



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



PROPERTIES



CONSULTING
AUCTIONEERS



AVIATION



WILDLIFE
SERVICES



BUSH
ENCROACHMENT

IN THE PUBLIC AUCTION OF:

STOAN HORN

Identity Number 770504 0042

In his capacity as duly appointed agent thereto in terms of the Special Power Of Attorney dated 31 May 2020 in his favour by Peter Albert Geimer duly appointed Executor in the ESTATE OF THE LATE HANS ADOLF MAX WERNER, having passed away on 12th NOVEMBER 2019, duly authorized thereto under Letter of Executorship No. E 2470/2022 and issued by the Master of the High Court of Namibia at Windhoek on 27 OCTOBER 2022 in terms of Section 102 of Act 66 of 1965.

Tax Registration Number of the Late HANS ADOLF MAX WERNER: 00186555-01-1

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

And

Full Names:

Identity Number:

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

CONDITIONS OF SALE

The property which is offered for sale, and which will be put up to auction on the **26 SEPTEMBER 2024** consists of:

CERTAIN	REMAINDER OF THE FARM OMUNJEREKE NO 190
SITUATE	Registration division "K", KHOMAS Region
MEASURING	4375,5898 HECTARES
HELD	by Deed of Transfer No. T 6110/1993
SUBJECT	to the conditions contained therein and together with al 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 as agreed upon between the Seller and the Auctioneer.
- 2.2 If the reserve price is not reached, 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 **72 (seventy-two)** 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.
- 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 **72 (seventy-two)** hours and such Bidder shall not be entitled to withdraw such offer prior to the expiry of such period.

- 2.4 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 or email of the Purchaser.
- 2.5 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 THEUNISSEN, LOUW & PARTNERS for credit of the Seller 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 Seller's 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 THEUNISSEN, LOUW & PARTNERS 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 **4%** of the purchase price (VAT excluded). This amount shall be paid directly to the Auctioneer by the Seller.
- 3.4 The Seller shall be liable for payment of the commission payable to Aqua Real Estate as agreed between the Seller and Aqua Real Estate and hereby indemnifies the Purchaser against all claims by Aqua Real Estate.
- 3.5 The Seller further warrants that no other agent is entitled to receive any commission. If any Purchaser was introduced to the Property by any other agent who claims to be entitled to any commission, such commission falls outside the scope of the auction and should be negotiated between Purchaser and his agent.

- 3.6 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 in 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.
- 3.7 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 in his official capacity as agent of the estate late Werner will immediately become liable for the payment of the aforesaid charges and commission to **NAMIBIA AGRICULTURAL DISTRIBUTORS CC.**
- 3.8 If the reserve price is reached and the Seller fails to confirm acceptance of the price offered by the Highest Bidder within **72 (seventy-two)** hours and fails 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.**
- 3.9 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 For purposes of the aforesaid the Seller confirmed that the Late HANS ADOLF MAX WERNER is in fact de-registered for VAT and therefore no VAT will be payable on the transaction.

5 POSSESSION AND OCCUPATION

- 5.1 The Purchaser shall be entitled to take vacant occupation and possession of the property on date of registration of the property alternatively to such a date agreed in writing with the Seller from which date the risk and profit pertaining to the property shall pass on to him. From the date of occupation, the Seller or any other person and/or livestock occupying the property by, through and /or under him shall be obliged to vacate the property.

- 5.4 The Purchaser agrees to pay to the Seller occupational interest at the rate of 10% 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 if 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, sign these conditions of sale, and if he has purchased in his capacity as a Representative, state the name of his principal. Any person signing these conditions of sale must present the Auctioneer with a valid power of attorney before commencement of the auction.
- 6.2 A Purchaser who purchases as Nominee on behalf of a Third Party shall within **2 (two) calendar** 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 THEUNISSEN, LOUW & PARTNERS, Schutzen Haus, Schutzen Strasse, P.O. Box 3110, 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 these 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 It is hereby recorded that the Purchaser is a Namibian citizen or that the Controlling Interest in the Purchaser is held by Namibian Citizens, or the Purchaser has acquired a Consent for the foreign acquisition in terms of section 58 of the Agricultural (Commercial) Land Reform Act 6 of 1995.

- 10.3 It is recorded that due to the exclusion of certain “agricultural commodities” in the definition of “goods” in the Competition Act, 2003 and read together with the definition of “undertaking” in clause 1 of the same Act, the provisions of Clause 43(3) are not applicable, and no merger notice to the Competition Commission is required.
- 10.4 The property is not sold subject to the approval of any mortgage loan.
- 10.5 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.
- 10.6 The Seller shall pay all 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.
- 10.7 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 Agriculture, Water and Land Reform.
- 10.8 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.
- 10.9 The Seller will not remove, cull or catch any game from the property after the delivery of the guarantees.
- 10.10 The Purchaser undertakes to take over from the Seller the liabilities in terms of the agreement with Nampower in respect of the provision of electricity from the date of transfer.
- 10.11 The parties agree that this agreement is further subject to the successful approval of the endorsement by the Master of the High Court of Namibia in terms of section 42(2).
- 10.12 The parties acknowledge that they understand and agree to the contents hereof and that the meaning and consequences of the material provisions of these Conditions of Sale is clear to them.

Signed by the SELLER at FARM OMUNJEREKE No. 190 on this 26th day of SEPTEMBER 2024.

AS WITNESSES

1
(FOR THE SELLER)

2
(AUCTIONEER)

I, the undersigned as the Purchaser, hereby certify that today at FARM OMUNJEREKE No. 190 on the 26th day of SEPTEMBER 2024 in my presence the hereinbefore-mentioned property was sold for an amount of:

N\$.....
(exclusive of any VAT and Auctioneers' commission)

and further undertakes that:

1. A 10% (ten percent) deposit of N\$..... will be paid to the Trust Account of the transferring Attorneys immediately on acceptance of the bid.

2. Auctioneers' Commission of 4% (four percent) plus VAT in the amount of N\$..... will be paid to NAMIBIA AGRICULTURAL DISTRIBUTORS CC immediately on acceptance of the bid.

Full Names:

Identity Number:

Namibia Tax Number:

Unmarried / Married in community of property / Married out of Community of Property

(Please note that if married in community of property, the following information of the Spouse must also be provided and both parties must sign)

Full Names:

Identity Number:

Namibia Tax Number:

Of Address:

P.O. Box:

Town:

Telephone: (Cell)..... (H) (W)

E-mail:

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 VAT (if any) and Auctioneers' commission and to comply with all the terms and conditions stated hereinbefore immediately when requested thereto.

AS WITNESSES

1

.....
(FOR THE PURCHASER)

2

.....
(SPOUSE – IF APPLICABLE)