

# STEYN

## PROKUREURS \* ATTORNEYS

Ingelyf \* Incorporated  
Registrasie Nr / Registration No 1997/001399/21



Durbanstraat 71  
Worcester, 6850  
Posbus 72  
Worcester, 6849  
Telno: 023 – 342 8404  
Faksno: 023 – 347 3222  
Docex 13, Worcester  
E-pos: [steynprok@mweb.co.za](mailto:steynprok@mweb.co.za)

Durban Street 71  
Worcester, 6850  
PO Box 72  
Worcester, 6849  
Ph: 023 – 342 8404  
Fax: 023 – 347 3222  
Docex 13, Worcester  
E-mail: [steynprok@mweb.co.za](mailto:steynprok@mweb.co.za)

### OFFER – TENDER

(upon acceptance becoming a Deed of Sale)

I/We, the undersigned

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*(Natural persons must state their full names, surname and identity number as well as whether unmarried or married in or out of community of Property)*

*(The full names and registration number of Juristic Persons, Associations and Trusts must be stated and the capacity of the person representing the Juristic Person, Association or Trust must be stated along with the personal details of such person, as requested above in the case of natural persons)*

Of:

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(Address, fax number, email address and telephone numbers)

(Hereafter referred to as the “**Buyer**”)

Initial with 2 witnesses

hereby offer to purchase the following immovable Properties namely:

**A) REMAINDER PORTION 2 (portion of portion 1) OF THE FARM KLEINBANK NUMBER 105**

IN THE KAROO HOOGLAND MUNICIPALITY  
DIVISION SUTHERLAND  
PROVINCE OF THE NORTHERN CAPE  
Measuring: 974,7862 Hectares

**HELD BY DEED OF TRANSFER NUMBER T63081/2012**

**AND**

**B) PORTION 4 OF THE FARM APIUS KOP NUMBER 105**

IN THE KAROO HOOGLAND MUNICIPALITY  
DIVISION SUTHERLAND  
PROVINCE OF THE NORTHERN CAPE  
Measuring: 229,5506 Hectares

**HELD BY DEED OF TRANSFER NUMBER T63081/2012**

**Situated: Approximately 27 km outside Sutherland**

**Coordinates: 32° 21' 21.56' S / 20° 36' 12.80' E**

*(hereafter referred to as the "Properties")*

**CONSISTING OF:**

**Existing crops and approximately 100 meatmaster ewes and 20 meatmaster ram;**

**5 camps**

**3 boreholes**

**Comfortable fully equipped residence (with outbuildings)**

**FROM: BEERENVALLEI FAMILY TRUST**

**Registration Number IT3421/2005**

Herein represented and duly authorised hereto by **WILHELMINA CORNELIA PRETORIUS** in terms of a resolution of the Trustees for the time being.

**FOR THE AMOUNT OF :**

**R** \_\_\_\_\_ (\_\_\_\_\_)

(amount in figures and words)

**Plus 6,90% commission (Vat inclusive)**

*(hereafter referred to as the "Purchase Price")*

**On the terms and conditions** as fully set out in annexure "A" hereto and initialed by me/us.

This offer must be handed in at, alternatively emailed to **STEYN ATTORNEYS INCORPORATED**, 71 Durban Street, Worcester on/or **before 16h00 on 3 AUGUST 2020** and shall be irrevocably effective until **16h00 on 13 AUGUST 2020**.

Signed at ..... on this .....day of ..... 2020.

**AS WITNESSES:**

- 1. ....
- 2. ....  
On behalf of Buyer

**ACCEPTANCE**

I, the undersigned,  
**WILHELMINA CORNELIA PRETORIUS**  
 duly authorised hereto by a resolution of the Trustees for the time being of  
**BEERENVALLEI FAMILY TRUST**  
**Registration Number IT3421/2005**  
 acting in terms of Letters of Authority issued by the Master of the High Court of South Africa Western Cape Division, Cape Town at Cape Town on 12 September 2005 and read with Masters Certificate issued by the Master of the High Court of South Africa Western Cape Division, Cape Town at Cape Town on 6 August 2012

Accept/do not accept the abovementioned offer.

Dated at ..... on this ..... day of ..... 2020

**AS WITNESSES:**

- 1. ....
- 2. ....  
Seller: **WILHELMINA CORNELIA PRETORIUS**  
duly authorised hereto

Initial with 2 witnesses

## **ANNEXURE "A"**

### **1. TENDER PROCESS:**

- 1.1 No tender shall be accepted unless it occurs on this form. The tender form must be completed in full and this Annexure must be attached thereto. The Tenderers and witnesses must sign each and every page, along with the Annexure.
- 1.2 The Tender must be emailed and/or placed in an envelope and clearly marked on the outside:

### **"BEERENVALLEI FAMILY TRUST TENDER OF FARMS"**

It must be addressed to:

**STEYN ATTORNEYS INCORPORATED  
71 Durban Street,  
WORCESTER  
6850**

**OR**

**STEYN ATTORNEYS INCORPORATED  
P.O. BOX 72  
WORCESTER  
6849**

**OR**

**Emailed to: [steynprok@mweb.co.za](mailto:steynprok@mweb.co.za)**

- 1.3 Authorised employee(s) of the abovementioned Firm shall promptly, at **16h00 on 3 AUGUST 2020, at the offices of Steyn Attorneys Incorporated, 71 Durban Street, Worcester**, open the received tenders and all interested parties are welcome to be present at the abovementioned address during the process. No particulars of any party or amount will be divulged.
- 1.4 Hereafter the tender process shall be regarded as concluded and all the offers shall be submitted to the authorised Seller for consideration.

### **2. METHOD OF PAYMENT**

The Purchase Price as mentioned in the Offer to which this document forms an annexure, is payable as follows;

- 2.1 Ten percent (10%) of the Purchase Price must be paid to the Seller's Conveyancer, namely Steyn Attorneys Incorporated, 71 Durban Street, Worcester within fourteen (14) days after the acceptance of the offer and must be invested by them in an interest bearing account at a Banking Institution of their choice. The interest on the deposit shall be paid to the purchaser on registration of transfer.
- 2.2 Commission in the amount of Six comma nine zero percent (6,90%) on the Purchase Price is payable to Steyn Attorneys Incorporated on acceptance of the offer.

2.3 The full balance of the Purchase Price is payable upon registration of transfer.

The Buyer shall however be obliged to furnish the Seller's said Conveyancer with a Bank Guarantee or Bank Guarantees for the payment of the balance of the Purchase Price, as desired by them on or before **31 AUGUST 2020**.

2.4 The Deposit due and payable will be deposited (as soon as possible after receipt thereof) in an interest bearing trust account in the purchasers name. In terms of Section 86(4) read with Section 86(5)(b) of the Legal Practice Act, Act No. 28 of 2014, 5% (five percent) of all interest accrued on this amount is payable to the Legal Practitioner's Fidelity Fund. The remaining interest thereon accrues to the Purchaser.

### **3. TRANSFER COSTS**

The Buyer shall pay the costs of this Tender document, in the amount of R2 000,00 plus VAT, along with all the transfer costs for the transfer of the Property, which costs shall be paid immediately upon request from the Seller's Conveyancer. In the event of the offer not being accepted, the Buyer shall not be liable for any costs.

### **4. TRANSFER**

Transfer of the Property shall be affected by the Seller's abovementioned Conveyancers. Transfer shall be given and received as soon as possible after compliance with all the suspensive conditions, but only after the payments of the due amounts in terms of this Agreement have been met.

### **5. POSSESSION**

The risk for profit and/or loss shall pass to the Buyer on registration of transfer unless otherwise agreed upon in writing.

### **6. OCCUPATIONAL RENTAL**

The Buyer shall pay occupational interest (if applicable) to the Seller at the prime loan rate of Nedbank Bank as calculated from time to time on the balance of the Purchase Price as mentioned above, from date of possession to date of registration of transfer. The occupational interest shall be payable monthly in advance on or before the first day of every month. All payments shall be made to the Seller's Conveyancer at their abovementioned address. The interest on the deposit, mentioned in clause 2.1, shall be paid to the Purchaser against registration of transfer.

### **7. RATES AND TAXES**

The Seller shall pay all rates and taxes on the Property which may be necessary to bring about transfer and the Buyer shall make a pro rata re-imbusement to the Seller of any pre-paid rates and taxes as on date of acceptance of this offer. From date of acceptance of this offer, the Buyer shall therefore be liable for the payment of the rates and taxes.

### **8. VOETSTOOTS**

8.1 The Property is sold as defined in the existing Title Deed or Deeds thereof and is subject to all the conditions and servitudes (if any), relating thereto or mentioned or referred to in the abovementioned Title Deed or Deeds.

- 8.2 The Seller shall not be liable for any shortage that may appear should the Property be re-surveyed and the Seller shall receive no benefit should there be any surplus.
- 8.3 The Property is sold "voetstoots" and as it stands and the Seller gives no guarantee with regard to the buildings and any improvements on the Property. The Seller shall also not be liable for any hidden or visible defects in the Property.
- 8.4 It shall not be expected of the Seller to indicate the position of the landmarks or of the pegs on the Property to the Purchaser and the Seller shall not be liable for the costs concerning the tracing thereof.
- 8.5 No party shall be bound to any conditions, representations or communications unless fully set out herein.

**9. PAYMENT OF VAT**

- 9.1 The Buyer shall, in addition to the Purchase Price, also be liable to pay VAT on the purchase price at the prescribed tariff. It is recorded and acknowledged by the parties that the properties in this Tender, constitute an income-earning activity carried on as a going concern as at signature date hereto. It is further noted that it is the intention of the parties (provided that the Buyer is a registered VAT Vendor) that the enterprise will continue to be an income-earning activity as at the effective date of sale with Zero percent VAT applicable.
- 9.2 The Seller records its intention that the enterprise will remain active and operating until the effective date of transfer.

**10. BREACH OF CONTRACT**

Should the Buyer fail to fulfill any of his obligations in terms of this Agreement before or on the date determined therefore, or otherwise commit a breach of this Agreement, or should he surrender his estate to the advantage of his creditors, or enter into a compromise with them; be placed under administration, or if he disregards a Court Order given against him for seven (7) days; or a Sequestration Order is given against him; or if he calls a meeting to effect a compromise or arrangement with his creditors; or, in the case of the Buyer being a Company with limited liability or a Closed Corporation, calls a meeting of his creditors or goes into forced or voluntary liquidation; or a Curator is appointed with regard to his assets; or a judicial manager is appointed with regard thereto, or if his goods are attached as result of a execution order or lawsuit initiated against the Buyer (whether it be a Company or Closed Corporation or not); the Seller shall at any time be entitled to, and without prejudice to any other rights available to him in law or in terms of this Agreement:

- (1) Claim payment of the full amount of the Purchase Price and interest thereon outstanding on the date of such breach, along with interest thereon, at the rate determined as mentioned above from the date of such breach, notwithstanding anything to the contrary contained herein; or
- (2) Cancel this Agreement with immediate effect by way of notice of the cancellation to the Buyer and in such circumstances the Buyer shall be obliged, if the Buyer already obtained possession of the Property, to vacate the Property with immediate effect and to give back such possession to the Seller; and

- (i) the Buyer shall forfeit the amount or amounts already paid by him to the Seller; and
- (ii) the Buyer shall be obliged to pay the arrear amount or amounts to the Seller with immediate effect.

WITH THE UNDERSTANDING THAT the Seller may waive the benefit of the terms as set out in sub-paragraphs (2) (i) and (ii), and shall be entitled to claim only damages in which case the Seller shall be entitled to retain the amount or amounts already paid by the Purchaser and to set-off such amount or amounts against the Seller's damages from time to time.

- (3) All costs whatsoever incurred by the Seller in terms of this clause shall be payable by the Buyer on an Attorney-and-Client scale.

## **11. DOMICILIUM**

The Parties hereby choose domicilium citandi et executandi at their respective addresses as set out above and such addresses shall be the addresses whereto all notices or all documents with regard to this Agreement may be sent. Any notice sent to abovementioned addresses by pre-paid registered mail shall be viewed as properly delivered on the fifth day following the date upon which it was posted. In this regard it is expressly determined that in such case the Post Office shall be viewed as the Agent of the addressee.

## **12. JURISDICTION**

The Western Cape High Court, Cape Town shall have the legal capacity to decide any dispute that may arise in terms of this Agreement, or to enforce any term of this Agreement on the insistence of a party hereto.

## **13. SURETYSHIP**

- 13.1 The person signing this Agreement on behalf of a Buyer that is an association, juristic person or trust binds himself in person as surety and co-principal debtor of such association, juristic person or trust, in favor of the Seller for every obligation to be carried out by such association, juristic person or trust in terms of this Agreement.
- 13.2 Should the Buyer fail to comply with the terms of this Agreement, the Seller may consequently take action against the person who signed on behalf of the Buyer, even without reference to the Buyer.
- 13.3 The signature of the person who signs this Agreement on behalf of an association, juristic person or trust consequently also represents himself in person as surety and co-principal debtor and he waives the *beneficiae divisionis, ordinis seu excussionis, de duobus vel pluribus reis debendi, non causa debiti, non numeratae pecuniae*, no value received, revision of books and errore calculi, and he declares that he understands and is familiar with the full meaning and operation thereof.

## **14. INTERPRETATION**

In this Agreement, except in the context that some other meaning is intended, expressions in the singular also denote the plural, and vice versa, pronouns of the male gender include the female, and words denoting persons refer also to Juristic Persons, Associations and Trusts.

**15. AMENDMENT**

It is hereby agreed upon that no amendment or consensual cancellation or substitution of this Agreement or any part thereof shall be effective in any way, unless such amendment of cancellation or substitution is reduced to writing and signed by the parties hereto.

**16. ENTIRE AGREEMENT**

It is agreed upon that this Agreement constitutes the entire Agreement between the Seller and the Buyer.

**17. ELECTRICITY CERTIFICATE**

The Buyer shall, insofar as it may be necessary, by himself and at his own cost obtain and furnish the Seller's Conveyancer with a Certificate of Compliance with regard to the electrical installations on the Property in accordance with the regulations issued in terms of the Machinery and Occupational Safety Act, within 14 (fourteen) days after being requested to obtain same.

**18. MAINTENANCE OF PROPERTY**

In the case of the Buyer taking possession of the Property before the date of registration thereof in his name, he shall be obliged to maintain the Property until date of registration so that it remains in good condition.

Under no circumstances shall he be entitled to make any structural changes thereto or to remove any improvements.

If the sale is cancelled as result of any reason on the side of the Buyer, he shall have no claims for the repayment of any amounts whatsoever spent by him with regards to the maintenance or improvement of the Property, notwithstanding the nature thereof and he shall have no right of retention.

**19. COMMISSION**

The Buyer affirms that this Tender process is the effective cause of the sale of the property indemnifies the Seller against any claim in terms of such commission.

**20. GUARANTEE OF CAPACITY**

If the Buyer is an Association, Juristic Person or Trust, the person signing this document on behalf of the Buyer guarantees that he is indeed authorised thereto and that the Buyer is bound hereby.

**21. NO OBLIGATION TO ACCEPT TENDER**

The Seller shall not be obliged to accept any tender handed in and his discretion to except or reject a tender is absolute.