

APPENDIX B: LANDOWNER'S CONSENT FORM

Note: Where the applicant is not the landowner, in terms of Regulation 39 of the EIA Regulations, consent must be obtained from the landowner or person in control of the land that the proposed activity/ies may be undertaken on the land in question. The landowner's consent must be obtained when an application will be made to amend a valid Environmental Authorisation for the change of ownership or transfer of rights and obligations.

CONTACT INFORMATION:

Name of landowner / Person in control of the land:	CHARLES OCHSE		
Company / Trading name: State Department or Organ of State:			
Contact numbers:	Tel.	+27(0)823336903	Cell: +27(0)823336903
E-mail:	ochsece@mweb.co.za		
Postal address:	6 katzenellenbogen street, Stellenberg, Durbanville		Code: 7550

CONSENT:

1. I/we the undersigned

CHARLES OCHSE

(insert the name/s of the owner/s of the land or person/s in control of the land)

of identity number/ company registration number

5407195160082

(insert the owner/s ID number/s or the registration number of the legal entity)

am the lawful person in control of the land

Farm 136 portion 38, Tergniet, Western Cape. T45499/95

(insert description of the property/ properties and title deed numbers)

located at:

Impala / Robertson Street, Tergniet

(insert the physical address and a brief description of the location of the property)

2. I / we hereby give consent to the Applicant,

PIETER DE CLERK

(insert the name/s of the Applicant / legal entity applying)

of identity number/registration number

5706235017081

(insert the owner/s ID number/s or the registration number of the legal entity)

to undertake the following activity(ies) on the land:

ENVIRONMENTAL AUTHORIZATION FOR RESIDENTIAL DEVELOPMENT

(insert a brief description of the project and identified activity(ies) in question that will be applied for)



Signature of Landowner / authorised representative

8/4/2025

Date:

Mandate for Piet de Clerk for Tergniet 136/38 on 27 June 2024

We (Theo Janse van Rensburg and the Heanesch Group which includes Peter Carlisle, Charmaine de Klerk, Estelle Ochse and Hersel Pepler) as the sole owners of the Tergniet farm 136/38.

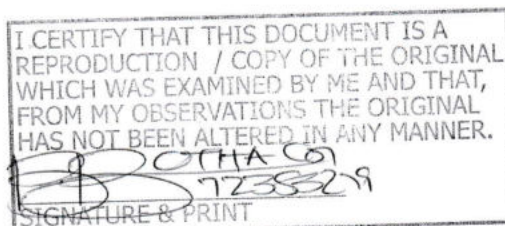
1. We mandate you - PIETER DE CLERK to prepare and submit any application required to obtain an environmental approval for a residential development on the property
2. We mandate you – PIETER DE CLERK to prepare and apply for rezoning and subdivision of the property to the relevant Authorities to allow a residential development on the property
3. PIETER DE CLERK is mandated to act on their behalf and is authorised to do all things, to settle and sign and submit all documentation and to do all such other things as may be necessary or requisite to give effect to the resolution above.

Signed at Durbanville on 27 June 2024

Witness:

Seller

Seller signs on behalf of Theo van Rensburg and the Heanesch Group.



AGREEMENT OF SALE AND PURCHASE

ENTERED INTO BETWEEN:

1. **MARTHINUS THEODORUS JANSE VAN RENSBURG**
Identity Number: 460907 5005 086
Unmarried

and
2. **The Executor in the estate late**
MARTHA MARIA ALETTA JANSE VAN RENSBURG
Estate Number: 3470/2020
Duly authorized hereto by a Letter of Executorship issued by
the Master of the High Court of South-Africa Mpumalanga,
at Mbombela

1/7 (ONE SEVENTH) shareholder in the PROPERTY

and
3. **HEANESCH CC**
Registration Number:1993/025747/23
Herein represented by Mr. Charles Ochse, duly
authorized hereto by a resolution by the members,
dated 09 December 2022.

6/7 (SIX SEVENTH) shareholder in the PROPERTY.

(hereinafter referred to as "the SELLER")

AND

STAG AFRICAN OBSERVATORY(PTY)LTD
Trading as STAG AFRICAN
Registration Number:2017/423910/07
Herein represented by: Piet de Clerk
Duly authorized hereto

(hereinafter referred to as "the PURCHASER")

1. **SALE**

The SELLER hereby sells to the PURCHASER who hereby purchases the following PROPERTY:

**REMAINING EXTENT OF PORTION 38 OF THE FARM NR. 136
IN THE MUNICIPALITY AND DIVISION OF MOSSELBAY
PROVINCE WESTERN CAPE**

**EXTENT: 10,1362 (TEN comma ONE THREE SIX TWO)
HECTARES**

**Subject to the Expropriation Endorsement: EX14/2018 as on
page 5 of Deed of Transfer T6155/2016;**

**and subject to remeasurement of the property indicating the
actual size available for development as 5.3147 (FIVE comma
THREE ONE FOUR SEVEN) HECTARES.**

HELD BY DEED OF TRANSFER T45499/1995 & T6155/2016

(Hereinafter referred to as the "PROPERTY")

2. **PURCHASE PRICE**

The purchase price for the PROPERTY is R _____ **RAND), VAT
EXCLUDED (if applicable) and agent's commission included**
payable as follows:

The PURCHASER shall deliver an approved bank guarantee in the sum
of
THOUSAND RAND) on/before 30 (thirty) days after the fulfilment of
the conditions set out in clause 3 of this agreement.

[Handwritten signatures and initials]

[Handwritten signature]

3 SUSPENSIVE CONDITIONS

This Agreement is subject to the fulfillment of the following suspensive conditions precedent:

- 3.1 The approval, by 31 January 2025, of all Environmental Impact Assessments that might be required to allow for residential development in accordance with the Purchaser's proposed site development plan and under terms and conditions acceptable to the Purchaser.

Confirmation from the Department of Forestry that the protected trees and plants on the PROPERTY could be removed or re-planted on the PROPERTY to allow for the Purchaser's proposed residential site development plan.

- 3.2 The approval, by 31 January 2025, by all relevant authorities, for the rezoning and subdivision of the Property to allow the residential development in accordance with the Purchaser's proposed site development plan under terms and conditions acceptable to the Purchaser.

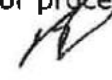
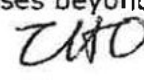
- 3.3 The Purchaser obtains the removal of any title deed restrictions, if any, preventing the development referred to in clause 3.2 above.

- 3.4 By no later than 30 (Thirty) days after the fulfillment of the conditions set out in 3.1, 3.2 and 3.3 the Purchaser receiving approval of a loan from a registered bank, financial institution/s and/or third party for the total purchase price on such terms and conditions acceptable to the Purchaser.

- 3.5 The fulfillment of all conditions imposed by the financial institution when approving the loan referred to in paragraph 3.4 hereof.

- 3.6 The Seller obtains a Clearance Certificate from the local Authority applicable on the Property.

- 3.7 If the approvals in clause 3.1 and/or 3.2 is not obtained by 31 January 2025 or any other extended periods, agreed to by the Seller, due to circumstances and / or processes beyond the

control of the Purchaser, then the Purchaser shall have the exclusive right to extend the period referred to in clauses 3.1 and 3.2 to a date proposed by the Purchaser and to be agreed to by all the parties.

3.8 In the event of:

3.8.1 The failure to obtain any of the approvals in clause 3.1 3.2, 3.3 and 3.6, by the due date or extended period/s.

3.8.2 The Purchaser fails to obtain any of the approvals in clause 3.4 3.5 and 3.9

Then this Agreement shall lapse and be of no force and effect and neither party shall have any claims against the other party

3.9 The parties shall use their respective reasonable endeavors to procure the timeous fulfilment of the condition's precedent in this clause 3, to the extent that the fulfilment of such condition is within their control or their obligation in terms of this Agreement. The purchaser will be liable to demonstrate, should the seller require it so, that all reasonable endeavors have been undertaken by the purchaser. The Seller will have sole discretion as to the suitability and applicability of such evidence. Failure to adhere reasonable requests will result in the application of clause 3.8.2.

The parties agree that the Purchaser will be responsible to proceed, on the Seller's behalf, with the necessary applications required to obtain the approvals referred to in clauses 3.1 and 3.2 at no cost to the Seller.

4 POSSESSION:

4.1 Possession of the PROPERTY will be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, **on date of registration** of the PROPERTY into the name of the PURCHASER, from which date the PURCHASER shall be liable for all municipal rates, levies, taxes, insurance and/or fees payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk, profit or loss of the PURCHASER.





- 4.2 The SELLER is liable to pay the clearance figures, provided by the applicable Municipality to obtain the required Clearance Certificates, without which the transfer cannot proceed.
- 4.3 The PURCHASER may not make any alterations and/or additions to the PROPERTY prior to the registration of the PROPERTY in the PURCHASER'S name. If the contract is cancelled for any reason whatsoever, the PURCHASER shall immediately return the PROPERTY to the SELLER in the same condition in which the PURCHASER received the PROPERTY on the date of occupation, taking into account any claim that the SELLER may have as a result of any alterations, additions or improvements made to the PROPERTY by the PURCHASER.

5 TRANSFER:

- 5.1 Transfer of the PROPERTY shall be effected by the firm COHEN, CRONJE and VAN DER WALT ATTORNEYS, BETHAL, within a reasonable time after fulfilment or waiver (to the extent legally permissible) of the suspensive conditions precedent in clause 3. Transfer shall be effected by the said Attorneys against payment of the full purchase price, VAT or transfer duty (if applicable) and transfer fees, by the PURCHASER.
- 5.2 The parties undertake to sign all documents necessary to enable the transfer attorney to transfer the PROPERTY into the name of the PURCHASER.
- 5.3 All costs of transfer, including (but not limited to): transfer fees, bond registration fees, VAT or transfer duty on the purchase price and all other costs of transfer and matters incidental thereto, shall be payable by the PURCHASER on demand.
- 5.4 The SELLER shall be responsible for the payment of the costs associated with the cancellation of any existing mortgage bond/s on the PROPERTY, if any.

6 ELECTRICAL CERTIFICATE

The parties agree that the PROPERTY is undeveloped and therefore the SELLER is not obliged to provide a Certificate of Compliance as defined in the Electrical Installation Regulations 85 of 1993 (Act No. 6 of 1983).

7 VOETSTOOTS:

- 7.1 The PROPERTY is sold voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect.
- 7.2 The PURCHASER admits having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or his agent regarding the condition or quality of the PROPERTY or any of the improvements thereon or accessories thereof.
- 7.3 The Parties records that the PROPERTY was remeasured by a practicing Land Surveyor to establish the correct PROPERTY size available for development. In this regard the parties record the following:
- 7.3.1 An area measuring 1.3394 hectares, was expropriated as a road reserve (as part of the main road R102) but this area was never subdivided and transferred to the Provincial Roads Authority and still forms part of the title deed of the PROPERTY.
- 7.3.2 An area measuring approximately 0.3831 hectares, is the existing link road running through the PROPERTY and is a vested road reserve that cannot be utilized for development.
- 7.3.3 Based on the beacons on the PROPERTY and as remeasured the total area of the unencumbered portion of the Remainder of Portion 38 of the farm no 136 Mosselbay (the PROPERTY) is 5.3147 hectares.

8 JURISDICTION:

- 8.1 For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court for the district where the

SELLER is resident being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area

of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction.

- 8.2 This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Courts Act 32 of 1944 or any amendment thereof provided that the SELLER shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the magistrate's court.

9 AGENT'S COMMISSION:

- 9.1 The SELLER hereby declares that Mia Franzsen of PROPERTY CONNECT is the agent who has listed and sold the PROPERTY and shall be entitled to an agent's commission of R. () (including VAT), which commission shall be deemed to have been earned once the PURCHASER has complied with all suspensive conditions in terms of clause 3 of this agreement and the PROPERTY is successively registered in the name of the PURCHASER.
- 9.2 The commission shall be payable to the agent once the PROPERTY was registered in the name of the PURCHASER; the guarantee was paid into the account of the transfer attorney and payment of the revenue of the transaction was made to the SELLER.
- 9.3 The SELLER shall be liable for the payment of the Agent's commission.
- 9.4 The agent's commission is included in the purchase price.

10 TITLE CONDITIONS:

This sale is made subject to the terms and conditions contained in the existing Title Deeds of the PROPERTY being sold.

(Handwritten signatures and initials)

11 DOMICILIUM:

11.1 It is agreed by the parties that their respective addresses hereinafter set out shall be their *domicilia citandi et executandi*, the addresses to which all notice or other documents may be sent in relation to this contract:

The SELLER: P/A COHEN CRONJE & VAN DER WALT ATTORNEYS
59 DU PLOOY STREET
BETHAL, 2310

Email: convey1@cronwalt.co.za & ochsece@mweb.co.za

The PURCHASER: STAG AFRICAN OF CONSTANTIA MIST
MAIN ROAD
CONSTANTIA, CAPE TOWN
Email: pietdc@stagafrican.com

11.2 Either party shall be entitled to change their *domicilia citandi et executandi* from time to time by giving written notice of an alternative address in the Republic (which address shall not be a postal address) to the other party, which notice shall take effect upon receipt thereof by the addressee.

11.3 All notices require to be given in terms of this Agreement, shall be in writing and shall either be delivered by hand or be forwarded by email in which latter event they shall be deemed, until the contrary has been proved, to have been received by the addressee on the day after being send.

12 BREACH

Should the PURCHASER fail to make any payments provided for herein, or otherwise commit a breach of any of the conditions hereof, and remain in default for 7 (SEVEN) days after dispatch of a written notice by registered post, requiring him to make such payment or to remedy any other breach, the SELLER shall be entitled to, and without prejudice to any other rights available at law:

A series of handwritten signatures and initials in black ink, including what appears to be 'Hester', 'J. van der Walt', and 'CJO'.Two additional handwritten signatures in black ink, one appearing as a stylized 'P' and the other as 'G.M.'.

- 12.1 claim immediate payment of the entire balance outstanding although not otherwise due by the PURCHASER under this Deed of Sale; or
- 12.2 cancel this Deed of Sale and retain all amounts paid by the PURCHASER as a genuine pre-estimate of damage suffered by the SELLER, and furthermore the PURCHASER shall not be entitled to compensation from the SELLER for any improvements of whatsoever nature he may have caused on the PROPERTY, whether with or without the SELLER's consent.

13 **WARRANTIES**

The SELLER warrants to and in favour of the PURCHASER that:

- 13.1 The SELLER is the registered and beneficial owner of the PROPERTY and will be able to give free and unencumbered title thereof to the PURCHASER.
- 13.2 The purchase price is more than the liabilities of the SELLER on the PROPERTY.
- 13.3 There is no litigation pending against the SELLER regarding the PROPERTY or the rights attached to the PROPERTY.
- 13.4 No other entity has an option to purchase the PROPERTY.

14 **ENTIRE CONTRACT:**

- 14.1 The parties hereto acknowledge that the foregoing when accepted by the SELLER and PURCHASER, shall constitute the entire contract between them and no other condition, stipulations, warranties or representations whatsoever have been made by either party or his agent than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties.
- 14.2 The SELLER hereby declares and warrants that the purchase price reflected in Clause 2 of this Agreement of Sale is the true consideration in this transaction and that no allowance, discount, premium or other consideration is to pass between the parties, directly or indirectly, to affect the purchase price.

Handwritten signatures: Peter, [unclear], [unclear], [unclear]

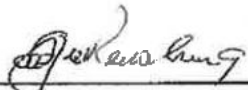
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SIGNED AT BETHAL on 24 June 2024

WITNESSES:

SELLER



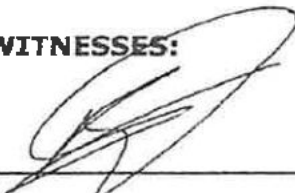

M.T JANSE VAN RENSBURG


EXECUTOR: ESTATE LATE
M.M.A JANSE VAN RENSBURG

SIGNED AT DURBANVILLE on 21 June 2024

WITNESSES:

SELLER



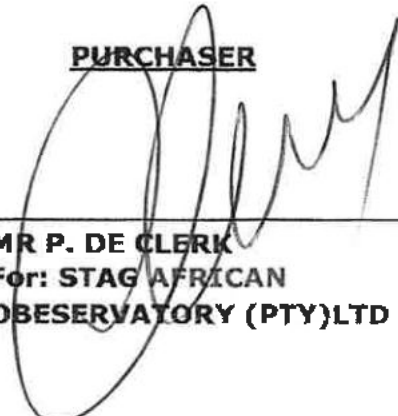

MR C.H. OCHSE
For: HEANESCH CC

SIGNED AT CAPE TOWN on 25 June 2024

WITNESSES:

PURCHASER




MR P. DE CLERK
For: STAG AFRICAN
OBESERVATORY (PTY)LTD