



DEED OF SALE

SETSOTO LOCAL MUNICIPALITY

and

FICKSBURG ABATTOIR TRUST

CONTRACT MANAGEMENT TEAM:

AM MOKOENA -Contracts Management

KV MOREMEDI/CONTACTS: 051 933 9367/14

1. PARTIES

The parties to the Sale are:

1.1 SETSOTO MUNICIPALITY,

A Municipality established in terms of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998), conducting business at 27 Voortrekker Street, Ficksburg, 9730.

Herein represented by **STR RAMAKARANE**

In his capacity as the MUNICIPAL MANAGER in terms of Incidental Powers paragraph 1.2 as contained in the Delegation System and Delegation of Powers of Setsoto Local Municipality

(Herein referred to as the **SELLER**)

and

1.2 FICKSBURG ABATTOIR TRUST a duly registered trust with trust no: IT140708 and

Duly represented by **Louise Sinclair** with ID number: 8705060044084 and who is Duly authorised to represent the trust.

(Herein referred to as the **AUTHORISED REPRESENTATIVE**)

2. SALE

2.1 The seller hereby sells to this purchaser the property described as **ERF 762, FICKSBURG 9730**.after the purchaser was the successful bidder in a tender process for the said erf.

(Herein referred to as the **PROPERTY**).




3. PURCHASE PRICE


3.1. The purchase price is the sum of **(R1 482 000.00)** vat inclusive, which does not include all transfer costs.

3.2. The parties confirm that the purchase price has been paid.

4. OCCUPATION

4.1 Occupation/possession of the property shall be given to the purchaser upon registration of the property into the purchaser's name.

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- 4.2 As from the date of registration of the transfer of the property, the property will be at the sole risk, profit or loss of the purchaser, including the obligation to pay full rates and service.

5. CONDITIONS AND SERVITUDES

5.1 The property is sold "voetstoots" without any undertakings whatsoever by the Seller regarding the condition of the Property. The Seller is therefore not liable for any defects in the Property nor for any damages suffered by the Purchaser by reason of such defects and is subject to all conditions and servitudes attached thereto.

5.2 Furthermore, the following conditions in favour of the seller apply:

5.2.1. The property is sold to the purchaser for the sole business purpose only.

5.2.2. The purchaser shall submit the building plan to the Municipality before building on the property for approval, in the event of new structures erected.

5.3 Should any condition contained in this agreement not be fulfilled in the time specified, the entire agreement will automatically come to an end.

6. BREACH

6.1. If the Purchaser commits any breach of any terms of this agreement and fails to remedy that breach within seven days posting, by registered post, of written notice requiring purchaser to remedy that breach, the Seller shall be entitled, without prejudice to other rights in law, either: -

6.1.1. To claim payment of all amounts payable in terms of this agreement whether or not they are then due; or


6.1.2. To cancel the sale by written notice to the Purchaser.

6.1.3 If the Seller cancels this agreement, all amounts paid by the Purchaser to the Seller shall be forfeited, alternatively, at the Seller's option, the Seller shall be entitled to claim and recover all damages which it may have suffered, pending the determination of which the Seller shall be entitled to retain all amounts paid to be set off against those damages when they are determined.

6.1.4. If this agreement is cancelled or lapses, the Purchaser must immediately leave the Property and hand it back to the Seller in the same condition as it was when the Purchaser took occupation. The Purchaser will have no claim against the Seller arising out of any changes or additions made to the Property by the Purchaser.

7. PURCHASER'S OBLIGATION

7.1 Until transfer of the property hereby sold has been registered in the name of the purchaser, the purchaser shall as from the date upon which it is entitled in terms of the agreement to occupation:

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- 7.1.1 at its own cost, maintain the property in a neat and tidy condition to the reasonable satisfaction of the seller;
- 7.1.2 at its own cost, clear the property completely of all material structures, to the satisfaction of the seller, for the purpose of implementing improvements to the property contemplated in clause 5.2.1 above.

8. DOMICILIUM

8.1 It is hereby agreed by the parties that their respective addresses as herein under stated shall be the addresses to which all notices or other documents may be sent. For the purpose of service of any legal process, notice shall either be delivered by hand or sent by prepaid registered post:

8.1.1. Seller: **SETSOTO LOCAL MUNICIPALITY**

The Municipal Offices
27 Voortrekker Street
Ficksburg
9730

8.1.2. Purchaser: **FICKSBURG ABATTOIR TRUST**

Erf 762 (abattoir)
Ficksburg
9730

8.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary his *domicilium* to any other address within the Republic of South Africa which is not a post office box or *poste restante*.

8.3. Any notice given and any payment made by either party to the other which:-

8.3.1. 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 the delivery.

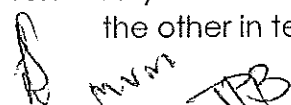
8.3.2. Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fifth day after the date of posting.

9. JURISDICTION

9.1 In the event of any legal action arising out of this Agreement then the parties do hereby consent to the jurisdiction of the Magistrate's Court.

10. INDULGENCE

10.1 Any relaxation, indulgence, extension or waiver which either party may allow the other in terms of this Agreement, shall in no way prejudice their rights.





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11. COSTS

11.1 The Purchaser shall pay the costs of drawing another contract should any be drawn by an attorney and any costs incidental to the registration of the transfer of the property into the name of the Purchaser, including transfer duty and bank charges. All those costs shall be paid by the Purchaser on demand.

12. TRANSFER

12.1. The Purchaser is responsible for payment of the Conveyancer's fees in respect of the registration of transfer of the Property into the Purchaser's name, such fees being payable to the Conveyancer on demand.

12.2 The Seller and the Purchaser must immediately, when asked to do so sign all documents required to be signed in connection with the transfer of the Property.

12.3 The Purchaser must ensure that the Property is registered within 90 (ninety) days after the date of signature hereof.

13. RIGHT OF FIRST APPROVAL

13.1 The purchaser, his/her heirs, executor or assign, shall not be entitled for a period of Five (5) YEARS from the date of registration of the property, without prior written consent of the Seller, sell the property to another person(s), business or company or whatever legal entity, which consent shall not be unreasonably withheld.

14. WARRANTY

14.1 If the purchaser is a company or close corporation, the person signing on behalf of purchaser warrants that the company or the close corporation is duly registered as such and he shall personally be liable as Purchaser in terms of this agreement if such company or close corporation does not legally exist, or for whatever reason is not bound to this agreement or fails to comply with the provisions thereof.

15. GENERAL

15.1. This agreement constitutes the full agreement between the parties and no representations, warranties or any other terms and conditions not contained herein shall have any effect.

15.2. No amendment of this agreement or agreement to cancel shall have any effect unless in writing and signed by the parties or by their authorized representatives.

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15.3. The Seller warrants that the amount referred to in clause 3.1 above is the true purchase price in respect of the Property and that no other direct or indirect payments are or will be made between the parties in respect of the purchase of the Property, except as stated in this agreement.

SIGNED AT FICKSBURG ON THIS 25th DAY OF January 2018



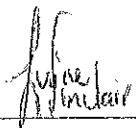
STR Ramakarane
Municipal Manager
Setsoto Local Municipality

AS WITNESSES:

1. J. Linye 
Name & Signature

2. T. Maleke 
Name & Signature


SIGNED AT Ficksburg ON THIS 25th DAY OF January 2018



Louise Sinclair
Authorised Representative

AS WITNESSES:

1. M. Moko 
Name & Signature

2. AB Khosa 
Name & Signature