



# PROPERTY TENDER SALE

FAIRLAND - PRIME OFFICE SPACE  
(2974 SQM)  
GEM 960-10-21

*VIEWING ONLY BY APPOINTMENT*

*Property located at:*

*Fairland House, 193 Smit Street, Fairland*

**Contact - Werner Rynners - Cell: 082 578 5324**

***R 20,000.00 Refundable Registration Fee***

*(Please use Company name or Tenderers name as reference)*

*Only refundable fees into this account!!*

*Bank: ABSA*

*Branch: Pretoria North*

*Branch code: 632005*

*Account Number: 4066462915*

**Closing Date Extended: Friday 29 October 2021 at 12h00**

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

[www.ryncor.com](http://www.ryncor.com) | [info@ryncor.com](mailto:info@ryncor.com)

456 Jan van Riebeeck Street, Pretoria North

PO Box 911-2461, Rosslyn, 0200



## **TERMS & CONDITIONS OF TENDER SALE**

Duly instructed thereto by:

### **THE CLIENT**

(Hereinafter referred to as the "SELLER")

Ryncor will sell the property described as:

**Fairland House, 193 Smit Street, Fairland**

(Hereinafter referred to as the "PROPERTY")

This sale is subject to the following terms and conditions:

1.

1.1. The PROPERTY will be sold to the highest accepted tenderer subject to confirmation by the SELLER, which confirmation or refusal will be given without furnishing any reasons, within 21 (TWENTY ONE) 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 tender, 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 tender in the sole discretion of the auctioneer.

1.4. Once a tender has been submitted it cannot be withdrawn unless a mistake has been made by the auctioneer, which on discovery will be rectified immediately.

1.5. The SELLER reserves the right to refuse any bid.

2.

### **CONDITIONS OF PAYMENT:**

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

2.2. 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.

3.

The PURCHASER will also pay transfer costs, including VAT thereon, VAT or Transfer Duty (whichever is applicable) on the purchase price, to the attorneys 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.

On approval of the Tender, the PURCHASER will pay the auctioneer's commission of **7,5% (SEVEN POINT FIVE PERCENT)** of the purchase price together with VAT.

5.

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 attorneys nominated by the AUCTIONEER (PRINSLOO ATTORNEYS).

SIGNED: ..... DATE: .....

**6.**

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 tender or private treaty at the risk and expense of the PURCHASER, any loss which may arise as a result of such re-tender will be paid by the PURCHASER. The PURCHASER will, however, not benefit by any profit which may arise out of the re-tender.

**7.**

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.

**8.**

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.

**9.**

Neither the SELLER nor the auctioneer is obliged to point out the beacons or borders of the PROPERTY.

**10.**

The parties hereto are bound to the terms of this agreement pending confirmation by the SELLER.

**11.**

The PURCHASER will immediately after the tender 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.

**12.**

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.

**13.**

13.1. 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 Tender sale 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 tender sale.

SIGNED: ..... DATE: .....



## TENDER REGISTRATION FORM

**Declaration of agreement by the undersigned with the general terms and conditions of this tender sale.**

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 tender sale by this, to purchase the materials as follows:

**\* PLEASE COMPLETE ALL THE REQUESTED FIELDS BELOW IN CAPITAL LETTERS  
TO PREVENT BID CANCELLATION**

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:

TENDER ITEMS			
LOT NO	PRODUCT NO	DESCRIPTION	AMOUNT IN RAND (Excluding 15% VAT (If Applicable) & 7,5% Buyer's Commission)
Lot 001	GEM/FAIRLAND/0001/21	<p>FAIRLAND, RANDBURG – COMMERCIAL PROPERTY PRIME OFFICE SPACE IN FAIRLAND Address: Fairland House, 193 Smit Street, Fairland Township: Fairland Erf Number: 239 Title Deed Nr.: T62513/2001 Erf Size: 2974 Sqm</p> <p><u>Ground Floor (578m²)</u> – 8 Offices (can be changed) – Male and female ablutions</p> <p><u>First Floor (795m²)</u> – 10 Large offices (can be changed) – Male and female ablutions</p> <p><u>Second Floor (795m²)</u> – 21 offices (can be changed) – Reception area – 2 x file rooms – Kitchen – Male and female ablutions</p> <p><u>Outbuildings:</u> – Male and female ablutions – Guardhouse – 26 Undercover carports with lockable roller doors.</p>	

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

\_\_\_\_\_  
Signature