APPENDIX C:

OWNERS CONSENT FORM

&

DEED OF SALE
POWER OF ATTORNEY AND LETTER OF APPOINTMENT

Regarding the property Erf 3, Robertson

ID No. 7108025028080

The undersigned,

Duly authorised by Erf3 Robertson Property Investment

Or

the owner of

(hereafter referred to as "the Grantee")

Do hereby nominate and appoint Boland Environmental Consultants CC (hereafter referred to as "the Grantee" with the power of substitution, to be my lawful attorney and agent with regard to the above property, to make application, amend or withdraw any applications made and sign all essential documents for the following:

Application related to the Basic Environmental Assessment process for the proposed rezoning, subdivision and development of Erf 3, Robertson.

And generally for effecting the purposes aforesaid, to do or cause to be done, whatsoever shall be requisite as fully and efficiently, 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 by virtue of these presents, and accept all direct costs and professional fees incurred in the aforesaid applications and actions for my account, as per letter of the Grantee reference number:

BEA/Rob/Erf3/0706

The withdrawal and or cancellation of the above nomination and appointment will only be done by me with full acceptance of all direct costs and professional fees incurred in making and administrating the aforesaid applications up to the date of the written withdrawal.

If the Grantee have to take recourse in legal action to recover from the Grantee any amount of money owed to the Grantee by the Grantor for direct costs or professional

[Signature]

[Stamp]
fees in terms hereof, the Grantor hereby agrees to pay all legal costs incurred by the Grantee on an attorney and client scale.

The Signor hereof binds himself personally, jointly and severally with the Grantor for the due compliance of all commitments of the Grantor and hereby waives the legal exceptions of division, excussion and no value received, the meaning whereof he declares he fully understands.

Executed at Malmsbury on this 31st day of July 2006 in the presence of the undersigned witnesses.

As witnesses:

1. [Signature]

2. [Signature]

[Signature]

In personal and representative capacity
Date 07/06/2006

BERYL
E-mail: beryl@primatyre.co.za
P.O. BOX 71
MALMESBURY
2590

RE: Amendment to Company Information
Company Number: 2006/009676/07
Company Name: ERF 3 ROBERTSON PROPERTY INVESTMENT

We have received a CM29 (Contents of register of directors, auditors and officers) from you dated 07/06/2006.

The CM29 was accepted and placed on file.

The following change was effected:
Surname: BUCKLBERG
Forenames: ANTONY CHARLES
Id No: 501213011685
Status: INVALI'D CODE Nature of Change: RESIGNED

The following change was effected:
Surname: MALHERBE
Forenames: PIETER ROUX
Id No: 5002260202962
Status: ACTIVE Nature of Change: APPOINTMENT

The following change was effected:
Surname: MALHERBE
Forenames: ERCULES LE FEBRE
Id No: 5002290203650
Status: ACTIVE Nature of Change: APPOINTMENT

Yours truly,
Registrar of Companies

Please Note:
The attached certificate can be validated on the CIPRO web site at www.cipro.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.
Whereupon the Breede River Winelands Municipality intends to sell the following property by public auction on 23 February 2006 to the highest bidder:

Portion of Erf 3, Robertson

Situated in the Breede River Winelands Municipality and Administrative District of Robertson; Province Western Cape

Size: Approximately 10,3000 hectares.

The property will only be sold by rising bid and the highest bidder will be regarded as the absolute purchaser, but the Seller reserves the right to accept or reject the amount being offered and the highest bidder is bound to his bid until Monday 27 February 2006 at 12:00.

1. The purchase price of this property will be paid as follows:

2.1 A deposit of 10% (including VAT) of the purchase price on date of signing this deed of sale.

2.2 The balance of the purchase price (including VAT) in cash when registering the transfer and the Purchaser must provide a guarantee by a recognised financial institution within thirty days of date of approval, that is acceptable to the Seller and on the strength of which undertakes to pay the purchase price against registration of the property in the name of the Purchaser. No postponement will be granted in respect of delivery and guarantees, except if in writing and duly signed by both Purchaser and Seller.

2.2.1 If applicable, the guarantee will only be delivered after receipt of Record of Decision from the responsible institution, which must take place within 30 days of the date of the Decision, after which transfer will take place.

2.3 The Purchaser is responsible for the payment of an Auctioneer’s commission of R570.00 which will be payable together with the deposit of 10% of the purchase price.

2.4 The sale of this property will take place in the monetary system of the Republic of South Africa.

3. The Purchaser will pay all transfer costs, duties fees or VAT (if applicable), new diagrams (if necessary) and any costs that may be necessary for the completion of the said transfer.

4. The Purchaser will be entitled to possession of the property on the date of registration of transfer into the name of the Purchaser and will remain for the Purchaser’s risk, profit or loss unless otherwise agreed to in writing by the parties.

5. The Purchaser will be liable to pay the rates and taxes on the property calculated on the date of ownership.

6. Transfer of the property will be observed by the Seller’s attorney and will be given and taken immediately after the sale of the property is ratified by the Seller and must be completed within eight months, after which the transaction expires.

7. The property is sold “voetsloots” as it now stands and the Seller gives no guarantee in respect of the buildings or any improvements on the property. The Seller will not be responsible for any defects in the property, whether latent or patent. The Seller is not obliged to point out landmarks or boundaries on the property, and the Seller will also not be responsible for the costs to ascertain such landmarks or borders. The Purchaser acknowledges that he is completely familiar and satisfied with the condition of the property.

8. Regarding the spread of the property, it is sold as it stands now and the Seller will not be entitled to claim any eventual excess or surplus or by obliged to supplement any shortage in the spread. Furthermore, it is subject to such conditions and servitudes to which the property might be subject to in terms of other transfers, previous documents or agreements.

Erf 7562 (Portion of Erf 3) Robertson BAR E12/2/3/1-B1/11-0346/07 Appendix C: 5 / 8
Should the Purchaser with any terms or conditions of this Deed of Sale, the Seller will have the right to:

9.1 cancel the Deed of Sale forthwith and the Seller will have the right to retain all payments made by the Purchaser as liquidated damages or forfeit money, but without prejudice of any other legal rights and claims which the Seller might have against the Purchaser because of the Purchaser’s breach of these conditions of sale, including, amongst others, the costs incurred should the Seller in his discretion have decided to sell the property again at a public auction or out of hand, as well as any other costs which might be payable.

OR

9.2 keep the Purchaser bound to each and every condition of this Deed of Sale.

10. Notwithstanding any explicit or implied stipulation of this Agreement, any leeway that the Seller may grant the Purchaser in respect of any matter or thing that the Purchasers is obliged to do or abide with, will under no circumstances be regarded as a waiver of the Seller’s rights to claim strict adherence to each and every stipulation of this Agreement.

11. Should the Auctioneer make any mistake with the auctioneering of the property, it will be of no value and such a mistake will not be binding on the Seller or Purchase or Auctioneer and will be rectified immediately by re-auctioning the property. Should a dispute ensue, the auctioneer’s decision will be final.

12. Special Conditions

The property is sold subject to the following conditions, imposed by and in favour of the Breede River Wine lands Municipality:

12.1 The sale is subject to the ratification by the Municipal Manager (Seller) and until such ratification is given or refused, the Purchaser remains bound by his offer, notwithstanding any other explicit or implied stipulation.

12.2 The Purchaser and his successors in title of the erf will be forced to allow, without payment, that electricity cables or wires, main and other water pipes and the sewage and drainage, including storm water, from any other erf or even over this erf, should the local authority deem it necessary and then in such a manner and place which might be required reasonably. This includes the right of access to the property at all reasonable times with the purpose to install, to amend, to remove or to inspect any works.

12.3 The Purchaser and his successors in title of the erf can be forced to, without payment receive materials on the erf or to allow excavations on the erf, so that the full width of the street can be used and the embankment can be safely and properly slanted off because of the difference between the final height of the street and the erf, unless he prefers to build supporting walls to the satisfaction of the local authority and within a period stipulated by them.

12.4 This erf may only be used for such purposes as allowed by the town planning scheme of the local authority and subject to the conditions and restrictions of the scheme.

12.5 No animal, as stipulated in the Pound Ordinance 1938, and by-law or any amendment thereof, including poultry and/or doves, may be kept on the erf without the written permission of the Municipal Manager.

12.6 The Purchaser is responsible for all costs regarding the alienation.

12.7 The Purchaser must purchase the total area as per subdivided area and submit an application for rezoning together with subdivision plan for approval to develop the area as residential area, within a period of 8 months from signing of this agreement.
12.8 The Purchaser is responsible for the costs of the provision of municipal services as per municipal engineering standards to the area and individual erven, as well as a pro rata contribution to the Municipality's bulk municipal services networks of R7,500.00 per erv/uni, which is payable on the date of the transfer of the first individual erv or unit in the subdivision area concerned.

12.9 The public streets with the necessary curb stones that make up part of the development must be constructed to the satisfaction of the Municipality and thereafter transferred to the Municipality at no cost.

12.10 The Purchaser must pay 1% of the purchase price of an erv, or unit in the development to the Breede River Winelands Municipality during the first and subsequent sale of each erv/unit.

12.11 Before any alienation of the erven may take place, 25% of municipal services must be completed subject to set standards, including the municipal service connections to the erv that is being alienated. Hereafter the development can be carried out in phases of 25% or more.

12.12 That the Purchaser is responsible to obtain the necessary permission from the Department of Environmental Affairs and Development Planning.

12.13 The Purchaser is responsible to comply to with any and all legal and statutory requirements to make this development possible. Should such requirements not be available the transaction will then be cancelled and the deposit repaid to the Purchaser.

12.14 Where Record of Decision is applicable, the development must take place within 6 months of date of Record of Decision.

12.15 Should the Purchaser not make an application for development within the aforementioned period, the property reverts to the Seller, at the expense of the Purchaser.

12.15 That the water rights on the property, if any, will not be sold with the property and a notarial repeal will be done with regard to the water rights.
and sold to: 

ANTONY CHARLES QUICKELBERG on BEHALF OF A COMPANY TO BE FORMED BEFORE 31 MARCH 2006.

for the sum of R 1,500,000 + VAT (R 2,100,000)

ONE MILLION FIVE HUNDRED THOUSAND plus TWO HUNDRED THOUSAND

TEN THOUSAND RAND VAT

I, the undersigned,

the Purchaser of the property described above, acknowledge herewith that I fully understand the terms and conditions of the Deed of Sale.

SIGNED at ________________________ on the 23rd day of February 2006.

AS WITNESSES:

1. 

2. 

PURCHASER

I, the undersigned hereby accept and ratify the aforesaid Deed of Sale.

SIGNED at ________________________ on the 23rd day of February 2006.

AS WITNESSES:

1. 

2. 

SELLER

SIGNED at ________________________ on the 23rd day of February 2006.

AS WITNESSES:

1. 

2. 

AUCTIONEER