



Upcoming Auction in
Lutzville...
29 May 2026 @ 11H00

WEB REF: RL5986 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Auction in *Lutzville...*

WEB REF: RL5986 | POA

Auction :	Friday 29 May 2026 at 11H00
Viewing:	By Appointment
Venue:	On the premises
Website:	Click here

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

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

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

Property for Sale in *Lutzville...*

EXCEPTIONAL FARM FOR SALE BY Auction

Discover this meticulously developed 20-hectare farm in Lutzville, Western Cape.

The property boasts 16 ha of vineyards under drip irrigation, 2 ha of lucerne pastures with sprinkler irrigation, and a small lemon orchard. Water is secured through 13.7 ha listed with the Lorrwua water scheme, supported by a 4900 m³ irrigation dam, strong borehole, and a Motorola pump station.

Infrastructure includes a main house with 3 bedrooms, 2 bathrooms, a kitchen with scullery, and an entertainment room with braai, plus two fully furnished guest cottages, office and storage facilities, shed, workshop, and labourers' quarters.

An equestrian facility with paddocks and stables adds further value.

This is a neat, productive farm ideal for serious agricultural investment.

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your map.

Property Description in *Lutzville*...

WEB REF: RL5986 | POA

Registered Owner:	JACOBUS EVERHARDUS NOLTE
Identification Number:	6512165125087
Title Deed Description:	ERF 78 OLIFANTSRIVER SETTLEMENT, DIVISION VANRHYNDSORP, WESTERN CAPE PROVINCE.
Extent:	10,4334 HA
Title Deed Description:	ERF 419 OLIFANTSRIVER SETTLEMENT, DIVISION VANRHYNDSORP, WESTERN CAPE PROVINCE.
Extent:	9,8879 HA
Title Deed Description:	ERF 801 OLIFANTSRIVER SETTLEMENT, DIVISION VANRHYNDSORP, WESTERN CAPE PROVINCE.
Extent:	6,5266 HA
Total Extent:	26,8479 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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SAWIS 1: Vineyard Status Report

Date: 2020-10-21

Member Name:

Mr J E Nolte

Member Number:

14296

Address:

POSBUS 102

Tel No:

0272172511

Fax No:

0866634732

Email:

ctracks@vodamail.co.za

Kockenaap
8146

Member of producer cellar:

No

Farm name:

Sonnekus

Farm Number:

3037000

Current Status of Vineyards - CLICK ON BLOCK TO EDIT

#	Block Number	Planting year	Cultivar / Rootstock	Planting Width (m)			Number Of Vines	Hectares	GPS	Irrigation System	Trellising System	Vines Uprooted			Vines Grafted			Vines Ammended			Single Vineyard	Status
				Between Rows	Wide	Narrow						Year	Number	Ha	Year	Number	Ha	Year	Number	Ha		
1	1	2003	Sauvignon Blanc/ Ramsey	2.70	0.00	2.00	4,241	2.29	N	Drip	Perold	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
2	2	2004	Sauvignon Blanc/ Ramsey	2.70	0.00	1.50	2,792	1.13	N	Drip	Perold	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
3	3	2005	Chenin Blanc/ Ramsey	2.80	0.00	1.50	5,503	2.31	N	Drip	Perold	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
4	4	1998	Chenin Blanc/ Ramsey	2.40	0.00	1.20	0	0.00	N	Drip	2H HEDGE	2020	5,085	1.46	0	0	0.00	0	0	0.00	-	Uprooted
5	5	2011	Shiraz/ USVIT 8-7	2.50	0.00	1.50	7,470	2.80	N	Drip	3H HEDGE	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
6	5	2011	Shiraz/ RICHTER 99	2.50	0.00	1.50	2,667	1.00	N	Drip	3H HEDGE	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
7	6	2007	Colombac/ RICHTER 99	2.80	0.00	1.50	1,481	0.62	N	Drip	2H HEDGE	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
8	7	2012	Cabernet Sauvignon/ USVIT 8-7	2.50	0.00	1.50	6,307	2.37	N	Drip	3H HEDGE	0	0	0.00	0	0	0.00	0	0	0.00	-	Production
9	8	2014	Ruby Cabernet/ USVIT 8-7	2.50	0.00	1.50	5,946	2.23	N	Drip	2H HEDGE	0	0	0.00	0	0	0.00	0	0	0.00	-	Production

Farm Number: 3037000

Farm Name: Sonnekus

Page 1 of 2

#	Block Number	Planting year	Cultivar / Rootstock	Planting Width (m)			Number Of Vines	Hectares	GPS	Irrigation System	Trellising System	Vines Uprooted			Vines Grafted				Vines Ammended			Single Vineyard	Status
				Between Rows	In Row							Year	Number	Ha	Previous Cultivar	Number	Ha	Year	Number	Ha			
					Wide	Narrow																	
11	4	2020	Sauvignon Blanc/ Ramsey	2.50	0.00	1.00	5,850	1.46	N	Drip	2H HEDGE	0	0	0.00	0			0	0.00	250	0.06	-	New
Total Hectares:								16.21															

40259



SERTIFIKAAT VAN INLYSTING

LAER OLIFANTSRIVIER WGV
PRIVAATSAK X1
VREDENDAL
8160
27/06/2025

Tel nr: (027) 2132043/4
Faks nr: (027) 2133519

Eienaar: NOLTE JE

Sked no	ID	Plaasnaam	Grondbeskrywing	Art 56/3	Grootte (ha)	Water lisensie (ha)	Inlysting (ha)
109	K25		PERSEEL 419 VAN OR NEDERSETTING 317	0.0000	9.8878	0.0000	7.7000
132	K25B		PERSEEL 78 VAN OR NEDERSETTING 317	0.0000	10.4334	0.0000	6.0000
Totaal				0.0000	20.3212	0.0000	13.7000

AUCTION RULES and CONDITIONS OF SALE (AGRICULTURAL LAND)
after signing by the Purchaser and Seller, a purchase agreement will be set

PLACE OF AUCTION: ON THE PREMISES
DATE OF AUCTION: FRIDAY 29 MAY 2026
TIME OF AUCTION: 11:00

HOME AND HECTARE (PTY) LTD

Represented by: APPIE MARITZ
(the "AUCTIONEER")

duly instructed by

JACOBUS EVERHARDUS NOLTE
ID Number: 6512165125087
(the "SELLER")

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

TITLE DEED DESCRIPTION:

ERF 78 OLIFANTSRIVER SETTLEMENT, DIVISION VANRHYNSDORP, WESTERN CAPE PROVINCE. 10,4334 HA
ERF 419 OLIFANTSRIVER SETTLEMENT, DIVISION VANRHYNSDORP, WESTERN CAPE PROVINCE. 9,8879 HA
ERF 801 OLIFANTSRIVER SETTLEMENT, DIVISION VANRHYNSDORP, WESTERN CAPE PROVINCE. 6,5266 HA
TOTAL EXTENT: 26,8479 HA

together with all improvements thereon and the entire farming operations being carried on thereon (the "**PROPERTY**") on the following terms and conditions:

1. AUCTION PROCEDURE

- 1.1. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act No 68 of 2008.
- 1.2. When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- 1.3. The above-mentioned property is sold subject to a reserve price.
- 1.4. Registration to bid at the auction:
 - 1.4.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must be in line with the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 1.4.2. A person who attends the auction to bid **on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.4.1 above. Where a person is bidding on behalf of a company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).

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- 1.5. The auction shall take place at the date and time as advertised or publicised and will not be postponed or delayed to enable any member or group of the public to partake in the auction.
- 1.6. The bidders' roll and vendor roll will be available for registered **BUYERS** for inspection with written notice and good reason during the normal office hours at the business premises of the **AUCTIONEER**.
- 1.7. All money due to the **SELLER** in terms of the rules of auction and conditions of the auction will be paid in the **SELLER's** lawyers trust account for the benefit of the **SELLER**, or alternatively into a nominated **AUCTIONEER's** trust account.
- 1.8. The **AUCTIONEER** will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of the **PROPERTY** by the **SELLER**.
- 1.9. Should the **AUCTIONEER** become aware of any error on advertising material or any other publication or amendment to these rules of auction, the **AUCTIONEER** will prior to the auction point out such matters and when necessary, amend such errors in the advertisement or publication.
- 1.10. The total cost of advertising and conducting the auction are set out in the seller's mandate.
- 1.11. Every prospective purchaser must read the rules of auction and must not bid unless he or she has done so. Should a prospective purchaser that is registered bid at the auction it would be assumed that the purchaser has read the rules of auction.
- 1.12. Every bid shall constitute an offer to purchase the **PROPERTY** for the amount bid upon the terms and conditions contained herein, which the **SELLER** or the **AUCTIONEER** may accept or reject in their absolute discretion. The **SELLER** shall be entitled, in its absolute discretion, to withdraw the **PROPERTY** from sale prior to acceptance by the **SELLER**.
- 1.13. If no bid equals or exceeds the reserve price, the **PROPERTY** may be withdrawn from the auction. The **SELLER** shall be entitled to instruct the **AUCTIONEER** to accept any lower bid.
- 1.14. In the event of any dispute arising between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
- 1.15. The **AUCTIONEER** shall be entitled to correct any errors made by him.
- 1.16. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for the rules of auction, during which time the offer shall be open for acceptance by the **SELLER** or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.17. The highest bidder (the "**PURCHASER**") shall sign the Conditions of Sale immediately on the fall of the hammer.

2. ACCEPTANCE AND CONFIRMATION

- 2.1. The **PURCHASER's** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12:00 on 5 JUNE 2026**.
- 2.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these conditions of sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER / ATTORNEY** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. PURCHASE PRICE

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

- 3.1 a deposit of **5 % (FIVE PERCENT)** of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on the fall of the hammer, which amount the **PURCHASER** hereby authorises and instructs the **AUCTIONEER** to pay over to the **SELLER's** attorneys. In the case where a deposit is paid into a nominated trust account of the **AUCTIONEER**, the **PURCHASER** authorise herewith the **AUCTIONEER** to give command that the deposit amount is to be paid over to the **SELLER's** attorneys on request by the **SELLER's** attorneys.
- 3.2 The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** and/or the **SELLER's** attorney to invest amounts paid on account of the purchase price in an interest-bearing account, until registration of the **PROPERTY** into the name of the **PURCHASER**, after which the interest shall accrue to the **PURCHASER**.
- 3.3 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the **SELLER's** attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The aforesaid guarantee shall be presented to the **SELLER's** attorneys within 45 (forty five) days from receipt of a written request to the effect from the **SELLER's** attorneys.

4. VALUE-ADDED TAX/TRANSFER DUTY

In the case where the property is sold as a going concern, the parties hereto agree as follows:

- 4.1 The purchase price is inclusive of VAT at the rate of zero percent.
- 4.2 It is recorded that it is the intention of the parties that this transaction be a zero rate VAT transaction in terms of section 11 (1) (e) of the Value-Added Tax Act (the "Act").
- 4.3 It is recorded that:
 - 4.3.1 the property constitutes an enterprise as defined in the Act and is sold as a going concern that will on the date of transfer be an income earning activity capable of separate operation, and the, and the purchase of the property shall be 'zero rated' in terms of section 11 (1) (e) of the Act;
 - 4.3.2 The assets and all other aspects of the business that are necessary for carrying on the enterprise are sold to the **PURCHASER**.
- 4.4 The **SELLER** and **PURCHASER** respectively warrant to the other that they will, with effect from the date of registration of this transaction in the deeds office, be registered as vendors in terms of the Act.
- 4.5 If for any reason VAT is payable on this sale at a rate other than at the zero rate, then the **PURCHASER** agrees and undertakes that the **PURCHASER** will be liable for payment of any such VAT or additional VAT and such VAT will be added to the purchase price and payable on registration of transfer and shall be secured as provided for in clause 3.3 above.
- 4.6 In the event of VAT being payable on the purchase price as a result of the sale, such VAT shall be payable by the **PURCHASER**, in addition to the purchase price, to the **SELLER's** attorneys immediately on demand.
- 4.7 In the event that the **SELLER** on date of registration of this transaction in the deeds office is not registered as a dealer in terms of the Act, then the **PURCHASER** shall be liable to pay transfer duty on the purchase price.
- 4.8 The Transfer Duty will be payable immediately upon demand by the **SELLER's** attorneys.

5. AUCTIONEER'S COMMISSION

- 5.1. Besides the purchase price, the **PURCHASER** is liable for payment of the **AUCTIONEER's** commission at a rate of **7 % (SEVEN PERCENT)** plus VAT at the prevailing rate and will be paid over to the **AUCTIONEER**.

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- 5.2. The commission will be deemed to have been earned and is payable immediately upon the signing of acceptance of the **PURCHASER'S** offer in terms hereof by the **SELLER**.
- 5.3. The **PURCHASER** shall pay the full amount of **AUCTIONEER's** commission into the nominated account of the **AUCTIONEER** immediately on the fall of the hammer, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** or the **SELLER's** attorneys for the benefit of the **PURCHASER** pending acceptance by the **SELLER** of the **PURCHASER's** offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period as set out in clause 2.1.
- 5.4. Where the **SELLER** accepts the offer of the **PURCHASER**, the **PURCHASER** authorizes the **AUCTIONEER** and/or the **SELLER's** attorney to immediately pay over the commission earned plus VAT, to the **AUCTIONEER** from the trust account.
- 5.5. Should the **SELLER** or **PURCHASER** fail to meet their commitments under this agreement, the **AUCTIONEER** shall be entitled to recover such commission from the party responsible for breach of contract. It is hereby recorded that should this sale be cancelled by mutual agreement, the **AUCTIONEER** shall be entitled to the commission under this agreement which shall be jointly and severally payable by the **SELLER** and the **PURCHASER**.
- 5.6. The provisions of the clause 5 are inserted and intended for the benefit of the **AUCTIONEER** who by his signature hereto, accepts such benefit.

6. OCCUPATION, POSSESSION AND RISK

- 6.1. Occupation, possession and risk shall pass to the **PURCHASER** on date of registration of the **PROPERTY** in the name of the **PURCHASER**.
- 6.2. If the **PURCHASER** take occupation of the **PROPERTY** before registration of transfer the **PURCHASER** shall be liable to pay occupation rent to the **SELLER**, as mutually agreed to by all parties, which amount is payable monthly in advance, on the 1st (first) day of each month from the date of occupation until registration of the **PROPERTY** in the name of the **PURCHASER**, both days inclusive, payable directly to the **SELLER's** attorney (reduced *pro rata* for any period less than a month).

- 6.3. In the case of occupation prior to registration all risks in respect of the **PROPERTY**, buildings and improvement, shall pass to the **PURCHASER**.
- 6.4. From the date of occupation, the **PURCHASER** shall be obliged, at his own expense, to take out comprehensive insurance cover over all improvements on the **PROPERTY** and to cede such policy to the **SELLER** as collateral security until such time as the **PROPERTY** has been transferred into his name.

7. **RATES AND TAXES**

- 7.1. The **SELLER** shall be liable for all rates and taxes and other municipal charges levied on the **PROPERTY** for the period prior to date of possession and the **PURCHASER** shall be liable for all rates and taxes and other municipal charges levied thereafter.
- 7.2. The **PURCHASER** shall refund to the **SELLER** a *pro rata* share of all rates and taxes and services paid in advance by the **SELLER** for the period after the date of possession, which refund shall be paid upon registration of transfer.

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

- 8.1. The **SELLER**, **AUCTIONEER** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the purchase price from the **SELLER**, if he is a non- resident and pay such withheld portion to the South African Revenue Service in terms of Section 53A of the Income Tax Act, (hereinafter referred to as the "Act").
- 8.2. In the event that the South African Revenue Service, furnishes a directive, wherein the **SELLER** is regarded as a Non-Resident for Income Tax purposes;
- 8.1.1 The **PURCHASER** hereby irrevocably instructs the **SELLER's** attorney upon registration of transfer to withhold the prescribed percentage of the purchase price and to pay same to SARS within 14 (fourteen) days of registration of transfer.
- 8.1.2 The **SELLER** shall be entitled to obtain a directive from the South African Revenue Services for the non-withholding or a reduced withholding, of tax, which directive shall be delivered to the conveyancer within 21 (twenty one) days of the date of acceptance of this agreement, failing which the **SELLER** shall be bound by the percentage as determined by the Income Tax Act.

9. **TRANSFER AND COSTS OF TRANSFER**

- 9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total purchase price and all other amounts for which the **PURCHASER** may be liable in terms hereto, have been paid and/or payment thereof has been secured as herein provided.
- 9.2. Transfer of the **PROPERTY** shall be passed by the **SELLER's** attorneys as soon as possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3. Transfer of the **PROPERTY** shall be effected by the **SELLER's** attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, disbursements and VAT (if applicable), in respect of such transfer shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance institution approving the finance.
- 9.4. Registration of transfer of the **PROPERTY** into the name of the **PURCHASER** shall be attended to by the following attorney firm:
-

10. **EXISTING LEASE AGREEMENTS**

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

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

11. REPAIRS AND IMPROVEMENTS

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

12. VOETSTOOTS, EXTENT AND REPRESENTATIONS

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

13. BREACH

- 13.1 If one of the parties commits a breach of this agreement or fails to comply with any of the provisions hereof, then the **aggrieved party** shall be entitled to give the **defaulting party** 7 (seven) days' notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the aggrieved party be reduced to 48 (forty eight hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:
 - 13.1.1 To cancel this agreement and upon cancellation: -
 - 13.1.1.1 If the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER'S** commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER'S** consent. The parties specifically agree that the **AUCTIONEER** shall be entitled, but not obliged, to immediately resubmit the **PROPERTY** for auction; and
 - 13.1.1.2 If the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER'S** default; **OR**
 - 13.1.2 To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.
- 13.2 Upon cancellation of this agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER'S** title or by his permission. Occupation shall be re-delivered to the **SELLER** in the same good condition as at the date of possession, by the **PURCHASER**.
- 13.3 Occupancy of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.
- 13.4 Notwithstanding what is contained herein, should the **PURCHASER** pay any amount as required under these rules of auction, the parties record and agree that the **AUCTIONEER** shall be entitled to first deduct from any such money paid under these rules of auction, **the value of its commission and any direct costs** incurred and recover any shortfall thereon from the **PURCHASER**.
- 13.5 It is recorded further that the deduction by the **AUCTIONEER** of commission due to it under the sale does not absolve the **PURCHASER** from any and all other obligations arising from these rules of auction.

14. LEGAL COSTS

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

15. **ADDRESS / DOMICILIUM**

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

16. **JOINT AND SEVERAL LIABILITY**

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

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

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

18. **EMPLOYMENT CONTRACTS**

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

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

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

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

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

18.5.1. Any accrued leave in respect of the particular employee based on the effective date of transfer of **PROPERTY** in the name of the **PURCHASER**;

18.5.2. The value of the severance package of the specific employee as calculated on the effective date of transfer of the **PROPERTY** in the name of the **PURCHASER**.

18.6. Except as provided for in clause 18.5 above, the **PURCHASER** hereby indemnifies and holds the **SELLER** blameless against any claim which may be instituted against the **SELLER** by any of the employees transferred to the **PURCHASER** pursuant to clause 18.2 or otherwise arising from the dismissal of any of the said employees after the date of transfer, or arising from the failure of the **PURCHASER** to perform any of its obligations relating to the terms and conditions of employment of the said employees.

18.7. Notwithstanding anything to the contrary herein contained the **PURCHASER** shall not be entitled to terminate the services or any employee prior to the registration of transfer of the **PROPERTY**.

18.8. The **SELLER** assumes the responsibility to disclose the contents of this clause 18 to the employees that will be affected by this agreement and to explain its implications to such employees.

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

19.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Section 112 of the Companies Act 71 of 2008 ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

- 19.2. If Section 112 is applicable and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112, within 30 (thirty) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale with the **PURCHASER's** offer to the **SELLER's** attorney.

20. **COMPANY TO BE FORMED**

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

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

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

22. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

- 22.1 The **SELLER** hereby undertakes to furnish the **SELLER's** attorneys, prior to transfer to the **PURCHASER**, with a certificate of compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such, shall be borne by the **SELLER**.
- 22.1.1 Upon the **SELLER** furnishing the **SELLER's** attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.
- 22.2 The **SELLER** warrants that, as at date of occupation or transfer, there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.
- 22.3 In the event of an electric fence certificate on the property, the **SELLER** shall, in compliance with Section 12(2) of the Electrical Machinery Regulations 2011, provide the **PURCHASER** with an additional Compliance Certificate issued by an accredited authority confirming compliance of the electric fence installation with SANS 60335-2-76.

23. **ALIEN AND INVASIVE SPECIES REGULATIONS**

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

24. **MAGISTRATES' COURT JURISDICTION**

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

25. **INTERPRETATION**

In this agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include body corporate.

26. **GENERAL CLAUSES**

- 26.1 These rules of auction and conditions of sale constitute the whole agreement between the parties as to the subject matter hereof and no agreement, representation or warranty between the parties other than those set out herein are binding on the parties.

- 26.2 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any party hereto may have given, shall be binding unless recorded in a written document signed by all parties.
- 26.3 No variation or alteration or cancellation of these conditions of sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the parties hereto.
- 26.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and vice versa.
- 26.5 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 26.6 The **SELLER** and the **PURCHASER** warrants that they are duly authorised to sign acceptance of the Deed of Sale.

ADDITIONAL CONDITIONS

POPI ACT 4 OF 2013

The Seller/s and the Purchaser/s hereby give their consent to the estate agency/ies involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

We hereby give permission to receive Future Real Estate Related Marketing from Home & Hectare:

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE

_____ DAY OF _____ 20____

And sold by the rise for the amount of

R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "**PURCHASER**")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Email) _____

(Cell) _____

TO:

MR/MRS/MS _____

(hereinafter referred to as the "**PURCHASER**")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Email) _____

(Cell) _____

MARITAL STATUS: _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME: _____

SPOUSE'S ID NO: _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ **20** _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

HOME AND HECTARE (PTY) LTD duly authorised (**hereby accepting all the rights conferred upon it in terms of this Agreement**)

ACCEPTANCE AND CONFIRMATION

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ **20** _____

AS WITNESSES:

1. _____

SELLER (and where applicable the
SELLER is duly authorised)
2. _____

SELLER'S ADDRESS:

I hereby certify that the auction rules to the best of my knowledge meet the requirements of Regulation 21

AUCTIONEER

AUCTIONEER FULL NAME/S: _____
ADDRESS: _____
CONTACTNUMBER: _____

SCHEDULE 1

SPECIAL CONDITIONS

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

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

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ **20**_____

AS WITNESSES:

1. _____

2. _____ **PURCHASER** _____

SIGNED AT _____ **ON THE** _____ **DAY OF** _____ **20**_____

AS WITNESSES:

1. _____

2. _____ **SELLER** _____

SCHEDULE 2

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

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SCHEDULE 3

The following items are staying with the property and are included in the sale

All farming equipment – approximate value R1.6m, this is not the replacement value

Landini Tractor Rex85F
Fiat Tractor with attached topper
Kubota ATV RTVX1140
Mini Baler OsamRB850
Ideal Spray Pump 1000lt
Slasher Ploebak 1.8m
Fertiliser Spreader OsamFS500
Lucerne Mower Orbach
Lucern Rake
Compressor
2 x Spare PTO's
Disk BPI
Mechanical Weed machine (Clemens) with ripper tines
Weed Spray BPI 600lt with 12m boom
Grupp BPI
Fertiliser Applicator
Venter Trailer – unused
2 x Grape Wagons
1 x 1000l mobile water tank with fitted with Honda motor pump
Refuse Trailer
+/-100x plastic fruit crates

Workshop

All tools (excluding power tools, welder and wall mounted tool box)
Various pipe fittings, taps and spares
1 x Felco Battery pack pruner

Diesel Store

2000lt diesel tank with electric digital pump
2 x Brush Cutters
2 x Rucksack Sprays
Assortment of Herbicides/Pesticides
Oils

Garage

1 x Chest Freezer
Assorted paints and brushes
Shelving
Vegetable boxes

Pipe Store

Various pipes
Various Irrigation
Paints
Wires
Tiles

Laundry Room

Washing Machine
Tumble Dryer

Braai Room/Indoor Patio

Curtains
2 x TV's
Sleeperwood Dining Table and Sideboard
Woodburner Jotul 3
Log ~Barrel

Kitchen

Dishwasher
Fridge Freezer
Smeg Gas Oven
TV

Main Bedroom

King Size Bed
TV

Bedroom 2

Queen Size Bed

Bedroom 3

2 x $\frac{3}{4}$ beds
1 x bedside table

Garden Shed

All Spades, forks and farming handtools
Petrol mower

Assorted pots and plants

Guest Cottage

1 x Double Bed and bedding
2 x $\frac{3}{4}$ Beds and bedding
Fridge Freezer
Stove/Oven
Microwave
Cutlery
Crockery

Rental Cottage

Fridge Freezer
Microwave
Cutlery
Crockery
Double bed and bedding
Bedside Cabinets
Kiaat 3pc Suite
Towels

Also included
All curtains and voiles

DEED OF SURETYSHIP

I / We the undersigned,

ID NUMBER: _____

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

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____
SURETY

2. _____
SELLER

HOME AND HECTARE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

HELD AT _____ ON _____

RESOLVED THAT:

- 1. The CLOSE CORPORATION BUYS the following PROPERTY

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

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Company BUYS the following PROPERTY

from _____

for **R** _____
2.

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

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Trust BUYS the following PROPERTY

from _____

for R _____
2.

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

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

Certified a true copy,

TRUSTEE

JOOSTE & LEIDIG
2de VLOER, BLOK A
DE WAGENWEG KANTOORPARK
ADAM TASWEG
STELLENBOSCH

Opgestel deur my

Heidig
TRANSPORTBESORGER
HESWICK-ML
LEIDIG, N

FEE

R. 600,00

DATA / CAPTURE

13 OCT 2010

NCAPAI LINDA

T

053329 / 10

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

JACOBUS PETRUS VAN ZYL

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

PIET STEENKAMP AGENBAG
Identiteitsnommer 640203 5099 08 6
Getroud buite gemeenskap van goed

geteken te KOEKENAAP op 5 JUNIE 2010

En genoemde Komparant het verklaar dat sy prinsipaal, op 17 Maart 2010, waarlik en wettiglik verkoop by Privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby sedeer en transporteer aan en ten gunste van

JACOBUS EVERHARDUS NOLTE
Identiteitsnommer 651216 5125 08 7
Ongetroud

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

1. **PERSEEL 78 OLIFANTSRIVIERNEDERSETTING**
IN DIE MUNISIPALITEIT MATZIKAMA
AFDELING VAN VANRHYNSDORP, PROVINSIE WES-KAAP

GROOT 10,4334 (TIEN KOMMA VIER DRIE DRIE VIER) Hektaar

AANVANKLIK OORGEDRA kragtens Sertifikaat van Geregistreeerde Titel Nr T5887/1953 met Kaart Nr 8438/1950 wat daarop betrekking het en gehou kragtens Transportakte Nr T46317/1994

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Sertifikaat van Verenigde Titel Nr T2419/1928.
- B. **ONDERHEWIG VERDER** aan die bepalings van Artikel 48 en Artikel 52 van die Nedersettingswet 1956 (Wet nr 21 van 1956) soos vervat in Skedule A tot Grondbrief Nr T127/1963 en wat soos volg lees:

EN NIE ONDERHEWIG aan voorwaardes B 48(1) en (2) (a) op bladsy 3 van Transportakte Nr T46317/1994 vanweë Artikel 53 van die Wysigingswet op die Registrasie van Myntitels Wet Nr 24 van 2003.

EN NIE ONDERHEWIG aan voorwaardes (3) en (4) (a) en (b) op bladsy 4 van Transportakte Nr T46317/1994 vanweë Artikel 53 van die Wysigingswet op die Registrasie van Myntitels Wet Nr 24 van 2003.

52. (1) Die Staatspresident kan te eniger tyd op die wyse en onder die voorwaardes wat hy goedvind:
 - (a) damme of reservoirs op 'n hoewe aanlê of die aanleg daarvan magtig;
 - (b) watervore, pyplyne, kanale en afvoerslote op, deur of onder 'n hoewe aanlê of die aanleg daarvan magtig, en water van of oor 'n hoewe ten voordele van die publiek of 'n eienaar of okkupeerder van naburige grond lei of toelaat dat dit gelei word.

- (c) met inagneming van enige toepaslike wetsbepalings, spoorlyne, paaie en telegraaf- en telefoonlyne op of oor 'n hoewe aanlê en eksploteer, of die aanleg en eksploteering daarvan magtig.

- (2) Enige materiaal wat vir die doeleindes van 'n sub-artikel (1) bedoelde werke nodig is, kan van die betrokke hoewe geneem word, en vergoeding is aan die betrokke huurder betaalbaar vir enige verlies deur hom gelyk as gevolg van die uitoefening van 'n deur daardie sub-artikel verleende bevoegdheid.

N.B. Die woord "huurder" beteken iemand aan wie kragtens hierdie Wet, 1956, 'n hoewe toegeken, verhuur, verkoop of uitgegee is en, behoudens die bepalinge van hierdie Wet, ook die kurator, by insolvensie van so iemand, of die regsvertegenwoordiger van so iemand wat oorlede is, of kranksinnig geword het of 'n wettige regsverkrygende of onderverhuurder van so 'n iemand. "Hoewe" beteken enige grond wat ingevolge hierdie Wet toegeken of verhuur is, en ook sodanige grond ten opsigte waarvan kragtens hierdie Wet die opsie om te koop uitgeoefen is of 'n grondbrief of transportakte uitgereik is; "minerale" sluit in mineraalprodukte, mineraalolies, metale en edelgesteendes. (Sien Artikel 1 van die Nedersettingswet, 1956).

C. ONDERHEWIG VERDER aan die voorwaardes vervat in Skedule B tot Grondbrief Nr T127/1963, wat as volg lees:

- (1) Die voorwaarde dat die eienaar tesame met ander huurders en/of eienaars, wanneer deur die Minister van Lande verlang, aansoek moet doen om die instelling van 'n Komitee van Beheer ooreenkomstig artikel 78 van die Kroongrond Nedersettingswet 1956. Die eienaar moet hom onderwerp aan sodanige regulasies en reëls as wat met toestemming van die Minister van Lande, deur genoemde Komitee van tyd tot tyd opgestel mag word vir die kontrole en beheer van enige sake van gemeenskaplike belang. Tot tyd en wyl sodanige Komitee ingestel is, sal die bedoelde kontrole en beheer uitgeoefen word deur die Superintendent van die nedersetting of ander gemagtigde beampte wat die reg sal hê om hom op sodanige van die eienaars en/of huurders wat hy nodig mag ag te beroep om te help, hetsy by wyse van arbeid of kontant. Ingeval van enige verspoeling in enige voor, veroorsaak deur nalatigheid van die eienaar, sal sodanige skade deur die genoemde Beheerkomitee of by gebrek aan sodanige Komitee, deur die Superintendent van die nedersetting of ander gemagtigde beampte gewaardeer word. Die eienaar sal aanspreeklik wees vir sodanige skade.
- (2) Die voorwaarde dat die Staat geen aanspreeklikheid aanvaar vir enige verlies wat die eienaar mag ly as gevolg van waterskaarste of enige beperking van water, of enige misoeste as 'n gevolg daarvan, of vir enige skade wat deur oorstroming, deursypeling of enige oorloop van water veroorsaak is nie.
- (3) Die voorwaarde dat die eienaar ingeval die hele of enige gedeelte van die hiermee toegekende grond gebruik word vir die weiding van vee van watter soort ook die grense daarvan asook die kante van alle besproeiingskanale, vore of affleivore wat daaroor gaan, tot bevrediging van die Minister van Lande moet omhein.
- (4) Die voorwaarde dat die eienaar, tesame met ander huurders en/of eienaars, verantwoordelik is vir die onderhoud en instandhouding van alle weë oor die Nederzetting wat nie deur die Provinsiale Administrasie, die

Afdelingsraad of ander openbare liggaam geadministreer of beheer word nie. Die eienaar verbind hom uitdruklik om enige heffing of belasting wat opgelê mag word te betaal, of om enige arbeid te lewer wat deur enige Komitee van Beheer, wat ooreenkomstig Artikel 78 (1)(d) van die Nederzettingwet 1956, aangestel is of deur die Minister van Lande of 'n amptenaar wat op sy gesag handel, van hom geëis mag word in verband met sodanige weë.

(5) Die voorwaarde dat die hiermee toegekende grond onderworpe is aan al die servitute ten aansien van regte-van-weg, paaie, kanale en deurgange wat daarop is of bestaan of hulle op die kaart van die grond aangetoon word al dan nie, en sodanige regte-van-weg, paaie, kanale en deurgange moet vry en onbelemmerd bly tensy hulle op bevoegde gesag gesluit of verander word. Waar geen voorsiening vir 'n pad ten gunste van aangrensende of naburige persele gemaak is nie, moet 'n pad op alle tye oor die grond toegestaan word in 'n geskikte rigting na die naaste publieke pad, mits dit volgens oordeel van die Minister van Lande nodig is. Ingeval van verskil betreffende die rigting van sodanige pad, is die beslissing van die Minister van Lande finaal en bindend vir alle partye. Die grond geniet 'n dergelike reg oor die ander persele soos hierbo vermeld.

(6) Die voorwaarde dat die eienaar as 'n vergunning sodanige aantal en soort lewende hawe (wat sy bona fine eiendom is) as wat die Minister van Lande en/of die Beheerkomitee (ingestel ooreenkomstig die bepalings van Artikel 78 (1)(d) van die Nederzettingwet 1956) voorskryf, op die restant van die Olifantsriviernedersetting mag laat wei, behoudens sodanige voorwaardes as wat bepaal mag word.

D. ONDERHEWIG VERDER aan die endossement gedateer 26 Maart 1984 aangebring op Transportakte Nr T2612/1964, welke endossement soos volg lees:

Endossement kragtens Artikel 2(2)(A) van Wet 48/1961

Kragtens magtiging van die Minister van Gemeenskapsontwikkeling gedateer 12/5/82 mag die gemelde eiendomme synde

- (1) Perseel 419 Olifantsriviernedersetting, groot 9,8879 ha en
- (2) Ged 1 van Perseel 435 Olifantsriviernedersetting, groot 10,4334 ha (nou bekend as PERSEEL 78 Olifantsriviernedersetting, groot: 10,4334 hektaar)

en die eiendom gehou kragtens Grondbrief Nr T15618/1984 hede gedateer synde Perseel 801 Olifantsrivier Nedersetting groot 6,5266 ha nie afsonderlik van mekaar vervreem word nie sonder die voorafverkreë toestemming van die Minister van Gemeenskapsontwikkeling gedee of sodanige voorwaarde(s) as wat die Minister wenslik mag ag om te stel.

Vir verdere besonderhede sien Magtiging gebêre as BC 11176/1984. Welke endossement betrekking het op paragrawwe 1 tot 3 hiervan.

**2. PERSEEL 419 OLIFANTSRIVIERNEDERSETTING
IN DIE MUNISIPALITEIT MATZIKAMA
AFDELING VAN VANRHYNSDORP, PROVINSIE WES-KAAP**

GROOT 9,8879 (NEGE KOMMA AGT AGT SEWE NEGE) Hektaar

**AANVANKLIK OORGEDRA kragtens Grondbrief Nr T127/1963 met Kaart Nr
2164/1944 wat daarop betrekking het en gehou kragtens Transportakte Nr
T46317/1994**

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Sertifikaat van Verenigde Titel Nr T2419/1928.
- B. **ONDERHEWIG VERDER** aan die voorwaardes vervat in Grondbrief Nr T127/1963 welke voorwaardes lees soos uiteengesit in paragraaf 1.B hierbo.
- C. **ONDERHEWIG VERDER** aan die voorwaardes vervat in Grondbrief Nr T127/1963, welke voorwaardes lees soos uiteengesit in paragraaf 1.C hierbo.
- D. **ONDERHEWIG VERDER** aan die endossement gedateer 26 Maart 1984 aangebring op Transportakte Nr T2612/1964, welke endossement lees soos uiteengesit in paragraaf 1.D hierbo.

3. **PERSEEL 801 OLIFANTSRIVIERNEDERSETTING
IN DIE MUNISIPALITEIT MATZIKAMA
AFDELING VAN VANRHYNSDORP, PROVINSIE WES-KAAP**

GROOT 6,5266 (SES KOMMA VYF TWEE SES SES) Hektaar

AANVANKLIK OORGEDRA kragtens Grondbrief Nr T15618/1984 met Kaart Nr L G 5736/1973 wat daarop betrekking het en gehou kragtens Transportakte Nr T46317/1994

A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Sertifikaat van Verenigde Titel Nr T2419/1928.

B. **GEREGTIG** op die bepalings van die endossement gedateer 3 Augustus 1946 op Sertifikaat van Verenigde Titel Nr T2419/1928, naamlik:

Kragtens Grondbrief Nr 79/1946 gedateer 12 Julie 1946 en geregistreer 3 Augustus 1946 is Perseel 159 Olifantsriviernedersetting daarby toegeken onderhewig aan 'n serwituut van reg van weg 5,67 meter wyd langs die grens van die genoemde Perseel gemerk BC op kaart 1940/1938 geheg aan genoemde Grondbrief ten gunste van die Restant van Perseel 317 Olifantsriviernedersetting (waarvan die gedeelte hierby toegeken 'n gedeelte uitmaak) hieronder gehou soos meer volledig sal blyk uit genoemde Grondbrief.

C. **ONDERHEWIG VERDER** aan die bepalings van die volgende endossement gedateer 21 November 1977 of Sertifikaat van Verenigde Titel Nr T2419/1928:

By Notarial Deed No K1047/1977S the property withinmentioned Remainder Lot 317 Olifantsriviernedersetting held hereunder is subject to a right in favour of the Electricity Supply Commission to convey ancillary rights and subject to conditions as will more fully appear from reference to the said Notarial Deed.

D. **GEREGTIG** tot die bepalings van die volgende endossement gedateer 27 April 1983 op Sertifikaat van Verenigde Titel Nr T2419/1928 in die volgende terme:

Remainder

By Deed of Grant No 18672/1983 the remainder of the within property is entitled to a servitude road 7 metres wide over Perseel 880 thereby transferred the middle line depicted by the broken line m.n. on Diagram 1554/1981 thereto annexed as will more fully appear from said Deed of Grant.

E. **GEREGTIG** tot die bepalings van die volgende endossement gedateer 24 November 1983 op Sertifikaat van Verenigde Titel Nr T2419/1928 wat soos volg lees:

Kragtens Grondbrief gedateer 27 September 1982 geregistreer hede onder Titel Nr T54083/1983 is die restant van Perseel 317 Olifantsriviernedersetting Geregtig op 'n serwituutpad 1,83 meter wyd oor Perseel 571 groot 4,9296 aangedui deur die lyn DE op Kaart LG4518/1963 daarby aangeheg. Soos meer volledig sal blyk uit genoemde Grondbrief.

F. **ONDERHEWIG VERDER** aan die volgende spesiale voorwaardes vervat in Grondbrief Nr T15618/1984, naamlik:

Hierdie toekenning geskied verder behoudens:

Nie onderhewig aan voorwaarde F.(a) op bladsy 10 van Transportakte Nr T46317/1994 vanweë Artikel 53 van die Wysigingswet op die Registrasie van Myntitels Wet Nr 24 van 2003.

(b) die voorwaarde dat –

(i) Perseel 801 gedeelte van Perseel 317 Olifantsriviernedersetting, Administratiewe Distrik Vanrhynsdorp, groot: 6,5266 hektaar toegeken kragtens hierdie grondbrief; en

(ii) Perseel 419 en gedeelte 1 van Perseel 435 albei Olifantsriviernedersetting, Afdeling Vanrhynsdorp, groot: 9,8879 hektaar en 10,4334 hektaar onderskeidelik gehou deur genoemde Theunis Johannes Francois Coetzee kragtens Transportakte Nr T2612/1964 gedateer 14 Februarie 1964 nie afsonderlik van mekaar vervreem mag word nie sonder die voorafverkreë skriftelike toestemming van die Minister van Gemeenskapsontwikkeling gegee op sodanige voorwaarde(s) as wat die Minister wenslik mag ag om te stel. Hierdie voorwaarde word in elke latere transport van die eiendom opgeneem; en

G. **NIE ONDERHEWIG** aan voorwaarde G op bladsy 11 van Transportakte Nr T46317/1994 vanweë Artikel 53 van die Wysigingswet op die Registrasie van Myntitels Wet Nr 24 van 2003.

H. **ONDERHEWIG VERDER** aan die voorwaardes vervat in Grondbrief Nr T15618/1984 soos uiteengesit in Skedule B tot genoemde Grondbrief en wat soos volg lees:

(a) die grond is onderworpe aan ewigdurende serwitute van waterleiding en/of dreinerings, soos omskryf in artikel 139, met insluiting van die regte bepaal in artikels 141(3) en 142(1)(a), (b) en (c) van die Waterwet, 1956, soos gewysig, ten aansien van enige bestaande kanale en afvoerslote gebou onder hierdie Staatswaterskema, ten gunste van die Republiek van Suid Afrika en is verder onderworpe aan die reg van die Minister van Waterwese, Bosbou en Omgewingsbewing of ander bevoegde gesag om enige verandering of vervanging te maak in die konstruksie of roete van die gesegde kanale en afvoerslote en om addisionele kanale en/of afvoerslote te bou. Die Staat sal onder geen omstandighede aanspreeklik wees vir enige skade of verlies wat deur die eienaars gely mag word oor of op die gedeeltes wat aan die gesegde serwitute onderworpe is nie;

- (b)
 - (i) die Minister van Waterwese, Bosbou en Omgewingsbewaring of ander bevoegde gesag by wie die verpligting vir die onderhoud van die verdelingsvore en afleivore hierna mag berus, die reg het om damme, reservoïrs, geleidings, watervore, geute, pypleidings en afleivore op die hierby toegekende grond aan te lê vir die toevoer van water na, of die afvoer van water van ander hoewes, of Staats- of privaatgrond, of vir publieke of ander doeleindes en om die nodige paaie langs sulke vore of afleivore te maak. Die behoorlik gemagtigde amptenare van die Staat of ander gemagtigde persone het te alle tye langs die genoemde paaie vrye deurgang oor die hierby toegekende grond vir die doel om sluise te reël en om, ingeval van belemmering van stroom te vore of afleivore te ondersoek, skoon te maak en te herstel;
 - (iii) Minister van Waterwese, Bosbou en Omgewingsbewaring of ander bevoegde gesag altyd die reg het om afleivore en dreineringsvore oor die hierby toegekende grond aan te lê en om materiaal daarvan te neem, benodig vir herstel of onderhoud van die leivore en dreineringsvore. Die skoonmaak, instandhou en herstel van die gesegde leivore en dreineringsvore moet deur die eienaar gesamentlik en afsonderlik met ander eienaars en/of huurders van hoewes binne die Nedersetting onderneem word;
- (c) die Staat, waterraad of ander bevoegde liggaam geen aanspreeklikheid aanvaar vir enige verlies wat die eienaar van die hierby toegekende grond mag ly as gevolg van waterskaarste of enige beperking van water of enige misoeste as gevolg daarvan, of enige skade wat deur oorstroming, deursypeling of enige oorloop van water veroorsaak is nie, en die eienaar het geen eis teen die Staat, waterraad of ander bevoegde liggaam vir enige vergoeding ten aansien daarvan nie;
- (d) alle paaie en deurgange wat wettig op die hierby toegekende grond aangelê is, vry en onbelemmer moet bly tensy sodanige paaie en deurgange op bevoegde gesag opgehef, gesluit of verander word;
- (e) 'n Reg-van-weg ten gunste van die huurders en/of eienaars van aangrensende of naburige hoewes op die nedersetting in 'n geskikte rigting na die naaste publieke pad te alle tye oor die hierby toegekende grond toegestaan moet word, ten gunste van die eienaars, huurders okkupeerders van die ander gedeeltes op die nedersetting, mits sodanige reg-van-weg volgens die mening van bevoegde gesag nodig is;
- (f) die eienaar moet, ingeval die hele of enige gedeelte van die hiermee toegekende grond gebruik word vir die weiding van vee van watter soort ookal, die grense daarvan asook die kante van alle besproeiingskanale, vore of afleivore wat daaroor gaan, moet omhein ooreenkomstig spesifikasies deur die Minister van Waterwese, Bosbou en Omgewingsbewaring vasgestel.

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

PIET STEENKAMP AGENBAG , Getroud soos vermeld

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

JACOBUS EVERHARDUS NOLTE , Ongetroud

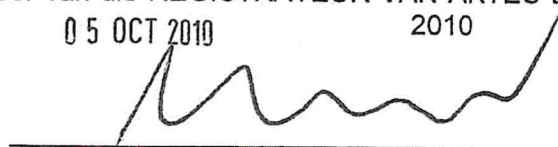
sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hy dat die verkoopprijs die bedrag van **R1 500 000,00 (Een Miljoen Vyf Honderd Duisend Rand)** beloop.

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

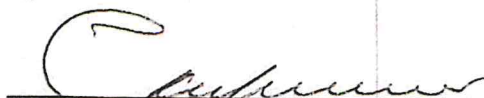
ALDUS GEDOEN EN VERLY op die Kantoor van die REGISTRATEUR VAN AKTES te Kaapstad op

05 OCT 2010

2010


q.q.

In my teenwoordigheid


REGISTRATEUR VAN AKTES