

Appendix L: Certified copy of the title deed

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

(a) Gelyktydiges met ander registrasiekantore/deeltitels: Simult with other registries /sectional titles:

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

(b) Kliënt afskrif van aktes permanent in Aktekantoor gelaas: Client copies of deed filed permanently in Deeds Office:

Aard en nommer van akte Nature and number of deed	Cover No. Omslag Nr.	Parawe van ondersoekers Initials of Examiners

(c) Notas/Notes:

BLACKBOOK
08-02-2022
PHUMELELA MNAMATA

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

	Ogmerkings Remarks	Paraaf Initials
Interdike nagesien deur Interdicts checked by	(1) Dorp goedgekeur (geproklameer) Township approved (proclaimed)	
	(2) Begintingsenwe Endowment erven	
	(3) Begintiging Endowment	
Datum Date	(4) Voorwaardes Conditions	
	(5) Mikro Micro	
Interdike nagesien deur Interdicts checked by	(6) Algemene Plan General Plan	
	(7) Titelaakte Title Deed	
Datum Date	(8) Verbands teen dorpslote Bonds against township title	
	(9) Datum nagesien Date checked	

Kantoor instruksies / Office instructions:

Seksie / Section:

Deeds Reg A/C No
CTN

SMAL & ASSOCIATES

TELEPHONE : 021 887-1200

UITVOERING - EXECUTION

1028

Akte Kant Rekl Nr.

Deeds Office Box

1509

Akte Kant Bus

Datum van indiening / Date of lodgement

Ref No. / Verw Nr.

A W / T M / A 4 T / 2

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE

Ondersoekers / Examiners	Kamers/ Rooms	Skakeling / Linking	Verwagte Reaksie	Passen/Pass
1 A. Mgqobele				
2				
3 W. BEKAMEVA	1/84			

B. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE

Consolidation

Aard van Akte / Nature of Deed

Stoney Meadows Inv II (Pty) Ltd

Stoney Meadows Inv II (Pty) Ltd

T 000005216 / 2022

Skakeling / Linking

Titelaktes, ens. binne / Title deeds, etc. within

2 2 T19284/2019 in no. 1
of the batch

GELYKTYDIGES / SIMULS

No. in stel/batch	Kode/ Code	Name van Partye / Names of Parties	Naam van Firma / Name of Firm	Firma/ Firm No.
1.	T	Stoney Meadows Inv / Stoney Meadows	Smal a Ass.	1509
2.	T	Stoney Meadows Inv / Stoney Meadows	Smal a Ass.	1509
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

HANDED IN FOR EXECUTION
08 FEB 2022
HANDED IN FOR EXECUTION

REGISTRASIE VERSOEK DEUR:

REGISTRATION REQUESTED BY:

DATUM:

DATE:

Printed by Deur (021) 848 0550



080007437129

QWB

1. make application Subject
to extend ^{LA. Mgobele} PARAS
from ^Q redw
(with full initials)
Done!

2. make 2 & 3 applies 11-0
BATCH, redw
See Notes in 111 of latch

W. LEKANEVA

03 FEB 2022

1509

Andre Olivier Attorney
Shop 54
Bosman's Crossing Square
Distillery Road
Stellenbosch
7600

Prepared by me


CONVEYANCER
ARNO WATSON
LPCM 80234

FEE

R. 371.00

T000005216 / 2022

CERTIFICATE OF CONSOLIDATED TITLE

(Issued under the provisions of Section 40 of the
Deeds Registries Act 1937 (No. 47 of 1937))

WHEREAS

STONE MEADOWS INVESTMENTS 11 (PTY) LTD
Registration Number 2018/524704/07

has applied for the issue to them of a Certificate of Consolidated Title under the provisions
of Section 40 of the Deeds Registries Act 1937;

DATA/CAPTURE
11-02-2022
YOLANDI OLIVER

GhostConvey 15.9.10.2

AND WHEREAS the said Company is the registered owner of the following immovable property, namely:-

1. **PORTION 1 OF THE FARM BENGAL NO. 1440
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE**

Held by Certificate of Registered Title No. T

000005215 / 2022 (1)

2. **REMAINDER OF PORTION 17 (RIVER HOUSE) OF THE FARM KLEIN
GUSTROUW NO. 334
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE**

Held by Deed of Transfer No. T19284/2019

which properties have been consolidated into the land hereinafter described.

NOW THEREFORE in pursuance of the provisions of the said Act, I, the REGISTRAR OF DEEDS at CAPE TOWN do hereby certify that

**STONE MEADOWS INVESTMENTS 11 (PTY) LTD
Registration Number 2018/524704/07**

Its Administrators or Assigns, is the registered owner of

**FARM NO. 1620
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE**

**IN EXTENT 15,7657 (FIFTEEN COMMA SEVEN SIX FIVE SEVEN)
HECTARES**

AS WILL MORE FULLY APPEAR from Diagram S.G. No. 1158/2021
annexed hereto

- I. As to the figure a B C m n middle of Eerste River on diagram SG No 1158/2021
- A. **SUBJECT** to the conditions referred to in Deed of Transfer No T18163/1965;
- B. **SUBJECT** to, as the case may be, BUT NOT ENTITLED TO THE BENEFIT OF, by reason for the fact that the said Portion 16 was sold without water rights as more fully hereinafter set out, the following conditions contained in Deed of Transfer Number T3369/1938, as repeated in Deed of Transfer Number T3939/1911 and as amplified in the said Deed of Transfer Number T3369/1938 namely:

"CONDITION NO. I – The land is subject to and entitled to the benefit of this condition, which reads as follows:-

"The said Mynhardus Jacobus Onkruidt Marais and his successors in title of Lot A of the said farm this day transferred to him, shall be entitled to the use of the water from the dam situate on the property hereby transferred every week, namely from sunset on Sunday night to sunset on Monday night, from sunset Tuesday night to sunset on Thursday night, and from sunset on Friday night to sunset on Saturday night, according to calendar, while from sunset on Saturday night to sunset on Sunday night the water from said dam shall run for the use of the labourers of the said Mynhardus Jacobus Onkruidt Marais, or for such other purpose as he or his successors in title may see fit to put same to.

"The said Transferee and his successors in title of the property hereby conveyed shall be entitled to the use of the water from the said Dam No. 1 during forty-eight hours in every week, namely, from sunset on Thursday night to sunset on Friday night, according to Calendar".

CONDITION NO. II – The land is subject to the condition re water mentioned in the first paragraph of the said condition, reading as follows:-

"The said Mynhardus Jacobus Onkruidt Marais and his successors in title of Lot A, shall be entitled to the use of the water from the dam on the property hereby transferred and marked Dam No. 2 on the diagram thereof, during forty-eight hours in every week, namely, from sunset on Monday night to sunset on Tuesday night, and from sunset on Thursday night to sunset on Friday night according to calendar."

The land is entitled to the following share of the water mentioned in the second paragraph of the said condition:-

"That the said Transferee and his successors in title of the land hereby transferred shall be entitled to the use of the water from Dam No. 2 situate on the land hereby transferred during the following periods in every week, namely:

From sunset on Tuesday night to sunset on Thursday night, and from sunset on Friday night to 6 o'clock on Saturday morning."

CONDITION NO. III – The said Mynhardus Jacobus Onkruidt Marais and his successors in title of the properties of this day transferred to them, shall, during their respective turn of water, be at liberty, if they so desire, to take their water during their turns either out of the dam No. 1 or the dam No. 2 as the case may be, or out of the main furrows supplying the respective dams. Either party taking water during his turn out of the main furrow supplying dam No. 1 shall allow sufficient water to fill a pipe one and a half (1 ½) inches in diameter to flow down the said main furrow to the weir or filter dam referred to in Condition V hereof for the drinking and domestic purposes only of both the parties hereto or their successors in title.

CONDITION NO. IV - The said Mynhardus Jacobus Onkruydt Marais and his successors in title of Lot A, shall be entitled to the necessary access either personally or through his or their employees to the said dams or furrows for the purpose of turning the water on or off at the beginning and end of his or their several turns, and shall also be entitled to lead the water from the said dams during such turns, and shall also be entitled to lead the water from the said dams during such turns over such portion of the property hereby transferred as same at present runs over the said Lot A. Should Mynhardus Jacobus Onkruydt Marais and his successors in title of the property this day transferred to him, elect at any turn to take his supply of water out of the main furrow supply the No. 1 in lieu of out of the said dam, he shall do so along the branch furrow marked on the diagrams of the property hereby conveyed and of the said Lot A above the homestead, or any convenient place higher up.

CONDITION V - At a convenient spot in the main furrow supplying dam No. 1, a small intake or filter dam is to be constructed at the joint expense of the said transferee and he said Mynhardus Jacobus Onkruydt Marais, which shall also be maintained at joint expense of the said parties this day transferred to them, and each party and his successors in title of the property this day transferred to him, shall be entitled, if he so desires, to lay a three-quarter (3/4) inch pipe from said weir or filter dam to convey water therefrom to his homestead for drinking and domestic purposes only. In this connection the said Mynhardus Jacobus Onkruydt Marais and his successors in title of the property this day transferred to him, shall be entitled to lay his pipes over the ground of the said transferee and his successors in title of the property hereby conveyed, and also to access for the purposes of repairs and renewal if necessary.

CONDITION VI - Save as above, all furrows and water courses supplying the said dams shall remain as at present unless both the said Mynhardus Jacobus Onkruydt Marais and the said transferee or their successors in title of the properties this day transferred to them, mutually agree to alter same.

CONDITION VII - The said Mynhardus Jacobus Onkruydt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall be responsible for the cleaning of the said dams and furrows or water-courses in equal shares, and the same shall be cleaned by them at least once in every year and more often if necessary. Should either of the said parties or his successors in title of the property this day transferred to him, fail or neglect to assist in cleaning said dams and furrows or water courses, then the other party or his successors in title of the property this day transferred to him, shall be entitled to do the whole of the needful work and charge the defaulting party with one-half the expense thereof, and if need be to recover payment of such half of the expense by action in a competent Court.

CONDITION VIII - The said Mynhardus Jacobus Onkruydt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall each be entitled to protect his own property from damage by storm or roof water, and not interfere with the natural flow or divert same in such a way as to injure the property of the other.

The roof water of the house of the said transferee and his successors in title of the property hereby transferred shall be allowed to flow as at present, or in such manner as same can conveniently be carried off, through the yard of the house of the said Mynhardus Jacobus Onkruydt Marais and his successors in title of the property this day transferred to him, without doing any damage to the said property.

CONDITION X – The said transferee and the said Mynhardus Jacobus Onkruidt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall be responsible for keeping in repair and maintaining the boundary fence between them in equal shares. Should either of the said parties or his successors in title of the property this day transferred to him, fail to do his share of keeping in repair and maintaining the said boundary fence between them, the other party or his successors in title of the property this day transferred to him, shall be entitled to do the expense thereof, and if need be to recover payment of such half of the expense in a competent Court.

The said portion 16 is further subject to the conditions referred to in the endorsement dated 17th July 1925 on the said Deed of Transfer Number 3939 dated 2nd June 1911 relating to the right of Municipality of Stellenbosch to lay certain pipes.

(The dotted line marked f g E on the said diagram SG No. 1157/2021 represents the abovementioned servitude pipeline, now indicated by the dotted line uvwxy on diagram SG No 1158/2021 annexed).

The said portion 16 is also subject to the special condition imposed by and in favour of the Transferor, the said Tielman Johannes Marais (born 3 August 1905) and contained in said Deed of Transfer Number 18163/1965, which reads as follows:-

"That the said Portion 16 (a portion of portion 2) of the farm Klein Gustrouw No. 334 is transferred without the benefit of any water rights, which water rights are reserved for the benefit of the owner of the remaining extent of the said Portion 2 of the farm Klein Gustrouw No. 334, measuring as such: 16, 7541 Morgen, held under the aforesaid deed of transfer No. 3369 dated 7 April 1938, and his successors in title."

C. SUBJECT FURTHER to as mentioned in Deed of Transfer T97851/2002, the following conditions imposed by Controlling Authority in terms of Act 21 of 1940 with approval of the subdivision of the aforesaid property namely:

- "1. Die grond mag nie verder onderverdeel of gekonsolideer word sonder die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet 21 van 1940 nie.
2. Nie meer as een woonhuis saam met sodanige buitegeboue as wat onder gewone omstandighede nodig is om in verband daarmee gebruik te word, mag sonder die skriftelike goedkeuring van die Beherende Gesag omskryf in Wet 21/1940 opgerig word nie;
3. Behalwe met die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet 21/1940 mag geen winkel of besigheidsplek van watter aard ook al op die grond geopen word of bedryf word nie;
4. Geen gebou of enige bouwerk van watter aard ook al mag op die grond of binne 'n afstand van 95 meter van die middellyn van Afdelingspad 1064 sonder die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet 21/1940 opgerig word nie;
5. Geen addisionele toegang sonder die skriftelike goedkeuring van die padowerheid ingevolge Artikel 10 van Wet 21/1940 geneem word vanuit Afdelingspad 1064."

D. By endorsement dated 17 December 2003 on Deed of Transfer Number T36547/2003 the hereinmentioned property is subject to the following servitude:

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"Kragtens Notariële Akte van Serwituut K1290/2003 gedateer 22/10/2003 is die binnegemelde eiendom geregig aan 'n serwituut van wateronttrekking, pompterrein- en pyplyn oor die Restant van Gedeelte 17 (River House) van die Plaas Klein Gustrouw No. 334, groot 8,0349 ha gehou kragtens T97852/2002 met bykomende regte.

Soos meer volledig sal blyk uit gesegde Notariële Akte.

E. SUBJECT to the following servitudes imposed by the Transferor in favour of Portion 4 of the Farm Mount Happy No. 1308, in the Stellenbosch Municipality, Division Stellenbosch, Province of the Western Cape held by Deed of Transfer Number T36547/2003 (hereinafter "the Dominant Property"), namely:

(a) Subject to a general Right of Way, which is granted on the following terms and conditions:

- (i) The Right of Way will at no point be wider than 15 metres.
- (ii) The route of the Right of Way will be agreed upon between the owner(s) of the Servient Properties and the owner of the Dominant Property.
- (iii) The right of way may be used by the Dominant Property only to obtain vehicular access over the Servient Properties to the Dominant Property shall not be entitled to use the Right of Way for pedestrian use and/or horse riding and/or any other methods of traversing other than by way of vehicles.
- (iv) The owner of the Dominant Property shall not drive or permit to be driven any trucks on the roads within the Right of Way servitude area, except with consent of the Servient Tenement.
- (v) The owner of the Dominant Property shall be obliged to contribute its fair share of the costs of maintenance and repairs of the road to be available for use by it in terms of this Right of Way servitude.

The rights of use of the owner of the Dominant Property shall at all times be exercised in a reasonable manner and in a manner which will not damage or cause any damage to the road falling within the Right of Way area. In the event of any damage being caused to such road by the owner of the Dominant Property or any of such owner's representatives, visitors, guests, contractors or invitees, any such damage shall be repaired by the owner of the Dominant property on demand.

(b) Subject to a general Sewerage Pipeline Servitude in favour of the Dominant Property the area of which Servitude Pipeline will never be wider than 15 metres. The route of this Sewerage Pipeline will be agreed upon between the owner(s) of the Servient Properties and the Dominant Property from time to time. The costs of maintaining and repairing the Sewerage Pipeline shall be borne by the owner if the Dominant Property for those sections of the Sewerage Pipeline which serves only the Dominant Property. In respect of sections of the Sewerage Pipeline serving the Servient Properties and the Dominant Property, the costs of repairs and maintaining of those sections of the Sewerage Pipeline shall be shared as to 2/3rds by the owners of the Servient Properties (collectively) and 1/3rd by the owner of the Dominant Property. Should the owner of the Dominant Property fail to effect any such maintenance and/or reparations, the owner(s) of the Servient Properties shall be entitled to carry out any of the required repair and maintenance works. The owner of the Dominant Property shall in such event be liable to the owner(s) of the Servient Properties for all costs so incurred.

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- (c) Subject to a general Water Pipeline Servitude in favour of the Dominant Property, the area of which Servitude Pipeline will never be wider than 15 metres. The route of this Water Pipeline Servitude will be agreed upon between the owner(s) of the Servient Properties and the Dominant Property from time to time. The costs for maintain and repairing the Water Pipeline shall be borne by the owner of the Dominant Property. Should the owner of the Dominant Property fail to effect any such maintenance and/or reparations, the owner(s) of the Servient Properties shall be entitled to carry out any of the required repair and maintenance works. The owner of the Dominant Property shall in such event be liable to the owner(s) of the Servient Properties for all costs so incurred.

F. **SUBJECT** to the condition contained in T19284/2019 that the property hereby transferred shall be without any rights to water from Eerste River which right is reserved to the benefit Uhambo Property Investments (Pty) Ltd.

II. As to the figure nmDEFGHJk middle of Eerste River on diagram SG No 1158/2021

1. **In respect** of the figure nmDj1 middle of Eerste River on diagram SG No 1158/2021

A. **SUBJECT** to the conditions referred to in Deed of Transfer No T18163/1965;

B. **SUBJECT** to, as the case may be, BUT NOT ENTITLED TO THE BENEFIT OF, by reason for the fact that the said Portion 16 was sold without water rights as more fully hereinafter set out, the following conditions contained in Deed of Transfer Number T3369/1938, as repeated in Deed of Transfer Number T3939/1911 and as amplified in the said Deed of Transfer Number T3369/1938 namely:

"CONDITION NO. I – The land is subject to and entitled to the benefit of this condition, which reads as follows:-

"The said Mynhardus Jacobus Onkruydt Marais and his successors in title of Lot A of the said farm this day transferred to him, shall be entitled to the use of the water from the dam situate on the property hereby transferred every week, namely from sunset on Sunday night to sunset on Monday night, from sunset Tuesday night to sunset on Thursday night, and from sunset on Friday night to sunset on Saturday night, according to calender, while from sunset on Saturday night to sunset on Sunday night the water from said dam shall run for the use of the labourers of the said Mynhardus Jacobus Onkruydt Marais, or for such other purpose as he or his successors in title may see fit to put same to.

"The said Transferee and his successors in title of the property hereby conveyed shall be entitled to the use of the water from the said Dam No. 1 during forty-eight hours in every week, namely, from sunset on Thursday night to sunset on Friday night, according to Calender".

CONDITION NO. II – The land is subject to the condition re water mentioned in the first paragraph of the said condition, reading as follows:-

"The said Mynhardus Jacobus Onkruydt Marais and his successors in title of Lot A, shall be entitled to the use of the water from the dam on the property hereby transferred and marked Dam No. 2 on the diagram thereof, during forty-eight hours in every week, namely, from sunset on Monday night to sunset on Tuesday night, and from sunset on Thursday night to sunset on Friday night according to calender."

The land is entitled to the following share of the water mentioned in the second paragraph of the said condition:-

"That the said Transferee and his successors in title of the land hereby transferred shall be entitled to the use of the water from Dam No. 2 situate on the land hereby transferred during the following periods in every week, namely:

From sunset on Tuesday night to sunset on Thursday night, and from sunset on Friday night to 6 o'clock on Saturday morning."

CONDITION NO. III – The said Mynhardus Jacobus Onkruidt Marais and his successors in title of the properties of this day transferred to them, shall, during their respective turn of water, be at liberty, if they so desire, to take their water during their turns either out of the dam No. 1, or the dam No. 2 as the case may be, or out of the main furrows supplying the respective dams. Either party taking water during his turn out of the main furrow supplying dam No. 1 shall allow sufficient water to fill a pipe one and a half (1 ½) inches in diameter to flow down the said main furrow to the weir or filter dam referred to in Condition V hereof for the drinking and domestic purposes only of both the parties hereto or their successors in title.

CONDITION NO. IV - The said Mynhardus Jacobus Onkruidt Marais and his successors in title of Lot A, shall be entitled to the necessary access either personally or through his or their employees to the said dams or furrows for the purpose of turning the water on or off at the beginning and end of his or their several turns, and shall also be entitled to lead the water from the said dams during such turns, and shall also be entitled to lead the water from the said dams during such turns over such portion of the property hereby transferred as same at present runs over the said Lot A. Should Mynhardus Jacobus Onkruidt Marais and his successors in title of the property this day transferred to him, elect at any turn to take his supply of water out of the main furrow supply the No. 1 in lieu of out of the said dam, he shall do so along the branch furrow marked on the diagrams of the property hereby conveyed and of the said Lot A above the homestead, or any convenient place higher up.

CONDITION V – At a convenient spot in the main furrow supplying dam No. 1, a small intake or filter dam is to be constructed at the joint expense of the said transferee and he said Mynhardus Jacobus Onkruidt Marais, which shall also be maintained at joint expense of the said parties this day transferred to them, and each party and his successors in title of the property this day transferred to him, shall be entitled, if he so desires, to lay a three-quarter (3/4) inch pipe from said weir or filter dam to convey water therefrom to his homestead for drinking and domestic purposes only. In this connection the said Mynhardus Jacobus Onkruidt Marais and his successors in title of the property this day transferred to him, shall be entitled to lay his pipes over the ground of the said transferee and his successors in title of the property hereby conveyed, and also to access for the purposes of repairs and renewal if necessary.

CONDITION VI – Save as above, all furrows and water courses supplying the said dams shall remain as at present unless both the said Mynhardus Jacobus Onkruidt Marais and the said transferee or their successors in title of the properties this day transferred to them, mutually agree to alter same.

CONDITION VII – The said Mynhardus Jacobus Onkruydt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall be responsible for the cleaning of the said dams and furrows or water-courses in equal shares, and the same shall be cleaned by them at least once in every year and more often if necessary. Should either of the said parties or his successors in title of the property this day transferred to him, fail or neglect to assist in cleaning said dams and furrows or water courses, then the other party or his successors in title of the property this day transferred to him, shall be entitled to do the whole of the needful work and charge the defaulting party with one-half the expense thereof, and if need be to recover payment of such half of the expense by action in a competent Court.

CONDITION VIII – The said Mynhardus Jacobus Onkruydt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall each be entitled to protect his own property from damage by storm or roof water, and not interfere with the natural flow or divert same in such a way as to injure the property of the other.

The roof water of the house of the said transferee and his successors in title of the property hereby transferred shall be allowed to flow as at present, or in such manner as same can conveniently be carried off, through the yard of the house of the said Mynhardus Jacobus Onkruydt Marais and his successors in title of the property this day transferred to him, without doing any damage to the said property.

CONDITION X – The said transferee and the said Mynhardus Jacobus Onkruydt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall be responsible for keeping in repair and maintaining the boundary fence between them in equal shares. Should either of the said parties or his successors in title of the property this day transferred to him, fail to do his share of keeping in repair and maintaining the said boundary fence between them, the other party or his successors in title of the property this day transferred to him, shall be entitled to do the expense thereof, and if need be to recover payment of such half of the expense in a competent Court.

The said portion 16 is further subject to the conditions referred to in the endorsement dated 17th July 1925 on the said Deed of Transfer Number 3939 dated 2nd June 1911 relating to the right of Municipality of Stellenbosch to lay certain pipes.

(The dotted line marked t u v on the said diagram No. 2391/2002 represents the abovementioned servitude pipeline, now indicated by the dotted line uvwxy on diagram SG No 1158/2021 annexed).

The said portion 16 is also subject to the special condition imposed by and in favour of the Transferor, the said Tielman Johannes Marais (born 3 August 1905) and contained in said Deed of Transfer Number 18163/1965, which reads as follows:-

"That the said Portion 16 (a portion of portion 2) of the farm Klein Gustrouw No. 334 is transferred without the benefit of any water rights, which water rights are reserved for the benefit of the owner of the remaining extent of the said Portion 2 of the farm Klein Gustrouw No. 334, measuring as such: 16, 7541 Morgen, held under the aforesaid deed of transfer No. 3369 dated 7 April 1938, and his successors in title."

2. In respect of the figure E F G H J k L middle of Eerste River j1 on diagram SG No 1158/2021.

A. **SUBJECT** to the conditions referred to in Deed of Transfer Number 14455 dated 17 September 1953;

B. **FURTHER SUBJECT** to Condition No. VIII contained in Deed of Transfer Number 3939 dated 2nd June 1911, reading as follows:

"VIII. The land is entitled to the benefit of the rights mentioned in the first paragraph of the condition reading as follows:

"The said Mynhardus Jacobus Onkrudyt Marais and the said transferee and their successors in title of the properties this day transferred to them, shall each be entitled to protect his own property from damage by storm or roof water but not to interfere with the natural flow or divert same in such a way as to injure the property of the other."

C. **FURTHER SUBJECT** to the conditions referred to in the endorsement dated 17th July 1925 on said Deed of Transfer Number T3939/1911, relating to the right of the Municipality of Stellenbosch to lay certain pipes, the centre of the pipe-line being shown by the dotted blue line in bc on diagram No. 9699/1964.

D. **ENTITLED** to the benefit of the conditions referred to in the endorsement dated 3rd May 1937 on said Deed of Transfer No. 3939/1911, relating to storm water.

E. **FURTHER SUBJECT** to the following special conditions contained in the said Deed of Transfer Number T14455/1953 imposed by Hugh Alastair Charles Bairsnfather Cloete for his benefit as the owner of the remaining extent of the said property, situate as above and held by Deed of Transfer dated 17th March 1948, No. 5525, namely:- (The remaining extent being 117,9265 Morgen).

"1. The property is sold without any water rights that may attach thereto, such water rights (if any) remaining vested in the Seller as the owner of the remaining extent of the properties whereof the property sold forms portion."

F. **FURTHER SUBJECT** to the following conditions contained in the said Deed of Transfer Number 14455/1953 imposed by the Divisional Council of Stellenbosch as the Controlling Authority, viz:-

"1. The land may not subdivided without the written approval of the controlling authority as defined in Act No. 21 of 1940.

2. The land shall be used for residential and agricultural purposes only and no store or other place of business or industry whatsoever may be opened or conducted on the land without the written approval of the controlling authority as defined in Act No. 21 of 1940.

3. No building or structure whatsoever shall be erected on the land without the written approval of the controlling authority as defined in Act No. 21 of 1940.

4. No building or structure whatsoever shall be erected within a distance of 94,46 metres of the centre line of the divisional road from Stellenbosch to Jonkers Hoek, which passes along the North Eastern boundary of the property in question without the written approval of the controlling authority as defined in Act No. 21 of 1940."

- G. **SUBJECT FURTHER** to the terms of an endorsement dated the 14th of July 1965 on the said Certificate of Consolidated Title Number T18164/1965, which reads as follows:

"By Notarial Deed No. 513/65 dated 10/5/65, the property held hereunder is entitled to 16 hours per week water, condition II of Deed of Transfer Number 1463/64 and pipeline servitude 3,15 metres wide over the remainder of portion 5 (JM Gustrow) (a portion of Portion 2) if the farm Klein Gustrouw No. 334 measuring 116,9705 Morgen, held by Deed of Transfer No. 1463 dated 29/1/64, which said pipeline is marked A B C D E F G H J K L M N O P on servitude diagram No. 9700/64 annexed to the said Notarial Deed and together with certain ancillary rights."

As will more fully appear from the said Notarial Deed.

3. **In respect** of the whole property referred to by the figure nmDEFGHJK middle of Eerste River on diagram SG No 1158/2021 annexed.

- A. **SUBJECT** to the condition that the property hereby transferred shall be without any rights to water from Eerste River which right is reserved to the benefit for the transferor.

- B. **SUBJECT** to the following conditions imposed contained in T109833/2004 by Controlling Authority in terms of Act 21 of 1940 with approval of the aforesaid property namely:

- "1. Die grond mag nie verder onderverdeel of gekonsolideer word sonder die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet 21 van 1940 nie.
2. Nie meer as een woonhuis saam met sodanige buitegeboue as wat onder gewone omstandighede nodig is om in verband daarmee gebruik te word, mag sonder die skriftelike goedkeuring van die Beherende Gesag omskryf in Wet 21/1940 opgerig word nie;
3. Behalwe met die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet 21/1940 mag geen winkel of besigheidsplek van watter aard ook al op die grond geopen word of bedryf word nie;
4. Geen gebou of enige bouwek van watter aard ook al mag op die grond of binne 'n afstand van 95 meter van die middellyn van Afdelingspad 1064 sonder die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet 21/1940 opgerig word nie;
5. Geen addisionele toegang sonder die skriftelike goedkeuring van die padowerheid ingevolge Artikel 10 van Wet 21/1940 geneem word vanuit Afdelingspad 1064."

- III. As to the whole of the property represented by the figure aBCDEFGHJK middle of Eerste River on diagram SG No 1158/2021 annexed

UNDER Notarial Deed of Servitude K1290/2003 dated 22/10/2003 the said property is subject to a servitude of water abstraction, pumping station and pipeline in favor of Remainder Farm Bengale No. 1440, Extent 133,7987 Hectares held under T19284/2019 with additional rights.

As will more fully appear from the said Notarial Deed.

AND THAT by virtue of these presents the said

STONEY MEADOWS INVESTMENTS 11 (PTY) LTD
Registration Number 2018/524704/07

Its Administrators or Assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State however, reserving its rights.

IN WITNESS WHEREOF I, the said REGISTRAR, 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 this the 9th day of February 2022.



REGISTRAR OF DEEDS

1509

Andre Olivier Attorney
Shop 54
Bosman's Crossing Square
Distillery Road
Stellenbosch
7600

Prepared by me

CONVEYANCER
ARNO WATSON
LPCM 80234

**APPLICATION IN TERMS OF SECTION 40(3) OF THE
DEEDS REGISTRIES ACT NO. 47 OF 1937**

I, the undersigned

JOHAN VAN ZYL

duly authorised hereto by a resolution of the Directors of
STONE MEADOWS INVESTMENTS 11 (PTY) LTD
Registration Number 2018/524704/07

do hereby apply to the Registrar of Deeds at Cape Town in terms of Section
40(3) of Act 47 of 1937, for the issuing to me of a Certificate of Consolidated
Title in respect of:

1. PORTION 1 OF THE FARM BENGAL NO. 1440
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE

In extent: 7,7308 hectares (seven comma seven three zero eight) nil eight)
Held by Certificate of Registered Title No. T

And

2. REMAINDER OF PORTION 17 (RIVER HOUSE) OF THE FARM KLEIN
GUSTROUW NO. 334
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE

In extent: 8,0349 hectares (eight comma zero three four nine) nil three fair nine)
Held by Deed of Transfer No. T19284/2019

Which properties have been consolidated and is now known as:

FARM NO. 1620
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE

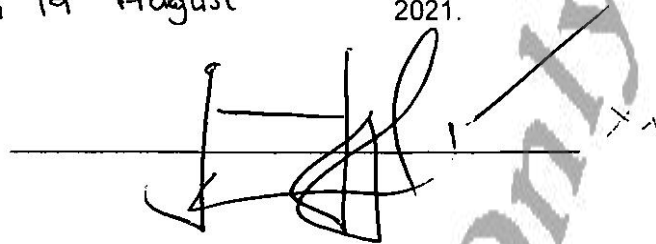
IN EXTENT 15,7657 (FIFTEEN COMMA SEVEN SIX FIVE SEVEN)
HECTARES

AS WILL MORE FULLY APPEAR from Diagram S.G. No. 1158/2021

Signed at Stellenbosch

2
on 19 August

2021.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line.

2WB

PROD

DEEDS REGISTRATION SYSTEM - CAPE TOWN

DATE : 20220128 TIME : 11:13:59.3 PAGE :

1

PREPARED BY : DRS08262 - MINAMATA PHUMELELA ANTONIO

TRACK NUMBER : 88087437129

*** ENQUIRY ON PROPERTY ***

PORTION NUMBER
FARM NUMBER
REGISTRATION DIVISION

- 0001620
- STELLENBOSCH RD

REG DIV OR FARM NO OR FARM PORTION DOES NOT EXIST

*** END OF REPORT ***



3WB

PROD DEEDS REGISTRATION SYSTEM - CAPE TOWN
PREPARED BY : DRS68262 - MNAMATA PHUMELELA ANTONIO

DATE : 20220128 TIME : 11:13:43.3 PAGE : 1

TRACK NUMBER : 86067437129

PROPERTY DETAILS PRINT FOR PORTION 17 (R/E)
FARM NO 334
REG DIV STELLENBOSCH RD

PROVINCE WESTERN CAPE
PREV DESCRIPTION RIVER HOUSE
DIAGRAM DEED NO T18164/1965
EXTENT 8.8349 H
CLEARANCE WINELANDS DC
FARM NAME KLEIN GUSTROUW

INTERDICTS
I-15218/2002LG

DOCUMENTS
K1290/2003S
FARM ST 334/17
FROM PTNS 11,16 OF S

HOLDER & SHARE
T RD 334

CASE NUMBER
CASE DATE/TITLE NR
AMOUNT

NOTED ON
20021022

O/P/A SCAN/MICRO-REF MMD
2004 0095 3608 1217
1985 0071 1576

OWNER DETAILS

FULL NAME & SHARE
STONE MEADOWS INV 11 PTY LTD

PURCH DATE AMOUNT/REASON O/P/A IDENTITY TITLE DEED MMD MICROFILM REF
20190218 R150000000.00 201852470407 T19284/2019 0516 20190521115448

* 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 ***

IK E: /XARRA /IK E

30 JUL 2021

DATE

Friedlaender, Burger & Volkmann - Land Surveyors - REVISION 2

Servitude Note:

1. The dotted line uvwxy represents a servitude pipeline, vide endorsement dated 17/7/1925 to D/T 1911-63-3939
2. The curved line aibici represents the middle of an access servitude 5,00 metres wide, vide Diagram No. 1157/2021, D/T
3. The curved line bid1 represents the middle of an access servitude 3,20 metres wide, vide Diagram No. 1157/2021, D/T

S.G. No.

1158/2021

Approved.



for

Surveyor - General

Date : 29.07.2021

SHEET 1 OF 2 SHEETS

Components:

1. The figure nmDEFGHJK middle of Eerste River represents Remainder Portion 17 of the Farm Klein Gustrouw No. 334, vide Diagram No. 9699/1964, C.C.T. 1965- -18164
2. The figure aBCmn middle of Eerste River represents Portion 1 of the Farm Bengale No. 1440, vide Diagram No. 1157/2021, D/T

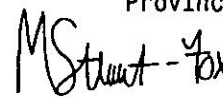
The figure abcDEFGHJK middle of Eerste River
represents 15,7657 hectares

of land, being

FARM No. 1620 and comprises 1. and 2. as above

Situate in the Stellenbosch Municipality
Administrative District of Stellenbosch
Compiled in June 2021
by me

Province of Western Cape



PLS 1354 M R Stuart-Fox Pr Land Surveyor

This diagram is annexed to
No.

Dated
i.f.o. 2022-02-09

Registrar of Deeds

The original diagrams are
as quoted above

File No. Stel 1440

S.R. No. Compiled

Comp. BH-8DDA (3787)

BHSZ-14 (M4331)

LPI C0670000

Approved i.t.o. Section 60
of Municipal Land Use Planning Bylaw
Ref: LU/1997
Date: 4/5/2021

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL *Bibb*
 DATE 30 JUL 2021

Friedlaender, Burger & Volkmann - Land Surveyors - REVISION 2

FARM No. 1620

Administrative District of Stellenbosch

Note:

Figures ah1g1f1e1t1sDp1 middle of Eerste River a and EFGHqr middle of Eerste River j1pE represents Freehold Land.

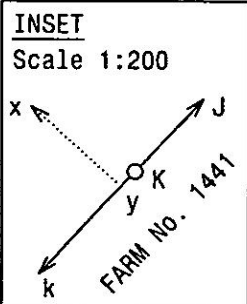
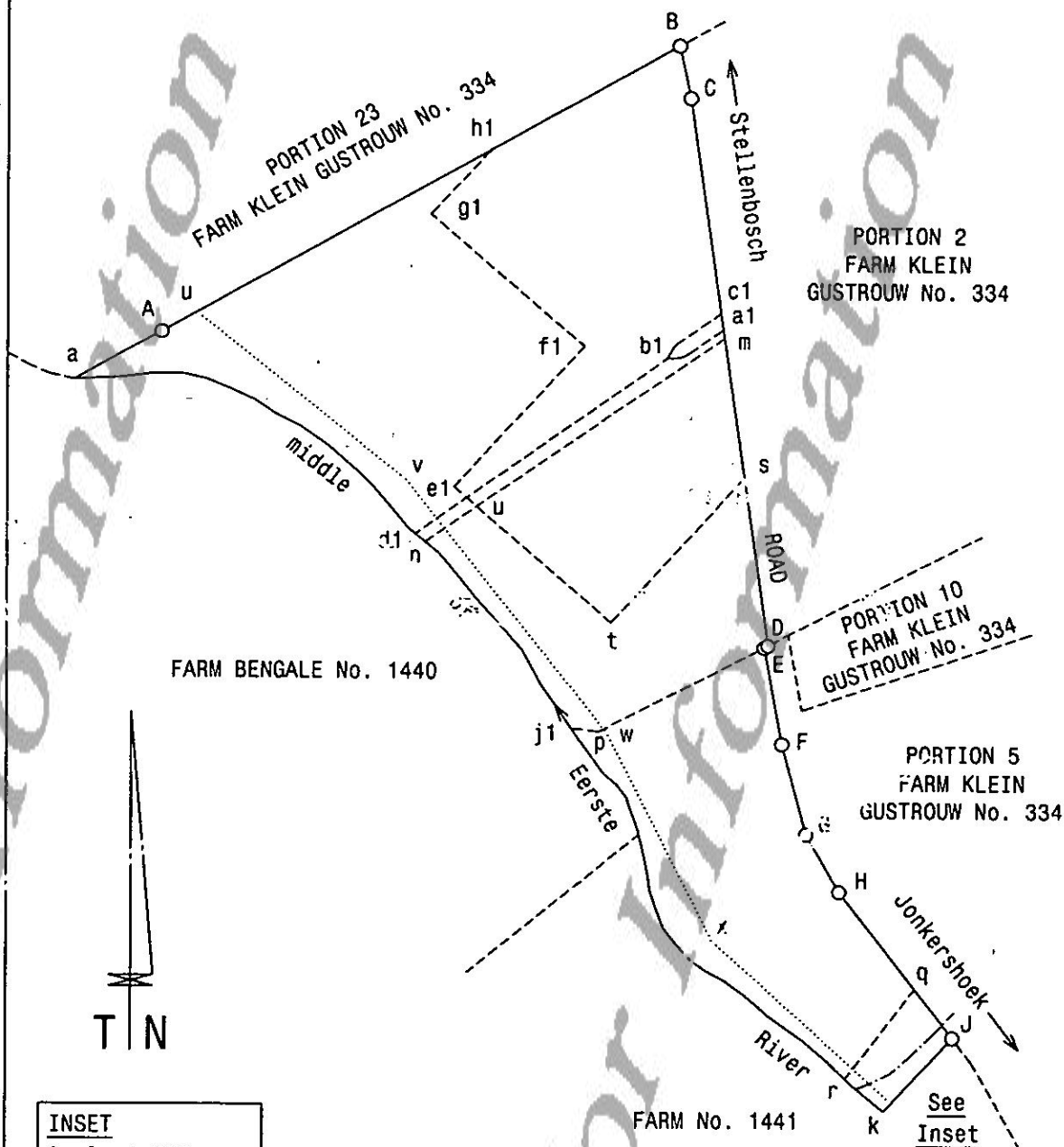
S.G. No.

1158/2021

Approved.

Madell
 for
 Surveyor - General
 Date : 29.07.2021

SHEET 2 OF 2 SHEETS



SCALE 1 : 5000

Compiled in June 2021
 by me

PLS 1354 M R Stuart-Fox Pr Land Surveyor