



ELEMENTS
PRIVATE GOLF RESERVE

OFFER TO PURCHASE IN RESPECT OF THE GOLF LODGE STANDS

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN:

NAME: DANIEL JAMES CLIFFORD on behalf of
KLAPROPS 69 (PROPRIETARY) LIMITED t/a ELEMENTS PRIVATE
GOLF RESERVE
REGISTRATION NUMBER: 2001/030181/07

ADDRESS: Portion 9 (Portion of Portion 3) of the farm Elandsfontein 440, Bela-Bela
PO BOX 7445, PETIT, 1512

(Hereinafter referred to as “the Seller”)

AND

Full Name / Company Name:

Identity Number / Registration Number:

Marital Status (ANC / COP):

Business Address:
Code:

INTENT OF THE SELLER

The Seller, being the owner of the following Property:

PORTION 9 (A PORTION OF PORTION 3) OF THE FARM ELANDSFONTEIN No. 440, REGISTRATION DIVISION K.R., LIMPOPO PROVINCE, IN THE EXTENT OF 494,8501 (FOUR HUNDRED AND NINETY FOUR comma EIGHT FIVE NOUGHT ONE) HECTARES, HELD BY DEED OF TRANSFER: T101167/2002.

(Hereinafter referred to as “**the Property**”)

1. Prepared a Development Scheme in terms of the Sectional Title Act, Act 95 of 1986, in respect of the aforementioned Property and applied at the Surveyor-General for the approval of the Scheme as well as at the Registrar of Deeds for the registration of a Sectional Plan and the opening of a Sectional Title Register in respect of the Scheme; and
2. Intends to develop the Scheme in phases of not less than one Unit at a time and therefore reserved and registered a Real Right of Extension in respect of the balance of the Units. This Real Right of Extension entails the right to erect and complete, from time to time and within a period of **10 (Ten) years from 29 June 2004**, a further Building and/or Buildings on a specified Portion(s) of the Common Property and to divide such Building and/or Buildings into a Section or Sections and Common Property, which Building and/or Buildings to be erected are more fully shown on the Building Plans and Site Development Plan. The Site Development Plan and the Building Plans has been registered and filed at the Deeds Office at Pretoria on 29 June 2004 in terms of Section 25(2) of the Sectional Title Act, Act 95 of 1986; and
3. Intends to sell Portions of the aforementioned Real Right of Extension, as identified and shown on the Plan for the Real Right of Extension as approved by the Surveyor General.

AGREEMENT BETWEEN THE PARTIES

1. SUBJECT MATTER

- 1.1 The Seller hereby sells to the Purchaser, who hereby purchases, subject to the terms and conditions contained and stipulated in this Agreement and Annexures hereto, the following:

1.1.1 A Portion described as S_____ of the Real Right of Extension of the Scheme known as **ELEMENTS PRIVATE GOLF RESERVE**, which Portion is identified and shown on the Plans attached hereto.

1.2 This Real Right of Extension includes the right to:

1.2.1 Erect and complete in accordance with the Building Rules and Regulations, a Building for residential purposes on the abovementioned specified Portion of the Common Property of the Scheme. Same shall be erected and completed within a period of **10 (Ten) years from 29 June 2004** and in terms of the Site Development Plan and the Building Plans as filed and registered at the Deeds Office in terms of Section 25(2) of the Sectional Title Act, Act 95 of 1986.

1.2.2 Submit a draft Sectional Plan of Extension to the Surveyor-General for his approval as soon as the Purchaser exercised the abovementioned Real Right of Extension by erecting a Building on the Portion purchased.

1.2.3 Apply to the Registrar of Deeds for the registration and the inclusion of the Sectional Plan of Extension into the relevant Sectional Title Register (after approval of the Sectional Plan of Extension by the Surveyor-General as stipulated in Clause 1.2.2 above).

1.2.4 To apply for a Certificate of the Registered Sectional Title.

1.2.5 To apply for the substitution of the Section shown on the Sectional Plan of Extension together with the undivided share in the Common Property, as security, in the place of the Portion of the Real Right of Extension hereby sold.

2. PURCHASE PRICE

The Purchase Price for the Portion of the Real Right of Extension hereby sold is the amount of:

R_____ (_____) (VAT Exclusive).

The aforementioned Purchase Price shall be payable on Registration of Transfer of the Real Right of Extension into the name of the Purchaser, which payment shall be secured as follows:

- 2.1 The Purchaser shall pay a minimum deposit of **R150 000.00 (ONE HUNDRED AND FIFTY THOUSAND RAND)** into the Trust Account of the Attorneys, in cash on signature of this Agreement by the Purchaser. The Purchaser irrevocably authorises the Attorneys to invest such deposit into an interest bearing account with a Bank of their choice (in terms of Section 78(2)(A) of the Attorneys Act No.53 of 1979), pending the Registration of Transfer of the Real Right of Extension into the name of the Purchaser. All interest earned, less the Attorneys administration fees, shall accrue to the Purchaser pending the aforementioned Registration of Transfer of the Real Right of Extension into the name of the Purchaser.

- 2.2 The Purchaser shall pay the balance of the Purchase Price, being **R_____** (_____) into the Trust Account of the Attorneys on written request thereof by the Attorneys, or alternatively deliver acceptable Bank guarantees for the balance of the Purchase Price if a loan therefore has been granted/approved by a Bank and/or Financial Institution, to the Attorneys on written request thereof by the Attorneys. The Purchaser irrevocably authorise the Attorneys to invest such amount into an interest bearing account with a Bank of their choice (in terms of Section 78(2)(A) of the Attorneys Act No.53 of 1979), pending the Registration of Transfer of the Real Right of Extension into the name of the Purchaser. All interest earned, less the Attorneys administration fees, shall accrue to the Purchaser pending the aforementioned Registration of Transfer of the Real Right of Extension into the name of the Purchaser.

- 2.3 Should the Purchaser require a loan from a Bank or Financial Institution in order to make payment of the balance of the Purchase Price, being **R_____** (_____), the Purchaser shall furnish the Attorneys with proof from a Bank or Financial Institution that the Loan has been granted/approved, within **30 (Thirty) days** after signature hereof by the Purchaser.
- 2.4 The Purchaser shall be obliged to furnish the Attorneys with any and all information and documentation needed for the Registration of Transfer of the Real Right of Extension, as well as to sign all the necessary documentation relating to the Registration of Transfer of the Cession of Real Right of Extension, on request thereof by the Attorneys.
- 2.5 Should the Purchaser fail, in accordance with the terms and conditions stipulated in this Agreement, to:
- 2.5.1 Sign any documentation with regard to the Registration of Transfer of the Real Right of Extension into the name of the Purchaser, on request thereof by the Attorneys; or
 - 2.5.2 Deliver any documentation or information to the Attorneys, which is needed for the Registration of Transfer of the Real Right of Extension into the name of the Purchaser; or
 - 2.5.3 Make payment of the balance of the Purchase Price and/or deliver acceptable bank guarantees, on request thereof by the Attorneys; or
 - 2.5.4 Deliver necessary documentation as proof that the Purchaser did apply for a Loan at a Bank or Financial Institution for payment of the balance of the Purchase Price (if applicable), in the event of the Purchaser failing to obtain a loan from a Bank or Financial Institution,

the Seller shall have the right to cancel this Agreement in terms of Clause 16 and the Purchaser shall forfeit the deposit paid in terms of Clause 2.1, without prejudice to the Seller's right to claim actual damages sustained or to any other remedy and/or right the Seller may have in terms of this Agreement or in Law.

SIGNED AT _____ on this ____ day of _____ 2007.

AS WITNESSES:

1. _____

2. _____

Purchaser (s)
(Duly authorised thereto)

SIGNED AT _____ on this ____ day of _____ 2007.

AS WITNESSES:

1. _____

2. _____

Seller
(Duly authorised thereto)

CONDITIONS OF SALE

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Agreement and the Annexures to this Agreement: –
- 1.1.1 Clause headings are for the purpose of convenience and reference only and are not to be used in the interpretation nor modification, nor uplifting of the terms and conditions of this Agreement; and
- 1.1.2 Unless the context clearly indicates or stipulates a contrary intention, words importing: –
- 1.1.2.1 a Reference to any gender includes the other genders; and
- 1.1.2.2 a Reference to a Natural person, includes juristic persons and created entities (corporate or non-corporate) and *vice versa*; and
- 1.1.2.3 a Reference to the singular includes the plural and *vice versa*.
- 1.2 In this Agreement the following expressions will bear the meaning assigned to them below and cognate expressions will bear a corresponding meaning, namely: –
- 1.2.1 The “**Act**” means: -
The Sectional Titles Act No. 95 of 1986 as amended from time to time, including the Regulations made under it.
- 1.2.2 The “**Agreement**” means: -
This Agreement (Preamble, Intent of the Seller, Agreement between the Parties and the Conditions of Sale) together with all the Annexures and/or Schedules attached hereto.

- 1.2.3 The “**Attorneys**” means: -
VDW ATTORNEYS
862 WAPADRAND STREET
OPPIDRAAI OFFICE PARK
UNIT 4
WAPADRAND, GAUTENG
Tel: (012) 807 9303
Fax: (012) 807 9315
- 1.2.4 The “**Body Corporate**” means: -
The Body Corporate of Elements Private Golf Reserve as contemplated in terms of Section 36 of the Act.
- 1.2.5 The “**Buildings**” means: -
The Building(s) to be erected on the Property in accordance with the Site Development Plan, the Sectional Title Plan and Building Plans on the Development known as Elements Private Golf Reserve.
- 1.2.6 The “**Common Property**” means: -
That portion of the Property and Building(s) not forming part of a Unit(s).
- 1.2.7 The “**Parties**” means: -
The Seller and the Purchaser collectively.
- 1.2.8 The “**Property**” means: -
The Immovable Property referred to under the heading “*INTENT OF THE SELLER*”.
- 1.2.9 The “**Register**” means: -
The Sectional Title Register with regard to the Property and Buildings, which was opened in terms of the Act on 29 June 2004.

- 1.2.10 The **“Rules”** means: -
The Management Rules (as prescribed in Section 35 of the Act) and Conduct Rules, as registered, which can be amended from time to time by the Body Corporate.
- 1.2.11 The **“Scheme”** means: -
The Sectional Title Development registered with regard to the Property.
- 1.2.12 A/The **“Unit”** means: -
A Section together with its undivided share in the Common Property as allocated to that Section in terms of the participation quota to be determined in terms of Section 32 of the Act.
- 1.2.13 The **“Sectional Title Plan”** means: -
The Sectional Title Plan as approved by the Surveyor General and registered by the Registrar of Deeds.
- 1.2.14 A/The **“Section”** means: -
The Building (house) to be erected on the indicated Portion of the Property hereby sold, when the Purchaser exercises his Real Right of Extension.
- 1.2.15 The **“Portion / Portion of the Real Right of Extension”** means: -
That Portion(s) of the Real Right of Extension, that is reserved by the Seller in accordance with Section 25 of the Act and which is identified as a Portion of the Property (Common Property) in the Scheme as shown on the Plan for Cession of the Real Right Extension for the Development in terms of Section 25(4)(b) of the Act, which Portion is hereby sold to the Purchaser.
- 1.2.16 The **“Site Development Plan”** means: -
The Plan of the Building(s) to be erected in the future on the Common Property in the Scheme, in terms of the Real Right of Extension.

- 1.2.17 The “**Transfer**” means: -
Cession of the Portion of the Real Right of Extension hereby sold, into the name of Purchaser.

2. **MORTGAGE BOND**

Should the Purchaser elect to apply for a loan at a Bank and/or Financial Institution in order to finance the balance of the Purchase Price payable, which loan shall be secured by means of a Mortgage Bond to be registered over the Portion of the Real Right of Extension hereby sold, the Purchaser hereby appoints the **Bond Originator** appointed by the Seller to apply on his behalf to any Bank and/or Financial Institution, reasonably acceptable to the Seller, for the required loan finance. The Purchaser shall:

- 2.1 Complete an application and provide and/or furnish such completed application, together with all information and documentation necessary for purposes of applying for the loan, as required/requested by any Bank and/or Financial Institution reasonably acceptable to the Seller, to the Bond Originator within **7 (Seven) days** after being requested therefore by a Financial Property Consultant from the Bond Originator; and
- 2.2 In the event of the loan being granted, forthwith and on request of the Attorneys, sign all documentation required for the registration of the Mortgage Bond over the Portion of the Real Right of Extension hereby sold and make payment of all applicable costs, disbursements and/or any costs incidental to the registration of such Mortgage Bond.

3. **ACKNOWLEDGEMENT BY PURCHASER**

The Purchaser acknowledges and records the following:

- 3.1 If any of the Purchaser(s) of a Portion of the Real Right of Extension, or the Seller as the existing Developer, does not erect and/or complete his Unit in compliance and/or in accordance with the Site Development Plan and Building Plan as filed and registered at the Deeds Office in terms of Section 25(2) of Act, the Purchaser shall not be prejudiced by any failure of such other Purchaser(s) and/or Developer to comply in this manner and same will not give rise to any cause of action, subject to

the condition that such non-compliance is architecturally acceptable and does not reduce the value of any other Unit(s) in the Scheme; and

- 3.2 That the Real Right of Extension hereby sold will be subject to the Resort Permit Conditions imposed by Bela-Bela Local Municipality and same will also be noted as a condition in the Notarial Deed of Cession of the Portion of the Real Right of Extension hereby sold; and
- 3.3 The contents of Clauses 3.1 and 3.2 above shall be binding on the Purchaser's successors in title and the Notarial Deed of Cession of the Portion of the Real Right of Extension hereby sold shall also contain the condition that the Real Right of Extension may not be ceded to any other party without the written consent of the Seller, together with confirmation in writing by the Body Corporate that all amounts due to the Body Corporate have been paid. The Purchaser hereby confirms that the Seller shall be authorised to peruse such Deed of Sale and furthermore undertakes to ensure that such Deed of Sale, in succession of this Agreement (Deed of Sale), shall include and stipulate all of the aforementioned conditions.
- 3.4 That the Seller shall be entitled to cede, assign all or any of its rights and delegate its obligations in terms of this Agreement.

4. RISK

On the date of Registration of Transfer of the Cession of the Real Right of Extension into the name of the Purchaser, all risk relating to the Portion of the Real Right of Extension hereby sold shall pass to the Purchaser.

5. LEVIES

- 5.1 From date of Registration of the Cession of the Real Right of Extension into the name of the Purchaser, the Purchaser shall be liable and obliged to pay a Monthly Levy of **R _____**.00 (_____ **Rand**), or alternatively such amount (Levy) as determined and imposed by the Body Corporate. The Purchaser acknowledges that he shall complete and sign a Debit Order in favour of the Body

Corporate Account for the payment of the Monthly Levy, which Debit Order is attached hereto.

- 5.2 The Monthly Levy shall be paid into the Bank Account as nominated/indicated by the Body Corporate on/or before such day of each month as stipulated by the Body Corporate. If the levy is not paid timeously, a penalty and/or interest as determined by the Body Corporate will be charged to the Purchaser's account.
- 5.3 Notwithstanding the fact that the Real Right of Extension is registered for a period of **10 (Ten) years from 29 June 2004**, the Levy payable in respect of the Portion sold by the Developer to the Purchaser shall escalate with **100% (One Hundred Percent)** per year, should construction of the Lodge (Section) not commence within a period of 3 (Three) months after Registration of such Portion of the Real Right of Extension into the name of a first Purchaser. The Levy payable will escalate as stipulated above, until the Section has been erected and registered as a Sectional Title Unit.

6. REGISTRATION OF TRANSFER OF THE PORTION OF THE REAL RIGHT OF EXTENSION

- 6.1 Registration of the Cession of the Portion of the Real Right of Extension into the name of the Purchaser shall be affected by the Attorneys within a reasonable time after the Purchaser has complied with all the obligations, which the Purchaser may have in terms of this Agreement.
- 6.2 The Parties specifically agree that, notwithstanding any other rights and/or remedies the Seller may have in terms of this Agreement or in Law, the Purchaser shall be obliged and liable to pay interest to the Seller at the Prime Overdraft Rate of Absa Bank on the full Purchase Price, should the Purchaser fail to sign the transfer documents at the offices the Attorneys appointed by the Seller, within **5 (Five) days** after being requested and/or demanded by the Attorneys in writing.
- 6.3 The Purchaser shall, *inter alia*, also be liable for payment of the following:
- 6.3.1 Any interim interest charged on the Bond, which was registered when purchasing the Portion/Unit, if applicable.

- 6.3.2 All costs, disbursements and any costs incidental to the registration of a Bond over the Portion of the Real Right of Extension hereby sold, which shall include the fee of the Attorneys attending to the registration of such Bond. The aforementioned includes, *inter alia*, any inspection fee, valuation fee and revenue stamps to be incurred on request of the applicable Bank and/or Financial Institution.
- 6.3.3 All costs, disbursements, transfer fees and any costs incidental to the Registration of Transfer of the Portion of the Real Right of Extension into the name of the Purchaser. The Attorneys' fees amounts to **approximately R 11 546.50 (Eleven Thousand Five Hundred Forty Six Rand and Fifty Cent)** and should the Attorneys need to redraft any documentation for any reason whatsoever, an additional fee of **R1 500.00 (One Thousand Five Hundred Rand) plus VAT** shall be payable by the Purchaser to the Attorneys.
- 6.3.4 All costs and fees relating to the connection and usage of Water, Sewerage and Electricity to the portion of the Real Right of Extension and to the Unit.
- 6.3.5 All fees, disbursements and any costs incidental to the drafting and approval of the Building Plans, which *inter alia* includes, the Local Council's fees and Surveyor's fees, as well as all costs and disbursements incidental to the conversion from Real right of Extension to Sectional Title.
- 6.3.6 Insurance of the Unit erected/constructed by the Purchaser, when exercising his Real Right of Extension in terms of Section 25 of Act, on the Portion hereby sold.
- 6.3.7 Levies as determined and imposed by the Body Corporate.

7. **PORTION OF THE REAL RIGHT OF EXTENSION**

The Portion of the Real Right of Extension is sold:

- 7.1 “Voetstoots”, as it now stands, without any warranties whether expressed or implied and in accordance with the Plan for the Cession of the Real Right of Extension for the Development (In terms of Section 25(4)(b) of the Act) and any modifications or alterations, which may be made thereto, from time to time, in accordance with provisions of the Act.
- 7.2 The Seller accepts no liability whatsoever for loss or damage of whatever nature directly or indirectly arising from or caused by subsidence or faults on the Portion or in the vicinity of the Portion. The Purchaser shall be responsible for the cost of any foundation measures required on the Purchaser’s Portion in connection with the erection of any improvements thereon.
- 7.3 The Purchaser acknowledges that he has satisfied himself by means of independent sources of information concerning all advantages and disadvantages attaching to the Portion and agrees that the Seller shall not be liable to him in respect of any failure by the Seller or his Agent to inform him of any such advantages and disadvantages.
- 7.4 The Portion and Unit will be situated approximately as shown on the Sectional Title Plan and Site Development Plan and has either be pointed out to the Purchaser or his Agent by or on behalf of the Seller or has been identified to the Purchaser or his Agent on the said Plans.
- 7.5 The Purchaser has inspected the Sectional Title Plan and Site Development Plan and declares himself to be fully acquainted with all relevant particulars relating to the Portion as shown on the said Plans as well as to the situation and extent and soil condition thereof.
- 7.6 The Seller shall not be required to level the Portion or to carry out any earthworks, tree or bush clearing, demolitions or landscaping in respect thereof.
- 7.7 Subject to the Management Rules (Section 35 (2) of the Act) and Conduct Rules as registered at the Deeds Office on 29 June 2004. The Purchaser declares himself to be fully acquainted with the aforementioned Rules.
- 7.8 Subject to all the terms, conditions and provisions of the Act.

- 7.9 That the Purchaser has not been influenced or induced into entering into this Agreement by any express or implied information, statement, warranty or representation in any way given or made by or on behalf of the Seller, or information and details contained in the advertising material, pictures, drawings or brochures, other than is set out in this Agreement. The Seller shall not be bound by any representation contained in any advertising material of whatever nature.
- 7.10 The Purchaser acknowledges that on date of Registration of Transfer of the Real Right of Extension, building operations may be in progress on the Property and that the Purchaser and every person claiming occupation and use through the Purchaser, may suffer nuisance from such building operations and from noise and dust resulting there from and the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience.
- 7.11 The Purchaser acknowledges that from the date of Registration of Transfer of the Real Right of Extension, the Seller shall have no further obligations regarding any boundary pegs in respect of the Portion.

8. OWNERSHIP

- 8.1 Ownership shall pass to the Purchaser on Registration of the Cession of the Portion of the Real Right of Extension into the name of the Purchaser.
- 8.2 The Purchaser hereby agrees to take Transfer of the Cession of the Portion of the Real Right of Extension in accordance with the provisions of the Act and subject to any conditions which may have been laid down by the Seller, the Local Authority, the Conditions of Title and the terms and conditions contained and stipulated in this Agreement, especially after the Purchaser erected a Unit in terms of the Real Right of Extension hereby sold to him.

9. BODY CORPORATE

- 9.1 The Purchaser hereby acknowledges the fact that he would become a Member of the Body Corporate of the Scheme as soon as the Building is erected/constructed and the

Sectional Plans of Extension thereof is registered at the Deeds Office. The Purchaser accepts the membership of the Body Corporate subject to all the provisions of the Act relating to the duties and powers of the Body Corporate and assumes liability for contribution to the fund established or to be established for the repair, upkeep, control, management and administration of the Common Property as specifically referred to in Section 37 of the Act.

- 9.2 Notwithstanding anything to the contrary, as soon as the Portion of the Real Right of Extension hereby sold is registered in the name of the Purchaser, the Purchaser will be deemed to be a co-developer of the Scheme known as Elements Private Golf Reserve. The Purchaser hereby acknowledges that he will proportionally be liable for the expenses referred to in Section 37(1)(a) of the Sectional Titles Act, as the developer have to carry these expenses in terms of Section 25(2)(d) of the Act until the Sectional Plan of Extension has been registered. The levy payable by the Purchaser to the Body Corporate in terms of Clause 5 of this Agreement will be allocated for this purpose.

10. PURCHASER'S RIGHTS AND OBLIGATIONS

- 10.1 The Purchaser acknowledges that his rights and obligations includes, *inter alia*, the following:
- 10.1.1 The Purchaser shall at all times abide by the Rules in respect of the management and control of the Scheme and any amendment thereto.
- 10.1.2 As soon as the Purchaser exercises the Real Right of Extension by erecting and completing a Unit, he shall allow the Seller or its Agent to enter and to inspect the Unit at all reasonable times.
- 10.1.3 The Purchaser acknowledges the fact that the Unit should conform to the architectural guidelines and requirements as determined by the Seller and/or the Body Corporate. All Building Plans of the Units to be erected is subject to the approval of the Seller and/or the Body Corporate and should be in accordance with the registered Building Plans.

- 10.1.4 The Purchaser shall not erect or allow to be erected, establish or allow to be established, place or allow to be placed, whether temporarily or permanently, any movable or immovable structure on the Property or make alterations or additions to the Unit or any Building without the written approval of the Body Corporate first being obtained, except where the Purchaser exercises its rights in terms of Section 25 of Act.
- 10.1.5 The Purchaser shall not use the Common Property in such manner as to cause any damage thereto or to the other Sections nor shall he store or permit the storage therein of any inflammable materials which may violate any policy of insurance in respect of the Property or which is likely to have the effect of increasing the premium payable in terms of such insurance policy.
- 10.1.6 The Purchaser may not alienate the Portion of the Real Right of Extension hereby sold to him, without the written consent of the Seller. Any profit or loss arising out of any such dealing shall be for the account of the Purchaser. The provision shall apply from date of signature hereof to date of Registration of Transfer of the Real Right of Extension into the name of the Purchaser.
- 10.1.7 Except for exclusive use areas, or the area apportioned to an owner in terms of Section 27A of Act, or areas intended for the use by other section holders, the Purchaser may use and enjoy the Common Property, but shall do so in such a manner so as not to interfere with the use and enjoyment thereof by other section holders or other persons lawfully upon the Property. The Purchaser shall ensure that his family, guests and visitors comply with the provisions of this Clause.
- 10.1.8 As soon as the Purchaser exercises the Real Right of Extension by erecting a Unit on the specified Portion of the Common Property sold in terms of this Agreement, the Purchaser may not use his Unit or permit it to be used in such a manner or for such purposes as shall cause nuisance to any occupier on the Property.

- 10.1.9 As soon as the Purchaser exercises its Real Right of Extension in terms of the Act by the erection of a Unit on the Common Property, Purchaser shall be responsible to obtain all necessary approvals and certificates in respect of the Unit.
- 10.1.10 The Purchaser consents to the registration of any servitude by or imposed by the Local Council and shall sign all documents necessary to give effect to the Purchaser's aforementioned consent.
- 10.1.11 The Purchaser acknowledges that the Building Contractor(s) as appointed by the Seller will construct all Buildings and Units on the Property and the Purchaser shall make use of such Building Contractor(s).
- 10.1.12 The Purchaser, except Purchasers of the Corporate Sites, Golf Lodges, Time Share Units (as they are part of the Rental Pool System) and the Clubhouse and Hotel (if applicable), acknowledge that they will have no commercial rights whatsoever in terms of the use of his Unit and shall be obliged to exercise all rentals of his Unit through Klaprops 69 (Proprietary) Limited, at a commission rate of 10 % (Ten Percent).
- 10.1.13 The Purchaser shall not erect/construct, establish or place or alternatively allow to be erected/constructed, established or placed, whether temporarily or permanently, any movable or immovable structure on the Property, or alternatively make alterations or additions to a Unit.
- 10.1.14 Any Purchaser who acquires Cession of the Portion of the Real Right of Extension hereby sold and who thereafter wishes to dispose of such Cession shall to the extent that the Purchaser requires the services of an Estate Agent, do so through an Estate Agent as indicated and/or appointed by the Seller.

11. UNDERTAKINGS AND WARRANTIES

The Seller undertakes and warrants that all reasonable steps shall be taken to see that:

- 11.1 The Clubhouse be completed.

- 11.2 The Purchaser receives 2 (Two) Memberships awarding playing rights to the Elements Private Golf Reserve Golf Club in respect of a 4 (Four) bedroom lodge and 1 (One) Membership awarding playing rights to the Elements Private Golf Reserve in respect of a 2 (Two) bedroom lodge. Notwithstanding the aforesaid, the rights and obligations attached to such Memberships shall be determined in accordance with the Rules and Regulations of Elements Private Golf Reserve Golf Club, to which the Purchaser shall be bound to at all times.
- 11.3 The Purchaser and his family and / or visitor's will have access to all the available facilities, including the Golf Course, Tennis Courts, Swimming pool, Restaurant, Bar and other activities, when available and completed, to be offered through the Estate Information Centre and in accordance with the Rules regarding the use and enjoyment of the facilities at a fee as determined, if any.
- 11.4 Approximately 310 (Three Hundred and Ten) Units will be registered on the 495 hectares, inclusive of a Clubhouse, Gate House and Information Centre (forming part of the Clubhouse).
- 11.5 Sufficient game will be resident on Elements Private Golf Reserve.
- 11.6 Indigenous trees will be planted and dams will be built and enlarged (if approved by relevant Authorities) to attract and support wildlife.
- 11.7 Ample gravel roads in good condition will be provided and set up to ensure maximum privacy. Access roads will be provided within approximately 100 (One Hundred) meters of each Portion.
- 11.8 Sufficient firebreaks will be set up to ensure maximum fire safety.
- 11.9 Electrical and water points will be provided within approximately 100 (One Hundred) meters of the Portions. All services shall be provided to each purchaser within 3 (Three) months after Registration of Transfer of the Portion of the Real Right of Extension into the name of the Purchaser, or on completion of the Purchaser's Section, whichever occurs later.

12. UNITS REGISTERED INTO THE NAME OF THE DEVELOPER OR ITS NOMINEE

The Clubhouse and Hotel (if applicable) will be registered as Units into the name of the Seller or its Nominee.

13. PHASE DEVELOPMENT

13.1 It is being recorded that the Seller, with application to open the Sectional Title Register of the Scheme, reserved a right in terms of Section 25 of the Act to develop the Scheme in phases and register further Extensions in terms of the Act.

13.2 The Purchaser acknowledges that a Portion of the Seller's right to develop the Scheme in phases will be ceded to him and that he shall have the right to complete the proposed development, as indicated on the Plans, within a period of 10 (Ten) years from date of opening of the Sectional Title Register and registration of the Certificate of the Real Right of Extension, being 29 June 2004.

14. DOMICILIUM CITANDI ET EXECUTANDI

14.1 All notices intended for either party to this Agreement shall be sent by registered post or faxed or sent via electronic mail or delivered by hand. The Parties choose as their respective *domicilia citandi et executandi* for all purposes of this Agreement, the addresses as noted on the first page of the Offer to Purchase.

14.2 A party may change its *domicilium* address to any address in the Republic of South Africa, not being a post office box or *post restante*, for the purpose of this Agreement, by notice in writing to the other party 14 (Fourteen) days prior to changing such address.

14.3 Written notice shall be deemed to have been duly received:

14.3.1 By hand – immediately on delivery; or

14.3.2 By fax – on printing of a successful fax transmission report; or

14.3.3 By registered mail – 7(Seven) days after date of sending; or

14.3.4 By electronic mail – upon confirmation of retrieval of message.

15. COMPANIES / CLOSED CORPORATIONS / TRUSTS

- 15.1 In the event of the Purchaser entering into this Agreement as Trustee, Member, or Director of a Company / Close Corporation / Trust to be formed, the Purchaser hereby binds himself as surety and co-principal debtor for the due fulfilment by such Company / Close Corporation / Trust of its obligations in terms hereof. He hereby renounces the benefits of *beneficium ordinis seu excussionis et divisionis* and *de duobus vel pluribus reis debendi*, with the nature, force and effect of which he acknowledges himself to be fully acquainted.
- 15.2 The Purchaser shall be obliged to register the Company / Close Corporation / Trust and obtain a Certificate to Commence Business and all required registered documentation in respect of such Company / Close Corporation / Trust within 30 (Thirty) days from date of signature of this Agreement by the Purchaser and subsequently ratify this Agreement within 7 (Seven) days after date of such Certificate and documentation as referred to above has been issued, failing which it shall be deemed to have been entered into between Seller and Purchaser in his personal capacity and all the terms and conditions of this Agreement shall *mutatis mutandis* be applicable to the Purchaser personally.
- 15.3 If the Purchaser is a Company/Close Corporation/Trust or any other corporate entity, the undersigned guarantees and warrants his authorisation to act on behalf of such Company/Close Corporation/Trust or corporate entity. The undersigned hereby binds himself as surety and co-principle debtor for the due fulfilment of the Purchaser's obligations in terms hereof. He hereby renounces the benefits of *beneficium ordinis seu excussionis et divisionis* and *de duobus vel pluribus reis debendi*, with the nature, force and effect of which he acknowledges himself to be fully acquainted.

16. BREACH

Should the Purchaser fail to comply with any provision in this Agreement and/or commit any breach of the Terms and Conditions of this Agreement, the Seller shall send a letter of demand to the Purchaser demanding compliance with such provision and/or rectification of such breach and should the Purchaser after a period of **7 (Seven)** days of date of receipt of

such written notice, remain in default, the Seller shall be entitled, without prejudice of any other rights or remedies it may have in terms of this Agreement and in Law, to:

- 16.1 Cancel this Agreement without further notice in which event the Purchaser shall automatically forfeit and the Seller shall be entitled by way of *rouwkoop* and/or a genuine pre-estimate of damages for breach of Agreement, to retain all monies paid by the Purchaser in terms of this Agreement, together with all interest accrued thereon; or
- 16.2 To cancel this Agreement without further notice and to claim damages, if any, in lieu of such forfeiture, in which event the Seller shall be entitled to retain any monies paid by the Purchaser pending the determination of the amount of the damages by Agreement, by order of Court, or otherwise; or
- 16.3 To claim immediate payment of the Purchase Price or the balance of the Purchase Price as the case may be, together with all interest and other monies which may be outstanding, all of which shall immediately become due and payable; or
- 16.4 Should the Purchaser dispute the right of the Seller to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by it in terms of this Agreement on the due dates thereof, and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation or any other right of the Seller.
- 16.5 The Seller may at any time, without prejudice to any other rights or remedies which it may have at law, terminate this Agreement forthwith, if the Estate of the Purchaser is at any time provisionally or finally sequestrated or, if the Purchaser is a juristic person and such juristic person is at any time wound up or liquidated or placed under judicial management, whether final or provisional.

17. EXTENT OF AGREEMENT

- 17.1 It is hereby agreed that this Agreement constitutes the whole and entire Agreement between the Parties.

- 17.2 The Purchaser further acknowledges that no warranties or representations of whatsoever nature made by or on behalf of the Seller have been made except as are recorded in this Agreement.
- 17.3 No variation, addition, amendment or cancellation of this Agreement or of this clause shall be of any force or effect unless reduced to writing and signed by both Parties or their authorised representative.
- 17.4 No extension of time, allowances or concessions allowed and no temporary variation of the terms of this Agreement for any Party will be regarded as a waiver of his/her rights hereunder. The Seller may furthermore at any time and without prior notice expect the Purchaser to strictly and timeously comply with each and every term and condition.
- 17.5 The Purchaser by his signature hereto acknowledges that he has read the Agreement and Annexures thereto and is satisfied with the contents thereof.
- 17.6 Should any term or condition contained in the Agreement or become illegal or unenforceable then such offending term or condition shall be severed and the remaining terms and conditions shall remain binding on the Parties.
- 17.7 Insofar as there is more than one Purchaser in terms of this Agreement, the liability of each of the Purchasers shall be jointly and severally and *in solidum*.

18. **INDEMINITY**

The Purchaser waives all claims against the Seller and indemnifies the Seller against any claim for loss, damage or injury caused to the Purchaser's person or property or that of his family, tenants, nominees, invitees or any other person enjoying occupation of the Property through him whether or not such harm or injury is caused on the Property and irrespective of the cause of such loss. In particular the Purchaser acknowledges the presence of wildlife on the Property and that his use and enjoyment of the Property is potentially hazardous.

19. SPECIAL CONDITIONS WITH RESPECT TO THE GOLF LODGES

- 19.1 The Purchaser acknowledges that it shall enter into a Building Agreement with the Building Contractor and/or Project Manager appointed by the Seller for the construction of the Golf Lodges, simultaneously with entering into this Agreement.
- 19.2 Should the Purchaser elect to apply for a loan at a Bank and/or Financial Institution in order to finance the construction (building) of the Golf Lodge, all the terms and conditions contained in this Agreement with regard to *inter alia* the application, approval, furnishing of guarantees, stipulated time periods and rights and remedies of the Seller, in respect of a loan for the balance of the Purchase Price for the Real Right of Extension, shall *mutatis mutandis* be applicable in respect of such loan for the construction of the Golf Lodge and the Purchaser shall be bound thereto.
- 19.3 Should the Purchaser fail to obtain such loan in accordance with the provisions of this Agreement, the Seller shall have the right to in its sole discretion, notwithstanding anything to the contrary and any other rights and remedies the Seller may have in terms of this Agreement or in Law, to cancel this Agreement and the Purchaser shall have no claim whatsoever against the Seller.
- 19.4 Should there be any dispute between the terms and conditions contained in this Agreement and any other Agreement of whatsoever nature entered into and applicable to this transaction, the terms and conditions in this Agreement shall take precedence over any such other terms.
- 19.5 The Purchaser acknowledges and agrees that it is obligated to participate and take part in the Rental Pool System to be implemented and operated by the owner and operator of the Clubhouse and/or Hotel (if applicable) or its appointed nominee.
- 19.6 The Purchaser hereby indemnifies and keep indemnified the Seller against all loss, damage, cost, injury or claim which may arise from or as a result of the Project Management Agreement entered by and between the Project Manager and the Purchaser and the Building Agreement entered by and between the Building Contractor and the Purchaser.

20. **SPECIAL CONDITIONS**

SIGNED AT _____ on this _____ day of _____ 2007.

AS WITNESSES:

- 1. _____
- 2. _____

Purchaser(s)
(Duly authorised thereto)

SIGNED AT _____ on this _____ day of _____ 2007.

AS WITNESSES:

- 1. _____
- 2. _____

Seller
(Duly authorised thereto)