



Namibia Agricultural Distributors CC
P.O. Box 80266, Windhoek, Namibia
Tel: 081 128 6821/ 081 142 0137
E-mail: alex@namagri.com
CC. Reg. No: 2008/1910
VAT No: 4666624-01-5



IN THE PUBLIC AUCTION OF:

ANNA MAGDALENA ADRIANA DU PLESSIS

Born On 08 June 1975

Married Out of Community of Property

Of

P.O. Box 644 Omaruru

Tel: 081 445 2189

Email: mandi1976@gmail.com

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

And

NAMBIA AGRICULTURAL DISTRIBUTORS CC

Registration number CC/2008/1910

Trading as NAMAGRI

(herein represented by ALEX MCDONALD, him being duly authorized thereto_

Of PO Box 80266 Olympia Windhoek

alex@namagri.com

(hereinafter referred to as the “**AUCTIONEER/AGENT**”)

CONDITIONS OF SALE

The property which is offered for sale and which will be put up to auction on the **25TH NOVEMBER 2022** consists of:

CERTAIN	ERF NO 337 OMARURU, Extension no 2
SITUATE	Registration division "G" Erongo Region
MEASURING	13015 (One three Zero one Five) Square Metres
HELD	by Deed of Transfer No. T 4448/2005
SUBJECT	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.

2. THE RESERVE PRICE AND ACCEPTANCE PERIOD

- 2.1 The Estate Agency/ Auctioneers may sell the Property at or above the reserve price being **N\$ 6 000 000.00 (SIX MILLION NAMIBIA DOLLARS)** 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 **24 (TWENTY FOUR)** 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 **24 (TWENTY FOUR)** 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 **24 (TWENTY FOUR)** 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 **24 (TWENTY FOUR)** 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 the Estate Agency / Auctioneers for credit the Seller on the date of the sale immediately after the auction, and the balance against transfer to be secured by a bank or any other financial institution's guarantee, to be approved by the Seller's legal Practitioners and to be furnished to the aforesaid within **21 (twenty one)** 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 Legal Practitioners appointed by the Seller 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 Auctioneer's charges and commission calculated at **5%** of the

purchase price (VAT excluded). This amount shall be paid directly to the Auctioneer by the Seller.

- 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 **24 (TWENTY FOUR)** 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 NOT 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 If the SELLER is registered for VAT and the PURCHASER is not 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 it is recorded that registration of transfer of the property in the name of the PURCHASER will not be effected prior to date upon which the registration of the PURCHASER for VAT purposes becomes effective in accordance with the VAT legislation.

5 OCCUPATION

5.3 The Purchaser shall be entitled to take occupation and possession of the property on _____ 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 It is specifically agreed between the parties that the PURCHASER will not take over any workers presently in the service of the SELLER. The SELLER will pay all severance payments due to such workers.

10.7 The SELLER will not remove, cull or catch any game from the property after the delivery of the guarantees.

10.8
.....
.....

Signed by the SELLER

ATON THISDAY OF2022.

.....
(SELLER)

.....
(SELLER)

.....
(AUCTIONEER)

In the presence of the undersigned witnesses:

AS WITNESSES

1

2

I certify hereby that today at _____, the _____ day of _____ 2022
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