / 2010
1	K 376 / 2013

**GELYKTYDIGES / SIMULS**

No. in Simul	Kode / Code	Name van Partys / Names of Parties	Naam van Firma / Name of Firm	Firma Firm No.
1	BN	aan Willems Rops 302	Miltons	302
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

**HANDED IN FOR EXECUTION**

17 OCT 2016

**EXAMINER'S NOTES INSIDE**

**HANDED IN FOR EXECUTION**

Registrasie versoek deur /  
registration requested by

Datum /  
Date

18 OCT 2016

(a) Gelyktydiges met ander registrasiekantore / deeltelke Simuls with other registries / sectional titles:

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

**BLACKBOOK**  
17 OCT 2016  
RABON MABUN



(Kont beskrywing van eiendom (slegs para 1 in Akte) / Brief description of property (merely para 1 in Deed)  
**LEASE AREA NO.3 OVER RBN ERF 140 FOMASCHAEK**



For Information Only

(7)

1. hedge the bracket is a white  
cover. CAJ VAN ARDE 11/10/16  
11/10/16

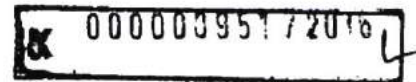
2. Certify the correct spelling of the name  
of Mr. D. YANI as the TOR, CAJ/2009.  
I hereby certify the correct  
spelling is willows. Not necessary  
for endorsements. CAJ VAN ARDE 11/10/16

3. hedge B10654  
11/10/16

4. System off-line cannot print, refer to  
the ~~for~~ endorsements.  
CAJ VAN ARDE 11/10/16

157

Purchase price/Value		Amount	Office fee
R.....		R.....	R. 290.00
Mortgage capital Amount		R.....	R.....
Reason for exemption		Example 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	



Protocol No : 97/2016

**NOTARIAL DEED OF CANCELLATION OF SUBLEASE**

**NUMBER K376/2013L**

**DATA / CAPTURE**

**28 OCT 2016**

**OLIVIER YOLANDI**

BE IT HEREBY MADE KNOWN :

THAT on this the 7 day of September in the Year of Our Lord Two Thousand and Sixteen (2016) before me

**CAROL JOY McDONALD**

**DATA / VERIFY**

**31 OCT 2016**

Notary Public, practising at DURBAN, and in the presence of ~~two~~ witnesses, personally came and appeared

**PATSY GOUNDEN**

*Handwritten initials*

*Handwritten signatures*



she being duly authorised thereto by Special Powers of Attorney (which are filed with the minute hereof in my protocol) granted by:

**GREEN WILLOWS PROPERTIES 302 PROPRIETARY LIMITED**

Registration Number 2009/001957/07

herein represented by ASHRUFALY MOHAMED, he being duly authorised by a resolution of the directors of the Company dated the 20th day of August 2016;

which said Power of Attorney is dated the 20th day of August 2016 and signed at Cape Town, Cape Province

(which is hereafter together with its successors-in-title or assigns referred to as the "Sublessor");

and

**GREEN WILLOWS PROPERTIES 241 PROPRIETARY LIMITED**

Registration Number 2006/027316/07

herein represented by LOUIS MARIE JOSEPH ROBERT MAINGARD, he being duly authorised by a resolution of the directors of the Company dated the 10th day of August 2016;

which said Power of Attorney is dated the 22nd day of August 2016 and signed at Mount Edgecombe, KwaZulu-Natal (which is hereafter together with its successors-in-title or assigns referred to as the "Sublessee") copies of which Resolutions and Special Powers of Attorney in favour of the Appearer, were today exhibited to me, and now remain filed in my Protocol with the Minute hereof.

al



**AND THE SAID APPEARER DECLARED THAT WHEREAS:**

The Sublessor and the Sublessee on the 19th day of July 2016 agreed to cancel Notarial Deed of Sublease No. K376/2013L.

**NOW THEREFORE IT IS AGREED :**

1.

**Headlease**

The Sublessor leases the undermentioned properties from Transnet SOC Limited, Registration Number 1990/000900/06 ("Transnet") in terms of Notarial Deed of Lease Number K189/2003L ("the Headlease") read with Notarial Deed of Cession of Lease Number K1125/2010L :

- (a) Erf 2 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape  
In extent: 7017 (Seven Thousand and Seventeen) square metres;
- (b) The Remaining Extent of Erf 140 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape  
In extent: 3,0485 (Three comma Nought Four Eight five) Hectares;
- (c) The Remaining Extent of Erf 141 Franschoek, Municipality of Stellenbosch, Registration Division Paarl, Province of Western Cape

al




In extent: 305 (Three Hundred and Five) square metres.

2.

**Sublease**

The Sublessor subleases to the Sublessee a portion of the aforesaid properties described as :-

Lease Area No. 3 over the Remainder of Erf 140 Franschoek, situate in the Stellenbosch Municipality, Administrative District of Paarl, Province of the Western Cape

In extent: 1,3378 (One comma Three Three Seven Eight) Hectares

As will more fully appear on Diagram SG. Number 2055/2012 annexed to and held by the Sublessor under Notarial Deed of Lease Number K189/2003L and Notarial Deed of Cession of Lease No. K1125/2010L.

3.

**Cancellation**



With effect from the date of registration hereof in the deeds office, Notarial Deed of Sublease No. K376/2013L is hereby cancelled.

4.

**Consideration**

As consideration for the cancellation of the aforesaid Sublease the Sublessor shall pay to the Sublessee the sum of R3 000 000.00 (Three Million Rands) plus Vat.

du

  
  
SHF

u

5.


**Costs**

The costs of preparation and registration of this notarial deed shall be borne by the Sublessor.

THUS DONE AND EXECUTED at DURBAN aforesaid on the day, month and year first hereinbefore written in the presence of the subscribing witnesses.


**AS WITNESSES**

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

  
\_\_\_\_\_ q.q.

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

QUOD ATTESTOR

  
**NOTARY PUBLIC**





2

TRACK NUMBER : 80066392485

BLACK-BOOKING ENQUIRY ON NAME - GREEN WILLOWS PROP 382 PTY LTD  
ID NUMBER - 200980195707  
BIRTH DATE - 0  
MARITAL STATUS -  
MAIDEN NAME -  
TYPE OF PERSON - COMPANY

PERSON NAME AND ID

CONTRACTS/INTERDICTS

NOTED ON SCAN/MICRO REF

GREEN WILLOWS PROP 382-PTY-LTD  
GREEN WILLIAM

200980195707

K1125/2018L  
T3832/1926R-24/11/932

20101208-20130521142923  
0

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

\*\*\* END OF REPORT \*\*\*





TRACK NUMBER : 88086392485

PROPERTY DETAILS PRINT FOR PORTION 0  
 ERF NO 2  
 TOWNSHIP FRANSCHHEK  
 REG DIV PAARL RD

PROVINCE WESTERN CAPE  
 PREV DESCRIPTION T2762/907  
 DIAGRAM DEED NO 7017 SQM  
 EXTENT FRANSCHHEK MUN  
 CLEARANCE

NO INTERDICTS

DOCUMENTS

- B19654/2013
- K1125/2018L
- K189/2003L
- K376/2013L
- VA2007/2013
- VA2005/2013
- VA2006/2013
- VA2008/2013
- VA6267/2010

HOLDER & SHARE  
 WEST ROAD SOUTH NO 3 R F LTD  
 GREEN WILLOWS PROP 302 PTY-LTD  
 GREEN WILLOWS PROP 241 PTY-LTD  
 K190/2003L  
 K1267/2008L  
 K191/2003L  
 K1268/2008L  
 K189/2003L

AMOUNT	O/P/A	SCAN/MICRO REF	MDD
R45000000.00		20150408140219	0429
R0.00		20130521142923	1208
		20110208091456	0305
R0.00		20130521143139	0429
		20130403092411	0325
		20130403092040	0325
		20130403092214	0325
		20130403092623	0325
		20100930111238	0921

OWNER DETAILS

FULL NAME & SHARE  
 TRANSET LTD  
 BCL3159/1990 0107

PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	TITLE DEED	MDD	MICROFILM REF
	VESTING		199000000006	T2762/1907	0409	20101117080058

\* O/P/A - 0 - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

\*\* PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.  
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\*\*\* END OF REPORT \*\*\*

IKHE: /XARRA /IKE

5

TRACK NUMBER : 80006392485

PROPERTY DETAILS PRINT FOR PORTION 0 (R/E)  
 ERF NO 140  
 TOWNSHIP FRANSCHHOEK  
 REG DIV PAARL RD

PROVINCE WESTERN CAPE  
 PREV DESCRIPTION T5848/1905  
 DIAGRAM DEED NO 3,0485 H  
 EXTENT FRANSCHHOEK MUN  
 CLEARANCE

NO INTERDICTIONS

DOCUMENTS

- B18654/2013
- K1125/2010L
- K189/2003L
- K376/2013L
- VA2006/2013
- VA2007/2013
- VA2008/2013
- VA2005/2013
- VA6267/2010

HOLDER & SHARE

WEST ROAD SOUTH NO 3 R F LTD  
 GREEN WILLOWS PROP 302 PTY-LTD

GREEN WILLOWS PROP 241 PTY LTD

- K191/2003L
- K190/2003L
- K1268/2008L
- K1267/2008L
- K189/2003L

AMOUNT R45000000.00  
 R0.00

O/P/A	SCAN/MICRO REF	MMD
	20150408140219	0429
	20130521142923	1208
	20110208091456	0305
	20130521143139	0429
	20130403092214	0325
	20130403092411	0325
	20130403092623	0325
	20130403092040	0325
	20100930111238	0921

OWNER DETAILS

FULL NAME & SHARE

TRANSNET LTD  
 BC13159/1990 1211

PURCH DATE AMOUNT/REASON O/P/A IDENTITY  
 199000000006

TITLE DEED T5848/1905

MMD 0627 MICROFILM REF 20100716083053

VESTING

\* O/P/A - 0 - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

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

\*\*\* END OF REPORT \*\*\*

IKHE: /XARRA /IKE



6

TRACK NUMBER : 88086392485

PROPERTY DETAILS PRINT FOR PORTION 8 (R/E)  
ERF NO 141  
TOWNSHIP FRANSDHOEK  
REG DIV PAARL RD

PROVINCE WESTERN CAPE  
PREV DESCRIPTION  
DIAGRAM DEED NO T5548/1979  
EXTENT 385 SQM  
CLEARANCE FRANSDHOEK MUN

NO INTERDICTS

DOCUMENTS  
BL18654/2013  
KL125/2018L  
KL89/2003L  
K376/2013L  
VA2007/2013  
VA2008/2013  
VA6267/2010

HOLDER & SHARE  
WEST ROAD SOUTH NO 3 R F LTD  
GREEN WILLOWS PROP 382 PTY-LTD  
GREEN WILLOWS PROP 241 PTY-LTD  
KL90/2003L  
KL268/2008L  
KL89/2003L

AMOUNT	O/P/A	SCAN/MICRO/REF	MMD
R45000000.00		20150408148219	0429
R0.00		20130521142923	1208
		20110208091456	0305
R0.00		20130521143139	0429
		20130403092411	0325
		20130403092623	0325
		20100930111238	0921

OWNER DETAILS

FULL NAME & SHARE  
TRANSNET LTD  
BC13159/1990 0309

PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	TITLE DEED	MMD	MICROFILM REF
			199000090006	T5548/1979	0314	20100716082932

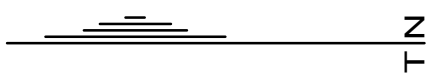
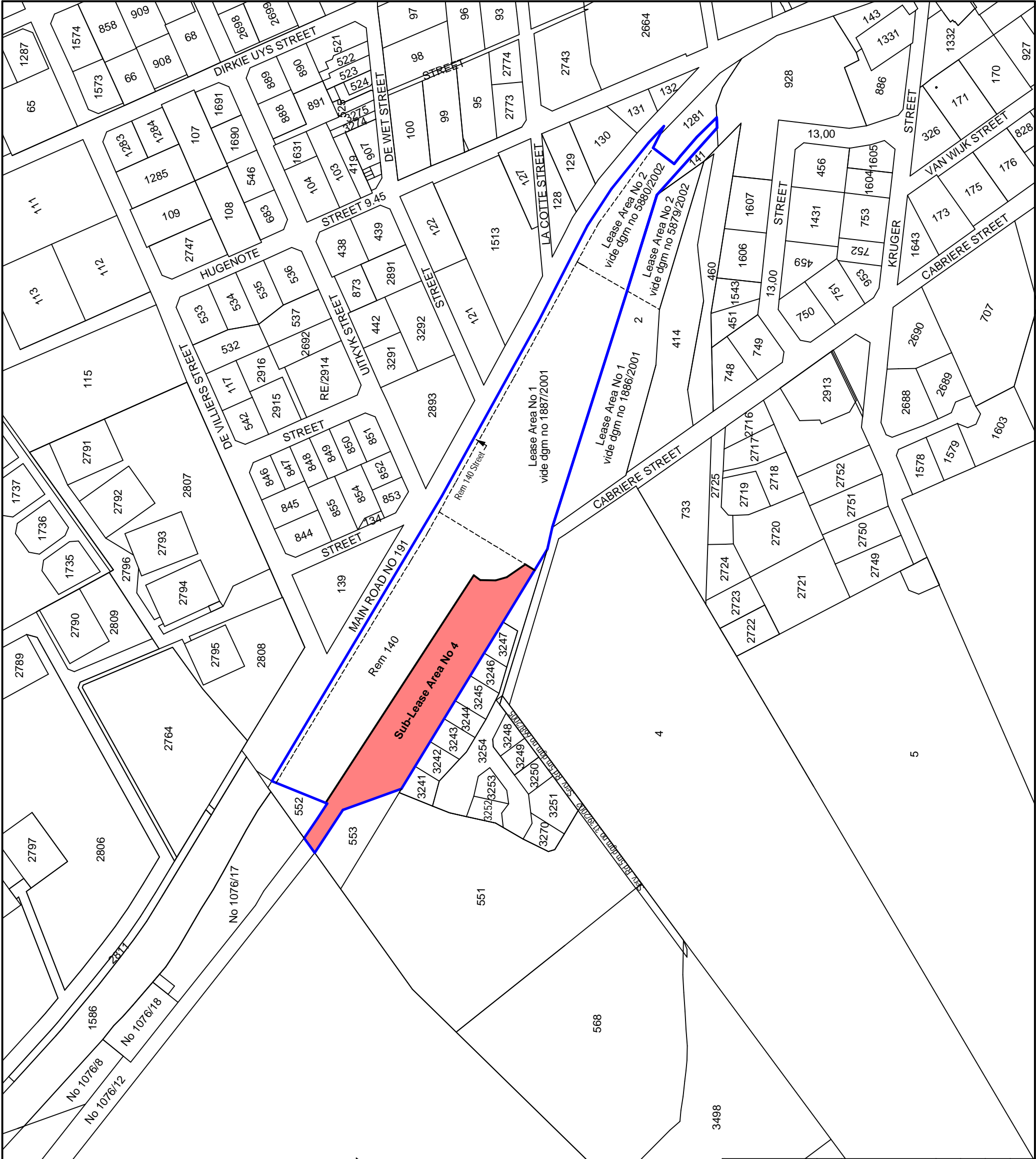
VESTING


\* O/P/A - 0 MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

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

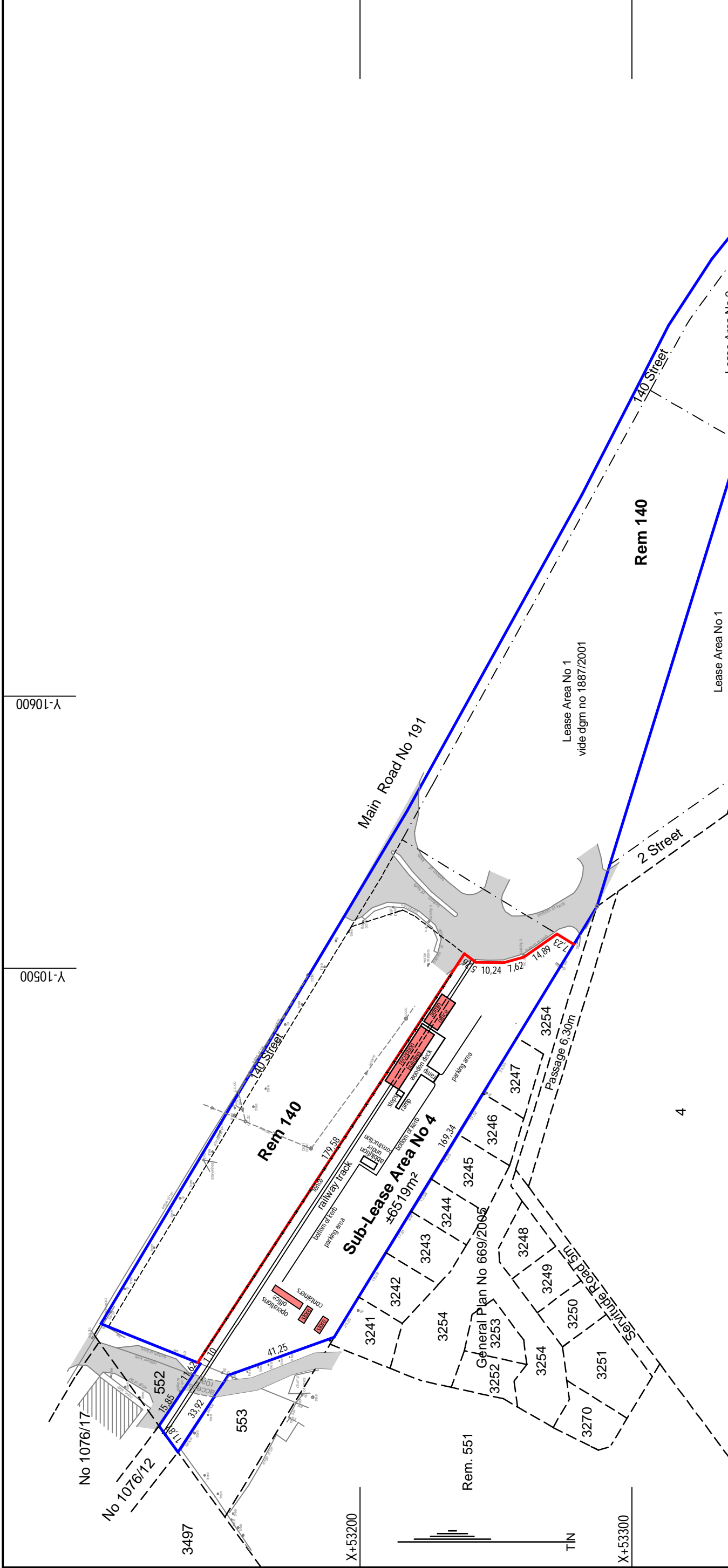
\*\*\* END OF REPORT \*\*\*

IK E : / XARRA I KE



 <b>david hellig &amp; abrahamse</b> professional land surveyors 258 Main Street PAARL 7646		web site : <a href="http://www.dhale.co.za">www.dhale.co.za</a> email : <a href="mailto:david@dhale.co.za">david@dhale.co.za</a>
<b>project</b> <b>LOCALITY PLAN</b> Sub-Lease Area No 4 over Remainder of Erf 140 Franschoek		
Scale	1 / 2500 @A3	
Date	October 2019	
File No	P2434/90(100)N	
Plan No	2	





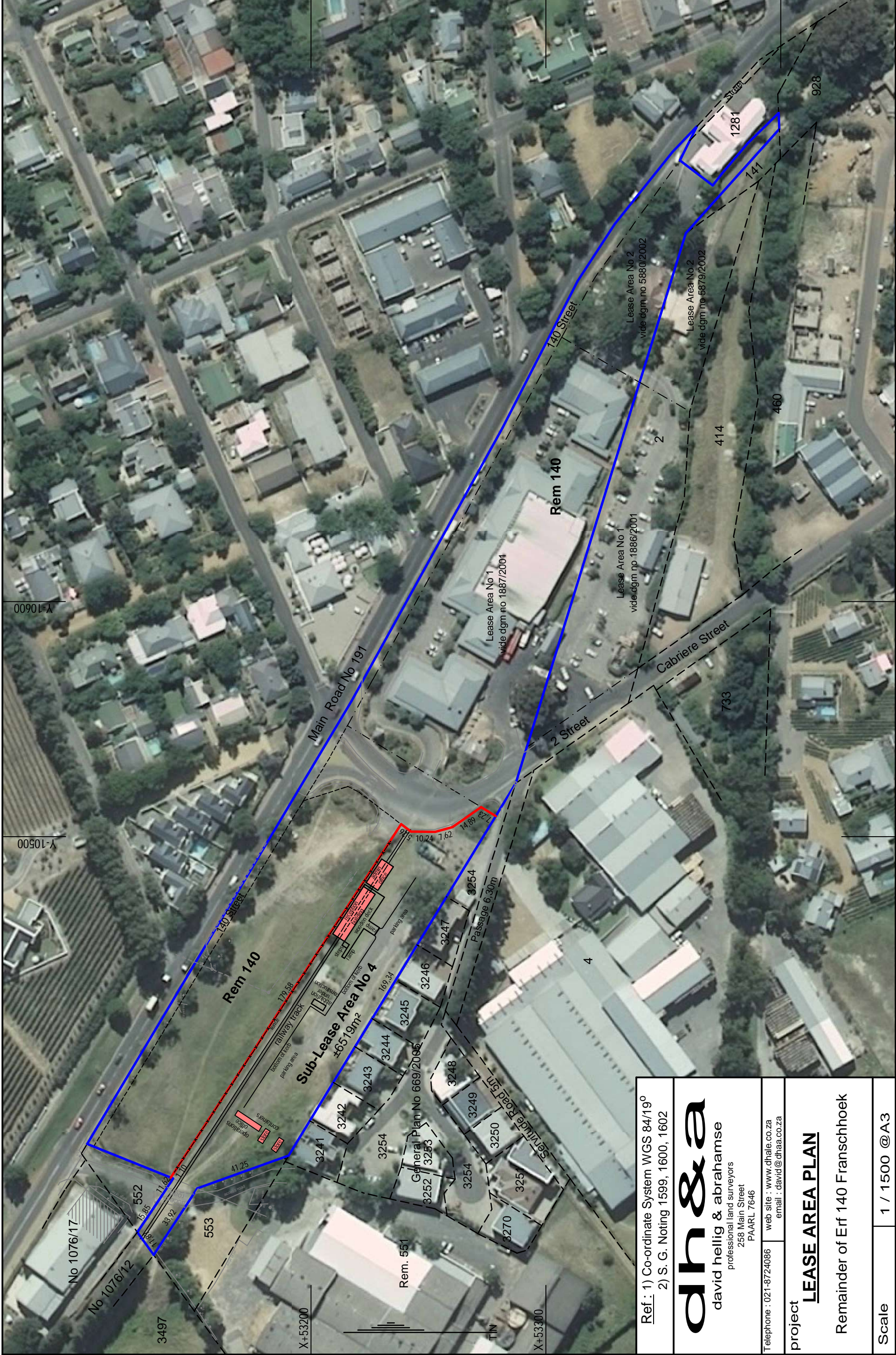
0090L-A

Y-10500

<p>Ref: 1) Co-ordinate System WGS 84/19°          2) S. G. Noting 1599, 1600, 1602</p>	
<p><b>dh&amp;a</b>          david hellig &amp; abrahamse          professional land surveyors          258 Main Street          PAARL 7646</p>	
<p>Telephone : 021-8724086    web site : www.dhale.co.za          email : david@dhale.co.za</p>	
<p>project <b>LEASE AREA PLAN</b></p>	
<p>Remainder of Erf 140 Franschoek</p>	
Scale	1 / 1500 @A3
Date	October 2019
File No	P2434/90(100)N
Plan No	1

**Note:**  
 Sub-Lease Area No 4, measuring ±6519m² in extent, is to be registered over the Remainder of Erf 140 Franschoek.





Ref: 1) Co-ordinate System WGS 84/19° 2) S. G. Noting 1599, 1600, 1602	
<b>dh&amp;a</b> david hellig & abrahamse professional land surveyors 258 Main Street PAARL 7646	
Telephone : 021-8724086 web site : www.dhale.co.za email : david@dhaa.co.za	<b>LEASE AREA PLAN</b> Remainder of Erf 140 Franschhoek
Scale	1 / 1500 @A3
Date	October 2019
File No	P2434/90(100)N
Plan No	1P

**Note:**  
 Sub-Lease Area No 4, measuring ±6519m<sup>2</sup> in extent, is to be registered over the Remainder of Erf 140 Franschhoek.



# PLANNING REPORT

## PROPOSED REGISTRATION OF A SUB-LEASE AREA OVER A PORTION OF THE REMAINDER OF ERF 140 FRANSCHHOEK

OUR REF: P2434/90(100)N

Compiled by:

**David Hellig & Abrahamse**

Land Surveyors

**JULY 2020**

## 1. INTRODUCTION

The Remainder of Erf 140 Franschhoek, measuring 3,0485 hectares in extent, is situated within the area of jurisdiction of the Stellenbosch Municipality, Administrative District of Paarl and is registered in the name of Messrs Transnet Ltd vide Deed of Transfer No T5848/1905. The subject land unit is subject to a lease in favour of Messrs Green Willows Properties 302 (Pty) Ltd, who has agreed to sublease a portion thereof to Messrs Franschhoek Wine Tram (Pty) Ltd.

The extension of Cabriere Street up to Main Road No 191 physically divides the subject property into two parts viz the eastern part comprising the La Gare Shopping Centre while the western part of the land unit comprises the Franschhoek Wine Tram Station premises comprising an operations office, reception building, admin office, parking area and railway line.

According to the Stellenbosch Zoning Scheme Map 2018, the subject property has a split zoning viz Mixed Use Zone to the east of the link road and Industrial Zone to the west thereof.

The purpose of this application is for the registration of a Sub-Lease Area over a portion of the western part of the Remainder of Erf 140 Franschhoek to be registered in favour of Messrs Franschhoek Wine Tram (Pty) Ltd for a period terminating on 07-08-2048.

## 2. PROPERTY DETAILS

SUBJECT LAND UNIT				
PROPERTY DESCRIPTION	EXTENT	REGISTERED LANDOWNER	DEED OF TRANSFER	EXISTING ZONING
The Remainder of Erf 140 Franschhoek	3,0485 hectares	Messrs Transnet Ltd	T5848/1905	Mixed Use and Industrial Zones

The following Lease Areas are registered over the subject land unit:

1. Lease Area No 1, measuring 1,0942 hectares in extent, vide Leasehold diagram no 1887/2001, annexed to Notarial Lease No K191/2003<sup>s</sup>.
2. Lease Area No 2, measuring 2 701 square metres in extent, vide Leasehold diagram no 5880/2002, annexed to Notarial Lease No K190/2003<sup>s</sup>.

Noting that:

3. Lease Area No 3, measuring 1,3378 hectares in extent, vide Leasehold diagram no 2055/2012 has been cancelled vide Notarial Deed of Cancellation No K951/2016L.



### 3. LOCATION

The below figure indicates the location of the Remainder of Erf 140 Franschhoek and the proposed Sub-Lease Area.

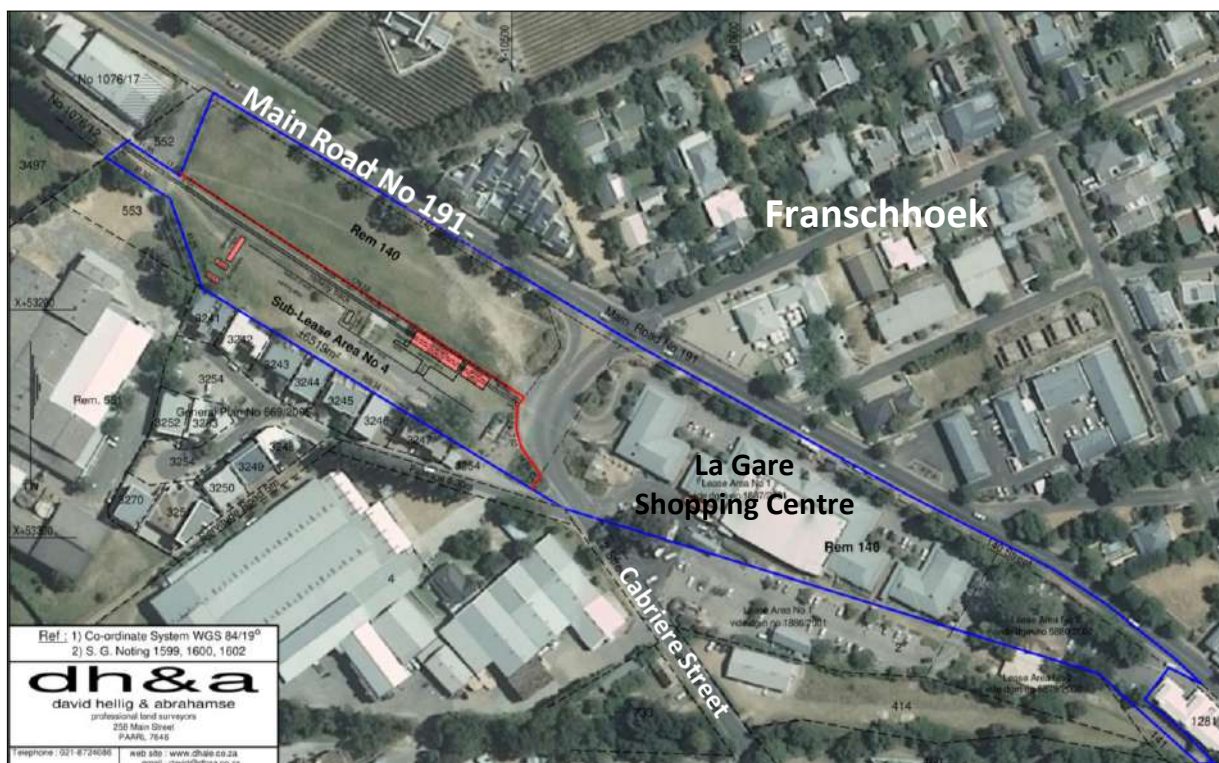


Figure 1: Location of the subject land unit

#### 4. THE FRANSCHHOEK WINE TRAM

The Franschoek Wine Tram was established in 2012 offering tourists a unique way to experience the Franschoek Valley. The combination of tram and bus services transport passengers along various planned routes to experience some of South Africa's oldest and most distinguished wine estates. The Franschoek Wine Tram offers eight "hop-on hop-off" tours where guests get to experience activities like wine tastings, cellar tours and lunches. The tours take passengers right into the heart of the Franschoek Valley with a narration focusing on the history of Franschoek and wine cultivation in the valley and unparalleled views of the valley and vineyards.

The registration of a Sub-Lease Area over a portion of the Remainder of Erf 140 Franschoek will afford the Franschoek Wine Tram the security of title to operate their station on the popular tour for passengers to easily access the tourist attractions situated within the town of Franschoek.



Figure 2: The Franschoek Wine Tram

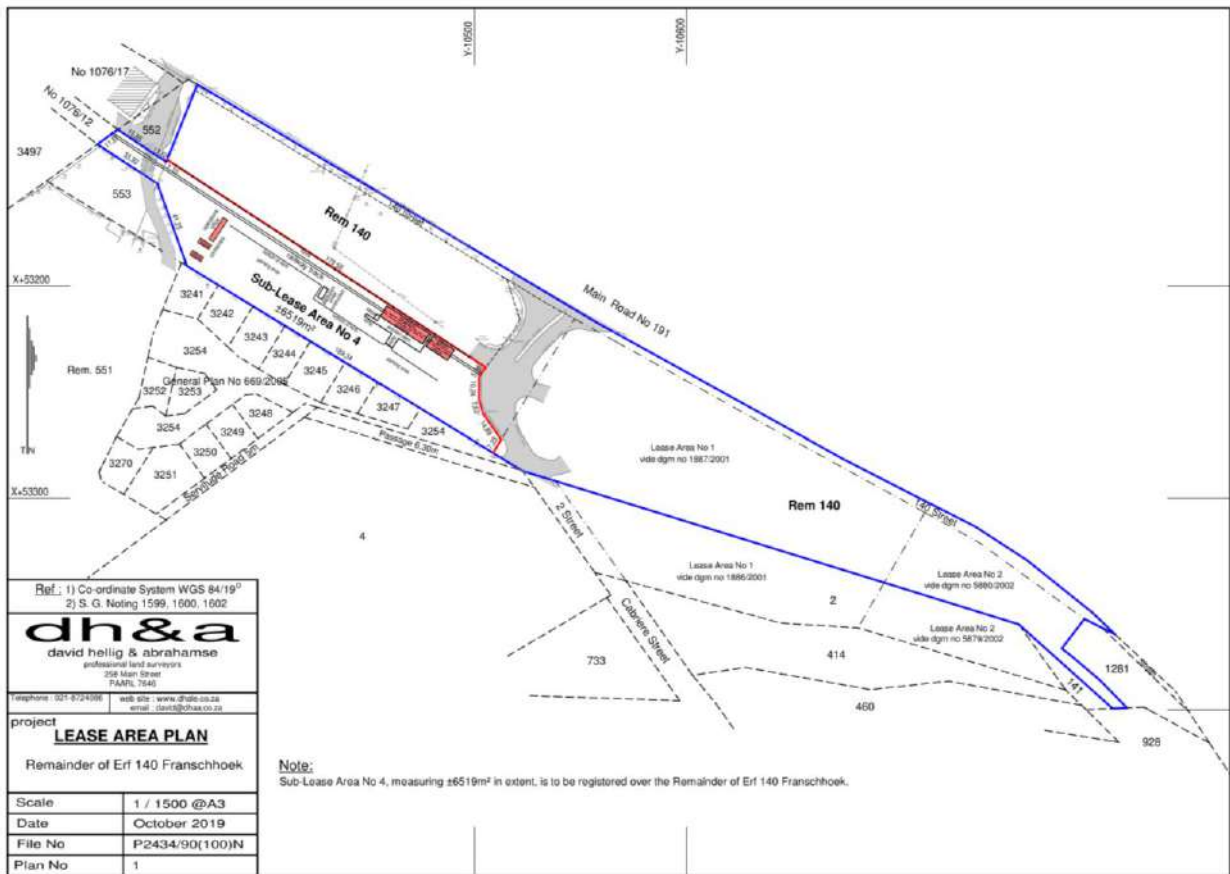


**5. APPLICATION PROPOSAL**

A land use planning application is hereby submitted in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 as follows:

**A. REGISTRATION OF A SUB-LEASE AREA**

1. Sub-Lease Area No 4, measuring 6 519 square metres in extent, is to be registered over a portion of the Remainder of Erf 140 Franschoek as indicated on the enclosed Lease Area Plans No 1 and 1P.



**Figure 3: Proposed registration of Sub-Lease Area No 4**

**6. ACCESS AND SERVICES**

- The subject land unit gains direct access from the extension of Cabriere Street which connects to Main Road No 191.
- All required services and connections, if any, will comply with municipal requirements.

**7. RESTRICTIONS**

The title deed of the subject land unit contains no restrictive conditions prohibiting the proposed registration of a Sub-Lease Area (see enclosed Conveyancer’s Certificate).

8. MOTIVATION

8.1 Stellenbosch Municipality Spatial Development Framework, 2019

The subject land unit is situated within the exiting urban edge of Franschoek, which has been identified as a loci for future development within the Stellenbosch MSDF.

In terms of the Franschoek Concept Map contained in the Stellenbosch MSDF, 2019 the subject land unit forms part of a “Proposed Transit Node” and abuts the Main Road “MU / Intensification Route” as indicated in the figure below.

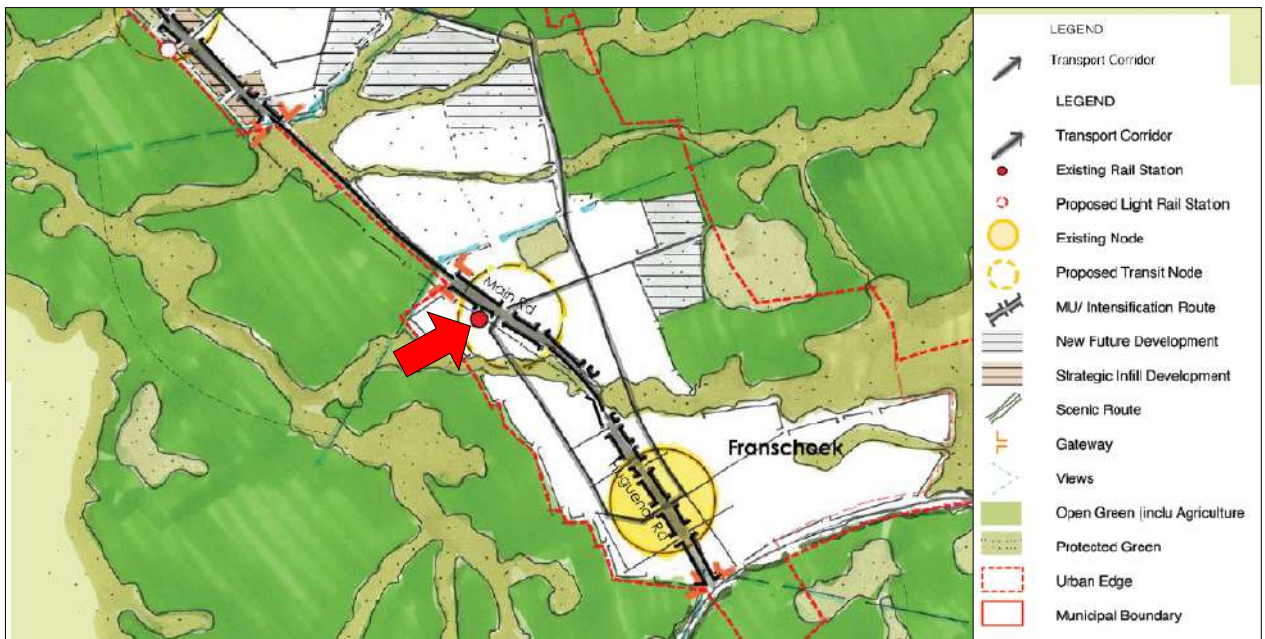
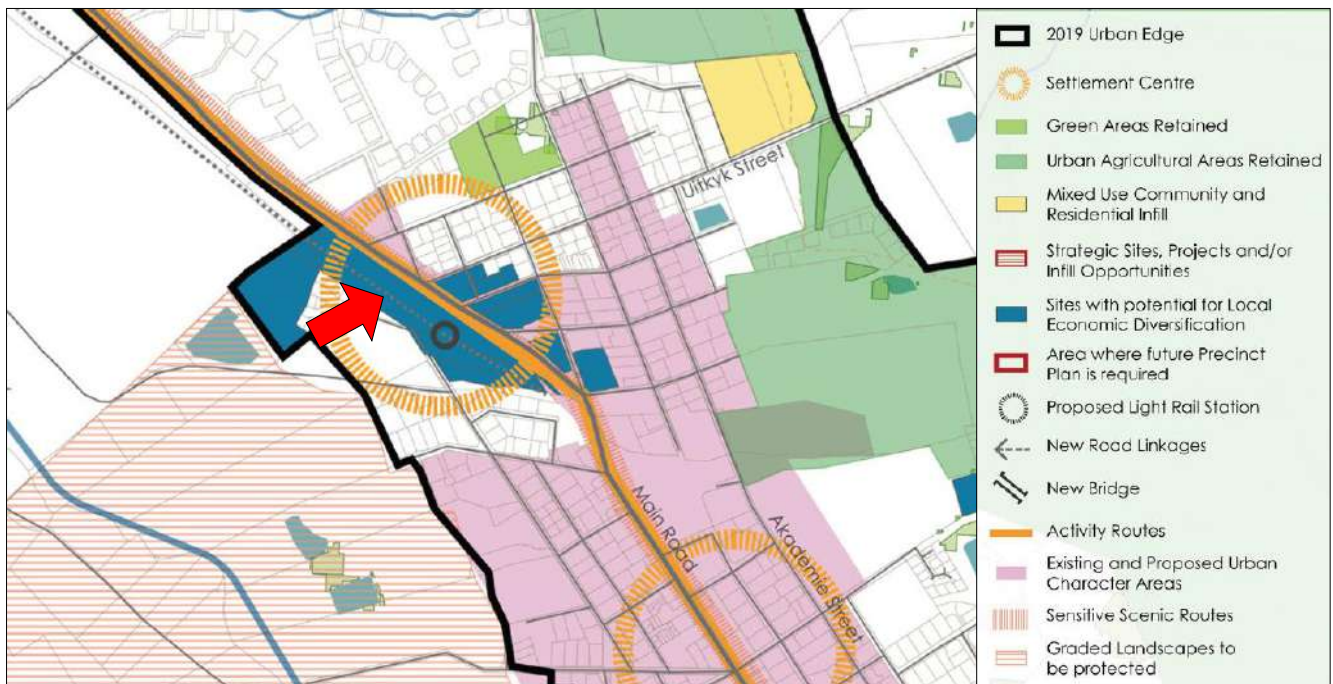


Figure 4: Franschoek Concept Map (Stellenbosch MSDF, 2019)

In terms of the Franschoek Framework Map contained in the Stellenbosch MSDF, 2019 the subject land unit abuts an “Activity Route” and is situated within a “Settlement Centre”. The entire extent of the land unit is identified as “Sites with potential for Local Economic Diversification” (highlighted in blue) as indicated in the figure below.





**Figure 5: Franschhoek Framework Map (Stellenbosch MSDF, 2019)**

One of the key principles contained in the Stellenbosch MSDF is to promote the region as a tourist destination and the approval of this land use planning application will contribute towards the promotion of tourism which is one of the important driving forces of Franschhoek and the Stellenbosch municipal area in general.

The registration of the Sub-Lease Area to afford the Franschhoek Wine Tram the security of title to operate their station is consistent with the principles and objectives contained in the Stellenbosch MSDF, 2019 as follows:

- The application proposal contributes to tourism that reinforces the Stellenbosch Municipality's sense of place and will remain appropriate to the region's well established themes.
- The application proposal relates to tourism of a specialised nature offering tourists a unique experience of the Franschhoek Valley, noting that the Franschhoek Wine Tram has a well-established track record and proved to be a successful venture.
- The application proposal specifically seeks to promote the SDF Element of "Areas for mixed land use and improved economic opportunity" for Franschhoek as contained in the MSDF, 2019 where a mix of land uses are encouraged in the settlement centre.
- The location of the new Franschhoek Wine Tram Station is suitable since it forms part of a "Proposed Transit Node" which will provide safe and easy access for tourists to all the activities Franschhoek has to offer.

- The Franschhoek Wine Tram Station presents the opportunity to improve non-motorised transport (NMT) linkages along Main Road as promoted by the Stellenbosch MSDF.
- The application proposal specifically supports the following SDF Elements:
  - Areas for mixed land use and improved economic opportunity:
    - Focus new mixed use development as far as possible along Main Road.
    - Actively support pedestrianism and improved public space within the old town centre.
  - Improved Access and mobility:
    - Pro-actively improve conditions for walking and NMT within Franschhoek.
    - Explore improved movement linkages between the north-western and south-eastern parts of the settlement.

## 8.2 Stellenbosch Municipality Zoning Scheme By-Law, 2019

In terms of the Stellenbosch Zoning Scheme By-Law, 2019 the subject land unit has a split zoning of Mixed Use Zone (eastern part) and Industrial Zone (western part) as indicated in the figure below.

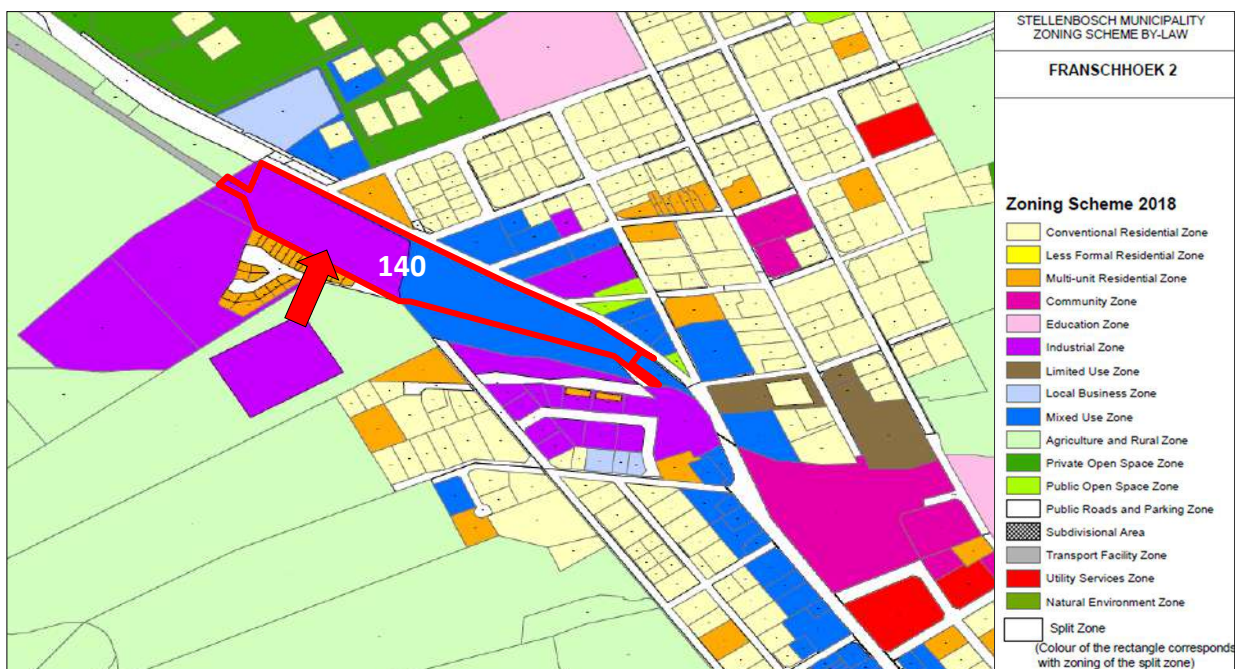


Figure 6: Extract of the Stellenbosch Municipality Zoning Map : Franschhoek 2



### 8.3 Section 7 of the Spatial Planning and Land Use Management Act No 16/2013 and Section 59 of the Western Cape Land Use Planning Act No 3/2014

The following land use planning principles prescribed in Section 7 of the Spatial Planning and Land Use Management Act No 16/2013 and Section 59 of the Western Cape Land Use Planning Act No 3/2014, being indicators of desirability which in turn is one of the criteria for decision making, are complied with as follows:

- Spatial sustainability: the subject land unit is situated within the existing urban edge which prevents urban sprawl and the application proposal will contribute to tourism in the region. The application proposal is consistent with the principles and objectives contained in the Stellenbosch MSDF, 2019 and aligns with the future growth of the Stellenbosch Municipal Area which promotes spatial sustainability.
- Protection of the environment: The Franschhoek Wine Tram Station contributes to the continuous successful operation of this popular tourist attraction while the building infrastructure will be well maintained to have no negative impact on the environment.
- Efficiency: the proposal optimises the use of existing resources and infrastructure which provides an essential service to the tourism market of the Stellenbosch, Paarl and Franschhoek region. The proposal will also result in a number of employment opportunities for the surrounding community.
- Good administration: The formal application is to be submitted to the Stellenbosch Municipality for approval and will be administered in accordance with the procedures contemplated in the Municipality's Land Use Planning By-Law, 2015.

### 8.4 Neighbourhood and Surroundings

- The application proposal will not be in conflict with the character of the surrounding area, but rather enhance and contribute to the existing Franschhoek Wine Tram operation.
- The addition of the Franschhoek Wine Tram Station will have no negative impact on the existing architectural style or character of the buildings along Main Road No 191.
- The specific area where the Franschhoek Wine Tram Station is located is identified as a "Proposed Transit Node" in terms of the Stellenbosch MSDF, 2019 and therefore aligns with the future growth proposals of the Stellenbosch Municipal Area which is desirable from a Spatial Planning point of view.
- The Sub-Lease Area is suitably located to obtain easy access from Main Road No 191 with sufficient parking provided on site.
- The exiting Franschhoek Wine Tram Station is located in close proximity to the railway line on the northern boundary of the Sub-Lease Area providing easy access to the other designated stations on the Franschhoek Wine Tram route.

- With its reputable track record, the Franschoek Wine Tram has already proven its importance and place within Franschoek and the surrounding region which contributes significantly to the tourism trade and the economy, attracting both local and international clientele.

### **8.5 Need, Desirability and Demand**

- The registration of the Sub-Lease Area over a portion of the subject land unit will afford the Franschoek Wine Tram the security of title to operate a station in close proximity to tourist attractions situated within the town of Franschoek.
- The application proposal will create additional employment opportunities for the community in the surrounding area and contribute to the local economy.
- The approval of the application will result in the creation of a real right to be conferred upon the lessee to invest in and upgrade the leasehold area which will be beneficial to the community of Franschoek.
- The renowned Franschoek Wine Tram is already established as a vital and valuable tourist attraction in the area and the approval of the Sub-Lease Area will enhance this successful business operation, thereby catering for the increasing demand by tourists visiting Franschoek and the surrounding region.

### **8.6 Optimising the Potential of the Land and Opportunity**

- The registration of the Sub-Lease Area will optimise the potential of the underutilised portion of the subject land unit by the operation of the tram station on the route of the Franschoek Wine Tram to easily and effectively transport tourists visiting the town.
- The application proposal will contribute to improving the popularity of the Franschoek Wine Tram operation as a whole which will result in economic benefits for other existing tourist facilities in Franschoek.
- The economic benefits of the proposal are therefore significant and the operation of the existing Franschoek Wine Tram Station already optimises the potential of the subject land unit.

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**PER : M BOTHA**

**Candidate Planner C/8375/2016**

**JULY 2020**