

# **TENDER SALE**

# NORTH WEST -COMPLETE MAIZE MEAL MILLING PLANT

# WNN 1071-03-22

# **VIEWING STRICTLY BY APPOINTMENT**

## **Property located at:**

**85 Thabo Mbeki Street, Lichtenburg, North West** Viewing by appointment only - Call Werner: 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

> Tel: 012 546 8409 / 11 | Fax: 086 696 5471 <u>www.ryncor.com</u> | <u>info@ryncor.com</u> 456 Jan van Riebeeck Street, Pretoria North PO Box 911-2461, Rosslyn, 0200



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

Tender Document - North West - Complete Maize Meal Milling Plant - WNN1071-03-22



### **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 DETIALS FOR RETURN OF DEPOSITS:
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#### **ACCOUNT HOLDER NAME:**

#### ACCOUNT TYPE:

BANK:

BRANCH:

#### \_\_\_\_\_

**BRANCH CODE:** 

#### ACCOUNT NUMBER:

SIGNATURE:	COMPANY STAMP:	COMPANY STAMP:	
DATE:	TIME:	PLACE:	

TENDER ITEMS				
LOT NO	BU NO.	LOCATION DESCRIPTION	CAPACITY	AMOUNT IN RAND (Excluding VAT & Buyer's Commission)
_ot 001	WILLOWTON/0001/22	Complete Maize Milling Plant Consisting of:		(Excluding var & buyer's commission)
		Offer submitted as a going concern		
		<b>Intake</b>		
		**Silo 1	950	
		**Silo 2	950	
		**Silo 3	950	
		Mill A		
		Mill Capacity	8tph	
		Holding Bins		
		**Dirty Bin	60	
		**Conditioning 1	60	
		**Conditioning 2	60	
		Bulk Finished Product		
		<b>**Bin 10 Bulk Fines</b>	95	
		**Bin 11 Bulk Super	95	
		<b>**Bin 12 Bulk Super</b>	95	
		Mill C		
		Mill Capacity	3tph	
		Holding Bins		
		**Dirty Bin	25	
		**Conditioning Bin	25	
		Bulk Finished Product		
		<b>**Bulk Super 1</b>	65	
		**Bulk Super 2	65	
		Mill D & Isigayo		
		Mill Capacity - Mill D	6tph	
		Mill Capacity - Isigayo	4tph	
		Holding Bins		
		**Conditioning 1 - Outside Mill	57	
		<b>**Conditioning Bins Inside x 3</b>	45	
		Bulk Finished Product		
		<b>**Super Bins x 2</b>	130	
		**Fines Bin	65	
		Packing Bins		
		Carousels		
		**Bulk Super	32	
		<b>**Line C Super Bulk</b>	8	
		**Paper Bulk Super	8	
		Warehouse Capacity		
		Staging Area	250	
		<b>Main Warehouse</b>	686	
		Bag Store	700	
		Returns Shed	150	

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### **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 Bu	yer)

Hereby offer to buy from:

#### SELLER:

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RYNCOR AUCTIONEERS

PROPERTY DESCRIPTION:	PURCHASE PRICE:
85 THABO MBEKI STREET, LICHTENBURG	
Floor Size: 20 Hectare	
Breakdown of property: Title Deed number: • Erf 1941 T59437/1996 • Erf 399 - T34032/1977 • Erf 396 - T18862/1977 • ERF 396 - T13782/1967	
Local Authority: Ditsobotla Local Municipality.	
Buyers Commission 10%	
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. <u>SALE:</u>

- 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 of 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. 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;



#### 2. PURCHASE PRICE:

The Purchase Price or Highest Bid of the **PROPERTY** being the amount of (excluding VAT) \_\_\_\_\_\_) 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 or cash shall be delivered to the **CONVEYANCER** within (30) thirty 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 effected 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:

Occupation will be given on the date of transfer.

- 5.1 From the date of acceptance, 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.
- 1.1.A. The risk in and to the **PROPERTY** shall pass to the **PURCHASER** upon the date of acceptance, 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.
- 1.1.A.1. 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**.
- 1.1.A.1.1.1. 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** prior to 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 acceptance of the offer 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. <u>VOETSTOOTS:</u>

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):

- 8.1 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:
- 8.2 the aforesaid notice shall be handed to the **SELLER** by no later than close of business on the **DATE OF ACCEPTANCE**;
- 8.3 the notice shall set out the name and address of the nominee so nominated as **PURCHASER**:
- 8.4 the notice shall be accompanied by the nominee's written acknowledgment:



VAT: 4310192895 | CK 2000/071832/23

- 8.5 That it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgment; and
- 8.6 That it is bound by the provisions of this agreement as to the **PURCHASER**;
- 8.7 Should the **PURCHASER** nominate a nominee in terms of this clause, then:
  - 8.7.1 all references to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
  - 8.7.2 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 favour 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, 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 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 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 witch the **SELLER** may derive therefrom.

#### 13. AUCTIONEERS COMMISSION:

3.1 Commission calculated at <u>10%</u> 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.

- 3.2 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**.
- (1) 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.

#### 15. <u>PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OF THE</u> <u>PURCHASER (if applicable):</u>

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 each 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).

#### **19. SPECIAL CONDITIONS**

- 19.2 Should the **SELLER** not accept the sale, this document is deemed pro non scripto.
- 19.4 This agreement shall be governed by the Laws of the Republic of South Africa.
- 19.3 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in writing and signed by all the Parties.
- 18..1.1.1 No variation, alteration or cancellation of this agreement (including this clause) shall be binding unless reduced to writing and signed by the Parties or their authorised representatives.



- 18..1.1.1.1 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.
- 18..1.1.1.1.1 The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are and shall remain bound hereto.
- 18..1.1.1.1.1 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 THIRTY (30) days from **SIGNATURE DATE**.

Signed at	on the	day of	2022
AS WITNESSES:			
1		PURCHASER	
2			
PHYSICAL ADDRESS: TELEPHONE DETAILS: (Work)			
(Fax)			
(Email)			
(Mobile)			
MARITAL STATUS		Out of Community of PROPERTY)	
SPOUSE'S NAME			
SPOUSE'S ID NO			

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I, THE PURCHASER HEREBY CONFIRM THAT I HAVE READ THESE TERMS AND CONDITIONS AND THAT I FULLY UNDERSTAND EACH CLAUSE. I HAVE HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AND I HAVE PROPERLY INSPECTED THE PROPERTY AND ITS IMPROVEMENTS AND I AM SATISFIED THEREWITH.

SIGNED AT \_\_\_\_\_\_ON THE \_\_\_\_ DAY OF \_\_\_\_\_\_ 2022.

THE AUCTIONEER, he being duly authorised (Accepting all of the rights available in terms of this Agreement)

AS WITNESSES:

AS WITNESSES:

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R	
RYNCOR AUCTIONEERS	

#### ACCEPTANCE AND CONFIRMATION

SIGNED AT	ON THE	DAY OF
2022.		

SELLER (and where applicable the SELLER is duly authorised) SELLER'S ADDRESS:

AS WITNESSES:

AS WITNESSES:

**CERTIFICATE BY AUCTIONEER** 

I hereby certify that the Rules of Auction and Conditions of Sale to the best of my knowledge meet the requirements of Regulation 21

Auctioneer

AUCTIONEER FULL NAMES: WERNER RYNNERS

ADDRESS: 456 JAN VAN RIEBEECK STREET, PRETORIA NORTH

CONTACT NUMBER: 082 578 5324



### ANNEXURE "A"

#### FICA REQUIREMENTS: Natural Persons

- [1] South African identity document (foreigners: passport);
- [2] Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
- [3] South African Income Tax reference number;
- [4] (Confirmation marital status, i.e. unmarried or married);
- [5] Written confirmation of availibility of funds to cover deposit in terms of Rules of Auction and Conditions of Sale.

#### If Married

- [6] Marriage certificate.
  - If IN community of property (no antenuptial contract)
- [7] S.A. identity document (foreigner: passport) of your SPOUSE. - If OUT of community of property (by Antenuptial Contract ("ANC")
- [8] Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties.
- If your Marriage is governed by the Laws of another country/state
- [9] S.A. identity document (foreigner: passport) of your SPOUSE;
- [10] Name of the country/state governing your marriage, i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently.

#### FICA REQUIREMENTS: Entities

- Person acting on behalf of the Entity must comply with paragraphs 1 to 5 above.
- All directors / members / trustees must also comply with paragraphs 1 to 5 above.

#### PLUS THE FOLLOWING:

Companies:

- [1] CM1.
- [2] CM22.

Close Corporations:

- [1] CK1;
- [2] and, if applicable, CK2.

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Trusts:

- [1] Letters of Authority / Master's Certificate;
- [2] Trust Deed and all amendments thereto.
- [3] Resolution to approve the purchase (and <u>loan</u> application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

#### ANNEXURE "B"

Information pertaining to the PROPERTY which is specifically brought to the attention of the PURCHASER:

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