

1367HA COMMERCIAL IRRIGATION FARM, 1 018HA WATER RIGHTS, WEIPE, LIMPOPO

ADDRESS:

Remaining Extent of Farm Alyth 837 - MS



ONLINE AUCTION

BIDS OPEN:

WEDNESDAY, 9 APRIL 2025 AT 08H00

BIDS CLOSE:

THURSDAY, 10 APRIL 2025 FROM 11H00

REGISTER TO BID:

biddersonline.co.za / 0861 444 242

CONTACT:

PIETER NEL – 0848800165 , pieter@bideasy.co.za

VIEWING:

BY APPOINTMENT

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TERMS AND CONDITIONS:

- **R1 000 000.00 REFUNDABLE DEPOSIT AND FICA DOCUMENTS TO REGISTER.**
- **5% DEPOSIT PAYABLE ON THE FALL OF THE HAMMER.**
- **6% BUYERS COMMISSION PLUS VAT PAYABLE ON THE FALL OF THE HAMMER.**

BANKING DETAILS FOR REGISTRATION DEPOSIT:

BIDDERS CHOICE (PTY) LTD

BANK: NEDBANK

ACCOUNT: 1030 1200 64

BRANCH CODE: 194 842

REF: USE YOUR SURNAME/COMPANY NAME

EMAIL PROOF OF PAYMENT TO: helen@bidderschoice.co.za

BIDDERS CHOICE OFFICE: 0861 444 242

REGISTER TO BID: biddersonline.co.za / 0861 444 242

1. DISCLAIMER

Whilst all reasonable care has been taken to obtain accurate information, neither BidEasy Auctions, nor any of its subsidiaries or associated companies, nor the Seller/s guarantee the correctness of the information herein and none of the aforementioned will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of BidEasy Auctions nor any of its subsidiaries or associated companies or the Sellers or any other person. The Consumer Protection Regulations as well as the Rules of Auction and Conditions of Sale can be viewed at www.bideasy.co.za or at 105 Dely Rd, Ashlea Gardens, Pretoria, 0081.

The Rules of Auction and Conditions of Sale/ Deed of Sale contain the FICA registration requirements if you intend to bid on behalf of another person or an entity. The above lots are all subject to a reserve price and the sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer. All Terms & Conditions apply. BidEasy reserves right to remove / add assets / lots without notice before or on auction day.

2. PROPERTY SUMMARY

Registered Owner	HILLHAUS INV PTY LTD
Physical Address	FARM ALYTH, MUSINA, LIMPOPO
LOT 1	SUB-DIVIDED PORTION 2
Legal Description	PORTION 2 OF FARM ALYTH 837-MS
Extent	± 215.0000
LOT 2	SUB-DIVIDED PORTION 3
Title Deed	PORTION 3 OF FARM ALYTH 837-MS
Extent	± 354.0000Ha
LOT 3	SUB-DIVIDED REMAINING EXTENT
Legal Description	REMAINING EXTENT OF FARM ALYTH 837-MS
Extent	± 795.7384Ha
LOT 4	UNDIVIDED FARM
Legal Description	REMAINING EXTENT OF FARM ALYTH 837-MS
Extent	± 1367.3484Ha
Zoning	AGRICULTURAL
Title Deed	T96426
Local Authority	LIMPOPO
Extent	± 1367.3484Ha
Rates, Taxes	Annual
Deposit to be paid	5% (Five Percent) On the fall of the hammer
Buyers Commission	6% (Six Percent) plus VAT on the fall of the hammer
Confirmation Period	7 Days
COC	Purchaser to provide
Occupation	On Registration of Transfer
VAT Registered	Seller Registered for VAT
Refundable Registration Fee	R1,000,000.00

3. RULES OF AUCTION

RULES OF AUCTION AND CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BIDDING OPENS: WEDNESDAY 9 APRIL 2025 @ 08H00
BIDDING ENDS: THURSDAY 10 APRIL 2025 FROM 11H00

BIDEASY AUCTIONS (PTY) LTD Reg: 2013/085568/07

105 Dely Road, Ashlea Gardens, Pretoria, 0081

Duly represented by: PIETER NEL
(The "AGENT")

Duly instructed by

HILLHAUS INV PTY LTD (REG 2013/197578/07)
(“the SELLER”)

and

(“the PURCHASER”)

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

TITLE DEED DESCRIPTION: PORTION 0 OF THE FARM ALYTH 837-MS, LIMPOPO

TITLE DEED: T96426/2014PTA

IN EXTENT: 1367.3484Ha

Together with all existing lease agreements pertaining thereto and all improvements of a permanent nature thereon (“the PROPERTY”) on the following terms and conditions:

1. AUCTION RULES AND PROCEDURE

- 1.1. The property will be sold subject to confirmation.
- 1.2. The seller and the AGENT/AUCTIONEER have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 (“the Act”) and with the Consumer Protection Act Regulations (“the Regulations”) that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: *“When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.”*
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder’s record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.

- 1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the AGENT/AUCTIONEER during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. The AGENT has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the AGENT.
- 1.9. The AUCTIONEER will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The total cost of advertising and conducting the auction of the property is **R35 000.00** which costs are broken down as follows:
- 1.10.1. Advertising costs;
 - 1.10.2. Brochure and marketing material;
 - 1.10.3. Boards
- 1.11. The conduct of the auction is subject to the control of the AUCTIONEER who has the sole right to regulate the bidding procedure.
- 1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the the Rules of Auction.
- 1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the AGENT/AUCTIONEER may accept or reject in their absolute discretion.
- 1.15. In the event of any dispute between the bidders, the decision of the AUCTIONEER shall be final and binding.
- 1.16. Any error by the AUCTIONEER shall be entitled to be corrected by him.
- 1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AGENT/AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase the property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. **PURCHASE PRICE**

And the purchase price shall be paid as follows:

- 2.1. A deposit of 5% (FIVE PERCENT) of the purchase price to the **AGENT/AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AGENT/AUCTIONEER** to pay over to the **SELLERS** attorneys.
- 2.2. The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **SELLER'S ATTORNEY** to invest all amounts paid on account of the Purchase Price in an interest bearing account with a bank of the **SELLER'S ATTORNEY** choice. The interest shall accrue to the **PURCHASER**.
- 2.3. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within 45 (Forty Five) calendar days from date of acceptance hereof by the **SELLER**, failing which, the **PURCHASER** shall be in breach of this agreement.

- 2.4. If guarantees are not provided as per 2.3 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER's** rights to act in terms of the breach of contract provisions contained herein below.
- 2.5. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AGENT/AUCTIONEER's** Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.

3. ACCEPTANCE AND CONFIRMATION

- 3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER's** offer shall remain open for acceptance by **THE SELLER** or by the **AGENT/AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **17TH Day of APRIL 2025** ("confirmation period"). The **PURCHASER** and the **AGENT/AUCTIONEER** acknowledge and agree that this provision are inserted and intended for the benefit of the **SELLER**.
- 3.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AGENT/AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 3.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AGENT/AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.
- 3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

4. VALUE-ADDED TAX

- 4.1 The Purchase Price is exclusive of VAT.
- 4.2 It is recorded that:
 - 4.2.1 The **PROPERTY** constitutes an enterprise as defined in the Act and is sold as a going concern that will on the date of transfer be an income earning activity capable of separate operation, and the supply of the **PROPERTY** shall be 'zero rated' in terms of Section 11 (1) (e) of the Act;
 - 4.2.2 The assets and all other aspects of the business that are necessary for carrying on the enterprise, including all existing lease agreements pertaining to the property and any deposits of tenants, are being disposed of to the **PURCHASER** in terms of this Agreement.
- 4.3 The **SELLER** and **PURCHASER** respectively warrant, if applicable, to the other that they will, with effect from the date of conclusion of this Agreement, be registered as vendors in terms of the Act. The **PURCHASER** undertakes to provide the **SELLER's** attorneys with a copy of its VAT Registration Certificate (form VAT 103) at least 21 (twenty one) days before the anticipated Transfer Date and the **PURCHASER** warrants that it has applied for VAT registration before the date of conclusion of this Agreement.
- 4.4 In the event of VAT being payable on the Purchase price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER's** Attorneys immediately on demand therefore.
- 4.5 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

5. AGENT'S COMMISSION - PURCHASER

- 5.1. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms hereof, **AGENT's** commission of %6 (six per cent) plus VAT of the Purchase Price, which commission shall be paid on the fall of the hammer, and shall be deemed to have been earned immediately upon the signing of acceptance of the **PURCHASER's** offer in terms hereof by the **SELLER**.

- 5.2. The **PURCHASER** shall pay the full amount of **AGENT**'s commission into the trust account of the **AGENT** immediately upon the signing of hereof by the **PURCHASER**, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AGENT** pending acceptance by the **SELLER** of the **PURCHASER**'s offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period.
- 5.3. The **PURCHASER** shall be liable to pay to the **AGENT**, upon demand, a fee equal to any bank charges that the **AGENT** may become liable for upon payment of the **AGENT**'s commission into the **AGENT**'s chosen bank account.
- 5.4. The **SELLER** shall be liable for and pay **AGENT**'s commission of 2% (two per cent) plus VAT of the Purchase Price, which commission shall be paid on registration of transfer of the property into the name of the **PURCHASER**, and shall be deemed to have been earned immediately upon the signing of acceptance of the **PURCHASER**'s offer in terms hereof by the **SELLER**.
- 5.5. The provisions of this clause 5 are inserted and intended for the benefit of the **AGENT** who by his signature hereto, accepts such benefit.

6 OCCUPATIONAL INTEREST

- 6.1 The **PURCHASER** shall take occupation of the **PROPERTY** on registration of transfer.
- 6.2 In the event that the **PURCHASER** occupies the property prior to registration of transfer, with written consent by the **SELLER**, the **PURCHASER** shall pay occupational interest to the **SELLER** calculated at 1% (one percent) of the balance of the Purchase Price per month in advance on the first day of every month, from date of occupation until date of transfer, both days inclusive, payable directly to the **SELLER**'s Attorney (reduced *pro rata* for any period less than a month). If this agreement is cancelled for any reason then the **PURCHASER** undertakes to immediately restore vacant occupation of the property to the **SELLER**, it being recorded that no tenancy shall be deemed to have been created hereby.

7 RATES AND TAXES

- 7.1 The **SELLER** shall be liable for all rates and taxes and other Municipal charges levied on the **PROPERTY** for the period prior to occupation and the **PURCHASER** shall be liable for all rates and taxes and other Municipal charges levied thereafter.
- 7.2 The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates and taxes and services paid in advance by the **SELLER** for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8 SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that the **SELLER**, **AGENT** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the Purchase Price from the **SELLER**, if the **SELLER** is a non-resident of the Republic of South Africa and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

- 8.1 The **SELLER** warrants that he is a **RESIDENT** of the Republic of South Africa; (delete whichever is not applicable);
- 8.2 The **SELLER** hereby indemnifies and holds harmless both the **AGENT/AUCTIONEER** and the **SELLER'S** Attorneys attending to the transfer of the **PROPERTY** hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the **SELLER**, or from any other source and the **SELLER** further waives any right of recourse he may have against the said **SELLER**'s Attorneys and/or **AGENT/AUCTIONEER**, in respect of any action or omission by them in terms of the Act, on information supplied to them by the **SELLER**, or any other source.

9 TRANSFER AND COSTS OF TRANSFER

- 9.1 Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the **PURCHASER** may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.
- 9.2 Transfer of the **PROPERTY** shall be passed, by the **SELLER**'s Attorneys, as soon as reasonably possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3 The **PURCHASER** hereby specifically authorises and agrees to the **SELLER**'s Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises

and agrees to the **SELLER's** Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.

- 9.4** Transfer of the **PROPERTY** shall be effected by the **SELLER's** Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.
- 9.5** In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 9.6** The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
- 9.7** This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.

10 OCCUPATION AND RISK

- 10.1** Possession of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2** Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
- 10.3** Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –
- 10.3.1** the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
- 10.3.2** The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.

11 EXISTING TENANCIES

- 11.1** **SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER's** responsibility, for the **PURCHASER's** own account, to ensure vacant occupation of the **PROPERTY**.
- 11.2** The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.

12 REPAIRS AND IMPROVEMENTS

- 12.1** Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 12.2** The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 12.3** The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

13 VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 13.1** The **PROPERTY** is sold “voetstoets” and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AGENT/AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor’s pegs or beacons in respect of the **PROPERTY**.
- 13.2** The **PURCHASER** acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto, by the **AGENT/AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this Agreement.
- 13.3** The **PURCHASER** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.
- 13.4** Annexure 2 hereto sets out information pertaining to the **PROPERTY** which is specifically brought to the attention of the **PURCHASER**.

14 BREACH

- 14.1** If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

14.1.1 to cancel this Agreement and upon cancellation: -

14.1.1.1 if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AGENT/AUCTIONEER**’s commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER**’s consent; and

14.1.1.2 the **PURCHASER** hereby instructs the **TRANSFERING ATTORNEY** to pay the deposit, as per clause 2.1, to the **SELLER** as *roukoop* on cancellation.

(OR)

14.1.1.3 if the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER**, and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER**’s default;

14.1.2 to claim immediate performance and/or payment of all the defaulting party’s obligations in terms hereof.

- 14.2** Upon cancellation of this Agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER**’s title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.

15 ADDRESS / DOMICILIUM

- 15.1** The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Deed of Sale, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.
- 15.2** Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party’s telefax number and/or email address as stipulated herein.
- 15.3** The terms of “writing” shall include communications by email or facsimile.

16 JOINT AND SEVERAL LIABILITY

If this agreement is concluded with more than one **PURCHASER**, the liability of all such **PURCHASERS** to the **SELLER** and to the **AGENT/AGENT/AUCTIONEER** shall be joint and several *in solidum*.

17 SECTION 112 AND 115 OF THE COMPANIES ACT

17.1 It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

17.2 Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.

17.3 If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

18 NOMINEE

The **PURCHASER** shall be entitled, by notice in writing to the **SELLER**, to nominate a nominee in his place as **PURCHASER**, upon the following terms and conditions:

18.1 the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;

18.2 the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;

18.3 the notice shall be accompanied by the nominee's written acknowledgement:

18.3.1 that it is fully aware of all the terms and conditions of this Deed of Sale as if fully set out in such written acknowledgement; and

18.3.2 that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;

18.4 should the **PURCHASER** nominate a nominee in terms of this clause, then:

18.4.1 all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and

18.4.2 the **PURCHASER** by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all the obligations of the aforesaid nominee as **PURCHASER**, to and in favour of the **SELLER**, for all the **PURCHASER'S** obligations under this agreement, including damages, and renounces the benefits of division and *excussio*.

19 INSOLVENCY ACT NO. 24 OF 1936

The Parties agree that notice of the sale of the property, pursuant to this Agreement, will not be published by the **SELLER** and the **SELLER** indemnifies the **PURCHASER** against any claims which may be made arising from the said sale not being advertised. The **SELLER** warrants the **PURCHASER** that if any proceedings of any kind referred to in SECTION 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due by the entity that has instituted such proceedings. The **SELLER** furthermore indemnifies and holds the **PURCHASER** harmless against any losses or damages that the **PURCHASER** may suffer by reason of such proceedings being instituted

20 SECTION 112 AND 115 OF THE COMPANIES ACT

20.1 It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

20.2 Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.

- 20.3 If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

21. COMPANY TO BE FORMED

- 21.1 In the event of the **PURCHASER** signing this agreement in his capacity as AGENT/AUCTIONEER for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.
- 21.2 In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

22.2 COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

- 22.1 Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.
- 22.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs this Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the **PURCHASER**'s obligations in terms of this Rules of Auction and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 19.

23 ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

- 23.1 The **PURCHASER** hereby undertakes to furnish the **SELLER's** Attorneys, prior to occupation or transfer by the **PURCHASER**, whichever is the earlier, with a Certificate of Compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the **PURCHASER**.
- 23.2 Upon the **PURCHASER** furnishing the **SELLER's** Attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.
- 23.3 The **SELLER** warrants that, as at date of occupation or transfer, whichever is the earlier; there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate by the **PURCHASER**. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.
- 23.4 An Electrical Certificate of Compliance issued not more 2 (two) years prior to the date of this Agreement of Sale shall be valid and effective for the purposes of this clause 21.

24 DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION

- 24.1 Should any dispute, disagreement or claim arise between the parties, which includes the **AGENT/AUCTIONEER**, ("the dispute") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right, but not be obliged, to:
- 24.1.1 submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("**AFSA**"), upon such terms as agreed between the parties and the secretariat of **AFSA**; and
- 24.1.2 failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.

- 24.2 Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.
- 24.3 Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 24.4 The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 24.5 The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.
- 24.6 The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions if invoked by the other. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

25 **MAGISTRATES' COURT JURISDICTION**

The Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with Section 28 of the Magistrates' Court Act of 1944 as amended. Notwithstanding the aforementioned, this shall not preclude either Party from approaching the High Court of South Africa for any relief sought. This Agreement shall further be governed in terms of the law of the Republic of South Africa.

26 **GENERAL CLAUSES**

- 26.1 This Deed of Sale constitute the whole agreement between the Parties as to the subject matter hereof and no agreement, representation or warranty between the Parties other than those set out herein are binding on the Parties.
- 26.2 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.
- 26.3 No variation or alteration or cancellation of this Deed of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- 26.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.
- 26.5 The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 26.6 The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 26.7 In the event that the property sold in terms hereof forms part of a sectional scheme or Homeowners Association, then the **PURCHASER** acknowledges that the owner and the property are subject to the rules and regulations of the Body Corporate or Homeowners Association, which have been promulgated. The **PURCHASER** warrants he has read and familiarised himself with the applicable rules and regulations and undertakes to sign all documents and do all things necessary in order for him to become and remain a member of the Body Corporate or the Homeowners Association for as long as he is the owner of the section purchased in terms of this agreement. Where relevant it is recorded that the developer has secured and reserved for himself a real right of extension in respect of the property and that the **PURCHASER** purchases this property accepting the developer's real right of extension.

CONSUMER PROTECTION ACT

27.1 In the event that this agreement is subject to the provisions of the Consumer Protection Act 68 of 2008, then in such event the **SELLER** and the **PURCHASER** hereby incorporate by agreement those provisions of the Act that are applicable to this transaction.

27.2 In particular and notwithstanding anything to the contrary hereinbefore contained:

27.2.1 The notice for any breach by the **PURCHASER** shall be 20 working days.

27.2.2 The cooling off provisions contained in section 16 of the Act shall apply only if this transaction arose as a result of direct marketing.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE

_____ DAY OF _____

And sold by the rise for the amount of R _____
(Words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS:	(landline)	_____
	(Fax)	_____
	(Email)	_____
	(Cell)	_____

TO:
MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS:	(home)	_____
	(Work)	_____
	(Fax)	_____
	(Email)	_____
	(Cell)	_____

MARITAL STATUS _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED BY THE PURCHASER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

BIDEASY AUCTIONS (PTY) LTD duly authorised (**BidEasy Auctions** hereby accepts all the rights conferred upon it in terms of this Agreement)

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

SELLER (and where applicable the **SELLER** is duly authorised)

SELLER'S ADDRESS:

hereby certify that the Rules of auction to the best of my knowledge meet the requirements of Regulation 21 of the Consumer Protection Act

AUCTIONEER FULL NAME(S) Pieter Johannes Lodewikus Nel SIGNATURE: _____

ADDRESS: 105 Dely Road, Ashlea Gardens, Pretoria, 0081 CONTACT NUMBER: 084 8800 165

DEED OF SURETYSHIP

I / We the undersigned, _____

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AGENT/AUCTIONEER** for all the obligations of the **PURCHASER** under this agreement and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____
_____ **SURETY**

2. _____
_____ **SELLER**

BIDEASY AUCTIONS (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

ANNEXURE 1

BIDEASY AUCTIONS (PTY) LTD

FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner passport;
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
3. South African Income Tax reference number.
4. Confirmation marital status, i.e. ANC or COP

If Married

5. Marriage certificate –
 - Community of property – Copy of spouses ID
 - Ante nuptial Contract – Copy of contract
6. Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state
8. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

- Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.
- All directors / members / trustees must also comply with paragraphs 1 to 4 above

with the following attached:

Companies:

1. CM1.
2. CM22.

Close Corporations:

1. CK1;
2. and, if applicable, CK2.

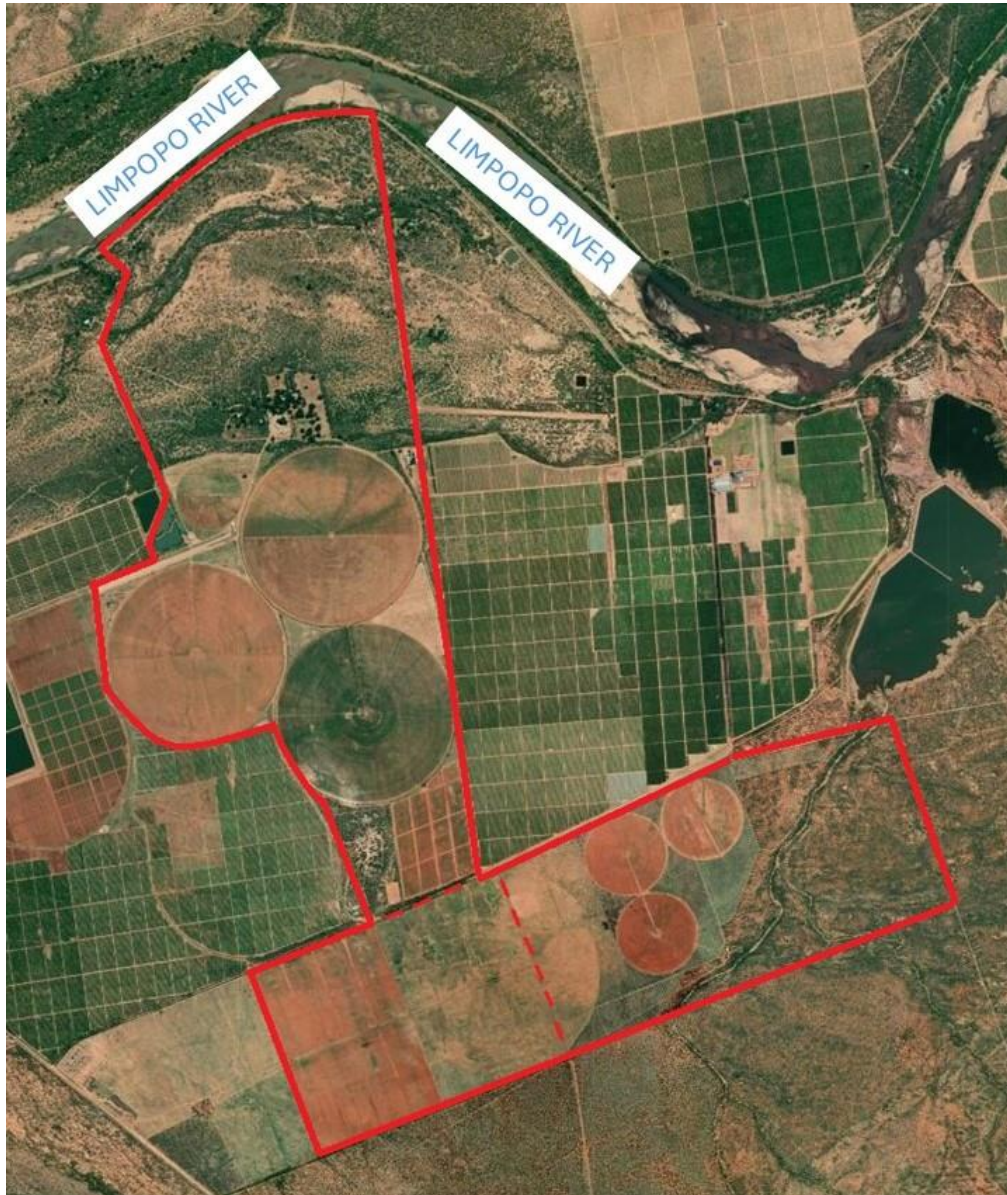
Trusts:

1. Letters of Authority / Master's Certificate;
2. Trust Deed and all amendments thereto.
3. Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

- Detailed FICA requirements for Entities or other, if applicable, will be supplied to such Purchasers, in due course.

4. PROPERTY DESCRIPTION

This is a very rare opportunity to own a 1367Ha generational commercial irrigation farm, that lies on the Weipe tract of land, with registered water supply of 1018Ha from the Limpopo River (Scheme) and boreholes.



The farming activities on the farm are primarily cash crops including Cotton, Potatoes rotating with various other cash crops. There is 256Ha of land that is designed for the potential of citrus farming.

The main farming practice is cotton and tomato farming in summer & potatoes, wheat, pumpkin / butternut on a rotation basis and according to market requirements and demand.

Commercial Farm

This is an established farm that is fully equipped and irrigated with sufficient water to sustain farming. The farm has been owned and **operated for commercial gain** for 3 generations.

Due to this infrastructure, the farm can **produce 4 harvests per 2 year cycle / 2 crops per annum**. This provides diversification of income and increased resilience in market fluctuations.

The infrastructure on the farm is extensive with regards to irrigation, pivots, water reticulation, buildings and 2 processing plants. There **are water rights for 1018Ha** and it is linked to the **Eskom** grid for its main power supply needs.

The topography of the farm slopes gradually in a northerly direction towards the river. The soil has a dark brown / red color type – Hutton type, with mainly a sandy / loam texture type. The climate in this area is moderate and ideal for crop farming.

Dragon-Line Mobile Drip and normal Pivots and dripline Irrigation covers the whole farm. Probes are also used to monitor irrigation, and props are installed to manage the water reticulation optimally. This **highly efficient irrigation system** reduces the amount of water required on pivots as well as the electricity output. Dual valves on pivots allows for sprayers or mobile drip to be used. The water saving and the electricity saving is approximately 40% - 60%.

To manage the rate and velocity of runoff, the farm has established run off canals as well as barriers on the curvatures of the pivots to minimize the concentrations of runoff volume and to slow down the runoff velocity, allowing the water more time to soak into the soil, limiting its capacity to transport soil particles and diminishing its ability to cause scour erosion. Additionally, 30 000 meters of sub-surface drainage has been installed.

There is a complete commercial cotton processing plant, **Cotton Gin**. One of only 6 in South Africa. The sector is within an industry that has potential to grow rapidly, as it is a commodity that was in short supply the world over, with an international shortage recorded in the 2024/2025 season.

The farm has 2.4m **Game Fencing** around the entire farm with 24 Strands. The fencing around the homestead is diamond mesh.

The subdivision of the farm into 3 portions has been approved.

Location:

The farming activity in this farming node along the Weipe tract of land, where this farm is located, is orchard farming, with cash crops and game farming. It is well known for its superb soil quality, water availability and climate.

The location allows niche market access due to the timing and quality produced from the area.

Cash crop farming units with citrus farming are the bulk of the farming practices along the Limpopo River, due to the soil condition, good water quality and irrigation infrastructure in place.

The farm is located in the Limpopo province near the town of Musina, which is predominantly a summer rainfall area. The average rainfall for the area is 250 mm - 350 mm per year. The average daily summer temperature is between 25°C and 40°C and the average daily winter temperature is between 8°C and 25°C. This is a frost and hail storm free zone, but they may occasionally occur.

Farm Layout:

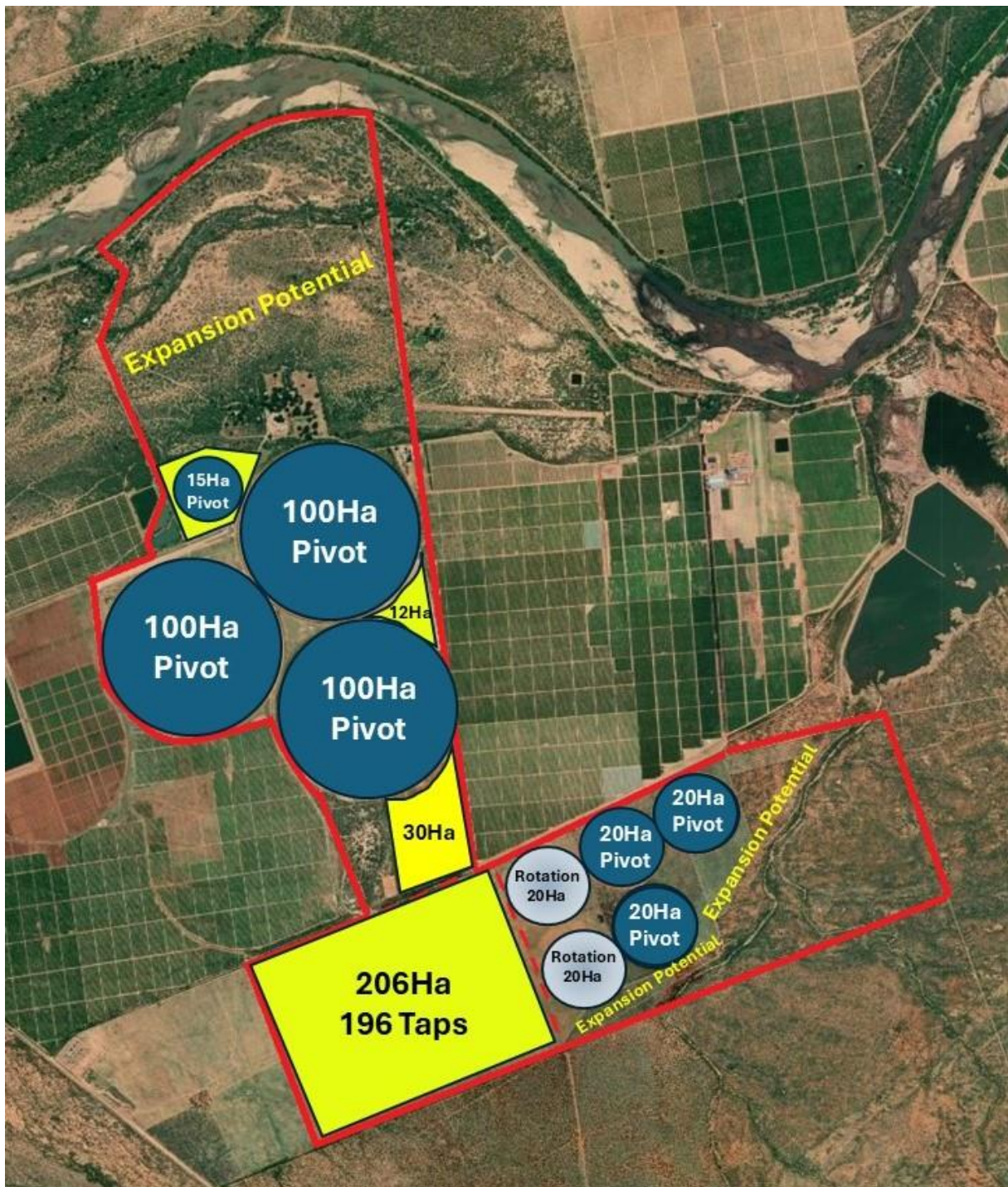


The farm has an irregular shape, predominantly flat with gentle sloping in various directions, and towards the Limpopo River.

There are 2 familial grave sites on the farm near the homestead.

Irrigation Site Plan:

The irrigated farmland used for crop generation consists of various blocks that are divided into pivots and orchards. Dragon-Line mobile drip on Pivots and normal Dripline Irrigation covers the whole farm. Probes are also used to monitor irrigation, and props are installed to manage the water reticulation optimally.



Water Rights:

The main water supply is from the Limpopo River, and boreholes from this aquifer, which is pumped to balancing dams then reticulated to the farmlands. 1018Ha water sources are registered with the Department of Water Affairs and Forestry. There are 48 boreholes on the banks of the river and 9 inside the river bed. The pumps are submersible and centrifugal pumps.

**water & sanitation**

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

National Register of Water Use Registration Record 27098220

Water Use Registration Record 27098220 is issued in terms of the regulations requiring that a Water Use be registered, promulgated under Section 26(1)(c) of the National Water Act(Act 36 of 1998) to:

Applicant

Applicant Type:	COMPANY
Name:	HANALINE BOERDERY (PTY) LTD
Enterprise Type	PRIVATE COMPANY
Business Registration Number:	2013/197578/07
Postal Address:	PO BOX 505 MUSINA 0900
VAT Registration Number:	400128365

Water Management Area

Name:	LIMPOPO
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Register Status

Status:	ACTIVE
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water & sanitation

Department
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

National Register of Water Use Registration Record 27098220

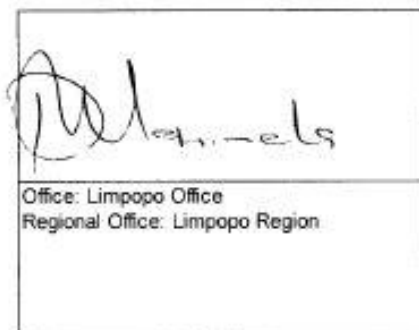
Water Use Registration Record 27098220 is issued in terms of the regulations requiring that a Water Use be registered, promulgated under Section 26(1)(c) of the National Water Act (Act 36 of 1998) to:

Continued from Page 1...

Water Uses

See attached Annexure(s)

Water Use No.	Water Use	Current Authorisation Type	Volume	Volume Start Date	Volume End Date
1	21(a)	LAWFULNESS STILL TO BE DETERMINED	5 000 000 CUBIC METRES PER YEAR	2014/12/01	
2	21(a)	LAWFULNESS STILL TO BE DETERMINED	5 000 000 CUBIC METRES PER YEAR	2014/12/01	
3	21(b)	LAWFULNESS STILL TO BE DETERMINED		2014/12/01	



DISCLAIMER :

This Registration Record:

- 1. is not an acknowledgement of an entitlement to the registered water use;
- 2. may NOT be used to create the impression that it is proof of a water use entitlement. By virtue of section 22(1) of the National Water Act, the only documents that may be used as proof of a water use entitlement, are:
 - 2.1 a licence;
 - 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 36 of the National Water Act;
 - 2.3 a general authorisation as published in the Gazette; or
 - 2.4 Schedule 1 of the National Water Act.

Notes:

- If an entitlement for the specific water use referred to in this Registration Record has been confirmed by the Department, it may be indicated as such in this Registration Record.
- If the responsible authority has dispensed with the requirement for a licence for a specific water use, no water use entitlement is needed for that use under the National Water Act.
- Issued without alterations or creases and is invalid if it contains alterations not in conformity with the Department's official copy and in substitution of any Registration Record the Department may have previously issued and the information is valid as at the date of issue.

National Register of Water Use Registration Record 27098220

Taking water from a water resource in terms of Section 21(a) of the National Water Act

Water Use Identification

Register Number: 27098220
 Water Use Number: 1
 Water Use Start Date: 2014/12/01
 Water Use Status Date: 2015/01/23
 Water Use Status: REGISTERED

Lawfulness Authentication

Finding: LAWFULNESS STILL TO BE DETERMINED
 Finding Date: 2015/01/23
 Finding Reason:
 Finding Confirmed: YES

Water Use Details

Water Use Sector(s)(i.e. Purpose(s) of Water Use): AGRICULTURE; IRRIGATION
 Source Type: RIVER/STREAM
 Water Resource Name: LIMPOPO RIVER
 Point of Abstraction: Latitude 22° 9' 20" south Longitude 29° 34' 10" east
 Datum Type: CAPE (MODIFIED CLARKE 1880)
 Quaternary Drainage Region: A71L

Registered Volumes

Start Date	End Date	Registered Volume (m³)	Time Interval
2014/12/01		5093000	PER YEAR

Property Where Water Use Occurs

Property Name: ALYTH MS 837/0
 Property Number: 837
 Portion of Property: 0
 SG Cadastral Code: T0MS00000000083700000
 Deeds Office: PRETORIA
 Registration Division: MS
 Registration Division Province: LIMPOPO
 Surveyor General Office: PRETORIA

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2014/12/01	

National Register of Water Use Registration Record 27098220

Taking water from a water resource in terms of Section 21(a) of the National Water Act

Water Use Identification

Register Number:	27098220
Water Use Number:	1
Water Use Start Date:	2014/12/01
Water Use Status Date:	2015/01/23
Water Use Status:	REGISTERED

DISCLAIMER:

This Registration Record:

is not an acknowledgement of an entitlement to the registered water use;

may NOT be used to create the impression that it is proof of a water use entitlement. By virtue of section 22(1) of the National Water Act, the only documents that may be used as proof of a water use entitlement, are:

2.1 a licence;

2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 38 of the National Water Act;

2.3 a general authorisation as published in the Gazette; or

2.4 Schedule 1 of the National Water Act.

Notes:

- If an entitlement for the specific water use referred to in this Registration Record has been confirmed by the Department, it may be indicated as such in this Registration Record.

- If the responsible authority has dispensed with the requirement for a licence for a specific water use, no water use entitlement is needed for that use under the National Water Act.

Is issued without alterations or erasures and is invalid if it contains alterations not in conformity with the Department's official copy, and in substitution of any Registration Record the Department may have previously issued and the information is valid as at the date of issue.

National Register of Water Use Registration Record 27098220

Taking water from a water resource in terms of Section 21(a) of the National Water Act

Water Use Identification

Register Number: 27098220
 Water Use Number: 2
 Water Use Start Date: 2014/12/01
 Water Use Status Date: 2015/01/23
 Water Use Status: REGISTERED

Lawfulness Authentication

Finding: LAWFULNESS STILL TO BE DETERMINED
 Finding Date: 2015/01/23
 Finding Reason:
 Finding Confirmed: YES

Water Use Details

Water Use Sector(s)(i.e. Purpose(s) of Water Use): AGRICULTURE: IRRIGATION
 Source Type: BOREHOLE
 Water Resource Name: GROUNDWATER
 Point of Abstraction: Latitude 22° 9' 20" south Longitude 29° 34' 10" east
 Datum Type: CAPE (MODIFIED CLARKE 1880)
 Quaternary Drainage Region: A71L

Registered Volumes

Start Date	End Date	Registered Volume (m³)	Time Interval
2014/12/01		5093000	PER YEAR

Property Where Water Use Occurs

Property Name: ALYTH MS 837/0
 Property Number: 837
 Portion of Property: 0
 SG Cadastral Code: T0MS00000000083700000
 Deeds Office: PRETORIA
 Registration Division: MS
 Registration Division Province: LIMPOPO
 Surveyor General Office: PRETORIA

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2014/12/01	

National Register of Water Use Registration Record 27098220

Taking water from a water resource in terms of Section 21(a) of the National Water Act

Water Use Identification

Register Number:	27098220
Water Use Number:	2
Water Use Start Date:	2014/12/01
Water Use Status Date:	2015/01/23
Water Use Status:	REGISTERED

DISCLAIMER

This Registration Record:

Is not an acknowledgement of an entitlement to the registered water use;

May NOT be used to create the impression that it is proof of a water use entitlement. By virtue of section 22(1) of the National Water Act, the only documents that may be used as proof of a water use entitlement, are:

- 2.1 a licence;
- 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 36 of the National Water Act;
- 2.3 a general authorisation as published in the Gazette; or
- 2.4 Schedule 1 of the National Water Act.

Notes:

- If an entitlement for the specific water use referred to in this Registration Record has been confirmed by the Department, it may be indicated as such in this Registration Record.
- If the responsible authority has dispensed with the requirement for a licence for a specific water use, no water use entitlement is needed for that use under the National Water Act.

Is issued without alterations or erasures and is invalid if it contains alterations not in conformity with the Department's official copy and in substitution of any Registration Record the Department may have previously issued and the information is valid as at the date of issue.

National Register of Water Use Registration Record 27098220

Storing water in terms of Section 21(b) of the National Water Act: Dam Registration

Water Use Identification

Register Number:	27098220
Water Use Number:	3
Water Use Start Date:	2014/12/01
Water Use Status Date:	2015/01/23
Water Use Status:	REGISTERED

Lawfulness Authentication

Finding:	LAWFULNESS STILL TO BE DETERMINED
Finding Date:	2015/01/23
Finding Reason:	
Finding Confirmed:	YES

Water Use Details for Raw Water Dam

Water Use Sector(s)(i.e. Purpose(s) of Water Use):	AGRICULTURE: IRRIGATION
Quaternary Drainage Region:	A71L

Dam Details

Dam Name:	BALANCING DAM	
Name of Watercourse:		
Centre of Dam Wall:	Latitude	Longitude
	22° 9' 20" south	29° 34' 10" east
Datum Type:	WGS-84	
Centre of River at the point where river crosses the Dam wall:	Latitude	Longitude
Datum Type:		
Capacity:	8624 THOUSAND CUBIC METRES	
Billable Dam:	NO	
Safety Risk Dam:	NO	
Completed	YES	
Date of Completion	1993/04/28	

Water Use Sector(s)(i.e. Purpose(s) for Storing of Water):

AGRICULTURE: IRRIGATION

National Register of Water Use Registration Record 27098220

Storing water in terms of Section 21(b) of the National Water Act: Dam Registration

Water Use Identification

Register Number: 27098220
 Water Use Number: 3
 Water Use Start Date: 2014/12/01
 Water Use Status Date: 2015/01/23
 Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ALYTH MS 837/0
 Property Number: 837
 Portion of Property: 0
 SG Cadastral Code: T0MS00000000083700000
 Deeds Office: PRETORIA
 Registration Division: MS
 Registration Division Province: LIMPOPO
 Surveyor General Office: PRETORIA

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2014/12/01	

DISCLAIMER :

This Registration Record:
 1. is not an acknowledgement of an entitlement to the registered water use;
 2. may NOT be used to create the impression that it is proof of a water use entitlement. By virtue of section 22(1) of the National Water Act, the only documents that may be used as proof of a water use entitlement, are:
 2.1 a licence;
 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 36 of the National Water Act;
 2.3 a general authorisation as published in the Gazette; or
 2.4 Schedule 1 of the National Water Act.
 Notes:
 - If an entitlement for the specific water use referred to in this Registration Record has been confirmed by the Department, it may be indicated as such in this Registration Record.
 - If the responsible authority has dispensed with the requirement for a licence for a specific water use, no water use entitlement is needed for that use under the National Water Act.
 3. is issued without alterations or omissions and is invalid if it contains alterations not in conformity with the Department's official copy, and in substitution of any Registration Record the Department may have previously issued and the information is valid as at the date of issue.

Original approved water rights that are in place prior to the subdivision of the original farm of 2092Ha that has been carried over to the subdivided portion, bring the 1367.3484Ha of the Remaining Extent of the Farm Alyth 837-MS.



water affairs

Department:
Water Affairs
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF DIRECTOR: LIMPOPO REGION
Azmo Place, 49 Joubert Street, Polokwane

+tel: 015-295 3249

Private Bag X9506

Ms L Kobe

tel: 082 908 7924

POLOKWANE

[015] 290 1213

e-mail: Kobel@dwa.gov.za

0700

A71L/27018316
837MS/0

REGISTERED MAIL

HANALINE BOERDERY
PO BOX 505
MUSINA
0900

LIMPOPO WATER MANAGEMENT AREA

Alyth 837MS PORTION 0 SIZE 2092.95ha: CONFIRMATION OF THE EXTENT AND LAWFULNESS OF WATER USE(S) IN TERMS OF SECTION 35(4) OF THE NATIONAL WATER ACT, 1998 (ACT 36 OF 1998)

You are hereby informed that the extent and lawfulness of the water use(s) on the above mentioned property have been determined by me as the delegate of the Minister of Water and Environmental Affairs in terms of section 35(4) of the National Water Act, 1998 (Act 36 of 1998) as follows:

Type of water use		Possible existing lawful water use	Source
A	Irrigation (m ³ /annum)	Surface	8637430
		Borehole	8637431
B	Storing (m ³)	8624	Runoff
C	Other taking of water: A71L (m ³ /annum)		

In terms of section 35(4) of the Act this determination is also the extent of the existing lawful water use as contemplated in section 32(1) for this property, which may be continued with under section 34(1) subject to any existing conditions or obligations attaching to the use until a licence replaces it.

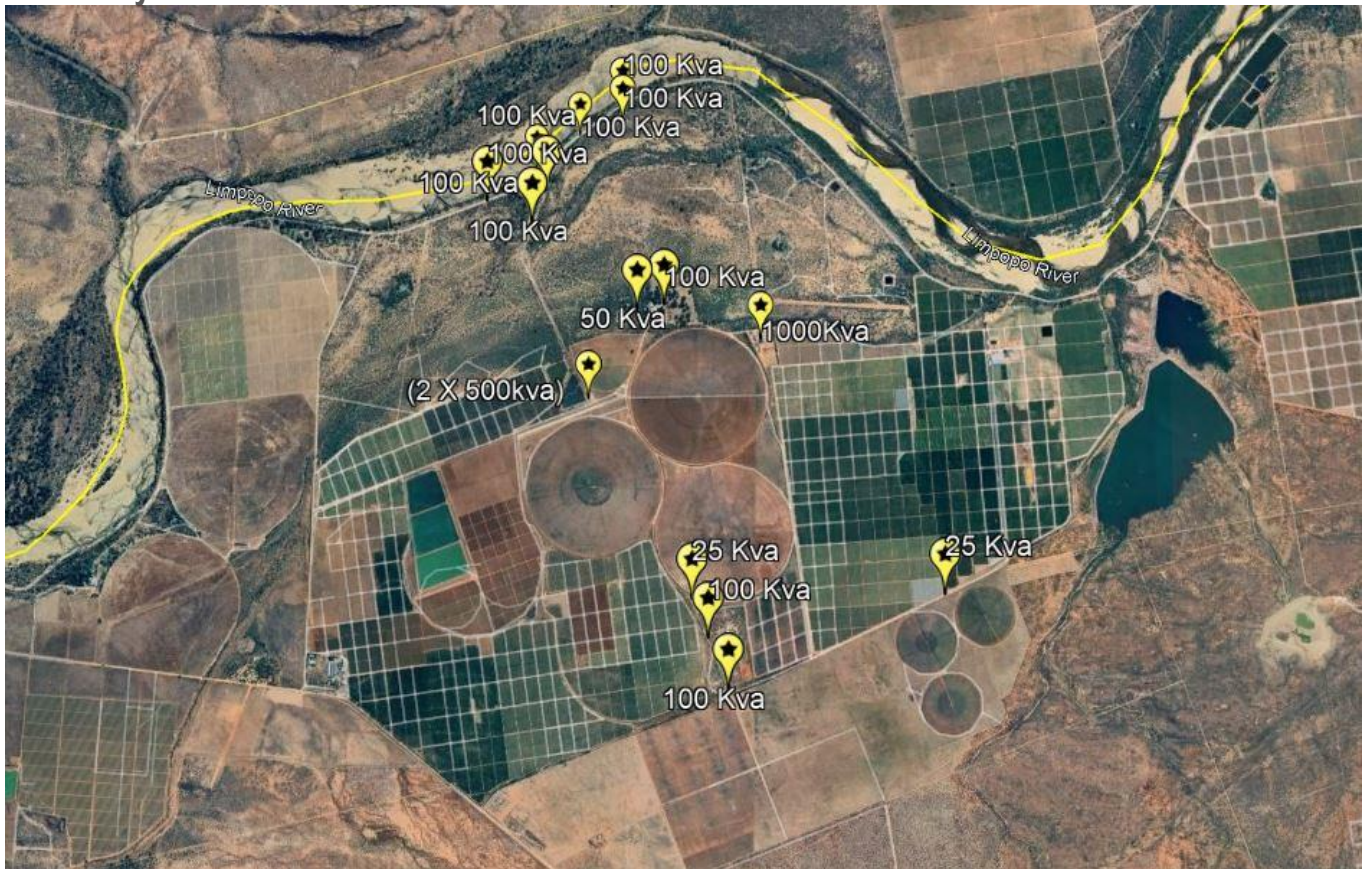
No water use in excess of the determined water use(s) may be used on this property.

In terms of section 148(1)(e) of the Act you may appeal against any decision on the verification of these water use(s) to the Water Tribunal within 30 (thirty) days from the date of this letter. The Water Tribunal can be contacted at Private Bag X316, Pretoria, 0001 or tel: (012) 336-8297 or fax (012) 336-8666. A copy of the appeal must be submitted to this office.

Yours faithfully


Chief Director: Limpopo Region
DATE: 11 02 2012

Electricity:



Irrigation Method:

Dragon-Line Mobile drip irrigation on Dual System Pivots is the preferred method of irrigation on this farm to the efficiency and the reduction in water consumption by approximately 40% - 60% and the saving on electricity by approximately 40% - 60%.



Benefits of Dragon-Line Mobile Drip Irrigation:

- waters behind the system, so wheels do not sink in mud and are easier to maintain.
- reduces evaporation, runoff, compaction & crusting of the soil, and eliminates wind drift loss by watering directly onto the soil.
- provides accurate and precise watering throughout the system, especially for small (100-500 GPM) wells.
- is adjustable for all crop types – if the hybrid winch system installed IT allows the drip lines to be moved horizontally and vertically!
- eliminating overwatering and reducing water loss, there is a potential for 40-60% in water savings compared to sprinklers.
- drip system fertilizers and chemicals can be applied through Dragon-Line Mobile Drip.
- a simple system that can be easily installed on existing irrigation framework - making it an economical choice for farmers.

<https://youtu.be/l2yk21uH44o?si=F96OmEBH9WqXIII8>

https://youtu.be/CPfCikdhEF8?si=HZvHPvT_cqrLVFqf

Run Off Design:

The white lines indicate the runoff grid.

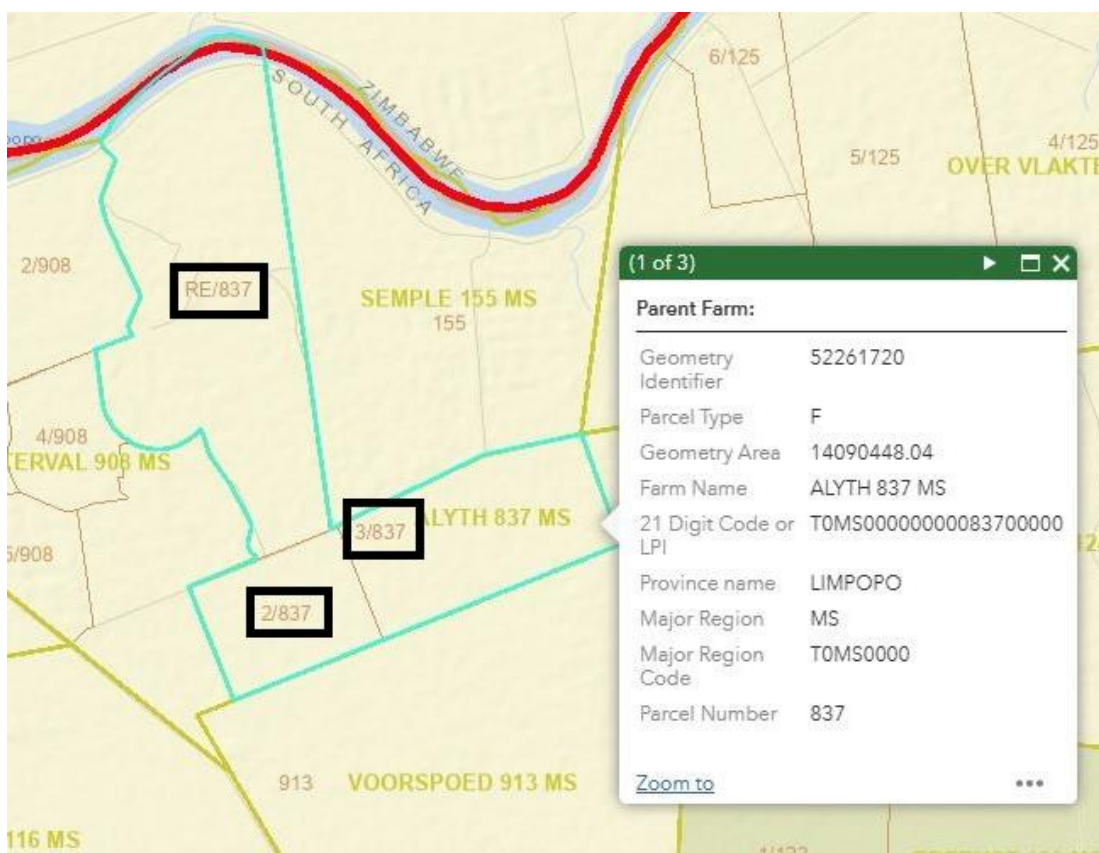


Subdivision:

The Remaining Extent of Farm Alyth is approximately ± 1367.3484 Ha. The application to sub-divide the Farm into 3 portions is approved by the council and the Department of Agriculture.

The Surveyor General Diagrams regarding the servitudes are presented at the end of this document.

The 3 individual portions and then the combined 3 portions will be offered at auction in 4 lots.



LOT 1 SUB-DIVIDED PORTION 2 - PORTION 2 OF FARM ALYTH 837-MS
Extent ± 215.0000

LOT 2 SUB-DIVIDED PORTION 3 -PORTION 3 OF FARM ALYTH 837-MS
Extent ± 354.0000 Ha

LOT 3 SUB-DIVIDED REMAINING EXTENT - REMAINING EXTENT OF FARM ALYTH 837-MS
Extent ± 795.7384 Ha

LOT 4 UNDIVIDED FARM - REMAINING EXTENT OF FARM ALYTH 837-MS
Extent ± 1367.3484 Ha



Postal Address:
Musina Local Municipality
Private Bag X611
Musina
0900

Physical Address:
21 Irwin Street
Musina
0900

Information Center
(015) 534 6100
info@musina.gov.za
www.musina.gov.za

ENQUIRIES SPEAK TO

Makungo MM

REFERENCE NO

146/837-MS

31/ 03/ 2022

The Surveyor-General Limpopo
Private Bag X9689
Polokwane
0700

Sir/Madam

CONSENT LETTER: SECTION 50 OF MUSINA LOCAL MUNICIPALITY SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW

SUBDIVISION OF THE REMAINDER OF THE FARM ALYTH NO. 837-MS

RECOMMENDATIONS (AUTHORISED OFFICIAL)

That the application by Douw Gerbrand Steyn on behalf of their client Hillhaus investments Eindoms Beperk to obtain Subdivision Consent of Remainder of the Farm Alyth no 837-MS is **EXEMPTED** in terms of Section 50 of Musina Local Municipality Spatial Planning and Land Use Management By-Law, subject to the following conditions:

GENERAL CONDITIONS.

1.	That the applicant should use this Consent to finalize the subdivision with the Department of Agriculture in terms of Section 70 of Subdivision of Agricultural Land Act, 1970 (Section 70 of 1970);
2.	That the proposed Subdivision Plan numbered as per "ALYTH PLAN 1" be approved;
3.	That the development on the proposed portions must still comply with the Musina Land Use Management Scheme, 2010 and;
4.	That the subdivided portions remain "Agricultural" use zoned and should endure Agricultural purpose only.
5.	That the approved Subdivision be registered with the Deed Office;
6.	That the Subdivision be approved in the following manner namely: Proposed Remainder of Farm Alyth 837-MS ± 795,7384 ha Portion A of Farm Alyth 837-MS ± 215 ha



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	Portion B of Farm Alyth 837-MS ± 354 ha
	Portion C of Farm Alyth 837-MS ± 1.37 ha
	Portion D of Farm Alyth 837-MS ± 1.24 ha
	Total area ± 1367,3484 ha;
7.	That the Consent shall lapse if not exercised within a period of two years from the date of approval and the request for extension of time should be lodged to and granted by Musina Local Municipality if required;

NB: That the applicant should take into consideration the above conditions numbered 1 up to 7.

Trusting you find the above in good order

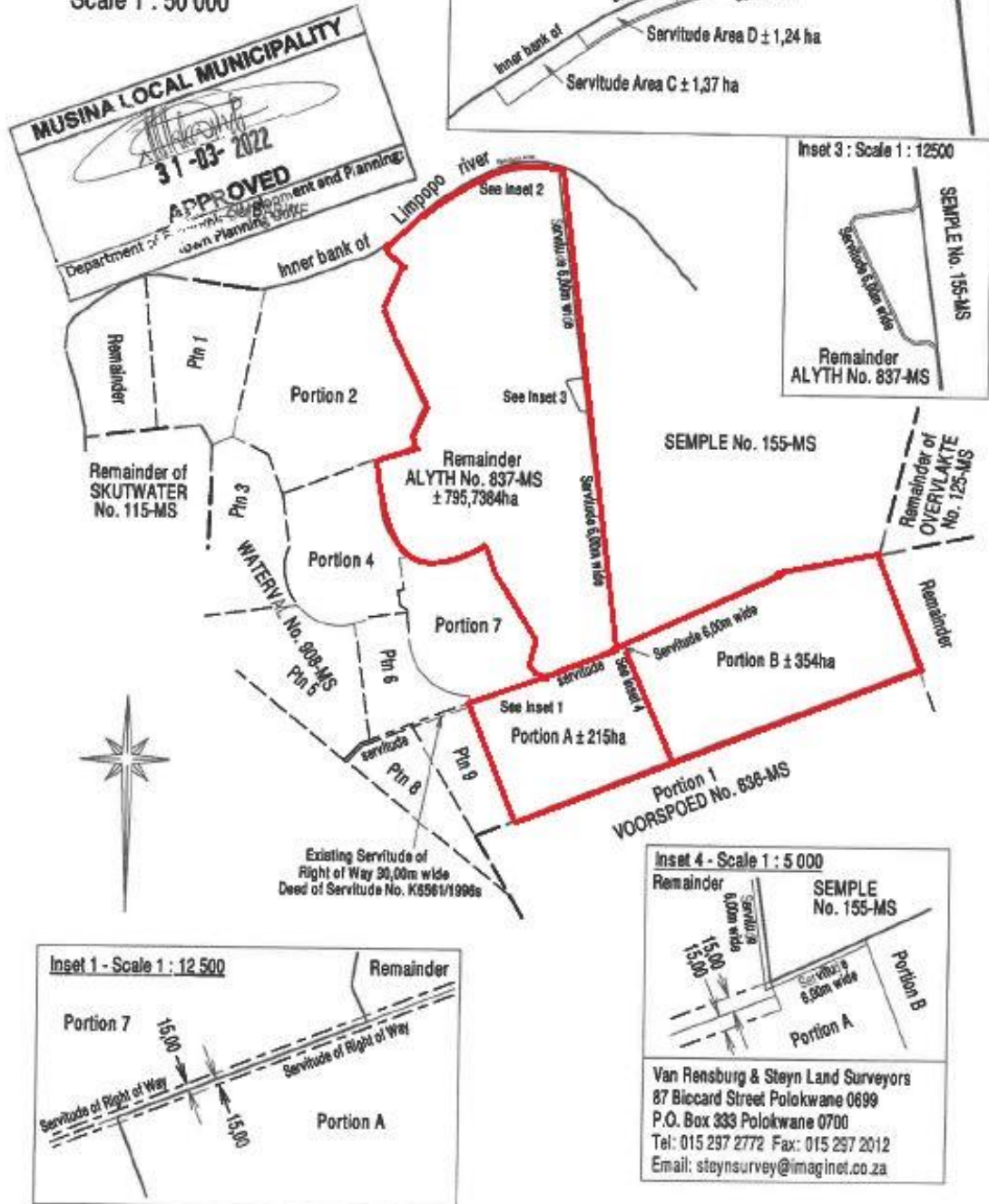
Kind regards

A handwritten signature in black ink, enclosed in an oval shape.

MR. MPHEPHU MUSIWALO
AUTHORISED OFFICIAL
RESOLVED 10.9.11.2017



SKETCH PLAN
of the proposed Subdivision
of the Remainder of the farm
ALYTH No. 837-MS
Scale 1 : 50 000



The corresponding SG Diagrams identifying water pipe, pipe and right of way servitudes are published at the end of this document.

**agriculture, land reform
& rural development**Department
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

VERWREF.

2021_10_0025

TOESTEMMING**KRAGTENS DIE WET OP DIE ONDERVERDELING
VAN LANDBOUGROND, 1970****CONSENT****IN TERMS OF THE SUBDIVISION OF
AGRICULTURAL LAND ACT, 1970****56334**

By virtue of the powers delegated to me by the Minister of Agriculture, Land Reform and Rural Development, consent is hereby granted in terms of section 4(2) of the Subdivision of Agricultural Land Act, 1970, for the subdivision of the agricultural land described in paragraph 1, into units indicated in paragraph 2, subject to the conditions set out in paragraph 3.

PARAGRAPH 1: THE AGRICULTURAL LAND TO WHICH THIS CONSENT APPLIES

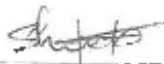
REMAINDER OF THE FARM ALYTH NO. 837-MS, IN EXTENT 1367,3484 HECTARES, LIMPOPO PROVINCE

PARAGRAPH 2: CONSENT GRANTED

The subdivision of the above-mentioned agricultural land into five portions measuring approximately 215 hectares, 354 hectares, 1,37 hectares, 1,24 hectares and 759,7384 hectares respectively represented by the figure marked Portion A, Portion B, Servitude Area C, Servitude Area D and Remaster as shown on the sketch plan attached.

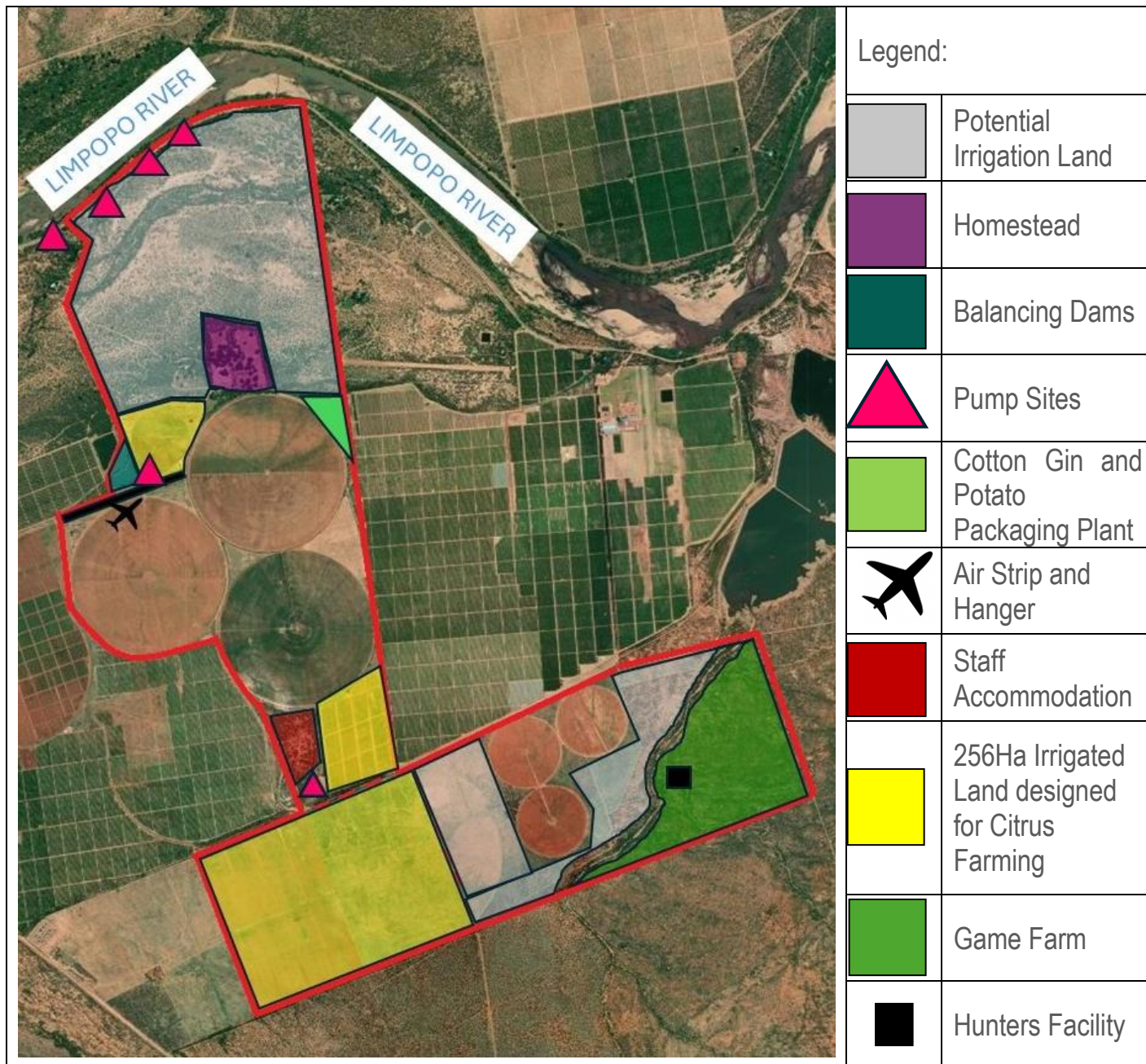
PARAGRAPH 3: CONDITIONS PERTAINING TO THIS CONSENT

- 3.1 This consent does not imply that the above-mentioned subdivisions are assured permanent water supply.
- 3.2 This consent does not exempt the property from the provisions of any other law and does not purport to interfere with the rights of any person who may have an interest in the agricultural land.
- 3.3 This consent is valid for 5 years from date of grant. Should it not be registered within the time frame, a new complete application must be lodged which will be considered on its own merits.

26/01/2022
DATE
MS T.S. CHPETA
CHIEF DIRECTOR: NATURAL RESOURCES AND
DISASTER MANAGEMENT
DELEGATE OF THE MINISTER

CG/2021/AMR No. 837-MS

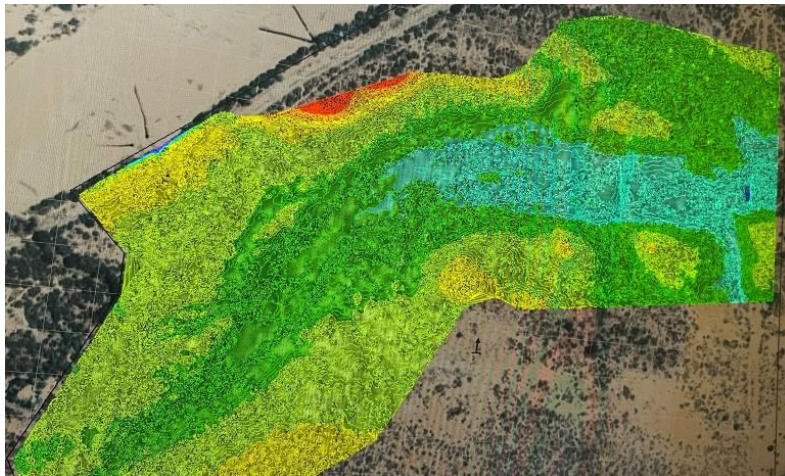
Farm Site Plan:



Aquifer:

The Limpopo aquifer underlies the Limpopo River which is a well-known sand river in southern Africa. It is also a transboundary aquifer with unconsolidated alluvial deposits which fill the river channel and build up the irregular adjoining floodplain.

Ideal for a potential catchment dam or for additional arable land to farm. Planned future aquifer recharge dam up to 10 million cubic meters capacity.



Homestead:

There is a farmyard with 3 residential homes, lapa, pool, related commercial buildings, outbuildings and goat pens and goat handling facilities. There is a large site office, workshops, sheds, etc.



Balancing Dams:

The 4 Pump sites at the Limpopo River feeds the 2 balancing dams, so that clean water can be pumped for irrigation across the farm.



Pump Stations:

There are 4 Pump sites along the river that pump the water from the Limpopo River, and then throughout the farm. The main Pump Station pumps the water from the balancing dams to the farm.



Cotton Gin and Potato Packaging Plant:

The farm has a Cotton Gin Plant as well as a Potato Packaging Plant



Cotton Ginning:

After harvesting seed cotton fiber from the field, cotton lint is separated from the cotton seed in ginning machines - the minimum machinery required to process clean, harvested cotton consists of a dryer and/or moisture restoration device followed by a feeder to uniformly metre seed cotton into a gin stand. The ginner must be able to adjust the moisture of the cotton up or down, individualize the lots of cotton, metre the lots uniformly into the gin stand to separate the fiber from the seed, and then package the fiber and seed for market.



<https://cottonsa.org.za/wp-content/uploads/2025/02/COTTON-MARKET-REPORT-January-2025.pdf>

Potato Packaging Plant:

After harvesting, potatoes are packed into bags. These bags are then delivered to the market.



Airstrip and Hanger

1000m airstrip and an aircraft Hanger.

Staff Accommodation:

There are 65 housing units for the staff as well as ablutions. They have a Church Hall and Restroom with ablutions.



256Ha Irrigated Land Ideal for Citrus Farming:

There is 256Ha of land that is already designed for the potential of citrus farming.

Game Farm:

The southeastern part of the farm is Bushveld with a Hunters facility.

Hunters Facility:

The hunters camp consists of accommodation, a flatlet and bungalows for overnight visitors, ablutions a Butchery and a Cold Room, which located near the Farm HQ.

Improvements:

House 1 - 6 bedrooms, 5 bathrooms, with kitchen, laundry, scullery, lounge, dining room, family room and separate toilet, with air conditioners.

House 2 - Partly double storey - 6 bedrooms, 3.5 bathrooms, with kitchen, laundry, scullery, lounge, dining room, family room and separate toilet, air conditioners, alarm system.

House 3 - 3 bedrooms, 3 bathrooms, with kitchen, scullery, lounge, and dining room, air conditioners alarm system.

3 x Garages

2 Thatched Lapa's

2 Swimming Pools

Thatched Lapa -Closed Sides - Game View Point

Hunters Facilities

Accommodation

Lean-to at

Butchery

Workers' Accommodation

65 Units.

Workers Ablutions

Church Hall

Additional Ablution and Restroom for workers at Farm HQ and at the Cotton Gin.

Agri Buildings

Chemical Storeroom .

Workshop - Tractor Shed

Workshop - 2 Sheds - 1 closed and the 2nd Partly Closed on 3 sides with cement floors

Workshop - Shed Open Sides with cement floors

Workshop - Wash Bay with cement flooring

Workshop – Office

3 Workshops - Spares Storeroom and Small Storeroom Attached

Slaughter Room / Cool Rooms (Excluding Equipment)

Pump Station

Main Pump Station

2 Additional Pump Stations

Workers Room at Pump Stations

Cotton Gin Plant

Plant Building

Ablutions

Workshop Area

Storage Shed

Storage Lean-to

2 Loading Bays

Potato Processing Plant

Potato Pack Shed

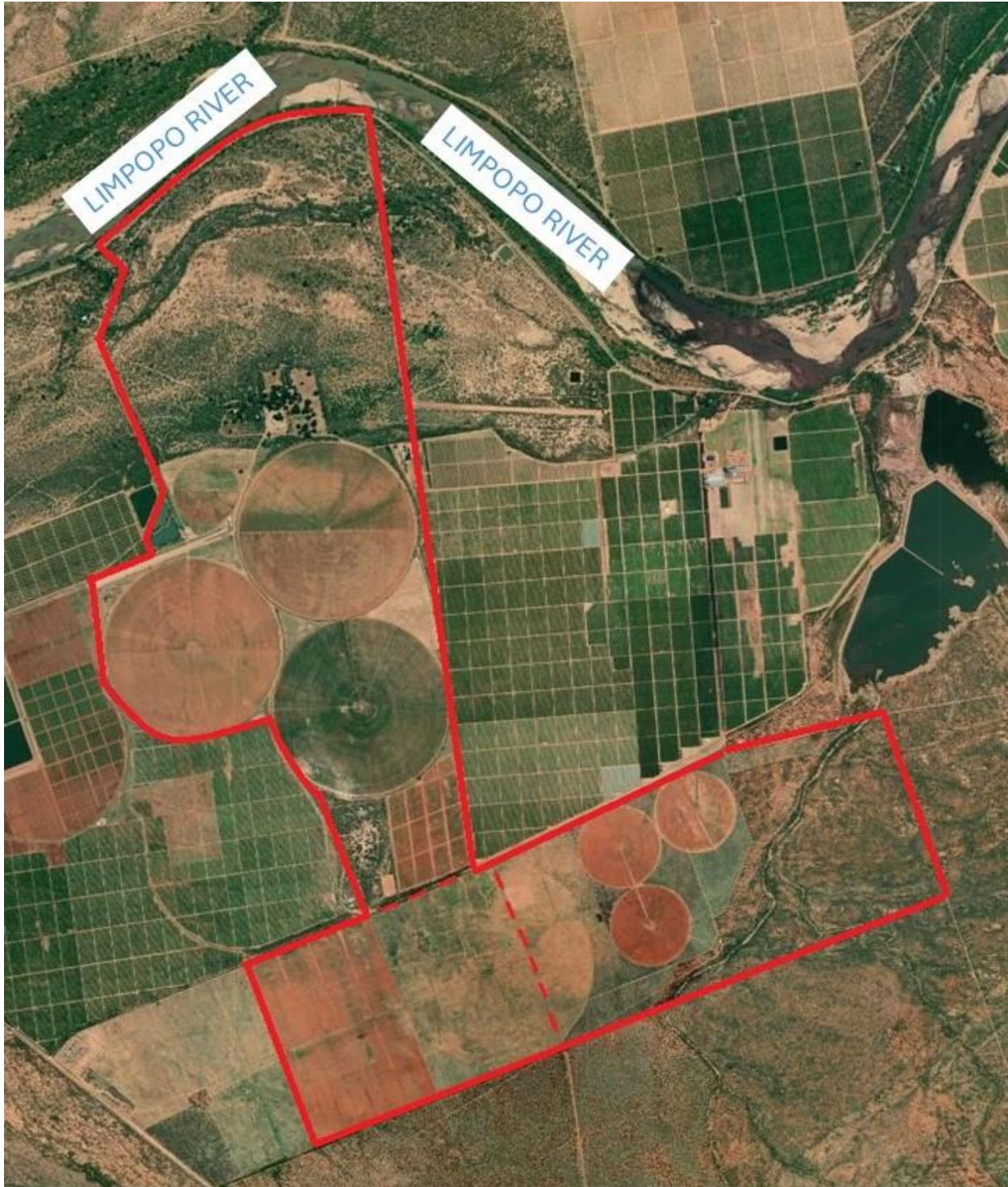
Potato Cleaning Bay at Pack

5. PROPERTY IMAGES





6. AERIAL PHOTO



22°09'41.0"S 29°35'12.8"E
-22.161375, 29.586882

En genoemde Komparant het verklaar dat sy/haar Prinsipaal waarlik en wettiglik verkoop het op 25 April 2014, deur Privaat ooreenkoms en dat hy/sy, in sy/haar voornoemde hoedanigheid, hierby sedeer en transporteer aan en ten gunste van

HILLHAUS INVESTMENTS EIENDOMS BEPERK
Registrasienommer 2013/197578/07

diese Opvolgers in titel of Regverkrygendes, in volkome en vrye eiendom

RESTERENDE GEDEELTE VAN DIE PLAAS ALYTH 837
REGISTRASIE AFDELING MS
LIMPOPO PROVINSIE

GROOT 1367,3484 (EEN DUISEND DRIE HONDERD SEWE EN SESTIG
KOMMA DRIE VIER AGT VIER) Hektaar

AANVANKLIK OORGEDRA en steeds gehou kragtens Sertifikaat van Verenigde
Titel T97193/1997 met Kaart LG 1004/1997 wat daarop betrekking het

ONDERHEWIG aan die volgende voorwaardes:

1. DIE voormalige Resterende Gedeelte van die plaas ALYTH 118, Registrasie Afdeling MS, Noordelike Provinsie aangedui deur die figuur "Aa" Binnewal van Limpopo BCHJA op Kaart Nr 1004/1997 hierby aangeheg is onderworpe aan die volgende voorwaardes:
 - A. Kragtens Notariele Akte K6560/96S gedateer 25 Februarie 1994 is die hierinvermelde eiendom geregtig op 'n serwituut van reg van weg 30 meter wyd aangedui deur die figuur Bbcdefghijklm Binnewal van Limpoponivier B op kaart LG No 1004/97 hierby aangeheg oor die Resterende Gedeelte van die plaas NEWMARK 121 Registrasie Afdeling MS, Noordelike Provinsie soos meer volledig sal blyk uit gemelde Notariele Akte.
 - B. Kragtens Notariele Akte K6561/96S gedateer 22 November 1995 is die hierinvermelde eiendom onderhewig aan 'n serwituut van reg van weg aangedui deur die figuur HCyzH op kaart LG no 1004/1997 hierby aangeheg, groot 3,1249 Hektaar ten gunste van die plaas Sempke 155 MS soos meer volledig sal blyk uit gemelde Notariele Akte.

2. DIE voormalige Gedeelte 2 van die plaas NEWMARK 121, Registrasie Afdeling M.S. Noordelike Provinsie, aangedui deur die figuur HCDEFGH op Kaart L.G. NR 1004/97 hierby aangeheg is onderworpe aan die volgende voorwaardes:

- A. ONDERHEWIG kragtens Notariële Akte K283/1981S dat die reg aan EVKOM verleen word om elektrisiteit oor die hierinvermelde eiendom te vervoer, tesame met bykomende regte, en onderworpe aan voorwaardes soos meer volledig sal blyk uit gesegde Akte.
- B. DIE hierinvermelde eiendom is kragtens Notariële Akte K6561/1996S gedateer 25 Februarie 1994 onderhewig aan 'n servituut van reg van weg aangedui deur die figuur HCyzH op Kaart L.G. 1004/97 hierby aangeheg, groot 3,1249 Hektaar ten gunste van die plaas Semple 155 Registrasie Afdeling M.S Noordelike Provinsie soos meer volledig sal blyk uit gemelde Notariële Akte.

3. Die eiendom is gereglig op die volgende voorwaardes:

1. Gereglig op 'n servituut van ondergrondse waterbron beskerming oor Gedeelte 1 van die plaas Alyth 837, MS, welke servituut aangedui word deur die figuur G2 binnewal van Limpoporivier b B C D E H2 J2 K2 G2 op Diagram LG nommer 925/2012.
2. Gereglig op 'n servituut van Reg van Weg, 8 (agt) meter wyd, oor Gedeelte 1 van die plaas Alyth 837, MS, waarvan die suidelike grens van die servituut aangedui word deur die lyn L2 K2, die westelike grens van die servituut aangedui word deur die lyn L2 M2 en die suidelike grens van die servituut aangedui word deur die lyn M2 N2 op Diagram LG nommer 925/2012.

EN VERDER ONDERWORPE aan sodanige voorwaardes as in genoemde Akte/s vermeld slaan of na verwys word.

- 4 -

WESHALWE die komparant afstand doen van al die regte en titel wat gemelde

ALYTH EIENDOM EIENDOMS BEPERK Registrasienommer 1996/017292/07

voorheen op genoemde eiendom gehad het en gevolglik ook erken het dat dit geheel en al van die besit daarvan onthef en nie meer daarop geregtig is nie, en dat kragtens hierdie akte, bogenoemde

HILLHAUS INVESTMENTS EIENDOMS BEPERK Registrasienommer 2013/197578/07

diese Opvolgers in titel of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die Regte van die Staat; en ten slotte erken dit dat die koopsom **R21 500 000,00 (Een en Twintig Miljoen Vyf Honderd Duisend Rand)** beloop

TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die Kantoor van die REGISTRATEUR VAN AKTES te Pretoria op hede die

28 11 14



q.q.


In my teenwoordigheid




REGISTRATEUR VAN AKTES

T96426/2014

(3)

VERBIND		MORTGAGED	
VR FOR R 8 000 000,00			
00001912182015			
30 04 15		 <small>REGISTRAR/REGISTREUR</small>	
		<small>PRINTEUR/REGISTRAR</small> 2024-09-13	

(2)

VERBIND		MORTGAGED	
VR FOR R 4 000 000,00			
16 02918			
29 01 16		 <small>REGISTRAR/REGISTREUR</small>	
		<small>PRINTEUR/REGISTRAR</small> 2024-09-13	

VERBODEN TOEGANG TOT DEZE
KOPIE VAN EEN VERBODEN TOEGANG
TOT DEZE KOPIE VAN EEN VERBODEN TOEGANG

b

T 96426 / 2019

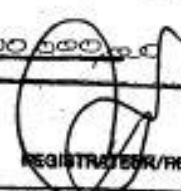
By virtue of notarial deed k000000009 / 2020^s dated 19 November 2019

The within mentioned property is entitled to right of way servitude , 30 metres wide, as indicated on digram SG number 10100/199 over farm Katina 384, Reg, Div, MS Limpopo Province ,measuring 645,6336 ha

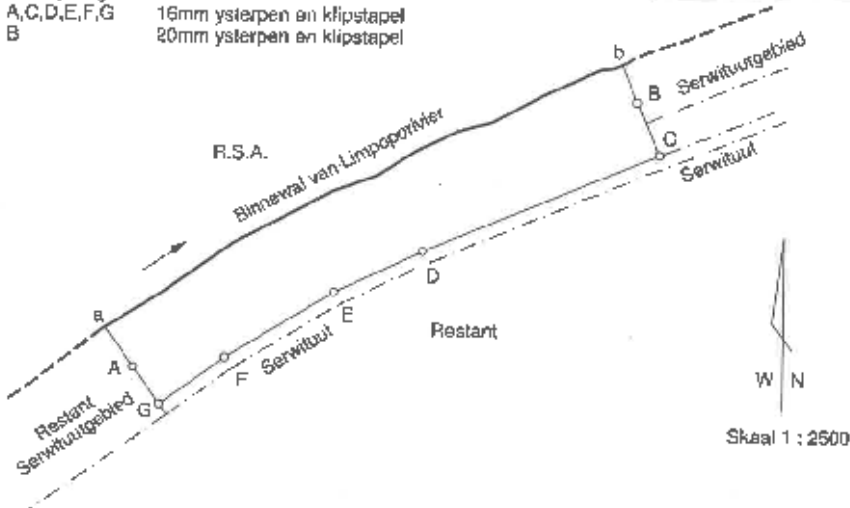
As will more fully appear from the said Notarial Deed of Servitude

Datum/Date: 2020-01-22

REGISTRAR OF DEEDS
LIMPOPO


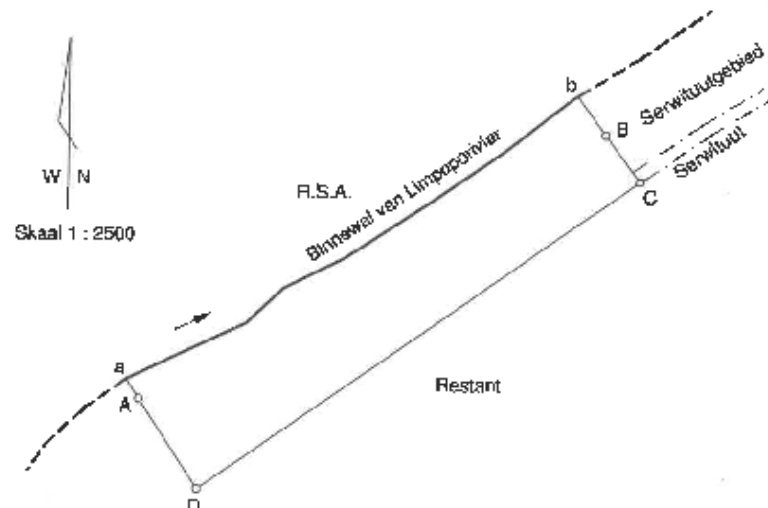

VERBIND		MORTGAGED	
VIR FOR R 40 000 000,00		(1)	
B	000002226 / 2024		
2024-09-13			
		REGISTRAR/REGISTRAR	

8. COPY OF SG DIAGRAM

SERWITUUTDIAGRAM				REGISTRATION COPY	
SYE Meter		RIGTINGS- HOEKE	KOORDINATE Y Stelsel: WG 29° X		L.G. No.
		Konstanta:	± 0,00	+2 400 000,00	399/2022
AB	259,83	241 29 20	A	-59 263,75	+49 872,45
BC	28,39	337 58 20	B	-59 492,06	+49 748,42
CD	15,40	67 05 50	C	-59 501,98	49 772,88
DE	44,53	84 21 50	D	-59 395,66	+49 817,79
EF	57,88	58 06 20	E	-59 355,51	+49 837,06
FG	37,44	54 08 40	F	-59 306,35	+49 867,61
GA	21,04	144 20 50	G	-59 276,01	+49 889,54
Aanduidingsdata:					
Aa		144 20 50			
Bb		157 58 20			
DOGOLA		8 Δ	-70 923,77	+62 028,20	
SCHRODA		33 Δ	-43 660,05	+54 270,00	
<p>Beskrywing van bakens A,C,D,E,F,G 16mm ysterpen en klipstapel B 20mm ysterpen en klipstapel</p>					
					
<p>Die figuur a Binnelwal van Limpopo-rivier b C D E F G stef voor 1,1298 hektare grond, synde 'n Serwituutgebied oor Restant van d'e plaas ALYTH No. 837-MS</p>					
<p>Musina Plaaslike Munisipaliteit Provinsie Limpopo Opgeneem in Oktober 2012, Maart 2015, Maart tot Junie 2022 deur my</p>					
<p>D.G. Steyn Professionele Landmeter Registrasienommer PLS 0799</p>					
Hierdie diagram is geheg aan		Die oorspronklike diagram is		Lêer MS-837	
No. :		L.G. No. : 1004/1997		M.S. : 121/2022	
ged.		Transport No. T97193/1997			
t.g.v.				Komp. MSNJ, MSNH, MSNN	
Registraleur van Aktes: Limpopo					

REGISTRATION COPY


SERWITUUTDIAGRAM

SYE Meter		RIGTINGS- HOEKE	KOORDINATE Y Stelsel: WG 28° X		L.G. No.
		Konstante:	± 0,00	+2 400 000,00	398/2022
AB	249,03	239 45 00	A	-58 048,63	+49 987,90
BC	27,04	324 23 50	B	-59 263,75	+49 872,45
CD	249,99	54 21 00	C	-59 279,51	+49 894,42
DA	50,51	146 41 30	D	-59 076,37	+50 040,11
Aanduidingsdata:					Goedgekeur
Aa		146 41 30			
Bb		144 20 50			nms. LANDMETER- GENERAAL
DOGOLA		8 Δ	-70 923,77	+62 028,20	19/07/2022
SCHRODA		33 Δ	-43 680,05	+54 270,00	SPLUMA By-wet Artikel 50 Datum: 31/03/2022
Beskrywing van bakens A,B,C,D 16mm ysterpen en klipstapel					Wat 70 van 1970 Toetsnommer No. 56334
					
Die figuur a Binnewal van Limpopo-rivier b C D stel voor 1,2792 hectares grond, synde 'n Serwituutgebied oor Restant van die plaas ALYTH No. 837-MS					
Musina Plaaslike Munisipaliteit Provinsie Limpopo Opgemaak in Oktober 2012, Maart 2015, Maart tot Junie 2022 deur my					
 D.G. Steyn Professionele Landmeter Registrasienommer PLS 0799					
Hierdie diagram is geheg aan		Die oorspronklike diagram is		Lêer MS-837	
No. :		L.G. No. : 1004/1997		M.S. : 121/2022	
ged.		Transpoort No. T97193/1997		Komp. MSNJ, MSNH, MSNN	
t.g.v.					
Registrateur van Aktes, Limpopo					

SERWITUUTDIAGRAM

Vel 1 van 5 velle

REGISTRATION COPY

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATÊ Y Stelsel: WQ 29° X			L.G. No. 400/2022
		Konstante:	± 0,00 +2 400 000,00			Goedgekeur
AB	37,44	234 08 40	A	-59 276,01	+49 889,54	 nms. LANDMETER- GENERAAL 19/07/2022 SPLUMA By-wet Artikel 50 Datum: 31/03/2022 Wet 70 van 1970 Toestemming No. 58334
BC	57,88	238 08 20	B	-59 306,35	+49 887,81	
CD	44,53	244 21 50	C	59 355,51	+49 837,06	
DE	115,40	247 05 50	D	-59 395,66	+49 817,79	
EF	87,24	247 54 00	E	-59 501,98	+49 772,88	
FG	55,88	253 43 20	F	-59 582,79	+49 743,08	
GH	245,67	259 35 40	G	-59 636,44	+49 724,40	
HJ	53,16	262 42 30	H	-59 678,07	+49 680,02	
JK	91,78	264 37 10	J	-59 930,80	+49 673,28	
KL	38,98	273 02 10	K	-60 022,18	+49 664,67	
LM	136,06	282 00 50	L	-60 061,11	+49 666,74	
MN	2 103,32	352 08 14	M	-60 194,19	+49 685,06	
NP	10,08	37 52 20	N	-60 481,92	+51 778,61	
PQ	186,00	81 45 10	P	-60 475,73	+51 788,58	
QR	8,98	28 56 50	Q	-60 311,45	+51 810,38	
RS	329,17	334 32 30	R	-60 307,11	+51 818,23	
ST	10,83	300 57 00	S	-60 448,61	+52 115,44	
TU	63,34	260 20 00	T	-60 457,98	+52 121,06	
UV	10,26	307 08 00	U	-60 520,42	+52 110,42	
VW	2 425,87	352 08 14	V	-60 528,60	+52 116,61	
WX	6,01	338 34 30	W	-60 860,43	+54 519,47	
XY	7,77	64 40 10	X	-60 862,63	+54 525,07	
			Y	-60 855,81	+54 528,40	
Aanduidingsdata:						
ZN	0,25	217 52 20	Z	-60 481,77	+51 778,80	
A1V	0,35	307 08 00	A1	-60 528,32	+52 116,40	
DOGOLA		B Δ	-70 923,77	+62 028,20		
SCHRODA		33 Δ	-43 660,05	+54 270,00		

Beskrywing van bakens

A,B,C,D,E,F,G,H,J,K,L,M,P,Q,R,S,T,U,W,X,Y,A1
N,V

16mm ysterpen en klipstapel
Geen bakens

1. Die lyn A B C D E F G H J K L M stel voor die noordelike grens,
2. Die lyn M N stel voor die oostelike grens,
3. Die lyn N P stel voor die suid oostelike grens,
4. Die lyn P Q stel voor die suidelike grens,
5. Die lyn Q R stel voor die suid oostelike grens,
6. Die lyn R S T stel voor die oostelike grens,
7. Die lyn T U stel voor die noordelike grens,
8. Die lyn U V stel voor die noord oostelike grens,
9. Die lyn V W X stel voor die oostelike grens, en
10. Die lyn X Y stel voor die suidelike grens van

'n Reg van Weg en Pyplyn Serwituut, 6,00 meter wyd, oor Restant
van die plaas ALYTH No. 837-MS

Musina Plaaslike Munisipaliteit

Provincie Limpopo

Opgeneem in Oktober 2012, Maart 2015,

Maart tot Junie 2022 deur my

D.G. Steyn
Professionele Landmeter
Registrasiestnommer PLS 0799

Hierdie diagram is geheg aan	Die oorspronklike diagram is	Lêer MS-837
No. :	L.G. No. : 1004/1997	M.S. : 121/2022
ged.	Transport No. T97193/1997	
t.g.v.		Komp. MSNJ, MSNH, MSNN
Registrateur van Aktes: Limpopo		

SERWITUUTDIAGRAM

Vel 2 van 5 velle

REGISTRATION COPY

'n Reg van Weg en Pyplyn Serwituut, 6,00 meter wyd, oor Restant
van die plaas ALYTH No. 837-MS

L.G. No.

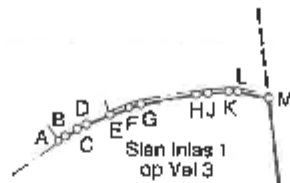
400/2022

Goedgekeur

[Handwritten Signature]

CHMS.
LANDMETER-
GENERAAL

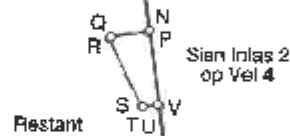
19/07/2022



SEMPLE
No. 155-MS



Skaal 1 : 25000



Opgemeet in Oktober 2012, Maart 2015,
Maart tot Junie 2022 deur my

[Handwritten Signature]
D.G. Steyn
Professionele Landmeter
Registrasienommer PLS 0798

SERWITUUTDIAGRAM

Vel 3 van 5 velle

REGISTRATION COPY

'n Reg van Weg en Pyplyn Serwituut, 6,00 meter wyd, oor Restant
van die plaas ALYTH No. 837-MS

L.G. No.

400/2022

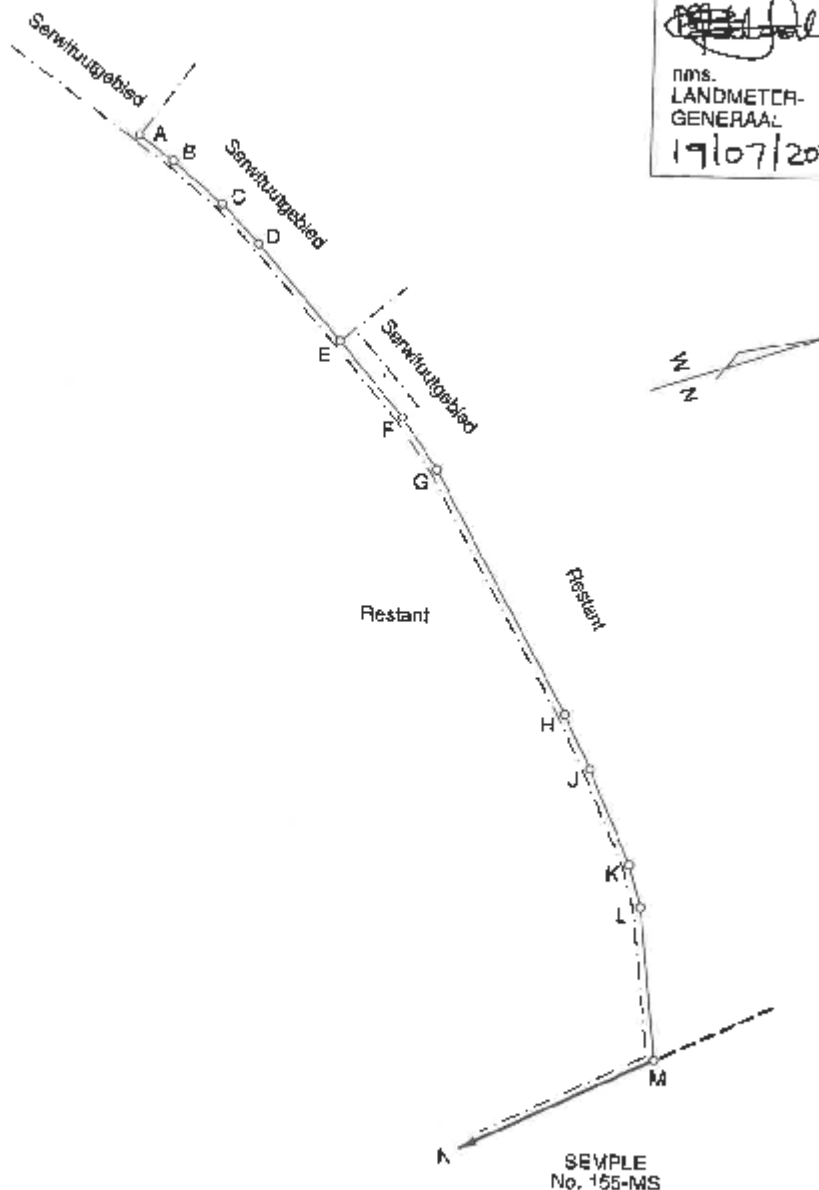
Goedgekeur

[Signature]

nms.
LANDMETTER-
GENERAAL

19/07/2022

Intas 1 - Skaal 1 : 5000



Opgeneem in Oktober 2012, Maart 2015,
Maart tot Junie 2022 deur my

[Signature]
D.G. Slayn
Professionele Landmeter
Registrasienommer PLS 0799

SERWITUUTDIAGRAM

Vel 4 van 5 velle

REGISTRATION COPY

'n Reg van Weg en Pyplyn Serwituut, 6,00 meter wyd, oor Restant
van die plaas ALYTH No. 837-MS

L.G. No.

400/2022

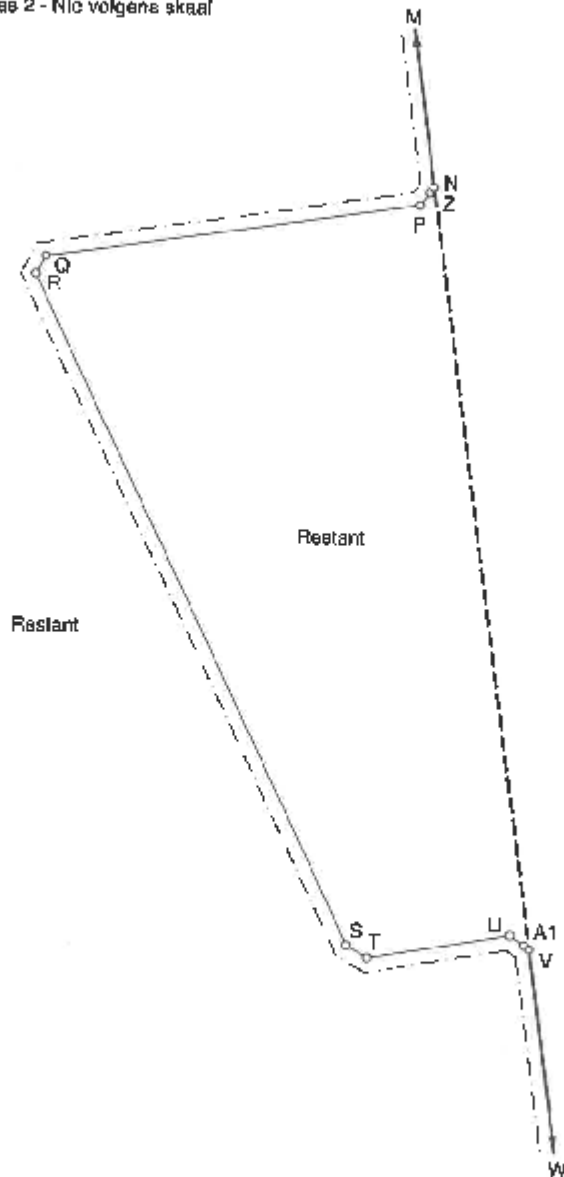
Goedgekeur

[Handwritten Signature]

nms.
LANDMETER-
GENERAAL

17/07/2022

Inlas 2 - Nie volgens skaal



SEMPLE
No. 155-MS

Opgemeet in Oktober 2012, Maart 2015,
Maart tot Junie 2022 deur my

[Handwritten Signature]
D.G. Steyn
Professionele Landmeter
Registrasienommer PLS 0790

SERWITUUTDIAGRAM

Vel 5 van 5 velle

REGISTRATION COPY

'n Reg van Weg en Pyplyn Serwituut, 6,00 meter wyd. oor Restant
van die plaas ALYTH No. 837-MS

L.G. No.

400/2022

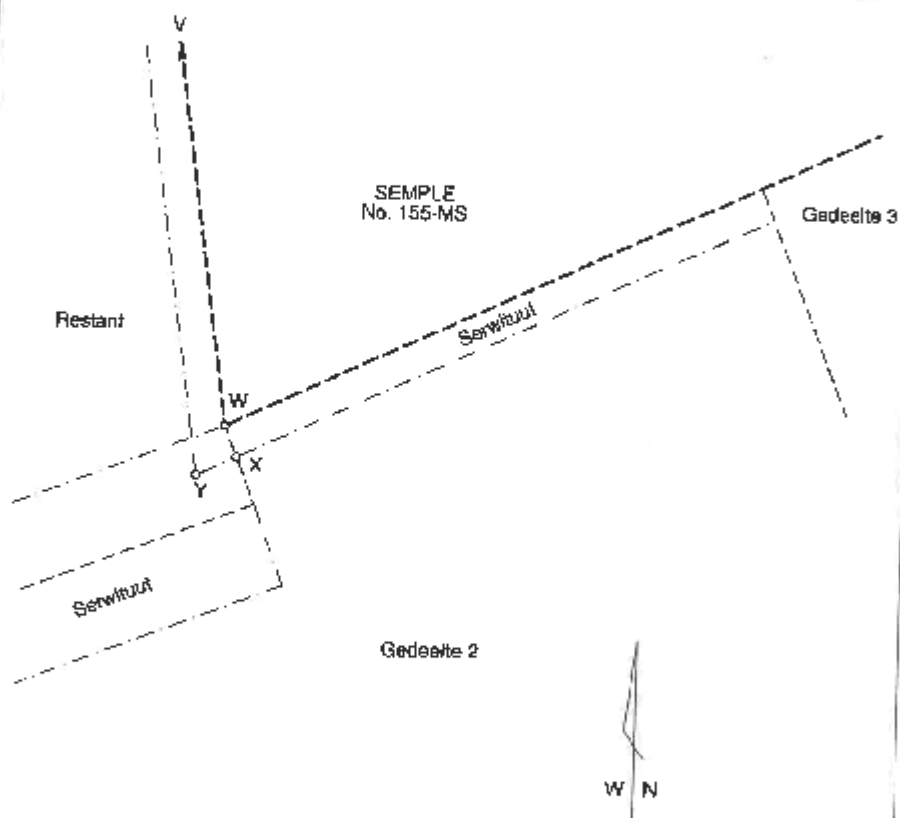
Goedgekeur

[Signature]

nms.
LANDMETER-
GENERAAL

17/07/2022

Inlas 3 - Skaal 1 : 1000



Opgeneem in Oktober 2012, Maat 2015,
Maat tot Junie 2022 deur my

[Signature]
D.G. Steyn
Professionele Landmeter
Registrasienommer PLS 0799

ONDERVERDELINGSDIAGRAM
REGISTRATIEKORT

SYE Meter		RIGTINGS- HOEKE	KOÖRDINATE Y Stelsel: WG 29° X		L.G. No.
		Konstante:	= 0,00	+2 400 000,00	401/2022
AB	1 600,46	248 34 21	A	-58 376,07	+55 116,13
BC	15,00	158 34 30	B	-80 885,91	+54 533,44
CD	78,66	244 40 09	C	-80 860,43	+54 519,47
DE	1 282,14	338 22 50	D	-80 931,52	+54 485,82
EF	1 679,75	68 22 50	E	-61 403,92	+55 677,77
FA	1 267,41	158 24 54	F	-59 842,33	+55 296,65
Aanduidingsdata					
GA	15,04	158 24 54	G	-58 381,61	+55 132,11
DOGOLA		8	Δ	-70 923,77	+62 028,20
SCHRODA		33	Δ	-49 880,05	+54 270,00

Beskrywing van bakens
 A Geen bakens
 B,C,D,E,F,G 16mm ysterpen en klipstapel

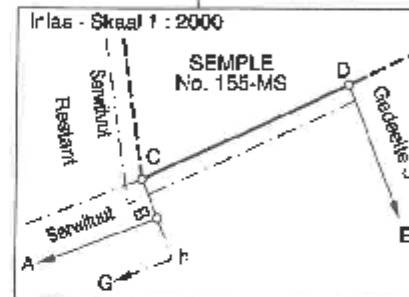
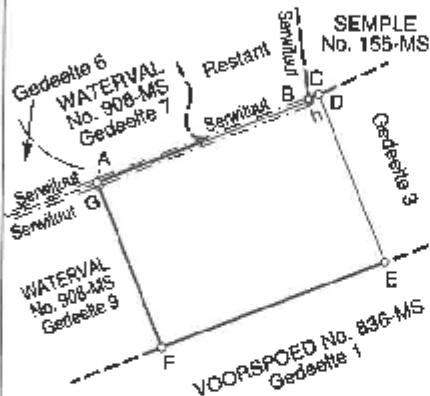
Gedeeltekleur



 nms.
 LANDMETER-
 GENERAAL

19/07/2022

 Wet 70 van 1976
 Toestemming No. 56334

 SPLUMA By-wet
 Artikel 50
 Datum: 31/03/2022

Serwituutnotas

- Die lyn C D stel voor die Noordelike grens van 'n Reg van Weg en Pyplyn Serwituut, 8,00 meter wyd.
- Die figuur A B h G stel voor 'n Serwituut van Reg van Weg 30,00 meter wyd, volgens Serwituutakte No. K6561/1998s

W N

Skaal 1 : 40000

Die figuur

A B C D E F

stel voor

212,5119 hectares

grond, synde

Gedeelte 2

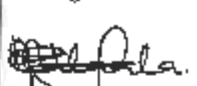
van die plaas ALYTH No. 837-MS

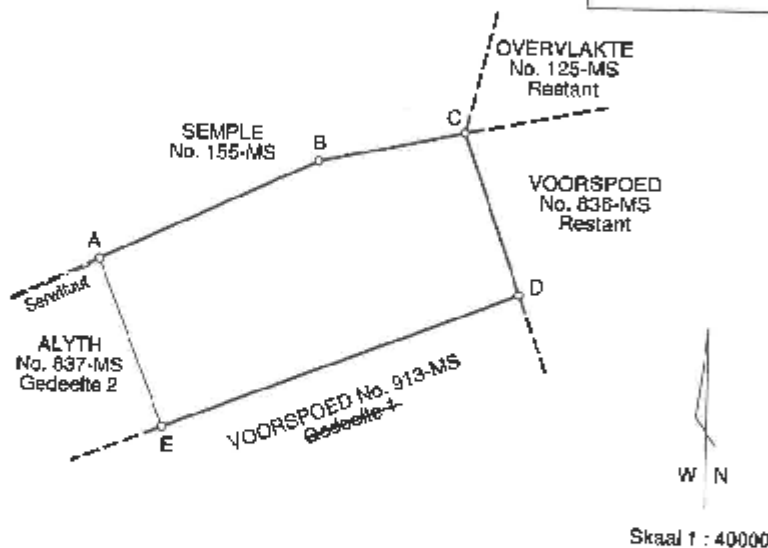
 Musina Plaaslike Munisipaliteit
 Provinsie Limpopo
 Opgemeet in Oktober 2012, Maart 2015,
 Maart tot Junie 2022 deur my


 D.G. Steyn
 Professionele Landmeter
 Registrasienommer PLS 0799

Hierdie diagram is geheg aan	Die oorspronklike diagram is	Lêer MS-837
No. :	L.G. No. : 1004/1997	M.S. : 121/2022
ged.	Transport No. T97193/1997	Komp. MSNJ, MSNH, MSNN
t.g.v.		
Registrator van Aktes: Limpopo		

ONDERVERDELINGSDIAGRAM
REGISTRATION COPY

SYE Meter		RIGTINGS- HOEKE		KOÖRDINATE Y Stelsel: WG 29° X		L.G. No.
		Konstante:		± 0,00	+2 400 000,00	402/2022
AB	1 590,30	244 40 09	A	-60 931,52	+54 485,82	Goedgekeur  nms. LANDMETER- GENERAAL
BC	1 041,70	257 52 51	B	-62 459,30	+53 762,64	
CD	1 220,30	340 17 08	C	-63 477,79	+53 543,94	
DE	2 873,60	68 22 50	D	-63 889,43	+54 892,71	
EA	1 282,14	158 22 50	E	-61 403,92	+55 677,77	
DOGOLA		B Δ	-70 923,77	+62 028,20	1 Wet 70 van 1970 Voetstempel No. 56934	
SCHRODA		33 Δ	-43 860,05	+54 270,00		
Beskrywing van bakens						
A,E		16mm ysterpen en klipstapel				
B,D		Ysterdraadpaal en klipstapel				
C		Houtheiningpaal				
SPLUMA By-wet Artikel 50 Datum: 31/03/2022						



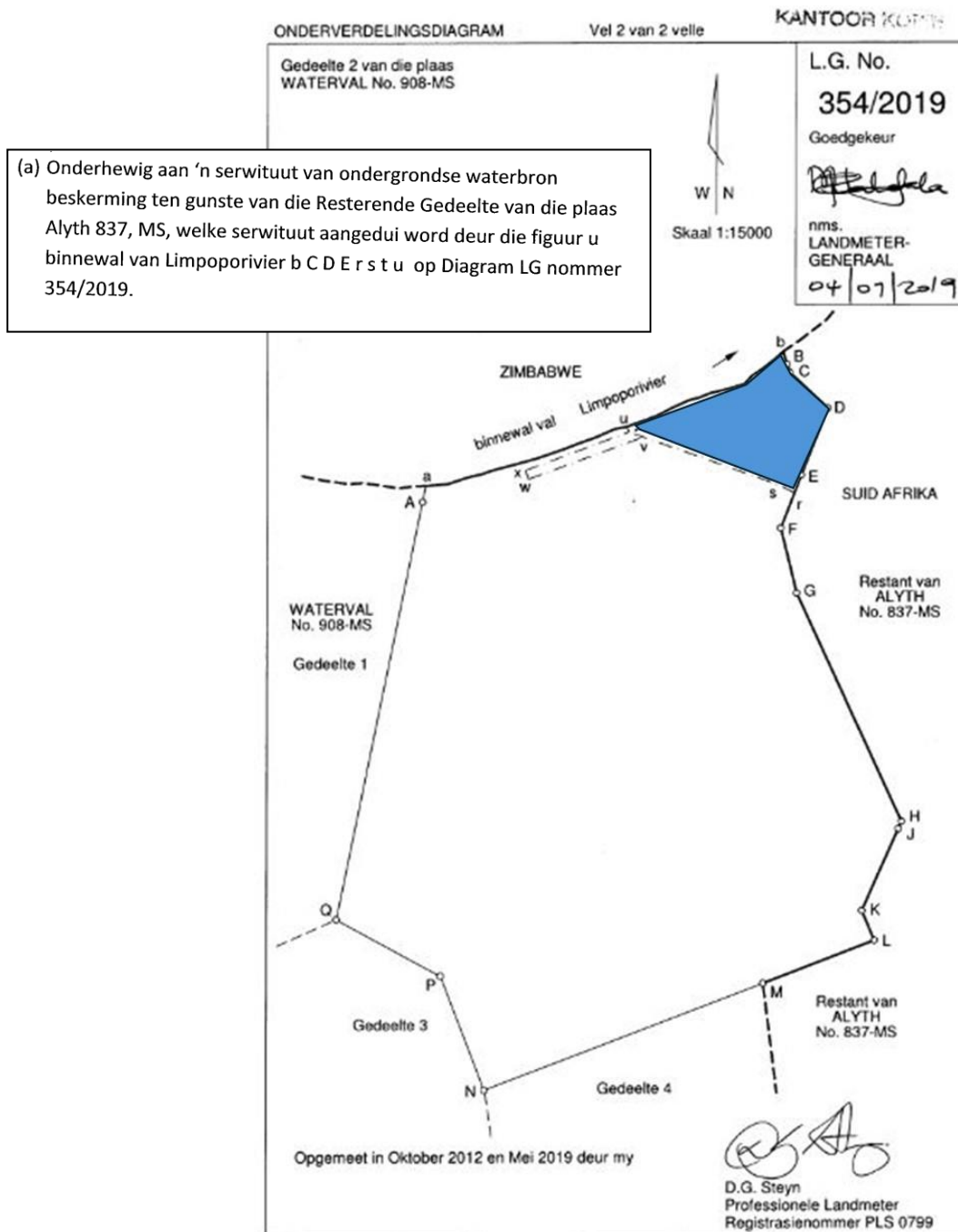
Die figuur **A B C D E**
 stel voor **357,1583 hectares** grond, synde
Gedeelte 3
 van die plaas **ALYTH No. 837-MS**

Musina Plaaslike Munisipaliteit
 Provinsie Limpopo
 Opgemeet in Oktober 2012, Maart 2015,
 Maart tot Junie 2022 deur my


D.G. Steyn
 Professionele Landmeter
 Registrasienommer PLS 0799

Hierdie diagram is geheg aan	Die oorspronklike diagram is	Lêer MS-837
No. :	L.G. No. : 1004/1997	M.S. : 121/2022
ged.	Transport No. T97193/1997	Komp. MSNJ, MSNH, MSNN
t.g.v.		
Registrateur van Aktes: Limpopo		

Servitude for the benefit of re Extend of Farm Alyth 837-MS over the neighboring farm Portion 2 of the Farm Waterval 908-MS



Inset above extracted from Title Deed of Portion 2 of the Farm Waterval 908-MS:

Translated: (a) subject to a servitude of underground water source protected in favour of RE of Farm Alyth 837-MS, which servitude is indicated by figure of the inner bank of the Limpopo River bCDErstu on Diagram LG Number 354/2019.



BidEasy
Auctioneers

Pieter Nel

084 8800 165 / pieter@bideasy.co.za