HOME & HECTARE REAL ESTATE
At Home with Trust.

ONLINE AUCTION RULES AND CONDITIONS OF SALE (AGRICULTURAL LAND / GOING CONCERN)

after signing by the PURCHASER and **SELLER**, a purchase agreement will be set

ONLINE AUCTION PLATFORM: https://veewinkel.co.za/

DATE OF ONLINE AUCTION: FRIDAY 02 OCTOBER 2026

OPENING / CLOSING TIME: Bidding starts @ 08:00 and closes @ 13:00

HOME AND HECTARE (PTY) LTD

duly instructed by

REGISTERED OWNER: JOSEPH HERMAN KROUKAMP
IDENTIFICATION NO: 6503305042183
(the "**SELLER**")

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

TITLE DEED DESCRIPTION: RE OF FARM 95 JAGERS KRAAL, PORTION 0, LAINGSBURG RD, WESTERN CAPE PROVINCE

IN EXTENT: 1262.7047 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**

The online auction is conducted through the platform identified above and must be read together with the **ONLINE AUCTION RULES** published for the auction. If there is a conflict, these Conditions of Sale govern the sale of the **PROPERTY**, while the **ONLINE AUCTION RULES** govern the technical bidding process, subject always to applicable law.

Each registered bidder is responsible for maintaining the confidentiality and security of its login credentials and for all bids submitted through its registered account, unless the bidder proves unauthorised use and notifies the **AUCTIONEER** without delay.
A bid is regarded as received only when it is recorded by the online auction platform. A bidder is responsible for its own device, software, data connection and internet access. A technical failure experienced by a bidder does not invalidate a bid already recorded or oblige the **AUCTIONEER** to suspend the auction.

The **AUCTIONEER** may suspend, reopen or extend the online auction if the platform experiences a material technical failure or if this is reasonably required to preserve a fair auction process. Any such decision and revised closing time will be communicated on the platform or by another reasonable electronic method.

Any automatic extension or staggered closing functionality stated in the **ONLINE AUCTION RULES** or displayed on the platform forms part of the auction procedure. Bidding closes only when the platform records that bidding has closed and any applicable extension period has expired.

1.1. The rules of this online 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 in the online auction must register his or her identity on the bidder's record before placing any bid and prior to the commencement of the online 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 registers or participates in the online 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 online auction shall open and close on the dates and times advertised or published on the online auction platform. The platform clock shall govern the opening and closing of bidding, subject to any extension or amendment announced in accordance with the online auction rules.

1.6. The bidders' roll and vendor roll will be available for registered **BUYERS** for inspection with written notice and good reason during the normal office hours at the business premises of the **AUCTIONEER**.

1.7. All money due to the **SELLER** in terms of the rules of auction and conditions of the auction will be paid in the **SELLER's** lawyers trust account for the benefit of the **SELLER**, or alternatively into a nominated **AUCTIONEER's** trust account.

1.8. The **AUCTIONEER** will disclose on the online auction platform or in the published auction information 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 before or during the online auction publish or otherwise communicate 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 these rules of auction together with the applicable online auction rules and must not bid unless he or she has done so. By registering and placing a bid on the online auction platform, the prospective PURCHASER acknowledges that the rules have been read, understood and accepted.

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 bidders, including a dispute concerning the timing, sequence, validity or recording of an online bid, the decision of the **AUCTIONEER** shall be final and binding, subject to applicable law.

1.15. The **AUCTIONEER** shall be entitled to correct any error made by the **AUCTIONEER** or reflected on the online auction platform and to reopen or extend bidding where reasonably necessary, subject to applicable law and the published online auction rules.

1.16. No bid may be withdrawn after it has been recorded on the online auction platform or after the close of bidding 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 upon request after the close of bidding or acceptance of the bid, as applicable.

2. <u>ACCEPTANCE AND CONFIRMATION</u>

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 **9 OCTOBER 2026.**

2.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these conditions of sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.

2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER / ATTORNEY** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.

2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. **PURCHASE PRICE**

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

3.1 a deposit of **5 % (FIVE PERCENT)** of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately upon the close of bidding and notification by the **AUCTIONEER**, which amount the **PURCHASER** hereby authorises and instructs the **AUCTIONEER** to pay over to the **SELLER**'s attorneys In the case were a deposit is paid into a nominated trust account of the **AUCTIONEER**, the **PURCHASER** authorise herewith the **AUCTIONEER** to give command that the deposit amount is to be paid over to the **SELLER**'s attorneys on request by the **SELLER**'S attorneys.

3.2 The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** and/or the **SELLER's** attorney to invest amounts paid on account of the purchase price in an interest-bearing account, until registration of the **PROPERTY** into the name of the **PURCHASER**, after which the interest shall accrue to the **PURCHASER**.

3.3 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the **SELLER's** attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The aforesaid guarantee shall be presented to the **SELLERS's** attorneys within 45 (fourty 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 upon the close of bidding and notification by the **AUCTIONEER**, but this amount shall remain the **PROPERTY** of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** or the **SELLER**'s attorneys for the benefit of the **PURCHASER** pending acceptance by the **SELLER** of the **PURCHASER'**s offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period as set out in clause 2.1.

5.4. Where the **SELLER** accepts the offer of the **PURCHASER,** the **PURCHASER** authorizes the **AUCTIONEER** and/or the **SELLER's** attorney to immediately pay over the commission earned plus VAT, to the **AUCTIONEER** from the trust account.

5.5. Should the **SELLER** or **PURCHASER** fail to meet their commitments under this agreement, the **AUCTIONEER** shall be entitled to recover such commission from the party responsible for breach of contract. It is hereby recorded that should this sale be cancelled by mutual agreement, the **AUCTIONEER** shall be entitled to the commission under this agreement which shall be jointly and severally payable by the **SELLER** and the **PURCHASER**.

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

6. **OCCUPATION, POSSESSION AND RISK**

6.1. Occupation, possession and risk shall pass to the **PURCHASER** on date of registration of the **PROPERTY** in the name of the **PURCHASER**.

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

6.3. In the case of occupation prior to registration all risks in respect of the **PROPERTY**, buildings and improvement, shall pass to the **PURCHASER**.

6.4. From the date of occupation, the **PURCHASER** shall be obliged, at his own expense, to take out comprehensive insurance cover over all improvements on the **PROPERTY** and to cede such policy to the **SELLER** as collateral security until such time as the **PROPERTY** has been transferred into his name.

7. **RATES AND TAXES**

7.1. The **SELLER** shall be liable for all rates and taxes and other municipal charges levied on the **PROPERTY** for the period prior to date of possession and the **PURCHASER** shall be liable for all rates and taxes and other municipal charges levied thereafter.

7.2. The **PURCHASER** shall refund to the **SELLER** a *pro rata* share of all rates and taxes and services paid in advance by the **SELLER** for the period after the date of possession, which refund shall be paid upon registration of transfer.

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

8.1. The **SELLER**, **AUCTIONEER** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the purchase price from the **SELLER**, if he is a non- resident and pay such withheld portion to the South African Revenue Service in terms of Section 35A 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 registraton of transfer to withhold teh 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 bse 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**, nothwithstanding 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 soos 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. **<u>EXISTING LEASE AGREEMENTS</u>**

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 his 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. **<u>REPAIRS AND IMPROVEMENTS</u>**

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. ***<u>VOETSTOOTS, EXTENT AND REPRESENTATIONS</u>***

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 I under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** not the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY** unless requested do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.

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

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

13. **<u>BREACH</u>**

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

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

14. **LEGAL COSTS**

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

15. **ADDRESS / *DOMICILIUM***

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

16. **JOINT AND SEVERAL LIABILITY**

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

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

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

18. **EMPLOYMENT CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **COMPANY TO BE FORMED**

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

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

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

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

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

22. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

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

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

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

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

23. **ALIEN AND INVASIVE SPECIES REGULATIONS**

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

24. **MAGISTRATES' COURT JURISDICTION**

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

25. **INTERPRETATION**

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

26. **GENERAL CLAUSES**

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

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

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

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

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

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

ADDITIONAL CONDITIONS

____

____

____

____

POPI ACT 4 OF 2013

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

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

SELLER	**YES**	**NO**	**INITIAL:**
PURCHASER	**YES**	**NO**	**INITIAL:**

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

____________ DAY OF ____ 20 ________

And sold to the highest accepted online bid 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 solidium*)

AS WITNESS:

1. _____________________________

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

ACCEPTANCE AND CONFIRMATION

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

AS WITNESSES:

1. ________________________________

____
SELLER (and where applicable the
SELLER is duly authorised)

2. ________________________________

SELLER'S ADDRESS:

____

____

____

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

____
AUCTIONEER

AUCTIONEER FULL NAME/S: ____

ADDRESS: ____

CONTACTNUMBER: ____

SCHEDULE 1

SPECIAL CONDITIONS

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

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

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

AS WITNESSES:

1. ________________________________

2. ________________________________ ________________________________
PURCHASER

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

AS WITNESSES:

1. ________________________________

2. ________________________________ ________________________________
SELLER

SCHEDULE 2

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

SIGNED AT ______________________________ ON THIS _____ DAY OF _____________________________ 20___

AS WITNESSES:

1. ____________________________________

2. ____________________________________ ______________________________

PURCHASER

SIGNED AT ______________________________ ON THIS _____ DAY OF _____________________________ 20___

AS WITNESSES:

1. ____________________________________

2. ____________________________________ ______________________________

SELLER

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 aforegoing 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