



Upcoming Tender in  
*Agter-Paarl...*

*15 October 2026 @ 12:00*

WEB REF: RL6416 | POA

[WWW.HOMEANDHECTARE.COM](http://WWW.HOMEANDHECTARE.COM)

# Upcoming Tender in *Agter-Paarl...*

WEB REF: RL6416 | POA

|                |                                    |
|----------------|------------------------------------|
| Tender Closes: | Thursday 15 October 2026 at 12:00  |
| Viewing:       | By Appointment                     |
| Venue:         | BKB GrainCo, Cecilia Square, Paarl |
| Website:       | <a href="#">Click here</a>         |

HOME & HECTARE  
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

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

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

# Farm for Sale in *Agter-Paarl...*

UNIQUE AGRICULTURAL OPPORTUNITY IN A PRESTIGIOUS FARMING AREA

## 349 HA VINEYARD AND CROP FARM FOR SALE

This is an exceptional and rare opportunity to acquire a valuable agricultural property in one of the Western Cape's most sought-after farming regions. Properties of this size and location seldom come onto the market, making this offering particularly attractive to serious farmers and investors.

The farm is situated along the Hoogstede gravel road and boasts breathtaking views of the Paarl Mountain range as well as Table Mountain. The property features exceptionally fertile soil, making it ideal for a variety of agricultural activities. Approximately 32 hectares are planted to established vineyards, with a further 300 hectares of arable land offering excellent potential for mixed farming operations.

The existing infrastructure includes a farmhouse requiring renovation, five labourers' cottages, a large storage shed, a shearing shed, and livestock handling facilities with a dipping tank. The property is further supported by two operational boreholes: one supplying domestic water and a second irrigation borehole with a yield of approximately 16,000 litres per hour. Two Eskom power points provide reliable electricity to the farm.

With its outstanding location, established agricultural infrastructure, fertile soils, and impressive views, this farm presents a rare opportunity to acquire a productive and well-positioned agricultural property with significant potential for future development and profitable farming operations.

A rare opportunity to invest in a premier agricultural region.

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Source: Esri, Vantor, Earthstar, DeLorme, and the GIS User Community  
Source: Esri, DeLorme, Garmin, FAO, NOAA, USGS, and the GIS User Community

Date created: 2026/08/28



# Property Description in *Agter-Paarl...*

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|                         |                                                                                        |
|-------------------------|----------------------------------------------------------------------------------------|
| Registered Owner/s:     | PJ CARSTENS FAMILY TRUST                                                               |
| Identity Number/s:      | MT4212/2009                                                                            |
| Title Deed Description: | RE OF FARM 424, REG DIVISION PAARL RD, PROVINCE<br>WESTERN CAPE.                       |
| Extent:                 | 149.0665 HA<br><br>FARM 431 FYNGROND, REG DIVISION PAARL RD,<br>PROVINCE WESTERN CAPE. |
| Extent:                 | 143.7560 HA<br><br>RE OF FARM 432, REG DIVISION PAARL RD, PROVINCE<br>WESTERN CAPE.    |
| Extent:                 | 39.3956 HA<br><br>FARM 452, REG DIVISION PAARL RD, PROVINCE<br>WESTERN CAPE.           |
| Extent:                 | 20.5125 HA                                                                             |
| EXTENT IN TOTAL:        | 352.7306 HA                                                                            |

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

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*Get  
in touch...*

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**CONDITIONS OF TENDER AND OF SALE**

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

duly authorized by: **P&J CARSTENS FAMILY TRUST**  
**REGISTRATION NO: MT4212/2009**  
(Hereinafter referred to as the **SELLER**)

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

|                                                                                      |                            |
|--------------------------------------------------------------------------------------|----------------------------|
| <b>RE OF FARM 424, REG DIVISION PAARL RD, DRAKENSTEIN, PROVINCE WESTERN CAPE.</b>    | <b>Extent: 149.0665 HA</b> |
| <b>FARM 431 FYNGROND, REG DIVISION PAARL RD, DRAKENSTEIN, PROVINCE WESTERN CAPE.</b> | <b>Extent: 143.7560 HA</b> |
| <b>RE OF FARM 432, REG DIVISION PAARL RD, DRAKENSTEIN, PROVINCE WESTERN CAPE.</b>    | <b>Extent: 39.3956 HA</b>  |
| <b>FARM 452, REG DIVISION PAARL RD, DRAKENSTEIN, PROVINCE WESTERN CAPE.</b>          | <b>Extent: 20.5125 HA</b>  |
| <b>EXTENT IN TOTAL: 352.7306 HA</b>                                                  |                            |

Subject to the following lease agreements with Otterkuil Boerdery and Leeuwenkuil Family Vineyards (Pty) Ltd as a going letting enterprise.  
(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. Tenders close at **12:00** on **THURSDAY 15 OCTBER 2026**

Duly completed tenders in sealed and stamped envelopes, clearly marked:

**"TENDER: PAARL"** must reach the offices of **HOME AND HECTARE (Pty) Ltd**

(street address) **BKB PAARL OFFICE, 100 CECILIA STREET, CECILIA SQUARE**

by no later than **12:00** on **THURSDAY 15 OCTBER 2026**

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 for a period of **7 (SEVEN) DAYS** from the date of signature of this Agreement, before the expiry of which period 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 agreed upon.

9.1 The **PURCHASER** hereby declares that he will be available at the telephone number / email address 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 **FIVE PERCENT (5 %)** of the purchase price payable by means of an Electronic Funds Transfer (EFT) 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 **FOURTY FIVE (45)** 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, calculated at \_\_\_\_\_ 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.

**Bank details: HOME AND HECTARE (Edms) Bpk: ABSA – Account Number: 4053123792; Branch code: 632 005**

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 to the Conveyancers in accordance with the recommended tariffs of LAWSA for the registration of transfer of ownership to the Purchaser, including the cost of obtaining any permit, rates clearance certificate, tax clearance certificate, or any other official consent that may be required in terms of any law to enable the registration of the transfer of ownership, all of which shall be payable on demand.
  - 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 **PURCHASER** shall be responsible, at the **PURCHASER'S** own cost and expense, for obtaining a Certificate of Compliance for the electrical installation in accordance with the regulations promulgated under the Occupational Health and Safety Act No. 85 of 1993, as amended, if a valid current Certificate is not available. The **PURCHASER** shall obtain the said Certificate after registration of transfer of the **PROPERTY** into the **PURCHASER'S** name. The **SELLER** shall have no obligation to obtain, furnish or pay for any Certificate of Compliance relating to the electrical installation. The **PROPERTY** is sold voetstoots, and the **PURCHASER** acknowledges that the responsibility for compliance with all requirements relating to the electrical installation shall rest solely with the **PURCHASER** from the date of transfer.
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 33 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 **PURCHASER** acknowledges that, in terms of Section 29A of the Alienation of Land Act, 68 of 1981, as amended, he is entitled to revoke this offer or terminate this agreement by written notice to the **SELLER** or his agent within 5 (five) days after signature of this offer to purchase.

\*Delete this clause if-

- i) the **PURCHASER** has signed this offer on behalf of a nominee;
  - ii) the purchase price exceeds R250 000;
  - iii) the **SELLER** and **PURCHASER** previously entered into a deed of sale in respect of the same **PROPERTY** under essentially similar conditions;
  - iv) this offer is as a result of the **PURCHASER** exercising an option to purchase the **PROPERTY**;
  - v) the **PURCHASER** is a company, closed corporation or trust.
29. 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.
30. 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.
31. The **SELLER** guarantees herewith that besides himself, his family and tenants, all farm labourers or 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 – **SEE SCHEDULE 2: LIST OF OCCUPANTS**

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 I 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

32. The **SELLER** and **PURCHASER** agree that:
- 32.1 The **PROPERTY** is sold as a going concern, being a letting enterprise.
  - 32.2 The **SELLER** confirms that he is a registered vendor as specified in the VAT Act on value added tax and as such the sale will be deemed at a nil rate for VAT purposes in terms of Section 11 1(e) of the said Act, if the **PURCHASER** is a registered vendor at the time of delivery as stated in Section 9 (1) of the said Act.
  - 32.3 The **PURCHASER** will provide the **SELLER** with a copy of his notice of registration as a vendor within 45 days of the confirmation of the sale, failing which the **PURCHASER** will pay VAT at the standard rate on the purchase price.
  - 32.4 The **PROPERTY** is an income generating concern at the effective date of this transaction.
  - 32.5 Should the Receiver of Revenue rule that the VAT on this transaction be levied at a higher rate than a nil rate, the **PURCHASER** will be responsible to pay over the **SELLER** an amount of equal to the VAT paid by the **SELLER** to the Receiver of Revenue at his request.
  - 32.6 All the assets to enable the **PURCHASER** to carry on the enterprise are being disposed of to the **PURCHASER**.

33. **CONSUMER PROTECTION ACT**

- 33.1 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.
- 33.2 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.

34. **ALIEN AND INVASIVE SPECIES REGULATIONS**

To the best of the **SELLER'S** knowledge and belief, there are no invasive species present on the **PROPERTY** as contemplated in Chapter 2 of the Alien and Invasive Species Regulations, 2014.

**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:

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

**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, which amount includes VAT at zero rate.

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 OCCUPANTS ON THE PROPERTY

The Purchaser acknowledges that the following persons are recorded as occupants of the Property:

**1. Jan Linnerd (Popeye)**

Permanent worker of Otterkuil Boerdery.  
Grew up on the farm.

**2. Anna van der Merwe (Antjie)**

Occupant.  
Grew up on the farm.

**3. Johan Marang**

Occupant.  
Unemployed.  
Grew up on the farm.

**4. Charlotte Potberg**

Occupant.  
Unemployed.  
Partner of the above-mentioned Johan Marang.  
Resided on the farm from after 2017.

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

AS WITNESSES:

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

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

\_\_\_\_\_  
**SELLER**

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

AS WITNESSES:

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

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

\_\_\_\_\_  
**PURCHASER**

## DEED OF SURETYSHIP

I / We the undersigned,

\_\_\_\_\_

ID NUMBER: \_\_\_\_\_

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under the Conditions of Sale aforegoing 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 Conditions of Sale as if fully set out herein.** I/We do accept *domicilium et executandi* at the address hereinafter set out.

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

AS WITNESSES:

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

\_\_\_\_\_

**SURETY**

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

\_\_\_\_\_

**SELLER**

\_\_\_\_\_

**HOME AND HECTARE (PTY) LTD** duly authorised

**SURETY ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

Tel No: \_\_\_\_\_

**RESOLUTION OF TRUST / COMPANY / CLOSE CORPORATION**

Name of Entity: \_\_\_\_\_

Registration / Trust No: \_\_\_\_\_

**ENTITY TYPE (tick applicable):**                    ☐ TRUST    ☐ COMPANY    ☐ CLOSE CORPORATION (CC)

**TRANSACTION TYPE (tick applicable):**                    ☐ PURCHASING PROPERTY    ☐ SELLING PROPERTY

**RESOLVED THAT:**                    The above-mentioned entity hereby resolves to:    ☐ Purchase    ☐ Sell

Property Description: \_\_\_\_\_

Purchase Price: R \_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_ )

The authorised representative named below is hereby authorised to sign all agreements, transfer documents and any other documentation necessary to give effect to this resolution.

**AUTHORISED REPRESENTATIVE**

☐ Trustee    ☐ Director    ☐ Member    ☐ Authorised Representative

Full Name: \_\_\_\_\_

Identity No: \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**TRUSTEES / DIRECTORS / MEMBERS**

1. Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

35

|                       |                      |           |  |
|-----------------------|----------------------|-----------|--|
| VERBIND               |                      | MORTGAGED |  |
| VIR<br>FOR R1 9000 00 |                      |           |  |
| 58437 194             |                      |           |  |
| 10 08 94              | REGISTERED REGISTRAR |           |  |

Opgestel deur my:

Transportbesorger  
BAKER A J R

duw 12/8

P1-4

T 57186 94

# Transportakte

(Uit krag van 'n Prokurasie)

CLOETE BAKER en VENNOTE

Prokureurs Ens.

Suite 780

Union Castlegebou

St George-Wandelhal 55

KAAPSTAD 8001

5202

Op dit kennelik aan almal wie dit mag aangaan

Dat

ALLAN JOHN ROBERT BAKER

verskyn het voor my, Registrateur van Aktes, te Kaapstad Hy die gesegde Komparant synde daartoe behoorlik gemagtig deur 'n volmag uitgevoer te KAAPSTAD

op die 3 dag van MAART 19 94

deur

DIE EKSEKUTEUR IN DIE BOEDEL WYLE

MARIA MARTHA SUSANNA MOUTON (voorheen CARSTENS)

welke volmag, geteken in die teenwoordigheid van getuie ooreenkoms tig die Wet, my hede getoon is;

FOR ENDORSEMENTS SEE PAGE 10

EN die Komparant het verklaar dat kragtens die Testament gedateer 31 Januarie 1992 van gemelde wyle MARIA MARTHA SUSANNA MOUTON (voorheen CARSTENS) wie op 12 April 1993 oorlede is, die ondergemelde eiendom wat na verwys word as "my plaaseiendom bekend as "Brandenburg", Distrik Paarl", in die gemelde Uiterste Wil oorgaan aan die hierna genoemde Transportnemer onderhewig aan

die betaling van 'n bemakingsprys van R40 000,00 (Veertigduisend Rand), welke bemakingsprys ten opsigte van voorgenoemde eiendom is asook ander roerende eiendom nagelaat aan die voorgemelde Transportnemer kragtens Klousule 1(a) van die gemelde Uiterste Wil;

en

aan Klousule 3 van die gemelde Uiterste Wil, wat soos hieronder uiteengesit is.

NOU DERHALWE die genoemde Komparant in sy hoedanigheid voormeld, hiermee in volkome en vrye eiendom sedeer en transporteer aan en ten gunste van

PIETER DANIEL CARSTENS

Identiteitsnommer 450320 5017 00 6089

Getroud buite gemeenskap van goedere

en sy erfgename, eksekuteurs, administrateurs of regverkrygendes :

1. DIE PLAAS FYNGROND No 431, gelee in die Afdeling Paarl

GROOT : 143,7560 (eenhonderd drie-en-veertig komma Sewe Vyf Ses Nul) Hektaar

AANVANKLIK geregistreer kragtens Sertifikaat van Verenigde Titel nr 2395/1960, met Kaart nr. 6200/59 wat daarop betrekking het en GEHOU kragtens Transportakte nr. T10064/1973

A. ONDERHEWIG :

1. Insover dit die figure A. B. C. v. K. L. M. N. P. Q. R. S. T. en U. E. F. G. H. J. op gemelde Kaart Nr. 6200/59 betref, aan sodanige voorwaardes soon na verwys in Akte van Transport Nr. 16495/1953 en verder onderhewig aan die volgende regte ten gunste van die Staat genoem in Sertifikaat van Eenvormige Titel nr. 16494/1953, naamlik

(a) Alle regte op goud, silwer en edelgesteentes op of onder die grond (ten opsigte waarvan 'n Sertifikaat van Regte op Minerale op 21ste Oktober 1953 uitgereik is Nr. 201/53).

(b) Die reg om grond te neem en om materiaal te verkry en te verwyder vir die bou en herstel van openbare paaie.

2. Insover dit die figuur gemerk K. g<sup>1</sup>. J. op die gemelde Kaart Nr. 6200/59 betref aan sodanige voorwaardes soos na verwys word in Akte van Transport Nr. 15837/1958.

3. Insover dit die figuur gemerk C. D. u. J. g<sup>1</sup>. K. v. op die gemelde Kaart Nr. 6200/59 betref aan die voorwaardes na verwys in gemelde Akte van Transport Nr. 16495/1953, en verder onderhewig aan die volgende regte ten gunste van die Staat genoem in Sertifikaat van Eenvormige Titel nr. 16494/1953, naamlik :-

(a) Alle regte op goud, silwer en edelgesteentes op of onder die grond (ten opsigte waarvan 'n Sertifikaat van Regte op Minerale op 21ste Oktober 1953 uitgereik is Nr. 201/53).

(b) Die reg om grond te neem en materiaal te verkry en te verwyder vir die bou en herstel van openbare paaie.

B. Insoverre die geheel van binnegemelde eiendom betref:

1. KRAGTENS Notariële Akte nr 392/1974 gedateer 22/4/1974 is die binnegemelde eiendom groot 143,7560 Hektaar onderhewig aan 'n reg ten gunste van die Elektrisiteitsvoorsieningskommissie om elektrisiteit daaroor te lei, tesame met bykomende regte, en onderhewig aan voorwaardes soos vollediger sal blyk uit die gesegde Akte (en Kaart)..

2. ONDERHEWIG VERDER aan Klousule 3 van die gemelde Uiterste Wil van gemelde Wyle MARIA MARTHA SUSANNA MOUTON, wat soos volg lui :

"3. Alle bemakings kragtens hierdie my testament, of enige kodisil daartoe, toegeken, insluitende die winste en opbrengs daarvan, sal van gemeenskap van goedere uitgesluit wees."

II. RESTANT VAN DIE PLAAS Nr 424, gelee  
in die Afdeling Paarl

GROOT : 149 0665 (Eenhonderd Nege-  
en-veertig komma nul ses ses vyf)  
Hektaar

AANVANKLIK oorgedra kragtens Transportakte  
Nr. 261 gedateer 15 Oktober 1856  
met 'n kaart wat daarop betrekking  
het en GEHOU deur Transportakte  
nr. 10064/1973

- A. ONDERHEWIG aan die voorwaardes waarna  
verwys word in Transportakte nr. 2617/1907;
- B. ONDERHEWIG VERDER aan die endossement  
gedateer 20 Julie 1948, aangebring  
op Transportakte Nr. 12541/1945, welke  
endossement soos volg lees :

REGISTRASIE VAN SERWITUUT.

Kragtens Notariële Akte Nr. 280 gedateer  
28 Mei 1948 het die eienaar van Paras  
3 en 4 hieronder gehou aan die Elek-  
trisiteitsvoorsieningskommissie 'n  
serwituut toegeken om elektriese krag  
bo-oor of onderdeur die genoemde grond  
deur middel van drade en/of kables  
te vervoer langs die roete aangetoon  
op die serwituut kaart nr. 10628/47  
aangeheg aan die gesegde Notariële  
Akte met sekere bykomstige regte.

En soos meer breedvoerig blyk uit  
die gesegde Akte waarvan 'n kopie  
hieraan geheg is.

- C. KRAGTENS Notariële Akte nr 392/1974  
gedateer 22/4/1974 is die binne-gemelde  
eiendom groot 149, 0665 Hektaar onderhewig  
aan 'n reg ten gunste van die Elektrisit-  
eitsvoorsieningskommissie om elektrisiteit

daaroor te lei, tesame met bykomende regte, en onderhewig aan voorwaardes soos vollediger sal blyk uit die gesegde Akte (en Kaart).

- D. ONDERHEWIG VERDER aan die terme van Klousule 3 van die gemelde Uiterste Wil gedateer 31 Januarie 1992 van Wyle MARIA MARTHA SUSANNA MOUTON, wat meer volledig in paragraaf 1. C uiteengesit is.

III.

DIE PLAAS Nr 452, gelee in die Afdeling Paarl

GROOT : 20,5125 (Twintig komma vyf een twee vyf) Hektaar

AANVANKLIK oorgedra kragtens transport nr. 487 gedateer 25 Mei 1859, met 'n Kaart wat daarop betrekking het en GEHOU kragtens Transportakte nr. 10064/1973.

- A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte nr. 2617/1907;

8. ONDERHEWIG VERDER aan die terme van die endossement gedateer 20 Julie 1948 aangebring op Transportakte Nr. 12541/1945, welke endossement soos volg lees :

u

# REGISTRASIE VAN SERWITUUT.

Kragtens Notariele Akte No. 280 gedateer 28 Mei 1948 het die eienaar van Paras 3 en 4 hieronder gehou aan die Elektrisiteitsvoorsieningskommissie 'n serwituut toegeken om elektriese krag bo-oor of onderdeur die genoemde grond deur middel van drade en-of kabels te vervoer langs die roete aangetoon op die serwituut kaart nr. 10628/47 aangeheg aan die gesegde Notariele Akte met sekere bykomstige regte.

En soos meer breedvoerig blyk uit die gesegde Akte waarvan 'n kopie hieraan geheg is.

C. KRAGTENS Notariele Akte nr. 392/1974 gedateer 22/4/1974 is die binnegemelde eiendom groot 20,5125 Hektaar onderhewig aan 'n reg ten gunste van die Elektrisiteitsvoorsieningskommissie om elektrisiteitdaaroor te lei, tesame met bykomende regte, en onderhewig aan voorwaardes soos vollediger sal blyk uit die gesegde Akte (en Kaart).

- D. ONDERHEWIG VERDER aan die terme van Klousule 3 van die gemelde Uiterste Wil gedateer 31 Januarie 1992 van Wyle MARIA MARTHA SUSANNA MOUTON, wat meer volledig in paragraaf 1. C uiteengesit is.

IV

RESTANT VAN DIE PLAAS Nr 432, gelee in die Afdeling Paarl

GROOT : 39 3956 (Nege-en-dertig komma drie nege vyf ses) Hektaar

AANVANKLIK oorgedra kragtens Transportakte nr. 444 gedateer 24 Junie 1853, met 'n Kaart wat daarop betrekking het en GEHOU deur Transportakte nr. 10064/1973.

- A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte nr. 7226/1915.

- B. KRAGTENS Notariële Akte nr 392/1974 gedateer 22/4/1974 is die binnegemelde eiendom groot 39 3956 Hektaar onderhewig aan 'n reg ten gunste van die Elektrisiteitsvoorsieningskommissie om elektrisiteit daaroor te lei, tesame met bykomende regte, en onderhewig aan voorwaardes soos vollediger sal blyk uit die gesegde Akte (en Kaart).

- C. ONDERHEWIG VERDER aan die terme van Klousule 3 van die gemelde Uiterste Wil gedateer 31 Januarie 1992 van Wyle MARIA MARTHA SUSANNA MOUTON, wat meer volledig in paragraaf 1. C uiteengesit is.

Die Komparant doen dus hiermee afstand van al die regte, aanspraak en titel wat gemelde Wyle MARIA MARTHA SUSANNA MOUTON

voorheen op genoemde eiendom gehad het, en gevolglik erken die Komparant ook dat gemelde Wyle MARIA MARTHA SUSANNA MOUTON geheel en al van die besit daarvan onthef word en nie meer daarop geregtig is nie, en dat kragtens hierdie akte, bogenoemde

PIETER DANIEL CARSTENS

sy Erfgename, Eksekuteurs, Administrateurs of Regsverkrygendes tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat; en ten slotte erken hy dat die hele Koopsom ten bedrae van

behoorlik betaal of verseker is.

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

ALDUS GEDOEN en verly te die Kantoor van die Registrateur van Aktes, te KAAPSTAD op hede die 10 dag van AUGUSTUS in die jaar van ons Heer, Eenduisend Negehoenderd Vier-en-negentig (1994)

*[Handwritten Signature]*  
g.g. Prinsipaal/ale.  
In my teenwoordigheid,

  
REGISTRATEUR VAN AKTES

Geregistreer in die Register van  
Boekdeel Folio

(Klerk-in-Bevel.

(Vir Verbande, kyk op die eerste bladsy hiervan.)

- 10 -

|                         |       |           |                                                                                    |
|-------------------------|-------|-----------|------------------------------------------------------------------------------------|
| VERBIND                 |       | MORTGAGED |                                                                                    |
| VIR<br>FOR R 160 000,00 |       |           |                                                                                    |
| B                       | 63004 | 98        |  |
| 1998-10-29              |       |           |                                                                                    |
|                         |       |           | REGISTRATEUR/REGISTRAR                                                             |

|                         |        |           |                                                                                     |
|-------------------------|--------|-----------|-------------------------------------------------------------------------------------|
| VERBIND                 |        | MORTGAGED |                                                                                     |
| VIR<br>FOR R 250 000,00 |        |           |                                                                                     |
| B                       | 041308 | /2002     |  |
| 2002-07-15              |        |           |                                                                                     |
|                         |        |           | REGISTRATEUR/REGISTRAR                                                              |

|                               |  |                                                                                      |  |
|-------------------------------|--|--------------------------------------------------------------------------------------|--|
| DIE IDENTITEITSNUMMER VAN DIE |  | THE IDENTITY NUMBER OF THE                                                           |  |
| .....                         |  | .....                                                                                |  |
| IS VERANDER NA                |  | HAS BEEN CHANGED TO                                                                  |  |
| 450320                        |  | 5017 089                                                                             |  |
| .....                         |  | .....                                                                                |  |
| 2002-07-15                    |  |  |  |
|                               |  | REGISTRATEUR/REGISTRAR                                                               |  |

|                         |          |           |                                                                                      |
|-------------------------|----------|-----------|--------------------------------------------------------------------------------------|
| VERBIND                 |          | MORTGAGED |                                                                                      |
| VIR<br>FOR R 400 000,00 |          |           |                                                                                      |
| B                       | 00067669 | /2005     |  |
| 24 JUN 2005             |          |           |                                                                                      |
|                         |          |           | REGISTRATEUR/REGISTRAR                                                               |