



AUCTION SALE

**LIVE LIQUIDATION AUCTION -
WATERVAL 230 JS & KLIPFONTEIN 256 JS
AUC 123-05-22**

Master Reference Number: T000994/2019

**AUCTION STARTS:
Thursday 19 May 2022 at 11h00 &
Viewing from 09h00**

***Venue: Waterval 230 JS & Klipfontein 256 JS, Thembisile
R 20,000.00 Refundable Registration Fee (STRICTLY NO CASH)
(Please use Company name or Bidders name as reference)***

Bank: ABSA

Branch: Pretoria North

Branch code: 632005

Account Number: 4066462915

Viewing by appointment only -

Call Werner: Cell 082 578 5324 or Jacques: Cell 082 441 2052

Tel: 012 546 8409 / 11 | Fax: 086 696 5471

www.ryncor.com | info@ryncor.com

**456 Jan van Riebeeck Street, Pretoria North
PO Box 911-2461, Rosslyn, 0200**



TERMS & CONDITIONS OF THE PROPERTY

Duly instructed thereto by:

**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**

(Hereinafter referred to as the "SELLER")

Ryncor will sell the property described as:

Waterval 230 JS & Klipfontein 256 JS, Thembisile

(Hereinafter referred to as the "PROPERTY")

This auction is subject to the following terms and conditions:

- 1 1.1. The PROPERTY will be sold to the highest accepted bid subject to confirmation by the SELLER, which confirmation or refusal will be given without furnishing any reasons, within 60 (SIXTY) days from date of the sale.
- 1.2. 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.
- 1.3. The PROPERTY will be sold by way of auction, in the event of there being a dispute regarding any bid, irrespective whether the bid has been knocked down, the PROPERTY will again be put up for auction in the sole discretion of the auctioneer.
- 1.4. Once a bid has been submitted it cannot be withdrawn unless a mistake has been made by the auctioneer, which upon discovery will be rectified immediately.
- 1.5. The SELLER reserves the right to refuse any bid.

2 CONDITIONS OF PAYMENT:

2.1. A cash deposit of **10% (TEN PERCENT) Plus VAT if applicable** of the purchase price upon signature hereof, and payable to the auctioneer free of bank charges at Pretoria.

2.2. A further **7% (SEVEN PERCENT) Plus VAT** is payable upon date of acceptance of the purchasers offer hereof towards buyers commission.

2.3 Example: Payment structure will be as follows for successful bidder :-

Purchase Price	R 500,000.00
10% Deposit	R 50,000.00 (On the day of the auction (19/05/2022))
7% Buyers Commission	R 35,000.00 (+ 15% VAT on Buyers Commission) (Date of acceptance)

Bank:	ABSA
Branch:	Pretoria North
Branch code:	632005
Account Number:	4066462915

Please state your reference number (Example: AUC 001) as shown on the Pro-Forma Invoice on all payments made to this account and fax or email proof of payment to 086 696 5471 / info@ryncor.com

All cash deposits including ATM cash deposits into this account are subject to a "Cash Deposit Fee" of R1.60 per R100.00

2.4. The balance upon registration of transfer of the PROPERTY in the name of the PURCHASER for which the PURCHASER will be obliged to furnish a bank guarantee, acceptable to the SELLER, within **30 (THIRTY) days** after confirmation of the sale, which guarantee will be payable to the SELLER or his nominee for the full balance of the purchase price together with interest.

2.5 Should the Buyer fail to proceed to pay the full amount or cancel his bid, Ryncor Auctioneers will be entitled to a penalty fee amounting to 20% of the bid amount from the Buyer, as compensation for admin costs. If the payment of the penalty fee is not forthcoming, the BUYERS name will be added to the RYNCOR DEFAULTERS LIST.

SIGNED: DATE:



- 3 The PURCHASER will also pay transfer costs, including VAT thereon, VAT or Transfer Duty (whichever is applicable) on the purchase price, to the conveyancers effecting transfer on demand and transfer of the PROPERTY will be given to the PURCHASER within a reasonable period after payment of the costs and compliance with Clause 2 hereof
- 4 As soon as the PURCHASER has guaranteed the full purchase price and paid all the costs and disbursements as mentioned above, the PROPERTY will be transferred into the name of the PURCHASER which transfer will be affected by the conveyancers nominated by RYNCOR AUCTIONEERS.
- 5 Should the PURCHASER fail to comply with any terms and conditions of this agreement, the SELLER will be entitled, but not obliged, to summarily cancel this agreement without giving any notice to the PURCHASER. In the event of such cancellation the PURCHASER will forfeit the deposit as roukoop and/or liquidated damages and the SELLER will be entitled to sell the property by public auction or private treaty at the risk and expense of the PURCHASER, any loss which may arise as a result of such re-auction will be paid by the PURCHASER. The PURCHASER will, however, not benefit by any profit which may arise out of the re-auction.
- 6 The PROPERTY is sold "voetstoots" as it stands and as described in the existing Title Deed thereof and subject to all the registered servitudes and conditions therein mentioned or referred to. The PURCHASER acknowledges that no warranties or representations were made to him with regard to the PROPERTY neither by means of advertisements or otherwise, that he has inspected the PROPERTY, is satisfied therewith and that this agreement constitutes the only comprehensive agreement between the parties. The SELLER will not be held liable for any defects, latent, visible or otherwise. Neither the SELLER nor the PURCHASER will be responsible should it later transpire that the extent of the PROPERTY differs from the extent given.
- 7 Possession and occupation of the PROPERTY will be given to the PURCHASER on confirmation by the SELLER from which date the risk of profit and loss will be for his account and from which date he will be responsible for all rates and duties payable in respect of the property and if such rates and duties have been prepaid he will be obliged to refund that portion to the SELLER. The SELLER can not guarantee vacant occupation of the property.
- 8 Neither the SELLER nor the auctioneer is obliged to point out the beacons or borders of the PROPERTY.
- 9 The parties hereto are bound to the terms of this agreement pending confirmation by the SELLER.
- 10 The PURCHASER will immediately after the auction sale, sign these Conditions of Sale and if he bought as representative he will make known his principals, credentials and authority. In the event of the PURCHASER not being constituted or not ratifying or confirming the PURCHASER'S acts in so far as this agreement is concerned, or not complying with its obligations in terms of this agreement, then and in that event the signatory to this agreement will be personally liable for the due compliance and fulfillment of all the obligations imposed in terms of this agreement.
- 11 The PURCHASER acknowledges that he has undertaken to obtain at his own expense the necessary Electrical Certificate of Compliance by an accredited person in terms of the Machinery and Occupational Safety Act, No 6 of 1983. Should any repairs be required to comply with the act, the cost of such repairs will be for account of the PURCHASER.
- 12 All outstanding Rates & Taxes, Water & Electricity account will be settled by the SELLER.
- 13 The PROPERTY is sold subject to the Restitution of Land Rights Act No 22 of 1994 (as amended) and although the SELLER is not aware of any claims relating to the PROPERTY, he does not warrant that any claims might be instituted and the PURCHASER accepts the risk of any possible claims.
- 14 In the event of the PROPERTY being incorrectly described, then such fault will not be binding on the parties but the description in the SELLER'S Title Deed will prevail and the parties agree to the rectification of this agreement to agree with the intention of the parties.
- 15 In the event of the SELLER, being registered for VAT, then VAT will be added to the purchase price as shown in these Conditions of Sale. The purchase price as shown in these Conditions of Sale will be the purchase price exclusive of VAT.
- 16 No amendment to this agreement will be valid unless it is reduced to writing and Signed by both parties.
- 17 This auction is subject to the approval of the client.
I/we hereby confirm that I/we have read, understand and agree to the terms and conditions of this auction.

SIGNED: DATE:



POPI CONSENT REGISTRATION OF TENDERS

I/We _____ hereby agree to provide our personal information to Ryncor Auctioneers, on the express understanding that:

1. This constitutes our consent, as required under Section 11 (1) (a) of the Protection of Personal Information Act 4 of 2013 ("POPI").
2. The tender processing and finance staff of Ryncor Auctioneers will have access to our personal details which have been furnished to them for the purpose of attending to the registration of a tender over the assets referred in the tender document.
3. Ryncor Auctioneers are authorized to release our personal information to the seller, as well as any other Related Party/Parties, solely for the purposes of this transaction.
4. The personal data will be used only for the purposes in 2 and 3 above of this consent.
5. Ryncor Auctioneers will in addition to its POPI compliance store our details, as provided for and specified by the Legal Practice Council from time to time.
6. I/We hereby consent to receive Newsletters and/or other useful information from Ryncor Auctioneers in the future.

Signature



REGISTRATION FORM

Declaration of agreement by the undersigned with the general terms and conditions of this auction.

I/We, the undersigned _____, hereby submit to you the
the following irrevocable bid(s), without any restrictions according to the general terms and
conditions of this auction sale by this, to purchase the materials / property as follows:

*** PLEASE COMPLETE ALL THE REQUESTED FIELDS BELOW IN CAPITAL LETTERS**

NAME OF COMPANY:

NAME AND SURNAME:

COMPANY VAT REGISTRATION NUMBER:

ID NUMBER AND COPY OF ID DOCUMENT:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

CODE:

COUNTRY:

TELEPHONE NUMBER (BUSINESS HOURS):

MOBILE TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

BANK DETAILS FOR RETURN OF DEPOSITS:

ACCOUNT HOLDER NAME:

ACCOUNT TYPE:

BANK:

BRANCH:

BRANCH CODE:

ACCOUNT NUMBER:

SIGNATURE:

COMPANY STAMP:

DATE:

TIME:

PLACE:

Waterval 230 JS & Klipfontein 256 JS, Thembisile		
LOT NO	BU NO.	DESCRIPTION
Lot 001	JJELS/T1307/2019/0001/21	<u>OFFER ON PORTION 7:</u> Farm Waterval 230JS Portion 7 Land Size: +/- 21 Hectare No Irrigation Rights <u>Breakdown of portion:</u> - 21 Ha - Grazing Bushveld
Lot 002	JJELS/T1307/2019/0002/21	<u>OFFER ON PORTION 10:</u> Farm Waterval 230JS Portion 10 Land Size: +/- 117 Hectare 62 Ha - Irrigation Rights <u>Breakdown of portion:</u> - 32 Ha - Irrigation - 13 Ha - Irrigable land (no equipment) - 4 Ha - Dryland - 71 Ha - Grazing
Lot 003	JJELS/T1307/2019/0003/21	<u>OFFER ON PORTION 20:</u> Farm Klipfontein 256 JS Portion 20 Land Size: +/- 107 Hectare 90 Ha - Irrigation Rights <u>Breakdown of portion:</u> - 77 Ha - Irrigation - 12 Ha - Irrigable land (no equipment) - 4 Ha - Dryland - 13 Ha - Grazing
Lot 004	JJELS/T1307/2019/0004/21	<u>OFFER ON PORTIONS 0:</u> Extent of Farm Waterval 230JS Portion 0 Land Size: +/- 1790 Hectare 120 Ha - Irrigation Rights <u>Breakdown of portion:</u> - 120 Ha - Irrigation - 117 Ha - Dryland - 264 Ha - Old Lands - 43 Ha - Pasture - 1245 Ha – Grazing <u>Main Residential Dwelling:</u> - 4x Bedrooms - 2x Bathrooms - Lounge/Dining Room - Kitchen <u>2nd Residential Dwelling:</u> - 5x Bedrooms - Kitchen - 2x Outside Rooms <u>3rd Residential Dwelling:</u> - 3x Bedrooms - 2x Bathrooms - Lounge/Dining Room - Kitchen - Carport for 1 Vehicle <u>Farm Buildings:</u> - Structure +/- 400sqm - Semi Closed Steel Structure +/- 600sqm - Steel Structure Shed with two lean-on's and 10 labour rooms - Steel Structure +/- 1000sqm

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

Signature

Waterval 230 JS & Klipfontein 256 JS, Thembisile		
LOT NO	BU NO.	DESCRIPTION
Lot 005	JJELS/T1307/2019/0005/21	<p><u>OFFER ON COMBINED PORTIONS 0, 7, 10 & 20:</u></p> <p><u>WITH ALL IMPROVEMENTS</u></p> <p>Farm Waterval 230JS Portion 0, 7 & 10 & Klipfontein 256JS Portion 20 Land Size: +/- 2035 Hectare</p> <p><u>Consisting of the following:</u></p> <p>Farm Waterval 230JS Portion 7 Land Size: +/- 21 Hectare</p> <p>Farm Waterval 230JS Portion 10 Land Size: +/- 117 Hectare</p> <p>Farm Klipfontein 256JS Portion 20 Land Size: +/- 107 Hectare</p> <p>Extent of Farm Waterval 230JS Portion 0 Land Size: +/- 1790 Hectare</p>

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

Signature