



Namibia Agricultural Distributors CC  
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CC. Reg. No: 2008/1910  
VAT No: 4666624-01-5



PROPERTIES



CONSULTING  
AUCTIONEERS



AVIATION



WILDLIFE  
SERVICES



BUSH  
ENCROACHMENT

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## **IN THE PUBLIC AUCTION OF:**

### **KARIVO CC**

Registration number CC/94/00445

Herein represented by Hans Ivo Lühl, in his capacity as member and him being duly authorised thereto

(In its capacity as Bare dominium Holder)

### **AND**

### **HANS IVO LÜHL**

IDENTITY NUMBER **540122 0020 5**

Unmarried

(In its capacity as holder of the Usufruct)

(hereinafter collectively referred to as the “**Seller**”)

Of P.O. Box 11420 Windhoek

FARM BERLAND NO 473 REG DIV K

Tel: 081 2926010

Email: [namibiaivo@gmail.com](mailto:namibiaivo@gmail.com)

### **And**

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(hereinafter referred to as the “**Purchaser**”)

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## CONDITIONS OF SALE

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The Property which is offered for sale and which will be put up to auction on the **22 November at 12:00** in person at the KARIVO Lodge and online @ <https://www.cdpauctions.co.za> of:

|                  |                                                                                      |
|------------------|--------------------------------------------------------------------------------------|
| <b>CERTAIN</b>   | REMAINDER OF FARM BERGLAND 473                                                       |
| <b>SITUATE</b>   | Registration division "K" KHOMAS Region                                              |
| <b>MEASURING</b> | 3064,0398 Hectares                                                                   |
| <b>HELD</b>      | by Deed of Transfer No. T 1720/1995                                                  |
| <b>SUBJECT</b>   | to the conditions contained therein and together with all fixed improvements thereon |

The sale shall be subject to the following conditions:

### 1. THE ESTATE AGENCY / AUCTIONEERS

The property will be put up for auction and sold by **NAMIBIA AGRICULTURAL DISTRIBUTORS CC**, Registration Number: **CC/2008/1910**, who has been appointed by the Seller as Auctioneer. The property will be sold as a going concern.

### 2. THE RESERVE PRICE AND ACCEPTANCE PERIOD

- 2.1 The Estate Agency/ Auctioneers may sell the Property at or above the reserve price as agreed upon between the Seller and the Auctioneer.
- 2.2 If the reserve price is not reached, or if there is no reserve price, the Auctioneer is authorized to sell the property to the Highest Bidder, provided the Seller has confirmed acceptance of the price offered by the Highest Bidder in writing within **48 (Forty Eight)** hours from the date of sale, failing which the property shall be deemed not to be sold, subject however to the conditions of 2.4 hereof. Any acceptance and confirmation by the Seller of the price offered shall be communicated in writing to the Purchaser within **7 (seven)** days after receipt thereof by the Auctioneer.
- 2.3 For purposes hereof, the offer made by the Highest Bidder shall be kept and remain open for acceptance and confirmation by the Seller for the aforesaid period of **48 (Forty Eight)** hours and such Bidder shall not be entitled to withdraw such offer prior to the expiry of such period.

- 2.4 In the event of the Seller receiving another offer from any Bona Fide Third Party within the aforesaid period of **48 (Forty Eight)** hours and prior to his acceptance and confirmation of the offer by the Highest Bidder, at a price and upon conditions more favourable to the Seller and which the Seller is prepared to accept, the Auctioneer shall notify the Highest Bidder in writing of the amount and the terms and conditions of such offer which offer shall be delivered to the Highest Bidder either by hand or faxed at the facsimile address furnished to the Auctioneer whereupon the Highest Bidder shall have the option to purchase the property at the same price and upon the same terms and conditions as the offer by the Bona Fide Third Party to be exercised by him in writing within **48 (Forty Eight)** hours after receipt of such offer.
- 2.5 Any notice given by the Auctioneer to the Highest Bidder in terms hereof to the address furnished to the Auctioneer shall be deemed to have been received by him on date of delivery by hand or on the day following the date it has successfully been faxed to the facsimile address of the Purchaser.
- 2.6 If any dispute arises about any bid or the Auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified. If the Auctioneer suspects that a bidder is unable to pay either the deposit referred to in condition 6 or the balance of the purchase price he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property may immediately be again put up for auction.

### 3. **DEPOSITS AND COMMISSIONS**

- 3.1 The PURCHASER shall pay a deposit of **10% (ten per cent)** of the purchase price in cash to Dr WEDER, KAUTA & HOVEKA INC for credit of the SELLER immediately on final acceptance of the bid, and the balance against transfer to be secured by a bank or any other financial institution's guarantee, to be approved by the SELLERS' legal Practitioners and to be furnished to the aforesaid within **21 (twenty one) calendar** days after the date of sale. Should the guarantee not be rendered in accordance herewith the SELLER shall be entitled to cancel the agreement forthwith and the property will be put up for auction again. In the event of such cancellation the deposit paid shall be forfeited to the SELLER.
- 3.2 The deposit will be kept in an interest-bearing trust account by the Dr WEDER, KAUTA & HOVEKA INC for the benefit of the PURCHASER.
- 3.3 The PURCHASER shall on the date of sale, over and above the amount offered as purchase price pay AUCTIONEERS' charges and commission of N\$ 2 000 000.00 (Two Million Namibia Dollars) OR 6% of the purchase price, whichever amount is the highest and (VAT excluded). This amount will be kept in an interest-bearing trust account by the Dr WEDER, KAUTA & HOVEKA INC for the benefit of the

AUCTIONEER until the fulfilment of the Suspensive Conditions whereafter the commission and interest accrued shall be paid to the AUCTIONEER by Dr WEDER, KAUTA & HOVEKA INC

- 3.4 If the Purchaser fails to carry out any of his obligations under the conditions of sale, the sale may be cancelled summarily by the Seller on the report of the Auctioneer after due notice to the Purchaser, and the property may again be put up for sale. The Purchaser shall in the event of such cancellation forfeit any deposit paid as well as any Auctioneers commission paid. Should the Seller as a consequence of the Purchaser's breach suffer damages in excess of the forfeited deposit the Purchaser shall be liable to the Seller for such excess. If the Purchaser is already in possession of the property, the Seller may, on **7 (seven)** days' notice, apply to a Competent court for an order for ejecting the Purchaser or any person claiming to hold under him therefrom.
- 3.5 It is, however, expressly agreed hereby that in the event of this Agreement being cancelled by mutual agreement between the Seller and the Purchaser or due to the neglect or failure of the Seller, then the Seller will immediately become liable for the payment of the aforesaid charges and commission to **NAMIBIA AGRICULTURAL DISTRIBUTORS CC.**
- 3.6 If the reserve price is reached and the Seller fail to confirm acceptance of the price offered by the Highest Bidder within **48 (FORTY EIGHT)** hours and failing to sign this Conditions of Sale, it shall be deemed that the Auctioneer fulfilled his mandate and in which event the Seller will immediately become liable for the payment of the aforesaid charges and commission to **NAMIBIA AGRICULTURAL DISTRIBUTORS CC.**
- 3.7 The sale shall be for Namibian Dollars and no bid in any other currency shall be accepted.

#### 4 PAYMENT OF VAT

- 4.1. Any amount offered in terms hereof shall be exclusive of VAT and if any VAT is or becomes payable as a result of this sale, the Purchaser shall be liable for payment of such VAT and hereby indemnifies the Seller accordingly.
- 4.2 The Seller hereby confirms that he/she is in fact registered for VAT.

OR

- 4.2.1 For purposes of the aforesaid the SELLER confirmed that he/she is in fact registered for VAT purposes and that the registration number is .....
- 4.2.2 For purposes of the aforesaid the PURCHASER confirmed that he is in fact registered for VAT purposes and that the registration number is .....

- 4.3 In the event of the PURCHASER not being registered for VAT, in order for supply to be zero rated, the PURCHASER hereby undertakes to apply for registration for VAT purposes as soon as possible hereafter and notify the attorneys accordingly.
- 4.4 In the event the parties require The Conveyancer to apply for the said Zero rating certificate, clear and written instruction in the regard will be given to the said Conveyancer. Should the parties fail to give instruction to that effect, the particular conveyancer nor the Company will be held liable for a VAT implication that may become applicable to any of the parties.
- 4.5 If, notwithstanding the provisions of 4.2, VAT is or become payable by the SELLER in respect of this transaction at a rate other than 0% (NIL PER CENTUM) then the PURCHASER shall pay to the SELLER an amount equal to the VAT so payable forthwith on demand against delivery by the SELLER to the PURCHASER of the documentation required in terms of the VAT Act to permit the PURCHASER to claim a deduction in respect of such VAT as an INPUT VAT.

## 5 **OCCUPATION**

- 5.3 The Purchaser shall be entitled to take occupation and possession of the property if agreed to by the parties prior to registration and from which date the risk and profit pertaining to the property shall pass on to him.
- 5.4 The Purchaser agrees to pay to the Seller occupational interest at the rate of \_\_\_\_% per year on the balance of the purchase price payable from the date of occupation until the date when the property hereby sold is transferred into the name of the Purchaser or until the date the purchase price has been paid in full to the Seller, payable monthly in arrears.
- 5.3. If the Purchaser take occupation prior to the transfer date, the Auctioneer may demand that any buildings standing on the property sold shall immediately be insured by the Purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the full purchase price has not been paid. If the Purchaser fails to do so, the Auctioneer may affect the insurance at the Purchaser's expense.

## 6 **TRANSFER**

- 6.1. The Purchaser shall, as soon as possible after the sale at the auction and immediately on being requested by the Auctioneer, signed these conditions of sale, and if he has purchased in his capacity as a Representative, state the name of his principal.
- 6.2 A Purchaser who purchases as Nominee on behalf of a Third Party shall within **7 (seven)** days from date of sale hereof furnish the name and particulars of such third Party to the Auctioneer or the Sellers' Legal Practitioners, failing which such Nominee

shall be bound by all the conditions herein set out.

6.3. The Purchaser shall be obliged to take transfer forthwith and as soon as possible after being requested thereto by the Legal Practitioners and against payment of the full purchase price and after compliance of all the conditions contained herein in which case any claim for occupational interest shall lapse. Transfer shall otherwise be passed only after the Purchaser has complied with the provisions of conditions 3.1 and 3.3 hereof.

6.4. The Seller has nominated the legal Practitioners **Dr WEDER, KAUTA & HOVEKA INC, 3rd Floor WKH House, P.O. Box 864 Windhoek, Namibia** to attend to the transfer. Any transfer duties, costs of transfer including the costs and fees of the Legal Practitioners, stamp duty on the Deed of Transfer and all Mortgage Bond registration costs and fees (if any) and any other costs necessary to effect transfer, which payment of transfer costs and fees shall be paid immediately upon request by the Legal Practitioners.

## 7 **VOETSTOOTS**

7.1 The property is sold together with all improvements VOETSTOOTS and as represented in the Title Deed and diagram and the Seller or the Auctioneer do not hold themselves liable for any deficiency that may be found to exist and renounces all excess. The property is further also sold subject to all servitudes and conditions specified in the Deed of Transfer or which may be imposed upon any subsequent subdivision.

## 8 **BREACH**

8.1 In the event of the Purchaser failing to fulfill on due date any of the terms and conditions of this conditions of Sale, the Seller or the agent shall have the right either, -

8.1.1 To cancel the sale by registered letter addressed to the Purchaser, in which event the Purchaser shall forfeit all monies paid to the Seller or his Agent in terms hereof, without prejudice to the Seller's other legal rights and remedies and the right to claim damages. This amount shall be retained to the Seller as "Rouwkoop".

OR

8.1.2 To claim payment of the full purchase price and the fulfillment of all terms and conditions hereof.

## 9 **NO WARRANTIES**

The parties hereby acknowledge that there are no further undertakings or agreements

between each other, that no warranties have been given by or on behalf of any party and that no representations have been made by or on behalf of any party, either in writing or verbal, except as contained in this conditions of Sale, and that the terms of this Conditions of Sale constitute the whole agreement between the Seller and the Purchaser and that no variation, alteration, modification or suspension of any of the terms of this contract shall be of any force or effect unless reduced to writing and signed by the Seller and the Purchaser.

## 10 GENERAL PROVISIONS

- 10.1 This document constitutes the entire agreement between the parties, and no additions to or variation of this Conditions of Sale shall be of any force or effect unless recorded in writing and signed by or on behalf of the parties.
- 10.2 The parties acknowledge that they understand and agree to the contents hereof and that the meaning and consequences of the material provisions of this Conditions of Sale is clear to them.
- 10.3 Neither the Seller nor the Agency / Auctioneers on the Sellers' behalf warrants the correctness of any advertisements relating to the Property, nor the size or extent of the property.
- 10.4 The Seller shall pay all rates and taxes (including Land Tax) until date of registration of transfer of the property into the name of the Purchaser or date of occupation, whichever occurs first, and the Purchaser undertakes to refund to the Seller any amount of rates and taxes pro rata, which may be paid in advance on the date of registration of transfer of the property into the name of the Purchaser, or such date of occupation.
- 10.5 This Agreement is subject to the condition that a Certificate of Waiver in terms of the Land Reform Act is issued by the Ministry of Lands and Resettlement.
- 10.6 The SELLER will not remove, cull or catch any game from the property after the delivery of the guarantees.
- 10.7 The Parties agree that the Purchasers will have to option to purchase the members interest in the said CC (the Bare dominium holder)
10. 8 In the event the Purchasers elect the said option as set out in Par 10.7, the Purchasers undertake to pay the costs for the cancellation of the Usufruct registered over the property, and the usufruct will revert back to the said CC as owner of the full property.

10.9 The parties agree that the SELLER will be allowed to have his cattle remain on the farm for a period of 90 days after date of registration. The cattle will be maintained and cared for in the same manner as during the time from signature date until registration date.

Signed by the SELLER

AT .....ON THIS .....DAY OF .....2025.

.....  
(SELLER AS THE CC)

.....  
(SELLER AS THE USUFRUCTUARY)

.....  
(AUCTIONEER)

In the presence of the undersigned witnesses:

AS WITNESSES

1 .....

2 .....



I certify hereby that today at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_ 2025  
 in my presence the hereinbefore-mentioned property was sold for  
 N\$ \_\_\_\_\_

(exclusive of any V.A.T. and Auctioneers charges and commission)

to \_\_\_\_\_

(full name of purchaser)

and a 10% (ten percent) deposit of N\$ \_\_\_\_\_ was paid

I, the undersigned \_\_\_\_\_

Identity Number or Date of Birth \_\_\_\_\_

Married Yes/No \_\_\_\_\_

If yes, in community of property or with antenuptial contract \_\_\_\_\_

**(Please note that if married in community of property, both parties must sign)**

P.O. Box \_\_\_\_\_

Telephone (h) \_\_\_\_\_ (o) \_\_\_\_\_

Facsimile \_\_\_\_\_

residing at \_\_\_\_\_

in the district of \_\_\_\_\_

do hereby bind myself as the Purchaser of the hereinbefore-mentioned property in  
 accordance with the Bid made by me and to pay the deposit and the balance of the purchase  
 price including any V.A.T. and Auctioneers charges and commission and to comply with all  
 the terms and conditions stated hereinbefore immediately when requested thereto.

AS WITNESSES

1 .....

.....  
 (PURCHASER)

2 .....