



Upcoming Tender in
Jansenville...

WEB REF: RL4604 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Tender in *Jansenville...*

WEB REF: RL4604 | POA

Tender Closes:	Tuesday 29 November 2022 @ 12:00
View:	By appointment only
Venue:	Home & Hectare Office 43B – 6 th Avenue, Walmer, 6070
Online:	Click here

HOME & HECTARE
REAL ESTATE SPECIALISTS

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

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MEMBER OF THE BKB GROUP

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

Farm for Sale in *Jansenville*...

INCLUDING A LIST OF MOVABLES (SEE NEXT PAGE)

617 Ha Farm for Sale

Area: Jansenville, Eastern Cape (situated alongside the R75, approx 120km from Port Elizabeth and 77km from Kariega (Uitenhage))

This farm consists of the following:

Fully fenced.

There are several boreholes on the farm but only one is in use. The water is drinkable. The borehole pumps 10 000L per hour.

Sufficient water for +- 2Ha of irrigation

400mm rainfall per year

Eskom power.

Carrying capacity of +- 300 sheep

This area is very popular for sheep farming as well as cattle. It is very lucrative for game farming.

There is also a house that consists of the following:

3 Bedrooms

2 bathrooms

Kitchen with scullery

Lounge and Dining Room

Garaging for 2 vehicles

Big stoep

ITEMS	NUMBER
1. Ball and claw 3 seater sofa	1
2. Ball and claw chair	1
3. Ball and claw chair	1
4. Ball and claw chair	1
5. Ball and claw chair	1
6. Coffee table	1
7. Coffee table	1
8. Side table	2
9. Dining table set with 6 chairs	1
10. Sideboard server	1
11. Showcase display cabinet	1
12. Dining table with 4 chairs	1
13. Kelvinator refrigerator	1
14. Wardrobe	1
15. Headboard	1
16. Double bed and base	1
17. Single bed and base	1
18. Chest of drawers	1
19. Single bed and base	1
20. Single bed and base	1
21. Ball and claw 3 seater sofa	1
22. Ball and claw chair	1
23. Ball and claw chair	1
24. Chest of drawers	1
25. Wardrobe	1
26. Chair	1
31. Ford Ranger 2007 2.5TD DSF923EC, 185331km	1
32. Toyota Hilux 2019 2.8 GD-6 Raider 4x4 P/U JKL778EC, 19 581km	1
33. Hoespoed trailer 1990 CDS973EC –Poor condition	1

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Property Summary in *Jansenville*...

WEB REF: RL4604 | POA

Registered Owner:

Masters Ref No:

Title Deed No:

Title Deed Description:

EXECUTOR IN THE ESTATE LATE SL SNYMAN

4844/2021

T54569/1988CTN

1. REMAINDER OF PTN 4 OF THE FARM 61 MATJESGOED FONTEIN, UITENHAGE RD, EASTERN CAPE PROVINCE. EXTENT: 132.9008 HA
2. REMAINDER OF PTN 12 [PTN OF 3-BALMASACHARY] FARM 61 MATJESGOED FONTEIN, UITENHAGE RD, EASTERN CAPE PROVINCE.. EXTENT: 326.6303 HA
3. PTN 13 [PTN OF 12-ANNEX BIESJESVLEI] FARM 61 MATJESGOED FONTEIN, UITENHAGE RD, EASTERN CAPE PROVINCE. EXTENT: 157.1737 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 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: RL4604 | POA

Gail Botha

082 337 7454

Gail.botha@homeandhectare.com

Renier Zietsman

082 491 5182

Renier.zietsman@bkb.co.za

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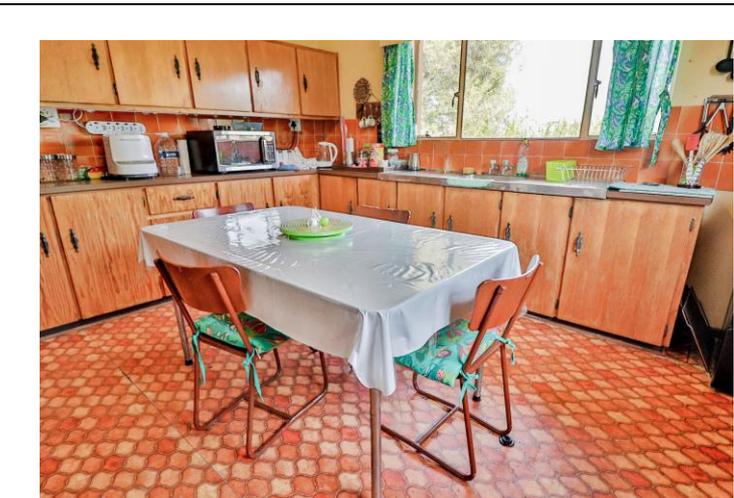
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ITEM: NO:	Ball and claw 3-seater sofa 1	
ITEM: NO:	Ball and claw chair 2	
ITEM: NO:	Ball and claw chair 3	

<p>ITEM: Ball and claw chair</p> <p>NO: 4</p>		 <p>A photograph of a dark wood ball and claw chair with ornate carvings on the legs and arms. The chair is upholstered in a dark fabric with a large, intricate floral pattern in gold and blue. It is positioned on a patterned carpet in a room with wood-paneled walls and brown curtains. A date stamp '31/07/2021' is visible in the bottom right corner of the image.</p>
<p>ITEM: Ball and claw chair</p> <p>NO: 5</p>		 <p>A photograph of a similar ball and claw chair to the one in the first row, featuring the same dark wood frame and floral upholstery. This chair is shown from a slightly different angle, highlighting its curved backrest and decorative armrests. It is set in a room with wood paneling and a patterned carpet. A date stamp '31/07/2021' is visible in the bottom right corner.</p>
<p>ITEM: Coffee table</p> <p>NO: 6</p>		 <p>A photograph of a metal coffee table with a two-tier design and casters. The table is made of polished metal and is positioned on a patterned carpet. In the background, a sofa with floral upholstery and a brick fireplace are visible. The room has wood-paneled walls and a window with curtains.</p>

<p>ITEM: Coffee table</p> <p>NO: 7</p>	
<p>ITEM: Side table (3)</p> <p>NO: 8</p>	
<p>ITEM: Dining table with 6 chairs</p> <p>NO: 9</p>	

<p>ITEM: Sideboard server</p> <p>NO: 10</p>	
<p>ITEM: Showcase display cabinet</p> <p>NO: 11</p>	
<p>ITEM: Kitchen table with 4 chairs</p> <p>NO: 12</p>	

<p>ITEM: Kelvinator refrigerator</p> <p>NO: 13</p>		 <p>31/07/2021</p>
<p>ITEM: Wardrobe</p> <p>NO: 14</p>		 <p>31/07/2021</p>
<p>ITEM: Headboard</p> <p>NO: 15</p>		 <p>31/07/2021</p>

ITEM: NO:	Double bed and base 16	 <p>A photograph of a double bed with a floral patterned bedspread. The bed is covered with various items of clothing, including a green jacket, a blue shirt, and a pair of pants. A date stamp '31/07/2021' is visible in the bottom right corner of the image.</p>
Item No:	Single bed and base 17	 <p>A photograph of a single bed with a floral patterned bedspread. The bed is positioned in a room with a wooden chair and a shelf above it. The room has a window with white curtains and a wooden floor.</p>
ITEM: NO:	Chest of drawers 18	 <p>A photograph of a wooden chest of drawers with multiple drawers. The chest is made of dark wood and has several drawers with round knobs. A small stool is visible next to it on a wooden floor.</p>

<p>Item No: 19</p>	<p>Single bed and base</p>	 <p>A photograph of a single bed with a white base, covered in a blue and white striped duvet and a dark blue blanket. A matching striped pillow is at the head. The bed is in a room with a grey carpet, a wooden cabinet, and a stool in the background. A date stamp '31/07/2021' is in the bottom right corner.</p>
<p>ITEM: NO: 20</p>	<p>Single bed and base</p>	 <p>A photograph of a single bed with a white base, covered in a blue and white striped duvet and a dark blue blanket. A matching striped pillow is at the head. The bed is in a room with a grey carpet and a plain wall. A date stamp '31/07/2021' is in the bottom right corner.</p>
<p>Item No: 21</p>	<p>Ball and claw 3 seater sofa</p>	 <p>A photograph of a brown leather ball and claw 3 seater sofa with dark wood framing and curved legs. It is positioned on a green carpet in a room with a wooden door and a plain wall.</p>

<p>ITEM: 22</p>	<p>Ball and claw chair</p>	 A wooden ball and claw chair with a yellow, ribbed seat cushion. The chair has a high back with vertical slats and curved arms with decorative ball finials. The legs are curved and end in claw feet. It is positioned in a room with floral wallpaper.
<p>Item No: 23</p>	<p>Ball and claw chair</p>	 A wooden ball and claw chair with a brown, textured seat cushion. The chair features a high back with vertical slats and curved arms with ball finials. The legs are curved and end in claw feet. It is set against a wall with floral wallpaper next to a wooden wardrobe.
<p>ITEM: 24</p>	<p>Chest of drawers</p>	 A wooden chest of drawers with a light wood finish. It has two rows of drawers: the top row has three drawers and the bottom row has four drawers. Each drawer has a simple, dark handle. The chest is placed in a room with wood-paneled walls and a door.

<p>Item</p> <p>No:</p>	<p>Wardrobe</p> <p>25</p>	
<p>ITEM:</p> <p>NO:</p>	<p>Chair</p> <p>26</p>	
<p>Item</p> <p>No:</p>	<p>Ford Ranger 2007 2.5TD DSF923EC, 191886km (horn does not work)</p> <p>27</p>	

Item

Toyota Hilux 2019 2.8
GD-6 Raider 4x4 P/U
JKL778EC, 27678km

No:

28



Item Hoespoed trailer 1990
CDS973EC –Poor
condition (three
wheels missing,
rusted body etc.)

No: 29





CONDITIONS OF TENDER AND OF SALE

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

duly authorized by: **EXECUTOR IN THE ESTATE LATE STEPHANUS LOUIS SNYMAN**
REFERENCE NUMBER: 4844/2021
(Hereinafter referred to as the **SELLER**)

offers to sell by public tender the following **PROPERTY** namely:

REMAINDER OF PTN 4 OF THE FARM 61 MATJESGOED FONTEIN, UITENHAGE RD, EASTERN CAPE PROVINCE.

EXTENT: 132.9008 HA

REMAINDER OF PTN 12 [PTN OF 3-BALMASACHARY] FARM 61 MATJESGOED FONTEIN, UITENHAGE RD, EASTERN CAPE PROVINCE.

EXTENT: 326.6303 HA

PTN 13 [PTN OF 12-ANNEX BIESJESVLEI] FARM 61 MATJESGOED FONTEIN, UITENHAGE RD, EASTERN CAPE PROVINCE.

EXTENT: 157.1737 HA

(Hereinafter referred to as the **PROPERTY**)

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

1. The highest or any tender shall not necessarily be accepted or made known.
2. The sale shall take place in terms of the South African monetary unit.
3. Should the **PROPERTY** be purchased on behalf of a third party without proof of authority being furnished to the satisfaction of **HOME AND HECTARE** immediately, the actual **TENDERER** will be held personally responsible for the fulfilment of the conditions of sale.
4. If the **PURCHASER** signs this tender on behalf of a company/close corporation/trust, the **PURCHASER** hereby guarantees to both the **SELLER** and **HOME AND HECTARE** that the company/close corporation/trust described as **PURCHASER** in terms of these conditions is an existing company/closed corporation/trust registered in terms of the relevant legislation. The **PURCHASER** declares that he/she is authorised to act on behalf of the company/close corporation/trust.
5. If the **PURCHASER** signs this tender as trustee or agent for a company/close corporation to be incorporated, the **PURCHASER** in his personal capacity shall be regarded as **PURCHASER** in terms of this tender unless the said company/close corporation is incorporated and duly adapts and ratifies this offer within 30 (thirty) days from signature hereof by the **SELLER**, in which event the **PURCHASER** by his signature hereto interposes and binds himself in favour of the **SELLER** as surety for and co-principal debtor *in solidum* with such company/close corporation for the due and timeous performance by it of all its obligations as **PURCHASER** in terms of these conditions.
6. The **PROPERTY** is sold according to the existing Diagram(s) and Deed(s) of Transfer of the **SELLER** which shall on request, at the time of the sale, be produced. The **SELLER** shall not be liable for any deficiency or difference in extent which may be revealed on re-survey of the **PROPERTY**, nor shall the **SELLER** benefit by any possible surplus. The **PROPERTY** is further sold subject to all conditions of servitude(s), if any, attaching thereto or which are mentioned or referred to in the said Title Deed(s) of the **SELLER**.
7. The **PROPERTY** is sold "voetstoots" as it stands and in the present condition of all buildings, erections or other improvements. The **PROPERTY** is further sold without any express or implied warranty against patent or latent defects or of any other description whatsoever. The **PURCHASER** acknowledges and declares that he has carefully inspected the **PROPERTY** and all improvements thereon, both completed and partially completed and that he has knowledge of and is satisfied with the condition of the **PROPERTY**.

8. Tender closes at **12H00 on TUESDAY 29 NOVEMBER 2022**
- Duly completed tenders in sealed and stamped envelopes, clearly marked:
- “TENDER: MATJESGOED FONTEIN”** must reach the offices of **HOME AND HECTARE (Pty) Ltd**
- Home & Hectare Office, 43B – 6th Avenue, Walmer, Port Elizabeth, 6070**
- by no later than **12H00 on TUESDAY 29 NOVEMBER 2022**
- Tender documents must be accompanied by proof of payment of a R10 000-00 compulsory refundable deposit.**
- Bank details: HOME AND HECTARE (PTY) LTD; ABSA - Account Number: 4053123792 - Branch code: 632 005**
9. The sale is subject to the approval of the **SELLER** and the **TENDERER**, together with his sureties, if any, shall be bound by his bid until **12H00 on TUESDAY 1 DECEMBER 2022** before the expiry of which time and date the **TENDERER** shall be advised whether the sale is confirmed or not. Should the sale not be confirmed all monies paid by the **TENDERER** or deposited by the **TENDERER** as herein required, shall be immediately refunded to the **TENDERER**, free of interest, unless otherwise agree upon.
- 9.1 The **PURCHASER** hereby declares that he will be available at the telephone number / facsimile number which he will supply when signing this tender, until the time and date as mentioned in clause 9 in order for the **PURCHASER** to receive confirmation of the sale or otherwise. Should the **PURCHASER** or his nominee not be available at the time of confirmation of the sale, confirmation shall be deemed to have been communicated to the **PURCHASER** at the time of acceptance of this offer by the **SELLER**.
10. Unless otherwise arranged with **HOME AND HECTARE**, the purchase price of the **PROPERTY** shall be paid as follows:
- 10.1 a deposit of **TEN PERCENT (10%)** of the purchase price payable in cash or by means of a bank guaranteed cheque on the day of confirmation and the balance of the purchase price in cash on registration of transfer of the **PROPERTY** into the name of the **PURCHASER**.
- 10.1.1 The **PURCHASER** shall within **THIRTY (30)** days after date of confirmation of the sale, as aforementioned, on request by the **SELLER** or his Agent, furnish an acceptable irrevocable guarantee(s) payable free of bank commission or exchange at such place or places, and to such person or persons as is required by the **SELLER** or his Agent for the due payment thereof.
- 10.1.2 The **PURCHASER** shall pay to the **SELLER** occupational interest on the balance of the purchase price, **as mutually agreed by both parties** per annum, payable from date of occupation to date of payment of the full purchase price, which occupational interest shall be paid monthly in advance by the **PURCHASER** to the **SELLER** on date of occupation and on the first day of every consecutive month thereafter (calculated pro-rata for any portion of a month), until the **PURCHASER** has received transfer of the **PROPERTY** into his name.
11. Possession and occupation of the **PROPERTY** shall be given subject to the conditions contained in Clause 12, to the **PURCHASER** on **REGISTRATION** from which date the **PROPERTY** with all buildings and improvements thereon shall be and remain at the sole risk of the **PURCHASER**, and the profit or loss in respect of the **PROPERTY** shall be to the benefit or detriment of the **PURCHASER**.
12. The **PROPERTY** is sold subject to the rights of the existing tenant(s), if any, and the **PURCHASER** himself will have to arrange with the tenant(s) to vacate the premises from the date of occupation. The **SELLER** shall, however, refund to the **PURCHASER** any rental received by the **SELLER** for any period after date of occupation.
13. Transfer of the **PROPERTY** shall be effected in due form to the **PURCHASER** by the **SELLER'S** attorney(s).
14. From date of possession and occupation, the **PURCHASER** shall be obliged to insure all buildings on the **PROPERTY** against loss by fire and other perils at his own cost and to cede such policy to the **SELLER** as collateral security until such time as the **PURCHASER** has received transfer of the **PROPERTY** and made payment of the purchase price.
15. The **PURCHASER** is further responsible for the following:
- 15.1 Payment of agents' commission at the rate of **FIVE PERCENT (5%)**, calculated on the full purchase price, plus VAT at the ruling rate to **HOME AND HECTARE** which commission will be deemed to have been earned on acceptance of this offer by the **SELLER** and is payable on date of acceptance.
- Should the **SELLER** or **PURCHASER** fail to meet their commitments under this agreement and as a result the sale is cancelled, **HOME AND HECTARE** has the right to such commission from the party responsible for breach of contract. It is hereby recorded that should this sale be cancelled by mutual agreement between the **SELLER** and **PURCHASER** then **HOME AND HECTARE** will be entitled to the commission under this agreement which will be payable jointly and severally by the **SELLER** and **PURCHASER**.
- The **SELLER** and the **PURCHASER** declare that **HOME AND HECTARE** was the effective cause of the sale and the **PURCHASER** confirms that no other agent or agency introduced the **PROPERTY** to the **PURCHASER**.

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

- 15.2 Payment of all rates and taxes and other charges payable or already paid in respect of the **PROPERTY** calculated pro rata from date of possession by the **PURCHASER**.
 - 15.3 Payment of Transfer Duty in terms of the Transfer Duty Act of 1949 as amended, or VAT (Value Added Tax) on the purchase price, whichever is applicable.
 - 15.4 Payment of the cost of the Land Surveyor pointing out the land and the beacons thereon if required.
 - 15.5 Payment of all transfer costs in accordance with Regulation 85 of the deeds Registration Act No. 47 of 1937, as amended, including the cost of obtaining any permit, certificate of identification or official consent which may be required in accordance with the provisions of any law applicable to Soil Conservation, sub-division of ground and the preservation of natural resources and physical planning.
 - 15.6 Payment of the cost of obtaining a certified copy of the Diagram, or Diagrams of the **PROPERTY**, if required.
 - 15.7 Payment of the cost of any new Diagram should a re-survey, sub-division or consolidation be required.
16. Where applicable the **SELLER** is responsible for obtaining at his expense, a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended, if such a current Certificate is not available. The **SELLER** shall within 14 (fourteen) days of fulfilment of the suspensive conditions as in clause 2 of this agreement, and after the **PURCHASER** paid the transfer fees, and signed the transfer documents, obtain and deliver the said Certificate to the Conveyancer. Should the **SELLER** fail to furnish the Certificate of Compliance for the electrical installation, the **PURCHASER** will be entitled to obtain the certificate and in that event the **SELLER** hereby authorises the Conveyancer to deduct the cost of obtaining such certificate from the net proceeds and to reimburse the **PURCHASER**. The **SELLER** undertakes not to make any changes in respect of the electrical installation in the **PROPERTY** after delivery of the Certificate of Compliance.
17. The **PURCHASER** is obliged to request the transfer attorney, after confirmation of the sale, to provide a valid income tax exemption certificate.
18. This agreement shall not be declared invalid as a result of any error in the description (as contained herein) of the **PROPERTY**. Neither the **SELLER** nor the **PURCHASER** shall as a result of such error be entitled to make any claim the one against the other, but the mistake shall be rectified as soon as it is discovered.
19. The **PURCHASER** and the **SELLER** hereby acknowledge that this Agreement constitutes the entire agreement between them. Furthermore, no deviation from the conditions thereof shall be valid unless it is recorded in writing and signed by both **PURCHASER** and **SELLER**.
20. Should the **PURCHASER** fail or neglect to fulfil all the conditions of these Conditions of Sale promptly, the **SELLER** at his entire discretion shall have the right to demand specific performance of the conditions of these Conditions of Sale, or alternately to claim cancellation of the sale.

In the latter event the **SELLER** shall have the right to repossess the **PROPERTY** together with all improvements thereon, in which case the **PURCHASER** undertakes to vacate the **PROPERTY** within 48 hours of receiving notice from the **SELLER** of such neglect to fulfil any of the conditions and the **PURCHASER** shall forfeit in favour of the **SELLER**, all payments already made by the **PURCHASER** in terms hereof. The **PURCHASER** shall further not be entitled to demand any compensation in respect of any improvements effected by the **PURCHASER** on the **PROPERTY** or in respect of any buildings or other erections erected by him on the **PROPERTY**.

21. Should the **PURCHASER** breach, or otherwise fail to comply with any of the terms and conditions hereof and remain in default for a period of 7 (seven) days after receipt of written notice sent by prepaid registered post, requiring such default to be remedied, the **SELLER** shall be entitled, but not obliged- without prejudice to any other rights he may have at law- to cancel the Agreement forthwith and receive or retain as "rouwkoop", or as a genuine pre-estimate of damages sustained, the balance of the deposit and any other monies paid by the **PURCHASER**, after deduction of the commission payable to the Agent. Should the **PURCHASER** fail or refuse to pay any amount in terms of this agreement on due date thereof as requested, said amount will accrue interest at the maximum rate applicable in terms of Act 74 of 1968 as amended. The said interest will be calculated daily and be compounded monthly, and the said interest will be payable on demand.
22. No indulgence shown, extension given, or right waived by the **SELLER** to the **PURCHASER** in respect of any payment or other requirement for the execution of these conditions of sale by the **PURCHASER** shall be regarded as a waiver by the **SELLER** of his rights to demand at any time and without notice that each and every condition of these conditions of sale should be promptly carried out by the **PURCHASER** notwithstanding anything in conflict with the provisions of the Common Law as applied in the Republic of South Africa or with any of the conditions of these conditions of sale whether explicit or implicit.

23. Should the **SELLER** so elect the **PURCHASER** hereby consents in accordance with the provisions of Section 45 of Act 32 of 1944, or any amendment or substitution thereof, that the **SELLER** may institute any action which he may have against the **PURCHASER** for the enforcement of his rights under this Agreement in the Magistrate's Court of any district which may have jurisdiction in respect of the **SELLER** in terms of Section 28 of the said Act, or any amendment thereof or substitution thereof.
24. Except in so far as herein specifically provided the **PURCHASER** does not accept responsibility for any obligation to the **SELLER** in respect of the **PROPERTY** whether contractual or otherwise as a result of any law, ordinance, regulation or local by-law and the **SELLER** shall be obliged to fulfil such obligation and make payment of any such amount as may be owing in terms thereof.
25. All offers for a higher purchase price made after the closing time and date of the tender but before acceptance by the **SELLER** will be made to the Agents. No offers will be considered by the **SELLER** unless such offers are made to the Agent. **The highest TENDERER will have the first right of refusal from date of closure of this tender until date of acceptance.**
26. The **SELLER** declares that the **PROPERTY** as described herein is not subject to any lease agreement usufruct and/or use and that no option and/or right of first refusal has been granted to any person whatsoever and/or exists in respect of the **PROPERTY**.
27. For purposes of this agreement, the parties choose *domicilium citandi et executandi* at the addresses which they will supply to **HOME AND HECTARE** on completion of this agreement.
28. The **SELLER** further declares that he/she has adhered to all relevant Laws eg. Water Act, Act 36 of 1998. Neither the **PURCHASER** or **HOME AND HECTARE** will be held responsible regarding any misrepresentation in this regard.
29. All information supplied by **HOME AND HECTARE** about the properties was done on behalf of the **SELLER** and no claims can be launched against **HOME AND HECTARE** (Pty) Ltd as the agent.
30. The **SELLER** guarantees herewith that besides himself, his family and tenants, all farm labourers of occupants on the farm as described in Section 1 of Act 3 of 1996 or as described in Section 1 of Act 62 of 1997 are legal and that no illegal occupant occurs on the farm as described in section 1 of Act 19 of 1998. (referred to as the illegal Eviction Act – Act 19 of 1998).

It is herewith declared that the **SELLER** has identified all farm labourers and occupants on the farm to the buyer.

The **SELLER** guarantees that there are no other labourers or occupants on the **PROPERTY** except for those that has been already identified.

The **SELLER** guarantees that he did not give any permission to anyone according to ESTA legislation to illegally occupy some land as was intended in Chapter 3 of Laws 3 of 1996 and he also guarantees that there is no pending judgements in terms of Chapter 3 of the Land reform Act.

SELLER accepts all responsibilities for labour legislation as set out in the following by laws.

Land Reform Act – Act 3 of 1996
Occupational Rights Law or ESTA – Act 62 of 1997
Illegal Eviction Act – Act 19 of 1998

31. The **SELLER** and **PURCHASER** agree that:
- 31.1 The Purchase Price is exclusive of VAT.
- 31.2 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.
- 31.3 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.
32. **CONSUMER PROTECTION ACT**
- 32.1 The **SELLER** warrants to both the **PURCHASER** and the agent that he is not engaged in the purchase of immovable **PROPERTY** on an on-going basis and that the **PROPERTY** is not being sold in the ordinary course of the **SELLER'S** business.
- 32.2 The **SELLER** and **PURCHASER** are aware that the **SELLER'S** warranty herein means that the Consumer Protection Act 68 of 2008 does not apply to this purchase agreement that comes into existence upon acceptance of this purchase agreement and that the relationship between the parties is not governed by the said act.

33. **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.

ADDITIONAL CONDITIONS

1. **WE ALSO REFER YOU TO THE AGREEMENT OF SALE DATED 30/08/2018 CLAUSE 11.2 REGARDING A FENCE THAT NEEDS TO BE ERECTED BY THE ESTATE.**
2. **IT WILL BE THE DUTY OF THE SELLER TO REMOVE THE OCCUPANTS AND THE SELLER WILL BARE THE COSTS.**
3. **THE PURCHASE IS SUBJECT TO THE CONSENT OF THE MASTER OF THE HIGH COURT.**
4. **SEE LIST OF MOVABLES ATTACHED AS SCHEDULE 2.**

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:

TENDER

I/WE, the undersigned

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

hereby offer the amount of: R _____

(_____) for the purchase of the **PROPERTY** as described herein, subject to the foregoing terms and conditions.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

TENDERER / PURCHASER

TENDERER'S/PURCHASER'S SPOUSE

I, the **TENDERER/PURCHASER's** Spouse

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

hereby grant my permission for the purchase of the **PROPERTY** as described herein, subject to the foregoing terms and conditions.

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

TENDERER'S / PURCHASER'S SPOUSE

ACCEPTANCE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

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

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SELLER'S SPOUSE

The sale of the herein mentioned **PROPERTY** is hereby accepted by me, the **SELLER's** Spouse

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

hereby grant my permission for the purchase of the **PROPERTY** as described herein, subject to the foregoing terms and conditions.

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER'S SPOUSE

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

For: HOME AND HECTARE (PTY) LTD

SCHEDULE 1

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 THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SCHEDULE 2
LIST OF MOVABLES

ITEMS	NUMBER
1. Ball and claw 3-seater sofa	1
2. Ball and claw chair	1
3. Ball and claw chair	1
4. Ball and claw chair	1
5. Ball and claw chair	1
6. Coffee table	1
7. Coffee table	1
8. Side table	2
9. Dining table set with 6 chairs	1
10. Sideboard server	1
11. Showcase display cabinet	1
12. Dining table with 4 chairs	1
13. Kelvinator refrigerator	1
14. Wardrobe	1
15. Headboard	1
16. Double bed and base	1
17. Single bed and base	1
18. Chest of drawers	1
19. Single bed and base	1
20. Single bed and base	1
21. Ball and claw 3-seater sofa	1
22. Ball and claw chair	1
23. Ball and claw chair	1
24. Chest of drawers	1
25. Wardrobe	1
26. Chair	1
27. 308 Musgrave serial: R 800 89 (worn)	1
28. Mossberg & Sons .22 rifle New Haven	1
29. 38 special revolver – good (unseen)	1
30. Repeater shotgun – good (unseen)	1
31. Ford Ranger 2007 2.5TD DSF923EC, 185331km	1
32. Toyota Hilux 2019 2.8 GD-6 Raider 4x4 P/U; JKL778EC, 19 581km	1
33. Hoespoed trailer 1990 CDS973EC – Poor condition	1

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 the amount of R _____

2. That _____ in his capacity as Member
be and is hereby authorized 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 the amount of R _____

2. That _____ in his capacity as Director be and is hereby authorized 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 the amount of R _____

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

Certified a true copy,

TRUSTEE

126
Andre du Plessis
043 642 1982

Para 1

559.90

Kragtens Notariële Akte nr. **K.000000956/2011** is die binnevermelde eiendom onderhewig aan die reg ten gunste van **ESKOM** om ek-kristal daaroor te lei, tesame met bykomende regte, en onderhewig aan voorwaardes, soos volledig sal blyk uit die aangegeve Akte (en Kaart), afskrif waarvan hieraan geheg is.

Aktekantoor Kaapstad **11.07.90** *[Handwritten Signature]*
Akte-registrateur van Aktes

Para 1

KRAGTENS ONDERGEMELDE NOTARIËLE AKTE IS DIE ROETE VAN DIE BINNEGEMELDE KRAGLYNSERWITUUT BEPAAL.	BY VIRTUE OF THE UNDERMENTIONED NOTARIAL DEED THE ROUTE OF THE WITHINMENTIONED POWERLINE SERVITUDE HAS BEEN DETERMINED.
K 752.94 S	<i>[Handwritten Signature]</i> REGISTRATEUR/REGISTRAR
05.08.94	

T 54569.88 CTN

TRANSPORTAKTE

Opgestel deur my:
A. A. Louw
Transportbesorger
LOUW H A

(UIT KRAG VAN 'N PROKURASIE)

~~PAUL ALEXIS KLOPPERS~~ Hierby word bekend gemaak

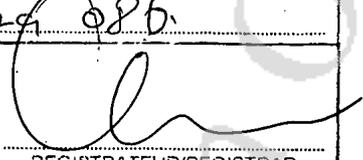
Dat ~~HERPHIUS STEIN~~ PAUL ALEXIS KLOPPERS

voor my, Registrateur van Aktes, te KAAPSTAD, verskyn het, hy die genoemde Komparant synde behoorlik daartoe gemagtig deur 'n volmag, geteken te PORT ELIZABETH op die 4de dag van AUGUSTUS 1988 en aan hom verleen deur

Die Eksekuteur in die Boedel van Wyle
THOMAS LEWEY SNYMAN

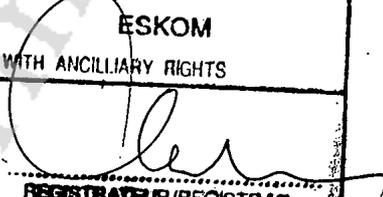
VIR ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE 7

7-

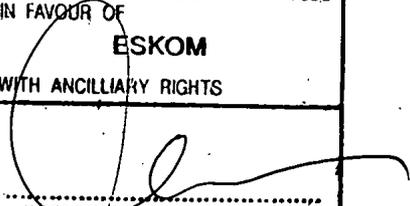
DIE IDENTITEITSNOMMER VAN DIE	THE IDENTITY NUMBER OF THE
<i>Tree</i>	
IS VERANDER NA	HAS BEEN CHANGED TO
<i>S30514 5029 086</i>	
	
2011-10-21	
REGISTRATEUR/REGISTRAR	

03 70 11

PARA 3

DIE BINNEGEMELDE EIENDOM IS ONDERHFWIG AAN 'N KRAGLYNSERWITUUT TEN GUNSTE VAN	THE WITHINMENTIONED PROPERTY IS SUBJECT TO A POWERLINE SERVITUDE IN FAVOUR OF
ESKOM	ESKOM
MET BYKOMENDE REGTE	WITH ANCILLIARY RIGHTS
K 000000956 / 20 S	
2011-10-21	
REGISTRATEUR/REGISTRAR	

PARA 1

DIE BINNEGEMELDE EIENDOM IS ONDERHFWIG AAN 'N KRAGLYNSERWITUUT TEN GUNSTE VAN	THE WITHINMENTIONED PROPERTY IS SUBJECT TO A POWERLINE SERVITUDE IN FAVOUR OF
ESKOM	ESKOM
MET BYKOMENDE REGTE	WITH ANCILLIARY RIGHTS
K 000000958 / 20 S	
2011-10-21	
REGISTRATEUR/REGISTRAR	

VIR ENDOSSEMENT KYK BLADSY
FOR ENDORSEMENTS SEE PAGE 8

welke Volmag, in die teenwoordigheid van getuies, volgens wet onderteken, hede aan my getoon is;

EN NADEMAAL die gemelde oorledene op 1 Desember 1987 te sterwe gekom het en die ondergemelde eiendom aan die ondergemelde Transportnemer toekom kragtens die Gesamentelike Testament gedateer 17 November 1977 en die Kodisil daartoe gedateer 21 November 1977 van gemelde oorledene en langsliewende eggenote ANNA SNYMAN, Identiteitsnommer 320304 0022 00-3, wie in gemeenskap van goed met mekaar getroud was; onderhewig aan 'n reg van habitatio ten gunste van gemelde langsliewende en van welke reg op 27 Julie 1988 afstand gedoen is; en onderhewig aan die betaling van sekere jaargeld, welke jaargeld betaal of verseker is; en verder onderhewig aan Klousule 7 van gemelde Testament, hierna volledig vermeld;

EN NADEMAAL gemelde Testateurs hul boedels saamgesmelt het, en die langsliewende geadieer het;

NOU DERHALWE SEDEER en TRANSPORTEER hy die gesegde Komparant in sy hoedanigheid soos voormeld, hiermee in volkome en vrye eiendom aan en ten gunste van

STEPHANUS LOUIS SNYMAN

Identiteitsnommer 530514 5029 00-3

ongetroud

Blanke Groep

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes;

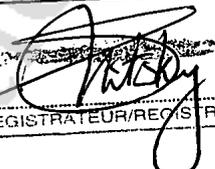
1. **GEDEELTE 1** (Biejies Vley) van die Plaas Paarden Laaghte Nr. 62, in die Afdeling van UITENHAGE;

GROOT: . Negehonderd Vyf-en-Twintig komma Sewe Twee Vyf Ses (925,7256) Hektaar.

H.A.L.

BLADSY/PAGE 8
AKTE No/DEED No T54569/1988 CTN

Para

GETRANSPORTEER AAN	TRANSFERRED TO
<u>DENISE MILSAM</u>	<u>FAMILY TRUST</u>
RESTANT/REMAINDER	
<u>T 8063</u> / <u>2019</u>	
<u>2019-05-27</u>	

For Information Only

AANVANKLIK GETRANSPORTEER kragtens Verdelingstransportakte Nr. 4916 gedateer 3 September 1894 met 'n Kaart aangeheg, en gehou kragtens Transportakte Nr. T.24236/1977.

- A. **ONDERHEWIG** aan die voorwaardes waarna in Verdelingstransportakte Nr. 4916 gedateer 3 September 1894 verwys word.
- B. **ONDERHEWIG VERDER** aan die nuutopgelegde voorwaarde opgelê in terme van die gesegde gesamentlike Testament van Wyle Thomas Lewey Snyman en sy langsliewende eggenote Anna Snyman en gedateer 17 November 1977, waarvan Klousule 7 soos volg lui:

"Ons bepaal dat geen voordeel wat enige bevoordeelde kragtens hierdie Testament toekom, deel sal uitmaak van enige gesamentlike of gemeenskaplike boedel van die bevoordeelde nie, maar die aparte, afsonderlike en uitsluitlike eiendom van die bevoordeelde sal wees en bly. Ingeval enige sodanige bevoordeelde in gemeenskap van goedere getroud is of mag trou, dan sal die voordeel uitdruklik uitgesluit word uit die gemeenskap van goedere en in die geval van enige vroulike bevoordeelde sal sodanige voordeel verder vry wees van die inmenging, kontrole en maritale magte of skulde van enige eggenoot van die vroulike bevoordeelde. Verder sal die kwitansie van enige vroulike bevoordeelde gegee sonder die bystand van haar eggenoot, 'n geldige en aanvaarbare kwitansie wees vir ons Eksekuteur, Administrateur en die Meester van die Hooggeregshof."

2. **RESTANT van GEDEELTE 12** (Balmasachary)
('n gedeelte van Gedeelte 3) van die Plaas
Matjesgoed Fontein Nr. 61, in die Afdeling
van UITENHAGE;

GROOT: Driehonderd Nege-en-Twintig komma
Vier Vier Nul Agt (329,4408) Hektaar

AANVANKLIK OORGEDRA kragtens Transportakte Nr. 3022 gedateer 26 April 1912, met 'n Kaart aangeheg, en gehou kragtens Transportakte Nr. T.17204/1956.

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte gedateer 30 Augustus 1918, Nr. 8577.
- B. **ONDERHEWIG VERDER** aan die endossement gedateer 1 April 1963 wat verskyn op Transportakte Nr. T.17204/1956, naamlik:

1
M. H. A. L.

Endossement kragtens Artikel 31 (6) van Wet 47 van 1937 (soos gewysig)
Gedeelte van die eiendom soos hieronder gemeld is onteien deur die
Provinsiale Administrasie van die Kaap kragtens Artikel 130 van die
Ordonnansie 15/1952 met Artikel 7 Ordonnansie 28/1960 . Vide
onteieningskenningsgewing Nr. R/D 17/42-3/111 d.d. 11/3/1963 geliasseer as
onteienings caveat 140/63 planne in tweevoud geliasseer hiermee.

3.3853 morge plan Nr. 19

C. **ONDERHEWIG VERDER** aan die nuutopgelegde voorwaarde, opgelê in terme van die
gesegde Gesamentlike Testament van Wyle Thomas Lewey Snyman en sy
langslewende eggenote Anna Snyman en gedateer 17 November 1977 en meer volledig
uiteengesit in Klousule 1.B. hierbo.

3. **GEDEELTE 13** (Annex Biesjesvlei) ('n gedeelte
van Gedeelte 12) van die Plaas Matjesgoed
Fontein Nr. 61, in die Afdeling van UITENHAGE;

GROOT: Eenhonderd Sewe en Vyftig Komma Een
Sewe Drie Sewe (157,1737) Hektaar.

AANVANKLIK OORGEDRA kragtens Transportakte gedateer 22 Desember 1914, Nr. 9573
met 'n Kaart aangeheg, en gehou kragtens Transportakte Nr. T.17204/1956.

A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte gedateer 3
Oktober 1917, No. 7909.

B. **ONDERHEWIG VERDER** aan die nuutopgelegde voorwaarde opgelê in terme van die
Gesamentlike Testament van Wyle Thomas Lewey Snyman en sy langslewende
eggenote Anna Snyman en gedateer 17 November 1977 en meer volledig uiteengesit in
Klousule 1.B. hierbo.

4. **RESTANT** van **GEDEELTE 4** van die Plaas
Matjesgoed Fontein Nr. 61, in die Afdeling
van UITENHAGE;

GROOT: Eenhonderd Sewe en Dertig komma Drie
Een Vier Een (137,3141) Hektaar.

AANVANKLIK OORGEDRA kragtens Transportakte gedateer 30 Maart 1910, Nr. 1991 met 'n
Kaart aangeheg, en gehou kragtens Transportakte Nr. T.17204/1956.



A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte gedateer 30 Maart 1910, No. 1991.

B. **ONDERHEWIG VERDER** aan die endossement gedateer 1 April 1963 wat verskyn op Transportakte Nr. T. 17204/1956, naamlik:

Endossement kragtens Artikel 31 (6) van Wet 47 van 1937 (soos gewysig)
Gedeelte van die eiendom soos hieronder gemeld is onteien deur die
Provinsiale Administrasie van die Kaap kragtens Artikel 130 van die
Ordonnansie 15/1952 met Artikel 7 Ordonnansie 28/1960 Vide
onteieningkenningsgewing Nr. R/D 17/42-3/111 d.d. 11/3/1963 geliasseer as
onteiening caveat 140/63 planne in tweevoud geliasseer hiermee.

4.7704 morge plan Nr. 20

C. **ONDERHEWIG VERDER** aan die nuutopgelegde voorwaarde opgelê in terme van die
Gesamentlike Testament van Wyle Thomas Lewey Snyman en sy langsewende
eggenote Anna Snyman gedateer 17 November 1977 en meer volledig uiteengesit in
Klousule 1.B. hierbo.

W H.A. W

B

WESHALWE die Komparant afstand doen van al die regte en titel wat die gesegde

SAAMGESMELTE BOEDEL VAN WYLE THOMAS LEWEY SNYMAN en langsewende eggenote **ANNA SNYMAN**,

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

STEPHANUS LOUIS SNYMAN, ongetroud

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes;

tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat, en ten slotte erken hy dat die eiendom vir boedel-doeleindes waardeer is ten bedrae van

R453 250,00 (VIERHONDERD DRIE-EN-VYFTIGDUISEND TWEEHONDERD EN VYFTIG RAND)

TEN BEWYSE WAARVAN ek, die genoemde Registrateur van Aktes, tesame met die Komparant q.q., hierdie Akte onderteken en met die Ampseël bekragtig het.

ALDUS GEDOEN en geteken op die Kantoor van die Registrateur van Aktes in KAAPSTAD, Provinsie van die Kaap die Goeie Hoop, op die *19de* dag van die maand *September* in die jaar van onse Heer, Een Duisend Nege Honderd Agt-en-Tagtig (1988).

P. M. M. M. M.

(Transportbesorger)

q.q. sy Prinsipaal/ale

In my teenwoordigheid,

J. B. B.
REGISTRATEUR VAN AKTES

17. A. W.