



AGREEMENT OF SALE (LDA 2)

BY AND BETWEEN

(hereinafter referred to as the PURCHASER)

with domicilium citandi et executandi address at:

POSTAL ADDRESS:

Identity Number/Registration Number: _____

Tel No: _____

Fax No: _____

Cell phone No: _____

E-mail: _____

Tax No: _____

Marital status:

UNMARRIED / MARRIED OUT OF COMMUNITY OF PROPERTY / MARRIED IN COMMUNITY OF
PROPERTY

MARRIED ACCORDING TO THE LAWS OF COUNTRY IF NOT REPUBLIC OF SOUTH AFRICA

_____ (NAME)

Name of spouse: _____
Identity/Passport number: _____

AND

THE TRUSTEES FOR THE TIME BEING OF HABITAT NOUVEAU (PTY) LTD

Registration Number: 2007/026355/07

Herein represented by Hildeke Macleod (Identity number: 711030 0003 084)

In his capacity as trustee duly authorized thereto in terms of a resolution

(hereinafter referred to as the SELLER)

with domicilium citandi et executandi address at:

KROONVLEI ADMIN OFFICE

82 Dawn Drive

Northcliff

2195

Fax number: 086 644 3901

POSTAL ADDRESS

KROONVLEI ADMIN OFFICE

82 Dawn Drive

Northcliff

2195

THE PARTIES AGREE AS FOLLOWS:

PORTION: 28, OF THE FARM: Zuurvlei no. 403-KR, REGISTRATION DIVISION: _____,

Limpopo PROVINCE; MEASURING: 1 Hectares, situated in the development known as KROONVLEI

ESTATE (hereinafter referred to as the Property) is hereby purchased by the PURCHASER from the SELLER subject to the following terms and conditions:

1. PURCHASE PRICE

1.1. The Purchase Price for the property is the sum of R_____

(_____RAND);

1.2. The parties agree that should transfer of the property not have been passed to the PURCHASER within 90 (ninety) days from date of opening of the township register or the date of this agreement (whichever is the later date) the PURCHASER shall be liable for the payment of interest on the purchase price calculated at the rate of 2% per month from such date, pro rata to date of payment, should such delay be attributable to an act or omission of the PURCHASER.

1.3. The purchase price has been calculated including VAT @ 14%. Should the rate and the payable for VAT and the SELLER'S liability in this regard be amended during the currency of this agreement, the purchase price will be increased or reduced accordingly.

2. PAYMENT OF PURCHASE PRICE

2.1. The purchase price will be payable to the SELLER by the PURCHASER as follows:

2.2. The PURCHASER shall pay on signature hereof a deposit of 10 % of the purchase price, to the SELLER'S Conveyancers, which amount will be invested in an interest bearing trust account for the benefit of the PURCHASER and held in trust in terms of Section 78(2A) of the Attorneys' Act No 53 of 1979 by:

VFV MSELEKU ATTORNEYS
NEDBANK, HILCREST
BRANCH CODE: 198765
ACCOUNT NUMBER: 1010651714

until date of transfer of the property into the name of the PURCHASER, when the capital shall be paid to the SELLER and the interest be credited to the PURCHASER. The PURCHASER shall not apply set-off between the said interest and the balance of the purchase price, and shall be solely responsible for any costs of the investment as may be charged by the commercial bank, as well as a once-off investment administration fee of R456.00 (VAT included) payable to the conveyances.

2.3. The balance of the purchase price shall be payable in cash free of bank charges on registration of the property in the name of the PURCHASER, which payment shall be guaranteed by way of an acceptable bank or other guarantee to be furnished to the SELLER within 30 (thirty) days after being requested in writing to do so by the SELLER'S attorneys.

The guarantee shall be made out in favour of the SELLER or such other party or parties as may be nominated by the SELLER in writing.

2.4. Failure by the PURCHASER to deliver guarantees as provided for in 2.2 shall be deemed a delay as referred to in 1.2 of this agreement, which would entitle the SELLER to interest as stipulated in the said clause, notwithstanding any other rights which the SELLER may have as a result of such failure.

3. RATES AND TAXES

3.1. The PURCHASER shall be liable for payment of all rates and taxes relating to the property and due to the State, Municipality or any other authority from date of transfer. On transfer the PURCHASER will reimburse the SELLER for any advance payments made by the SELLER.

3.2. DOMICILIUM CITANDI ET EXECUTANDI

3.3. All notices to be given by any of the parties to the other in pursuance of this agreement, shall be given by prepaid post to the postal address or telefax to the fax address or hand delivered to such party's domicilium citandi et executandi as indicated in the preamble provided that:

3.4. Any written notice sent by registered post to the PURCHASER at his postal address as mentioned above shall be deemed to have been received and be deemed to have come to the PURCHASER'S notice on the 7TH day after date of postage.

3.5. Any notice given by fax shall be deemed to have been received on the date of transmission.

3.6. Either party is entitled to by way of registered post addressed to the other's postal address change his chosen postal address or domicilium citandi et executandi.

4. JURISDICTION

4.1. The parties hereby agree to the jurisdiction of the Magistrate's Court for any action arising from this agreement, notwithstanding whether the action falls outside the jurisdiction of the Magistrate's Court. The signing of this agreement by the PURCHASER constitutes written acceptance as contemplated in Section 45 of the Magistrate's Court Act No 32 of 1944, as

amended. The SELLER may nevertheless at his own discretion institute action in any other court having jurisdiction.

5. BREACH

5.1. Should the PURCHASER fail to punctually comply with any of the terms or provisions of this agreement and remain in default 14 (fourteen) days after receipt of notice from the SELLER to rectify such breach the SELLER shall be entitled to:

5.2. Claim the outstanding purchase price together with interest and all other outstanding amounts from the PURCHASER or to claim specific performance of any other obligation; or

5.3. Immediately cancel the agreement; and

5.4. claim any damages which the SELLER has suffered as a result of the breach by the PURCHASER; or

5.5. retain all payments already made by the PURCHASER to the SELLER as rouwkoop or alternatively as liquidated damages as a result of the breach of contract. The parties hereby agree that any amount so retained as damages will represent the fair and reasonable damages suffered by the SELLER

6. OCCUPATION AND POSSESSION

6.1. The PURCHASER shall be entitled to occupy and possess the property from and including date of registration of transfer from which date all benefits and risks of ownership in respect of the property shall pass to the PURCHASER.

6.2. From the date upon which the PURCHASER takes possession and occupation of the property the PURCHASER shall be liable for the payment of all rates, taxes, imposts or other municipal charges and the Home Owners Association levies, levied thereon. Payment of these costs shall be effected to the Conveyancers immediately upon request by the SELLER or the Conveyancers to do so. Should the SELLER have made any payment of such a nature for a period after the date of possession and occupation, he shall be entitled to a refund thereof pro rata to the period of prepayment.

6.3. Should the PURCHASER take occupation before the date of transfer no tenancy shall thereby be created and under no circumstances will the PURCHASER acquire any lien or be entitled to any compensation for any improvements effected to the PROPERTY. Should this sale terminate for whatever reason prior to transfer, the PURCHASER shall be obliged to vacate the PROPERTY immediately.

7. TRANSFER AND COSTS

7.1. The PURCHASER is liable for payment, within 14 (fourteen) days of receipt of an account, of all costs relating to the transfer of the property including transfer duty payable to the SELLER'S attorneys: VFV ATTORNEYS of BLOCK A, CORPORATE PLACE, 39 SELATI STREET, ASHLEA GARDENS, PRETORIA.

7.2. The PURCHASER shall sign all documents relating to the transfer of the property upon request.

7.3. The PURCHASER shall pay to the Conveyancers a reasonable fee for attending to the investment of the deposit with a financial institution (clause 2.1), the administration and calling up thereof.

7.4. Transfer shall be effected as soon as all transfer documents have been signed and all costs paid, and the purchase price has been fully paid or guaranteed.

8. CONDITION OF PROPERTY:

8.1. The property is sold as inspected by the PURCHASER and subject to all servitudes and conditions which apply in the Title Deed and further subject to the conditions of establishment, the conditions as set out in the **North West Tribunal's** consent to subdivision and/or township establishment, and the applicable approved general plan of the township.

8.2. The property is unimproved but forms part of an approved township.

The SELLER shall provide the following:

- 8.3. Gravel access roads to all properties in the development, the treatment, nature, design and extent of which will be as determined by the local authority. All other roads will be scraped gravel roads;
- 8.4. Common amenities such as a Entrance gate and game fences;
- 8.5. All properties will be provided with water connections, but no sanitation system, which will have to be installed by the PURCHASER.
- 8.6. The PURCHASER shall make no improvements or other alterations whatsoever to the property prior to the registration of the transfer without written permission from the SELLER.
- 8.7. The PURCHASER acknowledges that the beacons of the property have been pointed out to him and that the SELLER will have no further obligations in this regard after date of this agreement.
- 8.8. It is recorded that the SELLER will be providing infrastructural services in respect of the whole development and that the property hereby sold may be damaged as a result thereof. The PURCHASER shall not be entitled to cancel this agreement or to claim a reduction in the purchase price or damages as a result thereof, or as a result of normal wear and tear from date of this agreement to date of transfer.
- 8.9. The PURCHASER acknowledges that, although the SELLER undertakes to take all reasonable steps to conserve all trees presently on the property, the removal or damage of some trees may be unavoidable for the purposes of construction and installation of infrastructural services.
- 8.10. The Property currently has no electrical connection to the Eskom grid, The PURCHASER shall at his own costs and account be responsible for the installation and connection off an OFF GRID electrical solution as specified in the Architectural Guidelines. A contribution of 2.5% of the stand sales price will be refunded to the buyer to implement off grid electricity to his property

9. GENERAL

- 9.1. If the PURCHASER is acting as a trustee for a company (legal persona) to be formed then in the event of the said legal persona not being formed and ratifying and adopting this agreement within 60 (sixty) days of the date of this agreement then the signatory in his personal capacity shall be the PURCHASER hereunder and shall be bound by all the terms and conditions of this agreement. If a legal persona is formed and duly adopts and ratifies this agreement as aforesaid then the signatory by virtue of his signature hereto binds himself as surety and co-principal debtor jointly and severally with the legal persona for the fulfillment of all the terms and conditions of this agreement.
- 9.2. In the event of there being more than one PURCHASER such PURCHASERS are jointly and severally and in solidum liable to the SELLER for the due and proper performance of all obligations hereunder.
- 9.3. Should the SELLER instruct its attorneys to take any steps against the PURCHASER to enforce any of the SELLER'S rights in terms of this agreement or to claim payment of any monies payable in terms hereof, the PURCHASER shall be liable for payment of all tracing fees, collection fees and other legal costs on the scale of attorney and client even if an action is not instituted through a court.
- 9.4. Should the signatory be acting on behalf of a principal (whether disclosed or undisclosed or existing or still to be formed) the provisions of Clause 10.1 shall mutatis mutandis apply and the signatory be bound to the SELLER as surety and co-principal debtor, jointly and severally with the signatory's principal.
- 9.5. Any latitude granted in respect of the performance of any obligation or extension of time or condonation of the PURCHASER'S non-performance of any term or obligation in terms hereof shall not constitute a novation or the waiver of any rights by the SELLER in terms of this agreement.

10. IRREVOCABLE OFFER

Should the PURCHASER or its trustee or other representative sign this agreement before the SELLER the PURCHASER hereby makes an offer to the SELLER to purchase the property at the given price and subject to the terms and conditions set out in the agreement and agrees that this offer is irrevocable and available for acceptance by the SELLER for a period of 14 days from date of signature by the PURCHASER.

11. ACCEPTANCE OF OFFER TO PURCHASE

This offer to purchase will be legal and binding as soon as the SELLER or his representative has signed same and no notice to the PURCHASER of such acceptance will be necessary.

12. COMPLETE AGREEMENT

12.1. This agreement constitutes the entire agreement between the parties and no provisions, warranties or representations (whether made by any Agent of the SELLER or not) which do not appear in this agreement and no alteration or consensual cancellation of this agreement will be binding on the parties unless reduced to writing and signed by both parties.

13. LANGUAGE

13.1. The PURCHASER confirms that his chosen language for this agreement is English.

13.2. Die KOPER erken dat hy Engels gekies het as die taal van hierdie ooreenkoms.

14. FURTHER CONDITIONS

15. LAND OWNERS' ASSOCIATION

15.1. The PURCHASER confirms that on registration of the property into his name he shall automatically become a member of **KROONVLEI LAND OWNERS ASSOCIATION NPC** **Registration number: 2012/150168/08** and (referred to in this agreement as the LOA) and confirms that he shall obtain membership subject to the Memorandum of Incorporation, Constitution and Rules of the LOA. A copy of the constitution is available for inspection with the SELLER; the PURCHASER confirms being aware of the provisions thereof.

15.2. The PURCHASER shall remain a member of the LOA and bound to its provisions for as long as he remains the registered owner of the property.

15.3. Should the PURCHASER sell the property he will be obliged to inform the new PURCHASER of the LOA and the new PURCHASER'S obligations in terms of its provisions, and to sell the property subject thereto.

- 15.4. As from date of this agreement the PURCHASER shall require the prior written consent of the LOA to sell the property which consent will not be unreasonably withheld.
- 15.5. Prior written consent from the LOA is required for any improvements or alterations thereto, to be erected on the property. Building plans for such improvements must be submitted and approved by the LOA before the commencement of any work. A copy of the LOA'S architectural guidelines is available for inspection with the SELLER; the PURCHASER confirms being aware of the provisions thereof.
- 15.6. **Only Architects listed with the KAC's will** be authorized to design new dwellings and or alterations to existing structures on Kroonvlei Wilderness Estate.
- 15.7. Only builders listed with the KAC's will be allowed to construct and build in and on the Kroonvlei Wilderness Estate.
- 15.8. The property is sold subject to the following provisions, which provisions will be taken up in the Title Deed of the property:
- 15.9. The owner of the property or any subdivision thereof or any interest therein or any unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer it without the prior written consent of the LOA which consent shall not be unreasonably withheld;
- 15.10. The owner of the property or any subdivision thereof of or any interest therein or of any unit thereon as described in the Sectional Titles Act, shall automatically become and remain a member of the LOA and be subject to its Constitution until he ceases to be an owner as aforesaid. Neither the Erf nor any sub-division thereof nor any unit thereon shall be transferred to any person who has not bound himself in writing and otherwise to the satisfaction of the LOA to become a member of the LOA.
- 15.11. As from date of transfer the PURCHASER shall be liable for payment to the LOA of a levy of R850.00 (Eight hundred and fifty rand) per month for an undeveloped stand and or **R1'850.00 (One thousand eight hundred and fifty rand) once construction date commences.** This levy shall be utilized entirely towards maintenance of property belonging to the LOA, security matters and for such other purposes as the constitution of the LOA may prescribe. Such levy shall not include rates and taxes in respect of the property for which the PURCHASER shall remain separately liable as provided for in clause 3 hereof.

15.12. The SELLER undertakes to until _____ or the date of the first AGM of the LOA, make good any shortfall of funds required by the LOA for its purposes, but shall until such date have no further financial obligations towards the LOA. At the said AGM the LOA will then determine its future levies.

15.13. The LOA shall manage the electricity, were applicable, from Escom to relevant owners and charge each owner for actual consumption thereof.

15.14. The LOA shall become the registered owner of all open areas on the remainder of the farm and the farming activities being conducted thereon, including all game and loose assets required for such farming as currently being employed by the present farmer. All farming activities will be managed by the LOA with reference to the environmental management plan.

The purchases acknowledge and accepts that it is a special condition of the Constitution that all owners shall be obliged to pay 1% of the sale price (exclusive of VAT if applicable) to the LOA upon the sale and transfer of their properties to a third party as a **contribution to the LOA's funds**.

16. CONSTRUCTION WORK AND INSTALLATION OF SERVICES

The PURCHASER hereby confirms that the development is not yet fully developed and that inconvenience may be experienced due to construction work and installation of services on neighbouring properties. The PURCHASER shall have no claim against the SELLER as a result of such inconvenience.

17. AGENT'S COMMISSION

17.1. The SELLER shall be responsible for payment of any agent's commission in respect of the sale; Should however this agreement be terminated as a result of an act or omission of the PURCHASER (ie breach of contract) the SELLER shall be entitled to utilize the deposit referred to in 2.1 as payment or part-payment of such commission.

18. COOLING OFF PERIOD

18.1. This agreement is not subject to the provisions of Section 29A of the Alienation of Land Act 68 of 1981 and the PURCHASER has no right to withdraw from this Agreement.

19. SPECIAL CONDITIONS

19.1. The PURCHASER acknowledges being aware thereof that the SELLER shall retain the rights to sell and / or develop stands 57, 78 on LDA2 as shown on the layout plan. They have been set aside for the development of small-scale property development and these stands will not form part of the assets of the LOA. Such development shall be done at the time and in the form as may be decided upon in the sole discretion of the seller, or its successor in the title.

19.2. The Purchaser further acknowledges that the SELLER will develop the estate in phases, and that in particular phase 4 – 9as depicted on the General Plans of this development, will not be included in the initial opening of the subdivision of the township register, and that the development thereof (if at all) shall be at the total discretion of the seller. The Seller shall have no obligation to pay any levies to the LOA in respect of these Stands until they have been serviced and occupied.

20. ANNEXURE TO THIS SALES AGREEMENT

The following documents make part of the sales agreement and the latest version of each (see website) should be signed as annexure to this contract and any subsequent sales of stand and properties on the Kroonvlei Wilderness Estate

- A. KROONVLEI WILDERNESS ESTATE LAND OWNERS ASSOCIATION (Kwelo) CODE OF CONDUCT (Rules and regulation) together with – ANNEX A; B & ACTIVITY MAP
 - 1.1.A.1. ANNEX A - KWE SKOPPENBOER< PLAASWERF & KROONHOOGTES development plans
 - 1.1.A.2. ANNEX B - VISITORS (KWELOA) summary RULES & REGULATION & INDEMNITY DOCUMENT
 - 1.1.A.3. KROONVLEI ACTIVITY MAP
- B. ARCHITECTURAL GUIDELINES together with – ANNEX C; D; E & F
 - 1.1.B.1. ANNEX C – ARCHITECTUAL SUBMISSIONS TO KAC
 - 1.1.B.2. ANNEX D – BUILDING RULES AND REGULATIONS
 - 1.1.B.3. ANNEX E – MATERIAL FINISHES
 - 1.1.B.4. ANNEX F – KROONVLEI ARCHITECTUAL REFERENCES

- C. ENVIRONMENTAL MANAGEMENT PLAN
- D. LOA AGREEMENT
- E. MOI (Memorandum Of Incorporation)
- F. TREE PLANTING INFORMATION LIST (KWELOA)
- G. KROONVLEI STAND MAP

21. SUSPENSIVE CONDITION

21.1. This agreement is subject to the condition that the PURCHASER (or the SELLER or the Agent **on the PURCHASER's behalf**) obtains approval by not later than 60 (sixty) days following acceptance hereof by the SELLER of a loan by an institution of not less than R _____ (_____)

21.2. _____ RAND) upon security of a first mortgage bond over the property at such rates of interest and on such conditions as are stipulated by the financial institution.

21.3. Upon submission by the PURCHASER after expiry of the period mentioned, of written proof, that he was unable to obtain the said loan, this agreement shall lapse and be of no further effect.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF

_____ 201_____

AS WITNESSES:

1. _____

2. _____

PURCHASER

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF

_____ 201_____

AS WITNESSES:

1. _____

2. _____

SELLER