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Department:
Economic Development, Environment, Conservation and Tourism
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



AgriCentre Building
Cnr. Dr. James Moroka
Stadium
MMABATHO 2735

CHIEF DIRECTORATE: ENVIRONMENTAL SERVICES
DIRECTORATE: ENVIRONMENTAL QUALITY MANAGEMENT

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APPLICATION FORM FOR ENVIRONMENTAL AUTHORISATION

(For official use only)

File Reference Number:
NEAS Reference Number:
Application Fee Reference Number:
Date Received:

Application for authorisation in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Environmental Impact Assessment Regulations, 2014

PROJECT TITLE

APPLICATION FOR AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT FOR THE PROPOSED DEVELOPMENT OF A VARIOUS PORTIONS OF THE FARM ROOIKOPPIES 297-JQ, RUSTENBURG LOCAL MUNICIPALITY, NORTH-WEST PROVINCE.

Kindly note that:

1. This form must always be used for applications that must be subjected to Basic Assessment or Scoping & Environmental Impact Reporting where this Department is the competent authority.
2. This form is current as of December 2014. It is the responsibility of the applicant to ascertain whether subsequent versions of the form have been published or produced by the competent authority.
3. A proponent must pay a fee for the processing of environmental impact assessment applications as set out in the Fee Regulations¹ published in terms of sections 24(5) and 44(1) of the National Environmental Management Act, 1998 (Act No. 107 of 1998). A fee of **R2 000** is applicable to an application which must be subjected to **Basic Assessment** and an application for **amendment of an environmental authorisation**, and a fee of **R10 000** is applicable to an application which must be subjected to **Scoping and Environmental Impact Reporting**.

An applicant is excluded from having to pay the application fee if:

- o The activity is a community based project funded by a government grant; or
- o The applicant is an organ of State



Together we move North West forward.



4. The application must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. Spaces are provided in tabular format and will extend automatically when each space is filled with typing.
5. The use of "not applicable" in the form must be done with circumspection. Incomplete applications or applications that do not meet the requirements in terms of Regulation 16 of the 2014 NEMA EIA Regulations will be rejected to be revised and be resubmitted.
6. Unless protected by law, all information filled in on this application will become public information on receipt by the competent authority. Any interested and affected party should be provided with the information contained in this application on request, during any stage of the application process.
7. An application for environmental authorisation/amendment lapses if the applicant fails to meet any of the timeframes prescribed in terms of the 2014 EIA Regulations. The applicant must comply with the Project Time Schedule.
8. This application must be handed in at the offices of the relevant competent authority as determined by the Act and regulations.
9. All EIA applications submitted to this Department must be accompanied by a screening report as required in terms of Regulation 16(1)(v) of the 2014 EIA Regulations. The screening tool can be accessed on the following link: <https://screening.environment.gov.za/screeningtool/#/pages/welcome>
10. All reports to be submitted in respect of this application must comply with the content layout requirements stipulated/described in relevant appendices of the 2014 EIA Regulations (i.e. Appendix 1 – 7)

Queries must be addressed to the contact hereunder:

Departmental Details/Provincial Authority

Physical address:

Department of Economic, Development, Environment, Conservation and Tourism

Agricentre Building

Cnr. Dr. James Moroka & Stadium Road
Mmabatho
2735
Tel: 018-389 5959/5156

The signed Application Form together with proof of payment must be couriered for attention EIA Administrator: Office 36 at Agricentre Building, Mmabatho.

BANKING DETAILS FOR PAYMENT:

BANK:	First National Bank
Account name:	NW: Department of Economic, Development, Environment, Conservation and Tourism
Account No:	62811734848
Branch Code:	210244
Reference:	1419EA + Municipal District Code (e.g. 1419EANMM)

District Codes (BOJ=Bojanala, NMM=Ngaka Modiri Molema, DKK=Dr Kenneth Kaunda, RSM=Dr Ruth Segomotsi Mompati)



SITE IDENTIFICATION AND LINKAGE

Please indicate all the Surveyor-general 21 digit site (erf/farm/portion) reference numbers for all sites (including portions of sites) that are part of the application.

T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	0	1	6
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	0	5	7
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	0	5	8
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	1	9	4
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	1	9	5
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	1	9	8
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	1	9	9
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	0
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	1
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	2
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	3
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	4
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	5
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	6
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	2	0	7
T	0	J	Q	0	0	0	0	0	0	0	0	0	2	9	7	0	0	3	5	5

(if there are more that 6, please attach a list with the rest of the numbers)

(These numbers will be used to link various different applications, authorisations, permits etc. that may be connected to a specific site)



PROJECT DESCRIPTION

Please provide a detailed description of the project.

It is proposed that the ±120 hectare site be developed as a predominantly residential area, but with all associated community facilities and amenities, which would include community centres, churches, educational and other institutional facilities, business opportunities for local shopping and retail, parks and open spaces. The envisaged residential uses would be for the low and middle income levels of the community with a mix of diverse affordable housing types and densities.

As there is a small watercourse through the site, the wetland area and an appropriate protective buffer zone will be set aside as conservation area and for the management of stormwater runoff from the developed areas.

The project will include the provision of all bulk and internal services and infrastructure, including roads, water, sewerage, power and stormwater management. A sewerage treatment plant will need to be provided to manage sewage effluent and a water reservoir to store potable water.

The purposes of the establishment of this new housing area is because the applicant wishes to relocate and resettle the existing MMmadithlokwa informal settlement and part of the Lapologang informal settlements, that are currently located on the Tharisa Mine footprint, to an area of formal housing, services, amenities and facilities.

PLEASE INDICATE WHICH SECTOR THE PROJECT FALLS UNDER BY CROSSING OUT THE RELEVANT BLOCK IN THE TABLE BELOW:

Table 1: National Sector Classification in terms of Regulation 9 of the 2014 EIA Regulations

Infrastructure /Transport Services/Roads - Public	
Infrastructure /Transport Services/Roads - Private	
Infrastructure /Transport Services/Rail - Public	
Infrastructure /Transport Services/Rail - Private	
Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Commercial	
Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Private	
Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Public Services	
Infrastructure /Transport Services - Ports	
Infrastructure /Transport Services - Inland Waterways	
Infrastructure /Transport Services - Marina	
Infrastructure /Transport Services - Canal	
Infrastructure /Localised infrastructure - Infrastructure in the Sea/Estuary/Littoral Active Zone/Development Setback/100M Inland/or coastal public property.	
Infrastructure /Localised infrastructure - Zip Lines & Foefie Slides	
Infrastructure /Localised infrastructure - Cableway or Funiculars	



Infrastructure /Localised infrastructure - Billboards	
Infrastructure /Localised infrastructure/Storage/Dangerous Goods/Hydrocarbon - Gas	
Infrastructure /Localised infrastructure/Storage/Dangerous Goods/Hydrocarbon - Petroleum	
Infrastructure /Localised infrastructure/Storage/Dangerous good – Chemicals	
Utilities Infrastructure/Pipelines/water - Fresh/Storm Water	X
Utilities Infrastructure/Pipelines/water - Waste Water	
Utilities Infrastructure/Pipelines/Dangerous Goods - Chemicals	
Utilities Infrastructure/Pipelines/Hydrocarbon – Petroleum	
Utilities Infrastructure/Pipelines/Hydrocarbon - Gas	
Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Tower	
Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Mast	
Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Receivers	
Utilities Infrastructure - Marine Cables	
Utilities Infrastructure/Electricity /Generation/Non Renewable/Hydrocarbon - Petroleum	
Utilities Infrastructure/Electricity /Generation/Non Renewable/Hydrocarbon - Coal	
Utilities Infrastructure/Electricity /Generation/Non Renewable - Nuclear	
Utilities Infrastructure/Electricity /Generation/Renewable - Hydro	
Utilities Infrastructure/Electricity /Generation/Renewable/Solar - PV	
Utilities Infrastructure/Electricity /Generation/Renewable/Solar - CSP	
Utilities Infrastructure/Electricity /Generation/Renewable - Wind	
Utilities Infrastructure/Electricity /Generation/Renewable - Biomass/ biofuels	
Utilities Infrastructure/Electricity /Generation/Renewable - Wave	
Utilities Infrastructure/Electricity /Distribution and Transmission - Power line	
Utilities Infrastructure/Electricity /Distribution and Transmission – Substation	
Utilities Infrastructure/Gas /Distribution and Transmission – Compressor Station	
Services/Waste Management Services/Disposal facilities - Hazardous	
Services/Waste Management Services/Disposal facilities - Nuclear	
Services/Waste Management Services/Disposal facilities - General	X



Services/Waste Management Services/Treatment facilities - Hazardous	
Services/Waste Management Services/Treatment facilities - General	
Services/Waste Management Services/Storage Facilities - General	
Services/Waste Management Services/Storage Facilities - Hazardous	
Services/Waste Management Services/Storage Facilities - Nuclear	
Services/Burial and cemeteries - Cemeteries	
Services/Burial and cemeteries - Cremators	
Services/Water services/Storage - Dams	
Services/Water services/Storage - Reservoirs	X
Services/Water services - Desalination	
Services/Water services - Treatment & Waste Water	X
Services - Hospitality	
Mining - Prospecting rights	
Mining - Mining Permit	
Mining - Mining Right	
Mining/Exploration Right - Gas or Oil Marine	
Mining/Exploration Right - Gas or Oil Terrestrial	
Mining/Production Right - Gas or Oil Marine	
Mining/Production Right - Gas or Oil Terrestrial	
Mining/Underground gasification of coal - Oil	
Mining/Beneficiation - Hydrocarbon	
Mining/Beneficiation - Mineral	
Agriculture/Forestry/ Fisheries - Crop Production	
Agriculture/Forestry/ Fisheries - Animal Production	
Agriculture/Forestry/ Fisheries - Afforestation	
Agriculture/Forestry/ Fisheries/Aquaculture/Inland- Alien	
Agriculture/Forestry/ Fisheries/Aquaculture/Inland- Indigenous	
Agriculture/Forestry/ Fisheries/Aquaculture/Marine - Alien	



Agriculture/Forestry/ Fisheries/Aquaculture/Marine - Indigenous	
Agriculture/Forestry/ Fisheries - Agro-Processing	
Transformation of land - Indigenous vegetation	X
Transformation of land - From open space or Conservation	
Transformation of land - From agriculture or afforestation	X
Transformation of land - From mining or heavy industrial areas	
Any activities within or close to a watercourse	X
Any activity in an estuary, on the seashore, in the littoral active zone, or in the sea.	
Activity requiring permit or licence in terms of National or Provincial legislation governing the release or generation of emissions - Emissions	
Activity requiring permit or licence - Marine Effluent	
Activity requiring permit or licence - Fresh Water Effluent	
Release of Genetically Modified Organisms	

1. BACKGROUND INFORMATION

Project applicant:	Homes 2000 (Pty) Ltd		
Trading name (if any):	Homes 2000 (Pty) Ltd		
Contact person:	Keshia Mthimunye		
Physical address:	110 Boeing Road East, Bedfordview, 2008		
Postal address:	PO Box 3800, EDENVALE		
Postal code:	1610	Cell:	064 757 9651
Telephone:	011 454 2273/4	Fax:	011 454 2268
E-mail:	H2000@iafrica.com H2000keshia@mweb.co.za		

Landowner:	See Appendix 1		
Contact person:			
Postal address:			
Postal code:		Cell:	
Telephone:		Fax:	
E-mail:			

In instances where there is more than one landowner, please attach a list of landowners with their contact details to this application.



Local authority in whose jurisdiction the proposed activity will fall:

Municipal Ward No:

Nearest town or districts:

Contact person:

Postal address:

Postal code:

Telephone:

E-mail:

Rustenburg Local Municipality, North West Province (Bojona District Municipality)

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Rustenburg

Kelebogile Mekgoe

PO Box 16, RUSTENBURG

0300

Cell:

018 487 8294

Fax:

kmekgoe@rustenburg.gov.za

2. ACTIVITIES APPLIED FOR TO BE AUTHORISED

For an application for authorisation that involves more than one listed or specified activity that, together, make up one development proposal, all the listed activities pertaining to this application must be indicated.

Indicate the number and date of the relevant notice:	Activity No (s) and Activity Description (in terms of the relevant notice)	Describe each listed activity as per project description
GN.R. 983, 4 December 2014	9. The development of infrastructure exceeding 1 000 metres in length for the bulk transportation of water or storm water— (i) with an internal diameter of 0,36 metres or more; or (ii) with a peak throughput of 120 litres per second or more; excluding where— (a) such infrastructure is for bulk transportation of water or storm water or storm water drainage inside a road reserve or railway line reserve; or (b) where such development will occur within an urban area.	Installation of stormwater infrastructure to address stormwater runoff on the site, which infrastructure may trigger the Regulation threshold of more than 1000 metres in length
GN.R. 983, 4 December 2014	10. The development and related operation of infrastructure exceeding 1 000 metres in length for the bulk transportation of sewage, effluent, process water, waste water, return water, industrial discharge or slimes –	Installation of infrastructure for disposal of sewerage on the site, which infrastructure may trigger the Regulation threshold of more than 1000 metres in length



	<p>(i) with an internal diameter of 0,36 metres or more; or</p> <p>(ii) with a peak throughput of 120 litres per second or more;</p> <p>excluding where—</p> <p>(a) such infrastructure is for the bulk transportation of sewage, effluent, process water, waste water, return water, industrial discharge or slimes inside a road reserve or railway line reserve; or</p> <p>(b) where such development will occur within an urban area.</p>	
GN.R. 983, 4 December 2014	<p>12. The development of—</p> <p>(i) dams or weirs, where the dam or weir, including infrastructure and water surface area, exceeds 100 square metres; or</p> <p>(ii) infrastructure or structures with a physical footprint of 100 square metres or more;</p> <p>where such development occurs—</p> <p>(a) within a watercourse;</p> <p>(b) in front of a development setback; or</p> <p>(c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse; —</p> <p>excluding—</p> <p>(aa) the development of infrastructure or structures within existing ports or harbours that will not increase the development footprint of the port or harbour;</p> <p>(bb) where such development activities are related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies;</p> <p>(cc) activities listed in activity 14 in Listing Notice 2 of 2014 or activity 14 in Listing Notice 3 of 2014, in which case that activity applies;</p> <p>(dd) where such development occurs within an urban area;</p> <p>(ee) where such development occurs within existing roads,</p>	Wetland conditions are present on site, which will be retained for open space, however, various infrastructure, such as roads, sewers, water pipelines and electricity cables, exceeding 100m ² will need to cross the watercourse and also be placed along and parallel to the water course.



	<p>road reserves or railway line reserves; or</p> <p>(ff) the development of temporary infrastructure or structures where such infrastructure or structures will be removed within 6 weeks of the commencement of development and where indigenous vegetation will not be cleared.</p>	
GN.R. 983, 4 December 2014	13. The development of facilities or infrastructure for the off-stream storage of water, including dams and reservoirs, with a combined capacity of 50 000 cubic metres or more, unless such storage falls within the ambit of activity 16 in Listing Notice 2 of 2014.	Provision of water to supply the community on site will need to be stored, to ensure there is reserve water. A reservoir will need to be constructed that falls within the threshold
GN.R. 983, 4 December 2014	<p>19. The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from a watercourse;</p> <p>but excluding where such infilling, depositing, dredging, excavation, removal or moving—</p> <p>(a) will occur behind a development setback;</p> <p>(b) is for maintenance purposes undertaken in accordance with a maintenance management plan;</p> <p>(c) falls within the ambit of activity 21 in this Notice, in which case that activity applies;</p> <p>(d) occurs within existing ports or harbours that will not increase the development footprint of the port or harbour; or</p> <p>(e) where such development is related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies.</p>	Wetland conditions are present on site, which will be retained for open space, however, various infrastructure, such as roads, sewers, water pipelines and electricity cables will need to cross the watercourse and also be placed along and parallel to the water course and these activities will require that there is excavation, removal and / or depositing of soil within the wetland/ watercourse area
GN.R. 983, 4 December 2014	25. The development and related operation of facilities or infrastructure for the treatment of effluent, wastewater or sewage	The provision of a sewerage treatment facility will be required to treat and manage sewerage from the development, the



	with a daily throughput capacity of more than 2 000 cubic metres but less than 15 000 cubic metres.	volumes of which will trigger the listed threshold.
GN.R. 983, 4 December 2014	26. Residential, retail, recreational, tourism, commercial or institutional developments of 1 000 square metres or more, on land previously used for mining or heavy industrial purposes; — excluding — (i) where such land has been remediated in terms of part 8 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) in which case the National Environmental Management: Waste Act, 2008 applies; or (ii) where an environmental authorisation has been obtained for the decommissioning of such a mine or industry in terms of this Notice or any previous NEMA notice; or (iii) where a closure certificate has been issued in terms of section 43 of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002) for such land	A small part of the site has been subject to mining, which has been rehabilitated.
GN.R. 983, 4 December 2014	27. The clearance of an area of 1 hectares or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for- (i) the undertaking of a linear activity; or (ii) maintenance purposes undertaken in accordance with a maintenance management plan.	Transformation of the land for development of residential uses and associated social facilities, roads and infrastructure, will result in the clearance of indigenous vegetation that may exceed one hectare, but less than 20 hectares.
GN.R. 983, 4 December 2014	28. Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, game farming, equestrian purposes or afforestation on or after 01 April 1998 and where such development:	Transformation of the land for development of residential uses and associated social facilities, roads and infrastructure, is to occur on land that is being partly utilized for agricultural purposes



	<p>(i) will occur inside an urban area, where the total land to be developed is bigger than 5 hectares; or</p> <p>(ii) will occur outside an urban area, where the total land to be developed is bigger than 1 hectare;</p> <p>excluding where such land has already been developed for residential, mixed, retail, commercial, industrial or institutional purposes.</p>	
GN.R. 984, 4 December 2014	<p>15. The clearance of an area of 20 hectares or more of indigenous vegetation, excluding where such clearance of indigenous vegetation is required for—</p> <p>(i) the undertaking of a linear activity; or</p> <p>(ii) maintenance purposes undertaken in accordance with a maintenance management plan.</p>	Transformation of the land for development of residential uses and associated social facilities, roads and infrastructure, will result in the clearance of indigenous vegetation that will exceed 20 hectares
GN.R. 985, 4 December 2014	<p>12. The clearance of an area of 300 square metres or more of indigenous vegetation except where such clearance of indigenous vegetation is required for maintenance purposes undertaken in accordance with a maintenance management plan.</p> <p>(a) In Eastern Cape, Free State, Gauteng, Limpopo, <u>North West</u> and Western Cape provinces:</p> <p>i. Within any critically endangered or endangered ecosystem listed in terms of section 52 of the NEMBA or prior to the publication of such a list, within an area that has been identified as critically endangered in the National Spatial Biodiversity Assessment 2004;</p> <p>ii. Within critical biodiversity areas identified in bioregional management plan</p> <p>iii. Within the littoral active zone or 100 metres inland from high water mark of the sea or an estuarine functional zone,</p>	Transformation of the land for development of residential uses and associated social facilities, roads and infrastructure, may result in the clearance of some indigenous vegetation exceeding 300m ² in the CBA areas of the site.



	<p>whichever distance is the greater, excluding where such removal will occur behind the development setback line on erven in urban areas; or</p> <p>iv. On land, where, at the time of the coming into effect of this Notice or thereafter such land was zoned open space, conservation or had an equivalent zoning.</p>	
GN.R. 985, 4 December 2014	<p>14. The development of —</p> <p>(i) dams or weirs, where the dam or weir, including infrastructure and water surface area exceeds 10 square metres; or</p> <p>(ii) infrastructure or structures with a physical footprint of 10 square metres or more;</p> <p>where such development occurs—</p> <p>(a) within a watercourse;</p> <p>(b) in front of a development setback; or</p> <p>(c) if no development setback has been adopted, within 32 metres of a watercourse, measured from the edge of a watercourse;</p> <p>h. North West</p> <p>iv. Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority;</p>	Wetland conditions are present on site, which will be retained for open space, however, various infrastructure, such as roads, sewers, water pipelines and electricity cables, exceeding 10m ² will need to cross the watercourse and also be placed along and parallel to the water course and may occur in the Provinces CBA areas.

Please note that any authorisation that may result from this application will only cover activities specifically applied for.
Is the application fee for Environmental Authorisation Paid?

Yes	No
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3. SOCIO-ECONOMIC BENEFITS

3.1 What is the expected capital value to be contributed for North West Province Growth Domestic Product?

R531 187 000.00

3.2 How many new employment opportunities will be created in the development phase?

400

3.3 How many permanent employment opportunities will be created during operational phase?

110

3.4 What is the estimated conclusion date of the activity or activities applied for (excluding activities that have operational phase)?

July 2021



4 OTHER AUTHORISATIONS REQUIRED

4.1 DO YOU NEED ANY AUTHORISATIONS IN TERMS OF ANY OF THE FOLLOWING LAWS?

- 4.1.1 National Environmental Management: Waste Act No
- 4.1.2 National Environmental Management: Air Quality Act No
- 4.1.3 National Environmental Management: Protected Areas Act No
- 4.1.4 National Environmental Management: Biodiversity Act No
- 4.1.5 Mineral Petroleum Development Resources Act No
- 4.1.6 National Water Act Yes/
- 4.1.7 National Heritage Resources Act No
- 4.1.8 Other (please specify) No
- 4.2 Have such applications been lodged already? No

5 ACTIVITY POSITIONS

Indicate the position of the activity using the latitude and longitude of the centre point of the site for each alternative site. The co-ordinates should be in degrees, minutes and seconds using the Hartebeeshoek94 WGS84 co-ordinate system.

Description of Site Locations:

List alternative sites, if applicable.

The description of site locations must include farm names, farm portions, erf numbers, erven numbers etc

Alternative Site 1 (preferred or only site alternative)	The site comprises of 17 Portions of the Farm Rooikoppies 297-JQ, ie RE/16, 57, 58, RE/194, RE/195, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207 and 355. These Portions measure a total of approximately 119 hectares, which are located to the east and south east of the village of Marikana, west and north of the Tharisa Chrome Mine. The site is within the Local Municipal area of Rustenburg, Bojanala District
Alternative Site 2	Not applicable
Alternative Site 3	Not applicable

Site Co-ordinates

	Latitude (S):			Longitude (E):		
Alternative S1 (preferred or only site alternative)	25°	42'	41"	27°	29'	56"
Alternative S2 (if any)	0	'	"	0	'	"
Alternative S3 (if any)	0	'	"	0	'	"



In the case of linear activities:

Alternative:

Latitude (S):

Longitude (E):

Alternative S1 (preferred or only route alternative)

- Starting point of the activity
- Middle/Additional point of the activity
- End point of the activity

0	'	"	0	'	"
0	'	"	0	'	"
0	'	"	0	'	"

Alternative S2 (if any)

- Starting point of the activity
- Middle/Additional point of the activity
- End point of the activity

0	'	"	0	'	"
0	'	"	0	'	"
0	'	"	0	'	"

Alternative S3 (if any)

- Starting point of the activity
- Middle/Additional point of the activity
- End point of the activity

0	'	"	0	'	"
0	'	"	0	'	"
0	'	"	0	'	"

LIST OF APPENDICES SUBMITTED

Appendix 1	List of land owners (with contact details) and proof of notification of land owners.	YES	<input checked="" type="checkbox"/>
Appendix 2	List of co-ordinates and/or SGIDs for more activities in different areas	<input checked="" type="checkbox"/>	N/A
Appendix 3	Copies of Environmental Authorisations obtained for the same property	YES	<input checked="" type="checkbox"/>
Appendix 4	Map indicating study areas for GN R.985	YES	<input checked="" type="checkbox"/>
Appendix 5	Project schedule	YES	<input checked="" type="checkbox"/>
Appendix 6	Proof of payment	YES	<input checked="" type="checkbox"/>



8 DECLARATION BY APPLICANT

I, D.A. MATHER, in my personal capacity or duly authorized thereto hereby declare/affirm all the information submitted or to be submitted as part of the application is true and correct, and that I:-

- am fully aware of my responsibilities in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("NEMA") as amended, the Environmental Impact Assessment Regulations ("EIA Regulations") in terms of NEMA (Government Notice No. R. 982 refers) and any relevant specific environmental management act and that failure to comply with these requirements may constitute an offence in terms of relevant environmental legislation;
- appointed the environmental assessment practitioner, where applicable, which meets all the requirements in terms of Regulation 13 of GN No. R. 982 to act as independent environmental assessment practitioner for this application;
- will provide the environmental assessment practitioner and specialist, where applicable, and the competent authority with access to all information at my disposal that is relevant to the application;
- will be responsible for the costs incurred in complying with the NEMA EIA Regulations, 2014 and other environmental legislation including but not limited to –
 - costs incurred in connection with the appointment of the environmental assessment practitioner or any person contracted by the environmental assessment practitioner;
 - costs incurred in respect of the undertaking of any process required in terms of the regulations;
 - costs in respect of any fee prescribed by the Minister or MEC in respect of the regulations;
 - costs in respect of specialist reviews, if the competent authority decides to recover costs; and
 - the provision of security to ensure compliance with applicable management and mitigation measures;
- am responsible for complying with conditions that may be attached to any decision(s) issued by the competent authority;
- will ensure that the environmental assessment practitioner is competent to comply with the requirements of NEMA EIA Regulations, 2014 and other environmental legislation;
- hereby indemnify, the government of the Republic, the competent authority and all its officers, agents and employees, from any liability arising out of the content of any report, any procedure or any action for which the applicant or Environmental Assessment Practitioner is responsible in terms of the NEMA EIA Regulations, 2014 and any Specific Environmental Management Act; and
- will not hold the competent authority responsible for any costs that may be incurred by the applicant in proceeding with an activity prior to an appeal being decided (if there is an appeal) in terms of the NEMA Regulations, 2014.
- I realise that a false declaration is an offence and is punishable in terms of Section 49B of the Act


Signature of the applicant

Homes 2000 (Pty) Ltd

Name of company

29 OCTOBER 2019
Date July 2021



7 DECLARATION BY THE EAP





dedect

Department:
Economic Development, Environment, Conservation and Tourism
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



AgriCentre Building
Cnr. Dr. James Moroka
& Stadium Rd
Private Bag X2039
MMABATHO
2735
www.nwpg.gov.za

CHIEF DIRECTORATE: ENVIRONMENTAL SERVICES
DIRECTORATE: ENVIRONMENTAL QUALITY MANAGEMENT

Enquiries: Ouma Skosana
Tel: +27 (18) 389 5156
Email: oskosana@nwpg.gov.za
Fax: +27(18) 384 0104

DETAILS OF EAP AND DECLARATION OF INTEREST

File Reference Number:	(For official use only)
NEAS Reference Number:	
Date Received:	

Application for authorisation in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Environmental Impact Assessment Regulations, 2014

PROJECT TITLE

APPLICATION FOR AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT FOR THE PROPOSED DEVELOPMENT OF A VARIOUS PORTIONS OF THE FARM ROOKOPPES 297-JQ, RUSTENBURG LOCAL MUNICIPALITY, NORTH-WEST PROVINCE

1. Details of EAP

Environmental Assessment Practitioner (EAP):¹	Seaton Thomson and Associates CC		
Contact person:	Judy Johnston		
Postal address:	P O Box 936, IRENE		
Postal code:	0062	Cell:	082 920 6115
Telephone:	012 667 2107	Fax:	086 218 9637
E-mail:	seaton@yebo.co.za		
Professional affiliation(s) (if any)	B.Sc Town and Regional Planning from University of the Witwatersrand, 1978, with ±30 years experience, including ±12 years environmental impact assessment, environmental management and environmental planning experience. Have undertaken numerous EIA applications for authorisation under the ECA in all Provinces in SA, including diverse land use development applications, certain infrastructure, filling stations, game lodges in conservation areas.		
Project Consultant:	Seaton Thomson and Associates CC		



Together we move North West forward.



Contact person:	Judy Johnston		
Postal address:	P O Box 936, IRENE		
Postal code:	0062	Cell:	082 920 6115
Telephone:	012 667 2107	Fax:	086 218 9637
E-mail:	seaton@yebo.co.za		

2. Declaration by Environmental Assessment Practitioner

I, **JUDITH JOHNSTON** (Name of person representing EAP) of **SEATON THOMSON AND ASSOCIATES CC** (name of company) declare that;

- I act as the independent environmental practitioner in this application
- I will perform the work relating to the application in an objective manner, even if this results in views and findings that are not favourable to the applicant
- I declare that there are no circumstances that may compromise my objectivity in performing such work;
- I have expertise in conducting environmental impact assessments, including knowledge of the Act, regulations and any guidelines that have relevance to the proposed activity;
- I will comply with the Act, Regulations and all other applicable legislation;
- I will take into account, to the extent possible, the matters listed in Regulation 18 of the regulations when preparing the application and any report relating to the application;
- I have no, and will not engage in, conflicting interests in the undertaking of the activity;
- I undertake to disclose to the applicant and the competent authority all material information in my possession that reasonably has or may have the potential of influencing - any decision to be taken with respect to the application by the competent authority; and - the objectivity of any report, plan or document to be prepared by myself for submission to the competent authority;
- I will ensure that information containing all relevant facts in respect of the application is distributed or made available to interested and affected parties and the public and that participation by interested and affected parties is facilitated in such a manner that all interested and affected parties will be provided with a reasonable opportunity to participate and to provide comments on documents that are produced to support the application;
- I will ensure that the comments of all interested and affected parties are considered and recorded in reports that are submitted to the competent authority in respect of the application, provided that comments that are made by interested and affected parties in respect of a final report that will be submitted to the competent authority may be attached to the report without further amendment to the report;
- **I will keep a register of all interested and affected parties that participated in a public participation process; and**
- **I will provide the competent authority with access to all information at my disposal regarding the application, whether such information is favourable to the applicant or not**
- **all the particulars furnished by me in this form are true and correct;**
- **will perform all other obligations as expected from an environmental assessment practitioner in terms of the Regulations; and**
- **I realise that a false declaration is an offence in terms of Regulation 48 and is punishable in terms of section 49B (2) of the Act.**

3. Disclosure of Vested Interest (delete whichever is not applicable)



*Details of EAP and Declaration of Interest
EIA Regulations, 2014*



- I do not have and will not have any vested interest (either business, financial, personal or other) in the proposed activity proceeding other than remuneration for work performed in terms of the Environmental Impact Assessment Regulations, 2014;
- I have a vested interest in the proposed activity proceeding, such vested interest being: N/A

Thomson

Signature of the Environmental Assessment Practitioner

SEATON THOMSON & ASSOCIATES CC

Name of company

Date 11/9/2019

Signature of the Commissioner of Oaths

Date

11/9/2019

Designation

Official stamp:

ROBIN PETER GERHOLD
 Commissioner of Oaths
 Ex Officio Practising Attorney
 1st Floor, Victoria Gate West
 Hyde Park Office Park
 Hyde Lane, Hyde Park
 Tel: 011 325 1943

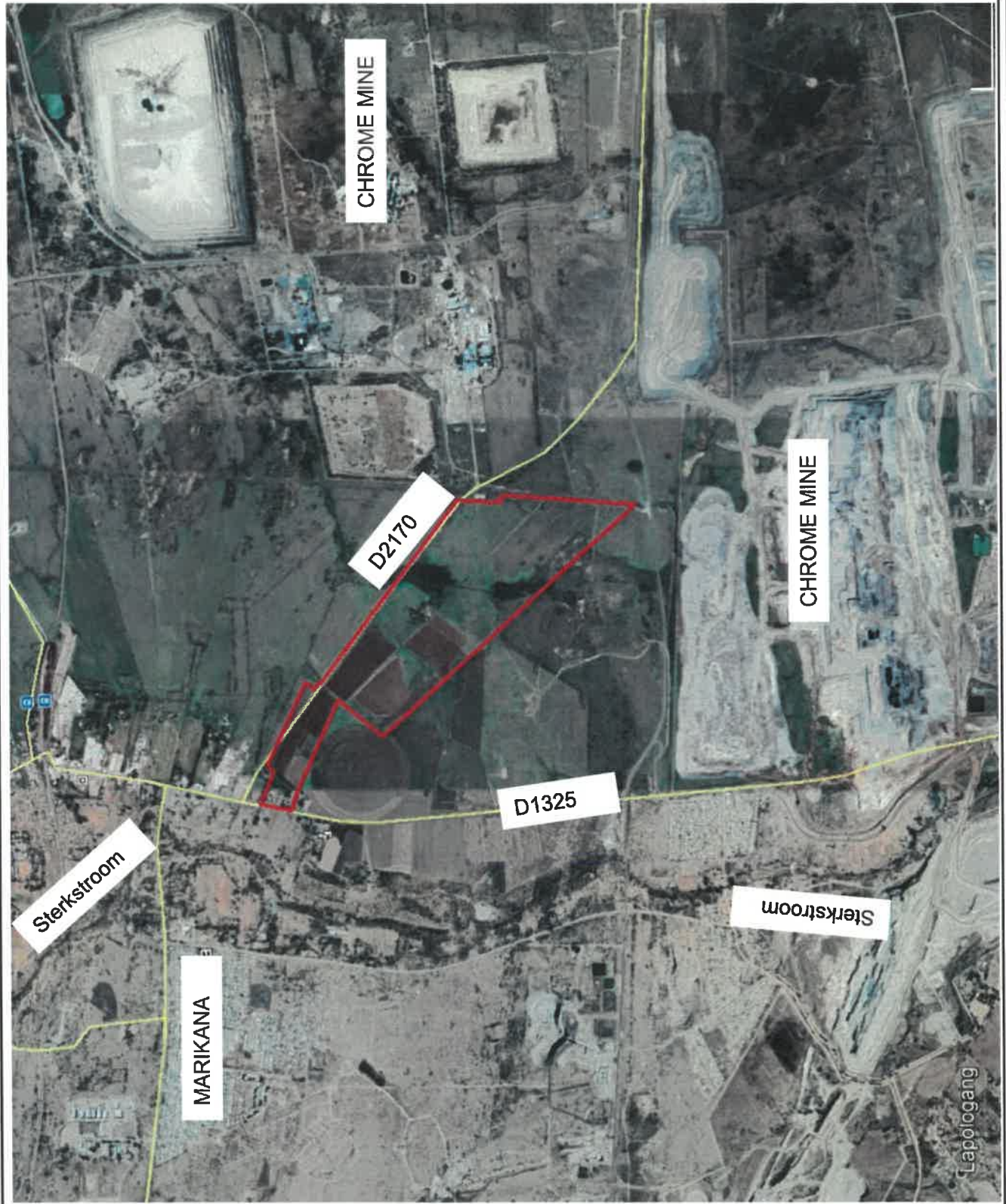
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LOCALITY PLAN



LOCALITY PLAN: VARIOUS PORTIONS OF THE FARM ROOIKOPPIES 297-JQ



Legend



The Site

Coordinate System: GCS WGS 1984
Datum: WGS 1984
Units: Degree

Date: 2018-03-19



APPENDIX 1
LIST OF LAND OWNERS

Attached



ADDENDUM 1: LAND OWNERS CONSENT

Consent in terms of Regulation 39 of the 2014 NEMA EIA Regulations by the landowner or person in control of the land that the proposed activity/ies may be undertaken on the land in question

When to use this form

Note: This form must be completed when an application for amendment in terms of the 2014 NEMA EIA Regulations is submitted where the proposed amendment will impact on the activity undertaken/to be undertaken on the land or if the amendment relates to the transfer of rights and obligations.

Notes for completing and submitting this form

- (1) This form is current as of December 2014. It is the responsibility of the applicant to ascertain whether subsequent versions of the form have been released by the Department.
- (2) This form must be attached to the application form for amendment.
- (3) Unless protected by law, all information contained in the form will become public information.

CONTACT INFORMATION

Name of land owner/ person in control of the land	Western Platinum Ltd		
Trading name (if any):	Western Platinum Ltd		
Contact person:	Andre Korb		
Physical address:	35 Parkstr Rustenburg		
Postal address:	N/A		
Postal code:	N/A		
Telephone:	014-5928247	Cell:	072 215 2151
E-mail:	yamonate@mweb.co.za	Fax:	0865182296

CONSENT

1. I/we the undersigned (insert the name/s of the owner/s of the land)

Western Platinum Limited

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

Company Registration 196300358906

am/ are the registered owner/s of the property (insert description of the property/ies and title deed numbers)

PROPERTY	TITLE DEED NO.
Remainder of Portion 16 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 57 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 58 of the Farm Rooikoppies 297-JQ	T85488/2002
Remainder of Portion 194 of the Farm Rooikoppies 297-JQ	T85488/2002
Remainder of Portion 195 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 198 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 199 of the Farm Rooikoppies 297-JQ	T144090/2001
Portion 200 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 201 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 202 of the Farm Rooikoppies 297-JQ	T85487/2002
Portion 203 of the Farm Rooikoppies 297-JQ	T85487/2002
Portion 204 of the Farm Rooikoppies 297-JQ	T85488/2002
Portion 205 of the Farm Rooikoppies 297-JQ	T85487/2002
Portion 206 of the Farm Rooikoppies 297-JQ	T114090/2001
Portion 207 of the Farm Rooikoppies 297-JQ	T85488/2002

located at *(insert physical address or a brief description of the location of the property)*

Located to the north and west of the Tharisa Chrome Mine facilities and operations and to the south east of Marikana, Rustenburg, (Bojanala Platinum District) North West Province

2. I/ we hereby give consent to the applicant /person to whom the rights are to be transferred *(insert the name/s of the applicant/person/s)*

Homes 2000 (Pty) Ltd

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

Registration 2001/015596/07

to undertake the following activity(ies) on the property (*insert a brief description of the project and identified activity(ies) in question and amendment that will be applied for*):

Make application for Environmental Authorisation to the Competent Environmental Authority, the North West Provincial Department of Rural, Environment and Agricultural Development, for the development of various Portions of the Farm Rooikoppies 297-JQ, Rustenburg, in order to establish residential and other supportive facilities, amenities and land uses on the site.



Signature of land owner/person in control of the land or authorised representative

A. KORB

Name of authorised person if the landowner is a legal entity

21/01/2020.

Date

MEMORANDUM OF AGREEMENT

made and entered into by and between

WESTERN PLATINUM LTD

Registration number: 1963/03589/06

herein represented by

PETER McELLIGOTT

he being duly authorised thereto by a resolution of the Directors of the Company

(hereinafter referred to as the SELLER)

AND

YAMONATE TRUST

IT 11/2011

Herein represented by

**ANDRE KORB and MARIA MAGRETHA KORB and
CORNELIUS JOHANNES KORB and MARIKE KORB and KORNEL KORB
and JAN BUITENDAG ERASMUS**

Who warrants that they are the duly authorised Trustees who have taken a
Resolution for the purchase of the property concerned alternatively hereby takes
such resolution

(hereinafter referred to as the PURCHASER)

Document drafted by:



**LANGENHOVEN PISTORIUS
AND PARTNERS INC**

**TEL: 012 252 3413
FAX: 012 252 3228**

No unauthorised copying or reproduction allowed

Handwritten notes and signatures: MK, PH, and a large signature.


WITNESSETH:

PART A: HISTORY AND BACKGROUND TO NEGOTIATIONS

- 1) The SELLER previously purchased the PROPERTY from ANDRE KORB (hereinafter referred to as KORB) and/or KORB'S family and /or affiliated entities of KORB, for purposes of open cast mining.
- 2) It was originally the intention of the SELLER to retain the PROPERTY after finalisation of mining activities, regardless of whether same have been rehabilitated or not, as the SELLER has no desire of getting involved in litigation as a result of the sale of previously mined land.
- 3) According to KORB, he grew up on portions of the PROPERTY, and his parents are still staying on a portion of the PROPERTY, which he and / or an entity on behalf of him rents from the SELLER;
- 4) KORB and his family have advised that they have sentimental value in the PROPERTY notwithstanding that same may not necessarily be usable or suitable to their needs;
- 5) KORB has approached the SELLER, to sell the PROPERTY back to him or an entity nominated by him so as to ensure that the property remains within his family giving their reassurance to the SELLER that pursuant to such a sale no claims will be instituted by the PURCHASER against the SELLER;
- 6) The SELLER was willing to negotiate the sale of the PROPERTY to KORB or his nominated entity in accordance with a resolution of the company dated 3 May 2011 for a total amount of R750 000-00 for the entire extent of the PROPERTY, upon specific terms and conditions;

2 | Page

KK
PW
mk
mmw



- 7) The SELLER has done open cast mining on certain of the portions of the PROPERTY and has now rehabilitated such portions.
- 8) The final approval from the Department of Mineral Resources regarding the rehabilitation done on portions of the properties that were mined will only be obtained against final closure of the Seller's mining licence until which date the rehabilitated portions will have to be managed and maintained.
- 9) The portions of land rehabilitated will only be usable for Wilderness and / or veld purposes.
- 10) Korb was involved in the rehabilitation process, is well aware of the parts of the portions that were subjected to mining, including open cast mining, is well aware of the limited use of rehabilitated land and has confirmed that the rehabilitation done on the property is finalised and meets with his approval.
- 11) Various negotiations have taken place in respect of the sale of the PROPERTY, the finalisation of which was predominantly delayed due to the fact that the SELLER was still in the process of rehabilitating the land;

PART B: DEFINITIONS AND INTERPRETATION:

1. INTERPRETATION

1.1. The parties record that for purposes of assistance in respect to the interpretation of the agreement, the following specific provisions shall prevail, being:

1.1.1 In this Agreement, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female gender and reference to legal entities shall include both the aforesaid genders and vice versa and words importing persons shall include bodies corporate and trusts.

[Handwritten signatures and initials]
A
KK
PW
mk
mmc

- 1.1.2 Any breach of a term of this agreement shall be deemed to be a material breach of the terms of this agreement.
- 1.1.3 The headings of each clause shall not be used for interpretation purposes and are included for the purposes of convenience only.
- 1.1.4 If any of the terms or conditions contained in this agreement are illegal or renders the agreement void, such will be severable from the balance hereof and such term or condition will not have the effect that it renders the whole of the agreement void or illegal.

1.2 In this agreement where the terms and conditions specifically state to be applicable on specific portions of the property hereby sold, such terms and conditions shall only relate to the portions of the property mentioned in the applicable paragraph.

1.3 In the interpretation of this agreement where the terms and conditions is not limited to be applicable only to specific portions of the property hereby sold, same shall be applicable on all the properties hereby sold as a whole.

1.4 In the interpretation of this agreement the definition as referred to herein below shall have the meaning given thereto and where in a definition an obligation is implied, such obligation shall be enforceable as if it was included in the main body of the agreement.

2. DEFINITIONS:

2.1 **AFFECTED AREA** shall mean the area within the MINED LAND subjected to open cast mining and directly affected thereby together with a barrier strip as more comprehensively indicated in the surveyor plan attached hereto and initialled for identification purposes.

Handwritten signatures and initials:
A large stylized signature on the left.
Initials: KK, PL, A, MK, mmei.

2.2 **AGREEMENT OF SALE** shall mean both Part A, Part B and Part C hereof as well as all annexures hereto and agreement shall have a similar meaning.

2.3 **ALIENATE** shall mean Alienate as defined in the Alienation of Land Act and shall also include the sale, donation, change, exchange, rental and any other way in which the rights in respect of the property is changed or altered or ownership or use is given to a third party.

2.4. **FINAL CLOSURE**, shall mean the date upon which the Department of Mineral Resources or its successors in title, finally approves the rehabilitation done on the property at the stage when mining operations by Lonmin or its successors in title in pursuance to the Seller's current mining license ceases and mining operations are finally closed.

2.5 **LAND NOT MINED** shall mean portions of the PROPERTY that were not subjected to open cast mining and which consist of:

2.5.1 REMAINING EXTENT of PORTION 16 (a Portion of Portion 4) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province

MEASURING 4,8087 (FOUR COMMA EIGHT ZERO EIGHT SEVEN) HECTARES

HELD BY Deed of Transfer Number T85488/2002

2.5.2 PORTION 194 (a Portion of Portion 19) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province

MEASURING 1,1743 (ONE COMMA ONE SEVEN FOUR THREE) HECTARES

HELD BY Deed of Transfer Number T85488/2002



KK
MK
MK
MK

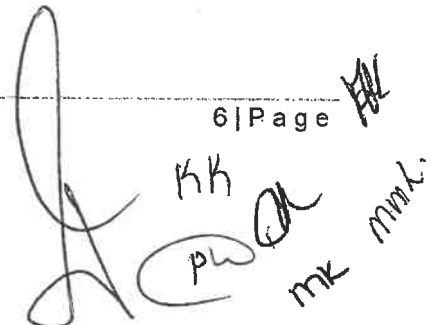
2.5.3 PORTION 195 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 2,3486 (TWO COMMA THREE FOUR EIGHT SIX)
HECTARES
HELD BY Deed of Transfer Number T85488/2002

2.5.4 PORTION 198 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 6616 (SIX THOUSAND SIX HUNDRED AND SIXTEEN)
SQUARE METRES
HELD BY Deed of Transfer Number T85488/2002

2.5.5 PORTION 199 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 1,8358 (ONE COMMA EIGHT THREE FIVE EIGHT)
HECTARES
HELD BY Deed of Transfer Number T144090/2001

2.5.6 PORTION 200 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 1,3232 (ONE COMMA THREE TWO THREE TWO)
HECTARES
HELD BY Deed of Transfer Number T85488/2002

2.5.7 PORTION 201 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 1,3231 (ONE COMMA THREE TWO THREE ONE)
HECTARES
HELD BY Deed of Transfer Number T85488/2002

Handwritten signatures and initials including 'KK', 'pw', 'mk', and 'mmk'.

2.5.8 **MAINTENANCE** shall have its normal grammatical meaning and shall be interpreted against the backdrop of that which is envisaged under rehabilitation as required in terms of the Mineral and Petroleum Resources Development Act (Act 28 of 2002), with the proviso that subsequent to final closure same shall comprehensively be the responsibility of the Purchaser and prior to final closure, the word maintenance shall in relation to the obligations of the Purchaser as envisaged in terms of this agreement, have a limited meaning being such maintenance that a commercial farmer would have effected to agricultural land, which includes but is not limited to the below mentioned including damage and transformation in respect thereof, being:

2.5.8.1 The Purchaser and its successors in title shall take such reasonable measures as to avoid man-made veld fires ;

2.5.8.2 The Purchaser and its successors in title shall take such reasonable actions as to avoid erosion;

2.5.8.3 The Purchaser and its successors in title may not plant and must remove weeds and alien invasive category 1 and 2 plants;

2.5.8.4 The Purchaser and its successors in title may not change the typography of the affected area;

2.5.8.5 The Purchaser and its successors in title shall take such reasonable measures as to avoid damage to the affected area;

2.5.8.6 The Purchaser and its successors in title shall not damage the affected area;

[Handwritten signatures and initials]
Kk
plw
mk
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BLL

2.5.8.7 The Purchaser and its successors in title shall not change the storm water flow or drainage levels of the affected area;

2.5.8.8 The Purchaser and its successors in title shall inform the Seller of any damage caused to the affected area or to be caused to the affected area if reasonably foreseeable by either *vis major* or either acts of God.


2.6 **MINED LAND** shall mean land which was subjected to open cast mining and associated activities and shall be the sum total of the portions of property, referred to in the definition of Property, excluding the portions of properties as defined under LAND NOT MINED.

2.7 **PROPERTY**, unless the context in the agreement states otherwise, shall mean:

2.7.1 REMAINING EXTENT of PORTION 16 (a Portion of Portion 4) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province MEASURING 4,8087 (FOUR COMMA EIGHT ZERO EIGHT SEVEN) HECTARES
HELD BY Deed of Transfer Number T85488/2002 ✓✓

2.7.2 REMAINING EXTENT of PORTION 57 (a Portion of Portion 4) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 33,0642 (THIRTY THREE COMMA ZERO SIX FOUR TWO) HECTARES
HELD BY Deed of Transfer Number T85488/2002 ✓✓



KK




mk
mmv



- ✓
- 2.7.3 REMAINING EXTENT of PORTION 58 (a Portion of Portion 4) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 15,2633 (FIFTEEN COMMA TWO SIX THREE THREE) HECTARES
HELD BY Deed of Transfer Number T85488/2002
- 2.7.4 PORTION 194 (a Portion of Portion 19) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 1,1743 (ONE COMMA ONE SEVEN FOUR THREE) HECTARES
HELD BY Deed of Transfer Number T85488/2002
- 2.7.5 PORTION 195 (a Portion of Portion 19) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 2,3486 (TWO COMMA THREE FOUR EIGHT SIX) HECTARES
HELD BY Deed of Transfer Number T85488/2002
- 2.7.6 PORTION 198 (a Portion of Portion 19) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 6616 (SIX THOUSAND SIX HUNDRED AND SIXTEEN) SQUARE METRES
HELD BY Deed of Transfer Number T85488/2002
- 2.7.7 PORTION 199 (a Portion of Portion 19) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 1,8358 (ONE COMMA EIGHT THREE FIVE EIGHT) HECTARES
HELD BY Deed of Transfer Number T144090/2001

(Handwritten signatures and initials)

- 2.7.8 PORTION 200 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 1,3232 (ONE COMMA THREE TWO THREE TWO)
HECTARES ✓
HELD BY Deed of Transfer Number T85488/2002
- 2.7.9 PORTION 201 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 1,3231 (ONE COMMA THREE TWO THREE ONE)
HECTARES ✓
HELD BY Deed of Transfer Number T85488/2002
- 2.7.10 PORTION 202 (a Portion of Portion 19) of the farm ROOIKOPPIES 297,
Registration Division J.Q., NORTH-WEST Province
MEASURING 1,3232 (ONE COMMA THREE TWO THREE TWO)
HECTARES ✓
HELD BY Deed of Transfer Number T85487/2002
- 2.7.11 REMAINING EXTENT of PORTION 203 (a Portion of Portion 58) of the
farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST
Province
MEASURING 7,6487 (SEVEN COMMA SIX FOUR EIGHT SEVEN)
HECTARES ✓
HELD BY Deed of Transfer Number T85487/2002
- 2.7.12 REMAINING EXTENT of PORTION 204 (a Portion of Portion 58) of the
farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST
Province
MEASURING 8,0130 (EIGHT COMMA ZERO ONE THREE ZERO)
HECTARES ✓
HELD BY Deed of Transfer Number T85488/2002

- 2.7.13 REMAINING EXTENT of PORTION 205 (a Portion of Portion 58) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 14,3676 (FOURTEEN COMMA THREE SIX SEVEN SIX) HECTARES ✓
HELD BY Deed of Transfer Number T85487/2002
- 2.7.14 REMAINING EXTENT of PORTION 206 (a Portion of Portion 58) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 7,6120 (SEVEN COMMA SIX ONE TWO ZERO) HECTARES ✓
HELD BY Deed of Transfer Number T144090/2001
- 2.7.15 REMAINING EXTENT of PORTION 207 (a Portion of Portion 58) of the farm ROOIKOPPIES 297, Registration Division J.Q., NORTH-WEST Province
MEASURING 15,2240 (FIFTEEN COMMA TWO TWO FOUR ZERO) HECTARES
HELD BY Deed of Transfer Number T85488/2002 ✓

Together with improvements on the aforesaid properties, which shall jointly hereinafter be referred to as the PROPERTY or Properties and land shall have a similar meaning.

- 2.8 **SERVITUDE PROPERTY** means a property known as Portion 278 Rooikoppies 297JQ being the property of the SELLER falling under the same mining licence as the PROPERTY hereby sold.

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MK
MK

- 2.9 **UNAFFECTED AREA** shall mean the area within the MINED LAND that was not subjected to open cast mining but that may be indirectly affected thereby less a barrier strip as more comprehensively indicated on the surveyor diagram attached hereto and initialled for identification purposes.

PART C: SALE OF LAND AGREEMENT

1. SALE:

- 1.1 The SELLER hereby sells to the PURCHASER who purchases from the SELLER the PROPERTY upon the terms and conditions as set out in this agreement.
- 1.2 The respective portions of the PROPERTY are sold in one undividable transaction.

2. PURCHASE PRICE:

- 2.1 The purchase price for the PROPERTY is the sum of **R750 000-00 (SEVEN HUNDRED AND FIFTY THOUSAND RAND)** (excluding value added tax), payable in cash on registration of transfer of the property in the name of the PURCHASER.
- 2.2 As security for payment of the purchase price referred to in 2.1 above, the PURCHASER shall within 30 (THIRTY) days from the date of signature of this agreement, deliver to the satisfaction of the SELLER, an irrevocable South African bank guarantee or irrevocable South African Bank Guarantees for the full purchase price, payable on date of registration of transfer.



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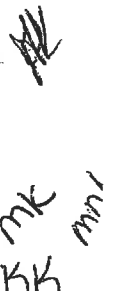
KK

PK
AK
P.M.
MK
M.M.K.

- 2.3 The PURCHASER shall pay all transfer costs together with Value Added Tax thereon, incurred in respect to the transfer of the PROPERTY as well as Value Added Tax in addition to the purchase price or transfer duty, whichever is applicable, immediately upon demand of the conveyancer (LANGENHOVEN PISTORIUS & PARTNERS INC, P.O. BOX 1, BRITS – (012) 252 3413, reference Stephni van den Elst), as well as the cost hereof on an attorney and client scale.
- 2.4 Transfer of the PROPERTY shall be registered by the aforesaid Conveyancer upon the fulfilment of the terms and conditions referred to in paragraphs 2.2, 2.3 and 4 as well as the provision of security for compliance by the PURCHASER of the payments referred to in 3.5.1 below.

3 POSSESSION:

- 3.1 Subject to the remaining terms and conditions of this agreement, possession and occupation of the PROPERTY shall be given to the PURCHASER on date of signature of this agreement by both parties.
- 3.2 The sole risk, loss or profit in and to the PROPERTY will pass to the PURCHASER on date of signature of this agreement by both parties.
- 3.3 The following additional terms and conditions will specifically apply until date of registration of transfer of the last of the portions of the PROPERTY, being:
- 3.3.1 Occupational rent is payable in the amount of R3 766-44 (THREE THOUSAND SEVEN HUNDRED SIXTY SIX RAND FORTY FOUR CENTS) per month, excluding Value Added Tax, payable monthly in advance on or before the 1st day of each and every month from date of occupation till date of registration.



- 3.3.2 No tenancy is created by the aforesaid.
- 3.3.3 The PURCHASER will not be entitled to make any alterations or additions or improvements to the PROPERTY without the express prior written consent of the SELLER.
- 3.3.4 Notwithstanding anything to the contrary herein contained, in the event that the PURCHASER effects additions, alterations or improvements to the PROPERTY either with or without consent, such will become the property of the SELLER without any compensation being payable therefore in the event that the agreement is cancelled or terminated. Should the agreement be cancelled or terminated for whichever reason, the SELLER is entitled, without prejudice to any other rights which the SELLER may have, to demand that the PURCHASER removes such improvements, alterations or additions and hand the PROPERTY back to the SELLER in the same state that the PURCHASER initially received same without any occupiers thereon.
- 3.3.5 Except for the people living on the premises in terms of the lease agreement with Mr. Korb, the PURCHASER will not be entitled to have anyone else reside on the PROPERTY without the SELLER'S express prior written consent and under no circumstances shall the PURCHASER allow any occupier to occupy the PROPERTY in terms of the provisions of the Extension of Security of Land of Tenure Act.
- 3.3.6 The PURCHASER will not be entitled to give any third party occupation of the PROPERTY; nor to cede or assign his rights in terms hereof without the SELLER'S express written prior consent, which consent the SELLER is entitled to grant or refuse on such terms as the SELLER may in its sole discretion determine.



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- 3.4 The PURCHASER will from date of signature of this agreement be responsible and obliged to maintain the PROPERTY, at his cost without having any claim against the SELLER, which maintenance shall be to the reasonable satisfaction of the SELLER.
- 3.5 The parties record that as on date of signature of this agreement a dwelling on one of the properties forming part of the PROPERTY are being rented to KORB in respect of which the parties agree:
- 3.5.1 The aforesaid existing lease agreement is on date of signature of this agreement cancelled and the PURCHASER will pay all amounts in arrears in respect to such lease agreement, which includes rental, municipal charges, taxes as well as consumption charges, to the SELLER on date of signature of this agreement, without deduction or set off and will further return the PROPERTY to the SELLER without having any claim against the SELLER for maintenance or improvements effected thereto or for any other cause whatsoever, for which purpose the PURCHASER warrants that it is authorised to conclude such cancellation agreement on behalf of KORB.
- 3.5.2 The PURCHASER will from date of signature of this agreement, continue to occupy such PROPERTY in accordance with the terms and conditions of this sales agreement.
- 3.6 Notwithstanding any other term or condition contained in this clause 3, the PURCHASER declares being aware of all occupiers residing on the PROPERTY on date of signature of this agreement and that some or all of such occupiers may have legal right thereto, for which purpose the PURCHASER agrees to take and accept occupation of the PROPERTY subject to the rights of such occupiers.



3.7 The PURCHASER shall make his own arrangements to obtain occupation of the PROPERTY and shall do so at his cost and it will not be the SELLER'S responsibility to have any person that may occupy the property evicted.

4 RATES AND TAXES:






The PURCHASER shall pay all rates and taxes levied in respect of the PROPERTY from date of signature of this agreement. In as far as rates, taxes or consumption charges are outstanding to the property rented as determined by the pre-existing lease agreement, referred to aforesaid, the PURCHASER shall pay such outstanding amounts on demand of the SELLER.

5 VOETSTOOTS SALE OF MINED LAND:

(The provisions contained in this clause 5 specifically relates to MINED LAND only.)

5.1 The MINED LAND, including any improvements thereon, is sold "voetstoots" and as it stands and the risk in and to damages thereof passes to the PURCHASER on date of signature of this agreement, notwithstanding the date of occupation or any other term or condition contained herein.

5.2 In particular the SELLER gives no warranty or guarantee in respect of the property, including the buildings or any improvements thereon, rehabilitation done or to be done on the PROPERTY, the use or intended use of the PROPERTY or the suitability of the PROPERTY and the SELLER shall neither be responsible nor liable for any of the aforesaid or lack thereof.

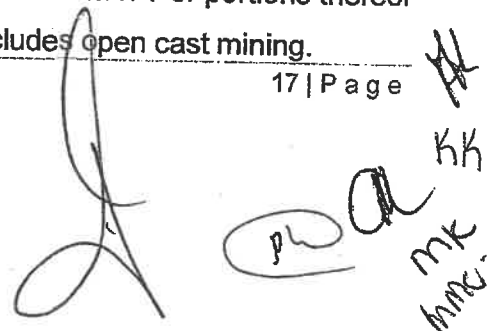






- 5.3 The SELLER shall not be liable for any defects in the PROPERTY, either latent or patent and regardless of whether the SELLER knew of such defect or not. In particular and without limitation, the SELLER shall not be responsible for the condition or future condition of the MINED LAND nor shall the SELLER be liable for any subsidence on the MINED LAND or any part thereof nor will the SELLER be liable for any contamination of either the MINED LAND (or any part thereof) or water thereon or therein.
- 5.4 The MINED LAND is sold as described in the existing title deed or new title deeds thereof, and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deeds or prior deed and further subject to the prescribed use and further conditions imposed on the PURCHASER and its successors in title as stipulated in this agreement.
- 5.5 The SELLER shall not be liable for any deficit in extent that may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus. In addition the SELLER has no obligations to indicate to the PURCHASER the beacons of the MINED LAND.
- 5.6 Notwithstanding any other term or condition contained herein or in this agreement, the SELLER gives no warranty and makes no guarantee in respect to the allocation, existence or usage of water to or in the PROPERTY and the PURCHASER shall make his own arrangements in respect thereof at his cost without having any claim against the SELLER.




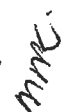

6 REHABILITATION IN RESPECT OF MINED LAND:

(The provisions contained in this clause 6 specifically relates to MINED LAND only.)

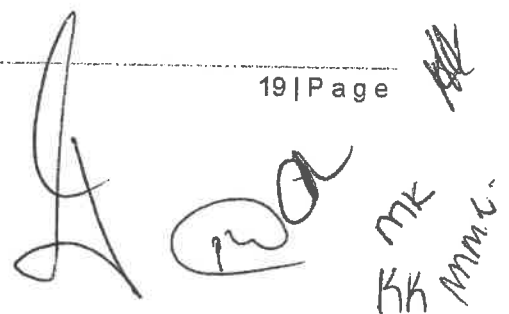
- 6.1 The PURCHASER acknowledges that the PROPERTY was initially purchased by the SELLER for mining purposes and that the PROPERTY or portions thereof may have had mining activities thereon, which includes open cast mining.

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- 6.2 The PURCHASER further acknowledges that the MINED LAND or portions thereof were subjected to open cast mining and have been rehabilitated to the satisfaction of the PURCHASER.
- 6.3 The PURCHASER declares being aware that the MINED LAND and in particular the affected area therein are not suitable for either residential-, commercial -, industrial -, or agricultural purposes and may only be used for wilderness (veld) purposes.
- 6.4 The PURCHASER and its successors in title shall only use the affected area for wilderness (veld) purposes and for no other purpose (hereinafter referred to as the prescribed use).
- 6.5 The PURCHASER declares being aware that final closure in respect of the mined land have not yet taken place and that the SELLER will from time to time require access for purposes of inspecting the mined land.
- 6.6 The PURCHASER in respect of the mined land warrants, guarantees and undertakes towards the SELLER that:
- 6.6.1 The PURCHASER is satisfied with the rehabilitation done on the MINED LAND;
- 6.6.2 The PURCHASER has inspected the MINED LAND to its satisfaction and has independently done whatever tests it required to confirm that the rehabilitation done by the SELLER on the MINED LAND complies with acceptable standards and all relevant legislation and are completed;

- 6.6.3 The PURCHASER and its successors in title shall until final closure be responsible for the further maintenance, management and repair of the MINED LAND, as and where needed, at its cost, without having any claim against the SELLER, or the Department of Mineral Resources or the State. Neither the PURCHASER nor its successors in title shall demand from the SELLER to maintain, manage or repair the MINED LAND.
- 6.6.4 The PURCHASER and its successors in title shall after final closure be responsible for the sole maintenance, management and repair of the mined land, at its cost, without having any claim against the SELLER, or the Department of Mineral Resources or the State. Neither the PURCHASER nor its successors in title shall demand from the SELLER to further maintain, manage or repair the mined land.
- 6.6.5 The PURCHASER warrants that he has satisfied himself with the suitability of the MINED LAND and that the MINED LAND is suitable for the purposes that the PURCHASER and its successors in title intend to use it confirming that no warranties or guarantees regarding the use of the MINED LAND were given to the PURCHASER and that the PURCHASER is not concluding this agreement due to any of the aforesaid.
- 6.7 Notwithstanding any other term and condition contained in this agreement, in the event that it at any stage becomes evident that the rehabilitation done on the MINED LAND by the SELLER, for whatsoever reason, including but not limited to the fact that it was not done in accordance with acceptable standards or does not comply with the rehabilitation standards or does not comply with the standards or measures set by the Department of Mineral Resources, the PURCHASER shall not have any claim against either the SELLER or the Department of Mineral Resources or the State.

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6.8 Without being obliged to do further maintenance and without the PURCHASER having any claim against the SELLER, the SELLER, its employees and / or nominated agent will be entitled to enter the MINED LAND until the date of final closure for purposes of inspecting the affected area on a six (6) monthly basis for purposes of determining whether further maintenance as envisaged below is required.

6.9 Until final closure and in the event that:

6.9.1 the owner of the servitude property (at present the SELLER) were to deem it necessary, in its sole discretion, to do additional management and / or maintenance and / or repair of the affected area, or;

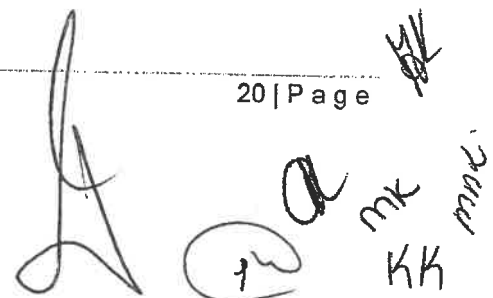
6.9.2 in the event that the Department of Mineral Resources deems it necessary that further maintenance and repair (in addition to those done by the PURCHASER) is required to be done to the affected, or;

6.9.3 in the event that the PURCHASER fails to manage and / or maintain and / or repair the affected area, or;

6.9.4 in the event that the PURCHASER alters the typography of the MINED LAND, or;

6.9.5 in the event that the PURCHASER damages the rehabilitated area in any way, then

- the SELLER and / or the mining licence holder will be entitled to access the property and affect the aforesaid management, maintenance and repair.

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6.10 Any maintenance management and / or repair affected by the SELLER as envisaged above due to the PURCHASER or its successors in titles failure to maintain and / or manage and / or repair the MINED LAND or due to the PURCHASER changing the typography of the MINED LAND or due to the PURCHASER, its agent or employees damaging the rehabilitated area, shall be for the account of the PURCHASER and the SELLER shall be entitled to claim from the PURCHASER such costs incurred by the SELLER in affecting the aforesaid management, and / or maintenance and / or repair to the MINED LAND.

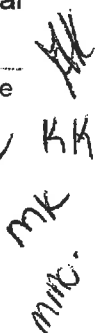
6.11 Maintenance and / or management and / or repair affected by the SELLER, other than as provided for in terms of 6.10 above, will not be claimed from the PURCHASER and / or its successors in title.

6.12 As security for the right of the SELLER as envisaged above, the PURCHASER consents to the registration of a servitude and notarial agreement, simultaneous with the registration of transfer of the PROPERTY in favour of the SERVITUDE PROPERTY in terms whereof the servitude property will until final closure be entitled to:

6.12.1 A right of way over the affected area equal to the width of the affected area;

6.12.2 The right to inspect the mined land on a six (6) monthly basis as to ensure that the rehabilitation done within the affected area is properly maintained, managed and repaired;

6.12.3 The right to effect such repairs and / or maintenance and / or management as the servitude property may deem necessary in its sole discretion for purposes of compliance by the SELLER of its mining licence or as may be determined by the Department of Mineral Resources or its successor in title;



6.12.4 The right to access the MINED LAND for the aforesaid purposes;

6.12.5 In the event that the SELLER or the mining licence holder were to access the MINED LAND for the aforesaid purposes, neither the SELLER nor its employees or agents or the mining licence holder or the Department of Mineral Resources shall be liable towards the PURCHASER or its successors in title for any damage caused to the MINED LAND, regardless of the reason therefore or the nature thereof.

7 SPECIAL CONDITIONS:






(The provisions contained in this clause 7 specifically relates to MINED LAND only and the word property shall in clause 7 be interpreted to mean MINED LAND)

7.1 The Parties hereby agree that the following specific terms and conditions shall be applicable on this sale, being:





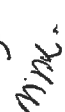
7.1.1 The Purchaser and its successors in title will not be entitled to rezone the property, apply for township development or alter the rights in respect of the property without obtaining the SELLER'S prior written consent, which consent the SELLER will not unreasonably withhold for as long as it does not affect and excludes the affected area.

7.1.2 The PURCHASER shall upon receipt of an offer to alienate the PROPERTY or any portion or portions thereof, provide the SELLER with a right of first refusal to acquire such PROPERTY, portion or portions thereof, as may be determined in such an offer, upon the terms and conditions contained in such an offer.



- 7.1.2.1 The aforesaid right of first refusal shall be exercised by way of the PURCHASER delivering the offer to the SELLER'S domicillium address, granting the SELLER 45 days from date of delivery thereof to match such an offer.
- 7.1.2.2 In the event that the SELLER intends to match the offer, the SELLER shall provide the PURCHASER with an offer on exactly the same terms and conditions contained in the offer from the third party, which offer the PURCHASER shall be obliged to accept.
- 7.1.2.3 In the event that the SELLER does not match such an offer, the PURCHASER will be entitled to alienate the PROPERTY to such third party.
- 7.1.2.4 In as far as such an offer is amended at any stage prior to or after registration of the PROPERTY, such an amendment which includes but is not limited to the purchase price, shall constitute a new offer to purchase in which event the PURCHASER shall be obliged to give the SELLER new notice in accordance with the method stipulated aforesaid in respect of which new offer the SELLER shall be entitled to a further 45 days from date of delivering of such further offer for purposes of exercising its right of first refusal referred to aforesaid.
- 7.1.3 The PURCHASER and its successors in title, shall not be entitled to utilise the affected area for any purpose other than the prescribed purpose. The purchaser indemnifies the SELLER against any claim of whatsoever nature instituted by any third party against the SELLER due to the PURCHASER'S future usage of the property.

7.2 The parties specifically consent that the provisions of clause 6.4 up to 6.12 including 7.1.1 up to 7.1.3 above shall be registered against the title deed of the property alternatively contained in an notarial agreement that is registered against the title deed simultaneous with registration of transfer for which purpose the PURCHASER undertakes to sign all such documentation as may be reasonably required of it to give effect hereto.

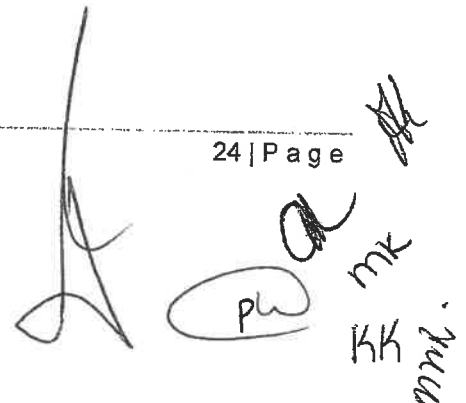
7.3 The SELLER agrees not to object to any sub-division done after date of registration by the PURCHASER of the MINED LAND whereby the AFFECTED AREA and UNAFFECTED AREA are separated on condition that the provisions referred to in clauses 6 and 7 above remains applicable and incorporated in all title deeds and future title deeds of properties of which the affected area forms part or will form part.

7.3.1 Such costs of the sub-division will be for the account of the PURCHASER and the SELLER gives nor warrantee in respect of the consent that the PURCHASER will require from the MINISTER in terms of Act 73 of 1973 or any other or subsequent legislation and the PURCHASER will have to obtain same at his own risk and expense.

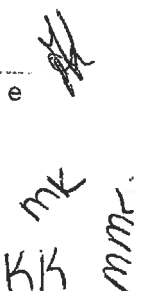
7.3.2 Moreover once sub-divided, the SELLER undertakes to consent that the restrictive conditions referred to in clauses 6 and 7 of this agreement be removed from the future title deeds of sub-divided properties consisting of the UNAFFECTED AREA only.

8 VOETSTOOTS SALE OF PROPERTY:

(The provisions of this clause 8 specifically relates to LAND NOT MINED and unless the context otherwise indicate the word PROPERTY in clause 8 shall be interpreted to mean LAND NOT MINED)

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- 8.1 The PROPERTY, including any improvements thereon, is sold "voetstoots" and as it stands and the risk in and to damages thereof passes to the PURCHASER on date of signature of this agreement, notwithstanding the date of occupation or any other term or condition contained herein.
- 8.2 In particular the SELLER gives no warranty or guarantee in respect of the property, including the buildings or any improvements thereon, the use or intended use of the PROPERTY or the suitability of the PROPERTY and the SELLER shall neither be responsible nor liable for any of the aforesaid or lack thereof.
- 8.3 The SELLER shall not be liable for any defects in the PROPERTY, either latent or patent and regardless of whether the SELLER knew of such defect or not. In particular and without limitation, the SELLER shall not be responsible for the condition of the PROPERTY nor shall the SELLER be liable for any subsidence on the PROPERTY or any part thereof nor will the SELLER be liable for any contamination of either the PROPERTY (or any part thereof) or water thereon or therein.
- 8.4 The PROPERTY is sold as described in the existing title deed or new title deeds thereof, and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deeds or prior deed.
- 8.5 The SELLER shall not be liable for any deficit in extent that may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus. In addition the SELLER has no obligations to indicate to the PURCHASER the beacons of the PROPERTY.



8.6 The SELLER is not aware of any open cast mining done on the LAND NOT MINED. In as far as any mining did take place on LAND NOT MINED and rehabilitation is required in respect of the LAND NOT MINED, the PURCHASER will be responsible at the cost of the PURCHASER to effect same and will have no claim against the SELLER of whatsoever nature pursuant to the SELLER'S mistaken belief nor will the PURCHASER have any claim against the SELLER for the rehabilitation done.

8.7 Notwithstanding any other term or condition contained herein or in this agreement, the SELLER gives no warranty and makes no guarantee in respect to the allocation, existence or usage of water to or in the PROPERTY and the PURCHASER shall make his own arrangements in respect thereof at his cost without having any claim against the SELLER.

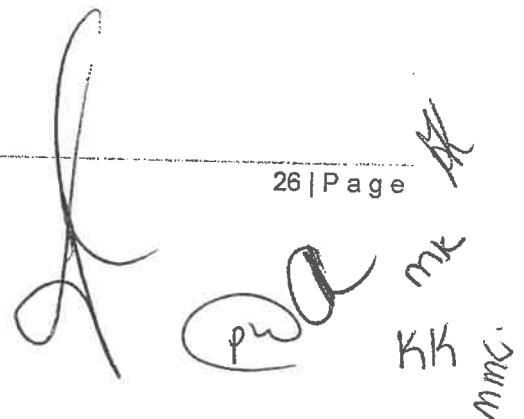
9 SELLER'S WATER ALLOTMENTS

(The provisions of the remainder of this agreement is applicable on all properties)

9.1 Subject to the remaining terms and conditions of this agreement, the parties record that the PROPERTY is listed for 37.3 ha with the *Buffelspoort State Water Scheme*. On date of occupation of the PROPERTY the PURCHASER shall be entitled to that part of the water quota as is unused on date of occupation.

9.2 It is expressly noted that the listing forms part of the agreement and that the cost and value of the water is included in the purchase price.

9.3 The parties hereby instruct the conveyancer to inform the responsible authority of the transfer of the PROPERTY.

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9.4 Both parties hereby indemnifies the conveyancer against any claims if the responsible authority, notwithstanding the abovementioned notice, fails or refuses to register the water rights in the name of the PURCHASER. The PURCHASER shall also under such circumstances have no claim against the SELLER.

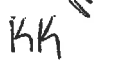
9.5 The Purchaser acknowledges being aware of the terms of Section 22 and 48 of the National Water Act in terms of which the present water usage right may be replaced with 'n license to use water, after the existing rights have been verified. In the event that responsible authority finds that the existing water rights are unlawful or invalid and refuses to issue a license to use water, for whatsoever reason, the PURCHASER indemnifies both the SELLER and the conveyancer against any claim resulting from the non-issue of such license.

10 GENERAL CONDITIONS:

10.1 The SELLER warrants, subject to the remaining terms and conditions hereof, that the PROPERTY is not subject to any usufruct.

10.2 The PROPERTY is sold subject to any lease agreements that may exist, the nature and contents which the PURCHASER acknowledges to be fully aware of.

10.3 The PURCHASER shall at the cost of the PURCHASER obtain an Electricity Compliance Certificate and Plumber Certificate/s to confirm that all electrical installations on the PROPERTY and plumbing done on the PROPERTY complies with acceptable standards. Moreover the PURCHASER will obtain, at the PURCHASER'S cost an occupation certificate inclusive of all certificates necessary as to enable the PURCHASER to obtain same.



10.4 The PURCHASER shall obtain the aforesaid Certificates and affect the necessary repairs to the PROPERTY as to obtain same, at the cost of the PURCHASER, without having any claim against the SELLER. The PURCHASER shall provide these Certificates to the SELLER'S conveyancer, upon request of such conveyancer.

10.5 In as far as no such Certificates are requested, the costs at any later stage to bring the electrical installations and plumbing installations, including sewage up to acceptable standards alternatively to obtain such certificates, remains vested in the PURCHASER, who will effect same at his cost without having any claim against the SELLER.

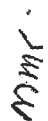
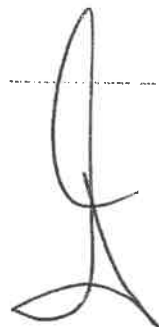
10.6 In addition to any other warranties or guarantees contained in this agreement on behalf of the PURCHASER, the PURCHASER specifically warrants to the SELLER that the provisions of the CONSUMER PROTECTION ACT does not find applicability on this transaction.

11 JURISDICTION:

In terms of section 45 of the Magistrates Court Act, Act 32 of 1944, the parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any action to be instituted in terms of this agreement.

12 BREACH:

12.1 In the event of any party failing to make any payment due in terms of this agreement, or failing to fulfil on the due date any of the other terms and conditions of this agreement and remaining in default for 14 (fourteen) days after receipt of written notice delivered to him as provided for herein calling upon him to remedy such default, the innocent party shall have the right without prejudice of any other right which he may have: -

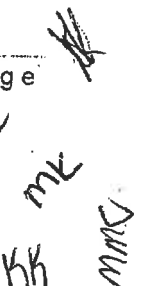


12.2 IN THE EVENT THAT THE SELLER IS THE INNOCENT PARTY:

- 12.2.1 to claim immediate payment of the whole of the purchase price due in terms of this agreement even though it may otherwise not be due and/or to claim specific performance of all the terms and conditions hereof; or
- 12.2.2 to cancel this agreement and retain all amounts paid as "rouwkoop" or pre-calculated damages which the SELLER may have had; and
- 12.2.3 to claim payment of all amounts in arrears which may be due in terms of this agreement, which payments shall be deemed to be part of the pre-calculated damages.
- 12.2.4 Alternatively to the above, the SELLER shall be entitled to cancel this sale and to claim any damages that the SELLER may have sustained as a result of the breach of the PURCHASER.

12.3 IN THE EVENT THAT THE PURCHASER IS THE INNOCENT PARTY:

- 12.3.1 To claim specific performance of all the terms and conditions hereof, **alternatively** to claim damages
- 12.4 The aforementioned terms shall in no way limit the right that either of the parties may have in common law on account of the breach of the other party.
- 12.5 In addition to any other rights which the parties may have, should a Court find in such a party's favour, the other party shall be responsible to pay the cost of such legal action on an attorney and own client scale.



13 VARIATION:

13.1 This Deed of Sale constitutes the entire agreement between the parties and no consensual cancellation, variation or waiver hereof, including this clause, shall be binding unless reduced to writing and signed by both parties.

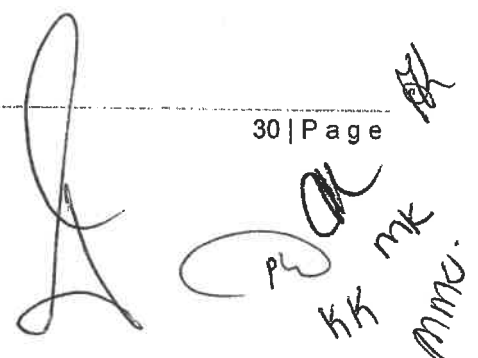
13.2 The SELLER made no representations in respect of the property, buildings or improvements thereto, its suitability or rehabilitation done or to be done on the PROPERTY and the SELLER gave no guarantee or warranty in respect of the aforesaid and the parties specifically record that this agreement was not concluded due to any representations, guarantees or warranties given by the SELLER.

13.3 The parties specifically record that the SELLER concluded this agreement based upon the representations made by the PURCHASER and the guarantees, warranties and undertakings given by the PURCHASER as stated in this agreement.

14 DOMICILIUM:

14.1 All notices intended for the PARTIES shall, subject to 1.5 above, be in writing and delivered by registered mail, by hand or by e-mail at the below mentioned addresses appointed by the PARTIES as his/her/their *domicilium citandi et executandi* for purposes of delivery of all notices and documents instituting legal process emanating from this agreement.

14.2 Such notices shall be deemed to have been delivered to the other PARTY 14 (FOURTEEN) days from the date of despatch if delivered by registered mail, or, if delivered by hand on the date of delivery thereof, or, if delivered by facsimile or e-mail on the date of transmission thereof as reflected on the transmission result report.



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14.3 The addresses so chosen are:

PURCHASER:

Physical address: Fonteinstreet 6 Fonteindal nr. 9 Heuwelsig Rustenburg, 0299
Postal address: Postnet Suite 4580 Private Bax X82323 , Rustenburg, 0300
E-mail: yamonate@mweb.co.za

SELLER:

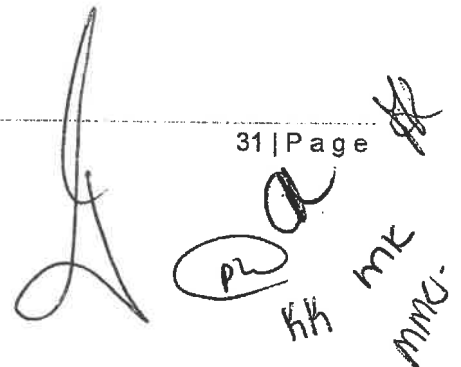
Postal address: P O Box 98811 SLOANE PARK 2152
Physical address: First Floor, Building 13, 34 Melrose Boulevard, Melrose Arch, Melrose North
Fax: +27 11 266 1088

14.4 Either party may amend their chosen delivery address on 14 (fourteen) days' written notice.

15 ESTATE AGENT'S COMMISSION:

15.1 The PARTIES record that no estate agent's commission is payable.

15.2 In the event that any estate agent at any stage were to claim commission, the PURCHASER shall be liable to pay same upon demand of the SELLER.

A large handwritten signature is on the left. To its right are several sets of initials: 'PLA', 'KK', 'MK', and 'MMU-'. There is also a small signature or mark at the top right.

16 SURETYSHIP AND WAIVER:

16.1 The parties signing this agreement on behalf of the PURCHASER binds themselves as surety and co-principal debtor, jointly and severally, towards the SELLER for the due fulfilment of the PURCHASER'S obligations in terms hereof towards the SELLER and such signatory hereby renounces all legal benefits which normally is available to a surety, acknowledging to be fully aware of the nature and extent thereof confirming having been advised by his attorneys independently.

16.2 The PURCHASER hereby waives any and all claims against the SELLER pursuant to the transfer of the PROPERTY as provided for in terms of this agreement.


THUS done and signed at Kustenburg on this the 9th day of October 2015.

AS WITNESSES:

1. 

2. _____


PURCHASER



pu

mk
hk
anna

LONMIN PLATINUM

MARIKANA OPERATIONS

Plan showing a servitude created by the Merensky opencast Buffer zone on the farm Rookoppies 297 JQ.



Geurs Christem Projection, Central Meridian 27° East, Clarke 1866 Spheroid, Vertical datum: sea level, Horizontal datum: Cape Town datum of 1960

LEGEND

- PRIVATE
- WESTERN
- LONMIN FARMING RIGHT
- MUNICIPAL BOUNDARY
- BUFFER ZONE

Figure A - 8 represents the servitude created by the open buffer zone of the rehabilitated Merensky opencast pit 105 on the farm Rookoppies 297 JQ.

Westraff Paktum Mining Right no 284003 MR

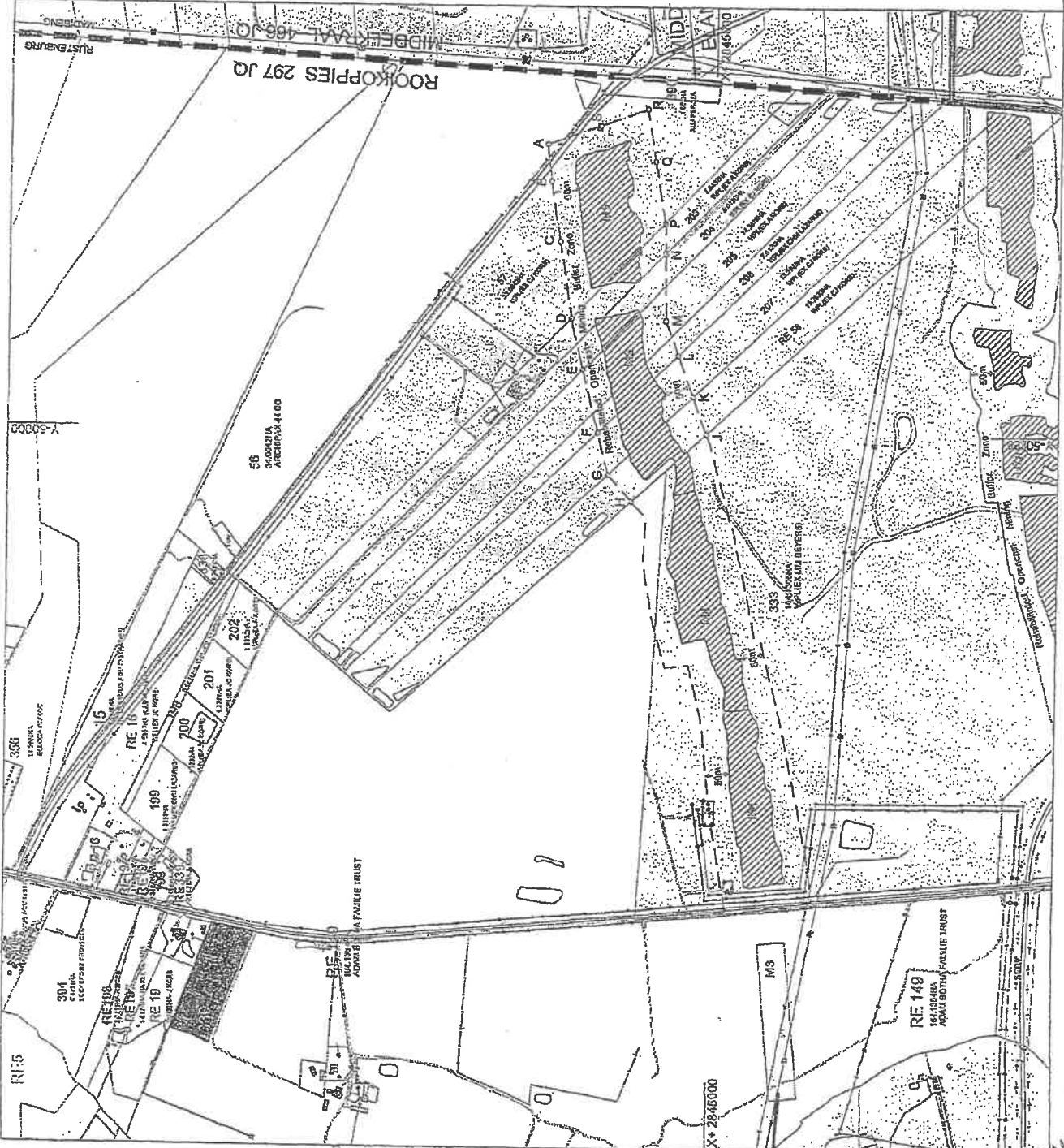
Geurs Christem Projection,
Central Meridian 27° East,
Clarke 1866 spheroid.

COORDINATE LIST

NO	Y CO-ORD	X CO-ORD
A	-50 628,89	+ 2 644 005,99
B	-50 646,09	+ 2 844 684,77
C	-50 416,14	+ 2 844 606,60
D	-50 246,71	+ 2 844 091,05
E	-50 187,24	+ 2 844 716,83
F	-50 000,25	+ 2 844 750,98
G	-49 903,87	+ 2 844 773,36
H	-48 820,82	+ 2 844 624,56
J	-48 992,20	+ 2 844 086,87
K	-50 080,68	+ 2 844 535,09
L	-50 170,49	+ 2 844 633,27
M	-50 265,78	+ 2 844 685,64
N	-50 361,44	+ 2 844 693,50
P	-50 457,69	+ 2 844 681,08
Q	-50 650,63	+ 2 844 669,87
R	-50 753,12	+ 2 844 651,04
S	-50 858,33	+ 2 844 749,81

Date: 4 July 2015

L. KROON
 Chief Engineer / Survey and Systems



Handwritten signatures and initials: PR, MK, KH, MNC.

THUS done and signed at Luttenburg on this the 9 day of October 2015.

AS WITNESSES:

1. _____

2. _____

M. Ruger

PURCHASER

THUS done and signed at Luttenburg on this the 9 day of October 2015.

AS WITNESSES:

1. _____

2. _____

[Signature]

PURCHASER

THUS done and signed at Luttenburg on this the 9 day of October 2015.

AS WITNESSES:

1. _____

2. _____

[Signature]

PURCHASER

[Signature]
[Signature]
HK me
DMMCI

THUS done and signed at Rustenburg on this the 9 day of October 2015.

AS WITNESSES:

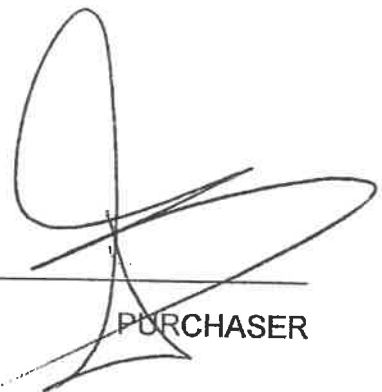
- 1. _____
- 2. _____

mmkabr
PURCHASER

THUS done and signed at Rustenburg on this the 9 day of October 2015.

AS WITNESSES:


- 1. _____
- 2. _____



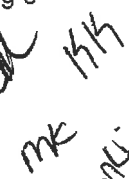


PURCHASER

THUS done and signed at _____ on this the _____ day of _____ 2015.

AS WITNESSES:

- 1. 
- 2. 

P. McElligott
SELLER 

APPENDIX 2

LIST OF CO-ORDINATES FOR MORE ACTIVITIES IN DIFFRENT AREAS

Not applicable



COPIES OF ENVIRONMENTAL AUTHORISATIONS

Not applicable



APPENDIX 4
MAP OF GN985 AREAS



GEOGRAPHIC AREAS: VARIOUS PORTIONS OF THE FARM ROOKIOPPIES 297-JQ



Legend



The Site



CBA - Wetlands

Coordinate System: GCS WGS 1984
Datum: WGS 1984
Units: Degree

Date: 2018-03-19



APPENDIX 5
PROJECT SCHEDULE



Estimated Time Frame for Scoping & Environmental Impact Report Process (according to the EIA Regulations) - Farm Rooikoppies

Process	2019			2020					2021					Resources										
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Appointment & admin																								Homes 2000, Tharisa
Specialist ecological studies - wetland, vegetation, heritage & air quality																								Ecological subconsultants
Other studies Homes 2000 consultants (services, traffic, planning, layout) prep for & initiate Advertising period, site notices, adverts, etc																								Homes 2000 civil, traffic engineers, planner
Prepare Draft Scoping Report (SR) + official application + land owners forms																								Environmental consultant
Lodge Draft SR with Authority & Circulate to interested public																								Environmental consultant
Await Competent Authority Review comments on Draft																								Environmental consultant
Complete final SR with I&AP input & Circulate to I&AP's. Lodge with Authority																								Environmental consultant
Authority site visit & await Authority approval of SR (43 days)																								NW Environmental Authority
Prepare Draft EIAIR with all technical specialist inputs																								Environmental consultant
Lodge Draft EIR with Authority, circulate to I&AP. Await Authority comments																								Environmental Consultant
Finalise EIAIR with any input from I&AP, lodge Authority, circulate																								Environmental Consultant
Authority acknowledge receipt of EIAIR & Accept, issue decision																								NW Environmental Authority
Notify the Public of Authority Decision																								NW Environmental Authority

allowable departmental timetrames
 Timeline showing all legislated



PPP = Public Participation Process
 SR = Scoping Report
 EIAIR = Environmental Impact Assessment Report

Seaton Thomson Processes
 PPP Processes
 Departmental Processes
 Client / Other consultants/ Specialists
 Holiday period - no actions will occur

APPENDIX 6
PROOF OF PAYMENT





NOTIFICATION OF PAYMENT

To Whom It May Concern:

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

Date Actioned : 13 Mar 2020
Time Actioned : 11:02:23
Trace ID : VODSBJLDGRFG

Payer Details

Payment From : Ms Judith H Johnston - 51320128428
Cur/Amount : ZAR10,000.00

Payee Details

Recipient/Account No : . . 734848
Name : Nw Dedect
Bank : FNB/RMB
Branch Code : 250655
Reference : 1419eaboj

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank website at fnb.co.za, select Contact Us+Tools and then select "Verify Payment" and follow the on-screen instructions.

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

**SEATON THOMSON
& ASSOCIATES
P O BOX 936 IRENE 0062**

APPENDIX 7
NATIONAL SCREENING TOOL REPORT



**SCREENING REPORT FOR AN ENVIRONMENTAL AUTHORIZATION OR
FOR A PART TWO AMENDMENT OF AN ENVIRONMENTAL AUTHORISATION
AS REQUIRED BY THE 2014 EIA REGULATIONS – PROPOSED DEVELOPMENT
FOOTPRINT ENVIRONMENTAL SENSITIVITY**

EIA Reference number: TBA

Project name: Marikana Relocation Project

Project title: Marikana Relocation Project

Date screening report generated: 05/03/2020 09:40:19

Applicant: Homes 2000

Compiler: Seaton Thomson Ass

Compiler signature:


.....

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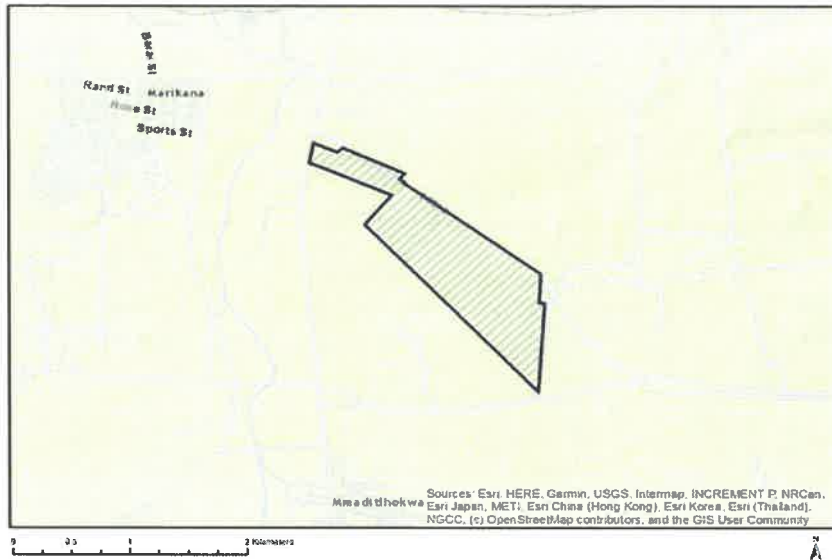
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Orientation map 1: General location	3
Map of proposed site and relevant area(s)	4
Cadastral details of the proposed site	4
Wind and Solar developments with an approved Environmental Authorisation or applications under consideration within 30 km of the proposed area	5
Environmental Management Frameworks relevant to the application	5
Environmental screening results and assessment outcomes	5
Relevant development incentives, restrictions, exclusions or prohibitions	6
Map indicating proposed development footprint within applicable development incentive, restriction, exclusion or prohibition zones	7
Proposed Development Area Environmental Sensitivity	7
Specialist assessments identified	8
Results of the environmental sensitivity of the proposed area	10
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Proposed Project Location

Orientation map 1: General location



Map of proposed site and relevant area(s)



Cadastral details of the proposed site

Property details:

No	Farm Name	Farm/ Erf No	Portion	Latitude	Longitude	Property Type
1	ROOIKOPPIES	297	0	25°41'46.71S	27°28'19.52E	Farm
2		467	0	25°44'24.24S	27°32'1.29E	Farm
3	ROOIKOPPIES	297	57	25°42'41S	27°30'6.89E	Farm Portion
4	ROOIKOPPIES	297	203	25°42'40.51S	27°29'58.21E	Farm Portion
5	ROOIKOPPIES	297	58	25°42'52.35S	27°29'54.91E	Farm Portion
6	ROOIKOPPIES	297	195	25°42'12.75S	27°29'16.93E	Farm Portion
7	ROOIKOPPIES	297	338	25°42'16.67S	27°29'41.03E	Farm Portion
8	ROOIKOPPIES	297	211	25°42'24.88S	27°29'55.52E	Farm Portion
9	ROOIKOPPIES	297	201	25°42'17.77S	27°29'32.33E	Farm Portion
10	ROOIKOPPIES	297	394	25°42'7.86S	27°29'9.29E	Farm Portion
11	ROOIKOPPIES	297	205	25°42'45.42S	27°29'57.8E	Farm Portion
12	ROOIKOPPIES	297	207	25°42'50.94S	27°29'57.49E	Farm Portion
13		467	56	25°42'56.36S	27°30'34.61E	Farm Portion
14	ROOIKOPPIES	297	199	25°42'13.97S	27°29'23.04E	Farm Portion
15	ROOIKOPPIES	297	355	25°42'13.94S	27°29'16.49E	Farm Portion
16	ROOIKOPPIES	297	333	25°43'8.25	27°29'39.87E	Farm Portion
17	ROOIKOPPIES	297	204	25°42'43.01S	27°29'58.56E	Farm Portion
18	ROOIKOPPIES	297	149	25°42'33.01S	27°29'12.75E	Farm Portion
19	ROOIKOPPIES	297	194	25°42'11.98S	27°29'17.51E	Farm Portion
20	ROOIKOPPIES	297	206	25°42'47.73S	27°29'57.26E	Farm Portion
21	ROOIKOPPIES	297	198	25°42'15.12S	27°29'30.69E	Farm Portion
22	ROOIKOPPIES	297	16	25°42'12.48S	27°29'28.05E	Farm Portion
23	ROOIKOPPIES	297	202	25°42'19.55S	27°29'36.52E	Farm Portion
24	ROOIKOPPIES	297	200	25°42'16.04S	27°29'28.11E	Farm Portion

Development footprint¹ vertices:

Footprint	Latitude	Longitude
1	25°42'13.96S	27°29'18.92E
1	25°42'14.1S	27°29'18.88E
1	25°42'12.68S	27°29'14.76E
1	25°42'12.53S	27°29'14.67E
1	25°42'7.01S	27°29'15.81E
1	25°42'9.66S	27°29'22.53E
1	25°42'8.37S	27°29'23.88E
1	25°42'15.56S	27°29'41.17E
1	25°42'17.06S	27°29'39.6E
1	25°42'17.86S	27°29'40.92E
1	25°42'18.17S	27°29'40.63E
1	25°42'43.6S	27°30'18.79E
1	25°42'51.74S	27°30'18.24E
1	25°42'51.84S	27°30'19.77E
1	25°43'16.69S	27°30'17.94E
1	25°42'29.82S	27°29'29.96E
1	25°42'21.63S	27°29'37.46E
1	25°42'14.1S	27°29'18.95E
1	25°42'13.96S	27°29'18.92E

Wind and Solar developments with an approved Environmental Authorisation or applications under consideration within 30 km of the proposed area

No	EIA Reference No	Classification	Status of application	Distance from proposed area (km)
1	12/12/20/2145	Solar PV	Approved	8.7
2	14/12/16/3/3/1/1297	Solar PV	Approved	10.8
3	12/12/20/2283	Solar PV	Approved	8.8

Environmental Management Frameworks relevant to the application

No intersections with EMF areas found.

Environmental screening results and assessment outcomes

The following sections contain a summary of any development incentives, restrictions, exclusions or prohibitions that apply to the proposed development footprint as well as the most environmental sensitive features on the footprint based on the footprint sensitivity screening results for the application classification that was selected. The application classification selected for this report is:

¹ “development footprint”, means the area within the site on which the development will take place and includes all ancillary developments for example roads, power lines, boundary walls, paving etc. which require vegetation clearance or which will be disturbed and for which the application has been submitted.

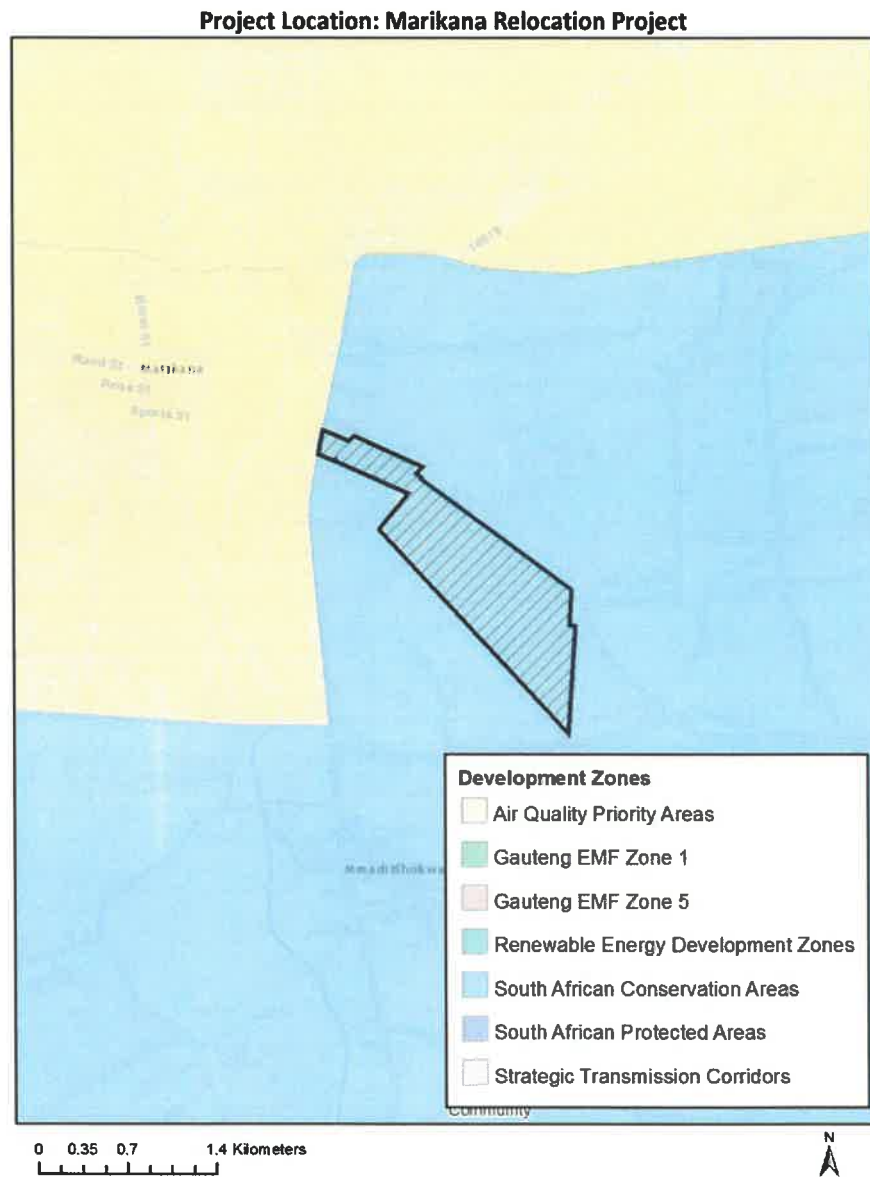
Transformation of land | From agriculture or afforestation | Transformation of land - From agriculture or afforestation.

Relevant development incentives, restrictions, exclusions or prohibitions

The following development incentives, restrictions, exclusions or prohibitions and their implications that apply to this footprint are indicated below.

Incentive, restriction or prohibition	Implication
Air Quality-Waterberg-Bojanala Priority Area	https://screening.environment.gov.za/ScreeningDownloads/DevelopmentZones/gg39489_nn1207a.pdf
South African Conservation Areas	https://screening.environment.gov.za/ScreeningDownloads/DevelopmentZones/SACAD_OR_2019_Q4_Metadata.pdf

Map indicating proposed development footprint within applicable development incentive, restriction, exclusion or prohibition zones



Proposed Development Area Environmental Sensitivity

The following summary of the development footprint environmental sensitivities is identified. Only the highest environmental sensitivity is indicated. The footprint environmental sensitivities for the proposed development footprint as identified, are indicative only and must be verified on site by a suitably qualified person before the specialist assessments identified below can be confirmed.

Theme	Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
Agriculture Theme	X			
Animal Species Theme			X	

Aquatic Biodiversity Theme	X			
Archaeological and Cultural Heritage Theme		X		
Civil Aviation Theme		X		
Plant Species Theme				X
Defence Theme				X
Terrestrial Biodiversity Theme	X			

Specialist assessments identified

Based on the selected classification, and the environmental sensitivities of the proposed development footprint, the following list of specialist assessments have been identified for inclusion in the assessment report. It is the responsibility of the EAP to confirm this list and to motivate in the assessment report, the reason for not including any of the identified specialist study including the provision of photographic evidence of the footprint situation.

No	Specialist assessment	Assessment Protocol
1	Agricultural Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Agriculture Assessment Protocols.pdf
2	Landscape/Visual Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
3	Archaeological and Cultural Heritage Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
4	Palaeontology Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
5	Terrestrial Biodiversity Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Terrestrial Biodiversity Assessment Protocols.pdf
6	Aquatic Biodiversity Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Aquatic Biodiversity Assessment.pdf
7	Hydrology	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols

	Assessment	/DraftGazetted General Requirement Assessment Protocols.pdf
8	Socio-Economic Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
9	Plant Species Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
10	Animal Species Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf

Results of the environmental sensitivity of the proposed area.

The following section represents the results of the screening for environmental sensitivity of the proposed footprint for relevant environmental themes associated with the project classification. It is the duty of the EAP to ensure that the environmental themes provided by the screening tool are comprehensive and complete for the project. Refer to the disclaimer.

MAP OF RELATIVE AGRICULTURE THEME SENSITIVITY

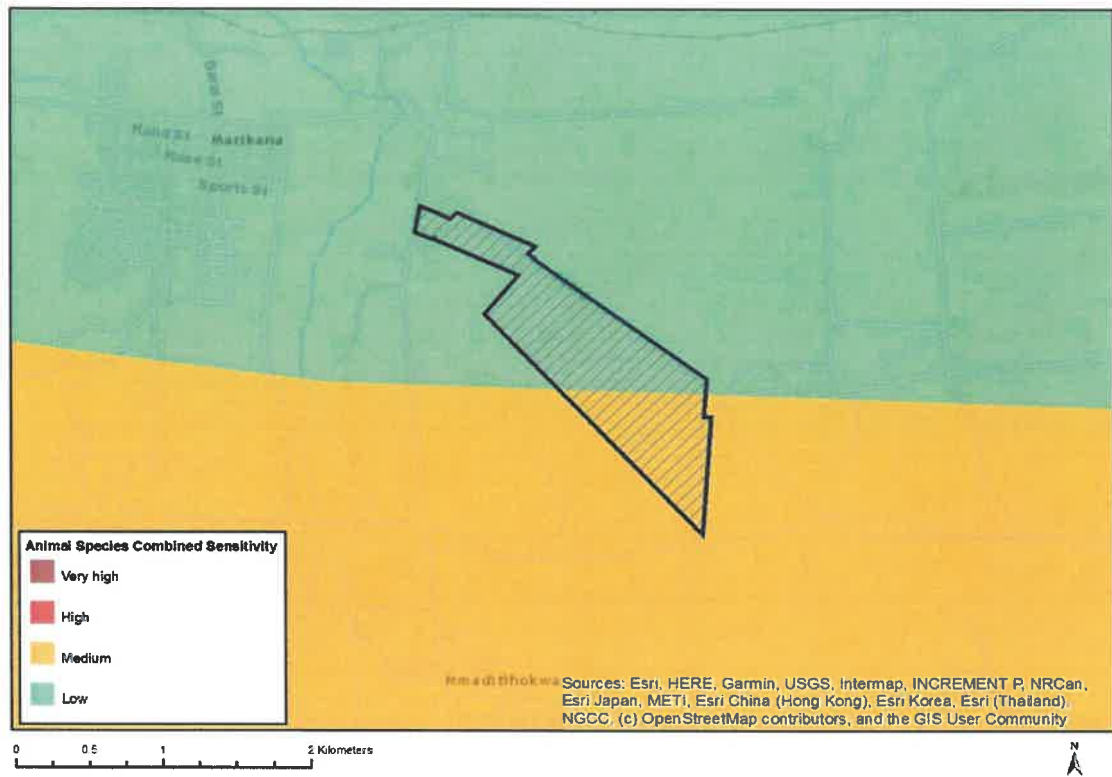


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
High	Annual Crop Cultivation / Planted Pastures Rotation; Land capability; 06. Low-Moderate/07. Low-Moderate/08. Moderate
Medium	Land capability; 06. Low-Moderate/07. Low-Moderate/08. Moderate
Very High	Pivot Irrigation; Land capability; 06. Low-Moderate/07. Low-Moderate/08. Moderate

MAP OF RELATIVE ANIMAL SPECIES THEME SENSITIVITY

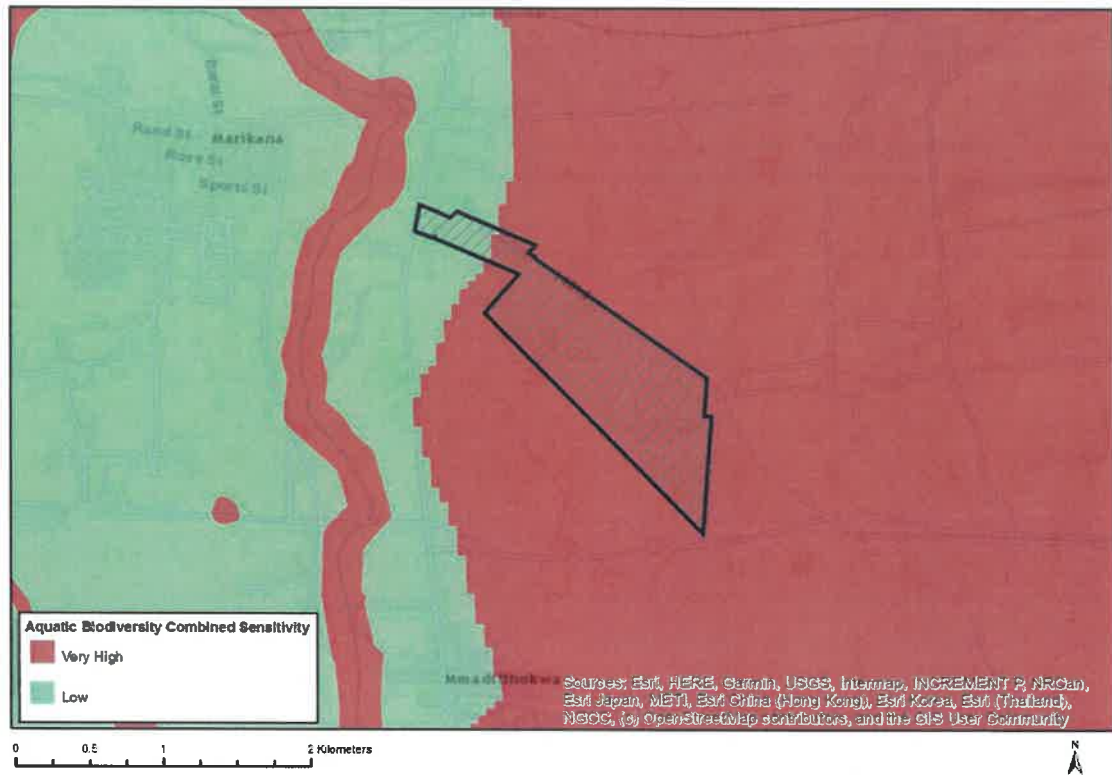


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity
Medium	Sensitive species 13

MAP OF RELATIVE AQUATIC BIODIVERSITY THEME SENSITIVITY

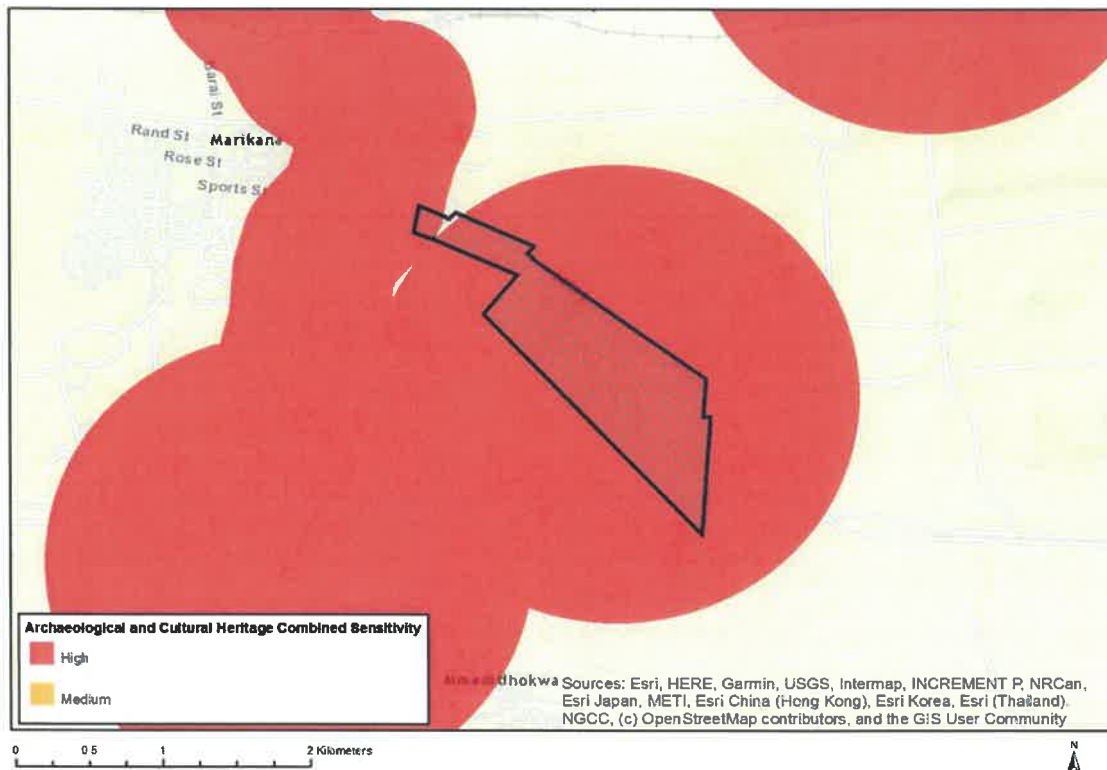


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low Sensitivity Areas
Very High	River, Ecological support area

MAP OF RELATIVE ARCHAEOLOGICAL AND CULTURAL HERITAGE THEME SENSITIVITY

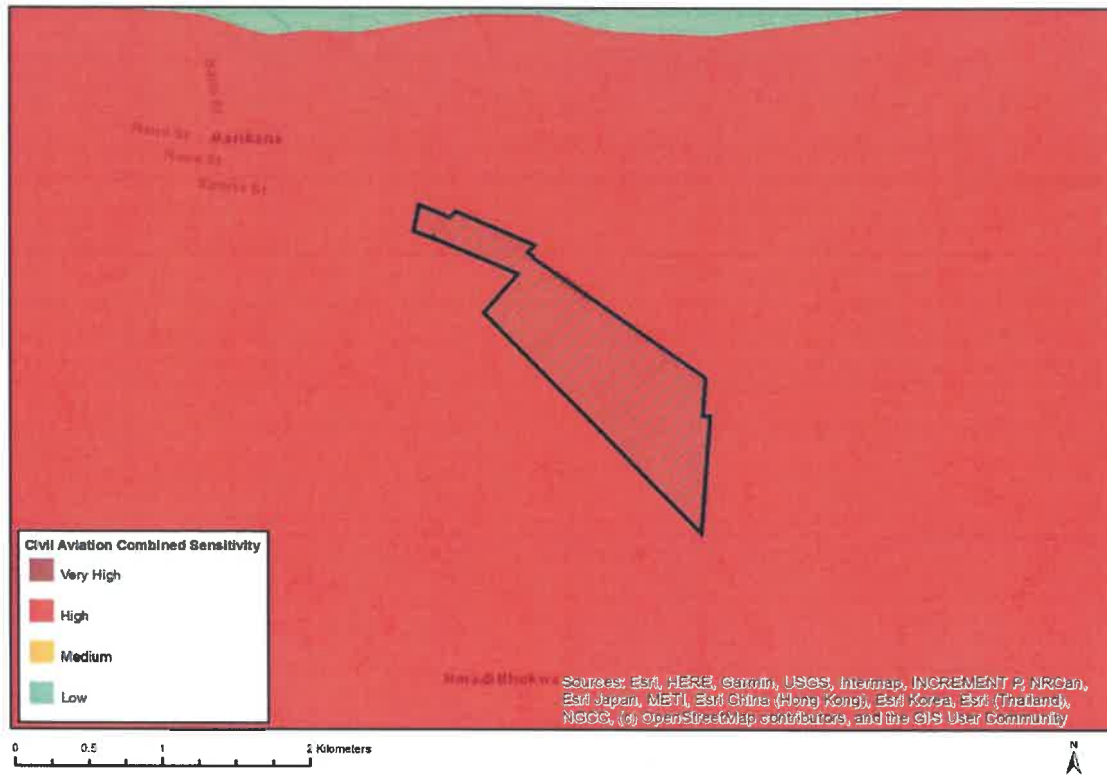


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
	X		

Sensitivity Features:

Sensitivity	Feature(s)
High	Within 500 m of an important river
High	Within 500 m of a heritage site

MAP OF RELATIVE CIVIL AVIATION THEME SENSITIVITY

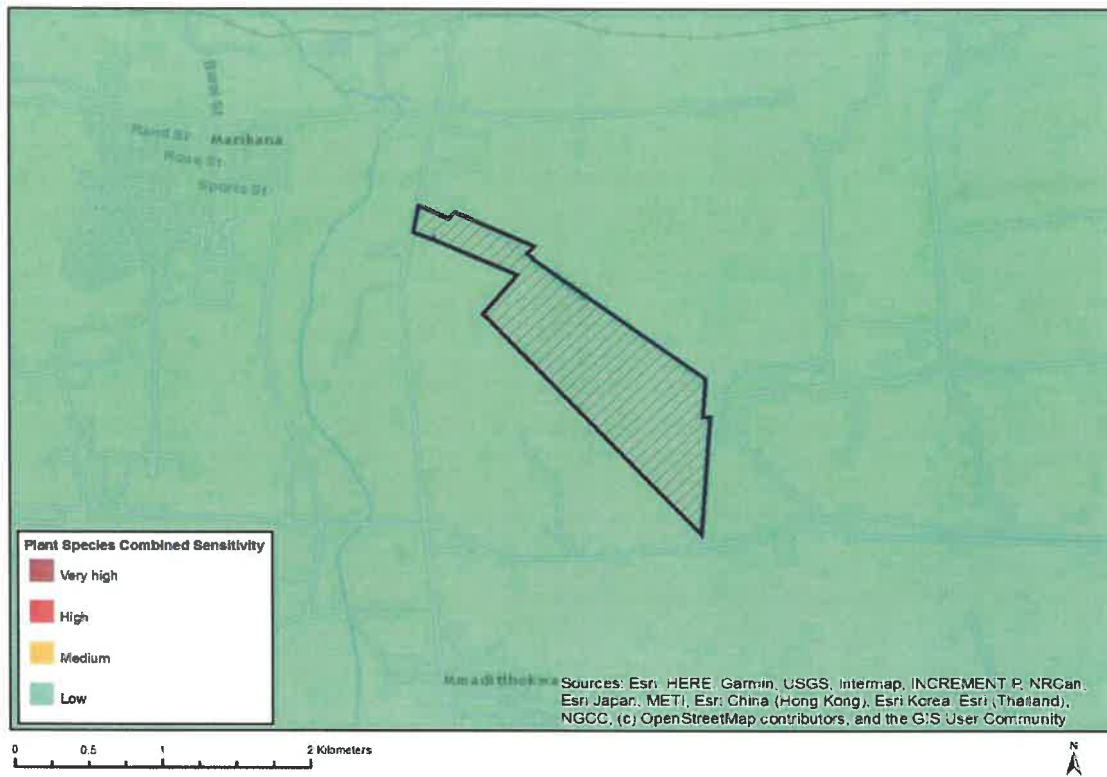


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
	X		

Sensitivity Features:

Sensitivity	Feature(s)
High	Dangerous and restricted airspace as demarcated

MAP OF RELATIVE PLANT SPECIES THEME SENSITIVITY

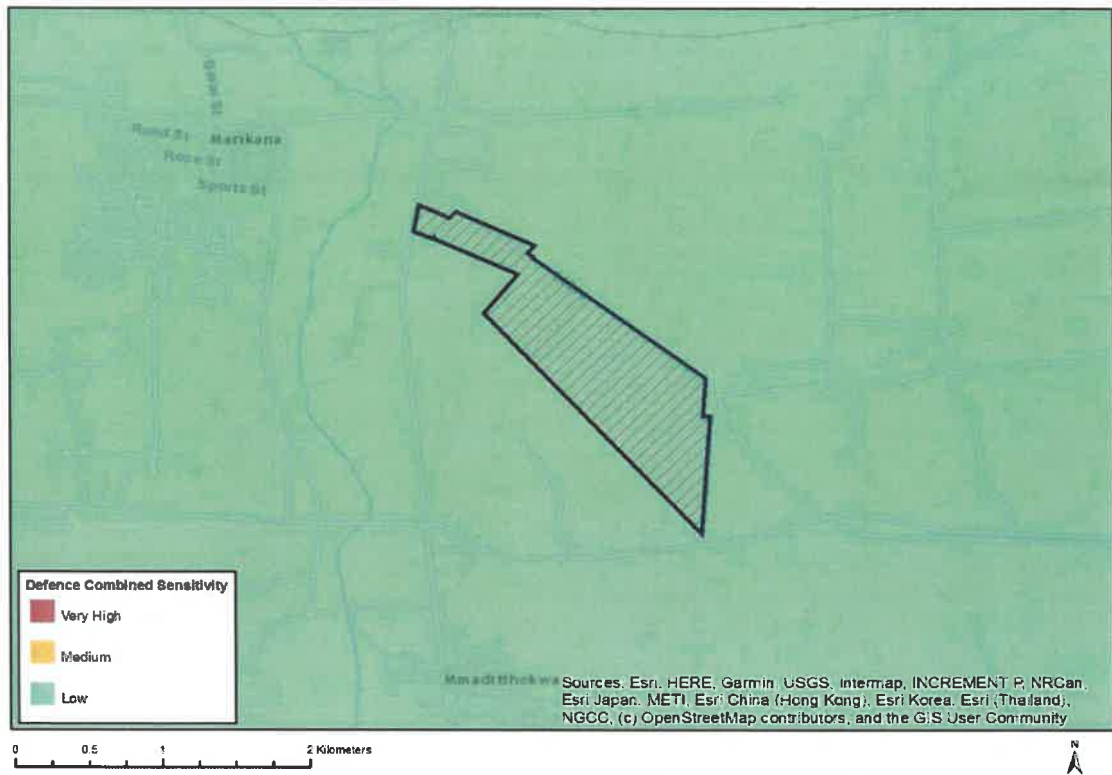


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity

MAP OF RELATIVE DEFENCE THEME SENSITIVITY



Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity

