



Upcoming Auction in
Clanwilliam...

WEB REF: CL849 | POA

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Upcoming Auction in *Clanwilliam*...

WEB REF: CL849 | POA

Auction Date:	Wednesday 12 March 2025 @ 11:00
View:	By appointment only
Venue:	On Site
Web Ref:	Click here
Auctioneer:	Appie Maritz

Farm for Sale in *Clanwilliam*...

BUSINESS BUILDING ON AUCTION

Neat, well located double story building in the Main Street and business area.

Good lease agreements with stable tenants.

Ground floor of approximately 609 sqm consisting of 4 business units.

1st Floor, approximately 300 sqm consisting of 5 Apartments.

Clanwilliam is a busy and neat town with a good and thriving business Centre.

LEASE AGREEMENTS - ERF 35

ABSA

Renting since 1999

Current rent R 25 935,23 per month with escalation of 7% pa

Lease term ends 28 February 2026

Size ± 240 m²

FINBOND

Renting since 2009

Current rent R 23009,92 per month with escalation of 10%

Lease term ends 30 June 2025

Size ± 100 m²

STORE

Current rent per month R 14 000

Size ± 160 m²

ART HOUSE

Owner's Mom's art gallery no rent is charged.

Probable potential rental income from this part of ± 180 m² could amount to R 15 000

5 X APARTMENTS

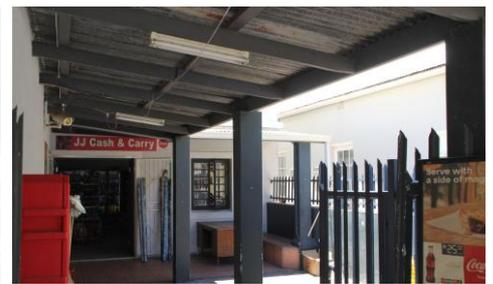
Bachelors apartment R 5000 pm

Apartment R 6000 pm

3 apartments currently vacant due to the sale of the property

Upcoming Auction in *Clanwilliam*

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HOME & HECTARE
REAL ESTATE SPECIALISTS

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Email : info@homeandhectare.com

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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



MUNISIPALITEIT • MUNICIPALITY • UMASIPALA

AJ Booyesen
Manager: Town Planning & Building Control
Directorate: Infrastructure & Technical
Services

2 Visser Street, Clanwilliam

T: +27 27 482 8600 F: +27 27 482 1369
E: ajbooyesen@cederbergraad.co.za

23 June 2017

To whom it may concern:

Stone and Partners
PO Box 29
Lambert's Bay, 8130

ZONING SCHEME EXTRACT

ERF 35, CLANWILLIAM

On the date reflected above, the Cederberg Municipality's records indicated the property listed below to be zoned for the following purposes:

Property description	Erf 35, Clanwilliam
Physical address	Voortrekker Street, Clanwilliam
Applicable Zoning scheme	Section 8 Zoning Scheme Regulations of LUPO (15 of 1985)
Zone	Business Zone 1
Primary land uses permitted	Business premises
Consent uses:	Town house, flats, residential building, place of assembly, place of entertainment, place of instruction, institution, bottle-store, supermarket and service trade.
Other previously approved use rights (if any)	none
Road widening / new road schemes (if any)	none

The following must be noted when reading the zoning extract:

- The above zone is subject to various development parameters and land use restrictions which are contained in the applicable zoning scheme regulations, a copy of which is either attached or available on request at the Town Planning & Building Control office.
- This document is provided for information purposes only.
- It is further noted that the above information doesn't necessarily include reference to all previous land use approvals, restrictions, exclusions, departures or may not reflect lapsing of approvals. The reader is advised to also check the records of any other previous approvals, consents, exclusions, departures granted from the zoning scheme regulations or whether an approval not exercised has lapsed as well as the title deed for other restrictions that might impact on the development of the property.
- Use of the property in accordance with the above specified zone does not exempt the owner/occupier from compliance with any other legal or statutory requirement which may affect the property.

Yours faithfully

AJ Booyesen
Manager: Town Planning & Building Control

DRAWING NOTES

1. Appointed contractor to meet with designer & project manager to discuss and approve encroachments prior to manufacture.
2. All windows and sliding doors to be installed max. 75mm from the inside of the wall irrespective of the width of the wall. Sizes are as shown on drawings.
3. Windows and doors to be manufactured according to measurements taken on site.
4. This drawing is to be read in conjunction with issues issued by the designer.
5. All finishes to comply with NATIONAL BUILDING REGULATIONS, AND SABS 10400.
6. The contractor is required to submit an audit at the end of the project to ensure that the correct products have been used.
7. The contractor is required to get approval from the design team/project manager prior to proceeding with order placement.
8. The contractor is required to submit an audit at the end of the project to ensure that the correct products have been used.
9. Check all dimensions before the commencement of work.
10. All measurements to be taken over drawing.
11. All measurements to be taken prior to commencement of work.

PROFICA

PROFICA - PROPERTY & CONSTRUCTION SOLUTIONS - AFRICA

CORNER 10TH AVENUE & WESSELS ROAD
RIVONIA, SANDTON
JOHANNESBURG, SOUTH AFRICA

APPROVAL SIGNATURES

CLIENT	MAIN CONTRACTOR
FIRE CONSULTANT	ELECTRICAL CONSULTANT

Rev No

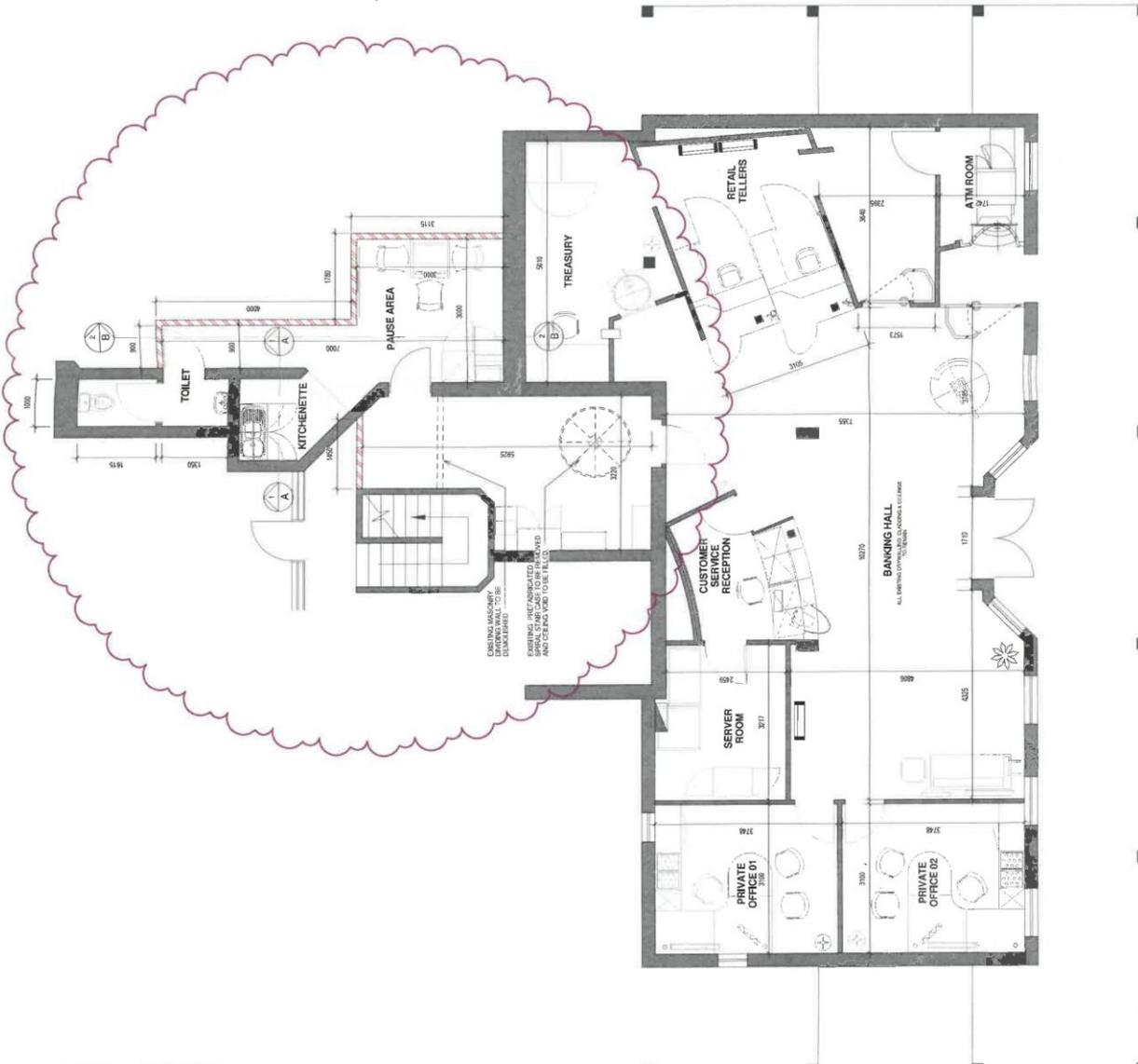
Revision Number	Revision Date	Revision Description
1	11/03/2018	ISSUANCE

Revision Schedule	Revision Description
1	ISSUANCE

SMALL PLOT FILES	SHEET	DESCRIPTION

**ABSA CLAN
WILLIAM**
21 MAIN ROAD
ERF 35

PROFICA PROJECT NUMBER	0000
Designed:	B. BURLEY
Drawn:	B. BURLEY
Checked:	
Scale:	As indicated



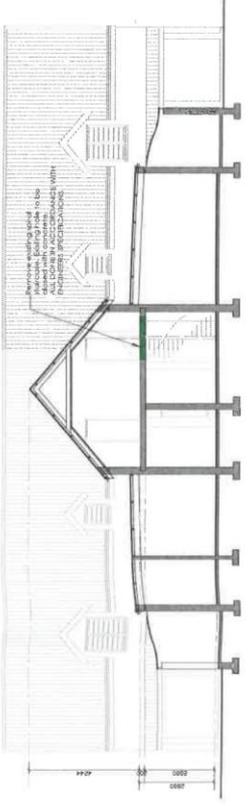
GROUND STOREY CONSTRUCTION PLAN
SCALE 1:50

WALL	DESCRIPTION
[Pattern]	EXISTING MASONRY
[Pattern]	NEW STONEWALL
[Pattern]	NEW STROKES WALL (M-20MM STEEL PLATE 2 BRUS)
[Pattern]	NEW STROKES WALL (M-20MM STEEL PLATE ATTACH BR)
[Pattern]	NEW 100 FIBRE FATED WALL (H)
[Pattern]	NEW 100 FIBRE FATED WALL (H)
[Pattern]	NEW GREEN BOARD DRY WALL (G)
[Pattern]	DEMOLISH & MAKE GOOD
[Pattern]	NEW CONCRETE

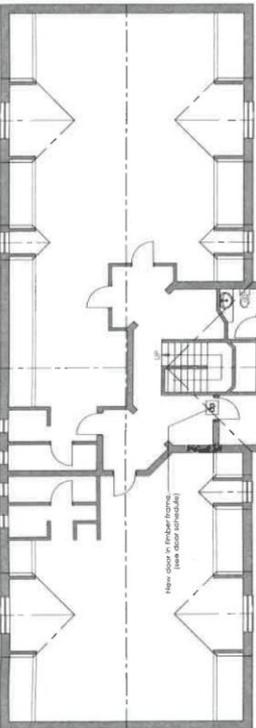
NOTE:
- ALL NEW FINISHES MUST BE IN ACCORDANCE WITH SABS 10400
- ALL FINISHES TO BE IN ACCORDANCE WITH THE ENGINEER'S SPECIFICATION
- ALL NEW GLAZING TO BE IN ACCORDANCE WITH SABS 10400
- ALL NEW GLAZING TO BE IN ACCORDANCE WITH THE ENGINEER'S SPECIFICATION
- ALL NEW GLAZING TO BE IN ACCORDANCE WITH SABS 10400
- ALL NEW GLAZING TO BE IN ACCORDANCE WITH THE ENGINEER'S SPECIFICATION

GENERAL NOTES

1. This drawing is to be used in conjunction with the contract documents and may only be used with the permission of the architect.
2. The architect is not responsible for the accuracy of any measurements shown on this drawing. The contractor shall verify all measurements and levels on site and any discrepancies shall be reported immediately to the architect.
3. The contractor shall verify all measurements and levels on site and any discrepancies shall be reported immediately to the architect.
4. The contractor shall verify all measurements and levels on site and any discrepancies shall be reported immediately to the architect.

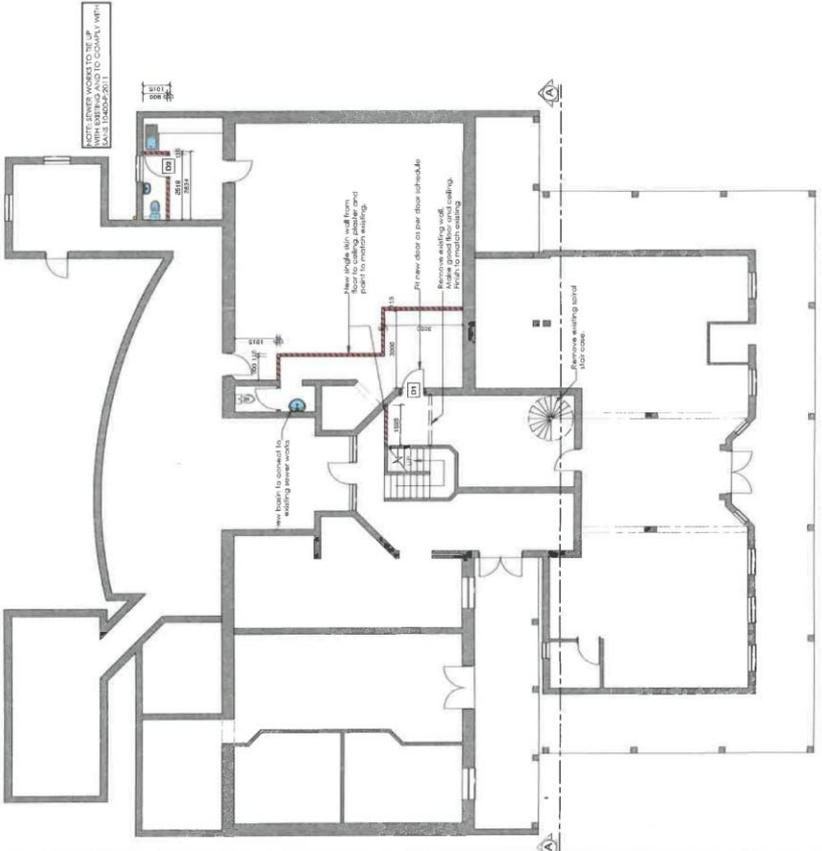


**SECTION A-A
1:100**

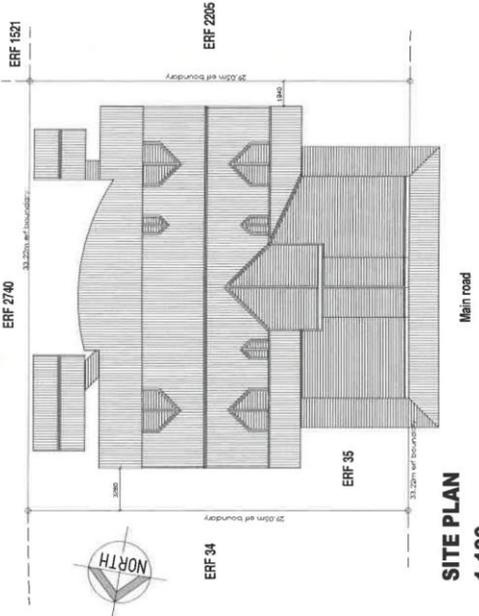


**FIRST FLOOR PLAN
1:100**

Remove existing floor slab cover. Overlay to be added. ALL CONCRETE WORK TO BE DONE IN ACCORDANCE WITH SPECIFICATIONS.



**GROUND FLOOR PLAN
1:100**



**SITE PLAN
1:100**

DOORS	Door type
DOORS	DESCRIPTION
Door no	D1, D2, D3
	D1 - D2 - D3 Main hollow core internal door in timber 1700mm x 2100mm height 1700mm x 2100mm width FH D2 - Core glass timber handle

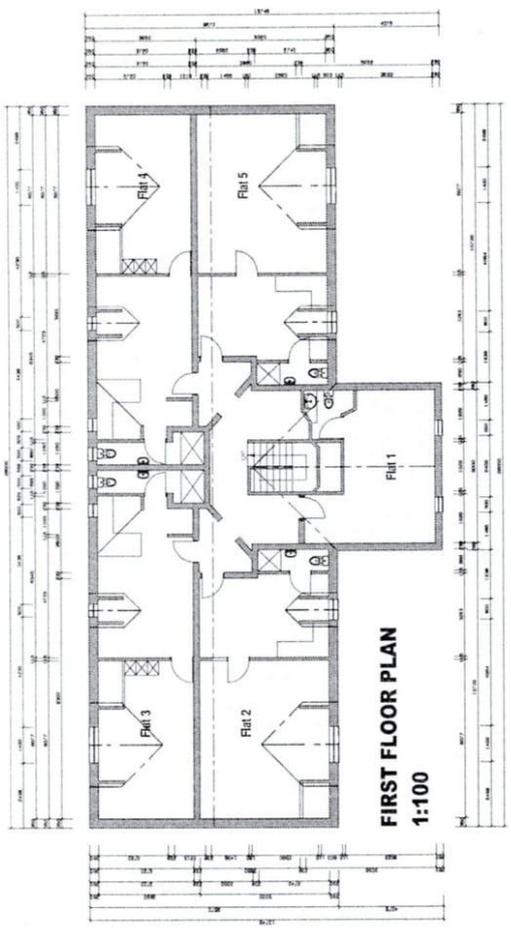
**DOOR SCHEDULE
1:50**

DESCRIPTION	% OR FACTOR	AREA
ZONES	Business	
ERF		945sqm
COVERGE ALLOWED	100%	945sqm
COVERGE AS PER PROPOSED LAYOUT	69.6%	657sqm

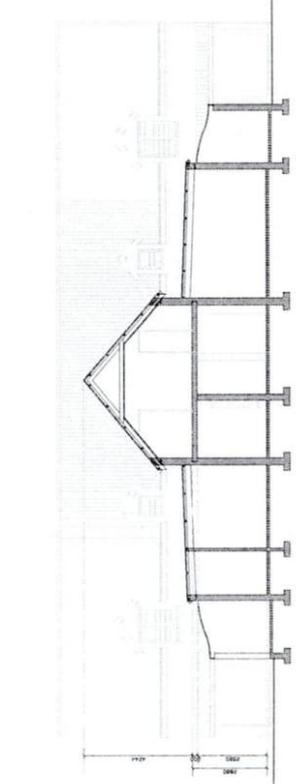
FLOOR AREA	IS
EXISTING GROUND FLOOR	609sqm
EXISTING FIRST FLOOR	300sqm
EXISTING COVERED STOEP	63sqm
NEW GROUND FLOOR AREA	
NEW COVERED STOEP	
TOTAL ADDITIONAL FLOOR AREA	
TOTAL AREA OF DWELLING	972sqm

DATE: 23/04/2016 DWG. No: 273/2016/01
 CLIENT: Stephen Stone Buildings BK
 PROJECT DESCRIPTION: PROPOSED ALTERATIONS TO EXISTING BUILDING ON ERF 35, CLANNAMILLA
 DRAWN BY: MARTIN V RENSBURG
 DRAWING TITLE: ABA BUILDING CLANNAMILLA

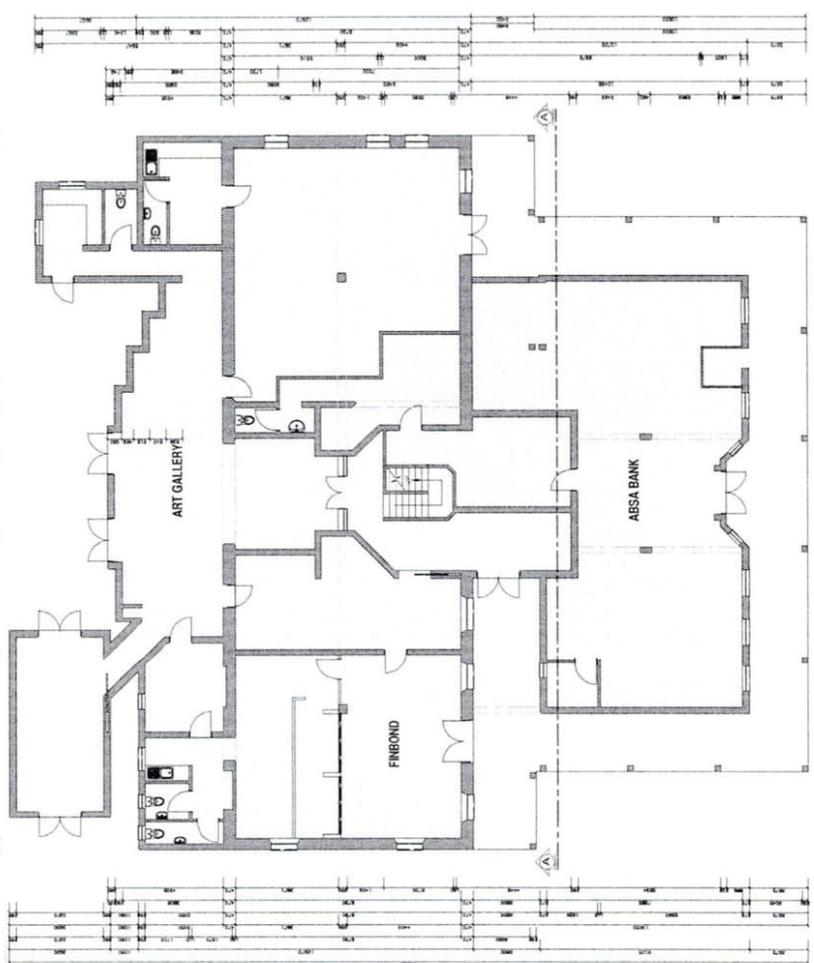
REGISTERED PERSON
 GEORGE WILLIAMS
 SACPA 11491



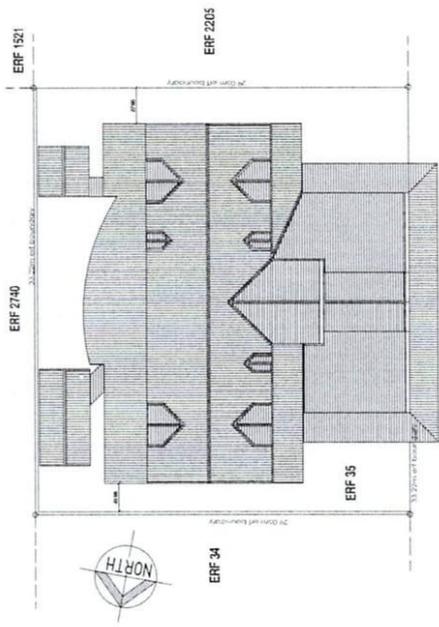
FIRST FLOOR PLAN
1:100



SECTION A-A
1:100



GROUND FLOOR PLAN
1:100



SITE PLAN
1:200

GENERAL NOTES:

1. This drawing is part of a set of drawings and may refer to other drawings in the set.
2. This drawing is for information only and is not to be used for construction without the approval of the architect.
3. This drawing is for information only and is not to be used for construction without the approval of the architect.
4. The architect is not responsible for the accuracy of the information provided in this drawing.
5. The architect is not responsible for the accuracy of the information provided in this drawing.

DATE	DWG. NO.
09/03/2018	18/2017/201
CLIENT	Stephen Stone Management Bk
PROJECT DESCRIPTION	ABSA BANK BRANCH CLARENVILLE
DRAWN BY	MARTIN V RENSBURG
DRAWING TITLE	ABSA BANKING CLARENVILLE

JORO
Design Solutions Pty Ltd

Willmott + von Rensburg
Architectural Drafting

REGISTERED PERSON

Property Description in *Clanwilliam*...

WEB REF: CL849 | POA

Registered Owner:

Registration No:

Title Deed Description:

Extent:

STEPHAN STONE BELEGGINGS CC

200000930223

ERF 35, 21 MAIN ROAD, CLANWILLIAM, WESTERN CAPE
PROVINCE

919 HA

VRYWARING: Nieteenstaande alle redelike voorsorg getref vir die verkryging van die korrekte inligting, waarborg nóg Home and Hectare (PTY) LTD, nóg enige van sy filiale of REFante maatskappye, nóg die Verkopers, die korrektheid van die inligting, en sal geeneen van die voorafgenoemde aanspreeklik gehou word vir enige direkte skade of verlies, van welke aard ookal, gely deur enige persoon as gevolg van foute of weglatings in die inligting verskaf nie, hetsy toe te skryf aan die nalatigheid of andersins van Home and Hectare (PTY) LTD, sy filiale of REFante maatskappye, die Verkopers, of enige ander persoon.

HOME & HECTARE
REAL ESTATE SPECIALISTS

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Company Registration No: 1967/004920/07. Registered with PPRA | Active Trust Account

Get *in touch...*

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Appie Maritz

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AUCTION RULES AND CONDITIONS OF SALE

after signing by the Purchaser and Seller, a purchase agreement will be set

PLACE OF AUCTION: 21 MAIN ROAD, CLANWILLIAM
DATE OF AUCTION: WEDNESDAY 12 MARCH 2025
TIME OF AUCTION: 11H00

Represented by: APPIE MARITZ
(the "AUCTIONEER")

duly instructed by

STEPHAN STONE BELEGGINGS CC
CK2000/009302/23
(the "SELLER")

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

TITLE DEED DESCRIPTION: ERF 35 CLANWILLIAM, WESTERN CAPE PROVINCE
IN EXTENT: 919 m²

together with all improvements thereon (the "**PROPERTY**") on the following terms and conditions:

1. **AUCTION PROCEDURE**

- 1.1. The sale by auction is subject to a reserve price.
- 1.2. The auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the owner, but shall not be entitled to make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: "*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.*"
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. 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 meet 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.
 - 1.6.2. 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 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.

- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the **AUCTIONEER** during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. All money due to the seller in terms of the Rules of Auction will be paid into the trust account of the transfer attorney for the benefit of the seller, minus any commission payable to the **AUCTIONEER**.
- 1.9. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.
- 1.11. The sale shall be by the rise and the property shall be sold to the highest bidder subject to the Rules of Auction.
- 1.12. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.13. 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.
- 1.14. 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.
- 1.15. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding.
- 1.16. Any error by the auctioneer shall be entitled to be corrected by him.
- 1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in 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.
- 1.18. The highest bidder ("the purchaser") shall sign the Rules of Auction immediately on the fall of the hammer.

2. **ACCEPTANCE AND CONFIRMATION**

- 2.1. The **PURCHASER'S** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12H00 on the 19TH OF MARCH 2025**. The **PURCHASER** and the **AUCTIONEER** acknowledge and agree that this provision are inserted and intended for the benefit of the **SELLER**.
- 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 Rules of Auction 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. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.
- 2.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. **PURCHASE PRICE**

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

- 3.1. A deposit of **5 % (FIVE PERCENT)** of the Purchase Price to the **AUCTIONEER** by the **PURCHASER** immediately on the fall of the hammer, which amount the **PURCHASER** hereby authorises and instructs the **AUCTIONEER** to pay over to the **SELLER's** Attorneys against registration of transfer of the **PROPERTY** into the **PURCHASER's** name in terms hereof.
- 3.2. The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** to invest all amounts paid on account of the Purchase Price in an interest-bearing account with a bank of the **AUCTIONEER's** choice. The interest shall accrue to the Estate Agency Affairs Fidelity Fund in terms of section 32 (2) (c) of the Estate Agency Affairs Act unless the parties agree otherwise in writing.
- 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 **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within **45 (FOURTY FIVE)** days from receipt of a written request to that effect from the **SELLER's** attorneys.

3.4 All monies due by the **PURCHASER** in terms of this Agreement, and unpaid on due date, shall bear interest at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of payment to the actual date of payment thereof, (both days inclusive).

3.5 Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AUCTIONEER's** Commission when due and subject to the provisions contained in clause 5 hereof, then interest and thereafter to the payment of any other monies due in terms hereof.

4. VALUE-ADDED TAX

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. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms of clauses 3.1 and 3.3, **AUCTIONEER's** commission of **7 % (SEVEN PERCENT)** of the Purchase Price, plus VAT thereon, which commission shall 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**.

5.2. The **PURCHASER** shall pay the full amount of **AUCTIONEER's** commission into the trust 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** 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.

5.3. If commission is not paid by the **PURCHASER** to the **AUCTIONEER** in terms hereof for any reason whatsoever, the **SELLER** hereby instructs his attorneys to pay the commission or balance thereof, whichever may be applicable, to the **AUCTIONEER** as a first draw from the proceeds of this sale, against registration of transfer of the **PROPERTY** into the name of the **PURCHASER**.

5.4. The **PURCHASER** shall be liable to pay to the **AUCTIONEER**, upon demand, a fee equal to any bank charges that the **AUCTIONEER** may become liable for upon payment of the **AUCTIONEER's** commission into the **AUCTIONEER's** chosen bank account.

5.5. The provisions of this clause 5 are inserted and intended for the benefit of the **AUCTIONEER** who by his signature hereto, accepts such benefit.

6. OCCUPATIONAL INTEREST

Should the **PURCHASER** take possession of the **PROPERTY** prior to registration of transfer, the **PURCHASER** shall pay occupational interest to the **SELLER**, calculated as mutually agreed by all parties per month, payable in advance on the first day of every month, from date of possession until date of transfer, both days inclusive, payable directly to the **SELLER's** Attorney (reduced *pro rata* for any period less than a month).

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 registration of transfer 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 registration of transfer, which refund shall be paid upon registration of transfer.

8. SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that 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 Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

8.1. The **SELLER** warrants that they are **RESIDENTS** of the Republic of South Africa;

- 8.2. The **SELLER** hereby indemnifies and holds harmless both the **AUCTIONEER** and the **SELLER'S** Attorneys attending to the transfer of the **PROPERTY** hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the **SELLER**, or from any other source and the **SELLER** further waives any right of recourse he may have against the said **SELLER'S** Attorneys and/or **AUCTIONEER**, in respect of any action or omission by them in terms of the Act, on information supplied to them by the **SELLER**, or any other source;
- 8.3. In the event that the **SELLER** has warranted that he is a resident and information leads the **AUCTIONEER** or the **SELLER'S** Attorneys to suspect that the **SELLER** is a non-resident, the **AUCTIONEER** or **SELLER'S** Attorneys may by written notice call upon the **SELLER** to obtain a directive from SARS within 30 (thirty) days as to his resident status, failing which the provision of clause 8.4.1 below shall apply.
- 8.4. In the event that SARS, furnishes a directive, wherein the **SELLER** is regarded as a non-resident for income tax purposes:
- 8.4.1. The **PURCHASER** hereby irrevocably instructs the **SELLER'S** Attorneys upon registration of transfer to withhold the prescribed percentage of the Purchase Price and to pay such monies to SARS within 14 (fourteen) days of registration of transfer.
- 8.4.2. Notwithstanding the provision of 8.4.1 above, the **SELLER** shall be entitled to obtain a directive from the SARS for the non-withholding or a reduced withholding, of tax, which directive shall be delivered to the **SELLER'S** Attorneys within 21 (twenty one) days of the date of acceptance of this agreement, failing which the **SELLER** shall be bound by such withholding 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 hereof, 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. The **PURCHASER** hereby specifically authorises and agrees to the **SELLER'S** Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises and agrees to the **SELLER'S** Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.
- 9.4. 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 the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.
- 9.5. In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER'S** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or where applicable to ensure that the mortgage bond documentation or ancillary documentation is satisfactorily completed or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 9.6. The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER'S** Attorneys all information and documentation required by the **SELLER'S** Attorneys to enable the **SELLER'S** Attorneys to fulfil their obligations in terms of FICA.
- 9.7. Registration of transfer of the **PROPERTY** into the name of the **PURCHASER** shall be attended to by the following attorney firm:
-

10. POSSESSION AND RISK

- 10.1. Possession of the **PROPERTY** shall only be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer, provided that clauses 3.1 and 3.3 above have been complied with, from which date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2. Should the **PURCHASER** take and the **SELLER** allow possession of the **PROPERTY** prior to registration of transfer, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of possession, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER'S** interest in the **PROPERTY** shall be endorsed against such policy for such period.

- 10.3. Upon the **PURCHASER** taking possession of the **PROPERTY** and pending transfer, the following further provisions shall apply –
- 10.3.1. the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
- 10.3.2. the **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in 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** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor’s pegs or beacons in respect of the **PROPERTY** unless requested 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** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.
- 12.4. Annexure 2 hereto sets out information pertaining to the **PROPERTY** which is specifically brought to the attention of the **PURCHASER**.

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 in the same good condition as at the date of possession.

- 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**

15.1. The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of these Rules of Auction, 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.

15.2. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.

15.3. The terms of "writing" shall include communications by email or facsimile.

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. **SECTION 112 OF THE COMPANIES ACT**

17.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Section 112 of the Companies Act 71 of 2008 (as amended) ("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**.

17.2. Accordingly, the **SELLER** warrants that the provisions of Section 112 are not applicable to the sale of the **PROPERTY**.

17.3. If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

18. **NOMINEE**

The **PURCHASER** shall be entitled, by notice in writing to the **SELLER**, to nominate a nominee in his place as **PURCHASER**, upon the following terms and conditions:

18.1. the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;

18.2. the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;

18.3. the notice shall be accompanied by the nominee's written acknowledgement:

18.3.1. that it is fully aware of all the terms and conditions of these Rules of Auction as if fully set out in such written acknowledgement; and

18.3.2. that it is bound by the provisions of these Rules of Auction as the **PURCHASER**;

18.4. should the **PURCHASER** nominate a nominee in terms of this clause, then:

18.4.1. all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and

18.4.2. the **PURCHASER** by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all the obligations of the aforesaid nominee as **PURCHASER**, to and in favour of the **SELLER**, for all the **PURCHASER'S** obligations under this agreement, including damages, and renounces the benefits of division and *excussion*.

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 that 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.

22. **GAS COMPLIANCE CERTIFICATE**

The **SELLER** shall, at its expense, deliver to the **SELLER**, on or before the date, a Certificate of Conformity issued by an authorised person as defined in the Pressure Equipment Regulations 2009 made by the Minister of Labour under section 43 of the Occupational Health and Safety Act 85 of 1993, to the effect that the gas installation on the property conforms to the required health and safety standard. The **SELLER** undertakes not to alter, install or remove the gas installation after issue of the said Certificate. In so far as the authorised person appointed by the **PURCHASER** to provide such Certificate requires corrective work to be carried out as a precondition to the issue of such Certificate, the **PURCHASER** will procure such work is carried out at the **PURCHASER'S** cost and expense. Existing Certificates shall not pre-date the date of acceptance of the Agreement of Sale by more than 2(two) years.

23. **PLUMBING COMPLIANCE** (Applicable only to property situated within the jurisdiction of the City of Cape Town)

The **SELLER** shall, at its expense, submit a Certificate by an accredited Plumber to the City of Cape Town municipality, certifying that the water supply to the property conforms with the requirements stipulated in section 14 of the City of Cape Town: Water By-Law, 2010., i.e. that (a) the water installation conforms to the national building regulations; (b) there are no defects which can cause water to run to waste; (c) the water meter registers; and (d) there is no discharge of storm water into the sewer system. Such certificate shall be obtained and submitted to the municipality before registration of transfer. The **PURCHASER** undertakes, in addition, to furnish the **SELLER** with a copy of the certificate before registration of transfer.

24. **BORER BEETLE CERTIFICATE**

The **SELLER** shall provide a valid certificate from a registered Entomologist, that the accessible timbers in the buildings are free from any active wood destroying insects; should there be any work to be done to eliminate any infestation, such work will be paid for by the **SELLER**.

25. **SOLAR ENERGY INSTALLATION**

In compliance with the Electrical Installations Regulations published in terms of the Occupational Health and Safety Act, 1993, the **SELLER** shall provide the **PURCHASER** at his own costs, prior to registration of transfer of ownership, a valid electrical certificate confirming that the installation of the solar PV system is compliant with the Regulations and that it meets the requirements as set out in the Regulations regulating the design, installation and maintenance of the solar system. The **SELLER** confirms that the solar system complies with the National Building Regulations and Standards governing the structural design, electrical wiring, fire safety and quality control. Lastly the **SELLER** confirms that he has, or upon the advice of the installer, insured that the solar system is compliant with the By-laws of the local municipality.

26. **DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION**

- 26.1. Should any dispute, disagreement or claim arise between the parties, which include the **AUCTIONEER**, (“**the dispute**”) concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right to:
- 26.1.1. submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa (“**AFSA**”), upon such terms as agreed between the parties and the secretariat of AFSA; and
 - 26.1.2. failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.
- 26.2. Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.
- 26.3. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Cape Town, South Africa.
- 26.4. The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 26.5. The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.
- 26.6. The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

27. **MAGISTRATES' COURT JURISDICTION**

The Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with 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.

28. **GENERAL CLAUSES**

- 28.1. These Rules of Auction 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.
- 28.2. 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.
- 28.3. No variation or alteration or cancellation of these Rules of Auction or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- 28.4. 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*.
- 28.5. 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.
- 28.6. The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign these Rules of Auction.

SPECIAL CONDITIONS

THE GENERATOR BELONGS TO ONE OF THE TENANTS AND IS EXCLUDED FROM THE SALE OF THE PROPERTY

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: _____

CONTACT NUMBER: _____

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

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

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

TRUSTEE

STONE - VAN DER MERWE
POSBUS 40, CLANWILLIAM 8135

Opgestel deur my,

FOR FURTHER ENDORSEMENTS SEE
VIR VERDERE ENDORSEMENTE SIEN.

TRANSPORTBESORGER
STONE, S.J.P.

REGISTERED	R. _____
DUTY	R. _____
POSTAGE	R. _____
TOTAL	R. 55,00

80 0019408 2006
GEKANSELLEER CANCELLED
IN WEDERHOOFD VAN 'N VERBODEN TOEGANG
17 MAR 2006

MORTGAGED	
R 650 000,00	
B 000058491 12000	
000003110 *2000	

PREFERENCE OF
USUFRUCT OWNED 110
MORTGAGEE

VIR ENDORSEMENTE KYK BLADSY... ET SEQ
FOR ENDORSEMENTS SEE PAGE...
ENDORSEMENTS SEE PAGE...
ENDORSEMENTE KYK BLADSY...

TRANSPORTAKTE

SY DIT KENNELIK AAN ALMAL WIE DIT MAG AANGAAN

000090627/2000

Dat ~~GUILLAUME RONEL PRETORIUS, PAUL ALEXIS KLOPPERS, HANS WERNER MENNEN, en/of~~
verskyn het voor my, Registrateur van Aktes te KAAPSTAD, Hy die gesegde Komparant synde daartoe behoorlik gemagtig deur 'n volmag geteken te CLANWILLIAM op 11 September 2000 aan hom verleen deur

STEPHANUS JOHANNES PAULUS STONE
Identiteitsnommer 610104 5003 001
getroud buite gemeenskap van goed

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

VERBIND		MORTGAGED	
1/2 VIR FOR R	1 000 000,00		
B	 No proceedings with REGISTRATEUR/REGISTRAR 		

VIR ENDOSSAMENTS KYK BLADSY
 FOR ENDORSEMENTS SEE PAGE 5.

En die Komparant het verklaar dat voormelde TRANSPORTGEWER waarlik en wettiglik verkoop het op **11 September 2000** en dat Hy, in sy hoedanigheid as voormeld hiermee in volle en vrye eiendom sedeer en transporteer aan en ten behoewe van

**STEPHAN STONE BELEGGINGS BK
NR CK2000/009302/23**

Of hul gemagtigdes

RESTANT Erf 35 CLANWILLIAM
geleë in die gebied van die Clanwilliam Plaaslike Oorgangsraad,
Afdeling Clanwilliam, Provinsie Wes-Kaap;

GROOT : 919 (Nege Honderd en Negentien) Vierkante meter

AANVANKLIK GETRANSPORTEER kragtens Transportakte Nr T212/1825
gedateer 30 Desember 1825 tesame met KAART wat daarop betrekking het en
gehou kragtens Transportakte Nr T /2000.
000090626 / 2000

- A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte No. T1176/1909.
- B. ONDERHEWIG VERDER aan die voorbehoud van 'n lewenslange vruggebruik ten gunste van die Transportgewer

STEPHANUS JOHANNES PAULUS STONE
Identiteitsnommer 610104 5003 001
Getroud buite gemeenskap van goedere

soos voorbehou in koopkontrak gedateer 11 September 2000

Weshalwe die Komparant afstand doen van al die regte en titel wat die TRANSPORTGEWER voorheen op genoemde eiendom gehad het, en gevolglik ook erken dat die TRANSPORTGEWERS geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie, en dat kragtens hierdie akte, bogenoemde TRANSPORTNEMER

STEPHAN STONE BELEGGINGS BK,

Of hul gemagtigdes

tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die Regte van die Staat; en ten slotte erken hy dat die hele Koopsom die bedrag van R21 600,00 (Een en Twintig Duisend Ses Honderd Rand) bedra, wat ten volle betaal of verseker is.

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

ALDUS GEDOEN en verly op die Kantoor van die Registrateur van Aktes, te KAAPSTAD op 31 Oktober



4. g. sy Prinsipaal/ale

In my teenwoordigheid,

REGISTRATEUR VAN AKTES.

VA07892/10 /

-5-

Certified a true copy of the duplicate original filed of record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No. 68

Deeds Registry
Cape Town

12 NOV 2010

Asst. Registrar of Deeds

T90627/2000

VERBIND		MORTGAGED	
VIR FOR R		200 000,00	
B	038355/10	H. Kraenburg	
23 DEC 2010		REGISTRAR	

Preference waived
1st O mortgagor
1st O mortgagee

BO 001742/2019

GEKANSLEEL
CANCELLED

24 JAN 2019

VERBIND		MORTGAGED	
VIR FOR R		2 500 000,00	
B	000001080/2019	REGISTRAR	
24 JAN 2019		REGISTRAR	

wop
Preference waived
1st O mortgagor
1st O mortgagee