



Upcoming Auction in
Koekenaap...
15 April 2026 @ 11H00

WEB REF: RL6054 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Auction in *Koekenaap...*

WEB REF: RL6054 | POA

Auction Date:	Wednesday 15 April 2026 at 11H00
Viewing:	By Appointment
Venue:	On the premises
Website:	Click here

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

Tel : +27 (0)41 581 1744
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43B, 6th Avenue Walmer, Port Elizabeth, Eastern Cape, 6001
61 Grahamstown Rd, North End, Port Elizabeth 6001 | PO Box 2002, North End 6056
Company Registration No: 1967/004920/07. Registered with PPRA | Active Trust Account

Property for Sale in *Koekenaap*...

5478 HA LIVESTOCK FARM FOR SALE BY AUCTION

A great opportunity to own a 5478 HA livestock farm, ideally located near the towns of Koekenaap and Lutzville on the beautiful West Coast. This property offers not only strong agricultural potential, but also a peaceful lifestyle in a region renowned for its natural beauty and tranquil atmosphere.

The farm consists of six well-equipped camps with reliable water sources, making it ideal for livestock farming.

Handling facilities suitable for sheep are in place.

Extensive natural grazing ensures healthy nutrition for livestock.

Two residential houses, both offering excellent potential for renovation and personal customisation.

The property is conveniently located near popular holiday destinations such as Brand se Baai, Strandfontein and Doringbaai, making it perfect for relaxation and community involvement.

Enjoy breathtaking views and a serene lifestyle far removed from the bustle of the city.

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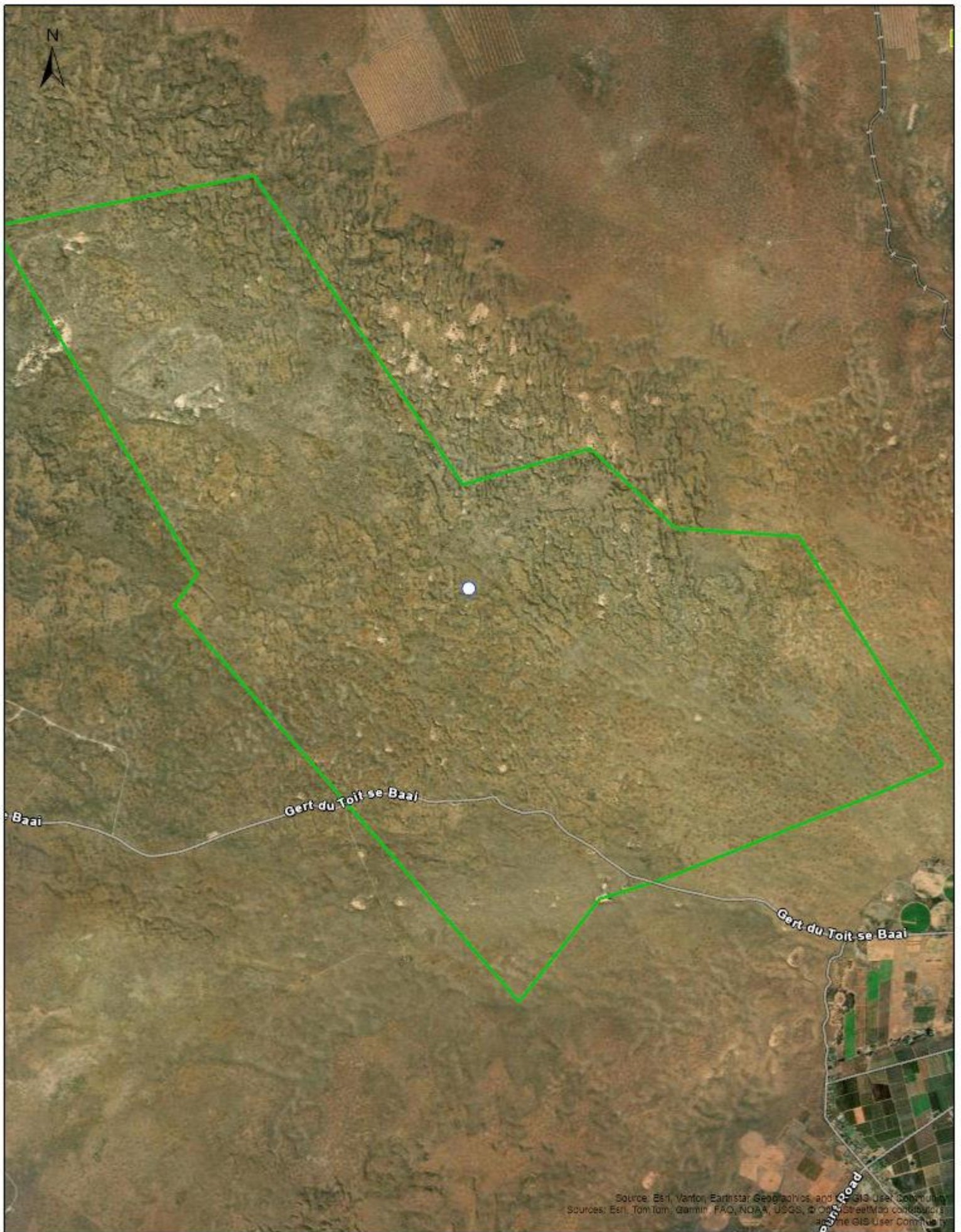
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Date created: 2026/03/17

0.0 0.80 1.6 2.4 3.2 4.0 km



Western Cape
Government
FOR YOU

Property Description in *Koekenaap...*

WEB REF: RL6054 | POA

Registered Owner:	ESTATE LATE JJ DE KLERK
Masters Reference Number:	024442/2023
Title Deed Description:	ERF 624 OLIFANTSRIVIER SETTLEMENT, VAN RHYNSDORP, WESTERN CAPE PROVINCE.
Extent:	5478,4140 HA

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

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*Get
in touch...*

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

PLACE OF AUCTION: ON SITE
DATE OF AUCTION: WEDNESDAY 15 APRIL 2026
TIME OF AUCTION: 11:00

HOME AND HECTARE (PTY) LTD

Represented by: APPIE MARITZ
(the "AUCTIONEER")

duly instructed by

ESTATE LATE JJ DE KLERK
MASTERS REFERENCE NUMBER: 024442/2023
(the "SELLER")

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

TITLE DEED DESCRIPTION: ERF 624 OLIFANTSRIVIER SETTLEMENT, VAN RHYNSDORP, WESTERN CAPE PROVINCE.

IN EXTENT: 5478,4140 HA

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

1. AUCTION PROCEDURE

- 1.1. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act No 68 of 2008.
- 1.2. When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- 1.3. The above-mentioned property is sold subject to a reserve price.
- 1.4. Registration to bid at the auction:
 - 1.4.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must be in line with the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 1.4.2. A person who attends the auction to bid **on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.4.1 above. Where a person is bidding on behalf of a company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).
- 1.5. The auction shall take place at the date and time as advertised or publicised and will not be postponed or delayed enabling any member or group of the public to partake in the auction.

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

2. **ACCEPTANCE AND CONFIRMATION**

- 2.1. The **PURCHASER'S** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12:00 on 22 APRIL 2026**
- 2.2. The **PURCHASER'S** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these conditions of sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. **PURCHASE PRICE**

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

- 3.1 a deposit of **FIVE PERCENT (5 %)** of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on the fall of the hammer, which amount the **PURCHASER** hereby authorises and instructs the **AUCTIONEER** to pay over to the **SELLER's** attorneys. In the case where a deposit is paid into a nominated trust account of the **AUCTIONEER**, the **PURCHASER** authorise herewith the **AUCTIONEER** to give command that the deposit amount is to be paid over to the **SELLER's** attorneys on request by the **SELLER's** attorneys.
- 3.2 The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** and/or the **SELLER's** attorney to invest amounts paid on account of the purchase price in an interest-bearing account, until registration of the **PROPERTY** into the name of the **PURCHASER**, after which the interest shall accrue to the **PURCHASER**.

- 3.3 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the **SELLER's** attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The aforesaid guarantee shall be presented to the **SELLER's** attorneys within **FOURTY FIVE (45)** days from receipt of a written request to the effect from the **SELLER's** attorneys.

4. **VALUE-ADDED TAX/TRANSFER DUTY**

- 4.1 The Purchase Price is exclusive of VAT.
- 4.2 In the event of VAT being payable on the Purchase Price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER'S** Attorneys immediately on demand therefore.
- 4.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

5. **AUCTIONEER'S COMMISSION**

- 5.1. Besides the purchase price, the **PURCHASER** is liable for payment of the **AUCTIONEER's** commission at a rate of **SIX PERCENT (6 %)** plus VAT at the prevailing rate and will be paid over to the **AUCTIONEER**.

Banking Details: HOME AND HECTARE; ABSA - Branch Code: 632 005; Account No: 4053123792

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

6. **OCCUPATION, POSSESSION AND RISK**

- 6.1. Occupation, possession and risk shall pass to the **PURCHASER** on date of registration of the **PROPERTY** in the name of the **PURCHASER**.
- 6.2. If the **PURCHASER** take occupation of the **PROPERTY** before registration of transfer the **PURCHASER** shall be liable to pay occupation rent to the **SELLER**, calculated as set out in Schedule 1 hereto, which amount is payable monthly in advance, on the 1st (first) day of each month from the date of occupation until registration of the **PROPERTY** in the name of the **PURCHASER**, both days inclusive, payable directly to the **SELLER's** attorney (reduced *pro rata* for any period less than a month).
- 6.3. In the case of occupation prior to registration all risks in respect of the **PROPERTY**, buildings and improvement, shall pass to the **PURCHASER**.
- 6.4. From the date of occupation, the **PURCHASER** shall be obliged, at his own expense, to take out comprehensive insurance cover over all improvements on the **PROPERTY** and to cede such policy to the **SELLER** as collateral security until such time as the **PROPERTY** has been transferred into his name.

7. **RATES AND TAXES**

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

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

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

9. **TRANSFER AND COSTS OF TRANSFER**

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

10. **EXISTING LEASE AGREEMENTS**

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

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

11. **REPAIRS AND IMPROVEMENTS**

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

12. **VOETSTOOTS, EXTENT AND REPRESENTATIONS**

- 12.1 The **PROPERTY** is sold "voetstoots" and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither

the **SELLER** not the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY** unless requested do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.

12.2 The **PURCHASER** acknowledges that he has not been induced into entering into this agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto by the **AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this agreement.

12.3 The **PURCHASER** is aware of the specific information regarding the **PROPERTY** contained in Schedule 1 which was read out by the **AUCTIONEER** prior to the auction.

13. BREACH

13.1 If one of the parties commits a breach of this agreement or fails to comply with any of the provisions hereof, then the **aggrieved party** shall be entitled to give the **defaulting party** 7 (seven) days' notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the aggrieved party be reduced to 48 (forty eight hours). If the defaulting party fails to comply with such notice, then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

13.1.1 To cancel this agreement and upon cancellation: -

13.1.1.1 If the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER'S** commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER'S** consent. The parties specifically agree that the **AUCTIONEER** shall be entitled, but not obliged, to immediately resubmit the **PROPERTY** for auction; and

13.1.1.2 If the defaulting party is the **SELLER**, the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER'S** default; **OR**

13.1.2 To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

13.2 Upon cancellation of this agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER'S** title or by his permission. Occupation shall be re-delivered to the **SELLER** in the same good condition as at the date of possession, by the **PURCHASER**.

13.3 Occupancy of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

13.4 Notwithstanding what is contained herein, should the **PURCHASER** pay any amount as required under these rules of auction, the parties record and agree that the **AUCTIONEER** shall be entitled to first deduct from any such money paid under these rules of auction, **the value of its commission and any direct costs** incurred and recover any shortfall thereon from the **PURCHASER**.

13.5 It is recorded further that the deduction by the **AUCTIONEER** of commission due to it under the sale does not absolve the **PURCHASER** from any and all other obligations arising from these rules of auction.

14. LEGAL COSTS

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

15. ADDRESS / DOMICILIUM

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

16. JOINT AND SEVERAL LIABILITY

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

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

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

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

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

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

19. **COMPANY TO BE FORMED**

19.1 In the event of the **PURCHASER** signing this agreement in his capacity as agent for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.

19.2 In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

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

20.1 Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.

20.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs these Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the **PURCHASER's** obligations in terms of these rules of auction and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing these rules of auction by the individual. This provision does not apply to instances contemplated in clause 20.

21. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

21.1 The **SELLER** hereby undertakes to furnish the **SELLER's** attorneys, prior to transfer to the **PURCHASER**, with a certificate of compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such, shall be borne by the **SELLER**.

21.1.1 Upon the **SELLER** furnishing the **SELLER's** attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.

21.2 The **SELLER** warrants that, as at date of occupation or transfer, there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.

21.3 In the event of an electric fence certificate on the property, the **SELLER** shall, in compliance with Section 12(2) of the Electrical Machinery Regulations 2011, provide the **PURCHASER** with an additional Compliance Certificate issued by an accredited authority confirming compliance of the electric fence installation with SANS 60335-2-76.

22. **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.

23 **MAGISTRATES' COURT JURISDICTION**

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

24 **INTERPRETATION**

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

25 **GENERAL CLAUSES**

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

25.2 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any party hereto may have given, shall be binding unless recorded in a written document signed by all parties.

25.3 No variation or alteration or cancellation of these conditions of sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the parties hereto.

25.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and vice versa.

25.5 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.

25.6 The **SELLER** and the **PURCHASER** warrants that they are duly authorised to sign acceptance of the Deed of Sale.

ADDITIONAL CONDITIONS

POPI ACT 4 OF 2013

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

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

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

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

_____ DAY OF _____ 20____

And sold by the rise for the amount of

R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

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

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Email) _____

(Cell) _____

TO:

MR/MRS/MS _____

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

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Email) _____

(Cell) _____

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

SPOUSE'S NAME: _____

SPOUSE'S ID NO: _____

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

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

AS WITNESS:

1. _____

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

AS WITNESS:

1. _____

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

ACCEPTANCE AND CONFIRMATION

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

AS WITNESSES:

1.

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

SELLER'S ADDRESS:

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

AUCTIONEER

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

SCHEDULE 1

SPECIAL CONDITIONS

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

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

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER

DEED OF SURETYSHIP

I / We the undersigned,

ID NUMBER: _____

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

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

AS WITNESSES:

1. _____
SURETY

2. _____
SELLER

HOME AND HECTARE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The CLOSE CORPORATION BUYS the following PROPERTY

from _____

for **R** _____
2.

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

Certified a true copy,

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Company BUYS the following PROPERTY

from _____

for R _____
2.

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

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

Certified a true copy,

DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

HELD AT _____ ON _____

RESOLVED THAT:

1.

The Trust BUYS the following PROPERTY

from _____

for **R** _____
2.

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

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

Certified a true copy,

TRUSTEE

BISSET BOEHMKE McBLAIN
52
MT7415/CCB/SS

Opgeset deur my,

Aktebesorger
CARL CHRISTIAAN BURGER

Fee endorsement		
Purchase price/Value	R. 151500000	Office fee R. 99000
Mortgage capital Amount	R.	R.
Reason for exemption	Cat.	Exempt i.t.o. section Act.

VERDIND	MORTGAGED	BC 00000141/2021
VIR 1515 000 00		GEKANSELLEER CANCELLED
000025113 / 2016	07 JAN 2021	REGISTRAR
23 SEP 2016	REGISTRAR	

TRANSPORTAKTE

T000058347 / 2016

Hiermee word bekend gemaak dat

RONÈL ELS

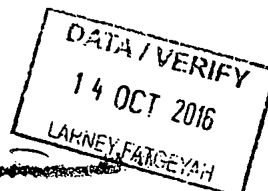
Aktebesorger, voor my, Registrateur van Aktes, Kaapstad, verskyn het, behoorlik daartoe gemagtig deur 'n volmag geteken te STRAND op 18 JULIE 2016 en aan hom verleen deur

ANNIE CATHARINA BERNDINA DE KLERK

Identiteitsnommer 340828 0034 085

Ongetroud

VIR ENDOSSMENTE KYS KLADU
FOR ENDORSEMENTS SEE PAGE



En die komparante het verklaar dat die genoemde prinsipaal op 28 JUNIE 2016 waarlik en wettig verkoop het en dat hy, die genoemde komparante, in sy voornoemde hoedanigheid hiermee sedeer en transporteer aan en ten gunste van

JASPER JACOBUS DE KLERK

Identiteitsnommer 640520 5094 08 4

Ongetroud

Sy erfgename, eksekuteurs, administrateurs, regverkrygendes of opvolgers in titel in volkome en vrye eiendom

PERSEEL 624 OLIFANTSRIVIERNEDERSETTING

IN DIE MUNISIPALITEIT MATZIKAMA

AFDELING VANRHYNSDORP

PROVINSIE WES-KAAP

GROOT: 5478,4140 (VYF DUISEND VIER HONDERD AGT EN SEWENTIG KOMMA VIER EEN VIER NUL) HEKTAAR

AANVANKLIK GEREISTREER kragtens Sertifikaat van Verenigde Titel Nr. T33513/1976 met Kaart L.G. Nr 5316/1974 wat daarop betrekking het en gehou kragtens Grondbrief Nr. T33514/1976.

- A. ONDERHEWIG** aan die voorwaardes waarna verwys in Sertifikaat van Gekonsolideerde Titel Nr. T2419/1928.
- B. GEREISTIG** tot die bepalings van die volgende Serwituut endossement gedateer 3 Augustus 1946 op Sertifikaat van Verenigde Titel Nr T2419/1928 wat as volg lees:

"Kragtens Grondbrief Nr. 79/46 gedateer 12 Julie 1946 en gereistreeer 3 Augustus 1946 is perseel 159 Olifantsriviernedersetting daarby toegeken, onderhewig aan 'n Serwituut van Reg-van-Weg 5,67 meter wyd langs die grens van die genoemde perseel gemerk B en C op Kaart 1940/1938 geheg aan genoemde Grondbrief, ten gunste van die restant van Perseel 317, Olifantsriviernedersetting (waarvan die gedeelte hiermee gehandel, 'n gedeelte uitmaak) hieronder gehou, soos meer volledig sal blyk uit genoemde Kroongrondbrief."

C. HIERDIE TOEKENNING geskied behoudens:-

- (a)
- (b) Die voorwaardes soos uiteengesit in die aangehegte Skedule B tot hierdie grondbrief.

SKEDULE B

- (a) Die grond is onderworpe aan ewigdurende serwitute van waterleiding en/of dreinerings, soos omskryf in artikel 139, met insluiting van die regte bepaal in artikel 141(3) en 142(1)(a), (b) en (c) van die Waterwet, 1956, soos gewysig, ten aansien van enige bestaande kanale en afvoerslote gebou onder hierdie Staatswaterskema, ten gunste van die Republiek van Suid-Afrika en is verder onderworpe aan die reg van die Minister of ander bevoegde gesag om enige verandering of vervanging te maak in die konstruksie of roete van die gesegde kanale en afvoerslote en om addisionele kanale en/of afvoerslote te bou. Die Staat sal onder geen omstandighede aanspreeklik wees vir enige skade of verlies wat deur die eienaars gely mag word oor of op die gedeeltes wat aan die gesegde serwitute onderworpe is nie;
- (b) (i) Die Minister van Landbou of ander bevoegde gesag by wie die verpligting vir die onderhoud van die verdelingsvore en afleivore hierna mag berus het die reg om damme, reservoirs, geleidings, watervore, geute, pypleidings en afleivore op die grond aan te lê vir die toevoer van water na, of die afvoer van water van ander hoewes, of Staats- of privaatgrond, of vir publieke of ander doeleindes en om die nodige paaie langs sulke vore of afleivore te maak. Die behoorlik gemagtigde amptenare van die Staat of ander gemagtigde persone het te alle tye langs die genoemde paaie vrye deurgang oor die grond vir die doel om sluise te reël en om, ingeval van belemmering van stroom die vore of afleivore te ondersoek, skoon te maak en te hestel.
- (ii) Die Minister van Landbou of ander bevoegde gesag het altyd die reg om afleivore en dreineringsvore oor die grond aan te lê en om materiaal daarvan te neem, benodig vir herstel of onderhoud van die leivore en dreineringsvore. Die skoonmaak, instandhou en herstel van die gesegde leivore en dreineringsvore moet deur die eienaar gesamentlik en afsonderlik met ander eienaars en/of huurders van hoewes binne die nedersetting onderneem word;

- (c) Die Staat, waterraad of ander bevoegde liggaam aanvaar geen aanspreeklikheid vir enige verlies wat die eienaar van die grond mag ly as gevolg van waterskaarste of enige beperkings van water of enige misoeste as gevolg daarvan of enige skade wat deur oorstroming, deursypeling of enige oorloop van water veroorsaak is nie, en die eienaar het geen eis teen die Staat, waterraad of ander bevoegde liggaam vir enige vergoeding ten aansien daarvan nie;
 - (d) Alle paaie en deurgange wat wettig op die grond aangelê is moet vry en ombelemmer bly tensy sodanige paaie en deurgange op bevoegde gesag opgehef, gesluit of verander word;
 - (e) 'n Reg-van-weg ten gunste van die huurders en/of eienaars van aangrensende of naburige hoewes op die nedersetting in 'n geskikte rigting na die naaste publieke pad moet te alle tye oor die grond toegestaan word, ten gunste van die eienaars, huurders of okupeerders van die ander gedeeltes op die nedersetting, mits sodanige reg-van-weg volgens die mening van bevoegde gesag nodig is;
 - (f) Die eienaar moet, ingeval die hele of enige gedeelte van die grond gebruik word vir die weiding van vee van watter soort ookal, die grense daarvan asook die kante van alle besproeiingskanale, vore of afleivore wat daaroor gaan, omhein ooreenkomstig spesifikasies deur die Minister van Landbou vasgestel.
- D. Kragtens Notariële Akte Nr K1098/2008S ONDERHEWIG VERDER** aan 'n kraglynserwituut ten gunste van ESKOM met bykomende regte.

NIE ONDERHEWIG AAN voorwaarde C (a) op bladsy 3, Skedule A en K168/1997PC op bladsy 5 van Grondbrief Nr T33514/1976, kragtens Artikel 53 van die Wysigingswet op die Registrasie van Myntitels, Wet 24 van 2003.



Weshalwe die komparant afstand doen van al die regte en aanspraak wat die genoemde

Transportgewer

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

Transportgewer

geheel en al van die besit daarvan onthef is en nie meer daarop geregtig is nie, en dat kragtens hierdie akte die genoemde

Transportnemer

Sy erfgename, eksekuteurs, administrateurs of gemagtigdes tans daarop geregtig is, en voortaan daarop geregtig sal wees ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat, en ten slotte verklaar dat die koopprys ten bedrae van **R1 575 000.00 (EEN MILJOEN VYF HONDERD VYF EN SEWENTIG DUISEND RAND)** ten volle betaal of verseker is.

Ten bewyse waarvan ek, die genoemde Registrateur van Aktes, saam met die Komparant, q.q., hierdie akte onderteken en met die ampseël bekragtig het.

Aldus gedoen en geteken in die kantoor van die Registrateur van Aktes, te Kaapstad, Provinsie van die Kaap die Goeie Hoop, op

23 SEP 2016



q.q.

In my teenwoordigheid,



Registrateur van Aktes

