

SCHEDULE 7

This is Schedule 7 comprising the Lease Agreement referred to in the Public Private Partnership Agreement for a twenty five year concession for a sustainable experience delivery programme

between

The Department of Trade and Industry

and

Rainprop (Proprietary) Limited

SCHEDULE 7

Land Matters

PROTOCOL NO.

NOTARIAL DEED OF LEASE

KNOW ALL MEN WHOM IT MAY CONCERN

THAT on the _____ day of _____ in the year Two Thousand and Three (2003) before me,

Notary Public by lawful authority duly sworn and admitted and residing and practising at _____, Province of Gauteng, Republic of South Africa and in the presence of the subscribing witnesses, personally came and appeared,

(hereinafter referred to as the "Appearer")

in his/her capacity as the duly authorised attorney and agent of -

THE CITY OF TSHWANE
METROPOLITAN MUNICIPALITY

a metropolitan municipality created under the Local Government Municipality Structures Act, No 117 of 1998 and General Notice in Provincial Gazette (Gauteng) No. 6770 OF 2000

(hereinafter referred to as "the City")

and

Rainprop (Proprietary) Limited

(Registration No 2003 / 005305 / 07)

(hereinafter referred to as "the Concessionaire")

duly authorised thereto by a power of attorney granted to him/her at [INSERT] on the [INSERT] day of [INSERT], therein represented by [INSERT] in his/her capacity as [Director] of the Concessionaire, acting under a resolution of a directors passed at [INSERT] on [INSERT]

which powers of attorney remains filed in my Protocol;

AND THE APPEARER DECLARED THAT THESE PRESENTS WITNESS:

PART I- INTERPRETATION, PRELIMINARY AND RECORDAL

1 INTERPRETATION AND PRELIMINARY

In this Agreement

1.1 words importing-

- 1.1.1 any one gender include the other two genders;
- 1.1.2 the singular include the plural and *vice versa*; and
- 1.1.3 natural persons include created entities (corporate or unincorporate) and *vice versa*.

1.2 In this Agreement, unless the context otherwise requires, words and expressions defined in the PPP Agreement and not redefined in this Agreement shall have the same meanings when used herein and the following words and expressions shall have the meanings respectively set opposite them, namely –

- 1.2.1 "Agreement" means this lease agreement;
- 1.2.2 "City" means the City of Tshwane Metropolitan Municipality;
- 1.2.3 "Commencement Date" means the date on which the PPP Agreement commences;
- 1.2.4 "Confidential Information" means all information relating to the other Party which is supplied by or on behalf of the other Party (whether before or after the date of this Agreement), either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with the other Party or which is obtained through observations made by the receiving Party. "Confidential Information" also includes all analyses, compilations, studies and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information;
- 1.2.5 "Concessionaire" means Rainprop (Proprietary) Limited, a company incorporated in terms of the company laws of the Republic of South Africa;
- 1.2.6 "Consents" means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations required by law, as envisaged in the PPP Agreement;
- 1.2.7 "Contamination" means all or any pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, waster or residue (whether in solid, semi-solid or liquid form or a gas or vapour);
- 1.2.8 "Designated Buildings" means the buildings situated upon the Land, designated as such on the map attached hereto as **Appendix 1**, and are to be retained as part of the Project Operations;
- 1.2.9 "Early Works Contractors" means Rainbow Constructions (Pty) Ltd, and Wilson Bayley Holmes Ovcon Limited;
- 1.2.10 "Expiry Date" means the date of termination of the PPP Agreement;
- 1.2.11 "Extended Project Term" means a period no longer than 5 (five) years following expiry of the Initial Project Term, as contemplated in clause 3.2. of the PPP Agreement;

- 1.2.12 "Facilities" means the buildings and other facilities, together with all supporting infrastructure (including the Plant) and amenities located on the Land as required to enable the Concessionaire to comply with its obligation under the PPP Agreement, all as the same may be varied, amended or supplemented from time to time in accordance with the PPP Agreement;
- 1.2.13 "Funder(s)" means Standard Corporate and Merchant Bank (a division of The Standard Bank of South Africa Limited or any of its successors in title from time to time), who are providing financing to the Concessionaire for the carrying out of the Project Operations, and with whom the Concessionaire has entered into the Funders Direct Agreement attached to the PPP Agreement;
- 1.2.14 "Future Expansion Building Property" means the immovable property adjacent to the Land which is owned by the City and intended to be used to establish the future expansion building envisaged in the PPP Agreement, in respect of which a separate lease will be concluded;
- 1.2.15 "Ground Physical and Geophysical Site Conditions" means the investigation of the Land conditions, and conditions of any extraneous materials existing structures or works in, on or under the Land (including its surface and subsoil) to enable the Facilities to be designed and constructed and the Works to be carried out with due regard for those conditions and the seismic activity (if any) in regard to the Land;
- 1.2.16 "Initial Project Term" means the period commencing at 00H00 (midnight) on the date of signing of the PPP Agreement and expiring at 00H00 (midnight) on the date that is twenty five (25) years thereafter;
- 1.2.17 "Inner City" means that area of the central business district of the city of Tshwane;
- 1.2.18 "Land" means the land, excluding the Future Expansion Building Property, made available by the City to the Concessionaire, for the purpose of the Project, as more fully depicted in the land survey diagram/plan attached hereto as **Appendix 1**;
- 1.2.19 "Land Claims" means claims in respect of the Land, which are duly constituted in terms of legislation conferring the right to another person or community to claim land or title thereto, and which includes the Restitution of Land Rights Act 22 of 1994, Land Reform (Labour Tenants) Act 3 of 1996, and the Upgrading of Land Tenure Rights Act 112 of 1991 or, if the context is appropriate, any one of them;
- 1.2.20 "Land Conditions" means the condition of and surrounding the Land including (but not limited to) climatic, hydrological, hydrogeological, ecological, environmental, geotechnical and archeological conditions;
- 1.2.21 "Law" means:
- (a) any applicable statute or proclamation or any delegated or subordinate legislation;
 - (b) any applicable guidance, direction or determination with which the City and/or the Concessionaire is bound to comply to the extent that same are published and publicly available;
 - (c) any applicable judgment of a relevant court of law which is binding precedent in the Republic of South Africa; and

(d) the South African common law as applied and decided upon by a court of law which is binding in the Republic of South Africa,

and in each case in force in the Republic of South Africa;

- 1.2.22 "Party/ies" means the party/ies to this Agreement collectively or individually, as the context may indicate;
- 1.2.23 "Plant" means the plant and equipment to be provided and/or maintained by the Concessionaire pursuant to the PPP Agreement;
- 1.2.24 "PPP Agreement" means the agreement entitled "*Public Private Partnership Agreement*" to be entered into between **the dti** and the Concessionaire for a 25 (twenty-five) year concession for the finance, design, construction and operation of new head office facilities for **the dti** in Tshwane, Gauteng Province;
- 1.2.25 "Project" means the twenty five (25) year concession for the carrying out of the Works and the provision of the Services (as defined in the PPP Agreement); the financing thereof and the provision of the Early Occupation Services at or in respect of the Land;
- 1.2.26 "Project Operations" means the carrying out of the Works, the carrying out of the Concessionaire's Pre-Completion Commissioning and the Concessionaire's Post-Completion Commissioning, the maintenance of Facilities (including the renewal or replacement of Plant), the management and provision of the Project Operations and the performance of all other obligations of the Concessionaire under the PPP Agreement from time to time;
- 1.2.27 "Registrar of Deeds" means the office designated as such in terms of the Deeds Registry Act, situated in Pretoria, or her successor;
- 1.2.28 "the dti" means the National Department of Trade and Industry;
- 1.2.29 "Title Deeds" means the title deeds in respect of the Land as duly registered with the Registrar of Deeds; and
- 1.2.30 "Works" means the design (including the preparation of all Design Data), construction, testing, commissioning and completion of the Facilities (including any temporary works) to be performed by the Concessionaire in accordance with the PPP Agreement,
- 1.3 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- 1.5 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

- 1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7 expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions;
- 1.8 reference to day/s, month/s or year/s shall be construed as calendar day/s, month/s or year/s;
- 1.9 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause; and
- 1.10 the rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.

2 RECORDAL

It is recorded for recordal purpose only, and not on the basis that the recordals form substantive provisions of this Agreement, save for the provisions of clauses 2.11 which shall be read as substantive provisions forming part of the Agreement and conferring rights and obligations, that:-

- 2.1 **the dti** has initiated an experience service delivery procurement process, in the context of a Public Private Partnership ("PPP"), approved by the National Treasury under the Public Finance Management Act, 1 of 1999 ("PFMA") in a twenty five year master concession for the sustainable provision of a unified service delivery and collaborative working environment for **the dti**, to be provided by the Concessionaire;
- 2.2 in order to enable the **dti's** management of the affordability requirements in terms of the regulation 16 of the Treasury Regulations passed in terms of the Public Finance Management Act, the City has made the Land available for the Project;
- 2.3 the Concessionaire has been selected by **the dti** to carry out the Project Operations;
- 2.4 in order for the Project Operations to be carried out, the Concessionaire requires the Land made available by the City for the construction of office building and other accommodation facilities to be occupied and/or used by **the dti** and/or other persons authorised to use the facilities as part of the Project Operations or otherwise in terms of the PPP Agreement;
- 2.5 **the dti** is desirous for the Project Operations to be carried out within the Inner City, and along the Nelson Mandela road, within the Trevenna area;
- 2.6 the City is desirous to:
 - 2.6.1 leverage the demand that comes from **the dti** location in the area for *inter alia*, the consumable products and support services which creates an opportunity for surrounding commercial developments;
 - 2.6.2 leverage **the dti** flagship presence along Nelson Mandela road, at the epicenter of the Inner City to bring about simultaneous development of the entire Trevenna urban redevelopment;

- 2.7 to achieve the above, the City has resolved based on the appointment of the Concessionaire by **the dti** to make land available to the Project, and allocated the Land, to be used as such, subject to the terms and conditions as contained in this Agreement;
- 2.8 the Concessionaire has been given an opportunity to consider and examine all aspects relating to the Land, including the Land Conditions, and conditions of title for the purpose of the Project, and has satisfied herself that the conditions of title are suitable and usable for the purposes of the Project;
- 2.9 The Concessionaire will conclude the PPP Agreement with **the dti** with regard to the Project Operations and the City will conclude a Project Enablement Agreement with **the dti** , with regard to the Project enablement issues between the City and **the dti** in order to achieve the Project ("the Project Enablement Agreement"), and neither this Agreement nor such PPP Agreement or Project Enablement Agreement shall be binding or enforceable until such time as all such agreements have duly been signed by all the parties thereto;
- 2.10 **the dti**, has in anticipation of entering into the PPP Agreement with the Concessionaire, initiated commencement with construction works on the Land, with the involvement of the Early Works Contractors, who have been working on the Site from February 2003 with intention that the Concessionaire shall on Commencement Date take over the early works as shall have been done by the Early Works Contractors; and
- 2.11 the Concessionaire's rights and obligations in carrying out the Project Operations to **the dti**, is contained in the PPP Agreement, and to which this Agreement is attached as schedule, with the intention that the provisions of this Agreement should be consistent with the material terms and conditions of the PPP Agreement with reference to the use and occupation of the Land by the Concessionaire and **the dti**; it is further the intention of the parties that the Concessionaire shall have no obligations to the City with respect to the improvements to be made by the Concessionaire over the Land, and maintenance obligations in respect of the improvements and or the Designated Buildings, all of which shall be the Concessionaire's obligations to the **dti** pursuant to the PPP Agreement.

PART II – LEASE, CONDITIONS OF THE LAND, RENTAL, DURATION AND USE OF LAND

3 LEASE

- 3.1 With effect from the Commencement Date and for the duration of this Agreement, the City lets the Land to the Concessionaire who leases the Land from the City, including all improvements thereto and the Designated Buildings subject to the conditions contained in this Agreement.
- 3.2 The Land is leased to the Concessionaire with the express intention that the terms of this Agreement of lease be registered against the title deed/s of the Land for the duration of this Agreement.

4 CONDITIONS OF THE LAND

- 4.1 Subject to clauses 4.3 and 10.1 below, the condition of the Land shall be the sole responsibility of the Concessionaire. Accordingly (without limitation or variation to any other obligation of the Concessionaire under this Agreement), the Concessionaire shall be deemed to have:

4.1.1 carried out a Ground Physical and Geophysical Investigation;

- 4.1.2 satisfied itself as to the Land Conditions, the ground and the subsoil, the form and nature of the Land, the loadbearing and other relevant properties of the Land, the risk of injury or damage to property affecting the Land, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, work and materials necessary for the execution of the Works;
- 4.1.3 taken steps reasonably required and possible to satisfy itself as to the adequacy of the rights of access to and through the Land and any accommodation it may require for the purposes of fulfilling its obligations under the PPP Agreement (such as additional land or buildings outside the Land);
- 4.1.4 satisfy itself as to the possibility of interference by persons of any description whatsoever (other than the City), with access to or use of, or rights in respect of, the Land, with particular regard to the owners of any property adjacent to the Land, to the extent that they could reasonably have done so by carrying out due diligence into such possible interference in respect of the Land, having regard to, *inter alia*, information available to the Concessionaire prior to or at the time of signing of this Agreement;
- 4.1.5 satisfy itself as to the possibility of any Land Claims in respect of the Land; and
- 4.1.6 satisfy itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to any third parties.
- 4.2 To avoid doubt, Concessionaire accepts full responsibility for all matters referred to in Clause 4.1 above and Concessionaire shall:
- 4.2.1 not be entitled to make any claim against the City of any nature whatsoever, on any grounds including (without limitation) the fact that incorrect or insufficient information on any matter relating to the Land was given to it by any person, whether or not authorised by the City (save for any material information which was knowingly withheld by the City prior to the date of signing of this Agreement and of which the Concessionaire or its representatives (including Funders) could not reasonably have been aware); and
- 4.2.2 be responsible for, and hold the City harmless from, cleaning up and otherwise dealing with any Contamination at the Land caused by an act or omission of the Concessionaire and Early Works Contractors and expressly excluding any Contamination in existence at the time of signature of this Agreement not caused by the act or omission of the Early Works Contractors, so that the Concessionaire shall at all times comply with its obligations under this Agreement including (without limitation) complying with, at her own cost, any applicable Laws and any Consents orders, notices or directions of any regulatory body (whether made against the City or the Concessionaire or Party).
- 4.3 The City has not granted to any person the rights to gain access to or use of or title to the Land (save the right of access to the Early Works Contractor or the one referred to hereunder) which may affect the use of the Land by the Concessionaire in providing the Project Operations. The Theosophical Society is the registered owner of two properties (which do not form part of the Land), occupied and used by the Theosophical Society. The Theosophical Society requires a right(s) of way over the Land to access its two properties. The right(s) of way required by the Theosophical Society will be procured from Esselen Street and will constitute an encumbrance on the Land.

5 DURATION OF THE LEASE

- 5.1 The Land shall be leased by the Concessionaire from the Commencement Date which lease shall continue until, and shall automatically terminate on the Expiry Date.
- 5.2 The provisions of clause 5.1 above are subject to the provisions of clauses 11 and 12 below.
- 5.3 For purposes of compliance with the provisions of clause 5.1 above the Parties record that under the Project Enablement Agreement, **the dti**, shall give the City at least 2 (two) years prior written notice to the expiry of the Initial Project Period of the Concessionaire and **the dti's** intention to extend the duration of the PPP Agreement, which shall automatically extend the period of this Agreement for the Extended Project Period.

6 RENTAL

- 6.1 The rental payable by the Concessionaire to the City in respect of the Land for the full Initial Project Term is an amount of R1.00 (one rand) including value added tax.
- 6.2 Should the PPP Agreement be extended for a period beyond the Initial Project Term, then the Concessionaire shall pay the City an amount equivalent to the market related rental payable in respect of the Land and improvements thereon, at the time, for the duration of the period beyond the Initial Project Term.

7 USE OF LAND

- 7.1 The Land is leased to the Concessionaire, for the use thereof by the Concessionaire to carry out the Project Operations in accordance with, and subject to the provisions of the PPP Agreement, and the applicable Law.
- 7.2 The Concessionaire shall only use the Land for purposes contemplated in the PPP Agreement, and may not use the Land for any other purpose without the prior written consent of **the dti**, which consent shall only be granted in consultation with the City.

8 ASSESSMENT RATES AND MUNICIPAL CHARGES

- 8.1 The Concessionaire shall:-
- 8.1.1 pay for all electricity, water (including any water used for the purpose of maintaining the garden) used or consumed in the Land including the refuse removal charges and sanitary fees (including basic charges) and assessment rates and taxes or other charges payable to the local or other authority in respect of the Land and any improvements thereon. For purpose of this clause 8.1.1, the fact that ownership of Land vests in the City and that the City is a local authority shall not be taken into account for payment of assessment rates, taxes and other charges payable by the Concessionaire;
- 8.1.2 enter into such agreements as shall be reasonably required by the City, in its capacity as the local authority for the delivery of (bulk) municipal services including water, electricity, refuse removal and applications and approvals for any road closures; and
- 8.1.3 in each case being such charges and/or agreements as are ordinarily chargeable and on the terms and conditions as are usually applicable to all commercial users of such facilities and services.

8.2 The City and the Concessionaire shall enter into such agreements as shall be reasonably required to record the understandings reached between the City and the Concessionaire's representatives prior to the Commencement Date for:

- 8.2.1 guarantees to be provided by the Concessionaire in terms of service agreements for the provision/upgrade of municipal infrastructure by the Concessionaire, provided that until such agreements are entered into no occupation certificate on Facilities shall be issued by the City until the provision/upgrade of municipal infrastructure has been completed to the satisfaction of the City; and
- 8.2.2 planning permission fees and the delivery of bulk municipal services including water, electricity, refuse removal and applications and approvals for any road closures.

PART III- CONCESSIONAIRE'S OBLIGATIONS

9 CONCESSIONAIRE'S OBLIGATIONS AND RESTRICTIONS

The Concessionaire shall

9.1 not-

- 9.1.1 cede or assign or mortgage or pledge any of its rights under this Agreement; nor
- 9.1.2 sub-lease the Land (or the Facilities) or any part thereof; nor
- 9.1.3 place anyone else in occupation of the Land (or the Facilities) or any part thereof, on any conditions whatsoever or for any reason whatsoever,

other than as contemplated in the PPP Agreement on date of signature hereof (and on notice to the City) or as may otherwise be agreed to in writing between the Parties;

- 9.2 not knowingly or intentionally contravene or permit the contravention of any Law, by-law or statutory regulation or the conditions of any permit or consents relating to or affecting the occupation of or the carrying out of the Project Operations on the Land or any property on the Land or which may expose the City to any claim, action or prosecution;
- 9.3 not contravene any of the conditions of title under which the City holds title to, nor any Laws which the City is required to observe by reason of her ownership of the Land;
- 9.4 have no claim of any nature whatsoever against the City whether for damages or otherwise arising from the cancellation of this Agreement nor shall the Concessionaire be entitled to retain the possession of the Land (or Facilities) or delay the restoration of the possession of the Land (or Facilities) to the City, upon the Expiry Date;
- 9.5 have no claim of any nature whatsoever against the City, or its employees or agents whether for damages or cancellation of this Agreement in respect of any damage caused to the Concessionaire's fixtures, fittings and furniture, books, papers or other articles kept in or on the Land or any other damage or loss caused to or sustained by the Concessionaire in or in respect of the Land or loss of life and/or injury to person as a result of water seepage or leakage wherever and howsoever occurring in the Land, or by rain, hail, lightning, fire, riot or civil commotion or as a result of any other *vis major* or *casus fortuitus*, save to the extent that such damage is caused by the negligence of the City, its agents or

contractors and such liability is not within the ambit of any indemnities provided by statute in favour of the City;

- 9.6 procure that insurance taken out by the Concessionaire in terms of and subject to clause 35 [*Insurance*] of the PPP Agreement is adequate to cover the damages claims referred to in clause 9.5 above, and/or any other claims by any third party that may be instituted against the City, arising from the construction and/or use of the Facilities, and that such insurance shall cover the claims referred to herein in an amount of at least R5 000 000,00 (five million rand) per claim, which amount shall index linked and adjusted for inflation purposes as contemplated in Part 2 of Schedule 1 of the PPP Agreement, namely at CPIX with a base date of April 2002.
- 9.7 annually provide the City with such documentation as shall be reasonably required by the City to verify that the insurance referred to in clause 9.6 above is and/or remains to be in place;
- 9.8 hereby indemnify the City, its employees or contractors against all loss, damage, attorney and own client costs and collection charges (including costs of any appeals or of enforcing any judgments), interest and expenses which any one or more or all of them, sustained as a result of any claim contemplated in clause 9.5 or any claim by any guests or invitees of the Concessionaire, and agrees to pay on demand such sum(s) as may be sufficient to cover any claims referred to herein, upon it being proved, or settled (in agreement with the Concessionaire);
- 9.9 procure that all improvements and/or activities on/or relating to the Land in the form of, *inter alia*, design, constructions or otherwise which are effected by the Concessionaire on/or relating to the Land comply with the applicable Laws and are not in breach of any of the provisions of the Title Deeds and the PPP Agreement; and
- 9.10 shall from the Commencement Date take all steps as may be necessary to keep the Land free from the intruders or squatters.

PART IV – CITY'S OBLIGATIONS

10 THE CITY'S RIGHTS AND OBLIGATIONS

The City shall:

- 10.1 by its signature hereof warrant that the Land has the land use rights recorded in **Appendix 2** hereto, and that the Concessionaire is entitled to use same for the purpose for which the Land is leased to the Concessionaire;
- 10.2 make the Land available for occupation and use by the Concessionaire on the Commencement Date, or as soon as reasonably practicable upon vacation of the Land by the Early Works Contractors, should they still be in occupation thereof and delay the City from making the Land available to the Concessionaire;
- 10.3 make the land (subject to 10.2 above) available for occupation and use by the Concessionaire for the duration of this Agreement;
- 10.4 promptly facilitate, after the fulfillment of the conditions in 17(1), the consolidation of the ervens depicted on Appendix 1 and the registration against the title deeds of the Land, the terms of this Agreement with the specific intent of protecting the interests and rights of the Concessionaire under this Agreement and, with the understanding that the costs of such registration shall be borne by the Concessionaire, and not by the City;

- 10.5 observe all the terms and conditions of the PPP Agreement related to the rights of occupation, use of the Land and improvements thereon, flowing from the PPP Agreement and generally uphold the spirit intent and purport of the PPP Agreement;
- 10.6 during the course of this Agreement, in terms hereof, retain full title and ownership of the Land and acquire and retain full title and ownership of all buildings, structures, improvements and fixtures erected thereon which accede to the Land or brought upon the Land; and
- 10.7 provide reasonable assistance to the Concessionaire in defending and dealing with any Land Claims.

PART V - TERMINATION AND EXPIRY OF THE PPP AGREEMENT

11 TERMINATION OF THE PPP AGREEMENT

On the Expiry Date this Agreement shall terminate and the Concessionaire shall:

11.1 forthwith:-

- 11.1.1 provide, at Concessionaire's costs, reasonable assistance to the City to ensure that the Land and improvements thereon is freed from all encumbrances that may have caused or affected it and to that end the provisions of clause 11.1.2, 11.1.3 and 11.1.4 below shall apply, namely -
 - 11.1.2 deliver to the City all and any documentation, certificates and/or deeds which the Concessionaire has by virtue of its rights in terms of this Agreement registered against the Title Deeds of the Properties or, if any, and any other documents, (including releases and/or a directives and/or consents) duly completed by the Concessionaire, as shall be required by the City, the Registrar of Deeds, or any other relevant authority to re-instate the status quo ante position in relation to the Title Deeds prior to the conclusion of this Agreement;
 - 11.1.3 take all steps as may be proper and reasonable to cancel or assist in the cancellation of all entries endorsements and registrations against the Title Deeds in relation to this Agreement; and
 - 11.1.4 on demand from **the dti** to the City and/or Concessionaire sign such documents as shall be necessary to cede, delegate, and assign her rights, duties and obligations in terms of this Agreement to a person designated by **the dti** .
- 11.2 It is recorded that nothing contained in this Agreement shall be deemed, construed, or interpreted to alter or affect the provisions of schedule 24 to the PPP Agreement [*Handback Procedure*], with regard to the stipulated procedures for handing back the Facilities and or improvements thereon. Provided that no obligation shall exist on the part of the City to make any payments as envisaged in schedule 24 of the PPP Agreement for the Handback amounts, which shall at all times be the obligations of **the dti**. The obligations and rights of **the dti** as envisaged in schedule 24, shall be exercised by **the dti**, with the City agreeing to be bound by the outcome of such procedure, as though such obligations and rights of **the dti** have been carried out by the City herself.
- 11.3 To avoid doubt, the Concessionaire shall not be entitled to any compensation by the City in respect of any variation of the terms of this Agreement or the unexpired part of the Concessionaire's interest as occupier of the Land under this Agreement on assignment or surrender or automatic termination in accordance with this clause.

12 EFFECT OF TERMINATION

- 12.1 Notwithstanding the provisions of this Agreement on the serving of notice of termination, if any, the provisions of this Agreement shall only terminate in accordance with the provisions of clause 46 of the PPP Agreement [*Effect of Termination*] which shall include the sub-clauses thereto, (viz, clauses 46.2 [*Continued Effect - no waiver*]; 46.3 [*Continued Performance*] 46.4 and 46.5 [*Transfer to dti of Assets, Contracts etc.*]; 46.6 [*Termination*]; 46.7 [*Transitional arrangements*]; and 46.9 [*Continuing Obligations*]) all of which shall be read as if they are expressly provided for in this Agreement, and to that effect, the reference to **the dti's** rights, entitlements obligations provided for therein, shall be read into this Agreement to be exercisable by **the dti** being duly authorised by the City to do so on its behalf, in respect of a breach of this Agreement. The City undertakes to recognise such changes rights, powers, entitlements and obligations of both the Concessionaire and **the dti** provided for in clause 46 of the PPP Agreement, as having a direct impact on the City's ability in Law and otherwise to effect a termination of this Agreement.
- 12.2 The provisions of this Agreement in respect of termination, (including clause 12.1 above) are subject to the rights of the Funders under the Funders' Direct Agreement attached to the PPP Agreement as schedule 30 thereto, and the provisions of this Agreement shall remain in force for the duration of the exercise of the rights of the Funders and **the dti** in terms of schedule 30 to the PPP Agreement, including the appointment of a Suitable Substitute Concessionaire, referred to in schedule 30 to the PPP Agreement.

13 BREACH

If the Concessionaire commits any breach of the terms of this Agreement, then the provisions of the PPP Agreement contained in clauses 43.2 [*Notification*]; and 43.4 [*Remedy Provisions*] shall apply *viz-a-viz* the Concessionaire, and **the dti** (being hereby duly and irrevocably authorised by the City) shall take such steps (in respect of the breach of this Agreement) as are referred to therein to be taken by "**the dti**", as if the breach of this Agreement was a breach of the PPP Agreement itself, provided that, under no circumstances shall the City be entitled to terminate this Agreement, unless the PPP Agreement is terminated or terminates at the same time, and provided further that the City shall not take any action or have recourse to enforce its rights whether in terms of this Agreement or under common law relating to the lease of the Land to the Concessionaire, other than as provided for in this clause.

PART VI – SALE OR DISPOSAL OF LAND

14 SALE OR DISPOSAL OF LAND

- 14.1 Subject to clause 15.3.2, the City agrees that it shall not sell or in any other manner alienate, dispose or create any encumbrances on or in respect of the Land for the duration of the Initial Project Term.
- 14.2 The Concessionaire agrees that the City shall after the Initial Project Term, and subject to the provisions of clause 14.3 below, be entitled to sell, assign, or transfer or alienate or dispose of, or use as security for loan (by mortgage bond or otherwise), the Land
- 14.3 The City's rights to sell, transfer, alienate or dispose of the Land shall be subject to the following:-

- 14.3.1 that **the dti** or the Government of the Republic of South Africa has the first option to acquire the Land from the City on such terms and conditions agreed or to be agreed to between **the dti** and the City within a period of 2 (two) years after the Land has in writing been offered to **the dti** or the Government of the Republic of South Africa by the City;
- 14.3.2 should **the dti** and/or the Government of the Republic of South Africa not exercise its option envisaged in clause 14.3.1 and a final agreement is not concluded within such period, the option shall lapse and be of no force and effect and the City shall be entitled to in its sole discretion to alienate, sell, transfer or dispose of the Land to a third party; and
- 14.3.3 The sale or disposal of the Land to a third party, during the course of this Agreement shall not affect the terms of this Agreement in any way whatsoever (and shall incorporate the common law maxim *Huur Gaat voor Koop* and the rights that flow in terms thereof), nor entitle the Concessionaire to resile from the Agreement nor to claim damages as a result thereof. To the extent necessary, the Concessionaire irrevocably and *in rem suam* appoints the City as her attorney and agent to sign any documentation necessary to record the assignment, by operation of law, of the Lease from the City to the purchaser of the property

PART VII - MISCELLANEOUS PROVISIONS

15 MISCELLANEOUS PROVISIONS

Assignment, sub-contracting and Changes in Control

- 15.1 This Agreement, and any other agreement in connection with the Project to which both the City and the Concessionaire are a party shall be binding on, and shall endure to the benefit of, the Concessionaire and the City and their respective successors and permitted transferees and assigns.
- 15.2 The provisions of Clause 9.1.1 do not apply to the grant of any security over the Concessionaire's rights under this Agreement, in a form approved by **the dti** prior to its grant, for any loan made to the Concessionaire under the Initial Funding Agreements (as defined in the PPP Agreement).
- 15.3 The City shall not:-
- 15.3.1 assign, use as security for loan (by mortgage bond or otherwise), or otherwise dispose of the benefit of the whole or part of this Agreement or any agreement in connection with this Agreement to which the Concessionaire and the City are a party; and/or
- 15.3.2 during the Initial Project Term assign, use as security for loan (by mortgage bond, or other legal hypothec, or otherwise), or otherwise dispose of or burden the City's rights to title in respect of the Land, to any person other than **the dti** or the Government of the Republic of South Africa as contemplated in the Project Enablement Agreement, save with the prior written consent of the Concessionaire and **the dti** (such consent not to be unreasonably withheld or delayed). Provided that nothing in this Sub-clause shall restrict the transfer of the rights of the City to the title to the Properties and/or assignment and/or cession thereof in terms of Law which has impact on the structure or restructuring of the local Governments structures and/or systems.

Claims

- 15.4 Where a claim or proceeding is made or brought against the City which arises out of the infringement of any rights of a third party by the Concessionaire (other than rights relating to the exercise of administrative functions, powers, by the City) in connection with the Works or arising from the Project Operations on the Land, then, unless such infringement has arisen out of the use of any intellectual or property or information by or on behalf of the City in accordance with the terms of this Agreement or is an infringement of third party rights granted by the City but not disclosed to the Concessionaire, the Concessionaire shall by signing this Agreement indemnify and hold the City harmless at all times from and against all such claims and proceedings, and the provisions of Clause 8.3 in the PPP Agreement shall apply.

Confidentiality

- 15.5 Each party shall hold in confidence any Confidential Information, provided that the provisions of this clause shall not restrict either party from passing such information to her professional advisers, to the extent necessary, to enable her to perform (or to cause to be performed) or to enforce her rights or obligations under this Agreement or the PPP Agreement, and provided further that the Concessionaire may, subject to obtaining appropriate confidentiality restrictions pass to the Funders such documents and other information as are reasonably required by the Funders.
- 15.6 The obligation to maintain the confidentiality of the Confidential Information does not apply to Confidential Information:
- 15.6.1 which the other Party confirms in writing is not required to be treated as Confidential Information;
 - 15.6.2 which is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement;
 - 15.6.3 to the extent any person is required to disclose such Confidential Information by Law or any regulatory or government authority (but only to that extent);
 - 15.6.4 as the dti or the City may require for the purpose of the Project Operations or for the operation, maintenance or improvement of the Facilities in the event of, or following, termination of this Agreement;
- 15.7 Unless otherwise required by any Law or any regulatory or governmental authority (but only to that extent), neither Party shall make or permit or procure to be made any public announcement or disclosure (whether for publication in the print or electronic media, the radio, television screen or any other medium) of any Confidential Information or in the case of Concessionaire of her (or any Concessionaire Party's) interest in the Project or, in any such case, any matters relating thereto, without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).

Records and Reports

- 15.8 The Concessionaire shall keep record of all of the information and reports relating to the use and occupation of the Land, construction works, and completed improvements on the Land, service installation, any encumbrances over the Properties and other improvements thereon, and any other information as may be reasonably required by the City to be kept by the Concessionaire relating to the Land.

15.9 The Concessionaire shall provide the City access to the information referred to in clause 15.8 above, and to make copies thereof, on reasonable request by the City.

Undertaking by the Parties

15.10 The City undertakes to the Concessionaire that by appending her signature hereto, that she is duly bound by the provisions of this Agreement and that she has taken or caused to be taken such internal steps as are required to be taken by her to enable her to validly enter into this Agreement and that nothing contained in any of the regulations governing the City prevents the entering into this Agreement by the City.

15.11 The City undertakes that **the dti** is duly authorised by the City to exercise the rights, functions, powers conferred to **dti** in terms of this Agreement, and to the extent necessary, the City shall take such steps as are necessary in law or otherwise to enable **the dti** to exercise the rights, powers, functions or consents conferred to her in terms of this Agreement.

16 DOMICILIUM CITANDI ET EXECUTANDI

16.1 The parties choose and indicate as their domicilia citandi et executandi for the sending of correspondence, serving of correspondence and serving of notices and pleadings arising from this Agreement the addresses stated opposite their names respectively:

The City:

Postal :

Physical :

Telefax :

Attention :

The Concessionaire:

Postal : Glenfield Office Park (Mertech Building), Oberon Street, Faerie Glen, Pretoria.

Physical : Glenfield Office Park (Mertech Building), Oberon Street, Faerie Glen, Pretoria.

Telefax : 012 483 8675

Attention : Piet Jordaan

16.2 Any of the parties will be entitled to change it's chosen domicilium citandi et executandi with 7 (seven) day's written notice to this effect.

16.3 Any correspondence to be sent in terms of this Agreement, will be sent by pre-paid registered mail, by telefax, by hand or by e-mail to the chosen domicilium citandi et executandi of the parties and, unless the opposite is proven, it will be deemed that such correspondence had been received.

16.3.1 If sent by telefax – on the day of transmission;

16.3.2 If delivered by hand – on the day of delivery;

If sent by pre-paid registered post - on the fourth day following the day on which such correspondence was sent.

17 REQUIREMENTS OF SECTION 79(18) OF ORDINANCE 17 OF 1939

17.1 The lease by the City to the Concessionaire of the parts of the Land denoted on **Appendix 1** as Erf 85 and Erf 1/79 respectively is subject to the fulfilment of the condition that the requirements of section 79(18) of Ordinance 17 of 1939 are complied with in respect of each of those parts

17.2 With effect from the Commencement Date and until the earlier of:

17.2.1 the date on which the condition referred to in [1] is fulfilled; or

17.2.2 the date which is 9 (nine) years and 11 (eleven) months after the Commencement Date

the City lets each such part to the Concessionaire at a rental for that full period of R1.00 (one rand) per part and otherwise on the same terms and conditions as it lets the rest of the Land to the Concessionaire in terms of this Agreement.

18 WHOLE AGREEMENT, NO AMENDMENT

18.1 This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term thereof shall be binding unless recorded in a written document signed by the parties.

18.2 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

18.3 No party shall be bound by or have a claim against the other arising from any express or implied term, representation, warranty, promise or the like not recorded herein (including terms that could otherwise be implied by common law), whether it induced the contract or not.

19 DISPUTE RESOLUTION PROCEDURE

- 19.1 The procedure set out in schedule 26 [*Dispute Resolution Procedure*] of the PPP Agreement shall apply to any dispute, claim or difference arising of or relating to this Agreement, except where it has been excluded from such procedure by any express term of this Agreement.
- 19.2 Where the subject matter of a dispute under this Agreement is the same as that of a dispute under the PPP Agreement, and subject to the City being party to such dispute, then the finding under the PPP Agreement shall apply to the dispute under this Agreement.

20 GOVERNING LAW

- 20.1 This Agreement shall be considered as a contract made in the Republic of South Africa and shall be subject to the laws of South Africa.
- 20.2 Subject to the provisions of the Dispute Resolution Procedure, both parties agree that the courts of South Africa shall have exclusive jurisdiction to hear and settle any action, suit, proceedings or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

THUS DONE AND SIGNED at
presence of the undersigned witnesses.

on the day, month and year first aforewritten, in the

AS WITNESSES:

1. _____

For: The City

2. _____ who warrants that he is duly authorised hereto

AS WITNESSES:

1. _____

For: RAINPROP (PROPRIETARY) LIMITED

2. _____ who warrants that he is duly authorised hereto

QUOD ATTESTOR,

NOTARY PUBLIC.



APPENDIX 1 – LAND SURVEY DIAGRAM/PLAN

DIAGRAM VIR GEKONSOLIDEERDE TITEL

Hierdie diagram bestaan uit 2 velle
Vel No. 2

L.G. No.
Goedgekeur

8023/2002

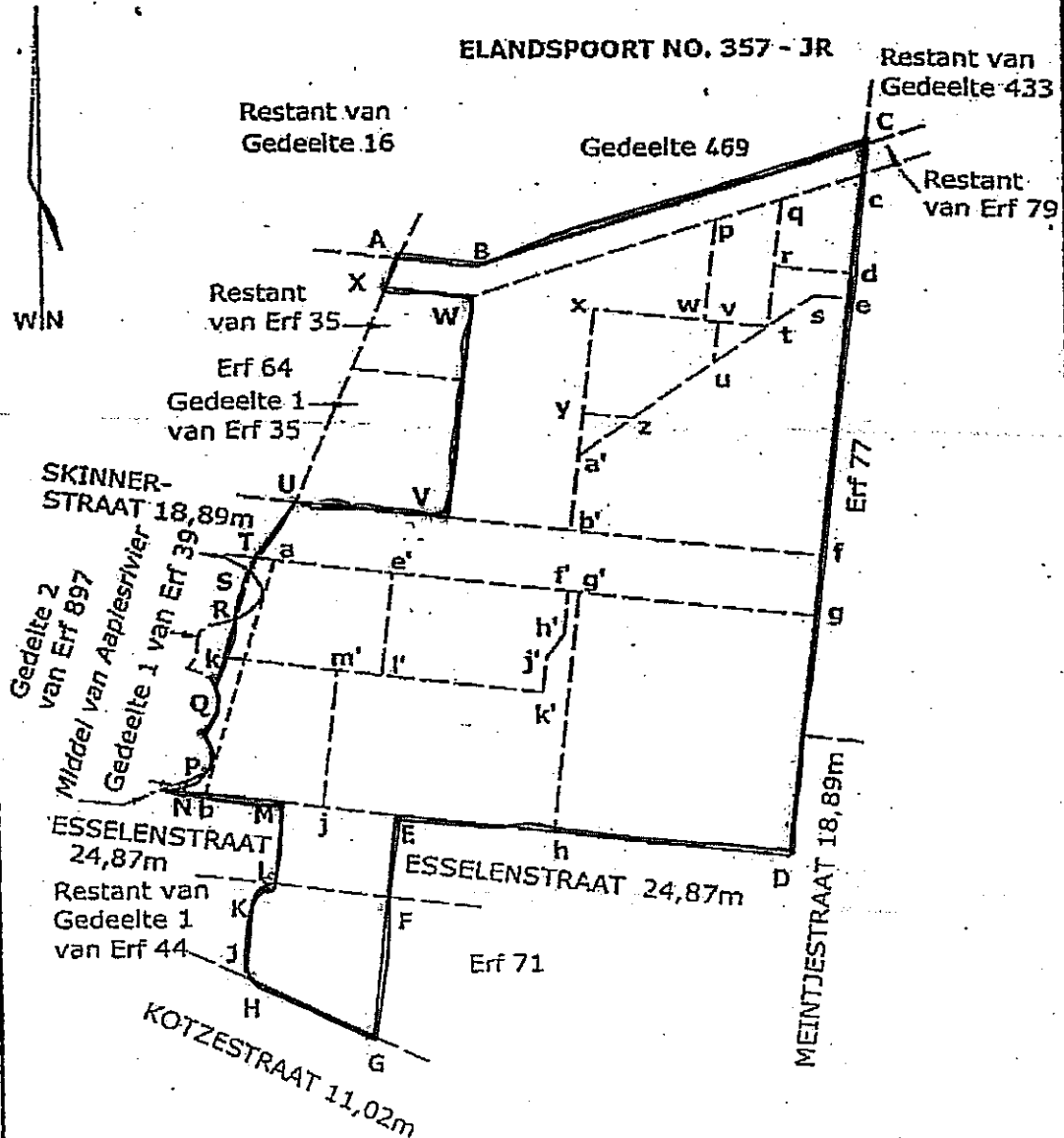
Erf 86
TREVENNA DORP

SERWITUUTNOTA

D.G. VAN WYK, LANDMETER-GENERAAL
2002-11-14

Die figuur TabNP middel van Aapiesrivier QR middel van Aapiesrivier
ST stel voor 'n Reg van Weg Serwituut 6,10 meter wyd volgens
diagram L.G. No. A2743/1912. Transportakte No. T9595/1916

SKAAL 1:2000



Saamgestel in Oktober 2002 deur my

D.G. VAN WYK (PLS 0673)
Professionele Landmeter

Taakno. 072102K

PRETORIA TOWN-PLANNING SCHEME, 1974.

AMENDMENT SCHEME 8680.

The Pretoria Town-planning Scheme, 1974, approved by virtue of Administrator's Notice 2027, dated 20 November, 1974, is hereby amended in the following manner:

1. THE MAP, as shown on Map 3, Amendment Scheme 8680.
2. By the deletion of Annexure B 4239.
3. By the addition of Annexure B 6196 to the Scheme.

APPROVED

Promulgated on: 23/05/2001

Come into operation on: 23/05/2001

f EXECUTIVE DIRECTOR: CITY PLANNING AND DEVELOPMENT

M

PRETORIA - DORPSBEPLANNINGSKEMA, 1974.

WYSIGINGSKEMA 8680.

Die Pretoria-dorpsbeplanningskema, 1974, goedgekeur kragtens Administrateurskennisgewing 2027, gedateer 20 November 1974, word hiermee soos volg gewysig:

1. DIE KAART, soos aangetoon op Kaart 3, Wysigingskema 8680.
2. Deur die skraping van Bylae B 4239.
3. Deur die byvoeging van Bylae B 6196 tot die Skema.

GOEDGEKEUR

Afgekondig op: 23/05/2001

Tree in werking op: 23/05/2001

n UITVOERENDE DIREKTEUR: STEDELIKE BEPLANNING EN ONTWIKKELING

KODE 3
CODE

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

BYLAE
ANNEXURE

B

6196

WYSIGINGSKEMA
AMENDMENT SCHEME

8680

VEL
SHEET

2

VAN
OF

8

VELLE
SHEETS

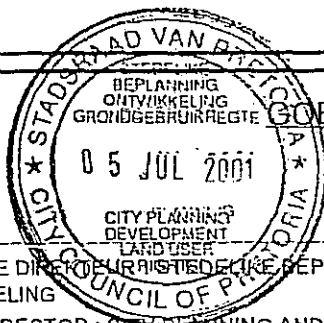
PAGE 1

The following erven located in Arcadia, namely:

1. Remainder of Portion 2 of Erf 56; part (UXMN, South western Erf boundary, QR, North western Erf boundary) of Erf 55; part (abcdefg, South western Erf boundary, UY) of Portion 1 of Erf 56; Portion 3 of Erf 56; Portion 1 of Erf 748; part (jhABk, South eastern Erf boundary) of Remainder of Erf 748; part (fhj and South eastern Erf boundary) and part (TSgl) of Portion 2 of Erf 748; part (RSU and Eastern Erf boundary) and part (NPQ and Eastern Erf boundary) of Erf 1178; Remainder of Erf 57; part (XGHVW) of Portion 2 of Erf 57; part (JKL) of Portion 1 of Erf 58; part (PKDA) of Pretorius Street (adjacent to Erven 315, 318, 319, 322, 55, Remainder of Erf 57 and Portion 1 of Erf 58, Arcadia); part (HJK) of Portion 1 of Erf 312; part (ABPTUVWX) of Erf 322; part (UVW) of Erf 901; part (TQRS) of Erf 324; part (EFGM) of Remainder of Erf 314; part (MGHKL) of Remainder of Erf 313; part (CDEMN) of Erf 315; Erven 316, 317, 318, 319, 320, 321, 323, and part (SJCBA) of Schoeman Street (adjacent to erven: Portion 1 of Erf 312, Remainder of Erf 313, Erven 316, 317, 320, 321, 323 and 324, Arcadia);
2. the following erven located in Trevenna, namely:

part (UVWX) of Erf 1; part (xDD1ESUV) of Erf 2; part (EFRS) of Portion 2 of Erf 3; part (FGQR) of Remainder of Erf 3; Portion 2 of Erf 6; Remainder of Portion 1 of Erf 5; Portion 2 of Erf 5; part (YZvw) of Greef Street; part (zyBCDxwvutB1A1) of Voor Street; Erf 59; part (tuab) of Meintjies Street; Portion 2 of Erf 34; Portion 4 of Erf 34; Remainder of Portion 1 of Erf 34; Portion 1 of Erf 38; Portion 2 of Erf 37; Remainder of Portion 1 of Erf 37; part (TUXC1) of Erf 65; Erf 67; Erf 73; part (rscq) of Skinner Street; part (defghj) of Erf 68; Remainder of Erf 50; Portion 1 of Erf 50; Portion 2 of Erf 39; part (kl and Eastern Erf boundary) and part (lm and Eastern Erf boundary) and part (np and Eastern Erf boundary) of Portion 2 of Erf 897, Trevenna;
3. the following erven located in Sunnyside, namely:

part (HJKN) of Remainder of Portion 14 of Erf 834; part (NKLM) of Remainder of Erf 39 of Erf 834; Portion 50 of Erf 834; part (GHMP) of Welkom Street (adjacent to Portion 50 of Erf 834, Remainder of Portion 39 of Erf 834 and Remainder of Portion 14 of Erf 834), Sunnyside;



GOEDGEKEUR / APPROVED

n. UITVOERENDE DIRECTOR
EN ONTWIKKELING
i. EXECUTIVE DIRECTOR : CITY PLANNING AND DEVELOPMENT

AFGEKONDIG OP : 23/05/2001
PROMULGATED ON :
TREE IN WERKING OP : 23/05/2001
COME INTO OPERATION ON :
STAD TSHWANE METROPOLITAANSE MUNISIPALITEIT
CITY OF TSHWANE METROPOLITAN MUNICIPALITY

KODE 3
CODE

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

BYLAE
ANNEXURE

B

6196

WYSIGINGSKEMA
AMENDMENT SCHEME

8680

VEL
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VAN
OF

8

VELLE
SHEETS

VEL 2

Die volgende erwe geleë in Arcadia naamlik:

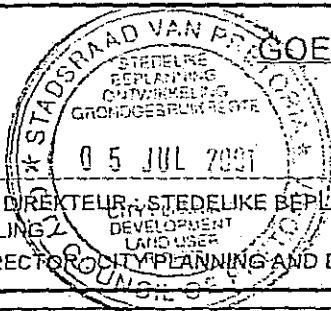
1. Restant van Gedeelte 2 van Erf 56; deel (UXMN, Suid-westelike Erfgrens, QR, Noord-westelike Erfgrens) van Erf 55; deel (abcdefg, Suid-westelike Erfgrens, UY) van Gedeelte 1 van Erf 56; Gedeelte 3 van Erf 56; Gedeelte 1 van Erf 748; deel (jhABk, Suid-oostelike Erfgrens) van Restant van Erf 748; deel (fhj en Suid-oostelike Erfgrens) en deel (TSgl) van Gedeelte 2 van Erf 748; deel (RSU en Oostelike Erfgrens) en deel (NPQ en Oostelike Erfgrens) van Erf 1178; Restant van Erf 57; deel (XGHVW) van Gedeelte 2 van Erf 57; deel (JKL) van Gedeelte 1 van Erf 58; deel (PKDA) van Pretorius straat (aangrensend aan Erwe 315, 318, 319, 322, 55, Restant van Erf 57 en Gedeelte 1 van Erf 58, Arcadia); deel (HJK) van Gedeelte 1 van Erf 312; deel (ABPTUVWX) van Erf 322; deel (UVW) van Erf 901; deel (TQRS) van Erf 324; deel (EFGM) van Restant van Erf 314; deel (MGHKL) van Restant van Erf 313; deel (CDEMN) van Erf 315; Erwe 316; 317; 318; 319; 320; 321; 323; en deel (SJCBA) van Schoeman straat (aangrensend aan die erwe: Gedeelte 1 van Erf 312, Restant van Erf 313, Erwe 316, 317, 320, 321, 323 en 324, Arcadia);

2. die volgende erwe geleë in Trevenna, naamlik:

deel (UVWX) van Erf 1; deel (xDD1ESUV) van Erf 2; deel (EFRS) van Gedeelte 2 van Erf 3; deel (FGQR) van Restant van Erf 3; Gedeelte 2 van Erf 6; Restant van Gedeelte 1 van Erf 5; Gedeelte 2 van Erf 5; deel (YZzw) van Greefstraat; deel (zyBCDxwvutB1A1) van Voorstraat; Erf 59; deel (tuab) van Meintjiesstraat; Gedeelte 2 van Erf 34; Gedeelte 4 van Erf 34; Restant van Gedeelte 1 van Erf 34; Gedeelte 1 van Erf 38; Gedeelte 2 van Erf 37; Restant van Gedeelte 1 van Erf 37; deel (TUXC1) van Erf 65; Erf 67; Erf 73; deel (rscq) van Skinnerstraat; deel (defghj) van Erf 68; Restant van Erf 50; Gedeelte 1 van Erf 50; Gedeelte 2 van Erf 39; deel (kl en Oostelike Erfgrens) en deel (lm en Oostelike Erfgrens) en deel (np en Oostelike Erfgrens) van Gedeelte 2 van Erf 897;

3. die volgende erwe geleë in Sunnyside, naamlik:

deel (HJKN) van Restant van Gedeelte 14 van Erf 834; deel (NKLM) van Restant van Gedeelte 39 van Erf 834; Gedeelte 50 van Erf 834; deel (GHMP) van Welkomstraat (aangrensend aan Gedeelte 50 van Erf 834, Restant van Gedeelte 39 van Erf 834 en Restant van Gedeelte 14 van Erf 834);



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CITY OF TSHWANE METROPOLITAN MUNICIPALITY

n. UITVOERENDE DIREKTEUR, STEDELIKE BEPLANNING
EN ONTWIKKELING
i. EXECUTIVE DIRECTOR, CITY PLANNING AND DEVELOPMENT

KODE 3
CODE

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

BYLAE
ANNEXURE

B

6196

WYSIGINGSKEMA
AMENDMENT SCHEME

8680

VEL
SHEET

4

VAN
OF

8

VELLE
SHEETS

FOR ERF DESCRIPTION SEE PAGE 2 HEREOF

USE ZONE XIV: SPECIAL

Figure 1 shall only be used for the purposes of educational facilities, business buildings, offices, shops, hotels, motels, guest houses, residential buildings, residential units, places of amusement, sport and recreational facilities, places of refreshment, public open space, public streets, water areas, parking sites and parking garages, pedestrian malls, an air bridge for pedestrians and/or shops, municipal purposes; and with the consent of the City Council, exclusive of the conditions of clause 18 of the Town-planning Scheme, for other purposes; subject to the following conditions:

1. The gross floor area of all the buildings within Figure 1 shall not exceed 200 000 m²: Provided that the gross floor area for retail trade shall not exceed 60 000 m².
2. (1) Site development plans and landscape development plans in accordance with approved precinct plans shall be submitted to the City Council for approval.
(2) The landscaping, in terms of the landscape development plans, shall be completed within three months of the completion of the development or any phase thereof. The ongoing maintenance of the hard and soft landscape shall be to the satisfaction of the City Council.
3. Demarcated parking spaces with a permanent dust-free surface, together with the necessary manoeuvring space, shall be provided and maintained on Figure 1 to the satisfaction of the City Council according to Table H1 of the Pretoria Town-planning Scheme, 1974.
4. All parts of Figure 1 upon which motor vehicles may move or park, shall be provided with a permanent dust-free surface, which surface shall be paved, drained and maintained to the satisfaction of the City Council.
5. Entrances to and exits from Figure 1 shall be located, constructed and maintained to the satisfaction of the City Council.
6. Loading facilities shall be provided on Figure 1 to the satisfaction of the City Council.



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KODE 3
CODE

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

BYLAE
ANNEXURE

B

6196

WYSIGINGSKEMA
AMENDMENT SCHEME

8680

VEL
SHEET

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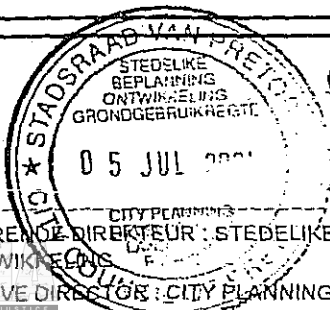
VAN
OF

8

VELLE
SHEETS

FOR ERF DESCRIPTION SEE PAGE 2 HEREOF

7. Permanent non-removable physical barriers shall be erected and maintained on the street boundaries of Figure 1 (approved entrances and exits excluded) to the satisfaction of the City Council.
8. The proposed development must enhance the ecology, accessibility and aesthetics of the Apies River.



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KODE 3
CODE

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

BYLAE
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WYSIGINGSKEMA
AMENDMENT SCHEME

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VEL
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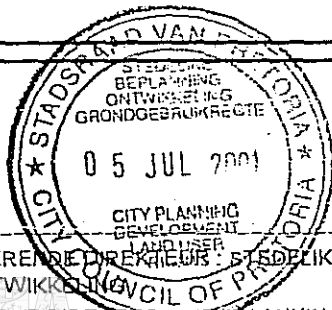
VELLE
SHEETS

VIR ERFBESKRYWING SIEN VEL 3 HIERVAN

GEBRUIKSONE XIV: SPESIAAL

Figuur 1 moet slegs gebruik word vir die doeleindes van opvoedkundige fasiliteite, besigheidsgeboue, kantore, winkels, hotelle, motelle, gastehuisse, woongeboue, wooneenhede, vermaaklikheidsplekke, sport en ontspanningsfasiliteite, verversingsplekke, openbare oopruimtes, openbare strate, wateroppervlakke, parkeerterreine en parkeergarages, voetgangerdeurlope, lugbrug vir voetgangers en/of winkels, munisipale doeleindes; en met die toestemming van die Stadsraad, die bepalings van klousule 18 van die Dorpsbeplanningskema uitgesluit, vir ander doeleindes; onderworpe aan die volgende voorwaardes:

1. Die bruto vloeroppervlakte van alle geboue in Figuur 1 moet nie 200 000 m² oorskry nie: Met dien verstande dat die bruto kleinhandelvloeroppervlakte nie 60 000 m² moet oorskry nie.
2. (1) 'n Terreinontwikkelingsplan en 'n landskapontwikkelingsplan, tensy anders bepaal deur die Stadsraad, opgestel deur 'n persoon wat tot tevredenheid van die Stadsraad toepaslik gekwalifiseer is, moet aan die Stadsraad voorgelê word vir goedkeuring voor die indiening van bouplanne.
(2) Die belandskapping ingevolge die landskapontwikkelingsplan moet gelyktydig met die voltooiing van die ontwikkeling, of enige fase daarvan, voltooi wees. Die volgehoue instandhouding van die landskapontwikkeling moet tot tevredenheid van die Stadsraad wees.
3. Afgemerkte parkeerruimtes met 'n permanente stofvrye oppervlak, tesame met die nodige beweegruimte, moet tot tevredenheid van die Stadsraad volgens Tabel H1 van die Pretoria-dorpsbeplanningskema, 1974 op Figuur 1 voorsien en in stand gehou.
4. Alle dele van Figuur 1 waarop motorvoertuie mag beweeg of parkeer, moet van 'n permanente stofvrye oppervlak voorsien word, welke oppervlak tot tevredenheid van die Stadsraad geplavei, gedreineer en in stand gehou moet word.
5. Ingange na en uitgange vanaf Figuur 1 moet tot tevredenheid van die Stadsraad geplaas, gebou en in stand gehou word.
6. Laaigeriewe moet tot tevredenheid van die Stadsraad op Figuur 1 voorsien word.



GOEDGEKEUR / APPROVED

AFGEKONDIG OP : 23/05/2001
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COME INTO OPERATION ON :
STAD TSHWANE METROPOLITAANSE MUNISIPALITEIT
CITY OF TSHWANE METROPOLITAN MUNICIPALITY

n. UITVOERENDY DIREKTOR: STADSELIKE BEPLANNING
EN ONTWIKKELING
f. EXECUTIVE DIRECTOR: CITY PLANNING AND DEVELOPMENT

KODE 3
CODE

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

BYLAE
ANNEXURE

B

6196

WYSIGINGSKEMA
AMENDMENT SCHEME

8680

VEL
SHEET

7

VAN
OF

8

VELLE
SHEETS

VIR ERFBESKRYWING SIEN VEL 3 HIERVAN

7. Permanente nie verwyderbare fisiese versperrings moet tot tevredenheid van die Stadsraad op die straatgrense van Figuur 1 (goedgekeurde in- en uitgange uitgesluit), opgerig en in stand gehou word.
8. Die voorgestelde ontwikkeling moet die ekologie, toeganklikheid en estetika van die Apiesrivier verhoog.



GOEDGEKEUR / APPROVED

AFGEKONDIG OP : 23/05/2001

PROMULGATED ON :

TREE IN WERKING OP : 23/05/2001

COME INTO OPERATION ON :

STAD TSHWANE METROPOLITAANSE MUNISIPALITEIT
CITY OF TSHWANE METROPOLITAN MUNICIPALITY

n. UITVOERENDE DIREKTOR : STEDELIKE BEPLANNING
EN ONTWIKKELING
f. EXECUTIVE DIRECTOR - CITY PLANNING AND DEVELOPMENT

KODE
CODE

3

PRETORIA

-DORPSBEPLANNINGSKEMA
TOWN-PLANNING SCHEME

1974

MAP
KAART

3

WYSIGINGSKEMA
AMENDMENT SCHEME

4935

VEL
SHEET

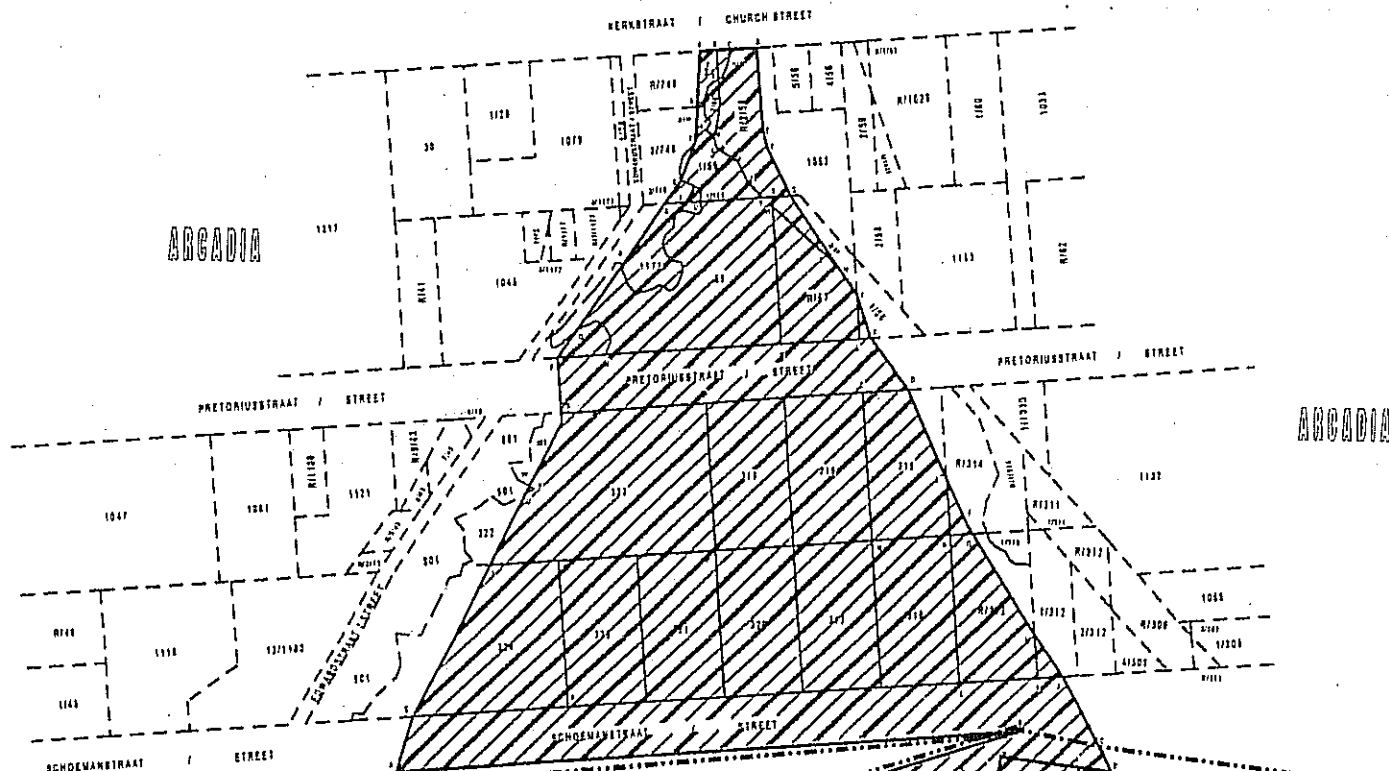
1

VAN
OF

1

VEL
SHEET

VIR ERFBESKRYWING SIEN VEL 1 HIERVAN
FOR ERF DESCRIPTION SEE SHEET 1 HEREOF



APPENDIX 2 – LAND USE RIGHTS
(clause 10.1 of the Agreement)

ERF NO.	TITLE DEED NO.	ZONING
Erf 67	T46292/1986	Special*
Remaining extent of Portion 1 of Erf 34	T30929/1986	Special
Portion 2 of Erf 34	T49001/1983	Special
Portion 2 or Erf 37	T49001/1983	Special
Portion 1 of Erf 38	T49001/1983	Special
Erf 73	T70569/1997	Special
Remaining Extent of Portion 1 of Erf 37	T37384/1970	Special
Erf 50	T3314/1971	Special
Remaining Extent of Erf 50	T 24214/1968	Special
Erf 69	T000040515/2002	Special
Portion 2 of Erf 39	T12035/1971	Special
Portion 3 of Erf 44	T000040315/2002	General business
Erf 76	T008414/03	Special
Erf 77	T008414/03	Special

* Properties with Special zoning may only be used for the purpose of educational facilities, business buildings, offices, shops, hotels, motels, guest houses, residential buildings, residential units, places of amusement, sport and recreational facilities, places of refreshment, public open space, public streets, water areas, parking sites and parking garages, pedestrian malls, an air bridge for pedestrians and/or shops, municipal purposes; and with the consent of the City Council, for other purposes.

