



RYNCOR AUCTIONEERS

456 Jan van Riebeeck Street, Pretoria North, 0182 | PO Box 911-2461, Rosslyn 0200
VAT: 4310192895 | CK 2000/071832/23

OFFER TO PURCHASE - PROPERTY

What, if accepted, constitute a valid binding PURCHASE AGREEMENT between the parties

BUYER:

I / We, the undersigned (s):	
Company Name:	
Name and Surname:	
Identity Number:	
Marital Status:	
Physical Address:	
Postal Address:	
Telephone:	
Cell Phone:	
Email Address:	

(Hereafter referred to as the Buyer)

Hereby offer to buy from:

SELLER:

J.F Engelbrecht N.O., J.H Botha N.O. & O.R Sekati N.O. in their capacity as joint provisional liquidators of Jacobus Johannes Els 7201165037083 (in Provisional Liquidation) with Master's Reference number T000994/2019.

Physical address:

- Phula Lodge 117
- Zwavelpoort
- Pretoria

Postal address:

- P.O Box 92333, Mooikloof, 0059

E-mail: joan@iconinsolvency.co.za



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PROPERTY DESCRIPTION:	PURCHASE PRICE:
Extent of Farm Waterval 230JS <u>Erf Size:</u> +/- 1790 Hectare - 120 Ha - Irrigation Rights (per Annexure A) Breakdown of portion: - 120 Ha - Irrigation - 117 Ha - Dryland - 264 Ha - Old Lands - 43 Ha - Pasture - 1245 Ha – Grazing Main Residential Dwelling: - 4x Bedrooms - 2x Bathrooms - Lounge/Dining Room - Kitchen 2nd Residential Dwelling: - 5x Bedrooms - Kitchen - 2x Outside Rooms 3rd Residential Dwelling: - 3x Bedrooms - 2x Bathrooms - Lounge/Dining Room - Kitchen - Carport for 1 Vehicle Farm Buildings: - Structure +/- 400sqm - Semi Closed Steel Structure +/- 600sqm - Steel Structure Shed with two lean-on's and 10 labour rooms - Steel Structure +/- 1000sqm	



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WinDeed Property
MPUMALANGA, WATERVAL, JS, 230, 0

Lexis® WinDeed

Any personal information obtained from this search will only be used as per the Terms and Conditions agreed to and in accordance with applicable data protection laws including the Protection of Personal Information Act, 2013 (POPI), and shall not be used for marketing purposes.

SEARCH CRITERIA

Search Date	2021/11/30 09:41	Farm Name	WATERVAL
Reference	-	Registration Division	JS
Report Print Date	2021/11/30 09:41	Farm Number	230
Deeds Office	Mpumalanga	Portion Number	0

REGISTERED PROPERTY DETAILS

Property Type	FARM	Diagram Deed Number	T29309/2003
Farm Number	230	Registered Size	1790.9055H
Portion Number	0	Municipality	THEMBISILE LOCAL MUNICIPALITY
Farm Name	WATERVAL	Province	MPUMALANGA
Registration Division	JS	Coordinates (Lat/Long)	-25.564399 / 29.125891
Deed Office	MPUMALANGA		

OWNER INFORMATION (1)

ELS JACOBUS JOHANNES		Owner 1 of 1	
Person Type	PRIVATE PERSON	Title Deed	T7503/2016
Name	ELS JACOBUS JOHANNES	Purchase Date	2015/09/02
ID Number	7201165037083	Purchase Price (R)	26 389 000
Share (%)	-	Registration Date	2016/06/09



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PROPERTY DESCRIPTION:	PURCHASE PRICE:
Farm Waterval 230JS Portion 7 <u>Erf Size:</u> +/- 21 Hectare No Irrigation Rights (per Annexure A) Breakdown of portion: - 21 Ha - Grazing Bushveld	



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WinDeed Property
MPUMALANGA, WATERVAL, JS, 230, 7

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SEARCH CRITERIA

Search Date	2021/11/30 09:38	Farm Name	WATERVAL
Reference	-	Registration Division	JS
Report Print Date	2021/11/30 09:38	Farm Number	230
Deeds Office	Mpumalanga	Portion Number	7

REGISTERED PROPERTY DETAILS

Property Type	FARM	Diagram Deed Number	T29309/2003
Farm Number	230	Registered Size	21.4133H
Portion Number	7	Municipality	THEMBISILE LOCAL MUNICIPALITY
Farm Name	WATERVAL	Province	MPUMALANGA
Registration Division	JS	Coordinates (Lat/Long)	-25.587992 / 29.107808
Deed Office	MPUMALANGA		

OWNER INFORMATION (1)

ELS JACOBUS JOHANNES		Owner 1 of 1	
Person Type	PRIVATE PERSON	Title Deed	T7503/2016
Name	ELS JACOBUS JOHANNES	Purchase Date	2015/09/02
ID Number	7201165037083	Purchase Price (R)	26 389 000
Share (%)	-	Registration Date	2016/06/09



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PROPERTY DESCRIPTION:	PURCHASE PRICE:
<p>Farm Waterval 230JS Portion 10</p> <p><u>Erf Size:</u> +/- 117 Hectare</p> <p>- 62 Ha - Irrigation Rights (per Annexure A)</p> <p>Breakdown of portion:</p> <ul style="list-style-type: none">- 32 Ha - Irrigation- 13 Ha - Irrigable land (no equipment)- 72 Ha – Grazing	



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WinDeed Property
MPUMALANGA, WATERVAL, JS, 230, 10

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SEARCH CRITERIA

Search Date	2021/11/30 09:40	Farm Name	WATERVAL
Reference	-	Registration Division	JS
Report Print Date	2021/11/30 09:40	Farm Number	230
Deeds Office	Mpumalanga	Portion Number	10

REGISTERED PROPERTY DETAILS

Property Type	FARM	Diagram Deed Number	T133720/2006
Farm Number	230	Registered Size	117.1658H
Portion Number	10	Municipality	THEMBISILE LOCAL MUNICIPALITY
Farm Name	WATERVAL	Province	MPUMALANGA
Registration Division	JS	Coordinates (Lat/Long)	-25.584697 / 29.098760
Deed Office	MPUMALANGA		

OWNER INFORMATION (1)

ELS JACOBUS JOHANNES		Owner 1 of 1	
Person Type	PRIVATE PERSON	Title Deed	T14074/2017
Name	ELS JACOBUS JOHANNES	Purchase Date	2017/04/20
ID Number	7201165037083	Purchase Price (R)	4 000 000
Share (%)	-	Registration Date	2017/11/28



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PROPERTY DESCRIPTION:	PURCHASE PRICE:
<p>Farm Waterval 230JS Portion 20</p> <p><u>Erf Size:</u> 107 Hectare</p> <p>- 90 Ha - Irrigation Rights (per Annexure A)</p> <p>Breakdown of portion:</p> <ul style="list-style-type: none">- 77 Ha - Irrigation- 12 Ha - Irrigable land (no equipment)- 4 Ha - Dryland- 13 Ha – Grazing	



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WinDeed Property
MPUMALANGA, KLIPFONTEIN, JS, 256, 20

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SEARCH CRITERIA

Search Date	2021/11/30 09:35	Farm Name	KLIPFONTEIN
Reference	-	Registration Division	JS
Report Print Date	2021/11/30 09:36	Farm Number	256
Deeds Office	Mpumalanga	Portion Number	20

REGISTERED PROPERTY DETAILS

Property Type	FARM	Diagram Deed Number	T8495/1990
Farm Number	256	Registered Size	107.0581H
Portion Number	20	Municipality	THEMBISILE LOCAL MUNICIPALITY
Farm Name	KLIPFONTEIN	Province	MPUMALANGA
Registration Division	JS	Coordinates (Lat/Long)	-25.592986 / 29.074279
Deed Office	MPUMALANGA		

OWNER INFORMATION (1)

ELS JACOBUS JOHANNES		Owner 1 of 1	
Person Type	PRIVATE PERSON	Title Deed	T14073/2017
Name	ELS JACOBUS JOHANNES	Purchase Date	2017/04/20
ID Number	7201165037083	Purchase Price (R)	6 000 000
Share (%)	-	Registration Date	2017/11/28



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PROPERTY DESCRIPTION:	PURCHASE PRICE:
OFFER ON COMBINED PORTIONS 0, 7, 10 & 20: WITH ALL IMPROVEMENTS Farm Waterval 230JS Portion 0, 7, 10 & 20 Land Size: +/-2036 Hectare Consisting of the following: Farm Waterval 230JS Portion 7 Land Size: +/- 21 Hectare Farm Waterval 230JS Portion 10 Land Size: +/- 117 Hectare Farm Waterval 230JS Portion 20 Land Size: +/-107 Hectare Extent of Farm Waterval 230JS Portion 0 Land Size: +/-1790 Hectare	
7% Buyers Commission	
VAT @ 15%	
TOTAL	

(Hereafter referred to as PROPERTY)

The BUYER and the SELLER buy/sell in the condition in which it currently is, and the following conditions apply:

1. **SALE:**

- 1.1. The **PROPERTY** will be sold by way of a closed live auction, in the event of there being a dispute regarding any bid, irrespective of whether the bid has been knocked down, the **PROPERTY** will again be put up for auction in the sole discretion of the auctioneer.
- 1.2. The **SELLER** hereby sells the **PROPERTY** to the **PURCHASER**, subject to the conditions set out herein and as prescribed by the Insolvency Act 24 of 1936 (as amended), who purchases from the **SELLER**;
- 1.3. The properties are sold subject to the Restitution of Land Rights Act No 22 of 1994 and although the **SELLER** is not aware of any claims relating to the property the **SELLER** does not warrant that there are no claims or that claims might be instituted in the future;
- 1.4. The **SELLER** does not guarantee vacant occupation and the **PURCHASER** buys the properties subject to the Extension of Security of Tenure Act 62 of 1997. The **PURCHASER** acknowledges that he accepts the liability imposed by this Act and that the property is sold subject to any rights regarding employees that live on the property.



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2. PURCHASE PRICE:

The Purchase Price or Highest Bid of the **PROPERTY 1 to 4 as a unit or per SECTION 1 and/or 2 and/or 3 and/or 4**, being the amount of _____ (_____) must be paid as follows:

- 2.1. A **deposit of 10%** of the **PURCHASE PRICE** is payable on **DATE OF ACCEPTANCE**, by the **PURCHASER** into the account of Ryncor CC, for the benefit of the **SELLER**.

TRUST ACCOUNT DETAIL:

Ryncor CC
Absa Bank
632-005
4066462915

- 2.2. The balance of the purchase price shall be paid upon registration of transfer of the **PROPERTY** in the name of the **PURCHASER**, and pending registration of the transfer shall be secured through a suitable guarantee issued by a Financial Institution acceptable to the **SELLER**. The said Guarantee shall be delivered to the **CONVEYANCER** within **(60) sixty days** from the **DATE OF ACCEPTANCE**, which guarantee shall be payable free of exchange.

3. COSTS OF THE TRANSFER:

- 3.1. The **PURCHASER** shall be liable, in addition to the Purchase Price, for all costs of registration of Transfer of the **PROPERTY** including but not limited to: (if applicable) transfer duty, revenue stamps, mortgage loan costs, attorneys fees, deeds office registration fees, such proportion of the assessment rates levied by the Local Authority as may be due, or such proportion of charges and levies as may be due to a Home Owners Association or Body Corporate (all from **DATE OF EARLY OCCUPATION** of this offer until the date of registration of Transfer), which amounts shall be paid immediately upon demand by the **CONVEYANCER**, to the **CONVEYANCER**, and the conveyancing shall only commence after such costs have been paid by the **PURCHASER**.
- 3.2. The **PURCHASER** shall furthermore, in addition to the **PURCHASE PRICE**, be responsible for the payment of **VAT** should the above insolvent be a registered **VAT** vendor, regardless of whether he was aware of this fact on the date of signature hereof by himself.

4. TRANSFER:

The transfer shall be affected by the **CONVEYANCER** nominated by the **SELLER** and shall be given to and taken by the **PURCHASER** after the **PURCHASER** has complied with clauses 2, 3, and 4 hereof.



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5. OCCUPATION:

- 5.1. Occupation will be given on the date of acceptance of the offer, alternatively, the **PURCHASER** can choose to take occupation on the date of registration of transfer.
- 5.2. From the date of occupation, the **PURCHASER** shall be liable for all municipal rates, taxes, consumption charges, insurance premiums and/or fees and levies payable on the **PROPERTY**, and from which date the **PROPERTY** shall be the sole risk, profit, or loss of the **PURCHASER**. Should the **SELLER** have made any payment of such a nature for a period after the date of possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.
- 5.3. The risk in and to the **PROPERTY** shall pass to the **PURCHASER** upon the date of occupation, or the date of registration of the transfer, whichever shall occur first. Despite the aforesaid, ownership in and to the **PROPERTY** shall only pass to the **PURCHASER** upon registration of the **PROPERTY** in the **PURCHASER'S** name.
- 5.4. The **PURCHASER** shall not be entitled to make any alterations or additions to the **PROPERTY** before the date of registration of transfer. The **PURCHASER** shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the **PROPERTY** and restore it to the **SELLER** in the same condition as when the **PURCHASER** took possession. The **PURCHASER** will have no claims whatsoever against the **SELLER** arising out of any alterations or additions made to the **PROPERTY** by the **PURCHASER**.
- 5.5. If the **PROPERTY** is leased, this Agreement is entered into and subject to the rights of the tenant under any existing Lease Agreement, statutory provisions, or the Common Law. The **SELLER** cannot guarantee the vacant occupation of the properties.
- 5.6. Should the Purchase price be paid in full to the Seller's Attorney and the Mortgagee under any bond registered against the property consent in writing to the **PURCHASER** taking possession of the **PROPERTY** before registration of transfer, the **PURCHASER** shall pay occupational interest to the **SELLER**, calculated at the **rate of 1% per month** on the Purchase Price. The occupational interest is payable in advance on the first day of each calendar month, save for the first payment which shall be due on the date of occupation, and shall be payable pro rate, for the remaining portion of that calendar month. Occupational interest shall be paid by **PURCHASER** directly to the **SELLER'S** attorney.

6. RATES AND TAXES

- 6.1. The **SELLER** shall be liable for all rates, levies, taxes and other Municipal charges levied on the **PROPERTY** until the date of occupation of the **PROPERTY** and the **PURCHASER** shall be liable for rates, levies, taxes, and other Municipal charges thereafter.



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- 6.2. The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates, taxes, and other Municipal charges paid in advance by the **SELLER** for the period after registration of transfer, which refund shall be paid on registration of transfer.

7. VOETSTOOTS:

The **PROPERTY** is purchased and sold Voetstoots and the **SELLER** shall not be liable for any defects, patent, latent, or otherwise in the **PROPERTY** nor for any damage occasioned to or suffered by the **PURCHASER** because of such defect. The **PURCHASER** admits having inspected the **PROPERTY** to his satisfaction and that no guarantees or warranties of any nature were made by the **SELLER** or his **AGENT** regarding the condition or quality of the **PROPERTY** or any of the improvements thereon or accessories thereof.

The **PROPERTY** is sold as described in the existing title deed or deeds thereof and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deed(s) or prior deed(s). The **SELLER** shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the **SELLER** benefit by any surplus in extent.

The **SELLER** shall not be required to indicate to the **PURCHASER** the position of the beacons or pegs upon the **PROPERTY** and/or boundaries thereof, nor shall the **SELLER** be liable for the costs of locating same.

8. NOMINEE (if applicable):

The **PURCHASER** shall be entitled, by notice in writing to the **SELLER**, to nominate a nominee in his place as **PURCHASER**, upon the following terms and conditions:

- 8.1. the aforesaid notice shall be handed to the **SELLER** by no later than close of business on the **DATE OF ACCEPTANCE**;
- 8.2. the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;
- 8.3. the notice shall be accompanied by the nominee's written acknowledgment;
- 8.4. That it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgment; and
- 8.5. That it is bound by the provisions of this agreement as to the **PURCHASER**;
- 8.6. Should the **PURCHASER** nominate a nominee in terms of this clause, then:
 - 8.6.1 all references to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
 - 8.6.2 the **PURCHASER** by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor in solidum, for and on behalf of all the obligations



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of the aforesaid nominee as **PURCHASER**, to and in favor of the **SELLER**, for all the **PURCHASER'S** obligations under this agreement, including damages, and renounces the benefits of division and excursion.

9. DOMOCILIUM:

The **SELLER** and **PURCHASER** select as their respective *domicilia citandi et executandi* for all purposes hereunder the addresses set out in Clause 1.

Any notice dispatched to the **SELLER** or **PURCHASER** by prepaid registered post or facsimile to the parties' said *domicilium citandi et executandi* shall be deemed to have been received by such a party 7(SEVEN) days from date of dispatch thereof.

10. PROHIBITION:

The **PURCHASER** shall not, before the date of registration of the transfer, be entitled to sell the **PROPERTY** or to cede, assign, or makeover his rights in terms hereof, or to give notice of cancellation of an existing lease, without the prior written consent of the **SELLER**.

11. JURISDICTION:

11.1. To resolve any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court or any other court with jurisdiction or a court otherwise competent and with jurisdiction over the person of the parties in that each of them resides carries on business or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court under Section 45 of the Magistrates' Court Act 32 of 1944 or any amendment thereof provided that the **SELLER** shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the magistrate's court.

11.2. In the event of the **SELLER** instructing its Attorneys to institute any proceedings against the **PURCHASER** for payment of the purchase price, interest, and other monies due by the **PURCHASER** hereunder or the performance by the **PURCHASER** of any of the terms and conditions herein, then the **PURCHASER** agrees that he shall be liable for and shall pay any such legal costs on the scale as between the Attorney and own Client.

12. BREACH:

In the event of the **PURCHASER** being in breach of any of the terms or conditions contained herein, and remaining in default for 7 (SEVEN) days after dispatch of a written notice by registered post or by facsimile



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requiring him to remedy such breach, the **SELLER** shall be entitled to, and without prejudice to any other rights available at law:

- 12.1. claim immediate payment of any amount due by the **PURCHASER**; and/or
- 12.2. declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or
- 12.3. cancel the agreement without any further notice, and retain all amounts paid by the **PURCHASER** as "Rouwkoop" by way of liquidated damages and the **PURCHASER** hereby authorizes any third party holding such monies to pay the same to the **SELLER**, or the **SELLER** shall have the right to claim damages from the **PURCHASER**, which damages shall not be limited to the amount of any monies paid by the **PURCHASER** and shall be entitled to sell the **PROPERTY** immediately or when it may think fit, either by private treaty or by public auction, and to recover from the **PURCHASER** any loss which it may suffer as a result of such re-sale and the **PURCHASER** shall not be entitled to any gain which the **SELLER** may derive therefrom.

13. AUCTIONEERS COMMISSION:

- 13.1 Commission calculated at 7 % of the purchase price plus VAT (if applicable), in the amount of R _____ will be due and payable by the **PURCHASER** to the **AUCTIONEER** immediately upon the acceptance by the **SELLER**. It is further recorded that no bridging of **AUCTIONEER'S** commission and/or any part thereof shall be permitted.
- 13.2 If the commission is not paid by the **PURCHASER** to the **AUCTIONEER** in terms hereof for any reason whatsoever, the **SELLER** hereby instructs his attorneys to pay the commission or balance thereof, whichever may be applicable, to the **AUCTIONEER** as a first draw from the proceeds of this sale, against registration of transfer of the property into the name of the **PURCHASER**.
- 13.3 The **AUCTIONEER** warrants that he did not contravene Sections 29, 40, or 41 of the Consumer Protection Act, Act 68 of 2008 and indemnifies the **SELLER** in this respect against any claim(s) by the **PURCHASER**

14. VARIATION:

This agreement constitutes the whole and only agreement between the **SELLER** and the **PURCHASER** and no alteration or variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorized **AGENTS**. Any representations, warranties, or undertakings made or given by the **SELLER** or its **AGENTS** other than those contained herein shall be of no force or effect whatsoever.



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15. PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OF THE PURCHASER (if applicable):

The representative of the **PURCHASER**, by his signature hereto, hereby interposes and binds himself in favor of the **SELLER**, jointly and severally as surety for and co-principal debtor in solidum with the **PURCHASER** for the due and timeous performance by it of all of its obligations as **PURCHASER** in terms of this Agreement and hereby renounces the benefit of excursion and division.

If this Agreement is concluded with more than one **PURCHASER**, the liability of such **PURCHASERS** to the **SELLER** shall be joint and several *in solidum*.

16. MARITAL STATUS OF PURCHASER:

The **PURCHASER** warrants that his marital status is as outlined in the schedule annexed hereto and, further that the information contained in such schedule is true and correct in every respect.

17. WAIVER:

Notwithstanding any express or implied provisions of this Agreement of Sale to the contrary, any latitude or extension of time which may be allowed by the **SELLER** in respect of any matter or thing that the **PURCHASER** is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the **SELLER'S** rights at any time, and without notice, to require strict and punctual compliance with each provision or term hereof.

18. CERTIFICATES TO BE OBTAINED:

The **PURCHASER** shall at his own cost obtain:

- 18.1. A certificate of compliance with Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
- 18.2. A certificate to the effect that the improvements on the property are free from infestation by timber destroying insects, if specifically required by a financial institution;
- 18.3. A certificate of the occupation of the property (if applicable).
- 18.4. A SPLUMA certificate of the property (if applicable).



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19. SPECIAL CONDITIONS

- 19.1. Should the **SELLER** not accept the sale, this document is deemed *pro non scripto*.
- 19.2. The **TRUSTEE** reserves the right to decline the offer and will be under no obligation to accept such an offer. No reason for this decision needs to be supplied, and the **TRUSTEE** further reserves the right to accept any other offer that may be received in respect of this **PROPERTY**.
- 19.3. In the event of a higher offer being received before the date of confirmation, it will be dealt with by the **AUCTIONEER** on the same terms and conditions with the exception that the original **PURCHASER** will have the right to equal the offer which will have preference over the higher offer that was made.

Signed at _____ on the _____ day of _____ 2022

AS WITNESSES:

1. _____

PURCHASER

2. _____

1. _____

2. _____



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1. _____

2. _____

SELLER
JOHAN FRANCOIS ENGELBRECHT N.O.
JOINT-LIQUIDATOR

1. _____

2. _____

SELLER
JOACHIM HENDRIK BOTHA N.O.
JOINT-LIQUIDATOR

SELLER
ORIEL RAMPOKOKENG SEKATI N.O.
JOINT-LIQUIDATOR