



SOUTH AFRICA

**THE PROCUREMENT OF SUITABLE NATIONAL OFFICE
ACCOMMODATION FOR THE ELECTORAL COMMISSION**

**VOLUME 2 OF 3:
OFFER TO PURCHASE AGREEMENT**

OFFER TO PURCHASE

in respect of the Sale of Property

between

“the Seller”

and

ELECTORAL COMMISSION (“EC”)

“the Purchaser”

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TABLE OF CONTENTS

NO.	CLAUSE HEADING	PAGE
1.	THE PARTIES	5
2.	INTRODUCTION.....	5
3.	INTERPRETATION.....	5
4.	DEFINITIONS	7
5.	SUSPENSIVE CONDITIONS	9
6.	SALE	10
7.	PURCHASE PRICE AND PAYMENT	11
8.	PLACE OF PAYMENT.....	12
9.	RISK	13
10	LIABILITIES.....	13
11	COSTS.....	13
12	TRANSFER.....	14
13	ADJUSTMENT ACCOUNT	15
14	WARRANTIES.....	17
15	NOTICE OF SALE	19
16	BREACH.....	20
17	FIT OUT AGREEMENT, PROGRAMME AND PENALTIES	20
18	NOTICES	21
19	INDULGENCES	22
20	VARIATION AND CANCELLATION.....	22
22	ENTIRE AGREEMENT	24
23	JURISDICTION	24
24	CESSION AND DELEGATION	24

CONTENTS OF THIS PAGE NOTED:

.....
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ANNEXURE “A”	26
DESCRIPTION OF THE PROPERTY AND AUTHORISED PERSONS.....	26
ANNEXURE B	28
VOLUME 3 TECHNICAL OUTPUT SPECIFICATIONS.....	28
ANNEXURE “C1”	29
ANNEXURE C1. PURCHASE PRICE	29
ANNEXURE “C2”	30
PAYMENT SCHEDULE LINKED TO PROJECT FIT OUT DELIVERABLES AND MILESTONES	30
ANNEXURE “D”	31
FIT OUT AGREEMENT.....	31
ANNEXURE “J”	32
(ANNEXURE REFERENCE FROM VOLUME 1).....	32
DRAFT SPACE PLANNING LAYOUTS FROM TABLE 1 OF VOLUME 3.....	32
ANNEXURE “Q”	33
(ANNEXURE REFERENCE FROM VOLUME 1).....	33
FIT OUT SCOPE OF WORKS.....	33
ANNEXURE “R”	34
(ANNEXURE REFERENCE FROM VOLUME 1).....	34
FIT OUT PROGRAMME.....	34
ANNEXURE “S”	35
(ANNEXURE REFERENCE FROM VOLUME 1).....	35
MOVE PROGRAMME.....	35

CONTENTS OF THIS PAGE NOTED:

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1. THE PARTIES

1.1. The parties to this agreement are:

1.1.1. the Purchaser;

1.1.2. the Seller.

2. INTRODUCTION

2.1. The Seller is the owner of the property.

2.2. The Purchaser wishes to acquire the property, upon the terms and conditions herein set out.

2.3. The Seller wishes to sell the property, upon the terms and conditions herein set out.

3. INTERPRETATION

3.1. Headings in this agreement are for reference purposes and accordingly do not form part of this agreement and shall not be used for interpreting or construing any word, sentence, sub-clause or clause of this agreement.

3.2. Any provision contained in any definition or recorded in or annexure to this agreement, which confers rights or imposes obligations on any party, shall be deemed to be a substantive provision of this agreement even if no reference is made to such provision in the body of this agreement and effect shall be given to such provision as if it were a substantive clause in the body of this agreement.

3.3. Unless the context clearly indicates a contrary intention, an expression which denotes:

3.3.1. any gender includes the other genders;

3.3.2. a natural person includes a juristic person (and vice versa); and

3.3.3. the singular includes the plural (and vice versa).

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- 3.4. Words and expressions which are defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 3.5. This agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 3.6. Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter.
- 3.7. If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holidays, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday, excepting that the foregoing shall not apply to the calculation of interest.
- 3.8. Annexures to this agreement shall be deemed to have been incorporated herein and shall form an integral part hereof.
- 3.9. A reference to:
- 3.9.1. a party in a document shall include that party's successors and permitted assigns;
- 3.9.2. an enactment is to that enactment as at the date of signature of this agreement and as amended or re-enacted from time to time;
- 3.9.3. a document includes an amendment or supplement to, or replacement or novation of that document.
- 3.10. Where figures are referred to in numerals and words and there is any conflict between the two, the words shall prevail.
- 3.11. Where value added tax is payable in respect of any transaction recorded in this agreement and the agreement is silent on the matter, then the purchase consideration reflected in this agreement shall be exclusive of such value added tax.

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4. DEFINITIONS

4.1. In this Agreement, unless the context clearly otherwise requires:

- 4.1.1. "Adjustment Account" Means the account that will be used to reconcile any outstanding financial obligations related to the property between the Purchaser and the Seller. This account will ensure that all costs i.e. property taxes, utility bills, and other expenses, are divided and settled at the time of the transfer;
- 4.1.2. "Agreement" means this agreement read together with all annexures hereto;
- 4.1.3. "Certifier/s" A group of suitably qualified individuals, or a Multidisciplinary Consulting Engineering Firm or a combination of both who will review the fit out work completed against the Payment Schedule and make recommendations to the Purchaser's Technical Advisors regarding payments to be made by the Purchaser
- 4.1.4. "Companies Act" means the Companies Act, 2008, as amended;
- 4.1.5. "Conditions" means the suspensive conditions set out in clause 5.1;
- 4.1.6. "Conveyancer" means the company/ person mandated by the Electoral Commission to carry out the legal process whereby the Electoral Commission in the legal format designated (a person, company, close corporation or trust) becomes the registered and legal owner of immovable property, including improved and unimproved land, houses, farms, flats and sectional titles, as well as the registration of bonds and other rights

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		to fixed properties, including servitudes, usufructs and the like
4.1.7.	“Effective Date”	means the date of registration of transfer of the property in the name of the Purchaser;
4.1.8.	“Effective Date Liabilities”	means all liabilities of the Seller in respect of the enterprise as at the effective date;
4.1.9.	“Fit Out Agreement”	means the agreement together with the plan, programme and payment schedule to be set out in the annexures marked “J”, “Q”, “R”; and “C2”
4.1.10.	“Fit out period and programme”	Is the period of time from the date of transfer of the Building to the Electoral Commission as contained in the fit-out programme Annexure R (Annexure Reference from Volume 1).
4.1.11.	“Move Management & Programme”	Is the period of time from the date of completion of the fit out for the move of the Electoral Commission into the Building as contained in the move programme Annexure S (Annexure Reference from Volume 1).
4.1.12.	“Long Stop Date”	means three months after the occupancy date to be negotiated and agreed as per the project plan attached as Appendix R (Project Programme for fit out), from the date of transfer of the Building to the Electoral Commission.
4.1.13.	“Property”	means the property with the name and details as stated on Annexure “A” hereto which the Seller wishes to sell.
4.1.14.	“Insolvency Act”	means the Insolvency Act, 1936, as amended;
4.1.15.	“Parties”	means the Seller and the Purchaser;
4.1.16.	“Purchaser”	means the Electoral Commission as established by Section 3 of the Electoral Commission Act, Act 51 of 1996; and governed by the Public

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		Finance Management, Act 1 of 1999 as amended;
4.1.17.	"Purchase Price"	means the purchase price as recorded in clause 7;
4.1.18.	"Seller"	Means _____, Registration Number _____;
4.1.19.	"Signing Date":	means the date of signature of this agreement by the party signing last in time;
4.1.20.	"VAT"	means value-added tax as provided for in the VAT Act;
4.1.21.	Land Reform (Labour Tenants) Act	means Land Reform (Labour Tenants) Act 3 of 1996 as amended
4.1.22.	Restitution of Land Rights Act	means Restitution of Land Rights Act 22 of 1994 as amended
4.1.23.	"VAT Act"	means the Value-Added Tax Act, 1991, as amended.
4.1.24.	Extension of Security of Land Tenure Act	Extension of Security of Land Tenure Act 2 of 1997 as amended
4.1.25.	Interim Protection of Informal Land Rights Act	Interim Protection of Informal Land Rights Act 31 of 1996 as amended
4.1.26.	Upgrading of Land Tenure Rights Act	Upgrading of Land Tenure Rights Act 6 of 2021
4.1.27.	National Monuments Act	National Monuments Act 28 of 1969

5. SUSPENSIVE CONDITIONS

- 5.1. The sale of the Property shall be subject to the fulfilment of the following suspensive conditions within **30 (thirty) days** of the Signing Date:

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- 5.1.1. the conclusion by the Purchaser to its reasonable satisfaction of a due diligence investigation into Property, the scope of which investigation shall otherwise be in the sole discretion of the Purchaser;
- 5.1.2. the Seller to provide the Purchaser the final approved space planning layouts as agreed to be attached to the Fit-Out agreement as **“Annexure B”**;
- 5.1.3. the Seller is also to provide the Purchaser with a Performance Guarantee to the value of 10% of the fit-out costs to cover the undertaking as per 5.1.2 above;
- 5.1.4. where applicable, the Shareholders of the Seller’s Company passing a resolution in terms of Section 112/115 of the Companies Act 71/2008 (as amended), agreeing to the terms and conditions of this agreement, ratifying and authorising the sale contemplated herein;
- 5.1.5. where applicable, the Purchaser’s (through the Accounting Officer) approval documentation (resolution) agreeing to the terms and conditions of this agreement, ratifying and authorising the purchase contemplated herein; and
- 5.1.6. the due delivery of the duly passed resolutions referred to above.
- 5.2. The conditions are stipulated for the benefit of both parties and may therefore only be waived by the parties at any time prior to the date fixed for the fulfilment of the conditions by written agreement.
- 5.3. The parties shall, to the extent that it is within their power to do so, use their best endeavours to procure fulfilment of the conditions.
- 5.4. The Seller shall make available to the Purchaser and its authorised representatives all books, records, documents and information pertaining to the property as they may reasonably require for the purposes of conducting the due diligence investigation.
6. **SALE**
- 6.1. The Seller hereby sells to the Purchaser the Property, who purchases the Property, with effect from the Effective Date.

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- 6.2. It is specifically recorded that:
- 6.2.1. the Seller must comply with the VAT Act;
- 6.2.2. accordingly, VAT will be levied on the sale of the property in terms of the VAT Act.
- 6.3. The Property is sold free of any liabilities and debts whatsoever relating to and arising from the Property and which arose before the Effective Date ("Effective Date Liabilities"), and the Seller to that end shall be liable for the Effective Date Liabilities as and when they fall due and hereby indemnifies the Purchaser in respect of the effective date liabilities.
- 6.4. The acquisition of the Property shall be subject to:
- 6.4.1. all the conditions, encumbrances, restrictions and servitudes contained in the title deeds of the Property;
- 6.4.2. any other conditions, encumbrances and restrictions disclosed by the Seller to the Purchaser in terms of the provisions of this Agreement.

7. PURCHASE PRICE AND PAYMENT

- 7.1. The Purchase Price of the Property shall be the sum of R __ (see note below) ____ (see note below) ____). The Purchase Price¹ is inclusive of VAT². In the event that the South African Revenue Services (SARS) rules that VAT is payable at a higher rate than the zero rate as defined in cl 6.2.2, the Purchaser shall be liable to pay VAT (calculated at such higher rate) in addition to the Purchase Price. In that event the Seller will furnish the Purchaser with an appropriate VAT invoice in accordance with the provisions of the VAT Act and the Purchaser shall pay such VAT upon presentation thereof.

¹ Price to be completed only in the Envelope 2 financial proposal. No amounts/figures/numbers to be inserted here at bid submission

² Applicable if the seller is registered for VAT

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7.2. The Purchase Price will be payable as follows:

7.2.1 a ten percent (10%) deposit in the amount of R (see note below) _____ (See note below __) ³ of the purchase price of the property only, is payable on date of signature of the Agreement, which deposit is to be paid to the Conveyancer's Trust Account, to be invested in an interest bearing account, and which interest is to accrue to the benefit of the Purchaser, subject to the Purchaser signing an Authority to Invest and by providing the required FICA documentation; The deposit will be claimed by the Purchaser upon default or irregularity by the Seller. The balance of the purchase price shall be paid as per the requirements of the transfer process against registration of transfer of the Property into the name of the Purchaser.

7.3. The Fit-out Price, including Move Programme for the Property shall be the sum of R _____ (see note below) _____ (_____ (see note below) _____). The Fit-out Price⁴ is inclusive of VAT⁵. The Fit-out Price shall be paid in monthly payments during the fit out contract period based on certified deliverables based on progress against the details in the Project Programme (Annexure R) and as detailed in the Payment Schedule (Annexure C2) as certified by the Certifier/s.

8. PLACE OF PAYMENT

All payments due by either party under this agreement shall be made at such bank account in the Republic of South Africa as the Parties may specify.

³Price to be completed only in the Envelope 2 financial proposal. No amounts/figures/numbers to be inserted here at bid submission

⁴ Price to be completed only in the Envelope 2 financial proposal. No amounts/figures/numbers to be inserted here at bid submission

⁵ Applicable if the seller is registered for VAT

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9. RISK

- 9.1. As from the Effective Date, all the risks and benefits of ownership of the Property, shall pass to the Purchaser.
- 9.3 On the Effective Date the Purchaser shall automatically and irrevocably be deemed to have obtained:
- 9.3.1 cession, assignment and transfer of the Seller's rights and claims in relation to or in connection with the Property against any local and/or other competent authority or party;
- 9.3.2 the Seller shall deliver to the Purchaser:
- 9.3.2.1 all keys and other movable property relating to the Property in the possession or under the control of the Seller;

10 LIABILITIES

- 10.1 The Seller shall procure that the Effective Date liabilities, which are not expressly taken over by the Purchaser, are discharged by the Seller in full, timeously, and without any recourse to the Purchaser.
- 10.2 Accordingly, without any prejudice to any of the rights of the Purchaser arising from any of the provisions of this agreement, the Seller hereby indemnifies the Purchaser against all loss, liability, damage or expense arising from the Effective Date liabilities not assumed by the Purchaser and/or from any failure to discharge any of them timeously or at all.

11 COSTS

- 11.1 The Purchaser shall be liable for and shall on receipt of their account pay to the conveyancer:

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- 11.1.1 the legal costs of and incidental to the transfer of the property to the Purchaser;
- 11.1.2 VAT, if applicable in terms of clause 7.1, against delivery of an appropriate VAT invoice;
- 11.1.3 the Purchasers contribution, as determined by the Conveyancer in terms of clause 12.2, to the amount required to obtain a rates clearance.
- 11.2 Save as set out in clause 11.1, each party shall bear its own costs of and incidental to the preparation and signature of this agreement and settling its terms and conditions.

12 TRANSFER

- 12.1 Transfer of the Property to the Purchaser shall be given to the Purchaser within the timelines determined by the Deeds Office guidelines and processes after the Purchase Price and the rates and costs payable by the Seller have been secured or paid, as the case may be, and the Seller has otherwise complied with its obligations then due in terms of this Agreement.
- 12.2 Each of the Parties shall make such contributions as the Conveyancers may specify to the costs and charges necessary for purposes of the registration of transfer. To the extent that each Party pays any amount in excess of the amount for which it is liable, such payment shall be dealt with in the adjustment account referred to in clause 13.4.
- 12.3 Transfer shall be effected by the Conveyancer.
- 12.4 Each party shall, within 7 (seven) days of being called upon to do so by the Conveyancer, sign all documents required to be signed, and furnish all documents required to be furnished by that Party, to enable transfer of the Property to be given to the Purchaser.
- 12.5 The Seller shall at its own expense, on demand, prior to the Effective Date:
 - 12.5.1 deliver to the Purchaser a valid Certificate of Compliance in respect of the electrical installation on the Property, which certificate shall be issued by an accredited person, as required in terms of the Electrical Installation Regulations 1992 (as amended) promulgated in terms of the Occupational Health and Safety Act, 1993, as amended;

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- 12.5.2 cause to be done whatever may be necessary in order to ensure timeous compliance with clause 12.5.1 above, including, without limiting the generality of the foregoing, the carrying out of such inspection as may be necessary and, where applicable, the implementation of such Fit Out, repairs and/or improvements to such electrical installation as may be necessary to enable such accredited person to issue such certificate of compliance.
- 12.5.3 The Seller hereby undertakes at his/her/its own costs to furnish to the Conveyancer, prior to the transfer:
- 12.5.3.1 Certificate of Electrical Compliance from an accredited electrical contractor in terms of the regulations of the Occupational Health and Safety Act No. 85 of 1993, as amended.
- 12.5.3.2 Certificate issued by a registered gas installer to the effect that all the gas installations on the Property complies with the industry standard (if applicable).
- 12.5.3.3 An electric fence compliance certificate in terms of Regulation 12 of the Electrical Machinery Regulations issued in terms of the Occupational Health and Safety Act, Act 85 of 1993 (if applicable).
- 12.5.4 The Seller warrants that no additions or alternations will be made to any of the electrical or gas installations on the Property after the issue of the relevant Certificates and prior to occupation by the Purchaser, or transfer, whichever is earlier.
- 12.5.5 Should the Seller fail to furnish the Purchaser with the required Certificates timeously, the Purchaser shall be entitled to obtain the same and the Seller, by appending his/her/its signature hereto, authorises the Conveyancer to reimburse the Purchaser by deducting the costs thereof from the proceeds of the sale.

13 ADJUSTMENT ACCOUNT

- 13.1 Payment of any monies due to any party in terms of the adjustment account shall not constitute part of the Purchase Price and shall be effected separately from the payment of the Purchase Price.

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- 13.2 After the Effective Date, the Conveyancer shall forthwith deliver to the Parties copies of every document used in respect of the preparation of the adjustment account.
- 13.3 The adjustment account shall be prepared as a comprehensive adjustment account between the parties, in accordance with generally accepted accounting practice. In particular, but without derogating in any way from the generality with regard to the matters which require to be adjusted between the parties arising from this agreement, such adjustment account shall *inter alia* reflect as:
- 13.3.1 credits to the Seller:
- 13.3.1.1 that proportion of any amount paid by the Seller in respect of the Property or before the Effective Date for any period after that date in respect of:
- 13.3.1.1.1 any municipal charges, including assessment rates and/or other taxes, levies, charges or imposts of any local, regional, provincial, national or other competent authority, and charges in respect of sewerage and sanitation, effluent disposal and refuse removal;
- 13.3.1.1.2 charges for electricity, gas (where applicable) and water;
- 13.3.1.1.3 interest.
- 13.3.2 any credits due to the Purchaser.
- 13.4 If either Party is not satisfied with the reasonableness of any amount, or the basis of or accuracy of the calculation of the adjustment account or the figures used in its calculation, the Parties shall endeavour to resolve such dispute in line with Clause 21 (Dispute Resolution) of this Agreement.
- 13.5 If in terms of the adjustment account any amount is payable by any Party (hereinafter referred to as “the paying party”) to another Party (hereinafter referred to as “the payee”), the paying party shall, subject to the provisions of clause 13.4 above, effect payment of that amount to the payee within 7 (seven) days of the date on which the adjustment account is delivered or finally adjusted, as the case may be. Any amount so payable shall be deemed to have borne interest at the publicly quoted overdraft rate from time to

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time of Standard Bank of South Africa Limited from the Effective Date until the date of payment.

14 WARRANTIES

14.1 The Seller warrants to the Purchaser that as at the signing date and as at the effective date:

14.1.1 the property is not subject to any options or rights of pre-emption;

14.1.2 the property is not subject to any servitude or other real rights not reflected in the title deed thereof as at the signing date;

14.1.3 all information provided by the Seller in respect of the property to the Purchaser is true and correct in all material respects;

14.1.4 the property is not the subject of any expropriation or rezoning proceedings whatsoever, nor is the Seller aware of any steps which may give rise to any such proceedings;

14.1.5 the property is zoned appropriately for the present use thereof and all improvements to the property have been erected in full compliance with the provisions of the relevant Town Planning Scheme;

14.1.6 the improvements in, on and to the property:

14.1.6.1 comply in all material respects with the requirements of the local or any other relevant authorities and no changes or alterations requiring the approval of the relevant authorities have been effected to the property without such approval being first had and obtained in writing nor is the Seller under any obligation to any such authority to make any alteration, addition or repair to the property;

14.1.6.2 do not encroach any other property;

14.1.6.3 comply with all relevant legislation;

14.1.6.4 have been constructed in accordance with duly approved plans;

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- 14.1.7 the Property will have no employees whatsoever and there are no outstanding liabilities arising out of employment issues due to any previous employee of the Property;
- 14.1.8 any employees of any managing or other agent of the Seller are employed by such managing or other agent as principal and not as agent for the Seller;
- 14.1.9 the Seller has not granted any real right in respect of the property other than of which the Purchaser is aware;
- 14.1.10 the Property is not the subject of any legal proceedings and, in particular, any attachment, foreclosure or sale in execution proceeding;
- 14.1.11 the Property is not subject to any claim under any of the following legislation:
 - 14.1.11.1 the Restitution of Land Rights Act;
 - 14.1.11.2 the Land Reform (Labour Tenants) Act;
 - 14.1.11.3 the Extension of Security of Land Tenure Act;
 - 14.1.11.4 the Interim Protection of Informal Land Rights Act;
 - 14.1.11.5 the Upgrading of Land Tenure Rights Act;
 - 14.1.11.6 the National Monuments Act;
- 14.1.12 all information, whether documentary or oral, disclosed to the Purchaser in terms of the due diligence investigation is true and correct.
- 14.2 The Seller warrants that its signatory to this Agreement has the necessary authority to so bind it to this agreement.
- 14.3 Without prejudice to any rights of the Purchaser in terms of this agreement, the Seller indemnifies the Purchaser against any loss, liability, damage or expense which the Purchaser may sustain as a result of a breach of any warranty contained in this agreement.

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- 14.4 It is agreed that:
- 14.4.1 insofar as any of the warranties is promissory or relates to a future event, it shall be deemed to be given as at the due date for the fulfilment of the promise or the happening of the event, as the case may be;
- 14.4.2 each warranty is a separate warranty and is not restricted by reference to or inference from any other warranty.
- 14.5 The Seller further warrants to the Purchaser that if, between the signing date and the Effective Date, there is any material adverse change to the property, it shall advise the Purchaser thereof in writing. In such event the Purchaser shall be entitled to terminate this agreement.

15 NOTICE OF SALE

- 15.1 The Seller confirms hereby that it is an Investment Company and not a Trader as contemplated in Section 34 of the Insolvency Act, 1936, as amended ("the Insolvency Act") and the parties hereto agree that notice of this transaction will not be required to be published as contemplated in Section 34 of the Insolvency Act.
- 15.2 The Seller indemnifies the Purchaser against any loss or damage which the Purchaser may suffer as a result of notice of this transaction not being published in terms of the Insolvency Act.
- 15.3 The Purchaser shall have no duty to resist any proceedings to attach or to take possession of any of the sale assets by any persons against whom this transaction is void in terms of the Insolvency Act as a consequence of notice of this transaction not being published as aforesaid; provided that the Purchaser shall be obliged to give written notice to the Seller as soon as it becomes aware of any such proceedings.
- 15.4 If the Purchaser gives notice to the Seller in terms of clause 15.3, and the Seller fails within 30 (thirty) days of receipt by it of such notice to procure that the Property concerned are released from attachment or are returned to the Purchaser, as the case may be, then without prejudice to such other rights as the Purchaser may have against

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the Seller, the Purchaser shall be entitled by written notice to the Seller to cancel this Agreement. In that event this Agreement will be deemed to have been cancelled as a consequence of a material breach thereof by the Seller.

16 BREACH

In the event of either Party failing to comply with the conditions of this Agreement promptly and on due date and remaining in default for a period of 14 (fourteen) days after receipt by it of a written notice calling upon it to remedy its breach, the Party suffering under the breach shall have the right or option either:

- 16.1 to demand specific performance of this agreement and to take such action as may be necessary in order to implement and fulfil its rights in terms hereof and to recover any damage which it may suffer as a result of the defaulting Party's breach of contract;
- 16.2 forthwith to cancel this agreement and claim such damages as the Party suffering the default may have suffered as a result of the other Party's breach of contract;
- 16.3 the Parties hereto acknowledge and agree that the Conveyancer will be entitled to charge wasted costs in the event of cancellation of breach of the agreement by either party at the rate as prescribed by the Legal Practice Council. The Parties irrevocably agree that the wasted costs may be paid from any deposit, and hereby indemnifies the Conveyancer against any claims for damages or otherwise, that may be instituted by any party for reason of deducting such wasted costs in accordance with this clause.

17 FIT OUT AGREEMENT, PROGRAMME AND PENALTIES

- 17.1 The Seller will provide a fit out over a period of 6 months.
- 17.2 The Seller has engaged its own project management and professional team and contractors to complete the works.
- 17.3 The Seller has also engaged a moving company to provide the move management.
- 17.4 The Seller has provided a *Fit-out Agreement providing the contractual*

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requirements to carry out the Scope of Works as defined in Volume 3 which is as contained in Annexure B and pricing as per the Annexure C1. Annexure D, J, Q, R and S determine the Draft Space Planning Layouts, Fit-out Agreement, Response to the Scope of Works, Project Programme and Move Management as provided by the Seller and are attached to this agreement. The Fit-out Price for the above as contained in the Payment Milestone Schedule Annexure C2, will be paid by the Purchaser, monthly upon certification by the Certifier/s within 30 days after approval of the invoice.

- 17.5 Should the refurbishment, fit out and occupation of the building by Electoral Commission not have happened within this timeframe the Seller has provided, the Seller will be liable for a penalty equal to the rental being paid by the Electoral Commission for its current National Office until such time as the fit out is completed.

18 NOTICES

- 18.1 The parties hereby respectively choose domicilium citandi et executandi at their respective physical addresses as set out below, at which addresses all notices, correspondence and legal processes in relation to this agreement or any action arising there from may be effectually delivered or served:

18.1.1 Purchaser

- 18.1.1.1 physical street address:

Electoral House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0157n

facsimile number:

- 18.1.1.2 telephone number: 012 622 5700

18.1.2 Seller

As per Annexure "A"

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- 18.2 Any notice given by one of the parties to the other ("the addressee") which:
- 18.2.1 is delivered by hand, shall be presumed to have been received by the addressee, unless the contrary is proved, at the time of delivery or at the time of despatch by hand delivery as the case may be;
- 18.2.2 is transmitted by electronic mail to the addressee during the normal business hours of the addressee at its specified electronic mail address shall be rebuttably presumed to have been received by the addressee on the date of transmission as reflected on the sender's electronic mail records;
- 18.2.3 is sent by courier services to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7th (seventh) day after the date of posting
- 18.3 Either party shall be entitled on written notice served by registered post to the other, to change its address as set out above, provided that such address is a physical street address.

19 INDULGENCES

- 19.1 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.
- 19.2 Any indulgence must be reduced to writing.

20 VARIATION AND CANCELLATION

- 20.1 It is recorded that there exists no collateral and/or other agreements with regard to the matters dealt with herein, and that this is the sole agreement entered into by and between the parties.

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20.2 No agreement, implicitly or by conduct or otherwise, between the Purchaser and the Seller to:

20.2.1 cancel, alter, add to or delete from this Agreement;

20.2.2 waive any right to enforce any term of this Agreement, shall be binding upon the Parties to this Agreement or be of any force or effect unless reduced to writing and signed by all the parties hereto or on their behalf by their respective duly authorised agents.

21 DISPUTE RESOLUTION

21.1 In the event of any dispute between the Parties arising from this Agreement, the Party wishing to declare the dispute shall deliver to the other Party a written notice, which sets out:

- (a) a brief description of the nature of the Dispute, including the amount involved, if any, and the date on which the Dispute arose; and
- (b) the relief sought

21.1.1 The dispute shall be resolved within fourteen (14) days as determined by the nature of the dispute. The Parties shall attempt to settle such dispute by negotiation conducted in good faith among those representatives of each Party with the appropriate decision-making authority or expertise.

21.1.2 If such individuals are unable to reach agreement, the Dispute shall be referred to arbitration by a single arbitrator to be nominated by the Registrar of the Arbitration Foundation of Southern Africa (AFSA).

21.1.3 In all respects the arbitration shall be conducted in accordance with the rules, requirements and procedures determined by AFSA.

21.1.4 The Parties record that a non-refundable administration fee is payable on demand by AFSA, which fee shall be paid equally by the Parties.

21.1.5 Any award, including an award for costs, made by the arbitrator shall be final and binding upon the Parties and shall be carried into effect by them and made an order of any competent court.

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21.1.6 The procedures in this Clause shall not prevent either Party from obtaining appropriate relief on an urgent basis from a competent court pending the decision of the arbitrator.

22 ENTIRE AGREEMENT

The Parties hereby acknowledge that this Agreement records the entire agreement between them and that there are no conditions, express or implied or warranties, save and except those herein contained, binding on the Parties, unless set out in a written document signed by both Parties.

23 JURISDICTION

The Parties hereby consent to the jurisdiction of the Magistrates' Court for any action instituted by any party to this Agreement, arising from this agreement, but notwithstanding such consent, either Party may at its option, proceed in the High Court.

24 CESSATION AND DELEGATION

The Purchaser shall, at all times, be entitled to cede its rights and delegate its obligations in terms of this Agreement to any third party, provided that it shall have first procured the approval of the Seller, which approval shall not unreasonably be withheld or delayed.

24 SIGNATURES IN COUNTERPARTS

This agreement may be signed in separate counterparts in whichever electronic form, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same document and be regarded as an original.

Signed by the **Seller** at _____ on _____ 202_

Witness 1: _____

Witness 2: _____ The Seller herein represented by _____

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Witness 3: _____ being duly
authorised hereto.

Signed by the Purchaser at _____ on _____ 202__

Witness 1: _____

Witness 2: _____ **The Electoral Commission herein**

Witness 3: _____ **represented by** _____

being duly authorised hereto.

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ANNEXURE “A”**DESCRIPTION OF THE PROPERTY AND AUTHORISED PERSONS**

Description of property	
DESCRIPTION OF THE PROPERTY ATTACH ANNEXURES A: 1 TO A:⁶ WITH RELEVANT DOCUMENTATION	DETAILS AND DOCUMENTS
ERF NO/S	
PROPERTY SIZE BUILDING SIZE M² NO OF PARKING BAYS	
TOWN PLANNING AND ZONING RIGHTS	

⁶ Items to be included to be listed, included and completed by the Seller

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RATES AND UTILITY CHARGES (LAST THREE MONTHS)	
BUILDING CONDITION	
MAINTENANCE PLAN (IF APPLICABLE)⁷	

SELLER'S DOMICILIUM

Physical address:	
Postal address:	
Facsimile number:	
Telephone number:	
Email address	
Authorised Person Details	

⁷ Add any items where the Seller will upgrade as per the requirements of the Tender

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ANNEXURE B

VOLUME 2 TECHNICAL OUTPUT SPECIFICATIONS

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ANNEXURE “C1”

ANNEXURE C1. PURCHASE PRICE⁸

Note: The purchase price is only to be submitted as per the Annexure Y proforma in the separate sealed financial proposal and no price is to be included here at bid submission

⁸ To be included from Financial Proposal (Not to be included here at bid submission stage)

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ANNEXURE “C2”

PAYMENT SCHEDULE LINKED TO PROJECT FIT OUT DELIVERABLES AND MILESTONES⁹

Note: The payment schedule is only to be submitted as per the Annexure Y proforma in the separate sealed financial proposal and no payment schedule is to be included here at bid submission

^{9 9} To be included from Financial Proposal in Section 17 of Volume 1

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ANNEXURE “D”

FIT OUT AGREEMENT¹⁰

¹⁰ Write up of Project Team structure, fit out scope and other documentation as required

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ANNEXURE “J”

(ANNEXURE REFERENCE FROM VOLUME 1)

DRAFT SPACE PLANNING LAYOUTS FROM TABLE 1 OF VOLUME 3

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ANNEXURE “Q”

(ANNEXURE REFERENCE FROM VOLUME 1)

FIT OUT SCOPE OF WORKS

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ANNEXURE “R”

(ANNEXURE REFERENCE FROM VOLUME 1)

FIT OUT PROGRAMME

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ANNEXURE “S”

(ANNEXURE REFERENCE FROM VOLUME 1)

MOVE PROGRAMME

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