



Upcoming Auction in
Porterville...
23 July 2026 @ 11H00

WEB REF: RL6347 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Auction in *Porterville...*

WEB REF: RL6347 | POA

Auction :	Thursday 23 July 2026 at 11H00
Viewing:	By Appointment
Venue:	On the premises
Website:	Click here

HOME & HECTARE
REAL ESTATE SPECIALISTS



MEMBER OF THE BKB GROUP

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

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

Farm 1 for Sale in *Porterville*...

EXCEPTIONAL AGRICULTURAL OPPORTUNITY

Farm 1: Portion 11 of 11 – 158 ha

18.9 Ha Table Grape cultivars; Dan Ben Hannah, Red Globe, Flame Seedless, Sugraone, Scarlotta, Tawny, Sugrathirty Four [Adora], Sweet Sapphire and Autumn Crisp.

5 Ha Citrus cultivar Midnight

12 Ha Irrigable fields with mother lines

90 Ha Arable seedling lands [Currently leased] Suitable for quality Rooibos tea production.

Good infrastructure with 4-bedroom dwelling with established garden, separate flat, guesthouse, packing shed, worker accommodation, old store and pump house.

Irrigation dam of 50,000 cubic metres

Farm 2: Farm number 258 – 181 ha with 42 ha water allocation

Approximately 110 Ha grazing land [currently leased] Suitable for quality Rooibos tea production.

50 Ha Arable land [currently leased] Suitable for Rooibos tea production.

20 Ha previously mined

Large wetland.

Exceptional opportunity to acquire these established farms in an incredibly fertile part of the Western Cape.

Offers may be accepted prior to the closing date.

Viewing by appointment.

PLEASE NOTE: Farms are sold as a unit.

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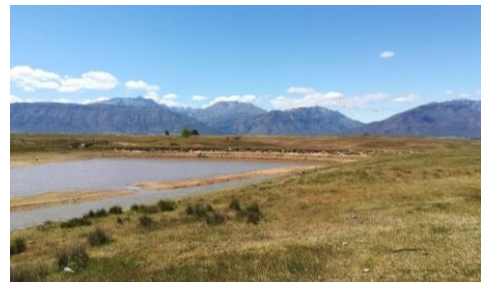
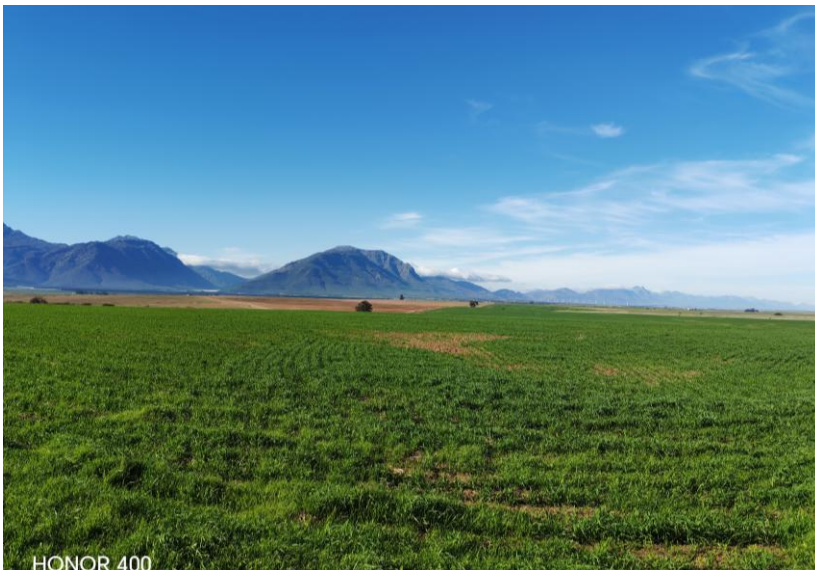


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Property Description in *Porterville*...

WEB REF: RL6347 | POA

Registered Owner:

OAK GLEN BOERDERY PTY LTD

Registration Number:

199801820107

Title Deed Description:

FARM 1:

PORTION 11 OF FARM 11 HALFMANS HOF,
TULBAGH RD, WESTERN CAPE PROVINCE.

Extent:

158.0880 HA

Title Deed Description:

FARM 2:

FARM 258 OAK GLEN, PIKETBERG RD, WESTERN
CAPE PROVINCE.

Extent:

181.1414 HA

Total Extent:

339,2294 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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Permanent Crop Breakdown						
Permanent Crops - Table grapes						
Crop	Block #	Establishment	Condition	Age	Extend (Ha.)	Irrigation System
Red Globe	10	2009	Good	17	2,50	Drip
Red Globe	12	2011	Good	15	1,60	Drip
Flame Seedless	11	2012	Good	14	1,00	Drip
Dan Ben Hannah	15	2012	Good	14	1,60	Drip
Sugraone	16	2013	Good	13	1,60	Drip
Scarlotta	9	2014	Good	12	1,60	Drip
Scarlotta	17	2014	Good	12	1,20	Drip
Tawny	19	2016	Good	10	2,50	Drip
Sugrathirtyfour (Adora)	20	2017	Good	9	1,70	Drip
Sweet Sapphire	21	2017	Good	9	2,00	Drip
Autum Crisp	22	2020	Good	6	1,60	Drip
Total					18,90	
Permanent Crops - Citrus						
Crop	Block #	Establishment	Condition	Age	Extend (Ha.)	Irrigation System
Midknight	24	2019	Good	7	5,00	Drip
Total					5,00	
Total					23,90	

Water Registration Certificates



24 RIVIERE BESPROEINGSRAAD

COPY TAX INVOICE

NUMBER: 014
REFERENCE: 013
DATE: 03/06/2025
DUE DATE: 03/06/2025
SALES REP:
OVERALL DISCOUNT %: 0,00%
PAGE: 1/1

FROM

**VIER EN TWINTIG RIVIERE
BESPROEINGSRAAD**

VAT NO: 4340158007

POSTAL ADDRESS:
PO Box 298
Porterville

PHYSICAL ADDRESS:
De Tuin
Halfmanshof
Porterville

6810

6810

TO

OAK GLEN BOERDERY

CUSTOMER VAT NO: 4270180633

POSTAL ADDRESS:
Posbus 14
HALFMANSHOF
6811

PHYSICAL ADDRESS:
Posbus 14
HALFMANSHOF
6811

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
WAT 2025 - WATER RATES 2025 Deel 0 van plaas Oak Glen no. 258, Piketberg rd	42.00	R3,005.46	0,00%	15,00%	R126,229.32	R145,163.72

Bank: Standard bank
Branch: Piketberg
Account number: 083070028
Branch code: 051001

Payment is due 30 days after statement.

Total Discount: R0.00
Total Exclusive: R126,229.32
Total VAT: R18,934.40
Sub Total: R145,163.72

Grand Total: R145,163.72

BALANCE DUE
R145,163.72



Date created: 2026/01/09



Get in touch...

WEB REF: RL6347 | POA

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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 THE PREMISES
DATE OF AUCTION: THURSDAY 23 JULY 2026
TIME OF AUCTION: 11:00

HOME AND HECTARE (PTY) LTD

Represented by: APPIE MARITZ
(the "AUCTIONEER")

duly instructed by

OAK GLEN BOERDERY PTY LTD
Registration Number: 199801820107
(the "SELLER")

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

TITLE DEED DESCRIPTION:

PORTION 11 OF FARM 11 HALFMANS HOF, TULBAGH RD, WESTERN CAPE PROVINCE.

IN EXTENT: 158.0880 HA

FARM 258 OAK GLEN, PIKETBERG RD, WESTERN CAPE PROVINCE.

IN EXTENT: 181.1414 HA

TOTAL EXTENT: 339.2294 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**.

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

2. **ACCEPTANCE AND CONFIRMATION**

- 2.1. The **PURCHASER's** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12:00 on 30 JULY 2026**.
- 2.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these conditions of sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER / ATTORNEY** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. **PURCHASE PRICE**

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

- 3.1 a deposit of **5 % (FIVE PERCENT)** of the Purchase Price shall be payable by the **PURCHASER** immediately upon the fall of the hammer to the **SELLER'S ATTORNEYS**, to be held in their trust account pending transfer.

In the event that the deposit is paid into a trust account nominated by the **AUCTIONEER**, the **PURCHASER** hereby irrevocably authorises and instructs the **AUCTIONEER** to pay or cause such deposit to be paid over to the **SELLER'S ATTORNEYS** upon written request from the **SELLER'S ATTORNEYS**, whereupon the **SELLER'S ATTORNEYS** shall hold the deposit in trust in accordance with the provisions of this Agreement.
- 3.2 The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** and/or the **SELLER's** attorney to invest amounts paid on account of the purchase price in an interest-bearing account, until registration of the **PROPERTY** into the name of the **PURCHASER**, after which the interest shall accrue to the **PURCHASER**.
- 3.3 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the **SELLER's** attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The aforesaid guarantee shall be presented to the **SELLER's** attorneys within 45 (forty-five) days from receipt of a written request to the effect from the **SELLER's** attorneys.

4. VALUE-ADDED TAX/TRANSFER DUTY

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

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

5. AUCTIONEER'S COMMISSION

- 5.1. Besides the purchase price, the **PURCHASER** is liable for payment of the **AUCTIONEER's** commission at a rate of **6 % (SIX PERCENT)** 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** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY** unless requested to do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.
- 12.2 The **PURCHASER** acknowledges that he has not been induced into entering into this agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto by the **AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this agreement.
- 12.3 The **PURCHASER** is aware of the specific information regarding the **PROPERTY** contained in Schedule 1 which was read out by the **AUCTIONEER** prior to the auction.

13. BREACH

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

14. LEGAL COSTS

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

15. ADDRESS / DOMICILIUM

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

16. **JOINT AND SEVERAL LIABILITY**

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

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

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

18. **EMPLOYMENT CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **COMPANY TO BE FORMED**

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

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

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

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

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

22. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

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

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

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

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

23. **ALIEN AND INVASIVE SPECIES REGULATIONS**

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

24. **MAGISTRATES' COURT JURISDICTION**

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

25. **INTERPRETATION**

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

26. **GENERAL CLAUSES**

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

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

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

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

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

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

ADDITIONAL CONDITIONS

Included in the sale: Table grape blocks, the citrus orchard, water rights and lease contracts of the cultivated fields, as well as the items set out in Schedules 3 & 4 attached hereto.

Excluded from the sale: Furniture in the flat, guesthouse, and Wendy house.

POPI ACT 4 OF 2013

The Seller/s and the Purchaser/s hereby give their consent to the estate agency/ies involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.
We hereby give permission to receive Future Real Estate Related Marketing from Home & Hectare:

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

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

_____ DAY OF _____ 20 _____

And sold by the rise for the amount of

R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

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

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____
(Email) _____
(Cell) _____

TO:

MR/MRS/MS _____

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

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (landline) _____
(Email) _____
(Cell) _____

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

SPOUSE'S NAME: _____

SPOUSE'S ID NO: _____

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

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

AS WITNESS:

1. _____

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

AS WITNESS:

1. _____

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

ACCEPTANCE AND CONFIRMATION

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

AS WITNESSES:

1.

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

SELLER'S ADDRESS:

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

AUCTIONEER

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

SCHEDULE 1

SPECIAL CONDITIONS

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

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

SIGNED AT _____ ON THE ____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AT _____ ON THE ____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

SELLER

SCHEDULE 2

Name	Job Description	Wage per week	Start Date
		Minimum wage	at Oak Glen
Jakobus Dumas	General Worker	1360,35	11.05.2017
Berend Baron	General Worker	1360,35	01.09.1998
Jan Johannes Owies	General Worker	1360,35	01.09.1998
Ernest Mostert	General Worker	1360,35	11.05.2017
Gert Fryster	General Worker	1360,35	09.10.2008
Isak Coetzee	General Worker	1360,35	11.05.2017
Andreas Jantjies	General Worker	1360,35	07.11.2019
Brandon Donovan Owies	General Worker	1360,35	01.01.2014
Magrieta Swarts	General Worker	1360,35	01.09.1998
Maria Owies	General Worker	1360,35	01.09.1998
Mina Goliath	General Worker	1360,35	13.09.2019
Elsa Le Fleur	General Worker	1360,35	20.11.2011
Annelene Traceyanne Mostert	General Worker	1360,35	30.08.2012
Beronique Estrolene Goliath	General Worker	1360,35	30.08.2012
Magrieta Magdalena Swarts	General Worker	1360,35	16.10.2014
Michelle Fredericks	General Worker	1360,35	05.07.2019
Petrieicia Klaase	General Worker	1360,35	13.09.2019
Marijka Tersia Vlok	General Worker	1360,35	03.11.2017
Martha Engelbrecht	General Worker	1360,35	03.11.2017

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AT _____ ON THIS ____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

SELLER

SCHEDULE 3

DESCRIPTION	PRICE
Sorting Tables	
UWE Scale	
Waste Bins	
Bizecba Scale	
UWE Scale (small)	
Subtotal	R 16,300.00
VAT (15%)	R 2,445.00
Total incl. VAT	R 18,745.00

SCHEDULE 4

DESCRIPTION	PRICE
LG Refrigerator (not working)	
Defy Stove	
Table with 5 Chairs	
Buffet	
Lounge Suite	
Coffee Table	
Round Table	
Imbuia Cabinet	
Candle Stand	
Chair	
White Round Table and 3 Chairs	
Blue Couch	
Coffee Table	
White Mirror Cabinet	
White Table and Chair	
Rattan Chair	
Bed	
Round Imbuia Table	
Wardrobe	
Single Bed	
Chair	
White Table	
Single Bed	
Oregon Desk	
Glass Top Table	
King Size Bed Set	
Mirror Cabinet	
Computer Table	
Printer	
Computer Table	
Printers	
Total	R 19,400.00

DEED OF SURETYSHIP

I / We the undersigned,

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under the 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

Welke eiendomme verenig is en bekend staan soos hierna vermeld;

Wol

VERBOND		MORTGAGED	
R 5 000 000 ,00			
B	000026682 / 2021		
22 SEP 2021		 REGISTRAR	

SO IS DIT DAT, ingevolge die bepalinge van genoemde Wet, ek, die REGISTRATEUR VAN AKTES te KAAPSTAD, hierby sertifiseer dat voornoemde

**OAK GLEN BOERDERY (EIENDOMS) BEPERK
NR. 1998/018201/07**

Hulle Opvolgers in Titel of Regsverkrygendes, die geregistreerde eienaar is van:

Gedeelte 11 van die Plaas Halfmans Hof nr 11, Afdeling Tulbagh, Provinsie Wes-Kaap ;

GROOT : 158,0880 (Een Honderd Agt en Vyftig komma Nul Ag Ag Nul) hektaar

Soos meer volledig sal blyk uit kaart LG no. 2039/2000.

ONDERHEWIG aan die volgende voorwaardes:

- I. Wat betref figuur ABCdcb a soos aangedui op kaart LG No. 2039/2000.
 - A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportaktes Nr. T 8385/1916.
- II. Wat betref die figuur abcdDEF middel van voor gHj middel van noordelike loop van Vier en Twintigriviere kLMN linkeroewer van Vier en Twintigriviere pQRSTUV uitsluitende figuur WXYZ soos aangedui op kaart LG Nr. 2039/2000.
 - A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte Nr. T 8385/1916.
 - B. **ONDERHEWIG*VERDER** aan die bepalinge van die endossement gedateer 19 Oktober 1964 aangebring op Verdelingstransportakte Nr. T 14404/1947, welke endossement soos volg lui :

SP

“Kragtens Not.Akte ged. 2/5/64 nr. 520/64 is die eiendom Para I hierin gehou nl. Die Restant van Halfmans Hof B, groot 234.4125 morge, onderhewig aan die reg om water te lei in ‘n pyp oor die serwituut gebied aangetoon op kaart 8621/1963 (geheg aan gesegde Not. Akte) waarop die blou lyn P.Y. die Suid-Westelike grens aantoon en 10vt. wyd is, vanaf die Vier en twintig Riviere ten gunste van die PlaasWatervliet, groot 343 Morge gehou onder Para 5 in transportakte nrs. 9390/38 en 6972/44 met bygaande regte soos meer volledig sal blyk uit gemelde Notariële Akte.”

(Welke suid-westelike grens van die serwituut waterpyplyn gebied 3,15m wyd ook aangedui word deur die lyn Rt op kaart nr 2039/2000).

- C. **ONDERHEWIG VERDER** aan die bepalings van die endossement gedateer 17 Maart 1977 aangebring op genoemde verdelingstransportakte nr. T 14404/47, welke endossement soos volg lui :

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

‘n Gedeelte van die eiendom hierin vermeld groot $\pm 1,5288$ ha. is onteien deur die Provinsiale Administrasie Kaap kragtens Art. 27 van Ord. 19 van 1976 Vide onteieningskennisgewing nr. R/D 17/2264 d.d. 10.2.76. geliasseer as onteienings caveat Ex 126/77 planne in tweevoud geliasseer hiermee.”

III. WAT BETREF die geheel van die eiendom.

ONDERHEWIG aan die voorwaarde opgelê en afdwingbaar deur die Minister van Landbou kragtens Artikel 4 van die Wet op Onderverdeling van Landbougrond 70 van 1970 onder Minister toestemming nr 32191 gedateer 8 Maart 2000, geliasseer by Transportakte nr T 71991 / 2000 waarkragtens die binnegemelde eiendom en Die Plaas Oak Glen nr 258 groot 181,1414 ha, behalwe vir die uitbreiding van bestaande verbande om die inkomende gedeelte in te sluit, nie afsonderlik met ‘n verband beswaar, afsonderlik oorgedra of op enige ander wyse afsonderlik mee gehandel mag word sonder die skriftelike toestemming van die Minister van Landbou nie.

EN DAT, kragtens hierdie Serifikaat, genoemde;

**OAK GLEN BOERDERY (EIENDOMS) BEPERK
NR. 1998/018201/07**

Hulle Opvolgers in Titel of Regsverkrygendes, tans en voortaan daartoe geregtig is ooreenkomstig plaaslike gebruik, maar behoudens die regte van die Staat.

TEN WYSE WAARVAN ek, die genoemde REGISTRATEUR, hierdie akte onderteken en dit met die ampseël bekragtig het.

ALDUS GEDOEN en GETEKEN op die kantoor van die REGISTRATEUR VAN AKTES, te KAAPSTAD, KAAP die GOEIE HOOP op die 28^{ste} dag van Augustus 2000.


REGISTRATEUR VAN AKTES

CR

VA000007259/2015

7-

T 7992/2000

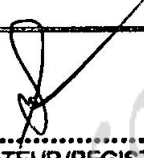
Certified a true copy of the duplicate original filed or record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No 68 (1)

Deeds Registry
Cape Town

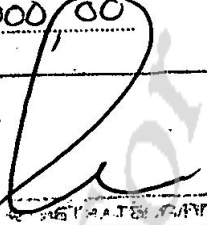
- 3 NOV 2015

Asst. Registrar of Deeds

WOP

VERBIND		MORTGAGED	
VIR FOR R 2 000 000.00			
B 000030910/2015		 REGISTRATEUR/REGISTRAR	
- 3 NOV 2015			

WOP

VERBIND		MORTGAGED	
VIR FOR R 13 00 000.00			
000027450/2017		 REGISTRATEUR/REGISTRAR	
B 18 OCT 2017			

WOP

VERBIND		MORTGAGED	
VIR FOR R 3 000 000.00			
B 000029091/2019		 REGISTRATEUR/REGISTRAR	
17 DEC 2019			

ARTIKEL 40/5/9 WET 47 VAN 1937 SECTION 40/5/9 ACT 47 OF 1937
VERBIND MORTGAGED
 B 1999 2 / 1999
 VIR 1 900 000,00
 BC 000047197 / 2000
 2000-08-28
 REGISTRATEUR/REGISTRAR

ARTIKEL 40/5/9 WET 47 VAN 1937 SECTION 40/5/9 ACT 47 OF 1937
VERBIND MORTGAGED
 B 1999 3 / 99
 VIR 500 000,00
 BC 000047198 / 2000
 2000-08-28
 REGISTRATEUR/REGISTRAR

000015143 / 2005
 GEKANSLEER
 CANCELLED
 REGISTRATEUR/REGISTRAR
 04 MAR 2005

ARTIKEL 40/5/9 WET 47 VAN 1937 SECTION 40/5/9 ACT 47 OF 1937
VERBIND MORTGAGED
 B 38564 / 99
 VIR 200 000,00
 BC 000047199 / 2000
 2000-08-28
 REGISTRATEUR/REGISTRAR

FOR PARTNER ENDORSEMENTS SEE
 VIR VERGERE ENDOSSERINGS SIEK

-6-

T 71992/2000

Condition III: insert transfer no.

GEWYSIG KRAKTERS ART. 4 (1) VAN WET 47 VAN 1937 OM TE LEES. ~~IN TERMS OF SECTION 4 (1) OF ACT 47 OF 1937 TO READ~~

T 71991/2000

13 DEC 2010

REGISTRATEUR/REGISTRAR

WOP

VERBIND MORTGAGED

VIR FOR R 600 000.00

B 036581/10

13 DEC 2010

REGISTRATEUR/REGISTRAR

W.O.P

VERBIND MORTGAGED

VIR FOR R 1 200 000.00

B 000018628/2012

11 JUL 2012

REGISTRATEUR/REGISTRAR

For further endorsements

PAGE 7

14

VAUGHAN ULYATE & GENOTE
Posbus 15072
VANDERSPUY VLAEBERG
CAPE TOWN 8018

OPGESTEL DEUR MY

Vermeulen
TRANSPORTBESORGER
VERMEULEN S.P.

SPRREG	R
DUTY	R
FOOI	340,00
FEE	R

PAGE 2

CERTIFKAAT VAN VERENIGDE TITEL UITGEREIK CERTIFICATE OF CONSOLIDATED TITLE ISSUED	
NOU BEKEND AS NOU KUNDE AS <i>GED. II. v/d Plaas</i> <i>Half mans Hof Nr 11. = 158 0880 HA</i>	
000071992 / 2000	<i>[Signature]</i> REGISTRATEUR/REGISTRAR
2000-08-28	

4/9 <i>[Signature]</i>

T 000071991 / 2000

TRANSPORTAKTE

HIERMEE WORD BEKEND GEMAAK

DAT SUSANNA PETRONELLA VERMEULEN

Transportbesorger voor my, Registrateur van Aktes in Kaapstad, verskyn het, behoorlik daartoe gemagtig deur 'n volmag geteken te PORTERVILLE op 31 MEI 2000 en aan haar verleen deur

FREDERICK SYBERT MOUTON
Identiteitsnommer : 430608 5020 08 6

en
CATHARINA WILHELMINA CHRISTINA MOUTON
Identiteitsnommer : 460309 0016 08 7
Getroud binne gemeenskap van goed met mekaar

OR PARTIAL ENDORSEMENTS SEE
OR VERDER ENDORSEMENTS SEE

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Para 1

Wol

VERBIND		MORTGAGED	
VIR FOR R 600 000,00			
36581/2010			
B 18628 / 2012		<i>[Signature]</i> REGISTRATEUR/REGISTRAR	
13 DEC 2010			

Para 1

W.D.P.

VERBIND		MORTGAGED	
VIR FOR R 1 200 000,00			
B 000018628 / 2012			
11 JUL 2012		<i>[Signature]</i> REGISTRATEUR/REGISTRAR	

Para 1

Wol

VERBIND		MORTGAGED	
VIR FOR R 2 000 000,00			
B 000030910 / 2015			
2015-11-03		<i>[Signature]</i> REGISTRATEUR/REGISTRAR	

Para 1

Wol

VERBIND		MORTGAGED	
VIR FOR R 1 300 000,00			
B 000027450 / 2017			
18 OCT 2017		<i>[Signature]</i> REGISTRATEUR/REGISTRAR	

THE SIGNATURE OF THE REGISTRAR

EN DIE KOMPARANT HET VERKLAAR dat haar Lasgewer op 1 April 1999 verkoop het en dat sy, die genoemde Komparant in haar hoedanigheid voormeld hiermee in volkome en vrye eiendom seeder en transporteer aan en ten gunste van

OAK GLEN BOERDERY (EIENDOMS) BEPERK
Nr. 1998/018201/07

Hulle Opvolgers in Titel of Regsverkrygendes

1. DIE PLAAS OAK GLEN NR. 258, AFDELING PIKETBERG, PROVINSIE WES-KAAP

GROOT: 181,1414 (EEN HONDERD EEN EN TAGTIG KOMMA EEN VIER EEN VIER) hektaar ;

EERSTE GEREГИSTREER kragtens Sertifikaat van Verenigde Titel nr T 4895/1980 met kaart nr. 621/79 daarby aangeheg en gehou kragtens Transportakte nr T 46320/1994.

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte nr T 6618 gedateer 18 Augustus 1899.
- B. **ONDERHEWIG VERDER** aan die voorwaarde opgelê en afdwingbaar deur die Minister van Landbou kragtens Artikel 4 van die Wet op Onderverdeling van Landbougrond 70 van 1970 onder Minister toestemming nr 32191 gedateer 8 Maart 2000, waarkragtens die binne gemelde eiendom en Gedeelte 11 van die Plaas Halfmans Hof nr 11 groot 158,0880 ha wat gelyktydig hiermee geskep word, behalwe vir die uitbreiding van bestaande verbande om die inkomende gedeelte in te sluit, nie afsonderlik met verbande beswaar, afsonderlik oorgedra of op enige ander wyse afsonderlik mee gehandel mag word sonder die skriftelike toestemming van die Minister van Landbou nie.

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Para 1

W.O.P.

VERBOD MORTGAGED	
R 3000 000,00	
B 000029091 / 2019	 REGISTRAR
17 DEC 2019	

Para 1

W.O.P.

VERBOD MORTGAGED	
R 5000 000,00	
B 000026682 / 2021	 REGISTRAR
22 SEP 2021	

2. GEDEELTE 10 VAN DIE PLAAS HALFMANS HOF NR ,11 IN, DIE AFDELING TULBAGH, PROVINSIE WES-KAAP ;

GROOT : 86,9448 (SES EN TAGTIG KOMMA NEGE VIER VIER AGT)
Hektaar

EERSTE GEREgistREER en steeds gehou kragtens Transportakte nr. T 46320/94 met kaart S G nr 702/94 wat daarop betrekking het.

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte nr T 8385/1916.

Die Komparant doen dus hiermee afstand van al die regte, aanspraak en titel wat die genoemde TRANSPORTGEWER voorheen op genoemde eiendom gehad het en gevolglik ook erken dat die TRANSPORTGEWER geheel en al van die besit daarvan onthef en nie meer daarop geregtig is nie; en dat, kragtens hierdie Akte genoemde TRANSPORTNEMER hulle Erfgename, Eksekuteurs, Administrateurs of Regsverkrygendes tans en voortaan daarop geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat, en ten slotte verklaar dat die koopprys R320 000,00 (DRIE HONDERD EN TWINTIG DUISEND RAND) bedra.

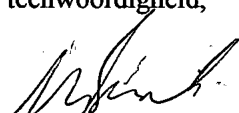
TEN BEWYSE waarvan ek, die genoemde Registrateur van Aktes, tesame met die Komparant, q.q., hierdie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN en verly op die Kantoer van die Registrateur van Aktes, te Kaapstad, Provinsie van die Kaap die Goeie Hoop
op die 28^{ste} dag van Augustus 2000.



q.q. sy Prinsipaal

In my teenwoordigheid,


**REGISTRATEUR VAN
AKTES**

