



CLOSED TENDER SALE

WATERVAL 230 JS & KLIPFONTEIN 256 JS
IN LIQUIDATION

MASTER REFERENCE NUMBER: T000994/2019

TENDER REFERENCE NUMBER: ICO 1024-01-22

VIEWING STRICTLY BY APPOINTMENT

Location:

Waterval 230 JS & Klipfontein 256 JS, Thembisile

Viewing by appointment only -

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

Offers must be sealed in an envelope and hand delivered to:

456 Jan van Riebeeck Street, Pretoria North, 0182

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: Friday 28 January 2022 at 12h00

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



CLOSED 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:

WATERVAL 230 JS & KLIPFONTEIN 256 JS IN LIQUIDATION			
LOT NO	BU NO.	DESCRIPTION	AMOUNT IN RAND (Excluding VAT & Buyer's Commission)
Lot 001	JJELS/T1307/2019/0001/21	<p>OFFER ON PORTION 7: Farm Waterval 230JS Portion 7 Land Size: +/- 21 Hectare</p> <p>No Irrigation Rights</p> <p><u>Breakdown of portion:</u> - 21 Ha - Grazing Bushveld</p>	
Lot 002	JJELS/T1307/2019/0002/21	<p>OFFER ON PORTION 10: Farm Waterval 230JS Portion 10 Land Size: +/- 117 Hectare</p> <p>62 Ha - Irrigation Rights</p> <p><u>Breakdown of portion:</u> - 32 Ha - Irrigation - 13 Ha - Irrigable land (no equipment) - 4 Ha - Dryland - 71 Ha - Grazing</p>	
Lot 003	JJELS/T1307/2019/0003/21	<p>OFFER ON PORTION 20: Farm Klipfontein 256 JS Portion 20 Land Size: +/- 107 Hectare</p> <p>90 Ha - Irrigation Rights</p> <p><u>Breakdown of portion:</u> - 77 Ha - Irrigation - 12 Ha - Irrigable land (no equipment) - 4 Ha - Dryland - 13 Ha - Grazing</p>	
Lot 004	JJELS/T1307/2019/0004/21	<p>OFFER ON PORTIONS 0: Extent of Farm Waterval 230JS Portion 0 Land Size: +/- 1790 Hectare</p> <p>120 Ha - Irrigation Rights</p> <p><u>Breakdown of portion:</u> - 120 Ha - Irrigation - 117 Ha - Dryland - 264 Ha - Old Lands - 43 Ha - Pasture - 1245 Ha – Grazing</p> <p><u>Main Residential Dwelling:</u> - 4x Bedrooms - 2x Bathrooms - Lounge/Dining Room - Kitchen</p> <p><u>2nd Residential Dwelling:</u> - 5x Bedrooms - Kitchen - 2x Outside Rooms</p> <p><u>3rd Residential Dwelling:</u> - 3x Bedrooms - 2x Bathrooms - Lounge/Dining Room - Kitchen - Carport for 1 Vehicle</p> <p><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</p>	

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

Signature



RYNCOR BK CK 2000/071832/23
VAT Reg No: 4310192895
456 Jan van Riebeeck Street, Pretoria North, 0182
P.O. Box 911-2461, Rosslyn, 0200
Tel: (012) 546 8409 / (012) 546 8411
Fax: 086 696 5471
E-mail: info@ryncor.com Website: www.ryncor.com

TERMS & CONDITIONS

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 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.
- 1.2. Offers must be sealed in an envelope and placed in the tender box at 456 Jan van Riebeeck Street, Pretoria North, 0182 no later than 28 JANUARY 2022 AT 12:00 PM.
- 1.3. Access to the tender box will be gained on Monday – Thursday between 7:00 am till 16:00 and Friday between 7:00 am till 12:00 pm.
- 1.4. 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;
- 1.5. 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;
- 1.6. 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 acknowledge 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.

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 by means of 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.



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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 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 date of signature hereof by himself.

4. TRANSFER:

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

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.



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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 vacant occupation of the properties.

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 date of occupation of the PROPERTY and the PURCHASER shall be liable for rates, levies, taxes and other Municipal charges thereafter.

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 by reason 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 acknowledgement;
- 8.4. That it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and
- 8.5. That it is bound by the provisions of this agreement as the PURCHASER;



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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 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 excussion.

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, prior to the date of registration of the transfer, be entitled to sell the PROPERTY or to cede, assign or make over 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. For the purpose of resolving 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 pursuant to 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 for 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

11.3. such legal costs on the scale as between the Attorney and own Client.



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12. BREACH:

In the event of the PURCHASER being in breach of any of the terms or conditions contained herein, and remain in default for 7 (SEVEN) days after dispatch of a written notice by registered post or by facsimile 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 authorises any third party holding such monies to pay the same to the SELLER, or alternatively, 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 there from.

13. AUCTIONEERS COMMISSION:

- 12.1 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.
- 12.2 If 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.
- 12.3 The AUCTIONEER warrants that he did not contravene Sections 29, 40 or 41 of the Consumer Protection Act, Act 68 of 2008 and furthermore 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.

15. PERSONAL SURERTYSHIP 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 set forth in the schedule annexed hereto and, further that the information contained in such schedule is true and correct in each and 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 and every 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. This agreement is subject to the approval of the sale by the Master of the High Court in terms of Section 18(3) and/or Section 80(bis) of the Insolvency Act 24 of 1936. If such approval is not applicable, then subject to the Acceptance of the Agreement by the TRUSTEES upon the adoption of the Resolutions authorizing him to do so at the Second Meeting of Creditors of the mentioned Insolvent Estate.
- 19.2. Should the SELLER not accept the sale, this document is deemed *pro non scripto*.
- 19.3. If the sale is accepted by the Master of the High Court, the TRUSTEE reserves the right to decline the offer, and will be under no obligation to accept such 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.
- 19.4. By signing this agreement, the PURCHASER consent that this offer shall be deemed to be an irrevocable offer open for acceptance by the SELLER for FOURTEEN (14) days from SIGNATURE DATE.

Signed at _____ on the _____ day of _____ 2022

SIGNATURE