



Upcoming Auction in
Van Rhynsdorp...

WEB REF: RL5480 | POA

WWW.HOMEANDHECTARE.COM

Upcoming Auction in *Van Rhynsdorp*..

WEB REF: RL5480 | POA

Auction Date:	Wednesday 17 July 2024 at 11H00
Viewing:	By Appointment
Venue:	Farm Witwater, Van Rhynsdorp
Website:	Click here
Auctioneer:	Appie Maritz

HOME & HECTARE
REAL ESTATE SPECIALISTS

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

WWW.HOMEANDHECTARE.COM



MEMBER OF THE BKB GROUP

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

Property for Sale in *Van Rhynsdorp*...

VAN RHYNSDORP FARM ON AUCTION – 527 HA

Beautiful lifestyle farm with panoramic views on the Maskam mountain.

The farm has two portions but is on offer as one unit.

5 Ha lucerne under irrigation; 340 Ha veld grazing; 170 Ha arable dry land; 10 Ha potential for irrigable land.

The non-perennial Troe Troe River runs through the farm offering good grazing. 2 x Bore holes and a dam supplies water.

Well-built 3 bedroomed house, 2 bathrooms; open plan kitchen/lounge and kitchen with pantry and scullery. Garage; sheds; stores; outbuildings and labourers houses.

This is a great opportunity for the lifestyle farmer to escape from the city to be free and to enjoy mother nature at its best.

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LIST OF ASSETS

KOCH FAMILY TRUST

Tip trailer (green)

Water trailer

2 x Lucerne trailers

Small trailer (single axle)

Welger baler AP 58

Bale cart

Spray pump

1972 John Deere 3120

1974 John Deere 2130

Valley Pivot (overhead pipes must be replaced)

Vicon spreader PS 403

Drostsky hammer mill PC 24 (overhauled in 2020)

Konskilde plough

Konskilde ghrop

Ripper



Tree-Tree

Maskamsig Public Cemetery

R27

Property Description in *Van Rhynsdorp*...

WEB REF: RL5480 | POA

Registered Owner:	TRUSTEES AT THE TIME OF THE KOCH FAMILIE TRUST
Registration Number:	IT 3259/2004
Titel Deed Description:	1. REMAINDER OF THE FARM DROOGE RIVIER NO 243, VAN RHYNSDORP, WESTERN CAPE PROVINCE.
Extent:	255,0096 HA
	2. REMAINDER OF PTN 9 OF THE FARM TROE TROE NO 259, VAN RHYNSDORP, WESTERN CAPE PROVINCE.
Extent:	272,4443 HA

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

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Get in touch...

WEB REF: RL5480 | POA

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An English version is available following.

PO Box 168
Vanrhynsdorp
8170

Geagte Meneer / Mevrou / Mejuffrou

C0780000000025900009: VOORLOPIGE BEVINDINGS TOV DIE BEPALING VAN BESTAANDE WETTIGE WATERGEBRUIK VAN DIE EIENDOM BINNE DIE BERG-OLIFANTS WATERBESTUURSGBIED IN TERME VAN ARTIKEL 35 VAN DIE NASIONALE WATERWET, 1998 (WET 36 VAN 1998)

'n Aansoek vir die validasie en verifikasie van watergebruik vir bogenoemde eiendom is ontvang en en ge-eëvalueer. Die voorlopige bevindings vir die volume en wettigheid van die watergebruik(e) is bepaal en word in die tabelle hieronder aangedui.

Die voorlopige bevindings is ten opsigte van die volgende eiendom:

Tabel 1: Eiendomsbeskrywing

Farm Name <i>Plaasnaam</i>	Registration Division <i>Registrasie Afdeling</i>	Farm Number <i>Plaasnommer</i>	Portion Number <i>Gedeelte</i>	Property Extent (ha) <i>Eiendom Grootte (ha)</i>
Troe Troe	Vanrhynsdorp	259	9	271.2
Property Owner <i>Eienaar van Eiendom</i>	Name of Owner <i>Naam van Eienaar</i>	ID/Business registration number <i>ID/ Besigheids-registrasienommer</i>	Title Deed Number <i>Titelakte Nommer</i>	
	JN Koch	4408195033080	T50051/1980	
Registered Water User <i>Geregistreeerde Watergebruiker</i>	Name of Water User <i>Naam van Watergebruiker</i>	ID/Business registration number <i>ID/ Besigheids-registrasienommer</i>	Departmental Register Number <i>Departementele Registrasie Nommer</i>	
	JN Koch	4408195033080	22089400	

Die bestaande wettige watergebruik (BWW) word afsonderlik uitgebeeld in terme van Artikels 33 en 35 van die Nasionale Waterwet, 1998 (Wet No 36 van 1998) (NWW):

- Artikel 33 dek die watergebruik soos geadministreer deur 'n besproeiingsraad of Watergebruikersvereniging, wat as 'n BWW verklaar is.
- Artikel 35 dek ander watergebruike wat mag voorkom soos aangedui onder Artikel 35 van die NWW.

Tabel 2: Voorlopige bevindings vir wettige watergebruik ingevolge Artikel 33 van die NWW

Type of water use <i>Watergebruik Tipe</i>	Irrigation Board / Water User Association name <i>Naam van Besproeiingsraad / Watergebruikersvereniging</i>	Scheduled Area (ha) <i>Ingelyste Area (ha)</i>	Volume (m3/annum) <i>Volume (m3/jaar)</i>
Taking of water for irrigation purposes <i>Neem van water vir landboudoeleindes</i>			
Taking of water for non-irrigation purposes <i>Plaasnaam</i>			

Tabel 3: Voorlopige bevindings vir wettige watergebruik ingevolge Artikel 35 van die NWW

Taking of water for irrigation purposes <i>Neem van water vir landboudoeleindes</i>		Taking of water for non-irrigation purposes <i>Neem van water vir ander doeleindes</i>	
Volume (m3/annum) <i>Volume (m3/jaar)</i>	Source <i>Bron</i>	Volume (m3/annum) <i>Volume (m3/jaar)</i>	Source <i>Bron</i>
0	Surface Water	0	Surface Water
59640	Groundwater	0	Groundwater

Tabel 4: Voorlopige bevindings vir wettige watergebruik ingevolge Artikel 35 van die NWW vir die stoor van water en stroomvloeivermindering aktiwiteit

Storing of water <i>Stoor van Water</i>		Stream Flow Reduction Activity (Afforestation) <i>Stroomvloeivermindering Aktiwiteit</i>	
Volume (m3/annum) <i>Volume (m3/jaar)</i>	River/Stream <i>Rivier/Stroom</i>	Area (ha) <i>Area (ha)</i>	Volume (m3/annum) <i>Volume (m3/jaar)</i>

Die volgende aanhangsels word ingesluit met besonderhede ten opsigte van die metodes wat gebruik is om bogenoemde waardes te bepaal:

Aanhangsel A – Tabele wat watergebruik tydens die kwalifikasieperiode aandui

Die tabelle dui op die verdeling van die vasgestelde watergebruik gedurende die Kwalifiserende Tydperk. Dit beteken die twee jaar tydperk voor die implementering van die Nasionale Waterwet en is soos volg:

- **1 Oktober 1996 tot 30 September 1998 vir grondwater, bv. water uit boorgate;**
- **1 Oktober 1997 tot 30 September 1999 vir oppervlakwater, bv. water van damme of riviere**

Annexure B – Kaart wat watergebruik tydens die kwalifiserende tydperk toon

Die kaart illustreer die omvang van besproeiing gedurende die Kwalifiserende Tydperk.

Indien u nie met die bostaande waardes saamstem nie, verskaf asseblief 'n skriftelike versoë per e-pos aan Annemie Mynhardt na objections@aurecongroup.com of faks na 086 663 1343 binne 14 dae na ontvangs van hierdie brief. Merk asseblief die waardes en / of figure in Aanhangsels A en/of B om duidelik aan te toon met watter waardes u nie saamstem nie. Ondersteunende motivering moet verskaf word. Terugvoer sal nie oorweeg word indien dit nie in hierdie formaat verskaf word nie.

As geen versoë ontvang word nie, sal u 'n brief van DWS ontvang wat u wettige watergebruik bevestig. Die waardes sal soortgelyk wees aan die waardes hierbo.

Let asseblief op dat die watergebruikwaardes wat in hierdie brief aangedui word, nie 'n reg op watergebruik is nie.

Die uwe



Ashia Petersen

**Waarnemende hoof uitvoerende beampte: Berg-Olifants Proto-CMA
DEPARTEMENT VAN WATER EN SANITASIE**

Datum: 2017-08-08



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

PO Box 168
Vanrhynsdorp
8170

Dear Sir / Madam test

C078000000002590009: PRELIMINARY FINDINGS FROM THE DETERMINATION OF THE EXISTING LAWFUL WATER USE ON PROPERTIES WITHIN THE BERG-OLIFANTS WATER MANAGEMENT AREA BEING UNDER TAKEN IN TERMS OF SECTION 35 OF THE NATIONAL WATER ACT, 1998 (ACT 36 OF 1998)

An application for the validation and verification of water use has been received and assessed for the above-mentioned property. The preliminary findings for the extent and lawfulness of the water use(s) have been determined and are indicated in the tables below.

The preliminary findings are in respect of the following property:

Table 1: Property Description

Farm Name <i>Plaasnaam</i>	Registration Division <i>Registrasie Afdeling</i>	Farm Number <i>Plaasnommer</i>	Portion Number <i>Gedeelte</i>	Property Extent (ha) <i>Eiendom Grootte (ha)</i>
Troe Troe	Vanrhynsdorp	259	9	271.2
Property Owner <i>Eienaar van Eiendom</i>	Name of Owner <i>Naam van Eienaar</i>	ID/Business registration number <i>ID/ Besigheids-registrasienommer</i>	Title Deed Number <i>Titelakte Nommer</i>	
	JN Koch	4408195033080	T50051/1980	
Registered Water User <i>Geregistreerde Watergebruiker</i>	Name of Water User <i>Naam van Watergebruiker</i>	ID/Business registration number <i>ID/ Besigheids-registrasienommer</i>	Departmental Register Number <i>Departementele Registrasie Nommer</i>	
	JN Koch	4408195033080	22089400	

The Existing Lawful Water Use (ELU) is depicted separately in terms of Sections 33 and 35 of the National Water Act, 1998 (Act No 36 of 1998) (NWA):

- Section 33 covers the extent of water use as administered by an Irrigation Board or Water User Association, that has been declared as an ELU.
- Section 35 covers other water uses that may occur or are indicated under Section 35 of the NWA.

Table 2: Preliminary findings for lawful water use in terms of Section 33 of the NWA

Type of water use <i>Watergebruik Tipe</i>	Irrigation Board / Water User Association name <i>Naam van Besproeiingsraad / Watergebruikersvereniging</i>	Scheduled Area (ha) <i>Ingelyste Area (ha)</i>	Volume (m3/annum) <i>Volume (m3/jaar)</i>
Taking of water for irrigation purposes <i>Neem van water vir landboudoeleindes</i>			
Taking of water for non-irrigation purposes <i>Plaasnaam</i>			

Table 3: Preliminary findings for lawful water use in terms of Section 35 of the NWA for taking of water

Taking of water for irrigation purposes <i>Neem van water vir landboudoeleindes</i>		Taking of water for non-irrigation purposes <i>Neem van water vir ander doeleindes</i>	
Volume (m3/annum) <i>Volume (m3/jaar)</i>	Source <i>Bron</i>	Volume (m3/annum) <i>Volume (m3/jaar)</i>	Source <i>Bron</i>
0	Surface Water	0	Surface Water
59640	Groundwater	0	Groundwater

Table 4: Preliminary findings for lawful water use in terms of Section 35 of the NWA for storing of water and stream flow reduction activities

Storing of water <i>Stoor van Water</i>		Stream Flow Reduction Activity (Afforestation) <i>Stroomvloeivermindering Aktiwiteit</i>	
Volume (m3/annum) <i>Volume (m3/jaar)</i>	River/Stream <i>Rivier/Stroom</i>	Area (ha) <i>Area (ha)</i>	Volume (m3/annum) <i>Volume (m3/jaar)</i>

The following annexures are included which shows the detail of how the values stated above were determined:

Annexure A – Tables depicting water use during the Qualifying Period

The tables indicate the breakdown of determined water use during the Qualifying Period, which is the two year period before implementation of the National Water Act as follows:

- **1 October 1996 to 30 September 1998 for groundwater, e.g. water from boreholes;**
- **1 October 1997 to 30 September 1999 for surface water, e.g. water from dams or rivers**

Annexure B – Figure showing water use during the Qualifying Period

The figure illustrates the extent of irrigation during the Qualifying Period.

If you do **not** agree with the values above please provide a written response to Annemie Mynhardt via e-mail to objections@aurecongroup.com or fax to 086 663 1343 within 14 days of receipt of this letter. Please mark up the values and/or figure in Annexures A and B to indicate clearly which values you do not agree with and provide supporting motivation. Feedback will not be considered if not provided in this format.

If no response is received you will receive a letter from DWS confirming your legal water use to be the values shown above.

Please note the water use values indicated in this letter are not an entitlement to water use.

Yours faithfully



Ashia Petersen
Acting CEO: Berg-Olifants Proto-CMA
DEPARTMENT OF WATER AND SANITATION

Date: 2017-08-08

ANNEXURE A: TABLES DEPICTING WATER USE DURING THE QUALIFYING PERIOD
AANHANGSEL A: TABELLE VAN WATERGEBRUIK TYDENS DIE KWALIFISERENDE PERIODE

Note: Table numbers correspond with those in the initial application letter

Let wel: Tabel nommers stem ooreen met dié in die aanvanklike aansoekbrief

4.1 Abstraction
Ontrekking van water
4.1.1 Taking of water for irrigation
Besproeiing vir Landboudoeleindes

Field number on map <i>Veldnommer op kaart</i>	Irrigated <i>Besproei</i>	Crop type * <i>Gewas tipe *</i>	Area (ha) <i>Oppervlakte (ha)</i>	Rotation factor (%) <i>Rotasiefaktor (%)</i>	Water use rate (m ³ /ha/year) <i>Watergebruik per eenheid (m³/ha/jaar)</i>	Volume (m ³ /year) <i>Volume (m³/jaar)</i>
C1		0	53.13			
C2		0	22.90			
C3		0	17.31			
C4		0	85.72			
C5	✓	0	1.18	100	21 000	24 780
C6	✓	0	1.66	100	21 000	34 860
Total irrigated (m³/year) <i>Totale besproeiing (m³/jaar)</i>						59 640

4.1.2 Taking of water for other purposes
Neem van water vir ander doeleindes as besproeiing
4.1.2.1 Feedlots
Voerkrale

Animal type <i>Tipe diere</i>	Number of animals <i>Aantal diere</i>	Water use rate (m ³ /ha/year) <i>Watergebruik per eenheid (m³/ha/jaar)</i>	Total Volume (m ³ /year) <i>Totale Volume (m³/jaar)</i>
Total <i>Totaal</i>			

4.1.2.2 Domestic water use
Huishoudelike watergebruik

Number of households <i>Aantal huishoudings</i>	Water use rate (m ³ /ha/year) <i>Watergebruik per eenheid (m³/ha/jaar)</i>	Total Volume (m ³ /year) <i>Totale Volume (m³/jaar)</i>
Total <i>Totaal</i>		

4.1.2.3 Industrial water use

Gebruik vir nywerhede

Type of industry <i>Tipe nywerheid</i>	Details of water use <i>Besonderhede van watergebruik</i>	Total Volume (m ³ /year) <i>Totale Volume (m³/jaar)</i>
Total <i>Totaal</i>		

4.1.3 Water Sources

Waterbronne

Sector <i>Sektor</i>	Annual volume actually used (m ³ /year) <i>Jaarlikse volume eintlik gebruik (m³/jaar)</i>			Total <i>Totaal</i>	Notes <i>Notas</i>
	Surface water <i>Oppervlak water</i>	Groundwater * <i>Grondwater *</i>	Irrigation Board <i>Besproeiingsraad</i>		
Agricultural irrigation <i>Landboubesproeiing</i>	0	59640	0	59640	Total 4.1.1 <i>Totaal 4.1.1</i>
Feedlots <i>Voerkraal</i>	0	0		0	Total 4.1.2.1 <i>Totaal 4.1.2.1</i>
Domestic water use <i>Huishoudelike watergebruik</i>	0	0		0	Total 4.1.2.2 <i>Totaal 4.1.2.2</i>
Industrial water use <i>Gebruik vir nywerhede</i>	0	0		0	Total 4.1.2.3 <i>Totaal 4.1.2.3</i>

Summary <i>Opsomming</i>	
Total Scheduled Irrigation Board (from LBO list) <i>Totaal Besproeiingsraadtoekenning (van LBO lys af)</i>	0 m ³
Total Irrigation Board volume used <i>Totaal Besproeiingsraadtoekenning eintlik gebruik</i>	0 m ³
Total other sources volume used <i>Totaal ander waterbronne gebruik</i>	59640 m ³
Total volume used <i>Totaal volume gebruik</i>	59640 m ³

4.2 Storage

Opgaring

Map reference number <i>Veld nommer op kaart</i>	Area (ha) <i>Oppervlakte (ha)</i>	Method for determining volume <i>Metode vir volume bepaling</i>	Maximum wall height (m) <i>Maksimum walhoogte (m)</i>	Average water depth at full supply level (m) <i>Gemiddelde water diepte volvoorraadvlak (m³)</i>	Crest length of wall (m) <i>Kruin lengte van muur (m)</i>	Volume (m ³) <i>Volume (m³)</i>
Total <i>Totaal</i>						

4.3 Stream Flow Reduction Activity**Stroomvloeivermindering Aktiwiteit**


Field number on map <i>Veld nommer op kaart</i>	Type of trees in plantation <i>Tipe bome in plantasie</i>	Plantation area (ha) <i>Plantasie oppervlakte (ha)</i>	Water use rate (m³/ha/year) <i>Watergebruik per eenheid (m³/ha/jaar)</i>	Volume (m³) <i>Volume (m³)</i>
Total <i>Totaal</i>				

5 ELU Summary**BWW Opsomming****Existing Lawful Use**

Taking of water	Surface Water	Ground Water	Irrigation Board	Total
Agricultural irrigation	0	59640	0	59640
Non Irrigation:				
Feedlots	0	0	0	0
Domestic water use	0	0	0	0
Industrial water use	0	0	0	0
Total Taking of water	0	59640	0	59640
Storage of water				




Legend

 Cadastre

1

STBB
1st Floor, Titanium House
19 Gardner Williams Avenue
Paardevlei
Somerset West
7130
Docex 15, Somerset West

Prepared by me,

CONVEYANCER
HEIN CONRAD NAUSCHUTZ
LPC NUMBER 93485

Value	1680 000,00	Gift Ref: 2023 R. 1200,00
Reason for		Exempt i.t.o
Section		Act

DATA / CAPTURE
26-04-2021
LITHA VIVOMADAMA

T 000019303 / 2021

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

Daniël Frederik Els (LPC M 74258)

appeared before me, Registrar of Deeds, at CAPE TOWN, the said Appearer, being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at VAN RHYNSDORP on 8 JULY 2020 and granted to him/her by

THE EXECUTRIX IN ESTATE LATE JOHANNES NEL KOCH

ESTATE NUMBER 018753/2017

DATA / VERIFY
29-04-2021
ATHI DAMOYI

STBB

AND the said Appearer declared that:-

WHEREAS JOHANNES NEL KOCH who died **testate** on 23 JULY 2017 is the registered owner of the hereinafter mentioned property;

AND WHEREAS the said late **JOHANNES NEL KOCH** bequeathed the hereinafter mentioned property to **THE TRUSTEES FOR THE TIME BEING OF KOCH FAMILIETRUST** in terms of his Last Will and Testament dated 28 MARCH 2007 AT WITWATER;

NOW THEREFORE the said Appearer, in his/her capacity aforesaid, did, by virtue these presents, cede and transfer to and on behalf of:-

**The Trustees for the time being of the
KOCH FAMILIETRUST
Registration Number IT3259/2004**

its successors in office or assigns in full and free property

1. REMAINDER OF FARM DROOGE RIVIER NO 243
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 255,0096 (TWO HUNDRED AND FIFTY FIVE COMMA ZERO ZERO NINE SIX) HECTARES

FIRST TRANSFERRED BY DEED OF GRANT (CLANWILLIAM QUITRENTS VOLUME 6 NO. 30) DATED 15 DECEMBER 1843 WITH DIAGRAM ANNEXED THERETO AND HELD BY DEED OF TRANSFER NO T50051/1980

- A. SUBJECT to the conditions referred to in Deed of Transfer No. 6189 dated 21 August 1931.

B.

C.

A

- 2. REMAINDER PORTION 9 OF THE FARM TROE TROE NO 259
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 272,4443 (TWO HUNDRED AND SEVENTY TWO COMMA FOUR FOUR FOUR THREE) HECTARES

FIRST TRANSFERRED BY DEED OF TRANSFER NO T1802/1895 DATED 10 APRIL 1895 WITH DIAGRAM ANNEXED THERETO AND HELD BY DEED OF TRANSFER NO T50051/1980.

- A. SUBJECT to the conditions referred to in Deed of Transfer No. 6189 dated 21 August 1931.
- B.
- C.

For Information Only

WHEREFORE the said Appearer, renouncing all the right, title and interest which the said

Estate Late JOHANNES NEL KOCH

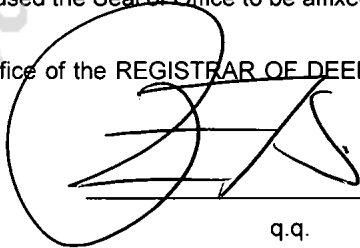
heretofore had to the premises, did in consequence also acknowledge the Estate to be entirely dispossessed of, and disentitled to the same; and that by virtue of these presents, the said

KOCH FAMILIETRUST

its successors in office or assigns now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging the value of the property to be **R1,680,000.00 (ONE MILLION SIX HUNDRED AND EIGHTY THOUSAND RAND).**


IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the **REGISTRAR OF DEEDS** at **CAPE TOWN** on **22 APR 2021**



q.q.

In my presence:

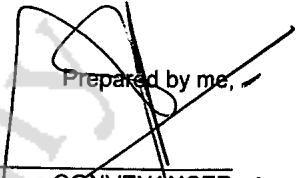


REGISTRAR OF DEEDS



11

STBB
1st Floor, Titanium House
19 Gardner Williams Avenue
Paardevel
Somerset West
7130
Docex 15, Somerset West

Prepared by me,

CONVEYANCER
~~LAIKIN KROUKAMP~~
HEIN CONRAD NAUSCHUTZ
LPC NUMBER 93485

POWER OF ATTORNEY TO TRANSFER

LS-7

I, the undersigned
ANITA LOUISE KOCH
In my capacity as Executrix in estate late **JOHANNES NEL KOCH**
acting in terms of Letters of Executorship
NUMBER 018753/2017
issued by the Master of the High Court of South Africa (Western Cape High Court, Cape Town) on 24 NOVEMBER 2017

JH
10/11

do hereby nominate and appoint:-

ALLAN WHITE and/or ANNA ELIZABETH COETSEE and/or ANNEMARIE VAN VUUREN and/or BELINDA KATE LEWIS and/or BERNICE SOPHIA MOSTERT and/or BEVERLEY-ANN LOUISE I'ONS-RAEBURN and/or CHARNÉ SYMINGTON and/or CHLOE DIPPENAAR and/or CORLENE MOSTERT and/or DANIEL FREDERIK ELS and/or DARREN ELROY BRANDER and/or ELENE GROENEWALD and/or FREDERIK VAN WYK JOOSTE and/or GHISLAINE GRACE BARENS and/or HANLIE FERREIRA and/or HEIN CONRAD NAUSCHUTZ and/or HEIN DYSSEL and/or JAMES EDOUARD PHILLIPSON and/or JUNÉL HICKMAN and/or LAMEES DANIELS and/or LAUREN SULLIVAN and/or LEONÉ MAREE STEENKAMP and/or LIEZL SOLOMON and/or LISA MACE and/or LIZELLE FOUCHE and/or LUTHFEYA CASSIM and/or MARLIZE SWART and/or MARYKE CARINE HENNIG and/or MARYNA BOTHA and/or MELANIE COETZEE and/or MOEGSIENA ISHMAIL and/or NICOLE SHANNON MENTOOR and/or NICOLE SONJE STEVENS and/or PETER JAMES ARNOT and/or PHUMZILE PRECIOUS MLOTSHWA and/or REFQAH FATAAR HO-YEE and/or RIËTTE BORNMAN and/or ROSHANA SOLOMON and/or SARAH NORDIEN and/or TASHREEQ JAFFAR and/or THABISILE CYLVIA DLAMINI-SMIT and/or TIAAN ESTERHUYSE and/or ZENARIAH MARTIN

with power of substitution, to be my true and lawful Attorney(s) and Agent(s), to appear at the Office of the Registrar of Deeds at CAPE TOWN and then and there act and deed to declare that:

WHEREAS JOHANNES NEL KOCH Identity Number 440819 5033 08 0 who died testate on 23 JULY 2017 is the registered owner of the hereinafter mentioned property;

AND WHEREAS the said late JOHANNES NEL KOCH bequeathed the hereinafter mentioned property to THE TRUSTEES FOR THE TIME BEING OF KOCH FAMILIETRUST in terms of the Last Will and Testament dated 28 MARCH 2007 AT WITWATER

JH
10/11

STBB

JH
10/11

NOW THEREFORE I hereby authorise and empower my said Attorney(s) and Agent(s) to pass transfer to:-

The trustees for the time being of the KOCH FAMILIETRUST
Registration Number IT3259/2004

The property described as:-

- 1. REMAINDER OF THE FARM 243-DROOGE RIVIER No 243
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE
- IN EXTENT: 255,0096 (TWO HUNDRED AND FIFTY FIVE COMMA ZERO ZERO NINE SIX) HECTARES

HELD by Deed of Transfer Number T50051/1980

- 2. REMAINDER PORTION 9 OF THE FARM TROE TROE NO. 259
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 272,4443 (TWO HUNDRED AND SEVENTY TWO COMMA FOUR FOUR FOUR THREE) HECTARES

HELD by Deed of Transfer Number T50051/1980

And acknowledging the value of the property to be the sum of R1,680,000.00 (ONE MILLION SIX HUNDRED AND EIGHTY THOUSAND RAND)

And further cede and transfer the said property in full and free property to the said transferees, to renounce all the right, title and interest which the Estate heretofore had in and to the said property, to promise to free and warrant the said property, and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents, and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes as I might or could do if personally present and acting herein; hereby ratifying, allowing and confirming all and whatsoever my attorney and agent shall lawfully do or cause to be done in the premises by virtue of these presents.

EXECUTED AT VANRHYNSDORP on 8 ^{July} June 2020 in the presence of the undersigned witnesses

As Witnesses

1. _____
 2. _____
 Executor - AL KOCH

STBB



**SERTIFIKAAT INGEVOLGE ARTIKEL 118 VAN DIE WET OP
PLAASLIKE REGERING
MUNISIPALE STELSLS, 2000 (WET NO. 32 VAN 2000)
(SOOS VOORGESKRYF INGEVOLGE ARTIKEL 120 VAN WET NO. 32 VAN 2000)**

Ingevolge artikel 118 van die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet No. 32 van 2000) word hiermee gesertifiseer dat alle bedrae wat verskuldig geraak het aan Matzikama Munisipaliteit in verband met die ondervermelde eiendom wat binne daardie Munisipaliteit geleë is, vir munisipale dienstegeelde, bobelasting op gelde, eiendomsbelasting en ander munisipale belastings, heffings en aksyns gedurende die twee jaar wat die datum van aansoek om hierdie sertifikaat voorafgaan, ten volle betaal is.

BESKRYWING VAN EIENDOM

ERF :
GEDEELTE : 1. RESTANT 243 VAN DIE PLAAS DROOGE RIVIER
2. RESTANT 259 GEDEELTE 9 VAN DIE PLAAS TROE TROE

UITBREIDING :
SONERING :
VOORSTAD :
DORP :

GROOTTE : 1. 255,0096 HEKTAAR
2. 272,4443 HEKTAAR

KOOPSOM :
DATUM VAN VERKOOP :

GEREGISTREERDE EIENAAR : JOHANNES NEL KOCH
440819 5033 080

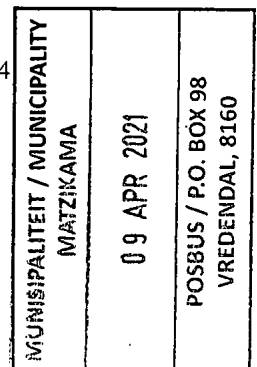
TRANSPORTNEMER : KOCH FAMILIETRUST
REGISTRASIE NO. IT3259/2004

ADRES : POSBUS 905
VREDENDAL
8160

HIERDIE SERTIFIKAAT IS GELDIG TOT : 8 MEI 2021

Gegee onder my hand te VREDENDAL, OP HEDE 9 APRIL 2021


MUNISIPALE BESTUURDER



29/6/08

11

W408193033080

18753/17

28/3/2007 My Laaste Wil (Testament)

Hiermee herroep ek alle vorige testamente van my. As sekuteer van my boedel stel ek my eggenote en kinders Pieter, Albie, Juanita en Johan aan om 'n geskikte persoon te benoem om as sodanige beredder op te tree.

My laaste wil is om my plaas Witwater en Woarstel te Somerset-Wes alles in 'n trust te sit sodat hulle almal trustees kan wees. My eggenoot sal voorsitter wees van die trust. Na haar moet die oudste kind dan oornemen as voorsitter van die trust.

Alle noverende goed op die plaas kan per publieke veiling verkoopt word indien niemand van die kinders verder wil boer is. My besittings moet alles gelyk op verdeel word tussen my kinders. Solank my eggenote egte mag bene hly sy in beheer van my boedel. Geken te Witwater.

Koch

Invalid. Does not comply with sec 2(1)(a)(ii) of the Wills Act 7 of 1953, as amended

TESTAMENT AANGENEEM EN GEREGISTREER
WILL ACCEPTED AND REGISTERED
MEESTER VAN DIE HOOGGEREGSHOF
MASTER OF THE HIGH COURT
KAAPSTAD/CAPE TOWN
14/11/2007

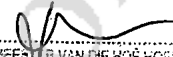
In terms of Court order

TESTAMENT AANGENEEM EN GEREGISTREER
WILL ACCEPTED AND REGISTERED
MEESTER VAN DIE HOOGGEREGSHOF
MASTER OF THE HIGH COURT
KAAPSTAD/CAPE TOWN
15/16/18

For Information Only

GERTIFIKAAT/CERTIFICATE

GESERTIFISEER AS 'N FOTOSTAATAFDruk VAN 'N
 DOKUMENT WAT IN DIE KANTOOR BEWAAR WORD.
 CERTIFIED AS A PHOTOSTAT COPY OF A DOCUMENT
 FILED IN THIS OFFICE.



MEESTER VAN DIE HOË HOF / MASTER OF THE HIGH COURT
 MEESTER VAN DIE KANTOOR KAAPSTAD / MASTERS OFFICE CAPE TOWN

MASTER OF THE WESTERN CAPE HIGH COURT

CAPE TOWN

2020 -08- 21

WILLS CLERK 3

MEESTER VAN DIE WES KAAP HOË HOF

2

IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

Before the Honourable Mr Acting Justice Hack

Held at: Cape Town on this the 20th day of April 2018

Case No: 5784/2018

In the matter between:



ALBERT CORNELIS KOCH	First Applicant
ALBERT CORNELIS KOCH N.O.	Second Applicant
PIETER JAN BENJAMIN KOCH	Third Applicant
PIETER JAN BENJAMIN KOCH N.O.	Fourth Applicant
JUANITA SCHULTZ	Fifth Applicant
JUANITA SCHULTZ N.O.	Sixth Applicant
JOHANNES NEL KOCH	Seventh Applicant
JOHANNES NEL KOCH N.O.	Eighth Applicant
ANITA-LOUISE KOCH	Ninth Applicant
ANITA-LOUISE KOCH N.O.	Tenth Applicant
MACHIEL DU TOIT DE VILLIERS N.O.	Eleventh Applicant
And MASTER OF THE HIGH COURT, CAPE TOWN	Respondent

~~DRAFT ORDER~~

After having read the papers filed of record and hearing counsel for the Applicants, it is order that:

1. The Master of the High Court is to accept the document attached hereto marked "NOM1" for purposes of the Administration of Estates Act, 1965 (as amended), as a will, in terms of Section 2(3) of the Wills Act 7 of 1953. ✓

2. No order as to costs

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA WESTERN CAPE DIVISION, CAPE TOWN		
By Order of Court Private Sec: X0020, Cape Town 8000		
	2018-04-23	
Court Registrar		
GRIFFIER VAN DIE HOOGGEREGSHOF SUID-AFRIKA, WES-KAAP AFDELING, KAAPSTAD		

Assheton-Smith Inc
2nd Floor
Sedgwick House
24 Bloem Street
CAPE TOWN

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**CERTIFICATE IN TERMS OF SECTION 42(1) OF THE
ADMINISTRATION OF ESTATES ACT 66 OF 1965**

I, the undersigned, **HEIN DYSEL**
LPCM NUMBER 85402

a duly admitted Conveyancer, do hereby certify with regard to transfer of the following property, namely:

1. REMAINDER OF FARM 243 DROOGE RIVIER
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 255,0096 (TWO HUNDRED AND FIFTY FIVE COMMA
ZERO ZERO NINE SIX) HECTARES

HELD by Deed of Transfer Number T50051/1980

2. REMAINDER PORTION 9 OF THE FARM TROE TROE NO 259
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 272,4443 (TWO HUNDRED AND SEVENTY TWO COMMA
FOUR FOUR FOUR THREE) HECTARES

HELD by Deed of Transfer Number T50051/1980

from

**ESTATE LATE JOHANNES NEL KOCH ESTATE NUMBER 018753/2017
Number 018753/2017**

to

**KOCH FAMILIETRUST
Registration Number IT3259/2004**

that the Liquidation and Distribution Account in the abovementioned Estate has lain for inspection and that no objection thereto has been received and that the transfer is in terms of the Account.

SIGNED at

on this

13

day of

April

2021

Hein Dysel

13 day of April 2021

[Signature]

CONVEYANCER

HEIN DYSEL
LPCM NUMBER 85402

STBB

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CONVEYANCER CERTIFICATE

I, the undersigned

Hein Dyssel HEIN DYSEL
LPCM NUMBER 85402

Conveyancer practising at SOMERSET WEST

The following properties mentioned in the deed of transfer are the same as referred to in the Last Will and Testament of the deceased

1. REMAINDER OF FARM 243 DROOGE RIVIER
IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 255,0096 (TWO HUNDRED AND FIFTY FIVE COMMA
ZERO ZERO NINE SIX) HECTARES

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IN THE CEDERBERG MUNICIPALITY
VANRHYNSDORP DIVISION
WESTERN CAPE PROVINCE

IN EXTENT: 272,4443 (TWO HUNDRED AND SEVENTY TWO COMMA
FOUR FOUR FOUR THREE) HECTARES

HELD by Deed of Transfer Number T50051/1980

SIGNED AT SOMERSET WEST ON 13/4/ 2021


CONVEYANCER

HEIN DYSEL
LPCM NUMBER 85402

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

PLACE OF AUCTION: THE FARM WITWARM, VAN RHYNSDORP
DATE OF AUCTION: WEDNESDAY 17 JULY 2024
TIME OF AUCTION: 11H00

HOME AND HECTARE (PTY) LTD

Represented by: APPIE MARITZ
(the "AUCTIONEER")

duly instructed by

TRUSTEES AT THE TIME OF THE KOCH FAMILIE TRUST
ID / Reg No: IT 3259/2004
(the "SELLER")

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

TITLE DEED DESCRIPTION:

1. REMAINDER OF THE FARM DROOGE RIVIER NO 243, IN THE CEDERBERG MUNICIPALITY, DIVISION VAN RHYNSDORP, WESTERN CAPE PROVINCE.

EXTENT: 255,0096 HA

2. REMAINDER OF PORTION 9 OF THE FARM TROE TROE NO. 259 IN THE CEDERBERG MMUNICIPALITY, DIVISION VAN RHYNSDORP, WESTERN CAPE PROVINCE.

EXTENT: 272,4443 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 to enable any member or group of the public to partake in the auction.
- 1.6. The bidders' roll and vendor roll will be available for registered **BUYERS** for inspection with written notice and good reason during the normal office hours at the business premises of the **AUCTIONEER**.
- 1.7. All money due to the **SELLER** in terms of the rules of auction and conditions of the auction will be paid in the **SELLER's** lawyers trust account for the benefit of the **SELLER**, or alternatively into a nominated **AUCTIONEER's** trust account.
- 1.8. The **AUCTIONEER** will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of the **PROPERTY** by the **SELLER**.
- 1.9. Should the **AUCTIONEER** become aware of any error on advertising material or any other publication or amendment to these rules of auction, the **AUCTIONEER** will prior to the auction point out such matters and when necessary, amend such errors in the advertisement or publication.
- 1.10. The total cost of advertising and conducting the auction are set out in the seller's mandate.
- 1.11. Every prospective purchaser must read the rules of auction and must not bid unless he or she has done so. Should a prospective purchaser that is registered bid at the auction it would be assumed that the purchaser has read the rules of auction.
- 1.12. Every bid shall constitute an offer to purchase the **PROPERTY** for the amount bid upon the terms and conditions contained herein, which the **SELLER** or the **AUCTIONEER** may accept or reject in their absolute discretion. The **SELLER** shall be entitled, in its absolute discretion, to withdraw the **PROPERTY** from sale prior to acceptance by the **SELLER**.
- 1.13. If no bid equals or exceeds the reserve price, the **PROPERTY** may be withdrawn from the auction. The **SELLER** shall be entitled to instruct the **AUCTIONEER** to accept any lower bid.
- 1.14. In the event of any dispute arising between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
- 1.15. The **AUCTIONEER** shall be entitled to correct any errors made by him.
- 1.16. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for the rules of auction, during which time the offer shall be open for acceptance by the **SELLER** or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.17. The highest bidder (the "**PURCHASER**") shall sign the Conditions of Sale immediately on the fall of the hammer.

2. **ACCEPTANCE AND CONFIRMATION**

- 2.1. The **PURCHASER's** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12H00 on 24 JULY 2024**.
- 2.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these conditions of sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

3. **PURCHASE PRICE**

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

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

Banking Details: HOME AND HECTARE TRUST ACCOUNT; ABSA - Branch Code: 632 005; Account No: 290180899

- 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 rowwkoop or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER’S** consent. The parties specifically agree that the **AUCTIONEER** shall be entitled, but not obliged, to immediately resubmit the **PROPERTY** for auction; and
 - 13.1.1.2 If the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER’S** default; **OR**
 - 13.1.2 To claim immediate performance and/or payment of all the defaulting party’s obligations in terms hereof.
- 13.2 Upon cancellation of this agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER’S** title or by his permission. Occupation shall be re-delivered to the **SELLER** in the same good condition as at the date of possession, by the **PURCHASER**.
- 13.3 Occupancy of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

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

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

14. **LEGAL COSTS**

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

15. **ADDRESS / DOMICILIUM**

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

16. **JOINT AND SEVERAL LIABILITY**

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

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

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

18. **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 to disclose the contents of this clause 18 to the employees that will 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 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

The seller and his immediate family retains the right to visit the graveyard located on the farm. However, all visits must be arranged in advance with the current owner of the property. This arrangement must be made to ensure mutual convenience and respect for the property.

POPI ACT 4 OF 2013

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

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

SELLER	YES	NO	INITIAL:
PURCHASER	YES	NO	INITIAL:

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

_____ DAY OF _____ 20 _____

And sold by the rise for the amount of

R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

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

TO:

MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

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

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

SPOUSE'S NAME: _____

SPOUSE'S ID NO: _____

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

SIGNED AT _____ ON THE _____ DAY OF _____ 20_____

AS WITNESS:

1. _____

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

LIST OF ASSETS

Tip trailer (green)

Water trailer

2 x Lucerne trailers

Small trailer (single axle)

Welger baler AP 58

Bale cart

Spray pump

1972 John Deere 3120

1974 John Deere 2130

Valley Pivot (overhead pipes must be replaced)

Vicon spreader PS 403

Drostsky hammer mill PC 24 (overhauled in 2020)

Konskilde plough

Konskilde ghrop

Ripper

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