

**AGREEMENT  
MADE AND ENTERED INTO BY AND BETWEEN:**

**AUKWATOWA (PTY) LTD**  
(1994/010425/07)  
*(Hereinafter referred to as "the Seller")*

**AND**

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*(Purchaser's name)*

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*(Purchaser's ID number / company no/ CK no / trust no)*

*unmarried/married to \_\_\_\_\_ in/out of community of property*

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*(If CC/Company/Trust: full names of representative)*

*(or) on behalf of a Company or Close Corporation to be formed (see par.12)  
(Hereinafter referred to as "the Purchaser")*

**WHEREAS**

- The Seller is the registered owner of Erf 3304, Port Nolloth, Richtersveld, measuring 51,4142 hectares (the property);
- The Seller is in the process of developing the property and providing reticulation services and roads prescribed by law in respect of the various stands;
- The Seller will proceed and comply with all legal requirements and the provision of services to the stand;
- The Purchaser is desirous of purchasing one of the subdivided and fully serviced stands from the Seller.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**



## 1 THE STAND

- 1.1 The Seller hereby sells to the Purchaser, who hereby purchases from the Seller, STAND no \_\_\_\_\_, Port Nolloth, approximately \_\_\_\_\_ square meters (the Stand).
- 1.2 The position of the Stand is indicated as stand \_\_\_\_\_ on the site layout attached hereto marked Annexure A.

## 2 PURCHASE PRICE

- 2.1 The purchase price is an amount of R \_\_\_\_\_ (\_\_\_\_\_ rand) inclusive of value added tax, payable as follows:
- 2.1.1 A deposit of R \_\_\_\_\_ (\_\_\_\_\_ rand) being 10% (ten) percent of the purchase price, payable on date of signature hereof by the Purchaser to be held in trust by the Seller's Attorneys and invested in a bank account for the benefit of the Purchaser, pending the fulfillment of any suspensive conditions and pending registration of transfer of the Stand in the name of the Purchaser.
- 2.1.2 The balance of the purchase price in cash on demand against registration of transfer.
- 2.1.3 The Purchaser shall furnish the Seller's conveyancing attorneys with an irrevocable and unconditional guarantee by a financial institution, for payment of the balance of the purchase price, prior to transfer, but within 30 (thirty) days after being requested to do so by the Seller.
- 2.1.4 It is a suspensive condition of this agreement that a loan secured by the Stand be approved by a financial institution for an amount of R \_\_\_\_\_ (\_\_\_\_\_ rand) prior to transfer but within 15 (fifteen days of the Seller requesting proof of such approval from the Purchaser.

## 3 REGISTRATION OF TRANSFER

- 3.1 The Seller will only be in a position to effect registration of transfer of the Stand in the name of the Purchaser on registration and finalization of the reticulation services for the Stand.
- 3.2 The Stand will be transferred when it is serviced with water reticulation, electricity, water borne sewerage and access roads (inclusive of a suitable paved or tarmac top layer).
- 3.3 Transfer of the Stand will be effected by the Seller's conveyancing attorneys, as soon as all suspensive conditions have been fulfilled and the transfer costs have been paid.

## 4 COSTS



4.1 The parties acknowledge that no transfer duty is payable on this transaction and that the purchase price is inclusive of value added tax.

4.2 All transfer and other costs incidental to the sale and transfer of the Stand shall be paid by the Purchaser to the conveyancing attorneys, on demand.

4.3 All moneys owing by the Purchaser to the Seller or its attorneys will be paid on demand, without set off or deduction.

## 5 **TRANSFER DUTY RECEIPT**

5.1 Although no transfer duty is payable, the Seller may at any time after signature of this agreement be entitled to obtain the necessary transfer duty receipt and the Purchaser shall do whatever is required by law in this regard.

5.2 The Purchaser warrants that no impediment exists to obtain a transfer duty receipt and that his affairs at the SARS are in order.

## 6 **POSSESSION AND OCCUPATION**

6.1 Possession and occupation will be given to the Purchaser on date of registration of transfer from which date the Stand shall be at the sole risk and benefit of the Purchaser who shall immediately refund to the Seller a proportionate share of the rates advanced upon the Stand beyond the date of possession.

6.2 Occupation is given to the Purchaser on date of transfer from which date the risk of profit and loss goes to the Purchaser.

## 7 **“AS IT STANDS”**

7.1 Save as herein specifically provided, the sale constituted by this agreement shall be “as it stands” and the Seller gives no warranties of any nature whatsoever, whether expressed or implied.

7.2 The Stand is sold as a portion of the Property as described in the Title Deed, conferring or conveying title to the aforementioned land and subject to all the conditions and servitudes (if any) attached thereto, or referred to in the said Title Deed. The Seller shall not be liable for any deficiency in extent, nor be entitled to any possible surplus, which may be revealed on any re-survey.

## 8 **ARCHITECTURAL GUIDELINES**

8.1 The parties annex hereto as Annexure B, a copy of Architectural guidelines developed by the Seller relating to the type, size and style of any buildings to be erected on the Stand by the Purchaser. All building plans must be considered and approved in



accordance with these guidelines. The Purchaser undertakes to comply with the terms, conditions and spirit of Annexure B to any improvements to be erected on the Stand, before submitting building plans to the relevant Municipality.

8.2 Building operations may not be proceeded with before the written consents of the Design and Architectural Committee and the Local Authority have endorsed such plans and no building and/or structure shall be erected other than strictly in accordance with such approved plans.

8.3 The Purchaser or his successor in title will be liable for payment of the fees and costs as determined by the Seller and/or Design and Architectural Committee in respect of the above approvals.

## 9 **BUILDING OPERATIONS**

9.1 The Purchaser acknowledges that the township is not fully developed yet and that building operations will take place upon, adjacent or neighboring stands and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser agrees that he will have no claim against the Seller arising out of such building operations.

## 10 **HOME OWNERS ASSOCIATION**

10.1 The Purchaser acknowledges that a Home Owners Association will be established and that he shall automatically upon transfer become a member thereof and remain a member as long as he is the registered owner of the Stand. The Purchaser shall be bound by the Constitution of the Home Owners Association and the rules promulgated in terms thereof.

10.2 The Association shall be responsible for the duties imposed by its constitution for which all members will contribute a levy to be determined by the Association from time to time.

10.3 Until such time as the Home Owners Association is functional, the Seller shall fulfill its duties.

10.4 It is further agreed that a condition, substantially in accordance with the following wording, shall be included in the Title Deed of the Stand sold hereby:

"Subject further to the following condition imposed by the Transferor for the benefit of the KAIKAI HOME OWNERS ASSOCIATION: The Transferee, its successors in title and assigns shall not be entitled to transfer the herein mentioned property or any interest therein without a clearance certificate from the Home Owners Association to the effect that all provisions of its constitution, including provisions relating to the payment of levies, are and have been



complied with. This condition shall not apply to the sale in execution of the property by the holder of any registered bond over the property."

**11 DWELLING TO BE ERECTED**

11.1 The Purchaser shall within a period of 24 months from the date of transfer of the Stand into his name, be obliged to commence construction of a dwelling house on the Stand and complete the construction within 36 months from the date of transfer.

11.2 Should the Purchaser fail to erect a building as set out in paragraph 11.1:

11.2.1 the Seller shall be entitled to purchase the Stand from the Seller at a purchase price equal to the amount the purchaser originally paid for the property.

11.2.2 the Purchaser shall not be entitled to sell the Stand to any third party without the written consent of the Seller;

11.2.3 the Purchaser shall become liable for a monthly penalty equal to five times the monthly levy payable to the Home Owner's Association; and

**12 PURCHASE BY COMPANY OR CLOSE CORPORATION**

12.1 In the event of the Purchaser signing this agreement as trustee or agent of a Company or Close Corporation to be formed, the Purchaser shall be deemed to be the Purchaser in his personal capacity in terms of this agreement, unless the said Company or Close Corporation is incorporated and ratifies this agreement within 30 (thirty) days of signature.

12.2 Should the said Company or Close Corporation be incorporated and ratify this agreement, the Purchaser hereby binds himself in any event to the Seller as surety and co-principal debtor *in solidum* with the Company or Close Corporation for the due and proper compliance by the said Company or Close Corporation of all its obligations in terms hereof.

**13 DISSOLUTIVE CONDITIONS**

13.1 In the event of the Seller failing to sell, prior to transfer, sufficient stands within a period of 2 (two) years from date hereof, to ensure in its discretion, the viability of the project, the Seller may elect to cancel this agreement and return the deposit payable in terms of paragraph 2.1.1., together with all interest accrued thereon to the Purchaser.

**14 SPECIAL CONDITIONS**

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**15 DEFAULT**

15.1 In the event of the Purchaser failing to fulfill on due date any of the terms and conditions of this Deed of Sale other than the suspensive condition mentioned in paragraphs 2.1.5, the Seller or his agent shall, after having given the Purchaser 7 (seven) days written notice to remedy such default, have the right either:

15.1.1 to cancel the sale forthwith and without further notice, in which event the Purchaser shall forfeit all monies paid to the Seller or his agent in terms hereof as "roukoop" and/or liquidated damages, without prejudice to the Seller's other legal rights and remedies and the right to claim damages; or

15.1.2 to claim specific performance and damages, if any.

**16 DOMICILIUM**

16.1 Any notice which either party may wish or be required to give to the other shall be given by prepaid registered post, addressed to the party receiving such notice, and at the addresses as set out below which the parties respectively choose to be their *domicilium citandi et executandi*.

16.2 Notice shall be deemed to have been received 7 (seven) days after dispatch thereof by registered post.

16.3 Any notice given in terms hereof must also be faxed to the fax number of the other party supplied hereunder.

16.4 Purchaser

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax \_\_\_\_\_

16.5 Seller

Address 3 Charmaine Avenue  
President Ridge  
2194 Randburg

Fax 011 886 1082



**17 LEGAL ACTION AND JURISDICTION**

17.1 In the event of the Seller instructing his Attorneys to institute legal action for the enforcement of any of the Seller's rights or for the recovery of any payment due in terms hereof, the Purchaser shall on demand, pay to the Seller such collection, tracing agents costs and any other legal costs on an attorney/client scale.

17.2 The parties hereby consent to the jurisdiction of the relevant Magistrates Court or at the option of the Seller, the High Court of South Africa, in respect of any proceedings arising in connection with any action or dispute arising out of this agreement, notwithstanding that the amount of the claim may exceed the jurisdiction of the former court, in which event the Purchaser shall be liable for the costs of such action on an attorney/ client scale.

**18 NON-VARIATION**

18.1 This agreement, together with any Annexure, constitutes the entire agreement between the parties and no amendments, deletions, variations or cancellation by agreement shall be of any force or effect unless reduced to writing and signed by both parties.

18.2 This agreement cancels all other agreements between the parties with regard to the Stand sold in terms hereof.

18.3 Neither party has been induced to enter into this agreement by any other representation, save and except as recorded in this agreement, and the parties shall not be liable to each other for any warranties or representation, express or implied, other than those contained herein.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2007

*As witnesses*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2007

*As witnesses*

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AUKWATOWA (PTY) LTD

