UBIQUE *Afslaers Auctioneers* *(PTY) LTD*

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LOT 2

VERKOOPSVOORWAARDES
CONDITIONS OF SALE

Behoorlik daartoe gemagtig deur:
Duly instructed thereto by

WILLEM ABRAHAM NEL
IDENTITY NUMBER: 580322 5080 08 6

herein represented by
THEODOR WILHELM VAN DEN HEEVER, SIMON MATELESHE SEIMA
& DEBORAH LYNN KHAN
c/o D&T TRUST
in their capacities as appointed trustees,
Master's reference: T0379/2022

(Hierna genoem die "VERKOPER")
(Hereinafter referred to as the "SELLER")

verkoop ons hiermee die eiendomme bekend as, as 'n eenheid:
We will sell the properties described as, as a unit:

BESKRYWING/*DESCRIPTION:*

a. ***PORTION 1 OF THE FARM THE BRAKFONTEIN SETTLEMENT 268 REGISTRATION DIVISION IS, MPUMALANGA PROVINCE:***

   Measuring: 88.8866 hectares

b. ***PORTION 5 OF THE FARM THE BRAKFONTEIN SETTLEMENT 268 REGISTRATION DIVISION IS, MPUMALANGA PROVINCE:***

   Measuring: 128.4798 hectares

c. ***PORTION 28 OF THE FARM THE BRAKFONTEIN SETTLEMENT 268 REGISTRATION DIVISION IS, MPUMALANGA PROVINCE:***

   Measuring: 141.8546 hectares

d. ***PORTION 34 OF THE FARM THE BRAKFONTEIN SETTLEMENT 268 REGISTRATION DIVISION IS, MPUMALANGA PROVINCE:***

   Measuring: 39.5932 hectares

Al FOUR properties Held by Deed of Transfer Nr T 18203/2014

Bondholder: FIRSTRAND BANK LIMITED

As well as the 3 pivots

(hierna genoem die EIENDOM)
(hereinafter referred to as the PROPERTY)

Hierdie verkoping is onderhewig aan die volgende voorwaardes:
This sale is subject to the following terms and conditions:

1.

1.1. Die eiendom word verkoop aan die hoogste aanvaarbare bieër onderhewig aan die bekragtiging daarvan deur die VERKOPER welke bekragtiging sonder die opgaaf van redes gegee of geweier sal word binne **14 (VEERTIEN) dae** vanaf datum van verkoping.

The PROPERTY will be sold to the highest accepted bidder subject to confirmation by the SELLER, which confirmation or refusal will be given without furnishing any reasons, within ***14 (FOURTEEN) days*** *from date of the sale.*

1.2. Indien daar voor datum van bekragtiging 'n hoër aanbod ontvang word, moet dit deur bemiddeling van die afslaer onder dieselfde voorwaardes en terme geskied met die voorbehoud dat die oorspronklike koper, die reg sal hê om 'n gelykwaardige aanbod te maak, wat voorrang oor die ander hoër aanbod sal geniet.

In the event of a higher offer being received before the date of confirmation it will be dealt with by the auctioneer on the same terms and conditions with the exception that the original PURCHASER will have the right to equal the offer which will have preference over the higher offer that was made.

1.3. Die eiendom sal te koop aangebied en deur bod verkoop word en in die geval van 'n geskil omtrent enige bod, hetsy die bod al toegeslaan is aldan nie, sal die eiendom in die absolute diskresie van die afslaer, opnuut opgeveil en verkoop word.

The PROPERTY will be sold by way of bidding, in the event of there being a dispute regarding any bid, irrespective whether the bid has been knocked down, the PROPERTY will again be put up for auction in the sole discretion of the auctioneer.

1.4. 'n Bod eenmaal gemaak kan nie teruggetrek word nie, tensy die afslaer 'n wesenlike fout begaan het wat dadelik by ontdekking herstel sal word.

Once a bid has been made it cannot be withdrawn unless a mistake has been made by the auctioneer, which on discovery will be rectified immediately.

1.5. Die VERKOPER behou die reg voor om enige bod te weier.

The SELLER reserves the right to refuse any bid.

2.

VOORWAARDES VAN BETALING:

***CONDITIONS OF PAYMENT*:**

2.1. 'n Kontant deposito van **10% (TIEN PERSENT**) van die volle koopprys by ondertekening van hierdie verkoopsvoorwaardes en betaalbaar aan die afslaer.

*A cash deposit of **10% (TEN PERCENT)** of the purchase price upon signature hereof and payable to the auctioneer.*

2.2 Die deposito sal nie deur die oordragprokureurs aangewend ter betaling van transportkostes, BTW of hereregte nie en sal aangewend word as gedeeltelike betaling van die koopprys van die eiendom.

The Conveyancing attorneys shall not apply any money of the said deposit for administration fees, transfer costs or transfer duty, but shall be applied as part of the selling price.

2.3 By die val van die hamer sal die KOPER die afslaer se kommissie bereken teen **5% (VYF PERSENT)** op die koopprys sowel as Belasting op Toegevoegde Waarde betaal.

*At the fall of the hammer the PURCHASER will pay the auctioneer's commission together with VAT thereon calculated at the rate of **5% (FIVE PERCENT)** on the purchase price.*

2.4 Die balans by registrasie van transport van die eiendom in die naam van die KOPER waarvoor die KOPER verplig sal wees om 'n Bank waarborg aanvaarbaar vir die VERKOPER, binne **30 (DERTIG) dae** na bekragtiging van die koop aan die VERKOPER of sy genomineerde te verskaf vir die volle balans van die koopprys.

*The balance upon registration of transfer of the PROPERTY in the name of the PURCHASER for which the PURCHASER will be obliged to furnish a bank guarantee, acceptable to the SELLER, within **30 (THIRTY) days** after confirmation of the sale, which guarantee will be payable to the SELLER or his nominee for the full balance of the purchase price.*

3.

Die KOPER betaal die transportkostes insluitende BTW daarop, asook HEREREGTE op die koopprys of BTW (wat van toepassing mag wees) aan die transportprokureurs op aanvraag en transport sal aan die KOPER gegee word binne 'n redelike tydperk na betaling van die kostes en voldoening aan Klousule 2 hiervan.

The PURCHASER will also pay transfer costs, including VAT thereon, VAT or Transfer Duty (whichever is applicable) on the purchase price, to the attorneys effecting transfer on demand and transfer of the PROPERTY will be given to the PURCHASER within a reasonable period after payment of the costs and compliance with Clause 2 hereof.

4.

Sodra die KOPER die volle koopprys gewaarborg het en die transport kostes betaal het soos in klousule 3 hiervan vermeld, sal die eiendom op die naam van die KOPER getransporteer word. Sodanige transport sal waargeneem word deur die transportprokureurs benoem deur die VERKOPER.

As soon as the PURCHASER has guaranteed the full purchase price and paid all the costs and disbursements as mentioned above, the PROPERTY will be transferred into the name of the PURCHASER which transfer will be effected by the attorneys nominated by the SELLER.

5.

5.1 Indien die KOPER sou versuim om enige van die voorwaardes in terme van hierdie ooreenkoms na te kom en steeds in versuim bly 7 (sewe) dae nadat hy skriftelik deur middel van geregistreerde pos of per faksimilee versoek is om sodanige versuim reg te stel sal die VERKOPER geregtig wees, en sonder benadeling van enige ander remedies deur wetgewing beskikbaar gestel, om:

5.1.1 onmiddellike betaling van enige verskuldigde bedrag vanaf die KOPER te eis; en /of

5.1.2 die volle uitstaande balans van die koopprys en rente betaalbaar daarop van die KOPER daarop te verhaal; en/of

5.1.3 hierdie ooreenkoms sonder enige verdere kennisgewing te kanselleer, en in geval van sodanige kansellasie sal alle bedrae deur KOPER betaal as "Rouwkoop" verbeur en die KOPER magtig hierby enige derde party wat enige fondse ten opsigte van hiedie transaksie beheer om sodanige fondse aan die VERKOPER en aan die AFSLAER te betaal, soos van toepassing, en/of

5.1.4 hierdie ooreenkoms summier te kanselleer en om enige skadevergoeding van die KOPER te verhaal, welke skadevergoeding sal insluit maar nie beperk sal wees nie tot die koste en uitgawes van advertering en verkoping van die eiendom aan 'n derde party.

5.1 In the event of the PURCHASER being in breach of any of the terms or conditions contained herein, and remain in default for 7 (seven) days after dispatch of a written notice by registered post or by facsimile requiring him to remedy such breach, the SELLER shall be entitled to, and without prejudice to any other rights available at law:

5.1.1 claim immediate payment of any amount due by the PURCHASER; and/or

5.1.2 declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or

5.1.3 cancel the agreement without any further notice, and retain all amounts paid by the PURCHASER as "Rouwkoop" and the PURCHASER hereby authorises any third party holding such monies to pay the same to the SELLER and to the AUCTIONEER, as applicable, and/or

5.1.4 terminate this agreement and claim damages from the PURCHASER, which damages shall include, but not be limited to, the costs and expenses of advertising and selling the PROPERTY to a third party.

6.

Die eiendom word **"voetstoots"** verkoop soos dit vandag staan en soos beskryf in die bestaande Titelakte daarvan en onderworpe aan alle geregistreerde serwitute en die voorwaardes daarin gemeld en daarin na verwys. Die KOPER erken dat geen waarborge of voorstellings hetsy deur middel van advertensies of anders aan hom gegee of gemaak is ten opsigte van die eiendom nie, dat hy die eiendom besigtig het en daarmee tevrede is en dat hierdie ooreenkoms die uitsluitlike en volledige ooreenkoms tussen die partye is. Die VERKOPER sal nie aanspreeklik wees vir enige gebrek in die eiendom wat gevind mag word, hetsy verborge, opsigtelik of andersins nie. Nog die VERKOPER, nog die KOPER sal in enige opsig aanspreeklik wees indien by 'n latere opmeting gevind word dat die grootte van die eiendom verskil van die grootte aangegee.

The PROPERTY is sold "voetstoots" as it stands today and as described in the existing Title Deed thereof and subject to all the registered servitudes and conditions therein mentioned or referred to. The PURCHASER acknowledges that no warranties or representations were made to him with regard to the PROPERTY neither by means of advertisements or otherwise, that he has inspected the PROPERTY, is satisfied therewith and that this agreement constitutes the only comprehensive agreement between the parties. The SELLER will not be held liable for any defects, latent, visible or otherwise. Neither the SELLER nor the PURCHASER will be responsible should it later transpire that the extent of the PROPERTY differs from the extent given.

7.

7.1 Besit en okkupasie van die eiendom sal deur die VERKOPER aan die KOPER gegee word op datum van **registrasie van transport van die eiendom in die naam van die koper**, vanaf welke datum die risiko van wins en verlies op hom sal oorgaan en vanaf welke datum hy aanspreeklik sal wees vir alle belasting en heffings wat ten opsigte van die eiendom betaalbaar is, en indien sodanige belastings en heffings reeds betaal was, sal die KOPER verplig wees om daardie gedeelte daarvan aan die VERKOPER terug te betaal.

*Possession and occupation of the PROPERTY will be given to the PURCHASER **on date of registration of transfer** in the name of the PURCHASER, from which date the risk of profit and loss will be for his account and from which date he will be responsible for all rates and duties payable in respect of the property and if such rates and duties have been prepaid he will be obliged to refund that portion to the SELLER.*

7.2 Die VERKOPER kan nie vakante okkupasie van die eiendom waarborg nie.
The SELLER cannot guarantee vacant occupation of the property.

7.3 *Die eiendom word verkoop VRY van die huurkontrakte. Die aanbod word gemaak onderhewig daaraan dat die kurators regtens gemagtig is om die huurkontrakte te kan kanselleer. Indien die kurators van mening is dat die huurkontrakte nie regtens gekanselleer kan word nie, sal die aanbod nie aanvaar word nie en sal die aanbod van nul en gener waarde wees.*

The property is sold FREE of the leases. This offer is made provided that the Trustees are in a position to validly cancel the leases. If the Trustees conclude that the leases may not be validly cancelled, the offer will not be accepted and will be null and void.

7.4 *Die VERKOPER kan nie die beskikbaarheid van waterregte of gebruike waarborg nie.*

The SELLER cannot guarantee the availability of water rights or uses.

8.

Die VERKOPER of die afslaer is nie verplig om die bakens of grense van die eiendom aan te wys nie.

Neither the SELLER nor the auctioneer is obliged to point out the beacons or borders of the PROPERTY.

9.

Die partye hiertoe is gebonde aan die voorwaardes van hierdie ooreenkoms hangende bekragtiging deur die VERKOPER.

The parties hereto are bound to the terms of this agreement pending confirmation by the SELLER.

10.

Die KOPER sal onmiddellik na die verkoping hierdie voorwaardes van verkoop onderteken en indien hy as verteenwoordiger gekoop het sal hy die naam van sy prinsipaal en sy bevoegdheid openbaar. Indien die prinsipaal nie opgerig word, of nie die optrede van die ondertekenaar met die nakoming van hierdie ooreenkoms goedkeur, of bekragtig nie of nie sy verpligtinge in terme van hierdie ooreenkoms ten volle nakom nie, sal die ondertekenaar van hierdie ooreenkoms persoonlik aanspreeklik wees vir die uitvoering en nakoming van alle verpligtinge in terme van hierdie ooreenkoms.

The PURCHASER will immediately after the sale, sign these Conditions of Sale and if he bought as representative he will make known his principals, credentials and authority. In the event of the PURCHASER not being constituted or not ratifying or confirming the PURCHASER'S acts in so far as this agreement is concerned, or not complying with its obligations in terms of this agreement, then and in that event the signatory to this agreement will be personally liable for the due compliance and fulfillment of all the obligations imposed in terms of this agreement.

11.

Die KOPER sal sorg dra dat hy op eie koste in besit is van 'n Sertifikaat van Nakoming in terme van Regulasie 3(1) en (3) van die Elektriese Installasieregulasies R2920 van 1992 uitgevaardig in terme van die Wet op masjinerie en Beroepsveiligheid, Wet 85 van 1993. Indien dit sou blyk dat daar vir die uitreiking van die Sertifikaat van Nakoming, herstelwerk aan elektriese installasies gedoen moet word, sal sodanige herstelwerk vir die rekening van die KOPER wees.

The PURCHASER acknowledges that he has undertaken to obtain at his own expense the necessary Electrical Certificate of Compliance by an accredited person as provided for in Government Regulation Nr 2920 of 1992. Should any repairs be required to comply with the act, the cost of such repairs will be for account of the PURCHASER.

12.

Die partye stem toe tot die jurisdiksie van die Landdroshof vir die distrik wat jurisdiksie kan uitoefen ingevolge Wet 32 van 1944, soos gewysig, ten opsigte van enige skuldoorsaak voortspruitend uit hierdie ooreenkoms.

The parties agree to the jurisdiction of the Magistrate's Court for the district which may have jurisdiction in terms of Act 32 of 1944, as amended, in respect of any claim which might arise from this agreement.

13.

13.1 Die EIENDOM word verder verkoop onderhewig aan die bepalings van die Wet op die Herstel van Grondregte Nr 22 van 1994 (soos gewysig) en alhoewel die VERKOPER nie bewus is van enige eise in die verband nie, waarborg hy nie dat eise nie ingestel is of mag word nie, en aanvaar die KOPER alle risiko in die verband.

The PROPERTY is sold subject to the Restitution of Land Rights Act No 22 of 1994 (as amended) and although the SELLER is not aware of any claims relating to the PROPERTY, he does not warrant that any claims might be instituted and the PURCHASER accepts the risk of any possible claims.

13.2 Die KOPER erken verder dat hy kennis dra van die bepalings van die Wet op die Uitbreiding van Sekerheid van Verblyfreg Nr 62 van 1997 en die feitelike situasie t.a.v. werknemers wat op die EIENDOM bly, en bewus is dat die bepalings van die genoemde Wet hom as regsopvolger bind sodat die EIENDOM onderhewig daaraan verkoop word.

The PURCHASER acknowledges that he is aware of the stipulations of the Extension of Security of Tenure Act 62 of 1997 and the physical situation regarding employees

that live on the PROPERTY. The PURCHASER acknowledges that the abovementioned Act provides that he as PURCHASER accepts the liability imposed by the Act and that the PROPERTY is sold to him subject to this condition.

14.

Indien die eiendom verkeerd omskryf is, sal sodanige fout nie bindend op die partye wees nie, maar die beskrywing in die VERKOPER se Titelakte sal geld en die partye kom hiermee ooreen tot die regstelling van die ooreenkoms om ooreen te stem met die bedoeling van die partye.

In the event of the PROPERTY being incorrectly described, then such fault will not be binding on the parties but the description in the SELLER'S Title Deed will prevail and the parties agree to the rectification of this agreement to agree with the intention of the parties.

15.

Die verkoping is onderhewig aan die goedkeuring /aanvaarding daarvan die Meester van die Hooggeregshof / Verkoper / Verbandhouer.

The sale is subject to the approval / acceptance thereof by the Master of the High Court / Seller/ Bondholder.

16.

Geen wysiging van die ooreenkoms sal geldig wees nie, tensy dit skriftelik gedoen is en deur beide partye onderteken is.

No amendment to this agreement will be valid unless it is reduced to writing and signed by both parties.

VERKOOP te ________________ op die ___________dag van ________________**2024.**

SOLD at on this the day of 2024.

VIR DIE BEDRAG VAN/*FOR THE AMOUNT OF:* ***R***______________________________

(____

RAND) Plus BTW (indien van toepassing) / Plus VAT (if applicable)____________________

NAAM/*NAME:*____

IDENTITEITSNOMMER/MPYNR/BK NR/TRUST NR:

IDENTITY NO/COMPANY/CC NO/TRUST NO _________________________________

ONGETROUD / GETROUD BINNE/BUITE GEMEENSKAP VAN GOEDERE MET:

UNMARRIED / MARRIED IN/OUT OF COMMUNITY OF PROPERTY TO:

____

IDENTITEITSNOMMER/ *IDENTITY NO:*______________________________________

(hierna genoem die "KOPER")

(hereinafter referred to as "THE PURCHASER")

ADRES/*ADDRESS:*____

____

TELEFOON NR –

TELEPHONE NUMBERS **HUIS**/*HOME:*_______________________________________

WERK/*WORK:*______________________________________

SELFOON/*CELL PHONE:*______________________________

FAKS/*FAX:*____

E-POS/E-MAIL:_____________________________________

Die KOPER verbind homself/haarself hiermee vir die nakoming van voorafgaande verkoopsvoorwaardes waarmee hy/sy ten volle bekend is en bevestig hiermee dat hy/sy ten volle bevoeg en gemagtig is om hierdie ooreenkoms aan te gaan en die Verkoopsvoorwaardes te onderteken.

The PURCHASER binds himself/herself for the due fulfillment of the abovementioned conditions of sale with which he/she is fully acquainted.

AS GETUIES/*AS WITNESSES:*

1. ___________________ ______________________

KOPER/*PURCHASER*

2. ___________________ ______________________

KOPER/*PURCHASER*

AS GETUIES */AS WITNESSES:*

1. ____________________

2. ____________________ ______________________

AFSLAER/*AUCTIONEER*

Bekragtig deur my te ________________op die dag van 2024.
Confirmed by me at _________________on this the day of 2024.

AS GETUIES/*AS WITNESSES:*

1. ________________________ ________________________

VERKOPER/*SELLER*

2. ________________________ ________________________

VERKOPER/ *SELLER*

____

VERKOPER/ *SELLER*