

RULES OF AUCTION

This Auction will be held on **Wednesday, 15 October 2025** at **Portion 8 (a Portion of Portion 1) of the Farm Wildehoenderkraal 296, Registration Division HO, North-West Province** at **11:00**.

The Auctioneer is **Martin Pretorius** from Van's Auctioneers at 36 Gembok Street, Koedoespoort Industrial, Pretoria.

The sale shall be subject to the control of the auctioneer who shall have the sole right to regulate the advance in bidding. We are selling per rising bid in South African Rand.

VAN'S AUCTIONEERS will be selling in conjunction with the **SHERIFF** on instructions from

THE LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA (THE EXECUTION CREDITOR) – IN TERMS OF A COURT ORDER UNDER CASE NUMBER: M549/2022, DATED 8 DECEMBER 2022

to sell by public auction the properties known as:

PORTION 6, 7 & 8 (A PORTION OF PORTION 1) OF THE FARM WILDEHOENDERKRAAL 296, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

Measuring: 183,3692 ha, 358,3516 ha & 422,4459 ha

And

PORTION 4 & 5 OF THE FARM UITKYK 342, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

**Measuring: 230,6683 ha & 37,1649 ha
Held by deed of transfer number: T43161/1980**

And

PORTION 12 (A PORTION OF PORTION 8) OF THE FARM PANFONTEIN 270, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

**Measuring: 282,6556 ha
Held by deed of transfer number: T110749/2000**

And

REGISTERED WATER USE WITH REGISTRATION CERTIFICATE NUMBER: 25021636 ON PORTION 6 (A PORTION OF PORTION 1) OF THE FARM WILDEHOENDERKRAAL 296, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

And

REGISTERED WATER USE WITH REGISTRATION CERTIFICATE NUMBER: 25009534 ON PORTION 7 (A PORTION OF PORTION 1) OF THE FARM WILDEHOENDERKRAAL 296, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

And

REGISTERED WATER USE WITH REGISTRATION CERTIFICATE NUMBER: 25009348 ON PORTION 8 (A PORTION OF PORTION 1) OF THE FARM WILDEHOENDERKRAAL 296, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

And

REGISTERED WATER USE WITH REGISTRATION CERTIFICATE NUMBER: 25008170 ON PORTION 4 OF THE FARM UITKYK 342, REGISTRATION DIVISION HO, NORTH-WEST PROVINCE

And

**REGISTERED WATER USE WITH REGISTRATION CERTIFICATE NUMBER: 25008189 ON PORTION 5 OF
THE FARM UITKYK 342, REGISTRATION DIVISION HO,
NORTH-WEST PROVINCE**

And

PIVOTS & VARIOUS MOVABLES ASSETS TO BE SOLD INDIVIDUALLY,

**in favour of: JAN JOHANNES WENTZEL, ID NUMBER:550714 5081 088 &
IAN WENTZEL TRUST, REGISTRATION NUMBER: 20104/1998**

Subject to the following auction rules:

1. The property will be sold without reserve to the highest **BIDDER** (herein referred to as the **PURCHASER**) where confirmation takes place directly after auction subject to the way the farms are sold.
2. It is specifically recorded that the bids of both the highest bidder and the under bidder (the second highest bid) will stand and be regarded as legally binding for consideration and acceptance by the **SELLER(S)**. The decision regarding acceptance of any offer shall be entirely at the discretion of the **SELLER(S)**.
3. In the event of a dispute arising in regards to a bid made, the **AUCTIONEER** will have the discretion to put the property up for auction again and his decision will be final.
4. The **PURCHASER** shall be liable for payment of all duties, levies and taxes, calculated as from the date of possession and/or occupation, but shall not be held liable for any arrears.
5. The property is sold Voetstoots, and neither the **AUCTIONEER** nor the **SELLER** gives no guarantee as to the extent, patent or latent defects, the nature, quality or legality of improvements, or the legality of any activities practiced thereon, and will not be held liable for any damages arising from same.
6. Payment method:
 - 6.1 **10%** of the full purchase price as a deposit, by electronic transfer (EFT) simultaneously with signature of the Conditions of Sale by the **PURCHASER** or as requested by the **AUCTIONEER**, which deposit, after confirmation and deduction of expenses and fees (if applicable), will be paid over to the conveyancer's trust account.
 - 6.2 The **PURCHASER** shall be liable for payment of interest calculated at **1%** per month on the balance of the purchase price from date of possession and/or occupation (whichever occurs first) to date of registration of transfer which interest shall be deemed as occupational rent.
 - 6.3 The balance of the purchase price shall be paid or secured by means of a guarantee acceptable to the **SELLER**, within **45** days from date of confirmation, payable upon registration of transfer.
 - 6.4 The **PURCHASER** will be liable for auctioneers' commission of **6%** of the purchase price (exclusive of VAT), which is not included in the purchase price, payable simultaneously with the deposit and shall be in addition to the said deposit.
7. The **PURCHASER** shall upon demand be liable for payment of VAT which is not included in the purchase price, or Transfer Duties, whichever is applicable.
8. Possession and/or occupation will be given to and taken by the **PURCHASER** subject to any existing lease agreements, leasing, tenancy or legal or illegal occupation, on date of **registration of the transfer of the property** or as agreed upon in writing between the parties, from which date the sole risk, profit or loss of the property shall rest upon the **PURCHASER**. The **SELLER** and the **AUCTIONEER** do not guarantee vacant occupation.

9. The terms and conditions of this agreement shall constitute the sole agreement between the parties concerned and no variation or amendment thereto shall be binding unless agreed upon in writing and signed by the **SELLER** and **PURCHASER**.
10. In compliance with the National Consumer Protection Act and the Regulations thereto, Vendor Bidding is permitted at the auction, and the **SELLER, AUCTIONEER** or a Vendor Bidder representing the **SELLER** or the **AUCTIONEER** may bid up to an amount and not exceeding the Reserve Price.
11. These Rules of Auction comply with the provisions of Section 45 of the Consumer protection Act, 68 of 2008. Sub sections (1), (2) and (3) of this Section provides as follows:

“(1) In this section, “auction” includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.

(2) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.

*(3) A sale by auction is complete when the **AUCTIONEER** announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.”*