



Upcoming Auction in *Bot River...*

WEB REF: RL5659 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Auction in *Bot River...*

WEB REF: RL5659 | POA

Auction Date:	Friday 14 March 2025 @ 11:00
View:	By appointment only
Venue:	On Site
Web Ref:	Click here
Auctioneer:	Appie Maritz

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

Tel : +27 (0)41 581 1744
Email : info@homeandhectare.com

WWW.HOMEANDHECTARE.COM

43B, 6th Avenue Walmer, Port Elizabeth, Eastern Cape, 6001
61 Grahamstown Rd, North End, Port Elizabeth 6001 | PO Box 2002, North End 6056
Company Registration No: 1967/004920/07. Registered with PPRA | Active Trust Account

Farm for Sale in *Bot River*...

FARM FOR SALE AS GOING CONCERN – 871 HA

Well-developed, water-rich mixed-use farm, complete with 81 HA of registered water rights, dams, rivers, and boreholes.

The farm boasts a diverse range of agricultural activities, including 30 HA of deciduous fruit orchards with modern cultivars, primarily for the export market: 19.7 HA of apples, 7.81 HA of pears, and 3.48 HA of peaches.

Additionally, there are 252 HA of high-quality grain lands, currently leased and producing a steady income. Good grazing for livestock.

The farm features a stunning landscape, with 520 HA of untouched natural vegetation, part of the Groenland Conservancy and abundant birdlife. There is potential for developing guest cottages.

The Bot River and Paardevlei River both flow through the property and it comes with excellent infrastructure, including a main house, sheds, stores and labourers' cottages.

The farm is located in a secure area, within an hour's drive of Hermanus, Franschhoek, Hemel en Aarde, and Cape Town International Airport. It enjoys excellent weather conditions with a moderate climate and good annual rainfall.

The farm is being sold as a going concern, complete with all necessary equipment and a dedicated staff.

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Property Description in *Bot River*...

WEB REF: RL5659 | POA

Registered Owner:

Registration No:

Title Deed Description:

Extent:

Extent:

Total Extent:

Export Compliance:

THE TRUSTEES FOR THE TIME BEING OF MCL TRUST
IT 778/2010

1. REMAINDER OF PORTION 2 OF THE FARM
WELGEMOED NO. 113, THEEWATERSKLOOF
MUNICIPALLITY, CALEDON, WESTERN CAPE PROVINCE.
313.141 HA

2. PORTION 1 (PAARDEKRAAL) OF THE FARM PAARDE
VLEY NO. 276, THEEWATERSKLOOF MUNICIPALITY,
CALEDON, WESTERN CAPE PROVINCE.
558.1355 HA

871.2769 HA

Welgemoed farm has been audited and is compliant to –
GLOBALG.A.P, SIZA AUDIT and NSF requirements

VRYWARING: Nieteenstaande alle redelike voorsorg getref vir die verkryging van die korrekte inligting, waarborg nóg Home and Hectare (PTY) LTD, nóg enige van sy filiale of REFante maatskappye, nóg die Verkopers, die korrektheid van die inligting, en sal geeneen van die voorafgenoemde aanspreeklik gehou word vir enige direkte skade of verlies, van welke aard ookal, gely deur enige persoon as gevolg van foute of weglatings in die inligting verskaf nie, hetsy toe te skryf aan die nalatigheid of andersins van Home and Hectare (PTY) LTD, sy filiale of REFante maatskappye, die Verkopers, of enige ander persoon.

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Eerstehoop

Eerstehoop-Windan

Date created: 2024/10/11

0.0 0.30 0.60 0.90 1.2 1.5 km



Western Cape
Government
FOR YOU

Get
in touch...

WEB REF: RL5659 | POA

Appie Maritz

082 825 3895

appie.maritz@homeandhectare.com

Albie Loubser

082 573 9902

albie.loubser@homeandhectare.com

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ORCHARD REPORT 2021

BLOCK	VARIETY	ROOTSTOCK	HECTARE	YEAR PLANTED	TREES
A1	Brookfield Gala	M 793	0,43	2001	619
A2	Ruby Gala	M 793	0,43	2001	692
A3-6	Granny Smith	M 793	2,70	1999	2826
A7	Big Bucks	M7	0,27	2018	420
AA	Brookfield Gala	M 793	0,77	2010	1335
B	Granny Smith	S	0,33	1992	261
B1	Sundowner	M 109	0,38	2017	556
B2	Cheeky	BA 29	0,52	2018	779
	Abate Fetel	BA 29	0,05	2018	152
B3 (A)	Big Bucks	M 109	0,13	2018	123
B3 (B)	Big Bucks	M7	0,37	2019	671
	Granny Smith	M7	0,05	2019	99
C	Royal Gala	M 793	1,89	1993	2748
D	Pink Lady	M 25	2,07	1997	3011
DD	Panorama Golden	M 793	1,02	2010	1488
	Louterwater Granny Smith	M 793	0,10	2010	142
E	Pink Lady	M 25	2,19	1996	2604
F	Packham Triumph	BP 1	1,4	2020	2250
	Rosemary	BP 1		2020	280
G	Abata Fetel	BP 1	1,43	1995	2071
	Rosemary	BP 1		1995	
H1	Fuji	M 793	0,53	2011	1060
H2	Cheeky	BA 29	0,57	2011	860
H3	Abata Fetel	BA 29	0,85	2011	1470
H4	Cheeky	BA 29	0,12	2011	253
I	Packham Triumph	BA 29	0,59	2011	842
J1	Forelle	BA 29	1,02	2011	1647
J2	Packham Triumph	BA 29	0,94	2011	1538
J3	Forelle	BA 29	0,32	2011	588
K	Granny Smith	CG 778	0,09	2021	200
	Granny Smith	M 7	0,02	2021	50
	Fuji Royal	CG 778	0,74	2021	1600
	Fuji Royal	MM 109	0,14	2021	310
K1	Fuji	M 793	0,72	2011	1281
	Granny Smith	M 793	0,08	2011	139
K2	Panorama Golden	M 793	0,25	2010	424
	Louterwater Granny Smith	M 793	0,01	2011	9
L	Panorama Golden	M 793	0,38	2012	554
	Louterwater Granny Smith	M 793	0,12	2012	178
M	Sundowner	M 109	0,73	2013	893
	Granny Smith	M 109	0,36	2014	442
N	Sundowner	M 109	1,61	2013	2093
	Granny Smith	M 109	0,55	2014	716
N1	Big Bucks	MM109	0,24	2018	380
P1	Keisie / Kakamas		1,27	2015	1530
P2	Sandvliet / Kakamas		1,24	2015	1538
P3	Keisie / Kakamas		0,97	2018	1246

PRODUCTION RECORDS

Orchard	Variety	Plant Year	Area	Yield T/Ha TAD	Yield T/Ha EFJ	Yield T/Ha TOTAL	% Packed	Inc/Ha TAD	Inc/Ha EFJ	Inc/Ha OTH	Inc/Ha TOTAL	Inc/Ha ORCHARD	Avg Bin Mass
A1	RG	2001	0.43	46.75	17.31	64.06	101.27	101,037.63	29,432.30	0.00	130,469.93	130,469.93	372.23
A2	RG	2001	0.43	55.40	21.64	77.04	67.51	124,091.12	36,790.38	0.00	160,881.49	160,881.49	372.23
A3TOT6	GS	1999	2.70	42.68	16.09	58.77	89.25	144,312.24	27,358.12	0.00	171,670.37	171,670.37	387.24
AA	RG	2010	0.77	52.97	13.96	66.93	101.27	106,732.50	23,740.03	0.00	130,472.52	130,472.52	372.23
B	GS	1992	0.33	25.51	13.91	39.42	100.00	87,401.92	23,651.67	0.00	111,053.59	111,053.59	387.24
B1	SW	2017	0.38	14.04	2.01	16.04	0.00	78,268.13	3,409.04	0.00	81,677.16	81,677.16	380.01
C	RG	1993	1.89	26.42	12.42	38.84	101.27	97,644.35	21,115.49	0.00	118,759.85	118,759.85	372.23
D	PL	1997	2.07	53.01	41.71	94.73	99.60	153,680.88	70,915.35	0.00	224,596.24	224,596.24	360.49
DD	GS	2010	0.10	15.89	7.94	23.83	100.00	86,041.85	13,503.69	0.00	99,545.54	202,464.13	387.24
DD	PG	2010	1.02	40.00	8.89	48.89	100.00	197,167.33	15,110.55	0.00	212,277.89	202,464.13	378.69
E	PL	1996	2.19	31.84	48.01	79.85	99.60	92,307.00	81,616.76	0.00	173,923.75	173,923.75	360.49
G	AF	1995	1.30	40.01	10.94	50.96	86.87	68,364.00	18,604.84	0.00	86,968.84	107,029.36	444.60
G	RM	1995	0.12	82.43	0.00	82.43	100.00	324,351.67	0.00	0.00	324,351.67	107,029.36	494.55
H1	FU	2011	0.53	17.89	8.62	26.51	100.00	56,462.06	14,646.75	0.00	71,108.81	71,108.81	351.26
H2	CK	2011	0.57	34.47	11.49	45.95	100.00	209,578.42	19,530.50	0.00	229,108.92	229,108.92	436.56
H3	AF	2011	0.85	42.56	9.98	52.55	86.87	72,719.06	16,972.71	0.00	89,691.77	89,691.77	444.60
H4	CK	2011	0.12	31.66	10.55	42.21	100.00	192,521.68	17,940.99	0.00	210,462.67	210,462.67	436.56
I	PT	2011	0.59	37.28	7.31	44.59	100.00	113,666.46	12,426.82	0.00	126,093.29	126,093.29	434.21
J1	FE	2011	1.02	50.64	41.23	91.88	100.00	232,100.40	70,095.89	0.00	302,196.29	302,196.29	457.15
J2	PT	2011	0.94	43.88	8.78	52.66	100.00	133,796.38	14,920.12	0.00	148,716.50	148,716.50	434.21
J3	FE	2011	0.32	42.46	49.54	92.00	100.00	191,670.28	84,211.31	0.00	275,881.59	275,881.59	457.15
K1	FU	2011	0.72	41.49	17.08	58.57	100.00	120,357.97	29,039.58	0.00	149,397.55	149,581.47	351.26
K1	GS	2011	0.08	34.75	19.86	54.61	89.25	117,519.23	33,759.22	0.00	151,278.45	149,581.47	387.24
K2	PG	2010	0.25	31.43	17.96	49.39	100.00	135,938.06	30,534.66	0.00	166,472.73	166,472.73	378.69
L	GS	2012	0.12	15.87	3.17	19.04	100.00	85,953.69	5,395.94	0.00	91,349.63	204,561.92	387.24
L	PG	2012	0.38	47.09	22.04	69.13	100.00	203,633.10	37,468.24	0.00	241,101.34	204,561.92	378.69
M	GS	2013	0.36	28.92	16.07	44.99	89.25	97,804.98	27,315.55	0.00	125,120.53	184,767.89	387.24
M	SW	2013	0.73	35.89	8.32	44.22	0.00	200,135.89	14,149.48	0.00	214,285.37	184,767.89	380.01
N	GS	2013	0.55	68.07	24.56	92.63	89.25	230,194.82	41,755.47	0.00	271,950.29	239,328.18	387.24
N	SW	2013	1.61	37.69	10.60	48.29	0.00	210,149.27	18,020.42	0.00	228,169.69	239,328.18	380.01
N1	BU	2018	0.24	13.71	0.00	13.71	100.00	46,621.88	0.00	0.00	46,621.88	46,621.88	365.56

Project no: 2021_08-4459
Phase A VO3
GEOSS South Africa (Pty) Ltd
17 May 2023

Garry Southern
MCL Trust
Welgemoed Farm, Van der Stel Pass
garrysouthern@gmail.com

Dear Mr. Southern,

**Water Uses authorized by the Water Use Licence, No. 02/G40E/AB/12830, for MCL Trust,
Portion 2 of Farm Welgemoed 113, and Portion 1 of Farm Paarde Vley 276.**

The content of this letter provides a concise overview of the Licence and does not replace the original Licence document. This summary should be read in conjunction with the complete Licence and existing lawful use authorization certificates.

The Licence authorizes MCL Trust, for the water use in terms of section 21 (a) and (b) of the National Water Act, 1998 (Act 36 of 1998). The water use activities include the abstraction of groundwater from three (3) boreholes, and storing of water in two (2) off-channel dams for irrigation use.

Existing Lawful Use (ELU) for the properties in terms of section 21 (a) and (b) include the taking of water from surface water sources and storing of water in two (2) dams.

General:

- The Licence application submitted to the Department of Water and Sanitation (DWS) on 13 December 2022 was approved on 22 March 2023. The Licence is valid for a period of 10 years.
- The Licence is reviewed every 2 to 5 years and an application for the renewal of the Licence can be submitted within 1 year before its expiry date.
- The Licence supersedes any previous water use entitlements to abstract groundwater in respect of the properties.
- Several conditions have been brought to the Breede-Olifants Catchment Management Agency's (BOCMA) attention and an application for amendment can be submitted at any time. Approval of amendment requests is not guaranteed.
- The compliance conditions regarding reporting, auditing, and monitoring are fairly standard for a water use licence.

Water Uses authorized:

	Water use	Lawfulness	Water use description	Source	Volume of water taken (m ³ /annum) / stored (m ³)
Paarde Vley 1/276	21(a)	ELU	Abstraction from surface water source	Surface water	4 622
		Licence	Abstraction from borehole Tarentaal_BH	Groundwater	108 240
	21 (b)	ELU	Storage of water on the Tarentaal storage dam	-	10 867
		Licence	Storage of water on the Onion Shed off-channel storage dam	-	5 100
		Licence	Storage of water on the Jakkalsnek off-channel storage dam	-	27 000
Welgemoed 2/113	21 (a)	ELU	Abstraction from surface water source	Surface water	109 000
		ELU	Abstraction from surface water source	Surface water	3 000
		Licence	Abstraction from borehole Orchard_BH	Groundwater	109 005 (Including 16 498 m ³ /a ELU)
		Licence	Abstraction from borehole River_BH	Groundwater	372 280
	21 (b)	ELU	Storage of water on the Staff storage dam	-	10 000

Auditing:

- Compliance with the conditions of the Licence is assessed through annual internal audits and biennial external audits.

Monitoring:

- A monitoring program document needs to be compiled and submitted to BOCMA.
- Specially designed monitoring points (piezometers) need to be installed between the production boreholes and the Bot River.
- Monthly measurements of water levels and abstracted volumes (both production and monitoring boreholes) need to be recorded and included in bi-annual monitoring reports.

Transformation/Equity/Redress:

- The water use authorized by the Licence must be exercised in terms of the Profit Share Proposal.
- Audited financial statements need to be submitted annually to BOCMA.

Yours sincerely,

Albie Charles
Hydrogeologist
www.geoss.co.za



Knowledge grows

Klient: Gary Southern - W. J. Jemoed

Plaas Nr: 6758

Adres: Villiersdorp
6848

Agent: Jaco Smith

Landboukundige: Karen Rabie

Pr.Sci.Nat. 400069/05

Soil Analysis / Grondontledings

Batch No 868 Aanbeveelingsjaar

Labno	Sample	Name Kultivar	C%	%GF %Klip	Depth cm	Text	Klei	Silk	Sand	Ohms	pH KCl	H+	P Bray ¹	K mg/kg	Ca mg/kg	Mg mg/kg	Na mg/kg	S	T Val	K %	Ca %	Mg %	Na %	Acid Suur	Trace elements dpm			
11	1	A1-BO BROOKFIELD GALA	0.8	0	30	LnSa				2550	6.6	0.00	50	27	809	137	49		5	1	74	21	4	0%				
12	2	A2 ROYAL BEAUT	1.1	0	30	LnSa				799	6.3	0.00	42	59	887	249	117		7	2	62	29	7	0%				
13	3	A3-6(ONDER) GRANNY SMITH	0.8	0	30	LnSa				5752	6.7	0.00	34	19	334	70	10		2	2	71	25	2	0%				
14	4	B GRANNY SMITH	0.8	0	30	LnSa				3519	6.4	0.00	41	81	660	142	21		5	4	69	25	2	0%				
15	5	B1 SUNDOWNER	1.4	0	30	Sa				1819	6.1	0.00	28	48	853	110	59		6	2	77	16	5	0%				
16	6	C ROYAL GALA	1.1	0	30	Sa				1606	6.2	0.00	18	38	532	154	69		4	2	62	29	7	0%				
17	7	D PINK LADY	0.5	0	30	Sa				2681	5.5	0.43	30	20	234	69	49		2	2	48	23	9	18%				
18	8	E PINK LADY	1.0	0	30	Sa				1141	6.2	0.00	45	79	678	205	80		6	4	60	30	6	0%				
19	9	G ABATE FETEL	1.3	0	30	Sa				2869	6.2	0.00	28	38	788	170	41		6	2	70	25	3	0%				

Labref.	Sample	Name	C%	%GF Depth/ cm	Text	Klei	Silk	Sand	Ohms	pH KCl	H+	P Bray1		K	Ca	Mg	Na	S	T Val	K %	Ca %	Mg %	Na %	Acid Suur	Trace elements dpm			
												Olsen	Me												Me	Me	Me	Cu
20	10	H1 FUJI	1.2	30	Sa				2294	7.0	0.00	37		36	1622	124	51		9	1	86	11	2	0%				
21	11	H2 CHEEKY	2.7	30	LmSa				1263	6.1	0.00	45		152	1895	226	51		12	3	79	16	2	0%				
22	12	H3 ABATE FETEL	1.1	30	LmSa				2752	5.1	0.63	3		30	406	82	45		4	2	56	19	5	17%				
23	13	I PACKHAMS TRIUMPH	1.2	30	SaKlIm				738	5.3	0.57	25		107	617	253	111		6	4	48	32	7	9%				
24	14	J1 FORELLE	0.8	30	SaKlIm				2727	5.2	0.62	35		116	727	108	20		6	5	66	16	2	11%				
25	15	J2 PACKHAM'S TRIUMPH	0.9	30	SaKlIm				1218	5.1	0.74	15		137	757	179	58		7	5	57	22	4	11%				
26	16	J3 FORELLE	1.2	30	SaKlIm				1003	5.7	0.00	20		165	1022	175	65		7	6	70	20	4	0%				
27	17	K1 FUJI	1.6	30	SaKlIm				1118	6.6	0.00	12		159	1770	317	58		12	3	73	22	2	0%				
28	18	K2 PANORAMA GOLDEN	0.8	30	LmSa				4497	6.3	0.00	36		16	529	56	14		3	1	82	14	2	0%				
29	19	L PANORAMA GOLDEN	0.5	30	SaKlIm				1662	5.8	0.00	5		99	617	162	49		5	5	63	27	4	0%				
30	20	M SUNDOWNER	2.5	30	LmSa				1080	5.5	0.69	22		97	1079	370	79		10	3	55	31	4	7%				
31	21	N SUNDOWNER	1.2	30	SaKlIm				1671	5.8	0.00	3		64	872	184	59		6	3	69	24	4	0%				
32	22	N1 BIG BUCKS	1.3	30	SaKlIm				667	5.6	0.00	3		138	557	357	113		7	5	42	45	7	0%				
33	23	P1 KEISIE	1.5	30	SaKlIm				1699	5.7	0.00	12		132	941	136	38		6	5	74	18	3	0%				
34	24	P2 SANDVLIEDT	1.8	30	SaKlIm				999	5.6	0.00	14		105	903	179	83		7	4	68	22	5	0%				
35	25	P3 KEISIE	1.6	30	SaKlIm				440	5.7	0.00	8		136	765	367	169		8	4	48	38	9	0%				

Labref.	Sample	Name	C%	%GF Depth/ cm	Text	Klei	Silk	Sand	Ohms	pH KCl	H+	P Bray1		K	Ca		Mg		Na	S	T Val	K %	Ca %	Mg %	Na %	Acid Suur	Trace elements dpm			
												Olsen			Me	Me	Me	Me									Me	Me	Cu	Zn
36	26	DD PANORAMA GOLDEN	0.6	30	Sa				6313	6.8	0.00	62		14	761	61	25		4		1	85	11	2	0%					
				0										0.0	3.8	0.5	0.1													
37	27	AA BROOKFIELD GALA	1.4	30	Sa				2253	6.9	0.00	86		110	1070	176	30		7		4	74	20	2	0%					
				0										0.3	5.4	1.4	0.1													
38	28	H4 CHEEKY	1.2	30	Sa				3083	5.3	0.55	10		39	376	102	38		4		3	53	24	5	16%					
				0										0.1	1.9	0.8	0.2													

AUCTION RULES and CONDITIONS OF SALE (AGRICULTURAL LAND)
after signing by the Purchaser and Seller, a purchase agreement will be set

PLACE OF AUCTION: ON SITE
DATE OF AUCTION: FRIDAY 14 MARCH 2025
TIME OF AUCTION: 11H00

HOME AND HECTARE (PTY) LTD

Represented by: APPIE MARITZ
(the "AUCTIONEER")

duly instructed by

THE TRUSTEES FOR THE TIME BEING OF MCL TRUST
REGISTRATION NO: IT 778/2010
(the "SELLER")

Hereby offers for sale by public auction the following immovable **PROPERTY**:

TITLE DEED DESCRIPTION:

1. REMAINDER OF PORTION 2 OF THE FARM WELGEMOED NO. 113, THEEWATERSKLOOF MUNICIPALITY, CALEDON, WESTERN CAPE PROVINCE.

EXTENT: 313.141 HA

2. PORTION 1 (PAARDEKRAAL) OF THE FARM PAARDE VLEY NO. 276, THEEWATERSKLOOF MUNICIPALITY, CALEDON, WESTERN CAPE PROVINCE.

EXTENT: 558.1355 HA

TOTAL EXTENT: 871.2769 HA

together with all improvements thereon and the entire farming operations being carried on thereon (the "**PROPERTY**") on the following terms and conditions:

1. AUCTION PROCEDURE

- 1.1. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act No 68 of 2008.
- 1.2. When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- 1.3. The above-mentioned property is sold subject to a reserve price.
- 1.4. Registration to bid at the auction:
 - 1.4.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must be in line with the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.

HOME & HECTARE
REAL ESTATE SPECIALISTS

Tel : +27 (0)41 581 1744
Email : info@homeandhectare.com

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

43B, 6th Avenue Walmer, Port Elizabeth, Eastern Cape, 6001
61 Grahamstown Rd, North End, Port Elizabeth 6001 | PO Box 2002, North End 6056
Company Registration No: 1967/004920/07. Registered with PPRA | Active Trust Account

- 1.4.2. A person who attends the auction to bid **on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.4.1 above. Where a person is bidding on behalf of a company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).
- 1.5. The auction shall take place at the date and time as advertised or publicised and will not be postponed or delayed to enable any member or group of the public to partake in the auction.
- 1.6. The bidders' roll and vendor roll will be available for registered **BUYERS** for inspection with written notice and good reason during the normal office hours at the business premises of the **AUCTIONEER**.
- 1.7. All money due to the **SELLER** in terms of the rules of auction and conditions of the auction will be paid in the **SELLER's** lawyers trust account for the benefit of the **SELLER**, or alternatively into a nominated **AUCTIONEER's** trust account.
- 1.8. The **AUCTIONEER** will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of the **PROPERTY** by the **SELLER**.
- 1.9. Should the **AUCTIONEER** become aware of any error on advertising material or any other publication or amendment to these rules of auction, the **AUCTIONEER** will prior to the auction point out such matters and when necessary, amend such errors in the advertisement or publication.
- 1.10. The total cost of advertising and conducting the auction are set out in the seller's mandate.
- 1.11. Every prospective purchaser must read the rules of auction and must not bid unless he or she has done so. Should a prospective purchaser that is registered bid at the auction it would be assumed that the purchaser has read the rules of auction.
- 1.12. Every bid shall constitute an offer to purchase the **PROPERTY** for the amount bid upon the terms and conditions contained herein, which the **SELLER** or the **AUCTIONEER** may accept or reject in their absolute discretion. The **SELLER** shall be entitled, in its absolute discretion, to withdraw the **PROPERTY** from sale prior to acceptance by the **SELLER**.
- 1.13. If no bid equals or exceeds the reserve price, the **PROPERTY** may be withdrawn from the auction. The **SELLER** shall be entitled to instruct the **AUCTIONEER** to accept any lower bid.
- 1.14. In the event of any dispute arising between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
- 1.15. The **AUCTIONEER** shall be entitled to correct any errors made by him.
- 1.16. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for the rules of auction, during which time the offer shall be open for acceptance by the **SELLER** or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.17. The highest bidder (the "**PURCHASER**") shall sign the Conditions of Sale immediately on the fall of the hammer.

2. ACCEPTANCE AND CONFIRMATION

- 2.1. The **PURCHASER's** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12H00 on the 19TH OF MARCH 2025**.
- 2.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these conditions of sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. PURCHASE PRICE

The purchase price of the **PROPERTY**, plus Value-Added Tax ("VAT") if applicable, shall be paid as follows:

- 3.1 a deposit of **5 % (FIVE PERCENT)** of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on the fall of the hammer, which amount the **PURCHASER** hereby authorises and instructs the **AUCTIONEER** to pay over to the **SELLER's** attorneys In the case

were a deposit is paid into a nominated trust account of the **AUCTIONEER**, the **PURCHASER** authorise herewith the **AUCTIONEER** to give command that the deposit amount is to be paid over to the **SELLER's** attorneys on request by the **SELLER'S** attorneys.

3.2 The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** and/or the **SELLER's** attorney to invest amounts paid on account of the purchase price in an interest-bearing account, until registration of the **PROPERTY** into the name of the **PURCHASER**, after which the interest shall accrue to the **PURCHASER**.

3.3 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the **SELLER's** attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The aforesaid guarantee shall be presented to the **SELLER's** attorneys within **30 (THIRTY)** days from receipt of a written request to the effect from the **SELLER's** attorneys.

4. VALUE-ADDED TAX/TRANSFER DUTY

In the case where the property is sold as a going concern, the parties hereto agree as follows:

4.1 The purchase price is inclusive of VAT at the rate of zero percent.

4.2 It is recorded that it is the intention of the parties that this transaction be a zero rate VAT transaction in terms of section 11 (1) (e) of the Value-Added Tax Act (the "Act").

4.3 It is recorded that:

4.3.1 the property constitutes an enterprise as defined in the Act and is sold as a going concern that will on the date of transfer be an income earning activity capable of separate operation, and the, and the purchase of the property shall be 'zero rated' in terms of section 11 (1) (e) of the Act;

4.3.2 The assets and all other aspects of the business that are necessary for carrying on the enterprise are sold to the **PURCHASER**.

4.4 The **SELLER** and **PURCHASER** respectively warrant to the other that they will, with effect from the date of registration of this transaction in the deeds office, be registered as vendors in terms of the Act.

4.5 If for any reason VAT is payable on this sale at a rate other than at the zero rate, then the **PURCHASER** agrees and undertakes that the **PURCHASER** will be liable for payment of any such VAT or additional VAT and such VAT will be added to the purchase price and payable on registration of transfer and shall be secured as provided for in clause 3.3 above.

4.6 In the event of VAT being payable on the purchase price as a result of the sale, such VAT shall be payable by the **PURCHASER**, in addition to the purchase price, to the **SELLER's** attorneys immediately on demand.

4.7 In the event that the **SELLER** on date of registration of this transaction in the deeds office is not registered as a dealer in terms of the Act, then the **PURCHASER** shall be liable to pay transfer duty on the purchase price.

4.8 The Transfer Duty will be payable immediately upon demand by the **SELLER's** attorneys.

5. AUCTIONEER'S COMMISSION

5.1. Besides the purchase price, the **PURCHASER** is liable for payment of the **AUCTIONEER's** commission at a rate of **6 % (SIX PERCENT)** plus VAT at the prevailing rate and will be paid over to the **AUCTIONEER**.

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5.2. The commission will be deemed to have been earned and is payable immediately upon the signing of acceptance of the **PURCHASER'S** offer in terms hereof by the **SELLER**.

5.3. The **PURCHASER** shall pay the full amount of **AUCTIONEER's** commission into the nominated account of the **AUCTIONEER** immediately on the fall of the hammer, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** or the **SELLER's** attorneys for the benefit of the **PURCHASER** pending acceptance by the **SELLER** of the **PURCHASER's** offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period as set out in clause 2.1.

5.4. Where the **SELLER** accepts the offer of the **PURCHASER**, the **PURCHASER** authorizes the **AUCTIONEER** and/or the **SELLER's** attorney to immediately pay over the commission earned plus VAT, to the **AUCTIONEER** from the trust account.

5.5. Should the **SELLER** or **PURCHASER** fail to meet their commitments under this agreement, the **AUCTIONEER** shall be entitled to recover such commission from the party responsible for breach of contract. It is hereby recorded that should this sale be cancelled by mutual agreement, the **AUCTIONEER** shall be entitled to the commission under this agreement which shall be jointly and severally payable by the **SELLER** and the **PURCHASER**.

- 5.6. The provisions of the clause 5 are inserted and intended for the benefit of the **AUCTIONEER** who by his signature hereto, accepts such benefit.

6. **OCCUPATION, POSSESSION AND RISK**

- 6.1. Occupation, possession and risk shall pass to the **PURCHASER** on date of registration of the **PROPERTY** in the name of the **PURCHASER**.
- 6.2. If the **PURCHASER** take occupation of the **PROPERTY** before registration of transfer the **PURCHASER** shall be liable to pay occupation rent to the **SELLER**, calculated as set out in Schedule 1 hereto, which amount is payable monthly in advance, on the 1st (first) day of each month from the date of occupation until registration of the **PROPERTY** in the name of the **PURCHASER**, both days inclusive, payable directly to the **SELLER's** attorney (reduced *pro rata* for any period less than a month).
- 6.3. In the case of occupation prior to registration all risks in respect of the **PROPERTY**, buildings and improvement, shall pass to the **PURCHASER**.
- 6.4. From the date of occupation, the **PURCHASER** shall be obliged, at his own expense, to take out comprehensive insurance cover over all improvements on the **PROPERTY** and to cede such policy to the **SELLER** as collateral security until such time as the **PROPERTY** has been transferred into his name.

7. **RATES AND TAXES**

- 7.1 The **SELLER** shall be liable for all rates and taxes and other municipal charges levied on the **PROPERTY** for the period prior to date of possession and the **PURCHASER** shall be liable for all rates and taxes and other municipal charges levied thereafter.
- 7.2 The **PURCHASER** shall refund to the **SELLER** a *pro rata* share of all rates and taxes and services paid in advance by the **SELLER** for the period after the date of possession, which refund shall be paid upon registration of transfer.

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

- 8.1. The **SELLER**, **AUCTIONEER** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the purchase price from the **SELLER**, if he is a non- resident and pay such withheld portion to the South African Revenue Service in terms of Section 53A of the Income Tax Act, (hereinafter referred to as the "Act").
- 8.2. In the event that the South African Revenue Service, furnishes a directive, wherein the **SELLER** is regarded as a Non-Resident for Income Tax purposes;
- 8.1.1 The **PURCHASER** hereby irrevocably instructs the **SELLER's** attorney upon registration of transfer to withhold the prescribed percentage of the purchase price and to pay same to SARS within 14 (fourteen) days of registration of transfer.
- 8.1.2 The **SELLER** shall be entitled to obtain a directive from the South African Revenue Services for the non-withholding or a reduced withholding, of tax, which directive shall be delivered to the conveyancer within 21 (twenty one) days of the date of acceptance of this agreement, failing which the **SELLER** shall be bound by the percentage as determined by the Income Tax Act.

9. **TRANSFER AND COSTS OF TRANSFER**

- 9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total purchase price and all other amounts for which the **PURCHASER** may be liable in terms hereto, have been paid and/or payment thereof has been secured as herein provided.
- 9.2. Transfer of the **PROPERTY** shall be passed by the **SELLER's** attorneys as soon as possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3. Transfer of the **PROPERTY** shall be effected by the **SELLER's** attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, disbursements and VAT (if applicable), in respect of such transfer shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance institution approving the finance.
- 9.4. Registration of transfer of the **PROPERTY** into the name of the **PURCHASER** shall be attended to by the following attorney firm:
- N DERCKSON ATTORNEYS – STELLENBOSCH**

10. EXISTING LEASE AGREEMENTS

- 10.1 The **PROPERTY** is sold subject to all existing leases and vacant possession of the **PROPERTY** is not given or guaranteed.
- 10.2 The **PURCHASER** shall be bound by the terms and conditions of all existing leases, of which he acknowledges his is fully apprised alternatively which he has elected to accept and abide by.
- 10.3 The **PURCHASER** is aware of the provisions of:
- 10.3.1 the "**Restitution of Land Rights Act 22 of 1994**";
 - 10.3.2 the "**Land Reform (Labour Tenants) Act of 1996**";
 - 10.3.3 the "**Extension of Security of Tenure Act 62 of 1997**" (ESTA)

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

11. REPAIRS AND IMPROVEMENTS

- 11.1 Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 11.2 The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 11.3 The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

12. VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 12.1 The **PROPERTY** is sold "voetstoots" and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY** unless requested to do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.
- 12.2 The **PURCHASER** acknowledges that he has not been induced into entering into this agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto by the **AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this agreement.
- 12.3 The **PURCHASER** is aware of the specific information regarding the **PROPERTY** contained in Schedule 1 which was read out by the **AUCTIONEER** prior to the auction.

13. BREACH

- 13.1 If one of the parties commits a breach of this agreement or fails to comply with any of the provisions hereof, then the **aggrieved party** shall be entitled to give the **defaulting party** 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the aggrieved party be reduced to 48 (forty eight hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:
- 13.1.1 To cancel this agreement and upon cancellation: -
 - 13.1.1.1 If the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER'S** commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER'S** consent. The parties specifically agree that the **AUCTIONEER** shall be entitled, but not obliged, to immediately resubmit the **PROPERTY** for auction; and
 - 13.1.1.2 If the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER'S** default; **OR**
 - 13.1.2 To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

- 13.2 Upon cancellation of this agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER's** title or by his permission. Occupation shall be re-delivered to the **SELLER** in the same good condition as at the date of possession, by the **PURCHASER**.
- 13.3 Occupancy of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.
- 13.4 Notwithstanding what is contained herein, should the **PURCHASER** pay any amount as required under these rules of auction, the parties record and agree that the **AUCTIONEER** shall be entitled to first deduct from any such money paid under these rules of auction, **the value of its commission and any direct costs** incurred and recover any shortfall thereon from the **PURCHASER**.
- 13.5 It is recorded further that the deduction by the **AUCTIONEER** of commission due to it under the sale does not absolve the **PURCHASER** from any and all other obligations arising from these rules of auction.

14. **LEGAL COSTS**

The defaulting party shall be liable for all legal costs incurred by the aggrieved party, the **AUCTIONEER** and his agent / attorneys in enforcing the terms of this agreement, on an attorney and own client scale, including collection commission.

15. **ADDRESS / DOMICILIUM**

The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this agreement including all notices and court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof. Any notice will be given in writing, which include any email or telefax.

16. **JOINT AND SEVERAL LIABILITY**

If this agreement is concluded with more than one **PURCHASER**, the liability of all such **PURCHASERS** to the **SELLER** and to the **AUCTIONEER** shall be joint and several in solidum.

17. **INSOLVENCY ACT NO. 24 OF 1936**

The parties agree that notice of the sale of the property, pursuant to this agreement, will not be published by the **SELLER** and the **SELLER** indemnifies the **PURCHASER** against any claims which may be made arising from the said sale not being advertised. The **SELLER** warrants to the **PURCHASER** that if any proceedings of any kind referred to in Section 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due by it to the entity that has instituted such proceedings. The **SELLER** furthermore indemnifies and holds the **PURCHASER** harmless against any losses or damages that the **PURCHASER** may suffer by reason of such proceedings being instituted.

18. **EMPLOYMENT CONTRACTS**

- 18.1. The parties acknowledge and agree they are aware of the contents and effect of Section 197 of the Labour Relations Act, Act 66 of 1995, and specifically its application to this deed of sale.
- 18.2. The parties record that, in accordance with the provisions of Section 197 of the Labour Relations Act 1995, the contracts of employment of each of the employees of the **SELLER** who are employed in respect of the **PROPERTY** on the date of transfer will be transferred to the **PURCHASER**.
- 18.3. The **SELLER** warrants that the list of such employees, the terms of employment applicable to them and all and any claims or entitlements which those employees have arising out of their employment, are contained in Schedule 2 hereto annexed.
- 18.4. For clarity, the **SELLER** guarantees that no employees, other than those listed in Schedule 2, will be in service on the date of transfer of the **PROPERTY** into the name of the **PURCHASER** and the **SELLER** hereby indemnifies and holds the **PURCHASER** blameless against any claim which may be instituted against the **PURCHASER** by the employees not listed in Schedule 2.
- 18.5. In the event that the **PURCHASER**, within a period of 12 (twelve) months from the date of registration of the **PROPERTY** in the name of the **PURCHASER**, dismiss any of the employees listed in Schedule 2 (due to farming operational requirements only) the **SELLER** will be responsible to the **PURCHASER** for the following regarding these severance packages:
- 18.5.1. Any accrued leave in respect of the particular employee based on the effective date of transfer of **PROPERTY** in the name of the **PURCHASER**;
- 18.5.2. The value of the severance package of the specific employee as calculated on the effective date of transfer of the **PROPERTY** in the name of the **PURCHASER**.
- 18.6. Except as provided for in clause 18.5 above, the **PURCHASER** hereby indemnifies and holds the **SELLER** blameless against any claim which may be instituted against the **SELLER** by any of the employees transferred to the **PURCHASER** pursuant to clause 18.2.

or otherwise arising from the dismissal of any of the said employees after the date of transfer, or arising from the failure of the **PURCHASER** to perform any of its obligations relating to the terms and conditions of employment of the said employees.

18.7. Notwithstanding anything to the contrary herein contained the **PURCHASER** shall not be entitled to terminate the services or any employee prior to the registration of transfer of the **PROPERTY**.

18.8. The **SELLER** assumes the responsibility to disclose the contents of this clause 18 to the employees that will be affected by this agreement and to explain its implications to such employees.

19. **SECTION 112 OF THE COMPANIES ACT**

19.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Section 112 of the Companies Act 71 of 2008 ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

19.2. If Section 112 is applicable and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112, within 30 (thirty) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale with the **PURCHASER's** offer to the **SELLER's** attorney.

20. **COMPANY TO BE FORMED**

20.1 In the event of the **PURCHASER** signing this agreement in his capacity as agent for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.

20.2 In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

21. **COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS**

21.1 Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.

21.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs these Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the **PURCHASER's** obligations in terms of these rules of auction and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing these rules of auction by the individual. This provision does not apply to instances contemplated in clause 20.

22. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

22.1 The **SELLER** hereby undertakes to furnish the **SELLER's** attorneys, prior to transfer to the **PURCHASER**, with a certificate of compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such, shall be borne by the **SELLER**.

22.1.1 Upon the **SELLER** furnishing the **SELLER's** attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.

22.2 The **SELLER** warrants that, as at date of occupation or transfer, there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.

22.3 In the event of an electric fence certificate on the property, the **SELLER** shall, in compliance with Section 12(2) of the Electrical Machinery Regulations 2011, provide the **PURCHASER** with an additional Compliance Certificate issued by an accredited authority confirming compliance of the electric fence installation with SANS 60335-2-76.

23. **ALIEN AND INVASIVE SPECIES REGULATIONS**

The **SELLER** acknowledges his obligations in terms of the Alien and Invasive Species Regulations of 2014 to notify the **PURCHASER** of listed invasive species categorised in terms of Chapter 2 of the Regulations and hereby confirm that no such invasive species is present on the **PROPERTY** or alternatively that a list of invasive species will be provided to the **PURCHASER** prior to registration of this transfer.

24. **MAGISTRATES' COURT JURISDICTION**

The parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 28 of the Magistrates' Court Act of 1944 as amended. Notwithstanding the aforementioned, this shall not preclude either party from approaching the High Court of South Africa for any relief sought, this agreement shall further be governed in terms of the laws of the Republic of South Africa.

25. **INTERPRETATION**

In this agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include body corporate.

26. **GENERAL CLAUSES**

26.1 These rules of auction and conditions of sale constitute the whole agreement between the parties as to the subject matter hereof and no agreement, representation or warranty between the parties other than those set out herein are binding on the parties.

26.2 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any party hereto may have given, shall be binding unless recorded in a written document signed by all parties.

26.3 No variation or alteration or cancellation of these conditions of sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the parties hereto.

26.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and vice versa.

26.5 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.

26.6 The **SELLER** and the **PURCHASER** warrants that they are duly authorised to sign acceptance of the Deed of Sale.

ADDITIONAL CONDITIONS

POPI ACT 4 OF 2013

The Seller/s and the Purchaser/s hereby give their consent to the estate agency/ies involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

We hereby give permission to receive Future Real Estate Related Marketing from Home & Hectare:

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE

_____ DAY OF _____ 20____

And sold by the rise for the amount of

R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "**PURCHASER**")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Email) _____

(Cell) _____

TO:

MR/MRS/MS _____

(hereinafter referred to as the "**PURCHASER**")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Email) _____

(Cell) _____

MARITAL STATUS: _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME: _____

SPOUSE'S ID NO: _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ **20** _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

HOME AND HECTARE (PTY) LTD duly authorised (**hereby accepting all the rights conferred upon it in terms of this Agreement**)

ACCEPTANCE AND CONFIRMATION

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ **20** _____

AS WITNESSES:

1.

SELLER (and where applicable the
SELLER is duly authorised)
2.

SELLER'S ADDRESS:

**I hereby certify that the auction rules to the best of my knowledge meet the requirements of
Regulation 21**

AUCTIONEER

AUCTIONEER FULL NAME/S: _____
ADDRESS: _____
CONTACTNUMBER: _____

SCHEDULE 1

SPECIAL CONDITIONS

The sale of this property is subject to the following special conditions:

	YES	NO
1.1 Usufruct		X
1.2 Servitudes	X	
1.3 Water Rights	X	
1.4 Going Concern	X	
1.5 Lease Agreements	X	

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ 20____

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER

DEED OF SURETYSHIP

I / We the undersigned,

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under the Rules of Auction foregoing and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. **I/We do further acknowledge that I/we are fully aware of all the terms and conditions of the Rules of Auction as if fully set out herein.** I/We do accept *domicilium et executandi* at the address hereinafter set out.

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____
SURETY

2. _____
SELLER

HOME AND HECTARE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The CLOSE CORPORATION BUYS the following PROPERTY

from _____

for **R** _____
2.

That _____ in his capacity as Member be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

HELD AT _____ ON _____

RESOLVED THAT:

- 1. The Company BUYS the following PROPERTY

- from _____
- for R _____
- 2. That _____ in his capacity as Director be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Trust BUYS the following PROPERTY

from _____

for R _____
2.

That _____ in his capacity as Trustee be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

TRUSTEE

ANNEXURE A: INVENTORY OF MOVABLE ASSETS

Further inclusions on the Signature Date:

No.:	Description
1	Contents in Barn 1: STOCK (Drape net incl)
2	Contents in Barn 2: FARMING EQUIPMENT (Workshop items) - Upper shed
	<u>Stock</u>
3	Office furniture
	<u>Water receptables</u>
4	7 Geysers @ R12 000 (Workers house & Kompong)
5	Geyser @ Office, Flatlet & Chemical store
	<u>Specified Items</u>
6	Ryobi RG7900K 6800 WATT Generator (s/n: 19100075)
7	7.5kw DL32-40 Pump, Wet end & Motor (S/N:1000-0000)
8	ABC Aqua pump SP230-06 (River)
9	Submersible pump SP400-4-6" (Float) + 15kw 2P
10	3 phase 18,5kw pump & motor (Kloof pump)
11	3 phase 22kw pump & motor (Dam pump)
12	Step Up Power Transformer (S/N: JAT5064)
13	Franklin waterpump, cables and accessories
14	Step Down Power Transformer (S/N: JAT5289)
15	Step Up Power Transformer (S/N: JAT5064)
16	Step down Power Transformer (S/N:JAT5289)
17	Irrigation Equipment (Flow Meters and Reed Switches)
	<i>Electronic Equipment</i>

18	Mecer Procient Micro Desktop with Accessories and Hardware (Coenie)
	<i>Motor Vehicles</i>
	<u>Bakkies and Trucks</u>
19	2010 Isuzu KB250D LwbFleetside A/C - (CL32065) - Comprehensive for Farming Use (Auto code: 280-15-258) - No need to insure canopy
20	2015 Isuzu KB300 D-TEQ LX P/U S/C (CAM38490) - Comprehensive for Farming Use (Auto code: 280-15-423) -
21	Extra: Canopy (R21 500) ; Nudge Bar (R5 500) & Towbar (R5 800)
	<u>Tractors</u>
22	1995 John Deere 1950N - Comprehensive cover
23	2005 John Deere 5315F - Comprehensive cover
24	2005 John Deere 5315F - Comprehensive cover
25	2008 Landini REX 85F Trekker - Comprehensive
26	2016 T3.75 F New Holland tractor (CCD5040) - Comprehensive
27	2016 T3.75 F New Holland tractor (CCD6972) - Comprehensive
28	Kesla 65 CH STAALMEESTER CHIPPER
	<u>Trailors and Sundries</u>
29	2006 Suzuki Qzark 250 Quadrunner - Comprehensive cover / Farm use (Reg no: N/A) - (Auto code: 999-00-201)
	<u>Spray Carts</u>
30	2000 Nobili 1500L - Comprehensive
31	1995 Nobili 500L - Comprehensive
32	1980 Agrico 500L (Weedkiller) - Comprehensive
33	1994 Nobili Backend Supablow Spray cart - Comprehensive
34	2021 RS1500/915 with APS 121 pump - Comprehensive

	<i>GOODS IN TRANSIT</i>
35	6 Bin x 3 bin and 6 x 2 Bin Trailers
36	Magitech Fertilizer spreader not reg or insured
37	Orchard Mower not reg or insured
38	1 Three point grader not reg or insured
39	1 Fire cart not reg or insured
40	1 Grop (plough) not reg or insured
41	2 Tip Trailers not reg or insured
	Total Value of Movable Assets

ANNEXURE B1: EMPLOYEES

NO.	FULL NAMES	DESIGNATION	ID NO.:	GROSS SALARY
	Employees paid per month			
1.	Marlene Francis	Financial Manager	5205050182088	25457
2.	Coenie Groenewald	Farm Manager	7111225011087	33000
	Employees Paid per Fortnight			
3.	Andries Plaatjies	Foreman	7201315199080	4500,00
4.	Petrus Prins	Irrigation	6509165709084	2500,00
5.	Jacques Erasmus	Spray Operator / Forklift / Tractor driver	9204305292087	2500,00
6.	Christalene Theunissen	General Employee	9202110355081	2287,80
7.	Andrew Garnett	Spray Operator / Tractor driver	9303285256086	2500,00
8.	Sharon Cupido	General Employee	9409190359087	2287,80
9.	Andiswa Mgcongolo	General Employee	8506041137082	2287,80
10.	Geraldine Tamboer	General Employee	9605100559084	2287,80
11.	Pieter Plaatjies	Irrigation / Weedkilling	9712075011081	2300,00
12.	Maria Prins	General Employee	9802280223082	2287,80
13.	Appolonia Bulelwa Lepheana	General Employee	8410041073084	2287,80
14.	Hannelie Hartzenberg	General Employee		2287,80
15.	Christiaan Plaatjies	General / Weedkilling	0204185176086	2287,80
16.	Juliana Plaatjies	General Employee	8604110196087	2287,80
17.	Mercia Michelle Rhooode	General Employee	0107130504080	2287,80
18.	Michelle Prins	General Employee	0308220806084	2287,80
19.	Saderick Miesang	General Employee	9411285209086	2287,80
20.	Peter David Plaatjies	General Employee	9305025238084	2287,80

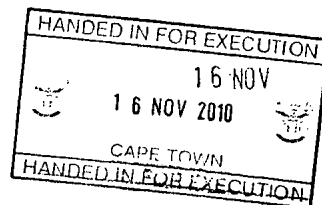
Datum van indiening/Date of lodgement

LODGED

28 OCT 2010

A. VIR AKTEKANTOOR GEBRUIK/FOR DEEDS OFFICE USE

INGEDIEN



Zylw 13854.1
JSS/la

	Onsersokers/Examiners	Kamers/ Rooms	Skakeling/Linking	Rejekt/ Verwerp	Passer/Pass
1.	R. TALIEP 1185		G 2		
2.	I.X. GASHE 1133				
3.					

Besonderhede/Details:

Transfer
Zylwel Trust
mcc Trust

T 062486/10

Skakelina/Linking	Titelaktes, ens. binne/Title deeds, etc. within
6 2	

GELYKTYDIGES/SIMULS

No. in stel/batch	Kode Code	Name van Partye/Names of Parties	Naam van Firma/Name of Firm	Firma No. Firm No.
1.	BC	Seel. 4(i)(b) Zylwel Trust	Wentbman's	12
2.	T	Zylwel Trust mcc Trust	Wentbman's	12
3.	BC	Zylwel Trust m e u Zyl	Wentbman's	12
4.	BC	Zylwel Trust Absa	Wentbman's	12
5.	BC	Zylwel Trust Absa	Wentbman's	12
6.	B	mcc Trust Zylwel Trust	Wentbman's	12
7.				
8.				
9.				
10.				




Werksmans Attorneys
First Floor
211 Main Road
Paarl
7646

FEE
R.1250.00

Prepared by me



CONVEYANCER
VICTOR J

VERBIND MORTGAGED	
VIR FOR R. 9 000 000,00	
B 033759/10	 REGISTRAR/REGISTRAR
17 NOV 2010	

T 062486/10

DEED OF TRANSFER

DATA / CAPTURE
09 DEC 2010
NCAPAI LINDA

BE IT HEREBY MADE KNOWN THAT

JOHAN SALOMON LUBBE

JOHANNES GERHARDUS LOURENS VISAGIE

appeared before me, REGISTRAR OF DEEDS at Cape Town, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at PAARL on 8 OCTOBER 2010 granted to him by

THE TRUSTEES FOR THE TIME BEING OF ZYLWEL TRUST
Registration Number IT2858/1999

DATA / VERIFY
10 DEC 2010
OLIVER YOLAND

And the appearer declared that his said principal had, on 8 October 2010, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

THE TRUSTEES FOR THE TIME BEING OF MCL TRUST
Registration Number IT778/2010

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

1. PORTION 1 (PAARDEKRAAL) OF THE FARM PAARDE VLEY NO. 276
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 558,1355 (FIVE HUNDRED AND FIFTY EIGHT COMMA ONE
THREE FIVE FIVE) HECTARES

FIRST TRANSFERRED and still held by **DEED OF TRANSFER NO.**
T25336/2001 with Diagram S.G. No. 3091/1994 relating thereto.

- A. SUBJECT** to the following relevant conditions as referred to in Deed of Transfer No. T11922/1924.
- B. NOT SUBJECT** to Condition B on Page 2 as contained in Deed of Transfer No. T25336/2001, by virtue of Section 53 of Section 53 of the Mining Title Registration Amendment Act 24 of 2003.
- C. ENTITLED** to the benefit of the rights as set out hereunder and contained in Deed of Transfer No. T11922/1924:

- "(a) That the present and future proprietors of the said land hereby transferred shall have the right to construct a drift through the Bot River traversing the properties transferred to J J Roux, dated this day (24th December 1924) Nos. 11921 and 11924 at any suitable spot on the properties described in the Deeds of Transfer in favour of J J Roux on this day (24th December 1924) Nos. 11920 and 11921 without compensation, and shall have the right to construct a new drift without compensation whenever such Drift in use is washed away.
- (b) That in case the road from the land transferred to C J Roux on this day (24th December 1924) No. 11923 to the land hereby transferred should be washed away or rendered impassable the present and future proprietors of the land hereby transferred shall have the right to construct a new road over those portions of the land described under paragraphs 3, 4, 6, 7, 8 and 9 of the said Deed of Transfer without compensation."



- D. **BY VIRTUE** of Notarial Deed No. K442/1973S dated 19 June 1973 the right to convey Electricity over the herein mentioned property is granted to the Electricity Supply Commission together with the ancillary rights, **SUBJECT** to the conditions as more fully set out in the said Deed and Diagram, a copy of which is attached thereto, the middle line of which servitude is depicted by the line ab on the attached Diagram S.G. No. 3091/1994.
- E. **ENTITLED** to a water furrow servitude of 5 metres wide over the remainder of the Farm Paarde Vley No. 276, In Extent 838,9610 hectares and held by the Transferor by virtue of Deed of Transfer No. T8759/1952 the middle line of which servitude is depicted by the line X Y on Diagram S.G. No. 3091/1994.
- F. **SUBJECT FURTHER** to the right of way servitude of 14 metres wide, the middle line of which servitude depicted by the line p q on said Diagram S.G. No. 3091/1994, in favour of the remainder of the Farm Paarde Vley No. 276, In Extent 838,9610 hectares and held by the Transferor by virtue of Deed of Transfer No. T8759/1952.

**2. REMAINDER PORTION 2 OF THE FARM WELGEMOED NO. 113
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE**

**IN EXTENT: 313,1414 (THREE HUNDRED AND THIRTEEN COMMA
ONE FOUR ONE FOUR) HECTARES**

**FIRST TRANSFERRED by DEED OF TRANSFER NO. T430 dated
22 December 1860 with a Diagram relating thereto and held by DEED OF
TRANSFER NO. T5151/2001**

- A. **SUBJECT** to the conditions as referred to in Deed of Transfer No. T5960/1931.

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

THE TRUSTEES FOR THE TIME BEING OF ZYLWEL TRUST
Registration Number IT2858/1999

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

THE TRUSTEES FOR THE TIME BEING OF MCL TRUST
Registration Number IT778/2010

its Successors in Office or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R14 500 000,00 (FOURTEEN MILLION FIVE HUNDRED THOUSAND RAND).


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

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Cape Town on

17 November 2010


q.q.



In my presence


REGISTRAR OF DEEDS



Werksmans Attorneys
First Floor
211 Main Road
Paarl
7646

Prepared by me

CONVEYANCER
VICTOR J

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

FREDERICK JOHANNES VAN ZYL duly authorised hereto by a
Resolution of **THE TRUSTEES FOR THE TIME BEING OF**
ZYLWEL TRUST
Registration Number **IT2858/1999**
acting in terms of Letters of Authority issued by the Master of the High
Court of South Africa (Western Cape High Court, Cape Town) at Cape
Town on 19 August 1999

do hereby nominate and appoint **JANNEKE VICTOR** and/or **ROELOF**
JOHANNES FEENSTRA and/or **JOHANNES GERHARDUS LOURENS VISAGIE**
and/or **JOHAN SALOMON LUBBE** and/or **HERMANUS ALBERTUS VAN**
NIEKERK and/or **HENDRIK ANDRIES KOTZÉ** and/or **AIDAN KENNY**

with power of substitution to be my true and lawful Attorney and Agent in my
name, place and stead to appear at the Office of the REGISTRAR OF DEEDS at
Cape Town or any other competent official in the Republic of South Africa and
then and there to act as my Attorney and Agent and to pass transfer to:

THE TRUSTEES FOR THE TIME BEING OF MCL TRUST
Registration Number **IT778/2010**

the property described as:

1. **PORTION 1 (PAARDEKRAAL) OF THE FARM PAARDE VLEY NO. 276**
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 558,1355 (FIVE HUNDRED AND FIFTY EIGHT
COMMA ONE THREE FIVE FIVE) HECTARES

HELD BY Deed of Transfer No. T25336/2001

2. **REMAINDER PORTION 2 OF THE FARM WELGEMOED NO. 113
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE**

**IN EXTENT 313,1414 (THREE HUNDRED AND THIRTEEN
COMMA ONE FOUR ONE FOUR) HECTARES**

HELD BY Deed of Transfer No. T5151/2001

the said property having been sold by me on 8 October 2010, to the said transferee/s for the sum of R14 500 000,00 (FOURTEEN MILLION FIVE HUNDRED THOUSAND RAND)

and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

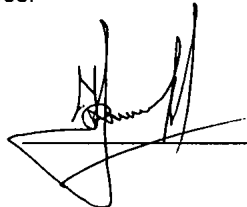
Signed at PAARL on 8 October 2010

in the presence of the undersigned witnesses.

AS WITNESSES :

1. 

2. 


_____



12

Werksmans Attorneys

TD5

TRANSFER DUTY

Receipt or exemption certificate

Transfer Duty Act, 1949 and Value-Added Tax Act, 1991

Part 2

2010 -10- 1 2

Details of seller/transferor

Full name of seller/
transferor

THE TRUSTEES FOR THE TIME BEING OF ZYLWEL TRUST

Identity/Trust/CC/
Company number

Registration Number IT2858/1999

VAT number 416 018 9181

Details of purchaser/transferee

Full name of purchaser/
transferee

THE TRUSTEES FOR THE TIME BEING OF MCL TRUST

Identity/Trust/CC/
Company number

Registration Number IT778/2010

VAT number or income tax
number if not a VAT vendor 407 025 5510

Details of sale transaction

Date of transaction

8 October 2010

Bought by:

Private Treaty ☒

Public Auction

Consideration

R14 500 000,00

Bond granted by

ZYLWEL TRUST

Amount of bond

R9 000 000,00

Description of property
(as per Deeds
Registry)

SEE TD6 ATTACHED FOR ADDITIONAL PROPERTIES

Physical address

Farms Paardekraal & Welgemoed, Caledon Division

Postal code

7230

Property is:

Improved ☒

Unimproved

Nature of property:

☐

Primary residence

☐Other residential
property☐

Small holding

☒

Farm

☐

Commercial building

☐

Industrial building

☐

Other, specify

Calculation of VAT payable

VAT rate

Standard

Zero ☒

1. Payment of the VAT is tendered herewith.....

N/A

2. The output tax will be declared in the VAT201 return for the

N/A

period

N/A

3. The supply is that of a going concern which qualifies for the zero rate

R14 500 000,00

Declaration by Conveyancer/Attorney

I JANNEKE VICTOR (Werksmans Attorneys PAARL)

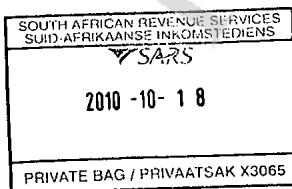
(full name) hereby certify that this is a true copy of the transfer duty

receipt / exemption certificate, drawn from the SARS website (e-filing only).

Signature

Date

RECEIPT/EXEMPTION

VRYGESTEL INGEVOLGE ART. 9 (15)
VAN WET 40 VAN 1949ONTVANGER VAN INKOMSTE WORCESTER
RECEIVER OF REVENUE WORCESTER

18.10.10

**Annexure to transfer duty declarations for
additional sellers, purchasers and properties**
Transfer Duty Act, 1949

TD5 VAT Declaration (Part 1 & 2)

Description of additional properties

- 1 PORTION 1 (PAARDEKRAAL) OF THE FARM PAARDE VLEY NO. 276
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE
- IN EXTENT: 558,1355 (FIVE HUNDRED AND FIFTY EIGHT COMMA ONE THREE FIVE FIVE)
HECTARES
- 2 REMAINDER PORTION 2 OF THE FARM WELGEMOED NO. 113
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE
- IN EXTENT: 313,1414 (THREE HUNDRED AND THIRTEEN COMMA ONE FOUR ONE FOUR)
HECTARES


ONTVANGER VAN INKOMSTE WORCESTER
RECEIVER OF REVENUE WORCESTER

APPLICATION FOR AUTHORITY FOR REGISTRATION OF TRANSFER OF IMMOVABLE PROPERTY IN
TERMS OF SECTION 118(1) OF ACT 32 OF 2000

Authority is hereby requested for the registration of the transfer of the immovable property herein described.

FULL PROPERTY DESCRIPTION:

1. PORTION 1 (PAARDEKRAAL) OF THE FARM PAARDE VLEY NO. 276
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 558,1355 (FIVE HUNDRED AND FIFTY EIGHT COMMA ONE THREE
FIVE FIVE) HECTARES

HELD BY Deed of Transfer T25336/2001

2. REMAINDER PORTION 2 OF THE FARM WELGEMOED NO. 113
IN THE THEEWATERSKLOOF MUNICIPALITY
CALEDON DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 313,1414 (THREE HUNDRED AND THIRTEEN COMMA ONE FOUR ONE
FOUR) HECTARES

HELD BY Deed of Transfer T5151/2001

DATE OF SALE: 8 OCTOBER 2010

TYPE OF TRANSACTION: Private Treaty

SELLING PRICE: R14,500,000.00

CONVEYANCER: Werksmans Incorporating Jan S. de Villiers (JV/dler)
Telephone: (021) 8702240
First Floor, 211 Main Road, Paarl, 7646

TRANSFEROR: The Trustees for the time being of ZYLWEL TRUST
IT2858/1999
Tel. 072 253 0401
P O BOX 131, VILLIERSDORP, 6848,

TRANSFeree: The Trustees for the time being of MCL TRUST
IT778/2010
Tel. 021 871 1050
C/o MR ANVILLE VAN WYK, VAN WYK FOUCHEE ATTORNEYS,
DWARS-IN-DIE-WEG, 281 MAIN STREET, PAARL, 7646

ADDRESS AFTER POSSESSION: C/o MR ANVILLE VAN WYK
VAN WYK FOUCHEE ATTORNEYS
DWARS-IN-DIE-WEG
281 MAIN STREET
PAARL
7646

Signature of Applicant: _____

Date: _____

UTKLARINGSERTEIFKAAT
MUNISIPALITEIT THEEWATERSKLOOF
Magting word hieby ingevoelge artikel 118 van die Wet op
Plaaslike Regering, Munisipale Stelsels, Wet 32 van 2000 verleen
vir die registrasie van die oordrag van die eiendom hierin beskryf.
pp. MUNISIPALE BESTUURDER
Hierdie serifikaat is geldig vir seslig (60) dae vanaf datum van uitreiking
Hierdie magtiging verstryk dus op: 13.12.2010

12.10.2010
DATUM

MUNISIPALITEIT
THEEWATERSKLOOF
12 OCT 2010
MUNICIPALITY

FINANCE

GhostConvey 12.4.3.2