



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO & ACCOUNTING AUTHORITY

# MAWIGA PETITIONERS

**HEAD OFFICE:**  
No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647  
Fax: 018 381 5847

Email: [Info@nwhc.co.za](mailto:Info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

 North West Housing Corporation



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NORTH WEST HOUSING  
CORPORATION

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OFFICE OF THE CEO

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**MR ERNEST KGASOE**

**VACANT LAND**  
**ERF 757 MOGWASE ZONE 2**

HEAD OFFICE:  
● No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

● Tel: 018 381 5029 / 0647  
● Fax: 018 381 5847

● Email: [Info@nwhc.co.za](mailto:Info@nwhc.co.za)  
● [www.nwhc.co.za](http://www.nwhc.co.za)

© 1 8 0 0 North West Housing Corporation



# OFFER TO PURCHASE

(Which becomes a deed of sale once signed by both parties)

Entered into between

**NORTH WEST HOUSING CORPORATION (NWHC)**

Herein represented by **SELLO ELLY MOGODIRI**

**in his capacity as the CHIEF EXECUTIVE OFFICER, duly authorised**

(Hereinafter referred to as the "THE SELLER")

and

Name : ERNEST SEONYATSENG\_

Surname: KGASOE

Identity: 590424 5899 081

(Hereinafter referred to as "THE PURCHASER")

O.E

W.S.

E.S.

## 1. PREAMBLE

**WHEREAS THE SELLER** is the owner of the property to wit a piece of land / developed property/portion of land and or subdivided property.

**AND WHEREAS THE SELLER** is desirous to sell the property to the Purchaser and that the purchaser is desirous to purchase the property from the seller

## 2. DESCRIPTION OF THE PROPERTY.

The property sold by the seller to the purchaser is described as

757 MOGWASE UNIT 2

## 3. PURCHASE PRICE

3.1. The purchase price of R 1.00 (ONE RAND ONLY) is payable in cash, alternatively and only in the event that purchaser demonstrates his or her inability to pay the full purchase price immediately then the purchaser must pay the purchase price in over a period not exceeding twelve months in equal instalments of R0.00.

3.2. Whilst the purchaser is entitled to pay the purchase price over a period not exceeding twelve months, the seller is not a registered credit provider and merely allows purchaser who might not have the full purchase price to acquire immovable property by paying in reasonable and affordable terms.

3.3.

## 4. VOETSTOETS

**The property is sold:**

4.1. In its present condition " VOETSTOETS" without liability on the part of the seller for:

4.1.1. And defects, latent or patent in the property or

4.1.2. Any damages suffered by the purchaser by reason of such defect.

4.2. Without any warranties of any nature either expressed or implied

4.3. If there is an error in description of property which is common to the parties, such error shall not be binding on the parties who shall in such extent be entitled to be rectification of this agreement to describe the property as set out in the seller's title Deed.

4.4. If the error is such that it is irremediable this agreement shall terminate.

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E.S.



## 5. OCCUPATION AND RISK

- 5.1. Occupation shall be given to the purchaser upon payment of the amount in terms of clause 3.1. above
- 5.2. Risk and profit shall pass upon the purchaser on the date of occupation.

## 6. SERVITUDES AND RESTRICTIONS

- 6.1. The property is sold subject to all conditions and servitude's as in the title deed.
- 6.2. The property is further subject to any restrictions imposed by the local authority or any legislations and furthermore to the right to minerals by the government of the North West Province.

## 7. TRANSFER AND TRANSFER COSTS.

- 7.1. Transfer of the property shall be effected by the seller's conveyancers within reasonable time after the purchaser has complied with its obligation in terms of this agreement. The Purchaser shall furnish all information and sign all documents when requested to do so by the seller's conveyancers.
- 7.2. The purchaser shall be liable to pay to seller's conveyancer all costs involved in the transfer of the property into his/her name including inter alia conveyancers' charges , value added tax , deeds office registration charges , a provision for rates , taxes , levies and any other municipality charges and other reasonable costs included by the seller's conveyancers.
- 7.3. All amounts that the purchaser is liable to pay in terms of this clause are payable on demand.

## 8. RATES AND CHARGES

The Purchaser will be liable to pay all the municipality rates, taxes and charges incurred from the date of occupying the said property.

## 9. BREACH

In the event of the Purchaser failing to comply with any of the terms and conditions of this agreement and failing to remedy such breach within (7) seven days of dispatch of an invoice by facsimile or by pre-paid/email registration post requiring the Purchaser to remedy such breach , then the Seller shall, without prejudice and in addition to any other rights which may have, be entitled to:

- 9.1. Cancel this agreement and retain all amounts paid by the Purchaser an agreed penalty or,

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E.S.

- 9.2. Cancel this agreement and claim such damage as the seller may have sustained by virtue of such breach.
- 9.3. Enforce compliance by the Purchaser of all Purchaser's obligations
- 9.4. The purchaser shall be deemed to have committed breach of its agreement if it:
- a. Commit an act of insolvency
  - b. Allow judgement against it remains unsatisfied for a period of (7) seven days or;
  - c. Being natural person surrenders the estate or is finally or provisionally sequestrated;
  - d. Generally, does or commit anything which may prejudice seller's rights under this agreement.
- 9.5. Should the seller breach any of its obligation, the Purchaser shall be entitled to:
- a. Cancel this agreement or;
  - b. Claim specific performance.

After notifying the seller in writing of the breach and affording the seller (10) ten days to remedy such breach. The period of (10) ten days afforded the seller to remedy its breach shall commence only after receipt of the written notification referred to in this clause.

## 10. DOMICILIUM , NOTICE AND JURISDICTION

- 10.1. For the purposes of any notice to be given of legal proceedings to be instituted by the parties, the parties hereby choose as their *domicilium citandi executandi* the physical addresses set out in the preamble hereof.
- 10.2. The purchaser consents in terms of Section 45 of the Magistrate Court Act, 1994 to the jurisdiction of the magistrate court having jurisdiction under section 28 of that Act to determine any action arising from the contract.

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E.S.

**11. GENERAL**

- 11.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 11.2. No amendments or consensual cancellation/ termination of this agreement or any provision or term or nay agreement, bill of exchange or other document issued or pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement , bill of exchange or other documents pursuant to or in terms for this agreement shall be binding unless recorded in a written document signed by the parties. Any such extensions, waiver or relaxation or suspension which is so given or made shall be strictly to the matter in respect where of it was made or given.
- 11.3. No extensions of time or waiver or relaxation of any of the provision or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

THUS DONE AND SIGNED BY THE PURCHASER AT Mabopane ON  
THE 21 DAY OF March 2023



**PURCHASER**

**AS WITNESS:**

1.  \_\_\_\_\_

2. \_\_\_\_\_

**FOR: THE PURCHASER**

THUS DONE AND SIGNED BY THE SELLER  
THE 22 DAY OF March 2023

AT Majikang ON

*[Signature]*  
SELLER

AS WITNESS:

3. *[Signature]*

4. \_\_\_\_\_

FOR: THE SELLER(NWHC)



NORTH WEST HOUSING  
CORPORATION

**OFFICE OF THE CEO**

**Date: 22 March 2023**

**Our Ref: 2/757/Mogwase/OEM/2023**

**Department of Local Government & Human Settlement  
Deeds Administration  
Disaster Management  
MAHIKENG  
2745**

Dear Madam

**CANCELLATION OF BOND AND CHARGE: ERF NO. 757 MOGWASE UNIT  
2**

The above matter refers.

We confirm that Erf No.757 Unit 2 Mogwase purchased by E S Kgasoe is fully paid. May you please cancel all bonds, and charge for this Erf and release the Title Deed. Contact us on 018 381 5029 if you need more clarity on this matter.

Hope you find the above in order.

Yours Sincerely

  
S E Motogodi  
Chief Executive Officer

**Date 22 March 2023**



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 29 May 2023

Our Ref: 2/757/Mogwase/LM/2023

3

Head of Department  
Provincial Department of Human Settlement  
Garona Building  
MAHIKENG  
2745

Dear Madam

PERMISSION TO BUILD A HOUSE ON ERF 757 UNIT 2 MOGWASE – E S KGASOE

North West Housing Corporation has allocated Stand No. 757 Unit 2 Mogwase to E S Kgasoe and is in the process of transferring the Erf into E S Kgasoe's name.

The Department is therefore given permission to start building a house for E S Kgasoe on the cant Stand and a Title Deed will be issued to him upon registration of the Stand in his name.

Hope you will find the above in order.

Yours faithfully

S.E. MOGODIRI  
CEO : N W H C

Date 29/05/2023

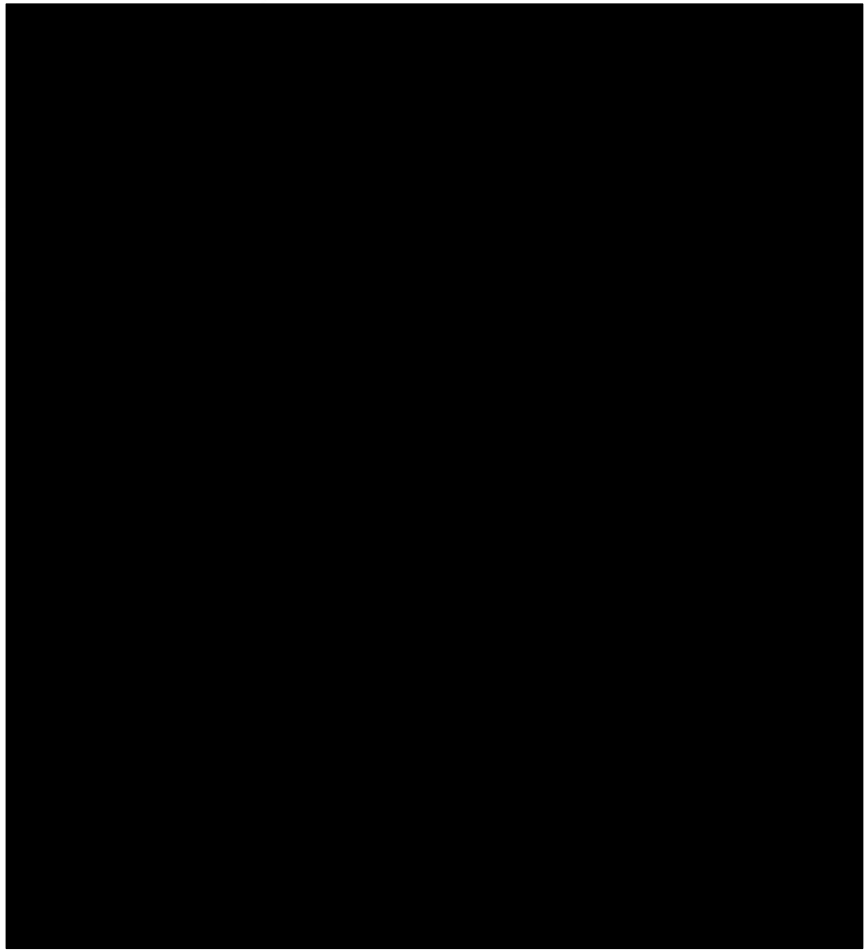
HEAD OFFICE:

No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647  
Fax: 018 381 5847

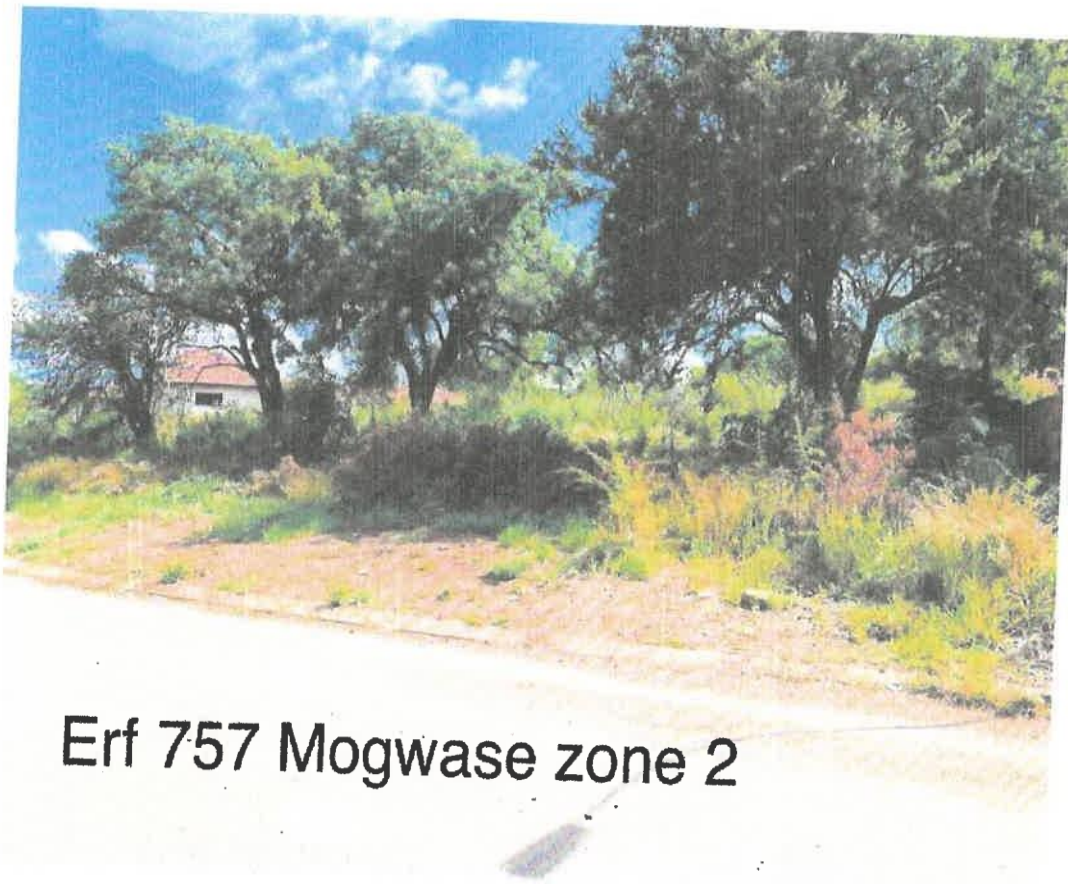
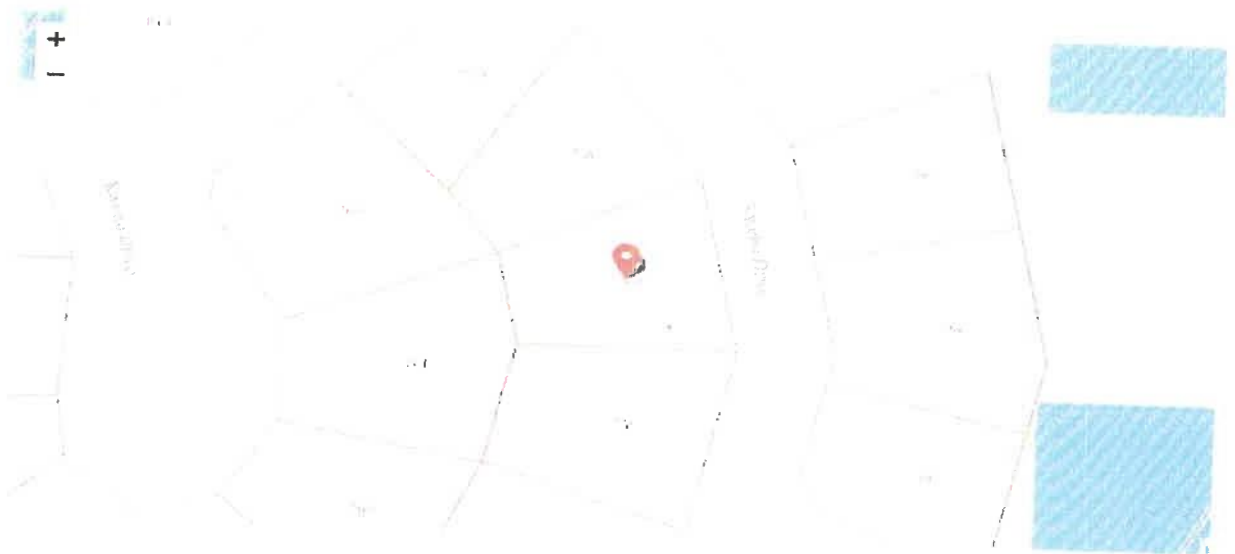
Email: [Info@nwhc.co.za](mailto:Info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

North West Housing Corporation





VACANT LAND ERF 757 MOGWASE ZONE 2 ( Mr Kgasoe)



Erf 757 Mogwase zone 2



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NORTH WEST HOUSING  
CORPORATION

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OFFICE OF THE CEO

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## **MS BONGO SEPENG**

### **VACANT LAND**

### **ERF 9059 AND 9060 GA-RANKUWA ZONE 4**

**HEAD OFFICE:**

● No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

● Tel: 018 381 5029 / 0647  
● Fax: 018 381 5847

● Email: [Info@nwhc.co.za](mailto:Info@nwhc.co.za)  
● [www.nwhc.co.za](http://www.nwhc.co.za)

●●●●● North West Housing Corporation



NORTH WEST HOUSING  
CORPORATION

## OFFER TO PURCHASE

(Which becomes a deed of sale once signed by both parties)

Entered into between

**NORTH WEST HOUSING CORPORATION (NWHC)**

Herein represented by **SELLO ELLY MOGODIRI**

**in his capacity as the CHIEF EXECUTIVE OFFICER, duly authorised**

(Hereinafter referred to as the "THE SELLER")

and

Name : LYDIA BONGO MOSADIAKWENA

SURNAME : SEPEENG



(Hereinafter referred to as "THE PURCHASER")

O.E

## 1. PREAMBLE

**WHEREAS THE SELLER** is the owner of the property to wit a piece of land / developed property/portion of land and or subdivided property.

**AND WHEREAS THE SELLER** is desirous to sell the property to the Purchaser and that the purchaser is desirous to purchase the property from the seller

## 2. DESCRIPTION OF THE PROPERTY.

The property sold by the seller to the purchaser is described as

9060 GA-RANKUWA ZONE 4

## 3. PURCHASE PRICE

**3.1.** The purchase price of **R 1.00 (ONE RAND ONLY)** is payable in cash, alternatively and only in the event that purchaser demonstrates his or her inability to pay the full purchase price immediately then the purchaser must pay the purchase price in over a period not exceeding twelve months in equal instalment of **R0.00**

**3.2.** Whist the purchaser is entitled to pay the purchase price over a period not exceeding twelve months, the seller is not a registered credit provider and merely allows purchaser who might not have the full purchase price to acquire immovable property by paying in reasonable and affordable terms.

The Banking details of the seller (NWHC)

<b>NAME OF ACCOUNT</b>	<b>NORTH WEST HOUSING CORPORATION</b>
<b>BANK</b>	<b>ABSA</b>
<b>BRANCH</b>	<b>MAHIKENG</b>
<b>BRANCH CODE</b>	<b>632005</b>
<b>ACCOUNT NO.</b>	<b>4055086243</b>
<b>REFERENCE NO.</b>	<b>4/9060/GARANKUWA</b>

## 4. VOETSTOETS

**The property is sold:**

**4.1.** In its present condition " VOETSTOETS' without liability on the part of the seller for:

O.E



- 4.1.1. And defects, latent or patent in the property or
      - 4.1.2. Any damages suffered by the purchaser by reason of such defect.
  - 4.2. Without any warranties of any nature either expressed or implied
  - 4.3. If there is an error in description of property which is common to the parties, such error shall not be binding on the parties who shall in such extent be entitled to be rectification of this agreement to describe the property as set out in the seller's title Deed.
  - 4.4. If the error is such that it is irremediable this agreement shall terminate.

## **5. OCCUPATION AND RISK**

- 5.1. Occupation shall be given to the purchaser upon payment of the amount in terms of clause 3.1. above
- 5.2. Risk and profit shall pass upon the purchaser on the date of occupation.

## **6. SERVITUDES AND RESTRICTIONS**

- 6.1. The property is sold subject to all conditions and servitude's as in the title deed.
- 6.2. The property is further subject to any restrictions imposed by the local authority or any legislations and furthermore to the right to minerals by the government of the North West Province.

## **7. TRANSFER AND TRANSFER COSTS.**

- 7.1. Transfer of the property shall be effected by the seller's conveyancers within reasonable time after the purchaser has complied with its obligation in terms of this agreement. The Purchaser shall furnish all information and sign all documents when requested to do so by the seller's conveyancers.
- 7.2. The purchaser shall be liable to pay to seller's conveyancer all costs involved in the transfer of the property into his/her name including inter alia conveyancers' charges , value added tax , deeds office registration charges , a provision for rates , taxes , levies and any other municipality charges and other reasonable costs included by the seller's conveyancers.
- 7.3. All amounts that the purchaser is liable to pay in terms of this clause are payable on demand.



## 8. RATES AND CHARGES

The Purchaser will be liable to pay all the municipality rates, taxes and charges incurred from the date of occupying the said property.

## 9. BREACH

In the event of the Purchaser failing to comply with any of the terms and conditions of this agreement and failing to remedy such breach within (7) seven days of dispatch of an invoice by facsimile or by pre-paid/email registration post requiring the Purchaser to remedy such breach, then the Seller shall, without prejudice and in addition to any other rights which may have, be entitled to:

- 9.1. Cancel this agreement and retain all amounts paid by the Purchaser an agreed penalty or,
- 9.2. Cancel this agreement and claim such damage as the seller may have sustained by virtue of such breach.
- 9.3. Enforce compliance by the Purchaser of all Purchaser's obligations
- 9.4. The purchaser shall be deemed to have committed breach of its agreement if it:
  - a. Commit an act of insolvency
  - b. Allow judgement against it remains unsatisfied for a period of (7) seven days or;
  - c. Being natural person surrenders the estate or is finally or provisionally sequestrated;
  - d. Generally, does or commit anything which may prejudice seller's rights under this agreement.
- 9.5. Should the seller breach any of its obligation, the Purchaser shall be entitled to:
  - a. Cancel this agreement or;
  - b. Claim specific performance.

After notifying the seller in writing of the breach and affording the seller (10) ten days to remedy such breach. The period of (10) ten days afforded the seller to remedy its breach shall commence only after receipt of the written notification referred to in this clause.

O.E



 - 2.9.

**10. DOMICILIUM , NOTICE AND JURISDICTION**

- 10.1. For the purposes of any notice to be given of legal proceedings to be instituted by the parties, the parties hereby choose as their *domicilium citandi executandi* the physical addresses set out in the preamble hereof.
- 10.2. The purchaser consents in terms of Section 45 of the Magistrate Court Act, 1994 to the jurisdiction of the magistrate court having jurisdiction under section 28 of that Act to determine any action arising from the contract.

**11. GENERAL**

- 11.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 11.2. No amendments or consensual cancellation/ termination of this agreement or any provision or term or nay agreement, bill of exchange or other document issued or pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement , bill of exchange or other documents pursuant to or in terms for this agreement shall be binding unless recorded in a written document signed by the parties. Any such extensions, waiver or relaxation or suspension which is so given or made shall be strictly to the matter in respect where of it was made or given.
- 11.3. No extensions of time or waiver or relaxation of any of the provision or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

THIS DONE AND SIGNED BY THE PURCHASER AT Pretoria ON

THE 15<sup>th</sup> DAY OF June 2023

TFQ-8  
PURCHASER

[Signature] [Signature]



THUS DONE AND SIGNED BY THE SELLER AT Mogilkey ON  
THE 07 DAY OF June 23

[Signature]  
SELLER

3. [Signature] AS WITNESS:

4. \_\_\_\_\_

FOR: THE SELLER(NWHC)



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 23 June 2023

Our Ref: 4/9060/Ga-rankuwa/OEM/2023

**Department of Local Government & Human Settlement  
Deeds Administration  
Disaster Management  
MAHIKENG  
2745**

Dear Madam

**CANCELLATION OF BOND AND CHARGE: ERF NO. 9060 GA-RANKUWA  
ZONE 4**

The above matter refers.

We confirm that Erf No.9060 Zone 4 Ga-rankuwa purchased by L.B.M Sepeng is fully paid. May you please cancel all bonds and charge for this Erf and release the Title Deed. Contact us on 018 381 5029 if you need more clarity on this matter.

Hope you find the above in order.

Yours Sincerely

  
S E Mogodiri  
Chief Executive Officer

**Date 23 March 2023**



# OFFER TO PURCHASE

(Which becomes a deed of sale once signed by both parties)

Entered into between

**NORTH WEST HOUSING CORPORATION (NWHC)**

Herein represented by **SELLÒ ELLY MOGODIRI**

in his capacity as the **CHIEF EXECUTIVE OFFICER**, duly authorised

(Hereinafter referred to as the "**THE SELLER**")

and

Name : LYDIA BONGO MOSADIKWENA

SURNAME : SEPEENG



(Hereinafter referred to as "**THE PURCHASER**")

O-E

**1. PREAMBLE**

**WHEREAS THE SELLER** is the owner of the property to wit a piece of land / developed property/portion of land and or subdivided property.

**AND WHEREAS THE SELLER** is desirous to sell the property to the Purchaser and that the purchaser is desirous to purchase the property from the seller

**2. DESCRIPTION OF THE PROPERTY.**

The property sold by the seller to the purchaser is described as

9059 GA-RANKUWA ZONE 4

**3. PURCHASE PRICE**

**3.1.** The purchase price of **R 1.00 (ONE RAND ONLY)** is payable in cash, alternatively and only in the event that purchaser demonstrates his or her inability to pay the full purchase price immediately then the purchaser must pay the purchase price in over a period not exceeding twelve months in equal instalment of **R0.00**

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<b>NAME OF ACCOUNT</b>	<b>NORTH WEST HOUSING CORPORATION</b>
<b>BANK</b>	<b>ABSA</b>
<b>BRANCH</b>	<b>MAHIKENG</b>
<b>BRANCH CODE</b>	<b>632005</b>
<b>ACCOUNT NO.</b>	<b>4055086243</b>
<b>REFERENCE NO.</b>	<b>4/9059/GARANKUWA</b>

**4. VOETSTOETS**

**The property is sold:**

**4.1.** In its present condition " VOETSTOETS' without liability on the part of the seller for:

O.E



- 4.1.1. And defects, latent or patent in the property or
  - 4.1.2. Any damages suffered by the purchaser by reason of such defect.
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- 5.1. Occupation shall be given to the purchaser upon payment of the amount in terms of clause 3.1. above
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- 7.2. The purchaser shall be liable to pay to seller's conveyancer all costs involved in the transfer of the property into his/her name including inter alia conveyancers' charges , value added tax , deeds office registration charges , a provision for rates , taxes , levies and any other municipality charges and other reasonable costs included by the seller's conveyancers.
- 7.3. All amounts that the purchaser is liable to pay in terms of this clause are payable on demand.

O.E



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The Purchaser will be liable to pay all the municipality rates, taxes and charges incurred from the date of occupying the said property.

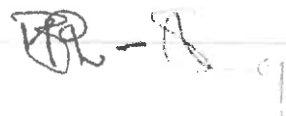
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In the event of the Purchaser failing to comply with any of the terms and conditions of this agreement and failing to remedy such breach within (7) seven days of dispatch of an invoice by facsimile or by pre-paid/email registration post requiring the Purchaser to remedy such breach, then the Seller shall, without prejudice and in addition to any other rights which may have, be entitled to:

- 9.1. Cancel this agreement and retain all amounts paid by the Purchaser an agreed penalty or,
- 9.2. Cancel this agreement and claim such damage as the seller may have sustained by virtue of such breach.
- 9.3. Enforce compliance by the Purchaser of all Purchaser's obligations
- 9.4. The purchaser shall be deemed to have committed breach of its agreement if it:
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  - b. Allow judgement against it remains unsatisfied for a period of (7) seven days or;
  - c. Being natural person surrenders the estate or is finally or provisionally sequestrated;
  - d. Generally, does or commit anything which may prejudice seller's rights under this agreement.
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O.E



**10. DOMICILIUM , NOTICE AND JURISDICTION**

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- 11.3. No extensions of time or waiver or relaxation of any of the provision or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

THIS DONE AND SIGNED BY THE PURCHASER AT Proserpio ON  
THE 15th DAY OF June 2023.

[Signature]  
PURCHASER

O.E

[Signature]

[Signature]





NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 23 June 2023

Our Ref: 4/9059/Ga-rankuwa/OEM/2023

**Department of Local Government & Human Settlement  
Deeds Administration  
Disaster Management  
MAHIKENG  
2745**

Dear Madam

**CANCELLATION OF BOND AND CHARGE: ERF NO. 9059 GA-RANKUWA  
ZONE 4**

The above matter refers.

We confirm that Erf No.9059 Zone 4 Ga-rankuwa purchased by L.B.M Sepeng is fully paid. May you please cancel all bonds and charge for this Erf and release the Title Deed. Contact us on 018 381 5029 if you need more clarity on this matter.

Hope you find the above in order.

Yours Sincerely



S E Mogodiri  
Chief Executive Officer

**Date 23 March 2023**



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 23 June 2023

Our Ref: 4/9059-9060/Ga-rankuwa/OEM

**Divisional Head: Human Settlements Administration  
City of Tshwane Metropolitan Municipality  
PRETORIA  
0001**

Dear Sir/Madam

ATTENTION: PETAL DAWN THING

**TRANSFER OF ERF NO. 9059 & 9060 UNIT 4 GA-RANKUWA**

A request is hereby made to your office to assist the above mentioned person with the Transfer of the property purchased and approved by the North West Housing Corporation.

The client has already fulfilled the necessary requirements to enable the transaction to go through and should produce a Paid Up Letter/Bank Guarantee Letter signed by the Chief Executive Officer together with this letter.

The description of the approved property is as follows:

NO.	ERF	TOWNSHIP	UNIT	NAME OF CLIENT
01	9059	GA-RANKUWA	4	LYDIA BONGO MOSADIAKWENA SEPENG
02	9060	GA-RANKUWA	4	LYDIA BONGO MOSADIAKWENA SEPENG

The Conveyancer handling the transfer is Marie Victor Attorneys.  
Should you need more clarity on this matter please feel free to call Ms Jane Motshegwe on 018 381 5029/0798348554

Hope you will find the above in order.

Yours faithfully

SE MOGODIRI  
CEO : NWHC  
Date 23/06/2023

HEAD OFFICE:  
No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

018 381 5029 / 0647  
Fax: 018 381 5847

Email: [info@nwhc.co.za](mailto:info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

North West Housing Corporation



**PROVIDING  
HOUSING DEVELOPMENT**

*Logone: Na Boshelo*

Street	Theresa House, Corner of Nelson Mandela and North Street, Mahikeng
Postal	Private Bag X38, Mmabatho, 2785
Tel	(018) 381 4867/4871
Fax	(018) 381 8847
Email	<a href="mailto:FBoshelo@nwhc.gov.za">FBoshelo@nwhc.gov.za</a>

**OFFICE OF THE CHIEF EXECUTIVE OFFICER**

Mrs Sepeng  
Contact number:  
By Email:

Dear Mrs Sepeng.

**RE: COMPLAINT LODGED WITH THE OFFICE OF THE PUBLIC PROTECTOR IN RESPECT OF ACCOUNT NUMBER 3220070160. HOUSE NUMBER 992 Unit 7 GA- RANKUWA**

Your above mentioned complaint filed with the Office of the Public Protector against the NWHC and the City of Tshwane refers.

We have received a finding and report from the Office of the Public Protector dated 10 August 2018. In view of the recommendations made by the Public Protector, we wish to apologise for the long time it has taken to resolve this matter.

As a token of good will, we offer you an ex-gratia amount of R10, 000.00 to compensate you for the pain and inconvenience caused by the delay. Kindly forward your banking details to the Office of the Chief Executive Officer: NWHC to enable us to make this payment into your account.

The City of Tshwane has been directed to fast track and prioritise the process of sourcing an alternative suitable property for you as the property in question is now owned by another individual.

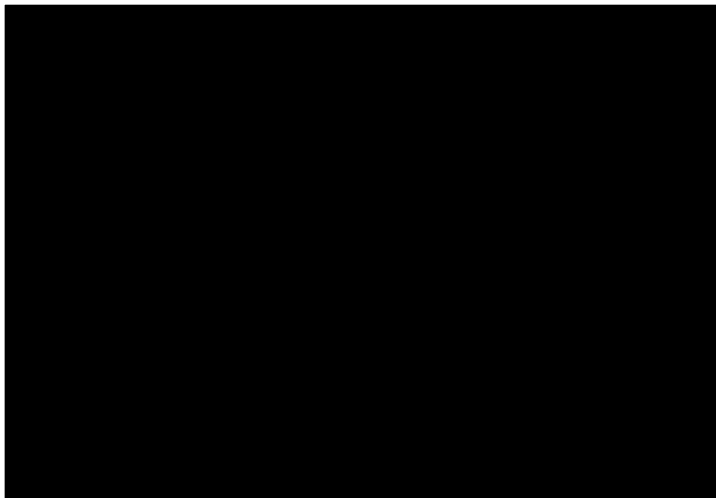
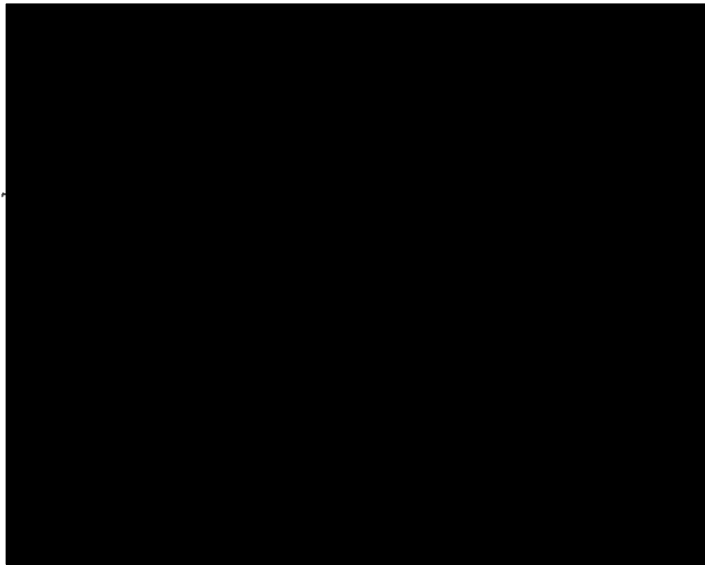
We are committed to supporting you to ensure that you are able to effectively utilise allocated property.

Yours Sincerely,

Mr Frans Boshelo  
Acting CEO: North West Housing Corporation.  
Date: 7 September 2018.

**BOARD OF DIRECTORS**

I R Modiselle (Chairperson), M T Lemme, H T Moxlane, I T Thoka, K V Rampagane, K K Tlhoshe DN Tsaga, Frans Boshelo (ACEO), Advocate S O Malinde: Company Secretary



ERF 9059 & 9060 Ga-rankuwa zone 4 ( Ms Sepeng)



Search: 9060 GA RANKUWA

Search





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NORTH WEST HOUSING  
CORPORATION

---

OFFICE OF THE CEO

---

**MS MARY MATLAKALA LEDINGOANE**

**VACANT LAND**

**ERF 12049 AND 12050 MABOPANE BLOCK X**

HEAD OFFICE:  
No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647  
Fax: 018 381 5847

Email: [info@nwhc.co.za](mailto:info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

 North West Housing Corporation





# OFFER TO PURCHASE

(Which becomes a deed of sale once signed by both parties)

Entered into between

**NORTH WEST HOUSING CORPORATION (NWHC)**

Herein represented by **SELLO ELLY MOGODIRI**

**in his capacity as the CHIEF EXECUTIVE OFFICER, duly authorised**

(Hereinafter referred to as the "THE SELLER")

and

Name : MARY MAILAKALA

Surname: LEDINGOANE



(Hereinafter referred to as "THE PURCHASER")

O.E

*M M. (S)*  
L.S.



## 1. PREAMBLE

**WHEREAS THE SELLER** is the owner of the property to wit a piece of land / developed property/portion of land and or subdivided property.

**AND WHEREAS THE SELLER** is desirous to sell the property to the Purchaser and that the purchaser is desirous to purchase the property from the seller

## 2. DESCRIPTION OF THE PROPERTY.

The property sold by the seller to the purchaser is described as

**12050 BLOCK U MABOPANE**

## 3. PURCHASE PRICE

- 3.1. The purchase price of **R\_1.00 (ONE RAND ONLY)** is payable in cash, alternatively and only in the event that purchaser demonstrates his or her inability to pay the full purchase price immediately then the purchaser must pay the purchase price in over a period not exceeding twelve months in equal instalments of **R0.00.**
- 3.2. Whist the purchaser is entitled to pay the purchase price over a period not exceeding twelve months, the seller is not a registered credit provider and merely allows purchaser who might not have the full purchase price to acquire immovable property by paying in reasonable and affordable terms.
- 3.3.

## 4. VOETSTOETS

**The property is sold:**

- 4.1. In its present condition " VOETSTOETS' without liability on the part of the seller for:
- 4.1.1. And defects, latent or patent in the property or
  - 4.1.2. Any damages suffered by the purchaser by reason of such defect.
- 4.2. Without any warranties of any nature either expressed or implied
- 4.3. If there is an error in description of property which is common to the parties, such error shall not be binding on the parties who shall in such extent be entitled to be rectification of this agreement to describe the property as set out in the seller's title Deed.
- 4.4. If the error is such that it is irremediable this agreement shall terminate.

O.E

L.J.



L.J.

## 5. OCCUPATION AND RISK

- 5.1. Occupation shall be given to the purchaser upon payment of the amount in terms of clause 3.1. above
- 5.2. Risk and profit shall pass upon the purchaser on the date of occupation.

## 6. SERVITUDES AND RESTRICTIONS

- 6.1. The property is sold subject to all conditions and servitude's as in the title deed.
- 6.2. The property is further subject to any restrictions imposed by the local authority or any legislations and furthermore to the right to minerals by the government of the North West Province.

## 7. TRANSFER AND TRANSFER COSTS.

- 7.1. Transfer of the property shall be effected by the seller's conveyancers within reasonable time after the purchaser has complied with its obligation in terms of this agreement. The Purchaser shall furnish all information and sign all documents when requested to do so by the seller's conveyancers.
- 7.2. The purchaser shall be liable to pay to seller's conveyancer all costs involved in the transfer of the property into his/her name including inter alia conveyancers' charges , value added tax , deeds office registration charges , a provision for rates , taxes , levies and any other municipality charges and other reasonable costs included by the seller's conveyancers.
- 7.3. All amounts that the purchaser is liable to pay in terms of this clause are payable on demand.

## 8. RATES AND CHARGES

The Purchaser will be liable to pay all the municipality rates, taxes and charges incurred from the date of occupying the said property.

## 9. BREACH

In the event of the Purchaser failing to comply with any of the terms and conditions of this agreement and failing to remedy such breach within (7) seven days of dispatch of an invoice by facsimile or by pre-paid/email registration post requiring the Purchaser to remedy such breach , then the Seller shall, without prejudice and in addition to any other rights which may have, be entitled to:

- 9.1. Cancel this agreement and retain all amounts paid by the Purchaser an agreed penalty or,

DE

L.S.



L.S.

- 9.2. Cancel this agreement and claim such damage as the seller may have sustained by virtue of such breach.
- 9.3. Enforce compliance by the Purchaser of all Purchaser's obligations
- 9.4. The purchaser shall be deemed to have committed breach of its agreement if it:
- a. Commit an act of insolvency
  - b. Allow judgement against it remains unsatisfied for a period of (7) seven days or;
  - c. Being natural person surrenders the estate or is finally or provisionally sequestrated;
  - d. Generally, does or commit anything which may prejudice seller's rights under this agreement.
- 9.5. Should the seller breach any of its obligation, the Purchaser shall be entitled to:
- a. Cancel this agreement or;
  - b. Claim specific performance.

After notifying the seller in writing of the breach and affording the seller (10) ten days to remedy such breach. The period of (10) ten days afforded the seller to remedy its breach shall commence only after receipt of the written notification referred to in this clause.

## **10. DOMICILIUM , NOTICE AND JURISDICTION**

- 10.1. For the purposes of any notice to be given of legal proceedings to be instituted by the parties, the parties hereby choose as their *domicillium citandi executandi* the physical addresses set out in the preamble hereof.
- 10.2. The purchaser consents in terms of Section 45 of the Magistrate Court Act, 1994 to the jurisdiction of the magistrate court having jurisdiction under section 28 of that Act to determine any action arising from the contract.

O.E



LJ

**11. GENERAL**

- 11.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 11.2. No amendments or consensual cancellation/ termination of this agreement or any provision or term or nay agreement, bill of exchange or other document issued or pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement , bill of exchange or other documents pursuant to or in terms for this agreement shall be binding unless recorded in a written document signed by the parties. Any such extensions, waiver or relaxation or suspension which is so given or made shall be strictly to the matter in respect where of it was made or given.
- 11.3. No extensions of time or waiver or relaxation of any of the provision or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

THIS DONE AND SIGNED BY THE PURCHASER AT Mabepal ON THE 21 DAY OF March 2023

M. M. / eding oare  
PURCHASER

AS WITNESS:  
1.     
2.   

FOR: THE PURCHASER

THUS DONE AND SIGNED BY THE SELLER AT Majikeng ON  
THE 22 DAY OF March 20

§§/egedi  
SELLER

AS WITNESS:

3. theisigw

4. \_\_\_\_\_

FOR: THE SELLER(NWHC)



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 12 May 2023

Our Ref: X/12050/Mabopane/LM/2023

**Department of Local Government & Human Settlement  
Deeds Administration  
Disaster Management  
MAHIKENG  
2745**

Dear Madam

**CANCELLATION OF BOND AND CHARGE: ERF NO. 12050 MABOPANE BLOCK X**

The above matter refers.

We confirm that Erf No.12050 Block X Mabopane purchased by M.M Ledingoane is fully paid. May you please cancel all bonds and charge for this Erf and release the Title Deed. Contact us on 018 381 5029 if you need more clarity on this matter.

Hope you find the above in order.

Yours Sincerely

  
S E Mogodiri  
Chief Executive Officer

Date 12 May 2023

**HEAD OFFICE:**

Plc: 24 First Street, Sepapane Building,  
Industrial Site, Mahabong, 2745

Id: 018 381 5029 / 0647  
Fax: 018 381 5817

Email: [info@nwhc.co.za](mailto:info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

 North West Housing Corporation



NORTH WEST HOUSING CORPORATION

OFFICE OF THE CEO

Date: 11 May 2023
Our Ref: X/12050/Mabopane/LM/2023

City of Tshwane Metropolitan Municipality
PRETORIA
0001

Dear Sir/Madam

ATTENTION: PETAL DAWN THRING

TRANSFER OF ERF NO 12050 BLOCK X MABOPANE - M M LEDINGWANE

A request is hereby made to your office to assist the above mentioned person with the Transfer of the property purchased and approved by the North West Housing Corporation.

The client has already fulfilled the necessary requirements to enable the transaction to go through and should produce a Paid Up Letter/Bank Guarantee Letter signed by the Chief Executive Officer together with this letter.

The description of the approved property is as follows:

Table with 5 columns: NO, ERF NO, PHASE, PLACE, NAME OF CLIENT. Row 1: 1, 12050, X, MABOPANE, M M LEDINGWANE

The Conveyancer handling the transfer is Marie Victor Attorneys.

Should you need more clarity on this matter please feel free to call Ms Jane Motshegwe on 018 110 0761/0798348554

Hope you will find the above in order.

Yours faithfully

Handwritten signature of S E MOGODIR

S E MOGODIR
CEO : N W H C

Date 12/05/2023

HEAD OFFICE:
No. 23 First Street, Segarona Building,
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647
Fax: 018 381 5847

Email: info@nwhc.co.za
www.nwhc.co.za



## OFFER TO PURCHASE

(Which becomes a deed of sale once signed by both parties)

Entered into between

**NORTH WEST HOUSING CORPORATION (NWHC)**

Herein represented by **SELLO ELLY MOGODIRI**

**in his capacity as the CHIEF EXECUTIVE OFFICER, duly authorised**

(Hereinafter referred to as the "THE SELLER")

and

Name : **MARY MATLAKALA**

Surname: **EDINGOANE**

(Hereinafter referred to as "THE PURCHASER")

O.E

*M. M. (Ed)*  
L.S.



## 1. PREAMBLE

**WHEREAS THE SELLER** is the owner of the property to wit a piece of land / developed property/portion of land and or subdivided property.

**AND WHEREAS THE SELLER** is desirous to sell the property to the Purchaser and that the purchaser is desirous to purchase the property from the seller

## 2. DESCRIPTION OF THE PROPERTY.

The property sold by the seller to the purchaser is described as

12049

## 3. PURCHASE PRICE

3.1. The purchase price of **R\_1.00 (ONE RAND ONLY)** is payable in cash, alternatively and only in the event that purchaser demonstrates his or her inability to pay the full purchase price immediately then the purchaser must pay the purchase price in over a period not exceeding twelve months in equal instalments of **R0.00.**

3.2. Whist the purchaser is entitled to pay the purchase price over a period not exceeding twelve months, the seller is not a registered credit provider and merely allows purchaser who might not have the full purchase price to acquire immovable property by paying in reasonable and affordable terms.

3.3.

## 4. VOETSTOETS

**The property is sold:**

4.1. In its present condition " VOETSTOETS' without liability on the part of the seller for:

4.1.1. And defects, latent or patent in the property or

4.1.2. Any damages suffered by the purchaser by reason of such defect.

4.2. Without any warranties of any nature either expressed or implied

4.3. If there is an error in description of property which is common to the parties, such error shall not be binding on the parties who shall in such extent be entitled to be rectification of this agreement to describe the property as set out in the seller's title Deed.

4.4. If the error is such that it is Irremediable this agreement shall terminate.

O.E

W.S

## 5. OCCUPATION AND RISK

- 5.1. Occupation shall be given to the purchaser upon payment of the amount in terms of clause 3.1. above
- 5.2. Risk and profit shall pass upon the purchaser on the date of occupation.

## 6. SERVITUDES AND RESTRICTIONS

- 6.1. The property is sold subject to all conditions and servitude's as in the tittle deed.
- 6.2. The property is further subject to any restrictions imposed by the local authority or any legislations and furthermore to the right to minerals by the government of the North West Province.

## 7. TRANSFER AND TRANSFER COSTS.

- 7.1. Transfer of the property shall be effected by the seller's conveyancers within reasonable time after the purchaser has complied with its obligation in terms of this agreement. The Purchaser shall furnish all information and sign all documents when requested to do so by the seller's conveyancers.
- 7.2. The purchaser shall be liable to pay to seller's conveyancer all costs involved in the transfer of the property into his/her name including inter alia conveyancers' charges , value added tax , deeds office registration charges , a provision for rates , taxes , levies and any other municipality charges and other reasonable costs included by the seller's conveyancers.
- 7.3. All amounts that the purchaser is liable to pay in terms of this clause are payable on demand.

## 8. RATES AND CHARGES


The Purchaser will be liable to pay all the municipality rates, taxes and charges incurred from the date of occupying the said property.

## 9. BREACH

In the event of the Purchaser failing to comply with any of the terms and conditions of this agreement and failing to remedy such breach within (7) seven days of dispatch of an invoice by facsimile or by pre-paid/email registration post requiring the Purchaser to remedy such breach , then the Seller shall, without prejudice and in addition to any other rights which may have, be entitled to:

- 9.1. Cancel this agreement and retain all amounts paid by the Purchaser an agreed penalty or,

D.E

M. M. L.S. 

**11. GENERAL**

- 11.1. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 11.2. No amendments or consensual cancellation/ termination of this agreement or any provision or term or nay agreement, bill of exchange or other document issued or pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement , bill of exchange or other documents pursuant to or in terms for this agreement shall be binding unless recorded in a written document signed by the parties. Any such extensions, waiver or relaxation or suspension which is so given or made shall be strictly to the matter in respect where of it was made or given.
- 11.3. No extensions of time or waiver or relaxation of any of the provision or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

THUS DONE AND SIGNED BY THE PURCHASER AT Malsopane ON  
THE 20 DAY OF April 2013

M. M. Jeeligaamp  
PURCHASER

AS WITNESS:

1. [Signature]

2. \_\_\_\_\_

FOR: THE PURCHASER

[Signature]

THUS DONE AND SIGNED BY THE SELLER AT Mapleburg ON  
THE 17 DAY OF April 2023

  
SELLER

AS WITNESS:

3. 

4. \_\_\_\_\_

FOR: THE SELLER(NWHC)



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 1 May 2023

Our Ref: X/12049/Mabopane/LJM/2023

**Department of Local Government & Human Settlement  
Deeds Administration  
Disaster Management  
MAHIKENG  
2745**

Dear Madam

**CANCELLATION OF BOND AND CHARGE: ERF NO.12049 BLOCK X  
MABOPANE**

The above matter refers.

We confirm that Erf No.12049 Block X Mabopane purchased by M M Ledingwane is fully paid. May you please cancel all bonds and charge for this Erf and release the Title Deed. Contact us on 018 1100 761 if you need more clarity on this matter.

Hope you find the above in order.

Yours Sincerely

**S E MOGODIRI  
CHIEF EXECUTIVE OFFICER**

Date 12/05/2023

HEAD OFFICE:

No. 23 First Street, Separona Building,  
Industrial Site, Mahikeng, 2715

☎ Tel: 018 381 5029 / 0647

☎ Fax: 018 381 5347

✉ Email: [info@nwhc.co.za](mailto:info@nwhc.co.za)

🌐 [www.nwhc.co.za](http://www.nwhc.co.za)

North West Housing Corporation



NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 11 May 2022

Our Ref: X/12049/Mabopane/LM/2022

**Divisional Head: Human Settlements Administration**  
**City of Tshwane Metropolitan Municipality**  
**PRETORIA**  
**0001**

Dear Sir/Madam

**ATTENTION: PETAL DAWN THRING**

**TRANSFER OF ERF NO 12049 BLOCK X MABOPANE – M M LEDINGWANE**

A request is hereby made to your office to assist the above mentioned person with the Transfer of the property purchased and approved by the North West Housing Corporation.

The client has already fulfilled the necessary requirements to enable the transaction to go through and should produce a Paid Up Letter/Bank Guarantee Letter signed by the Chief Executive Officer together with this letter.

The description of the approved property is as follows:

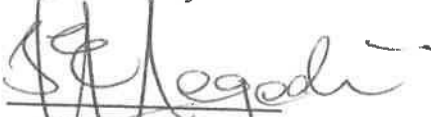
NO	ERF NO	PHASE	PLACE	NAME OF CLIENT
1	12049	X	MABOPANE	M M LEDINGWANE

The Conveyancer handling the transfer is Marie Victor Attorneys .

Should you need more clarity on this matter please feel free to call Ms Jane Motshegwe on [REDACTED]

Hope you will find the above in order.

Yours faithfully

  
**S E MOGODIRI**  
**CEO : N W H C**

Date 12/05/2023

HEAD OFFICE:  
No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647  
Fax: 018 381 5847

Email: [Info@nwhc.co.za](mailto:Info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

 North West Housing Corporations

BOARD OF DIRECTORS  
OY Dibetso-Bodibe, (Interim Chairperson and Deputy Chairperson), KA Dikgole, A Kekesi, R Rawat, TS Lerefolo,  
DN Tsagae, HT Moselane, BS Khukhele, SE Mogodiri (CEO), SZ Machaba (Company Secretary)





NORTH WEST HOUSING  
CORPORATION

OFFICE OF THE CEO

Date: 29 May 2023

Our Ref: X/12049 & 12050/Mabopane/LM/2023

**Divisional Head: Human Settlements Administration**  
**City of Tshwane Metropolitan Municipality**  
**PRETORIA**  
**0001**

Dear Sir/Madam

**ATTENTION: PETAL DAWN THRING**

**PERMISSION TO BUILD A HOUSE ON ERVEN 12049 & 12050 BLOCK X MABOPANE - M M LEDINGWANE**

North West Housing Corporation has allocated Erven 12049 & 12050 Block X Mabopane to M M Ledingwane and is in the process of transferring the Erven into M M Ledingwane's name.

City of Tshwane is therefore given permission to start building a house for M M Ledingwane on these Erven and a Title Deed will be issued to her upon registration of the Erven in her name.

Hope you will find the above in order.

Yours faithfully

  
**E M OGDIRI**  
**CEO : N W H C**

Date 29/05/2023

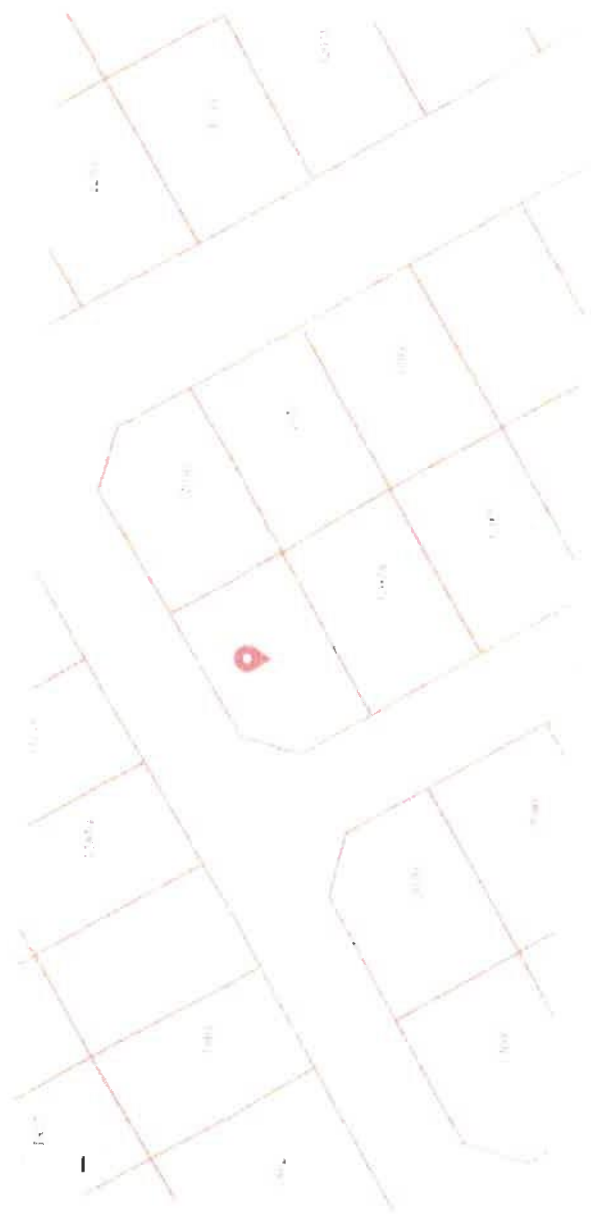
HEAD OFFICE:

Tel:

0517

Email:

*Mutha*







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NORTH WEST HOUSING  
CORPORATION

---

OFFICE OF THE CEO

---

**MR MICHAEL MERE**

**VACANT LAND**

**ERF 2827 GA-RANKUWA ZONE 2**

**HEAD OFFICE:**  
No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647  
Fax: 018 381 5847

Email: [info@nwhc.co.za](mailto:info@nwhc.co.za)  
[www.nwhc.co.za](http://www.nwhc.co.za)

 North West Housing Corporation



NORTH WEST HOUSING  
CORPORATION

**OFFICE OF THE CEO**

**Date: 17 March 2023**

**Our Ref: 2/2827/Garankuwa/LJM/2023**

**TO WHOM IT MAY CONCERN**

**Dear Sir/Madam**

**CONFIRMATION OF OWNERSHIP FOR ERF NO 2827 ZONE 2 GARANKUWA**

The above matter refers.

This serves to confirm that Erf No.2827 Zone 2 Garankuwa has been sold to Michael Mere of ID No.670502 5093 087 by North West Housing Corporation and is fully paid up.

Garankuwa Zone 2 is not Proclaimed and the Township has not been opened and registered. Instructions to transfer the property into the names of Mr Michael Mere has been given to Conveyancers and are still waiting for the Township to be registered for the transferred to be effected.

Please feel free to contact us on 018 110 0761/381 5029 should you need more clarity on this matter.

We trust you will find the above in order.

Yours Sincerely

**SE MOGODIRI  
CHIEF EXECUTIVE OFFICER**

**Date** 22/03/2023

**HEAD OFFICE:**


No. 23 First Street, Segarona Building,  
Industrial Site, Mahikeng, 2745

Tel: 018 381 5029 / 0647

Fax: 018 381 5847

Email: [Info@nwhc.co.za](mailto:Info@nwhc.co.za)

[www.nwhc.co.za](http://www.nwhc.co.za)

 North West Housing Corporation



NORTH-WEST  
HOUSING CORPORATION

*Legae La Batho*

Street	Theresa House, Corner of Nelson Mandela and North Street, Mahikeng
Postal	Private Bag X38, Mmabatho, 2735
Tel	(018) 381 4967/4871
Fax	(018) 381 5847
Email	makuapane@webmail.co.za

**OFFICE OF THE CHIEF EXECUTIVE OFFICER**

Date: 08 June 2016

Our Ref 2/2827 /Garankuwa/GRT/2016

Department of Local Government & Human Settlement  
Deeds Administration  
Disaster Management  
MAHIKENG  
2745

Dear Sir/Madam

CANCELLATION OF BOND AND CHARGE: ACCOUNT NO. 20060025 NO. ERF 2827 ZONE 2 GARANKUWA

We refer to the above matter.

We confirm that Erf No 2827 Zone 2 Garankuwa purchased by M Mere is fully paid. Cancel all bonds and Charge for this Erf and release the Title Deed. Contact us on 018 3814967 if you need more clarity on this matter.

Hope you will find the above in order.

Yours sincerely

MA MAKUAPANE  
ACTING CEO : NORTH WEST HOUSING CORPORATION

Date 08/06/2016

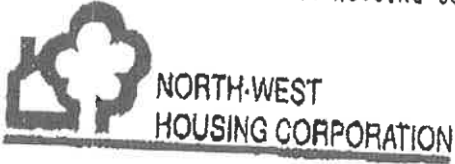
**BOARD OF DIRECTORS**

K K Tlhonele(Chairperson), M J Wolmarans(Deputy Chairperson), M T Lemese, H T Moselane, K J Morwagashwe-Nkewu,  
M A Makuapane (Acting CEO)

20. Feb. 2006 11:40

NW Housing Corp  
NW HOUSING CORP

No. 0533 P. 2



**DEED OF SALE**

In respect of unimproved property

**MEMORANDUM OF AGREEMENT OF SALE ENTERED INTO BY AND**

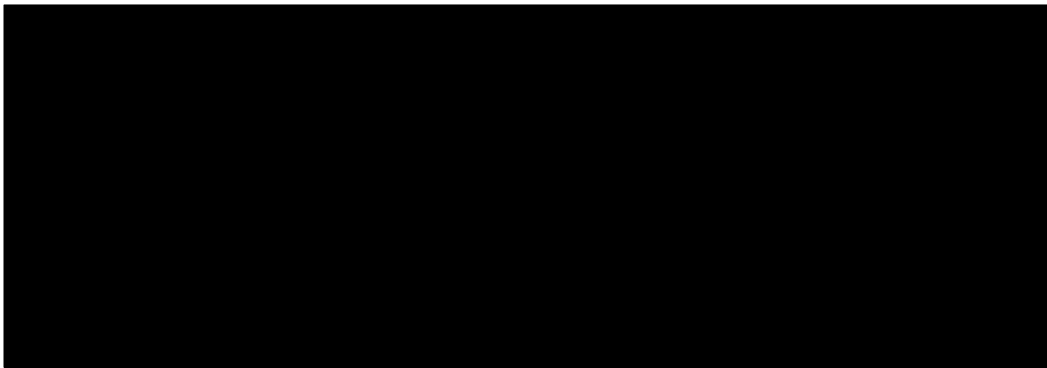
**BETWEEN**

**NORTH WEST HOUSING CORPORATION**

Of Theresa House, 15 Nelson Mandela Drive, Mafikeng  
(hereinafter referred to as "the Seller")

**AND**

NAME AND SURNAME:.....MICHAEL MERE.....



8:07 No.001 P.02

10 MAR'06

NORTH WEST HOUSING CO ID:0140-813052

*R*

*M.M*

*SR*

1. **PROPERTY**

The Seller hereby sells and the Purchaser hereby purchases  
STAND

2827 UNIT  
SA-RANKUWA. ("the Property")

2. **PURCHASER PRICE**

The purchase price of the property is the sum of R. 30 072 -00

In words THIRTY THOUSAND AND SEVENTY TWO RAND.

Payable on day of registration of transfer / issue of Title Deed in the name of the purchaser.

3. **CONDITIONS AND SERVITUDE'S**

The property is sold subject to all conditions and / or servitude's as may be contained in the Title Deed.

4. **CONSTRUCTION**

No construction work of any nature may commence on the property until the Seller has received full and final payment for the property.

5. **RATES AND TAXES**

The Purchaser shall be liable for the payment of the rates, taxes, insurance premiums and other charges in respect of the property beyond the date of the Title Deed in favour of the Purchaser and shall refund to the Seller any such moneys, which may have been paid in advance beyond such date.

6. **REGISTRATION WITH LOCAL AUTHORITIES**

The Purchaser shall register with the relevant Local Authorities and pay a deposit required for water, sewerage and refuse removal at the Local Council Office, Town Manager's Office and/or the Water Supply Authority, where applicable, before date of occupation.

7. **ELECTRICITY**

The Purchaser shall attend upon the Electricity Supply Authority Office to register and collect electricity coupons if so required for the particular area before date of occupation.

8. **TRANSFER**

The transfer will be affected by the Seller Conveyance's if a transfer is involved.

9. **MORTGAGE BOND**

The agreement is subject to the conditions that a bond or bonds totaling R .....

In words (.....)  
At prevailing Bank and Building Society rates and conditions be obtained.

M.M

**10. POSSESSION**

Possession and vacant occupation of the property shall be given to the Purchaser on which date it shall be at the sole risk, loss or profit of the Purchaser.

**11. RESPONSIBILITY OF COST**

Should the Purchaser take possession but not take transfer of the property for any reason whatsoever and thereafter vacate the property irrespective of fault, the Purchaser shall be responsible for all costs incurred by the Seller in restoring the property in a condition in which it was on the date of occupation which restoration shall include actual damages to the property as well as necessary maintenance.

**12. LIABILITY**

After the final inspection on an unimproved property has been done by both the Seller and the Purchaser in the presence of each other, the Purchaser shall sign the final bond documents.

**13. BREACH**

13.1 In the event of the Purchaser failing to fulfill on due date of the terms and conditions of this Deed of Sale, the Seller shall have the right either to:

- 13.1.1 Cancel the sale by registered letter addressed to the Purchaser, which event the Purchaser shall be refunded all moneys paid to the Seller hereof, without prejudice to the Seller's other legal right and the remedies and the right to claim damage in the case of any damages suffered, or
- 13.1.2 Claim immediate payment of the whole of the purchase price and the fulfillment of the terms and conditions hereof.

13.2 In the event of Seller failing to fulfill on due date any of the terms and conditions of this Deed of Sale, the Purchaser shall have the right to either:

- 13.2.1 Cancel the sale by registered letter addressed to the Seller and to recover from Seller such damages as he/she may suffer
- 13.2.1 Claim the immediate fulfillment of the terms and conditions hereof.

**14. DOMICILIA CITANDI ET EXECUTANDI (Address for service and citation)**

It is agreed by the parties that they each select their respective addresses hereinbefore set out as their respective Domicilia Citandi et Executandi which shall be the address to which all notice and other documents in relation to these presents may send and at which all processes may be served.

**15. INTERPRETATION**

In this agreement, words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine gender and words importing persons shall include bodies corporate.

28. Feb. 2006 11:41

NW Housing Corp  
NW HOUSING CORP

No. 0533 P. 5

16 JURISDICTION

The parties hereto consent to the jurisdiction of the magistrate court in terms of any arising out of the contents of this Agreement.

17 CONSUMER AFFAIRS ACT

In terms of the Consumer Affairs Act No. 34 of 1984 (as amended) this contract may be unilaterally terminated by the Purchaser within ten (10) days of the date on which this contract has been concluded or the date upon which a copy of the agreement was handed to the Purchaser whichever comes later. Should the Purchaser wish to terminate this agreement he/she shall do so by written notice to that effect delivered or sent by pro-paid registered post to the Seller's address as set out in the contract.

This done and signed by the Purchaser at SARANKUWA on this 25 day of 02 2006  
in the presence of the undersigned witnesses:

1. [Signature]

M. Mere-  
PURCHASER

2. ....

Accepted by the Seller at MARHONG on this 08 day of MARCH 2006  
in the presence of the undersigned witnesses:

1. ....

[Signature]  
SELLER

2. ....

VERGUNNING OM 'N OKKUPERSEEL TE OKKUPER  
IN 'N BANTOESDORP WAT GEWIG IS KRAGTENS  
PROKLAMASIE NO. R293 VAN 1962.

VERGUNNING WORD HIERBY AAN DIE SPEDY TRAINING CENTRE  
(hierby die okkuperder genoem) verleen vir skooldoelstudies  
perseel No. Gedeelte 1 van perseel 2827 in die Bantoesdorp Ga-  
Rankwa in die distrik Pretoria vanaf 1 Junie 1969 op die onder-  
staande voorwaardes te okkuper:-

1. Die perseel is ongeveer 40820 vk. vt. en moet deur die Bantoesakkeunlesaris of sy gemagtigde verteenwoordiger aan die okkuperder getoon word.
2. Die vergunning om grond te okkuper dra geen siendomsreg op die grond oor nie.
3. Die okkuperder kan geen belang in die grond, of enige gedeelte daarvan verkoop, oormak, verhuur, onderverhuur, met 'n verband verwaas of andersins daarvoor beskik, tensy die goedkeuring van die Trusteetars daartoe verkry is nie.
4. Die okkuperder is in geen geval geregtig op enige skadevergoeding van die Trust ten opsigte van enige verbeterings wat op die grond gemaak is, behalwe soos hierna daarvoor voorsiening gemaak word nie.
5. (a) Die okkuperder van die grond alleen vir bona fide skooldoelstudies gebruik, soos bepaal in artikel (6) van Regulasie XCO693 van Departement van Bantoe-onderwys.  
(b) Die leerlingstal is beperk tot 'n maksimum van honderd-en-twintig.
6. Indien die okkuperder binne 'n tydperk van twaalf maande vanaf die datum hiervan, in gebreke bly om geskikte geboue op te rig en die grond op 'n voordelige manier, tot bevrediging van die Trusteetars te okkuper, of indien die Trusteetars oortuig is dat die grond nie meer gebruik word vir die doel waarvoor die okkupasie dit magtig nie, of dat dit vir 'n ander doel gebruik word, of indien die okkuperder of sy plaaslike verteenwoordiger op 'n wyse handel wat nadelig is vir die belange van, of strydig is met die verskuldigde trou aan die staat, of indien die okkuperder enige van die voorwaardes van die vergunning verbreek of nie daaraan voldoen nie, kan die Trusteetars die grond aan die Trust verbeurd verklaar, die vergunning herroep en die grond terugneem.
7. Na verbeuring van die grond, hetsy weens oorgawe of 'n verbreking van die voorwaardes, het die Trusteetars die eerste reg om enige geboue of ander verbeterings daarop wat deur die okkuperder opgerig is of andersins aan hom behoort, teen 'n prys waarvoor ooreengekom sal word, te koop. Indien die Trusteetars hierdie reg nie uitoefen nie kan sulke geboue of ander verbeterings binne drie maande vanaf die datum van verbeuring verwyder word, by ontstentenis waarvan nulle die eiendom van die Trust word sonder betaling van vergoeding.
8. Die okkuperder is verantwoordelik vir die behoorlike instandhouding van bestaande geboue op die terrein asook vir geboue wat nog opgerig mag word, tot bevrediging van die Departement van Bantoe-onderwys, wat die geboue van tyd tot tyd sal laat inspekteer en die nodige verslag daarvoor doen.



9. Indien die grond vir openbare doeleindes nodig is, is die okkupaerder geregtig op 'n redelike vergoeding vir die verbeterings wat aan hom behoort, soos aangebring is of andersins aan hom behoort, soos onderling ooreengekom, of wanneer 'n ooreenkoms nie geluk nie, soos deur arbitrasie vastgestel mag word.

10. Die Regering of die Trust het die reg om te eniger tyd 'n pad oor die grond te maak of te laat maak vir die voordeel van die publiek, met dien verstande dat die okkupaerder geregtig is op redelike vergoeding vir skade aan verbeterings wat daarop deur hom aangebring is of wat andersins aan hom behoort, soos onderling ooreengekom, of wanneer 'n ooreenkoms nie geluk nie, soos deur arbitrasie vastgestel mag word.

11. Die Bantoe wat wettige weldingeregte in die omtrek het word nie aanspreeklik gehou vir skadevergoeding as die vee op die grond kom nie tensy die grond behoorlik omhein is.

12.(a) Die okkupasie van die grond is verder onderhewig aan 'n maandelikse huur van R1.60, of soos van tyd tot tyd gewysig.

(b) Waterverbruik sal voorlopig bereken word volgens die tariewe neergelê vir besigheid in bylae C van Goewermentskennisgewing No. 1578 van Oktober 1965.

(c) Met die oprigting van die gebou sal die okkupaerder 'n watermeter installeer op alle koste, waarna water gekoop sal word @ 30c per 1000 galling, of soos gewysig mag word.

(d) Elektriesiteit sal gekoop word volgens meterlesing en teen heersende tariewe.

13. Die terrein moet behoorlik binne ses maande vanaf datum hiervan op koste van die okkupaerder omhein word.

14. Sodra 'n Bantoe-strekeowerheid ingestel word vir die gebied waarin die skool geleë is moet die beheer in die terrein aan sodanige Strekeowerheid oorgedra word.

S. BARNARD

SEKRETARIS VAN BANTOE-ADMINISTRASIE EN -ONTWIKKELING.

PLEK

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ABSA Bank Limited/Abepak. Reg No. 1986/000290/05

DEPOSIT SLIP/DEPOSITOSTROKIE

Credit Krediteer NORTH West Housing Corp Date Datum 14-12-2005

Drawer's name / Trekker se naam: [REDACTED]  
Bank

Total R 3072.00



Branch Name / Takkernaam: Michael Merle  
Branch Code / Takkernaam/Verrakode

Signature / Handtekening: M. Merle  
Name/Naam: Michael Merle  
Address / Adres: [REDACTED]

Tiens wysste promesses en ander verhandelbare dokumente (Instrumente) wat deur of namens die Klient gelever word vir inwending sal nie as kontant beskikbaar wees na betaling enige daardie wets en geregtelike wyses wat deur die Bank voorgelais word, sal egiel in die Bank se woordele wees en geen eis wat uit hierdie praktyk voortvloei sal teen die Bank ingestel kan word nie, word sal die Bank geregtig wees om in sy diskresie die Klient se rekening te debiteer met die bedrag van alle Instrumente wat geïdentifiseer word. Die Bank kan nie aanspreeklik gehou word vir fout wat mag ontstaan as gevolg van verkeerde inligting wat deur of namens die Klient verskaf is nie. Die Bank aanvaar ook nie aanspreeklikheid om te verseker dat die Klient regmatige lid het op Instrumente ingehandig vir inwending nie.

DEPOSIT SLIP/DEPOSITOSTROKIE

NO CASH DEPOSIT

ABSA BANK LIMITED/ABSA BANK

Branch Name: Michael Merle

Branch Code: [REDACTED]

Account Name: [REDACTED]

Account No: [REDACTED]

Reference: [REDACTED]

Debit/Debet: 3072.00

Credit/Krediet: 3072.00

Total Deposit / Totale Deposito: 3072.00

PD