

# AGRICULTURAL CHARGES (FORMS) REGULATIONS

*(under section 17)*

*(28th July, 1967)*

## ARRANGEMENT OF REGULATIONS

### REGULATION

1. Citation
2. Interpretation
3. Prescribed forms

#### Schedule - Forms

S.I. 35, 1967,  
S.I. 14, 1968,

### 1. Citation

These Regulations may be cited as the Agricultural Charges (Forms) Regulations.

### 2. Interpretation

In these Regulations-

**"Form"** means a form prescribed in the Schedule.

### 3. Prescribed forms

For the purposes of the Act-

- (a) a certificate of indebtedness shall be in Form 1;
- (b) notice in accordance with the provisions of section 7(6) shall be in Form 2;
- (c) notice in accordance with the provisions of section 8(1) shall be in Form 3.

## SCHEDULE FORMS

*(Section 4)*

### Form 1

CERTIFICATE OF INDEBTEDNESS

AGRICULTURAL CHARGES ACT

KNOW ALL MEN WHOM IT MAY CONCERN

THAT, whereas on the .....day of ..... 20 .....

THE NATIONAL DEVELOPMENT BANK OF BOTSWANA

(hereinafter referred to as the BANK)

and

.....

(hereinafter referred to as the FARMER

residing at ..... and of postal address .....

..... and whose date of birth

or, if this is not known, whose approximate age is ..... concluded an agreement in terms of which the FARMER is indebted to the BANK in certain sums of money, and in terms of which agreement it was agreed that the Agricultural Charges Act would apply to the said agreement.

NOW THEREFORE the BANK acting through its authorized agent and the FARMER do hereby certify as correct a certificate of indebtedness as referred to in section 4 of the Act as follows-

- 1. The full names, place of residence, postal address and date of birth or approximate age of the said farmer are as set out above.
2. The place of signature of the certificate is .....
3. It is hereby acknowledged that the BANK has through its agent

.....

explained fully to THE FARMER the legal effect of making the said agreement subject to provisions of the said Act, and the FARMER hereby acknowledges himself to have fully understood the explanation and the legal effect of the said agreement being subject to the provisions of the said Act.

4. It is hereby certified by the PARTIES and acknowledged by the FARMER, that in terms of the said agreement that the FARMER

is indebted to the BANK in the sum of P ..... plus interest at ..... % repayable in equal instalments, including interest, over a period of ..... years as set out below-

Table with 5 columns: Date due, Principal, Interest, Total, Capital Outstanding. Each column has sub-columns for P and t. The table contains 6 empty rows for data entry.

Provided that if the FARMER fails to carry out any terms of the agreement in full capital and

interest shall forthwith fall due.

[i]\* 5. It is further certified and acknowledged that in terms of the said agreement the terms of section 11 of the Act apply to the said agreement and in terms of the said agreement the following assets of the farmer .....

.....  
are subject to hypothecation to the BANK in terms of the said section.

[ii]\* 6. That in terms of the said agreement, the following agricultural produce .....

.....  
may only be sold by the FARMER to any of the following buyers-

.....  
.....

Name

Address

.....  
.....  
.....

[iii]\* 7. In terms of the said agreement the BANK has the right under section 11 of the Act to take possession of .....

being movable assets of the FARMER and realize them in accordance with the provisions of that section.

SIGNED AND CERTIFIED AS CORRECT IN ACCORDANCE WITH THE AGRICULTURAL CHARGES ACT

Dated and Executed by the BANK

At ..... on the .....

Witnesses

1. ....

.....

BANK

2. ....

SIGNED AND CERTIFIED AS CORRECT IN ACCORDANCE WITH THE AGRICULTURAL CHARGES ACT

Dated and Executed by the FARMER

At ..... on the .....

Witnesses

1. ....

.....

FARMER

2. ....

Form 2

NOTICE BY THE NATIONAL DEVELOPMENT BANK TO A BUYER IN TERMS OF SECTION 7(6)

AGRICULTURAL CHARGES ACT

TO:

.....

THE REGISTRAR OF DEEDS,

AND

TO:

.....

(hereinafter referred to as "the Buyer")

TAKE NOTICE THAT WHEREAS

.....

(hereinafter referred to as the "FARMER") has entered into an Agreement with the NATIONAL DEVELOPMENT BANK OF BOTSWANA (hereinafter referred to as the "BANK") in terms of which Agreement the FARMER is indebted to the BANK in certain sums of money and whereas the FARMER has hypothecated ..... to the BANK in accordance with the provisions of the Agricultural Charges Act;

AND WHEREAS in terms of the Agreement the FARMER is restricted to selling his said livestock and or agricultural produce to certain nominated Buyers;

AND WHEREAS the FARMER has applied to the BANK for authorization to sell his agricultural produce to or through you the Buyer and whereas the BANK has agreed thereto;

NOW THEREFORE take notice that the BANK determines in terms of section 7(6) of the Agricultural Charges Act, that you are a Buyer to whom or through whom the said FARMER is authorized to sell his said agricultural produce and or livestock.

Dated at Gaborone this ..... day of ..... 20

.....

.....

*General Manager*

*(National Development Bank)*

Form 3

NOTICE BY THE NATIONAL DEVELOPMENT BANK TO A BUYER IN TERMS OF SECTION 8(1)

AGRICULTURAL CHARGES ACT

TO: .....

(hereinafter referred to as "the Buyer")

TAKE NOTICE THAT WHEREAS

.....

(hereinafter referred to as the FARMER)

has entered into an Agreement with the NATIONAL DEVELOPMENT BANK OF BOTSWANA

(hereinafter referred to as the "BANK") in terms of which Agreement the FARMER is indebted to the BANK in certain sums of money and in terms of which Agreement the FARMER has hypothecated

.....  
in favour of the BANK in terms of the Agricultural Charges Act and whereas the BANK has registered a Certificate of Indebtedness in terms of the said Act against the name of the FARMER, in the office of the Registrar of Deeds;

AND WHEREAS you the Buyer have been specified as a Buyer in terms of the said Act to whom or through whom the FARMER may sell his livestock and or agricultural produce as defined in the said Act;

AND WHEREAS the FARMER is still indebted to the BANK which debt has not been paid in terms of the Agreement entered into between the FARMER and the BANK;

NOW THEREFORE notice is hereby served on you the Buyer notifying you that moneys are owing to the BANK by the FARMER and that the BANK invokes the provisions of section 8 of the Act and that in terms of section 8(2) you are hereby required, subject to the provisions of that section, to pay to the BANK any moneys owing by you to the FARMER by reason of the sale of

.....  
which may from time to time hereafter be owing by you to the FARMER by reason of the sale of

.....  
up to an amount of ..... until the BANK notifies you in accordance with the provisions of section 8(3) of the Act that the debt owing by the FARMER is satisfied or that it no longer wishes to enforce its rights under the Act. [iv]\*

Dated at Gaborone this ..... day of ..... 20 .....

.....  
*General Manager*  
*(National Development Bank)*