

PRIME EXPORT COMMERCIAL FARM 21Ha MACS WITH WATER RIGHTS, WHITE RIVER

ADDRESS:

PTN 94 OF FARM HEIDELBERG 249 – JT, BRONDAL, WHITE RIVER



ONLINE AUCTION

BIDS OPEN:

MONDAY, 1 SEPTEMBER 2025 AT 08H00

BIDS CLOSE:

TUESDAY, 2 SEPTEMBER 2025 FROM 11H00

REGISTER TO BID:

biddersonline.co.za / 0861 444 242 /

helen@bidderschoice.co.za

CONTACT:

PIETER NEL – 0848800165 / **pieter@bideasy.co.za**

VIEWING:

BY APPOINTMENT

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TERMS AND CONDITIONS:

- **R50 000.00 REFUNDABLE DEPOSIT AND FICA DOCUMENTS TO REGISTER.**
- **5% DEPOSIT PAYABLE ON THE FALL OF THE HAMMER.**
- **10% 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 /

helen@bidderschoice.co.za

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	MABOTA INV PTY LTD (REG NO. 2000/002249/07)
PHYSICAL ADDRESS	PTN 94 OF FARM HEIDELBERG 249 – JT, BRONDAL, WHITE RIVER
ZONING	AGRICULTURAL
TITLE DEED	T4445/2018
LOCAL AUTHORITY	MPUMALANGA
EXTENT	± 21.0285 Ha
RATES, TAXES	ANNUAL
DEPOSIT TO BE PAID	5% (FIVE PERCENT) ON THE FALL OF THE HAMMER
BUYERS COMMISSION	10% (TEN PERCENT) PLUS VAT ON THE FALL OF THE HAMMER
CONFIRMATION PERIOD	7 DAYS
COC	SELLER TO PROVIDE
OCCUPATION	ON REGISTRATION OF TRANSFER
VAT REGISTERED	SELLER IS REGISTERED FOR VAT
REFUNDABLE	R50,000.00

3. RULES OF AUCTION

Version 1
2025/07/25

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BID OPENS FROM: MONDAY 1 SEPTEMBER 2025 @ 08H00
TIME OF AUCTION: TUESDAY 2 AUGUST 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

MABOTA INV PTY LTD (2000/002249/07)
("the SELLER")

and

("the PURCHASER")

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

TITLE DEED INFORMATION: PORTION 94 OF FARM HEIDELBERG-JT, MPUMALANGA
TITLE DEED NUMBER: T4445/2018
IN EXTENT: 21.02850Ha

together with all existing lease agreements pertaining thereto and all improvements 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 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 allowing 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 / AUCTIONEER 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 / AUCTIONEER.
- 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. Photography.
 - 1.10.4. 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 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 to 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**, or the **SELLER'S** attorney to pay the deposit to the **SELLER**.
- 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 **9TH day of SEPTEMBER 2025** ("7 DAY 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.
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 / AUCTIONEER'S COMMISSION – PURCHASER**
- 5.1 The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms hereof, **AGENT / AUCTIONEER's** commission of 10% (TEN PERCENT) plus VAT of the Purchase Price, which commission is payable on the fall of the hammer and is due on acceptance of the offer by the **SELLER**.

- 5.2 The **PURCHASER** shall pay the full amount of **AGENT / AUCTIONEER**'s commission into the trust account of the **AGENT / AUCTIONEER** immediately upon the signing hereof by the **PURCHASER**, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AGENT / AUCTIONEER** until acceptance of the offer by the **SELLER**.
- 5.3 The **PURCHASER** shall be liable to pay to the **AGENT / AUCTIONEER**, upon demand, a fee equal to any bank charges that the **AGENT / AUCTIONEER** may become liable for upon payment of the **AGENT / AUCTIONEER**'s commission into the **AGENT / AUCTIONEER**'s chosen bank account.
- 5.4 The provisions of this clause 5 are inserted and intended for the benefit of the **AGENT / AUCTIONEER** who by his signature hereto, accepts such benefit.

6. OCCUPATIONAL INTEREST

Should the **PURCHASER** take occupation of the **PROPERTY** prior to registration of transfer, 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 / AUCTIONEER** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the Purchase Price from the **SELLER**, if he 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 / is not 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, subject to clause 3.6, 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 The **PURCHASER** shall be bound by the terms and conditions of all existing leases, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.
- 11.2 The highest bid obtained at the auction for the sale of the property subject to the lease, is insufficient to meet the amount owing under any Mortgage Bond registered over the **PROPERTY**, then the **PROPERTY** may be sold free of any lease which was entered into after registration of any mortgage bond over the **PROPERTY** or any lease entered into prior to the registration of any mortgage bond of which lease the holder of the mortgage bond had no knowledge.
- 11.3 The **PURCHASER** is aware of the provisions of:
 - 11.3.1 The Restitution of Land Rights Act 22 of 1994;
 - 11.3.2 The Land Reform (Labour Tenants) Act 3 Of 1996;
 - 11.3.3 The Extension of Security of Tenure Act 62 of 1997,

Which regulate and / or secure the rights of tenure and occupation on land of any third party. **Save as may be herein set out, the SELLER has not given any warrant or made any representations, whether express or implied, to the PURCHASER regarding the rights in law of any occupier or potential occupier or any third party in terms of the aforementioned Acts and more particularly, that such rights may not exist. The PURCHASER indemnifies the SELLER against any claim or action which any occupier may bring in terms of the PROPERTY.**

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 effect 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 "voetstoots" 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, subject to clause 3.7, 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.

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.
- 14.3 Occupation of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

15 **LEGAL COSTS**

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AGENT / AUCTIONEER** and his **AGENT / AUCTIONEER / Attorneys** in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

16 **ADDRESS / DOMICILIUM**

16.1 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.

16.2 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.

16.3 The terms of "writing" shall include communications by email or facsimile.

17 **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 / AUCTIONEER** shall be joint and several *in solidum*.

18 **SECTION 112 AND 115 OF THE COMPANIES ACT**

18.1 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**.

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

18.3 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**.

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 **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:

- 20.1 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**
- 20.2 the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;
- 20.3 the notice shall be accompanied by the nominee's written acknowledgement:
 - 20.3.1 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

- 20.3.2 that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;
- 20.3.3 should the **PURCHASER** nominate a nominee in terms of this clause, then:
- 20.4 all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
- 20.5 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 *excussion*.
21. **COMPANY TO BE FORMED**
- 21.1 In the event of the **PURCHASER** signing this agreement in his capacity as **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. **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 Deed of Sale 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 Deed of Sale 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 **SELLER** 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 **SELLER**.
- 23.2 Upon the **SELLER** 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. 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.
- 23.5 Upon the **SELLER** 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 **PURCHASER**.

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. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.

24.3 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.

24.4 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.

24.5 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.

27. **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:

I 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: 832 Jan Shoba Street, Brooklyn, Pretoria

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

Exceptionally well managed Commercial 21Ha Macadamia Production Farm located 26km from White River on the R37 Brondal Road.

White River in Mpumalanga is one of South Africa's most productive and important agricultural regions and plays a key role in the export profile of South Africa, primarily in fruit and nuts. The main farming activity in the area is Citrus, Avocados, Macadamias and Timber Forests, located in a fertile area that has good potential for high-value crops.

The climate is well suited to the production of Macadamias, Avocados and other sub-tropical fruit with an average rainfall per annum between 800mm – 1100mm.



Farm Fast Facts:

- 21Ha Commercial Production Farm – Macadamia – Exported
- Global GAP & SIZA Registered and Audited.
- NAD1 Trees are Registered
- ANB-PM Agreement in Place
- Supply to Green Farm Nut Company
- Irrigation:
 - Bulk Lines are HDPE 12 C12 Lines
 - Micro Irrigation on all Orchards fitted with LDPE C3
 - 2 Pump system (back-up pump alternating)
- Agri Technovation Fertilization System – Laeveld Agrichem
- 3 Year running Award for best quality for lowest USK (Unsound Kernel)
- Water Rights

Property Information

This farm is situated in the ideal climate for Macadamia Nut Production Farming. The farm is productive and offers a turn-key opportunity. The improvements on the property includes luxury 5-star accommodation.

The farm is certified with GLOBAL G.A.P. & SIZA Standards and Specifications. All the produce is for the EXPORT market.

There is ample water on the farm via the Sand River canal from the Sand River Irrigation Board (see the certificate included in the pack).

This grower has been awarded the Green Farms Laeveld Packhouse award for quality for lowest Macadamia USK (Unsound Kernal) in the category within which they compete, for the past 3 years through careful management to increase the health of the orchard year on year. The farm is being farmed to the highest standards to ensure this.

A **minimum impact** method of farming has been employed and has advanced the regeneration of the soil and has improved insect management and control thereof. Scout Spraying is preferred to traditional calendar spaying to minimise the impact on the health of the orchard which has improved the quality and reduced USK. Laeveld Agrichem manage the Fertilisation and Insect control with the Agri Technovation Fertilization System.

The produce is all registered for export. 38Tons has been harvested in 2025 irrespective of the severe hail and weather conditions experienced in the area. The optimum yield is between 50T to 60T. The farm has 14Ha of orchards and is at capacity.

Water rights – Allocation on Sand River and/or Sand River canal: 6 000 M3/ha/annum. Maximum direct abstraction rate: 1.0 l/s/ha, not exceeding the allocation of 60 000 M3/ha/annum. Water is channelled to the dam via the canal.



Water Filtration - The water is pumped from the dam through a filtration system to ensure the AZUD Luxor Filtration system directly to the orchards.



The Azud Luxon filtration system provides improved irrigation reliability, better crop uniformity, lower clogging risk, and long-term operational savings.

Orchards – Macadamia (Beaumont) - **3696**– all under irrigation

		Ha	Plant Date	Age
Block A	933	3,47	2008	17 years
Block B				
Block C				
Block D	475	1,6	2008	17 years
Block E	135	0,58	2014	11 years
Block F	860	4,19	2014	11 years
Block I				
Block H	654	3,02	2014	11 years
Block G	639	1,94	2014	11 years
Block J				

There is optimal spacing between the trees in the orchards to supply maximum sunlight exposure.



Fencing – 21Ha (fully fenced with electrified fencing & alarm)

Farm Infrastructure: COMPLIANT WITH GLOBAL G.A.P. / SIZA SPECIFICATION

- 1x holding pump dam
- Staff units can accommodate x8 staff (kitchen and bathrooms)
- Workshop (lockable – enclosed)
- 2x tractors (1x Solis Cab sput and 1x Fiat slash trekker)
- 2 x trailers
- Brush cutters and chainsaws (all basic tools, compressors, hydraulic jacks...)
- 1x PTO mist sprayer
- 1 x tank sprayer with 100m lines

Dehusking Plant:

- Drying bins with capacity of 32ton
- 1x single lane dehusking machine and sorting table (Voss manufactured in 2015)
- All trees under spray irrigation
- Entire farm electric fence with alarm (not working conditions currently)
- 2 x entrances with electric gates (only one in use)

Main house – 400m²

- | | |
|--|---|
| <ul style="list-style-type: none"> - Security cameras - 4 Bedrooms (2 en-suite) - 3 Bathrooms & 1 Guest Toilet - Open Plan Kitchen - Scullery & Laundry - Entertainment room - Separate study | <ul style="list-style-type: none"> - Separate lounge - 3 x garages - Large garden - Swimming pool - Large veranda (enclosed with concertina glass doors) - Fully Furnished and Fitted |
|--|---|

Cottage 1 with Tenant (Month to Month)

- 170m²
- 2 X bedroom both en suite
- Lounge, kitchen, scullery and dining room
- Double garage with electric doors
- Large veranda

Cottage 2

- 200m² Thatch house
- 2 x bedroom (1 x en suite)
- 1 x bathroom
- Kitchen, dinning & lounge
- Large veranda
- 1xHa garden within electric fence

5. PROPERTY IMAGES

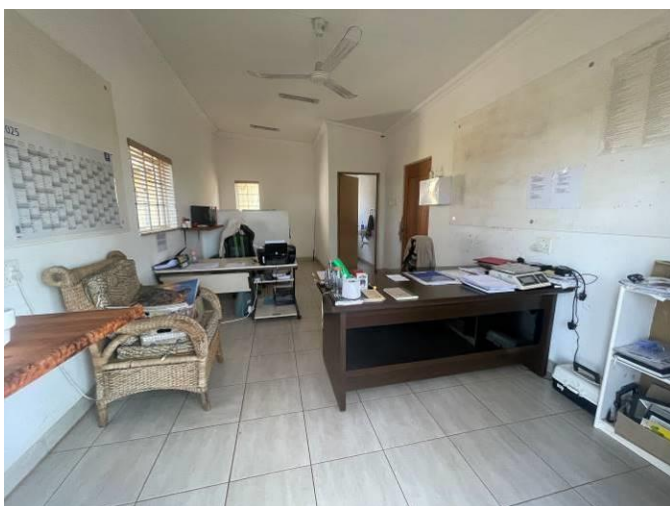














6. AERIAL



7. Laeveld Agrichem Agri Technovation Feritisation System





Agri Technovation
Specialized to succeed



Bemestingsvoorstel
2025 / 2026

Plaasnaam	Heidelberg
Kliëntnaam	Mabota Investments
Landboukundige	CP van Aardt (cp.vanaardt@agritechnovation.co.za)
Goedgekeur deur	Marne de Vries (marne.devries@agritechnovation.co.za)
Agent	Leon Martin (0714007578)

Agri Business Park, 5 Louw Street, Wellington Industrial Area, 7654
+27 21 300 0543 | info@agritechnovation.co.za | www.agritechnovation.co.za


$$A+B+C$$

Heidelberg

MACADAMIAS
BEAUMONT

3.47 Ha 933 Totale bome

Geplant in:

Mikpunt:

Ry spasiëring:

Boom spasiëring:



Onderstok:

Boom ouderdom:

Besproeiing:

Vorige produksie:



Bome per Ha:

17

Micro

ton/ha

[illegible]

Die voorstelle vervat in hierdie verslag word in goeie trou deur Agri Technovation verskaf aan die klient, wie verantwoordelik is om daarmee te handel soos hy goedvind en op sy risiko. Agri Technovation gee geen waarborg, heersy uitdruklik of geïmpliseer ten aansen daarvan nie en sal nie aanspreeklik wees teenoor die klient of enige iemand anders vir diekluele, spesiale, direkte- of gevolgskade van enige aard nie.



Blok D Heidelberg MACADAMIAS BEAUMONT

1.6 Ha 475 Totale bome

Geplant in: 2008
Mikpunt: 17
Ry spasiering: Mikro
Boom spasiëring: 4000 mm

Onderstok: 297
Boom ouderdom: 17
Besproeiing: Mikro
Vorige produksie: ton/ha

Bome per Ha:



Fenologies	Maand	1:0:1 (33)										kg/ha										g/ha				
		g /boom	g /boom	Kaliumsulfaat korrel (K2SO4)	MAGNESIUM NITRATE (MgNO3)	Kalsium Nitraat CaNo3	Flamma	Nuts-To-Grow	Copper Phloem	Iron Phloem	Zinc Phloem	Pollinator	Magnesium Phloem	Flower Power	P Phloem	*N	*P	*K	*Ca	*Mg	*S	*Fe	*Zn	B	*Mn	*Cu
RYPWORDING	MAART																									
DES	APRIL	150	200													13.88	7.35		6.01							
OES	MEI																									
BALLONSTADIUM	JUNIE																									
BLOM	JULIE	250				10		4	4																	
BLOM	AUGUSTUS		300				10		4	4	4				5	12.34	0.39	12.44				283.2				360
SELDELING	SEPTEMBER			250						4	4		4			11.59	0.67	1.03	0.02	8.96	0.59	12.5	867.1	499.14		11.6
SELDELING	OKTOBER	150								4	4					11.71	0.02		14.12				817.6	468		
VRUGVERGROTING	NOVEMBER		300													7.35		7.35								
VRUGVERGROTING	DESEMBER	200															35.62			15.14						
RYPWORDING	JANUARIE	100															23.75			10.09						
RYPWORDING	FEBRUARIE																11.88			5.05						
	Totaal kg/ha	163.28	178.12	148.44	74.22	10.5	10	4.8	4.72	11.68	8.4	6.4	10.4	5.8	56.87	1.08	99.41	14.14	14.97	30.87	0.3	1.68	0.97			0.37
	Totaal kg per land	261.25	285	237.5	118.75	16.8	16	7.68	7.55	18.69	13.44	10.24	16.64	9.28	91	1.72	159.06	22.63	23.95	49.39	0.47	2.7	1.55			0.59

Die voorstelle vervat in hierdie verslag word in gaele trou deur Agri Technovation verskaf aan die klient, wie verantwoordelik is om daarmee te handel soos hy goedvind en op sy risiko. Agri Technovation gee geen waarborg, hetsy uitdruklik of geïmpliseer ten aansien daarvan nie en sal nie aanspreeklik wees teenoor die klient of enige iemand anders vir oëktuele, spesiale, direkte- of gevolgsake van enige aard nie.



Blok H
Heidelberg
MACADAMIAS
BEAUMONT

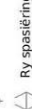
3.02 Ha **654** Totale bome



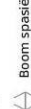
Geplant in:



Mikpunt:



Ry spasiërin



Boom spasiëring:



2014



Onderstok:



Boom ouder



Besproeiing:



Vorige produksie:



Bome per Ha:

217



Fenologies	Maand	g /boom	1:0:1 (33)	g /boom	Kaliumsulfaat korrel (K2SO4)	g /boom	MAGNESIUM NITRATE (MgNO3)	g /boom	Kalsium Nitraat CaNo3	l/ha	Flamma	kg/ha	Nuts-To-Grow	Copper Phloem	Iron Phloem	Zinc Phloem	Pollinator	Magnesium Phloem	Flower Power	P Phloem											
																					*N	*P	*K	*Ca	*Mg	*S	*Fe	*Zn	B	*Mn	*Cu
RYPWORDING	MAART																														
DES	APRIL	200		250																											
OES	MEI																														
BALLONSTADIUM	JUNIE																														
BLOM	JULIE	350				10								4	4																
BLOM	AUGUSTUS			350				10								4	4	4													
SELDELING	SEPTEMBER					300										4	4	4													
SELDELING	OKTOBER	250																													
VRUGVERGROTING	NOVEMBER			450																											
VRUGVERGROTING	DESEMBER			300																											
RYPWORDING	JANUARIE			150																											
RYPWORDING	FEBRUARIE																														
	Totaal kg/ha	173.25		194.9		129.93		64.97	10.5	10	4.8	4.72	11.68	8.4	6.4	10.4	5.8	55.05	1.08	107.76	12.39	13.19	33.72	0.3	1.68	0.97					
	Totaal kg per land	523.2		588.6		392.4		196.2	31.71	30.2	14.5	14.25	35.27	25.37	19.33	31.41	17.52	166.25	3.25	325.45	37.4	39.84	101.84	0.89	5.09	2.92					
																										1.12					

Die voorstelle vervat in hierdie verslag word in goeie trou deur Agri Technovation verskaf aan die klient, wie verantwoordelik is om daarmee te handel soos hy goedvind en op sy risiko. Agri Technovation gee geen waarborg, heersig uitdruklik of geïmpliseer ten aansten daarvan nie en sal nie aanspreeklik wees teenoor die klient of enige iemand anders vir direkte, spesiale, direkte- of gevolgskade van enige aard nie.



F+I

Heidelberg
MACADAMIAS
BEAUMONT

4.19 Ha 860 Totale bome

Geplant in: 2014
Mikpunt: ton/ha
Ry spasiëring: 8000 mm
Boom spasiëring: 4000 mm

Onderstok: 11
Boom ouderdom: Micro
Besproeiing: ton/ha
Vorige produksie: ton/ha

Bome per Ha: 205







Fenologies	Maand	g /boom	1:0:1 (33)	g /boom	Kaliumsulfaat korrel (K2SO4)	MAGNESIUM NITRATE (MgNO3)		Kalsium Nitraat CaNo3	Flamma	Nuts-To-Grow	Copper Phloem	Iron Phloem	Zinc Phloem	Pollinator	Magnesium Phloem	Flower Power	P Phloem	kg/ha					g/ha				
						g /boom	g /boom											g /boom	g /boom	g /boom	g /boom	*N	*P	*K	*Ca	*Mg	*S
RYPWORDING	MAART																										
OES	APRIL	200		300																							
OES	MEI																										
BALLONSTADIUM	JUNIE																										
BLOM	JULIE	350														5											
BLOM	AUGUSTUS			400					10		4	4	4	4													
SELDELING	SEPTEMBER							350					4	4													360
SELDELING	OKTOBER	250																									11.6
VRUGVERGROTING	NOVEMBER			450																							
VRUGVERGROTING	DESEMBER			350																							
RYPWORDING	JANUARIE			150																							
RYPWORDING	FEBRUARIE																										
	Totaal kg/ha	164.2	194.99	143.68	71.84	10.5	10	4.8	4.72	11.68	8.4	6.4	10.4	5.8	56.13	1.08	106.31	13.69	14.51	33.74	0.3	1.68	0.97	0.37			0.37
	Totaal kg per land	688	817	602	301	44	41.9	20.11	19.78	48.94	35.2	26.82	43.58	24.3	235.2	4.52	445.43	57.37	60.8	141.36	7.06	4.05	1.56			1.56	





Die voorstelle vervat in hierdie verslag word in goeie trou deur Agri Technovation verskaf aan die Klifent, wie verantwoordelik is om daarmee te handel soos hy goedvind en op sy risiko. Agri Technovation gee geen waarborg, hetsy uitdruklik of geimpliseerd ten aansien daarvan nie en sal nie aanspreeklik wees teenoor die klifent of enige iemand anders vir direkte, spesiale, of gevolgskade van enige aard nie.



G+j
Heidelberg
MACADAMIAS
BEAUMONT

1.94 Ha 639 Totale bome

Geplant in:  2014
Mikpunt:  ton/ha
Ry spasiering:  8000 mm
Boom spasiering:  4000 mm

Onderstok:  329
Boom ouderdom:  11
Besproeiing:  Mikro
Verige produksie:  ton/ha

Bome per Ha: 329



Fenologies	Maand	g /boom	1:0:1 (33)	Kaliumsulfaat korrel (K2SO4)	MAGNESIUM NITRATE (MgNO3)	Kalsium Nitraat CaNo3	Flamma	Nuts-To-Grow								Copper Phloem								Zinc Phloem								Pollinator								Magnesium Phloem								Flower Power								P Phloem																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
								kg/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha	l/ha

Die voorstelle vervat in hierdie verslag word in goeie trou deur Agri Technovation verskaf aan die klient, wie verantwoordelik is om daarmee te handel soos hy goedvind en op sy risiko. Agri Technovation gee geen waarborg, heitsy uitdruklik of geimpliseer ten aansien daarvan nie en sal nie aanspreeklik wees teenoor die klient of enige iemand anders vir diëktuele-, spesiale-, direkte- of gevolgskaide van enige aard nie.



Opsomming

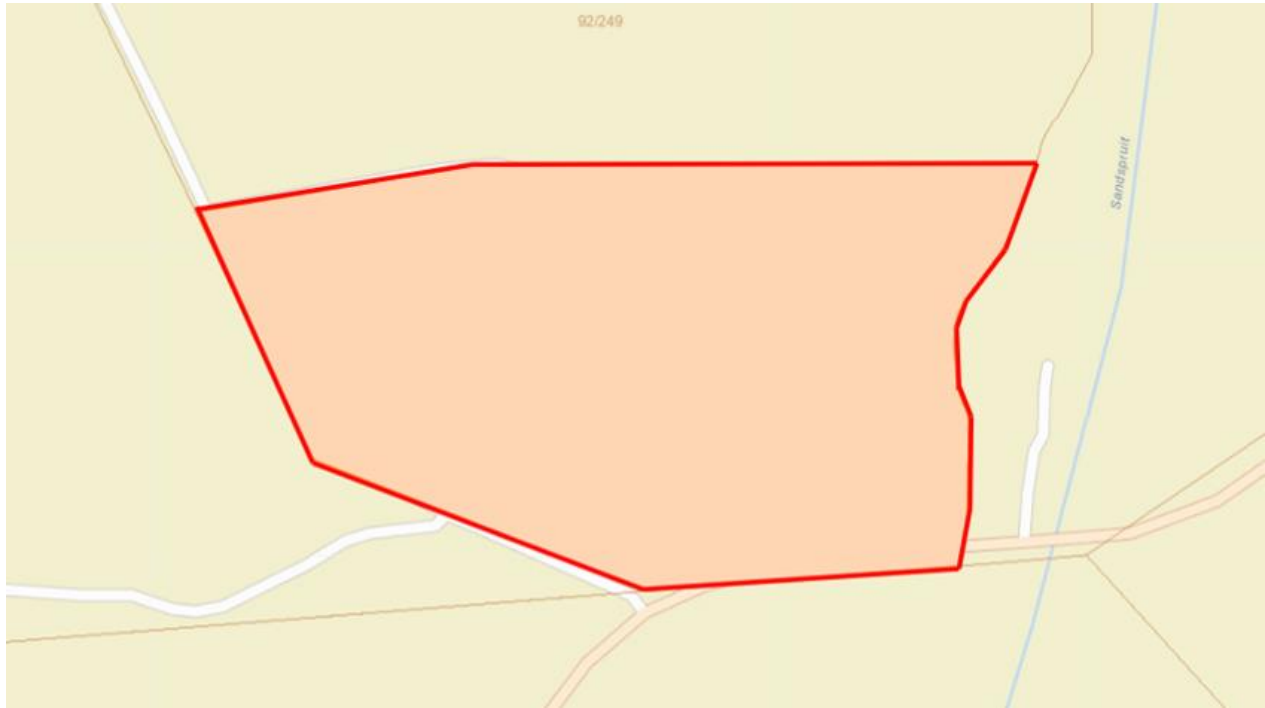
14.8 Ha



	Fenologies	Maand	1:0:1 (33)										kg/ha										g/ha			
			Kg;	Kg;	Kg;	Kg;	Kg;	Kg;	Kg;	Kg;	Kg;	Kg;	N	P	K	Ca	Mg	S	Fe	Zn	B	Mn	Cu			
	RYPWORDING	MAART																								
	OES	APRIL	684		833									83	46		35									
	OES	MEI																								
	BALLONSTADIUM	JUNIE																								
	BLOM	JULIE	1051				149		60				75	71	3	72										
	BLOM	AUGUSTUS			1249			149		60	60	60	67	5	7	1	51	4	75	5203	2995		2160			
	SELDELING	SEPTEMBER				1018				60	60	60	66	1		79				4906	2808		70			
	SELDELING	OKTOBER	792										53		53											
	VRUGVERGROTING	NOVEMBER		1397											226			97								
	VRUGVERGROTING	DESEMBER		948											155		66									
	RYPWORDING	JANUARIE		453											76		32									
	RYPWORDING	FEBRUARIE																								
		Totaal	2525	2796	2082	1018	149	149	60	60	119	119	75	338	7	631	79	86	198	1775	10109	5803	2230			

Die voorstelle vervat in hierdie verslag word in goeie trou deur Agri Technovation verskaf aan die klient, wie verantwoordelik is om daarmee te handel soos hy goedvind en op sy risiko. Agri Technovation gee geen waarborg, hetsy uitdruklik of geïmpliseerd ten aansien daarvan nie en sal nie aanspreeklik wees teenoor die klient of enige iemand anders vir dillektuele, spesiale, direkte- of gevolgskaade van enige aard nie.

8. CHIEF SURVEYOR GENERAL



9. MAP



GPS Co-Ordinates 25°19'35.4"S 30°55'47.5"E
-25.326498, 30.929867

10. WATER RIGHTS CERTIFICATE

SAND RIVER IRRIGATION BOARD SANDRIVIER BESPROEINGSRAAD

Your Ref.:
U Verw.:

Our Ref.:
Ons Verw.:

OBU-gebou / building
Airstraat 28 Air Street
Posbus / P O Box 382
MALELANE 1320
Tel. (013) 790-0591
Faks/Fax. (013) 790-1233
Fax to mail: 086 502 5491
E-pos/E-mail: ronelle.putter@lantic.net

08/12/2016

TO WHOM IT MAY CONCERN

This serves to certify that, according to information available in the Boards' office, the under mentioned property/ies is/are listed on the Sand River canal for agricultural water use entitlements as indicated below:

	Listing / ha	Volume Cubic meters
HEIDELBERG 249 JT		
Portion 94	10.00	60 000

Allocation on Sand River and/or Sand River canal: 6 000 M³/ha/annum

Maximum direct abstraction rate: 1.0 l/s/ha, not exceeding the allocation of 60 000 M³/ha/annum

Signed

N C O'Farrell

N C O'FARRELL (MRS)

ASSISTANT SECRETARY to MRS R M PUTTER

11. COPY OF TITLE DEED

A. VIR ANTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:				
(a) Gelyktydige met ander registrasie kantore / daellittle: Simult with other registrars / Sectional title:				
Code / Kode	Firms / Firm	Eiendom / Property	Kantoor / Office	
1				
2				
3				
4				
(b) Klient skryfde van aktes permanent to Arkitektuur gelyksoort: Client copies of deed filed permanently in deeds Office:				
Akte van owername van plaas Deed of conveyance of land		Kode Code	JNR.	Plaatse van ondersaekers Initials of examiners
Noms en nommers van deede Names and numbers of deed		T.R.		SJR.
(c) Notas / Notes				

B. VIR ANTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:			
Inordike nagaan deur Interdict checked by _____ Datum: Date: _____	(1) Dooi gelyksoort (geproklameer) Township approved (proclaimed)	Omerkings Remarks	Paraaf Initials
	(2) Beglypingswe Endowment even (3) Beglypingswe Endowment (4) Voorwaarde Conditions (5) Mikro Micro		
Inordike nagaan deur Interdict checked by _____ Datum: Date: _____	(6) Algemeen plan General plan (7) Titel akte Title deed (8) Verleide teen dopstatal Order against township title (9) Dooi gelyksoort Date checked		

Kantoor Instrukties / Office Instructions:
 Seksele / Section:

ANNEMARIE
SWANEPOEL
PROKUREURS/
ATTORNEYS

23

TEL: (013 752 4908)

PTN 92 (Portion of Erf 29) of farm Heidelberg 2497

PTN 92 (Portion of Erf 29) of farm Heidelberg 2497

UITVOERING - EXECUTION

A. VIR ANTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

(a) Datum van uitvoering / DATE PERFORMED ON FOR

REGISTRASIE BY

29 JUL 2018

MPUMALANGA

DEEDS OFFICE

LETTERS

2018-03-13

MPUMALANGA

DEEDS OFFICE

MUST BE HANDLED IN ORDER

REGISTRATION BY

25 MAR 2018

MPUMALANGA

DEEDS OFFICE

(b)

SPUNTA 04/07/2018

31/05/2018

Onderpissers / Examiners	Kamer's Rooms	Skandering / Linking	Viewwip / Rijplet	Passier Pass
M.L.O. LEKHULENI				
2 E Mvewa	22	31		9
3				

B. VIR ANTEKANTOOR GEBRUIK / FOR CONVEYANCERS USE:

Aand van die by: Transport, Verband, ens.

Antwoord by: g.g., Transfere, Bond, ens.

T 00000445/2018

View Nr. / Ref. No.

SG5210 / MAT861

Skandering / Linking

C. MATHONIS

3

1

GEWYKTOEGES / SMULS

Kode Code	Name van Partye / Names of Parties	Erfa Nr. Erfm No.	Nr. in Reël / Subst	Tidatates ens. binne Tipes etc. within
1 T	Gerratt Mababa JV	23	1	
2 BC	Gerratt BID	23	2	
3 BC	Gerratt STOOD	23	3	
4				
5				
6				
7				
8				
9				
10				

J.J. MIHALIK

DEEDS RECEIVED ON

13 MAR 2018

IN DEEDS SECTION

Reëltranskripsie deur: Registration requested by: "ATHERINA ALETTA NEEFTHOF"

DATUM: DATE:

26-03-2018

dated 17th May 1954, and the Remaining Extent of Portion 51 as held under Deed of Transfer T12003/1954, dated 17th May 1954.

- (d) PORTION 29 (a portion whereof is hereby transferred) is subject to a right of aqueduct along the existing canal in favour of PORTION 24 as held under Deed of Transfer T29690/1952, dated 6th December 1952, PORTION 25 as held under Deed of Transfer T11578/1953, dated 28th May 1953, PORTION 31 (a portion of portion 26) as held under Deed of Transfer T26290/1952, dated 29th October 1952, Portion 32 (a portion of portion 26) PORTION 43 (a portion of portion 26) and the Remaining Extent of PORTION 26 (a portion of Portion 10) as held under Deed of Transfer T29690/1952, dated 6th December 1952.
- (e) Portion 29 (a portion whereof is hereby transferred) is subject to a right of aqueduct along the existing canal in favour of PORTION 27 (a portion of portion 10) as held under Deed of Transfer T12008/1954, and the Remaining Extent of Portion 10, measuring 69,1011 hectares, as held under Deed of Transfer T29655/1946, dated 26th September 1946.
- (f) The transferee and his successors in title shall be obliged to maintain in good order and repair at all times, and to clean such portion or portions of the said canal as may be decided by a majority of the owners of the said PORTION 10 (or subdivisions thereof) which are entitled to the use and enjoyment of water from the said canal, and all the said owners shall have a right of access along the said canal for the purposes of construction, inspection, maintenance and repairs, subject to a reasonable notice, provided that the portion to be maintained and cleaned by the transferee shall be in proportion to the amount of irrigable land owned by him.
- (g) PORTION 29 (a portion whereof is hereby transferred) together with PORTIONS 24, 25, 26, 27 and 29 held under Certificate of Registered Title T9996/1951, PORTION 30 held under Deed of Transfer T24246/1953 and the remaining extent of PORTION 10, measuring 69,1011 hectares, held under Deed of Transfer T29655/1946, are subject to the sole trading rights in favour of PORTION 23 (a portion of Portion 10) as held under Deed of Transfer T9997/1951, dated 25th April 1951, except in respect of Sawmill and Timber Merchants businesses and that connected with the produce produced by the owners of the said portions, and the remaining extent aforesaid on their own property as appears more fully from Deed of Transfer T9997/1951, dated 25th April 1951.
- (h) The owners of the said PORTIONS 24, 25, 26, 27, 28, 29 and the original remaining extent of PORTION 10 (or subdivision thereof) shall be jointly responsible for the maintenance and repair of all the existing roads connecting up the different subdivisional portions to the nearest public road which the said owners are entitled to use, and each owner shall contribute his share of the expenses of such maintenance and repair as and when so decided by the majority of such owners who shall have the right to carry out such maintenance and repair, either by themselves or through their nominees and in such manner as such majority may deem fit, provided that the transferee shall only be responsible for his proportionate share of the maintenance and repair of such roads as are actually used by him.

- (i) Portion 29 (a portion whereof is hereby transferred) is subject to a right of way along a convenient route in favour of PORTION 53 (a portion of portion 28) as held under Deed of Transfer T12006/1954, dated the 17th May 1954, to the nearest Public Road and the right to construct and repair such road and to use soil and stone on the property hereby transferred for such purpose.
- (j) Portion 29 (a portion whereof is hereby transferred) is subject to the right in favour of PORTION 53 (a portion of portion 28) held under Deed of Transfer T12006/1954, dated the 17th May 1954, to draw water by way of pumping sufficient for domestic purposes in quantities not more than 4,54 kilolitres in every twenty four (24) hours as will more fully appear from a reference to Notarial Deed of Servitude, K2559/1974S registered this day.
- (k) By Notarial Deed 1240/1957 S, dated 27th August 1957, and registered on the 10th December 1957, Portion 29 (a portion whereof is hereby transferred) is subject to a servitude of abutment, aqueduct, drainage and storage in favour of SAND RIVER IRRIGATION BOARD as will more fully appear from reference to the said Notarial Deed.
- (l) Portion 65 (a portion of Portion 29) of the said farm held under Transfer T6510/1960 shall be entitled to the sole rights of the use of water from the existing borehole on the Remaining Extent of Portion 29 measuring 317,6957 hectares (of which the property hereby transferred forms a portion) situated near the Western boundary of the said Portion 65, and right of acqueductus from the said borehole along and by means of piping along a route to be of the said Portion 65 and with the rights to deepen and clean the borehole and to erect pumping machinery and piping over the borehole but subject to any rights of way or roads presently in existence .

SUBJECT to such conditions as are mentioned or referred to in the aforesaid Deed/s.

WHEREFORE the Appearer, renouncing all rights and title which the said

IAIN MICHAEL RONALD GARRATT, Married as aforesaid

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

MABOTA INVESTMENTS PROPRIETARY LIMITED
Registration Number: 2000/002249/07

its Successors in Title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R10 520 000,00 (TEN MILLION

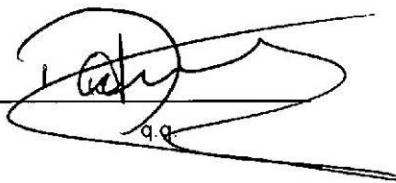
Page 5

FIVE HUNDRED AND TWENTY THOUSAND RAND) plus agents commission to the amount of R655 000.00 (Six Hundred and Fifty Five Thousand Rand) and that transfer duty was paid on the amount of R11 175 500,00 (ELEVEN MILLION ONE HUNDRED AND SEVENTY FIVE THOUSAND FIVE HUNDRED RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS MPUMALANGA, at NELSPRUIT on

26 MAR 2018


q.q.

In my presence



REGISTRAR OF DEEDS MPUMALANGA

GhostConvey 16.3



Annemarie Swanepoel Attorneys
1st Floor, Corner House
681r Russel and Nel Street
Nelspruit
1200

Prepared by me

CONVEYANCER
ANNEMARIE SWANEPOEL

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

IAIN MICHAEL RONALD GARRATT
Identity Number 7302165238083
Married out of community of property

do hereby nominate, constitute and appoint ANNEMARIE SWANEPOEL and/or CATHERINA ALETTA NEETHLING and/or JAN CHRISTIAAN KRIEK and/or PETRUS ALBERTUS WESSELS with power of substitution to be the true and lawful Attorney/s and Agent/s of the Transferor to appear before the REGISTRAR OF DEEDS MPUMALANGA, at NELSPRUIT and there to declare that I did on 15 February 2018 sell to:

MABOTA INVESTMENTS PROPRIETARY LIMITED
REGISTRATION NUMBER: 2000/002249/07

for the sum of R10 520 000,00 (Ten Million Five Hundred and Twenty Thousand Rand) plus agents commission to the amount of R655 000.00 (Six Hundred and Fifty Five Thousand Rand)

the following property, namely -

PORTION 94 (A PORTION OF PORTION 29) OF FARM HEIDELBERG
249
REGISTRATION DIVISION JT, PROVINCE OF MPUMALANGA

MEASURING 21,0285 (TWENTY ONE COMMA ZERO TWO EIGHT FIVE)
Hectares

HELD BY Deed of Transfer Number T35394/2005

GhostConvey 16.3.1.2

Page 2

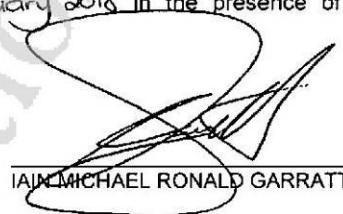
and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, to promise to free and warrant the said property and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents; to bring any application, in terms of Section 4(1)(b) on my / our / the Entities behalf, in order to rectify any error/s in respect of my / our / the Entities name, status, identification or registration number/s, the property description, conditions contained in the Deed/s or any other error/s depicted in any Deeds registered in the Deeds Office/s pertaining to me / us / the Entity; and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

Signed at WHITE RIVER on 15 February 2018 in the presence of the undersigned witnesses.

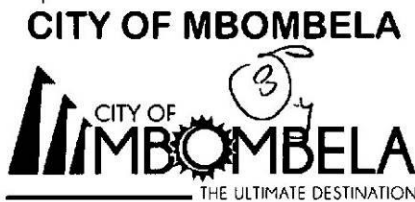
AS WITNESSES :

1. Megan

Scandaal


IAIN MICHAEL RONALD GARRATT

ANNEMARIE SWANEPOEL
Prokureurs / Attorneys
23
Civic Centre
1 Nel Street
Nelspruit
TEL: 013-752 4908
1201
South Africa



P O Box 45
Nelspruit
1200
South Africa
Tel: +27 (0) 13 759-2120
Fax: +27 (0) 13 759-9132

CERT-NO: U 29223
SCHEDULE

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT:

MUNICIPAL SYSTEMS ACT, 2000 (ACT NO. 32 OF 2000)

(AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT NO. 32 OF 2000)

ISSUED BY

CITY OF MBOMBELA LOCAL MUNICIPALITY

In terms of section 118 of the Local Government Municipal Systems Act, 2000 Act No. 32 of 2000, it is hereby certified that all amounts that became due to MBOMBELA LOCAL MUNICIPALITY in connection with the under mentioned property situated within that municipality for municipal fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

DESCRIPTION OF PROPERTY

Erven : 00000249
Portion : 00094
Extension : 000
Sectional Title
EXCLUSIVE USE AREA
Zoning : AGRICULTURE
Suburb/Town : HEIDELBERG 249 JT
Registered owner : GARRATT IMR

This certificate is valid until 2018/05/31

Given under my hand at Nelspruit on 15.03.2018

[Signature]
CHIEF FINANCIAL OFFICER
CITY OF MBOMBELA LOCAL MUNICIPALITY

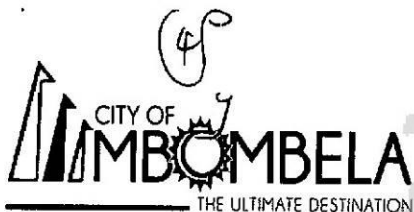
CITY OF MBOMBELA
LOCAL MUNICIPALITY

15 MAR 2018

CIVIC CENTRE BUILDING
1 NEL STREET, NELSPRUIT, 1201



16909



P O Box 45
Nelspruit
1200
South Africa
Tel: +27 (0) 13 759 9111
Fax: +27 (0) 13 759 2070

CITY PLANNING AND DEVELOPMENT

Your Ref : AA8 HEIDELBERG 249-JT (SB/18/00431) ANNEMARIE SWANEPOEL
Enquiries : Thembelihle Ntimane ☎ (013) 759-2111

The Registrar of Deeds
Private Bag X11239
NELSPRUIT
1200

Sir/Madam

CERTIFICATE IN TERMS OF

Section 70 of the Mbombela By-law on Spatial Planning and Land Use Management

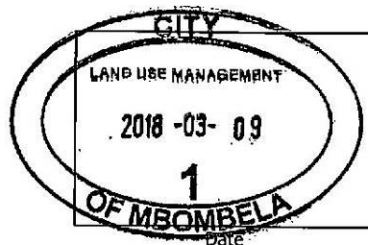
It is hereby certified, in terms of the requirements of Section 70(2) of the Mbombela By-law on Spatial Planning and Land Use Management, that the applicant has complied with the requirements as laid down in terms of Section 70(1) of the Mbombela By-law on Spatial Planning and Land Use Management for the property as mentioned below:

PORTION 94 (A PORTION OF PORTION 29) OF THE FARM HEIDELBERG 249-JT.
REGISTRATION DIVISION J.T., PROVINCE MPUMALANGA

For the transfer from:
JAIN MICHAEL RONALD GARRATT.

This certificate is valid for 120 days from the date of signing.

MBOMBELA LOCAL MUNICIPALITY



PROD DEEDS REGISTRATION SYSTEM - MPUMALANGA
PREPARED BY : DRS11066 - NGCONGWANE CHRIS

DATE : 20180316 TIME : 11:13:18.6 PAGE : 1

TRACK NUMBER : 118818448848

BLACK-BOOKING ENQUIRY ON NAME - GARRATT, IAIN MICHAEL RONALD
ID NUMBER - 7302165238883
BIRTH DATE - 19730216
MARITAL STATUS - MARRIED OUT
MAIDEN NAME -
TYPE OF PERSON - PRIVATE PERSON

PERSON HAS NO CONTRACTS/INTERDICTIONS

** PLEASE NOTE: THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***



PROD DEEDS REGISTRATION SYSTEM - MPUMALANGA
PREPARED BY : DRS11866 - NGCONGWANE CHRIS

DATE : 28/11/2016 TIME : 11:12:38.7 PAGE : 1

6

TRACK NUMBER 116010446848

PROPERTY DETAILS: FRONT FOR PORTION 94
OF PORTION 29
FARM NO 249
REG DIV JT

PROVINCE MPUMALANGA
PREV DESCRIPTION PT1129
DIAGRAM DEED NO T69518/997
EXTENT 21:0285 H
CLEARANCE MECHEBELA LOCAL MUNICIPALITY
FARM NAME HEIDELBERG

NO INTERDICTS

DOCUMENTS
834868/2006
838918/2005
INFO FROM PRETORIA DEEDS REGIS

HOLDER & SHARE
STANDARD BANK OF SOUTH AFRICA LTD
STANDARD BANK OF SOUTH AFRICA LTD

AMOUNT
R200000.00
R420000.00

O/P/A
20050101125205
20050101125205

SCAN/MICRO REF
20050101125205
20050101125205

MYED
8309
8324
8638

OWNER DETAILS

FULL NAME & SHARE
GARRATT IAIN MICHAEL RONALD

PURCH DATE 20041020
AMOUNT/REASON R660000.00
O/P/A IDENTITY 7382165238883
TITLE DEED T35394/2005

MYED
8324

MICROFILM REF
20060908132144

* O/P/A - 0 - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

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*** END OF REPORT ***

IKE E: /XARRA /KE

12.COPY OF SG DIAGRAM

SUBDIVISIONAL DIAGRAM

GROBLER, NICOL AND VAN STADEN, NELSPRUIT

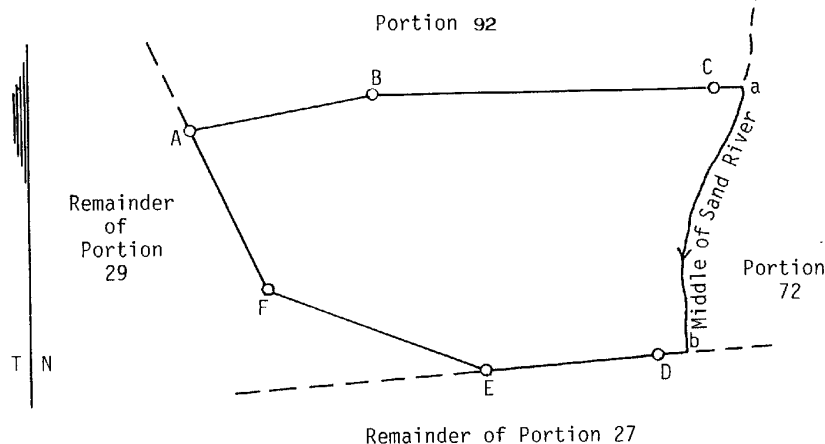
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: L.O. 31° X		S.G. No. 11316/1996 Approved <i>J. O. Hewits</i> 1997-01-15 for SURVEYOR- GENERAL
		Y	X	
	Constants:	+	0,00 + 2 750 000,00	
AB	249,00	260.26.50	A + 7 055,88 + 51 917,14	
BC	460,95	269.27.20	B + 6 810,33 + 51 875,82	
CD	367,31	12.11.50	C + 6 349,40 + 51 871,43	
DE	235,00	85.24.44	D + 6 427,01 + 52 230,45	
EF	312,59	111.02.40	E + 6 661,26 + 52 249,25	
FA	242,74	154.55.30	F + 6 953,00 + 52 137,00	
Ca		269.27.20		
Db		265.24.44		
	(93) Nel 6	Δ + 9 959,89 + 51 325,48		
	(103) Dingwell	Δ + 839,57 + 55 745,38		

DESCRIPTION OF BEACONS

A, B, C, D, E, F - Iron standard and cairn

WET/ ACT No. 70/1970
25334

EXAMINATION FEES PAID
J. O. Hewits
for SURVEYOR-GENERAL



Scale 1 : 7 500

The figure represents A B a middle of Sand River b E F A
21,0285 Hectares of land being
Portion 94 (a portion of Portion 29) of the farm
HEIDELBERG No. 249 - JT

Province : Mpumalanga

Surveyed in September 1996

by me

N. J. Grobler
N. J. Grobler (PLS 0236)

Professional Land Surveyor

This diagram is annexed to No. d.d. i.f.o.	The original diagram is No. A1709/1949 Transfer T9996/1951 Grant	File /12 S.R. 5143/1996 G.P. Comp. JTNU - 23
Registrar of Deeds		

Printed by the Institute of Land Surveyors of the Transvaal



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Auctioneers

Pieter Nel

084 8800 165 / pieter@bideasy.co.za