mineral resources

Department:
Mineral Resources
**REPUBLIC OF SOUTH AFRICA**

# SCOPING REPORT

# FOR LISTED ACTIVITIES ASSOCIATED WITH MINING RIGHT AND/OR BULK SAMPLING ACTIVITIES INCLUDING TRENCHING IN CASES OF ALLUVIAL DIAMOND PROSPECTING.

SUBMITTED FOR ENVIRONMENTAL AUTHORIZATIONS IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 AND THE NATIONAL ENVIRONMENTAL MANAGEMENT WASTE ACT, 2008 IN RESPECT OF LISTED ACTIVITIES THAT HAVE BEEN TRIGGERED BY APPLICATIONS IN TERMS OF THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, 2002 (MPRDA) (AS AMENDED).

NAME OF APPLICANT: **Kridyn Boerdery (Pty) Ltd.**

TEL NO: **083 308 4358**

FAX NO: **-**

POSTAL ADDRESS: **PO Box 583, Schweizer-Reneke 2780**

FILE REFERENCE NUMBER SAMRAD: **NW30/5/1/1/2/13123 PR**

# IMPORTANT NOTICE

In terms of the Mineral and Petroleum Resources Development Act (Act 28 of 2002 as amended), the Minister must grant a prospecting or mining right if among others the mining "will not result in unacceptable pollution, ecological degradation or damage to the environment".

Unless an Environmental Authorization can be granted following the evaluation of an Environmental Impact Assessment and an Environmental Management Programme report in terms of the National Environmental Management Act (Act 107 of 1998) (NEMA), it cannot be concluded that the said activities will not result in unacceptable pollution, ecological degradation or damage to the environment.

In terms of section 16(3)(b) of the EIA Regulations, 2014, any report submitted as part of an application must be prepared in a format that may be determined by the Competent Authority and in terms of section 17 (1) (c) the competent Authority must check whether the application has taken into account any minimum requirements applicable or instructions or guidance provided by the competent authority to the submission of applications.

**It is therefore an instruction that** the prescribed reports required in respect of applications for an environmental authorization for listed activities triggered by an application for a right or permit are submitted in the exact format of, and provide all the information required in terms of, this template. Furthermore please be advised that failure to submit the information required in the format provided in this template will be regarded as a failure to meet the requirements of the Regulation and will lead to the Environmental Authorization being refused.

**It is furthermore an instruction that** the Environmental Assessment Practitioner must process and interpret his/her research and analysis and use the findings thereof to compile the information required herein. (Unprocessed supporting information may be attached as appendices). The EAP must ensure that the information required is placed correctly in the relevant sections of the Report, in the order, and under the provided headings as set out below, and ensure that the report is not cluttered with un-interpreted information and that it unambiguously represents the interpretation of the applicant.

# OBJECTIVE OF THE SCOPING PROCESS

1. The objective of the scoping process is to, through a consultative process—

    a. identify the relevant policies and legislation relevant to the activity;

    b. motivate the need and desirability of the proposed activity, including the need and desirability of the activity in the context of the preferred location;

    c. identify and confirm the preferred activity and technology alternative through an impact and risk assessment and ranking process;

    d. identify and confirm the preferred site, through a detailed site selection process, which includes an impact and risk assessment process inclusive of cumulative impacts and a ranking process of all the identified alternatives focusing on the geographical, physical, biological, social, economic, and cultural aspects of the environment;

    e. identify the key issues to be addressed in the assessment phase;

    f. agree on the level of assessment to be undertaken, including the methodology to be applied, the expertise required as well as the extent of further consultation to be undertaken to determine the impacts and risks the activity will impose on the preferred site through the life of the activity, including the nature, significance, consequence, extent, duration and probability of the impacts to inform the location of the development footprint within the preferred site; and

    g. Identify suitable measures to avoid, manage, or mitigate identified impacts and to determine the extent of the residual risks that need to be managed and monitored.

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# CONTENT OF THE SCOPING REPORT

2. Contact Person and correspondence address

a) **Details of:**

**i) The EAP who prepared the report**

*In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(a)(i)*

Name of the Practitioner: DERA Environmental Consultants (Pty) Ltd.
Mr Daan Erasmus
Tel No.: 018-468 5355
Fax No. : 018-011 3760
E-mail address:daane@dera.co.za

**ii) Expertise of the EAP.**

(1) **The qualifications of the EAP**

*In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1) (a)(ii)*

The EAP Mr. Daan Erasmus has a National Diploma in Agriculture Resource Utilization and a Baccalaureus Technologiae degree in Agricultural Extension. See **Figure 1** & **Figure 2** for copies of his qualifications and CV.

**Figure 1:** Copy of Qualification

# TECHNIKON PRETORIA

PROSPERITAS PER PERITIAM

## BACCALAUREUS TECHNOLOGIAE

**LANDBOU: VOORLIGTING** **AGRICULTURE: EXTENSION**

Toegeken aan Awarded to

**DANIEL ELARDUS ERASMUS**

**91001437** **1970-09-07**

met ingang van with effect from

**1997-01-01**

Registrateur (Akademies)
Registrar (Academic)

Rektor/Rector

No. **97/206**

TECHNIKON PRETORIA

TECHNIKON PRETORIA

# NASIONALE NATIONAL DIPLOMA

LANDBOU: HULPBRONBENUTTING — AGRICULTURE: RESOURCE UTILIZATION

Toegeken aan — Awarded to

DANIËL ELARDUS ERASMUS

91004437 — 7009075033088

met ingang van — with effect from

1994-01-01

| Die volgende is voltooi | The following were completed |
|---|---|
| Landbou-ekonomie I, II en III | Agricultural Economics I, II and III |
| Voorligtingsmetodiek I en II | Extension Method I and II |
| Akkerbou I, II en III | Field Husbandry I, II and III |
| Weidingkunde A | Pasture Science A |
| Bodembeplanning I en II | Land Use Planning I and II |
| Bodembewaring I | Soil Conservation I |
| Grondkunde I en II | Soil Science I and II |
| *Meganisasie | Mechanisation* |
| Fisiese Wetenskap | Physical Science |
| Melkproduksietegnologie | Milk Production Technology |
| Vleisbeesproduksietegnologie | Beefer Production Technology |
| Kleinveeproduksietegnologie | Small Stock Production Technology |
| Grondklassifikasie III | Soil Classification III |

**********

Minimum Opleidingstydperk: 3 Jaar
Minimum Training Period : 3 Years

SERTEC
Uitvoerende Direkteur/
Executive Director

Nr./No. ND1117/94

TECHNIKON
Rektor/Rector

## (2) Summary of the EAP's past experience.

See **Figure 2** below Curriculum Vitae of D. E. Erasmus.

# DAAN ERASMUS

ENVIRONMENTAL PRACTITIONER

### CONTACTS

daane@dera.co.za

+27 82 895 3516

Klerksdorp, North-west Province, South Africa

### SKILLS

*Report writing*
*Conduct auditing*
*Bilingual (English/Afrikaans)*
*Computer Proficient*
*Report generation and analysis*
*Verbal and written communication*
*Computer Literate*
*Project Management*
*Results-orientated*
Conduct risk assessments

### ABOUT ME

Environmental Practitioner with 29 years' experience in Agricultural Science, and Mining- and Environmental Management.
Began own company – DERA Environmental Consultants (Pty) Ltd 2003.
Main scope of business: Compiling and submission of mining related applications; manage and compile legal environmental documents.
Furthermore doing monitoring work to evaluated compliance to environmental legislation; evaluating outstanding rehabilitation liabilities for mining companies.
Assist legal companies in determining environmental damage.
Do risk assessment and applications for closure certificates.
Give guidance in rehabilitation practices.
Compile EMPR/EIA for Mining Rights and compilation of EMPlan's for Prospecting and Mining Right applications.
Compile BAR & EMPR reports in support of application of Chicken Broilers and – facilities, Feed lots, Fuel Storage, Ploughing of virgin soil and associated infrastructure for Environmental Authorizations and many more based on experience from management of the natural resources and the mitigation of impacts.

### WORK EXPERIENCE

JAN 1989 – SEPT 1990
**MILITARY SERVICE**
*National Defence Force*

Officers Course: II Lieutenant

JAN 1991 – FEB 2003
**CHIEF RESOURCE CONSERVATION INSPECTOR**
*National Department of Agriculture*

Administration of Act 43 of 1983, Agricultural Resource Conservation Act in North West Province. The main activities were veld inspections in order to monitor correct utilization of natural resources and where necessary take corrective steps.
Other activities included discussions and lectures at farmers union meetings;
municipalities and other institutions in order to promulgate the Act.
Management of personnel and personnel related matters;
management of budget of regional office in Potchefstroom;
management and control of declared weeds and invader species.
Evaluation of EMPr's and EIA's and monitoring mine rehabilitation and environmental management out of agricultural point of view
Audit and compliance inspections of mining operations.

Page 1

## WORK EXPERIENCE (Continues)

MAR 2003 – PRESENT

### ENVIRONMENTAL PRACTITIONER

*DERA Environmental Consultants*

Compiling and submission of mining related applications; manage and compile legal environmental documents.
Furthermore doing monitoring work to evaluated compliance to environmental legislation; evaluating outstanding rehabilitation liabilities for mining companies.
Assist legal companies in determining environmental damage.
Do risk assessment and applications for closure certificates.
Give guidance in rehabilitation practices.
Compile EMPR/EIA for Mining Rights and compilation of EMPlan's for Prospecting and Mining Right applications.
Compile BAR & EMPr reports in support of application of Chicken Broilers and –facilities, Feed lots, Fuel Storage, Ploughing of virgin soil and associated infrastructure for Environmental Authorizations and many more based on experience from management of the natural resources and the mitigation of impacts.

## EDUCATION

1988

### HIGH SCHOOL DIPLOMA– with Full Exemption

*Wolmaransstad High School, North West, SA*

| | |
|---|---|
| English | Afrikaans |
| Mathematics | Science |
| Geography | Accounting |

1994

### NATIONAL DIPLOMA: AGRICULTURE: RESOURCE

*Pretoria Technikon (Tshwane University of Technology) – Pretoria, Tshwane*

| | |
|---|---|
| Agricultural Economics I, II and III | |
| Extension Method I, II and III | Field Husbandry I, II and III |
| Pasture Science A | Land Use Planning I and II |
| Soil Conservation I | Soil Science I and II |
| Mechanization | Physical Science |
| Milk Production Technology | Beef Production Technology |
| Small Stock Production Technology | |
| Soil Classification III | Computer Application I |

1996

### BACCALAUREUS TECHNOLOGIAE: AGRICULTURAL EXTENTION

*Pretoria Technikon (Tshwane University of Technology) – Pretoria, Tshwane*

| | |
|---|---|
| Agricultural Communication I | Agricultural Extension IV |
| Crop Production IV | Research Methodology |

## EDUCATION - continues

1999 MASTERS DEGREE IN SUSTAINABLE AGRICULTURE - uncompleted
*Orange Free State University, Bloemfontein, SA*

Conservation of agricultural resources and the Environment
Soil-, climate and water use and soil and water Management
Plant and energy utilization and management
Economics of sustainability and development
Scrip – project proposal
Sustainable plant production systems
Farm management for sustainable agriculture
Strategic management, marketing and planning
Communication and technology transfer
Final dissertation - uncompleted

## EIA- EXPERIENCE

The following list of EIA's was just some that was done by me:

- Compliance Creators [Goedgevonden] – was done as part of a Prospecting Right Application with Bulk Sampling, my role entailed: site visit, impact assessment and evaluation and compilation of report and handling of application process.
- Diamsure [Palmietfontein] - was done as part of Prospecting Right Application with Bulk Sampling, my role entailed: site visit, impact assessment and evaluation and compilation of report and handling of application process.
- Brenda Gagiano [Katdoornplaats] - was done as part of Prospecting Right Application with Bulk Sampling, my role entailed: site visit, impact assessment and evaluation and compilation of report and handling of application process.
- J & K Steyn Trust [Klipkuil] - was done as part of Prospecting Right Application with Bulk Sampling, my role entailed: site visit, impact assessment and evaluation and compilation of report and handling of application process.
- Pilansberg Tented Facility [Pilansberg] - was done as part of an Environmental Authorization for a listed activity for new tented camp, my role entailed: site visit, impact assessment and evaluation and compilation of report and handling of application process.
- FMS Trust [Saamgevoeg] - was done as part of an Environmental Authorization for a listed activity, for the construction of Chicken Broilers, my role entailed: site visit, impact assessment and evaluation and compilation of report and handling of

## SHORT COURSES

Computer training Dbase IV
Seminar in public speaking
Veld assessment course
Resource Identification and utilization course
ArcView GIS course
Persuasion skills
Wetlands identification
Rehabilitation of Wetlands
Management skills
Agricultural law course

## b) Location of the activity

*In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(b)(i),(ii),(iii)*

| | |
|---|---|
| **(i) 21 digit Surveyor General Code for each farm portion** | T0HO00000000026000002<br>T0HO00000000026300002<br>T0HO00000000026300003<br>T0HO00000000026400001<br>T0HO00000000026400002<br>T0HO00000000026400003<br>T0HO00000000027400004<br>T0HO00000000027500000<br>T0HO00000000027500001<br>T0HO00000000027500002 |
| **(ii) Farm Name:** | **Paardenpan 260 HO**<br>✓ Portion 2.<br>**Klipfontein 263 HO**<br>✓ Remaining Extent of Portion 2,<br>✓ Portion 3.<br>**Vaalboschhoek 264 HO**<br>✓ Remaining Extent of Portion 1,<br>✓ Portion 2,<br>✓ Portion 3.<br>**Republiek 274 HO**<br>✓ Portion 4.<br>**Honi-Soit-Qui-Mal-Y-Pense 275 HO**<br>✓ Remaining Extent,<br>✓ Portion 1,<br>✓ Portion 2. |
| **(iii) Coordinates - Co-ordinates List WG 27°** | |

| NAME | LAT | LONG |
|---|---|---|
| A | -27.534840 | 25.190270 |
| B | -27.523910 | 25.231913 |
| C | -27.518955 | 25.245291 |
| D | -27.528421 | 25.244279 |
| E | -27.536925 | 25.229213 |
| F | -27.544974 | 25.227992 |
| G | -27.548755 | 25.226617 |
| H | -27.571203 | 25.214751 |
| J | -27.560796 | 25.242209 |
| K | -27.591896 | 25.225210 |
| L | -27.611434 | 25.221921 |
| M | -27.613252 | 25.214102 |

| CONTINUE | | |
|---|---|---|
| N | -27.595242 | 25.208256 |
| P | -27.602831 | 25.185695 |
| Q | -27.584719 | 25.179176 |
| R | -27.588341 | 25.156269 |
| S | -27.577152 | 25.145156 |
| T | -27.564893 | 25.170813 |
| U | -27.581188 | 25.188927 |
| V | -27.556632 | 25.194493 |
| A | -27.534840 | 25.190270 |

| | |
|---|---|
| Application area (Ha) | 3886,8184 ha |
| Magisterial district: | *Christiana* is an agricultural town on the banks of the Vaal River in *North West province*, South Africa. The town is located on the N12 national route between Bloemhof and Warrenton, on the way to Kimberley. It is the administrative centre and seat of *Lekwa-Teemane Local Municipality*. And further fall under the *Dr Ruth Segomotsi Mompati District Municipality* Course: https://en.wikipedia.org/wiki/Christiana |
| Distance and direction from nearest town | Since this area is fairly big access to the application area can be gain by various local roads: to the farm Rebubliek & Honi-Soit-Qui-Mal-Y-Pense (-27.595871, 25.218117) from the R506 between Christiana and Schweizer-Reneke on the Biosmboi gravel roads ± 46.5 km out of Christiana, to the farm Vaalboschhoek (-27.576668, 25.200494) and Klipfontein (-27.527713, 25.236213) via N12 between Christiana and Bloemhof on the Vuurfontein gravel road ±53 km out of Christiana and to the farm Paardenpan 260 HO from the R506 between Christiana and Schweizer-Reneke on the Pokwani gravel roads ± 45.3 km out of Christiana. |
| Minerals applied for | Alluvial Diamonds (DA). |

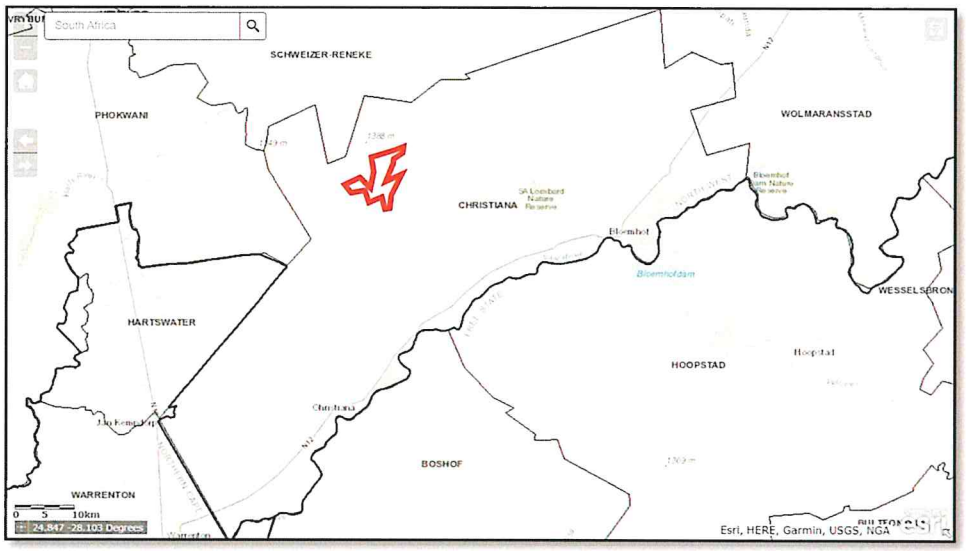
## c) Locality map

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(c)(i)(ii)***

**(i) & (ii)** *Christiana* is an agricultural town on the banks of the Vaal River in *North West province*, South Africa. The town is located on the N12 national route between Bloemhof and Warrenton, on the way to Kimberley. It is the administrative centre and seat of *Lekwa-Teemane Local Municipality*. And further fall under the *Dr Ruth Segomotsi Mompati District Municipality*. Course: https://en.wikipedia.org/wiki/Christiana. See Figure 3 below, as well as **Appendix 1(a) - Locality Map** indication where the applied area is situated within the district of Christiana, North West Province.

**Appendix 1(a)** – Locality Map

**Figure 3:** Locality of application area




## d) Description of the scope of the proposed overall activity

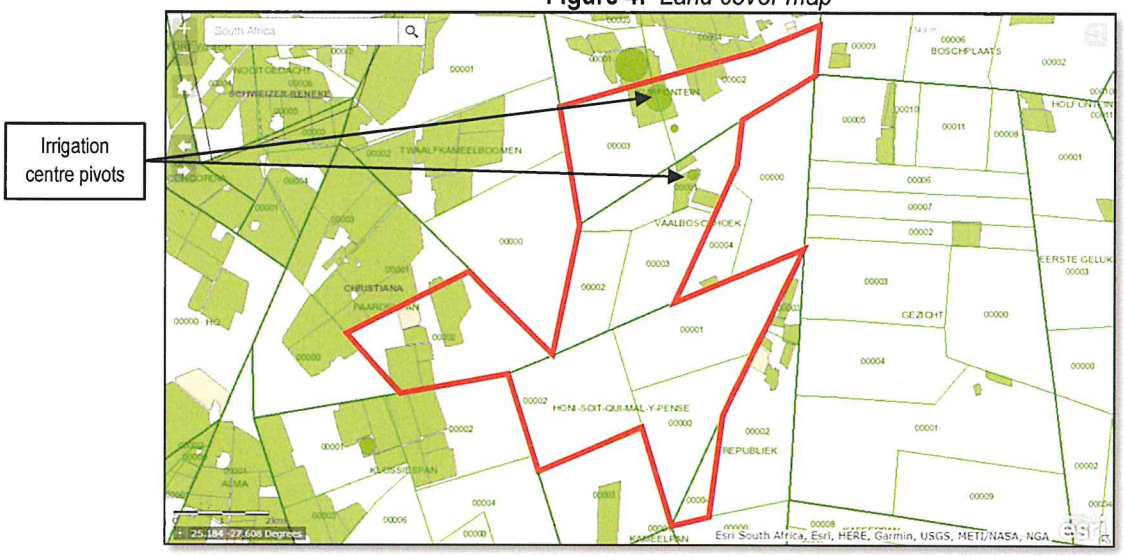
***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(d)(i)(ii)***

**The applicant applied for a Prospecting Right over**: *Paardenpan 260 HO: Portion 2. Klipfontein 263 HO: Remaining Extent of Portion 2, Portion 3. Vaalboschhoek 264 HO: Remaining Extent of Portion 1, Portion 2, Portion 3. Republiek 274 HO: Portion 4. Honi-Soit-Qui-Mal-Y-Pense 275 HO: Remaining Extent, Portion 1, Portion 2.*

The application area is situated over a rural area in the *Christiana* district of the North West Province. The area is mostly under natural vegetation with various dry pans and *± 140 ha under centre pivots*. A small portion of the application area over the remaining extent of Portion 2 of the farm Klipfontein 263 HO looks as if it was *previously mined* and was *left unrehabilitated*, about ± 85 ha. See **Figure 4** below for Land cover Map. The infrastructure over the application area is typical of farm infrastructure. Over the farm Klipfontein 263 HO: there are one farmstead and workers houses and associated farm infrastructure. There are three centre pivots under irrigation which amounts to ±73 ha along the northern boundary. There are also four cement dams and two dry pans over this farm. The far most north-eastern portion of the farm looks to have been mined previously and was left unrehabilitated. The rest of this farm is under natural vegetation. Over the farm Vaalboschhoek 264 HO: there are various smaller and bigger centre pivots, which amount to about ±66 ha. If also appears as if there were smaller cultivated field that was withdrawn from cultivation. There is also a cement dam ans dry plan near point "U". The rest of this farm is under natural vegetation. Over the farm Paardenpan 260 HO: the whole of this farm is under natural vegetation and there is two cement dams. Over the farm Honi-Soit-Qui-Mal-Y-Pense 275 HO: the whole of this farm is under natural vegetation and there is one cement dams and two dry pans. There is no other infrastructure over this application area beside for local gravel roads, farms roads, fences and Eskom power line, which run along the gravel road. See **Appendix 1(b)** - Infrastructure Map for an indication of the infrastructure on the application area. Since this area is fairly big access to the application area can be gain by various local roads to the farm Rebubliek & Honi-Soit-Qui-Mal-Y-Pense from the R506 between Christiana and Schweizer-Reneke on the Biosmboi and Pokwani gravel roads, the the farm Vaalboschhoek and Klipfontein via N12 between Christiana and Bloemhof on the Vuurfontein gravel road.

**Appendix 1(b)** – Infrastructure Map

**Figure 4:** *Land cover map*




**The scope of the prospecting activities:** The extent of the prospecting area is 3886, 8184 hectares. *Geological surveys* will be done by a geologist and is non-invasive during *Phase 1*. After which the total area of interest is reduced to concentrate during *Phase 2* on *Test pits* where test pits will be made on a grid of 100 x 100 meters. It is envisages that 150 test pits will be excavated. After Phase 2 the geologist will assess the samples taken during phase 2 and will *Trenching* be made during *Phase 3* in order to determine the grade of the Alluvial Diamonds that was found and if it is economical viable. In order to determine if the gravel does have diamonds the gravel needs to be taken out and tested, by putting it through the washing process. Trenching will be used to open the gravel in order to get a representative sample for testing. The trenches will be 50 x 20 x ± 3 m (deep). In one trench ± 3000m³ (4800ton) gravel will be exposed and tested with 16 feet washing pan at a rate of 10m³ (16 ton) an hour. The total prospecting area is 3886 hectares, thus it is anticipated that a total of 48 000m³ (76 800ton) will be tested by making trenches on different locations over the whole prospecting area, where the possibility of diamond bearing gravel were identified with the test pits. Taken at an 8 hour working day, 5 days a week and 20 days a month, the applicant will be able to process 1600m³ a month.

See **Appendix 1(b)** – Infrastructure Map for detail of what the site looks like pre-prospecting. Only a small portion of the land will be impacted upon at any given time (1 ha) and land use on the rest of the area can proceed normally. The prospecting focus area will be clearly demarcated after Phase 1 is completed, but will probably be over the whole of the application area. It is foreseen that the main prospecting area will most probably be over the already disturbed areas as indicated below in **Figure 3**. The area applied for is over the entire portion. It is envisaged that all impacts on the environment can be properly managed and mitigated and no high negative long-term impacts will take place.

## i) Listed and specified activities

**Table 1:** Listed Activities

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(d)(i)***

| NAME OFACTIVITY | Aerial extent of the Activity (Ha or m²) | LISTEDACTIVITY | APPLICABLE LISTING |
|---|---|---|---|
| **Listing 1 – Activity 20:**<br>Any activity including the operation of that activity which requires a prospecting right in terms of section 16 of the Mineral and Petroleum Resources Development Act, as well as any other applicable activity as contained in this Listing Notice or in Listing Notice 3 of 2004, required to exercise the prospecting right —<br>(a) associated infrastructure, structures and earthworks, directly related to prospecting of a mineral resource[,] ; or [including activities for which an exemption has been issued in terms of section 106 of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002)]<br>(b) the primary processing of a mineral resource including winning, extraction, classifying, concentrating, crushing, screening or washing;<br>but excluding the secondary processing of a mineral resource, including the smelting, beneficiation, reduction, refining, calcining or gasification of the mineral resource in which case activity 6 in Listing Notice 2 applies. | 3886,8184 ha | X | **327** |

| | | | |
|---|---|---|---|
| **Listing 1 – Activity 27:**<br>The clearance of an area of 1 hectares or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for—<br>(i) the undertaking of a linear activity; or<br>(ii) maintenance purposes undertaken in accordance with a maintenance management plan. | 1,5 ha | X | **327** |
| **Listing 2 – Activity 19:**<br>The removal and disposal of minerals, which requires a permission in terms of section 20 of the Mineral and Petroleum Resources Development Act, as well as any other applicable activity as contained in this Listing Notice, in Listing Notice 1 of 2004 or Listing Notice 3 of 2004, required to exercise the permission, including—<br>(a) associated infrastructure, structures and earthworks, directly related to prospecting of a mineral resource [,] ; or<br>(b) [including activities for which an exemption has been issued in terms of section 106 of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002)] the primary processing of a mineral resource including winning, extraction, classifying, concentrating, crushing, screening or washing;<br>but excluding the secondary processing of a mineral resource, including the smelting, beneficiation, reduction, refining, calcining or gasification of the mineral resource in which case activity 6 in this Notice applies. | 1,5 ha | X | **325** |

## ii) Description of the activities to be undertaken

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(d)(ii)***

**Table 2:** Description of Activities to be followed

| Activities | Description of phases | Associated structures and infrastructures |
|---|---|---|
| **Phase 1** | Geological desk top studies in order to confirm the area of interest. Further filed word test ting and mapping of the possible reserve and gravel runs in order to confirm the areas for test pits. | |
| **Phase 2** | In Phase 1 test pits will be made (1 m x 2 m x ± 3 - 5m deep), on a grid of 100 x 100meters and where necessary on a 50 x 50 meters grid where the gravel outcrops. This test pits are made with a 30 ton excavator, to determine if any diamond bearing gravel does occur. This test pits will be closed up immediately before the excavator move on to the next one. It is envisaged that 150 test pits will be excavated and **24 Months are needed for Phase 2.** | The topsoil and grass will be cleaned on the small area of 1 m x 2 m x 3 m where the test pits will be excavated. After evaluation of the gravel the test pit will be closed. Rehabilitation of the test pits back to original land capability/use with topsoil and proper leveling |
| **Phase 3** | In order to determine if the gravel does have diamonds the gravel needs to be taken out and tested, by putting it through the washing process or DMS plant. Trenching will be used to open the gravel in order to get a representative sample for testing. The trenches will be 50 x 20 x ± 3 m (deep). In one trench ± 3000m³ (4800 ton) gravel will be exposed and tested with a 16 feet washing pan at a rate of 10m³ (16 ton) an hour.<br>The total prospecting area is 3886 hectares, thus it is anticipated that a total of 48 000m³ (76 800ton) will be excavated and 40 000m (gravel) will be tested by making trenches on different locations over the whole prospecting area, where the possibility of diamond bearing gravel were identified with the test pits. Taken at an 8 hour working day, 5 days a week and 20 days a month, the applicant will be able to process 1600m³ a month. The moving of the pan and **processing of 40 000m³ will take about 36 months for Phase 3.** | After evaluation of the gravel the test pit will be closed. Rehabilitation of the test pits back to original land capability/use with topsoil and proper leveling.<br>Envisages equipment required:<br>1 x excavator<br>1 x frond-end loader<br>1 x 16 feet pan<br>1 x power plant<br>Plastic pipes and water pumps |

## e) Policy and Legislative Context

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(e)***

| APPLICABLE LEGISLATION AND GUIDELINES USED TO COMPILE THE REPORT | REFERENCE WHERE APPLIED |
|---|---|
| National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA)<br>Submitted for Environmental Authorizations in terms of the National Environmental Management Act, 1998 and the National Environmental Management Waste Act, 2008 in respect of Listed Activities that has been triggered by applications in terms of the Minerals and Petroleum Resources Development Act, 2002 (As mentioned). | Activity 20, Listing 1<br>Activity 19, Listing 2 |
| National Environmental Management Act, 1998 (Act 107 of 1998):<br>Environmental Impact Assessment Regulations, 2014 (G38282 – R982-985)<br>EA Authorization and EIA/EMP. Submit documents that will describe the impacts and sustainable mitigation thereof.<br>Compliance to Act and Regulations during course of activities. Show impacts and mitigation thereof. | Regulation 21 |
| National Water Act, 1998 (Act 36 of 1998)<br>Application for Water abstraction for prospecting use | Section 21 (a) |
| Conservation of Agricultural Resources Act No 43 of 1983<br>Compliance to Act and Regulations during course of activities. Stabilization of soil after rehab to be sustainable with no erosion. Eradication of declared weeds | Section 29 |
| National Heritages Resources Act, 1999 (Act 25 of 1999)<br>Compliance to Act and Regulations during course of activities. Ensure that no graves or heritage site will be disturbed, | Section 36 |

## f) Need and desirability of the proposed activities.

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(f)***

The applicant believes that the applied area has prospects for: *Alluvial Diamonds (DA)* as applied for. The possible employee positions that could emerge could also be a great opportunity for revenue generation in this rural area. The desirability of this project can be motivated as the application area is amongst other mining and prospecting activities, indicating the potential for alluvial diamonds being also present and the fact that there have be previously worked over the application area. As can be seen there have been numerous prospecting/mining activities along the surface water stream that runs on the eastern side of the application area, see **Figure 5** below. It is however anticipated that the impacts that will be caused by the activities can be mitigated and rehabilitated. The specific activities as listed will be on this 3886 ha application area specific according to the sketch plan. The duration of the activities will be 5 years.

**Figure 5:** Previous disturbance along surface water run


## g) Period for which the environmental authorization is required

Five (5) years.

## h) Description of the process followed to reach the proposed preferred site.

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix 2 – 2. (1)(h)***

The prospecting area was identified through aerial photographs. The extent of the prospecting area will be 3886 hectares. Information from Geological surveys will be used in order to determine where the test pits will take place. This will in turn help to determine the boundaries of the proposed prospecting area for more detailed surveying.

**PHASE 1:**

Geological desk top studies in order to confirm the area of interest. Further field work and mapping of the possible reserve and gravel runs in order to confirm the areas for test pits.

**PHASE 2:**

In Phase 1 test pits will be made (1 m x 2 m x ± 3 - 5m deep), on a grid of 100 x 100meters and where necessary on a 50 x 50 meters grid where the gravel outcrops. This test pits are made with a 30 ton excavator, to determine if any diamond bearing gravel does occur. This test pits will be closed up immediately before the excavator move on to the next one. It is envisaged that 150 test pits will be excavated and 24 Months are needed for Phase 2.

**PHASE 3:**

In order to determine if the gravel does have diamonds the gravel needs to be taken out and tested, by putting it through the washing process or DMS plant. Trenching will be used to open the gravel in order to get a representative sample for testing. The trenches will be 50 x 20 x ± 3 m (deep). In one trench ± 3000m³ (4800 ton) gravel will be exposed and tested with a 16 feet washing pan at a rate of 10m³ (16 ton) an hour. The total prospecting area is 3886 hectares, thus it is anticipated that a total of 48 000m³ (76 800ton) will be excavated and 40 000m (gravel) will be tested by making trenches on different locations over the whole prospecting area, where the possibility of diamond bearing gravel were identified with the test pits. Taken at an 8 hour working day, 5 days a week and 20 days a month, the applicant will be able to process 1600m³ a month. The moving of the pan and processing of 40 000m³ will take about 36 months for Phase 3.

## i) Details of all alternatives considered.

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(i)***

Alternative is not applicable. The current land is natural vegetation and cultivation fields (under irrigation) and historical disturbed areas over the far eastern corner of the farm Klipfontein 263 HO. Thus the option to prospect the area will be an alternative land use over some of the areas. The applicant, **Kridyn Boerdery (Pty) Ltd**, is not interested in any other alternative land use over this land aside for the prospecting for *Alluvial Diamonds (DA)*, or any other activity, or method use other than prospecting in the conventional way, which is the most cost effective.

(a) the property on which or location where it is proposed to undertake the activity

There are no alternative for the property as the application is for this area only. The prospecting focus area will only be determined after Phase 2 is completed. And the whole of the application area will systematically be prospected eventually. There are no alternative sites as the whole of the application area was identified as being favourable to bear *Alluvial Diamonds (DA)*.

(b) the type of activity to be undertaken

The type of activity is in line with the submitted Prospecting Work Programme (PWP). *Alluvial Diamonds (DA)* prospecting normally uses the opencast prospecting method in order to access the mineral where after it is tested. Testing will be done on site by use of washing pans. There are no alternatives to the testing of the mineral as this is the conventional manner in which it is done. Better technology requires bigger volumes to be processed and this will not be possible under a prospecting right. As this is only prospecting operation it will be the basic opencast method with associated machinery.

(c) the design or layout of the activity

The layout of the activity will and can only be on the application area as per sketch plan as submitted with the application. And the whole of the application area will systematically be prospected eventually. There are no preferred sites as the whole of the application area was identified as being favourable to be tested. This prospecting operation will also not be a static operations as the whole of the application area will be tested via test pits on a grid basis in order to determine where the possible *Alluvial Diamonds (DA)* run. They will perhaps have a temporary office building and but the gravel to be tested will be done next to the open excavations. There will also be temporary chemical toilets on the site for ablution facilities. There will not be services to machinery done on site and in case of emergency it will be done over a PVC lining. This operation will be a basic small scale prospecting layout, with minimal temporary infrastructure and just the necessary equipment.

(d) the technology to be used in the activity

The technology used in the activity will be as described in the PWP and the best options will be determined by the applicant, which will be test pits and bulk sampling through trenching. The technology used with regards to the testing of the *Alluvial Diamonds (DA)* is putting it through a washing plant. The washing plant will be set up next to the current open excavation and will only be moved once the excavation is closed up. Phase 2 will be test pits and this will use an excavator to open pits which will only be visually inspected by the geologist, there are not much alternatives for this activity, Phase 3 will be excavation of a representative bulk sample and this will be done by conventional opencast excavations. The technology used in the activity will as described in the Prospecting Programme and the best options will be determined by the applicant. They will basically be using excavators to open the test pits and take out bulk samplings,

as well as a front-end loader to move the material to be tested to the washing pan.

(e) the operational aspects of the activity, and

The operational aspect is only the prospecting for *Alluvial Diamonds (DA)* on this specific area, making use of a test pits and bulk sampling through trenching. Operations will be done through systematically test pits that will be made with a back-actor of the whole application area. Doing concurrent rehabilitation, meaning that as soon as the gravel in a test pit is inspected it will be placed pack and the pit will be closed up and topsoil will be replaced. Where trenches were made and tested was completed the excavation will be backfilling before the next excavation will be opened and the topsoil will be removed and spread over the closed up excavation, thus creating a rollover effect. The importance will be to prospect the whole of the area not leaving any patches, but rather test the reserve systematically so that proper concurrent rehabilitation can take place.

(f) the option of not implementing the activity

This option might only be possible if the applicant decide to abandon the project. If this application is not implemented the current landowners will just continue with existing agricultural activities which is grazing and cultivation. Thus not exploiting the mineral reserve and somebody else can apply.

## ii) Details of the Public Participation Process Followed

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(ii)***

The process as described by NEMA for Environmental Authorization was followed. See **Table 3** below for the identification of Interested and Affected Parties to be consulted with. The landowner (***Rorich's Hoop Trust & Welgeval Trust***) and the direct neighbours were consulted personally and through letters that was given to them by hand. The result of this consultation and responses as received are all attached under **Appendix 2**. An advertisement was placed in the local newspaper of Stellalander Newspaper of 4 August 2021, see copies of these attached. Notice was put up at the entrance to the application area, where all passers-by are invited to give through their comments of objections toward the proposed application. A copy of the Scoping Report was sent to all the State Departments. See proof of consultation under **Appendix 2**.

**Appendix 2** – Proof of consultation

## iii) Summary of issues raised by I&AP's

*In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(iii)*

**Table 3:** Interested and affected Party Consultation

| Interested and Affected Parties<br>List the names of persons consulted in this column, and<br>Mark with an "X" where those who must be consulted were in fact consulted. | | Date sent and/or Comments Received | Issues raised | EAP's response to the applicant |
|---|---|---|---|---|
| **AFFECTED PARTIES** | | | | |
| **Landowner/s** | X | | | |
| Kridyn Boerdery (Pty) Ltd<br>P.O. Box 583, Schweizer-Reneke, 2780<br>Cell: 083 308 4358 E-mail: William@lantic.net<br>(Landowner on Portion 2 of Paardenpan & Remainder, Portion 1 & 2 of Honi-Soit-Qui-Mal-Y-Pense was previously Rorichs Hoot Trust) | | 2 August 2021 | No objection, as the landowner purchased the land from Rorichs Hoop Trust<br>See attached the purchase contract . | |
| Kridyn Boerdery (Pty) Ltd<br>P.O. Box 583, Schweizer-Reneke, 2780<br>Cell: 083 308 4358 E-mail: William@lantic.net<br>(Landowner on Re of Portion 2 & Portion 3 of Klipfontein and Re of Portion 1 , Portion 2, 3 & 4 of Vaalboschhoek was previously Welgeval Trust) | | 2 Aug 2021 | No objection as the landowner purchased the land from Welgeval Trust.<br>See attached the purchase contracts. | |
| Lawful occupier/s of the land | | | | |
| | | | | |
| **Landowners or lawful occupiers on adjacent properties** | X | | | |
| A.C. Strauss<br>P.O. Box 636, Schweizer-Reneke, 2780<br>Cell: 083 433 5007 E-mail: aceestrauss@gmail.com<br>(Neighbour on the farm Boschplaats) | | 2 August 2021<br>30 Aug 2021 | No objection<br>See signed consultation letter | |
| Mr. S.F. Bezuidenhout<br>P.O. Box 198, Schweizer-Reneke, 2780<br>Cell: 083 388 5640 E-mail: louise.bez5@gmail.com<br>(Neighbour on the farm Klipfontein) | | 2 August 2021<br>27 Aug 2021 | No objection<br>See signed consultation letter | |
| Mr. W.J. van Zyl<br>P.O. Box 16, Christiana, 2680<br>Cell: 083 668 4245 E-mail: VZYWJ@gmail.com<br>(Neighbour) | | 2 Aug 2021<br>2 Sep 2021 | No objection<br>Request to use water responsibly. | |
| **Municipal councilor** | X | | | |
| **Municipality** | X | | | |
| Lekwa-Teemane Local Municipality<br>LED officer: Pakiso Leshage<br>Tel: 053 441 2206 Fax: 053 441 3735 | | 2 August 2021<br>13 Aug 2021 | Consultation letter sent via E-mail to Mr. Leshage | |
| Organs of state (Responsible for infrastructure that may be affected<br>Roads Department, Eskom, Telkom, DWA. | | | | |
| **Eskom** | | | | |
| Communities | | | | |

| | | | | |
|---|---|---|---|---|
| **Dept. Land Affairs** | X | | | |
| KeatbesweMothupi, Office of the Regional Land Claims Commissioner, N W Province; Private Bag X08, Mmabatho, 2735; Fax: 018 389 9641 Tel: 018 388 7170 e-mail: keabetswe.mothupi@drdlr.gov.za | | 2 August 2021<br>4 Aug 2021 | E-mail sent for verification of land claims | |
| Traditional Leaders | | | | |
| N/A | | | | |
| **Dept. Rural, Environment and Agricultural Development** | X | | | |
| Ouma Skosana<br>Agricentre Building, Cnr James Moroka & Stadium Road, Mmabatho, 2735<br>E-mail: oskosana@nwpg.gov.za | | 4 August 2021 | Scoping Report sent with Fastway couriers for comments | |
| **Dept. Water and Sanitation** | X | | | |
| Lerato Mokhoantle<br>28 Central Road, Beaconsfield, Kimberley, 8301<br>Tel: 053 830 8800 Cell: 053 830 8800 | | 4 August 2021 | Scoping Report sent with Fastway couriers for comments | |
| **Dept. Agriculture, Forestry and Fisheries** | X | | | |
| Maurice Vuyega<br>Louis le Grange Building, Cnr Peter Mokaba & Wolmarans street,3rd Floor, Office nr 318, Potchefstroom, 2520<br>Tel: 018 294 3343; E-mail: MauriceV@daff.gov.za | | 4 August 2021 | Scoping Report was sent with Fastway couriers for comments. | |
| **Other Competent Authorities** | X | | | |
| | | | | |
| OTHER AFFECTED PARTIES | | | | |
| | | | | |
| INTERESTED PARTIES | | | | |
| | | | | |

**Notice published in the Stellalander Newspaper of 4th August 2021**

## iv) The Environmental attributes associated with the sites

### (1) Baseline Environment

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(iv)***

**Introduction**: The purpose of this section is to provide information on the environment in which the proposed prospecting activities will take place, with a view to identify sensitive issues/areas, which need to be considered when conducting the impact assessment. The application is over: *Paardenpan 260 HO: Portion 2. Klipfontein 263 HO: Remaining Extent of Portion 2, Portion 3. Vaalboschhoek 264 HO: Remaining Extent of Portion 1, Portion 2, Portion 3. Republiek 274 HO: Portion 4. Honi-Soit-Qui-Mal-Y-Pense 275 HO: Remaining Extent, Portion 1, Portion 2.* This area consists of natural vegetation and centre pivots under irrigation and previously disturbed areas.

**Magisterial District:** Christiana is an agricultural town on the banks of the Vaal River in North West province, South Africa. The town is located on the N12 national route between Bloemhof and Warrenton, on the way to Kimberley. It is the administrative centre and seat of Lekwa-Teemane Local Municipality. And further fall under the Dr Ruth Segomotsi Mompati District Municipality. Course: https://en.wikipedia.org/wiki/Christiana.

**Direction from neighbouring town:** Since this area is fairly big access to the application area can be gain by various local roads: to the farm Rebubliek & Honi-Soit-Qui-Mal-Y-Pense (-27.595871, 25.218117) from the R506 between Christiana and Schweizer-Reneke on the Biosmboi gravel roads ± 46.5 km out of Christiana, to the farm Vaalboschhoek (-27.576668, 25.200494) and Klipfontein (-27.527713, 25.236213) via N12 between Christiana and Bloemhof on the Vuurfontein gravel road ±53 km out of Christiana and to the farm Paardenpan 260 HO from the R506 between Christiana and Schweizer-Reneke on the Pokwani gravel roads ± 45.3 km out of Christiana.

**Longitude (approximate centre of prospecting site):** 25.204826°E
**Latitude (approximate centre of prospecting site):** -27.574839 °S

**Existing Surface Infrastructure:** The application area is situated over a rural area in the *Christiana* district of the North West Province. The area is mostly under natural vegetation with various dry pans and *± 140 ha under centre pivots*. A small portion of the application area over the remaining extent of Portion 2 of the farm Klipfontein 263 HO looks as if it was *previously mined* and was *left unrehabilitated*, about ± 85 ha. The infrastructure over the application area is typical of farm infrastructure. Over the farm Klipfontein 263 HO: there are one farmstead and workers houses and associated farm infrastructure. There are three centre pivots under irrigation which amounts to ±73 ha along the northern boundary. There are also four cement dams and two dry pans over this farm. The far most north-eastern portion of the farm looks to have been mined previously and was left unrehabilitated. The rest of this farm is under natural vegetation. Over the farm Vaalboschhoek 264 HO: there are various smaller and bigger centre pivots, which amount to about ±66 ha. If also appears as if there were smaller cultivated field that was withdrawn from cultivation. There is also a cement dam ans dry plan near point "U". The rest of this farm is under natural vegetation. Over the farm Paardenpan 260 HO: the whole of this farm is under natural vegetation and there is two cement dams. Over the farm Honi-Soit-Qui-Mal-Y-Pense 275 HO: the whole of this farm is under natural vegetation and there is one cement dams and two dry pans. There is no other infrastructure over this application area beside for local gravel roads, farms roads, fences and Eskom power line, which run along the gravel road. Since this area is fairly big access to the application area can be gain by various local roads to the farm Rebubliek & Honi-Soit-Qui-Mal-Y-Pense from the R506 between Christiana and Schweizer-Reneke on the Biosmboi and Pokwani gravel roads, the the farm Vaalboschhoek and Klipfontein via N12 between Christiana and Bloemhof on the Vuurfontein gravel road. See **Appendix 1 (d)** – for Google Earth Images indicating existing Infrastructure.

(a) Type of environment affected by the proposed activity.

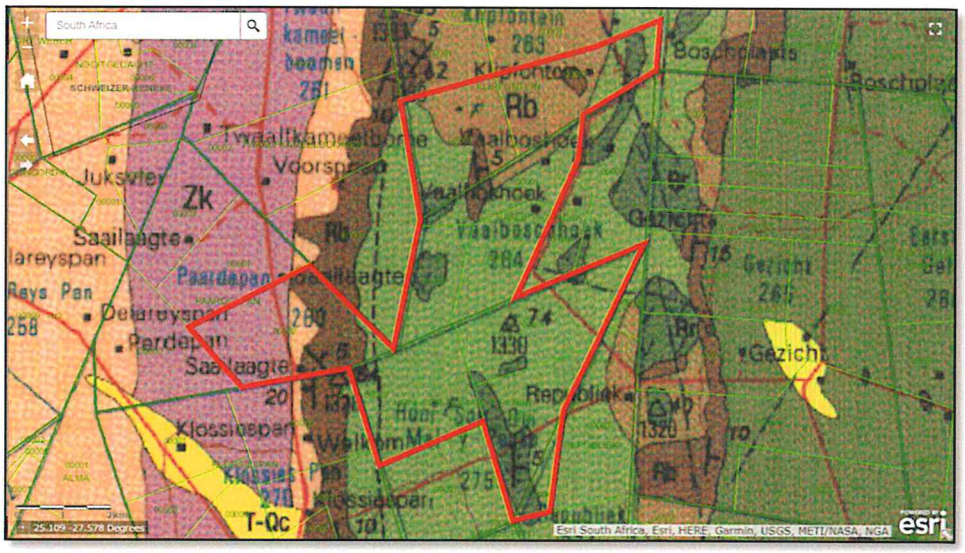
Because of the extent of this application area it falls over two veld types: *SVk 3 Schweizer-Reneke Bushveld* over most of the farm Klipfontein 263 HO, RE/1 & Port. 3 of Vaalboschhoek 264 HO and Port. 1 of Honi-Soit-Qui-Mal-Y-Pense 275 HO and *SVk 4 Kimberley Thornveld* over the the rest of the application area.

**Distribution**: SVk3: North-West Province: Schweizer-Reneke area in the east to Amalia in the west and from the farming areas of around Broedersput in the north to Never Mind (Christiana District) in the south. Altitude 1 250 -1 400 m.
SVk4: North-West, Free State and Northern Cape Provinces: Most of the Kimberley, Hartswater, Bloemhof and Hoopstad Districts as well as substantial parts of the Warrenton, Christiana, Taung, Boshof and to some extent the Barkly West Districts. Also includes pediment areas in the Herbert and jacobsdal Districts. Altitude 1 050 -1 400 m.

**Climate:** SVk3: Rainfall in summer with very dry winters. MAP about 440-520 mm. Frost frequent in winter.
SVk4: Summer and autumn rainfall and very dry winters. MAP from about 300 mm in the southwest to about 500 mm in the northeast. Frost frequent in winter. Mean monthly maximum and minimum temperatures for Kimberley 37.5°C and -4.1°C for January and July, respectively. Corresponding values for Vaalharts-Agr 37.4°C and -3.9°C, respectively. The maximum temperature in summer are between 29.3°C – 31°C and winter minimum can go as low as between 4°C – 5.5°C. The averages first day of frost is 11-20 April and last day of as late as 1-10 September.

**Geology & Soil:** SVk3: Andesitic lavas of the Allanridge Formation of the Christiana Supergroup, sometimes covered with silcrete or calcrete of the Kalahari Group. Deep (0.9-1.2 m) sandy soils, with Hutton and Clovelly the dominant soil forms. Land types Ah and Ae and some Be.
SVk4: Andesitic lavas of the Allanridge Formation in the north and west and fine-grained sediments of the Karoo Supergroup in the south and east. Deep (0.6-1.2 m) sandy to loamy soils of the Hutton soil form (Ac and Ah land types) on slightly undulating sandy plains. See **Figure 6** below for generalized geology of the area.

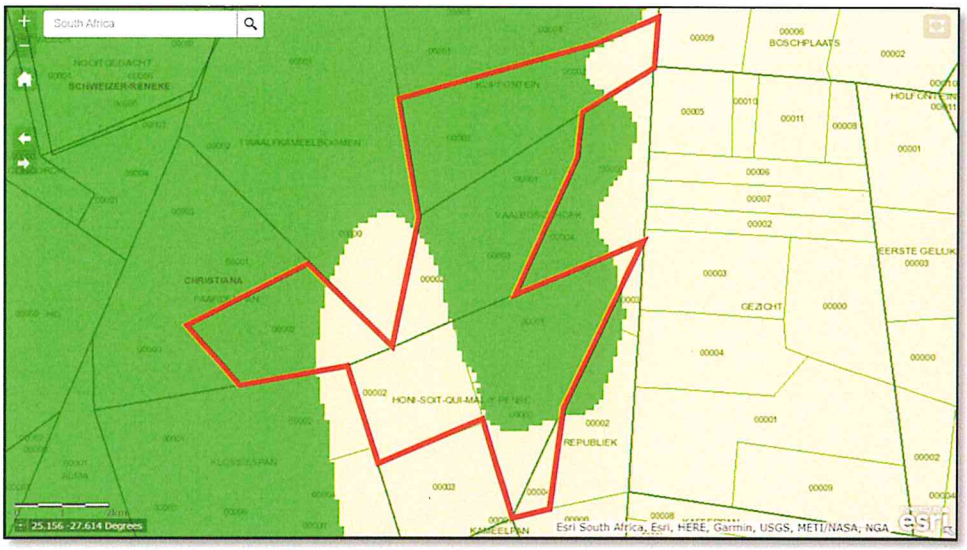
**Figure 6:** *Generalized geology of the application area*




**Vegetation [Flora] and Landscape Features:** SVk3: Plains, slightly undulating plains and some hills, supporting open woodland with a fairly dense shrub layer, with trees *Acacia erioloba*, *A. Karroo*, *A. tortills*, *Rhus lancea* and shrubs *A. hebeclada*, *Diospyros lycioides*, *Grewia flava*, *Tarchonanthus camphoratus*.
SVk4: Plains often slightly irregular with well-developed tree layer with *Acacia erioloba*, *A. tortilis*, *A. karroo* and *Boscia albitrunca* and well-developed shrub layer with occasional dense stands of *Tarchonanthus camphoratus* and *A. mellifera*. Grass layer open with much uncovered soil.

The grazing capacity was set at between 8-10 ha/LSU (1993) & actually improved to 4-7 ha/LSU (2016). ±140 ha is under irrigation and the rest of the application area is under natural vegetation. The land capability over western part of Paardenpan, biggers part of Klipfontein, most of the famr Vaalbechhoek and northern-eastern part of Honi-Soit-Qui-Mal-Y-Pense are classified as being moderate potential arable land, this is also the area where the existing cultivated fields are. The southern side ans western side of Honi-Soit-Qui-Mal-Y-Pense, the western corner of Vaalbechhoek and the eastern side of Paardenpan are all classified as being non-arable land. See **Figure 7** for Land Capability Map.

**Figure 7:** *Land Capability*




Furthermore according to the DEDACT's (Department of Economic Development, Environment, Conservation and Tourism's) new screening tool the footprint of this application area, although only mall scale mining, are classified as per **Table 4** below. See **Appendix 3** for full report.

**Appendix 3** – NEMA Screening Tool Report

**Table 4: DEDACT - Screening Report**

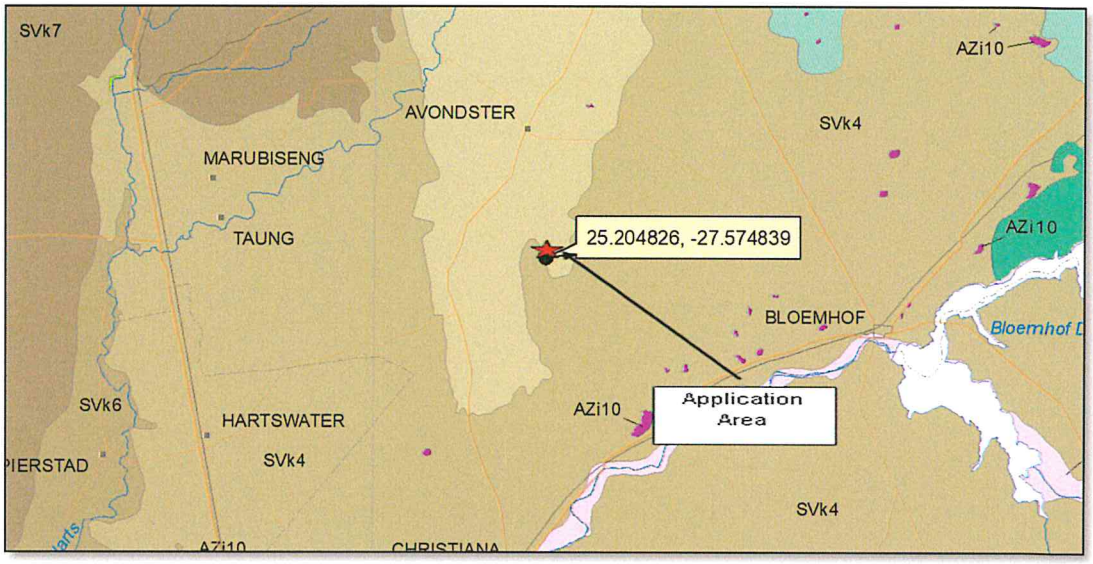
| Theme | Very High sensitivity | High sensitivity | Medium sensitivity | Low sensitivity |
|---|---|---|---|---|
| Agriculture Theme | X | | | |
| Animal Species Theme | | X | | |
| Aquatic Biodiversity Theme | X | | | |
| Archaeological and Cultural Heritage Theme | | | | X |
| Civil Aviation Theme | | | | X |
| Defence Theme | | | | X |
| Palaeontology Theme | | | X | |
| Plant Species Theme | | | X | |
| Terrestrial Biodiversity Theme | X | | | |

According to the screening report the *environmental sensitivity* of the proposed site indicates that the area is west of an old dry surface water stream areas and was identified as being a highly sensitive area because of the uniqueness of the plant and animal life around this area and destroying these environments can have a detrimental effect on the general surface water flow. *Aquatic biodiversity sensitivity* & *Terrestrial biodiversity sensitive* was classified as being *very high* sensitive, because this area is fairly arid and the maintenance and conservation of the surface water body need to be maintained as this is the main natural source of water for agriculture and livestock watering. All prospecting activities need to be kept 100 m horizontally way from any surface water body, its banks and wetland area associated with it. This has however **not** been the case for the past 14+ years and has this stream area already been severely disturbed. *Agricultural sensitivity, Animal species sensitivity, Archaeological and cultural heritage sensitivity and Palaeontology sensitivity* was also classified as very high to high sensitive because as a result of the characteristics of the environment being fairly arid, low potential agricultural soil and soils being very susceptible to erosion, it makes it very important

to handle all available topsoil with high importance. There are no know site of archeological or cultural heritage sites over this area.

According to VEGMAP (2006) the area is classified as part of the [SVk3] Schweizer-Reneke Bushveld VT 16 Kalahari Thornveld and Shrub Bushveld (89%) (Acocks 1953). LR 32 Kimberley Thorn Bushveld (88%) (Low & Rebelo 1996) and [Svk4] Kimberley Thornveld VT 16 Kalahari Thornveld and Shrub Bushveld (50%) (Acocks 1953). LR 32 Kimberley Thorn Bushveld (74%) (Low & Rebelo 1996). See **Figure 6** below. Below is a summary of the plant species that may occur over the surrounding undisturbed areas, which in turn can be a source for regrowth of natural species once mining, have totally ceased over this area.

***Figure 8:*** *VEGMAP classification: [SVk3] Schweizer-Reneke Bushveld & [Svk4] Kimberley Thornveld*




***Important Taxa*** - SVk3: Tall Tree: *Acacia erioloba* (d). Small Trees: *Acacia karroo* (d), *A. tortilis* subsp. *heteracantha* (d), *Rhus lancea* (d). *Tall Shrubs*: *Asparagus laricinus(d), Diospyros lycioides* subsp. *lycioides* (d), *Grewia flava* (d), *Tarchonanthus camphoratus* (d), *Diospyros pallens, Ehretia rigida* subsp. *rigida, Gymnosporia buxifolia, Rhus tridactyla.* Low Shrubs: *Acacia hebeclada* subsp. *hebeclada* (d), *Aptosimum decumbens, Chrysocoma ciliata, Gnidia polycephala, Pentzia viridis.* Woody Climber: *Asparagus africanus.* Graminoids: *Anthephora pubestens* (d), *Digitaria eriantha* subsp. *eriantha* (d), *Heteropogon contortus* (d), *Stipagrostis uniplumis* (d), *Therheda triandra* (d), *Aristida congesta, A. stipitata* subsp. *spicata, Chloris virgata, Cynodon dactylon, Eragrostis biflora, E. rigidior, E. superba, E. trichophora, Sporobolus fimbriatus.* Herbs: *Barleria macrostegia, Hermannia tomentosa, Hibiscus pusillus, Indigofera daleoides, Lippia scaberrima, Osteospermum muricatum, Pollichia campestris, Rhynchosia adenodes.* Geophytic Herbs: *Dipcadi papillatum, Nerine laticoma.* Conservation Endangered. Target 16%.None conserved in statutory conservation areas. Largely (42%) transformed, almost all by cultivation. Erosion is very low. References Smit (2000).

SVk4: Tall Tree: *Acacia erioloba* (d). *Small Trees*: *Acacia karroo* (d), *A. mellifera* subsp. *detinens* (d), *A. tortilis* subsp. *heteracantha* (d), *Rhus lancea.* Tall Shrubs: *Tarchonanthus camphoratus* (d), *Diospyros pallens, Ehretia rigida* subsp. *rigida, Euclea crispa* subsp. *ovata, Grewia flava, Lycium arenicola, L. hirsutum, Rhus yidactyla.* Low Shrubs: *Acacia hebeclada* subsp. *hebeclada* (d), *Anthospermum rigidum* subsp. *pumilum, Helichrysum zeyheri, Hermanniacomosa, Lycium pilifolium, Melolobium microphyllum, Pavonia burchellii, Peliostomum leuco rrhizum, Plinthus sericeus, Wahlenbergia nodosa.* Succulent Shrubs: *Aloe hereroensis* var. *hereroensis, Lycium cinereum.* Graminoids: *Eragrostis lehmanniana (d), Aristida canescens, A. congesta, A. mollissima* subsp. *argentea, Cymbopogon pospischilii, Digitaria argyrograpta, D. eriantha* subsp. *eriantha, Enneapogon cenchroides, E. scoparius, Eragrostis rigidior, Heteropogon contortus, Themeda triandra.* Herbs: *Barleria macrostegia, Dicoma schinzii, Harpagophytum procumbens* subsp. *procumbens, Helichrysum cerastioides, Hermbstaedtia odorata, Hibiscus marlothianus, Jamesbrittenia aurantiaca, Lippia scaberrima, Osteospermum muricatum, Vahlia capensis* subsp. *vulgaris.* Succulent Herbs: *Aloe grandidentata, Piaranthus decipiens.* Biogeographically Important Taxa ([GW]Griqualand West endemic, [K]Kalahari endemic) Low Shrub: *Blepharis marginata*[GW] Succulent Shrub: *Euphorbia bergii*[GW]. Graminoid: *Panicum kalaharense*[K]. Herbs: *Helichrysum arenicola*[K], *Neuradopsis bechuanensis*[K]. Succulent Herbs: *Lithops aucampiae* subsp. *aucamp-iae*[GW], *Tridentea marientalensis* subsp. *marientalensis*[K]. Conservation Least threatened. Target 16%. Only 2% statutorily conserved in Vaalbos National Park as well as in Sandveld, Bloemhof Dam and S.A. Lombard

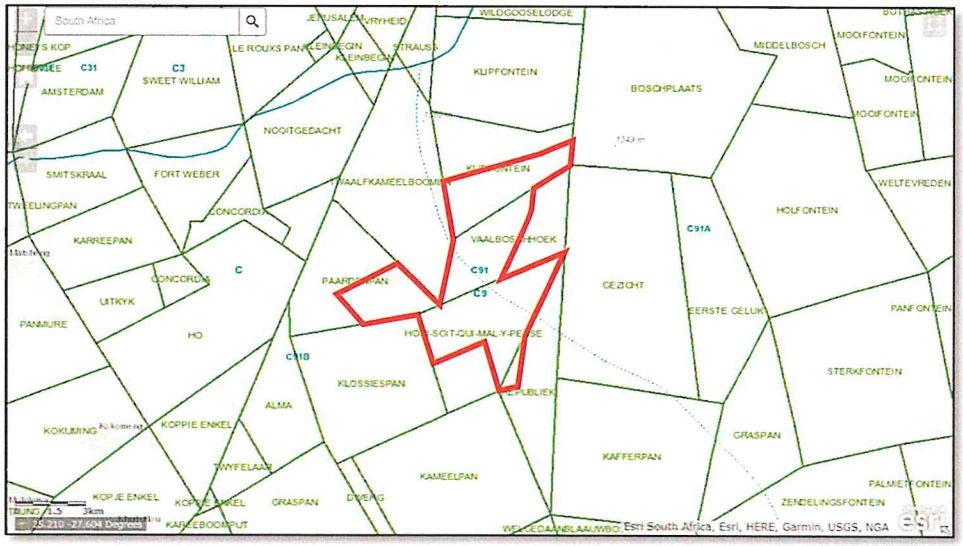
Nature Reserves. Some 18% already transformed, mostly by cultivation. Erosion is very low. Area is mostly used for cattle farming or game ranching. Overgrazing leads to encroachment of *Acacia mellifera* subsp. *detinens*. References Bezuidenhout (1994, 1995), Smit (2000).

**Animal Life [Fauna]:** Not many species were directly observed but the presence of nesting sites in the area is an indication that this area is an acceptable habitat for shelter and food for avian species. The natural animal life occurring over the application area includes but is not restricted to, small animals common in this area. List of mammals which are likely to occur over the project area were derived based on distribution record from the Animal Demography Unit (ADU) web portal: http://vmus.adu.org.za. Animals that is likely to occur here are: *Orycteropus afer* (Aardvark), *Cynictis penicillata (*Yellow Mongoose), *Caracal caracal* (Caracal), *Canis mesomelas* (Black-backed Jackal), *Otocyon megalotis* (Bat-eared Fox), Hystrix *africaeaustralis* (Cape Porcupine), *Herpestes sanguineus* (Slender Mongoose), Steenbuck, *Sylvicapra grimmia* (Bush Duiker), *Phacochoerus africanus* (Common Warthog), *Raphicerus campestris* (Steenbok).

**Topography:** The terrain type is classified: over western part of Paardenpan, biggers part of Klipfontein, most of the famr Vaalbechhoek and northern-eastern part of Honi-Soit-Qui-Mal-Y-Pense are classified as being plains with open hills and ridges. The southern side and western side of Honi-Soit-Qui-Mal-Y-Pense, the western corner of Vaalbechhoek and the eastern side of Paardenpan are all classified as being level plains with some relief. The slope varies but is mainly around ≤ 2 %. The topography over the far north-eastern part of the farm Klipfontein 263 HO has been altered as a result of historical prospecting/mining activities. Most of this area have not been properly rehabilitated and still bears the result of mining/prospecting.

**Surface Water:** This application area fall within the water management area of the **Lower Vaal (10)** and secondary catchment area **C91** and over two tertiary drainage region **C91A & C91B**. There seem to be one old surface water streams over the application area. Refer to **Figure 5** for their position over the application area. It is running between point **"B"** & **"C"** in a south-eastern direction towards point **"D"**, most of the historical and previous mining/prospecting activities has also taken place over this area and is heavily disturbed. According to NEMA's Screening Tool the *Aquatic biodiversity sensitivity* & *Terrestrial biodiversity sensitive* was classified as being very high sensitive, because this area is fairly arid and the maintenance and conservation of this surface water body need to be maintained as this is the main natural source of water for agriculture and livestock watering. All prospecting activities need to be kept 100 m horizontally way from any surface water bodies, its banks and wetland area associated with it. This has however not been the case for the past 14+ years and has this stream area already been severely disturbed, the evidence of this can be clearly seen on the Google Earth Images, see **Figure 5**. The applicant will have to make sure to try and restore this surface runoff of this stream to as near as possible to its historic position.

***Figure 7:*** *Water management area of the Upper Vaal (9)*



***Ground Water:*** There are boreholes on the application area used for stock watering by the landowner as well as probably for irrigation and domestic use. The applicant intends to use water from these current boreholes and water use conversion will be done for mining use. The water uses will be 100m³ a day for the primary processing in the bulk sampling phase. There are three soil dam's used for stock watering, which are probably fed by existing boreholes.

***Air Quality:*** The impact on air quality will occur from test pits, trenches and movement on the roads. This impact will be low and will be monitored and mitigated trough wetting of the roads. This area fall in very rural area and the impact form windblown dust particles, can have just as big an impact. Area where testing are completed must be backfilled and re-vegetated so soon as possible to establish a vegetation layer in order to retain the loose soil fractions

***Noise:*** The impact of noise will be generated by the prospecting equipment. This operation will only be in day time working hours and will have a low impact on current surroundings. And because of the extent of this application area 3886 ha, the sound will get lost and no residence on neighboring farms will be adversely affected. The farmstead is located within the application area near the far most eastern boundary and will they be the most affected by any noise of the prospecting activities. The impact may be greater with regards to wild animals, but they tend to move away toward areas less influenced by noise disturbance.

***Sites of Archaeological and Cultural Interest:*** No graveyard where observed, but this need to be confirmed with the landowner.

***Sensitive Landscapes:*** The dry stream running through top north-eastern part of the application area can be seen as a sensitive area. Although severely disturbed by historical and previous prospecting/mining activities, there is a quality to these ecosystems in and around this stream area that's different form the neighbouring natural grasslands. This area can be seen as a sensitive landscape as the vegetation and soil in and around these areas are normally very different from normal vegetation cover and much more vulnerable to disturbance. All prospecting associated activities should be kept 100 meter horizontally away from this surface water body and it associated riverbanks and wetlands areas.

***Visual Aspects:*** These prospecting activities will be visible to the landowner and neighbours and people travelling on the local roads, if operations come within sight of the road. It will not be visible from any main tourist route.

***Social:*** The proposed activity will employ 7 people. Various social amenities are available close to the operation. These include schools, hospitals churches, recreation facilities as well as a Police Station at Christiana, which is located between 46.5 and 53 km away from the proposed operation.

(b) Description of the current land uses.

The current land use is natural vegetation and cultivated field of which some are under irrigation. There are also areas that was previously mined and that was left unrehabilitated.

(c) Description of specific environmental features and infrastructure on the site.

The application area is situated over a rural area in the Christiana district of the North West Province. The area is characterized as being agricultural land under natural vegetation and cultivated fields (of which some are under irrigation). There seem to be an old surface water streams over the application area. Refer to **Figure 5** for their position over the application area. It is running between point "**B**" & "**C**" in a south-eastern direction towards point "**D**", most of the historical and previous mining/prospecting activities has also taken place over this area and is heavily disturbed. The area is mostly under natural vegetation with various dry pans and *± 140 ha under*

centre pivots. A small portion of the application area over the remaining extent of Portion 2 of the farm Klipfontein 263 HO looks as if it was previously mined and was left unrehabilitated, about ± 85 ha. The infrastructure over the application area is typical of farm infrastructure. Over the farm Klipfontein 263 HO: there are one farmstead and workers houses and associated farm infrastructure. There are three centre pivots under irrigation which amounts to ±73 ha along the northern boundary. There are also four cement dams and two dry pans over this farm. The far most north-eastern portion of the farm looks to have been mined previously and was left unrehabilitated. The rest of this farm is under natural vegetation. Over the farm Vaalboschhoek 264 HO: there are various smaller and bigger centre pivots, which amount to about ±66 ha. If also appears as if there were smaller cultivated field that was withdrawn from cultivation. There is also a cement dam ans dry plan near point "U". The rest of this farm is under natural vegetation. Over the farm Paardenpan 260 HO: the whole of this farm is under natural vegetation and there is two cement dams. Over the farm Honi-Soit-Qui-Mal-Y-Pense 275 HO: the whole of this farm is under natural vegetation and there is one cement dams and two dry pans. There is no other infrastructure over this application area beside for local gravel roads, farms roads, fences and Eskom power line, which run along the gravel road. Since this area is fairly big access to the application area can be gain by various local roads to the farm Rebubliek & Honi-Soit-Qui-Mal-Y-Pense from the R506 between Christiana and Schweizer-Reneke on the Biosmboi and Pokwani gravel roads, the the farm Vaalboschhoek and Klipfontein via N12 between Christiana and Bloemhof on the Vuurfontein gravel road. See **Appendix 1 (d)** – for Google Earth Images indicating existing Infrastructure

(d) Environmental and current land use map.

Current land use on the application area is grazing over natural veld and agricultural cultivation. This is privately owned land. See **Appendix 1(b) -** Infrastructure Map for more detail.

## v) Impacts and risks identified

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(v)***

The proposed project is anticipated to impact on a range of biophysical and socio-economic aspects of the environment. The main purpose of the Scoping Report is to identify and evaluate the significance of these potential impacts and determine how they can be minimized or mitigated.

It should be noted that a comprehensive Environmental Management Program (EMPr) will be developed and implemented to regulate and minimize the direct, indirect and cumulative impacts during the construction and operational phases. The potential environmental impacts identified during the Scoping Phase, which will be investigated further in the Impact Assessment Phase of the project are summarized in **Table 5** on the next page.

**Table 5: Impact significance identification matrix for – Paardenpan 260 HO, Klipfontein 263 HO, Vaalboschhoek 264 HO, Republiek 274 HO & Honi-soit-qui-mal-y-pense 275 H**

| | | | A | B | C | D | E | F | E | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PHASE | Components | ABIOTIC | | | | | | | | | BIOTIC | | | VISUAL | SOCIO-ECONOMIC | | |
| | | Impacts | Geology | Topography | Soil | Land capability | Land use | Surface water | Ground water | Air quality | Noise | Vegetation | Wildlife | Sensitive landscapes | Visual impact | Archaeological & cultural sites | Socio-economic | Affected parties |
| | | Activity, Product or Service | | | | | | | | | | | | | | | | |
| 1 | Construction | Demarcation of mine focuses area. | | | L | M | L | | | | | | M | | M | | | |
| 2 | Construction | Establishment (site preparation, vegetation clearance, topsoil removal and stockpiling) of proper access roads (upgrade existing road), site workshop & storage area (temporary containers), mineral processing plant conveyor, mobile screen and 1 x 16 feet washing pans, generator, ect.) Initial vegetation clearance, topsoil removal & stockpiling next to first opencast/pit/trench within the mine focus area. | | M | H | H | | | M | H | H | H | H | L | M | | L | M |
| 3 | Construction | Establishment of bunded diesel and oil/chemical storage facilities, chemical toilets. | | M | M | H | | M | M | | | M | | | M | | | |
| 4 | Construction | Provision of storage tanks for potable (drinking water) and process water (dust suppression). | | H | H | H | H | L | M | M | H | H | H | M | L | L | | |
| 5 | | Provision of waste handling/disposal facilities (domestic & industrial waste bins. | | | L | | | L | L | | | | | L | | | | |
| 6 | | Fencing –off active prospecting site in as required in terms of the MHSA. Ensure access control (gate), ect. | | | | M | | | | | | | M | | M | | | H+ |
| 7 | Operational | Vegetation clearance, topsoil removal & stockpiling net to opencast/pit/trench within the mine focus area (0.5 ha of surface area disturbed at any given time). | | M | H | H | M | L | | L | | H | L | | L | | M | H |
| 8 | Operational | Mechanically excavating overburden with an excavator and stockpile separately from topsoil dump. Remove gravel with excavator and stockpile on side of trench/pit to load onto trucks. | H | H+ | H | H | H | L | M | L | L | H | L | | L+ | | M | H |
| 9 | Operational | Transport with trucks to mineral processing plant (conveyor, screen, 1x 16 feet washing pans) for processing and sorting of concentrate at set intervals. | | | H | | | L | H | L | L | H | | | M+ | | M | H |
| 10 | Operational | The wet waste tailings coming out of the pans will be pumped to open excavations & porrel dam, from where excess water is re-cycled. Backfilling of excavations (as part of concurrent rehabilitation): the coarse gravel (rough) sifted from the pans will be transported back by front-end-loaders towards all open pits for backfilling. | M | H | H | H | H | H | M | L | L | | | | | | M | H |

| | | | A | B | C | D | E | F | E | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PHASE | Components | ABIOTIC | | | | | | | | | BIOTIC | | | VISUAL | SOCIO-ECONOMIC | | |
| | | Impacts | Geology | Topography | Soil | Land capability | Land use | Surface water | Ground water | Air quality | Noise | Vegetation | Wildlife | Sensitive landscapes | Visual impact | Archaeological & cultural sites | Socio-economic | Affected parties |
| | | Activity, Product or Service | | | | | | | | | | | | | | | | |
| 11 | | Final backfilling of all voids/trenches/pits and loping of overburden dumps (excess material as the result of swell factor). | H+ | H+ | H+ | H+ | H+ | H+ | H+ | L | L | | | | L | | H+ | H± |
| 12 | | Compaction of backfilled sites | | H+ | H+ | H+ | H+ | H+ | H+ | | L | | | | | | H+ | H+ |
| 13 | Decommissioning and closure | Replace and spread all topsoil evenly over backfilled sites. | | | H+ | H+ | H+ | H+ | H+ | H+ | L | H+ | H+ | | H+ | | H+ | H+ |
| 14 | | Establishment of vegetation cover. | | | H+ | H+ | H+ | H+ | H+ | H+ | | H+ | H+ | | H+ | | H+ | H+ |
| 15 | | Removal of all temporary & demolition of all permanent structures (Section 44 of the MPRDA). | | | H+ | H+ | H+ | H+ | H+ | H+ | L | H+ | H+ | | H+ | | H+ | H+ |
| 16 | | Rehabilitation of all access roads, compacted areas, etc. | | | H+ | H+ | H+ | H+ | H+ | H+ | L | H+ | H+ | | H+ | | H+ | H+ |

## vi) Methodology used in determining the significance of environmental impacts

*In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(vi)*

### I. Introduction:

**Table 5** describes and evaluates the effects of the different prospecting projects and the associated activities on the natural and social environments. The different environmental components, on which the project (can/may) have an impact, are:

1. Geology
2. Topography
3. Soil
4. Land Capability
5. Land Use
6. Vegetation
7. Wildlife
8. Surface Water
9. Ground Water
10. Air Quality
11. Noise
12. Archaeological and Cultural sites
13. Sensitive Landscapes
14. Visual Aspects
15. Socio-economic Structure
16. Interested and Affected Parties

**IMPACT ASSESSMENT**

Before the impact assessment could be done the different project activities were identified:

**ACTIVITIES:**

3. Access Roads (Existing farm roads to be upgraded)
4. Temporary office, workshops, ablution facility, water tanks, diesel tanks and other temporary buildings
5. Prospecting equipment ( conveyor, drum screen, washing pans, generator)
6. Stockpiles
7. Overburden dumps
8. Opencast trenches (as part of bulk sampling)
9. Tailings dam (porrel dam)

### II. Environmental Impact Assessment Summary:

- **Environment likely to be affected by the prospecting operation. (See Appendix 1(b) for location)**

| Environmental aspect | Affected | | Not affected |
|---|---|---|---|
| | Negligible | Substantial | |
| 1. GEOLOGY | | X | |
| 2. TOPOGRAPHY | X | | |
| 3. SOIL | | X | |
| 4. LAND CAPABILITY | | X | |
| 5. LAND USE | X | | |
| 6. VEGETATION | | X | |
| 7. WILDLIFE | X | | |
| 8. SURFACE WATER | | | X |
| 9. GROUND WATER | X | | |
| 10. AIR QUALITY | X | | |
| 11. NOISE | X | | |
| 12. SENSITIVE LANDSCAPES | | | X |
| 13. VISUAL ASPECTS | X | | |
| 14. SOCIO ECONOMICS | X | | |
| 15. INTERESTED & AFFECTED PARTIES | X | | |
| 16. ARCHAEOLOGICAL | | | X |

- **Environment likely to be affected by the alternative land use**

Prospecting will be a new land use over this area. The site that is earmarked for prospecting represents ± 1 % of the total area applied for. And it is further not foreseen that prospecting activities would disturbed an area of not more than 1 ha at any given time. The rest of the terrain would continue to be used for agriculture purposes by the landowner.

- **Assessment of the impacts created by the prospecting activity**

Before any assessment can be made the following evaluation criteria need to be described:

*Explanation of **probability** of impact occurrence*

| Probability of | Explanation of probability |
|---|---|
| Very low | <20% sure of particular fact or likelihood of impact occurring. |
| Low | 20 to 39% sure of particular fact or likelihood of impact occurring. |
| Moderate | 40 to 59% sure of particular fact or likelihood of impact occurring. |
| High | 60 to 79% sure of particular fact or likelihood of impact occurring. |
| Very high | 80 to 99% sure of particular fact or likelihood of impact occurring. |
| Definite | 100% sure of particular fact or likelihood of impact occurring. |

*Explanation of **extent** of impact*

| Extend of impact | Explanation of extend |
|---|---|
| Site specific | Direct and indirect impacts limited to site of impact only. |
| Local | Direct and indirect impacts affecting environmental elements within the Christiana area. |
| Regional | Direct and indirect impacts affecting environmental elements within North West Province. |
| National | Direct and indirect impacts affecting environmental elements on a national level. |
| Global | Direct and indirect impacts affecting environmental elements on a global level. |

*Explanation of **duration** of impact*

| Duration of | Explanation of duration |
|---|---|
| Very short | Less than 1 year |
| Short | 1 to 5 years |
| Medium | 6 to 12 years |
| Long | 13 to 50 years |
| Very long | Longer than 50 years |
| Permanent | Permanent |

*Explanation of impact **significance***

| Impact significance | Explanation of significance |
|---|---|
| No impact | There would be no impact at all - not even a very low impact on the system or any of its parts. |
| Very low | Impact would be negligible. In the case of negative impacts, almost no mitigation and/or remedial activity would be needed, and any minor steps, which might be needed, would be easy, cheap and simple. In the case of positive impacts, alternative means would almost all likely to be better, in one or a number of ways, than this means of achieving the benefit. |
| Low | Impact would be of a low order and with little real effect. In the case of negative impacts, mitigation and/or remedial activity would be either easily achieved or little would be required, or both. In case of positive impacts, alternative means for achieving this benefit would likely be easier, cheaper, more effective, less time-consuming, or some combination of these. |
| Moderate significance | Impact would be real but not substantial within the bounds of those which could occur. In the case of negative impacts, mitigation and/or remedial activity would be both feasible and fairly easily possible. In the case of positive impacts, other means of achieving these benefits would be about equal in time, cost and effort. |
| High significance | Impacts of a substantial order. In the case of negative impacts, mitigation and/or remedial activity would be feasible but difficult, expensive, time-consuming or some combination of these. In the case of positive impacts, other means of achieving this benefit would be feasible, but these would be more difficult, expensive, time-consuming or some combination of these. |
| Very high significance | Of the highest order possible within the bounds of impacts which could occur. In the case of negative impacts, there would be no possible mitigation and/or remedial activity to offset the impact at the spatial or time scale for which it was predicted. In the case of positive impacts, there is no real alternative to achieving the benefit. |

## III. Assessment of the nature, extent, duration, probability and significance of the potential environmental, social and cultural impacts of the proposed prospecting operation, including the cumulative environmental impacts.

| ASPECT | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| 1. GEOLOGY | | | | | |
| Nature of the impact | The geology will be destroyed during the opencast prospecting operation.<br>During operation which will be for the next 5 years, the mineral resource (*Diamonds (Alluvial Diamonds)* will be extracted.<br>Waste rock material/overburden material is disposed off/backfilled in existing excavations as part of the prospecting process. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Permanent | | | | An opencast prospecting method will be used to extract bulk samples. Therefore the original geology will be totally destroyed. |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>**2. TOPOGRAPHY** | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | *** Change in landform** :<br>* The prospecting site is situated over two terrain units: over western part of Paardenpan, biggers part of Klipfontein, most of the famr Vaalbechhoek and northern-eastern part of Honi-Soit-Qui-Mal-Y-Pense are classified as being plains with open hills and ridges. The southern side and western side of Honi-Soit-Qui-Mal-Y-Pense, the western corner of Vaalbechhoek and the eastern side of Paardenpan are all classified as being level plains with some relief.<br>*** Disturbance of the surface drainage:**<br>The prospecting of the (*Alluvial Diamonds*) deposits will result in the creation of trenches (50 m x 20 m x ±3 m or less), that act as depressions in the environment that captures run-off. Prospecting activities will be concentrated as indicated on **Figure 3** on the application area (approximately 3 m depth).<br>Normal surface drainage will be disturbed at a given point.<br>Run-off if any will be diverted away from the specific site.<br>All prospecting activities will be kept 100 m horizontally from the dry surface stream. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Very long to Permanent | | | | Bulk sampling trough trenches, etc. |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| **3.1 SOIL** | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | The surface area is characterized by various soil depths. Any construction of infrastructure should be preceded by the removal of all available topsoil. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | In the process of removing topsoil the soil layers are mixed and the structure may be disturbed. |
| Probability | High | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| **3.2 SOIL** | **IMPACTS** | | | | **CUMULATIVE IMPACTS** |
|---|---|---|---|---|---|
| Nature of the impact | The establishment, construction, operation and eventually rehabilitation (demolition) of listed structures such as the access roads, stockpiles /tailings dumps, cause compaction of soil.<br>Some areas already disturbed thus no topsoil.<br>All prospecting activities will be concentrated on the identified prospecting focus area where (*Alluvial Diamonds*) deposits could be found.<br>In the same time a certain surface area is therefore alienated. The active prospecting surface area (alienated) would be restricted within the ±1. ha at any given time (in relation to area of application of the prospecting right of 3886 hectares) for the next 5 years. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Site preparation for additional prospecting sites and the construction, operation of listed infrastructure. |
| Probability | High | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| **ASPECT**<br>**3.3 SOIL** | **IMPACTS** | | | | **CUMULATIVE IMPACTS** |
|---|---|---|---|---|---|
| Nature of the impact | Soil erosion: Due to the fact that certain surface areas would become compacted and this would lead to lesser infiltration of rainwater and more run-off that could cause erosion on bare disturbed surfaces. Erosion would always be possible until such time a vegetation cover is provided during rehabilitation phase. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Very short | | | | When removing topsoil during site preparation, little storm water control structures are in place. If a severe storm hits the area, it may lead to erosion on site. Topsoil stockpiles may be prone to erosion due to lack of vegetation cover.<br>Water control structures may fail or severe rainstorms may cause excessive run-off. |
| Probability | Very low | | | | |
| Significance | Low | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| **3.4 SOIL** | | | | | |
| Nature of the impact | Potential of soil contamination. | | | | None. |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Vehicle/equipment breakages and oil/lubricant /diesel spills may contaminate soil. |
| Probability | Moderate | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| **3.5 SOIL** | | | | | |
| Nature of the impact | Loss of soil structure | | | | None |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | In the process of removing topsoil the soil layers are mixed and the structure may be disturbed. |
| Probability | High | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| **3.6 SOIL** | | | | | |
| Nature of the impact | Loss of soil fertility | | | | None |
| Extent | Site | | | | Activity causing the impact |
| Duration | Short | | | | The mixing of soil during site preparation, compaction and potential pollution (spillages form oil etc.) all may cause this situation. |
| Probability | Definite | | | | |
| Significance | Low | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| **4. LAND CAPABILITY** | | | | | |
| Nature of the impact | **Temporary loss of land capability to support grazing**. The small area (1 ha) where the active prospecting activities occur (trenches, tailings dumps, stock piles, prospecting equipment) etc. will thus be temporary alienated, until the area is rehabilitated.<br>All trenches would be rehabilitated as part of the prospecting process during which trenches are back-filled.<br>If the old areas be re-worked this will make more land available for grazing. The rest of the application area will still be used by the landowner as agricultural land. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Site preparation for additional prospecting sites and the construction, operation of listed infrastructure, the land capability of the active prospecting area will be totally destroyed. |
| Probability | Definite | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| **5. LAND USE** | | | | | |
| Nature of the impact | This is not a new prospecting operation and therefore the land use to support grazing on a certain portion of the 3886 hectares during the next 5 years will be lost. Only a small portions of land (1 ha at a time) would be affected by the prospecting operation relation to the total prospecting right application area of 3886 hectares.<br>All trenches would be rehabilitated as part of the prospecting process during which excavations are back-filled. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long to permanent | | | | Site preparation for prospecting and the construction, operation of listed infrastructure |
| Probability | Definite | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>6.1 VEGETATION | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Vegetation clearance, disturbance and trampling. Destruction of habitats for vegetation. Due to a disturbed ecosystem, bare ground and spreading of exotics can follow. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | The site preparation for new sites, construction of listed infrastructure will cause destruction of habitats for vegetation. Due to a disturbed ecosystem, bare ground and invasion of exotics could further spread. The vegetation needs to be cleared to remove the topsoil. |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>6.2 VEGETATION | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Habitat change, loss of species, spread of alien and invasive species. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Permanent | | | | The change in the current habitat will be mitigated during final rehabilitation. |
| Probability | High | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>6.3 VEGETATION | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Dust coverage of plants. | | | | None |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Heavy trucks and other vehicles on dirt roads, stockpiling, dumping of tailings are mainly responsible for this impact. |
| Probability | High | | | | |
| Significance | Low | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>7.1 WILDLIFE | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Wildlife or wildlife habitat destruction /change / disturbance. | | | | None |
| Extent | Site | | | | Activity causing the impact |
| Duration | Permanent | | | | The flora which normally serves as habitat for animals would be destroyed during site preparation. The increase in activity will temporarily scare other animals. The area will serve as a new habitat after rehabilitation. |
| Probability | Very High | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>7.2 WILDLIFE | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Injury and death to wildlife. | | | | None |
| Extent | Site | | | | Activity causing the impact |
| Duration | Short | | | | The movement of vehicles may kill certain insects, rodents and possible birds. Most of the remaining animal life will however move away due to noise. |
| Probability | Very low | | | | |
| Significance | Low | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>7.3 WILDLIFE | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Restoration of habitat. | | | | None |
| Extent | Site | | | | Activity causing the impact |
| Duration | Short | | | | As rehabilitation progresses the habitat of certain species will be restored/created (Closure objective) Animals will probably only move back when human movement is limited. |
| Probability | Low | | | | |
| Significance | Low | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>8.1 SURFACE WATER | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Increased silt load<br>Clearing topsoil for footprint areas can increase infiltration rates of water to the groundwater system and decrease buffering capacity of soils to absorb contaminants from spills on surface. This can increase the risk of contamination of the groundwater system (increases aquifer vulnerability. | | | | |
| Extent | Local | | | | Activity causing the impact |
| Duration | Short | | | | The clearance of vegetation and the traffic on access roads will all contribute to an increase in the silt load on the prospecting area. |
| Probability | Moderate | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>8.2 SURFACE WATER | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Change in surface water quality<br>Spillages from vehicles and also surface water run-off that is not adequately diverted away from the active prospecting excavations could end-up in the excavations creating problems regarding water quality and hindering the prospecting process.<br>Surface run-off from active prospecting sites (overburden dumps & tailings dam/dump) if not adequately contained on site could end-up in the adjacent undisturbed natural veld.<br>If the natural surface run-off is not adequately diverted in the case of the dry-water course area, prospecting sections it could become silted-up. | | | | |
| Extent | Local | | | | Activity causing the impact |
| Duration | Short | | | | "Dirty / Clean" water systems at facilities like the overburden dumps, roads, trenches, etc. may impact on the quality of the surface water. The water should be contained in the surface runoff control measures provided therefore. |
| Probability | Moderate | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>8.3 SURFACE WATER | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Change in surface water quantity<br>**Water management area (10) : Lower Orange**<br>**The mine falls under the primary drainage region C91 and in quaternary sub-catchment C91A & C91B.** Mining has already had a major impact on this surface water run and have been worked through for many years.<br>Standing water in trenches could as the result of rain/ surface run-off ending up in shallow depressions.<br>All prospecting activities should be kept 100 meter horizontally away from this surface water body. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | It is an operational objective to contain or divert all surface run-offs from the active prospecting trenches area mainly due to pollution (sediment) potential. This will reduce the run-off quantity, although small in comparison with the drainage area in total. |
| Probability | High | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>8.4. SURFACE WATER | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Surface Water Quantity Use<br>No surface water abstraction will take place. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Opencast prospecting operation. |
| Probability | Low | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>9.1 GROUND WATER | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Reduction of groundwater quality<br>Prospecting activities are not likely to impact on local ground-water quality. No chemicals are used during the prospecting process. Handling of waste and transport of building material can cause various types of spills (domestic waste, pit latrines, hydrocarbons) which can infiltrate and contaminate of the groundwater system. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>9.2 GROUND WATER | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Even though abstraction is likely to have a minimal effect on the surrounding groundwater users, this is not a new use as previous mining/prospecting have taken place over the application area, and groundwater levels are expected to continue current trends.<br>Groundwater will be abstracted for potable water supply and processing of the bulk sample. The volume of water needed is small (10 000 Lit/hr) in comparison to other water use and will have a small impact on the surrounding aquifer. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Opencast prospecting operation. |
| Probability | Low | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>10. AIR QUALITY | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Dust will be generated during the prospecting operation (loading with an excavator on to a dump truck) and transportation to the plant (conveyor, drum screen & washing pans) and on gravel/dirt/farm roads.<br>The processing of the gravel is a wet process and therefore minimum dust is generated. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Initial construction work with regard to infrastructure (roads) that involves earth moving equipment. During the phase 2 & 3, dust could be generated as indicated during prospecting. |
| Probability | Moderate | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>11. NOISE POLLUTION | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Noise will be generated during the prospecting operation (loading with an excavator on to a dump truck) and transportation to the plant (conveyor, drum screen & washing pans).<br>The application area itself is located in rural landscape. The impact would be of more importance regarding the direct worker environment that should adhere to the requirements in terms of the Mine Health and Safety Act. | | | | |
| Extent | Local | | | | Activity causing the impact |
| Duration | Long | | | | Earth moving equipment and vehicles (trucks). |
| Probability | Definite | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>12. ARCHAEOLOGICAL AND CULTURAL SITES | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | The terrain is not archaeologically vulnerable. It is unlikely that the proposed development will result in any significant archaeological impact at the site. No graves were identified on site. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Permanent | | | | |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>13. SENSITIVE LANDSCAPE | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | The sensitive landscape over the application area is definitely the Dry stream, its banks, stream area and wetland areas. There have been previous disturbances along this river for many years, which were left unrehabilitated. All prospecting activities must be kept 100 m horizontally away from this stream and associated wetland areas. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Short | | | | The impact on this river area have been continues for many years and have the stream area, plant- and animal life probably adapted to the changing environment over the years. |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | | |

| ASPECT<br>14.VISUAL ASPECTS | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Prospecting will only be visible to landowners, neighbours and people traveling on the local tar road. | | | | |
| Extent | Site | | | | Activity causing the impact |
| Duration | Long | | | | Diamond prospecting operation. |
| Probability | Definite | | | | |
| Significance | Low | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>15. SOCIO ECONOMICS | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Increase in Socio – economic activity at local level.<br>The project in itself would ensure that approximately 7 workers would be assured of a job for some time. Job creation plays a major role in increasing the economic wellbeing of employees and their dependants in the Christiana district.<br>Once all prospecting operations have ceased it would definitely have a negative impact. | | | | The increase in socio-economic activity will add to the current growth and development in Christiana already created by industry and prospecting. |
| Extent | Local | | | | Activity causing the impact |
| Duration | Long | | | | Additional employment opportunities created. |
| Probability | Definite | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>15. SOCIO ECONOMICS | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | The main impact on the landowners is visual impact and the small area of 1 ha that will not be available for agricultural activities at any given time for 5 years. | | | | The economic benefits in terms of investment and the delivery of services in the North West province will get an additional benefit from the project. |
| Extent | Regional | | | | Activity causing the impact |
| Duration | Very Long | | | | |
| Probability | High | | | | |
| Significance | Moderate | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

| ASPECT<br>16. INTERESTED & AFFECTED PARTIES | IMPACTS | | | | CUMULATIVE IMPACTS |
|---|---|---|---|---|---|
| Nature of the impact | Impact of activities on I&AP's<br>Temporary loss of utilization of the prospecting focus areas for agricultural purposes. The long-term benefits far out-weight the current benefits from the current use.<br>No negative impact is expected that could be appropriately mitigated, such as the eventual rehabilitation of the excavations. | | | | |
| Extent | Local | | | | Activity causing the impact |
| Duration | Long | | | | |
| Probability | High | | | | |
| Significance | High | | | | |
| Phase responsible for the impact | Phase 1 | Phase 2 | Phase 3 | Closure | |
| | | X | X | X | |

## vii) The positive and negative impacts that the proposed activity (in terms of the initial site layout) and alternatives will have on the environment and the community that may be affected.

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(vii)***

In terms of the EIA regulations, consideration must be given to alternatives. Alternatives are different approaches and ways of meeting the need, purpose and objectives of a proposed activity. Alternatives may include a location site alternative, activity alternatives, processes or technology alternatives, temporal alternatives etc. the no-go alternative or option is also considered, as it provides the baseline against which the impacts or other alternatives may be compared.

However, for this specific project, no alternatives have been investigated, with the exception of the no-go alternative. The reason for this being that the prospecting right is being applied for the sole purpose of prospecting (*Alluvial Diamonds*) gravels. The no-go option entails the continuation of the current land use (grazing & cultivation) on the study site. The project will contribute towards providing continued jobs for current staff. Should the proposed project therefore not be authorized to proceed, it is anticipated that current employment opportunities will be terminated once the mineral reserves have been depleted.

The no-go option is therefore not a feasible option in this case, as it suggests that the mineral reserves should not be exploited and current employment opportunities should not materialize or be prolonged.

## viii) The possible mitigation measures that could be applied and the level of risk

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(viii)***

Her were no issues raised by any interested or affected parties or any one that was consulted. Up till now no comments were received from the State Departments, if comments still be received it will be addressed in the EIA.

The mitigation measures and technical management action plans which address potential impacts are discussed below.

| Environmental Component | Geology |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| • No mitigation exists except to backfill the excavations with the rock waste material and fine tailings.<br>• As prospecting progressed and the excavation has been back-filled, a certain amount of overburden material and topsoil would be placed on these areas. This will not restore the geology, but will mitigate the impact.<br>• Planned, systematic and thorough prospecting of the mineral resource (*Alluvial Diamonds*) should take place.<br>• Optimal utilization of the mineral resource should take place within the boundaries of the prospecting terrain.<br>• Strip, remove and store soil and overburden as far as practical in an orderly fashion and replace as far as possible on back-filled areas, in the reverse order once decision have been taken that no further prospecting would take place in a particular section or which might still be traversed by vehicles and disturbed in the process. Cognisance should be taken of the fact that bulk sampling would take place by means of an opencast prospecting method until such level is reach / cut-off point is reach where rehabilitation could begin.<br>• Care must be taken that the removal of (*Alluvial Diamonds*) deposits by means of earthmoving equipment is restricted to what is really necessary to achieve the objective. | |

| **EMP Performance Assessment & Monitoring Reporting** |
|---|
| To be included in EMP/EIA. |
| **Closure Objective** |
| Optimal exploration of the mineral resource in order to ensure to facilitate better rehabilitation planning. The overburden and topsoil (where available) must be replaced in a responsible and planned manner in order to achieve some conformity with the surrounding undisturbed area. |

| **Environmental Component** | **Topography** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| • All trenches should be back-filled with waste tailings material and eventually overburden material, covered with a shallow layer of topsoil (if available).<br>• Access to all active bulk sampling excavation areas should be controlled. The active bulk sampling area should be fenced off. The necessary warning signs should be put in place. All prospecting activities should be restricted to the fenced-off area.<br>• Surface run-off control should be put in place at active trenches (preventing water from entering) and also rehabilitated tailings dumps and overburden dumps in order to prevent the loss of growth medium on top of the dumps.<br>Prospecting would be done according to a definite PWP (only disturbing an area that is really necessary). As part of the PWP the handling of tailings material, overburden material, construction of dumps and back-filling of trenches should also form part of it.<br>Rehabilitation of the new topographical landscape in such a way that it would blend in with the surrounding landscape and allow normal surface drainage to continue. As soon as a section of the prospecting site would not be explored anymore it should be rehabilitated (planned and phased manner). | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Rehabilitation of the new and old disturbances topographical landscape in such a way that it would blend in with the surrounding landscape and allow normal surface drainage to continue. Rehabilitation in such a way that the new landscape features would be stable and would not pose any safety hazard to human and animal anymore. | |

| **Environmental Component** | **Soil (topsoil & access roads)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Handling of topsoil as a natural resource:**<br>Any future expansion of the trenches or construction of infrastructure should be preceded by the removal of all available topsoil.<br>The surface of any new areas to be disturbed must be kept to a minimum. All available topsoil/overburden material should be removed and stockpiled for rehabilitation purposes.<br>**Access roads, etc:**<br>The clearing of soil surface areas would be restricted to what is really necessary for the construction of infrastructure.<br>Wherever possible all topsoil should be removed and stockpiled for rehabilitation purposes. Overburden material should also be stockpiled separately if practically possible. Topsoil and overburden material should be transported to an area earmarked for rehabilitation. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The topsoil removed in the site preparation process should be replaced during the rehabilitation exercise. | |

| **Environmental Component** | **Soil (soil compaction)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Soil compaction:**<br>The prospecting operation should only be restricted to what is really required (demarcated area of exploitation) within the fenced-off area. **Access roads** towards the sites would be restricted only to the roads (exiting farm roads & roads established in consultation with the surface owner). No land would be disturbed unnecessarily.<br>Prospecting & rehabilitation should be done in a well-planned manner (according to a PWP) and in the process ensuring that activities are only restricted to surface areas really required.<br>Compaction of soil surface areas would be alleviated once rehabilitation of certain area starts. Certain roads would probably remain for access (in consultation with the surface owner). Those that would not be required would be ripped and rehabilitated. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Alleviation of compaction of soils would be done during rehabilitation of the prospecting terrain, including roads. | |

| Environmental Component | Soil (Soil erosion) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Soil Erosion:**<br>To take preventive steps against land disturbance like erosion. Implement and maintain cut-off trenches/berms to prevent erosion.<br>**Re-vegetation of exposed soil surfaces** (man-made surfaces on tailings dumps , overburden dumps, disturb surfaces in excavated sites, roads, etc) should happen as soon as a particular activity has ceased in order to act as a sufficient erosion prevention measure. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No soil erosion must be visible and no potential for soil erosion must be present at closure. | |

| Environmental Component | Soil (Soil contamination) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Potential for soil contamination:**<br>Vehicles to be inspected to ensure no oil and hydraulic fluid leaks occur.<br>All oil spills on soil to be removed and bio-remediate immediately (certain commercial products are available such as Terrasorb or it could be rehabilitated by means of the application of fertilizer and turn with a spade from time to time in order to enhance the natural occurring soil microbial activity).<br>No servicing of vehicles must occur except on a concrete floor or over PVC lined area in an area allocated for that. Training w.r.t pollution hazards and their impact on the environment must be given as part of induction training.<br>An incidence register for this purpose must be kept.<br>Drip trays must be available and used where emergency repairs is done. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No soil contamination must be visible or known before closure can be given. | |

| Environmental Component | Soil (Soil structure) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Change in Soil structure:**<br>Ensure that all available (if any) topsoil is carefully removed in different areas.<br>The soil must also be compacted as backfilling is done.<br>No unnecessary driving outside the active prospecting area is allowed due to soil compaction that may occur.<br>Use organic material e.g. manure to restore the soil structure during rehabilitation.<br>Ensure that the rehabilitation plan makes provision for ripping of roads and spreading of organic material and that this is used during rehabilitation. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No compaction of any roads or any other area must be present during closure. If the soil structure is disturbed mitigation measures e.g. the use of organic material, lime and fertilizers must be implemented to restore the soil structure. | |

| Environmental Component | Soil (Soil fertility) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Soil fertility:**<br>Little can be done to preserve the moisture status of the soil once it is exposed. The soil must be used for rehabilitation as quickly as possible.<br>The soil on the rehabilitated area must be analysed to determine the deficiencies and fertilizer and lime must be ploughed into the soil to restore its fertility, if necessary.<br>Ensure that stockpiled soil is kept clean and where possible ensure that the topsoil is treated with organic material and fertilized.<br>Do not use stockpiled soil for any other purpose but for rehabilitation.<br>Do not use topsoil to construct roads.<br>Ensure the rehabilitation plan makes provision for fertiliser.<br>Make sure rehabilitated topsoil is analyzed in a laboratory. The type of fertilizer would depend on a soil analyses and fertilizer recommendation. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The soil must be fertile enough to sustain vegetation. | |

| Environmental Component | Land Capability |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| The disturbance of land must be restricted (kept to a minimum) to the planned fenced-off, active prospecting site only. Remove topsoil where it is available.<br>Take care that roads needed are restricted to one entry to the area for prospecting purposes. If new land is used for roads to enter the area it must be done in consultation with the surface owner.<br>All rehabilitation will be done according to the final rehabilitation plans after approval by the Department of Mineral Resources (DMR). Topsoil will be placed in areas where it was removed and the areas will be re-vegetated accordingly. Ensure that the rehabilitation plan is implemented. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Rehabilitated to the state that it is suitable for the predetermined and agreed land capability. | |

| Environmental Component | Land Use |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| The disturbance of land must be restricted (kept to a minimum) to the planned active, fenced-off prospecting site only. Remove topsoil where it is available.<br>Take care that roads are the only areas used to enter the area for prospecting purposes. If new land is used for roads to enter the area it must be done in consultation with surface owner.<br>All rehabilitation will be done according to the final rehabilitation plans after approval by the Department of Mineral Resources (DMR). Topsoil will be placed in areas where it was removed and the areas will be re-vegetated accordingly. Ensure that the rehabilitation plan is implemented. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The opencast section requires the land to be totally disturbed. The replacement of tailings material, overburden and topsoil would ensure that the land is able to support some grazing. | |

| Environmental Component | Vegetation |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| No mitigation exists except to replace the vegetation by reseeding of grasses and natural growth.<br>Prospecting should be done in a well-planned manner (according to a PWP) and in the process ensuring that activities are only restricted to surface areas really required. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| During rehabilitation indigenous vegetation cover comprising of local plant species should be established in order to ensure a well-adapted sustainable plant cover that would be able to prevent erosion of the replaced topsoil on the disturbed prospecting site exposed surfaces, tailings dumps, etc.). | |

| Environmental Component | Vegetation |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Habitat change, loss of species, spread of alien and invasive species:<br>No mitigation exists except to replace the vegetation by reseeding of grasses.<br>Prospecting should be done in a well-planned manner (according to a PWP) and in the process ensuring that activities are only restricted to surface areas really required.<br>***Develop and implement an invasive and alien control programme to control the spread of weeds and other invasive species.***<br>Eradicate exotic weeds and invader species if it invades the terrain. All illegal invader plants and weeds shall be eradicated as required in terms of Regulation 15 & 16 of the Act on Conservation of Agricultural Resources, 1983 (Act no. 43 of 1983) which list the plants.<br>An invasive and alien control programme must be implemented by the mine. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No invasive and alien species must be present after closure. A post-closure control program must also be implemented. | |

| Environmental Component | Vegetation |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Ensure that all roads on the prospecting site (utilized by prospecting vehicles) are daily sprayed with water to control dust.<br>Site inspections to ensure the spraying are done. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No excessive dust must be present during the normal growth season after closure. | |

| Environmental Component | Wildlife (habitat) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Wildlife or wildlife habitat destruction /change / disturbance :<br>To take care that no new or unnecessary destruction of habitats, other than the demarcated prospecting site should take place.<br>**Restoration of habitat:**<br>Ensure the rehabilitation plan is implemented. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The animal life habitat must be restored after decommissioning. Success will be measured against the extent to which the animals return to the area. | |

| Environmental Component | Wildlife (Injury and death) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Injury and death to wildlife:**<br>Re-establish trees and grass cover as soon as possible during and after prospecting. Fence area off to ensure that no person can enter without permission.<br>Ensure that the rehabilitation plan is compiled and executed. Keep incidence register on killings and disturbances. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The animal life habitat must be restored after decommissioning. Success will be measured against the extent to which the animals return to the area. | |

| Environmental Component | Wildlife |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Make game catching, traps, snares, poaching and any other unnecessary disturbance of animals a disciplinary offence.<br>All staff must undergo basic environmental awareness lecture during induction training.<br>Machine operators and drivers to undergo appropriate level of environmental impact training to ensure they understand their impact on the environment. Ensure all staff working on the opencast section undergo basic lecture during induction phase.<br>Introduce the actions as listed above into disciplinary code as offence. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The post-closure phase must be suitable for further restoration of the newly man-made animal habitat. The area must be stable and acceptable for the return of animal- and plant life. | |

| Environmental Component | Surface Water (quality) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Change in surface water quality:**<br>Storm water control measures must be implemented to divert clean water away from the active prospecting site and keep contaminated water contained.<br>Water control structures must be well designed and constructed to ensure a minimum down wash of topsoil.<br>Vegetation disturbance must be as little as possible.<br>The PWP must be strictly adhered to.<br>Re-vegetation to be done as quickly as possible. Final re-vegetation to be done as per rehabilitation plan.<br>All prospecting activities must be kept 100 meters horizontally away from any surface water body. | |

| |
|---|
| **EMP Performance Assessment & Monitoring Reporting** |
| To be included in EMP/EIA. |
| **Closure Objective** |
| The post closure water run-off may in no circumstance impact negatively on the water quality. |

| **Environmental Component** | **Surface Water (quantity)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Change in surface water quantity**: Once the area is rehabilitated the surface run-off will be restored and normal clean water run-off will end-up in the drainage system.<br>Once the area is rehabilitated the normal surface run-off drainage will be restored according to rehabilitation plan. The disturbed surface area must be rehabilitated to ensure some normal drainage. Minimal run-off should end-up in trenches. Final rehabilitation will be done according to the final rehabilitation plans after approval by the Department of Mineral Resources. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Ultimately rehabilitation of the disturbed prospecting site and the construction of run-off control structures in a planned and phased manner would ensure normal drainage and stability of rehabilitated site. | |

| **Environmental Component** | **Ground Water (quality)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Reduction of groundwater quality**: Storm water control measures must be implemented to divert clean water away from the site and keep (silt) contaminated water contained.<br>Vehicles to be inspected to ensure no oil and hydraulic fluid leaks occur. All oil spills on soil to be removed and bio-remediate immediately. No servicing of vehicles must occur except at the workshops. Training w.r.t pollution hazards and their impact on the environment must be given as part of induction training.<br>Storage of fuel and oil should be done according to best practices, within a bunded area and in containers of which the integrity is sound.<br>The prospecting processes will not introduce any harmful or toxic substances and the most likely sources of pollution to the groundwater system would be associated with the infrastructure and / or workshop area. The most likely contaminants is therefore nitrate and bacteria (from sewage / pit latrines), as well as hydrocarbons (from vehicle accidents, diesel storage and the workshop area).<br>An incidence register for this purpose must be kept.<br>Drip trays must be available and used where emergency repairs is done.<br>All waste must be stored according to best practices and disposed at an authorized waste disposal facility. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Post water quality need to indicate a positive trend/improvement. | |

| **Environmental Component** | **Ground Water (quantity)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Reduction of groundwater quantity, lowering of groundwater level**: Water levels in the boreholes that are used for prospecting activities should be recorded monthly.<br>Water volumes should be recorded continuously to ensure compliance with the water use authorization for abstraction. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Post water quality need to indicate a positive trend/improvement. | |

| **Environmental Component** | **Air Quality** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Dust:** The prospecting method will serve as mitigation measure because prospecting will limit dust to the active prospecting area (area where the excavator and the trucks are operating).<br>Daily spraying of roads with water. Inspection should be done on a daily basis.<br>If new roads are constructed, in coordination with surface owner, dust pollution must be mitigated by means of spraying the roads with water. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |

| |
|---|
| Dust count must be the same as before prospecting. Rehabilitation of the bulk sampling site would ensure that no dust is generated from exposed surfaces. |

| **Environmental Component** | **Noise** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Ensure the required silencers are placed on all engines and compressors. No mitigation to reverse hooters is allowed due to safety standards.<br>Inspection of vehicles and machinery to ensure silencers are fitted.<br>Ensure that a complaints register is created, managed and maintained. Vehicles and earthmoving equipment should be equipped with the necessary silencers and regularly maintained in a good working condition. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No noise attributed to prospecting will be generated from the site after closure anymore. During decommissioning and closure phase some earth moving equipment and trucks would be utilized for rehabilitation. | |

| **Environmental Component** | **Archaeological and Cultural Sites** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| No graves on site. The area are however identify as being high sensitive.<br>However, the potential occurrence of unmarked graves or subsurface finds not recorded during this survey can never be excluded, so it is advised that SAHRA and a qualified archaeologist are informed immediately if archaeological objects are uncovered.<br>All excavator operators must be sensitized as to identify and report any occurrence of such sites of artefacts. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No site of archaeological importance should be disturbed or damaged until the necessary permit from SAHRA has been issued. | |

| **Environmental Component** | **Sensitive Landscapes** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| The dry surface stream, its banks, stream area and wetland areas, as well as the stream area west of the centre pivots all are seen as sensitive areas. There have been previous disturbances along this river for many years, which were left unrehabilitated. All prospecting activates must be kept 100 meters horizontally away from it. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| | |

| **Environmental Component** | **Visual Aspects** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Visual impact would be addressed by means of;<br>* re-vegetation of disturbed areas with grasses;<br>* removal of any temporary building, scrap, domestic waste, etc. that would otherwise contribute to a negative visual impact.<br>Concurrent rehabilitation should be done simultaneously as prospecting activities progress. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No residual visual impacts will remain after closure. The terrain should blend in with the surrounding landscape. | |

| **Environmental Component** | **Socio-Economics** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| There will be a very small increase in Socio – economic activity at local level, because of the size of this prospecting activity. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |

| | |
|---|---|
| The economic development must deliver a multiplier effect that will contribute to the local economy long after closure. | |
| **Environmental Component** | **Interested and Affected Parties** |
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Access control should always be a priority. Active prospecting site should be fenced off and also any deep water holes.<br>If any problem should arise, meetings will be held with the landowners and affected parties to consult them on certain matters like permission to prospect and pollution.<br>No prospecting should be conducted under or near Eskom power line (10 m distance should be kept) *(Permission of Inspector of Mines should be obtained.)* | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Not to be an economic, social or environmental liability to the local community or the state now or in the future. The company will ensure that the interest of all interested and affected parties will be considered. | |

## ix) The outcome of the site selection Matrix. Final Site Layout Plan

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(ix)***

As this is a prospecting operation the whole of the application are will have to be surveyed in order to determine where economical viable miners are located. It will also not be a static operation as the whole area will eventually be tested.

## x) Motivation where no alternative sites were considered

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(x)***

**Alternative is not applicable**. The current land use is grazing and centre pivot under irrigation. The option to explore the possibility for prospecting is not an alternative land use, as previous mining/prospecting has already taken place over certain areas. The applicant, **Kridyn Boerdery (Pty) Ltd**, is not interested in any other alternative land use over this land aside for exploration of the said minerals, or any other activity, or method use other than prospecting in the conversional way, which is the most cost effective. Please note that no additional infrastructure will be established, and therefore no alternatives for the location of infrastructure were identified.

## xi) Statement motivating the preferred site.

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(h)] (g)(xi)***

The prospecting operation will not be a static operation, the mobile plant will move as prospecting progress, thus the whole application is to determine a potential site for when the mining phase is reached. The feasibility of prospecting the diamond material from an environmental, social and economic perspective also plays a role.

# (i) Plan of study for the Environmental Impact Assessment process

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)***

### i. Description of alternatives to be considered including the option of not going ahead with the activity

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(i)***

**Alternative is not applicable**. For this specific project, no alternatives have been investigated. The activities included in this application are determined by the location of the mineral reserves in the study area, and the proposed prospecting method to be employed as was assessed. The current land use is agricultural and is being utilized as grazing and cultivated fields at present by the landowner.

The option to explore the possibility for prospecting is not an alternative land use as previous mining/prospecting has already taken place over some areas. The applicant, **Kridyn Boerdery (Pty) Ltd**, is not interested in any other alternative land use over this land aside of diamonds exploration, or any other activity, or method use other than prospecting for diamonds in the conversional way, which is the most cost effective.
The No-Go option entails the continuation the current land use (grazing and cultivation) on the application area

without exploiting the mineral reserves. The prospecting activities will contribute towards the achievement of providing employment opportunities for members of the surrounding communities, thus aiding socio-economic development. Should the project therefore not be authorized to proceed, the current employment opportunities will be terminated. Therefore, the No-Go alternative is not a feasible option in this case, as it suggests that the mineral reserves should not be exploited and current employment opportunities should not be prolonged.
Alternative is not applicable for the application area. The current land use is agricultural and is being utilized as mainly cultivation with small fallout areas of natural grazing by the landowner.

## ii. Description of the aspects to be assessed as part of the environmental impact assessment process

*In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(ii)*

The aspects that will be assessed as part of the proposed project and its area include:

- Geology
- Soil Erosion
- Rehabilitation of previously disturbed areas
- Fauna [Wildlife/Wildlife habitat destruction]
- Changes is surface water quality
- Dust
- Noise
- Archaeological/Cultural Sites

**Geology:**
(*Alluvial Diamonds*) deposits will be destroyed during the opencast prospecting operation. During operation which will be for the next 5 years, the mineral resource (*Alluvial Diamonds,*) will be extracted from deposits. Waste rock material/overburden material is disposed off/backfilled in excavations as part of the backfilling process.

**Soil erosion:**
Due to the fact that certain surface areas would become compacted and this would lead to lesser infiltration of rainwater and more run-off that could cause erosion on bare disturbed surfaces. Erosion would always be possible until such time a vegetation cover is provided during rehabilitation phase.
Temporary loss of land capability to support grazing. The small area (1 ha) where the active prospecting activities occur (trenches, tailings dumps, stock piles, prospecting equipment) etc. will thus be temporary alienated, until the area is rehabilitated.
All trenches would be rehabilitated as part of the prospecting process during which trenches are back-filled. The rest of the application area will still be used by the landowner as agricultural land.

**Rehabilitation:**
This is a new prospecting operation and therefore will lose its land use to support grazing on a certain portion of the 3886 hectares during the next 5 years. Only a small portions of land (1 ha at a time) would be affected by the prospecting operation relation to the total prospecting right application area of 3886 hectares. All trenches would be rehabilitated as part of the prospecting process during which excavations are back-filled.

**Wildlife or wildlife habitat destruction/change / disturbance:**
Increase silt load. Clearing topsoil for footprint areas can increase infiltration rates of water to the groundwater system and decrease buffering capacity of soils to absorb contaminants from spills on surface. This can increase the risk of contamination of the groundwater system (increases aquifer vulnerability).

**Change in surface water quality:**
Spillages from vehicles and also surface water run-off that is not adequately diverted away from the active prospecting excavations could end-up in the excavations creating problems regarding water quality and hindering the prospecting process.

Surface run-off from active prospecting sites (overburden dumps & tailings dam/dump) if not adequately contained on site could end-up in the adjacent undisturbed natural veld.
If the natural surface run-off is not adequately diverted in the case of the dry-water course area, prospecting sections it could become silted-up.

**Dust:**
Dust will be generated during the prospecting operation (loading with an excavator on to a dump truck) and transportation to the plant (conveyor, drum screen & washing pans) and on gravel/dirt/farm roads. The processing of the gravel is a wet process and therefore minimum dust is generated.

**Noise:**
Dust will be generated during the prospecting operation (loading with an excavator on to a dump truck) and transportation to the plant (conveyor, drum screen & washing pans). The mine itself is located in rural landscape. The impact would be of more importance regarding the direct worker environment that should adhere to the requirements in terms of the Mine Health and Safety Act.

**Archaeological/Cultural Sites:**
The terrain is not archaeologically vulnerable. It is unlikely that the proposed development will result in any significant archaeological impact at the site. No graves were identified on site.

## iii. Description of aspects to be assessed by specialists

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(iii)***

As this is only a prospecting application and although the dry surface stream were identified as sensitive areas, all prospecting activities will be kept 100 metres horizontally away from this surface water body. No heritage areas of significance were noted on the application area there will be no specialist studies. All impacts noted will be mitigated.

## iv. Proposed method of assessing the environmental aspects including the proposed method of assessing alternatives

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(iv)***

A thorough foot survey and site inspection was done by the EAP and further visit will be done before compiling the EIA. Each aspect was then assessed individually with the 21 year experience of the EAP.

## v. The proposed method of assessing duration significance

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(v)***

The assessing of the duration is done on hand of the different phases as described in the Prospecting Works Program (PWP) which is also descried under ***Point ii) h)***. The significance is assessed form experience and from the actual situation on the specific site. Please see ***Point vi)*** for detail.

## vi. The stages at which the competent authority will be consulted

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(vi)***

Consultation with all competent authorities will be done. The Scoping Report will be send to them from the office of the EAP.

## vii. Particulars of the public participation process with regard to the Impact Assessment process that will be conducted

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(vii)***

### 1. Steps to be taken to notify interested and affected parties.

The landowner, as well as the competent authorities will be consulted. Please see **Table 3** for more detail on public participation process.

### 2. Details of the engagement process to be followed.

The process as described by NEMA for Environmental Authorization was followed. See **Table 3** for the identification of Interested and Affected Parties to be consulted with. The landowner (***Rorich's Hoop Trust & Welgeval Trust***) and the direct neighbours were consulted personally and through letters that was given to them by hand. The result of this consultation and responses as received are all attached under **Appendix 2**. An advertisement was placed in the local newspaper of Stellalander Newspaper of 4 August 2021, see copies of these attached. Notice was put up at the entrance to the application area, where all passers-by are invited to give through their comments of objections toward the proposed application. A copy of the Scoping Report was sent to all the State Departments. See proof of consultation under **Appendix 2**.

### 3. Description of the information to be provided to Interested and Affected Parties.

A copy of the map, and Prospecting Works Programme and draft Scoping Report was handed to the neighbours and landowners. A copy of the Scoping Report was send to the State Departments.

## viii. Description of the tasks that will be undertaken during the environmental impact assessment process

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(viii)***

Site inspection by foot survey, discussions with applicant and landowner as well as discussions with competent authorities where necessary. Completion of the EIA template.

## ix. Measures to avoid, reverse, mitigate, or manage identified impacts and to determine the extent of the residual risks that need to be managed and monitored.

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(i)](h)(a)(ix)***

This will be kept in mind with the site inspection where each impact will again be evaluated and the mitigation and management thereof will be confirmed on site. The risk of each impact will be evaluated and if any residual risks the management thereof.

| **Environmental Component** | **Geology** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| • No mitigation exists except to backfill the excavations with the rock waste material and fine tailings.<br>• As prospecting progressed and the excavation has been back-filled, a certain amount of overburden material and topsoil would be placed on these areas. This will not restore the geology, but will mitigate the impact.<br>• Planned, systematic and thorough prospecting of the mineral resource (*Alluvial Diamonds*) should take place.<br>• Optimal utilization of the mineral resource should take place within the boundaries of the prospecting terrain.<br>• Strip, remove and store soil and overburden as far as practical in an orderly fashion and replace as far as possible on back-filled areas, in the reverse order once decision have been taken that no further prospecting would take place in a particular section or which might still be traversed by vehicles and disturbed in the process. Cognisance should be taken of the fact that bulk sampling would take place by means of an opencast mining method until such level is reach / cut-off point is reach where rehabilitation could begin.<br>• Care must be taken that the removal of (*Alluvial Diamonds*) deposits by means of earthmoving equipment is restricted to what is really necessary to achieve the objective. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |

| Closure Objective |
|---|
| Optimal exploration of the mineral resource in order to ensure to facilitate better rehabilitation planning. The overburden and topsoil (where available) must be replaced in a responsible and planned manner in order to achieve some conformity with the surrounding undisturbed area. |

| Environmental Component | Topography |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| • All trenches should be back-filled with waste tailings material and eventually overburden material, covered with a shallow layer of topsoil (if available).<br>• Access to all active bulk sampling excavation areas should be controlled. The active bulk sampling area should be fenced off. The necessary warning signs should be put in place. All prospecting activities should be restricted to the fenced-off area.<br>• Surface run-off control should be put in place at active trenches (preventing water from entering) and also rehabilitated tailings dumps and overburden dumps in order to prevent the loss of growth medium on top of the dumps.<br>Prospecting would be done according to a definite PWP (only disturbing an area that is really necessary). As part of the PWP the handling of tailings material, overburden material, construction of dumps and back-filling of trenches should also form part of it.<br>Rehabilitation of the new topographical landscape in such a way that it would blend in with the surrounding landscape and allow normal surface drainage to continue. As soon as a section of the prospecting site would not be explored anymore it should be rehabilitated (planned and phased manner). | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Rehabilitation of the new and old disturbances topographical landscape in such a way that it would blend in with the surrounding landscape and allow normal surface drainage to continue. Rehabilitation in such a way that the new landscape features would be stable and would not pose any safety hazard to human and animal anymore. | |

| Environmental Component | Soil (topsoil & access roads) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Handling of topsoil as a natural resource:**<br>Any future expansion of the trenches or construction of infrastructure should be preceded by the removal of all available topsoil.<br>The surface of any new areas to be disturbed must be kept to a minimum. All available topsoil/overburden material should be removed and stockpiled for rehabilitation purposes.<br>**Access roads, etc:**<br>The clearing of soil surface areas would be restricted to what is really necessary for the construction of infrastructure.<br>Wherever possible all topsoil should be removed and stockpiled for rehabilitation purposes. Overburden material should also be stockpiled separately if practically possible. Topsoil and overburden material should be transported to an area earmarked for rehabilitation. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The topsoil removed in the site preparation process should be replaced during the rehabilitation exercise. | |

| Environmental Component | Soil (soil compaction) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Soil compaction:**<br>The prospecting operation should only be restricted to what is really required (demarcated area of exploitation) within the fenced-off area. **Access roads** towards the sites would be restricted only to the roads (exiting farm roads & roads established in consultation with the surface owner). No land would be disturbed unnecessarily.<br>Prospecting& rehabilitation should be done in a well-planned manner (according to a PWP) and in the process ensuring that activities are only restricted to surface areas really required.<br>Compaction of soil surface areas would be alleviated once rehabilitation of certain area starts. Certain roads would probably remain for access (in consultation with the surface owner). Those that would not be required would be ripped and rehabilitated. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Alleviation of compaction of soils would be done during rehabilitation of the prospecting terrain, including roads. | |

| **Environmental Component** | **Soil (Soil erosion)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Soil Erosion:**<br>To take preventive steps against land disturbance like erosion. Implement and maintain cut-off trenches/berms to prevent erosion.<br>**Re-vegetation of exposed soil surfaces** (man-made surfaces on tailings dumps , overburden dumps, disturb surfaces in excavated sites, roads, etc) should happen as soon as a particular activity has ceased in order to act as a sufficient erosion prevention measure. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No soil erosion must be visible and no potential for soil erosion must be present at closure. | |

| **Environmental Component** | **Soil (Soil contamination)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Potential for soil contamination:**<br>Vehicles to be inspected to ensure no oil and hydraulic fluid leaks occur.<br>All oil spills on soil to be removed and bio-remediate immediately (certain commercial products are available such as Terrasorb or it could be rehabilitated by means of the application of fertilizer and turn with a spade from time to time in order to enhance the natural occurring soil microbial activity).<br>No servicing of vehicles must occur except on a concrete floor or over PVC lined area in an area allocated for that. Training w.r.t pollution hazards and their impact on the environment must be given as part of induction training.<br>An incidence register for this purpose must be kept.<br>Drip trays must be available and used where emergency repairs is done. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No soil contamination must be visible or known before closure can be given. | |

| **Environmental Component** | **Soil (Soil structure)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Change in Soil structure:**<br>Ensure that all available (if any) topsoil is carefully removed in different areas.<br>The soil must also be compacted as backfilling is done.<br>No unnecessary driving outside the active prospecting area is allowed due to soil compaction that may occur.<br>Use organic material e.g. manure to restore the soil structure during rehabilitation.<br>Ensure that the rehabilitation plan makes provision for ripping of roads and spreading of organic material and that this is used during rehabilitation. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No compaction of any roads or any other area must be present during closure. If the soil structure is disturbed mitigation measures e.g. the use of organic material, lime and fertilizers must be implemented to restore the soil structure. | |

| **Environmental Component** | **Soil (Soil fertility)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Soil fertility:**<br>Little can be done to preserve the moisture status of the soil once it is exposed. The soil must be used for rehabilitation as quickly as possible.<br>The soil on the rehabilitated area must be analysed to determine the deficiencies and fertilizer and lime must be ploughed into the soil to restore its fertility, if necessary.<br>Ensure that stockpiled soil is kept clean and where possible ensure that the topsoil is treated with organic material and fertilized.<br>Do not use stockpiled soil for any other purpose but for rehabilitation.<br>Do not use topsoil to construct roads.<br>Ensure the rehabilitation plan makes provision for fertiliser.<br>Make sure rehabilitated topsoil is analyzed in a laboratory. The type of fertilizer would depend on a soil analyses and fertilizer recommendation. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The soil must be fertile enough to sustain vegetation. | |

| Environmental Component | Land Capability |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| The disturbance of land must be restricted (kept to a minimum) to the planned fenced-off, active prospecting site only. Remove topsoil where it is available.<br>Take care that roads needed are restricted to one entry to the area for prospecting purposes. If new land is used for roads to enter the area it must be done in consultation with the surface owner.<br>All rehabilitation will be done according to the final rehabilitation plans after approval by the Department of Mineral Resources (DMR). Topsoil will be placed in areas where it was removed and the areas will be re-vegetated accordingly. Ensure that the rehabilitation plan is implemented. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Rehabilitated to the state that it is suitable for the predetermined and agreed land capability. | |

| Environmental Component | Land Use |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| The disturbance of land must be restricted (kept to a minimum) to the planned active, fenced-off prospecting site only. Remove topsoil where it is available.<br>Take care that roads are the only areas used to enter the area for prospecting purposes. If new land is used for roads to enter the area it must be done in consultation with surface owner.<br>All rehabilitation will be done according to the final rehabilitation plans after approval by the Department of Mineral Resources (DMR). Topsoil will be placed in areas where it was removed and the areas will be re-vegetated accordingly. Ensure that the rehabilitation plan is implemented. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The opencast section requires the land to be totally disturbed. The replacement of tailings material, overburden and topsoil would ensure that the land is able to support some grazing. | |

| Environmental Component | Vegetation |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| No mitigation exists except to replace the vegetation by reseeding of grasses and natural growth.<br>Prospecting should be done in a well-planned manner (according to a PWP) and in the process ensuring that activities are only restricted to surface areas really required. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| During rehabilitation indigenous vegetation cover comprising of local plant species should be established in order to ensure a well-adapted sustainable plant cover that would be able to prevent erosion of the replaced topsoil on the disturbed prospecting site exposed surfaces, tailings dumps, etc.). | |

| Environmental Component | Vegetation |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Habitat change, loss of species, spread of alien and invasive species:<br>No mitigation exists except to replace the vegetation by reseeding of grasses.<br>Prospecting should be done in a well-planned manner (according to a PWP) and in the process ensuring that activities are only restricted to surface areas really required.<br>***Develop and implement an invasive and alien control programme to control the spread of weeds and other invasive species.***<br>Eradicate exotic weeds and invader species if it invades the terrain. All illegal invader plants and weeds shall be eradicated as required in terms of Regulation 15 & 16 of the Act on Conservation of Agricultural Resources, 1983 (Act no. 43 of 1983) which list the plants.<br>An invasive and alien control programme must be implemented by the mine. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No invasive and alien species must be present after closure. A post-closure control program must also be implemented. | |

| Environmental Component | Vegetation |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Ensure that all roads on the prospecting site (utilized by prospecting vehicles) are daily sprayed with water to control dust.<br>Site inspections to ensure the spraying are done. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No excessive dust must be present during the normal growth season after closure. | |

| Environmental Component | Wildlife (habitat) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Wildlife or wildlife habitat destruction /change / disturbance :<br>To take care that no new or unnecessary destruction of habitats, other than the demarcated prospecting site should take place.<br>**Restoration of habitat:**<br>Ensure the rehabilitation plan is implemented. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The animal life habitat must be restored after decommissioning. Success will be measured against the extent to which the animals return to the area. | |

| Environmental Component | Wildlife (Injury and death) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Injury and death to wildlife:**<br>Re-establish trees and grass cover as soon as possible during and after prospecting. Fence area off to ensure that no person can enter without permission.<br>Ensure that the rehabilitation plan is compiled and executed. Keep incidence register on killings and disturbances. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The animal life habitat must be restored after decommissioning. Success will be measured against the extent to which the animals return to the area. | |

| Environmental Component | Wildlife |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Make game catching, traps, snares, poaching and any other unnecessary disturbance of animals a disciplinary offence.<br>All staff must undergo basic environmental awareness lecture during induction training.<br>Machine operators and drivers to undergo appropriate level of environmental impact training to ensure they understand their impact on the environment. Ensure all staff working on the opencast section undergo basic lecture during induction phase.<br>Introduce the actions as listed above into disciplinary code as offence. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The post-closure phase must be suitable for further restoration of the newly man-made animal habitat. The area must be stable and acceptable for the return of animal- and plant life. | |

| Environmental Component | Surface Water (quality) |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Change in surface water quality:**<br>Storm water control measures must be implemented to divert clean water away from the active prospecting site and keep contaminated water contained.<br>Water control structures must be well designed and constructed to ensure a minimum down wash of topsoil.<br>Vegetation disturbance must be as little as possible.<br>The PWP must be strictly adhered to.<br>Re-vegetation to be done as quickly as possible. Final re-vegetation to be done as per rehabilitation plan. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |

| **Closure Objective** |
|---|
| The post closure water run-off may in no circumstance impact negatively on the water quality. |

| **Environmental Component** | **Surface Water (quantity)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Change in surface water quantity**: Once the area is rehabilitated the surface run-off will be restored and normal clean water run-off will end-up in the drainage system.<br>Once the area is rehabilitated the normal surface run-off drainage will be restored according to rehabilitation plan. The disturbed surface area must be rehabilitated to ensure some normal drainage. Minimal run-off should end-up in trenches. Final rehabilitation will be done according to the final rehabilitation plans after approval by the Department of Mineral Resources. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Ultimately rehabilitation of the disturbed prospecting site and the construction of run-off control structures in a planned and phased manner would ensure normal drainage and stability of rehabilitated site. | |

| **Environmental Component** | **Ground Water (quality)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Reduction of groundwater quality**: Storm water control measures must be implemented to divert clean water away from the site and keep (silt) contaminated water contained.<br>Vehicles to be inspected to ensure no oil and hydraulic fluid leaks occur. All oil spills on soil to be removed and bio-remediate immediately. No servicing of vehicles must occur except at the workshops. Training w.r.t pollution hazards and their impact on the environment must be given as part of induction training.<br>Storage of fuel and oil should be done according to best practices, within a bunded area and in containers of which the integrity is sound.<br>The prospecting processes will not introduce any harmful or toxic substances and the most likely sources of pollution to the groundwater system would be associated with the infrastructure and / or workshop area. The most likely contaminants is therefore nitrate and bacteria (from sewage / pit latrines), as well as hydrocarbons (from vehicle accidents, diesel storage and the workshop area).<br>An incidence register for this purpose must be kept.<br>Drip trays must be available and used where emergency repairs is done.<br>All waste must be stored according to best practices and disposed at an authorized waste disposal facility. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Post water quality need to indicate a positive trend/improvement. | |

| **Environmental Component** | **Ground Water (quantity)** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Reduction of groundwater quantity, lowering of groundwater level**: Water levels in the boreholes that are used for prospecting activities should be recorded monthly.<br>Water volumes should be recorded continuously to ensure compliance with the water use authorization for abstraction. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Post water quality need to indicate a positive trend/improvement. | |

| **Environmental Component** | **Air Quality** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| **Dust:** The prospecting method will serve as mitigation measure because prospecting will limit dust to the active prospecting area (area where the excavator and the trucks are operating).<br>Daily spraying of roads with water. Inspection should be done on a daily basis.<br>If new roads are constructed, in coordination with surface owner, dust pollution must be mitigated by means of spraying the roads with water. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Dust count must be the same as before prospecting. Rehabilitation of the bulk sampling site would ensure that no dust is generated from exposed surfaces. | |

| **Environmental Component** | **Noise** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Ensure the required silencers are placed on all engines and compressors. No mitigation to reverse hooters is allowed due to safety standards.<br>Inspection of vehicles and machinery to ensure silencers are fitted.<br>Ensure that a complaints register is created, managed and maintained. Vehicles and earthmoving equipment should be equipped with the necessary silencers and regularly maintained in a good working condition. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No noise attributed to prospecting will be generated from the site after closure anymore. During decommissioning and closure phase some earth moving equipment and trucks would be utilized for rehabilitation. | |

| **Environmental Component** | **Archaeological and Cultural Sites** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| No graves on site.<br>However, the potential occurrence of unmarked graves or subsurface finds not recorded during this survey can never be excluded, so it is advised that SAHRA and a qualified archaeologist are informed immediately if archaeological objects are uncovered. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No site of archaeological importance should be disturbed or damaged until the necessary permit from SAHRA has been issued. | |

| **Environmental Component** | **Sensitive Landscapes** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| None | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| | |

| **Environmental Component** | **Visual Aspects** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Visual impact would be addressed by means of;<br>* re-vegetation of disturbed areas with grasses;<br>* removal of any temporary building, scrap, domestic waste, etc. that would otherwise contribute to a negative visual impact.<br>Concurrent rehabilitation should be done simultaneously as prospecting activities progress. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| No residual visual impacts will remain after closure. The terrain should blend in with the surrounding landscape. | |

| **Environmental Component** | **Socio-Economics** |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| There will be a very small increase in Socio – economic activity at local level, because of the size of this prospecting activity. | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| The economic development must deliver a multiplier effect that will contribute to the local economy long after closure. | |

| Environmental Component | Interested and Affected Parties |
|---|---|
| **Environmental Management/Mitigation Measures/Action Plans/Commitments** | |
| Access control should always be a priority. Active prospecting site should be fenced off and also any deep water holes.<br>If any problem should arise, meetings will be held with the landowners and affected parties to consult them on certain matters like permission to prospect and pollution.<br>No prospecting should be conducted under or near Eskom power line (10 m distance should be kept) *(Permission of Inspector of Mines should be obtained.)* | |
| **EMP Performance Assessment & Monitoring Reporting** | |
| To be included in EMP/EIA. | |
| **Closure Objective** | |
| Not to be an economic, social or environmental liability to the local community or the state now or in the future. The company will ensure that the interest of all interested and affected parties will be considered. | |

## i) UNDERTAKING REGARDING CORRECTNESS OF INFORMATION

***In term of NEMA – EIA Regulations No. 326 of 7 April 2017 – Reg. 21, Appendix2 – 2. (1)[(j)](i), [(k)](j), [(l)](k), [(m)](l)***

**UNDERTAKING**

**I, D.E. Erasmus, the undersigned and duly authorised thereto by DERA Omgewingskonsultante (PTY) Ltd hereby confirm:**

- ✓ **the correctness of the information provided in this report;**
- ✓ **the inclusion of comments and inputs from stakeholders and I&AP's;**
- ✓ **the inclusion of inputs and recommendations from the specialist reports where relevant and where applicable and;**
- ✓ **all information provided to the interested and affected parties a true reflection of this document.**

**Signed at Klerksdorp on this day 4th August 2021**

**.....**

**Signature of EAP**

**-END-**

**APPENDIX 1A**

# LOCALITY MAP

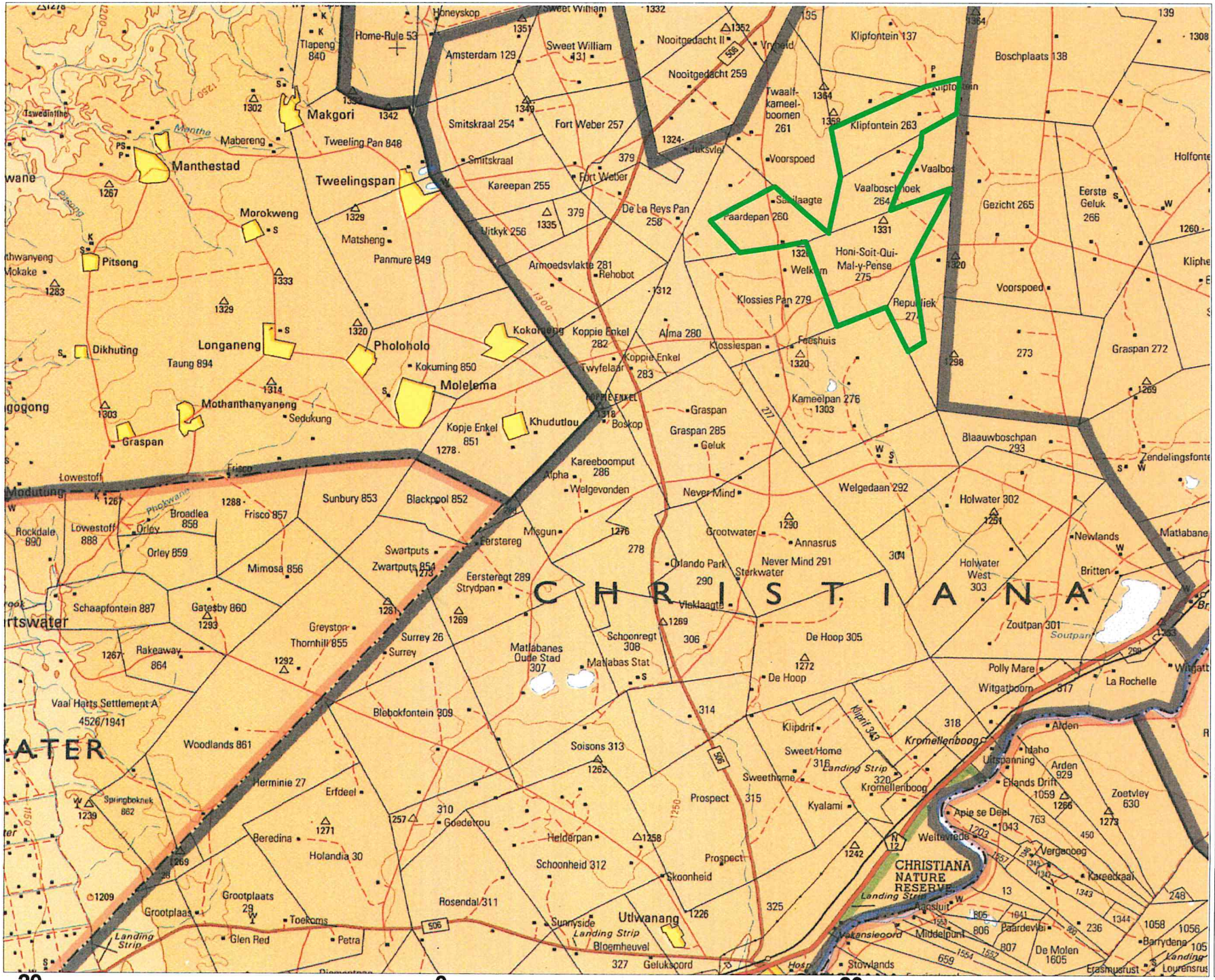
Co-ordinates:

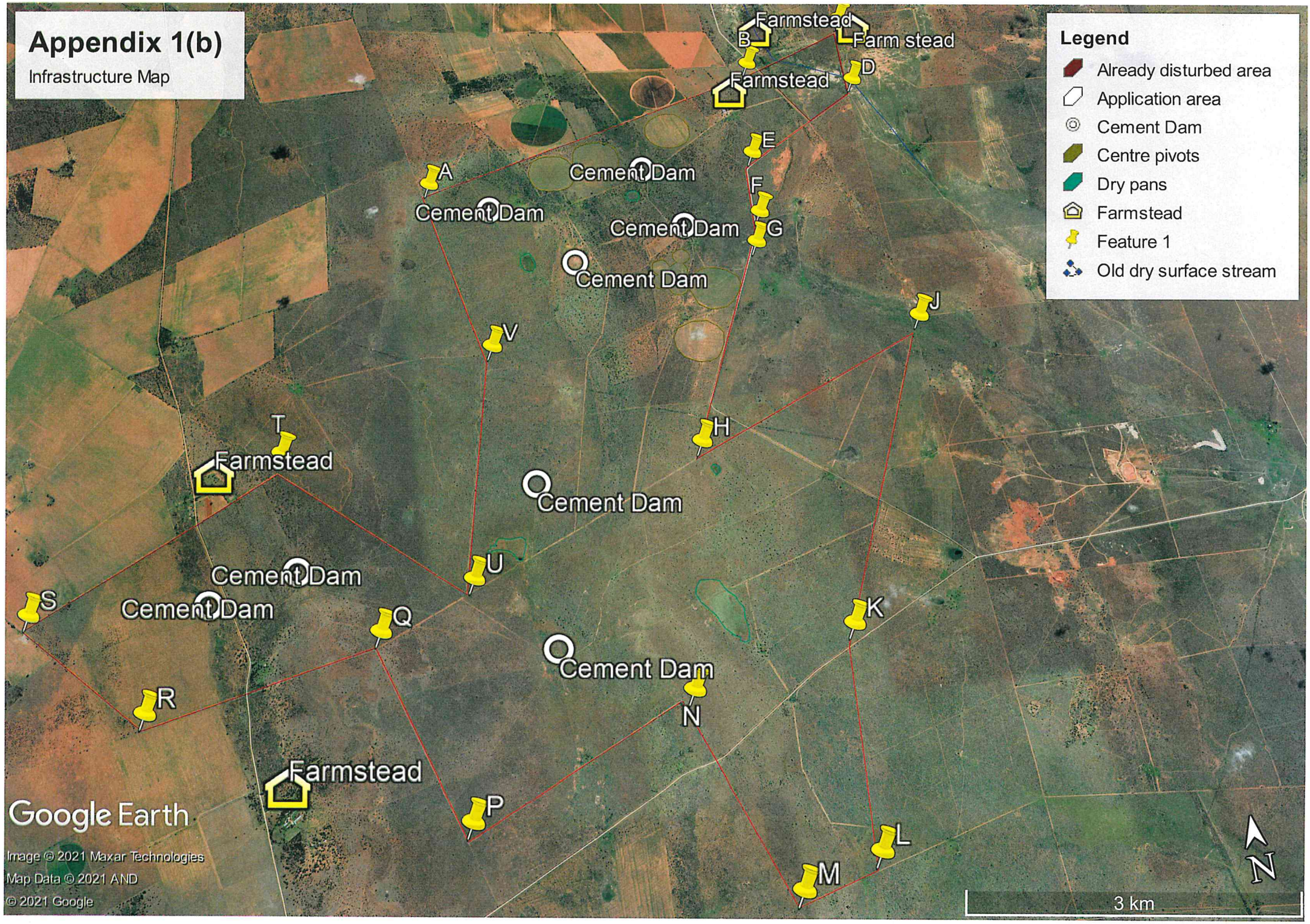
WGS 84/WGS 84

**Scale 1:250000**

**Legent:**

- 🟩 Proposed Prospecting Area
- Tar Roads
- Canal
- Secondary roads
- Houses/Farm yars/ Small holdings
- ⚒ Mining areas




Appendix 1(b)
Infrastructure Map
Legend
Already disturbed area
Application area
Cement Dam
Centre pivots
Dry pans
Farmstead
Feature 1
Old dry surface stream
Farmstead
Farm stead
Farmstead
B
D
E
A
F
G
J
V
H
T
U
S
Q
K
R
N
P
L
M
Cement Dam
Cement Dam
Cement Dam
Cement Dam
Cement Dam
Cement Dam
Cement Dam
Cement Dam
Farmstead
Farmstead
Google Earth
Image © 2021 Maxar Technologies
Map Data © 2021 AND
© 2021 Google
3 km
N

# APPENDIX 2 - RESULTS OF CONSULTATION

| Interested and Affected Parties<br>List the names of persons consulted in this column, and<br>Mark with an "X" where those who must be consulted were in fact consulted. | | Date sent and/or Comments Received | Issues raised | EAP's response to the applicant |
|---|---|---|---|---|
| **AFFECTED PARTIES** | | | | |
| **Landowner/s** | X | | | |
| Kridyn Boerdery (Pty) Ltd<br>P.O. Box 583, Schweizer-Reneke, 2780<br>Cell: 083 308 4358 E-mail: William@lantic.net<br>(Landowner on Portion 2 of Paardenpan & Remainder, Portion 1 & 2 of Honi-Soit-Qui-Mal-Y-Pense was previously Rorichs Hoot Trust) | | 2 August 2021 | No objection, as the landowner purchased the land from Rorichs Hoop Trust<br>See attached the purchase contract . | |
| Kridyn Boerdery (Pty) Ltd<br>P.O. Box 583, Schweizer-Reneke, 2780<br>Cell: 083 308 4358 E-mail: William@lantic.net<br>(Landowner on Re of Portion 2 & Portion 3 of Klipfontein and Re of Portion 1 , Portion 2, 3 & 4 of Vaalboschhoek was previously Welgeval Trust) | | 2 Aug 2021 | No objection as the landowner purchased the land from Welgeval Trust.<br>See attached the purchase contracts. | |
| Lawful occupier/s of the land | | | | |
| | | | | |
| **Landowners or lawful occupiers on adjacent properties** | X | | | |
| A.C. Strauss<br>P.O. Box 636, Schweizer-Reneke, 2780<br>Cell: 083 433 5007 E-mail: aceestrauss@gmail.com<br>(Neighbour on the farm Boschplaats) | | 2 August 2021<br>30 Aug 2021 | No objection<br>See signed consultation letter | |
| Mr. S.F. Bezuidenhout<br>P.O. Box 198, Schweizer-Reneke, 2780<br>Cell: 083 388 5640 E-mail: louise.bez5@gmail.com<br>(Neighbour on the farm Klipfontein) | | 2 August 2021<br>27 Aug 2021 | No objection<br>See signed consultation letter | |
| Mr. W.J. van Zyl<br>P.O. Box 16, Christiana, 2680<br>Cell: 083 668 4245 E-mail: VZYWJ@gmail.com<br>(Neighbour) | | 2 Aug 2021<br>2 Sep 2021 | No objection<br>Request to use water responsibly. | |
| **Municipal councilor** | X | | | |
| **Municipality** | X | | | |
| Lekwa-Teemane Local Municipality<br>LED officer: Pakiso Leshage<br>Tel: 053 441 2206 Fax: 053 441 3735 | | 2 August 2021<br>13 Aug 2021 | Consultation letter sent via E-mail to Mr. Leshage | |
| Organs of state (Responsible for infrastructure that may be affected<br>Roads Department, Eskom, Telkom, DWA. | | | | |
| **Eskom** | | | | |
| Communities | | | | |
| | | | | |
| **Dept. Land Affairs** | X | | | |
| KeatbesweMothupi, Office of the Regional Land Claims Commissioner, N W Province;<br>Private Bag X08, Mmabatho, 2735;<br>Fax: 018 389 9641<br>Tel: 018 388 7170 e-mail: keabetswe.mothupi@drdlr.gov.za | | 2 August 2021<br>4 Aug 2021 | E-mail sent for verification of land claims | |

# APPENDIX 2 - RESULTS OF CONSULTATION

| | | | | |
|---|---|---|---|---|
| Traditional Leaders | | | | |
| **N/A** | | | | |
| **Dept. Rural, Environment and Agricultural Development** | X | | | |
| Ouma Skosana<br>Agricentre Building, Cnr James Moroka & Stadium Road, Mmabatho, 2735<br>E-mail: oskosana@nwpg.gov.za | | 4 August 2021 | Scoping Report sent with Fastway couriers for comments | |
| **Dept. Water and Sanitation** | X | | | |
| Lerato Mokhoantle<br>28 Central Road, Beaconsfield, Kimberley, 8301<br>Tel: 053 830 8800 Cell: 053 830 8800 | | 4 August 2021 | Scoping Report sent with Fastway couriers for comments | |
| **Dept. Agriculture, Forestry and Fisheries** | X | | | |
| Maurice Vuyega<br>Louis le Grange Building, Cnr Peter Mokaba & Wolmarans street,3rd Floor, Office nr 318, Potchefstroom, 2520<br>Tel: 018 294 3343; E-mail: MauriceV@daff.gov.za | | 4 August 2021 | Scoping Report was sent with Fastway couriers for comments. | |
| **Other Competent Authorities** | X | | | |
| | | | | |
| **OTHER AFFECTED PARTIES** | | | | |
| | | | | |
| **INTERESTED PARTIES** | | | | |
| | | | | |

Notice published in Stellalander of 4 August 2021

## Gerda

**From:** Gerda <dera.office@dera.co.za>
**Sent:** Friday, 13 August 2021 11:26
**To:** 'williamw@lantic.net'
**Subject:** Kridyn Boerdery - Konsultasie briewe en aanvaardingsbrief
**Attachments:** Kridyn Boerdery - Konsultasie briewe en aanvaardingsbrief.pdf

Goeie dag William

Ek volg net op of jy die aangehegte konsultasie briewe wat deur die grondeienaar geteken moet word, ontvang het.

Sal jy die getekende briewe asseblief vir my teen 20 Augustus kan terug stuur.

By voorbaat dankie

Groete.

Gerda Els
Cell: 083 225 1593

Daan Erasmus
Dera Omgewingskonsultante (Pty) Ltd.
Reg no: 2014/051013/07
P.O. Box 6499, Flamwood, 2572
VAT no: 4590284073
Tel: 018 468 5355
Fax: 018 011 3760
Cell: 082 895 3516
e-mail: dera.office@dera.co.za or daane@dera.co.za

Your message is ready to be sent with the following file or link attachments:

Kridyn Boerdery - Konsultasie briewe en aanvaardingsbrief

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

## Gerda

**From:** Gerda <dera.office@dera.co.za>
**Sent:** Wednesday, 04 August 2021 10:15
**To:** 'williamw@lantic.net'
**Subject:** Konsultasie briewe - Kridyn Boerdery - & aanvaardingsbrief
**Attachments:** Konsultasie briewe - Kridyn Boerdery - & aanvaardingsbrief.pdf

Goeie dag William

Sien aangeheg die aanvaardingsbrief vir die Prospekteerreg aansoek - NW13123PR

Ek heg ook die konsultasie briewe aan wat deur die grondeienaars en aangrensende bure geteken moet word soos met Daan bespreek.

Sal jy asseblief die getekende briewe vir my kan terug stuur voor 20 Augustus 2021

Sal jy net ook vir my laat weet wie jul gaan gebruik as BEE en vir my die ID, kontakbesonderhede (adres en tel no) stuur sodat ek die kontrak kan opstel en vir jul stuur vir ondertekening. Die sperdatum vir die BEE is 18 Oktober en ek moet dit voor die datum afhandel en inhandig.

Kontak gerus vir Daan of ons kantoor vir enige navrae

Gerda Els
Cell: 083 225 1593

Daan Erasmus
Dera Omgewingskonsultante (Pty) Ltd.
Reg no: 2014/051013/07
P.O. Box 6499, Flamwood, 2572
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Tel: 018 468 5355
Fax: 018 011 3760
Cell: 082 895 3516
e-mail: dera.office@dera.co.za or daane@dera.co.za

Your message is ready to be sent with the following file or link attachments:

Konsultasie briewe - Kridyn Boerdery - & aanvaardingsbrief

P O Box 6499
Flamwood
2572
Mobile: 082 895 3516
E-mail: dera.office@dera.co.za
daane@dera.co.za

# DERA

2 August 2021

## Environmental Consultants

**To whom it may concern**

**CONSULTATION WITH INTERESTED AND AFFECTED PARTIES WITH REGARD TO AN APPLICATION FOR A PROSPECTING RIGHT IN TERMS SECTION 16 OF THE MINERALS AND PETROLEUM RESOURCES DEVELOPMENT ACT, 2002 (ACT 28 OF 2002) AND NEMA, EIA 2014 OVER: PORTION 2 OF THE FARM PAARDENPAN 260 HO, REMAINING EXTENT OF PORTION 2 & PORTION 3 OF THE FARM KLIPFONTEIN 263 HO, REMAINING EXTENT OF PORTION 1, PORTION 2 & PORTION 3 OF THE FARM VAALBOSCHHOEK 264 HO, PORTION 4 OF THE FARM REPUBLIEK 274 HO, REMAINING EXTENT, PORTION 1 & PORTION 2 OF THE FARM HONI-SOIT-QUI-MALY-Y-PENSE 275 HO, SITUATED IN THE CHRISTIANA DISTRICT.**

You are herewith informed that **Kridyn Boerdery (Pty) Ltd.** has submitted an application in terms of Section 16 of the Minerals and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and NEMA, EIA 2014, to the Regional Manager: Mineral Regulation, Northern West Region in respect of the prospecting of **Diamonds Alluvial** in the magisterial district of Christiana.

**Kridyn Boerdery (Pty) Ltd** is in the process of compiling the Scoping Report, which needs to be submitted at the Regional Office of DMR. After acceptance of the application is received an Environmental Management Programme (EMP) & Environmental Impact Report (EIA) need to be submitted at the Regional Office of DMR within 106 days from date of acceptance of the Scoping Report. The documents will be available for I&AP's for comments.

In terms of Section 10 of the Minerals and Petroleum Resources Development Act, 2002 (Act 28 of 2002), and in terms of Regulation 39(1) of the regulations published in the Government Notice No. R10328 (of 4 December 2014) under Chapter 6 of the NEMA, EIA 2014, the landowner or legal occupier of the land, as well as any other interested party must be notified and consulted with in terms of the proposed project.

**Kridyn Boerdery (Pty) Ltd** deems it necessary to consult with inter alia yourself / your company/ your organization, and you are therefore kindly requested to comment very clearly and unambiguously with regards to the proposed prospecting project. You are requested to submit in writing, any interest/ objection and/or comments you may have and return it to the appointed consultants (**Reference no. NW30/5/1/1/2/13123PR**) within 30 days from the date of receipt of this letter. If no correspondence is received from you within the mentioned time frame, the applicant shall accept that you have no objection with the proposed prospecting activities.

Please call me if any further information is needed.

Your co-operation will be appreciated.

Yours faithfully,
P.P.
**Daan Erasmus**
**DERA Environmental Consultants**

# AANBOD OM TE KOOP WAT WANNEER DIT AANVAAR WORD 'N KOOPKONTRAK UITMAAK

TUSSEN:

**KRIDYNBOERDERY (EDMS) BEPERK**
(Registrasienommer: **1997/011149/07**)
Hierin verteenwoordig deur **DIRK JACOBUS FOURIE**, ID NR. 7011205241086in sy hoedanigheid as Direkteur, behoorlik daartoe gemagtig.

(die "**Koper**")

EN

**DIE TRUSTEES VAN DIE RORICH HOOP TRUST**
(Registrasienommer: **IT2132/92)**
Hierin verteenwoordig deur **ELRICH RUWAYNE SMITH**, ID NR. _____,
in syhoedanigheid as Trustee, behoorlik daartoe gemagtig.

(die **"Verkoper"**)

**INTERPRETASIE:**

1.1 In hierdie ooreenkoms is opskrifte geriefshalwe gebruik en sal nie gebruik word vir die interpretasie van die ooreenkoms tensy die teendeel uit die samehang van die ooreenkoms blyk.

1.2 In hierdie ooreenkoms, tensy die teendeel duidelik daaruit blyk sluit woorde:

1.2.1 wat na een geslag verwys ook die ander geslag in;

1.2.2 wat na die enkelvoud verwys ook die meervoud in en omgekeerd;

1.2.3 wat na natuurlike persone verwys ook opgerigte entiteite (ingelyf of oningelyf) of regspersone in, en omgekeerd;

1.3 Die volgende terme sal die betekenisse wat hieronder daaraan toegeken word, hê en verwante uitdrukkings sal 'n ooreenstemmende betekenis hê, naamlik:

1.3.1 **"Akteuitmakers"** beteken_____
_____
_____

1.3.2**"Smith "** beteken **ELRICH RUWAYNE SMITH** Identiteitsnommer _____.

1.3.3**"Besigheidsdag"** betekenenige dag anders as 'n Saterdag, Sondag of amptelike publieke vakansiedag in die Republiek van Suid-Afrika.

1.3.4**"BTW"** betekenBelasting op Toegevoegde Waarde betaalbaar in terme van die BTW Wet.

1.3.5**"BTW Wet"** beteken die Wet op Belasting op Toegevoegde Waarde nommer 89 van 1991, soos gewysig.

1.3.6**"Eiendom"** beteken die volgende onroerende eiendomme:

1.2.6.1PAARDEPAN, 612, 1662 (seshonderd

en twaalf komma een ses ses twee) HEKTAAR, LEKWA -TEEMANE DISTRIK, NOORDWES PROVINSIE;

1.2.6.2HONI-SOIT-MAL-Y-PENSE 513,9192 ( vyfhonderd en dertien komma nege een nege twee) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORDWES PROVINSIE;

1.2.6.3HONI-SOIT-QUI-MAL-Y-PENSE 507,2779 (vyf honderd en sewe komma twee sewe sewe nege) HEKTAAR, LEKWA TEEMANE DISTRIK, NOORDWES PROVINSIE

1.3.7**"Koopprys"** beteken die bedrag van R11 788 478-87 (Elf miljoen sewe honderd agt en tagtig duisend vier honderd agt en sewentig rand sewe en tagtig sent) BTW uitgesluit.

1.3.8**"Koper"** beteken Kridyn Boerdery (Edms) Bpk(Registrasie nommer 1997/011149/07), 'n Maatskappy behoorlik geïnkorporeer in terme van die Maatskappye Wet.

1.3.9**"Ondertekeningsdatum"** beteken die datum waarop hierdie ooreenkoms onderteken word deur die party wat die ooreenkoms laaste teken.

1.3.10**"Oordrag"** beteken registrasie van transport van die eiendom in naam van die Koper ooreenkomstig die bepalings van die Akteswet nommer 47 van 1937, soos gewysig.

1.3.11**"Oordragdatum"** beteken die datum waarop oordrag geregistreer word in die Aktekantoor.

| | |
|---|---|
| 1.3.12**"Partye"** | beteken die Koper en die Verkoper en enige verwysing na party is 'n verwysing na een van die partye. |
| 1.3.14 **"Plaas"** | beteken die eiendom. |
| 1.3.15**"Rente"** | beteken die nominale jaarliks, maandeliks agteruit saamgestel, prima oortrokke rentekoers soos gehef deur Nedbank Bank Beperk, van tyd tot tyd amptelik gekwoteer deur **BANK** Bank, bereken op 'n 365 (drie honderd vyf en sestig) dae faktor ongeag of die jaar 'n skrikkeljaar is, soos gesertifiseer deur enige bestuurder van **BANK**Bank waarvan die bewys van aanstelling nie nodig sal wees nie, welke sertifikaat sal dien as prima facie bewys van die inhoud daarvan. |
| 1.3.16 "**Verkoper"** | beteken Die Trustees van die Rorichs Hoop Trust(Registrasienommer IT2132/92) 'n Trust behoorlik geïnkorporeer en geregistreer kragtens die Wette van die Republiek van Suid-Afrika. |
| 1.3.17 "**Voldoeningsdatum"** | beteken die datum waarop die laaste van die opskortende voorwaarde na verwys in 13.1.1 en 13.1.2 voldoen is. |

1.4 Enige verwysing na enige Wet, Regulasie of ander Wetgewing sal 'n verwysing wees na sodanige Wet, Regulasie of ander Wetgewing soos op die ondertekeningsdatum en soos gewysig of vervang van tyd tot tyd.

1.5 Indien enige bepaling in 'n omskrywing 'n substantiewe bepaling is wat regte verleen of verpligtinge oplê op enige party, ongeag die feit dat sodanige bepaling slegs in die omskrywingsklousule vervat is, sal uitvoering daaraan gegee word asof dit 'n substantiewe bepaling in die liggaam van die ooreenkoms is.

1.6 Uitdrukkings in die ooreenkoms omskryf, sal dieselfde betekenis dra in die skedules of bylaes tot hierdie ooreenkoms wat nie insigself hulle eie omskrywing bevat nie.

1.7 Wanneer 'n getal dae in hierdie ooreenkoms voorgeskryf word, sal genoemde bereken word uitsluitend van die eerste en insluitend van die laaste dag tensy die laaste dag op 'n Saterdag, Sondag of openbare vakansiedag val, in welke geval die laaste dag die daaropvolgende dag sal wees wat nie 'n Saterdag, Sondag of openbare vakansiedag is nie.

1.8 Enige verwysing na dae (anders as 'n verwysing na besigheidsdae), maande of jare sal 'n verwysing na kalenderdae, maande en jare wees, na gelang van die geval.

1.9 Die gebruik van enige uitdrukking in hierdie ooreenkoms wat 'n prosedure beskikbaar in terme van Suid-Afrikaanse Reg omskryf, soos likwidasie, sal, indien enige van die partye tot hierdie ooreenkoms onderhewig is aan die reg van 'n ander juisdiksie, geag word enige soortgelyke of analoë prosedure insluit onder die reg van sodanige ander jurisdiksie.

1.10 Die gebruik van die woord "insluitend" gevolg deur 'n spesifieke voorbeeld sal nie sodanig uitgelê word as 'n beperking op die betekenis van die voorafgaande frase nie en sal die *eiusdem generis* reël nie van toepassing wees in die interpretasie van sodanige frase, bewoording of sodanige spesifieke voorbeeld nie.

1.11 Geen bepaling hierin sal geag word of uitgelê word tot nadeel van 'n party omdat daardie party sodanige bepaling gestruktureer, opgestel of voorgestel het of geag word dit te gedoen het nie.

1.12 Hierdie ooreenkoms word beheer deur, uitgelê en geïnterpreteer in ooreenstemming met die Reg van die Republiek van Suid-Afrika.

1.13 Ingeval daar enige verskil of teenstrydigheid tussen die bepalings van hierdie ooreenkoms en enige skedules en/of aanhangsels tot hierdie ooreenkoms is, sal die bepalings van hierdie ooreenkoms deurslaggewend wees.

1.14 Hierdie ooreenkoms sal enige reg opvolgers in titel en belang van die partye tot hierdie ooreenkoms bind, asof hierdie terme en voorwaarde persoonlik deur die partye se opvolgers in reg, titel en belang aangegaan is.

2.

**INLEIDING:**

2.1 Die Verkoper is die eienaars van die Eiendom.

2.2 Die Verkoper het ooreengekom om die plaas as 'n lopende onderneming wat landbou inkomste genereer deurmiddel van beesboerdery, skaapboerdery, bokboerdery en wildboerdery.

2.3 Hierdie ooreenkoms vervat die terme en voorwaarde waarop die partye ooreengekom het tot die voorgemelde koop en verkoop van die eiendom, indien aanbod 'n finale en bindende koop word deur die aanvaarding hiervan deur die verkoper voor of op **05 MAART 2021**. Aanvaarding van hierdie aanbod deur die Koper word bewerkstellig deurdat die Verkoper 'n eksemplaar van hierdie ooreenkoms onderteken en oorhandig aan die Koper of sodanige eksemplaar stuur aan die Koper per epos te williamw@lantic.net .

3.

**KOOPPRYS EN BETALING:**

3.1 Die koopprys is R11 788 478-87 (Elf miljoen sewe honderd agt en tagtig duisend vier honderd agt en sewentig rand sewe en tagtig sent) BTW uitgesluit.

3.2 Die partye boekstaaf dat die partye geregistreer is vir BTW en dat die plaas verkoop word as 'n lopende onderneming wat 'n boerdery inkomste genereer en dat die BTW as'n nul koers betaalbaar is.

3.3 Die volle koopsom ten aansien van die eiendom sal betaal word deur die Koper aan die Verkoper se aangewese derde party op die oordrag datum.

3.4 Onderwig aan oordrag en binne **90 DAE** gereken vanaf die ondertekeningsdatum, sal die Koper 'n kommersiële Bankwaarborg aan die Akte uitmakers, aanvaarbaar vir die Verkoper, lewer vir betaling van die volle koopsom van R11 788 478-87 (Elf miljoen sewe honderd agt en tagtig duisend vier honderd agt en sewentig rand sewe en tagtig sent) plus BTW daarop bereken (indien BTW Betaalbaar sal wees), alternatiewelik sal die koper die voormelde koopprys in kontant inbetaling by die Akte uitmakers voor of op die datum waarop die koper die waarborg moet lewer ingevolge die bepalings van hierdie klousule.

3.5 Die koopsom sal in trust gehou word deur die Akte uitmakers tot en met die oordrag van die eiendom.

3.6 Enige rente verdien op voormelde bedrag wat inbetaal word in die trustrekening van die Akteuitmaker sal vir die rekening en voordeel van die Koper wees en op die oordragdatum aan die Koper uitbetaal word.

3.7 Die waarborge sal opvraagbaar en betaalbaar wees te Bloemfontein of enige ander plek skriftelik aangewys deur die Akteuitmaker:

3.7.1 Op oordrag van die eiendom in naam van die Koper;

3.7.2 Met kansellasie van enige bestaande verband soos geregistreer oor die eiendom voor die oordragdatum;

3.7.3 Teen gelyktydige registrasie van 'n nuwe verband indien die Koper in die uitsluitlike diskresie van die Koper verkies om 'n verband te registreer as sekuriteit vir enige finansiering.

3.8 Alle betalings ontstaande uit hierdie ooreenkoms sal gemaak word vry van enige bankwisselkoers, kommissie en ander aftrekkings aan die party daarop geregtig,teen die datum van verskuldigheid en in die geval wanneer sodanige datum van verskuldigheid nie 'n besigheidsdag is nie, op die onmiddellik daaropvolgende besigheidsdag.

3.9 Geeneen van die partye sal die reg hê om enige betaling verskuldig aan die ander party te weerhou, oor te maak aan 'n ander persoon, te wysig op enige voorwaarde wat nie uit hierdie ooreenkoms ontstaan nie of om 'n bevel om afwysing tot betaling van sodanige bedrag te verkry of enige eksekusie of ander vonnis by wyse van skuldvergelyking of teeneis, ontstaande uit welke oorsaak ookal, uitgesluit die redes of oorsake soos uiteengesit in klousule 5.4 van hierdie ooreenkoms, welke terme van die ooreenkoms die Koper uitdruklik magtig om 'n gedeelte van die koopprys te weerhou onderhewig aan die terme en voorwaardes soos uiteengesit in klousule 5.4.

3.10 Ongeag die bepalings van hierdie ooreenkoms sal enige bedrag verskuldig deur die een party aan die ander party (insluitend skadevergoeding) ontstaande en betaalbaar in terme van en uit hoofde van hierdie ooreenkoms, rente beloop vanaf die verskuldigde datum welke rente maandeliks agteruit bereken en gekapitaliseer sal word op die balans verskuldig van tyd tot tyd.

3.11 Indien die Koper die koopprys inbetaal voor die dae na verwys in klousule 3.3 en indiening van die aktes by die aktekantoor ter registrasie van transport van die eiendom in naam van die koper nie binne 14 (VEERTIEN) dae kan geskied nie, sal die Akteuitmaker voormelde bedrag belê by Nedbank CorporateSaver op die volgende voorwaardes:

3.11.1 die bedrag moet belê word op 'n trust spaar rekening of rente-draende rekening;

3.11.2 die rekening moet 'n verwysing bevat na Artikel 78(2A) van die Wet op Prokureurs (Wet Nr 53 van 1979);

3.11.3 die rente wat verdien word op die belegging, is tot die koper se voordeel en moet aan die koper betaal word na aftrekking van fooie en uitgawes om die belegging te administreer, so spoedig moontlik na die datum van registrasie van bogemelde transaksie;

3.11.4 die klousule 3 bedrag aldus belê moet op die datum van registrasie uitbetaal word in ooreenstemming met die Akteuitmaker se opdrag;

3.11.5 die partye is bewus van die feit dat terwyl die bedrag belê is by die gemelde bank, die bedrag nie beskerm is teen 'n moontlike likwidasie van die gemelde bank nie;

3.11.6 In terme van Artikel 86(5) van die Wet op Regspraktyke, Wet Nr. 28 van 2014, 5% (VYF PERSENT) van die rente wat geakkumuleer word op die gemelde belegging, oorbetaal moet word aan die Raad op Regspraktisynsen in die Fonds vestig.

4.

**BELASTING OP TOEGEVOEGDE WAARDE:**

4.1 Die Verkoper waarborg dat die Verkoper vir doeleindes van hierdie ooreenkoms 'n ondernemer is soos gedefinieer in Artikel 1 van die BTW Wet en in terme van Artikel 23 van die BTW Wet as sulks geregistreer is onder BTW Nommer: 4690188174.

4.2 Die Koper waarborg dat die Koper vir doeleindes van hierdie ooreenkoms 'n ondernemer is soos gedefinieer in Artikel 1 van die BTW Wet en in terme van Artikel 23 van die BTW Wet as sulks geregistreer is onder BTW Nommer: 4860167115.

4.3 Sonder om te aanvaar dat die transaksie onderhewig is aan BTW teen die standaardkoers, kom die partye ooreen dat indien vir welke rede ookal BTW nie as 'n nulkoers gereken sal word nie in terme van die BTW Wet en soos deur die partye in die vooruitsig gestel, of indien die Verkoper deur SARS versoek word om BTW op die transaksie te betaal teen 'n koers hoër as die standaard BTW koers, sal die Koper op die skriftelike versoek van die Verkoper of die

Akteuitmaker, vergesel van 'n belastingfaktuur die bedrag BTW betaal teen die standaard BTW koers binne 7 (SEWE) dae na ontvangs van 'n kennisgewing dat BTW betaalbaar is en 'n faktuur. Die BTW sal dan addisioneel tot die koopsom betaal word.

5.

**BESIT:**

5.1 Besit en vakante okkupasie van die plaas sal gegee word deur die Verkoper en geneem word deur die Koper op die ondertekenings datum, vanaf welke datum die Koper geregtig sal wees tot enige voordeel wat ookal mag ontstaan uit die plaas en van welke datum die risiko van wins en verlies van die plaas oorgaan op die Koper. Die Koper sal verantwoordelik wees vanaf die ondertekenings datum vir die betaling van alle belastings en heffings en enige uitgawes wat in verband staan met die plaas.

5.2 Die Verkoper sal aan die Koper op aanvraag 'n bedrag betaal gelykstaande aan alle agterstallige belastings en heffings verskuldig aan enige plaaslike of provinsiale owerheid, verskuldig en betaalbaar tot en met die ondertekeningsdatum. Die partye sal op die oordragdatum al sodanige uitgawes ten aansien van die eiendom rekonsilieer.

5.3 Enige bedrag wat betaal is ten aansien van belastings, heffings en versekeringspremies vooruit betaal of agterstallig, sal proporsioneel bereken word en in ooreenstemming met die oordragdatum in die geval van die Verkoper deur die Koper addisioneel tot die koopprys betaal word proporsioneel in ooreenstemming met die oordragdatum en in die geval indien enige agterstallige bedrae verskuldig mag wees sal die Verkoper verantwoordelik wees vir die opbetaling daarvan proporsioneel en in ooreenstemming met die oordragdatum.

6.

**OORDRAG:**

6.1 Oordrag van die eiendom sal geskied binne 'n redelike tyd nadat die koopprys, belastings of heffings en koste betaalbaar deur die Koper deur middel van 'n waarborg versekureer is of inbetaal is by die akteuitmaker.

6.2 Elke party sal binne sewe (7) dae nadat sodanige party versoek is deur die Akteuitmaker om alle dokumente te onderteken wat in verband staan met die oordrag van die eiendom en alle dokumente versoek deur die Akteuitmaker lewer deur sodanige party ten einde oordrag van die eiendom en registrasie van die verband verlang deur die Koper, te bewerkstellig.

7.

**OORDRAGKOSTE:**

Die partye is onderskeidelik verantwoordelik vir die volgende kostes en heffings:

7.1 Elke party sal aanspreeklik wees vir die kostes en professionele fooiewat die partye moet betaal ten aansien van die onderhandelinge, opstel en sluiting van hierdie ooreenkoms;

7.2 Die Koper is verantwoordelik vir die koste verbonde aan:

7.2.1 Die registrasie van die oordrag van transport van die eiendom in naam van die Koper;

7.2.2 Die betaling van BTW indien enige BTW betaalbaar sal wees;

7.2.3 Enige ander oordragskostes, regskostes en kostes van soortelyke aard wat direk in verband staan met registrasie van die oordrag van die eiendom in naam van die Koper.

7.2.4 Die koste vir die opstel van hierdie ooreenkoms.

8.

**KONTRAK BREUK:**

8.1 Indien enige party ("verstek party") enige materiale terme van hierdie ooreenkoms verbreek en versuim om sodanige verbreking reg te stel binne veertien (14) dae (mits sodanige gebreke nie binne 14 dae reggestel kan word nie of binne sodanige langer periode as wat die verstek party mag bewys redelik is in die omstandighede) na ontvangs van 'n skriftelike kennisgewing van die ander party ("onskuldige party") wat die verstek party kennis gee om die gebrek of wanprestasie te herstel, sal die onskuldige party geregtig wees sonder benadeling van enige van sy ander regte waaroor die onskuldige party mag beskikking terme van hierdie ooreenkoms, om:

8.1.1 hierdie ooreenkoms te kanselleer en van die verstekparty skade te verhaal wat die onskuldige party gelei het uit hoofde van die verstekparty se gebrek of wanprestasie; of

8.1.2 onmiddellik spesifieke nakoming van die ooreenkoms deur die verstekparty om al sy verpligtinge in terme van die ooreenkoms na te kom.

9.

**AGENTEKOMMISSIE:**

Die partye boekstaaf dat daar GEEN AGENTEKOMMISSIE betaalbaar is nie.

10.

**KENNISGEWING EN DOMICILIA**

10.1 Die partye kies as hulle onderskeie domicilia citandi et executandi hulle onderskeie adresse soos in hierdie klousule uiteengesit vir alle doeleindes voortspruitende uit of in verband met die Ooreenkoms en by welke adresse alle prosesstukke en kennisgewings voortspruitende uit of in verband met hierdie Ooreenkoms, of die verbreking of beëindiging daarvan geldiglik beteken kan word op of oorhandig kan word aan die partye.

10.2 Vir doeleindes van hierdie Ooreenkoms is die partye se onderskeie adresse:

**Die Koper te**:

| Fisiese Adres: | Posadres: |
|---|---|
| BOTHASTRAAT 2<br>SCHWEIZER RENEKE<br>2780 | POSBUS 583<br>SCHWEIZER RENEKE<br>2780 |

E-pos: dirkfourie@lantic.net / williamw@lantic.net
Tel nr: (Mnr) 0834489245

**Die Verkoper te**:

Fisiese & Posadres:

_____
_____
_____
_____
_____
_____

E-pos:_____
Tel nr: (Mnr)

of by sodanige adres as waarvan die betrokke party skriftelik by wyse van 14 (veertien) dae voorafgaande kennis aan die ander party aangedui het, onderhewig daaraan dat geen straatadres wat in hierdie klousule aangedui word verander mag word na 'n posbus of poste restante nie.

10.3 Enige kennisgewing in terme van hierdie Ooreenkoms, sal skriftelik wees en sal

10.3.1 indien per hand afgelewer, geag word behoorlik deur die geadresseerde ontvang te wees op die dag van aflewering;

10.3.2 indien gepos per voorafbetaalde geregistreerde pos, geag wees deur die geadresseerde ontvang te wees op die 8ste (agste) dae nadat dit gepos is;

10.3.3 indien deur faksimilee of e-pos versend, geag word deur die geadresseerde ontvang te wees op die dag wat volg op die dag waarop dit versend is, tensy die teendeel bewys word.

10.4 Nieteenstaande enigiets tot die teendeel wat in hierdie Ooreenkoms geïmpliseer of vervat is, sal 'n skriftelike kennisgewing of kommunikasie wat werklik deur een party vanaf die ander party ontvang is, insluitende deur faksimilee versending, geag word voldoende kennis of kommunikasie wees aan die geadresseerde party.

11.

**VOETSTOOTS:**

Die eiendom word voetstoots verkoop ooreenkomstig die huidige ligging van die eiendom met al die geboue en verbeteringe daarop aangebring en soos dit uitsien

daarna in die huidige stand en kondisie van die eiendom, sonder enige waarborg van welke aard ookal deur die Verkoper. Die eiendom word verkoop ooreenkomstig die bestaande geregistreerde kaart-akte en onderhewig aan die bestaande serwituutvoorwaardes en ander voorwaardes uiteengesit in die transportakte van die eiendom. Geeneen van die partye sal geregtig wees om enige eis in te stel teen die ander party in die geval dat die eiendom by heropmeet van die bestaande grootte mag verskil. Die Verkoper sal nie verantwoordelik wees vir die uitwysing van enige baken van die eiendom of vir enige koste vir die heroprigting van die baken, die hervasstelling van sodanige baken of die aanbring van enige penne om duidelikheid te kry oor die grootte van die eiendom.

12.

**WAARBORGE:**

Die Verkoper gee geen waarborg met betrekking tot die geboue en enig verbetering op die eiendom of regte wat daaraan verbonde is nie. Dit word nie van die Verkoper vereis om die posisie van die bakens of penne op die eindom en / of die grense daarvan aan die Koper uit te wys nie en die verkoper is ook nie aanspreeklik vir die kostes daaraan verbonde nie.

13.

**OPSKORTENDE VOORWAARDES:**

13.1 Die koop hierin is onderhewig daaraan dat die Koper goedgekeerde finansiering van 'n bank of finansiële insletting sal verkry vir die bedrag van **R11 788 478-87 (Elf miljoen sewe honderd agt en tagtig duisend vier honderd agt en sewentig rand sewe en tagtig sent)** plus BTW daarop bereken (indien BTW Betaalbaar sal wees) binne 'n tydperk van **90 dae** na aanvaarding hiervan deur ondertekening hiervan deur die Verkoper.

13.2 Indien daar nie aan voorwaarde 13.1 hierbo voldoen kan word nie verval hierdie ooreenkoms in geheel en beskik hierdie ooreenkoms oor geen regskrag hoegenaamd nie.

14.

**WERKNEMERS:**

14.1 Die partye boekstaaf dat geen werknemers in diens van die werkgewer aan die Koper oorgedra word in terme van die bepalings van Artikel 197 van die Wet op Arbeidsverhoudinge nie.

14.2 Die Verkoper sal op sy eie koste, indien nodig, vergoeding betaal aan enige werknemer ten opsigte van enige verlof, bonusse en ander voordele verskuldig aan sodanige werknemer soos op die oordrag datum bereken en bepaal.

14.3 Die Verkoper sal sy werknemer afbetaal soos en met die opdrag daartoe en onderneem die Verkoper om aan die Kopers enige skeidingspakket en/of voordeel uitbetaal in terme van die bepalings van die Wet op Arbeidsverhoudinge.

14.4 Die Verkoper vrywaar hiermee en skeld die Koper vry van enige eise van sodanige werknemer uit hoofde van voormelde.

15.

**ARBITRASIE EN DISPUUTBESLEGTING:**

15.1 Enige dispuut ontstaande uit die bepalings van hierdie ooreenkoms, insluitende maar nie beperk tot enige dispuut rakende:

15.1.1 Die bestaan, geldigheid of uitvoering van hierdie ooreenkoms of enige klousule daarvan;

15.1.2 Die interpretasie van hierdie ooreenkoms;

15.1.3 Die regte en verpligtinge van die partye in terme van hierdie ooreenkoms;

15.1.4 Die rektifikasie van hierdie ooreenkoms;

15.1.5 Enige kontrakbreuk of kansellasie van hierdie ooreenkoms en die gevolge daarvan;

15.2 'n Arbiter sal 'n prokureur of advokaat wees met nie minder as 10 jaar praktykservaring nie, genomineer op versoek van enige van die partye tot die arbitrasie deur die onderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.2.1 Indien die geskil suiwer oor 'n landbou aangeleentheid gaan sal die arbiter 'n boer met ten minste tien jaar ervaring in die verbouing van die betrokke gewas wees waarop die partye skriftelik moet ooreenkom, by gebreke waaraan die arbiter aangewys moet word deur onderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.2.2 In enige ander aangeleentheid sal die arbiter 'n prokureur of advokaat wees met nie minder as tien jaar praktiese ondervinding nie waarop die partye moet ooreenkomonderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.3 Die arbitrasie moet geskied te Bloemfontein en op 'n informele basis met die oogmerk dat dit afgehandel word binne negentig dae na die aanstelling van 'n arbiter. Die arbiter moet aangestel word binne tien dae nadat die een party aan die ander party kennis gegee het van die bestaan van 'n dispuut.

15.4 Die arbitrasie moet op 'n informele wyse geskied d.w.s sonder die nodigheid om pleitskrifte te wissel en dokumente bloot te lê, altyd egter, onderworpe aan die aanwysings van die arbiter.

15.5 Binne sewe dae na die aanstelling van die arbiter moet die partye 'n skriftelike arbitrasie ooreenkoms aangaan met die hoofdoel om die geskilpunt(e) tussen hulle te definieer en hulle onderskeie standpunte daaraangaande op rekord te plaas.

15.6 Binne sewe dae nadat die arbitrasie ooreenkoms aangegaan is moet die partye met die arbiter vergader ten einde sy aanwysings te kry oor die verdere verloop van die arbitrasie insluitend die gebruik van dokumente deur die partye en die beskikbaarmaking daarvan;

15.7 Die Arbitrasiewet, No. 42 van 1956 is op die arbitrasie van toepassing;

15.8 Die arbiter het die mag om self te beslis of hy die bevoegdheid het om 'n bepaalde dispuut te bereg insluitende dispute oor prosedure en die maak van 'n gepaste kostebevel.

15.9 Die bepalings van hierdie klousule sal geen party weerhou van sy reg om dringende regshulp aan te vra by enige bevoegde Hof nie.

## VERKOPER SE VERANTWOORDELIKHEDE VOOR DIE OORDRAGDATUM:

16.1 Voortsetting van besigheid:

16.1.1 Die Koper boekstaaf dat die eiendom nie teen enige risiko verseker is nie. Die Koper sal vanaf die ondertekeningsdatum vir die rekening van die Koper geregtig wees om die eiendom op koste van die Koper te verseker insluitende enige verbeteringe daarop teen enige risiko wat die Koper van welke aard ookal in sy uitsluitlike diskresie op mag besluit.

16.1.2 Die Verkoper onderneem om mee te werk tot sodanige versekering deur die Koper en sal die Verkoper as eienaar enige dokumente in verband daarmee onderteken wat die Koper of versekeringsmakelaar aan die Verkoper voorlê vir ondertekening en ter verkryging van die versekering

16.1.3 Die Koper sal vir die eie rekening van die Koper geregtig wees op enige opbrengs in terme van sodanige versekeringspolis, maar sal die Koper nie by die plaasvind van enige gebeurtenis ingevolge waarvan die eiendom voor die oordragdatum sodanig verwoes of beskadig word dat die Koper of enige huurder nie in staat sal wees om die boerdery onderneming of enige gedeelte daarvan as 'n lopende onderneming te bedryf nie, geregtig wees op kansellasie van hierdie ooreenkoms nie

16.2 Onwettige handelinge:

16.2.1 Die Verkoper sal nie, sonder die voorafverkreë skriftelike toestemming van die Koper (wie se toestemming nie onredeliker wyse weerhou mag word nie) voor die oordragdatum:

16.2.1.1 Enige bate vervreem, toestem tot 'n vervreemding of enige bate beswaar ten opsigte van die eiendom nie van die eiendom nie.

16.2.1.2 Enige abnormale of ongewone transaksie aangaan wat die eiendom nadelig mag affekteer.

16.2.1.3 Die eiendom op enige wyse of manier verander nie.

16.2.1.4 Enige struktuur aangebring op die eiendom verander, wysig of verwyder nie.

16.2.1.5 Die eiendom op dieselfde wyse gebruik en aanwend soos die bestaande praktyk op datum van ondertekening van die ooreenkoms was.

17.

**ELEKTRIESE SERTIFIKAAT:**

17.1 Die partye boekstaaf dat daar geen elektriese installasies op die eiendom aangebring is nie en dat 'n elektriese sertifikaat soos gespesifiseer in aanhangsel 1 tot die Instituut vir Elektriese Regulasies 1992 of enige wysiging ingevolge daarvan nodig is nie.

18.

**ALGEMEEN:**

18.1 Hierdie ooreenkoms stel die volledige ooreenkoms tussen die partye daar. Geen party is gebonde aan enige uitdruklike, stilswyende of geïmpliseerde terme, voorstelling, waarborg of soortgelyke handeling wat nie vervat is in hierdie ooreenkoms nie. Hierdie ooreenkoms termineer en vervang enige vorige beloftes, ondernemings of voorstellings hetsy skriftelik of mondeling gemaak tussen die partye ten opsigte van enige onderwerp van hierdie ooreenkoms.

18.2 Geen toevoeging, verandering, novasie of ooreengekome kansellasie of enige terme van hierdie ooreenkoms sal bindend op die partye wees tensy die partye sodanige toevoeging, wysiging, novasie of kansellasie op skrif gestel is en deur die partye onderteken is nie.

18.3 Geen tegemoetkoming of uitstel van tyd of ander toegewing wat gegee word of toegelaat word deur enige party aan die ander ten opsigte van enige betaling of verpligting of optrede in terme van hierdie Ooreenkoms, sal op enige manier of onder enige omstandighede geag word as 'n toestemming deur enige party te wees of 'n afstanddoening of novasie wees of andersins sodanige party se regte affekteer in terme van, of voortspruitende uit, hierdie Ooreenkoms nie of sodanige party verhoed om sy regte voortspruitende uit hierdie Ooreenkoms te enige tyd uit te oefen om sonder kennisgewing streng en tydige nakoming van elke bepaling of term hiervan af te dwing nie.

18.5 Die partye boekstaaf dat hierdie ooreenkoms op afsonderlike plekke en op afsonderlike dokumente onderteken kan word en met samevoeging van die twee dokumente wat onderskeidelik deur die Verkoper en die Koper elk onderteken is, een gehele en bindende ooreenkoms sal uitmaak.

GETEKEN TE SCHWEIZER -RENEKE HIERDIE 19 DE DAG VAN FEBRUARIE 2021

**AS GETUIES:**

1. _____

2. _____

_____
KOPER

GETEKEN TE BLOEMFONTEIN HIERDIE _____ DAG VAN FEBRUARIE 2021

**AS GETUIES:**

1. _____

2. _____

_____
VERKOPER

# RESOLUSIE VAN BESLUIT

**RESOLUSIE VAN BESLUIT DEUR DIE DIREKTEURE VAN KRIDYN BOERDERY (EDMS) BPK, REGISTRASIENOMMER 1997/011149/07**

**GEHOU TE SCHWEIZER RENEKE OP 19 FEBRUARIE 2021.**

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Daar word besluit dat:

1. Dat 'n **KOOPOOREENKOMS** hierby aangeheg deur **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer: 1997/011149/07 (Koper)** en **DIE TRUSTEES VAN DIE RORICHS HOOP TRUST, Registrasienommer: IT2132/92 (Verkoper)** aangegaan word.

2. Dat **DIRK JACOBUS FOURIE**, **Identiteitsnommer 701120 5241 086**,die ooreenkoms en alle dokumentasie in verband daarmee namens **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07**,mag teken en om verder enige handeling te verrig wat in verband met voormelde voorgenome ooreenkoms namens **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07,** nodig sal wees ten einde uitvoering te gee aan die voorwaardes in die ooreenkoms uiteengesit.

3. Dat daar ingestem word deur **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07,** tot die terme en voorwaardes van gemelde ooreenkoms.

_____

DIREKTEUR

T23238/2010



# KOOPKONTRAK

TUSSEN:

**KRIDYNBOERDERY (EDMS) BEPERK**
(Registrasienommer: **1997/011149/07**)
Hierin verteenwoordig deur **DIRK JACOBUS FOURIE**, ID NR. 7011205241086in sy hoedanigheid as Direkteur, behoorlik daartoe gemagtig.

(die "**Koper**")

EN

**DIE TRUSTEES VAN DIE WELGEVAL TRUST**
(Registrasienommer: **TMP2690**
Hierin verteenwoordig deur **REINIER MEYER WEIDEMAN**, ID NR. 880501 513 0085, in syhoedanigheid as Trustee, behoorlik daartoe gemagtig.

(die "**Verkoper**")

FJfourie

1.

**INTERPRETASIE:**

1.1 In hierdie ooreenkoms is opskrifte geriefshalwe gebruik en sal nie gebruik word vir die interpretasie van die ooreenkoms tensy die teendeel uit die samehang van die ooreenkoms blyk.

1.2 In hierdie ooreenkoms, tensy die teendeel duidelik daaruit blyk sluit woorde:

1.2.1 wat na een geslag verwys ook die ander geslag in;

1.2.2 wat na die enkelvoud verwys ook die meervoud in en omgekeerd;

1.2.3 wat na natuurlike persone verwys ook opgerigte entiteite (ingelyf of oningelyf) of regspersone in, en omgekeerd;

1.3 Die volgende terme sal die betekenisse wat hieronder daaraan toegeken word, hê en verwante uitdrukkings sal 'n ooreenstemmende betekenis hê, naamlik:

1.3.1 **"Akteuitmakers"** beteken Horn van Rensburg Bloemfontein. Telefoon nommer 051448 9985

1.3.2**"Besigheidsdag"** betekenenige dag anders as 'n Saterdag, Sondag of amptelike publieke vakansiedag in die Republiek van Suid-Afrika.

1.3.3**"BTW"** beteken Belasting op Toegevoegde Waarde betaalbaar in terme van die BTW Wet.

1.3.4**"BTW Wet"** beteken die Wet op Belasting op Toegevoegde Waarde nommer 89 van 1991, soos gewysig.

1.3.5**"Eiendom"** beteken die volgende onroerende eiendomme:

1.3.5.1 GEDEELTE 4 VAN DIE PLAAS REPUBLIEK, 80,5170 ( TAGTIG KOMMA VYF EEN SEWE NUL) HEKTAAR, LEKWA-TEEMANE DISTRIK, PROVINSIE NOORD-WES.

Fairie.

1.3.5.2 RESTERENDE GEDEELTE VAN DIE PLAAS HONI-SOIT-MAL-Y-PENSE, 394,5508 (DRIE HONDERD VIER EN NEGENTIG KOMMA VYF VYF NUL AGT) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.

Eiendomme 1.3.5.1 en 1.3.5.2 word gehou volgens aktes van transport nommer T28238/2010.

1.3.7**"Koopprys"** beteken die bedrag R 3 428 708.56 (Drie miljoen vier honderd agt en twintig duisend sewe honderd en agt rand, ses en vyftig sent) BTW uitgesluit.

1.3.8**"Koper"** beteken Kridyn Boerdery (Edms) Bpk(Registrasie nommer 1997/011149/07), 'nMaatskappy behoorlik geïnkorporeer in terme van die Maatskappye Wet.

1.3.9**"Ondertekeningsdatum"** beteken die datum waarop hierdie ooreenkoms onderteken word deur die party wat die ooreenkoms laaste teken.

1.3.10**"Oordrag"** beteken registrasie van transport van die eiendom in naam van die Koper ooreenkomstig die bepalings van die Akteswet nommer 47 van 1937, soos gewysig.

1.3.11**"Oordragdatum"** beteken die datum waarop oordrag geregistreer word in die Aktekantoor.

1.3.12**"Partye"** beteken die Koper en die Verkoper en enige verwysing na party is 'n verwysing na een van die partye.

1.3.13 **"Plaas"** beteken die eiendomme verwys in paragraaf 1.3.5.

Fourie.

1.3.14 **"Rente"** beteken die nominale jaarliks, maandeliks agteruit saamgestel, prima oortrokke rentekoers soos gehef deur Standard Bank Beperk, van tyd tot tyd amptelik gekwoteer deur **NEDBANK** Bank, bereken op 'n 365 (drie honderd vyf en sestig) dae faktor ongeag of die jaar 'n skrikkeljaar is, soos gesertifiseer deur enige bestuurder van **NEDBANK**Bank waarvan die bewys van aanstelling nie nodig sal wees nie, welke sertifikaat sal dien as prima facie bewys van die inhoud daarvan.

1.3.15 **"Verkoper"** beteken Die Trustees van die Welgeval Trust(TMP2690) 'n Trust behoorlik geïnkorporeer en geregistreer kragtens die Wette van die Republiek van Suid-Afrika.

1.3.16 **"Voldoeningsdatum"** beteken die datum waarop die laaste van die opskortende voorwaarde na verwys in 13.1.1 en 13.1.2 voldoen is.

1.4 Enige verwysing na enige Wet, Regulasie of ander Wetgewing sal 'n verwysing wees na sodanige Wet, Regulasie of ander Wetgewing soos op die ondertekeningsdatum en soos gewysig of vervang van tyd tot tyd.

1.5 Indien enige bepaling in 'n omskrywing 'n substantiewe bepaling is wat regte verleen of verpligtinge oplê op enige party, ongeag die feit dat sodanige bepaling slegs in die omskrywingsklousule vervat is, sal uitvoering daaraan gegee word asof dit 'n substantiewe bepaling in die liggaam van die ooreenkoms is.

1.6 Uitdrukkings in die ooreenkoms omskryf, sal dieselfde betekenis dra in die skedules of bylaes tot hierdie ooreenkoms wat nie insigself hulle eie omskrywing bevat nie.

1.7 Wanneer 'n getal dae in hierdie ooreenkoms voorgeskryf word, sal genoemde bereken word uitsluitend van die eerste en insluitend van die laaste dag tensy die laaste dag op 'n Saterdag, Sondag of openbare vakansiedag val, in welke geval die laaste dag die daaropvolgende dag sal wees wat nie 'n Saterdag, Sondag of openbare vakansiedag is nie.

1.8 Enige verwysing na dae (anders as 'n verwysing na besigheidsdae), maande of jare sal 'n verwysing na kalenderdae, maande en jare wees, na gelang van die geval.

1.9 Die gebruik van enige uitdrukking in hierdie ooreenkoms wat 'n prosedure beskikbaar in terme van Suid-Afrikaanse Reg omskryf, soos likwidasie, sal, indien enige van die partye tot hierdie ooreenkoms onderhewig is aan die reg van 'n ander juisdiksie, geag word enige soortgelyke of analoë prosedure insluit onder die reg van sodanige ander jurisdiksie.

1.10 Die gebruik van die woord "insluitend" gevolg deur 'n spesifieke voorbeeld sal nie sodanig uitgelê word as 'n beperking op die betekenis van die voorafgaande frase nie en sal die *eiusdem generis* reël nie van toepassing wees in die interpretasie van sodanige frase, bewoording of sodanige spesifieke voorbeeld nie.

1.11 Geen bepaling hierin sal geag word of uitgelê word tot nadeel van 'n party omdat daardie party sodanige bepaling gestruktureer, opgestel of voorgestel het of geag word dit te gedoen het nie.

1.12 Hierdie ooreenkoms word beheer deur, uitgelê en geïnterpreteer in ooreenstemming met die Reg van die Republiek van Suid-Afrika.

1.13 Ingeval daar enige verskil of teenstrydigheid tussen die bepalings van hierdie ooreenkoms en enige skedules en/of aanhangsels tot hierdie ooreenkoms is, sal die bepalings van hierdie ooreenkoms deurslaggewend wees.

1.14 Hierdie ooreenkoms sal enige reg opvolgers in titel en belang van die partye tot hierdie ooreenkoms bind, asof hierdie terme en voorwaarde persoonlik deur die partye se opvolgers in reg, titel en belang aangegaan is.

2.

**INLEIDING:**

2.1 Die Verkoper is die eienaars van die eiendom bestaande uit die plase vermeld in paragraaf 1.3.5.

Laurie.

2.2 Die Verkoper het ooreengekom om die plaas as 'n lopende onderneming wat landbou inkomste genereer deurmiddel van veeboerdery.

2.3 Hierdie ooreenkoms vervat die terme en voorwaarde waarop die partye ooreengekom het tot die voorgemelde koop en verkoop van die eiendom.

3.

**KOOPPRYS EN BETALING:**

3.1 Die koopprys van R 3 428 708.56 (Drie miljoen vier honderd agt en twintig duisend sewe honderd en agt rand, ses en vyftig sent) BTW uitgesluit.

3.2 Die partye boekstaaf dat die partye geregistreer is vir BTW en dat die plaas verkoop word as 'n lopende onderneming wat 'n boerdery inkomste genereer en dat die BTW as'n nul koers betaalbaar is.

3.3 Die volle koopsom ten aansien van die eiendom sal betaal word deur die Koper aan die Verkoper op die oordrag datum.

3.4 Onderwig aan oordrag en binne 30 dae gereken vanaf die ondertekenings datum, sal die Koper 'n kommersiële Bankwaarborg aan die Akteuitmakers, aanvaarbaar vir die Verkoper, lewer vir betaling van die volle koopsom van R 3 428 708.56 (Drie miljoen vier honderd agt en twintig duisend sewe honderd en agt rand, ses en vyftig sent) plus BTW daarop bereken (indien BTW Betaalbaar sal wees), alternatiewelik sal die koper die voormelde koopprys in kontant inbetaling by die Akteuitmakers voor of op die datum waarop die koper die waarborg moet lewer ingevolge die bepalings van hierdie klousule.

3.5 Die koopsom sal in trust gehou word deur die Akteuitmakers tot en met die oordrag van die eiendom.

3.6 Enige rente verdien op voormelde bedrag wat inbetaal word in die trustrekening van die Akteuitmaker sal vir die rekening en voordeel van die Koper wees en op die oordragdatum aan die Koper uitbetaal word.

3.7 Die waarborge sal opvraagbaar en betaalbaar wees te Bloemfontein of enige ander plek skriftelik aangewys deur die Akteuitmaker:

3.7.1 Op oordrag van die eiendom in naam van die Koper;

Fgaurie.

3.7.2 Met kansellasie van enige bestaande verband soos geregistreer oor die eiendom voor die oordragdatum;

3.7.3 Teen gelyktydige registrasie van 'n nuwe verband indien die Koper in die uitsluitlike diskresie van die Koper verkies om 'n verband te registreer as sekuriteit vir enige finansiering.

3.8 Alle betalings ontstaande uit hierdie ooreenkoms sal gemaak word vry van enige bankwisselkoers, kommissie en ander aftrekkings aan die party daarop geregtig,teen die datum van verskuldigheid en in die geval wanneer sodanige datum van verskuldigheid nie 'n besigheidsdag is nie, op die onmiddellik daaropvolgende besigheidsdag.

3.9 Geeneen van die partye sal die reg hê om enige betaling verskuldig aan die ander party te weerhou, oor te maak aan 'n ander persoon, te wysig op enige voorwaarde wat nie uit hierdie ooreenkoms ontstaan nie of om 'n bevel om afwysing tot betaling van sodanige bedrag te verkry of enige eksekusie of ander vonnis by wyse van skuldvergelyking of teeneis, ontstaande uit welke oorsaak ookal.

3.10 Ongeag die bepalings van hierdie ooreenkoms sal enige bedrag verskuldig deur die een party aan die ander party (insluitend skadevergoeding) ontstaande en betaalbaar in terme van en uit hoofde van hierdie ooreenkoms, rente beloop vanaf die verskuldigde datum welke rente maandeliks agteruit bereken en gekapitaliseer sal word op die balans verskuldig van tyd tot tyd.

3.11 Indien die Koper die koopprys inbetaal voor die dae na verwys in klousule 3.3 en indiening van die aktes by die aktekantoor ter registrasie van transport van die eiendom in naam van die koper nie binne 14 (VEERTIEN) dae kan geskied nie, sal die Akteuitmaker voormelde bedrag belê by Nedbank Corporate Saver op die volgende voorwaardes:

3.11.1 die bedrag moet belê word op 'n trust spaar rekening of rente-draende rekening;

3.11.2 die rekening moet 'n verwysing bevat na Artikel 78(2A) van die Wet op Prokureurs (Wet Nr 53 van 1979);

3.11.3 die rente wat verdien word op die belegging, is tot die koper se voordeel en moet aan die koper betaal word na aftrekking van fooie en

Fgaurie.

uitgawes om die belegging te administreer, so spoedig moontlik na die datum van registrasie van bogemelde transaksie;

3.11.4 die klousule 3 bedrag aldus belê moet op die datum van registrasie uitbetaal word in ooreenstemming met die Akteuitmaker se opdrag;

3.11.5 die partye is bewus van die feit dat terwyl die bedrag belê is by die gemelde bank, die bedrag nie beskerm is teen 'n moontlike likwidasie van die gemelde bank nie;

3.11.6 In terme van Artikel 86(5) van die Wet op Regspraktyke, Wet Nr. 28 van 2014, 5% (VYF PERSENT) van die rente wat geakkumuleer word op die gemelde belegging, oorbetaal moet word aan die Raad op Regspraktisynsen in die Fonds vestig.

4.

**BELASTING OP TOEGEVOEGDE WAARDE:**

4.1 Die Verkoper waarborg dat die Verkoper vir doeleindes van hierdie ooreenkoms 'n ondernemer is soos gedefinieer in Artikel 1 van die BTW Wet en in terme van Artikel 23 van die BTW Wet as sulks geregistreer is onder BTW Nommer: 4950191587.

4.2 Die Koper waarborg dat die Koper vir doeleindes van hierdie ooreenkoms 'n ondernemer is soos gedefinieer in Artikel 1 van die BTW Wet en in terme van Artikel 23 van die BTW Wet as sulks geregistreer is onder BTW Nommer: 4860167115.

4.3 Sonder om te aanvaar dat die transaksie onderhewig is aan BTW teen die standaardkoers, kom die partye ooreen dat indien vir welke rede ookal BTW nie as 'n nulkoers gereken sal word nie in terme van die BTW Wet en soos deur die partye in die vooruitsig gestel, of indien die Verkoper deur SARS versoek word om BTW op die transaksie te betaal teen 'n koers hoër as die standaard BTW koers, sal die Koper op die skriftelike versoek van die Verkoper of die Akteuitmaker, vergesel van 'n belastingfaktuur die bedrag BTW betaal teen die standaard BTW koers binne 7 (SEWE) dae na ontvangs van 'n kennisgewing dat BTW betaalbaar is en 'n faktuur. Die BTW sal dan addisioneel tot die koopsom betaal word in die bedrag van 15% op die koopsom van R 3 428 708.56 (Drie miljoen vier honderd agt en twintig duisend sewe honderd en agt rand, ses en vyftig sent.)

5.

**BESIT:**

5.1 Besit en ongestoorde okkupasie van die eiendom is reeds aan die Koper gegee ondanks die datum van ondertekening hiervan, vanaf welke datum dit vir die Koper se uitsluitlike risiko, wins of verlies is.

5.2 Die Verkoper sal aan die Koper op aanvraag 'n bedrag betaal gelykstaande aan alle agterstallige belastings en heffings verskuldig aan enige plaaslike of provinsiale owerheid, verskuldig en betaalbaar tot en met die ondertekeningsdatum. Die partye sal op die oordragdatum al sodanige uitgawes ten aansien van die eiendom rekonsilieer.

5.3 Enige bedrag wat betaal is ten aansien van belastings, heffings en versekeringspremies vooruit betaal of agterstallig, sal proporsioneel bereken word en in ooreenstemming met die oordragdatum in die geval van die Verkoper deur die Koper addisioneel tot die koopprys betaal word proporsioneel in ooreenstemming met die oordragdatum en in die geval indien enige agterstallige bedrae verskuldig mag wees sal die Verkoper verantwoordelik wees vir die opbetaling daarvan proporsioneel en in ooreenstemming met die oordragdatum.

5.4 Die okkupasie huurgeld beloop 'n bedrag van R250.00 (twee honderd en vyftig rand) per hektaar per jaar, maandeliks voortuibetaalbaar te wete R9897.24 plus 15% BTW te wete R 11 381.82 (BTW ingesluit).

5.5 Die okkupasiehuur vir Julie en Augustus 2021 is tans betaalbaar.

6.

**OORDRAG:**

6.1 Oordrag van die eiendom sal geskied binne 'n redelike tyd nadat die koopprys, belastings of heffings en koste betaalbaar deur die Koper deur middel van 'n waarborg versekureer is of inbetaal is by die akteuitmaker.

6.2 Elke party sal binne sewe (7) dae nadat sodanige party versoek is deur die Akteuitmaker om alle dokumente te onderteken wat in verband staan met die oordrag van die eiendom en alle dokumente versoek deur die Akteuitmaker lewer deur sodanige party ten einde oordrag van die eiendom en registrasie van die verband verlang deur die Koper, te bewerkstellig.

7.

**OORDRAGKOSTE:**

Die partye is onderskeidelik verantwoordelik vir die volgende kostes en heffings:

7.1 Elke party sal aanspreeklik wees vir die kostes en professionele fooiewat die partye moet betaal ten aansien van die onderhandelinge, opstel en sluiting van hierdie ooreenkoms;

7.2 Die Koper is verantwoordelik vir die koste verbonde aan

:

7.2.1 Die registrasie van die oordrag van transport van die eiendom in naam van die Koper;

7.2.2 Die betaling van BTW indien enige BTW betaalbaar sal wees;

7.2.3 Enige ander oordragskostes, regskostes en kostes van soortelyke aard wat direk in verband staan met registrasie van die oordrag van die eiendom in naam van die Koper.

7.2.4 Die koste vir die opstel van hierdie ooreenkoms.

8.

**KONTRAK BREUK:**

8.1 Indien enige party ("verstek party") enige materiale terme van hierdie ooreenkoms verbreek en versuim om sodanige verbreking reg te stel binne veertien (14) dae (mits sodanige gebreke nie binne 14 dae reggestel kan word nie of binne sodanige langer periode as wat die verstek party mag bewys redelik is in die omstandighede) na ontvangs van 'n skriftelike kennisgewing van die ander party ("onskuldige party") wat die verstek party kennis gee om die gebrek of wanprestasie te herstel, sal die onskuldige party geregtig wees sonder benadeling van enige van sy ander regte waaroor die onskuldige party mag beskikking terme van hierdie ooreenkoms, om:

8.1.1 hierdie ooreenkoms te kanselleer en van die verstekparty skade te verhaal wat die onskuldige party gelei het uit hoofde van die verstekparty se gebrek of wanprestasie; of

Jfaurie.

8.1.2 onmiddellik spesifieke nakoming van die ooreenkoms deur die verstekparty om al sy verpligtinge in terme van die ooreenkoms na te kom.

9.

**AGENTEKOMMISSIE:**

Die partye boekstaaf dat daar agente kommissie betaalbaar is deur die Verkoper aan iProp Trading CC van 5% plus BTW op die Koopprys.

10.

**KENNISGEWING EN DOMICILIA**

10.1 Die partye kies as hulle onderskeie domicilia citandi et executandi hulle onderskeie adresse soos in hierdie klousule uiteengesit vir alle doeleindes voortspruitende uit of in verband met die Ooreenkoms en by welke adresse alle prosesstukke en kennisgewings voortspruitende uit of in verband met hierdie Ooreenkoms, of die verbreking of beëindiging daarvan geldiglik beteken kan word op of oorhandig kan word aan die partye.

10.2 Vir doeleindes van hierdie Ooreenkoms is die partye se onderskeie adresse:

**Die Koper te:**

| Fisiese Adres: | Posadres: |
|---|---|
| BOTHASTRAAT 2<br>SCHWEIZER RENEKE<br>2780 | POSBUS 583<br>SCHWEIZER RENEKE<br>2780 |

E-pos: dirkfourie@lantic.net
Tel nr: (Mnr) 0834489245

**Die Verkoper te:**

Fisiese & Posadres:

P/A SCHOEMAN STEYN ING.
VERW: H H SCHOEMAN
BURGERRECHT STRAAT 18
BLOEMHOF

Fourie.

2660

E-pos: svsbloemhof@telkomsa.net
Tel nr: (Mnr Schoeman) 0822022568

of by sodanige adres as waarvan die betrokke party skriftelik by wyse van 14 (veertien) dae voorafgaande kennis aan die ander party aangedui het, onderhewig daaraan dat geen straatadres wat in hierdie klousule aangedui word verander mag word na 'n posbus of poste restante nie.

10.3 Enige kennisgewing in terme van hierdie Ooreenkoms, sal skriftelik wees en sal

10.3.1 indien per hand afgelewer, geag word behoorlik deur die geadresseerde ontvang te wees op die dag van aflewering;

10.3.2 indien gepos per voorafbetaalde geregistreerde pos, geag wees deur die geadresseerde ontvang te wees op die 8ste (agste) dae nadat dit gepos is;

10.3.3 indien deur faksimilee of e-pos versend, geag word deur die geadresseerde ontvang te wees op die dag wat volg op die dag waarop dit versend is, tensy die teendeel bewys word.

10.4 Nieteenstaande enigiets tot die teendeel wat in hierdie Ooreenkoms geïmpliseer of vervat is, sal 'n skriftelike kennisgewing of kommunikasie wat werklik deur een party vanaf die ander party ontvang is, insluitende deur faksimilee versending, geag word voldoende kennis of kommunikasie wees aan die geadresseerde party.

11.

**VOETSTOOTS:**

Die eiendom word voetstoots verkoop ooreenkomstig die huidige ligging van die eiendom met al die geboue en verbeteringe daarop aangebring en soos dit uitsien daarna in die huidige stand en kondisie van die eiendom, sonder enige waarborg van welke aard ookal deur die Verkoper. Die eiendom word verkoop ooreenkomstig die bestaande geregistreerde kaart-akte en onderhewig aan die bestaande serwituutvoorwaardes en ander voorwaardes uiteengesit in die transportakte van die eiendom. Geeneen van die partye sal geregtig wees om enige eis in te stel teen die

Hanie.

ander party in die geval dat die eiendom by heropmeet van die bestaande grootte mag verskil. Die Verkoper sal nie verantwoordelik wees vir die uitwysing van enige baken van die eiendom of vir enige koste vir die heroprigting van die baken, die hervasstelling van sodanige baken of die aanbring van enige penne om duidelikheid te kry oor die grootte van die eiendom.

12.

**WAARBORGE:**

Die verkoper gee geen waarborg met betrekking tot die geboue en enige verbetering op die eiendom of regte wat daaraan verbonde is nie.

13.

**OPSKORTENDE VOORWAARDES:**

13.1 Die koop hierin is onderhewig daaraan dat die Koper goedgekeerde finansiering van 'n bank of finansiële instelling sal verkry vir die bedrag van R 3 428 708.56 (Drie miljoen vier honderd agt en twintig duisend sewe honderd en agt rand, ses en vyftig sent) BTW uitgesluit binne 'n tydperk van 20 dae na aanvaarding hiervan deur die ondertekening hiervan deur die Verkoper.

13.2 Indien daar nie aan voorwaarde 13.1 hierbo voldoen kan word nie verval hierdie ooreenkoms in geheel en beskik hierdie ooreenkoms oor geen regskrag hoegenaamd nie.

14.

**WERKNEMERS:**

14.1 Die partye boekstaaf dat geen werknemers in diens van die werkgewer aan die Koper oorgedra word in terme van die bepalings van Artikel 197 van die Wet op Arbeidsverhoudinge nie.

14.2 Die Verkoper sal op sy eie koste, indien nodig, vergoeding betaal aan enige werknemer ten opsigte van enige verlof, bonusse en ander voordele

Fourie.

verskuldig aan sodanige werknemer soos op die oordrag datum bereken en bepaal.

14.3 Die Verkoper sal sy werknemer afbetaal soos en met die opdrag daartoe en onderneem die Verkoper om aan die Kopers enige skeidingspakket en/of voordeel uitbetaal in terme van die bepalings van die Wet op Arbeidsverhoudinge.

14.4 Die Verkoper vrywaar hiermee en skeld die Koper vry van enige eise van sodanige werknemer uit hoofde van voormelde.

15.

**ARBITRASIE EN DISPUUTBESLEGTING:**

15.1 Enige dispuut ontstaande uit die bepalings van hierdie ooreenkoms, insluitende maar nie beperk tot enige dispuut rakende:

15.1.1 Die bestaan, geldigheid of uitvoering van hierdie ooreenkoms of enige klousule daarvan;

15.1.2 Die interpretasie van hierdie ooreenkoms;

15.1.3 Die regte en verpligtinge van die partye in terme van hierdie ooreenkoms;

15.1.4 Die rektifikasie van hierdie ooreenkoms;

15.1.5 Enige kontrakbreuk of kansellasie van hierdie ooreenkoms en die gevolge daarvan;

15.2 'n Arbiter sal 'n prokureur of advokaat wees met nie minder as 10 jaar praktykservaring nie, genomineer op versoek van enige van die partye tot die arbitrasie deur die onderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.2.1 Indien die geskil suiwer oor 'n landbou aangeleentheid gaan sal die arbiter 'n boer met ten minste tien jaar ervaring in die verbouing van die betrokke gewas wees waarop die partye skriftelik moet ooreenkom, by gebreke waaraan die arbiter aangewys moet word deur onderskeie

Fourie.

regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.2.2 In enige ander aangeleentheid sal die arbiter 'n prokureur of advokaat wees met nie minder as tien jaar praktiese ondervinding nie waarop die partye moet ooreenkomonderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.3 Die arbitrasie moet geskied te Bloemhof en op 'n informele basis met die oogmerk dat dit afgehandel word binne negentig dae na die aanstelling van 'n arbiter. Die arbiter moet aangestel word binne tien dae nadat die een party aan die ander party kennis gegee het van die bestaan van 'n dispuut.

15.4 Die arbitrasie moet op 'n informele wyse geskied d.w.s sonder die nodigheid om pleitskrifte te wissel en dokumente bloot te lê, altyd egter, onderworpe aan die aanwysings van die arbiter.

15.5 Binne sewe dae na die aanstelling van die arbiter moet die partye 'n skriftelike arbitrasie ooreenkoms aangaan met die hoofdoel om die geskilpunt(e) tussen hulle te definieer en hulle onderskeie standpunte daaraangaande op rekord te plaas.

15.6 Binne sewe dae nadat die arbitrasie ooreenkoms aangegaan is moet die partye met die arbiter vergader ten einde sy aanwysings te kry oor die verdere verloop van die arbitrasie insluitend die gebruik van dokumente deur die partye en die beskikbaarmaking daarvan;

15.7 Die Arbitrasiewet, No. 42 van 1956 is op die arbitrasie van toepassing;

15.8 Die arbiter het die mag om self te beslis of hy die bevoegdheid het om 'n bepaalde dispuut te bereg insluitende dispute oor prosedure en die maak van 'n gepaste kostebevel.

15.9 Die bepalings van hierdie klousule sal geen party weerhou van sy reg om dringende regshulp aan te vra by enige bevoegde Hof nie.

16.

**VERKOPER SE VERANTWOORDELIKHEDE VOOR DIE OORDRAGDATUM:**

16.1 Voortsetting van besigheid:

16.1.1 Die Koper boekstaaf dat die eiendom nie teen enige risiko verseker is nie. Die Koper sal vanaf die ondertekeningsdatum vir die rekening van die Koper geregtig wees om die eiendom op koste van die Koper te verseker insluitende enige verbeteringe daarop teen enige risiko wat die Koper van welke aard ookal in sy uitsluitlike diskresie op mag besluit.

16.1.2 Die Verkoper onderneem om mee te werk tot sodanige versekering deur die Koper en sal die Verkoper as eienaar enige dokumente in verband daarmee onderteken wat die Koper of versekeringsmakelaar aan die Verkoper voorlê vir ondertekening en ter verkryging van die versekering

16.1.3 Die Koper sal vir die eie rekening van die Koper geregtig wees op enige opbrengs in terme van sodanige versekeringspolis, maar sal die Koper nie by die plaasvind van enige gebeurtenis ingevolge waarvan die eiendom voor die oordragdatum sodanig verwoes of beskadig word dat die Koper of enige huurder nie in staat sal wees om die boerdery onderneming of enige gedeelte daarvan as 'n lopende onderneming te bedryf nie, geregtig wees op kansellasie van hierdie ooreenkoms nie

16.2 <u>Onwettige handelinge:</u>

16.2.1 Die Verkoper sal nie, sonder die voorafverkreë skriftelike toestemming van die Koper (wie se toestemming nie onredeliker wyse weerhou mag word nie) voor die oordragdatum:

16.2.1.1 Enige bate vervreem, toestem tot 'n vervreemding of enige bate beswaar ten opsigte van die eiendom nie van die eiendom nie.

16.2.1.2 Enige abnormale of ongewone transaksie aangaan wat die eiendom nadelig mag affekteer.

16.2.1.3 Die eiendom op enige wyse of manier verander nie.

16.2.1.4 Enige struktuur aangebring op die eiendom verander, wysig of verwyder nie.

16.2.1.5 Die eiendom op dieselfde wyse gebruik en aanwend soos die bestaande praktyk op datum van ondertekening van die ooreenkoms was.

17.

**ELEKTRIESE SERTIFIKAAT:**

17.1 Die Verkoper sal verplig wees op hul koste om voor registrasie van transport 'n sertifikaat te lewer aan die bogemlede transportbesorger ter bevestiging dat die elektriese installasie op die eiendom voldoen aan die vereistes neergelê in die regulasies met betrekking tot elektriese installasie van die Wet op Beroepsgesondheid en Veiligheid. Die verkryging van die elektrisiteit op die eiendom, en dus 'n sertifikaat vir die gebruik van elektrisiteit op die eindom is egter, soos hierin later mee gehandel word, die verantwoordelikheid van die Koper.

18.

**WATERREG**

18.1 Enige waterreg nie geregistreer op naam van 'n derde party oor die eiendom vorm deel van die koop hieringevolge en is by die koopprys ingesluit. Die Koper sal toesien dat die waterreg op sy naam geregistreer word en sal die Verkoper alle dokumentasie wat daarvoor benodig word om die oordrag van die waterreg aldus te bewerkstellig aan die Koper verleen op aanvraag daartoe.

**ALGEMEEN:**

19.1 Hierdie ooreenkoms stel die volledige ooreenkoms tussen die partye daar. Geen party is gebonde aan enige uitdruklike, stilswyende of geïmpliseerde terme, voorstelling, waarborg of soortgelyke handeling wat nie vervat is in hierdie ooreenkoms nie. Hierdie ooreenkoms termineer en vervang enige vorige beloftes, ondernemings of voorstellings hetsy skriftelik of mondeling gemaak tussen die partye ten opsigte van enige onderwerp van hierdie ooreenkoms.

19.2 Geen toevoeging, verandering, novasie of ooreengekome kansellasie of enige terme van hierdie ooreenkoms sal bindend op die partye wees tensy die partye sodanige toevoeging, wysiging, novasie of kansellasie op skrif gestel is en deur die partye onderteken is nie.

19.3 Geen tegemoetkoming of uitstel van tyd of ander toegewing wat gegee word of toegelaat word deur enige party aan die ander ten opsigte van enige betaling of verpligting of optrede in terme van hierdie Ooreenkoms, sal op enige manier of onder enige omstandighede geag word as 'n toestemming deur enige party te wees of 'n afstanddoening of novasie wees of andersins sodanige party se regte affekteer in terme van, of voortspruitende uit, hierdie

Fjkunie.

Ooreenkoms nie of sodanige party verhoed om sy regte voortspruitende uit hierdie Ooreenkoms te enige tyd uit te oefen om sonder kennisgewing streng en tydige nakoming van elke bepaling of term hiervan af te dwing nie.

19.4 Die partye boekstaaf dat hierdie ooreenkoms op afsonderlike plekke en op afsonderlike dokumente onderteken kan word en met samevoeging van die twee dokumente wat onderskeidelik deur die Verkoper en die Koper elk onderteken is, een gehele en bindende ooreenkoms sal uitmaak.

GETEKEN TE Schweizer Renecke OP HIERDIE 19 DAG VAN AUGUSTUS 2021

**AS GETUIES:**

1. _____

2. _____

_____
KOPER

GETEKEN TE Schweizer Renecke OP HIERDIE 19 DAG VAN AUGUSTUS 2021

**AS GETUIES:**

1. Fourie. _____

2. _____

_____
VERKOPER

# RESOLUSIE VAN BESLUIT

**RESOLUSIE VAN BESLUIT DEUR DIE DIREKTEURE VAN KRIDYN BOERDERY (EDMS) BPK, REGISTRASIENOMMER 1997/011149/07**

**GEHOU TE** Schweizer-Renéke **op** 19 Augustus **2021**

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Daar word besluit dat:

1. Dat 'n **KOOPOOREENKOMS** hierby aangeheg deur**KRIDYN BOERDERY (EDMS) BPK, Registrasienommer: 1997/011149/07 (Koper)** en **DIE TRUSTEES VAN DIE JE TRUST, Registrasienommer: IT5076/00 (Verkoper)** aangegaan word.

2. Dat **DIRK JACOBUS FOURIE, Identiteitsnommer 701120 5241 086**,die ooreenkoms en alle dokumentasie in verband daarmee namens **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07**,mag teken en om verder enige handeling te verrig wat in verband met voormelde voorgenome ooreenkoms namens**KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07**, nodig sal wees ten einde uitvoering te gee aan die voorwaardes in die ooreenkoms uiteengesit.

3. Dat daar ingestem word deur **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07**, tot die terme en voorwaardes van gemelde ooreenkoms.

_____

DIREKTEUR

_____

DIREKTEUR

_____

DIREKTEUR

## ADDENDUM TOT KOOPOOREENKOMS

OOREENKOMS AANGEGAAN EN GESLUIT DEUR EN TUSSEN:

**KRIDYNBOERDERY (EDMS) BEPERK**
(Registrasienommer: **1997/011149/07**)
Hierin verteenwoordig deur **DIRK JACOBUS FOURIE**, ID NR. 7011205241086in sy hoedanigheid as Direkteur, behoorlik daartoe gemagtig.

(die "**Koper**")

EN

**DIE TRUSTEES VAN DIE WELGEVAL TRUST**
(Registrasienommer: **TMP2690**
Hierin verteenwoordig deur **REINIER MEYER WEIDEMAN**, ID NR. 880501 513 0085, in syhoedanigheid as Trustee, behoorlik daartoe gemagtig.

(die "**Verkoper**")

**NADEMAAL** die Koper en Verkoper op 19 Augustus 2021 'n koopooreenkoms aangegaan het ten aansien van die koop van die verkoper se eiendom nl:

1. **GEDEELTE 4 VAN DIE PLAAS REPUBLIEK, 80,5170 ( TAGTIG KOMMA VYF EEN SEWE NUL) HEKTAAR, LEKWA-TEEMANE DISTRIK, PROVINSIE NOORD-WES.**

2. **RESTERENDE GEDEELTE VAN DIE PLAAS HONI-SOIT-MAL-Y-PENSE, 394,5508 (DRIE HONDERD VIER EN NEGENTIG KOMMA VYF VYF NUL AGT) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.**

**gehou volgens aktes van transport nommer T28238/2010.**

EN NADEMAAL die Koper en Verkoper 'n wysiging tot klousule 1.3.1 en 10.2 van die gesegde koopooreenkoms wil aanbring.

NOU DERHALWE KOM DIE PARTYE AS VOLG OOREEN:

1.

Klousule 1.3.1 van die huurooreenkoms word hiermee gewysig om as volg te lees:

1.3.1 **"Akteuitmakers"** beteken Du Randt Law Ingelyf, Bloemfontein Telefoon nommer 082 374 1757.

Klousule 10.2 van die huurooreenkoms word hiermee gewysig om as volg te lees:

10.2 Vir doeleindes van hierdie Ooreenkoms is die partye se onderskeie adresse:

**Die Koper te**:

| Fisiese Adres: | Posadres: |
|---|---|
| BOTHASTRAAT 2<br>SCHWEIZER RENEKE<br>2780 | POSBUS 583<br>SCHWEIZER RENEKE<br>2780 |

E-pos: dirkfourie@lantic.net
Tel nr: (Mnr) 0834489245

**Die Verkoper te**:

Fisiese & Posadres:

P/A DU RANDT LAW ING.
PRETTYMAN WEG 16
WAVERLEY
BLOEMFONTEIN
9301

E-pos: zane@durandtlaw.co.za
Tel nr: 082 374 1757 (Zane du Randt)



Die balans van die inhoud van die huurooreenkoms sal ten volle van krag en afdwingbaar bly.

**GETEKEN TE SCHWEIZER RENEKE op hierdie 30e dag van AUGUSTUS 2021.**

**AS GETUIES:**

1. _____

2. _____

_____
**VERKOPER**

GETEKEN TE SCHWEIZER RENEKE op hierdie 30e dag van AUGUSTUS 2021.

AS GETUIES:

1. _____

2. _____

_____

KOPER

T431 02 | 2010



# KOOPKONTRAK

TUSSEN:

**KRIDYNBOERDERY (EDMS) BEPERK**
(Registrasienommer: **1997/011149/07**)
Hierin verteenwoordig deur **DIRK JACOBUS FOURIE**, ID NR. 7011205241086in sy hoedanigheid as Direkteur, behoorlik daartoe gemagtig.

(die "**Koper**")

EN

**DIE TRUSTEES VAN DIE WELGEVAL TRUST**
(Registrasienommer: **TMP2690**
Hierin verteenwoordig deur **REINIER MEYER WEIDEMAN**, ID NR. 880501 513 0085, in syhoedanigheid as Trustee, behoorlik daartoe gemagtig.

(die "**Verkoper**")

Fourie.

1.

**INTERPRETASIE:**

1.1 In hierdie ooreenkoms is opskrifte geriefshalwe gebruik en sal nie gebruik word vir die interpretasie van die ooreenkoms tensy die teendeel uit die samehang van die ooreenkoms blyk.

1.2 In hierdie ooreenkoms, tensy die teendeel duidelik daaruit blyk sluit woorde:

1.2.1 wat na een geslag verwys ook die ander geslag in;

1.2.2 wat na die enkelvoud verwys ook die meervoud in en omgekeerd;

1.2.3 wat na natuurlike persone verwys ook opgerigte entiteite (ingelyf of oningelyf) of regspersone in, en omgekeerd;

1.3 Die volgende terme sal die betekenisse wat hieronder daaraan toegeken word, hê en verwante uitdrukkings sal 'n ooreenstemmende betekenis hê, naamlik:

1.3.1 **"Akteuitmakers"** beteken Horn en Van Rensburg. Bloemfontein Telefoon nommer 051 448 9985.

1.3.2**"Besigheidsdag"** betekenenige dag anders as 'n Saterdag, Sondag of amptelike publieke vakansiedag in die Republiek van Suid-Afrika.

1.3.3**"BTW"** betekenBelasting op Toegevoegde Waarde betaalbaar in terme van die BTW Wet.

1.3.4**"BTW Wet"** beteken die Wet op Belasting op Toegevoegde Waarde nommer 89 van 1991, soos gewysig.

1.3.5**"Eiendom"** beteken die volgende onroerende eiendomme:

1.3.5.1 GEDEELTE 1 VAN DIE PLAAS VAALBOSCHHOEK 299,7862 (TWEE HONDERD NEGE EN NEGENTIG KOMMA SEWE AGT SE TWEE) HEKTAAR,LEKWA-TEEMANE DISTRIK, NOORD-WESPROVINSIE .

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1.3.5.2 GEDEELTE 2 VAN DIE PLAAS VAALBOSCHHOEK 256,9596 (TWEE HONDERD SES EN VYFTIG KOMMA NEGE VYF NEGE SES) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.

1.3.5.3 GEDEELTE 3 VAN DIE PLAAS VAALBOSCHHOEK 299,7862 (TWEE HONDERD NEGE EN NEGENTIG KOMMA SEWE AT SES TWEE) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.

1.3.5.4 GEDEELTE 2 VAN DIE PLAAS KLIPFONTEIN 457,3068 (VIER HONDERD SEWE EN VYFTIG KOMMA DRIE NUL SES AGT) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.

1.3.5.5 GEDEELTE 3 VAN DIE PLAAS KLIPFONTEIN 457,2953 (VIER HONDERD SEWE EN VYFTIG KOMMA TWEE NEGE VYF DRIE) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE

Eiendomme 1.3.5.1 tot 1.3.5.5 word gehou volgens transport nommer T43102/2010.

1.3.7**"Koopprys"** beteken die bedrag R 12 782 812.57 (Twaalf miljoen sewe honderd twee en tagtig duisend agt honderd en twaalf rand en sewe en vyftig sent) BTW uitgesluit.

1.3.8**"Koper"** beteken Kridyn Boerdery (Edms) Bpk(Registrasie nommer 1997/011149/07), 'nMaatskappy behoorlik geïnkorporeer in terme van die Maatskappye Wet.

1.3.9**"Ondertekeningsdatum"** beteken die datum waarop hierdie ooreenkoms onderteken word deur die party wat die ooreenkoms laaste teken.

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1.3.10 **"Oordrag"** beteken registrasie van transport van die eiendom in naam van die Koper ooreenkomstig die bepalings van die Akteswet nommer 47 van 1937, soos gewysig.

1.3.11 **"Oordragdatum"** beteken die datum waarop oordrag geregistreer word in die Aktekantoor.

1.3.12 **"Partye"** beteken die Koper en die Verkoper en enige verwysing na party is 'n verwysing na een van die partye.

1.3.13 **"Plaas"** beteken die eiendomme verwys in paragraaf 1.3.5.

1.3.14 **"Rente"** beteken die nominale jaarliks, maandeliks agteruit saamgestel, prima oortrokke rentekoers soos gehef deur Standard Bank Beperk, van tyd tot tyd amptelik gekwoteer deur **NEDBANK** Bank, bereken op 'n 365 (drie honderd vyf en sestig) dae faktor ongeag of die jaar 'n skrikkeljaar is, soos gesertifiseer deur enige bestuurder van **NEDBANK**Bank waarvan die bewys van aanstelling nie nodig sal wees nie, welke sertifikaat sal dien as prima facie bewys van die inhoud daarvan.

1.3.15 **"Verkoper"** beteken Die Trustees van die Welgeval Trust(TMP2690) 'nTrust behoorlik geïnkorporeer en geregistreer kragtens die Wette van die Republiek van Suid-Afrika.

1.3.16 **"Voldoeningsdatum"** beteken die datum waarop die laaste van die opskortende voorwaarde na verwys in 13.1.1 en 13.1.2 voldoen is.

1.4 Enige verwysing na enige Wet, Regulasie of ander Wetgewing sal 'n verwysing wees na sodanige Wet, Regulasie of ander Wetgewing soos op die ondertekeningsdatum en soos gewysig of vervang van tyd tot tyd.

1.5 Indien enige bepaling in 'n omskrywing 'n substantiewe bepaling is wat regte verleen of verpligtinge oplê op enige party, ongeag die feit dat sodanige bepaling slegs in die omskrywingsklousule vervat is, sal uitvoering daaraan

gegee word asof dit 'n substantiewe bepaling in die liggaam van die ooreenkoms is.

1.6 Uitdrukkings in die ooreenkoms omskryf, sal dieselfde betekenis dra in die skedules of bylaes tot hierdie ooreenkoms wat nie insigself hulle eie omskrywing bevat nie.

1.7 Wanneer 'n getal dae in hierdie ooreenkoms voorgeskryf word, sal genoemde bereken word uitsluitend van die eerste en insluitend van die laaste dag tensy die laaste dag op 'n Saterdag, Sondag of openbare vakansiedag val, in welke geval die laaste dag die daaropvolgende dag sal wees wat nie 'n Saterdag, Sondag of openbare vakansiedag is nie.

1.8 Enige verwysing na dae (anders as 'n verwysing na besigheidsdae), maande of jare sal 'n verwysing na kalenderdae, maande en jare wees, na gelang van die geval.

1.9 Die gebruik van enige uitdrukking in hierdie ooreenkoms wat 'n prosedure beskikbaar in terme van Suid-Afrikaanse Reg omskryf, soos likwidasie, sal, indien enige van die partye tot hierdie ooreenkoms onderhewig is aan die reg van 'n ander juisdiksie, geag word enige soortgelyke of analoë prosedure insluit onder die reg van sodanige ander jurisdiksie.

1.10 Die gebruik van die woord "insluitend" gevolg deur 'n spesifieke voorbeeld sal nie sodanig uitgelê word as 'n beperking op die betekenis van die voorafgaande frase nie en sal die *eiusdem generis* reël nie van toepassing wees in die interpretasie van sodanige frase, bewoording of sodanige spesifieke voorbeeld nie.

1.11 Geen bepaling hierin sal geag word of uitgelê word tot nadeel van 'n party omdat daardie party sodanige bepaling gestruktureer, opgestel of voorgestel het of geag word dit te gedoen het nie.

1.12 Hierdie ooreenkoms word beheer deur, uitgelê en geïnterpreteer in ooreenstemming met die Reg van die Republiek van Suid-Afrika.

1.13 Ingeval daar enige verskil of teenstrydigheid tussen die bepalings van hierdie ooreenkoms en enige skedules en/of aanhangsels tot hierdie ooreenkoms is, sal die bepalings van hierdie ooreenkoms deurslaggewend wees.

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Hierdie ooreenkoms sal enige reg opvolgers in titel en belang van die partye tot hierdie ooreenkoms bind, asof hierdie terme en voorwaarde persoonlik deur die partye se opvolgers in reg, titel en belang aangegaan is.

2.

**INLEIDING:**

2.1 Die Verkoper is die eienaars van die eiendom bestaande uit die plase vermeld in paragraaf 1.3.5.

2.2 Die Verkoper het ooreengekom om die plaas as 'n lopende ondernemingwat landbou inkomste genereer deurmiddel van veeboerdery.

2.3 Hierdie ooreenkoms vervat die terme en voorwaarde waarop die partye ooreengekom het tot die voorgemelde koop en verkoop van die eiendom.

3.

**KOOPPRYS EN BETALING:**

3.1 Die koopprys van R 12 782 812.57 (Twaalf miljoen sewe honderd twee en tagtig duisend agt honderd en twaalf rand en sewe en vyftig sent) BTW uitgesluit word as volg opgemaak:

| | |
|---|---|
| Die eiendom | R12 000 000.00 |
| Lewendehawe(beeste) R | 782 812.57 |

3.2 Die partye boekstaaf dat die partye geregistreer is vir BTW en dat die plaas verkoop word as 'n lopende onderneming wat 'n veeboerdery inkomste genereer wat die Koper as sodanig sal voortsit en dat die BTW as'n nul koers betaalbaar is.

3.3 Die volle koopsom ten aansien van die eiendom sal betaal word deur die Koper aan die Verkoper op die oordrag datum.

3.4 Onderwig aan oordrag en binne 40 daegereken vanaf die ondertekeningsdatum, sal die Koper 'nkommersiële Bankwaarborg aan die Akteuitmakers, aanvaarbaar vir die Verkoper, lewer vir betaling van die volle koopsom van R 12 782 812.57 (Twaalf miljoen sewe honderd twee en tagtig duisend agt honderd en twaalf rand en sewe en vyftig sent) plus BTW daarop bereken (indien BTW Betaalbaar sal wees), alternatiewelik sal die koper die

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voormelde koopprys in kontant inbetalingby die Akteuitmakers voor of op die datum waarop die koper die waarborg moet lewer ingevolge die bepalings van hierdie klousule.

3.5 Die koopsomsal in trust gehou word deur die Akteuitmakers tot en met die oordrag van die eiendom.

3.6 Enige rente verdien op voormelde bedrag wat inbetaal word in die trustrekening van die Akteuitmaker sal vir die rekening en voordeel van die Koper wees en op die oordragdatum aan die Koper uitbetaal word.

3.7 Die waarborge sal opvraagbaar en betaalbaar wees te Bloemfontein na of enige ander plek skriftelik aangewys deur die Akteuitmaker:

3.7.1 Op oordrag van die eiendom in naam van die Koper;

3.7.2 Met kansellasie van enige bestaande verband soos geregistreer oor die eiendom voor die oordragdatum;

3.7.3 Teen gelyktydige registrasie van 'n nuwe verband indien die Koper in die uitsluitlike diskresie van die Koper verkies om 'n verband te registreer as sekuriteit vir enige finansiering.

3.8 Alle betalings ontstaande uit hierdie ooreenkoms sal gemaak word vry van enige bankwisselkoers, kommissie en ander aftrekkings aan die party daarop geregtig,teen die datum van verskuldigheid en in die geval wanneer sodanige datum van verskuldigheid nie 'n besigheidsdag is nie, op die onmiddellik daaropvolgende besigheidsdag.

3.9 Geeneen van die partye sal die reg hê om enige betaling verskuldig aan die ander party te weerhou, oor te maak aan 'n ander persoon, te wysig op enige voorwaarde wat nie uit hierdie ooreenkoms ontstaan nie of om 'n bevel om afwysing tot betaling van sodanige bedrag te verkry of enige eksekusie of ander vonnis by wyse van skuldvergelyking of teeneis, ontstaande uit welke oorsaak ookal.

3.10 Ongeag die bepalings van hierdie ooreenkoms sal enige bedrag verskuldig deur die een party aan die ander party (insluitend skadevergoeding) ontstaande en betaalbaar in terme van en uit hoofde van hierdie ooreenkoms, rente beloop vanaf die verskuldigde datum welke rente maandeliks agteruit bereken en gekapitaliseer sal word op die balans verskuldig van tyd tot tyd.

3.11 Indien die Koper die koopprys inbetaal voor die dae na verwys in klousule 3.3 en indiening van die aktes by die aktekantoor ter registrasie van transport van die eiendom in naam van die koper nie binne 14 (VEERTIEN) dae kan geskied nie, sal die Akteuitmaker voormelde bedrag belê by Nedbank CorporateSaver op die volgende voorwaardes:

3.11.1 die bedrag moet belê word op 'n trust spaar rekening of rente-draende rekening;

3.11.2 die rekening moet 'n verwysing bevat na Artikel 78(2A) van die Wet op Prokureurs (Wet Nr 53 van 1979);

3.11.3 die rente wat verdien word op die belegging, is tot die koper se voordeel en moet aan die koper betaal word na aftrekking van fooie en uitgawes om die belegging te administreer, so spoedig moontlik na die datum van registrasie van bogemelde transaksie;

3.11.4 die klousule 3 bedrag aldus belê moet op die datum van registrasie uitbetaal word in ooreenstemming met die Akteuitmaker se opdrag;

3.11.5 die partye is bewus van die feit dat terwyl die bedrag belê is by die gemelde bank, die bedrag nie beskerm is teen 'n moontlike likwidasie van die gemelde bank nie;

3.11.6 In terme van Artikel 86(5) van die Wet op Regspraktyke, Wet Nr. 28 van 2014, 5% (VYF PERSENT) van die rente wat geakkumuleer word op die gemelde belegging, oorbetaal moet word aan die Raad op Regspraktisynsen in die Fonds vestig.

4.

**BELASTING OP TOEGEVOEGDE WAARDE:**

4.1 Die Verkoper waarborg dat die Verkoper vir doeleindes van hierdie ooreenkoms 'n ondernemer is soos gedefinieer in Artikel 1 van die BTW Wet en in terme van Artikel 23 van die BTW Wet as sulks geregistreer is onder BTW Nommer: 4950191587.

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4.2 Die Koper waarborg dat die Koper vir doeleindes van hierdie ooreenkoms 'n ondernemer is soos gedefinieer in Artikel 1 van die BTW Wet en in terme van Artikel 23 van die BTW Wet as sulks geregistreer is onder BTW Nommer: 4860167115.

4.3 Sonder om te aanvaar dat die transaksie onderhewig is aan BTW teen die standaardkoers, kom die partye ooreen dat indien vir welke rede ookal BTW nie as 'n nulkoers gereken sal word nie in terme van die BTW Wet en soos deur die partye in die vooruitsig gestel, of indien die Verkoper deur SARS versoek word om BTW op die transaksie te betaal teen 'n koers hoër as die standaard BTW koers, sal die Koper op die skriftelike versoek van die Verkoper of die Akteuitmaker, vergesel van 'n belastingfaktuur die bedrag BTW betaal teen die standaard BTW koers binne 7 (SEWE) dae na ontvangs van 'n kennisgewing dat BTW betaalbaar is en 'n faktuur. Die BTW sal dan addisioneel tot die koopsom betaal word in die bedrag van 15% op die koopsom van R 12 782 812.57 (Twaalf miljoen sewe honderd twee en tagtig duisend agt honderd en twaalf rand en sewe en vyftig sent)

4.4Die Partye waarborg teenoor mekaar dat hulle al hulle verpligtinge teenoor die Suid-Afrikaanse Inkomste Diens nagekom het en sal nakom en dat alle opgawes ingedien te word en betalings gemaak te word, behoorlik en ten volle ingedien en gemaak is.

4.5 Die Partye wat nie sy verpligtinge nagekom het nie, sal aanspreeklik wees vir die betaling van alle koste opgeloop deur die ander party of skade gely deur die ander Party as gevolg van sy versuim om sy verpligtinge na te kom. Nie-nakoming sal 'n geldige grond vir kansellasie van die Ooreenkoms wees op grond van kontrakbreuk.

5.

**BESIT:**

5.1 Besit en ongestoorde okkupasie van die eiendom is reeds aan die Koper gegee ondanks die datum van ondertekening hiervan, vanaf welke datum dit vir die Koper se uitsluitlike risiko, wins of verlies is.

5.2 Die Verkoper sal aan die Koper op aanvraag 'n bedrag betaal gelykstaande aan alle agterstallige belastings en heffings verskuldig aan enige plaaslike of provinsiale owerheid, verskuldig en betaalbaar tot en met die

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ondertekeningsdatum. Die partye sal op die oordragdatum al sodanige uitgawes ten aansien van die eiendom rekonsilieer.

5.3 Enige bedrag wat betaal is ten aansien van belastings, heffings en versekeringspremies vooruit betaal of agterstallig, sal proporsioneel bereken word en in ooreenstemming met die oordragdatum in die geval van die Verkoper deur die Koper addisioneel tot die koopprys betaal word proporsioneel in ooreenstemming met die oordragdatum en in die geval indien enige agterstallige bedrae verskuldig mag wees sal die Verkoper verantwoordelik wees vir die opbetaling daarvan proporsioneel en in ooreenstemming met die oordragdatum.

5.4 Die okkupasie huurgeld beloop 'n bedrag van R250.00 (twee honderd en vyftig rand) per hektaar per jaar, maandeliks voortuibetaalbaar te wete R36 898.62 plus 15% BTW te wete R 42 433.41 (BTW ingesluit).

5.5 Die okkupasiehuur virJulieen Augustus 2021 is tans betaalbaar drie dae na die ondertekeningsdatum.

6.

**OORDRAG:**

6.1 Oordrag van die eiendom sal geskied binne 'n redelike tyd nadat die koopprys, belastings of heffings en koste betaalbaar deur die Koper deur middel van 'n waarborg versekureer is of inbetaal is by die akteuitmaker.

6.2 Elke party sal binne sewe (7) dae nadat sodanige party versoek is deur die Akteuitmaker om alle dokumente te onderteken wat in verband staan met die oordrag van die eiendom en alle dokumente versoek deur die Akteuitmaker lewer deur sodanige party ten einde oordrag van die eiendom en registrasie van die verband verlang deur die Koper, te bewerkstellig.

7.

**OORDRAGKOSTE:**

Die partye is onderskeidelik verantwoordelik vir die volgende kostes en heffings:

7.1 Elke party sal aanspreeklik wees vir die kostes en professionele fooiewat die partye moet betaal ten aansien van die onderhandelinge, opstel en sluiting van hierdie ooreenkoms;

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7.2 Die Koper is verantwoordelik vir die koste verbonde aan

:

7.2.1 Die registrasie van die oordrag van transport van die eiendom in naam van die Koper;

7.2.2 Die betaling van BTW indien enige BTW betaalbaar sal wees;

7.2.3 Enige ander oordragskostes, regskostes en kostes van soortelyke aard wat direk in verband staan met registrasie van die oordrag van die eiendom in naam van die Koper.

7.2.4 Die koste vir die opstel van hierdie ooreenkoms.

8.

**KONTRAK BREUK:**

8.1 Indien enige party ("verstek party") enige materiale terme van hierdie ooreenkoms verbreek en versuim om sodanige verbreking reg te stel binne veertien (14) dae (mits sodanige gebreke nie binne 14 dae reggestel kan word nie of binne sodanige langer periode as wat die verstek party mag bewys redelik is in die omstandighede) na ontvangs van 'n skriftelike kennisgewing van die ander party ("onskuldige party") wat die verstek party kennis gee om die gebrek of wanprestasie te herstel, sal die onskuldige party geregtig wees sonder benadeling van enige van sy ander regte waaroor die onskuldige party mag beskikking terme van hierdie ooreenkoms, om:

8.1.1 hierdie ooreenkoms te kanselleer en van die verstekparty skade te verhaal wat die onskuldige party gelei het uit hoofde van die verstekparty se gebrek of wanprestasie; of

8.1.2 onmiddellik spesifieke nakoming van die ooreenkoms deur die verstekparty om al sy verpligtinge in terme van die ooreenkoms na te kom.

9.

**AGENTEKOMMISSIE:**

Die partye boekstaaf dat daar agente kommissie betaalbaar is deur die Verkoper aan iPropTrading CC van 5% plus BTW op die Koopprys. Die Verkoper magtig die

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Akteuitmakers om die kommissie van die koopsom te verhaal en direk aan die agent oor te betaal, op die oordrag datum, maar teen lewering van 'n BTW faktuur deur die Agent aan die Verkoper.

10.

**KENNISGEWING EN DOMICILIA**

10.1 Die partye kies as hulle onderskeie domicilia citandi et executandi hulle onderskeie adresse soos in hierdie klousule uiteengesit vir alle doeleindes voortspruitende uit of in verband met die Ooreenkoms en by welke adresse alle prosesstukke en kennisgewings voortspruitende uit of in verband met hierdie Ooreenkoms, of die verbreking of beëindiging daarvan geldiglik beteken kan word op of oorhandig kan word aan die partye.

10.2 Vir doeleindes van hierdie Ooreenkoms is die partye se onderskeie adresse:

**Die Koper te**:

| Fisiese Adres: | Posadres: |
|---|---|
| BOTHASTRAAT 2<br>SCHWEIZER RENEKE<br>2780 | POSBUS 583<br>SCHWEIZER RENEKE<br>2780 |

E-pos: dirkfourie@lantic.net
Tel nr: (Mnr) 0834489245

**Die Verkoper te**:

Fisiese & Posadres:

P/A SCHOEMAN STEYN ING.
VERW: H H SCHOEMAN
BURGERRECHT STRAAT 18
BLOEMHOF
2660

E-pos: svsbloemhof@telkomsa.net
Tel nr: (Mnr Schoeman) 0822022568

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of by sodanige adres as waarvan die betrokke party skriftelik by wyse van 14 (veertien) dae voorafgaande kennis aan die ander party aangedui het, onderhewig daaraan dat geen straatadres wat in hierdie klousule aangedui word verander mag word na 'n posbus of poste restante nie.

10.3 Enige kennisgewing in terme van hierdie Ooreenkoms, sal skriftelik wees en sal

10.3.1 indien per hand afgelewer, geag word behoorlik deur die geadresseerde ontvang te wees op die dag van aflewering;

10.3.2 indien gepos per voorafbetaalde geregistreerde pos, geag wees deur die geadresseerde ontvang te wees op die 8ste (agste) dae nadat dit gepos is;

10.3.3 indien deur faksimilee of e-pos versend, geag word deur die geadresseerde ontvang te wees op die dag wat volg op die dag waarop dit versend is, tensy die teendeel bewys word.

10.4 Nieteenstaande enigiets tot die teendeel wat in hierdie Ooreenkoms geïmpliseer of vervat is, sal 'n skriftelike kennisgewing of kommunikasie wat werklik deur een party vanaf die ander party ontvang is, insluitende deur faksimilee versending, geag word voldoende kennis of kommunikasie wees aan die geadresseerde party.

11.

**VOETSTOOTS:**

Die eiendom word voetstoots verkoop ooreenkomstig die huidige ligging van die eiendom met al die geboue en verbeteringe daarop aangebring en soos dit uitsien daarna in die huidige stand en kondisie van die eiendom, sonder enige waarborg van welke aard ookal deur die Verkoper. Die eiendom word verkoop ooreenkomstig die bestaande geregistreerde kaart-akte en onderhewig aan die bestaande serwituutvoorwaardes en ander voorwaardes uiteengesit in die transportakte van die eiendom. Geeneen van die partye sal geregtig wees om enige eis in te stel teen die ander party in die geval dat die eiendom by heropmeet van die bestaande grootte mag verskil. Die Verkoper sal nie verantwoordelik wees vir die uitwysing van enige baken van die eiendom of vir enige koste vir die heroprigting van die baken, die hervasstelling van sodanige baken of die aanbring van enige penne om duidelikheid te kry oor die grootte van die eiendom.

12.

**WAARBORGE:**

Die verkoper gee geen waarborg met betrekking tot die geboue en enige verbetering op die eiendom of regte wat daaraan verbonde is nie.

13.

**OPSKORTENDE VOORWAARDES:**

13.1 Die koop hierin is onderhewig daaraan dat:
- die Koper goedgekeerde finansiering van 'n bank of finansiële instelling sal verkry vir die bedrag van R 12 782 812.57 (Twaalf miljoen sewe honderd twee en tagtig duisend agt honderd en twaalf rand en sewe en vyftig sent) BTW uitgesluit binne 40 dae na die ondertekeningsdatum hiervan gelewer word, alternatiewelik moet die koopsom in totaal binne die 40 dae vermelde periode by die akteuitmakers inbetaal word.
- Alle bestaande verbande oor die eiendom gekanselleer word gelyktydig met oordrag van die eiendom,

13.2 Indien daar nie aan voorwaarde 13.1 hierbo voldoen kan word nie verval hierdie ooreenkoms in geheel en beskik hierdie ooreenkoms oor geen regskrag hoegenaamd nie.

14.

**WERKNEMERS:**

14.1 Die partye boekstaaf dat geen werknemers in diens van die werkgewer aan die Koper oorgedra word in terme van die bepalings van Artikel 197 van die Wet op Arbeidsverhoudinge nie.

14.2 Die Verkoper sal op sy eie koste, indien nodig, vergoeding betaal aan enige werknemer ten opsigte van enige verlof, bonusse en ander voordele verskuldig aan sodanige werknemer soos op die oordrag datum bereken en bepaal.

14.3 Die Verkoper sal sy werknemer afbetaal soos en met die opdrag daartoe en onderneem die Verkoper om aan die Kopers enige skeidingspakket en/of

Laurie.

voordeel uitbetaal in terme van die bepalings van die Wet op Arbeidsverhoudinge.

14.4 Die Verkoper vrywaar hiermee en skeld die Koper vry van enige eise van sodanige werknemer uit hoofde van voormelde.

15.

**ARBITRASIE EN DISPUUTBESLEGTING:**

15.1 Enige dispuut ontstaande uit die bepalings van hierdie ooreenkoms, insluitende maar nie beperk tot enige dispuut rakende:

15.1.1 Die bestaan, geldigheid of uitvoering van hierdie ooreenkoms of enige klousule daarvan;

15.1.2 Die interpretasie van hierdie ooreenkoms;

15.1.3 Die regte en verpligtinge van die partye in terme van hierdie ooreenkoms;

15.1.4 Die rektifikasie van hierdie ooreenkoms;

15.1.5 Enige kontrakbreuk of kansellasie van hierdie ooreenkoms en die gevolge daarvan;

15.2 'n Arbiter sal 'n prokureur of advokaat wees met nie minder as 10 jaar praktykservaring nie, genomineer op versoek van enige van die partye tot die arbitrasie deur die onderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.2.1 Indien die geskil suiwer oor 'n landbou aangeleentheid gaan sal die arbiter 'n boer met ten minste tien jaar ervaring in die verbouing van die betrokke gewas wees waarop die partye skriftelik moet ooreenkom, by gebreke waaraan die arbiter aangewys moet word deur onderskeie regsverteenwoordigers by konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.2.2 In enige ander aangeleentheid sal die arbiter 'n prokureur of advokaat wees met nie minder as tien jaar praktiese ondervinding nie waarop die partye moet ooreenkomonderskeie regsverteenwoordigers by

konsensus en by gebreke daaraan, deur die president of voorsitter van die Arbitrasie Stigting van Suid-Afrika.

15.3 Die arbitrasie moet geskied te Bloemhof en op 'n informele basis met die oogmerk dat dit afgehandel word binne negentig dae na die aanstelling van 'n arbiter. Die arbiter moet aangestel word binne tien dae nadat die een party aan die ander party kennis gegee het van die bestaan van 'n dispuut.

15.4 Die arbitrasie moet op 'n informele wyse geskied d.w.s sonder die nodigheid om pleitskrifte te wissel en dokumente bloot te lê, altyd egter, onderworpe aan die aanwysings van die arbiter.

15.5 Binne sewe dae na die aanstelling van die arbiter moet die partye 'n skriftelike arbitrasie ooreenkoms aangaan met die hoofdoel om die geskilpunt(e) tussen hulle te definieer en hulle onderskeie standpunte daaraangaande op rekord te plaas.

15.6 Binne sewe dae nadat die arbitrasie ooreenkoms aangegaan is moet die partye met die arbiter vergader ten einde sy aanwysings te kry oor die verdere verloop van die arbitrasie insluitend die gebruik van dokumente deur die partye en die beskikbaarmaking daarvan;

15.7 Die Arbitrasiewet, No. 42 van 1956 is op die arbitrasie van toepassing;

15.8 Die arbiter het die mag om self te beslis of hy die bevoegdheid het om 'n bepaalde dispuut te bereg insluitende dispute oor prosedure en die maak van 'n gepaste kostebevel.

15.9 Die bepalings van hierdie klousule sal geen party weerhou van sy reg om dringende regshulp aan te vra by enige bevoegde Hof nie.

16.

**<u>VERKOPER SE VERANTWOORDELIKHEDE VOOR DIE OORDRAGDATUM:</u>**

16.1 <u>Voortsetting van besigheid</u>:

16.1.1 Die Koper boekstaaf dat die eiendom nie teen enige risiko verseker is nie. Die Koper sal vanaf die ondertekeningsdatum vir die rekening van die Koper geregtig wees om die eiendom op koste van die Koper te verseker insluitende enige verbeteringe daarop teen enige risiko wat die Koper van welke aard ookal in sy uitsluitlike diskresie op mag besluit.

16.1.2 Die Verkoper onderneem om mee te werk tot sodanige versekering deur die Koper en sal die Verkoper as eienaar enige dokumente in verband daarmee onderteken wat die Koper of versekeringsmakelaar aan die Verkoper voorlê vir ondertekening en ter verkryging van die versekering

16.1.3 Die Koper sal vir die eie rekening van die Koper geregtig wees op enige opbrengs in terme van sodanige versekeringspolis, maar sal die Koper nie by die plaasvind van enige gebeurtenis ingevolge waarvan die eiendom voor die oordragdatum sodanig verwoes of beskadig word dat die Koper of enige huurder nie in staat sal wees om die boerdery onderneming of enige gedeelte daarvan as 'n lopende onderneming te bedryf nie, geregtig wees op kansellasie van hierdie ooreenkoms nie

16.2 <u>Onwettige handelinge:</u>

16.2.1 Die Verkoper sal nie, sonder die voorafverkreë skriftelike toestemming van die Koper (wie se toestemming nie onredeliker wyse weerhou mag word nie) voor die oordragdatum:

16.2.1.1 Enige bate vervreem, toestem tot 'n vervreemding of enige bate beswaar ten opsigte van die eiendom nie van die eiendom nie.

16.2.1.2 Enige abnormale of ongewone transaksie aangaan wat die eiendom nadelig mag affekteer.

16.2.1.3 Die eiendom op enige wyse of manier verander nie.

16.2.1.4 Enige struktuur aangebring op die eiendom verander, wysig of verwyder nie.

16.2.1.5 Die eiendom op dieselfde wyse gebruik en aanwend soos die bestaande praktyk op datum van ondertekening van die ooreenkoms was.



Fourie.

**ELEKTRIESE SERTIFIKAAT:**

17.1 Die Verkoper sal verplig wees op hul koste om voor registrasie van transport 'n sertifikaat te lewer aan die bogemlede transportbesorger ter bevestiging dat die elektriese installasie op die eiendom voldoen aan die vereistes neergelê in die regulasies met betrekking tot elektriese installasie van die Wet op Beroepsgesondheid en Veiligheid. Die verkryging van die elektrisiteit op die eiendom, en dus 'n sertifikaat vir die gebruik van elektrisiteit op die eindom is egter, soos hierin later mee gehandel word, die verantwoordelikheid van die Koper.

18.

**WATERREG**

18.1 Met uitsondering van die bestaande boorgate en gebruike daarvoor, Die boekstaaf die partye dat geen waterregte vir besproeiing by die koop ingesluit is nie.

**ALGEMEEN:**

19.1 Hierdie ooreenkoms stel die volledige ooreenkoms tussen die partye daar. Geen party is gebonde aan enige uitdruklike, stilswyende of geïmpliseerde terme, voorstelling, waarborg of soortgelyke handeling wat nie vervat is in hierdie ooreenkoms nie. Hierdie ooreenkoms termineer en vervang enige vorige beloftes, ondernemings of voorstellings hetsy skriftelik of mondeling gemaak tussen die partye ten opsigte van enige onderwerp van hierdie ooreenkoms.

19.2 Geen toevoeging, verandering, novasie of ooreengekome kansellasie of enige terme van hierdie ooreenkoms sal bindend op die partye wees tensy die partye sodanige toevoeging, wysiging, novasie of kansellasie op skrif gestel is en deur die partye onderteken is nie.

19.3 Geen tegemoetkoming of uitstel van tyd of ander toegewing wat gegee word of toegelaat word deur enige party aan die ander ten opsigte van enige betaling of verpligting of optrede in terme van hierdie Ooreenkoms, sal op enige manier of onder enige omstandighede geag word as 'n toestemming deur enige party te wees of 'n afstanddoening of novasie wees of andersins sodanige party se regte affekteer in terme van, of voortspruitende uit, hierdie Ooreenkoms nie of sodanige party verhoed om sy regte voortspruitende uit hierdie Ooreenkoms te enige tyd uit te oefen om sonder kennisgewing streng en tydige nakoming van elke bepaling of term hiervan af te dwing nie.

Fourie.

19.4 Die partye boekstaaf dat hierdie ooreenkoms op afsonderlike plekke en op afsonderlike dokumente onderteken kan word en met samevoeging van die twee dokumente wat onderskeidelik deur die Verkoper en die Koper elk onderteken is, een gehele en bindende ooreenkoms sal uitmaak.

GETEKEN TE Schweizer-Reneke OP HIERDIE 19 DAG VAN AUGUSTUS 2021

**AS GETUIES:**

1. _____

2. _____

_____
KOPER

GETEKEN TE Schweizer-Reneke OP HIERDIE 19 DAG VAN AUGUSTUS2021

**AS GETUIES:**

1. Laurie. _____

2. _____

_____
VERKOPER

# RESOLUSIE VAN BESLUIT

**RESOLUSIE VAN BESLUIT DEUR DIE DIREKTEURE VAN KRIDYN BOERDERY (EDMS) BPK, REGISTRASIENOMMER 1997/011149/07**

**GEHOU TE** Schweizer-Renekop 19 Augustus **2021**

---

Daar word besluit dat:

1. Dat 'n**KOOPOOREENKOMS** hierby aangeheg deur**KRIDYN BOERDERY (EDMS) BPK, Registrasienommer: 1997/011149/07 (Koper)** en **DIE TRUSTEES VAN DIE JE TRUST, Registrasienommer: IT5076/00 (Verkoper)** aangegaan word.

2. Dat **DIRK JACOBUS FOURIE, Identiteitsnommer 701120 5241 086**,die ooreenkoms en alle dokumentasie in verband daarmee namens **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07,**mag teken en om verder enige handeling te verrig wat in verband met voormelde voorgenome ooreenkoms namens**KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07,** nodig sal wees ten einde uitvoering te gee aan die voorwaardes in die ooreenkoms uiteengesit.

3. Dat daar ingestem word deur **KRIDYN BOERDERY (EDMS) BPK, Registrasienommer1997/011149/07**, tot die terme en voorwaardes van gemelde ooreenkoms.

_____

DIREKTEUR

_____

DIREKTEUR

_____

DIREKTEUR

# RESOLUSIE VAN BESLUIT

RESOLUSIE VAN BESLUIT DEUR DIE TRUSTEES VAN DIE WELGEVAL TRUST, REGISTRASIE TMP2690

GEHOU TE BLOEMHOF OP 19 FEBRUARIE 2021.

---

Daar word besluit dat:

1. Dat 'n KOOPOOREENKOMS hierby aangeheg deur KRIDYN BOERDERY (EDMS) BPK, Registrasienommer: 1997/011149/07 (Koper) en DIE TRUSTEES VAN DIE WELGEVAL TRUST, Registrasienommer: TMP2690 (Verkoper) aangegaan word.

2. Dat REINIER MEYER WEIDEMAN, Identiteitsnommer 880501 513 0085, die ooreenkoms en alle dokumentasie in verband daarmee namens DIE TRUSTEES VAN DIE WELGEVAL TRUST, Registrasienommer TMP2690, mag teken en om verder enige handeling te verrig wat in verband met voormelde voorgenome ooreenkoms namens DIE TRUSTEES VAN DIE WELGEVAL TRUST, Registrasienommer TMP2690, nodig sal wees ten einde uitvoering te gee aan die voorwaardes in die ooreenkoms uiteengesit.

3. Dat daar ingestem word deur DIE TRUSTEES VAN DIE WELGEVAL TRUST, Registrasienommer TMP 2690, tot die terme en voorwaardes van gemelde ooreenkoms.

TRUSTEE (HEINRICH WEIDEMAN) N.O

630609 5002 080

TRUSTEE (REINIER WEIDEMAN) N.O

880501 5130 085

TRUSTEE (PIERRE VAN DER MERWE) N.O

751204 5020 085

**ADDENDUM TOT KOOPOOREENKOMS**

OOREENKOMS AANGEGAAN EN GESLUIT DEUR EN TUSSEN:

**KRIDYNBOERDERY (EDMS) BEPERK**
(Registrasienommer: **1997/011149/07**)
Hierin verteenwoordig deur **DIRK JACOBUS FOURIE**, ID NR. 7011205241086in sy hoedanigheid as Direkteur, behoorlik daartoe gemagtig.

(die "**Koper**")

EN

**DIE TRUSTEES VAN DIE WELGEVAL TRUST**
(Registrasienommer: **TMP2690**
Hierin verteenwoordig deur **REINIER MEYER WEIDEMAN**, ID NR. 880501 513 0085, in syhoedanigheid as Trustee, behoorlik daartoe gemagtig.

(die "**Verkoper**")

**NADEMAAL** die Koper en Verkoper op 19 Augustus 2021 'n koopooreenkoms aangegaan het ten aansien van die koop van die verkoper se eiendom nl:

1. **GEDEELTE 1 VAN DIE PLAAS VAALBOSCHHOEK 299,7862 (TWEE HONDERD NEGE EN NEGENTIG KOMMA SEWE AGT SE TWEE) HEKTAAR,LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE .**

2. **GEDEELTE 2 VAN DIE PLAAS VAALBOSCHHOEK 256,9596 (TWEE HONDERD SES EN VYFTIG KOMMA NEGE VYF NEGE SES) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.**

3. **GEDEELTE 3 VAN DIE PLAAS VAALBOSCHHOEK 299,7862 (TWEE HONDERD NEGE EN NEGENTIG KOMMA SEWE AT SES TWEE) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.**

4. **GEDEELTE 2 VAN DIE PLAAS KLIPFONTEIN 457,3068 (VIER HONDERD SEWE EN VYFTIG KOMMA DRIE NUL SES AGT) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE.**

5. **GEDEELTE 3 VAN DIE PLAAS KLIPFONTEIN 457,2953 (VIER HONDERD SEWE EN VYFTIG KOMMA TWEE NEGE VYF DRIE) HEKTAAR, LEKWA-TEEMANE DISTRIK, NOORD-WES PROVINSIE**

**gehou volgens transport nommer T43102/2010.**

EN NADEMAAL die Koper en Verkoper 'n wysiging tot klousule 1.3.1 en 10.2 van die gesegde koopooreenkoms wil aanbring.

NOU DERHALWE KOM DIE PARTYE AS VOLG OOREEN:

1.

Klousule 1.3.1 van die huurooreenkoms word hiermee gewysig om as volg te lees:

1.3.1 **"Akteuitmakers"** beteken Du Randt Law Ingelyf, Bloemfontein Telefoon nommer 082 374 1757.

Klousule 10.2 van die huurooreenkoms word hiermee gewysig om as volg te lees:

10.2 Vir doeleindes van hierdie Ooreenkoms is die partye se onderskeie adresse:

**Die Koper te:**

| Fisiese Adres: | Posadres: |
|---|---|
| BOTHASTRAAT 2<br>SCHWEIZER RENEKE<br>2780 | POSBUS 583<br>SCHWEIZER RENEKE<br>2780 |

E-pos: dirkfourie@lantic.net
Tel nr: (Mnr) 0834489245

**Die Verkoper te:**

Fisiese & Posadres:

P/A DU RANDT LAW ING.
PRETTYMAN WEG 16
WAVERLEY
BLOEMFONTEIN
9301

E-pos: zane@durandtlaw.co.za
Tel nr: 082 374 1757 (Zane du Randt)

2.

Die balans van die inhoud van die huurooreenkoms sal ten volle van krag en afdwingbaar bly.

GETEKEN TE SCHWEIZER RENEKE op hierdie ..30e.. dag van AUGUSTUS 2021.

**AS GETUIES:**

1. _____

2. _____

_____
VERKOPER

GETEKEN TE SCHWEIZER RENEKE op hierdie ..30e.. dag van AUGUSTUS 2021.

**AS GETUIES:**

1. _____

2. _____

_____
KOPER

**REGISTRATION FORM AND COMMENT FOR THE PUBLIC PARTICIPATION PROCESS**
**PROPOSED PROSPECTING RIGHT OVER Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, MAGISTERIAL DISTRICT OF CHRISTIANA.**

Daan Erasmus
P.O. Box 6499
KLERKSDORP
2572

Tel. 018-468 5355
Fax: 018-011 3760
Mobile: 082 895 3516
E-mail: daane@dera.co.za & dera.office@dera.co.za

**PERSONAL INFORMATION:**

Title/Titel: Mr Initials/Voorletters: AC First Name/Eerste naam: Abraham Carl

Surname/Van: Strauss

E-mail/E-pos: acestrauss@gmail.com

Telephone/Telefoon: 0836335007 Fax/Faks: —

Organisation (if applicable)/Organisasie(indien van toepassing: .....

Capasity (member, etc.)/Kapasiteit (lid ens): .....

Landowner/Grondeienaar/Neighbour/Buurman/ Interested and/or affected party on the farm/ op die plaas: Boekpfeals

Postal Address/ Posadres: 636 S-Rand

Town/City/Dorp/Stad: S-Rand Code/Kode: 2750

**COMMENT/OBJECTION:**

1. What is the nature of your interest in the proposed project/Wat is u belang in die voorgenome projek?

2. Do you have any ground for objection towards the proposed project/Het u enige gronde tot beswaar t.o.v. die bogenoemde projek?

Nee

**YES/NO JA/NEE**

If "Yes", please list shortly/Indien 'JA', lys asseblief kortliks.

N/V.T.

3. Do you foresee that this activity will have a negative impact on yourself or the environment/Voorsien u dat die voorgenome projek 'n negatiewe inpak kan he op useff of die omgewing?

**YES/NO JA/NEE**

If "Yes", please descibe shortly/Indien 'JA', verduidelik asseblief kortliks.

Filled in on/Ingevul op 30 day of /dag van Augustus (month)/(maand) 2021

AC Strauss

**Name and Surname/ Company**
**Naam en Van/Maatskappy**

**Signature/Handtekening**

**REGISTRATION FORM AND COMMENT FOR THE PUBLIC PARTICIPATION PROCESS PROPOSED PROSPECTING RIGHT OVER Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, MAGISTERIAL DISTRICT OF CHRISTIANA.**

Daan Erasmus
P.O. Box 6499
KLERKSDORP
2572

Tel. 018-468 5355
Fax: 018-011 3760
Mobile: 082 895 3516
E-mail: daane@dera.co.za & dera.office@dera.co.za

## PERSONAL INFORMATION:

Title/Titel: Mnr Initials/Voorletters: S.F First Name/Eerste naam: BEZUIDENHOUT

Surname/Van STEPHANUS FRANCOIS BEZUIDENHOUT

E-mail/E-pos louise.bez5@gmail.com

Telephone/Telefoon 083 388 5660 Fax/Faks —

Organisation (if applicable)/Organisasie(indien van toepassing: .....

Capasity (member, etc.)/Kapasiteit (lid ens): .....

Landowner/Grondeienaar/Neighbour/Buurman/ Interested and/or affected party on the farm/ op die plaas Klipfontein

Postal Address/ Posadres Posbus 198

Town/City/Dorp/Stad: Schweizer-Reneke Code/Kode: 2780

## COMMENT/OBJECTION:

1. What is the nature of your interest in the proposed project/Wat is u belang in die voorgenome projek?

2. Do you have any ground for objection towards the proposed project/Het u enige gronde tot beswaar t.o.v. die bogenoemde projek?

Geen Beswaar

YES/(NO) JA/NEE

If "Yes", please list shortly/Indien 'JA', lys asseblief kortliks.

3. Do you foresee that this activity will have a negative impact on yourself or the environment/Voorsien u dat die voorgenome projek 'n negatiewe inpak kan he op uself of die omgewing?

YES/(NO) JA/NEE

If "Yes", please descibe shortly/Indien 'JA', verduidelik asseblief kortliks.

Filled in on/Ingevul op 27 day of /dag van Augustus (month)/(maand) 2021

Stephanus Francois Bezuidenhout

**Name and Surname/ Company**
**Naam en Van/Maatskappy**

**Signature/Handtekening**

**REGISTRATION FORM AND COMMENT FOR THE PUBLIC PARTICIPATION PROCESS PROPOSED PROSPECTING RIGHT OVER Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, MAGISTERIAL DISTRICT OF CHRISTIANA.**

Daan Erasmus
P.O. Box 6499
KLERKSDORP
2572

Tel. 018-468 5355
Fax: 018-011 3760
Mobile: 082 895 3516
E-mail: daane@dera.co.za & dera.office@dera.co.za

## PERSONAL INFORMATION:

Title/Titel: Mr Initials/Voorletters: W.J. First Name/Eerste naam: Willem

Surname/Van: Van Zyl

E-mail/E-pos: vzywj@gmail.com

Telephone/Telefoon: 083 668 4245 Fax/Faks: –

Organisation (if applicable)/Organisasie(indien van toepassing: –

Capasity (member, etc.)/Kapasiteit (lid ens): –

Landowner/Grondeienaar/Neighbour/Buurman/ Interested and/or affected party on the farm/ op die plaas: Buurman

Postal Address/ Posadres: Posbus 16 Christiana

Town/City/Dorp/Stad: Christiana Code/Kode: 2680

## COMMENT/OBJECTION:

1. What is the nature of your interest in the proposed project/Wat is u belang in die voorgenome projek?

/

2. Do you have any ground for objection towards the proposed project/Het u enige gronde tot beswaar t.o.v. die bogenoemde projek?

Water moet met omsigtigheid verbruik / gepomp word met inagneming van bepaalde water lisensie

**YES/NO JA/NEE**

If "Yes", please list shortly/Indien 'JA', lys asseblief kortliks.

/

3. Do you foresee that this activity will have a negative impact on yourself or the environment/Voorsien u dat die voorgenome projek 'n negatiewe inpak kan he op uself of die omgewing?

**YES/NO JA/NEE**

If "Yes", please descibe shortly/Indien 'JA', verduidelik asseblief kortliks.

Nee Ba

Filled in on/Ingevul op 2 day of /dag van September (month)/(maand) 2021

/

**Name and Surname/ Company**
**Naam en Van/Maatskappy**

**Signature/Handtekening**

mineral resources
& energy
Department:
Minerals Resources and Energy
REPUBLIC OF SOUTH AFRICA

Private Bag A1, KLERKSDORP 2570
Fax No: (018) 487 4350 / Tel No.: (018) 487 4300
Enquiries: J.H Makhubela Reference No. NW 30/5/1/1/2/13123 PR

**Kridyn Boerdery (Pty) Ltd**
P.O BOX 6499
Flamwood
**KLERKSDORP**
2572

Fax: **(018) 011 3760**

E-mail Address: **daane@dera.co.za**

**Attention: Daan Erasmus**

**ACCEPTANCE OF AN APPLICATION FOR A PROSPECTING RIGHT AND A PERMISSION TO REMOVE AND DISPOSE OF MINERALS IN TERMS OF SECTIONS 16 AND 20 OF THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT ACT, ACT 28 OF 2002 (ACT) AS AMENDED BY SECTION 12 OF THE MINERAL AND PETROLEUM RESOURCES DEVELOPMENT AMENDMENT ACT, ACT 49 OF 2008 "HEREIN REFERRED TO AS THE AMENDED ACT": PORTION 2 OF THE FARM PAARDENPAN 260 HO, REMAINING EXTENT OF PORTIONS 2 AND 3 OF THE FARM KLIPFONTEIN 263 HO, REMAINING EXTENT OF PORTION 1, PORTIONS 2 AND 3 OF THE FARM VAALBOSCHHOEK 264 HO, PORTION 4 OF THE FARM REPUBLIEK 274 HO AND THE REMAINING EXTENT, PORTIONS 1 AND 2 OF THE FARM HONI-SOIT-QUI-MAL-Y-PENSE 275 HO, SITUATED IN THE MAGISTERIAL DISTRICT OF CHRISTIANA.**

I hereby confirm that your application for a prospecting right and a permission to remove and dispose of **diamond (alluvial)** in terms of sections 16 and 20 of the Mineral

and Petroleum Resources Development Act, 2002 (Act 28 of 2002) (as amended) has been accepted

In terms of Section 12(d) of the said Act, you are therefore required to consult in the prescribed manner with the landowner, lawful occupier and any interested and affected party and include the result of the consultation in the relevant environmental reports.

In light of the minimum requirements as stipulated on Regulation 16(1) and 16(2) of the EIA Regulations, your application for an Environmental Authorisation was incomplete as it was not accompanied by this acceptance letter as per Sub Regulation 16(1)(ix) and considering that it is now completed by this acceptance letter, you are hereby required to submit the documents as stipulated on Regulation 19(1) to 19(8) of the EIA Regulations (Only in cases where Basic Assessment Report is applicable) or Regulation 21 (Scoping Report) and Regulation 23 (EIR and EMPR) (In case of Scoping and Environmental Impact Report). **Please ignore the submission of this report in case you have already submitted.** All timeframes are effective from the date of this letter.

**Kindly take note that you are required to consult with the Department of Land Affairs if the land is state owned and in the event that the land is subject to land restitution, to consult the office of the Commission on Restitution of Land Rights and submit on line and hard copy to the Regional Office the results of such consultation on or before the 03rd of September 2021 (30 days).**

You are further requested in terms of section 17 (4) of the act to give effect to the objects referred to in section 2 (d) of the Act (BEE). In this regard you are required to submit **online** and hard copy to this Regional office by not later than the **18th of October 2021** (60 days), the following documents:

a) **duly signed shareholders agreements;**
b) **share certificates and shareholder's registers;**
c) **articles and memorandum of association of the company;**
d) **details relating to funding (all relevant agreements); and**
e) **any other agreement or documents relating to the agreement**

**"Your attention is drawn to the provision of section 17 (1) (e) of the MPRDA, which provide that the Minister may grant an application for a prospecting right if the applicant is not in contravention of any relevant provision of this Act. Section 19(2)(f) places an obligation on the holder of a prospecting right to pay the prescribed prospecting fees, as per Regulation 76 of the MPRDA".**

**"You are therefore reminded to ensure that payment of all prospecting fees for all the prospecting rights that you hold, are up to date, failing which this may have a negative impact on the outcome of your current application"."**

Acceptance of your application does not grant you the right to commence with prospecting operations. Your application will be evaluated/processed and a recommendation on the granting/refusal of the right will be forwarded to the Minister or her delegate. Any person operating without a prospecting/mining right or mining permit will be in contravention of Section 5(4) of the MPRDA and would be guilty of an offence in terms of the relevant Act.

**Take note further that failure to submit the documents as requested and failure to adhere to the timeframes as stipulated above amounts to non-compliance with the provision of the Act and will therefore lead to your application being recommended for refusal without further notification to you.**

Yours faithfully

.....

**REGIONAL MANAGER**

**NORTH WEST REGION**

**DATE:** 26/07/2021

## Gerda

**From:** Gerda <dera.office@dera.co.za>
**Sent:** Friday, 13 August 2021 11:55
**To:** 0534413735@faxsend.co.za
**Subject:** Consultation letter - Kridyn Boerdery - Prospecting application
**Attachments:** Consultation letter - Kridyn Boerdery - Prospecting application.pdf

Good day Pakiso

See attached the consultation letter for Kridyn Boerdery for a Prospecting Right application in the Christiana district.

It will be highly appreciated if you could sign and return the letter to dera.office@dera.co.za

Regards.

Gerda Els
Cell: 083 225 1593

Daan Erasmus
Dera Omgewingskonsultante (Pty) Ltd.
Reg no: 2014/051013/07
P.O. Box 6499, Flamwood, 2572
VAT no: 4590284073
Tel: 018 468 5355
Fax: 018 011 3760
Cell: 082 895 3516
e-mail: dera.office@dera.co.za or daane@dera.co.za

Your message is ready to be sent with the following file or link attachments:

Consultation letter - Kridyn Boerdery - Prospecting application

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

P O Box 6499
Flamwood
2572
Tel: 018-468 5355
Fax: 018-011 3760
Cell: 082 895 3516
E-mail: dera.office@dera.co.za
daane@dera.co.za

# DERA

2 August 2021

## Environmental Consultants

**Lekwa-Teemane Local Municipality**

**Attention: Pakiso Leshage (LED)**

**RE: CONSULTATION WITH INTERESTED & AFFECTED PARTIES**

It is hereby confirmed that Kridyn Boerdery (Pty) Ltd. has applied for a prospecting right Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, situated in the Christiana district.

The Department of Mineral Resources has requested that the Lekwa-Teemane Local Municipality must be informed about the proposed prospecting right application.

Please find attached the consultation letter with the information regarding the proposed prospecting right application.

It would be highly appreciated if you could return the attached consultation letter to Dera Environmental Consultants at Fax: 018 011 3760 or dera.office@dera.co.za

Should you have any questions regarding the above, please call Mr. Erasmus at 082 895 3516

DERA Environmental Consultants can be contacted for any further enquiries.

Yours sincerely

p.p.

Daan Erasmus
DERA Environmental Consultants

P O Box 6499
Flamwood
2572
Mobile: 082 895 3516
E-mail: dera.office@dera.co.za
daane@dera.co.za

# DERA

2 August 2021

Environmental Consultants

**To whom it may concern**

**CONSULTATION WITH INTERESTED AND AFFECTED PARTIES WITH REGARD TO AN APPLICATION FOR A PROSPECTING RIGHT IN TERMS SECTION 16 OF THE MINERALS AND PETROLEUM RESOURCES DEVELOPMENT ACT, 2002 (ACT 28 OF 2002) AND NEMA, EIA 2014 OVER: PORTION 2 OF THE FARM PAARDENPAN 260 HO, REMAINING EXTENT OF PORTION 2 & PORTION 3 OF THE FARM KLIPFONTEIN 263 HO, REMAINING EXTENT OF PORTION 1, PORTION 2 & PORTION 3 OF THE FARM VAALBOSCHHOEK 264 HO, PORTION 4 OF THE FARM REPUBLIEK 274 HO, REMAINING EXTENT, PORTION 1 & PORTION 2 OF THE FARM HONI-SOIT-QUI-MALY-Y-PENSE 275 HO, SITUATED IN THE CHRISTIANA DISTRICT.**

You are herewith informed that **Kridyn Boerdery (Pty) Ltd.** has submitted an application in terms of Section 16 of the Minerals and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and NEMA, EIA 2014, to the Regional Manager: Mineral Regulation, Northern West Region in respect of the prospecting of **Diamonds Alluvial** in the magisterial district of Christiana.

**Kridyn Boerdery (Pty) Ltd** is in the process of compiling the Scoping Report, which needs to be submitted at the Regional Office of DMR. After acceptance of the application is received an Environmental Management Programme (EMP) & Environmental Impact Report (EIA) need to be submitted at the Regional Office of DMR within 106 days from date of acceptance of the Scoping Report. The documents will be available for I&AP's for comments.

In terms of Section 10 of the Minerals and Petroleum Resources Development Act, 2002 (Act 28 of 2002), and in terms of Regulation 39(1) of the regulations published in the Government Notice No. R10328 (of 4 December 2014) under Chapter 6 of the NEMA, EIA 2014, the landowner or legal occupier of the land, as well as any other interested party must be notified and consulted with in terms of the proposed project.

**Kridyn Boerdery (Pty) Ltd** deems it necessary to consult with inter alia yourself / your company/ your organization, and you are therefore kindly requested to comment very clearly and unambiguously with regards to the proposed prospecting project. You are requested to submit in writing, any interest/ objection and/or comments you may have and return it to the appointed consultants (**Reference no. NW30/5/1/1/2/13123PR**) within 30 days from the date of receipt of this letter. If no correspondence is received from you within the mentioned time frame, the applicant shall accept that you have no objection with the proposed prospecting activities.

Please call me if any further information is needed.

Your co-operation will be appreciated.

Yours faithfully,
p.p.

**Daan Erasmus**
**DERA Environmental Consultants**

**REGISTRATION FORM AND COMMENT FOR THE PUBLIC PARTICIPATION PROCESS PROPOSED PROSPECTING RIGHT OVER Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, MAGISTERIAL DISTRICT OF CHRISTIANA.**

Daan Erasmus
P.O. Box 6499
KLERKSDORP
2572

Tel. 018-468 5355
Fax: 018-011 3760
Mobile: 082 895 3516
E-mail: daane@dera.co.za & dera.office@dera.co.za

## PERSONAL INFORMATION:

Title/Titel:..... Initials/Voorletters: ..... First Name/Eerste naam:.....

Surname/Van.....

E-mail/E-pos.....

Telephone/Telefoon..... Fax/Faks.....

Organisation (if applicable)/Organisasie(indien van toepassing: .....

Capasity (member, etc.)/Kapasiteit (lid ens): .....

Landowner/Grondeienaar/Neighbour/Buurman/ Interested and/or affected party on the farm/ op die plaas.....

Postal Address/ Posadres .....

Town/City/Dorp/Stad: ..... Code/Kode: .....

## COMMENT/OBJECTION:

1. What is the nature of your interest in the proposed project/Wat is u belang in die voorgenome projek?

_____

_____

_____

2. Do you have any ground for objection towards the proposed project/Het u enige gronde tot beswaar t.o.v. die bogenoemde projek?

_____

_____

**YES/NO JA/NEE**

If "Yes", please list shortly/Indien 'JA', lys asseblief kortliks.

_____

_____

_____

3. Do you foresee that this activity will have a negative impact on yourself or the environment/Voorsien u dat die voorgenome projek 'n negatiewe inpak kan he op uself of die omgewing?

**YES/NO JA/NEE**

If "Yes", please descibe shortly/Indien 'JA', verduidelik asseblief kortliks.

_____

_____

Filled in on/Ingevul op..... day of /dag van..... (month)/(maand) 2021

_____ _____

**Name and Surname/ Company** **Signature/Handtekening**

**Naam en Van/Maatskappy** . . . . . .

## Gerda

**From:** Gerda <dera.office@dera.co.za>
**Sent:** Wednesday, 04 August 2021 10:17
**To:** keabetswe.mothupi@dalrrd.gov.za
**Subject:** Verification of land claims - Kridyn - Christiana
**Attachments:** Verification of land claims - Kridyn - Christiana.pdf

Good day Kea

See attached the request for verification of land claims on various farms in the Christiana district

Regards.

Gerda Els
Cell: 083 225 1593

Daan Erasmus
Dera Omgewingskonsultante (Pty) Ltd.
Reg no: 2014/051013/07
P.O. Box 6499, Flamwood, 2572
VAT no: 4590284073
Tel: 018 468 5355
Fax: 018 011 3760
Cell: 082 895 3516
e-mail: dera.office@dera.co.za or daane@dera.co.za

Your message is ready to be sent with the following file or link attachments:

Verification of land claims - Kridyn - Christiana

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

P O Box 6499
Flamwood
2572
Tel: 018 468 5355
Fax. 018-011 3760
Cell. 082 895 3516
E-mail:dera.office@dera.co.za
daane@dera.co.za

# DERA

Environmental Consultants

2 August 2021

**Department of Land Affairs & Rural Development**

**Attention: Keabetswe Mothupi**

**Re: Verification of Land Claims**

We are Environmental Consultants situated in Klerksdorp and has applied on behalf of Kridyn Boerdery (Pty) Ltd. for a Prospecting Right on the following farm in the Christiana district.

- Portion 2 of the farm Paardenpan 260 HO
- Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO
- Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO
- Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO

  Lekwa Teemane Local Municipality

Could you please be so kind to verify if there are any land claims over the farms as mentioned above?

It would be highly appreciated if you could help us in this matter as soon as possible.

Please feel free to contact the office of Dera Environmental Consultants or Mr. Erasmus on his cell: 082 895 3516 for any further information.

Yours truly.

P.P. Els

Daan Erasmus

P O Box 6499
Flamwood
2572
Tel: 018-468 5355
Fax: 018-011 3760
Cell: 082 895 3516
E-mail: dera.office@dera.co.za
daane@dera.co.za

# DERA

Environmental Consultants

4 August 2021

**Department of Water and Sanitation**
**28 Central Road**
**Beaconsfield**
**Kimberley**
**8301**

**Attention: Lerato Mokhoantle**

**RE: Scoping Report**

**Reference Number: NW30/5/1/1/2/13123PR**

It is hereby confirmed that Kridyn Boerdery (Pty) Ltd. has applied for a prospecting right over Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, situated in the Christiana district.

The application was accepted by the Department of Mineral Resources and they have requested that the Department of Water and Sanitation (North West Regional Office) must be consulted about the proposed prospecting right. See attached the Scoping Report for comments

Should you have any questions regarding the above, please call Mr. Erasmus at 082 895 3516

DERA Environmental Consultants can be contacted for any further enquiries.

Yours sincerely

Daan Erasmus
DERA Environmental Consultants

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|---|---|---|---|---|---|---|---|---|
| DO2KRO | | 2021/09/08 | 1 | | | KLK | KIM | 15 |

Contact Name: Gerda Els
Contact Phone Number (Very Important): (018 468 5355) 083 682 5917 083 225 1593
Company Name: Dera Omgewingskonsultante
Street Address: 27 Lewis Street
Wilkoppies 2571
Klerksdorp
City: WILKOPPIES, Klerksdorp
Country:
Postal Code: 2571

To (Contact Name): Lerato Mokhoantle
Contact Phone Number (Very Important): (053 830 8800)
Company Name: DEPT WATER & SANITATION 083 655 8312
Exact Street Address (We cannot deliver to Box Numbers): 28 CENTRAL ROAD
BEACONSFIELD 8301
KIMBERLEY
City: KIMBERLEY Streets/Strate
Country:
Postal Code: 8301

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|---|---|---|---|
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By virtue of the clients signature hereto, the client acknowledges having read, understood, and agreed to be bound by the standard conditions of carriage of The Courier Guy (Pty) Ltd., which standard conditions are annexed hereto.

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OLW12641892

| ACCOUNT NO. (Very Important) | CLIENT REFERENCE | DATE DD MM YY | PARCELS | MASS | VOLUME | ORIGIN | DEST. | OFFICE REFERENCE |
|---|---|---|---|---|---|---|---|---|
| DO2KRO | | 2021/09/08 | 1 | | | KLK | KIM | 15 |

Contact Name: Gerda Els
Contact Phone Number (Very Important): (018 468 5355) 083 682 5917 083 225 1593
Company Name: Dera Omgewingskonsultante (Pt
Street Address: 27 Lewis Street
Wilkoppies 2571
Klerksdorp
City: WILKOPPIES, Klerksdorp
Country:
Postal Code: 2571

To (Contact Name): Lerato Mokhoantle
Contact Phone Number (Very Important): (053 830 8800)
Company Name: DEPT WATER & SANITATION 083 655 8312
Exact Street Address (We cannot deliver to Box Numbers): 28 CENTRAL ROAD
BEACONSFIELD 8301
KIMBERLEY
City: KIMBERLEY Streets/Strate
Country:
Postal Code: 8301

Special Instuctions

| NUMBER | DESCRIPTION OF CONTENTS | ACTUAL WEIGHT | DIMENSIONS (cm) |
|---|---|---|---|
| 1 | Documents | 1,00 | x x |
| | | | x x |
| | | | x x |

By virtue of the clients signature hereto, the client acknowledges having read, understood, and agreed to be bound by the standard conditions of carriage of The Courier Guy (Pty) Ltd., which standard conditions are annexed hereto.

INSURANCE Y ☐ N ☑
(ONLY DECLARE VALUE IF YES)
DECLARED VALUE R

| SERVICES REQUIRED: Please tick appropriate box(es) | | | | | | CHARGES | R | c |
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| 1 | | SAME DAY EXPRESS | 8 | | INTERNATIONAL DOCUMENTS | | | |
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| 3 | | LOCAL SAME DAY COURIER BAG | 10 | | INTERNATIONAL AIR FREIGHT | | | |
| 4 | | SAME DAY ECONOMY | 11 | | AFTER HOURS SERVICE | | | |
| 5 | | OVERNIGHT COURIER | 12 | | SATURDAY SERVICE | | | |
| 6 | | DOMESTIC AIR FREIGHT | 13 | | EARLY BIRD | VAT | | |
| 7 | X | DOMESTIC ROAD FREIGHT | 14 | | NATIONAL FLYER ECONOMY SERVICE | TOTAL | | |

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TIME:

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1st Copy: THE COURIER GUY (Pty) Ltd. COPY 2nd Copy: COPY VAT INVOICE 3rd Copy: PROOF OF DELIVERY 4th Copy: RECEIVERS COPY 5th Copy: SENDERS COPY

## PUBLIC NOTICE

## APPLICATION FOR AN ENVIRONMENTAL AUTHORIZATION FOR THE PROPOSED ACTIVITIES.

Notice is given for the following application:

1) Environmental authorization application for prospecting.

- **Proponent:** The applicant is Kridyn Boerdery (Pty) Ltd.
- **Ref. no:** NW30/5/1/1/2/13123PR

**Property description:** The proposed prospecting area is over Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, situated in the Christiana district. The total extent of the prospecting area is 3886.8184 hectares. (21 SG digital code: T0HO00000000026000002; T0HO00000000026300002; T0HO00000000026300003 T0HO00000000026400001; T0HO00000000026400002; T0HO00000000026400003 T0HO00000000027400004; T0HO00000000027500000; T0HO00000000027500001 T0HO00000000027500002

- **Location:** The property is situated ±35 km north of Christiana.
- **Project description:** The purpose of the application is to obtain the required authorisation from the Department to successfully: undertake geological surveys, test pits and bulk sampling.
- **Process of Scoping is followed**
- **Activity applied for:** the following activities as listed in terms of NEMA (Act No. 107 of 1998) as amended and EIA Regulations, 2014 was applied for under Activity 19 - Listing Notice 2 – GNR325; Activity 20 - Listing Notice 1 – GNR327 and Activity 27 and Listing 1 – GNR327 of 2014
- **Minerals applied for:** Diamonds Alluvial
- **Date submitted:** 15 April 2021
- **Stakeholder involvement:** Stakeholders are invited to register as interested and affected parties and to participate in the application process by identifying issues of concern and suggestions for consideration in the Scoping Report. I&AP's can contact Dera Environmental Consultants for any further information required. Please submit your written comments by mail, fax or e-mail in this 30 day of this notice to:

Mr. Daan Erasmus of DERA Environmental Consultants
PO Box 6499
Flamwood
2572
E-mail: daane@dera.co.za
Tel: 018 468 5355
Fax: 018 011 3760
Cell: 082 895 3516;

- **Date of advertisement**: Wednesday 4 August 2021
- **Public meeting**: Friday 6 August 2021 on site – coordinates: LAT -27.591896 LONG 25.225210
- **Time:** 11H00

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3. BETREKKINGS GEVRA SITUATIONS WANTED
4. GELD EN LENINGS MONEY & LOANS
5. HUISE TE HUUR HOUSES TO LET
6. WOONSTELLE TE HUUR FLATS TO LET
7. PLOTTE EN PLASE TE HUUR PLOTS AND FARMS FOR HIRE
8. ALGEMEEN TE HUUR GENERAL FOR HIRE
8a. AKKOMMODASIE ACCOMMODATION
9. TE HUUR GEVRA WANTED TO HIRE
10. HUISE TE KOOP HOUSES FOR SALE
11. WOONSTELLE TE KOOP FLATS FOR SALE
12. ERWE TE KOOP STANDS FOR SALE
13. PLOTTE EN PLASE TE KOOP PLOTS AND FARMS FOR SALE
14. BESIGHEDE TE KOOP BUSINESSES FOR SALE
15. ALGEMEEN TE KOOP MISC. SALES
15a. ONDER R50/UNDER R50
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17. VOERTUIE TE KOOP VEHICLES FOR SALE
17a. VERVOER TRANSPORT
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22. VERLORE/LOST
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## 6 WOONSTELLE TE HUUR FLATS TO LET

**2 SLK** woonstel te huur. Water ingesluit. Koop krag. R2800 p.m. Bernauw plot 36. Beskikbaar van 1 Julie 2021. Kontak 082 665 6576.
----------12813 28/7-4/8

**RUIM** 2-Slaapkamer woonstel te huur te Schweizer-Reneke met toesluitmotorhuis. Onmiddellik beskikbaar. Kitty 082-318-7122.
----------12814 28/7-18/8

**1 SLK**/woonstel te huur. Koop-krag, water ingesluit. Afdak vir voertuig. Geen diere en geen drank. Sleuteldeposito. Onmiddellik beskikbaar. Skakel 073 789 1014.
----------12824 4/8

## 14 BESIGHEDE TE KOOP BUSINESSES FOR SALE

**BUTCHERY** and Ice-cream business for sale in prime location in Zeerust ph Dominic 0655290694.
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----------11160 7/11 AC TC

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- Earn extra money
- Business propositions
- Part-time work

**PROHIBITED:**
Use of the following words in abovementioned advertisements are prohibited:
*No Credit Checks required
*Blacklisted clients welcome
*Free Credit etc.
**MUST contain the following information in the advertisement:**
Telephone number
Street address
Name of person and/or business.
These are the requirements and **NO** exceptions will be made. All advertisements are placed with the approval of the National Press Union and it is our responsibility as an advertising medium to ensure that these rules are strictly adhered to. However, it still remains the responsibility of the buyer or consumer to thoroughly investigate the trustworthiness of the advertiser with whom they are doing business.

## Kennisgewings / Legals

**KENNISGEWING** In die Boedel van Wyle: ELIZABETH MARIA JACOBS Identiteitsnommer: 6710220055089. Van: MENTZSTRAAT 2, STELLA. BOEDEL NR.: 5206/2021 Datum van dood: 15 MEI 2021. Skuldeisers en skuldenaars in bogemelde boedel word versoek om hul vorderinge in te lewer en hul skulde te betaal by die kantore van ondergenoemde binne 30 dae vanaf 06 AUGUSTUS 2021. KOTZE LOW & SWANEPOEL. De Kockstraat 14. Posbus 123 Vryburg 8600 (Verwysing: Braam Swanepoel) Die uwe (Get) ASWEGEN. N VAN ASWEGEN Epos: nicolene@klsvryburg.co.za
----------K1 4/8

**NOTICE** IN THE MAGISTRATE COURT FOR THE DISTRICT OF NALEDI HELD AT VRYBURG. Case Number: 198/2021. In the case between: BENMAR VERSPREIDERS CC EXECUTION DEBTOR and PIETER BRITZ t/a AJ'S GROCER EXECUTION DEBTOR. NOTICE OF SALE IN EXECUTION OF MOVABLE PROPERTY BY WAY OF PUBLIC AUCTION. PURSUANT to a judgment of the Magistrate Court OF VRYBURG given on 24 March 2021 the undermentioned goods will be sold at 11:00 on 02 SEPTEMBER 2021 by public auction to be held at ONE PRICE STORE, 95 MARK STREET, STELLA by the Sheriff for the Magistrates Court, VRYBURG to the highest bidder for cash. 1. Goods offered for sale are: 1 x WOODEN TABLE AND CHAIR, 1 x CANON PRINTER, 1 x OPTFLEX COMPUTER, FLATRON SCREEN, 1 x GCM WATERCOOLER, 1 x MUKRITE 450 MILK COOLERS, 1 x WOODEN TABLE, 1 x WOODEN TABLE + 3 CHAIRS, 1 x 3 GLASS TOP DISPLAY DEEP FREEZER, 1 x DEFY 2 GLASS TOP DISPLAY DEEP FREEZER, 2 x KIC DEEP FREEZERS, 5 x STAY COLD FRIDGES, 1 x GBG SLUSH PUPPY MACHINE. 1 x TAYLOR ICE CREAM MACHINE, 1 x SAHARA, 1 x OPTIFLEX COMPUTERS, 1 x UPS, 3 x TELEFUNKEN, 1 x LG SCREENS, 2 x DELL SCREENS, 1 x SINOTEC TV SCREEN + 24 CHANNEL DVR'S + 8 CAMERAS. SIGNED at VRYBURG on the 14th day of July 2021. SHERIFF OF THE COURT. (Sgd) MARIUS FERREIRA. ATTORNEYS FOR EXECUTION CREDITOR. KOTZE LOW & SWANEPOEL ATTORNEYS. INCORPORATING VENTER BOOYSEN & FERREIRA ATTORNEYS. 14 DE KOCK STREET VRYBURG 8601. Tel: 0539273964 Fax: 086 474 0071. Docex: 3 Email: jbosman@klsvryburg.co.za Ref: M FERREIRA / JB File No: MB0163
----------K2 4/8

**NOTICE** IN THE REGIONAL COURT FOR THE REGIONAL DIVISION OF NORTH WEST HELD AT VRYBURG. CASE NO: NW/VRY/RC61/2017. In the matter between: LK RENOSTER PLAINTIFF AND MRS E APRIL 39 BOSHOFF SINGEL, VRYBURG DEFENDANT. NOTICE OF SALE. In terms of Judgment in the Regional Court and Warrant of Execution dated the 16th of JULY 2021 the undermentioned goods will sold by public auction by the SHERIFF OF VRYBURG on the 21ST day of AUGUST 2021 at 10h00 AT 8 FINCHAM STREET, VRYBURG be sold to the highest bidder, namely: 1 X 4 PIECE BROWN LOUNGE SUITE, 1 X 7 PIECE DINING-ROOM SUITE, 1 X JVC FLAT SCREEN TV, 1 X JVC HI FI SYSTEM PLUS 2 X SPEAKERS, 1 X BLACK DISPLAY CABINET, 1 X CREAM HEAD BOARD, 2 X BROWN DRESSING TABLES, 1 X LG TUMBLE DRYER, 1 X SAMSUNG FLAT SCREEN TV, 1 X BLUE TOYOTA COROLLA WITH REG NO FKN784NW. DATED at VRYBURG on this 27TH DAY OF JULY 2021. (SGD) DU PLESSIS-VIVIERS INC. ATTORNEYS FOR PLAINTIFF. 136 MARKET STREET. PO BOX 2010, VRYBURG. TEL: 053 927 1045. REF: LK RENOSTER/IVZ/TR 3059
----------K3 4/8

**NOTICE** IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF TAUNG HELD AT TAUNG. CASE NUMBER: 299/2018. In the case between: GABOUTLWELE HENDRIK SELEKE EXECUTION CREDITOR and KGATLISO LOGISTICS FIRST EXECUTION DEBTOR. OMPHILE DUDU SEBEGO SECOND EXECUTION DEBTOR. NOTICE OF SALE IN EXECUTION OF MOVABLE PROPERTY. PURSUANT to a judgment by the Magistrate TAUNG given on 24 OCTOBER 2018 the under mentioned goods will be sold at 10:00 on 27 AUGUST 2021 by public auction to be held at 15 ROBYN STREET, CHRISTIANA, by the Sheriff for the Magistrates Court of Christiana to the highest bidder for cash, namely: WHITE HYUNDAI GRAND I10 REGISTRATION NO. JTH 174 NW. SIGNED at TAUNG on the 29TH day of JULY 2021. SHERIFF OF THE COURT. ATTORNEYS FOR EXECUTION CREDITOR. VAN ZYL & GROENEWALD. C/O A BUTHELEZI. N18 NATIONAL ROAD, STAND 44, TAUNG Tel: 053 474-0111 Fax: 053 474-1723 / 086 575 4948 Email: lettie.vzg@lantic.net Ref: EG/Lettie/ES0796
----------K4 4/8

**KENNISGEWING** Boedel wyle BENJAMIN DU PREEZ ID nr 51101950720B9 van Perseel 5F6, Hartswater 8570 BOEDEL NR 002222/2021 Oorlede: 06 JUNIE 2021. Skuldeisers en skuldenaars in bogenoemde boedel word versoek om hul vorderinge in te lewer en hul skulde te betaal by die kantoor van die ondergenoemde binne 30 dae vanaf 06 Augustus 2021. FULCRUM ASSET MANAGEMENT Suite 2A De Vallegebou, DF Malanstr 1, Hartswater, 8570 (Verwysing SJ Rudman) E-pos: stephan@fulcrumbb.co.za
----------K5 4/8

**KENNISGEWING** In die boedel van wyle SUSANNA PETRONELLA HOUGH, Identiteitsnommer 510118 0027 089, Huisvrou, en langslewende eggenote GEHARDUS ADRIAAN HOUGH, Identiteitsnommer 500423 5023 089, van Impalaweg 18, VRYBURG, Noordwes, wie op 12 Januarie 2019 oorlede is. BOEDELNOMMER 004025/2021 Ingevolge Artikel 29 van Wet 66 van 1965, word alle persone wat vorderinge het teen bogemelde boedel, versoek om sodanige vorderinge binne 'n tydperk van 30 dae vanaf die datum van publikasie hiervan by die ondergemelde in te lewer. GEDATEER te GREYTOWN, KZN op hierdie 22ste dag van JULIE 2021. Nel & Stevens. Prokureurs van Eksekuteur. Cathcartstraat 161 GREYTOWN 3250.
----------K6 4/8

**NOTICE.** FORM JJJ. LOST or DESTROYED DEED. NOTICE is hereby given in terms of Regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of:- a certified copy of: Deed of Transfer T32346/2009, passed by: JACOBUS BRAND GOOSEN, Identity Number 481211 5039 087 and ANNA JACOBA ELIZABETH GOOSEN, Identity Number 500727 0095 087, Married in community of property to each other, in favour of: BRAND GOOSEN FAMILIETRUST, REGISTRATION NUMBER IT2576/2007, in respect of certain: 1. ERF 173 SCHWEIZER RENEKE TOWNSHIP, Registration Division H.O., North-West Province, 2. PORTION 1 OF ERF 141 SCHWEIZER RENEKE TOWNSHIP, Registration Division H.O., North-West Province, which has been lost or destroyed. All interested persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at:- THE REGISTRAR OF DEEDS, PRETORIA, Deeds Office Information Section, Corner PRETORIUS & BOSMAN STREET, Pretoria, within 2 (two) weeks from the date of the publication of this notice. DATED at GEORGE on 22 JULY 2021. APPLICANT, MARAIS LAW INC., Suite 104, 1st Floor, 72 York Street, George, P O Box 1850, George, 6530, Tel: 044 884 0409.
----------K8 4/8

**NOTICE.** FORM JJJ. LOST or DESTROYED DEED. NOTICE is hereby given in terms of Regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of:- a certified copy of: Deed of Transfer T89876/2012, passed by: HERMANUS PETRUS MAREE, Identity Number 530106 5026 087, Married out of community of property, in favour of: THE TRUSTEES FOR THE TIME BEING OF BRAND GOOSEN FAMILIE TRUST, REGISTRATION NUMBER IT2576/007, in respect of certain: ERF 175 SCHWEIZER RENEKE TOWNSHIP, Registration Division H.O., North-West Province, which has been lost or destroyed. All interested persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at:- THE REGISTRAR OF DEEDS, PRETORIA, Deeds Office Information Section, Corner PRETORIUS & BOSMAN STREETS, Pretoria, within 2 (two) weeks from the date of the publication of this notice. DATED at GEORGE on 22 JULY 2021. APPLICANT, MARAIS LAW INC., Suite 104, 1st Floor, 72 York Street, George, P O Box 1850, George 6530, Tel: 044 884 0409.
----------K7 4/8

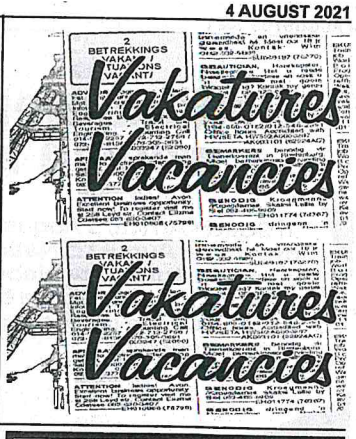
**NOTICE** LOST TITLE DEED. Notice is hereby given in terms of Regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the issue of a certified copy of Deed of Transfer T78038/1996 passed by NATIONALHOUSING BOARD in favour of: GOOLAM HOOSEN ESSOP CAJEE IDENTITY NUMBER: 410821 5043 081 MARRIED ACCORDING TO: ISLAMIC RITES in respect of: ERF 911 SCHWEIZER RENEKE EXTENSION 13 TOWNSHIP REGISTRATION DIVISION H.O., NORTH WEST PROVINCE IN EXTENT 498 (FOUR HUNDRED AND NINETY EIGHT) SQUARE METRES which has been lost or destroyed. All interested persons having objections to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds, Pretoria within two weeks from the date of the publication of this notice. SIGNED AT KLERKSDORP this 30TH day of JULY 3032. (SGD) MOHAMED JASSAT (12990) MOHAMED JASSAT ATTORNEYS. 37 PRES. KRUGER STREET KLERKSDORP, 2571 TEL: 018 462 1122 REF: Mr M JASSAT/RR/C182
----------K9 4/8

**NOTICE** GENERAL NOTICE. In the matter between: Yuza Moses Chabalala (First Applicant) and Eunice Chabalala (Second Applicant) Case No: 1404/21. Kindly take note that Applicants intend to make an application to the High Court, Kimberley on 13 August 2021 at 09h00 or as soon as Applicants' Attorney may be heard for an order in the following terms: 1. That the existing marital property regime between the Applicants, according to which they are married in community of property, will no longer apply to their marriage. 2. That leave is granted to the Applicants to conclude a Pre-nuptial Agreement, as set out in the draft contract to the Applicants' declarations, according to which the Applicants will henceforth be married out of community of property with exclusion of accrual. 3. That the Registrar of Deeds in Vryburg be authorized and ordered to register the Notarial Contract within sixty (60) days after the granting of this Order. 4. That the Order will be subject to the rights of existing creditors. 5. No order to costs is sought, unless this application is opposed, in which case an order to costs will be sought against such party. 6. Further and/or alternative relief. Any interested persons wishing to object to or who have any interest in the proposed amendment, must notify the Registrar of the above mentioned Honourable Court in writing of such and send a copy thereof to Applicants' Attorneys at the address below, and must appear in Court on the day of the hearing of the matter. Further note that the application and the Notarial Contract for the registration for which leave is sought from the Court is available for inspection at the Office of the Registrar of the above mentioned Honourable Court and at the office of the Applicants' attorneys at the address below. Name and address of Applicants' Attorney: VAN ZYL & GROENEWALD ATTORNEYS. c/o Van Wall Incorporated. DS Corns Office Park. 69 Memorial Road KIMBERLEY, 8300 Email: rene@vanwall.co.za (Reference: H05867) Telephone: 053 8302900 Reference: GROENEWALD/EC0223
----------K10 4/8

**NOTICE** PUBLIC NOTICE. APPLICATION FOR AN ENVIRONMENTAL AUTHORIZATION FOR THE PROPOSED ACTIVITIES. Notice is given for the following application: 1) Environmental authorization application for prospecting. • Proponent: The applicant is M.W. Koekemoer • Ref. no: NW30/5/1/1/2/13138PR •Property description: The proposed prospecting area is over Remaining extent of Portion 4 (Portion of Portion 3) of the farm Kameelboom 150 HO and a certain Portion of Portion 12 (Portion of Portion 6) of the farm Kameelbult 162 HO, situated in the Wolmaranstad district. The total extent of the prospecting area is 339.1576 hectares. (21 SG digital code: T0HO00000000015000004 & T0HO00000000016200012; • Location: The property is situated ±25km north-west of Wolmaranstad. •Project description: The purpose of the application is to obtain the required authorisation from the Department to successfully: undertake geological surveys, test pits and bulk sampling.• Process of Scoping is followed • Activity applied for: the following activities as listed in terms of NEMA (Act No. 107 of 1998) as amended and EIA Regulations, 2014 was applied for under Activity 19 - Listing Notice 2 - GNR325; Activity 20 -Listing Notice 1 - GNR327 and Activity 27 and Listing 1 - GNR327 of 2014 • Minerals applied for: Diamonds Alluvial • Date submitted: 13 May 2021 • Stakeholder involvement: Stakeholders are invited to register as interested and affected parties and to participate in the application process by identifying issues of concern and suggestions for consideration in the Scoping Report. I&AP's can contact Dera Environmental Consultants for any further information required. Please submit your written comments by mail, fax or e-mail in this 30 day of this notice to: Mr Daan Erasmus of DERA Environmental Consultants, PO Box 6499, Flamwood, 2572, E-mail: daane@dera.co.za, Tel: 018 468 5355, Fax: 018 011 3760, Cell: 082 895 3516. • Date of advertisement: Wednesday 4 August 2021 • Public meeting: Friday 6 August 2021 on site - coordinates: LAT -27.071589 LONG 25.798962 • Time: 09H00.
----------K11 4/8

**NOTICE** PUBLIC NOTICE. APPLICATION FOR AN ENVIRONMENTAL AUTHORIZATION FOR THE PROPOSED ACTIVITIES. Notice is given for the following application: 1) Environmental authorization application for prospecting. • Proponent: The applicant is Kridyn Boerdery (Pty) Ltd. • Ref. no: NW30/5/1/1/2/13123PR •Property description: The proposed prospecting area is over Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, situated in the Christiana district. The total extent of the prospecting area is 3886.8184 hectares. (21 SG digital code: T0HO00000000026000002; T0HO00000000026300002; T0HO00000000026300003; T0HO00000000026400001; T0HO00000000026400002; T0HO00000000026400003; T0HO00000000027400004; T0HO00000000027500000; T0HO00000000027500001; T0HO00000000027500002 • Location: The property is situated ±35km north of Christiana. •Project description: The purpose of the application is to obtain the required authorisation from the Department to successfully: undertake geological surveys, test pits and bulk sampling.• Process of Scoping is followed • Activity applied for: the following activities as listed in terms of NEMA (Act No. 107 of 1998) as amended and EIA Regulations, 2014 was applied for under Activity 19 - Listing Notice 2 - GNR325; Activity 20 - Listing Notice 1 - GNR327 and Activity 27 and Listing 1 - GNR327 of 2014 • Minerals applied for: Diamonds Alluvial • Date submitted: 15 April 2021 • Stakeholder involvement: Stakeholders are invited to register as interested and affected parties and to participate in the application process by identifying issues of concern and suggestions for consideration in the Scoping Report. I&AP's can contact Dera Environmental Consultants for any further information required. Please submit your written comments by mail, fax or e-mail in this 30 day of this notice to: Mr Daan Erasmus of DERA Environmental Consultants, PO Box 6499, Flamwood, 2572, E-mail: daane@dera.co.za, Tel: 018 468 5355, Fax: 018 011 3760, Cell: 082 895 3516. • Date of advertisement: Wednesday 4 August 2021 • Public meeting: Friday 6 August 2021 on site - coordinates: LAT -27.591896 LONG 25.225210 • Time: 11H00.
----------K12 4/8






## VAKATURE – BOEKHOUDSTER TOT PROEFBALANS

Netjiese, energieke en dinamiese persone, ten volle tweetalig en wat oor goeie kommunikasievermoëns beskik word uitgenooi om aansoek te doen vir bogemelde pos.

**PLIGTE EN VERANTWOORDELIKHEDE:**
Die suksesvolle applikant sal onder meer verantwoordelik wees vir die uitvoering van werkaktiwiteite ten einde seker te maak van doeltreffende fakturering op 'n daaglikse basis, invoering en verwerking van data, telefoonoproepe, bestellings neem, debiteure invorderings en liasering asook die hantering van die kleinkas en kontant, HR en ander algemene administratiewe pligte.

**DIE SUKSESVOLLE KANDIDAAT SAL OOR DIE VOLGENDE VAARDIGHEDE BESKIK:**
Minimum Graad 12 met Rekeningkunde
Rekenaargeletterd 'n vereiste (MS Word, MS Excel en ander programme sal voordelig wees)
Analitiese en besluitnemingsvaardighede
Syfervaardig

**SALARIS ONDERHANDELBAAR NA GELANG VAN ONDERVINDING**
**SLUITINGSDATUM VIR AANSOEKE: 20 AUGUSTUS 2021**
Indien aansoekers geen terugvoer ontvang het 2 weke na die sluitingsdatum nie, kan hul aansoek as onsuksesvol beskou word.

**ALLE AANSOEKE MOET ASSEBLIEF GESTUUR WORD NA:**
**FAKS: 0866 847 093 of**
**EPOS: vacancy.ts06@gmail.com**

## Tshiamelo Independent Education Center

**Developing children to their best potential.**

The above mentioned school is seeking dynamic, self-motivated, creative orientated and "out of the box thinking" and a passion to impart knowledge to children, candidates for the following posts:

Post: Grade 3 Facilitator

Qualification: B. Ed or equivalent Degree or Diploma or studying towards a qualification; SACE Certified is mandatory (Temporary SACE will be accepted)

Post: Intermediate Phase facilitator (Mathematics as main focus)

Qualification: B. Ed or equivalent Degree or Diploma or studying towards a qualification; SACE Certified is mandatory (Temporally SACE will be accepted)

Interested candidates should send their CV with copies of qualifications and an application letter to clairephutieagae@gmail.com. Direct the application to The Director, Tshiamelo Independent Education Center

For any queries kindly contact
Ms Claire Phutieagae -Top 066 255 5815
Closing date for applications is 11 August 2021

ONLY SELECTED CANDIDATES WILL BE CALLED FOR AN INTERVIEW

**AGENDA OF PUBLIC MEETING**
**KRIDYN BOERDERY (PTY) LTD**

**Prospecting Right over Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO**

**Venue: The farm coordinates: lat: -27.591896 long: 25.225210**
**Date: Friday 6 August 2021**
**Time:11H00**

1. Welcome
2. Background of proposed Prospecting Right
3. Open discussion on impacts and mitigation measures
4. Closure

**ATTENDANCE REGISTER OF PUBLIC MEETING**

| | Name | Capacity: | Cell No. | e-mail address | Signature |
|---|---|---|---|---|---|
| 1 | Daan Erasmus | DERA Enviornmental Consultants | 0828953516 | daane@dera.co.za | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

**Comments:** .....
.....

Date: 6 August 2021 Signature: ..

## SITE NOTICE

## APPLICATION FOR AN ENVIRONMENTAL AUTHORIZATION FOR THE PROPOSED ACTIVITIES.

Notice is given for the following application:

1) Environmental authorization application for prospecting.

- **Proponent:** The applicant is Kridyn Boerdery (Pty) Ltd.
- **Ref. no:** NW30/5/1/1/2/13123PR

**Property description:** The proposed prospecting area is over Portion 2 of the farm Paardenpan 260 HO, Remaining extent of Portion 2 & Portion 3 of the farm Klipfontein 263 HO, Remaining extent of Portion 1, Portion 2 & Portion 3 of the farm Vaalboschhoek 264 HO, Portion 4 of the farm Republiek 274 HO, Remaining extent, Portion 1 & Portion 2 of the farm Honi-Soit-Qui-Maly-Y-Pense 275 HO, situated in the Christiana district. The total extent of the prospecting area is 3886.8184 hectares. (21 SG digital code: T0HO00000000026000002; T0HO00000000026300002; T0HO00000000026300003 T0HO00000000026400001; T0HO00000000026400002; T0HO00000000026400003 T0HO00000000027400004; T0HO00000000027500000; T0HO00000000027500001 T0HO00000000027500002

- **Location:** The property is situated ±35 km north of Christiana.
- **Project description:** The purpose of the application is to obtain the required authorisation from the Department to successfully: undertake geological surveys, test pits and bulk sampling.
- **Process of Scoping is followed**
- **Activity applied for:** the following activities as listed in terms of NEMA (Act No. 107 of 1998) as amended and EIA Regulations, 2014 was applied for under Activity 19 - Listing Notice 2 – GNR325; Activity 20 - Listing Notice 1 – GNR327 and Activity 27 and Listing 1 – GNR327 of 2014
- **Minerals applied for:** Diamonds Alluvial
- **Date submitted:** 15 April 2021
- **Stakeholder involvement:** Stakeholders are invited to register as interested and affected parties and to participate in the application process by identifying issues of concern and suggestions for consideration in the Scoping Report. I&AP's can contact Dera Environmental Consultants for any further information required. Please submit your written comments by mail, fax or e-mail in this 30 day of this notice to:

Mr. Daan Erasmus of DERA Environmental Consultants
PO Box 6499
Flamwood
2572
E-mail: daane@dera.co.za
Tel: 018 468 5355
Fax: 018 011 3760
Cell: 082 895 3516;

- **Date of advertisement**: Wednesday 4 August 2021
- **Public meeting**: Friday 6 August 2021 on site – coordinates: LAT -27.591896 LONG 25.225210
- **Time:** 11H00