CONDITIONS OF TENDER AND OF SALE

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

duly authorized by: **MOUNTAIN PARK AGRI PTY LTD**
Reg No: 201912324407
(Hereinafter referred to as the **SELLER)**

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

DESCRIPTION 1:	**REMAINDER OF THE FARM NO. 751, DIVISION OF STUTTERHEIM, EASTERN CAPE PROVINCE**
IN EXTENT:	**187,7172 HA**
HELD BY TITLE DEED NUMBER:	**T15874/2020**
DESCRIPTION 2:	**REMAINDER OF THE FARM NO. 683, DIVISION OF STUTTERHEIM, EASTERN CAPE PROVINCE**
IN EXTENT:	**113,3984 HA**
HELD BY TITLE DEED NUMBER:	**T15874/2020**
TOTAL EXTENT:	**301,1156 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, vegetation, 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 **FRIDAY 20 NOVEMBER 2026**

   Duly completed tenders in sealed and stamped envelopes, clearly marked:**"TENDER: MOUNTAIN PARK AGRI"** must reach the offices of

   HOME & HECTARE at **43B - 6TH AVENUE, WALMER, PORT ELIZABETH, 6070** OR

   by email**:** **rube.bradfield@homeandhectare.com**

   by no later than 12:00 on **FRIDAY 20 NOVEMBER 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 until **12:00** on **27 NOVEMBER 2026** 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 / 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 **TEN PERCENT (10 %)** of the purchase price payable via 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, as mutually agreed to by all 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 **FOUR PERCENT (4 %),** 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. For clarity, the agents' commission shall be payable in addition to the Purchase Price.

    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 receipt of the guarantee as provided for in terms of clause 10.1.2 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. 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.

18. 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**.

19. 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**.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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**.

25. 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.

26. WATER ENTITLEMENTS

26.1 The Seller has disclosed to the Purchaser the manner in which it uses water on the Property, namely by way of payment to the Kubisie Irrigation BoardThe 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.

26.2 The Purchaser acknowledges and confirms that it has investigated, or has had the reasonable opportunity to investigate the validity and extent of the water entitlements in respect of the Property, and has satisfied itself therewith.

26.3 Notwithstanding anything to the contrary in this Agreement, and in light of the aforegoing, the Seller makes not warranty that the Property has any water entitlements, nor that there are any valid and/or existing lawful water use licence(s) granted in respect of the Property or affixing thereto, whether historically, at present or in future.

26.4 The Purchaser therefore accepts the property voetstoots furthermore in respect of the water use thereon, and that such use may be defective.

27. 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.

28. 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 I no pending judgements in terms of Chapter 3 of the Land reform Act.

To the extent applicable, **SELLER** accepts all responsibilities for labour legislation as set out in the following by laws for any period prior to date of occupation or registration (as the case may be).

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

29. The **SELLER** and **PURCHASER** agree that:

29.1 The Purchase Price is exclusive of VAT.

29.2 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.

29.3 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.

30. **CONSUMER PROTECTION ACT**

30.1 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.

30.2 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.

31. **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

This Offer is subject to the successful conclusion, approval and signature of a separate agreement of sale ("the Related Transaction - Aubretia") by all relevant parties. In the event that the Related Transaction is not concluded and/or any suspensive conditions therein are not fulfilled or waived within the stipulated timeframes, this Offer shall automatically lapse and be of no force or effect.

It is further agreed that both transactions shall proceed to registration simultaneously.

SELLER	**YES**	**YES**	**INITIAL:**
PURCHASER	**YES**	**NO**	**INITIAL**

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:

TENDER

I/WE, the undersigned

NAME: _____

ID NR: _____VAT NO : _____

ADDRESS: _____

TEL NO : _____ FAX NO : _____

E-MAIL: _____ CELL .NO : _____

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 NO : _____

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 NO : _____

ADDRESS: _____

TEL NO : _____FAX NO : _____

E-MAIL: _____CELL .NO : _____

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 NO : _____

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
1.6 Occupants / farm labourers / employees		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

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: _____