



Upcoming Timed Auction in
Laingsburg...
Bidding starts 30 September
@ 10:00 and closes @ 15:00

WEB REF: CL963 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Timed Auction in *Laingsburg...*

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Auction Date:	Bidding starts 30 September 2026 @ 10:00 and closes @ 15:00
Viewing:	By Appointment
Venue:	Online at Veewinkel Click here
Website:	Click here

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

Tel : +27 (0)41 581 1744
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

Guesthouse for Sale in *Laingsburg*...

899 m² GUEST HOUSE FOR SALE BY TIMED ONLINE AUCTION

An exceptional business opportunity awaits! This well-planned guesthouse, featuring 11 luxury bedrooms that can accommodate up to 23 guests.

Property Highlights:

- Spacious plot of over 4 ha
- Elegant luxury finishes throughout
- Spacious, beautifully landscaped garden with a sparkling swimming pool
- Comfortable lounge, modern kitchen, and inviting braai room
- Amenities -laundry, scullery and wi-fi
- Air-conditioners in most of the rooms
- Borehole for irrigation of the garden
- Ample space for development
- Prime location in Laingsburg, with easy access to the N1 to Cape Town

Regional Appeal: Laingsburg is a vibrant agricultural and tourist town on the southwestern edge of the Karoo. The surrounding landscape is marked by the majestic Anysberg mountains and Swartberg mountains, offering breathtaking scenery and endless tourism potential.

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Infrastructure Department
Laingsburg Municipality
Private Bag X4
Laingsburg
6900
Tel/Fax: 023 5511 019
Email: jmouton@laingsburg.gov.za

ZONING CERTIFICATE

ERF 2451, HUMPHREY STREET LAINGSBURG

Property Details:

Swallows Nest Guest House

Municipality:

Laingsburg Local Municipality

Town Planning Scheme:

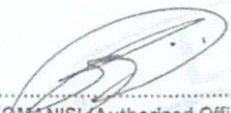
Laingsburg Municipal Land Use Planning By-Law 2015

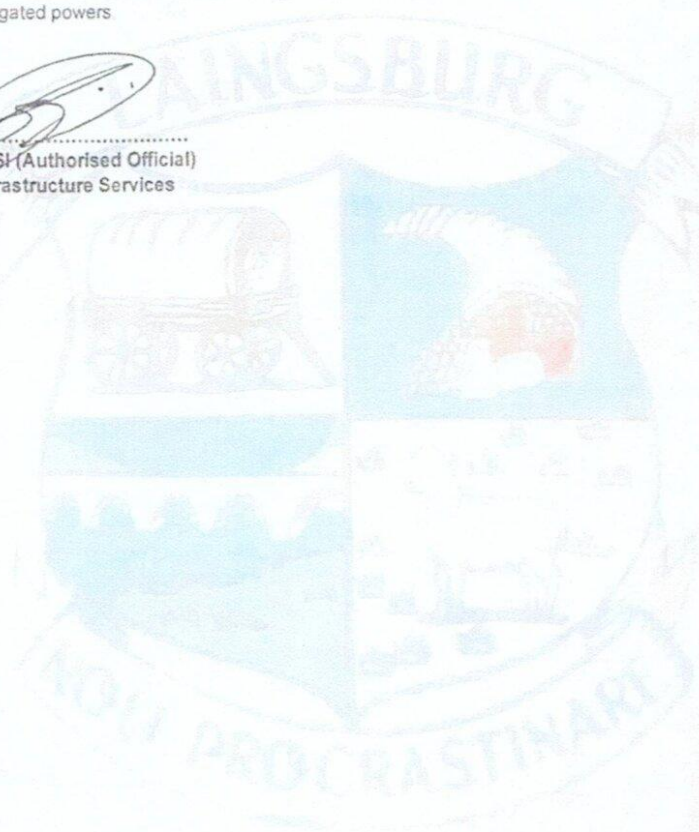
It is hereby certified that the zoning of Swallows Nest Guest house is **General Residential Zone V** and in terms of The Laingsburg Local Municipality Zoning Scheme By-Law 2023 the following uses are permitted:

Primary Use	Consent Use	Land Use Restrictions
Guest lodge	- Backpackers' lodge - Restaurant	- Coverage: 60% - Floor factor: May not exceed 1 - Height: The highest point of a building may not exceed 8,5 metres from natural ground level to the top of the roof. - Building lines: - The street building line is at least 5 metres. - Side and rear building lines are at least 4,5 metres - Parking and access: Must be provided in accordance with this By-law. - Open space: An outdoor living area of at least 10% of the total erf area must be provided. - Service yard: Must be provided on the land unit in accordance with this By-law. - Refuse room: Must be provided on the land unit in accordance with this By-law. - A register of guests and lodgers must be kept and completed when rooms are let. - No more than 20 rooms per land unit may be used for bedroom accommodation for paying guests or lodgers, and no more than 40 paying guests or lodgers may be supplied with lodging or meals at any time. - No alcoholic beverages may be served except to resident guests for consumption on the premises. - Guest rooms may not be converted to, or used as, separate self-catering dwelling units. - Meals may only be supplied to guests or lodgers who have lodging on the property, employees, and the family residing in the guest lodge. - In the absence of a Municipal policy or by-law on outdoor advertising and signage, no advertising sign may be displayed other than a single un-illuminated sign or notice not projecting over a public street and not exceeding 1 m² in area.

Please note:

- The extract information above primarily states land use rights as reflected in the relevant scheme regulations, current Zoning documents of the municipality and doesn't necessarily include reference to all previous land use approvals, restrictions, exclusions or departures. As such, you are therefore required to check the subject property's title deed for any restrictions that might be more onerous and/or records of any other previous approvals, consents, exclusions, or departures granted from the zoning scheme regulations
- The owner shall apply for Municipal Approval for Consent use and the departure from the Land Use Restrictions.
- Use of the property in accordance with the above specified zoning category does not exempt the owner/occupier from compliance with any other legal statutory requirement which may affect the property.
- This document has no status unless signed by the Municipal Manager or other person exercising sub-delegated powers


JX KOMANISI (Authorised Official)
Manager Infrastructure Services



Property Description in *Laingsburg*...

WEB REF: CL963 | POA

Registered Owner:

LIBINET PTY LTD

Registration No:

202058463307

Title Deed Description:

ERF 2451, LAINGSBURG, WESTERN CAPE PROVINCE.

Extent:

40750 m²

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: CL963 | POA

Appie Maritz

082 825 3895

appie.maritz@homeandhectare.com

Albie Loubser

082 573 9902

albie.loubser@homeandhectare.com

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ONLINE AUCTION RULES AND CONDITIONS OF SALE (AGRICULTURAL LAND / GOING CONCERN)
after signing by the PURCHASER and **SELLER**, a purchase agreement will be set

ONLINE AUCTION PLATFORM: <https://veewinkel.co.za/>

DATE OF ONLINE AUCTION: WEDNESDAY 30 SEPTEMBER 2026

OPENING / CLOSING TIME: Bidding starts @ 10:00 and closes @ 15:00

HOME AND HECTARE (PTY) LTD

duly instructed by

REGISTERED OWNER: LIBINET PTY LTD

REGISTRATION NO: 202058463307

(the "**SELLER**")

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

TITLE DEED DESCRIPTION: ERF 2451, LAINGSBURG, WESTERN CAPE PROVINCE.

IN EXTENT: 40750 m²

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**

The online auction is conducted through the platform identified above and must be read together with the **ONLINE AUCTION RULES** published for the auction. If there is a conflict, these Conditions of Sale govern the sale of the **PROPERTY**, while the **ONLINE AUCTION RULES** govern the technical bidding process, subject always to applicable law.

Each registered bidder is responsible for maintaining the confidentiality and security of its login credentials and for all bids submitted through its registered account, unless the bidder proves unauthorised use and notifies the **AUCTIONEER** without delay. A bid is regarded as received only when it is recorded by the online auction platform. A bidder is responsible for its own device, software, data connection and internet access. A technical failure experienced by a bidder does not invalidate a bid already recorded or oblige the **AUCTIONEER** to suspend the auction.

The **AUCTIONEER** may suspend, reopen or extend the online auction if the platform experiences a material technical failure or if this is reasonably required to preserve a fair auction process. Any such decision and revised closing time will be communicated on the platform or by another reasonable electronic method.

Any automatic extension or staggered closing functionality stated in the **ONLINE AUCTION RULES** or displayed on the platform forms part of the auction procedure. Bidding closes only when the platform records that bidding has closed and any applicable extension period has expired.

1.1. The rules of this online 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 in the online auction must register his or her identity on the bidder's record before placing any bid and prior to the commencement of the online 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 registers or participates in the online 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 online auction shall open and close on the dates and times advertised or published on the online auction platform. The platform clock shall govern the opening and closing of bidding, subject to any extension or amendment announced in accordance with the online auction rules.
- 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 disclose on the online auction platform or in the published auction information 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 before or during the online auction publish or otherwise communicate 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 these rules of auction together with the applicable online auction rules and must not bid unless he or she has done so. By registering and placing a bid on the online auction platform, the prospective **PURCHASER** acknowledges that the rules have been read, understood and accepted.
- 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 bidders, including a dispute concerning the timing, sequence, validity or recording of an online bid, the decision of the **AUCTIONEER** shall be final and binding, subject to applicable law.
- 1.15. The **AUCTIONEER** shall be entitled to correct any error made by the **AUCTIONEER** or reflected on the online auction platform and to reopen or extend bidding where reasonably necessary, subject to applicable law and the published online auction rules.
- 1.16. No bid may be withdrawn after it has been recorded on the online auction platform or after the close of bidding 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 upon request after the close of bidding or acceptance of the bid, as applicable.

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 7 OCTOBER 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 **AUCTIONEER / ATTORNEY** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. PURCHASE PRICE

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

- 3.1 a deposit of **5 % (FIVE PERCENT)** of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately upon the close of bidding and notification by the **AUCTIONEER**, 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 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 upon the close of bidding and notification by the **AUCTIONEER**, 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**, as mutually agreed upon by all parties, 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 35A 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:
-

10. EXISTING LEASE AGREEMENTS

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

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

11. REPAIRS AND IMPROVEMENTS

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

12. VOETSTOOTS, EXTENT AND REPRESENTATIONS

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

13. BREACH

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

13.1.1.2 If the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER's** default; **OR**

13.1.2 To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

13.2 Upon cancellation of this agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER's** title or by his permission. Occupation shall be re-delivered to the **SELLER** in the same good condition as at the date of possession, by the **PURCHASER**.

13.3 Occupancy of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

13.4 Notwithstanding what is contained herein, should the **PURCHASER** pay any amount as required under these rules of auction, the parties record and agree that the **AUCTIONEER** shall be entitled to first deduct from any such money paid under these rules of auction, **the value of its commission and any direct costs** incurred and recover any shortfall thereon from the **PURCHASER**.

13.5 It is recorded further that the deduction by the **AUCTIONEER** of commission due to it under the sale does not absolve the **PURCHASER** from any and all other obligations arising from these rules of auction.

14. **LEGAL COSTS**

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

15. **ADDRESS / DOMICILIUM**

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

16. **JOINT AND SEVERAL LIABILITY**

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

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

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

18. **EMPLOYMENT CONTRACTS**

18.1. The parties acknowledge and agree they are aware of the contents and effect of Section 197 of the Labour Relations Act, Act 66 of 1995, and specifically its application to this deed of sale.

18.2. The parties record that, in accordance with the provisions of Section 197 of the Labour Relations Act 1995, the contracts of employment of each of the employees of the **SELLER** who are employed in respect of the **PROPERTY** on the date of transfer will be transferred to the **PURCHASER**.

18.3. The **SELLER** warrants that the list of such employees, the terms of employment applicable to them and all and any claims or entitlements which those employees have arising out of their employment, are contained in Schedule 2 hereto annexed.

18.4. For clarity, the **SELLER** guarantees that no employees, other than those listed in Schedule 2, will be in service on the date of transfer of the **PROPERTY** into the name of the **PURCHASER** and the **SELLER** hereby indemnifies and holds the **PURCHASER** blameless against any claim which may be instituted against the **PURCHASER** by the employees not listed in Schedule 2.

18.5. In the event that the **PURCHASER**, within a period of 12 (twelve) months from the date of registration of the **PROPERTY** in the name of the **PURCHASER**, dismiss any of the employees listed in Schedule 2 (due to farming operational requirements only) the **SELLER** will be responsible to the **PURCHASER** for the following regarding these severance packages:

- 18.5.1. Any accrued leave in respect of the particular employee based on the effective date of transfer of **PROPERTY** in the name of the **PURCHASER**;
- 18.5.2. The value of the severance package of the specific employee as calculated on the effective date of transfer of the **PROPERTY** in the name of the **PURCHASER**.
- 18.6. Except as provided for in clause 18.5 above, the **PURCHASER** hereby indemnifies and holds the **SELLER** blameless against any claim which may be instituted against the **SELLER** by any of the employees transferred to the **PURCHASER** pursuant to clause 18.2 or otherwise arising from the dismissal of any of the said employees after the date of transfer, or arising from the failure of the **PURCHASER** to perform any of its obligations relating to the terms and conditions of employment of the said employees.
- 18.7. Notwithstanding anything to the contrary herein contained the **PURCHASER** shall not be entitled to terminate the services or any employee prior to the registration of transfer of the **PROPERTY**.
- 18.8. The **SELLER** assumes the responsibility of disclosing the contents of this clause 18 to the employees that will be affected by this agreement and to explain its implications to such employees.

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

- 19.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Section 112 of the Companies Act 71 of 2008 ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.
- 19.2. If Section 112 is applicable and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112, within 30 (thirty) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale with the **PURCHASER's** offer to the **SELLER's** attorney.

20. **COMPANY TO BE FORMED**

- 20.1 In the event of the **PURCHASER** signing this agreement in his capacity as agent for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.
- 20.2 In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

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

- 21.1 Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.
- 21.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs these Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the **PURCHASER's** obligations in terms of these rules of auction and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing these rules of auction by the individual. This provision does not apply to instances contemplated in clause 20.

22. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

- 22.1 The **SELLER** hereby undertakes to furnish the **SELLER's** attorneys, prior to transfer to the **PURCHASER**, with a certificate of compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such, shall be borne by the **SELLER**.
- 22.1.1 Upon the **SELLER** furnishing the **SELLER's** attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.
- 22.2 The **SELLER** warrants that, as at date of occupation or transfer, there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.

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

23. **ALIEN AND INVASIVE SPECIES REGULATIONS**

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

24. **MAGISTRATES' COURT JURISDICTION**

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

_____ DAY OF _____ 20 _____

And sold to the highest accepted online bid 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

Name of Employee	Monthly Salary	Years of Service	Accrued Leave	Value of Severance

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

DEED OF SURETYSHIP

I / We the undersigned,

ID NUMBER: _____

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

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____
SURETY

2. _____
SELLER

HOME AND HECTARE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The CLOSE CORPORATION BUYS the following **PROPERTY**

from _____

for **R** _____
2.

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

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Company BUYS the following **PROPERTY**

from _____

for **R** _____
2.

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

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Trust BUYS the following **PROPERTY**

from _____

for **R** _____
2.

That _____ in his capacity as Trustee be and is hereby authorised to

execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

TRUSTEE

53

Snipelisky & Kilian Attorneys
Suite # 7, La Rue des Roses,
2 Main Road
Franschhoek
7690

Prepared by me

CONVEYANCER
LOUIS RUDOLPH LE ROUX
(LPCM NO. 82492)

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R. 3 000 000,00	R. 2014,00
Reason for exemption	Category Exemption	Exemption i to. Sec/Reg. Act/Proc.

630 000,00

000015153/2023

5 17 JUL 2023

DATA / VERIFY

25 -07- 2023

ATHI DAMOYI

T 000028600 / 2023

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

LYNNE BOTHA (82076)

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by

OCKERT JOHANNES VAN HEERDEN
Identity Number 590312 5005 08 2
Married out of community of property

DATA / CAP

24-07-2023

which said Power of Attorney was signed at CAPE TOWN on 25 MAY 2023.

And the appearer declared that his/her said principal had, on 31 July 2022, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

LIBINET PROPRIETARY LIMITED
Registration Number 2020/584633/07

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

ERF 2451 LAINGSBURG
In the LAINGSBURG MUNICIPALITY,
Division of LAINGSBURG,
WESTERN CAPE PROVINCE

IN EXTENT 4,0750 (FOUR COMMA ZERO SEVEN FIVE ZERO) Hectares

FIRST REGISTERED and still held by Certificate of Consolidated Title Number T107726/2003 with Diagram SG No. 335/2002 relating thereto:

- I. INsofar as concerns the figure marked aBCDEFcbaNP on Diagram S.G. No. 335/2002:

"GEREGTIG kragtens Notariële Akte van Serwituut Nr K 174/90 op 'n Serwituut Reg van Weg 6,30 meter wyd en 'n Serwituut Reg om dienste te lei, die roete waarvan omskryf word in algemene terme in genoemde Notariële Akte, oor Erf 1591 Laingsburg, Groot 18,2892 Hektaar gehou kragtens Sertifikaat van Geregistreerde Titel Nr. T11461/1990 met bykomende regte; soos meer volledig sal blyk uit genoemde Notariële Akte."

- II. INsofar as concerns the figure marked MabcGHJKL on Diagram S.G. No. 335/2002:

SUBJECT to the endorsement dated 28 February 1990 on Certificate of Registered Title No. T11461/1990, which endorsement reads as follows:

"Kragtens Notariële Akte van Serwituut Nr K 174/90 gedateer 10/1/90 is die binne gemelde eiendom onderhewig aan 'n serwituut reg van weg 6,30 meter wyd en 'n serwituut reg om dienste te lei, welke roete omskryf word in algemene terme in gesegde Notariële Akte ten gunste van Restant Erf 355 Laingsburg, groot 3,4496 ha gehou kragtens Transportakte Nr T 29659/83 met bykomende regte. Soos meer volledig sal blyk uit gesegde Notariële Akte."

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

OOCKERT JOHANNES VAN HEERDEN, Married as aforesaid

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

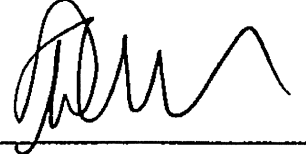
LIBINET PROPRIETARY LIMITED
Registraton Number 2020/584633/07

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 R3 000 000,00 (THREE MILLION RAND) .

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

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on

17 July 2023.



q.q.

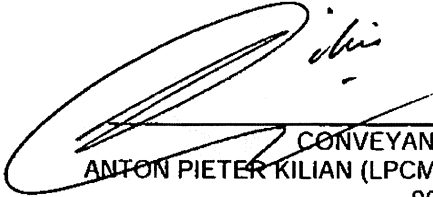
In my presence



REGISTRAR OF DEEDS

Snipelisky & Kilian Attorneys
Suite # 7, La Rue des Roses,
2 Main Road
Franschhoek
7690

Prepared by me


CONVEYANCER
ANTON PIETER KILIAN (LPCM NO.
90522)

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

OCKERT JOHANNES VAN HEERDEN
Identity Number 590312 5005 08 2
Married out of community of property

do hereby nominate and appoint MARGARET ANNE BOAG (82640) and/or LYNNE BOTHA (82076) and/or MELANIE KILIAN (85876) and/or PIETER ANDREAS PRETORIUS (78840) and/or ARNO WATSON (80234) and/or ANDREW MARK HEIBERG (78455) and/or LOUIS RUDOLPH LE ROUX (82492) and/or SARAH NORDIEN (95018)

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

LIBINET PROPRIETARY LIMITED

REGISTRATION NUMBER 2020/584633/07

the property described as:

ERF 2451 LAINGSBURG
In the LAINGSBURG MUNICIPALITY,
Division of LAINGSBURG,
WESTERN CAPE PROVINCE

IN EXTENT 4,0750 (FOUR COMMA ZERO SEVEN FIVE ZERO) Hectares

HELD BY Certificate of Consolidated Title Number T107726/2003

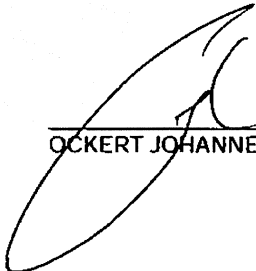
the said property having been sold by me on 31 July 2022, to the said transferee/s for the sum of R3 000 000,00 (Three Million Rand)

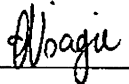
and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall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

Signed at Cape Town on 25/05/2023
in the presence of the undersigned witnesses.

AS WITNESSES :

1. 


OCKERT JOHANNES VAN HEERDEN

2. 





**Transfer Duty
Declaration**

TDREP

Reference Details

Transfer Duty Reference Number: TDE0503C9C

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name VAN HEERDEN
ID Number 5903125005082
Company / CC / Trust Reg No.

Full Name OCKERT JOHANNES
Date of Birth (CCYYMMDD) 1959-03-12
Marital Status M.O.C OF PROPERTY

Details of Purchaser / Transferee

Full Name
Company / CC / Trust Reg No. 202058463307

Surname / Registered Name LIBINET PTY LTD
Marital Notes if applicable

Details of the Property

Date of Transaction/Acquisition (CCYYMMDD) 2022-07-31
Total Fair Value R 3000000.00

Total Consideration R 3000000.00

Calculation of Duty and Penalty / Interest

Transfer Duty Payable on Natural Person R 3000000.00

Property Description

1 ERF 2451 LAINGSBURG
SITUATED IN THE LAINGSBURG MUNICIPALITY
WESTERN CAPE PROVINCE
IN EXTENT 4.0750H

Receipt

Receipt Details

Transfer Duty Reference Number TDE0503C9C
Receipt Amount R 148000.00

Receipt No. 1201023345

Declaration by Conveyancer / Attorney

ANTON PIETER KILIAN

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.

Please ensure you sign over the 2 lines of 'X's above

Date (CCYYMMDD)

20220909

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



LAINGSBURG LOCAL MUNICIPALITY

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 LAINGSBURG LOCAL 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 Laingsburg Local 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): ERF 2451 LAINGSBURG

Erven: 2451

Portion: 0

Extension: LAINGSBURG

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: OCKERT JOHANNES VAN HEERDEN (5903125005082)

Name and Identity/ Registration Number of all purchaser/s: LIBINET PROPRIETARY LIMITED (2020/584633/07)

This Certificate is valid until: 20/08/2023

Given under my hand at LAINGSBURG on 21/06/2023

Digitally signed by Laingsburg Municipality
Signee: Antoinette Van Der Merwe
Sign date: 21/06/2023 10:46:51.561 AM
Expiration date: 13/03/2026 08:43:11 AM

MUNICIPAL MANAGER
Laingsburg Local Municipality

Date issued: 21/06/2023

Authorised Officer: Antoinette van der Merwe

Certificate By Conveyancer:

I Louis Rudolph Le Roux (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 Laingsburg Local Municipality.

Conveyancer

Date

23 / 6 / 2023

21 Digit Code (or Municipal Reference Number): ERF 2451 LAINGSBURG

Page 1 of 1

Certificate number: 12539368