



LOCAL TENDER BOARD

FOR THE

MUNICIPALITY OF HENTIES BAY

TENDER NO: 003 / 2010

**PURCHASE OF RESIDENTIAL ERVEN LOCATED IN
THE TOWNSHIP HENTIESBAAI (EXT 10)**

TENDER CLOSING DATE: 30th APRIL 2010 AT 12H00

NAME OF TENDERER:.....

ADDRESS:

TELEPHONE NO: Home:..... FAX:

Work:.....Cell:.....

E-mail:.....

10 % of the tendered amount shall accompany the tender by way of a bank guaranteed cheque. If 10% of the tendered amount is not included the tender shall be disqualified. (Refer to Method of Payment, Clause 4).

1. TENDER ADVERTISEMENT

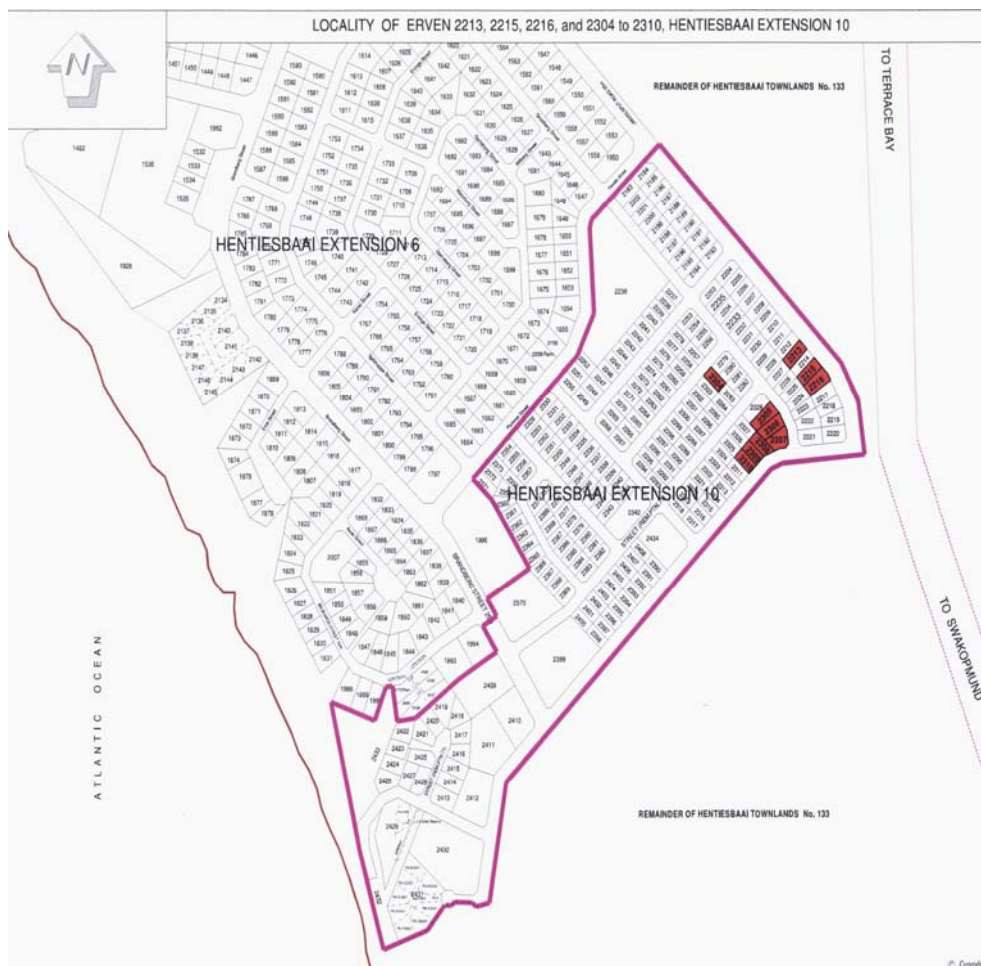
LOCAL TENDER BOARD FOR THE MUNICIPALITY OF HENTIES BAY

TENDER NUMBER: 003/2010

ALIENATION OF 10 RESIDENTIAL ERVEN: HENTIESBAAI (EXT 10)

Notice is herewith given that 10 RESIDENTIAL ERVEN IN THE TOWNSHIP HENTIESBAAI (EXT 10) are offered for sale on the basis of a CLOSED TENDER to the highest tenderer.

ERF NUMBER	SIZE IN SQUARE METRES	MINIMUM OFFSET PRICE
2213	599	N\$ 119 800
2215	595	N\$ 119 000
2216	686	N\$ 137 200
2304	496	N\$ 124 000
2305	708	N\$ 177 000
2306	705	N\$ 176 250
2307	682	N\$ 170 500
2308	550	N\$ 137 500
2309	496	N\$ 124 000
2310	496	N\$ 124 000



DOCUMENTS: Available at Cashiers Office

LEVY: N\$ 50.00 per document (Non-refundable)

CLOSING DATE: 30th April 2010 at 12H00

DELIVERY ADDRESS: Tenders in a sealed envelope clearly marked " TENDER No. 003/2009: PURCHASE OF RESIDENTIAL ERVEN LOCATED IN THE TOWNSHIP HENTIESBAAI (EXT 10)" shall be mailed to the under mentioned address or placed in the tender box at the Municipality of Henties Bay, Administrative Office Block on the corner of Jakkalsputz Road and Nickey Iyambo Avenue.

No faxes or E-mail shall be accepted.

ENQUIRIES: (Ms) J. Shatimwene
P.O.BOX 61
HENTIES BAY

E-MAIL: hbaytc@iway.na

TEL: (064) 502008

2. ERVEN TENDERED

ERF NUMBER	SIZE IN SQUARE METRES	MINIMUM OFFSET PRICE	TENDERED AMOUNT	*PREFERENCE IF MORE THAN ONE
2213	599	N\$ 119 800		
2215	595	N\$ 119 000		
2216	686	N\$ 137 200		
2304	496	N\$ 124 000		
2305	708	N\$ 177 000		
2306	705	N\$ 176 250		
2307	682	N\$ 170 500		
2308	550	N\$ 137 500		
2309	496	N\$ 124 000		
2310	496	N\$ 124 000		

***Footnote:** If the tenderer is interested in purchasing only one erf but wish to tender for various erven enhancing his opportunity to obtain an erf his/her preference of choice is to be indicated. The 10% payment accompanying the tender document shall then be in accordance with the highest tendered amount per erf.

3. CONDITIONS OF SALE

1. The property will be provisionally sold to the highest tenderer subject to confirmation of the sale by the seller within seven (7) days and the highest tenderer will be bound by his/her tendered amount for seven (7) days from the date of signature of these conditions by the Purchaser.
2. The Property is sold as described in the existing Title Deeds and is subject to all servitudes, conditions etc., as described therein. The Seller cannot be held responsible for any shortage should the property be re-surveyed and by the same token, the seller will not benefit by any surplus in the event of there being such a surplus.
3. The Purchaser acknowledges that he/she has inspected the Property "voestoots". The Purchaser further binds himself/herself and declares that he/she will not be entitled to institute any action against the Seller's agents for any defect latent or patent relating to the Property or the improvements thereon, in regard to any warranties, guarantees or representations made by the Seller's agent in regard to the Property and further acknowledges that no warranties have been made by the Seller to induce him/her to make an offer to purchase the Property.
4. The seller and the Purchaser hereby agree to the jurisdiction of the Magistrate's Court in the event of any action which may arise from this sale. The Seller, however, reserves his/their rights to institute action in the High Court and to charge High Court tariff if the Seller so chooses;
5. The parties hereto agree that the respective addresses as set out herein will serve as their domicilium citandi et executandi- in other words, the addresses to which all notices or documents relating to the Deed of Sale may be addressed.
6. The Purchaser will not be entitled to make any additions or alterations to the Property prior to registration thereof in his/her/their name without written consent of the Seller. The Purchaser undertakes to keep the Property in the same good order until date of transfer into his/her/their name or of re-delivery to the Seller in the event of this tender being cancelled for any reason whatsoever. If, in the Seller's opinion, the Property has not been kept in good order, the Seller shall be entitled, without notice to the Purchaser, to have the Property restored to good order and any such costs incurred will be for the account of the Purchaser.
7. The Seller has appointed Kinghorn & Associates as the Conveyancers and or Attorneys to register the transfer into the name of the Purchaser and the Purchaser will, on demand from the Conveyancers attending to the transfer of the Property, pay all transfer duties, including of VAT, if applicable. And
8. The Purchaser shall be responsible for all charges and costs relating to the Property including rates and taxes as from date of signing the Deed of Sale.

4 METHOD OF PAYMENT

Upon tendering, the Purchaser shall pay ten percent (10%) of the tendered amount by way of cash or bank guaranteed cheque to the Seller; which amount shall be refunded should the tendered amount not be accepted by the Seller for the property tendered for. The balance of the tendered amount shall be payable at date of transfer. No consideration shall be given for the redemption of the balance purchase price in monthly installments.

5. OCCUPATION OF PROPERTY

Occupation of the Property shall be given to the Purchaser on provision of irrevocable guarantees. In the event of there being a reason why occupation cannot be given as aforesaid, the Purchaser shall advise the Seller of such hindrance and shall do so in writing and the Seller shall thereafter have Fourteen (14) days to take steps to rectify the problem to give the Purchaser occupancy.

6. RISK AND DAMAGES

From date of signing the Deed of Sale or occupation granted in terms of clause 4 above the Property will be passed into the name of the Purchaser's risk, and from date of occupation or transfer, whichever occurs first, the Purchaser will be responsible for all charges and costs relating to the property.

In the event of the Purchaser being in breach of any of the conditions hereof as at the due date, the Seller or his /their agent will be entitled without prior notice to the Purchaser to:

- a. Cancel the sale by written notice sent by registered post to the Purchaser and all amounts paid by the Purchaser to date will be forfeited as "rouwkoop" and genuine pre-estimated damages and the Seller reserves his / their rights to claim any further damages from the Purchase; or
- b. Immediately claim the full purchase price and implementation of the conditions hereof, plus damages suffered, or to be suffered.
- c. The Purchaser hereby undertakes to pay all attorneys and own client costs, tracing fees and collection charges incurred by the Seller to obtain payment of the amounts due in terms of these conditions including interest at the maximum possible rate from date of signature hereof to date of payment.

Any extension of time or other concession granted by the Seller to the Purchaser shall not be deemed to be a waiver of the Seller's rights or to affect them in any way in terms of these conditions.

THUS DONE, SIGNED AND ENTERED into at _____ on

this ____ day of _____ 2010

TENDERER