



**SEKHUKHUNE**  
District Municipality

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**OFFER TO PURCHASE**

**AGREEMENT**

**ENTERED INTO BY AND BETWEEN**

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**(Hereinafter referred to as “the Seller”)**

The Seller herein represented by **Ms. Norah Tivetile Maseko**, in her capacity as the Municipal Manager and duly authorised hereto;

**and**

**PURCHASER**

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## PREAMBLE

**WHEREAS** Seller owns a Property situated at 44 Hoep Street, described as Portion 20 of Erf 766 Groblersdal Extension 9;

**AND WHEREAS** the Council of the Sekhukhune District Municipality adopted the resolution that the aforesaid Property be put on sale;

**AND WHEREAS** it is within this context and commitment that the Seller is requesting the Buyer to make an offer to purchase the Property, subject to the provisions of this Agreement and applicable relevant legislation;

**NOW THEREFORE** the Parties to this Agreement are desirous of entering into this Agreement and wish to record the terms and conditions as contained in this Agreement.

## 1 PARTIES

The parties to this agreement:

1.1 **SEKHUKHUNE DISTRICT MUNICIPALITY** (the "Seller")

1.2 \_\_\_\_\_ (the Purchaser")

## 2 DEFINITIONS

For the purpose of this Agreement, unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings assigned to them below:

- 2.1 **"Agreement"** means this Agreement and the annexures hereto;
- 2.2 **"Buyer"** means the person who bought the Property;
- 2.3 **"Days"** means business days which are calculated by excluding the first day, public holiday, Saturday, and Sunday;
- 2.4 **"Effective Date"** means the date in which the Seller accepted the Purchaser's offer by signing this Agreement as last Party;
- 2.5 **"Municipal Manager"** means a person appointed as such by the municipality in terms of section 82 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);

- 2.6 **“Municipal Council”** means a Municipal Council referred to in section 157 of the Constitution;
- 2.7 **“Offer to Purchase”** means when the Purchaser decided to buy a Property;
- 2.8 **“Party/ies”** means collectively all the Parties to this Agreement, and Party means any one of them as the context may require;
- 2.9 **“Property”** means the Property situated at 44 Hoep Street, described as Portion 20 of erf 766 Groblersdal Extension 9;
- 2.10 **“Signature date”** means the date of signature of this Agreement by the last Party signing the Agreement;
- 2.11 **“Sekhukhune District Municipality”** means the Seller;
- 2.12 **“VAT”** means value added tax in terms of the Value Added Tax Act, 1991 or any similar tax on the supply or sale of services.

### **3 INTERPRETATION OF THE AGREEMENT.**

In this Agreement, unless the context otherwise indicates:

- 3.1 words and phrases defined in the Agreement shall bear the meaning assigned to them;
- 3.2 words and phrases used in this Agreement that are defined in any statute, which applies to the subject matter, professional person, goods or services provided in this Agreement shall be construed in accordance with the applicable statute or regulations;
- 3.3 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 3.4 headings of clauses are for convenience only and shall not aid in the interpretation of the Agreement;
- 3.5 words importing the singular number include the plural and vice versa, and words importing either gender or the neuter include both genders and the neuter where the context requires;
- 3.6 where figures are referred to in numerals and in words and if there is conflict between the 2 (two), the words shall prevail.

#### **4 PURCHASE AND SALE**

- 4.1 The Purchaser hereby offers to purchase the Seller's Property situated at 44 Hoep Street, described as Portion 20 of erf 766 Groblersdal Extension 9 on the terms and conditions contained in this Agreement

#### **5 OFFER AND ACCEPTANCE**

- 5.1 The Parties to this Agreement
- 5.2 The Purchaser's offer shall constitute an irrevocable offer, which may not be withdrawn after communicated to the Seller and the offer shall remain available for acceptance by the Seller for a period of **90 days** from the Closing Date of the submission of offers, which is **30 August 2018** up until **30 November 2018**, where after it shall lapse and be of no further force and effect.
- 5.3 The Parties to this Agreement agree that, this Offer to Purchase shall only be binding and enforceable after the Seller accepted the Purchaser's offer to Purchase in writing and signed by both Parties, and also upon the fulfillment of the suspensive conditions reflected on clause 10.1.
- 5.4 The Seller is not obliged to accept the offers with the lowest price and reserves right not to accept any offer.

#### **6 POSSESSION, OWNERSHIP, BENEFIT AND RISK**

- 6.1 From the date of registration of transfer of the Property into the name of the Purchaser ("the transfer date") the possession and ownership of and all benefits and risk in the Property shall pass to the Purchaser against transfer from which date the Purchaser shall liable for:
- 6.1.1 all the benefits and risks of ownership of the Property shall pass to the Purchaser;
- 6.1.2 all rates, taxes and/or levies pertaining to the Property.
- 6.2 Prepayments made by either party for any period subsequent to transfer shall be adjusted proportionately.
- 6.3 The Seller shall maintain adequate insurance cover on the Property until Transfer.
- 6.4 The Purchaser shall not be entitled to effect any improvements or alterations to the Property prior to registration of transfer. If, however, any improvements

or alterations are so effected and this agreement is thereafter cancelled, then in such event the Seller shall be entitled, at the Seller's option, to demand from the Purchaser that the Property be restored to its unaltered condition, alternatively the Seller may elect to accept such improvements and/or alterations without any compensation being payable to the Purchaser.

## **7 FIXTURES AND FITTINGS**

- 7.1 The Property is sold together with all buildings and fitting of a permanent nature in or attached to the Property.
- 7.2 The Seller warrants that the fixtures and fittings form part of the Property and are owned by the Seller and are in working order as at the date of Transfer or date of occupation, whichever occur first.

## **8 OCCUPATION**

- 8.1 Occupation of the Property shall be given to the Purchaser on **TRANSFER** ("the occupation date"), by which date the Seller and any other occupier shall vacate the Property.
- 8.2 The purchaser shall acquire no right of tenancy in the event that the purchaser takes occupation of the Property prior to registration of transfer. accordingly, in the event that this Agreement is cancelled, the purchaser shall immediately vacate the Property.
- 8.3 Ownership and risk of the Property shall pass to the buyer on registration. if there is accidental loss to the Property prior to registration, the buyer shall be liable from the date of this Agreement.

## **9 PURCHASE PRICE**

- 9.1 The Property will be sold be Seller for R \_\_\_\_\_ as a once off transaction (excluding the application of the Consumer Protection Act 68 of 2008).
- 9.2 The Parties agree that the money shall be paid by: \_\_\_\_\_ (select the internet, direct deposit, cash, or a cheque] against registration of transfer of the Property ("registration") into the Buyer's name.
- 9.3 The successful Buyer shall provide the Seller with a bank guarantee within **30 days** after written acceptance of the offer by Seller.

## 10 SUSPENSIVE CONDITIONS

10.1 The Parties to this Agreement agree that, this Agreement shall only be binding and enforceable upon the fulfillment of the following suspensive conditions:

10.1.1 The Purchaser, or the Agent, on the Purchaser's behalf is able to raise a loan upon the security of a first mortgage bond to be passed over the Property for R\_\_\_\_\_ at prevailing bank terms and conditions, within **30 days** after written acceptance of the offer by Seller, **or**

10.1.2 The Purchaser or the Agent, on the Purchaser's behalf, is able to pay full total amount of R \_\_\_\_\_ as highest offer or price.

10.2 In addition to suspensive conditions reflected above, the Purchaser's ability to pay the property may influence the Seller's decision to accept his or her offer, on the condition that the Seller reserves right to accept or decline (discretion right).

10.3 The Purchaser undertakes timeously to take all steps and sign all documents and do all such things that may be necessary to procure the loan and comply with requirements of the lender.

10.4 The Purchaser warrants that he or she has sufficient money to purchase the Property or he/she has sufficient income for the requirements for the proposed mortgage for the approval of the said loan, and that as far as they are aware no factors exist which might prevent the granting of the loan.

10.5 The Suspensive Condition set out in clause 10.1.1 and 10.1.2 shall be deemed to have been fulfilled on the date of the payment of the aforesaid amount or upon which the Mortgage Lender issues a written loan quotation or similar documentation approving or offering the loan sought to the Purchaser.

## 11 REGISTRATION

11.1 Registration must be undertaken by the Seller's choice of conveyancer.

11.2 All costs relating to the registration (for example transfer duty and stamp duty) shall be paid by the Purchaser.

## **12 BREACH**

12.1 If a Party breaches a material provision of this Agreement, and fails to remedy such breach within 10 Days of the date of receipt of a written notice from the aggrieved Party requiring him or her to do so, the aggrieved Party will be entitled to any remedy available in law, without further notice, including the right of the Seller to:

12.1.1 claim payment of the outstanding balance of the purchase price;  
or

12.1.2 cancel this Agreement and keep all amounts paid by the Buyer as *roukoop* (damages), and the Buyer will not be entitled to compensation from the Seller for improvements he caused on the Property, whether with or without the Seller's consent

## **13 WARRANTIES AND VOETSTOOTS**

13.1 The Seller warrants that the Property is not subject to a lease Agreement.

13.2 The Seller warrants that she is the owner of the Property, with no third party having a better right or title to the Property.

13.3 The Property is sold subject to all conditions and to all such other conditions and servitudes which may be applicable.

13.4 If the property is erroneously described in this Agreement, the intention of the Parties is to describe the Property as set out in the Title Deed.

13.5 The Seller sells the Property *voetstoots* (as it is) to the Buyer, and without misrepresentations.

13.6 The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property.

## **14 GENERAL**

14.1 This Agreement constitutes the whole Agreement between the Parties and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.



14.2 No amendment, consensual cancellation of this Agreement, waiver of any rights arising from this Agreement, nor breach or termination shall be of any force and effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

14.3 No indulgence which either party may grant to the other shall constitute a novation of this agreement or a waiver of any of the rights of such party who shall not thereby be precluded from exercising any rights against the other party which may have arisen in the past or which might arise in the future.

## **15 DOMICILIUM AND NOTICES**

15.1 The parties choose *domicilium citandi et executandi* ("domicilium") for the purpose of the payment of any sum, the serving of any Court process and for any other purpose arising from this Agreement as the Property.

15.2 Any notice given and any payment made by either party to the other ("the addressee") which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery

## **16 GOVERNING LAW**

16.1 The Acts, the laws and the legal principles of the Republic of South Africa determine the interpretation of the provisions of this Agreement.

**17 ATTESTATION**

17.1 The Parties hereby acknowledge having read and signed this Agreement, the contents of which are understood and accepted by both the undersigned Parties.

**For the BURCHASER**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER**

**For the SELLER**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_  
**Ms. N.T MASEKO**