



Upcoming Tender in
Darling...

27 March 2026 @ 11H00

WEB REF: RL6248 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Tender in *Darling...*

WEB REF: RL6248 | POA

Tender Closes:

Friday 27 March 2026 at 11H00

Viewing:

By Appointment

Venue:

BKB GrainCo, Cecilia Square, Paarl

Website:

[Click here](#)

Tender Options:

Offered as 3 separate farms or as a unit

HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property for Sale in *Darling...*

3 X ADJACENT FARMS FOR SALE BY TENDER:

Offered as 3 separate farms or as a unit.

FARM 1: VYEKRAAL – 1217 HA

± 521ha of arable land.

± 157 ha land for grazing or tea.

± 538 ha Port Jackson and Rooikrans bush and marshes offer good winter livestock grazing.

Improvements: Spacious dwelling consisting of 5 bedrooms, 3 bathrooms, 3 living areas, kitchen, office and laundry. 10 x workers' houses, 10 x stores, dairy, 3 sheds, outbuildings, garage and weighbridge. Solar system.

Power: 150 KVA Eskom power with 50 KVA backup electricity.

Water: Voëlvlei water scheme and borehole.

Divided into 19 camps.

Sufficient water for livestock.

Excellent infrastructure.

Upcoming Tender in *Darling*

WEB REF: RL6248 | POA



HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property Description in *Darling...*

WEB REF: RL6248 | POA

Registered Owner:	E DE G GENIS IN HIS CAPACITY AS EXECUTOR OF THE ESTATE LATE AF LOEDOLFF
Master's Reference Number:	011377/2025
Title Deed Description:	PTN 3 OF FARM 536 LELIE BLOEM, MALMESBURY RD, WESTERN CAPE PROVINCE.
Extent:	201,2288 HA
Title Deed Description:	REMAINDER OF FARM 537 VYGE KRAAL, MALMESBURY RD, WESTERN CAPE PROVINCE.
Extent:	1016,6421 HA
Total Extent:	1217,8709 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.

HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property for Sale in *Darling...*

3 X ADJACENT FARMS FOR SALE BY TENDER:

Offered as 3 separate farms or as a unit.

FARM 2: KORHAANSRUG – 1028 HA

± 474 ha of arable land.

± 246 ha land for grazing or tea.

± 308 ha Port Jackson and Rooikrans bush and marshes offer good winter livestock grazing.

Improvements: Dwelling consisting of 3 bedrooms; 3 bathrooms; 3 living areas and kitchen, 4 x workers' houses; 4 x stores; 4 x garages and school.

Electricity: 100 KVA Eskom power.

Water: Voëlvllei water scheme and borehole for livestock.

Divided into 15 camps with livestock waters.

Good grazing camps.

Good infrastructure.

Upcoming Tender in *Darling*

WEB REF: RL6248 | POA



HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property Description in *Darling...*

WEB REF: RL6248 | POA

Registered Owner:	E DE G GENIS IN HIS CAPACITY AS EXECUTOR OF THE ESTATE LATE AF LOEDOLFF
Master's Reference Number:	011377/2025
Title Deed Description:	REMAINDER OF FARM 538 KNORHAANS RUG, MALMESBURY RD, WESTERN CAPE PROVINCE.
Extent:	1028,9304 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.

HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property for Sale in *Darling...*

3 X ADJACENT FARMS FOR SALE BY TENDER:

Offered as 3 separate farms or as a unit.

FARM 3: DE LELIE – 430 HA

± 310 ha of arable land.

± 23 ha Port Jackson and Rooikrans bush and marshes offer good winter livestock grazing.

Improvements: Dwelling consisting of 3 bedrooms; 2 bathrooms; living area; kitchen. 4 x workers' houses; Store.

Electricity: 100 KVA Eskom power

Divided into 9 camps with livestock waters.

Good infrastructure.

Upcoming Tender in *Darling*

WEB REF: RL6248 | POA



HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property Description in *Darling...*

WEB REF: RL6248 | POA

Registered Owner:	VYEKRAAL PLASE TRUST
Registration Number:	1869/2008
Title Deed Description:	PTN 1 (DE LELIE) OF FARM 461 OLYPHANTSFONTYN, MALMESBURY RD, WESTERN CAPE PROVINCE.
Extent:	430,8484 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.

HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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



Date created: 2026/01/26

0.0 0.55 1.1 1.7 2.2 2.8 km



Western Cape
Government
FOR YOU

Get in touch...

WEB REF: RL6248 | POA

Appie Maritz

082 825 3895

appie.maritz@homeandhectare.com

Albie Loubser

082 573 9902

albie.loubser@homeandhectare.com

WWW.HOMEANDHECTARE.COM

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

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

WWW.HOMEANDHECTARE.COM

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

CONDITIONS OF TENDER AND OF SALE

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

duly authorized by: **E DE G GENIS IN HIS CAPACITY AS EXECUTOR OF THE ESTATE LATE AF LOEDOLFF**
Master's Reference Number:011377/2025
(Hereinafter referred to as the **SELLER**)

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

PTN 3 OF THE FARM 536 LELIE BLOEM, MALMESBURY RD, WESTERN CAPE PROVINCE.	Extent: 201,2288 HA
REM OF THE FARM 537 VYGE KRAAL, MALMESBURY RD, WESTERN CAPE PROVINCE.	Extent: 1016,6421 HA
TOTAL EXTENT: 1217,8709 HA	

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

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

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

8. Tenders close at **11:00** on **FRIDAY 27 MARCH 2026**
Duly completed tenders in sealed and stamped envelopes, clearly marked:
“**TENDER: DARLING**” must reach the offices of **HOME AND HECTARE (Pty) Ltd**
at street address: **BKB GRAINCO, 100 CECILIA STREET, CECILIA SQUARE, PAARL**
by no later than **11:00** on **FRIDAY 27 MARCH 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 **3 APRIL 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 **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, as mutually agreed upon 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 **SIX PERCENT (6 %)**, 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 in accordance with Regulation 85 of the deeds Registration Act No. 47 of 1937, as amended, including the cost of obtaining any permit, certificate of identification or official consent which may be required in accordance with the provisions of any law applicable to Soil Conservation, sub-division of ground and the preservation of natural resources and physical planning.
- 15.6 Payment of the cost of obtaining a certified copy of the Diagram, or Diagrams of the **PROPERTY**, if required.
- 15.7 Payment of the cost of any new Diagram should a re-survey, sub-division or consolidation be required.
16. Where applicable the **SELLER** is responsible for obtaining at his expense, a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended, if such a current Certificate is not available. The **SELLER** shall within 14 (fourteen) days of fulfilment of the suspensive conditions as in clause 2 of this agreement, and after the **PURCHASER** paid the transfer fees, and signed the transfer documents, obtain and deliver the said Certificate to the Conveyancer. Should the **SELLER** fail to furnish the Certificate of Compliance for the electrical installation, the **PURCHASER** will be entitled to obtain the certificate and in that event the **SELLER** hereby authorises the Conveyancer to deduct the cost of obtaining such certificate from the net proceeds and to reimburse the **PURCHASER**. The **SELLER** undertakes not to make any changes in respect of the electrical installation in the **PROPERTY** after delivery of the Certificate of Compliance.
17. The **PURCHASER** is obliged to request the transfer attorney, after confirmation of the sale, to provide a valid income tax exemption certificate.
18. This agreement shall not be declared invalid as a result of any error in the description (as contained herein) of the **PROPERTY**. Neither the **SELLER** nor the **PURCHASER** shall as a result of such error be entitled to make any claim the one against the other, but the mistake shall be rectified as soon as it is discovered.
19. The **PURCHASER** and the **SELLER** hereby acknowledge that this Agreement constitutes the entire agreement between them. Furthermore no deviation from the conditions thereof shall be valid unless it is recorded in writing and signed by both **PURCHASER** and **SELLER**.
20. Should the **PURCHASER** fail or neglect to fulfil all the conditions of these Conditions of Sale promptly, the **SELLER** at his entire discretion shall have the right to demand specific performance of the conditions of these Conditions of Sale, or alternately to claim cancellation of the sale.
- In the latter event the **SELLER** shall have the right to repossess the **PROPERTY** together with all improvements thereon, in which case the **PURCHASER** undertakes to vacate the **PROPERTY** within 48 hours of receiving notice from the **SELLER** of such neglect to fulfil any of the conditions and the **PURCHASER** shall forfeit in favour of the **SELLER**, all payments already made by the **PURCHASER** in terms hereof. The **PURCHASER** shall further not be entitled to demand any compensation in respect of any improvements effected by the **PURCHASER** on the **PROPERTY** or in respect of any buildings or other erections erected by him on the **PROPERTY**.
21. Should the **PURCHASER** breach, or otherwise fail to comply with any of the terms and conditions hereof and remain in default for a period of 7 (seven) days after receipt of written notice sent by prepaid registered post, requiring such default to be remedied, the **SELLER** shall be entitled, but not obliged- without prejudice to any other rights he may have at law- to cancel the Agreement forthwith and receive or retain as "rouwkoop", or as a genuine pre-estimate of damages sustained, the balance of the deposit and any other monies paid by the **PURCHASER**, after deduction of the commission payable to the Agent.
- Should the **PURCHASER** fail or refuse to pay any amount in terms of this agreement on due date thereof as requested, said amount will accrue interest at the maximum rate applicable in terms of Act 74 of 1968 as amended. The said interest will be calculated daily and be compounded monthly, and the said interest will be payable on demand.
22. No indulgence shown, extension given, or right waived by the **SELLER** to the **PURCHASER** in respect of any payment or other requirement for the execution of these conditions of sale by the **PURCHASER** shall be regarded as a waiver by the **SELLER** of his rights to demand at any time and without notice that each and every condition of these conditions of sale should be promptly carried out by the **PURCHASER** notwithstanding anything in conflict with the provisions of the Common Law as applied in the Republic of South Africa or with any of the conditions of these conditions of sale whether explicit or implicit.
23. Should the **SELLER** so elect the **PURCHASER** hereby consents in accordance with the provisions of Section 45 of Act 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. **EMPLOYMENT CONTRACTS**
- 31.1. 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.
- 31.2. 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**.
- 31.3. 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.
- 31.4. 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.
- 31.5. The **SELLER** guarantees the **PURCHASER** that the **SELLER** will ensure that all salaries, accrued leave and bonuses due to the employees (listed in Schedule 2) will be paid by the **SELLER** on date of registration of the **PROPERTY** in the **PURCHASER's** name.:
- 31.6. Except as provided for in clause 31.5 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 31.2 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.
- 31.7. 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**.
- 31.8. The **SELLER** assumes the responsibility to disclose the contents of this clause 31 to the employees that will be affected by this agreement and to explain its implications to such employees.
32. 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.

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

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

33.1 The **PROPERTY** is sold as a going concern.

33.2 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.

33.3 The **PURCHASER** will provide the **SELLER** with a copy of his notice of registration as a vendor as soon as it is available.

33.4 This sale is therefore subject to the **PURCHASER** being registered as a vendor before or on the date of delivery or that the Receiver of Revenue grants permission that the **PURCHASER** may register retrospective to the date of delivery.

33.5 The **PROPERTY** is an income generating concern at the effective date of this transaction.

33.6 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.

34. **CONSUMER PROTECTION ACT**

34.1 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.

34.2 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.

35. **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

POPI ACT 4 OF 2013

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

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

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

TENDER

I/WE, the undersigned

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

hereby offer the amount of: R _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER / PURCHASER

TENDERER'S/PURCHASER'S SPOUSE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER'S / PURCHASER'S SPOUSE

ACCEPTANCE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER

SELLER'S SPOUSE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER'S SPOUSE

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

For: HOME AND HECTARE (PTY) LTD

SCHEDULE 1

1. SPECIAL CONDITIONS

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

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SCHEDULE 2

Name	ID	Wage p/m	Years worked	Job Description
ARRIES, JEROME	9510295259088	R5 669,12	12	General Farm Worker
ARRIES, MARIA MAGDELENA	9112230385084	R5 619,68	9	General Farm Worker
ARRIES, PIETER	8603305319082	R5 619,68	20	General Farm Worker
ARRIES, PIET (SOUTDAM)	7704105462089	R6 236,03	16	General Farm Worker
BRUINTJIES, WINSTON CORNELIUS	8902185178083	R6 802,95	17	General Farm Worker
DAMON, ALBERTUS	6812257341083	R8 229,37	43	General Farm Worker
DAVIDS, JAN	8906305504086	R5 619,68	10	General Farm Worker
JOUBERT, GERT	7204047553087	R6 236,03	31	General Farm Worker
PAPIER, CHRISTOPHER (SOUTDAM)	9908136197089	R5 619,68	11	General Farm Worker
PIETERSE, JONATHAN	9411045857083	R5 619,90	4	General Farm Worker
TITIES, FREDERICK JACOBUS (FRIKKIE GENG)	6901165868087	R6 235,51	39	General Farm Worker

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 3

EQUIPMENT

1. John Deere 6930 tractor
2. Case JX 110 with loader
3. John Deere 9600 combine harvester
4. Gason planter – 7.5m
5. 0Lime / Seed spreader
6. Silage cutter
7. Agrico scraper
8. Small offset disc
9. 2 x Rippers
10. Flatbed trailer

LIVESTOCK

1. 200 Dohne ewes
2. 50 Cows

TOTAL VALUE: R 4,145,000.00

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 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 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: _____

EXTRACT FROM THE MINUTES OF AMEETING OF THE MEMBERS

OF _____

HELD AT _____ ON _____

RESOLVED THAT:

1. the Close Corporation BUYS the following **PROPERTY**

from . _____

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

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS

OF _____

HELD AT _____ ON _____

RESOLVED THAT:

1. The Company BUYS the following **PROPERTY**

from _____

for the amount of R _____

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

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES

OF _____

HELD AT _____

ON _____

RESOLVED THAT:

1. The Trust BUYS the following **PROPERTY**

from _____

for the amount of R _____

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

Certified a true copy,

TRUSTEE

Doc no	Date to Micro
1079 T50291 88.	10 09 2024.
127 T28680 94.	
T68222 2013.	
151 T58015 22	
14 B.21326 2024.	
1063 T43903 2024.	
B.21738 2024.	
324 B10763 2024.	
254 88 4334 2019.	
225 T2708 2024.	
88 2895 2008 .	
11 ST 10206 2008.	
132 T59966 2015.	
1342 T47139 2024.	
1508 B12118 2024.	
39 88 10352 2024.	
11. 88 17884 2024.	
285. 88 5557 2023.	
132 T21993 2024.	
129 T45446 2024.	
21 88.18041 2024.	
340 T45242 2024.	
21 T71192 2007.	
222 88 3771 2024.	
1508 B.16701 2024.	
10 ST 785 2020.	
145 T3915 2024.	
1063 T43913 2024.	
273 T31866 2024.	

000004178/2024

[illegible]

Box No 1079

Reference No

MICRO SECTION

PLEASE SCAN / RESCAN
THE FOLLOWING:

T 80291 / 88
T 28680 / 94
T 68222 / 2013

THANK YOU
Rectifications

N. Seomane
Assistant Registrar



OUR REFERENCE: RSDLB/MERENSIA/AR7434

YOUR REFERENCE:

DATE: 14 AUGUST 2024

Van der Spuy & Partners

ATTORNEYS • NOTARIES • CONVEYANCERS

**THE REGISTRAR
DEEDS OFFICE
CAPE TOWN**

Paarl: 36 Thom Street, Paarl, 7646, South Africa
PO Box 218, Paarl, 7620, Docex 2, Paarl, South Africa
Tel: +27 21 860 1240, Fax: +27 86 666 8038
Email: vds@vdslegal.co.za, Website: www.vdslegal.co.za

Cape Town: Suite 603, Constitution House,
Adderley Street, Cape Town, 8000, South Africa
Tel: +27 21 424 1917, Fax: +27 21 424 1509
Email: vds@vdslegal.co.za, Website: www.vdslegal.co.za

Dear Sirs

DEEDS OFFICE BOX NUMBER 1079

RECTIFICATION: T50291/1988; T68222/2013; T28680/1994

BARCODE: 080008221795

000003565 / 2024

We refer to the above matter which was registered in the Deeds Office on 24 May 2024.

Enclosed herewith please find the following deeds for ease of reference:

1. Bond deed Nr. B14079/2024;
2. Title Deed Nr. T50291/1988;
3. Title Deed Nr. T68222/2013;
4. Title Deed Nr. T28680/1994

Kindly attend to the following rectifications:

- Title Deed Nr. T50291/1988. Rectify the registration date to reflect as 24 May 2024 on page 12.
- Title Deed Nr. T68222/2013. Registration date to be rectified to 24 May 2024. Registrar to please sign the endorsement on page 4.
- Title Deed nr. T28680/1994. Rectify the registration date to reflect as 24 May 2024 on page 5.

We look forward to receive the rectified Deeds back as soon as possible.

Yours Faithfully

VAN DER SPUY & PARTNERS

Per: **RS DE LA BAT**



VAN DER SPUY (WESTERN CAPE) INCORPORATED: REG. NO.: 1997/007340/21, VAT NO.: 4400165975

Directors: RS de la Bat (B.Com, LLB), L de la Querra (LLB), N du Preez (LLB, LLM), AB George (BA, LLB), GS Stoffberg (BA, LLB),

I van Zyl (BA, LLB), DR Henney (BProc, Dip. Constitutional Litigation, Dip. Project Management)

Executive Consultant: JM de Jager (BA, LLB, MBA)

Associates: L Bell (BA, LLB); Z de Klerk (LLB Cum Laude); M Delpont (LLB), C Marthinus (LLB)

phatshoanehenney
ATTORNEYS

The phatshoane henney group is an association of independent firms not practicing in partnership and with separate liability

MEMBER OF THE PHATSHOANE HENNEY GROUP OF ASSOCIATION FIRMS

14

Elfride van Staden

VIR ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE

ET SEQ.

BC00005739872000

GEKANSELLEER
CANCELLED

6 And Bank
52488.88
52488.88

TRATEUR/REGISTRATEUR

VERBIND

MORTGAGED

249000.00

P.R. Bk. Fol.
P.R. Bk. Pol.

1988-08-31

Aktekantoor
Deeds Office,
Kaapstad.
Cape Town.

Assist. Registrateur/Amt. Registrat.

Secireg

R1311, 21.

T 50291.88

PK
1/10/87

TRANSPORTAKTE

VAN DER SPUY EN VENNOTE
KAAPSTAD

Opgestel deur my,

Aktebesorger

AG VAN DER SPUY

Hiermee word bekend gemaak dat

MELT TERTIUS VANDER SPUY ANDRÉ GERHARD VAN DER SPUY Aktebesorger,

voor my, Registrateur van Aktes in Kaapstad, verskyn het, behoorlik daartoe gemagtig deur 'n

Volmag ten gunste van hom verly te

MALMESBURY

op die 5de dag van AUGUSTUS 1987 deur

DIE ADMINISTRATEURE IN DIE BOEDEL VAN

WYLE GERRIT FRANCOIS LOEDOLFF

welke oorledene in gemeenskap van goed
getroud was met

SUSANNA MARIA LOEDOLFF

- BLANKE GROEP -

EN DIE KOMPARANT ALDUS GEMAGTIG HET VERKLAAR DAT:

NADEMAAL/...

9

VA 555 /19.89

Certified a true copy of the duplicate original
Gesertifiseer 'n ware afskrif van die duplikaat-
filed of record in this Registry, issued to serve in
oorspronklike in bewaring gegee op hierdie Regi-
place of the original thereof under the provisions
strasiekantoor, uitgereik om te dien in die plek van
of Deeds Registries Regulation No. 68. (1)
die oorspronklike daarvan onder die bepalinge van
die Registrasiekantore Regulasie No. 68. (1)
Deeds Registry/Registrasiekantoor,
Cape Town/Kaapstad.

1989-04-24

[Signature]
Asst. Registrar of Deeds,
Asst. Registratour van Aktes.

Ek sertifiseer hiermee, kragtens Art. 6 (1) (d) van Wet Nr. 59 van 1962 dat
I hereby certify, in terms of Sect. 6 (1) (d) of Act No. 59 of 1962, that receipt

kwitansie Nr. V527780 gedateer 12/4/89
No. dated

uitgereik is vir 5,65 wat ontvang is vir
was issued for R. received in respect of

die uitreik van hierdie afskrif

Aktekantoor,
Deeds Office
Kaapstad/Cape Town.

[Signature]
PP

Registratour van Aktes.
Registrar of Deeds.

VTR ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE

10

ET SEQ.

NADEMAAL ondervermelde eiendomme ingevolge die Gesamentlike Testament gedateer 14 Junie 1969 van gemelde wyle GERRIT FRANCOIS LOEDOLFF, wat oorlede is op 21 Februarie 1970 en sy nagelate eggenote, SUSANNA MARIA LOEDOLFF waarkragtens die Testateurs hulle Boedels saamgesmelt en die langsliewende geadieer het bemaak is aan hulle twee seuns, naamlik:-

1. ANDRÉ FRANCOIS LOEDOLFF

en

2. FREDERICK JACOBUS LOEDOLFF

ONDERHEWIG AAN:-

- (a) 'n Vruggebruik tot haar dood of hertroue ten gunste van die Langsliewende, genoemde SUSANNA MARIA LOEDOLFF welke Vruggebruik verval het weens haar hertroue op die 7de dag van JUNIE 1985 .
- (b) die volgende spesiale voorwaarde, naamlik:-
"Dat indien ons jongste seun FREDERICK JACOBUS LOEDOLFF, nie boerdery be-oefen op ons plaas of plase wanneer hy die ouderdom van 21 jaar bereik of wanneer die Vruggebruik van die langsliewende van ons verval nie, welke gebeurtenis ookal laaste mag plaasvind, sal die bemaking aan hom van die helfte van die Restant verval en in plek daarvan bemaak ons aan hom 'n kontant bedrag, wat as 'n prelegaat beskou moet word van VEERTIG DUITSEND RAND (R40 000,00) wat aan hom betaal moet word deur ons oudste seun sodra Transport van die vaste eiendomme in sy naam geregistreer word en, alle voorwaardes en bepalinge ten opsigte van die Restant van ons Boedel soos hierintevore uiteengesit sal dan alleenlik van toepassing wees op ons oudste seun."

EN NADEMAAL die Vruggebruik van die Langsliewende weens haar hertroue soos hierbo vermeld verval het en genoemde FREDERICK JACOBUS LOEDOLFF die ouderdom van 21 jaar bereik het en geen boerdery deur hom op die eiendomme uitge-oefen word nie as gevolg waarvan die eiendomme toekom aan ondervermelde Transportnemer, ONDERHEWIG aan 'n bemaaksom van VEERTIGDUISEND

RAND/.../

B 49443 89

VERBIND
MORTGAGED 1989-09-25

vir 80 000,00 (met preferensie
for 80 000,00 (with preference)

vir 'n verdere bedrag nie te begaande
for an additional amount not exceeding

R 20 000,00

Aktekaagoor,
Deeds Office,
Kaapstad,
Cape Town.

Asse.-Registrateur, Asst. Registrar.

Vir Ont-heffings Sien Verband.

2nd
Rank 1.

Vir
Ont-heffings
Sien
Verband

VERBIND MORTGAGED

VIR
FOR R 150 000,00

B 18613 93

17 03 93

REGISTRATEUR/REGISTRAR

3rd
Rank 2

Para 5

gedeelte 4 groot 158,2924 Ha

GETRANSPORTEER AAN TRANSFERRED TO

Die Trusteërs indestyd van
Die Nasionale Landtrust van Suid-Afrika

RESTANT/REMAINDER 512,5349 Ha

T 13616 94

01 03 94

REGISTRATEUR/REGISTRAR

Paras 3, 4 en Restant Para 5

GETRANSPORTEER AAN TRANSFERRED TO

Die Trusteërs indestyd van die
Paul Loubser Trust

RESTANT/REMAINDER

T 13617 94

01 03 94

REGISTRATEUR/REGISTRAR

FOR FURTHER ENDORSEMENTS SEE
VIR VERDERE ENDOSSEMENTE SIE

RAND (R40 000,00) wat betaal of verseker is.

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

ANDRÉ FRANCOIS LOEDOLFF

IDENTITEITSNOMMER : 571105 5037 00 3

GETROUD BUIITE GEMEENSAP VAN GOED

- BLANKE GROEP -

sy Erfgename, Eksekuteure, Administrateure of Gemagtigdes,

1. GEDEELTE 3 (GEDEELTE VAN GEDEELTE 2) VAN DIE PLAAS LELIE BLOEM NR. 536

in die Afdeling van MALMESBURY;

GROOT: Tweehonderd en Een komma Twee Twee Agt Agt (201,2288) Hektaar.

AANVANKLIK OORGEDRA EN NOG GEHOU kragtens Transportakte Nr. T 892/1958 met Kaart Nr. 8251/57 wat daarop betrekking het.

ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr. T 3751/1916.

2. DIE/.....

11
11

W.O.P. Parais 1 en 2.

VERBIND		MORTGAGED	
VIR FOR R 320 000,00			
B	48714 194	 REGISTRATEUR/REGISTRAR	
1994-07-07			

4th
Rank 3

Paras 1 en 2

W.O.P.

VERBIND		MORTGAGED	
VIR FOR R 300 000,00			
B	22503 98	 REGISTRATEUR/REGISTRAR	
15 4 98			

5th
Rank 4

Paras 1 & 2

M.A.E

VERBIND		MORTGAGED	
VIR FOR R 800 000,00			
B	00055707 / 2000	 REGISTRATEUR/REGISTRAR	
000016810-2000			

2.

DIE RESTANT VAN DIE PLAAS VYGE KRAAL NR. 537
in die Afdeling van MALMESBURY;

GROOT: Eenduisend en Sestien komma Ses Vier Twee
Een (1016,6421) Hektaar.

AANVANKLIK OORGEDRA kragtens Transportakte Nr.
T 3749/1916 met 'n Kaart wat daarop betrekking het,
en

GEHOU kragtens Transportakte Nr. T 12591/1957.

ONDERHEWIG aan die voorwaardes waarna verwys word
in Transportakte Nr. T 7631/1925.

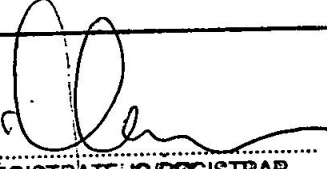
3. EEN-SESDE/...

para 1+2.

WOP

VERBIND		MORTGAGED	
VIR FOR R 2 250 000.00 ^			
B	015805/11		
03 JUN 2011 ^			
		REGISTRATEUR/REGISTRAR	

WOP

VERBIND		MORTGAGED	
VIR FOR R 5000 000.00			
B	000036166/2013		
13 DEC 2013			
		REGISTRATEUR/REGISTRAR	

WOP

VERBIND		MORTGAGED	
VIR FOR R 6100 000.00			
B	000014079/2024		
2024-05-21			
		REGISTRATEUR/REGISTRAR	

2024-05-21

2024-05-24

3. EEN SESDE (1/6de) AANDEEL IN DIE RESTANT VAN DIE
PLAAS BUFFELSFONTEIN NR. 453;

in die Afdeling van MALMESBURY;

GROOT: Negeduisend Eenhonderd Drie en Negentig
(9193) vierkante meter.

AANVANKLIK OORGEDRA kragtens Grondbrief gedateer
22 Februarie 1836 (Kaapse Eiendomsbriewe Boek 4 Nr.
18) met 'n Kaart wat daarop betrekking het, en

GEHOU kragtens Transportakte Nr. T 12591/1957.

ONDERHEWIG aan die voorwaardes waarna verwys word
in Transportakte Nr. T 13285/1949.

4. GEDEELTE/...

4. GEDEELTE 3 (GEDEELTE VAN GEDEELTE 1) VAN DIE PLAAS
BUFFELSFONTIN NR. 453

in die Afdeling van MALMESBURY;

GROOT: Driehonderd Agt en Twintig komma Een Drie
Een Sewe (328,1317) Hektaar.

AANVANKLIK OORGEDRA kragtens Transportakte Nr. T 13724/
1961 met Kaart Nr. 9555/60 wat daarop betrekking het,
en

GEHOU kragtens Transportakte Nr. T 15927/1963.

ONDERHEWIG aan die voorwaardes waarna verwys word
in Transportakte Nr. T 13284/1949.

5. DIE/.....

5. DIE RESTANT VAN GEDEELTE 1 (BUFFELSFONTEIN NOORD)
VAN DIE PLAAS BUFFELSFONTEIN NR. 453
in die Afdeling van MALMESBURY;

GROOT: Seshonderd en Sewentig komma Agt Twee Sewe
Drie (670,8273) Hektaar.

AANVANKLIK OORGEDRA kragtens Transportakte Nr. T 7326/
1949 met Kaart Nr. 2743/18 wat daarop betrekking het,
en

GEHOU kragtens Transportakte Nr. T 13725/1961.

- A. ONDERHEWIG aan die voorwaardes waarna verwys word
in Transportaktes Nrs. T 12591/1957 en T 3512/1961.
- B. ONDERHEWIG VERDER aan die Endossement gedateer 5 Septem-
ber 1974 op Transportakte Nr. T 13725/1961, welke
Endossement as volg lui:-

"ENDOSSEMENT KRAGTENS ARTIKEL 31(6) VAN WET 47 VAN
1937 (SOOS GEWYSIG)

'n Gedeelte van die eiendom hierin vermeld groot onge-
veer 12,3194 HA is onteien deur Provinsiale Admin
van die Kaap kragtens Art 130 van Ordonnansie Nr.
15/1952 van Wet 70/Ord 28/60. Vide Onteieningskennis-
gewing Nr. R/D17/1805 d.d. 13/8/74 geliasseer as
Onteienings Caveat EX1652/74 planne in tweevoud gelias-
seer hiermee."

WESHALWE/....

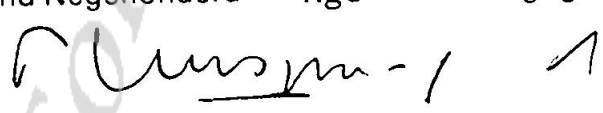
WESHALWE die Komparant afstand gedoen het van alle eiendoms- en ander regte wat die gesegde Transportgewer/s **GESAMENTLIKE BOEDEL**

tot op hede op gemelde vaste eiendom gehad het en gevolglik ook erken dat hy/sy-/hulle/dit daarvan heeltemal onteien is, en geen eiendoms- en ander regte daarop besit nie; en dat, kragtens hierdie Akte, die gesegde Transportnemer/s

sy Erfgename, Eksekuteure, Administrateure of Gemagtigdes tans is en voortaan op die volle eiendomsregte daarop geregtig sal wees, ooreenkomstig plaaslike gebruik, onder voorbehoud nogtans van die Regte van die Staat en eindelijk erken het dat **Seëlregte betaal is op R187 500,00.**

AS BEWYS WAARVAN EK, die genoemde REGISTRATEUR, saam met die KOMPARANT, q.q. hierdie Akte onderteken het en die Ampseël daarop laat aanbring het.

ALDUS GEDOEN EN UITGEVOER in die Kantoor van die REGISTRATEUR VAN AKTES TE KAAPSTAD op hede die 31ste dag van Augustus in die Jaar van Onse Heer Eenduisend Negehonderd Agt en Tagtig (1988).


q.q. SY PRINSIPAAL

In my teenwoordigheid


REGISTRATEUR VAN AKTES

CONDITIONS OF TENDER AND OF SALE

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

duly authorized by: **E DE G GENIS IN HIS CAPACITY AS EXECUTOR OF THE ESTATE LATE AF LOEDOLFF**
Master's Reference Number:011377/2025
(Hereinafter referred to as the **SELLER**)

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

REMAINDER OF THE FARM 538 KNORHAANS RUG, MALMESBURY RD, WESTERN CAPE PROVINCE.

EXTENT: 1028,9304 HA

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

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

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

8. Tenders close at **11:00** on **FRIDAY 27 MARCH 2026**
Duly completed tenders in sealed and stamped envelopes, clearly marked:
“**TENDER: DARLING**” must reach the offices of **HOME AND HECTARE (Pty) Ltd**
at street address: **BKB GRAINCO, 100 CECILIA STREET, CECILIA SQUARE, PAARL**
by no later than **11:00** on **FRIDAY 27 MARCH 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 **3 APRIL 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 **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, as mutually agreed upon 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 **SIX PERCENT (6 %)**, 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 in accordance with Regulation 85 of the deeds Registration Act No. 47 of 1937, as amended, including the cost of obtaining any permit, certificate of identification or official consent which may be required in accordance with the provisions of any law applicable to Soil Conservation, sub-division of ground and the preservation of natural resources and physical planning.
- 15.6 Payment of the cost of obtaining a certified copy of the Diagram, or Diagrams of the **PROPERTY**, if required.
- 15.7 Payment of the cost of any new Diagram should a re-survey, sub-division or consolidation be required.
16. Where applicable the **SELLER** is responsible for obtaining at his expense, a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended, if such a current Certificate is not available. The **SELLER** shall within 14 (fourteen) days of fulfilment of the suspensive conditions as in clause 2 of this agreement, and after the **PURCHASER** paid the transfer fees, and signed the transfer documents, obtain and deliver the said Certificate to the Conveyancer. Should the **SELLER** fail to furnish the Certificate of Compliance for the electrical installation, the **PURCHASER** will be entitled to obtain the certificate and in that event the **SELLER** hereby authorises the Conveyancer to deduct the cost of obtaining such certificate from the net proceeds and to reimburse the **PURCHASER**. The **SELLER** undertakes not to make any changes in respect of the electrical installation in the **PROPERTY** after delivery of the Certificate of Compliance.
17. The **PURCHASER** is obliged to request the transfer attorney, after confirmation of the sale, to provide a valid income tax exemption certificate.
18. This agreement shall not be declared invalid as a result of any error in the description (as contained herein) of the **PROPERTY**. Neither the **SELLER** nor the **PURCHASER** shall as a result of such error be entitled to make any claim the one against the other, but the mistake shall be rectified as soon as it is discovered.
19. The **PURCHASER** and the **SELLER** hereby acknowledge that this Agreement constitutes the entire agreement between them. Furthermore no deviation from the conditions thereof shall be valid unless it is recorded in writing and signed by both **PURCHASER** and **SELLER**.
20. Should the **PURCHASER** fail or neglect to fulfil all the conditions of these Conditions of Sale promptly, the **SELLER** at his entire discretion shall have the right to demand specific performance of the conditions of these Conditions of Sale, or alternately to claim cancellation of the sale.
- In the latter event the **SELLER** shall have the right to repossess the **PROPERTY** together with all improvements thereon, in which case the **PURCHASER** undertakes to vacate the **PROPERTY** within 48 hours of receiving notice from the **SELLER** of such neglect to fulfil any of the conditions and the **PURCHASER** shall forfeit in favour of the **SELLER**, all payments already made by the **PURCHASER** in terms hereof. The **PURCHASER** shall further not be entitled to demand any compensation in respect of any improvements effected by the **PURCHASER** on the **PROPERTY** or in respect of any buildings or other erections erected by him on the **PROPERTY**.
21. Should the **PURCHASER** breach, or otherwise fail to comply with any of the terms and conditions hereof and remain in default for a period of 7 (seven) days after receipt of written notice sent by prepaid registered post, requiring such default to be remedied, the **SELLER** shall be entitled, but not obliged- without prejudice to any other rights he may have at law- to cancel the Agreement forthwith and receive or retain as "rouwkoop", or as a genuine pre-estimate of damages sustained, the balance of the deposit and any other monies paid by the **PURCHASER**, after deduction of the commission payable to the Agent.
- Should the **PURCHASER** fail or refuse to pay any amount in terms of this agreement on due date thereof as requested, said amount will accrue interest at the maximum rate applicable in terms of Act 74 of 1968 as amended. The said interest will be calculated daily and be compounded monthly, and the said interest will be payable on demand.
22. No indulgence shown, extension given, or right waived by the **SELLER** to the **PURCHASER** in respect of any payment or other requirement for the execution of these conditions of sale by the **PURCHASER** shall be regarded as a waiver by the **SELLER** of his rights to demand at any time and without notice that each and every condition of these conditions of sale should be promptly carried out by the **PURCHASER** notwithstanding anything in conflict with the provisions of the Common Law as applied in the Republic of South Africa or with any of the conditions of these conditions of sale whether explicit or implicit.
23. Should the **SELLER** so elect the **PURCHASER** hereby consents in accordance with the provisions of Section 45 of Act 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. **EMPLOYMENT CONTRACTS**
- 31.1. 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.
- 31.2. 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**.
- 31.3. 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.
- 31.4. 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.
- 31.5. The **SELLER** guarantees the **PURCHASER** that the **SELLER** will ensure that all salaries, accrued leave and bonuses due to the employees (listed in Schedule 2) will be paid by the **SELLER** on date of registration of the **PROPERTY** in the **PURCHASER's** name.:
- 31.6. Except as provided for in clause 31.5 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 31.2 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.
- 31.7. 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**.
- 31.8. The **SELLER** assumes the responsibility to disclose the contents of this clause 31 to the employees that will be affected by this agreement and to explain its implications to such employees.
32. 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.

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

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

33.1 The **PROPERTY** is sold as a going concern.

33.2 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.

33.3 The **PURCHASER** will provide the **SELLER** with a copy of his notice of registration as a vendor as soon as it is available.

33.4 This sale is therefore subject to the **PURCHASER** being registered as a vendor before or on the date of delivery or that the Receiver of Revenue grants permission that the **PURCHASER** may register retrospective to the date of delivery.

33.5 The **PROPERTY** is an income generating concern at the effective date of this transaction.

33.6 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.

34. **CONSUMER PROTECTION ACT**

34.1 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.

34.2 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.

35. **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

POPI ACT 4 OF 2013

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

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

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

TENDER

I/WE, the undersigned

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

hereby offer the amount of: R _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER / PURCHASER

TENDERER'S/PURCHASER'S SPOUSE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER'S / PURCHASER'S SPOUSE

ACCEPTANCE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER

SELLER'S SPOUSE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER'S SPOUSE

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

For: HOME AND HECTARE (PTY) LTD

SCHEDULE 1

1. SPECIAL CONDITIONS

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

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SCHEDULE 2

Name	ID	Wage p/m	Years worked	Job Description
ADAMS, ANDRIES (AAN)	8405195214088	R5 669,12	7	General Farm Worker
JANTJIES, RICHARD JUAN	9001165258087	R5 617,95	14	General Farm Worker
TANGO, CHRISTOPHER HENDRY	8906285271086	R5 619,68	11	General Farm Worker
HERMAN, LEON	9005065192080	R5 619,68	4	General Farm Worker

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 3

EQUIPMENT

1. Case 8-wheel tractor
2. John Deere 7920 tractor
3. John Deere 9610 combine harvester
4. Front planter – 4.5m
5. MacDon cutterbar – 30 ft
6. Kuhn trailed sprayer – 30m
7. New Holland baler
8. 5-tooth roller rake
9. Kubota rotary cutter

LIVESTOCK

1. 200 Dohne ewes
2. 50 Cows

TOTAL VALUE: R 5,890,000

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 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 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: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS

OF _____

HELD AT _____ ON _____

RESOLVED THAT:

- 1. the Close Corporation BUYS the following **PROPERTY**

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

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS

OF _____

HELD AT _____ ON _____

RESOLVED THAT:

1. The Company BUYS the following **PROPERTY**

- from _____
- for the amount of R _____
2. That _____ in his capacity as Director be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES

OF _____

HELD AT _____

ON _____

RESOLVED THAT:

1. The Trust BUYS the following **PROPERTY**

from _____

for the amount of R _____

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

Certified a true copy,

TRUSTEE

14

VANDERSPUY
CAPE TOWN

land bank

VERBIND		MORTGAGED	
VIR FOR R 400 000,00			
B 30701-94			
02-05-94	REGISTRATEUR/REGISTRAR		

Bankvorm 11

BO000057399/2000

GEKANSLEER
CANCELLED

000016010-2000

4/5

Opgestel deur my:

Kragtens artikel 16 van die
Landbankwet, 1944 (Wet
13 van 1944)

BARNARD J

LAND- EN LANDBOUBANK VAN SUID-AFRIKA

T28680/94

AKTE VAN TRANSPORT NO

SY DIT KENNELIK AAN ALMAL WIE DIT MAG AANGAAN dat

JOHANNES VERWEY WIESE

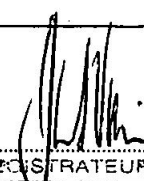
RENIER JOHANNES JACOBUS VAN NIEKERK

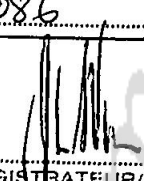
'n amptenaar van die LAND- EN LANDBOUBANK VAN SUID-AFRIKA ('n-regspersoon
kragtens die Landbankwet, 1944, hierna die Bank genoem), spesiaal vir daardie doel
aangestel kragtens artikel *sestien* van die genoemde Landbankwet, voor my
Registrateur van Aktes te KAAPSTAD verskyn het synde hy, die gesegde Komparant,

FOR FURTHER ENDORSEMENTS SEE
VIR VERDERE ENDORSEMENTE SIEN

4

W.O.P.

VERBIND		MORTGAGED	
VIR FOR R 320 000,00			
B 48714 194		 REGISTRATEUR/REGISTRAR	
1994-07-07			

DIE IDENTITEITSNOMMER VAN DIE		THE IDENTITY NUMBER OF THE	
Transferee			
IS VERANDER NA		HAS BEEN CHANGED TO	
571105 5037 086			
1994-07-07		 REGISTRATEUR/REGISTRAR	

2

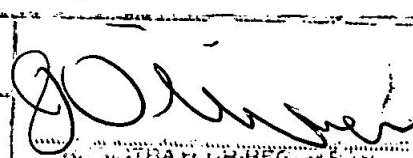
VERBIND		MORTGAGED	
VIR FOR R 300 000,00			
B 22503 98		 REGISTRATEUR/REGISTRAR	
15 4 98			

W.O.P.

VIR ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE

-5- WOP/M.A.E.

3

VERBIND		MORTGAGED	
VIR FOR R 800 000,00			
B 000055707 / 2000		 REGISTRATEUR/REGISTRAR	
000016010 • 2000			

behoorlik daartoe gemagtig kragtens 'n volmag gedateer die 2de dag van Desember 1993 opgestel te PRETORIA in die teenwoordigheid van twee bevoegde getuies ooreenkomstig die wet, en aan hom verleen deur die Bank watter volmag hede aan my getoon is en die gesegde Komparant, in sy hoedanigheid voormeld, het verklaar dat

NADEMAAL die Bank kragtens artikel 55 van voornoemde Wet die hierinlater omskrewe eiendom van

FLORIS PIETER JAKOBUS SMIT
IDENTITEITSNOMMER 391107 5015 00 3
 Getroud buite gemeenskap van goed

'n verbandgewer van die Bank, in beslag geneem en op 27 Augustus 1993 by publieke veiling verkoop het;

NADEMAAL die gesegde eiendom by voormelde veiling vir 'n bedrag van R620 000,00 (SESHONDERD EN TWINTIGDUISEND RAND) verkoop is aan

ANDRÉ FRANCOIS LOEDOLFF
 Identiteitsnommer 571105 5037 00 3
 Getroud buite gemeenskap van goed

SO IS DIT DAT die gesegde Komparant in sy hoedanigheid voormeld kragtens Artikel 55(2)(c) van die Landbankwet voormeld, hiermee sedeer en transporteer in volle en vrye eiendom aan en ten behoeve van

ANDRÉ FRANCOIS LOEDOLFF
 Identiteitsnommer 571105 5037 00 3
 Getroud buite gemeenskap van goed

sy erfgename, eksekuteurs, administrateurs of regverkrygendes:

Restant van die plaas KNORHAANS RUG NR 538 in die Afdeling Malmesbury.
 GROOT: Eenduisend agt en twintig komma nege drie nul vier (1 028,9304) hektaar

OORSPRONKLIK oorgedra kragtens Transportakte nr T3750/1916 met 'n kaart daarby aangeheg en gehou kragtens Transportakte nr T26430/1975.

ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte nr T3750/1916.

B

- 5 -

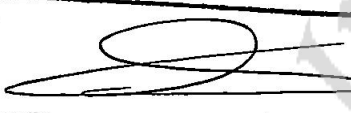
WOP

VERBIND		MORTGAGED	
VIR FOR R 2 250 000.00 ✓			
B	015805/11	 REGISTRATEUR/REGISTRAR	
03 JUN 2011 ✓			

WOP

VERBIND		MORTGAGED	
VIR FOR R 5 000 000.00 ✓			
B	000036166/2013	 REGISTRATEUR/REGISTRAR	
13 DEC 2013 ✓			

WOP

VERBIND		MORTGAGED	
VIR FOR R 6 100 000.00 ✓			
B	000014079/2024	 REGISTRATEUR/REGISTRAR	
2024 05 24			

af

2024 MAY 2023

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

FLORIS PIETER JAKOBUS SMIT

voorheen op genoemde eiendom gehad het en gevolglik ook erken dat die gesegde

FLORIS PIETER JAKOBUS SMIT

geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie Akte, die gesegde

ANDRÉ FRANCOIS LOEDOLFF

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 gehele koopprys bedraende die som van R620 000,00 (SESHONDERD EN TWINTIGDUISEND RAND) behoorlik voorsiening voor gemaak is.

TEN BEWYSE waarvan ek, die gesegde

Registrateur, tesame met die

Komparant, q.q., hierdie Akte onderteken en dit met my ampeël bekragtig het.

ALDUS GEDOEN EN GETEKEN op die Kantoor van die Registrateur van Aktes te KAAPSTAD op

2 Mei

1994.

In my teenwoordigheid:

Registrateur van Aktes

ap/smitfpj.b11

q.q.

B

CONDITIONS OF TENDER AND OF SALE

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

duly authorized by: **VYEKRAAL FARMS TRUST**
Registration Number: 1869/2008
(Hereinafter referred to as the **SELLER**)

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

PORTION 1 (DE LELIE) OF THE FARM 461 OLYPHANTSFONTYN, MALMESBURY RD, WESTERN CAPE PROVINCE.
EXTENT: 430,8484 HA
(Hereinafter referred to as the **PROPERTY**)

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

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

8. Tenders close at **11:00** on **FRIDAY 27 MARCH 2026**
- Duly completed tenders in sealed and stamped envelopes, clearly marked:
- "TENDER: DARLING"** must reach the offices of **HOME AND HECTARE (Pty) Ltd**,
at street address: **BKB GRAINCO, 100 CECILIA STREET, CECILIA SQUARE, PAARL**
by no later than **11:00** on **FRIDAY 27 MARCH 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 **3 APRIL 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 **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, as mutually agreed upon 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 **SIX PERCENT (6 %)**, 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 in accordance with Regulation 85 of the deeds Registration Act No. 47 of 1937, as amended, including the cost of obtaining any permit, certificate of identification or official consent which may be required in accordance with the provisions of any law applicable to Soil Conservation, sub-division of ground and the preservation of natural resources and physical planning.
- 15.6 Payment of the cost of obtaining a certified copy of the Diagram, or Diagrams of the **PROPERTY**, if required.
- 15.7 Payment of the cost of any new Diagram should a re-survey, sub-division or consolidation be required.
16. Where applicable the **SELLER** is responsible for obtaining at his expense, a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended, if such a current Certificate is not available. The **SELLER** shall within 14 (fourteen) days of fulfilment of the suspensive conditions as in clause 2 of this agreement, and after the **PURCHASER** paid the transfer fees, and signed the transfer documents, obtain and deliver the said Certificate to the Conveyancer. Should the **SELLER** fail to furnish the Certificate of Compliance for the electrical installation, the **PURCHASER** will be entitled to obtain the certificate and in that event the **SELLER** hereby authorises the Conveyancer to deduct the cost of obtaining such certificate from the net proceeds and to reimburse the **PURCHASER**. The **SELLER** undertakes not to make any changes in respect of the electrical installation in the **PROPERTY** after delivery of the Certificate of Compliance.
17. The **PURCHASER** is obliged to request the transfer attorney, after confirmation of the sale, to provide a valid income tax exemption certificate.
18. This agreement shall not be declared invalid as a result of any error in the description (as contained herein) of the **PROPERTY**. Neither the **SELLER** nor the **PURCHASER** shall as a result of such error be entitled to make any claim the one against the other, but the mistake shall be rectified as soon as it is discovered.
19. The **PURCHASER** and the **SELLER** hereby acknowledge that this Agreement constitutes the entire agreement between them. Furthermore no deviation from the conditions thereof shall be valid unless it is recorded in writing and signed by both **PURCHASER** and **SELLER**.
20. Should the **PURCHASER** fail or neglect to fulfil all the conditions of these Conditions of Sale promptly, the **SELLER** at his entire discretion shall have the right to demand specific performance of the conditions of these Conditions of Sale, or alternately to claim cancellation of the sale.
- In the latter event the **SELLER** shall have the right to repossess the **PROPERTY** together with all improvements thereon, in which case the **PURCHASER** undertakes to vacate the **PROPERTY** within 48 hours of receiving notice from the **SELLER** of such neglect to fulfil any of the conditions and the **PURCHASER** shall forfeit in favour of the **SELLER**, all payments already made by the **PURCHASER** in terms hereof. The **PURCHASER** shall further not be entitled to demand any compensation in respect of any improvements effected by the **PURCHASER** on the **PROPERTY** or in respect of any buildings or other erections erected by him on the **PROPERTY**.
21. Should the **PURCHASER** breach, or otherwise fail to comply with any of the terms and conditions hereof and remain in default for a period of 7 (seven) days after receipt of written notice sent by prepaid registered post, requiring such default to be remedied, the **SELLER** shall be entitled, but not obliged- without prejudice to any other rights he may have at law- to cancel the Agreement forthwith and receive or retain as "rouwkoop", or as a genuine pre-estimate of damages sustained, the balance of the deposit and any other monies paid by the **PURCHASER**, after deduction of the commission payable to the Agent.
- Should the **PURCHASER** fail or refuse to pay any amount in terms of this agreement on due date thereof as requested, said amount will accrue interest at the maximum rate applicable in terms of Act 74 of 1968 as amended. The said interest will be calculated daily and be compounded monthly, and the said interest will be payable on demand.
22. No indulgence shown, extension given, or right waived by the **SELLER** to the **PURCHASER** in respect of any payment or other requirement for the execution of these conditions of sale by the **PURCHASER** shall be regarded as a waiver by the **SELLER** of his rights to demand at any time and without notice that each and every condition of these conditions of sale should be promptly carried out by the **PURCHASER** notwithstanding anything in conflict with the provisions of the Common Law as applied in the Republic of South Africa or with any of the conditions of these conditions of sale whether explicit or implicit.
23. Should the **SELLER** so elect the **PURCHASER** hereby consents in accordance with the provisions of Section 45 of Act 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. **EMPLOYMENT CONTRACTS**
- 31.1. 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.
- 31.2. 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**.
- 31.3. 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.
- 31.4. 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.
- 31.5. The **SELLER** guarantees the **PURCHASER** that the **SELLER** will ensure that all salaries, accrued leave and bonuses due to the employees (listed in Schedule 2) will be paid by the **SELLER** on date of registration of the **PROPERTY** in the **PURCHASER's** name.:
- 31.6. Except as provided for in clause 31.5 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 31.2 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.
- 31.7. 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**.
- 31.8. The **SELLER** assumes the responsibility to disclose the contents of this clause 31 to the employees that will be affected by this agreement and to explain its implications to such employees.
32. 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.

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

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

33.1 The **PROPERTY** is sold as a going concern.

33.2 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.

33.3 The **PURCHASER** will provide the **SELLER** with a copy of his notice of registration as a vendor as soon as it is available.

33.4 This sale is therefore subject to the **PURCHASER** being registered as a vendor before or on the date of delivery or that the Receiver of Revenue grants permission that the **PURCHASER** may register retrospective to the date of delivery.

33.5 The **PROPERTY** is an income generating concern at the effective date of this transaction.

33.6 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.

34. **CONSUMER PROTECTION ACT**

34.1 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.

34.2 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.

35. **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

POPI ACT 4 OF 2013

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

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

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

TENDER

I/WE, the undersigned

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

hereby offer the amount of: R _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER / PURCHASER

TENDERER'S/PURCHASER'S SPOUSE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

TENDERER'S / PURCHASER'S SPOUSE

ACCEPTANCE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

TEL NR.: _____ FAX NR.: _____

E-MAIL: _____ CELL .NR.: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER

SELLER'S SPOUSE

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

NAME: _____

ID NR: _____ VAT NR.: _____

ADDRESS: _____

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER'S SPOUSE

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

For: HOME AND HECTARE (PTY) LTD

SCHEDULE 1

1. SPECIAL CONDITIONS

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

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SCHEDULE 2

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

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 3

EQUIPMENT

1. John Deere 640 tractor
2. John Deere 544 tractor
3. John Deere drill – 4.5m
4. Amazone spreader – 30m
5. Small sprayer
6. Land roller
7. Kongskilde implement
8. Water trailer with tanks

LIVESTOCK

1. 100 Dohne ewes

TOTAL VALUE: R 1,325,000

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 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 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: _____

EXTRACT FROM THE MINUTES OF AMEETING OF THE MEMBERS

OF _____

HELD AT _____ ON _____

RESOLVED THAT:

1. the Close Corporation BUYS the following **PROPERTY**

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

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS

OF _____

HELD AT _____ ON _____

RESOLVED THAT:

1. The Company BUYS the following **PROPERTY**

from _____

for the amount of R _____

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

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES

OF _____

HELD AT _____

ON _____

RESOLVED THAT:

1. The Trust BUYS the following **PROPERTY**

from _____

for the amount of R _____

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

Certified a true copy,

TRUSTEE

14

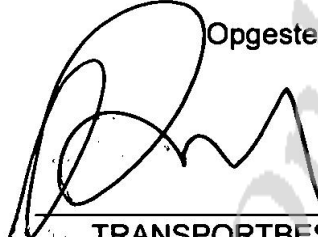
TERBLANCHE SLABBER PIETERS
TRUTERSTRAAT 8
MALMESBURY

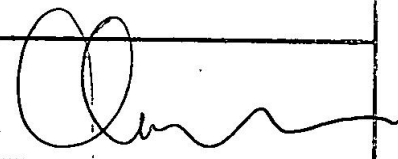
VANDERSPU
CAPE TOWN

7300

	Free endorsement Amount	Office fee
Purchase price/Value	R. 5 171 000-00	R. 1500-00
Mortgage capital Amount	R.	R.
Reason for exemption	Cat.	Exempt i.t.o. section Act

Opgestel deur my


TRANSPORTBESORGER
SALOMON STEPHANUS
DANIEL TERBLANCHE

VERBIND MORTGAGED	
VIR FOR R. 5 000 000-00	
B 000036166 / 2013	
13 DEC 2013	REGISTRATEUR/REGISTRAR

DATA / CAPTURE
06 JAN 2014
MTYATYAMBA NOLIVUVO

T 000068222 / 2013

TRANSPORTAKTE

VIR ENDOSSEMENTE KYK BLADS
FOR ENDORSEMENTS SEE PAGE 4

HIERBY WORD BEKEND GEMAAK DAT

FUAD DE VRIES

voor my verskyn het, REGISTRATEUR VAN AKTES te Kaapstad, hy die genoemde komparant synde behoorlik daartoe gemagtig deur 'n volmag geteken te Malmesbury op 30 Augustus 2013 aan hom verleen deur

DE LELIE TRUST

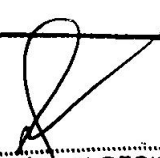
Registrasienommer: IT867/2004

DATA / VERIFY
08 JAN 2014
BARLOW MARLYN



4

WOP

VERBIND		MORTGAGED	
VIR FOR R 6,100,000.00			
B 000014079 / 2024			
2024-05-25 2024-05-25			
		REGISTRATEUR/REGISTRAR	

WOP

En genoemde Komparant het verklaar dat sy prinsipaal, op 30 Augustus 2013, waarlik en wettiglik verkoop by privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby sedeer en transporteer aan en ten gunste van

VYEKRAAL PLASE TRUST

Registrasienommer: IT1869/2008

sy Opvolgers in Amp en Regverkrygendes, in volkome en vrye eiendom

GEDEELTE 1 (DE LELIE) VAN DIE PLAAS OLYPHANTSFONTYN 461

In die Swartland Munisipaliteit

Afdeling Malmesbury

Provinsie Wes Kaap

Groot: 430,8484 (vier honderd en dertig komma agt vier agt vier) hektaar

AANVANKLIK oorgedra kragtens Transportakte T641/1909 met kaart SG2657/1908 wat daarop betrekking het; en

GEHOU KRAFTENS Transportakte T91380/2004

A. ONDERHEWIG aan die voorwaardes wana verwys word in die Transportakte T48741/1980.

B. NIE ONDERHEWIG NIE aan voorwaarde B op bladsy 2 van Transportakte T91380/2004, kragtens artikel 53 van die Wysigingswet op die Registrasie van Myntitels, Wet 24 van 2003.

2

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

TRANSPORTGEWER

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

TRANSPORTNEMER

diese Opvolgers in Amp of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hulle dat die verkoopprijs die bedrag van R5 171 000,00 (vyf miljoen een honderd een en sewentig duisend rand) beloop.

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

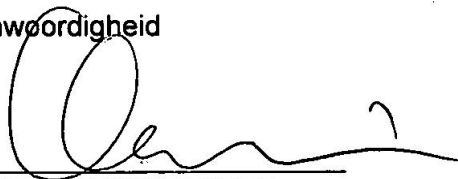
ALDUS GEDOEN EN VERLY op die Kantoor van die **REGISTRATEUR VAN AKTES** te Kaapstad op

13 Desember 2013



q.q.

In my teenwoordigheid



REGISTRATEUR VAN AKTES

3