



Upcoming Auction in  
*Touws River...*

WEB REF: RL4511 | POA

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# Upcoming Auction in *Touws River...*

WEB REF: RL4511 | POA

Auction Date:	Wednesday 21 September 2022 @ 11:00
View:	By appointment only
Onsite Venue:	On Site
Online:	<a href="#">Click here</a>
Auctioneers:	Willie Van Rensburg

HOME & HECTARE  
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

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

# Property for Sale in *Touws River...*

LIFESTYLE FARM IN BEAUTIFUL AREA

## OLIVE RIDGE

Farm of 344 ha approximately 19 km's from Touws River. 5 ha dryland, balance is veld and mountainous area.

Buildings: Dwelling ( not fully completed ), garage and stables.

Water: Borehole for drinking purposes.

Beautiful area with stunning views over the surrounding mountains.

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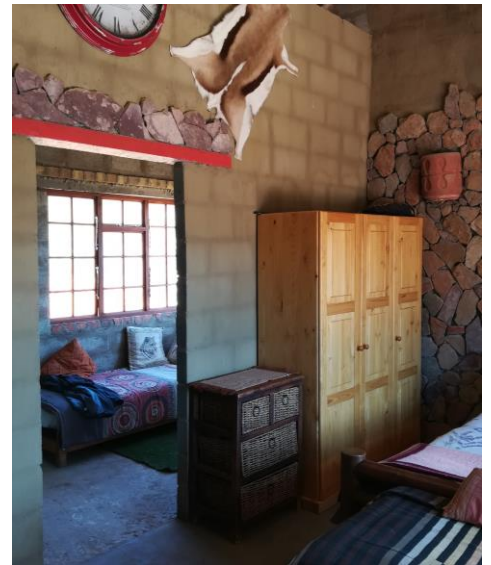
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# Property Summary in *Touws River...*

WEB REF: RL4511 | POA

Registered Owner:

CHAVONNES BADENHORST ST CLAIR COOPER, MARTHINUS  
HERMANUS RICCIARDI AND MATOME JOSEPH MONTSHO  
JOINT CURATORS IN INSOLVENT ESTATE PAUL LODEWYK  
SWANEVELDER AND CHARMAIN SWANEVELDER

Master's reference no:

C336/2016

Title Deed Description:

REMAINDER OF PORTION 4 (LUCERNE) (PORTION OF  
PORTION 1) OF THE FARM DIE VLAKE NO 33, DIVISION  
WORCESTER, WESTERN CAPE PROVINCE.

Size:

344,1390 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...*

WEB REF: RL4511 | POA

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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:** ON SITE  
**DATE OF AUCTION:** WEDNESDAY 21 SEPTEMBER 2022  
**TIME OF AUCTION:** 11:00

**HOME AND HECTARE (PTY) LTD**  
**Represented by: WILLIE VAN RENSBURG**  
(the "AUCTIONEER")

duly instructed by

**CHAVONNES BADENHORST ST CLAIR COOPER, MARTHINUS HERMANUS RICCIARDI AND MATOME JOSEPH MONTSHO**  
**JOINT CURATORS IN INSOLVENT ESTATE PAUL LODEWYK SWANEVELDER AND CHARMAIN SWANEVELDER**  
**MASTER'S REFERENCE NO: C336/2016**  
(the "SELLER")

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

**TITLE DEED DESCRIPTION:** REMAINDER OF PORTION 4 (LUCERNE) (PORTION OF PORTION 1) OF THE FARM  
DIE VLAKTE NO 33, DIVISION WORCESTER, WESTERN CAPE PROVINCE.

**SITUATED IN THE MUNICIPALITY OF:** BREEDE VALLEI

**IN EXTENT:** 344,1390 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**, 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 **5<sup>TH</sup> DAY OF OCTOBER 2022**.
- 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 **10 % (TEN 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 where 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**

- 4.1 The Purchase Price is exclusive of VAT.
- 4.2 In the event of VAT being payable on the Purchase Price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER'S** Attorneys immediately on demand therefore.
- 4.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

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 **FIVE PERCENTt (5 %) plus VAT** at the prevailing rate and will be paid over to the **AUCTIONEER**.
- 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 trust 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 acceptance of the Agreement. Vacant possession and occupation will not be given or guaranteed by the **SELLER**.
- 6.2. If the **PURCHASER** take occupation of the **PROPERTY** before registration of transfer the **PURCHASER** shall be liable to pay occupation interest to the **SELLER**, calculated at **12 % (TWELVE PERCENT)** per annum, which amount is payable monthly in advance, on the 1<sup>st</sup> (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.

## 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 "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. **SECTION 112 OF THE COMPANIES ACT**

18.1. 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**.

18.2. 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.

19. **COMPANY TO BE FORMED**

19.1 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.

19.2 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.

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

20.1 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.

20.2 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.

21. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

21.1 The **PURCHASER** 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 **PURCHASER**.

21.1.1 Upon the **PURCHASER** 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**.

21.2 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.

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

22. **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.

23. **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.

24. **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.

25 **GENERAL CLAUSES**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 The **SELLER** and the **PURCHASER** warrants that they are duly authorised to sign acceptance of the Deed of Sale.
- 25.7 The **PARTIES**, including the **AUCTIONEER** (if applicable) agree that in the event the arrear rates and taxes, levies and or electricity or any other statutory liability in this regard exceeds the purchase price, this agreement shall become null and void and all monies paid by any **PARTY** shall be refunded.
- 25.8 The **SELLERS** do not guarantee vacant occupation.
- 26 The **PARTIES**, including the **AGENT** (if applicable) agree that in the event the arrear rates and taxes, levies and / or electricity or any other statutory liability in this regard exceeds the purchase price, this agreement shall become null and void and all monies paid by any **PARTY** shall be refunded.

**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:

<b>SELLER</b>	<b>YES</b>	<b>NO</b>	<b>INITIAL:</b>
<b>PURCHASER</b>	<b>YES</b>	<b>NO</b>	<b>INITIAL:</b>

**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

### 1. SPECIAL CONDITIONS

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

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

### 2. COMMISSION

The purchaser is responsible for auctioneer's commission at a rate of **FIVE PERCENT (5 %) plus VAT** at the prevailing rate and will be paid over to the **AUCTIONEER**.

### 3. OCCUPATIONAL INTEREST

Occupational interest payable as referred to in clause 6.2.

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ SELLER

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ PURCHASER

## 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**

**NUMBERING ROOM**

**CONVENTIONAL PACKS**

4 Sept 2014

PACK 19

000047631 / 2014

000047638 / 2014 6

TR .....

TR .....

BC .....

BC .....

B .....

000025576 / 2014

B .....

000025584 / 2014 9

H .....

H .....

PA .....

803

PA .....

805

K .....

K .....

VA .....

VA .....

COVERS IN PACK

15 21

OUTSTANDING .....

(PA 802 Exports)

**NUMBERED BY**

TRANSFERS

Lindile

BC's

Richard

BONDS

Henry

DATE

Ndaba

EMBOSS

Sello

PACKS

Ndaba

Final Checked by

MAA

Restaurant v. Ged. Lel. Luerne) Ged. v. Ged. (1.)  
v. d. Plas Die v. d. 33

No. in stel/batch		Kode Code	Name van Partye/Names of Parties	Handwritten Notes	Final File No.
1		T	Kogler / Swanvelder	DTJ	2
2		B.	Swanvelder / Std Bank	STBIS	1
4					
5					
6					
7					
8					
9					
10					

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

Aard van Akte/Nature of Deed: *Kogler*

*19/1/10*

*Swanvelder*

T 000047631 / 2014

Skakeling/Linking

*2*

*1*

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

*1536*

*107*

*within*

GELYKT/ALICE SIMPSON

15 SEP 2014

CAPE TOWN

HANDED IN FOR EXECUTION

REJECTED AFTER 5 DAYS

2014-07-29

VERWERP NA 5 DAE

HANDED IN FOR EXECUTION


05 JUN 2014

CAPE TOWN

HANDED IN FOR EXECUTION

REGISTRASIE VERSOEK DEUR: / REGISTRATION REQUESTED BY:

DATUM: / DATE:



080005327582

# 297

T S Du Toit Prokureurs  
Posbus 4554  
TYGERVALLEI  
7536

Opgestel deur my



TRANSPORTBESORGER  
THORA STEPHANIE DU TOIT

Fee endorsement		
	Amount	Office fee
Purchase price/Value	R. 1 175 000,00	R. 900,00
Mortgage capital Amount	R. ....	R. ....
Reason for exemption	Exempt i.t.o. ....	
	Cat. ....	section. .... Act. ....

DATA / CAP. 11  
2014 -09- 10  
PUMELELA MNAMATA

VERBIND	MORTGAGED
VIR FOR R 804 000,00	
000025576 / 2014	
2014 -09- 04	REGISTRATEUR/REGISTRAR

## TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

**THORA STEPHANIE DU TOIT**

T000047631 / 2014

**PETRUS JOHANNES CILLIE**

voor my verskyn het, REGISTRATEUR VAN AKTES te Kaapstad, hy die genoemde komparant synde behoorlik daartoe gemagtig kragtens 'n Volmag aan hom verleen deur

**HEINZ KOGLER**

Identiteitsnommer 4202105071185

Getroud buite gemeenskap van goed

geteken te Stellenbosch op 10 April 2014

DATA / VERIFY  
11 SEP 2014  
ZAMMATA

En genoemde Komparant het verklaar dat sy prinsipaal, op 29 November 2013, waarlik en wettiglik verkoop by Privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby seeder en transporteer aan en ten gunste van

**PAUL LODEWYK SWANEVELDER**  
**Identiteitsnommer 6804095110085**  
**en**  
**CHARMAIN SWANEVELDER**  
**Identiteitsnommer 6811110135088**  
**Getroud binne gemeenskap van goed met mekaar**

hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, in volkome en vrye eiendom

**RESTANT VAN GEDEELTE 4 (LUCERNE) (GEDEELTE VAN GEDEELTE 1)  
VAN DIE PLAAS DIE VLAKTE 33 IN DIE MUNISIPALITEIT BREEDE VALLEI,  
AFDELING WORCESTER, WES-KAAP PROVINSIE**

**GROOT 344,0139 (DRIE HONDERD VIER EN VEERTIG KOMMA NUL EEN  
DRIE NEGE) Hektaar**

**EERSTE OORGEDRA** kragtens Transportakte Nr T684/1947 en Kaart Nr 6900/46 en **GEHOU** kragtens Transportakte Nr T 53646/2007.

**A. NIE ONDERHEWIG** aan voorwaarde A op bladsy 2 , op grond van die bepalings van Artikel 53 van die Wet op Registrasie van Myntitels, Wet 24 van 2003.

**B. ONDERHEWIG VERDER** aan die volgende voorwaardes vervat in Transportakte Nr T684/1947, naamlik:

"Die Transportnemer, as eienaar van bogenoemde Gedeelte 4, en sy opvolgers in titel, sal nie geregtig wees op enige waterregte uit die Verkeerdevlei Besproeiingsdam waarop die plaas Restant van Merweda, Groot: 6851,2745 more, gehou deur die gemelde JF Marais deur Akte van Transport Nr T3165/1940 geregtig is nie."

**C. ONDERHEWIG VERDER** aan die reg vervat in Transportakte Nr T7210/1953 van die eienaars van Gedeelte 6 van gemelde plaas "DIE VLAKTE" getranspoteer aan W J VAN DER MERWE en G J VAN DER MERWE op 19 Mei 1953, Nr 7209, om 'n keerwal op 'n punt oor die Touwsrivier te bou, waarop nog ooreengekom moet word, op die gemelde restant en om water te lei by wyse van 'n voor 7,87 meter wyd van die gemelde keerwal oor 'n roete oor gemelde restant, waarop nog ooreengekom moet word, tot gemelde restant van Gedeelte 4 synde egter geregtig gesamentlik met die eienaar van die restant van Gedeelte 3 van "ZEEKOEGAT" , hierna in Paragraaf 5 omskryf, tot die reg om alle water beskikbaar te pomp en te gebruik van die gemelde keerwal wanneer die gemelde eienaars van Gedeelte 6 nie water vir hul gebruik lei nie, asook alle water wat gemelde voor nie kan wegvoer wanneer gemelde eienaars lei nie.

**D. GEREGTIG**, gesamentlik met die eiendomme naamlik Die Plaas Moordenaars Hoek Nr 30 en Restant van Gedeelte 3 van die Plaas Zeekoe Gat Nr 32, tot die reg vervat in Transportakte Nr T7210/1953 tot die drink van lewende hawe uit die Touwsrivier en om



sodanige lewende hawe oor Gedeelte 12 van "ZEEKOEGAT" na en van die rivier te dryf oor die gesegde gedeelte 12 langs die reg van weg 300 voet wyd gemerk Ee op Diagram Nr 4992/51 van die gesegde gedeelte 12, welke reg van weg omhein sal word aan beide kante vir die geamentlike koste van die eienaars van die gesegde gedeeltes 6 en 12 en van die gesegde restant.

WESHALWE die komparant afstand doen van al die regte en titel wat

**HEINZ KOGLER , Getroud soos vermeld**

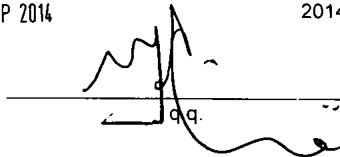
voorheen op genoemde eiendom gehad het, en gevolglik ook erken het dat hy geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde

**PAUL LODEWYK SWANEVELDER en CHARMAIN SWANEVELDER, Getroud soos vermeld**

hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hulle dat die verkoopprijs die bedrag van **R1 175 000,00 (Een Miljoen Een Honderd Vyf en Sewentig Duisend Rand)** beloop.

TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die Kantoor van die REGISTRATEUR VAN AKTES te Kaapstad op - 4 SEP 2014 2014



In my teenwoordigheid



**REGISTRATEUR VAN AKTES**



297

T S Du Toit Prokureurs  
Posbus 4554  
TYGERVALLEI  
7536

Opgestel deur my

TRANSPORTBESORGER  
THORA STEPHANIE DU TOIT

## VOLMAG OM TRANSPORT TE GEE

Ek, die ondergetekende

HEINZ KOGLER  
Identiteitsnommer 4202105071185  
Getroud buite gemeenskap van goed

benoem hiermee THORA STEPHANIE DU TOIT EN PETRUS JOHANNES CILLIE  
EN GABRIEL GIDEON CILLIE

met mag van substitusie om as my ware en wettige Gemagtigde en Agent te  
verskyn voor die REGISTRATEUR VAN AKTES te Kaapstad, en daar en dan  
namens my transport uit te maak aan

PAUL LODEWYK SWANEVELDER  
Identiteitsnommer 6804095110085  
en  
CHARMAIN SWANEVELDER  
Identiteitsnommer 6811110135088  
Getroud binne gemeenskap van goed met mekaar

van die volgende eiendom

RESTANT VAN GEDEELTE 4 (LUCERNE) (GEDEELTE VAN GEDEELTE  
1) VAN DIE PLAAS DIE VLAKTE 33 IN DIE MUNISIPALITEIT BREEDE  
VALLEI, AFDELING WORCÉSTER, WES-KAAP PROVINSIE

GROOT 344,0139 (DRIE HONDERD VIER EN VEERTIG KOMMA NUL  
EEN DRIE NEGE) Hektaar

GEHOU KRAGTENS Transportakte Nommer T53646/2007

wat verkoop is aan die koper/s deur die verkoper/s op 29 November 2013, vir die bedrag van R1 175 000,00 (Een Miljoen Een Honderd Vyf en Sewentig Duisend Rand), in volle en vrye eiendom.

Wat behoorlik betaal of verseker is, en in die algemeen, ten einde voorgenoemde doeleindes uit te voer of te laat doen as wat nodig is, net so volmaak en doeltreffend asof ekself teenwoordig was en hierin gehandel het, en hiermee word bekragtig en toegestaan en word belowe en ooreengekom om te bekragtig en toe te staan, alles en wat ook genoemde Prokureur en Agent kragtens hierdie akte wettiglik doen en laat doen.

Gegee onder my hand te Stellenbosch op 10 April 2014  
in teenwoordigheid van die ondergetekende getuies.

AS GETUIES:

1. M. Rutenbach

Heinz Kogler  
HEINZ KOGLER

2. [Signature]

[Signature]



## Transfer Duty Declaration

**TDREP****Reference Details**

Transfer Duty Reference Number: TDE00B4330

**Details****Details of Seller / Transferor / Time Share Company**

Surname / Registered Name  
ID Number  
Company / CC / Trust Reg No.

Full Name  
Date of Birth (CCYYMMDD)  
Marital Status

**Details of Purchaser / Transferee**

Full Name  
Date of Birth (CCYYMMDD)  
Company / CC / Trust Reg No.  
Marital Status  
Spouse ID Number

Surname / Registered Name  
ID Number  
Marital Notes if applicable  
Spouse Initials  
Spouse Passport Number

**Details of Purchaser / Transferee**

Full Name  
Date of Birth (CCYYMMDD)  
Company / CC / Trust Reg No.  
Marital Status  
Spouse ID Number

Surname / Registered Name  
ID Number  
Marital Notes if applicable  
Spouse Initials  
Spouse Passport Number

**Details of the Property**

Date of Transaction/Acquisition (CCYYMMDD)

2013-11-29

Total Fair Value R 1175000.00

Total Consideration R 1175000.00

**Calculation of Duty and Penalty / Interest**

Transfer Duty Payable on Natural Person R 1175000.00

**Property Description**

1 RESTANT VAN GEDEELTE 4 (LUCERNE) (GEDEELTE VAN GEDEELTE 1) VAN DIE PLAAS DIE VLAKTE 33 IN DIE MUNISIPALITEIT BREEDE VALLEI, AFDELING WORCESTER, WES-KAAP PROVINSIE GROOT 344.0139 (DRIE HONDERD VIER EN VEERTIG KOMMA NUL EEN DRIE NEGE) HEKTAAR

**Receipt****Receipt Details**

Transfer Duty Reference Number  
Receipt Amount

TDE00B4330

R 20750.00

Receipt No.

1200143541

**Declaration by Conveyancer / Attorney**

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.

Printed Name and Signature  
the 2 lines of R. Jacobs  
3717ce69399ce8b669d40  
6748f8b0431e1012a8

Date  
(CCYYMMDD)

20140420

For enquiries go to:  
www.sars.gov.za or call  
0800 00 SARS (7277)

④ (B) rc

## CONVEYANCER'S CERTIFICATE

I, the undersigned,

THORA STEPHANIE DU TOIT

a Conveyancer, practicing at Durbanville, confirm that the marital note that appears against the 1<sup>st</sup> Transferees details should read, M.I.C of Property and not Out of Community of Property as correctly reflected at the marital status information.

SIGNED AT Durbanville on 22 April 2014

  
\_\_\_\_\_  
**CONVEYANCER**  
DU TOIT, T. S.





*De 8*

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (ACT No. 32 OF 2000)  
(AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT No. 32 OF 2000)

ISSUED BY BREEDE VALLEY MUNICIPALITY

In terms of section 118 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), it is hereby certified that all amounts that became due to Breedee Valley Municipality in connection with the undermentioned property situated within that municipality for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

DESCRIPTION OF PROPERTY (see definition of property in section 1 of Act 32 of 2000)

21 Digit Code (or Municipal Reference Number): ANTHONY

Erven: 33

Portion: 4

Extension: DIE VLAKTE

Zoning:

Registration division / Administrative District:

Suburb:

Town:

Sectional Title unit number:

Exclusive use area and number as referred to on the registered plan:

Real right:

Scheme registration number:

Sectional Title Scheme Name:

Registered owner: HEINZ KOGLER (4202105071185)

Name and Identity/ Registration Number of all purchaser/s:  
CHARMAIN SWANEVELDER (6811110135088)  
PAUL LODEWYK SWANEVELDER (6804095110085)  
PAUL LODEWYK SWANEVELDER (6804095110085)  
CHARMAIN SWANEVELDER (6811110135088)

This Certificate is valid until: 30/06/2015

Given under my hand at WORCESTER on 07/07/2014

Certificate By Conveyancer:  
I Thina Stephenie du Toit (full name and surname) hereby certify that this is a print-out of a data message in respect of the original clearance certificate electronically issued by the Breedee Valley Municipality.

Conveyancer

Date

*8/7/2014*

Digitally signed by Breedee Valley Local Municipality  
Signee: Antonie Ngakala  
Sign date: 07/07/2014 04:30:02  
Expiration date: 17/06/2015 11:29:56

MUNICIPAL MANAGER  
Breedee Valley Municipality

Date issued: 07/07/2014

Authorised Officer: Anthony Ngakala

21 Digit Code (or Municipal Reference Number): ANTHONY

Certificate number: 10313548

Page 1 of 1

TRACK NUMBER : 88805327582

BLACK-BOOKING ENQUIRY ON NAME - KOGLER HEINZ  
ID NUMBER - 4202105071185  
BIRTH DATE - 19420210  
MARITAL STATUS - MARRIED OUT  
MAIDEN NAME -  
TYPE OF PERSON - PRIVATE PERSON

PERSON NAME AND ID

CONTRACTS/INTERDLCTS

NOTED ON SCAN/MICRO REF

KOGLER HEINZ

4202105071185

H2108/1984

\*\* PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.  
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

\*\*\* END OF REPORT \*\*\*



TRACK NUMBER : 86095327582

PROPERTY DETAILS PRINT FOR PORTION 4 (R/E)  
FARM NO 33  
REG DIV WORCESTER RD.

PROVINCE WESTERN CAPE  
PREV DESCRIPTION PTN OF 1-1 LUCERNE  
DIAGRAM DEED NO T684/1947  
EXTENT 344.8139 H  
CLEARANCE MATROOSBERG DC  
FARM NAME DIE VLAKTEI

NO INTERDICTS

DOCUMENTS FARM NO 33/4  
HOLDER

AMOUNT

O/P/A SCAN/MICRO REF MMD  
1986 0688-1579

OWNER DETAILS

FULL NAME & SHARE  
KOGLER HEINZ

PURCH DATE	AMOUNT/REASON	O/P/A	IDENTITY	TITLE DEED	MMD	MICROFILM REF
20070221	R700000.00		4202105071185	T53646/2007	0706	20070824091916

\* O/P/A - 0 - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

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\*\*\* END OF REPORT \*\*\*

IK E: /XABRA /KE