

# OOS VRYSTAAT KAAP OPERATIONS LIMITED

## TENDER NOTICE

### SALE OR LEASE OF LADYBRAND FARMS

Tenders are awaited for the joint sale or lease of the following farms:

**Remainder of farm Melrose 38, district Ladybrand, Province of Free State  
Area 275,4776 (Two hundred and seventy-five comma four seven seven six) acres and**

**Portion 2 of the farm Melrose 38, district Ladybrand, Province of Free State  
Area 23,1996 (Twenty-three comma one nine nine six) hectares**

#### LOCATION

- Drive from Ladybrand on the Group 36 Turnoff, keep left at the fork, drive through the dip and after about 10 kilometres the farm is on the right hand side of the road.

#### 1. IMPROVEMENTS

There are no buildings on the farm.

#### 2. WATER

The property has water rights.

OVK does not guarantee the prospective information regarding the quantity/quality of the water.

#### 3. LEGAL ENTITIES

If a potential purchaser is a legal entity, the directors/trustees/members/partners will be required to provide resolutions upon request.

#### 4. DEPOSIT WITH REGARD TO PURCHASE

Upon acceptance of the tender, the Purchaser will pay a deposit of 10% upon signing the sales agreement and the Purchaser must provide guarantees for the balance of the purchase price within 21(twenty-one) days after the confirmation of the sale.

If the farm is leased, the first 3 (three) months' rent must be paid in advance within 5 days of acceptance of the lease.

The lease will be drawn up upon the granting of the tender, which rent will be payable quarterly in advance for a 12 (twelve) month lease term.

## 5. TENDER DOCUMENT

Only tenders submitted on the prescribed tender document and which are fully completed, will be considered. The tender document can be obtained from Erica Venter, telephone number 051-9234518, email address: [regsdieste@ovk.co.za](mailto:regsdieste@ovk.co.za).

5.1 TENDERS CAN BE MAILED TO: **regsdieste@ovk.co.za** AND MARKED "TENDER: PURCHASE/LEASE LADYBRAND FARM" FOR ATTENTION: MANAGER LEGAL SERVICES ERICA VENTER. MUST BE SUBMITTED BEFORE 12 JUNE 2024 AT 12:00.

5.2 The highest and/or only tender will not necessarily be accepted, without listing reasons.

5.3 The offer accepted will be communicated in writing to the successful tenderer before **20 JUNE 2024**.

5.4 The successful tenderer can take occupation with effect from **1 July 2024** according to the terms and conditions set out in the contract of sale.

## 6. PRIOR VIEWING

For prior viewing contact: Edwin Brand 051- 923 4773



## TENDER FOR PURCHASE OR RENTAL OF PROPERTY

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

Full name of person or Legal Entity

Identity Number / Registration Number of Legal Entity: \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Hereby tender to buy or lease the property known as:

- Remainder of farm Melrose 38, district Ladybrand, Free State Province  
Size 275,4776 (Two hundred and seventy-five comma four seven seven six) acres and  
  
and
- Portion 2 of the farm Melrose 38, district Ladybrand, Free State Province  
Size 23,1996 (Twenty three comma one nine nine six) hectares

on the terms and conditions contained in the hereinafter mentioned contract of sale.

**Note: 1. Tenderer must:**

- 1.1 complete his name in clause 1.1 of the attached sales contract, and in the event of a legal person also indicate in clause 1.1 who represents the legal person.**
- 1.2 complete the purchase sum in clause 4.1 of the hererinafter mentioned sales contract;**
- 1.3 complete his *domicilium* details in clause 15.1 of the sales contract;**
- 1.4 initial each page of the tender document together with two witnesses and sign it on the last page where indicated that the purchaser and his witnesses must sign;**
- 1.5 ensure that attached to his tender is acceptable written proof by a South African commercial bank, confirming that financing has been granted unconditionally in settlement of the tender amount plus VAT and that the relevant bank will issue a guarantee for payment of the purchase amount within 21 days of acceptance of tender.**
- 1.6 in the instance of a legal entity, provide a fully signed resolution stipulating that the representative of the Tenderer was granted authority to tender on behalf of the legal entity.**
- 1.7 attach all the necessary FICA documents to the Tender Document.**

# SALES CONTRACT

## THE PARTIES

1. The **PARTIES** to the **AGREEMENT** are:

1.1 \_\_\_\_\_  
 Full name of person or legal entity (in the event of a legal entity, represented herein by \_\_\_\_\_ in his capacity as \_\_\_\_\_, duly authorised and acting according to the resolution).  
 Identity Number / Registration number of legal entity: \_\_\_\_\_

- and -

1.2 **OOS VRYSTAAT KAAP OPERATIONS LIMITED** Registration Number **1999/004069/06**, represented hererin by Stéfan Oberholzer in his capacity as Managing Director and duly authorised thereto.

## GENERAL

### 2.1 Definition

In the **AGREEMENT**, unless the contrary is clear from the context, the singular includes the plural and vice versa, any reference to any gender also indicates the other sexes, any reference to natural persons includes legal entities and vice versa and the words in the first column have the meaning given in the second column, namely-

- |       |                      |  |
|-------|----------------------|--|
| 2.1.1 | the <b>SELLER</b>    | The <b>PARTY</b> mentioned in Clause 1.2;  |
| 2.1.2 | the <b>PURCHASER</b> | The <b>PARTY</b> mentioned in Clause 1.1;  |
| 2.1.3 | the <b>PROPERTY</b>  | Remainder of farm Melrose 38, district Ladybrand, Free State Province<br>Area 275,4776 (Two hundred and seventy-five comma four seven seven six) acres and<br><br>Portion 2 of the farm Melrose 38, district Ladybrand, Free State Province<br>Area 23,1996 (Twenty-three comma one nine nine six) hectares. |

- 2.1.4 the **PARTIES** A collective reference to the **PURCHASER** and **SELLER** and “A **PARTY**” meaning one of them;
- 2.1.5 a **DAY** Any day of the week, but not including Saturday, Sunday and South African Public Holidays;
- 2.1.6 The **CONVEYANCING ATTORNEYS** Messrs Du Toit Louw Botha Attorneys, 81 Piet Retief Street, Ficksburg
- 2.1.7 the **AGREEMENT** The Deed of Alienation as contemplated in Section 1 of the *Alienation of Land Act No. 68 of 1981* as amended in respect of the **PROPERTY** and as set out in this document between the **PURCHASER** and the **SELLER**;
- 2.1.8 The **DATE of SIGNING** The date of signing of the **AGREEMENT** by the last **PARTY** to sign

## 2.2 Relaxation of Rules

No extension of time or other concession that may be granted by the **SELLER** to the **PURCHASER** shall be deemed to detract from any of the rights of the **SELLER** under the **AGREEMENT**, or that it affects or impairs such rights in any way.

## 2.3 Exclusion of other agreements

The **AGREEMENT** cancels and replaces all contracts entered into between the **PARTIES** prior to date hereof and no amendment, additions or agreed cancellation of the **AGREEMENT** shall be effective unless put in writing and signed by the **PARTIES**.

## 2.4 Headings of the clauses

The headings of the clauses of the **AGREEMENT** have been made for reference purposes alone and will not affect the layout of the **AGREEMENT**.

## SALE

The **SELLER** hereby sells to the **PURCHASER**, who hereby purchases the **PROPERTY** on the terms and conditions set out in the **AGREEMENT**.

## PURCHASE PRICE

- 4.1 The purchase price of the **PROPERTY** is the sum of R\_\_\_\_\_ (amount in words \_\_\_\_\_) plus Value Added Tax (VAT) at standard rate.
- 4.2 To guarantee payment of the purchase price specified in Clause 4.1 as well as the ownership interest referred to in clause 6, the **PURCHASER** undertakes and commits himself to having a guarantee issued by a financial institution in favour of the **SELLER** or his nominee, which guarantee must be to the satisfaction of the **SELLER** and/or the **CONVEYANCING ATTORNEYS**.
- 4.3 The **PURCHASER** will pay the cost of the guarantee.
- 4.4 The said guarantee must be payable upon registration of transfer of the **PROPERTY** in the name of the **PURCHASER** and must be handed to the **CONVEYANCING ATTORNEYS** within 21 (twenty-one) days of the demand thereof.
- 4.5 All payments in terms of the **AGREEMENT** shall be made free of exchange rate fees or any deductions at such address as the **CONVEYANCING ATTORNEYS** may determine.

## POSSESSION AND RISK

- 5.1 The **PURCHASER** shall be placed in possession and occupation of the **PROPERTY** on date of registration in the deeds office, or earlier if so agreed, from which date the property shall in all respects be the risk and responsibility of the **PURCHASER**, unless otherwise agreed in writing between the **PARTIES**.
- 5.2 If the **PROPERTY** or any portion thereof is destroyed or damaged by fire or any other cause whatsoever in part or in whole, before the risk has thus passed, the **PURCHASER** shall have no claim against the **SELLER** as a result of any temporary or permanent loss of the use of the

**PROPERTY**, but the **SELLER** shall be entitled to either repair any such damages at his own expense or cancel the **AGREEMENT ab initio** with restoration of the **status quo ante**.

## **POSSESSION INTEREST**

If the date of possession does not correspond to the date of transfer, the **PARTY** holding possession of the **PROPERTY** while registered in the name of the other **PARTY**, as counter-performance thereof and for the duration of such possession shall pay possession interest, which interest:

- 6.1 shall be payable monthly or *pro rata* until date of registration;
- 6.2 shall be calculated according to ABSA's prime interest rate per annum on the purchase price, payable from date of ownership to date of registration of **TRANSFER** of the **PROPERTY** in the name of the **PURCHASER**.

## **EXPENSES**

- 7.1 The **PURCHASER** shall be responsible for all expenses in respect of the **PROPERTY** including rates, insurance premiums, water and electricity delivered to the **PROPERTY** if applicable, from date of possession as mentioned in clause 5.1.
- 7.2 If the **SELLER** has paid any amount in advance to the Local Authority in relation to rates tax, levies, etc., the **PURCHASER** will make a proportionate refund to the **SELLER** if applicable.

## **IMPROVEMENTS**

- 8.1 The **PURCHASER** shall -
  - 8.1.1 not be entitled to make any changes or improvements to the **PROPERTY** before date of registration of conveyance in his name without written consent of the **SELLER**.
  - 8.1.2 at all times keep the **PROPERTY** in the same state of good repair until date of registration of conveyance or return of the **PROPERTY** to the **SELLER** due to the cancellation of the **AGREEMENT** for whatever reason.

- 8.2 If the **PROPERTY** is not kept in the same state of good repair at the sole discretion of the **SELLER**, the **SELLER will be entitled to repair** the **PROPERTY** without notice to the **PURCHASER** and recover the repair costs from the **PURCHASER**.

## **REGISTRATION OF TRANSFER**

9. The **PARTIES** hereby nominate the **CONVEYANCING ATTORNEYS** to conduct the registration of the transfer in the name of the **PURCHASER**.

## **LEGAL FEES**

10. The **PURCHASER** pays on demand to the **CONVEYANCING ATTORNEYS**:
- 10.1 all costs in connection with the drafting and signing of the **AGREEMENT** and all appearances in connection therewith, regardless of whether or not the suspensive condition is met, on the scale as between attorney and client;
- 10.2 the transfer duty tax that may be levied on the purchase price in terms of the provisions of the ***Transfer Duty Tax Act No 40 of 1949***, as amended, if transfer duty tax may be payable;
- 10.3 all transport fees and expenses;
- 10.4 Value Added Tax (VAT) calculated on the costs payable in accordance with the provisions of Clauses 10.1 and 10.3; and
- 10.5 any costs whatsoever as requested by the **CONVEYANCING ATTORNEYS**.

## **DATE OF TRANSFER**

- 11.1 The transfer will be appropriated once the costs mentioned in clause 10 above and all charges paid in full and the purchase price, as well as the interest thereon, have been fully guaranteed or paid, or bonds (if any) have been arranged for the balance of the purchase price.
- 11.2 The **PARTIES** agree, at the written request of the **CONVEYANCING ATTORNEYS**, to sign all documents and to perform all other acts which the **CONVEYANCING ATTORNEYS** believe may



be necessary in order for the registration of transfer of the **PROPERTY** in the name of the **PURCHASER** to take place as soon as possible and to otherwise give effect to the terms of the agreement.

## **TITLE CONDITIONS**

- 12.1 The **PROPERTY** is sold as described in the existing or any certificate of title thereof and is subject to all the conditions, restrictions and servitudes (if any) stated therein and referred to.
- 12.2 The **SELLER** will not be liable for any shortfall if the **PROPERTY** is re-surveyed, but will not reap any benefit if there is a surplus.

## **VOETSTOOTS**

- 13.1 The **PURCHASER** hereby acknowledges that he has viewed the **PROPERTY**, is satisfied with it and purchases it as is (voetstoots).
- 13.2 The **PURCHASER** furthermore herewith commits himself and declares that he shall not be entitled to institute any action arising out of the **AGREEMENT** against the **SELLER**, or his Agent, for any defect (whether latent or patent) to the **PROPERTY** or the improvements thereon, or because of any representations or guarantees made by the **SELLER** or his Agent in connection with the **PROPERTY** .

## **JURISDICTION**

- 14.1 The **PARTIES** hereby consent to the jurisdiction of the Magistrate's Court for any action that may result from the **AGREEMENT** .
- 14.2 However, the **PARTIES** also reserve the right, by their choice, to institute such action in the Supreme Court and/or to recover court costs according to the Supreme Court rate.

## **DOMICILIUM**

15. NOTICES AND *DOMICILIUM*

15.1 The parties hereby elect as their respective *domicilium citandi et executandi* for the purposes of any legal process and for the purposes of giving or sending any notice under the terms of this agreement, the following addresses:

The SELLER

Physical Address	Postal address	Email
19 Dan Pienaar Street	P O Box 96	ovk@ovk.co.za
Ladybrand	Ladybrand	regsdieste@ovk.co.za
9745	9745	

Marked for the attention of the Manager Legal Services.

The PURCHASER

Physical Address	Postal address	Email
_____	_____	_____
_____	_____	
_____	_____	

Provided that a party may from time to time change any part of his address to another physical address or postal address, within the Republic of South Africa by giving the other party written notice of such change. Such change of address shall be effective seven days after receipt of notice of amendment of *domicilium*.

15.2 All notices given in terms of this Agreement shall be in writing and shall:

15.2.1 if delivered by hand during normal business hours, be deemed to have been received on the date of delivery;

15.2.2 if sent by email before 6:30 p.m. on any business day is deemed to have been received on the date on which its dispatch was successful. Any email sent after 6:30 p.m. or on a day that is not a business day shall be deemed to have been received on the succeeding business day.

15.2.3 Notwithstanding the foregoing, any notice which has indeed been received by a party to whom the notice has been addressed, shall be deemed to have been handed over in accordance with the provisions of this Agreement, notwithstanding the fact that such notice was not given in accordance with the aforesaid directives.

## **BREACH of CONTRACT**

16.1 In the event that the **PURCHASER** fails to comply with **any of the terms or conditions of the AGREEMENT on the expiry date**, the **SELLER** or his agent shall have the right, after 14 (FOURTEEN) days' written notice addressed to the purchaser to rectify the failure to comply with the terms or conditions,

16.1.1 to cancel the **AGREEMENT** by giving notice to the **PURCHASER**, after which the **PURCHASER** will forfeit all amounts paid to the **SELLER** or his agent in terms thereof without prejudice to the **SELLER's** other rights and remedies and the right to claim damages.

**OR**

16.1.2 to demand immediate payment of the purchase price and the fulfilment of all the terms and conditions of the **AGREEMENT** .

16.2 In the event of cancellation of the **AGREEMENT** in accordance with the provisions of Clause 16.1.1, the **SELLER** shall be entitled to immediately take possession of the **PROPERTY** and to demand that the **PURCHASER** or any occupier who has obtained his rights from the **PURCHASER** immediately **vacate the PROPERTY**.

16.3 If required by **the SELLER**, the **PURCHASER** must remove from the **PROPERTY** any completed and/or unfinished building or structures or other movable assets of the **PURCHASER** from the **PROPERTY** at his expense and he furthermore has to tidy up the **PROPERTY** at his expense and to the satisfaction of the **SELLER**.

16.4 The **PURCHASER** shall have no right of recovery against the **SELLER** in respect of any improvements made by him to the **PROPERTY** and shall also have no lien on such improvements.

16.5 The **PURCHASER** hereby undertakes to pay all legal costs whatsoever (on the scale as between attorney and client) that **may be incurred** by the **SELLER** in connection with any steps the

**SELLER** may institute against the **PURCHASER** in connection with or arising out of the **AGREEMENT** including collection costs at 10% (ten percent) on any capital amount and costs before or after judgment, plus interest calculated thereon in accordance with the rate stated in clause 17.

### **INTEREST ON LATE PAYMENTS**

- 17.1 If the **PURCHASER** fails to pay any amount in terms of the **AGREEMENT** on the expiry date thereof, such amount for the period in which the **PURCHASER** was in default, shall bear interest at the rate equal to the ABSA prime interest rate plus 5% per annum.
- 17.2 The said interest to be calculated daily and capitalised monthly and furthermore interest will be payable on demand by the **PURCHASER**.

### **AGENTS' COMMISSION**

18. The **PURCHASER** indemnifies the **SELLER** from payment of any agent's commission whatsoever if any agent would at any time claim payment of agents' commission by the **SELLER**.

### **MULTIPLE PARTIES**

19. If the **SELLER** and the **PURCHASER** are more than one (1) person, all the **PARTIES** acting as **SELLER** and **PURCHASER** as the case may be, shall be jointly and severally liable for the proper fulfilment of their respective obligations under the **AGREEMENT** and the **PARTIES** do hereby waive the benefits arising from the legal exceptions *de duobus vel pluribus reis debendi*.

### **RIGHT TO TERMINATION OF AGREEMENT**

- 20.1 The **PARTIES** hereby certify for the record that in terms of, inter alia, the provisions of Section 29(A) of the *Alienation of Land Act No. 68 of 1981*, as amended, the **PURCHASER** is entitled to terminate this **AGREEMENT** within 5 (FIVE) days after the **SIGNING DATE** or revoke the offer by delivering a written notice within the said period to the **SELLER** or his agent (if any) as mentioned in clause 18.

20.2 However, the rights that the **PURCHASER** has in this regard are limited to the following, namely that:

20.2.1 the **PARTIES** have not previously entered into an alienation deed in respect of the **PROPERTY**, or substantially on the same terms as in the **AGREEMENT**;

20.2.2 the **PURCHASER** has not reserved the right to designate or nominate another person to take over **his rights and obligations under the AGREEMENT**;

20.2.3 the **PURCHASER** does not purchase the **PROPERTY** by exercising an Option or Offer that has been open for at least 5 (five) days;

THUS DONE and SIGNED \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**PURCHASER**

THUS DONE and SIGNED \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**SELLER**

## LEASE AGREEMENT

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN:

**OOS VRYSTAAT KAAP OPERATIONS LIMITED**

**Registration Number: 1999/004069/06**

herein represented by DIRK POSTMA DU PLESSIS in his capacity as GENERAL MANAGER:  
CORPORATE SERVICES

(hierinafter referred to as the **LESSOR**)

And

\_\_\_\_\_

**Registration Number: \_\_\_\_\_**

herein represented by \_\_\_\_\_ in his capacity as \_\_\_\_\_, duly  
authorised thereto

(hereinafter **referred to as the TENANT**)

WHEREAS the **LESSOR** is the owner of the Farms known as

- **Remainder of farm Melrose 38, district Ladybrand, Province of Free State  
Area 275,4776 (Two hundred and seventy-five comma four seven seven six) acres and**
- **Portion 2 of the farm Melrose 38, district Ladybrand, Province of Free State  
Area 23,1996 (Twenty-three comma one nine nine six) hectares**

AND WHEREAS the LESSOR has agreed to lease the aforesaid land as mentioned above to the  
TENANT on the terms and conditions set out hereinafter.

(hereinafter referred to as the **PROPERTY**)

NOW THEREFORE, the Parties agree that the LESSOR hereby leases the PROPERTY to the TENANT and that the TENANT leases the PROPERTY from the LESSOR on the terms and conditions as set out hereinafter.

## **DEFENITIONS AND INTERPRETATION**

"Business Day"	Any day other than a Saturday, Sunday or Public holiday, published in accordance with the Public Holidays Act 36/1994;
"Day"	Any calendar day;
"Year"	A period of 12 consecutive months;
"Annual"	A year commencing on the date on which this lease comes into force;
"Month"	A calendar month;
"the Farm"	the Property, improvements and equipment.
"the Improvements"	the buildings, installations, wire fences, irrigation works, structures, dams and roads together with any integral machinery forming part of the aforesaid as well as pivots, milking parlour equipment and generators if any;
"the Lease Period"	the period for which this lease continues, including any period for which it is renewed;
"month"	A calendar month and in particular with reference to a number of months from specific date. A calendar month commencing on that date or on the same date of any subsequent month. In any other coherence, it is one of the 12 months of the calendar and "monthly" has the corresponding meaning.
"the Equipment"	the movable plant and equipment owned by the LESSOR;
"the Property"	includes the farm and any improvements thereon;
"Year"	a period of 12 consecutive months and "annually" refers to a year commencing on the date on which this lease takes effect;
"Agreement"	Refers to this lease agreement together with any attachments;
"OVK default interest"	Means the prime lending rate, as established from time to time, plus 8%;
"Party"	Refers to the LESSOR or the TENANT respectively;
"Parties"	Refers to both the LESSOR and the TENANT;
"POPIA"	Means the Protection of Personal Information Act, Act 4 of 2013.

“Collections” levies, taxes, fees or other amounts that the LESSOR must pay to any authority having jurisdiction over the Property arising out of the right of ownership and use of the property.

The agreement will be interpreted in accordance with the following provisions:

- (i) Any reference to the singular includes the plural and *vice versa*;
- (ii) Any reference to one sex includes the other sex;
- (iii) Any reference to a person includes natural and legal persons and any reference to a natural person includes a legal entity and *vice versa*;
- (iv) Headings are purely for reference purposes and will not be taken into account in interpreting the content of the clause;
- (v) Any provision imposing a restriction or prohibition on the TENANT must be interpreted in such a way that the restriction or prohibition pertains to any person entering the PROPERTY or any portion thereof and also refers to and includes family, guests, employees, agents and representatives. The TENANT must ensure that persons comply with these provisions.
- (vi) Where a list of items is mentioned or follows the words “including” or “limited”, the *eiusdem generis* rule will not apply.
- (vii) The TENANT acknowledges that he has had the opportunity to seek legal advice regarding this Agreement and agrees that no word or provision used in this Agreement will be interpreted to the detriment of a party because that party was responsible for preparing or drafting this Agreement or any part thereof;
- (viii) When a period is calculated, the first day is excluded and the last day included, unless the last day is not a business day, in which case the last day shall fall on the first succeeding business day;
- (ix) This Agreement may be executed in any number of copies, all of which together will constitute one agreement.

## **1. LETTING AND RENT**

The LESSOR leases and the TENANT rents the PROPERTY under the terms of this Agreement.

## **2. UTILISATION**



The TENANT will utilise the PROPERTY solely to carry out the following farming activities:

2.1.1 Livestock;

2.1.2 Sowing and planting;

2.1.3 Production of milk;

2.1.4 Cultivation of crops;

2.1.5 Planting of fodder;

and may not be used for any other purpose whatsoever without the prior consent of the LESSOR.

The PROPERTY will not be used in such a way as to cause damage to it.

The TENANT shall not be entitled to affix any document or advertising attachments to the buildings or windows of buildings on the PROPERTY without the prior written consent of the LESSOR, which consent will not be unreasonably withheld. If written permission is granted for the installation of any writing or advertising signs, as stated, the TENANT shall be obliged, upon termination of this lease, to remove such writing and/or advertising signs at his own expense to the satisfaction of the LESSOR.

The TENANT will staff the farming operations at his own expense and any gain or loss will be for his account.

The LESSOR does not guarantee that the PROPERTY is suitable for the purposes of the TENANT and therefore the TENANT confirms that an inspection can be carried out with the LESSOR on the PROPERTY at any time prior to occupation in order to determine its suitability himself.

### **3. TERM OF HIRE**

The lease will be for a period of 12 (twelve) months and will run from **1 July 2024** until **30 June 2025**, at which time it will automatically come to an end.

#### **4. RENTAL AMOUNT**

4.1 Rent payable by the TENANT to the LESSOR shall be the amount of R\_\_\_\_\_ plus VAT payable quarterly, which rent is payable in advance, without any deduction or debt comparison on or before the **7th (seventh) day of each month**, by means of direct payment or electronic fund transfer ("EFT"), to the address of the LESSOR or at such other address as the LESSOR may indicate in writing from time to time.

#### **5. DEPOSIT**

5.1. The Tenant shall, upon signing the agreement or on the start date specified in paragraph 3, whichever occurs first, pay to the LESSOR a deposit equal to one month's rent fees, which deposit the LESSOR may use at any time during the duration of the lease to fulfil any obligation of the TENANT in terms of the lease, which the TENANT fails to fulfil.

5.2 If, during the duration of the lease, the LESSOR should use any part of the deposit as aforesaid to fulfil any of the obligations of the TENANT, the TENANT shall replenish on demand any such part of the deposit thus applied by the LESSOR.

5.3 As soon as the LESSOR, upon termination of the lease, is satisfied that the TENANT has fulfilled all his obligations in terms of the lease, the LESSOR shall refund to the TENANT the deposit as aforesaid, or such part thereof, which has not yet been utilised, as aforesaid.

#### **6. MUNICIPAL SERVICES: WATER AND ELECTRICITY**

6.1 The TENANT will be responsible for paying all the costs associated with the consumption of water and electricity directly to the local authorities.

6.2 Should it be necessary for the LESSOR to pay any amount to such authorities, the LESSOR is entitled to recover these costs from the TENANT.

6.3 The TENANT shall provide written proof to the LESSOR on or before the 25th day of each month that the TENANT has paid all amounts as owed by the TENANT to the appropriate authorities as aforesaid.

- 6.4 The LESSOR cannot guarantee the uninterrupted supply of water or electricity and consequently the LESSOR cannot be held liable by the TENANT for any damages suffered in this regard.

## **7. INTEREST AND LEGAL FEES**

- 7.1 The TENANT agrees to pay interest, calculated at a rate equal to OVK Default interest, on any rent arrears or other arrears for the term for which it is in arrears, calculated on a daily basis and capitalised monthly.
- 7.2 If the LESSOR decides to proceed with appropriate legal action against the TENANT in order to protect the LESSOR'S rights, the TENANT will be liable for all expenses and legal costs incurred on a scale between attorney and own client. The costs will be payable upon written request from the LESSOR, alternatively the commissioning attorneys or otherwise in accordance with a court order.

## **8. CESSION AND SUBLEASE**

The TENANT may not, except with the prior written consent of the LESSOR, cede all or any of the rights of the TENANT under the lease, sublease the PROPERTY as a whole or in part or relinquish possession of the PROPERTY to any third party.

## **9. DUTIES OF THE TENANT**

The TENANT must:

- 9.1 diligently carry out the farming activities for which the PROPERTY is leased and follow correct farming and animal care practice in general, but must also follow accepted farming practice in the district in which the PROPERTY is located. The PROPERTY may not be overworked/over-grazed by the TENANT;
- 9.2. not contravene any law, servitude, licence or permit regarding the use of water;

- 9.3 during each appropriate season plough, till and fertilise the fields and replant such fields or any of them from time to time as may be necessary, with good seed where it is necessary for crops to be produced;
- 9.4 ensure that reasonable steps are taken to keep fields free of excess weeds and poison plants;
- 9.5 keep all fire strips open and free of any flammable substances;
- 9.6 not allow any animals of any description not owned by the TENANT to graze on the PROPERTY;
- 9.7 not at any time during the duration of this lease allow a herd greater than the proposed number of the type of herd in the district to graze per hectare of the PROPERTY not being cultivated, provided that the TENANT may keep on the PROPERTY any number of animals fed on stable, provided that proper stables and accommodation exist for them or are erected by the TENANT;
- 9.8 not violate any of the title conditions of the PROPERTY or any of the laws, rules or regulations pertaining to owners, tenants or occupiers of the property.
- 9.9 not cause or commit any public nuisance;
- 9.10 indemnify the LESSOR against any claims of whatever nature which the TENANT'S employees and all persons residing on the PROPERTY might have;
- 9.11 upon termination of the lease vacate the PROPERTY and give the LESSOR undisturbed possession of the PROPERTY. The PROPERTY must be returned to the LESSOR in the same condition as it was received, reasonable wear and tear taken into account.

## **10. MAINTENANCE**

The TENANT must at his own expense and without recovering any funds from the Lessor –

- 10.1.1 maintain the PROPERTY and all parts thereof in good order and condition for the full lease period;

10.1.2 promptly fix and repair all damages occurring from time to time during the lease period to the Improvements and the Equipment, whatever the cause of such damage, and replace all such items that have been broken, lost or destroyed, again regardless of cause, without detracting from the general meaning of the aforesaid, for the full period of this lease;

10.1.3 upon termination of this lease, however and whenever it ends, return the PROPERTY and all parts thereof in good order and condition of repair, with the exception of reasonable wear and tear, to the LESSOR, provided that the LESSOR shall not be obliged to reimburse the TENANT for any expenses incurred by the TENANT in fulfilling his obligations of maintenance, repair and replacement under this lease.

10.2 If the TENANT fails to perform any of his obligations under this lease in respect of any maintenance, repair or replacement, the LESSOR is entitled, without prejudice to any of his other rights or remedies, to have the required maintenance, repair or replacement done and to recover the costs thereof on request from the TENANT.

## **11. IMPROVEMENTS OR CHANGES: TENANT**

The TENANT will not make any temporary or permanent changes of any kind whatsoever to the PROPERTY without the prior written consent of the LESSOR. Any improvements, of whatever kind made by the TENANT to the PROPERTY, shall become the property of the LESSOR and the TENANT shall not be entitled to any lien in this regard nor to any compensation.

The LESSOR reserves for himself the right to make any structural alterations or improvements to the PROPERTY or any other improvement on the PROPERTY if the LESSOR may deem it necessary. The TENANT will tolerate any temporary inconvenience and will allow access to the PROPERTY, or any other improvement on the PROPERTY from the LESSOR'S agents or employees for this purpose.

## **12. IMPROVEMENTS OR CHANGES: LESSOR**

The LESSOR reserves for himself the right to make any structural alterations or improvements to the PROPERTY or any other improvement on the PROPERTY if the LESSOR may deem it necessary. The TENANT will tolerate any temporary inconvenience and will allow access to the PROPERTY, or any other improvement on the PROPERTY from the LESSOR'S agents or employees for this purpose.

If the premises are potentially improved in the future, the rental amount can be reconsidered with prior written notice of one month from the LESSOR to the TENANT.

### **13. CROPS**

Any crop grown by the TENANT during the Lease Period and not yet ripe upon termination of this lease for whatever reason must be removed within one calendar month of termination of this lease, provided that the TENANT is up to date with his rent as provided for in clauses 4, 5 and 6.

### **14. INDEMNITY**

The TENANT hereby indemnifies the LESSOR against any claim for any damage or injury of any kind to any person, animal or property, suffered or sustained on the PROPERTY or arising out of any wilful or negligent acts of any person.

### **15. LESSOR'S RIGHTS OF ACCESS AND PERFORMANCE OF WORK**

The LESSOR'S representatives, agents, servants and contractors may, at all reasonable times, without giving rise to any claim or action ground on the part of the TENANT or any other occupier of the PROPERTY, enter the PROPERTY in order to inspect any part thereof, to do any necessary repairs, replacements and other work, or to perform any other lawful function in the *bona fide* interest of the LESSOR or any of the occupiers of the PROPERTY, but the LESSOR must ensure that this right is exercised with due regard to and minimum interference with the beneficial enjoyment of the PROPERTY by the TENANT and those who occupy it.

### **16. DAMAGE TO OR DESTRUCTION OF THE PROPERTY**

16.1 If the PROPERTY is destroyed or becomes so damaged that it can no longer be advantageously occupied, this lease ends when it occurs, unless the parties agree otherwise in writing.

16.2 If any damage to the PROPERTY or its destruction is caused by an act or neglect for which neither party is responsible under this lease or law, the other party shall not be barred, because of any of the foregoing provisions of this clause, from using or exercising any alternative or additional ground of action or remedy available to him under the circumstances, whether under

this lease or by law.

## **17. SPECIAL REMEDY DUE TO BREACH OF CONTRACT**

- 17.1 If the TENANT fails to make any payment due under this lease or commits breach of contract in respect of the terms thereof in any other manner, and fails to remedy such a failure or breach of contract within ten (10) days after receiving a written demand for it to be rectified, the LESSOR shall be entitled, without prejudice to any alternative or additional action ground or remedy available to the LESSOR in the circumstances, to cancel this lease with immediate effect without further notice, to reclaim the PROPERTY and to recover from the TENANT damages for the failure or breach of contract and the cancellation of this lease.
- 17.2 Clause 17.1 should not be construed in such a way that the usual legitimate consequences of breach of contract in respect of this lease are excluded by any of the parties (except for any such consequences expressly excluded by any of the other provisions of this lease) and, in particular, any right of cancellation of this lease on the basis of a material breach of contract which is fundamental to this lease.
- 17.3 If the LESSOR has rightfully cancelled this lease, but the TENANT continues to occupy the PROPERTY, with or without contesting the cancellation, and continues to offer payments of rent and any other amounts that would be payable to the LESSOR if the cancellation did not occur, the LESSOR may accept such payments without prejudice and without affecting the cancellation, in all respects as if they were payments due to the damages suffered by the LESSOR because of the wrongful occupation on the part of the TENANT.

## **18. NEW TENANTS AND PURCHASERS**

The TENANT must at all reasonable times

- 18.1 during the Lease Period allow prospective purchasers of the PROPERTY; And
- 18.2 during the Tenancy, allow prospective tenants or purchasers of the PROPERTY, to enter and view the PROPERTY.

## **19. DOMICILIUM AND NOTICES**

19.1 The Parties hereby elect as their respective *domicilium citandi et executandi* for the purposes of any legal process and for the purposes of giving or sending any notice under the terms of this Agreement, the following addresses:

THE LESSOR

Physical address	email
19 Dan Pienaar Street	
Ladybrand	<a href="mailto:helens@ovk.co.za">helens@ovk.co.za</a>
9745	

Legal notices should be sent to [regsdiensste@ovk.co.za](mailto:regsdiensste@ovk.co.za) and [ovk@ovk.co.za](mailto:ovk@ovk.co.za) marked for the attention of the Manager: Internal Legal Services.

The TENANT

Physical address	email
_____	_____
_____	
_____	
_____	

Provided that a party may from time to time change any of his addresses to another physical address or email address within the Republic of South Africa by giving the other party written notice of such change. Such change of address shall be effective seven days after receipt of notice of amendment of *domicilium*.

19.2 All notices given in terms of this Agreement shall be in writing and shall:

19.2.1 if delivered by hand during normal business hours, be deemed to have been received on the date of delivery; or

19.2.2 if sent by e-mail is deemed to have been received on the first business day following the day of dispatch.



## **20. FULL AGREEMENT**

20.1 This lease is the full agreement between the Parties.

20.2 Neither party, in entering into this Agreement, relies on any guarantees, representations, disclosures or expressions of opinion not included in this Agreement as guarantees or undertakings.

20.3 A change or agreed cancellation of this agreement will not have any force or effect unless put in writing and signed by both parties.

## **21. GUARANTEE OF COMPETENCE**

The persons who sign this lease on behalf of the LESSOR and the TENANT expressly guarantee their competence to do so.

## **22. SALE OF PROPERTY**

The validity of this lease is not affected in any way by the transfer of the PROPERTY from the LESSOR as a result of its sale. Consequently, after registration of transfer of the PROPERTY in the name of the purchaser, it remains in full force except that the purchaser then acts as LESSOR and acquires all the rights and becomes liable to fulfil all the obligations enjoyed by the LESSOR, as LANDLORD, or was liable to fulfil in favour of the TENANT, in terms of the lease.

## **23. LEGISLATION**

South African law shall apply in the adjudication or interpretation of this agreement.

## **24. JURISDICTION**

Legal action can be instituted in any competent South African court with jurisdiction.

## **25. INQUIRIES TO CREDIT BUREAU**

The TENANT hereby authorizes the LESSOR to enquire at any credit bureau regarding any records kept by such credit bureaus and to request a credit profile, and creditworthiness report from the credit bureau.

## **26. PERSONAL INFORMATION**

### **26.1 The TENANT-**

26.1.1 confirms, acknowledges and agrees that the LESSOR may gain access to the TENANT's personal and confidential information during the term of this agreement and that such information may fall within the scope of POPIA. The TENANT hereby also gives the LESSOR permission to collect, use and process the personal information -

- i) for purposes of consideration and managing of this Agreement;
- ii) for the purpose of regulating our relationship for the term of the agreement; and which personal information may be collected, preserved, used, processed, removed or destroyed by the LESSOR, as the context and circumstances may require and as envisaged in POPIA for the duration of the agreement or as required by law.

26.1.2 hereby acknowledges that the personal information is provided voluntarily to the LESSOR and permission is granted to the LESSOR to process the information in line with POPIA, for any purpose related to this Agreement.

26.1.3 acknowledges and affirms that the TENANT understands the purpose for which the LESSOR requires the personal information and that the TENANT fully understands the meaning and scope of disclosure of personal information contemplated herein.

26.1.4 acknowledges that the TENANT is entitled to request reasonable access to the personal information that is held by the LESSOR in terms of sections 23 and 24 of POPIA, as well as allowed to request that such personal information be amended, removed and/or rectified, as circumstances may require.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

AS WITNESSES

1 .....

2 ..... .....

TENANT

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

AS WITNESSES

1 .....

2 ..... .....

LESSOR