

Conditions upon which: **HOME AND HECTARE (PTY) LIMITED**
(Hereinafter referred to as **HOME AND HECTARE**)

duly authorized by: **RD ERASMUS**
(Hereinafter referred to as the **SELLER**)

offers to sell by public tender the **MOVABLE PROPERTY** as per **SCHEDULE 1**:
(Hereinafter referred to as the **MOVABLE PROPERTY**)

THE SALE SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The highest or any tender shall not necessarily be accepted or made known.
2. The sale shall take place in terms of the South African monetary unit.
3. Should the **MOVABLE PROPERTY** be purchased on behalf of a third party without proof of authority being furnished to the satisfaction of **HOME AND HECTARE** immediately, the actual **TENDERER** will be held personally responsible for the fulfilment of the conditions of sale.
4. If the **PURCHASER** signs this tender on behalf of a company/close corporation/trust, the **PURCHASER** hereby guarantees to both the **SELLER** and **HOME AND HECTARE** that the company/close corporation/trust described as **PURCHASER** in terms of these conditions is an existing company/closed corporation/trust registered in terms of the relevant legislation. The **PURCHASER** declares that he/she is authorised to act on behalf of the company/close corporation/trust.
5. If the **PURCHASER** signs this tender as trustee or agent for a company/close corporation to be incorporated, the **PURCHASER** in his personal capacity shall be regarded as **PURCHASER** in terms of this tender unless the said company/close corporation is incorporated and duly adapts and ratifies this offer within 30 (thirty) days from signature hereof by the **SELLER**, in which event the **PURCHASER** by his signature hereto interposes and binds himself in favour of the **SELLER** as surety for and co-principal debtor in solidum with such company/close corporation for the due and timeous performance by it of all its obligations as **PURCHASER** in terms of these conditions.
6. The **MOVABLE PROPERTY** is sold "voetstoots" as it stands and in the present condition. The **MOVABLE PROPERTY** is further sold without any express or implied warranty against patent or latent defects or of any other description whatsoever. The **PURCHASER** acknowledges and declares that he has carefully inspected the **MOVABLE PROPERTY** and is satisfied with the condition of the **MOVABLE PROPERTY**.
7. Tenders close at **11H00** on **FRIDAY 14 NOVEMBER 2025**
Duly completed tenders in sealed and stamped envelopes, clearly marked:
"TENDER: CALEDON MOVABLES" must reach the offices of **HOME AND HECTARE (PTY) LTD**
at street address: **BKB GRAINCO, CECILIA SQUARE, 100 CECILIA STREET, PAARL**
by no later than **11H00** on **FRIDAY 14 NOVEMBER 2025**
Bank details: HOME AND HECTARE (PTY) LTD; ABSA Branch code: 632 005 – Account Number: 4053123792
8. The sale is subject to the approval of the **SELLER** and the **TENDERER**, together with his sureties, if any, shall be bound by his bid until **12H00** on **21 NOVEMBER 2025** before the expiry of which time and date the **TENDERER** shall be advised whether the sale is confirmed or not. Should the sale not be confirmed all monies paid by the **TENDERER** or deposited by the **TENDERER** as herein required, shall be immediately refunded to the **TENDERER**, free of interest, unless otherwise agree upon.

8.1 The **PURCHASER** hereby declares that he will be available at the telephone number / email which he will supply when signing this tender, until the time and date as mentioned in clause 8 in order for the **PURCHASER** to receive confirmation of the sale or otherwise. Should the **PURCHASER** or his nominee not be available at the time of confirmation of the sale, confirmation shall be deemed to have been communicated to the **PURCHASER** at the time of acceptance of this offer by the **SELLER**.

9. The purchase price of the **MOVABLE PROPERTY** shall be paid as follows:

9.1 The full amount plus VAT payable on the day of confirmation by means of an Electronic Funds Transfer (EFT)

10. Ownership in the **MOVABLE PROPERTY** shall pass to the **PURCHASER** only on payment of the full purchase price, plus VAT and Auctioneer's Commission.

11. The **PURCHASER** is further responsible for the following:

11.1 Payment of **HOME AND HECTARE**'s commission at the rate of **FIVE PERCENT (5%)**, calculated on the full purchase price, plus VAT at the ruling rate to **HOME AND HECTARE** which commission will be deemed to have been earned on acceptance of this offer by the **SELLER** and is payable on date of acceptance

The **SELLER** and the **PURCHASER** declare that **HOME AND HECTARE** was the effective cause of the sale and the **PURCHASER** confirms that no other agent or agency introduced the movable property to the **PURCHASER**.

The **SELLER** and **PURCHASER** acknowledge that **HOME AND HECTARE** is a party to this agreement and **HOME AND HECTARE** accepts the benefits arising hereunder.

12. Any **MOVABLE PROPERTY** not removed the day after the confirmation shall be subject to a storage fee of R100.00 + VAT (Per Item) from the day after the confirmation which fee shall be charged to the **PURCHASER** and payable upon removal.

13. This agreement shall not be declared invalid as a result of any error in the description (as contained herein) of the **MOVABLE PROPERTY**. Neither the **SELLER** nor the **PURCHASER** shall as a result of such error be entitled to make any claim the one against the other, but the mistake shall be rectified as soon as it is discovered.

14. The **PURCHASER** and the **SELLER** hereby acknowledge that this Agreement constitutes the entire agreement between them. Furthermore, no deviation from the conditions thereof shall be valid unless it is recorded in writing and signed by both **PURCHASER** and **SELLER**.

15. For purposes of this agreement, the parties choose domicilium citandi et executandi at the addresses which they will supply to **HOME AND HECTARE** on completion of this agreement.

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:

SCHEDULE 1 – MOVABLE PROPERTY

1.1 Case 7150 Harvester Year: 2021 Engine hours: 1093 Rotor hours: 870 1.2 Case 3016 Pick-up – 2021 Tender Amount: R _____	
2. Case Puma 180 Cab Tractor Year: 2022 Hours: 2343 Tender Amount: R _____	
3. Hardi Navigator 50/30 m Sprayer Year: 2023 Hours: Not Specified Tender Amount: R _____	
4. McCormick TTX 190 Cab Tractor Year: 2012 Hours: Approximately 10 000 (estimated) Tender Amount: R _____	
5. McCormick Bmax 105 Platform Tractor with Sigma 4 Loader Year: 2013 Hours: 7372 Tender Amount: R _____	
6. McCormick Bmax 110 Platform Tractor with Sigma 4 Loader Year: 2021 Hours: 1751 Tender Amount: R _____	

7. Case 5140 Maxxum Cab Tractor Year: 1996 Hours: 9532 Tender Amount: R _____	
8. Equalizer 12000 V5 Planter Year: 2016 Hours: Not Specified Tender Amount: R _____	
9. Sulky X40 Econov Precision Spreader Year: 2015 Hours: Not Specified Tender Amount: R _____	
10. Case IH W1203 Self-propelled Cutter Year: 2013 Engine Hours: 2476 Hektare gesny: 4087 Tender Amount: R _____	
11. Case DH 302 Cutting Table Year: 2013 Hours: Not Specified Tender Amount: R _____	
12. Overberg Agri Pro-Chaser 16 Trailer – Red Year: 2020 Hours: Not Specified Tender Amount: R _____	

13. Overberg Agri 16 Ton Trailer – Green & White Year: 2016 Hours: Not Specified Tender Amount: R _____	
14. Flatbed Trailer – Red 6m Year: Not Specified Hours: Not Specified Tender Amount: R _____	
15. Flatbed Trailer – Green 9m Year: Not Specified Hours: Not Specified Tender Amount: R _____	
16. Water Cart – 8000 L stainless steel tow tank with petrol engine Year: Not Specified Hours: Not Specified Tender Amount: R _____	
17. Water Cart – 2 x 5000 L plastic tanks on trailer with petrol engine Year: Not Specified Hours: Not Specified Tender Amount: R _____	
18. Water Cart – 1 x 5000 L plastic tank on trailer with petrol engine Year: Not Specified Hours: Not Specified Tender Amount: R _____	

19. Thrash Fieldspan Year: Not Specified Hours: Not Specified Tender Amount: R _____	
20. Blanton Year: Not Specified Hours: Not Specified Tender Amount: R _____	

TENDER

I/WE, the undersigned

NAME: _____

ID/REG NO: _____ VAT NO: _____

ADDRESS: _____

TEL NO: _____ CELL NO: _____

E-MAIL: _____

hereby offer the amount of: R _____ (_____)

_____)
for the purchase of **MOVEABLES** as per **SCHEDULE 1**, subject to the foregoing terms and conditions.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER / PURCHASER

ACCEPTANCE

The herein mentioned **TENDERER**'s tender is hereby accepted, and the sale is confirmed by me, the **SELLER**

NAME: _____

ID/REG NO: _____ VAT NO: _____

ADDRESS: _____

TEL NO: _____ CELL NO: _____

E-MAIL: _____

I appoint Messrs. _____ as conveyancers to
attend to the transfer of the **MOVABLE PROPERTY** into the name of the **PURCHASER**

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER