



Upcoming Timed Auction in
Darling...

***Bidding starts 1 July @ 08:00
and closes @ 13:00***

WEB REF: RL6334 | POA

WWW.HOMEANDHECTARE.COM

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Auction Date:

Viewing:

Venue:

Website:

Bidding starts 1 July @ 08:00 and closes @ 13:00

By Appointment

Online at Veewinkel [Click here](#)

[Click here](#)

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

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Email : info@homeandhectare.com

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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

HOW TO REGISTER FOR A TIMED AUCTION

Step 1: Register Your User Profile (Once-Off)

- Visit <https://online.veewinkel.co.za/> or download the **Veewinkel App** (iOS, Android or Huawei).
- Click **Register** and create your personal user profile.
- Verify your account via the OTP sent to your mobile number.
- This profile is used for **all future live and timed auctions**.

Step 2: Log In and Select the Auction

- Log in to your Veewinkel account.
- Navigate to **Auctions** and select **Timed Auctions**.
- Open the timed auction you wish to participate in.

Step 3: Register to Bid

- Click **Register to Bid** on the selected auction.
- Accept the auction **terms and conditions**.
- Upon successful registration, you will receive a **unique bidder number** (displayed on screen and sent via SMS/email).

Step 4: Browse the Catalogue and Bid

- View lots, images, and detailed descriptions before bidding opens.
- Bidding closes automatically at the scheduled time.
- A **2-minute extension rule** applies if bids are placed in the final two minutes on any lot.

Important Information

- Ensure your device time is set to **GMT+2 (South Africa time)**.
- Lots close in **staggered intervals**.
- Always refresh the page/app to view the latest bids.



For assistance: support@veewinkel.co.za

Farm for Sale in *Darling...*

972 HA FARM FOR SALE BY TIMED ONLINE AUCTION

Nestled along the breathtaking West Coast, this farm presents a rare opportunity to invest in a property that combines agricultural excellence with lifestyle and development potential. Encompassing approximately 250 hectares of arable dry land and adorned with indigenous West Coast flora, the farm is perfectly suited for livestock farming, mixed agriculture, or visionary future projects.

The property offers infrastructure, including a historic homestead ready for restoration, a partially completed function venue with immense commercial potential, well-maintained kraals, storerooms, and a spacious shed to support daily farming operations. The non-perennial Modder River traverses the farm, creating valuable grazing areas for livestock, while a natural fountain and boreholes provide reliable water sources.

Ideally situated just an hour from Cape Town and directly opposite the sought-after Grotto development on the Atlantic coastline, this prime location offers the perfect balance of rural tranquillity and accessibility. With preliminary plans already initiated for an equestrian estate, the property presents an exciting opportunity for investors, developers, or those seeking to create a unique lifestyle destination in one of the Western Cape's most scenic regions.

Whether your vision is productive farming, hospitality, or equestrian development, this remarkable property offers the space, infrastructure, and location to turn that vision into reality.

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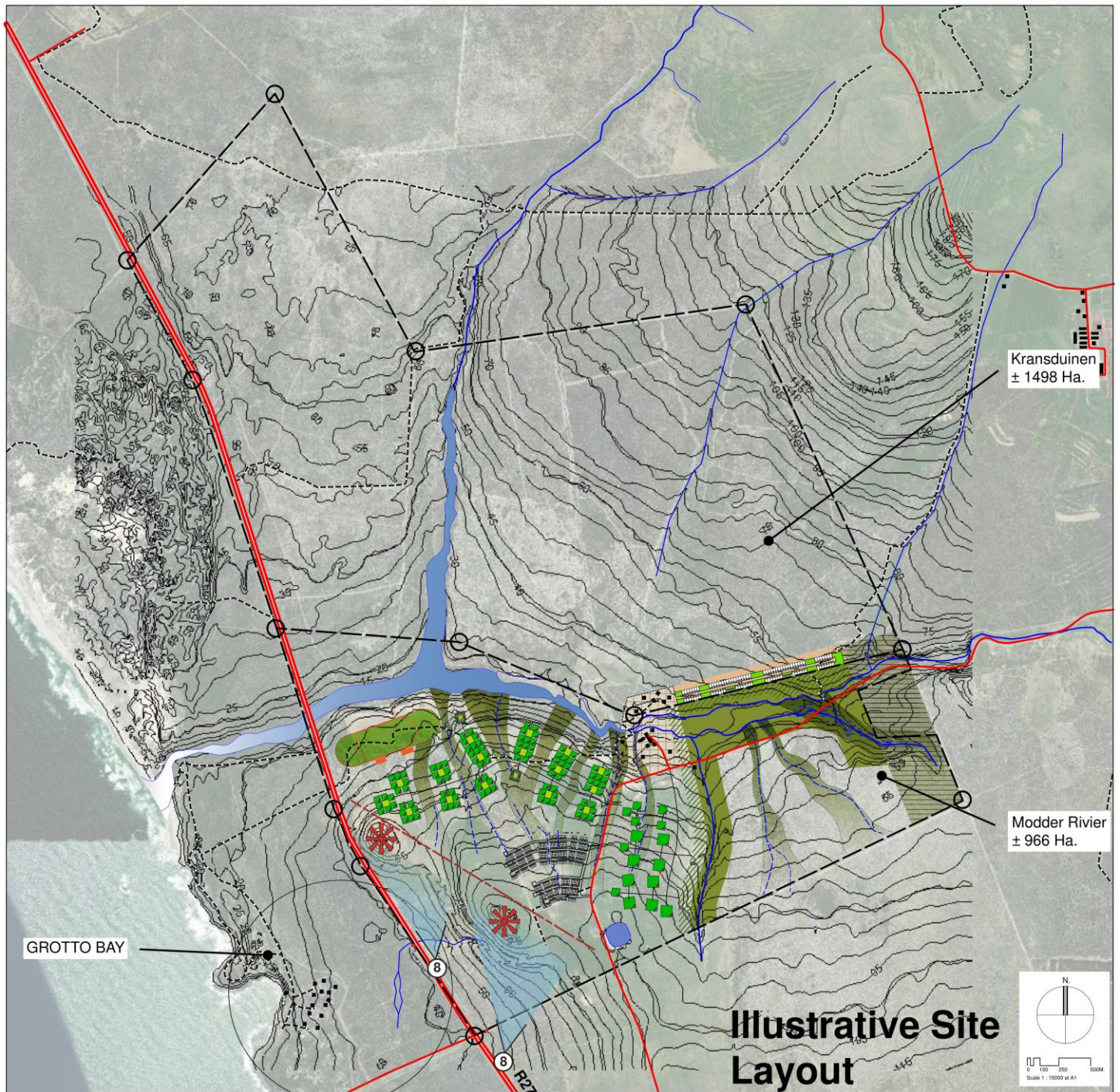
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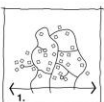
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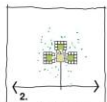
PRINCIPLES.



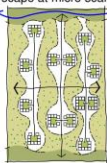
1. Uncontrolled sprawling development destroying natural landscape at micro scale



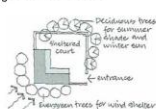
3. Sprawl destroying landscape & linkages at macro scale



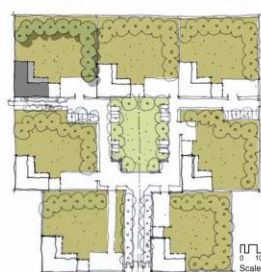
2. Plots clustered around a small park functioning as an extension of the private dwellings. Form of concentrated development creating strong edges to protect the natural landscape at micro scale.



4. Concentrated development forms clear edges to protect landscape & ecological linkages at macro scale



HYPOTHETICAL LAYOUTS APPLIED TO ILLUSTRATIVE LAYOUT ABOVE.



7 Large plots (50x50m each) grouped around a small common park.

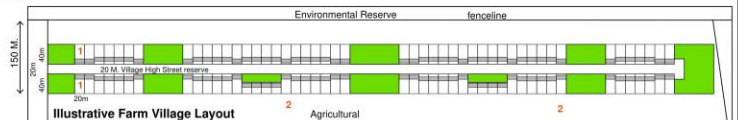


10 Smaller plots (20x20m each) grouped around a small common park.



Detail: 2 Smaller plots (20x20m each) Illustrative Layouts.

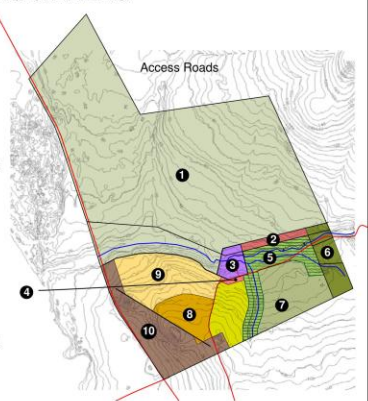
1. Living
2. Kitchen & dining
3. Bedrooms
4. Green Court
5. Laundry
6. Drying Yard
7. Garage
8. Granny flat



SITE PORTIONS & AREAS

Areas Key

- 1 Environmental Reserve. 1606 Ha
- 2 Farm Village. 20 Ha
- 3 Cultural Centre. 32 Ha
- 4 Cultural Ctr. Related commercial 5 Ha
- 5 Agricultural 115 Ha
- 6 Enviro. Corridor 66 Ha
- 7 East Reserve 138 Ha
- 8 Hill Village 75 Ha
- 9 West Development 166 Ha
- 10 Undisturbed 182 Ha





Property Description in *Darling...*

WEB REF: RL6334 | POA

Registered Owner:

ZEVOCEPT PTY LTD

Registration No:

201409233607

Title Deed Description:

REMAINDER OF THE FARM MODDER RIVIER NO 721,
MALMESBURY, WESTERN CAPE PROVINCE.

Extent:

972.6549 HA

Disclaimer: Whilst all reasonable care has been taken to provide accurate information, neither, Home and Hectare nor the Seller/s guarantee the correctness of the information, provided herein and neither will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information provided, whether due to the negligence or otherwise of Home and Hectare or the Seller/s or any other person.

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*Get
in touch...*

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

PLACE OF AUCTION: ONLINE
DATE OF AUCTION: WEDNESDAY 1 JULY 2026
TIME OF AUCTION: 08:00 – 13:00

HOME AND HECTARE (PTY) LTD

Represented by: VEEWINKEL.CO.ZA
(the “AUCTIONEER”)

duly instructed by

ZEVOCEPT PTY LTD

Registration No: 201409233607
(the “SELLER”)

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

TITLE DEED DESCRIPTION: REMAINDER OF THE FARM MODDER RIVIER NO 721, MALMESBURY, WESTERN CAPE PROVINCE

IN EXTENT: 972,6549 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.
 - 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.

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- 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**.
- 1.8. 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.
- 1.9. The total cost of advertising and conducting the auction are set out in the seller's mandate.
- 1.10. 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.
- 1.11. 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**.
- 1.12. 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.
- 1.13. In the event of any dispute arising between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
- 1.14. The **AUCTIONEER** shall be entitled to correct any errors made by him.
- 1.15. 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.
- 1.16. 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 **12:00 on 8 JULY 2026**.
- 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 **ATTORNEY / 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 shall be payable by the **PURCHASER** immediately upon the fall of the hammer to the **SELLER'S ATTORNEYS**, to be held in their trust account pending transfer.

In the event that the deposit is paid into a trust account nominated by the **AUCTIONEER**, the **PURCHASER** hereby irrevocably authorises and instructs the **AUCTIONEER** to pay or cause such deposit to be paid over to the **SELLER'S ATTORNEYS** upon written request from the **SELLER'S ATTORNEYS**, whereupon the **SELLER'S ATTORNEYS** shall hold the deposit in trust in accordance with the provisions of this Agreement.
- 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 45 (fourty five) 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**.

Banking Details: HOME AND HECTARE; ABSA - Branch Code: 632 005; Account No: 4053123792

- 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:
Boucher Attorneys: Jenna-lee Friedman - Jenna@boucherlaw.co.za

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 he 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 "voetstoets" 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 damage 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 explaining 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 will 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 law 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** _____

SCHEDULE 2

LIST OF MOVEABLES:

PIKET SEEDER

BALE CART

GHROP

KUHN MOWER

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

342



SNYMAN'S INC

130

SCHNETLER'S INC
SUITE 205, FOYER 3
COLOSSEUM
CENTURY BOULEVARD
CENTURY CITY 7441

Prepared by me

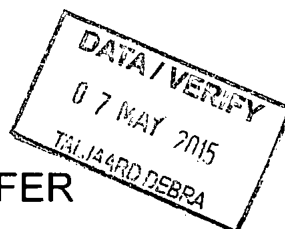
021 003 0296

CTN 1345

Fee endorsement		
	Amount	Office fee
Purchase price/Value	R. 17,100,000.00	R. 3000.00
Mortgage capital Amount	R.	R.
Reason for exemption	Exempt i.t.o Cat. section. Act.	

CONVEYANCER
BELINDA ANN SCHOLTZ

VERBIND		MORTGAGED	
VIR FOR R. 23 075 000.00.			
B	000010865 / 2018		
25 MAY 2018			



DEED OF TRANSFER

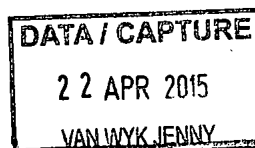
BE IT HEREBY MADE KNOWN THAT

Belinda Ann Scholtz

T 000018916 / 2015

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 CENTURY CITY on 20 MARCH 2015 granted to him by

CAPE RACING PROPERTIES PROPRIETARY LIMITED
Registration Number 2005/038606/07



And the appearer declared that his said principal had, on 14 February 2015, 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:

ZEVOCEPT PROPRIETARY LIMITED
Registration Number 2014/092336/07

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

REMAINDER OF THE FARM MODDER RIVIER NO. 721
in the Swartland Municipality
Division Malmesbury
Province of the Western Cape

IN EXTENT 972,6549 (NINE HUNDRED AND SEVENTY TWO COMMA SIX FIVE FOUR NINE) Hectares

FIRST TRANSFERRED by Deed of Grant dated 15 SEPTEMBER 1814 (CAPE QUITRENTS VOLUME 2 NO. 15) with amended Diagram relating thereto and held by Deed of Transfer Number T 14217/2007

A **SUBJECT** to such conditions as are referred to in Deed of Transfer No T 7127/1902.

B **SUBJECT FURTHER** to the terms of the endorsement dated 7 September 1971 on Deed of Transfer No T 4159/1939, which endorsement reads as follows:

"By Deed of Transfer No 23635/1971 – d.d this day. The Remainder of the farm Modder Rivier No. 721 meas. 1390,3227 Hect. held under para. 1 herein is subject to:

1. A 12 metre wide right of way represented by figure x Y Z u w Southern edge of Ganzekraal – Darling Road on Diag. 10194/70 thereto attached.
2. A pipeline servitude 4 metres wide the centre line of which is depicted by the line S.t. on said diag. 10194/70 over the said remainder and the right to pump water from the Vlei situated on said remainder, subject to conditions in favour of Ptn. 1 of the farm Modderrivier No 721 meas. 21,4133 Hect. thereby transferred. As will more fully appear on ref. to said deed of transfer."

C **SUBJECT FURTHER** by Notarial Deed No. 339/1972 as amended by Notarial Deed of Amended Servitude No. K 1209/1984 S to a pipeline servitude in favour of National Portland Cement Company Limited, with ancillary rights and subject to conditions as will more fully appear from the said Notarial Deeds.



D **SUBJECT FURTHER** to the terms of the endorsement dated 12th June 1974 on Deed of Transfer No. T 4159/1939, which endorsement reads as follows:

"Para. 1 & 2

Endorsement in terms of Section 31(6) of Act 47 of 1937 (as amended).

Portions of the hereinmentioned property Para 1 meas. $\pm$ 22,93 Ha Para 2 meas. $\pm$ 22.58 Ha. Has been expropriated by Provincial Admin. Of the Cape in terms of Section 130 of Ord. 15/1952 with Act 70/Ord. 28/60. Vide Notice of Expropriation No. R/N 7 d.d. 13/5/74 filed as exprop. Caveat EX. 988/74 plans in duplicate herewith."

E **SUBJECT FURTHER** by Notarial Deed of Servitude No. K 893/1986 S to a servitude area (for pipelines and electric cables) meas. 388 square metres represented by the figure ABCDEFGHJKLMNOPQRST on Diagram No. 7039/1985 annexed thereto with ancillary rights in favour of Western Pipeline Company (Proprietary) Limited. As will more fully appear from the said Notarial Deed.

F **SUBJECT FURTHER** by Notarial Deed of Cession of Servitude No K 1110/1992S to a servitude of erection of a pump and aqueduct, 5 metres wide over a route to be established, and the erection of a reservoir with servitude area of $\pm$ 900 square metres (i.e. 30m. x 30m.), the position of which to be established together with ancillary rights and conditions in favour of

1. Portion 2 of the Farm Modder River No 721 in Extent: 417,6678 Hectares and
2. Portion 1 of the Farm Kransduinen No 719 In Extent: 378,1809 Hectares

as will more fully appear on reference to the said Notarial Deed of Servitude.

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

CAPE RACING PROPERTIES PROPRIETARY LIMITED
Registration Number 2005/038606/07

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

ZEVOCEPT PROPRIETARY LIMITED
Registration Number 2014/092336/07

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R17 100 000,00 (SEVENTEEN MILLION ONE HUNDRED THOUSAND RAND).

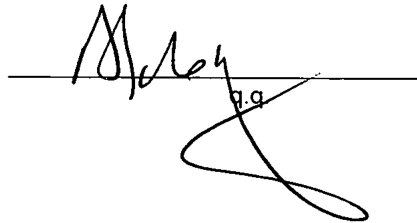
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Cape Town on 14th April 2015

In my presence



REGISTRAR OF DEEDS



11-APR-97 08:16 FROM: CLUVER MARKOTTER

15:427 21 8884838

1700

REILLYS

3de Vloer, Nedbanksentrum
Strandstraat 63
KAAPSTAD

REILLYS

310

STAMPED
GESTEL

JTY
ELAS R. 2.00

22 10 92

1110 92

Ek sertifiseer hiermee dat die oorspronklike hiervan
wat nou in my Protokol geliaseer is, inkomsteseëls ter
waarde van R2.00 dra wat behoorlik gekanseleer is.



NOTARIS PUBLIEK

PROTOKOL NR. 337

NOTARIELE AKTE VAN SESSIE VAN SERWITUUT

SY DIT HIERMEE KENNELIK

DAT op die 28ste dag van SEPTEMBER in die
jaar Een Duysend Nege Honderd Twee en Negentig (1992)
voor my, PETER PEARSON, Notaris Publik, praktiserend
te Kaapstad in die Provinsie Kaap die Goeie Hoop, in
die teenwoordigheid van die ondergemelde getuies,
persoonlik verskyn het

- 1.1 GEOFFREY JOHN DUCKITT
(IDENTITEITSNOMMER 450923 5026 00 8)
GETROUD BUIE GEMEENSKAP VAN GOEDERE
(AS BLOTE EIENAAR VAN HIERNAVERMELDE EIENDOM)
- 1.2. MONICA DUCKITT
(IDENTITEITSNOMMER 160403 0037 00 4)
ONGETROUD
(AS VRUGGEBRUIKSTER VAN DIER HIERNAVERMELDE
EIENDOM)

gesamentlik die geregistreerde eienaars en

reghebendes/...

- 2 -

reghebbendes (hierinlater gesamentlike na verwys as "die Dienende Eienaar") van

- (a) RESTANT VAN DIE PLAAS MODDER RIVIER NR. 721, in die Afdeling Malmesbury;

GROOT: 972,6549 (NEGE HONDERD TWEE EN SEWENTIG KOMMA SES VYF VIER NEGE) Hektaar.

- (b) RESTANT VAN DIE PLAAS KRANSDUINEN NR. 719, in die Afdeling Malmesbury;

GROOT: 1 501,9425 (EEN DUISEND VYF HONDERD EN EEN KOMMA NEGE VIER TWEE VYF) Hektaar.

GEHOU kragtens Transportakte Nr. T7814/1977. (hierinlater na verwys as "die Dienende Eiendomme")

EN

2. MARIUS KEULER GESINSTRUST (NR. 44/91)

hierin verteenwoordig deur JAKOBUS WILHELM BASSON in sy hoedanigheid as Trustee, behoorlik gemagtig daartoe

synde die geregistreeerde eienaar en reghebbende (hierinlater na verwys as die Heersende Eienaar) van

- (a) GEDEELTE 2 VAN DIE PLAAS MODDER RIVIER NR. 721, in die Afdeling Malmesbury;

GROOT: 417,6678 (VIER HONDERD EN SEWENTIE KOMMA SES SES SEWE AGT) Hektaar.

- (b) GEDEELTE 1 VAN DIER PLAAS KRANSDUINEN NR. 719, in die Afdeling Malmesbury;

GROOT: 378,1809 (DRIE HONDERD AGT EN SEWENTIG KOMMA EEN AGT NUL NEGE) Hektaar.

GEHOU kragtens Transportakte nog geregistreeer te word

(hierinlater na verwys as "die Heersende Eiendomme")

EN AANGESIEN/...

EN AANGESIEN die Heersende Eienaar 'n waterserwituut met pompterrein en pyplyn verlang oor die Dienende Eiendomme te gunste van die Heersende Eiendomme;

EN AANGESIEN die Dienende Eienaar en die Heersende Eienaar ooreengekom het om sodanige serwituut te laat registreer ten gunste van die Heersende Eienaar en sy erfgename, regsverkrygendes, administrateurs of eksekuteurs as reghebbende van die Heersende Eiendomme;

NOU DERHALWE KOM DIE PARTYE SOOS VOLG OOREEN:

1. Die Dienende Eienaar stel hiermee alle moontlike bestaande water bronne op die Dienende Eiendomme aan die Heersende Eienaar en ten gunste van die Heersende Eiendomme beskikbaar vir gebruik deur die beoogde ontwikkeling van minstens 220 erwe op die Heersende Eiendomme tot so 'n mate dat dit nie die Dienende Eienaar se boerdery aktiwiteite op die Dienende Eiendomme benadeel nie.
2. Onderworpe aan die bepalings van Paragraaf 11 hieronder, sal die Heersende Eienaar geregtig wees in terme van Paragraaf 1 hierbo om minstens 220 000 (TWEË HONDERD EN TWINTIG DUISEND) liter water per dag vanuit gemelde waterbronne te tap. Indien die waterverbruik deur die Heersende Eienaar meer is as 300 000 (DRIË HONDERD DUISEND) liter water per dag, sal die Dienende Eienaar vergoed word vir enige verbruik bo 300 000 (DRIË HONDERD DUISEND) liter per dag teen 'n tarief wat ooreenstem met die heersende tarief waarteen

Lerling/...

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Darling Munisipaliteit hul water vir verskaffing aan residentiële erwe, aankoop.

3. Ten einde sodanige water te bekom, is die Heersende Eienaar geregtig om op sy eie koste:

3.1 'n Pomp op te rig op die Dienende Eiendom op sodanige plek bepaal te word deur die Dienende Eienaar.

3.2 Die water deur middel van 'n pyplyn, met 'n serwituutgebied 5 meter wyd, oor die Dienende Eiendom te lei oor 'n roete bepaal te word deur die Dienende Eienaar. Die roete sal op 'n redelike wyse, met inagneming van die grondbewaringsbeginsels, toepaslike wetgewing sowel as kostedoeeltreffendheid daarvan, uit die oogpunt van die Heersende Eienaar, bepaal word.

3.3 Sodanige water op te gaar by wyse van 'n reservoir op 'n hoogliggende gedeelte van die Dienende Eiendom met 'n oppervlak van ongeveer 900 (NEGE HONDERD) vierkante meter (m.a.w. 30 meter x 30 meter), die spesifieke ligging waarvan bepaal te word deur die Dienende Eienaar.

3.4 Indien elektrisiteit benodig word vir die werking van die pompstelsel, sal die Dienende Eienaar op 'n redelike wyse behulpzaam wees met die verskaffing van elektrisiteit vanaf 'n punt bepaal te word deur die Dienende

Eienaar/...

- 5 -

Eienaar. 'n Aparte meter sal op koste van die Heersende Eienaar geïnstalleer word op 'n plek soos aangewys deur die Dienende Eienaar. Beide die aansluitingspunt sowel as die meter sal so na as wat redelikerwys moontlik is, aan die pomp bepaal word.

Die Heersende Eienaar sal verantwoordelik wees vir enige koste ten opsigte van die oprigting van sodanige meter, aansluiting en verskaffing van elektrisiteit asook enige ander heffings wat die lewering van addisionele elektrisiteit vir die Dienende Eienaar mag meebring.

Indien moontlik moet die Heersende Eienaar direk met die verskaffer van elektrisiteit (huidiglik EVKOM) reëlings tref vir sodanige verskaffing van elektrisiteit en ook direk aan hulle verreken vir elektrisiteit gelewer. Indien dit egter nie moontlik is nie, en die elektrisiteit deur middel van die Dienende Eienaar se elektrisiteitsaansluiting moet geskied, sal hy dienooreenkomstig vir alle addisionele kostes asook lopende uitgawes wat as gevolg daarvan meegebring word, vergoet word.

4. Die Heersende Eienaar is geregtig om die Dienende Eienaar te betree met die doel om die pomp, pylaar en dam, op te rig en in stand te hou en is derhalve geregtig op redelike toegang tot die Dienende Eienaar vir gemelde doeleindes.

5. 5.1 Indien/...

LHA

- 6 -

5. 5.1 Indien die verbruik van water deur die Heersende Eienaar die Dienende Eienaar se boerderyaktiwiteite nadelig beïnvloed, sal hy deur middel van 'n skriftelike kennisgewing aan die Heersende Eienaar ses (6) maande kennis gee om die verbruik van water aan te pas sodat dit nie sy boerderyaktiwiteite nadelig beïnvloed nie. Hierdie bepaling is onderhewig aan Paragraaf 2 hierbo.

5.2 Indien dit nie vir die Heersende Eienaar moontlik is om sy verbruik te verminder nie, moet die partye onderhandel oor die verkryging van meer water van die Dienende Eienaar en indien die partye nie 'n ooreenkoms kan bereik nie, moet die Heersende Eienaar van alternatiewe waterbronne gebruik maak wat betref die hoeveelheid water wat wel inbreuk maak op die Dienende Eienaar se boerderyaktiwiteite. In so 'n geval sal die Heersende Eienaar geregtig wees om die addisionele water vanaf die alternatiewe bron per pyplyn oor die Dienende Eiendom te vervoer of lei indien dit nodig blyk te wees. Die roete van sodanige pyplyn sal deur die Dienende Eienaar bepaal word. Hierdie bepaling is onderhewig aan Paragraaf 2 hierbo.

6. Die regte hierbo uiteengesit sal in alle gevalle insluit die reg om die pomp, pyplyn, kleppe, opgaardam, tesame met alle nodige toebehore water daarmee verband hou, van tyd tot tyd te

inspekteer/...

6/1

inspekteer, in stand te hou, te herstel, te verwyder of te herle asook alle sodanige oorpadregte en regte van ingang na en uitgang uit die eiendom as wat vereis word en nodig is vir enige van voormelde doeleindes en vir die behoorlike uitoefening van die regte wat hierby verleen word.

7. Indien die Heersende Eienaar en die Dienende Eienaar 'n besluit wat betref die gesamentlike gebruik van die opgegaarde water of enige wysiging tot hierdie ooreenkoms wil aanbring, sal dit skriftelike tussen die partye coreengekom en/of gewysig kan word.
8. Hierdie akte word teen die titelaktes geregistreer as 'n ewigdurende serwituut en die regte hierin uiteengesit sal van toepassing wees op oelde die Dienende Eienaar en die Heersende Eienaar asook hul opvolgers-in-titels.
9. Geen vergoeding sal betaalbaar wees deur enige partye ten opsigte van die verlening van hierdie serwituut, met uitsondering van die bepalinge van Paragraaf 2 hierbo.
10. Die Heersende Eienaar sal geregtig wees om op sy koste 'n diagram der 'n Landmeter te laat voorberei en dit per Notariële akte teen die Heersende en Dienende Eiendomme se transportaktes te laat registreer.
11. Die Dienende Eienaar bevestig dat die bestaande

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waterbronne tans voldoende water lewer ten einde die water soos hierbo uiteengesit aan die Heersende Eienaar beskikbaar te stel. Die Dienende Eienaar waarborg egter nie die standhoudendheid van die waterbronne nie en aanvaar geen aanspreeklikheid teenoor die Heersende Eienaar indien die sterkte van gemelde waterbronne as gevolg van enige natuurlike oorsake in die toekoms sou afneem nie.

12. Die partye sal alle redelike samewerking verleen ten einde die inwerkingstelling van die serwituuat so spoedig moontlik na registrasie van transport te bewerkstellig.

ALDUS GEDOEN EN VERLY TE KAAPSTAD VOORMELD, OP DIE EERSGEMELDE DAG, MAAND EN JAAR IN DIE TEENWOORDIGHEID VAN DIE ONDERGETEKENDE GETUIES:

AS GETUIES:

1. B. Duckitt.....

J G DUCKITT
J G DUCKITT

2. M. Duckitt.....

M DUCKITT
M DUCKITT

ALDUS/...