SAKHISIZWE LOCAL MUNICIPALITY

REQUEST FOR DEVELOPMENT PROPOSALS FOR PERMANENT DISPOSAL OF VARIOUS MUNICIPAL OWNED LAND PARCELS

BID NUMBER: SLM/SCM/25/2026/2027

ISSUED BY:

MUNICIPAL MANAGER
S.G. Sotshongaye
Sakhisizwe Local Municipality
P O Box 26
Cala
5455

NAME OF TENDERER: _____

TENDER SUM : _____

CLOSING DATE: FRIDAY, 13 NOVEMBER 2026

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**SLM/SCM/25/2026/2027**	CLOSING DATE:	13 NOVEMBER 2026	CLOSING TIME:	**12:H00 PM**
DESCRIPTION	**REQUEST FOR DEVELOPMENT PROPOSALS FOR PERMANENT DISPOSAL OF VARIOUS MUNICIPAL OWNED LAND PARCELS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO AND SIGN A WRITTEN AGREEMENT OF SALE WITH THE MUNICIPALITY WITHIN THE PERIOD STATED IN THE CONDITIONS OF TENDER.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT *(STREET ADDRESS*

15 MACLEAR ROAD
Elliot
5460

1. SELLER INFORMATION				
NAME(S)	SAKHISIZWE LOCAL MUNICIPALITY			
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

2. THE BUYER			
Name & Surname		**TOTAL BID PRICE**	**R**
ID Number	……	**DATE**	
Physical Address			
Email			
Cell			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	BUDGET AND TREASURY	DEPARTMENT	IPED
CONTACT PERSON	Yandiswa Tofile	CONTACT PERSON	Qamisa Mateta
TELEPHONE NUMBER	045 9311 011	TELEPHONE NUMBER	045 9311 011
FACSIMILE NUMBER	045 9311361	FACSIMILE NUMBER	045 9311361
E-MAIL ADDRESS	ymtofile@sakhisizwe.gov.za	E-MAIL ADDRESS	qmateta@sakhisizwe.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS, WHERE APPLICABLE.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER ……

POSTAL ADDRESS ……

STREET ADDRESS ……

TELEPHONE NUMBER CODE……NUMBER……

CELLPHONE NUMBER ……

FACSIMILE NUMBER CODE …… .NUMBER……

E-MAIL ADDRESS ……

SIGNATURE OF BIDDER ……

DATE……

CAPACITY UNDER WHICH THIS BID IS SIGNED……

TOTAL BID PRICE……TOTAL NUMBER OF ITEMS OFFERED……

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Sakhisizwe Municipality

Department: Finance Department/ Supply Chain Management Unit

Contact Person: Tofile Yandiswa

Tel: 045 931 1011

Fax: 045 931 1361

E-mail address: ymtofile@sakhisizwe.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Qamisa Mateta

Tel: 047 877 5200

Fax: 047 877 0000

E-mail address: qmateta@sakhiziwe.gov.za

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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE QUOTATION DOCUMENT:

1.	**Authority to Sign a Bid** Is the form duly completed and is a certified copy of the resolution attached?
2.	**General Conditions of Contract** Is the form duly completed and signed?
3.	**General Conditions of Tender** Is the form duly completed and signed?
4.	**Confirmation Pin from SARS** Is the Pin form SARS attached?
5.	**Declaration of Interest** Is the form duly completed and signed?
6.	**MBD 6.1 (Preference Points claim form for disposal of immovable property)** Is the form duly completed and signed?
10.	**Specifications** Is the form duly completed and signed?
11.	**Form of Offer** Is the form duly completed and signed?
12.	**Declaration by Tenderer** Is the form duly completed and signed?

2. INVITATION TO BID

Bids are hereby invited from suitable qualified individuals for the Sakhisizwe Local Municipality projects as per the following description:

Bid Number	Bid Description	Functionality		Enquiries	Closing Date
Bid No: SLM/SCM/25/2026/2027	REQUEST FOR DEVELOPMENT PROPOSALS FOR PERMANENT DISPOSAL OF VARIOUS MUNICIPAL OWNED LAND PARCELS	Capacity and Experience of Bidder	30	Technical Queries: Ms Q. Mateta 045 931 011, Email: qmateta@sakhisizwe.gov.za SCM enquiries: Ms Y.Tofile: 045 931 1011 Email: ymtofile@sakhisizwe.gov.za	13 November 2026@12H00 15 Maclear Road, Elliot
		Development Proposal	25		
		Implementation Capacity	20		
		Funding Availability	25		
		TOTAL	**100**		

Please note that a pre-qualification evaluation will be undertaken. A minimum of 70 points out of 100 must be scored to proceed to the Financial Evaluation

Evaluation Criteria 80/20 Price=80 Specific Goals=20: Specific Goals: Youth Owned Company 04 Points, Locality 10 points, Women Owned Company 03 points, People with disability 03 Points (attach proof of residence)

The terms of reference are detailed in the Bid Document.
OBTAINING OF TENDER DOCUMENT: Tender documents are obtained from e-tender portal (www.etenders.gov.za) and Sakhisizwe Website(www.slm.gov.za)
Completed sealed bids and supporting documents, addressed to the Municipal Manager and marked with **"Description of the project and the bid number"** must be deposited in the Bid box situated at Budget office Sakhisizwe Municipal offices 15 Maclear Road, Elliot, 5460.

The following compulsory supporting documents shall accompany your submissions:

- Fully Completed and Signed Bid document
- Personal Profile: Include identity document, marriage certificate and proof of residence of the applicant.
- Design Proposals: Preliminary Architectural Design/ Site Development Plan.
- Project/Development Implementation Plan: Construction Programme, with clear timelines.
- Proof of funds/funding: The bidder must be able to demonstrate proof of availability/ access to the funding (debt and own equity) required to execute the development and purchase the land.
- Use of Tippex will render the bid non-responsive.
- Failure to complete ALL the supplementary information may result in the bid being deemed non-responsive.

NB: Failure to meet the above conditions of the bid will lead to automatic disqualification.

The Bidders shall also take note of the following conditions of the bid:

- The Sakhisizwe Local Municipality does not bind itself to accept the highest tender or any other tender and reserves the right to accept the whole or part of the tender thereof.
- Late, faxed, e-mailed and/or un-signed documents will not be considered.
- Bids submitted are to hold good for a period of 90 days.
- The Sakhisizwe Municipality Supply Chain Management Policy will apply.

MR S.G. SOTSHONGAYE
MUNICIPAL MANAGER

3. GENERAL CONDITIONS OF CONTRACT

The conditions governing the permanent disposal of the municipal properties shall apply to this tender. These conditions shall be read together with the specifications, the conditions of sale, the form of offer and acceptance, and the draft agreement of sale contained in this document.

1. BID FORM

All bids shall be made on the bid forms incorporated in this document.

2. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid from, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with SAKHISIZWE Local Municipality as early as possible during the bid period. Should any query be found to be of significance, SAKHISIZWE Municipality will inform all Bidders accordingly as early as possible.

3. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.
Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelopes clearly marked.

"Bid No: SLM/SCM/25/2026/2027: REQUEST FOR DEVELOPMENT PROPOSALS FOR PERMANENT DISPOSAL OF VARIOUS MUNICIPAL OWNED LAND PARCELS

and the Bidder's name and address, shall be delivered to SAKHISIZWE Local Municipality, Budget Office 15 Maclear Road Elliot 5460 not later than 12:00 on 13 November 2026. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids will be rejected.

4. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

5. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by SAKHISIZWE Local Municipality before the closure of this bid.

6. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the successful bidder, after being notified of the acceptance of its bid, fail to enter into the agreement of sale within the period stipulated in the conditions of tender or within any extended period approved by the Municipality, the Municipality may cancel the award and exercise any remedy provided in the tender conditions, the agreement of sale and applicable law.

The bidder shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

7. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven(7) days having received notification to that effect.

The Employer does not bind itself to accept the highest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

8. SITE INSPECTION/BIDDERS MEETING

THERE IS NO BRIEFING SESSION

9. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

10. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

11. EVALUATION OF BIDS (BASED ON PREFERENTIAL PROCUREMENT REGULATIONS 2022)

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Regulations 2022 and Regulations thereto. These points will be allocated as follows:

Price

A maximum of 80 points will be awarded for price. For this disposal, the highest acceptable bid will receive the maximum price score, and the remaining acceptable bids will be scored in accordance with the formula set out in the MBD 6.1 section.

Preference

20 points will be awarded to the bidder submitting required documents for Specific Goals.

Functionality

PREFERENTIAL PROCUREMENT REGULATIONS POINTS WILL BE AWARDED ACCORDING TO 80/20 SYSTEM

Price	-	80 Points
Specific Goals	-	20 Points

A bidder must score at least 70 points for functionality to proceed to the price and specific goals evaluation. Functionality points will not be added to the price and specific goals score.

FUNCTIONAL CRITERIA	**Points**	**Returnable documents to be used in evaluation**
1. CAPACITY AND EXPERIENCE OF BIDDER AND BIDDER'S PROFESSIONAL TEAM	**30 points**	
1.1 Proposed Residential Development **Description of the proposed residential development and intended use of the property= 10 points; Development proposal aligned with the zoning and surrounding residential character = 10 points; Demonstrated intention to develop the property within the prescribed period of two years =10 points**	**30**	The bidder must submit: Written development proposal (maximum 5 pages). Description of proposed dwelling. Estimated size of dwelling. Intended occupancy of the dwelling. Estimated construction commencement and completion dates NB: Failure to provide a complete POE with the requirements stipulated above, will result in the bidder being allocated no points.
2. DEVELOPMENT PROPOSAL	**25 points**	
Preliminary Development Concept	**25**	Bidder to submit the following

Site plan indicating proposed building position and access arrangements= 5 points; Preliminary floor plan showing accommodation layout=5 points; Elevations or building sketches illustrating the proposed dwelling = 5 points; Compliance with building lines and zoning parameters =5 points; Appropriate architectural character compatible with surrounding development =5 points; No site plan submitted=0 points		Concept Site Plan showing: Property boundaries; Building position; Access point; Parking arrangements; Building lines. Preliminary Building Concept showing: Floor plans; Elevations; Building size; Number of bedrooms; Building materials proposed.
3. IMPLEMENTATION CAPACITY	**20 points**	
3.1 The bidder must demonstrate the ability to Implement the Development Development implementation programme submitted= 5 points; Construction timeframe clearly indicated =5 points; Indicative project budget submitted = 5 points; Details of contractor, builder, architect or other service providers (where applicable) = 5 points; No construction program submitted = 0	**20**	The bidder shall submit: Development programme. Construction schedule. Estimated development budget. Contractor appointment letter, builder details or professional team details (if available).
4. FUNDING AVAILABILITY	**25 Points**	
The bidder must be able to demonstrate ability to Finance Purchase of land and develop the land. **Purchase price and development funding fully secured =25 points; More than 75% funding secured =20 points;50%-75% funding secured = 15 points; Less than 50% funding secured = 5 points; No proof of funding = 0 points**	**25**	The bidder must submit one or more of the following: Recent bank statement (not older than 3 months). Approved home loan. Mortgage pre-approval. Proof of cash investment.
Total Points	**100**	

12. ACCEPTANCE OF BID

The Municipality does not bind itself to accept the highest or any bid received and reserves the right to accept the whole or part of the bid.

13. PENALTIES

13.1. Should the successful bidder fail to sign the Agreement of Sale within the period prescribed in the Conditions of Tender, the Municipality may cancel the award and forfeit any deposit paid, without prejudice to any other rights available to it in law.

13.2. Should the purchaser fail to pay the purchase price or any other amount due in terms of the Agreement of Sale within the prescribed period, the Municipality shall be entitled, after written notice, to cancel the sale and pursue any remedies provided for in the Agreement of Sale and applicable law.

13.3 The purchaser shall develop the property in accordance with the approved development proposal and the conditions contained in the Agreement of Sale.

13.4 If the purchaser fails to commence or complete the required development within the period stipulated in the Agreement of Sale, the Municipality may, after giving written notice and allowing a reasonable period to remedy the breach:

- cancel the Agreement of Sale;
- exercise any contractual repurchase or reversionary rights;
- recover any damages suffered; and/or
- enforce any other remedy available in law.

13.5 The Municipality reserves the right to register restrictive conditions against the title deed of the property where necessary to secure compliance with the development obligations.

14. CONTRACT ADJUSTMENT

No contract adjustment will be allowed during this period and the rates are fixed.

4. DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

    - the bidder is employed by the state, and/or
    - the legal person on whose behalf the bidding document is signed, has a
    - relationship with persons/a person who are/is involved in the evaluation and or
    - adjudication of the bid(s), or where it is known that such a relationship exists
    - between the person or persons for or on whose behalf the declarant acts and
    - persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted.

2.1. Are you or any person connected with the bidder, employed by the state?
YES/NO

If so, state particulars:

_____

_____

2.2. Do you, or any person connected with the bidder, have any relationship (family), friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.2.1. If so, furnish particulars

_____

_____

2.3. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be

involved with the evaluation and or adjudication of this bid? **YES/NO**

2.3.1. If so, state particulars:

_____

WITNESSES:

1. ……...

2. ……

DATE: …….

ADDRESS: …….

…….

…….

…….

CONTACT NUMBER/S: ……..

…….. ……..

Signature **Date**

…… ……

Capacity **Name of Bidder**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system subject to confirmation that the highest acceptable tender falls within the applicable threshold.

1.3 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. Price points will be calculated using the formula applicable to disposal of assets or income-generating contracts, based on the highest acceptable offer received; and

4.3. The highest scoring acceptable bid shall be recommended for award

For this tender, the 80/20 preference point system applies. The 90/10 column in the standard form is not applicable and must not be completed.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Required document to claim preference points
Women Owned Company / Individual (in the case of residential properties)		03 Points	CSD Report/ Certified I.D of Directors
Youth (Age 18-30)		04 Points	CSD Report/ Certified I.D of Directors
People with Disabilities		03 Points	Medical Certificate
Locality		10 Points	CSD Report/ Rate Clearance/ Proof of Address

LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Sakhisizwe Local Municipality	10 Points
Within the boundaries of Chris Hani District	06 Points
Within the boundaries of the Eastern Cape	05 Points
Outside the boundaries of the Eastern Cape	04 Points
Outside South Africa or Failure to submit required information	0 Points



PART B – SPECIFICATIONS AND PRICING SCHEDULE

SPECIFICATIONS

PURPOSE

To invite proposals from suitably qualified individuals for the development and permanent disposal of Erven 5597, 5598, 5599, 5600, 5601, 5602, 5603, 5604, 5605,5606, 5607, 5608, 5609, 5610, 5611 and 5612 Cala.

BACKGROUND

Sakhisizwe Local Municipality owns various land parcels in Cala and Elliot (Khowa). For this invitation, the Municipality is seeking development proposals for the permanent disposal of the specified residential erven in Cala.

The Municipal Council resolved to approve the permanent disposal of Erven 5597, 5598, 5599, 5600, 5601, 5602, 5603, 5604, 5605, 5606, 5607, 5608, 5609, 5610, 5611 and 5612 Cala for residential development.

The disposal of municipal land is conducted in terms of the Sakhisizwe Local Municipality Administration of Immovable Property Policy, 2012, read with the applicable provisions of the Local Government: Municipal Finance Management Act 56 of 2003 and the Municipal Asset Transfer Regulations. The disposal process must be fair, equitable, transparent and competitive and must comply with the Municipality's supply chain management policy and all Council approvals applicable to the properties.

Accordingly, it is against this background that the Department of Rural and Economic Development and Planning wishes to call for proposals for the aforementioned properties for permanent disposal purposes.

TERMS OF REFERENCE/ CONDITIONS APPLICABLE TO THE SALE

1. SPECIFICATION (*Applicable to erven 5597, 5598, 5599, 5600, 5601, 5602, 5603, 5604, 5605, 5606, 5607, 5608, 5609, 5610, 5611 and 5612*)

11.1 All costs pertaining to a transaction shall be borne by the buyer, e.g. survey, advertisement, valuation, rezoning, relocation or provision of services where necessary, etc. Council may, however, waive its right to claim the costs should it be to its advantage to bear the cost. Where necessary, a deposit to cover the costs may be required. Where applicable, existing services must be relocated or secured by means of the registration of servitude in favor of the municipality and costs shall be for the account of the buyer.

11.2. The property alienated may only be used for the purpose for which it was acquired and in accordance with the applicable zoning scheme and land use rights applicable to the property. No alternative use shall be permitted without the prior written approval of the Municipality.

11.3. The purchaser shall commence construction within 12 months of transfer and complete construction within 24 months thereafter. The Municipality has the right to cancel the sale or repurchase the property if the development is not completed.

11.4. The agreement of sale shall be finalized and concluded within 60 days of receiving written notification of award; failure to comply shall cause the sale to lapse, unless the period has been so extended by Council.

11.5. The property is sold voetstoots, as it stands, subject to all latent and patent defects, all conditions and servitudes contained or referred to in the existing deed of grant or title deed, the General Plan, applicable township-establishment and title conditions, zoning restrictions, land-use controls and any conditions required by law for transfer. The Seller gives no warranty as to extent and shall not be liable for any deficiency revealed by re-survey or benefit from any surplus.

11.6. The purchaser shall be liable for all costs of and incidental to transfer, including transfer duty or VAT where applicable, conveyancing and legal costs, Deeds Office fees, the cost of any permit or statutory consent required to effect transfer, survey or re-survey costs and the cost of locating beacons. Transfer costs shall be paid in advance to the transferring attorneys when called upon to do so.

- conveyancing costs;
- Deeds Office fees;
- transfer duty or VAT where applicable;
- survey costs;
- rezoning costs, where necessary;
- service connection costs; and
- any other costs expressly allocated to the purchaser.

11.7. The purchaser shall not sell, cede or otherwise alienate the property prior to completion of the approved development and before a period of 5 years has lapsed.

11.8. Ownership shall pass to the purchaser only upon registration of transfer in the Deeds Office, after the full purchase price, all municipal charges and all costs payable in terms of the agreement have been settled and all conditions of sale have been fulfilled. Possession shall be given on registration, from which date the property shall be at the purchaser's sole risk, loss or profit.

- the full purchase price has been paid;
- all conditions of sale have been satisfied; and
- transfer has been registered in the Deeds Office.

11.9. The purchaser shall pay 50% of the purchase price before taking possession of the property. That payment, together with a guarantee satisfactory to the Municipality for the balance of the purchase price, interest and the purchaser's pro-rata share of rates, taxes and assessments, shall be furnished within 21 (twenty-one) days from the date of signature of the Deed of Sale, unless extended in writing by the Municipality or its attorney. The purchaser shall bear the cost of issuing the guarantee.

11.10. The balance of the purchase price shall be secured by the guarantee referred to in clause 11.9 and shall be paid in accordance with the Deed of Sale before registration of transfer.

11.11. If the purchaser fails to perform any obligation or commits any breach of the Deed of Sale and fails to remedy it within 10 (ten) days after a notice sent by prepaid registered post to the purchaser's chosen domicilium, the Municipality may cancel the agreement by written notice. Upon cancellation, the Municipality may recover its damages, together with interest at 18% per annum, evict the purchaser if in occupation and repossess the property, or alternatively institute proceedings for recovery of the full amount due under the agreement.

2. DELIVERABLES (*Applicable to erven 5597, 5598, 5599, 5600, 5601, 5602, 5603, 5604, 5605, 5606, 5607, 5608, 5609, 5610, 5611 and 5612)*

2.1 Personal Profile: Include identity document, marriage certificate and proof of residence of the applicant.

2.2 Design Proposals: Preliminary Architectural Design/ Site Development Plan.

2.3 Project/Development Implementation Plan: Construction Programme, with clear timelines.

2.4 Proof of funds/funding: The bidder must be able to demonstrate proof of availability/ access to the funding (debt and own equity) required to execute the development and purchase the land.

3. PROPERTY INFORMATION (ZONINGS, PROPOSED USES AND LOCALITY MAPS)

Property/ Description	ERF 5597 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	620m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundaries and site dimensions	Northern boundary: 24,04m Southern boundary:20,03m Western boundary:15,03m Eastern boundary: 20,03m

Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5598 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479m^2
Zoning	Residential Zone IIIB
Primary Use	Dwelling-House, Traditional Dwelling
Site dimensions and boundaries	Northern boundary: 21, 78m Southern boundary:21,78m Western boundary:22m Eastern boundary:22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5599 Cala
Ownership	Sakhisizwe Local Municipality

Land Size	479m^2
Zoning	Residential Zone IIIB
Primary Use	Dwelling-House, Traditional Dwelling
Site boundaries and dimensions	Northern boundary: 21, 78m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5600 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Coverage	50%
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Height restriction	02 storeys
Servitudes	There are no known servitudes, however, should there be any Unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5601 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any Unprotected municipal servitudes found relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5602 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%

Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5603 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5604 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling

Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:28,46m Eastern boundary: 28, 46m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5605 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21,78 m Southern boundary:21,78m Western boundary:28,26m Eastern boundary: 28,46m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5606 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundaries and site dimensions	Northern boundary: 21, 78 Southern boundary:21, 78m
	Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m
	Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any
	unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical	
Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5608 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m

Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5609 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5610 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	479 m^2
Zoning	Residential Zone IIIB

Primary Uses	Dwelling-House, Traditional Dwelling
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5611 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	620 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Property/ Description	ERF 5612 Cala
Ownership	Sakhisizwe Local Municipality
Land Size	620 m^2
Zoning	Residential Zone IIIB
Primary Uses	Dwelling-House, Traditional Dwelling
Site boundary and site dimensions	Northern boundary: 21, 78 m Southern boundary:21, 78m Western boundary:22m Eastern boundary: 22m
Building Lines	Street – 4.5m Side – 2m Rear – 2m
Coverage	50%
Height restriction	02 Storeys
Servitudes	There are no known servitudes, however, should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
Structures & Physical Features	The site is Vacant
Proposed Use	***Residential***

Land for Purchase : **Erven 5597,5589,5599, 5600,5601,5602,5603,5604 ,5605,5606,5607,5608,5609,5610,5611,5612**



SALE OFFER - *Applicable to erven 5597, 5598, 5599, 5600, 5601, 5602, 5603, 5604,5605, 5606, 5607, 5608, 5609, 5610, 5611 and 5612)*

ERF Number	
Proposed Sale Offer	**R**

a) The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NOTICE: SLM/SCM/25/2026/2027: REQUEST FOR DEVELOPMENT PROPOSALS FOR PERMANENT DISPOSAL OF VARIOUS MUNICIPAL OWNED LAND PARCELS

b) The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

c) By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	
In words:	

d) This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:		DATE	
(Insert name and address of organisation)			

Signature of witness:			

FORM OF ACCEPTANCE

1. ACCEPTANCE

a) The bidder hereby offers to purchase Erf _____ for the purchase price stated in this bid and undertakes, if the bid is accepted by the Municipality, to enter into a written Agreement of Sale within the prescribed period.

b) Acceptance of this bid constitutes notification of award only and shall not transfer ownership of the property.

c) Transfer of ownership shall occur only after signature of the Agreement of Sale, fulfilment of all conditions of sale, payment of the purchase price and registration of transfer in the Deeds Office.

Signature(s):			
Name(s):			
Capacity:			
For the Employer: Sakhisizwe Municipality, ERF 5556 Umthatha Road, Cala, 5455			
Name of witness:		Date:	
Signature of witness:			

15. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

_____

_____

_____

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	



PART C – DRAFT DEED OF SALE

DEED OF SALE

AGREEMENT OF SALE between

SAKHISIZWE LOCAL MUNICIPALITY (THE SELLER)

(HEREIN REPRESENTED BY **SIBONGILE GOODMAN SOTSHONGAYE** IN HIS CAPACITY
AS MUNICIPAL MANAGER WHO WARRANTS THAT HE HAS THE NECESSARY AUTHORITY TO DO SO)

AND

FULL NAME **:**

IDENTITY NUMBER **:**

ADRESS **: Erf ……**

: CALA
5455

(HEREIN REFERRED TO AS THE PURCHASER)

1.

PROPERTY SOLD

CERTAIN piece of land being Erf No. Cala
MEASURING:

HELD under Deed of No.

PURCHASE PRICE

1. The purchase price for Residential Property is the sum of.....
   .....and....**N/A**.....in the case of Business Property.
2. The parties record and agree as follows:
   a) The Seller agreed to the purchase price referred to in 1. Above;
   b) The municipality has got the right to negotiate this sale with the Purchaser,
   c) The purchaser must pay 50% of the Purchase Price before he/she can take possession of the PROPERTY
3. With due regard to the provisions of 1.2(c) above, the Purchaser shall furnish the Municipality with a guarantee to their satisfaction as they may require for the payment of the purchase price referred to above, the interest and pro-rata share of rates, taxes and assessments. The Purchaser shall be liable for the cost of issue of such guarantee.
4. The payment referred to above in 1.1 and the guarantee referred to in 1.3 above shall be furnished within 21 (twenty-one) days from the date of signature hereon, provided however that such time may be extended by the Municipality or its Attorney in writing for such period as their sole discretion may determine.
5. All payments by the purchaser hereunder not made in cash shall be made free of exchange.

2

POSSESSION AND OCCUPATION

1. Subject to compliance with provisions of clause 1.5 hereof the Purchaser shall be given possession of the said property on date of registration from which the property shall be at the sole risk, loss or profit of the purchaser who shall make his own arrangements in regard to insurance date.
2. The Purchaser shall commence construction within 12 months of transfer and complete construction within 24 months thereafter.
3. The Municipality has a right to cancel or repurchase the property if development is not completed.
4. The Purchaser shall utilize the property solely for the purpose for which it was acquired and in accordance with the applicable zoning scheme and land use rights applicable to the property. No alternative use shall be permitted without the prior written approval of the Municipality
5. The Municipality provides no warranty regarding availability or capacity of municipal services other than those expressly stated in writing.

TRANSFER

1. Subject to compliance with the provisions of clause 2.5 hereof, registration of transfer shall be effected into the name of the Purchaser as near as possible to the date of sale and the Purchaser shall be obliged to sign all necessary documents to enable transfer to be effected.

RATES AND TAXES

1. The Purchaser is liable for all rates and taxes from date of possession of the property.
2. No transfer shall be registered until the full purchase price, all municipal charges and all costs payable in terms of this agreement have been settled.

COSTS OF TRANSFER

1. All cost of and incidental to transfer, including transfer duty of this Deed of Sale, the legal payable in respect of the transfer, the cost of obtaining any necessary permit or consent from any statutory body or official to effect transfer shall be borne by the Purchaser.
2. The costs of transfer as detailed in sub-clause 6.1 hereof shall be paid in advance by the Purchaser to the Attorneys when called upon to do so.

3.

SALE VOETSTOOTS

1. The property is sold as described in the existing Deed of grant, Title Deed of deeds or General Plan thereof subject to all conditions and servitudes (if any) attached thereto or mentioned or referred to in the said Deed of Grant. Title Deed of Deeds, the conditions of Title or Establishment relating to the establishment of the Township of which the said property forms part and such other conditions as may by law be required to be inserted in the Title Deed to effect registration into the name of Purchaser.

2. It is also sold in terms of the General Plan of the Township of which it forms part to the extent such as it lies at present and the Seller shall not be liable for any deficiency existing or which may be revealed on any re-survey, nor shall the Seller benefits by any possible surplus.
   .
3. The Purchaser acknowledges that the property, including buildings and erections, thereon is purchased as it stands at the date of sale as defined in clause 11 hereof subject to all defects latent and patent that may exist or may in future be bound to exist in respect of the said property, building or erections any implied warranty being expressly excluded, that is to say voetstoots.

4. It is agreed that it is the duty of the Purchaser to familiarize himself with the Development Agreement as well as the provisions of any Town Planning Scheme, Conditions of Establishment, Building Plans, zoning regulations or other law or regulations relative to the property.

CONVEYANCING

1. Transferee from Seller to the Purchaser shall be effected by the Attorney of the **SELLER:**

4.

SANCTIONS CLAUSE

1. Should the Purchaser fail to perform all or any of the above-mentioned conditions, or commit any breach of this Deed of Transfer and fail to remedy such omission or breach within Ten (10) days of the posting of a letter addressed by pre-paid registered post to him at the domiciliumcitandi at executandi chosen by him herein, the cost whereof shall be borne by the Purchaser, the Seller shall have the right to cancel this contract summarily by directing a letter, addressed to the Purchaser of such cancellation, in which event the Purchaser shall be liable for any damage suffered by the Seller by reason of the cancellation including interest thereon at 18% (Eighteen Percent) per annum as well as eviction from the said property if occupied by the Purchaser and repossession thereof by the Seller or alternatively, to take action forthwith against Purchaser for the recovery of the whole of the purchaser under this Agreement.

2. No indulgence, latitude or extension of time which may be by the Seller to the Purchaser in respect of any payment provided for herein or any matter or anything which the Purchaser is bound to perform in terms hereof, shall be deemed to be a waiver of the Seller`s right at any time and without notice to require strict and punctual compliance with each provision and term thereof.

5.

RE-SURVEY

1. Should it be necessary to re-survey the property or to locate the existing pegs, in order clearly to define the property, then and in such event the costs of such re-survey or locating beacon shall be paid by the Purchaser.

DATE OF SALE

1. The date of sale is either:

2. The date of fulfilment of the condition referred to in 16 hereafter, (namely the date of registration of the township) if this agreement is signed prior to such date of registration or,

3. Signature hereon if signed after the date of the registration of the township and the Purchaser acknowledge that he aware that penalty interest will accrue on transfer duty which has not been paid within six months from the date of the sale.

DOMICILIUM CITANDI

1. The Purchaser hereby chooses domiciliumcitandi at executandi for purposes under this agreement at:
2. The Seller hereby chooses domiciliumcitandi at executandi for all purpose under this agreement.

6.

IMMOVABLE IMPROVEMENTS

1. The Purchaser acknowledges hereby that in the event of this Deed of Sale referred to a serviced erf upon which immovable residential/business improvements have not yet been paid, then and in that event a further, separate agreement will have to be made with the Developer with regard to the construction of such immovable residential/business improvements.

MAGISTRATE`S COURT JURISDICTION

1. Should the Purchaser so wish then the Seller hereby consents in terms of Section 45 of Act 32 of 1944 or any amendment thereof or substitution therefore to the Purchaser taking any legal proceedings for enforcing any of his rights under this agreement for the recovery of moneys claimable under this Agreement, cancellation thereof, damages or otherwise in the Magistrate`s Court of any District having jurisdiction in respect of the Purchaser by virtue of Section 28 (1) of the aforesaid Act.

WARRANTIES/REPRESENTATION AND VARIATION

1. This Deed of Sale constitutes the entire contract between Seller and Purchaser and is in substitution of any prior agreement or arrangement between parties and no Warranties, representations, variation, additions, consensual cancellations, novations or waiver of rights not recorded herein shall be binding on the Purchaser unless endorsed hereon and signed by the parties hereto.

CONDITIONAL SALE

1. This entire agreement is made conditional upon the registration of a Township over the area in which the properties are situated.

7.

SIGNATURE HEREON AFTER DATE REGISTRATION OF TOWNSHIP

1. In the event of this Deed of Sale being signed after fulfilment of the conditions referred to in clause 16.1 above then, notwithstanding anything to the contrary herein contained, any reference herein to be township yet to be registered will be deemed to be a reference to a township having already been registered.

DATED AT CALA/ELLIOT ON THIS …. DAY OF …… 202..

AS WITNESSES:

1.....

2..... **.....**
PURCHASER

DATED AT CALA/ELLIOT ON THIS ….. DAY OF ….. 202…
AS WITNESSES:

1..... **.....**
SELLER'S REPRESENTATIVE

2.....