



ARANOS TOWN COUNCIL

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Aranos, Namibia

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CONDITIONS FOR THE SALE OF ERVEN AT ARANOS PROPER – TOWN

These conditions issued by the Aranos Town Council in terms of Section 63(2) of the Local Authorities Act (Act No. 23 of 1992) as amended.

NB: AN APPENDUM TO DEED OF SALE

1.1 The PURCHASE PRICE is the sum of N\$...... Namibian Dollars) payable free of any deductions whatsoever by the PURCHASER to the SELLER payable within a 6-month period for registration of transfer of property into the name of the PURCHASER.

1.2 METHODS OF PAYMENT

The SELLER offers the following methods of payment in respect of the payment of the purchase price:

1.2.1 CASH

The total purchase price is payable by the PURCHASER in cash to DR WEDER KAUTA & HOVEKA INC. (The SELLER'S Conveyancers) within 6 (Six) months from date of signature of this agreement to be held and invested by them in an interest bearing trust account, the interest to accrue to the SELLER pending registration of transfer.

Payment to the Conveyancers shall be made by direct deposit to either of the following accounts:

DR WEDER KAUTA & HOVEKA INC.
BANK WINDHOEK LTD - INDEPENDENCE AVENUE
TRUST ACCOUNT NO: 102 664 3801
BRANCH CODE: 48 19 72

Or

FIRST NATIONAL BANK LTD – INDEPENDENCE AVENUE
TRUST ACCOUNT NO: 620 1677 2578
BRANCH CODE: 28 18 72

1.2.2 PAYMENT BY MEANS OF A BANK GUARANTEE

The purchase price shall be secured by a guarantee acceptable to the SELLER'S Conveyancers and which shall be lodged with the SELLER'S Conveyancers within 30 days from the date of signature of this agreement.

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APPLICANT

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DATE

- 1.3 Failure to make the full payment due for the Erven within SIX (6) months will constitute a breach of this agreement and as a result the Council reserves the right to repossess the property/Erven and re-allocate it to another potential buyer. The Council shall then refund the incomplete amounts/deposits paid for the Erven
- 1.4. First time buyer, for the purposes of this transaction shall be deemed to be an approved purchaser, who obtained prior to the closing date of the sale, a certificate from the Council, as first time purchaser: Purchasers who has no erf – or housing loan or existing contractual relationship with the Aranos Town council relating to the purchase of land or which although sold has not yet been transferred and is still registered in the name of the Council: Provided that this will not exclude Purchasers who previously acquired land and who have already taken transfer into his/her/its/their name/s in the Deeds Office.
- 1.5. No resale of erven (speculation) are allowed until the erf/property is legally transferred and registered in the purchaser's name. The Council shall repossess the Erven and reallocate it to other potential buyers should anyone on the current list attempt to resale their allocated erven before transfer is concluded
- 1.6. The PURCHASER binds him-, her-, itself to erect a building or buildings on the PROPERTY within 2 (two) years from date of sale of which the value of the main building, outbuildings excluded, as calculated by the Manager: Technical Services of the SELLER, shall not be less than the minimum building value specified for a property situated in the relevant township or zoning as set out in Town Planning Scheme of Aranos or as determined by the SELLER or any law from time to time. Such building value shall be expressed as a factor of the ground value of the PROPERTY as it is entered into the Valuation Roll of the SELLER from time to time when assessment rates are levied against the PROPERTY.
- 1.7. The minimum building value of the main building on the PROPERTY on completion must be at least 5 (five) times the Purchase Price of the PROPERTY/ERVEN paid by the PURCHASER to the SELLER as provided in the relevant clause in the DEED OF SALE OR Clause 1.1 of this appendum
- 1.8. The PURCHASER takes note that after the pointing out of the beacons or if any excavations or mechanical clearing of the ground have taken place, the SELLER accepts no responsibility for pointing out or replacing surveyors' pegs or beacons and the PURCHASER or its successor in title must thereafter appoint his, her or its own professional surveyor to point out or replace the surveyor beacons.
- 1.9. No unauthorised building or structures, not approved in terms of the provisions of the standard of building regulations for Aranos Town Council shall be allowed on the PROPERTY and the property will only be utilized for residential purpose. All building plans and the estimated cost shall be presented to the Council for approval before any construction will commence, a failure to adhere to this clause shall constitute a breach of sale agreement

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- 1.10. Application for rezoning must be approved separately through the rezoning process and all cost pertaining to the rezoning shall be paid by the purchaser.
 - 1.11. The PROPERTY is sold AS IS "voetstoots" and the SELLER is not liable on re-measurement of the PROPERTY for any shortfall, nor does it wish to benefit from any excess.
 - 1.12. The Purchaser/Potential buyers who are currently allocated erven at ARANOS PROPER but somehow feels like they are not able to fully meet the above conditions should surrender the properties to Council and apply for another alternative ervens in other locations of the Town.
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A.T.C. CONDITIONS OF LAND SALE & USE

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APPLICANT

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