

PRIME EXPORT COMMERCIAL FARM MACS, LEMONS & MANDARINS 78Ha WITH WATER RIGHTS, BARBERTON

ADDRESS:

PTN 8 AND 5 OF THE FARM BOSCHFONTEIN 553-JT BARBERTON



ONLINE AUCTION

BIDS OPEN:

MONDAY, 22 SEPTEMBER 2025 AT 08H00

BIDS CLOSE:

TUESDAY, 23 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 5 & PTN 8 OF FARM BOSCHFONTEIN 553 – JT, BARBERTON DISTRICT
PORTION 5 OF THE FARM BOSCHFONTEIN 553 - JT	
TITLE DEED	T3735/2020
EXTENT	± 25.6960 Ha
AND	
PORTION 8 OF THE FARM BOSCHFONTEIN 553 - JT	
TITLE DEED	T1435/2019
EXTENT	± 52.5825 Ha
ZONING	AGRICULTURAL
LOCAL AUTHORITY	MPUMALANGA
TOTAL EXTENT	± 78.2785 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 REGISTRATION FEE	R50,000.00

3. RULES OF AUCTION

Version 1
2025/07/28

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BID OPENS FROM: MONDAY 22 SEPTEMBER 2025 @ 08H00
TIME OF AUCTION: TUESDAY 23 SEPTEMBER 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 5 OF FARM BOSCHFONTEIN 553-JT, MPUMALANGA
TITLE DEED NUMBER: T3735/2020
IN EXTENT: 25.6960Ha

AND

TITLE DEED INFORMATION: PORTION 8 OF FARM BOSCHFONTEIN 553-JT, MPUMALANGA
TITLE DEED NUMBER: T1435/2019
IN EXTENT: 52.5825Ha

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 **30th 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**

forementioned 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 TRANSFERRING 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

This farm is situated in the ideal climate for Production Farming near Barberton.

Macadamias, Lemons and Nartjie orchards are being farmed on Portion 8 & 5 of Farm Boschfontien. The Orchards are established with **predominantly mature trees**, with younger trees growing. The farms have functional infrastructure with sufficient water. The farm portions each have independent water rights, and there is an existing dam on Portion 8 and approval for a dam on Portion 5.

Macadamia and Citrus Crop Diversification - The diversified crops provide a 3-tier income stream over different production periods, assisting with cash flow.

This is a very strong long-term commercial opportunity both portions are **Global GAP & SIZA Registered and Audited**. The farms are being farmed to full capacity and are strictly farmed and managed on the **Laeveld Agrichem Agri Technovation Fertilization**.

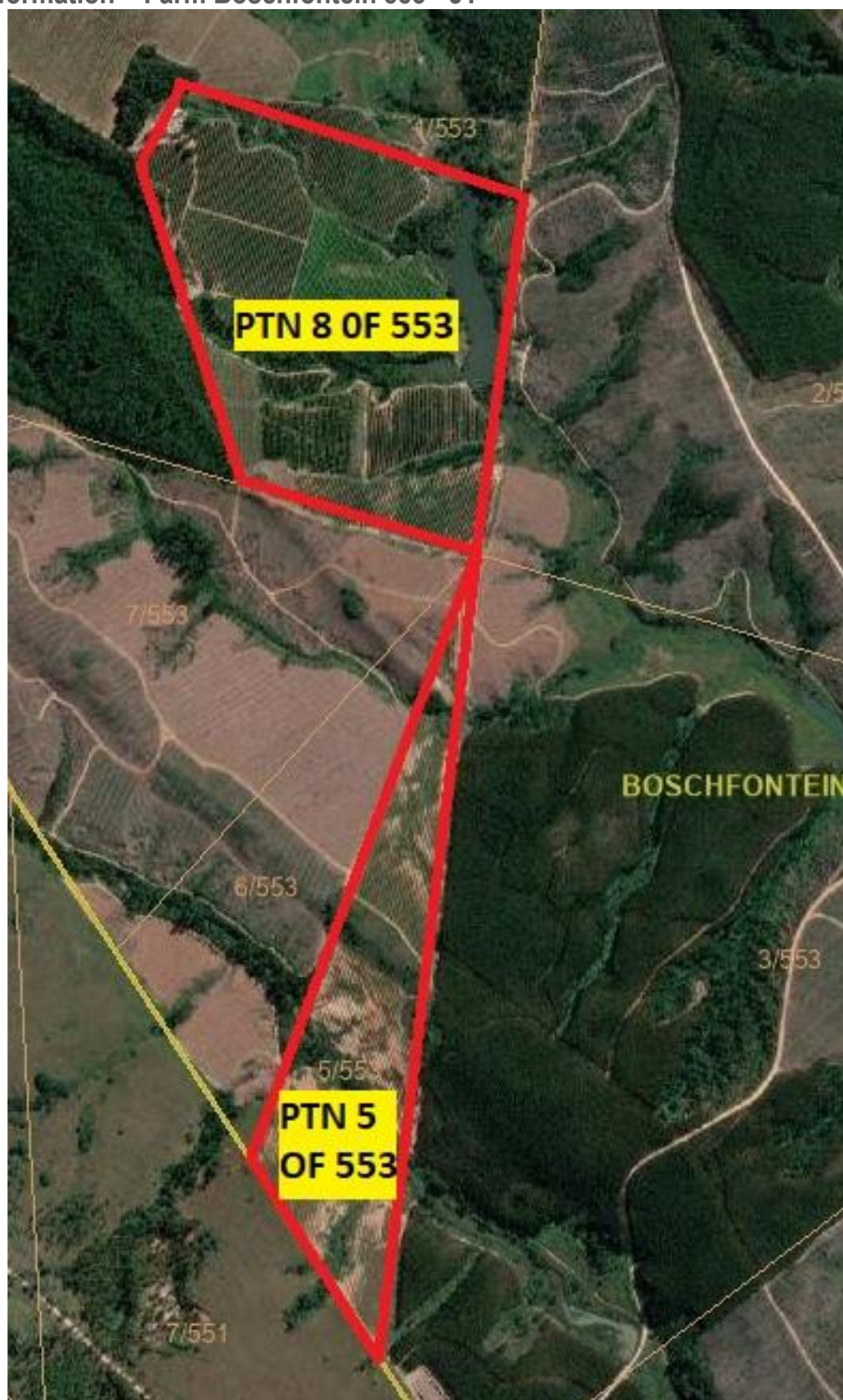
High Demand & Export Opportunity – Macadamias & Citrus
Mpumalanga, including the Barberton/Hazyview region, is one of South Africa's prime macadamia-producing areas. Demand from international markets (China, Europe) remains robust. Global citrus demand is increasing particularly for lemons for health-conscious markets.



Farm Fast Facts:

- PTN 8 + PTN 5 = 78Ha Commercial Production Farm – Macadamia & Citrus – Local and Export Grade
- Global GAP & SIZA Registered and Audited.
- NAD1 Trees are Registered
- ANB-PM Agreement in Place
- Supply to Twypack and 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 – Farm Boschfontein 553 - JT



The orchards are being farmed to maximise production in line with the Laeveld Agrochem program with the assistance of their management team.

LAEVELD AGRICHEM AGRI TECHNOVATION FERTILISATION SYSTEM and Tree Management Schedules for both portions are available on request.

Eureka Lemons (on Portion 8)

In 2024 the trees were managed so that **30% of the crop was harvested** during the months of **December to end January** to the local market, which is **3 months earlier** than the season at **higher prices**.

Approximately **75% of the 2025 harvest** will most likely be for the **local market (at higher prices)** due to the early entry into the market. The remainder of 25% will be available for export, which will also be harvested prior to the start of 2PH harvesting timing. The Orchards are at their optimum and due for a successful harvest this year. The harvest is aimed at the 2PH harvest time.

There is an uptake agreement in place with Twypack.

Nadorcott Manderines (on Portion 8)

5Ha Orchards have been planted with NAD1 registered Nadorcott trees, which is a limited and popular variety of which there are very few remaining. **NAD1 is known as the “Royal” cultivar** and refers to a specific registration associated with the Nadorcott cultivar and this is a controlled and limited distribution of this cultivar. There are 2 cultivars of trees with 2 different ages of trees.

The newer trees have been planted with new rights to complete the Orchards as planned. The orchards at the point where production is improving. The expected production for the 2025 season is 120t.

Macadamia (on both Portions)

The variant on Portion 8 is Beaumont. The variants on Portion 5 are A4 and Beaumont.

The next seasons expected harvest is 50t+. The planned capacity within the next 3 years will be 65t – 75t. The trees are currently at 60% production, and the expected growth of per annum will be at 10% , based on the minimum norm, in terms of the age of the maturing trees.

The trees were initially planted 8m x 2.5m distance apart in order to produce quickly. This year, the middle trees are being cut back to boost production.

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

Water Rights

PORTION 8 – DAM

There is a dam on Portion 8 from which there are water usage rights and storing rights registered with the Nkomasi-Usuthu Water Management Board.

Irrigation -	68 640m ³ per annum from the Dam
Storing of Water -	64 000m ³ per annum



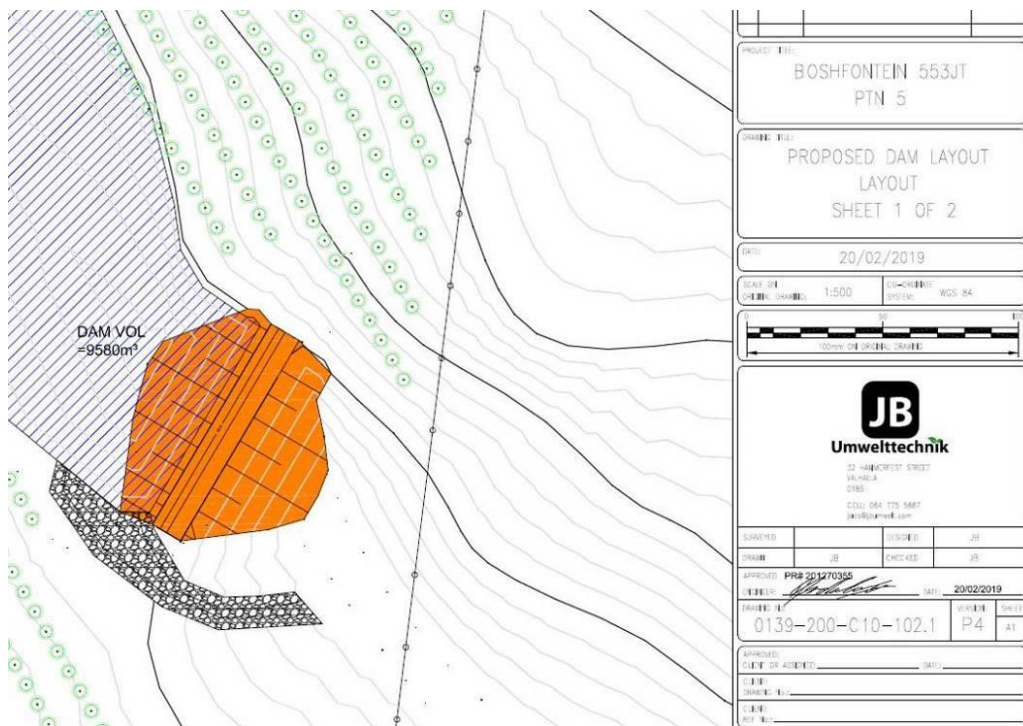
A tank of 549kl receives the water that is pumped from the natural dam. The water is then pumped through a filtration system and then fed by gravity feed to the orchards.



PORTION 5 –

This farm portion currently has 33 000m³ registered water rights from the Suidkaap River Irrigation board.

In addition, a proposed 9586m³ dam on Portion 5 has been approved.



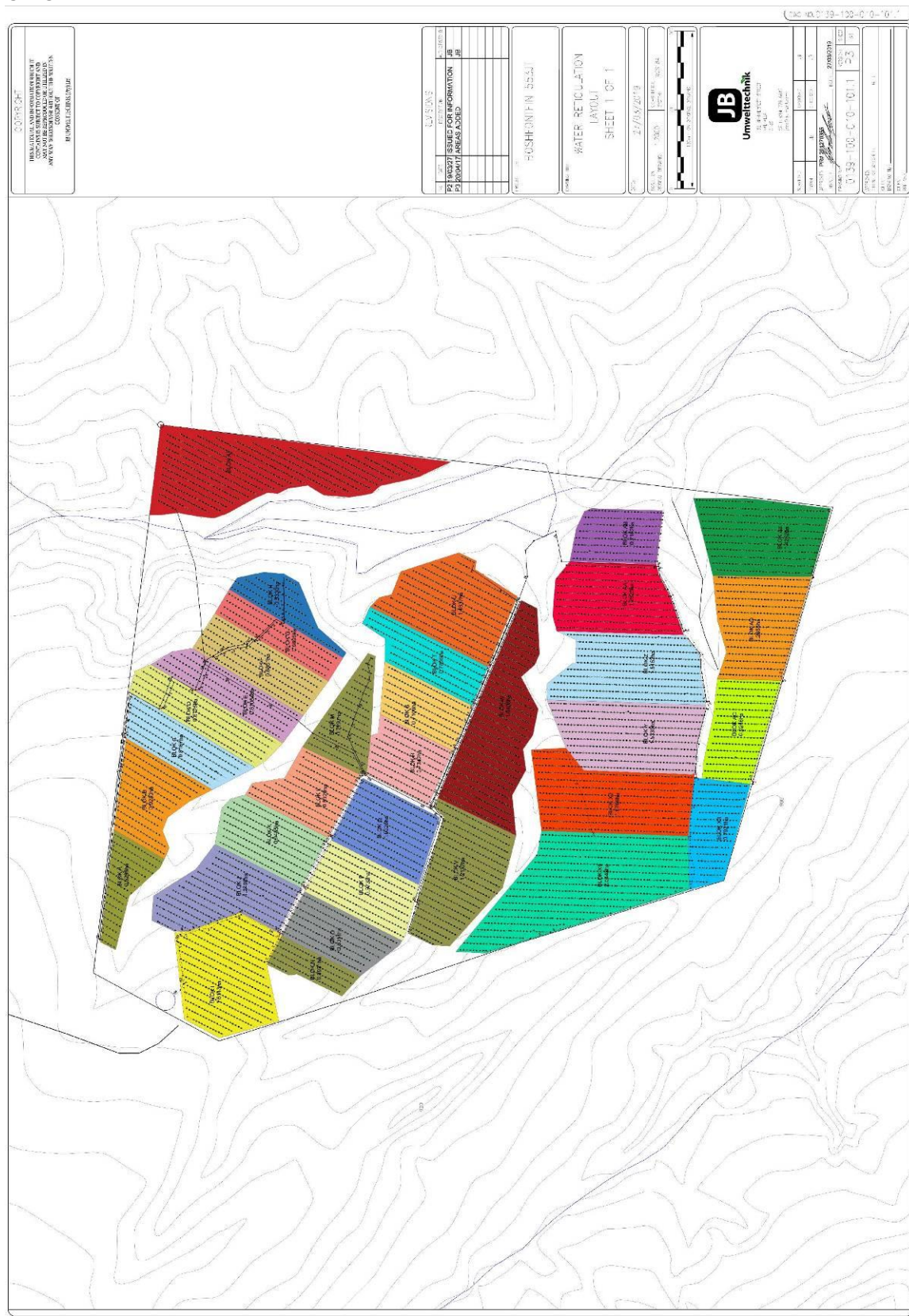
Orchards – PORTION 8

Orchard /Block	Irrigation design	Plant. date	Current crop	Cultivar	Rootstock	Number of trees	Spacing _ m x _ m		Area (ha)
A	Micro	Feb-16	Macadamia	Beaumont	Beaumont	165	8	4	0,53
B	Micro	Feb-16	Macadamia	Beaumont	Beaumont	288	8	4	0,92
C	Micro	Feb-16	Macadamia	Beaumont	Beaumont	255	8	4	0,82
D	Micro	Feb-16	Macadamia	Beaumont	Beaumont	272	8	4	0,87
E	Micro	Feb-16	Macadamia	Beaumont	Beaumont	254	8	4	0,81
F	Micro	Feb-16	Macadamia	Beaumont	Beaumont	276	8	4	0,88
G	Micro	Jan-20	Macadamia	Beaumont	Beaumont	183	8	4	0,59
H	Micro	Jan-20	Macadamia	Beaumont	Beaumont	166	8	4	0,53
I	Micro	Oct-19	Macadamia	Beaumont	Beaumont	503	8	4	1,61
J	Micro	Nov-19	Macadamia	Beaumont	Beaumont	387	8	4	1,24
K	Micro	Dec-19	Macadamia	Beaumont	Beaumont	295	8	4	0,94
L	Micro	Jan-20	Macadamia	Beaumont	Beaumont	260	8	4	0,83
M	Micro	May-16	Lemon	Eureka	Colonol	440	6	2,5	0,66
N	Micro	Jan-20	Macadamia	Beaumont	Beaumont	123	8	4	0,39
O	Micro	Jan-20	Macadamia	Beaumont	Beaumont	250	8	4	0,80
P	Micro	Jan-20	Macadamia	Beaumont	Beaumont	304	8	4	0,97
Q	Micro	Jan-20	Macadamia	Beaumont	Beaumont	322	8	4	1,03
R	Micro	May-16	Lemon	Eureka	Colonol	445	6	2,5	0,67
S	Micro	May-16	Lemon	Eureka	Colonol	426	6	2,5	0,64
T	Micro	May-16	Lemon	Eureka	Colonol	470	6	2,5	0,71
U	Micro	May-16	Lemon	Eureka	Colonol	878	6	2,5	1,32
V	Micro	May-16	Lemon	Eureka	Colonol	729	6	2,5	1,09
W	Micro	May-16	Lemon	Eureka	Colonol	1 105	6	2,5	1,66
X1	Micro	May-25	Mandarins	Nadorcott 1	C35	985	6	2,5	1,48
X2	Micro	May-16	Mandarins	Nadorcott 1	Rough Lemon	1 614	6	2,5	2,42
X3	Micro	May-25	Mandarins	Nadorcott 1	C35	1 140	6	2,5	1,71
AA	Micro	Jan-20	Macadamia	Beaumont	Beaumont	400	8	4	1,28
AB	Micro	Jan-20	Macadamia	Beaumont	Beaumont	223	8	4	0,71
AC	Micro	Jan-20	Macadamia	Beaumont	Beaumont	288	8	4	0,92
AD	Micro	Jan-20	Macadamia	Beaumont	Beaumont	404	8	4	1,29
AE	Micro	Jan-20	Macadamia	Beaumont	Beaumont	445	8	4	1,42
						14 295			31.75

Orchards – PORTION 5

Orchard /Block	Irrigation design	Plant. date	Current crop	Cultivar	Rootstock	Number of trees	Spacing _ m x _ m		Area (ha)
A	Micro	Sep-20	Macadamia	A4	A4	412	8	2,5	0,82
B	Micro	Sep-20	Macadamia	A4	A4	372	8	2,5	2,74
C	Micro	Sep-20	Macadamia	Beaumont	Beaumont	1 153	8	2,5	2,31
D	Micro	Sep-20	Macadamia	Beaumont	Beaumont	1 943	8	2,5	3,89
E	Micro	Sep-20	Macadamia	A4	A4	2 587	8	2,5	5,17
F	Micro	Sep-20	Macadamia	Beaumont	Beaumont	768	8	2,5	1,54
						8 235			16.47

Portion 8



Portion 5



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



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

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

Improvements:

- Warehouse – 500 m²
- Lovely Entertainment area (big lapa that can easily be renovated into a beautiful farmhouse)
- Staff Quarters and ablutions.

Equipment included in the sale by negotiation:

- 2 John Deere Tractors
- Euger Attachment
- Slasher



5. PROPERTY IMAGES







6. AERIAL



7. CHIEF SURVEYOR GENERAL

GRONDSVERDELINGSKAART
Art. 24 (b), Wet No. 9 van 1927.

L.G. Nr. A. 3868/54

Goedgekeur

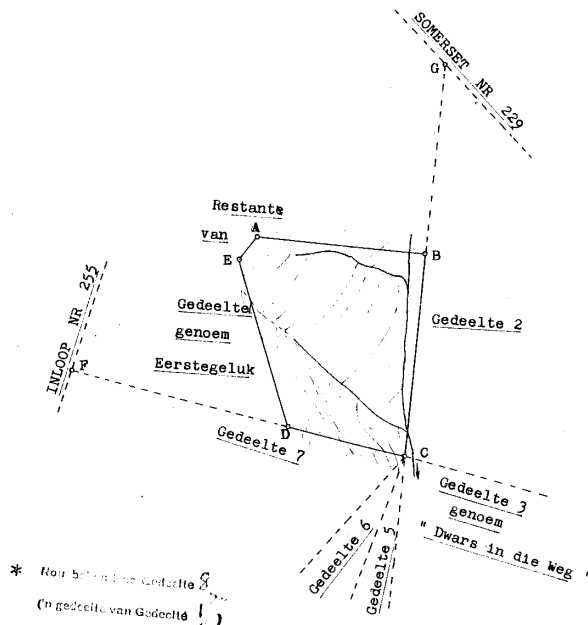
Beskrywing van Bakens

P. B. Smith
Landmeter-generaal 10-8-1954

A B D E...18" X 1/2" Ysterpenne onder
klipstapels
C.....1/2" Pyp onder klipstapel
F.....1/2" Ysterpen onder klipstapel
G.....1/2" Pyp onder klipstapel

SYE	RIGTINGS- HOEKE	Y	KO-ORDINATE	X
Kaapse Voet.		Stelsel	Lo 31°	
AB	2247.8	Konstante	± 0.0	+8950000.0
BC	2722.9		A + 53469.2	+ 74357.2
CD	1592.7		B + 51232.4	+ 74579.2
DE	2315.6		C + 51534.4	+ 77285.3
EA	393.6		D + 53075.0	+ 76881.3
			E + 53722.8	+ 74658.2
DF	2990.3	Konneksies	F + 55967.6	+ 76122.7
BG	2508.5		G + 50954.2	+ 72086.2

W N



Tans geregistreer onder :
Now registered under :
No. 553
REGISTRASIE AFDELING JT
REGISTRATION DIVISION JT

Skaal, 1:15,000

Die figuur A B C D E A *

stel voor

61.3900 Morge grond, synde Gedeelte 8 (in gedeelte van Gedeelte 1 genoem Eerstegeluk) van die plaas

BOSCHFONTEIN NR 284

geleë in die DISTRIK Barberton

PROVINSIE TRANSVAAL

Gemeet in Mei en Junie 1954 deur my

L. Maxwell
Landmeter.

Hierdie kaart is geheg aan Akte van
Nr. 7060/55 gedateer
ten gunste van

Die oorspronklike kaart is Nr. A. 400/45
geheg aan Transportakke
Nr. 17188/1946

L.G. Lker Nr. 11444/18304/54
Meestukke Nr. 1164/54
Kompilasie Nr. JT-6-D
Suiderbreedte
Osterlengte

Registrateur van Aktes.

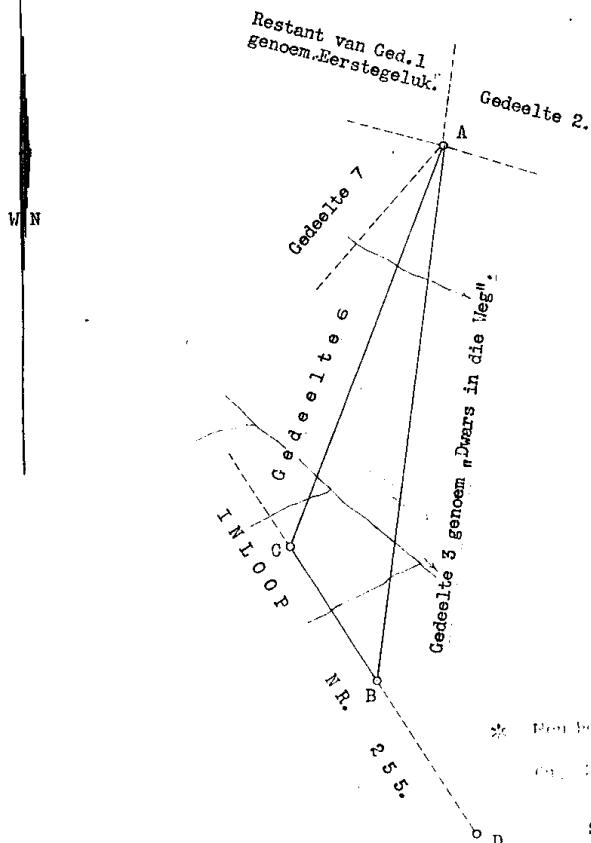
Vorm 448/Transvaal R.L. Eason & Kie, Bpk. Johannesburg-042059.6.50
Gedruk en uitgegee met magtiging L.G. Transvaal.

LG. KANTOOR KOPIE

L.G. Nr. A. 7289/53

Goedgekeur

Landmeter-generaal.
1953



SYE Kaapse Voet.		RIGTINGS- HOEKE	Y stelsel 10 51°	KO-ORDINATE X
AB		5228.8	Constante	0.0
BC		1544.2	6.21.44	+ 895000.0
CA		4164.6	146.25.10	+ 77285.4
BD		3075.2	200.08.00	+ 82482.0
			Konstante	+ 81195.5
			326.25.10	+ 85044.0
			D	

- Beskrywing van bekens -

A B ... 1/2" Ysterpen onder klipstapel.

C ... 18" x 1/2" Ysterpen onder klipstapel.

D ... Stuk yster onder klipstapel.

Toneel geskied onder :
Now registered under :
No. 553
REGISTRARIE AFD. LING
REGISTRATION DIVISION

Die figuur A B C

30-0000

Morge grond synde Gedeelte 5 (in gedeelte van Gedeelte 1 genoem Eerstegeluk)

stel voor

van die plaas

BOSCHFONTEIN N.R. 284.

geleë in die DISTRIK Barberton

Gemeet in Oktober en November 1951 en
September 1953. deur my

PROVINSIE TRANSVAAL

P. van Buren.
Landmeter.

Hierdie kaart is geheg aan Akte van

Nr. gedateer

ten gunste van

Registrateur van Aktes.

Die oorspronklike kaart is Nr. A400/45.

geheg aan Transportakte

Nr. 17188/1946

L.G. Lëer Nr. 11444/1/5488/53

Meetstukke Nr. 225053

Kompilasie Nr. JT-6-D

8. MAP



GPS Co-Ordinates 25°40'58.9"S 30°49'54.8"E
-25.683015, 30.831887

9. WATER RIGHTS CERTIFICATE

Suite 801, 8th Floor
The MAXSA Building
13 Streak Street
Mbombela

Private Bag X11214
Mbombela
1200

Tel 013 753 9000
Fax 013 753 2786



INKOMATI-USUTHU
CATCHMENT MANAGEMENT AGENCY

Enquiries: Verification Office
Reference: 553JT/8 - 27/2/1/X23D/006
E-mail: verification@iucma.co.za
Tel: 013 753 9000

By Email - p@pmagroup.co.za

MABOTA INV PTY LTD
PO BOX 72798
LYNWOOD RIDGE
PRETORIA
0040

LAWFUL WATER USE CERTIFICATE

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) IN THE FORMER INKOMATI WATER MANAGEMENT AREA, WITHIN THE INKOMATI-USUTHU WATER MANAGEMENT AREA: BOSCHFONTEIN 553, JT, PORTION 8, SIZE 52.5825 ha

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: Water & Sanitation, in terms of Section 35(4) of the National Water Act, 1998 (Act 36 of 1998) ["the Act"] as follows:

Type of water use	Extent and lawfulness of water use(s)	
	Volume (m ³ /annum)	Source (ha)
Taking of water for irrigation purposes	68640	Dam
Taking of water for non-irrigation purposes		
Storing of water	64000	
Stream Flow Reduction Activity (Afforestation)		(0)

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 license replaces it.

No water use in excess of the "determined water use(s)" as set out herein may be used on this property.

Ms TP Nyakane-Mafuka (Chairperson) | Mr MS Mthembu (Deputy Chairperson) | Mr M Gangazhe | Dr TM Kelly | Adv MB Shabangu
 Ms LM Sikhakhane | Mr PA Tshabangu | Ms SD Wiggins | Ms LC Zulu | Dr TK Gyedu-Ababio (Ex-Officio)

SUIDKAAPPRIVIER BESPROEIINGSRAAD
SUIDKAAP RIVER IRRIGATION BOARD

Judge street 12
Posbus / P O Box 451
BARBERTON 1300

Tel. (013) 712 4200
E-Mail: water@roseinnes.co.za

INLYSTINGSERTIFIKAAT

DATUM: 22 JUNE 2020
GEREGISTREERDE EIENAAR: MABOTA INV PTY LTD

Hierdie sertifikaat gee slegs u inlysting in terme van die ou Waterwet.

BESKRYWING VAN EIENDOM	GROTE VAN EIENDOM	INLYSTING
Boschfontein JT 553 PORTION 5	25.696 hektaar	5 ha x 6600m ³ = 33 000m ³
TOTALE INLYSTING		5 ha x 6600m ³ = 33 000m ³

Ontrekkings punt informasie: **GPS:** GEEN
Motor: GEEN
Pomp: GEEN

Die uwe



Maré Le Roux
Senior Water Control Officer
Kaap River Valley Major Irrigation Board

10. COPY OF TITLE DEED

A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCERS USE:

(a) Gelyktydiges met ander registrasie kantoore / dealitels: Simults with other registries / Sectional title:

Kode Code	FIRMA / FIRM	EIENDOM / PROPERTY	KANTOOR / OFFICE
1			
2			
3			
4			

(b) Klient afskrifte van aktes permanent in Akte-kantoor gelasseer: Client copies of deed filed permanently in Deeds Office:

Aard en nommer van akte Nature and number of deed	Kode Code	Parawe van ondersoekers Initials of examiners

(c) Notes / Notes

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

	OPMERKINGS REMARKS	PARAAF INITIALS
Intekende nagesien deur Intekende checked by	(1) Dorp goedkeuring (geproklemmer) Township approved (proclaimed)	
	(2) Begliffingsplanne Endowment arven	
	(3) Begliffing Endowment	
Datum: Date:	(4) Voornames Convolutions	
	(5) Mikro Micro	
Intekende nagesien deur Intekende checked by	(6) Algemene plan General plan	
	(7) Tiel akte Title deed	
	(8) Verbands leen dopstiel Bonds against township title	
Datum: Date:	(9) Datum nagesien Date checked	
Kantoor instruksies / Office instructions:		
Seksie / Section:		

DU TOIT-SMITS & MATHEWS PHOS
Attorneys - Prokureurs - Bogwagters

MUST BE HANDED IN FOR REGISTRATION BY
UITVOERING - EXECUTION

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:
(a) Datum van inligging / Date of lodgement

LODGED
2019-02-11
DEEDS OFFICE

2019-02-21

MPUMALANGA DEEDS OFFICE

870 9209/2019

Rec: 09/04/2019

Ondersoekers / Examiners	Kamers Rooms	Skakeling / Linking	Verwerp / Reject	Passer Pass
1 Mphahlele	202			
2 Mphahlele	209	2 2		
3				

B. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCERS USE:
Aard van Akte by: Transport, Verband, ens. Nature of Deed e.g. Transfer, Bond, etc.

Transfer

T 000001435 / 2019

View Nr. / Ref. No.	Skakeling / Linking
R02810001 / N08	2 2

GELYKTYDIGES / SIMULTS

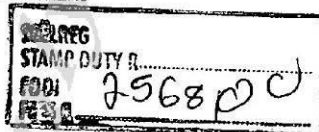
Kode Code	Name van Party / Names of Parties	Firma Nr. / Nr. in Firm No. / inst / house	Tal / Aans. binne / within
1	YA Reg 68(1)		
2	T Rensco Jnr / Mphahlele	6 2	2019-02-15
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

REGISTRASIE VERSOEK DEUR: REGISTRATION REQUESTED BY:

HENDRIK BELTASTER LOUWRENS ROOS

110010445277

DU TOIT - SMUTS & PARTNERS
Law Chambers
Van Niekerk Street
Nelspruit
1200
Docex 16 Nelspruit



Prepared by me,

CONVEYANCER
HENDRIK BELTASTER
LODEWIEKUS ROOS

T 000001435 / 2019

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT HENDRIK BELTASTER LODEWIEKUS ROOS

appeared before me, REGISTRAR OF DEEDS MPUMALANGA at Nelspruit, he/she,
the said Appearer, being duly authorised thereto by a Power of Attorney granted to
him/her by

RONSCO INVESTMENTS CC
Registration Number 2004/080465/23

dated 17 January 2019
and signed at Nelspruit

DU TOIT - SMUTS & PARTNERS

LegalSuite (Version 4.4877)
DeedOfTransferConventional.doc

AND the said Appearer declared that his/her principal had on **7 December 2018** truly and legally sold by Private Treaty and that he/she, the said Appearer in his/her capacity aforesaid, did, by these presents cede and transfer to and on behalf of:

MABOTA INVESTMENTS PROPRIETARY LIMITED
Registration Number 2000/002249/07

its successors in title or assigns in full and free property:

PORTION 8 (A PORTION OF PORTION 1) OF THE FARM BOSCHFONTEIN 553
REGISTRATION DIVISION J.T.,
PROVINCE OF MPUMALANGA

IN EXTENT: 52,5825 (FIFTY TWO COMMA FIVE EIGHT TWO FIVE)
HECTARES

First transferred by Deed of Transfer No. T7000/1955 with Diagram annexed thereto and Held by Deed of Transfer No. T3058/2007

SUBJECT to the following conditions:

- (a) Dat die Staat te enige tyd die reg het om die gehele eiendom of 'n gedeelte daarvan weer in besit te neem, as dit vir publieke of myndoeleindes nodig mag wees, teen betaling aan die eienaar van sodanige somme geld as vergoeding soos onderling tussen die Staat en die eienaar ooreengekom mag word, of by gebreke van sodanige ooreenkoms, as op die wyse deur die Arbitration Ordonnansie 1904 (Transvaal) voorgeskryf, by skeidsregtelike uitspraak bepaal mag word.
- (b) Dat die regte, wat die publiek en die Staat sou of hierna mag besit of geregtig mag wees te verkry ingevolge of krachtens enige Wet met betrekking tot mynstandplase, of die seek delwe, myn of ontginning van minerale, minerale produkte, edelgesteentes, edele of onedele metale op die eiendom of met betrekking tot die gebruik van water of hout daarop, nie belemmer, verminder of op enige wyse deur hierdie transport aangetas word nie.
- (c) Dat die Staat te enige tyd die reg het om op so 'n wyse en onder sulke voorwaardes as wenslik geoordeel mag word, damme en reservoirs op die eiendom te maak en om telegraaf en telefoonlyn, paaie spoorweë, watervore, pypleidings, kanale en afvoerslote op die eiendom op te rig, te maak en aan te lê, en hulle daardeur en daarvoor te lê, in die belang van die publiek of van die eienaar, huurder, okkupant, of houer van 'n mynreg op enige grond wat aan die

DU TOIT - SMUTS & PARTNERS

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DeedOfTransferConventional.doc

hierby getransporteerde eiendom grens of in die nabyheid geleë is, en om vir bogenoemde doeleindes materiaal daarvan te neem, teen betaling (tensy dit by Wet anders bepaal word) aan die eienaar van sodanige som geld, by wyse van vergoeding, vir skade wat werklik gelyk mag wees, as onderling tussen die Staat en die eienaar ooreengekom mag word, of by gebreke van sodanige ooreenkoms, as op die wyse deur die "Arbitration" Ordonnansie 1904 (Transvaal) voorgeskryf, by skeidsregterlike uitspraak bepaal mag word, met dien verstande dat die skeidsregter die verlies of die skade aan die eienaar berokken, mag verreken met die voordeel wat hy nou of later sal of kan kry as gevolg van die daarstelling van enigeen van genoemde werke".

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid Deeds.

WHEREFORE the Appearer, renouncing all the right, title and interest which the said **RONSCO INVESTMENTS CC** 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**, 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 of the property hereby transferred to be the sum of **R8 625 000,00 (EIGHT MILLION SIX HUNDRED AND TWENTY FIVE THOUSAND RANDS)** plus Commission in the amount of **R258 750.00 (Two hundred and Fifty Eight Thousand Seven Hundred and Fifty Rand)**, total consideration paid by the transferee to the transferor being the amount of **R8 883 750.00 (Eight Million Eight Hundred and Eighty Three Thousand Seven Hundred and Fifty Rand)**.

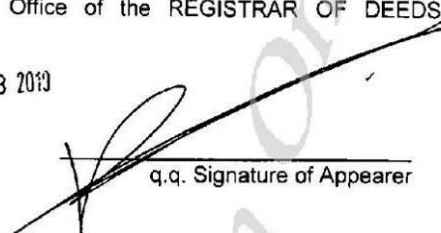
M
NF
DU TOIT - SMUTS & PARTNERS

LegalSuite (Version 4.4877)
DeedOfTransferConventional.doc

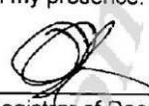
IN WITNESS WHEREOF I, the said Registrar of Deeds together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

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

18 FEB 2013


q.q. Signature of Appearer

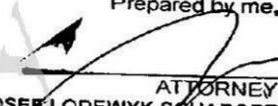
In my presence:


Registrar of Deeds

DU TOIT - SMUTS & PARTNERS

LegalSuite (Version 4.4877)
DeedOfTransferConventional.doc



Prepared by me,

 ATTORNEY
 JOSEPH LODEWYK SCHABORT

Countersigned by me,

 CONVEYANCER
 HENDRIK BELTASTER
 LODEWIEKUS ROOS

POWER OF ATTORNEY TO TRANSFER

I, the undersigned,

JACO DOS SANTOS
 DULY AUTHORISED THERETO BY A RESOLUTION OF THE MEMBERS OF
RONSCO INVESTMENTS CC
 Registration Number 2004/080465/23

do hereby nominate, constitute and appoint:

**JOHAN OOSTHUIZEN / HENDRIK BELTASTER LODEWIEKUS ROOS / JURIE
 HENDRIK GROBLER / LIZELLE DOUGLASS / BIANCA VIDETTE ESMERALDO**

with power of substitution, to be my lawful attorney and agent, in my name, place and
 stead to appear at the office of the Registrar of Deeds MPUMALANGA at Nelspruit,
 and then and there as to act as my attorney and agent and to pass transfer to:

MABOTA INVESTMENTS PROPRIETARY LIMITED
 Registration Number 2000/002249/07

of the following property, namely:

PORTION 8 (A PORTION OF PORTION 1) OF THE FARM BOSCHFONTEIN 553
 REGISTRATION DIVISION J.T.,
 PROVINCE OF MPUMALANGA

IN EXTENT: 52,5825 (FIFTY TWO COMMA FIVE EIGHT TWO FIVE) HECTARES

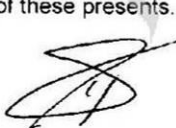
HELD BY DEED OF TRANSFER T3058/2007

sold to him by me by Private Treaty on 7 December 2018, for the sum of

**R8 625 000,00 (EIGHT MILLION SIX HUNDRED AND TWENTY FIVE THOUSAND
 RANDS) plus Commission in the amount of R258 750.00 (Two hundred and Fifty
 Eight Thousand Seven Hundred and Fifty Rand), total consideration paid by the
 transferee to the transferor being the amount of R8 883 750.00 (Eight Million
 Eight Hundred and Eighty Three Thousand Seven Hundred and Fifty Rand)**

which has been duly secured; and generally for effecting the purposes aforesaid, to do
 whatsoever shall be requisite as fully and effectually, to all intents and purposes as I
 might or could do, if personally present and acting therein; hereby ratifying, allowing
 and confirming and promising and agreeing to ratify, allow and confirm all and
 whatsoever my said Attorney and Agent or substitute, shall in my name lawfully do or
 cause to be done, by virtue of these presents.

DU TOIT - SMUTS & PARTNERS

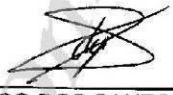
  
 LegalSuite (Version 4.4877)
 Power Of Attorney Conventional.doc

2

Signed at Nelspruit on 17 January 2019 in
the presence of the undersigned witnesses.

As Witnesses

1. 2. 



JACO DOS SANTOS
(for RONSCO INVESTMENTS CC)

DU TOIT - SMUTS & PARTNERS

LegalSuite (Version 4.487)
Power Of Attorney Conventional.doc



Transfer Duty Declaration

② NF

TDREP

Reference Details

Transfer Duty Reference Number: TDE02F80ED

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name RONSCO INVESTMENTS CO
Company / CC / Trust Reg No. 260408046523

Full Name
Marital Status

Details of Purchaser / Transferee

Full Name
Company / CC / Trust Reg No. 20000224907

Surname / Registered Name MABOTA INVESTMENTS PROPRIETARY LIMITED
Marital Notes if applicable

Details of the Property

Date of Transaction/Acquisition (CCYYMMDD) 2018-12-07
Total Fair Value R 8883750.00

Total Consideration R 8883750.00

Calculation of Duty and Penalty / Interest

Transfer Duty Payable on Natural Person R 0.00

Property Description

1 PORTION 6 (A PORTION OF PORTION 1) OF THE FARM BOSCHFONTEIN 553 REGISTRATION DIVISION J.T., PROVINCE OF MPUMALANGA IN EXTENT: 52,5825 (FIFTY TWO COMMA FIVE EIGHT TWO FIVE) HECTARES

Receipt

Receipt Details

Transfer Duty Reference Number TDE02F80ED
Receipt Amount R 0

Receipt No.

Declaration by Conveyancer / Attorney

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Please ensure you sign over the 2 lines of 'X's above

c978266d4b61b8eee867a
04e9c7cld8c8da71952

Date (CCYYMMDD) 20190114

For enquiries go to
www.sars.gov.za or call
0800 00 SARS (7277)

Civic Centre
1 Nel Street
Nelspruit
1201
South Africa



NF 32
P.O. Box 45
Nelspruit
1200
South Africa
Tel: +27 (0) 13 759-2120
Fax: +27 (0) 13 759-9132

CERT-NO: U 32032
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

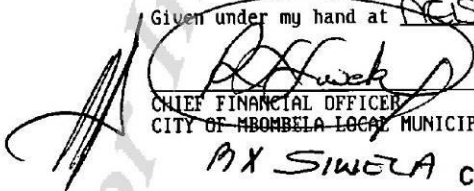
In terms of section 118 of the Local Government Municipal Systems Act, 2000 Act No. 32 of 2000, it is hereby certified that all amounts that became due to MBOMBELA LOCAL MUNICIPALITY in connection with the under mentioned property situated within that municipality for municipal fees, surcharges on fees, 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	: 00000553
Portion	: 00008
Extension	: 000
Sectional Tittle	:
EXCLUSIVE USE AREA	:
Zoning	: INDUSTRIAL 1
Suburb/Town	: BOSCHFONTEIN 553 JT
Registered owner	: ROMSCO INU CC

This certificate is valid until 2019/03/31

Given under my hand at Nelspruit, on 07/02/2019


CHIEF FINANCIAL OFFICER
CITY OF MBOMBELA LOCAL MUNICIPALITY

AX SIWELA

CITY OF MBOMBELA
LOCAL MUNICIPALITY

07 FEB 2019

CIVIC CENTRE BUILDING
1 NEL STREET, NELSPRUIT, 1201



20224

C

Civic Centre
1 Nel Street
Nelspruit
1200
South Africa



NFCA

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 FARM BOSCHFONTEIN 553-JT (SB/19/00019) DU TOIT
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 8 (A PORTION OF PORTION 1) OF THE FARM BOSCHFONTEIN 553-JT
REGISTRATION DIVISION J.T., PROVINCE MPUMALANGA

For the transfer from:
RONSCO INVESTMENTS CC.

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

CITY OF MBOMBELA



Date

Handwritten signature and initials: *NE* *Sm*

PROD DEEDS REGISTRATION SYSTEM - MPUMALANGA
PREPARED BY : DRS11838 - NKONYANE NOMULA

DATE : 20190211 TIME : 10:26:54.0 PAGE : 1

TRACK NUMBER : 118818445276

PROPERTY DETAILS PRINT FOR PORTION 8
FARM NO 553
REG DIV JT

PROVINCE MPUMALANGA
PREV DESCRIPTION PTNL-LG425/971
DIAGRAM DEED NO T7888/955
EXTENT 52,5825 H
CLEARANCE UPDINDI LOCAL MUNICIPALITY
FARM NAME BOSCHFONTEIN

NO INTERDICTS

DOCUMENTS
INFO FROM PRETORIA DEEDS REGIS
JT, 553, 8
PLAN AK18471

HOLDER

AMOUNT

O/P/A SCAN/MICRO REF MDD
1988018187233 8638

OWNER DETAILS

FULL NAME & SHARE
RONSCO INV CC

PURCH DATE AMOUNT/REASON O/P/A IDENTITY TITLE DEED MDD MICROFILM REF
20060828 R950000.00 200488846523 T3858/2807 0199 20158782143615

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

** 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 ***

For Info

KE E: /XARRA /KE

A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:

Notes/Notes:

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

Interdikte nagesien deur Interdicts checked by	Opmerkinge Remarks	Parasif Initials
(1) Con goordpseur (geproklameer) Township approved (proclaimed)		
(2) Beglydingse Endowment even		
(3) Beglyding Endowment		
(4) Voorwaarde Conditions		
(5) Mikro Micro		
(6) Algemene plan General plan		
(7) Teel akte Title deed		
(8) Verbands leen dokument Bonds against township's title		
(9) Datum nagesien Date checked		

Datum: _____

Interdikte nagesien deur
Interdicts checked by

Datum: _____

Kantoor instruksies/Office instructions:

Sessie/Session: DATA PURGE VA 6/7/2021

MAHATLA

103

Tel: (013) 712 4200

MPU 103

Kort beskrywing van eiendom (slegs para. 1 in Akte) / Brief description of property (only para. 1 in Deed)

Portion of Section 1 of the Farm Beshgoben 552 B.T.

UITVOERING - EXECUTION

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

(a) Datum van indiening
Date of lodgement

MUST BE HANDLED IN FOR LODGING

2020-06-17

MPHATLANGA DEEDS OFFICE

07/02/2021

12.11.2020

Onderseker/Examined	Kamers Rooms	Sekelring/Linking	Verskei Reel	Passer Pass
1. S. Mhlek	103	2	1	
2. M. F. SHONGWE	209			
3.				

**B. (a) VIR AKTEBESORGER'S SE GEBRUIK
FOR CONVEYANCER'S USE:**

Vorm No. / Ref. No.

8736

2-1

700003735 / 202103

GELYKTYDIGES / SIMULS

Kode Code	Naam van Party/parties of Parties	Firma No. Firm No.	Wit serial	Titel/Title and, Block Title set, with
1	T. Gray / Mahoba Investment	103	1	The Deed with nr 2 in batch
2	bc Gray / FNB	1	2	
3	bc			
4				
5				
6				
7				
8				
9				
10				

DEEDS RECEIVED

2020-06-17

AT PINK SECTION DEEDS OFFICE

18 JUN 2019

DEEDS OFFICE

FINAL BOOK

Adv. N.T. Tlou

**(b) GELYKTYDIGES MET ANDER REGISTRASIE KANTORE/DEELTITELS:
SIMULS WITH OTHER REGISTRIES/SECTIONAL TITLES:**

Kode Code	Firma Firm	Eiendom Property	Kantoor Office
1			
2			
3			
4			

Registrasie versoek deur / Registration requested by:

WAL/UNDATED: **CRÉDIOUS KOENA-NONG**

2019-05-18

110010364089

103

ROSE INNES DU PREEZ
12 JUDGE STREET
BARBERTON

Prepared by me



CONVEYANCER
RONEL OELOFSEN

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

FREDIOUS KOENA NONG

T 000003735 / 2020

appeared before me, REGISTRAR OF DEEDS MPUMALANGA, at NELSPRUIT,
he/she the said Appearer being duly authorised thereto by a Power of Attorney
signed at BARBERTON on 6 March 2020 and granted to him/her by

FRANS THOMAS GREY
Identity Number 810506 5046 087
Married out of community of property

And the Appearer declared that his/her said principal had truly and legally sold on
10 February 2020 and that he/she, the said Appearer, in his/her capacity aforesaid,
did, by these presents, cede and transfer to and on behalf of

MABOTA INVESTMENTS (PTY) LTD
Registration Number: 2000/002249/07

its Successors in Title or assigns, in full and free property

PORTION 5 (A PORTION OF PORTION 1) OF THE FARM
BOSCHFONTEIN 553;
REGISTRATION DIVISION JT,
PROVINCE OF MPUMALANGA

MEASURING 25,6960 (TWENTY FIVE COMMA SIX NINE SIX ZERO)
Hectares

FIRST TRANSFERRED by Deed of Transfer Number T8958/1954 with
Plan relating thereto and held by Deed of Transfer Number T15546/2018

ONDERWORPE AAN DIE VOLGENDE VOORWAARDES:

1. DAT die Staat te eniger tyd die reg het om die hele eiendom of 'n gedeelte daarvan weer in besit te neem, as dit vir die publiek of myndoeneindes nodig mag wees, teen betaling aan die eienaar van sodanige som geld, as vergoeding, soos onderling tussen die Staat en die eienaar ooreengekom mag word, of by gebreke aan sodanige ooreenkoms, as op die wyse deur die "Arbitration" Ordonnansie 1904 (Transvaal) voorgeskryf, by skeidsregtelike uitspraak bepaal mag word.

2. DAT die Staat te eniger tyd die reg het om op so 'n wyse en onder sulke voorwaardes as wenslik geoordeel mag word, damme en reservoirs op die eiendom te maak en om telegraaf- en telefoonlyne, paaie, spoorweë, watervore, pypleidings, kanale en afvoerslote op die eiendom op te rig, te maak en aan te lê en hulle daardeur en daaroor te lei in die belang van die publiek of van die eienaar, huurder, okkupant of houer van 'n mynreg op enige grond wat aan die hierby getransporteerde eiendom grens, of in die nabyheid daarvan geleë is, en om vir bogenoemde doeleindes materiaal daarvan te neem, teen betaling (tensy dit by Wet anders bepaal word) aan die eienaar van sodanige som geld, by wyse van vergoeding vir skade wat werklik gely mag wees, as onderling tussen die Staat en die eienaar ooreengekom mag word, of by gebreke aan sodanige ooreenkoms, as op die wyse deur die "Arbitration" Ordonnansie 1904 (Transvaal) voorgeskryf mag, met dien verstande dat die Skeidsregter die verlies of die skade aan die eienaar berokken, mag verreken met die voordeel wat hy nou of later sal kan kry as gevolg van die daarstelling van enigeen van genoemde werke.

AND FURTHER 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

FRANS THOMAS GREY, 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

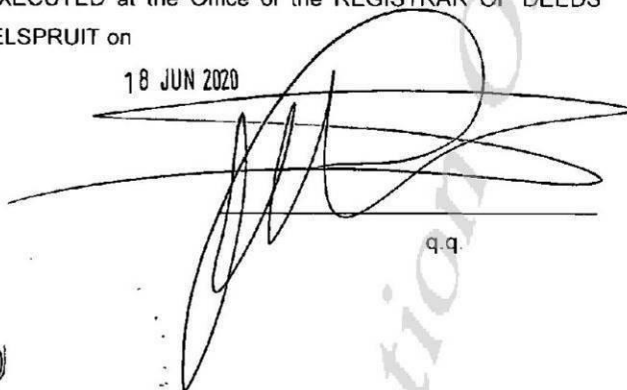
MABOTA INVESTMENTS (PTY) LTD
Registration Number: 2000/002249/07

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 R1 900 000,00 (ONE MILLION NINE HUNDRED THOUSAND 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

18 JUN 2020



q.q.

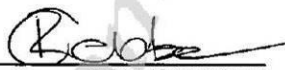
In my presence



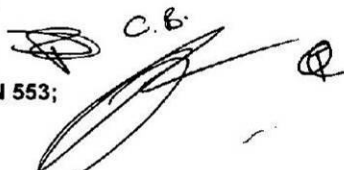
REGISTRAR OF DEEDS MPUMALANGA

103ROSE INNES DU PREEZ
12 JUDGE STREET
BARBERTON1 - 7
J O N F

Prepared by me


CONVEYANCER
RONEL OELOFSEN**POWER OF ATTORNEY TO PASS TRANSFER**

I, the undersigned

FRANS THOMAS GREY
Identity Number 810506 5046 087
Married out of community of propertydo hereby nominate, constitute and appoint RONEL OELOFSEN and/or JAN
CHRISTIAAN KRIEK and/or FREDIOUS KOENA NONGwith 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 10 February 2020 sell to:-**MABOTA INVESTMENTS (PTY) LTD**
Registration Number: 2000/002249/07for the sum of R1 900 000,00 (One Million Nine Hundred Thousand Rand) the
below mentioned property, namely-(a portion of portion 1)
PORTION 5 OF THE FARM BOSCHFONTEIN 553;
REGISTRATION DIVISION JT,
PROVINCE OF MPUMALANGA**MEASURING 25,6960 (TWENTY FIVE COMMA SIX NINE SIX ZERO)**
Hectares**HELD BY Deed of Transfer Number T15546/2018**

Lexis® Convey 17.2.3.1

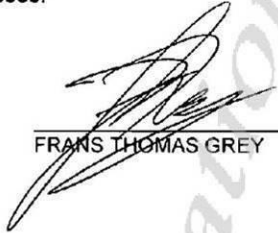
and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, to promise to free and warrant the said property and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents; 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 BARBERTON on 6 March 2020
in the presence of the undersigned witnesses.

AS WITNESSES :

1.  _____

2. C. Blomini _____

 _____
FRANS THOMAS GREY

Rose-Innes du Preez
Inc

103 SARS

013 712 4200
082 451 6334

**Transfer Duty
Declaration**

TDREP

[Reference Details]

Transfer Duty Reference Number: TDE039AACB

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name GREY
ID Number 8105065045087
Company / CC / Trust Reg No.
Marital Notes if applicable South Africa

Full Name FRANS THOMAS
Date of Birth (CCYYMMDD) 1981-05-06
Marital Status M.O.C OF PROPERTY
Spouse Initials

Details of Purchaser / Transferee

Full Name MABOTA INVESTMENTS (PTY) LTD
Company / CC / Trust Reg No. :20000224907

Surname / Registered Name MABOTA INVESTMENTS (PTY) LTD
Marital Notes if applicable

Details of the Property

Date of Transaction/Acquisition (CCYYMMDD) 2020-02-10
Total Fair Value R 1900000.00

Total Consideration R 1900000.00

Calculation of Duty and Penalty / Interest

Transfer Duty Payable on Natural Person R 1900000.00

Property Description

1 PORTION 5 (a portion of portion 1) OF THE FARM BOSCHFONTEIN 553; REGISTRATION DIVISION JT, PROVINCE OF MPUMALANGA MEASURING 25.6960 (TWENTY FIVE COMMA SIX NINE SIX ZERO) Hectares

Receipt

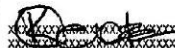
Receipt Details

Transfer Duty Reference Number TDE039AACB
Receipt Amount R 52500.00

Receipt No. 1200732358

Declaration by Conveyancer/Attorney

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.



Please ensure you sign over the 2 lines of 'X's above

f1914b66a2c8826558a569
d06d772559b306911

Date (CCYYMMDD) 20200526

For enquiries go to
www.sars.gov.za or call
0800 00 SARS (7277)



NF
③

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

CERT-NO: U 30000

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	: 00000553
Portion	: 00005
Extension	: 000
Sectional Title	:
EXCLUSIVE USE AREA	:
Zoning	: AGRICULTURE
Suburb/Town	: BOSCHFONTEIN 553 JU

Registered owner : GREY FT

This certificate is valid until 2020/05/31

Given under my hand at Nelspruit on 13/05/2020

[Signature]

CHIEF FINANCIAL OFFICER
CITY OF MBOMBELA LOCAL MUNICIPALITY

CITY OF MBOMBELA
LOCAL MUNICIPALITY

13 MAY 2020

FINANCIAL-MANAGEMENT



23270



2f
(A)

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 BOSCHFONTEIN 553-JT (SB/20/00398) ROSE-INNES
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 5 OF THE FARM BOSCHFONTEIN 553-JT.
REGISTRATION DIVISION J.T., PROVINCE MPUMALANGA

For the transfer from:
GREY THOMAS FRANS.

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

CITY OF MBOMBELA



Date



NF
(5) /

CONVEYANCER CERTIFICATE

I, RONEL OELOFSEN

In my capacity as practicing Conveyancer and Attorney in Mpumalanga at Barberton,

Do hereby certify that the property description on the SPLUMA certificate as well as the Rates Clearance Certificate should be Portion 5 (a portion of portion 1) of the Farm Boschfontein 553 JT.

SIGNED AT BARBERTON on this 27th day of MAY 2020



CONVEYANCER
RONEL OELOFSEN

ROSE-INNES ATTORNEYS
12 JUDGE STREET
BARBERTON
1300

PROD DEEDS REGISTRATION SYSTEM - MPUMALANGA
PREPARED BY : DRS11947 - MPAYA THABILE

DATE : 20200610 TIME : 11:39:09.1 PAGE : 1

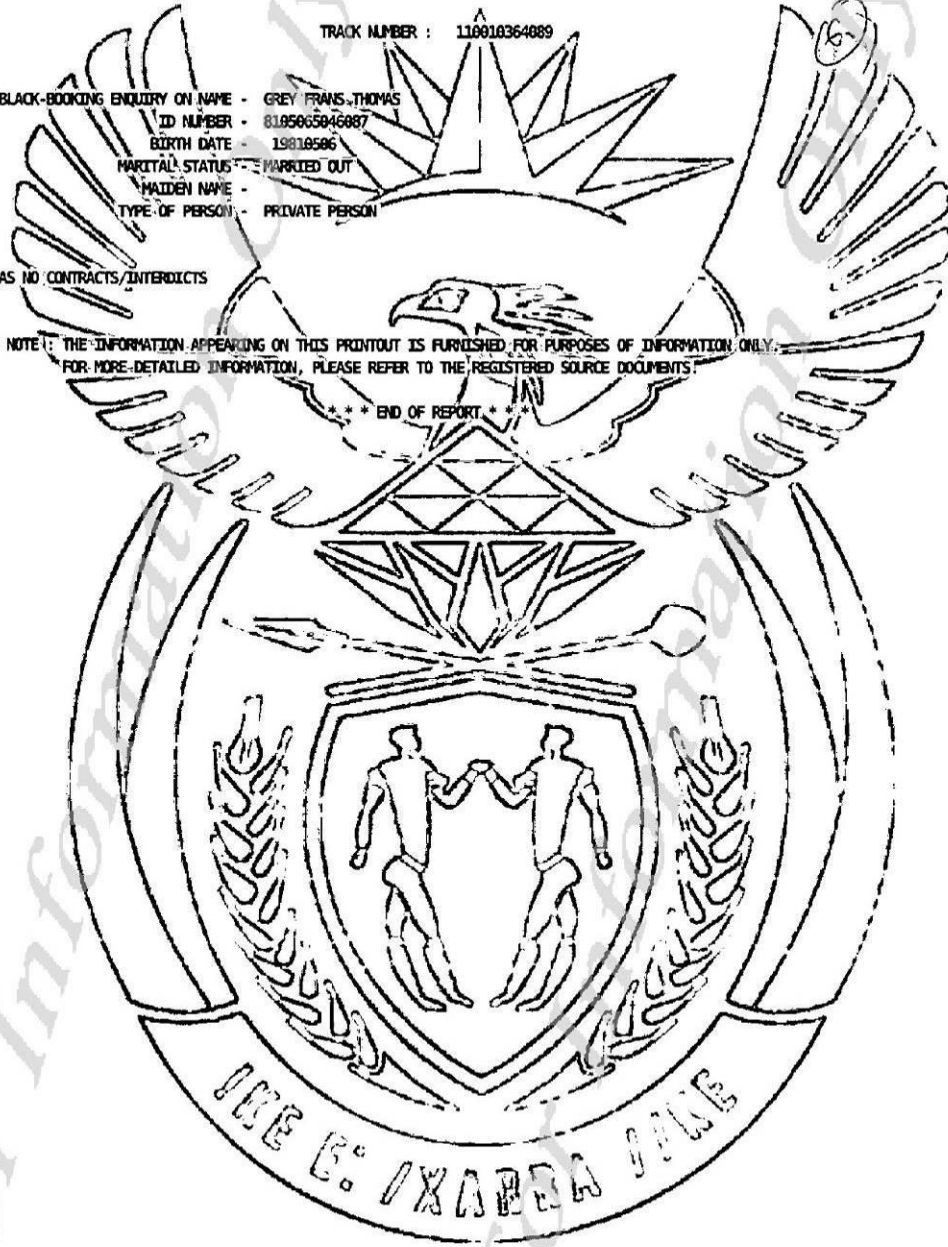
TRACK NUMBER : 110910364089

BLACK-BOOKING ENQUIRY ON NAME - GREY FRANS-THOMAS
ID NUMBER - 8105065046087
BIRTH DATE - 19810506
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 : DRS11847 - MPAYA THABILE

DATE : 20200610 TIME : 11:39:10.2 PAGE : 1

TRACK NUMBER : 110010364009

PROPERTY DETAILS PRINT FOR PORTION 5
 FARM NO 553
 REG DIV JT

PROVINCE MPUMALANGA
 PREV DESCRIPTION PTNL-LG425/971
 DIAGRAM DEED NO T8958/1954
 EXTENT 25.6960 H
 CLEARANCE UJUNDI LOCAL MUNICIPALITY
 FARM NAME BOSCHPONTEN

NO INTERDICTS

DOCUMENTS

B5810/2018
 VA8974/2001
 INFO FROM PRETORIA DEEDS REGIS
 JT, 553, 5
 PLAN AK18471

HOLDER & SHARE
 FIRSTSTRAND BANK LTD
 T11823/1984

AMOUNT
 R848000.00

O/P/A

SCAN/MICRO REF
 20181219145639
 20018181171836
 19880181072332

MMDO
 1204
 1120
 0630

OWNER DETAILS

FULL NAME & SHARE
 GREY FRANS THOMAS

PURCH DATE AMOUNT/REASON - O/P/A IDENTITY TITLE DEED
 20180223 R300000.00 8185065046087 T15546/2018

MMDO MICROFILM REF
 1204 20181219145454

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

** 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

COPY OF SG DIAGRAMS

GRONDSVERDELINGSKAART
Art. 24 (b), Wet No. 9 van 1927.

L.G. Nr. A. 3868/54

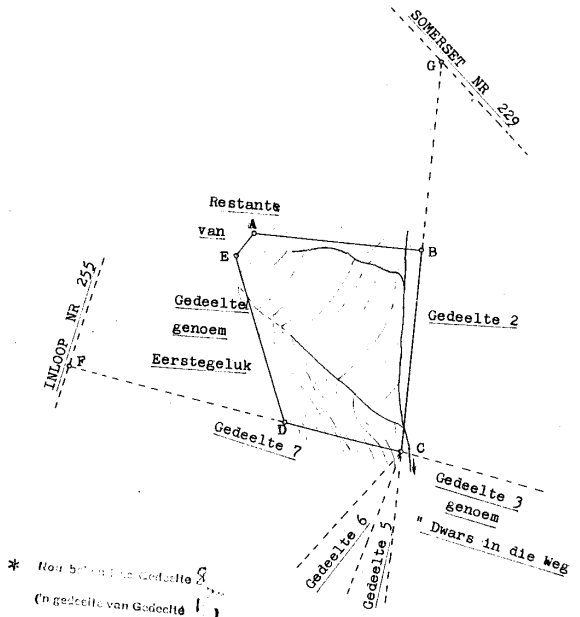
Goedgekeur

Beskrywing van Bakens

A B D E...18" X 1/2" Ysterpenne onder
klipstapels
C.....1/2" Pyp onder klipstapel
F.....1/2" Ysterpenne onder klipstapel
G.....1/2" Pyp onder klipstapel

	SYE Kaapse Voet.	RIGTINGS- HOEKE	Y KO-ORDINATE X	
			Stebel	Lo 31°
		Konstante	± 0.0	± 8950000.0
AB	2247.8	275.40.00	A + 53469.2	+ 74357.2
BC	2722.9	6.22.02	B + 51232.4	+ 74579.2
CD	1592.7	104.41.40	C + 51534.4	+ 77285.3
DE	2315.6	163.45.10	D + 53075.0	+ 76881.3
EA	393.6	220.06.50	E + 53722.8	+ 74658.2
		Konneksies		
DF	2990.3	104.41.40	F + 55967.6	+ 76122.7
EG	2508.5	186.22.02	G + 50954.2	+ 72086.2

W N



Tans geregistreer onder :
Now registered under :
No. 553
REGISTRASIE AFDELING JT
REGISTRATION DIVISION JT

Skaal, 1: 15,000

Die figuur A B C D E A *

stel voor

61.3900 Morge grond, synde Gedeelte 8 (in gedeelte van Gedeelte 1 genoem Eerstegeluk) van die plaas

BOSCHFONTEIN NR 284

geleë in die DISTRIK Barberton

PROVINSIE TRANSVAAL

Gemeet in Mei en Junie 1954 deur my

L. M. M. M.
Landmeter.

Hierdie kaart is gegee aan Akte van
Nr. 7060/55 gedateer
ten gunste van

Die oorspronklike kaart is Nr. A. 400/45
gegee aan Transportakie
Nr. 17188/1946

L.G. Lier Nr. 11444/18304/54
Meestokke Nr. 1164/54
Kompilasie Nr. JT-6-D
Suiderbreedte Oosterlengte

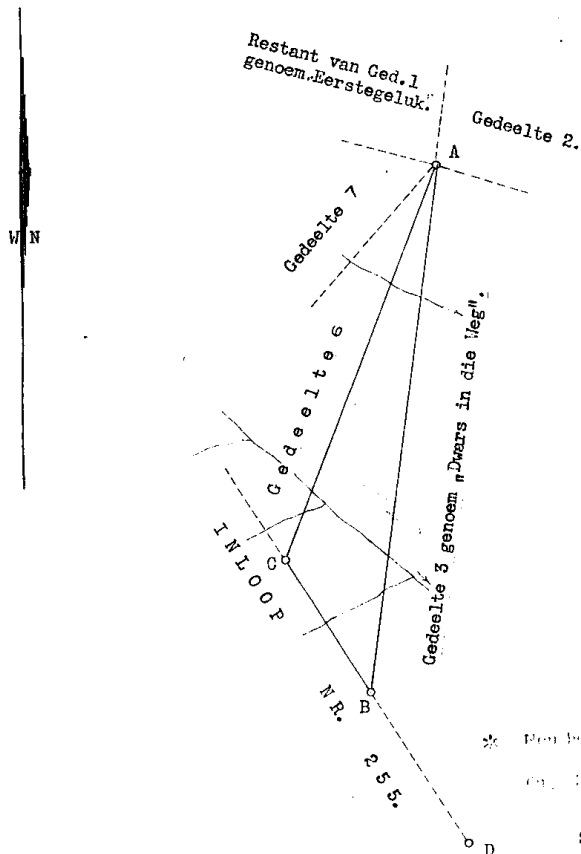
Registateur van Aktes.
Vorm 448/Transvaal R. L. Eason & Kie, Bpk. Johannesburg-042059.6.50
Gedruk en uitgegee met vergoeding L.-a. Transvaal.

L.G. KANTOOR KOPIE

L.G. Nr. A. 7289/53

Goedgekeur

W. M. van der Merwe
Landmeter-generaal.
8-1-1953



SYE Kaapse Voet.	RIGTINGS- HOEKE	Y stelsel	KO-ORDINATE Lo 51°	X
AB	5228.8	Constante	0.0	+ 895000.0
BC	1544.2	6.21.44	A. + 51534.7	+ 77285.4
CA	4164.6	146.25.10	B + 52114.1	+ 82482.0
		200.08.00	C + 52968.2	+ 81195.5
BD	3075.2	Constante	D + 50413.2	+ 85044.0
		326.25.10		

- Beskrywing van bekens -

A B ... 1/2" Ysterpen onder klipstapel.

C ... 18" x 1/2" Ysterpen onder klipstapel.

D ... 3tak yster onder klipstapel.

Transvaal onder :
Now registered under :
No. 553
REGISTRASIE AFDELING
REGISTRATION DIVISION

Die figuur A B C

30.0000

Morge grond synde Gedeelte 5 (in gedeelte van Gedeelte 1 genoem Eerstegeluk)

BOSCHFONTEIN N.R. 284.

geleë in die DISTRIK Barberton

Gemeet in Oktober en November 1951 en
September 1953. deur my

PROVINSIE TRANSCAAL
P. van der Merwe
Landmeter.

Hierdie kaart is geheg aan Akte van

Nr. gedateer

ten gunste van

Die oorspronklike kaart is Nr. A400/45.

geheg aan Transportakte

Nr. 17100/1946

L.G. Lëer Nr. 11449/17548/53
Meetstukke Nr. 225053
Kompilasie Nr. JT-6-D

Registrateur van Aktes.

Orange Series No. 448A Transvaal Afrikaans Klein 8744.9.53
Gedruk en uitgegee met magtiging L.G. Transvaal.



BidEasy
Auctioneers

Pieter Nel

084 8800 165 / pieter@bideasy.co.za