

CJ Ballan Inc  
16 Green Street  
Knysna  
6570

Prepared by me

| Fee endorsement         |                 |                         |
|-------------------------|-----------------|-------------------------|
|                         | Amount          | Office fee              |
| Purchase price/Value    | R. 8 500 000,00 | R. 3 209,00             |
| Mortgage capital Amount | R. ....         | R. ....                 |
| Reason for exemption    | Exempt i.t.o    |                         |
|                         | Cat. ....       | section. .... Act. .... |

SIGNATURE / NAME REDACTED

DATA / CAPTURE  
25-04-2022

T 000016920 / 122

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

CONVEYANCER NAME REDACTED

DATA / VERIFY  
25-04-2022

REDACTED

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by

**DANUBE ENGINEERING HOLDINGS PROPRIETARY LIMITED**  
**Registration Number 1982/009172/07**

which said Power of Attorney was signed at KNYSNA on 11 MARCH 2022.

And the appearer declared that his/her said principal had, on 22 February 2022, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**RUDI'S ROSES (SA) CC**  
**REGISTRATION NUMBER 2008//067593/23**

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

PORTION 152 OF THE FARM UITZIGT NO. 216  
IN THE MUNICIPALITY AND DIVISION OF KNYSNA  
PROVINCE OF THE WESTERN CAPE

IN EXTENT 11,1687 (ELEVEN COMMA ONE SIX EIGHT SEVEN) Hectares

FIRST REGISTERED and still held by Certificate of Consolidated Title No.  
T25106/1991 with Diagram Number 9445/1988 relating thereto.

1. As regards the figure B C x on Diagram No. 9445/1988:-
  - A. SUBJECT to the conditions referred to in Certificate of Partition Transfer No. T8082/1928.
  - B. ENTITLED to the rights granted by the special conditions (a), (b) and (c) mentioned in the said Certificate of Partition Title No. T8082/1928 which provides for a certain right of access, use of road and right of way in favours of the owners for the time being of Belvidere held by virtue of Certificate of Partition Title No. T8083/1928 in favour of the owners for the time being of the property hereby transferred. Conditions (a), (b) and (c) referred to above read follows:
    - (a) The Proprietors of Belvidere and their successors in Title shall have access to Brenton by and along the whole course of the line of road marked on the diagram of the farm annexed to the amended Grant thereof dated 30<sup>th</sup> March 1914 (the commencement and termination of the said line of road being marked P and Q respectively) and from the picnic place by the existing path (termination of the said road and the termination of the said path at the Picnic Place being marked Q and R respectively, the said road and path being similarly marked and lettered on the diagram hereto annexed).
    - (b) That if proprietors of Brenton or any of their successors in title construct a road or use a road for traffic to any point on the Knysna River below the Picnic Place, the Proprietors of Belvidere and their successors in title shall be entitled to the use thereof and if it does not connect with any line of the road mentioned in clause "a" aforesaid to a right of way from the line mentioned in clause "a" to the same.

- (c) That the proprietors of Brenton and their successors in title shall have a right of way by the line or road marked on the diagram annexed to the grant aforesaid to where it joins with the existing public road at or near Ashford (the commencement and termination of the said road over which the right of way operates being marked P and Q respectively) or which any public road to be hereafter proclaimed in lieu of the said public road or of which the public have the use in lieu thereof provided that the proprietor for the time being (i.e. the proprietor for the time being of Belvidere) may require the proprietor of Brenton for the time being to exercise such right of way by a line deviating as may from time to time mutually be agreed upon along the whole or any part of such line not more than Nine Hundred and Forty Four comma Five Eight (944,58) Metres on either side thereof.
- C. ENTITLED to the benefits of the endorsement dated 27<sup>th</sup> January 1956 on the Certificates of Registered Title Nos. T1311/1950 and T1312/1950 which conditions read as follows:
- "By Deed of Transfer No. T699/56 dated 27/1/56 portion 20 of the farm Belvidere thereby conveyed is subject to the conditions contained in Annexure hereto marked A in favour of the land held hereunder as will more fully appear on reference to the said Deed of Transfer" and which conditions read as follows:
1. ....
  2. The land shall be used purely for residential and/or agricultural purposes which use shall particularly not include the carry of an Hotel, Boarding House, Restaurant or used for any trading or business purposes whatsoever.
  3. The aforesaid condition 2 constitutes a reservation solely for the benefit of the transferors and their Successors who shall at all times at their sole discretion have the power to, at their own free will and election, and on such conditions as they may deem meet, modify, amend or alter the same at twill the consent of the Transferee, it being clearly understood that the like or similar condition (as in Clause 2 herein contained) in any other Agreement or deed in respect of any other land now or later sold in or about the remaining Extent of Brenton aforesaid, shall likewise be deemed to be solely for the benefit of the transferors and the transferee shall have no claim or action against any transferor or transferee of land by reason that any alteration or amendment of the Clause 2 herein contained has been altered or amended by virtue of this reservation in favour of and for the benefit of the transferors.
  4. Any future buildings which may be built on the said land shall be set at least 9,45 metres away form the road or street or boundary fence and the sale shall further be subject to the approval of all plans and specifications by the transferors of any buildings to be erected on the said land, such plans and specifications to be submitted to the transferors prior to the erection of any buildings for the approval of the transferors.
  5. The Transferee shall fence the said land to the satisfaction of the transferors within six months after transfer has been registered in his name, if called upon by anyone of the transferors to do so.
  6. The Transferors reserve to themselves, their Successors and assigns the right at any time hereafter to the free and undisturbed passage of wires for electric light, telephones, or power over and under any portion of the said land, with further right of causing them to be affixed to any building or rection, with access at any time to the said wires for the purposes of maintenance and removal. No compensation shall be payable to the Transferors.

7. The Transferors reserve to themselves, their successors and Assigns the right at any time hereafter to lay and maintain waterpiping under the said land, and at all times access to the said piping for removal, maintenance, extension, etc. No compensation shall be payable by the Transferors.
  8. The Transferors reserve themselves, their Successors and Assigns the right to construct sewers or drains over and under the above property and shall have reasonable access thereto, for the purposes of maintenance, removal or extension and the transferee and his Successors shall be obliged to allow the drainage or sewerage of any road or street to be conveyed over the property if deemed necessary by the Transferors.
  9. The Transferee agrees to allow a 4,72 metre wide foot and bridle passage as near as possible and as convenient as possible to the High Water Mark accross his frontage on the lagoon, for the use and benefit of any landholder, now and in future of the original Remaining Extent of the farm Brenton. The Transferee undertakes if and when required, engage upon and enter into and sign any documents and deeds and other papers calculated to give full effect thereto.
- D. SUBJECT to the following conditions in the said Deed of Transfer No. T23500/1968 imposed by D G Brink and A C Strydom for the benefit of themselves and their successors in title or successors as the owner of the remainder of the portion call Brenton (Measuring 9,0969 Hectares) held by the said Certificates of Registered Title Nos. T1311/1950 and T1312/1950:

1. "The property to be transferred by virtue hereof shall be used purely for residential and/or agricultural purposes, which use shall particularly not include the carrying on of an hotel, boarding house, restaurant or any trading or business purposes whatsoever

The aforesaid condition constitutes a reservation solely of the benefit of the Transferors and their successors or assigns who shall at all times at their sole discretion have the power to, at their own free will and election, and on such conditions as they may deem meet, modify, amend or after the same at will with the consent of the transferee; it being clearly understood that the like or similar condition in any other agreement or deed in respect of any other land now or later sold in or about the remaining extent of Brenton aforesaid, shall likewise be deemed to be solely for the benefit of the Transferors and their successors or assigns and the Transferee shall have no claim or action against any Seller or Purchaser of land by reason that any alteration or amendment of the above clause has been altered or amended by virtue of this reservation in favour of and for the benefit of the Transferors or their successors or assigns.

2. ....
3. Any building which may be erected upon the said land to be transferred by virtue hereof, shall be set at least 9,45 metres away form the road or street or boundary fence and shall further be subject to the approval of all plans and specification of any buildings erected on the said Lot, such plans and specifications to be submitted to the Transferors if necessary prior to any erection of any building, for their approval.
4. The Transferee shall fence the property to be transferred by virtue hereof to the satisfaction of the Transferors within a reasonable time.

5. Subject to any law, the Transferors reserve to themselves, their successors and assigns, the right at any time hereafter to the free and undisturbed passage of wires for electric light, telephones or power over and under any portion of the said property to be transferred by virtue hereof, with further right of causing them to be affixed to any building or erection with access at any time to the said wires for the purposes of maintenance and removal.
  6. The Transferors reserve to themselves, their successors or assigns, a right at any time hereafter to lay and maintain water piping under the property and at all times access to the said piping for removal, extension etc.
  7. The Transferors and their successors or assigns shall have the right to construct sewers or drains over or under the property to be transferred by virtue hereof and shall have reasonable access thereto for the purpose of maintenance, removal or extension and the transferee and his successors shall be obliged to allow the drainage or sewerage of any road or street to be conveyed over the property if deemed necessary by the Transferors.
  8. The Transferee shall allow a reasonable foot and bridle path 4,72 metres in width as near as possible and as convenient as possible to the high water mark, across his frontage on the lagoon for the use and benefit of the Transferors."
2. As regard the figure A x D E F G H J on Diagram No. 9445/1988.
- A. SUBJECT to the conditions referred to in Deed of Transfer No. T699/1956.
- B. SUBJECT FURTHER and entitled to the benefit of the benefit of the special conditions (a), (b) and (c) contained in Deed of Partition Transfer No. T8082/1928 which makes provision for a certain right of access, use of road and a right of way in favour of the owners for the time being of BELVIDERE, held by Deed of Partition Transfer No. T8083/1928 in favour of the owners for the time being of the property held thereby.

Conditions (a), (b) and (c) referred to above, read as follows:-

- (a) The proprietors of BELVIDERE and their successors in title shall have access to Brenton by and along the whole course of the line of road marked on the diagram of the farm annexed to the amended Grant thereof dated 30<sup>th</sup> March 1914, (the commencement and termination of the said line of road being Marked P and Q respectively) and from the termination of that road to the river at or near the picnic place by the existing path (the termination of that road to the river at or near the picnic place be the existing path (the termination of the said path at the Picnic Place being marked Q and R respectively the said road and path similarly marked and lettered on the diagram hereby annexed.)
- (b) That if the Proprietors of Brenton or any of their successors in title construct a road or use a road for traffic to any point of the Knysna River below the Picnic Place, the proprietors of Belvidere and their successors in title shall be entitled to the use thereof and if it does not connect with any line or road mentioned in clause "a" aforesaid to a right of way from the line mentioned in clause "a" to the same.

- (c) That the Proprietors of Brenton and their successors in title shall have a right of way by the line or road marked on the diagram annexed to the Grant aforesaid to where it joins with the existing public road at or near Ashford (the commencement and termination of the said road over which the right of way operates being marked P and Q respectively) or with any public road or of which the public have the use in lieu thereof provided that the proprietor for the time being (i.e. the proprietors for the time being of Belvidere) may require the proprietor of Brenton for the time being to exercise such right of way by a line deviating as may from time to time mutually be agreed upon along the whole of any part of such line not more than nine hundred and forty (940) metres on either side thereof.

C. SUBJECT FURTHER to the following conditions imposed by DANIEL GEORGE BRINK and ANDRIES CORNELIS STRYDOM, in Deed of Transfer No. T699/1956 for the benefit of themselves and their successors in title as owners of the remaining portion of BELVIDERE situate in the Division of Knysna, and held accordingly to the following Title Deeds:

|                                                           |                  |
|-----------------------------------------------------------|------------------|
| Two Deeds of Transfer Nos.<br>T21572/1946 and T21573/1946 | 49,7382 Hectares |
|-----------------------------------------------------------|------------------|

|                                                                        |                 |
|------------------------------------------------------------------------|-----------------|
| Two Certificates of Registered Title Nos.<br>T1311/1950 and T1312/1950 | 9,7177 Hectares |
|------------------------------------------------------------------------|-----------------|

|                                                                   |                   |
|-------------------------------------------------------------------|-------------------|
| Two Deeds of Partition Transfer Nos.<br>T17264/1955 and T17265/55 | 111,1908 Hectares |
|-------------------------------------------------------------------|-------------------|

|                                                                       |                   |
|-----------------------------------------------------------------------|-------------------|
| Three Deeds of Partition Transfer Nos<br>T17268, T17269 and T17260/55 | 733,0507 Hectares |
|-----------------------------------------------------------------------|-------------------|

1. "....."
2. The land shall be used purely for residential and/or agricultural purposes which use shall particularly not include the carrying on of an Hotel, Boarding House, Restaurant or used for any trading or business purposes whatsoever.
3. The aforesaid condition 2 constitutes a reservation solely for the benefit of the transferors and their successors who shall at all times at their sole discretion have the power to, at their own free will and election, and on such conditions as they may deem modify, amend or alter the same at will with the consent of the Transferee, it being clearly understood that the like or similar conditions (as in clause 2 herein contained) in any other agreement or deed in respect of any other land now or later sold in or about the remaining extent of Brenton aforesaid, shall likewise be deemed to be solely for the benefit of the transferors and the transferee shall have no claim or action against any transferor or transferee of land by reason that any alteration or amendment of the clause 2 herein contained has been altered or amended by virtue of this reservation in favour of and for the benefit of the Transferors.

4. Any future building which may be built on the said land shall be set at least 9,45 metres away from the road or street or boundary fence and the sale shall further be subject to the approval of all plans and specifications by the Transferors or any buildings to be erected on the said land, such plans and specifications to be submitted to the Transferors prior to the erection of any buildings, for the approval of the Transferors.
  5. The Transferee shall fence the said land to the satisfaction of the transferors within six months after transfer has been registered in his name, if called upon by any one of the Transferors to do so.
  6. The Transferors reserve to themselves, their successors and assigns the right at any time hereafter to the free and undisturbed passage of wires for electric light, telephones or power over and under any portion of the said land with further right of causing them to be affixed to any building or erection, with access at any time to the said wires for the purposes of maintenance and removal. No compensation shall be payable to the transferors.
  7. The Transferors reserve to themselves, their successors and assigns the right at any time hereafter to lay and maintain water piping under the said land, and at all times access to the said piping for removal, maintenance, extension, etc. No compensation shall be payable by the Transferors.
  8. The Transferors reserve to themselves, their successors and assigns the right to construct sewers or drains over and under the above property and shall have reasonable access thereto for the purpose of maintenance, removal or extension and the transferee and his successors shall be obliged to allow the drainage or sewerage of any road or street to be conveyed over this property if deemed necessary by the Transferors.
  9. The transferee agrees to allow a 4,72 metre wide food and bridal path as near as possible and as convenient as possible to the High Water Mark across his frontage on the lagoon, for use and benefit of any landholder, now and in future, of the original remaining extent of the farm Brenton. The Transferee undertakes if and when required, to engage upon and enter into, and sign any documents and deeds and other papers calculated to give full effect thereto."
3. WITH REGARDS to the whole of the property:

ENTITLED to the endorsement dated 22 August 2019 on Certificate of Consolidated Title No. T25106/1991, namely:

By Notarial Deed of Right of Way Servitude K556/2019S dated 8/8/2019 the within property is entitled to a servitude right of way 15 metres wide, which servitude runs parallel with the line A B C on Diagram SG No. 688/2015 attached to Certificate of Consolidated Title T61443/2017 over

PORTION 192 OF THE FARM UITZIGT NO. 216 HELD BY T61443/2017 WITH CONDITIONS.

As will more fully appear from said Notarial Deed.

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

**DANUBE ENGINEERING HOLDINGS PROPRIETARY LIMITED**  
**Registration Number 1982/0009172/07**

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

**RUDI'S ROSES (SA) CC**  
**REGISTRATION NUMBER 2008//067593/23**

or 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 R8 500 000,00 (EIGHT MILLION FIVE HUNDRED THOUSAND RAND) .

IN WITNESS WHEREOF, I the said Registrar, together with the Appeareth r, 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 at CAPE TOWN on

20 APR 2022

SIGNATURE REDACTED

SIGNATURE REDACTED

REGISTRAR OF DEEDS