

Liaisee

A

Annexure A

10

DEED OF SALE

MADE AND ENTERED INTO BY AND BETWEEN

OWEN WIGGINS TRUST WESKUS (PTY) LTD
(Under Curatorship)

(hereinafter referred to as "the Seller")

AND

THE VELDDRIF MUNICIPALITY

(hereinafter referred to as "the Purchaser")

WITNESSETH:

The Seller hereby sells to the Purchaser who purchases the following property, namely:

Erf 923 LAAIPLEK and Erf 1974, LAAIPLEK known as the MAIN YACHT BASIN at Port Owen, and the LOOP CANAL, respectively, together with the Seller's income earning activity conducted hereon which comprises an enterprise which is hereby disposed of as a going concern.

(hereinafter referred to as "the Property") on the following terms and conditions:

1. PURCHASE PRICE

The purchase price is the sum of R1 000.00 (One Thousand Rand only)

(hereinafter referred to as the PURCHASE PRICE) exclusive of VAT, payable

[Handwritten signatures and initials]

by the Purchaser to the Seller in cash on signature hercof.

2. COSTS OF TRANSFER

The Purchaser shall pay all transfer costs incurred in respect of the registration of transfer of the property, including Transfer Duty, survey costs if necessary, as well as fees and disbursements in respect of all attendances in connection with negotiating and drafting this Deed of Sale, which amount shall be paid on demand. The parties envisage that the transaction will be zero rated for VAT purposes as both parties are registered vendors, but should VAT be payable then this will be for the account of the Purchaser.

3. TRANSFER

Transfer of the property shall be passed by the Seller's Conveyancers and shall be given and taken forthwith.

4. POSSESSION AND OCCUPATION

Possession of the property, subject to existing tenancies if applicable, was given to the Purchaser on 1 December 1999 from which date it was at the sole risk, loss or profit of the Purchaser.

5. RATES AND TAXES

The Purchaser shall be liable for the payment of all Local Authority Rates, Taxes, Insurance Premiums and other charges in respect of the property beyond the date of possession and shall refund to the Seller any such monies which may have been paid in advance beyond such date.

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6. VOETSTOOTS

The property is sold voetstoots as it stands and as described in the existing title deed or deeds thereof, and subject to all conditions and servitudes (if any) attaching or mentioned or referred to in the said title deeds or prior deeds. The Seller shall not be liable for any deficiency in extent which may be revealed on any re-survey, nor shall the Seller benefit by any surplus in extent. The Seller shall not be liable for any defects of whatever nature in the property either latent or patent. The Seller shall not be required to indicate to the Purchaser the positions of the beacons or pegs upon the property and/or boundaries thereof, nor shall the Seller be liable for the costs of locating same.

7. PORT OWEN MARINA ASSOCIATION (ASSOCIATION INCORPORATED UNDER SECTION 21)

The parties record that the Purchaser shall be obliged to enter into a Notarial Deed of Lease with Port Owen Marina Association (Association Incorporated under Section 21) in terms whereof the latter Company will hire the property for a period of 99 years, the said Company having as its main object the maintenance and control of the waterways, boating and ancillary facilities at Port Owen Marina

SIGNED by the PURCHASER at CAPE TOWN this 27th day of JULY 2000.

AS WITNESSES:

1.

2.

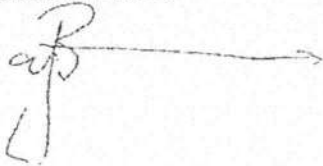
For: VELDDRIF MUNICIPALITY

PURCHASER

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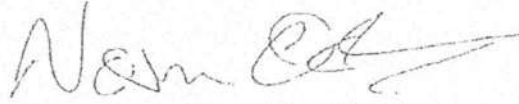
SIGNED by the SELLER at CAPE TOWN this 27th day of JULY 2000

AS WITNESSES:

1. 

2. 

For: OWEN WIGGINS TRUST WESKUS
(PTY) LTD


SELLER



B
Annexure B

NOTARIAL AGREEMENT OF LEASE

KNOW ALL MEN WHOM IT MAY CONCERN that on this the 30th day of NOVEMBER 2000, before me NORMAN JOHN OSBURN, Notary Public duly sworn and admitted, residing and practicing at CAPE TOWN in the Province of the Western Cape, there personally

came and appeared

GAEDRY LAURIAN GRAAFF

she being duly authorised by a power of attorney granted to her by

ARNOLDUS JACOBUS BREDEHANN

in his capacity as Town Clerk of the Velddrif Municipality, he being duly authorised thereto, which power of attorney has been filed in my

[Handwritten signature]

Protocol, the said Velddrif Municipality being hereinafter referred to as the Lessor;

AND the said GAEDRY LAURIAN GRAAFF further appeared before me, she being duly authorised thereto by virtue of a power of attorney granted to her by PETER JAMES MARSHALL representing PORT OWEN MARINA ASSOCIATION (ASSOCIATION INCORPORATED UNDER SECTION 21) (Registration no. 99/01099/08), he being duly authorised thereto, which power of attorney has been filed in my Protocol, the said PORT OWEN MARINA ASSOCIATION being hereinafter referred to as the Lessee;

AND THE SAID APPEARER declared that .

WHEREAS the Lessor acquired the undermentioned Erf 923 Laaiplek and the undermentioned Erf 1974 Laaiplek from Owen Wiggins Trust (Weskus) (Proprietary) Limited, the said properties being known as the "main yacht basin and the loop canal respectively at Port Owen Marina, Velddrif, with the intent that the said properties should be let to the Lessee in terms of this Agreement of Lease for enabling the Lessee to undertake the administration, maintenance and control of the waterways and the boating and ancillary facilities at Port Owen Marina, Velddrif;

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Lessor hereby lets to the Lessee which hires from the Lessor the following property namely:

- a) Erf 923 LAIPLEK
in the Municipality of Velddrif,
Division of Piketberg, Western Cape Province


IN EXTENT 7,7401 (SEVEN COMMA SEVEN FOUR NIL ONE) Hectares

Held under a Deed of Transfer to be registered simultaneously herewith.

- b) ERF 1974 LAAIPLEK
in the Municipality of Velddrif
Division of Piketberg, Western Cape Province

IN EXTENT 12,9793 (TWELVE COMMA NINE SEVEN NINE THREE) Hectares

Held under a Deed of Transfer to be registered simultaneously herewith.



2. The Lessee shall pay the Lessor rental in the sum of R100 (One Hundred Rand) on registration hereof for the period of this lease.

3. The Lessee is hereby charged with responsibility for administering, maintaining and controlling all waterways at Port Owen Marina and the boating taking place there, together with all ancillary facilities.

4. The Lessee shall be entitled to the benefit of all income-earning activities that may be derived from the said waterways, it being recorded that the Lessor acquired from Owen Wiggins Trust (Weskus) (Proprietary) Limited the income-earning activity conducted on the waterways which constituted an enterprise as a going concern.

5. The Lessee's obligations in terms hereof shall include an obligation to maintain all retaining walls, embankment supports, jetties, slipways, buoys, lighthouses, pathways and other works whether located on the leased premises or utilised in conjunction therewith.

6. The Lessee shall be entitled to charge such reasonable fees as may be determined by the Board of Directors from time to time

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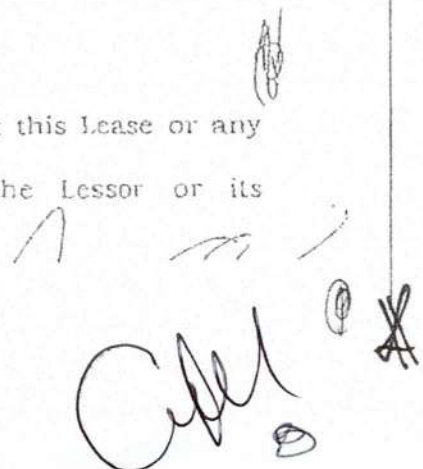
It is recorded, however, that shareholders of Port Owen Village Shareblock No. 1 Limited, Port Owen Village Shareblock No. 2 Limited and Port Owen Village Shareblock No. 3 Limited and their invitees will be entitled to free access to the waterways without paying a slipway fee provided that the said three shareblock companies continue to accept their present obligation to maintain the jetties allocated for their use and also the embankment supports at the waters edge and along the full boundaries of the erven on which their buildings have been erected.

7. The Lessee shall procure all licences and permits that may be necessary for the conduct of its business and shall ensure due compliance with all laws relating thereto.

8. This Lease shall be binding on the successors-in-title of the Lessor.

9. The Lessor shall bear all costs involved in the preparation of this Agreement of Lease and also for any stamp duty payable in respect thereof.


10. The Lessee shall not cede, assign or sublet this Lease or any part thereof without the approval of the Lessor or its



successors-in-title, which consent shall not be unreasonably withheld.

SIGNED at Cape Town this ^{30th} day of NOVEMBER 2000

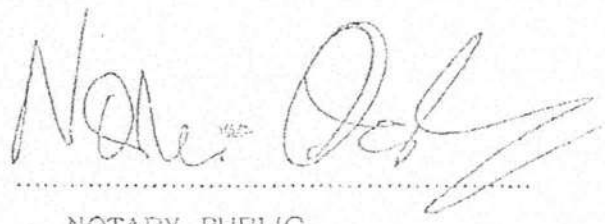
AS WITNESSES:

1. 

2. Imit


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APPEARER

QUOD ATTESTOR


.....

NOTARY PUBLIC

