



## AGREEMENT OF SALE

ENTERED INTO BY AND BETWEEN

LIKWETI HOLDINGS PROPRIETARY LIMITED  
REGISTRATION NUMBER 2007/033417/07

Herein represented by N J VAN ZYL / N ELLIOT / L A VISAGIE in my capacity as  
director duly authorized thereto by a Resolution  
(the SELLER)

AND

Full Names: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Marital Status: \_\_\_\_\_

(if married in community of property, supply the following information)

Spouses full names: \_\_\_\_\_

Identity Number : \_\_\_\_\_

(in the event of a legal person, Company, Close Corporation or Trust)

Full name of institution: \_\_\_\_\_

Herein represented by: \_\_\_\_\_

In his/her capacity as: \_\_\_\_\_

(the PURCHASER)

WHEREAS:

- (a) The SELLER is desirous to sell the property to the PURCHASER, who is desirous to purchase same from the SELLER, and
- (b) The parties have reached agreement regarding the sale of the property and they wish to regulate the agreement in writing.
- (c) The sale of the property is subject to the Architectural Guidelines, Contractor's Guideline and Rules of Conduct annexed hereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

As a result of the South African Revenue Services doing risk analysis on both the transferor and the transferee on all property transactions both the SELLER and the PURCHASER warrant to each other and the agent that all tax issues (whether personal or otherwise) including but not limited to tax returns and tax payments are current and up to date. The defaulting party will be liable for all costs incurred and damages suffered by the aggrieved party as a result of a breach of this warranty. The aggrieved party shall also be entitled to place the defaulting party on terms and thereafter cancel this agreement should this warranty be breached. These remedies are in addition to all rights which the parties have in terms of this agreement or in Law.

A. DEFINITIONS

1. DESCRIPTION AND INTERPRETATIONS

In this Agreement the following words shall bear the meanings as ascribed to them hereunder, unless the context in which they are used clearly indicates otherwise:

1.1 "SELLER"

LIKWETI HOLDINGS PROPRIETARY LIMITED (Pty) Ltd

1.2 "SELLER'S Domicillium"

20 Russel Street, Nelspruit

1.3 "PURCHASER"

The person(s) or institution referred to as PURCHASER in the recital of this Agreement.

1.4 PURCHASER'S Domicilium"

Address: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

1.5 "Property"

Portion \_\_\_\_\_ a portion of portion \_\_\_\_\_ of the Farm Vergenoeg no 570, Registration Division J.U. Province of Mpumalanga.

Measuring \_\_\_\_\_ square metres being unimproved land as indicated on the terrain plan attached hereto as Annexure A, within Likweti Bushveld Farm Estate as shown on Annexure B.

1.6 "Purchase Price"

R \_\_\_\_\_ ( \_\_\_\_\_

\_\_\_\_\_ )  
 The SELLER declares that he is a vendor within the meaning of the VAT Act and the sale consequently attracts the payment of VAT. It is accordingly agreed that the purchase price include VAT;

1.7 “Deposit”

A Deposit in the amount of 10% (ten percent) of the purchase price is payable within 7 ( seven ) days of acceptance of this offer. Such deposit is payable to the conveyancers ( as per clause 1.13 ) and will be invested as contemplated in Clause 2.2. The deposit will be refunded if the PURCHASER is unable to secure finance for the balance of the purchase price.

1.8 “Balance of the Purchase Price”:

The balance of the purchase price less the deposit.

1.9 “Bond amount”

The sum of R \_\_\_\_\_ ( \_\_\_\_\_ )

1.10 “Grant of loan”

Refers to the date on which the PURCHASER submits confirmation from an acceptable Finance institution that a loan for the bond amount has been approved in favour of the PURCHASER, notwithstanding the fact that such bondholder may only at a later date, or at the request of the Conveyancers, give instructions for the preparation and registration of a mortgage bond.

1.11 “Occupation”

1.11.1 “Date of occupation”

Date of registration.

1.11.2 “Penalty interest”

1 % (ONE PERCENT) of the purchase price of the property per

month and shall only be payable in the event of the services being completed prior to registration of the property in the PURCHASER'S name and if the PURCHASER delays transfer of the Property into his name.

1.12 "Annexures"

The annexure(s) to this Agreement are 1.Terrain plan 2. Estate plan 3.The Rules of Conduct. 4. Architectural Guidelines. 5. Contractor's guidelines.

1.13 "Conveyancers"

Messrs Du Toit-Smuts & Mathews Phosa Incorporated refer: Mrs Leanda Cilliers ABSA BANK LIMITED, for credit of: DU TOIT-SMUTS & MATHEWS PHOSA INC, Account Number: 405 3085 520, Reference: Likweti (your surname)

1.14 "Estate Agent"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.15 "Effective date"

The date on which the agreement is signed by both parties.

Any reference to the singular shall include the plural, male shall include female and natural person shall include a legal person and vice versa.

B. AGREEMENT OF SALE

The SELLER hereby sells to the PURCHASER who hereby purchases the property referred to in Clause 1.5 above, being an unimproved residential property subject

to the conditions as contained in the relevant Title Deed of the property as well as any applicable Town Planning Scheme and further subject to the following terms and conditions contained in this Agreement. Reference to this agreement shall include all the annexures .

## 2. PURCHASE PRICE OF THE PROPERTY

2.1 The purchase price of the property hereby sold shall be the amount as set out in Clause 1.6 above which amount includes Value Added Tax at 14.0 %. Should the rate of VAT be changed after the date of signing hereof and such change be applicable to this Agreement, the Property Price shall be adjusted accordingly to ensure that the SELLER still retains the same nett amount as he would have done if such change had not occurred.

2.2 The Purchase price is payable as follows:

- a) A Deposit as set out in Clause 1.7 shall be payable by the PURCHASER to the Conveyancer who shall receive the said amount in trust and shall deposit same into an interest bearing account for the benefit of the PURCHASER until registration of transfer of the property into his name.
- b) The balance of the purchase price as provided for in Clause 1.9, is payable against registration of transfer of the property into the name of the PURCHASER. The PURCHASER shall within 30 (THIRTY) days from the effective date or the date the suspensive condition referred to in Clause 7, has been fulfilled, whichever comes last, deliver to the SELLER an acceptable Bank or other guarantee for payment of the balance of the property price against registration of transfer thereof into the name of the PURCHASER.

### 3. EXISTING CONDITIONS OF SALE

The property is sold subject to the terms, conditions and servitudes set forth in the title deed thereof, and also in accordance with the General Plan and Town Planning Scheme applicable to the property. The SELLER is not liable for any shortfall in the event of re-measurement but at the same time renounces any excess.

### 4. REGISTRATION OF TRANSFER

Registration of transfer of the property into the name of the PURCHASER shall be attended to by the Conveyancers as soon as the deposit has been paid, the special conditions have been met and the guarantees have been furnished in respect of the balance of the property price and all costs as referred to in Clause 5 being settled.

### 5. COSTS

Included in the purchase price is the transfer costs, which costs will be borne by the SELLER. The PURCHASER shall be liable for all costs incidental to the registration of any bond in the PURCHASER'S name.

### 6. BEACONS AND BOUNDARIES

The PURCHASER hereby acknowledges that he has acquainted himself with the beacons and boundaries presently existing on the property and the SELLER shall be obliged to indicate the said beacons or boundaries to the PURCHASER.

## C. GENERAL CONDITIONS

### 7. SUSPENSIVE CONDITIONS

- 7.1 It is a special condition of this Agreement that the PURCHASER must within 30 (THIRTY) days after signature of this agreement obtain a loan from one of the approved Financial Institutions of his choice for the bond amount referred to in Clause 1.9 above against security of a mortgage bond over the property hereby sold. The PURCHASER shall be obliged to apply for such financial assistance and undertakes to do all such things, sign all such documents and supply to the said institution all such information as may be required by it for purposes of the application. Written proof of the application as well as any progress made with the processing thereof must, on request, be supplied to the SELLER or his representative.
- 7.2 Should the said loan not be granted to the PURCHASER within the time specified above (or the extended period referred to in 7.5) this agreement shall lapse and no further rights or obligations resulting from this Agreement shall exist between the parties.
- 7.3 The PURCHASER hereby irrevocably appoints the SELLER as his Agent in his place and stead to apply for the loan at a Financial Institution and hereby authorises all actions taken by the SELLER as a result of this mandate.
- 7.4 This special condition shall be regarded as complied with on date of the grant of loan as specified in Clause 1.10, notwithstanding the fact that no loan agreement between the PURCHASER and the Financial Institution has been signed and notwithstanding any conditions which the Financial Institution may have imposed for the granting of such loan application.
- 7.5 The SELLER shall have the right to extend the 30 (THIRTY) day period referred to in 7.1 above for a further 30 (THIRTY) day period provided that he gives the PURCHASER a written notice thereof before expiry of the first 30 (THIRTY) day period.



## 8. POSSESSION AND OCCUPATION

8.1 Possession and occupation shall be given to the PURCHASER on date of registration. If the PURCHASER unreasonably or intentionally delays transfer, the PURCHASER will be notified in writing of his failure and 3 (THREE) days after receipt of such notice, the PURCHASER shall be liable for penalty interest, as provided for in Clause 1.11.2.

8.2 If the date of occupation of the property by the PURCHASER is prior to the date on which the full property price is paid to the SELLER, the PURCHASER shall be obliged to maintain the property to the satisfaction of the SELLER until date of final payment and the PURCHASER shall not be entitled to alter or improve the property in any way without the prior written consent of the SELLER, or as otherwise provided for in the building agreement.

## 9. REGULATIONS AND BY LAWS

The SELLER shall conform to the provisions of any statute, regulation and by law affecting the property.

## 10. GUARANTEES AND CONDITIONS

The PURCHASER must notify the SELLER in writing within a period of 60 days from occupation of any defects in the property, failing which the PURCHASER shall be deemed to have accepted the property in the condition it was on the date of registration of transfer into the name of the PURCHASER unless the SELLER knew of the defect and failed to bring it to the attention of the PURCHASER. The PURCHASER should take note that, in addition to defects that are visible (patent defects), there may be defects that are not visible (latent defects).

11. MUNICIPAL RATES AND TAXES

As from the date of registration of transfer of the property into the name of the PURCHASER he shall become liable for all municipal rates and taxes as well as for all levies applicable to the property.

12. AGENT'S COMMISSION

12.1 The parties place on record that this Agreement has come about as result of the efforts of the Estate Agent and that agent's commission shall be paid to the estate agent by the SELLER in terms of the provisions of a separate commission agreement entered into between the estate agent and the SELLER.

12.2 The commission is a first charge against the deposit and / or proceeds of the sale of the property and the SELLER by his / her / its signature hereto irrevocably authorizes the payment thereof in terms of this agreement.

12.3 Should the sale be cancelled and transfer not be implemented as a result of the PURCHASER failing to carry out any condition hereof the agent shall be entitled to claim its commission from the PURCHASER, commission is earned on date of transfer subsequent to the fulfilment of any suspensive conditions.

13. BREACH

Should any party intentionally or unreasonably breach any terms of this agreement or fail to make any payment required of him in terms of this Agreement on the due date or to deliver the guarantees stipulated herein before on the delivery dates thereof; or

13.2 fail to fulfil any other obligation resting upon him in terms of the provisions of

this Agreement strictly before or on the date thereof, or commit any other breach of the terms and conditions of this Agreement and remain in such default for a period of 7 (SEVEN) days from the date on which a written notice was sent to him by registered mail or delivered to him by hand or send by fax or e-mail, and in which he is required to fulfil such obligation or remedy such breach, the other party shall be entitled without prejudice to any other right which he may have in terms of this Agreement or in terms of the Common Law claim specific performance and or damages.

13.3 Where the PURCHASER is the defaulting party the SELLER may:

- a) cancel this Agreement with immediate effect and retake possession of the property hereby sold and after the amount of the damages has been established the said amount of damages can be set of against the amount already received ; or
- b) alternatively without cancelling the Agreement the SELLER may claim specific performance of all the terms of this Agreement without prejudice to his rights to claim from the PURCHASER the amount of damages suffered by the SELLER as a result of the breach by the PURCHASER.

13.4 Any notice sent to the defaulting party in terms of the provisions of Clause 13 above, shall be deemed to have been received by that party on the 3<sup>rd</sup> (THIRD) day after the day on which it was sent by prepaid registered post, and if delivered by hand, or sent by fax or e-mail, it shall be deemed to have been received on the date of such delivery.

14. DOMICILIUM

The parties choose as their respective *domicilia citandi et executandi* for all purposes of the Agreement the addresses set out in Clause 1.2 and 1.4 respectively.

15. JURISDICTION

15.1 The parties hereto consent to the jurisdiction of the Magistrate's Court to determine any dispute which may arise between them from the terms and conditions of this Agreement or from the cancellation thereof.

15.2 The party against whom a judgment is given in respect of any action instituted in terms of this agreement hereby consents to and agrees to pay attorney and client costs (including collection commission) in addition to the normal party – and party costs.

16. ENTIRE AGREEMENT

16.1 The PURCHASER agrees that the receipt of this Agreement document by the SELLER or his agent or representative shall constitute acceptance by the SELLER and no further communication between the PURCHASER of such acceptance by the SELLER shall be necessary.

16.2 This document constitutes the entire agreement between the parties and no agreement in conflict with any of the terms and conditions set forth in this document and no amendment, cancellation or waiver of this Agreement or any of the terms thereof, including the provisions of this Clause shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

17. INDULGENCE AND EXTENSION

Any indulgence or extension of time allowed by the one party to the other shall be without prejudice to the party who allows such extension or indulgence and shall in no way constitute a novation of this Agreement or create new rights or be deemed as a waiver of any rights hereunder.

## 18. COMPANY, CC OR TRUST

18.1 Should any person sign this Agreement in his capacity as Trustee for a Company to be formed such signatory hereby binds himself, by his signature hereto as surety and co-principal debtor *in solidum* to the SELLER for the proper and prompt compliance by the Company to be formed with all the terms and conditions of this Agreement and/or the liability resulting from the cancellation hereof and hereby renounces all the legal exceptions available to a surety. Should such Company not be formed within 30 (THIRTY) days after the date of signing hereof or fail to ratify this Agreement within 7 (SEVEN) days after it has been registered the signatory hereby accepts liability in his personal capacity as PURCHASER for the proper and prompt fulfilment of all the terms and conditions hereof.

18.2 If this Agreement is signed by anybody purporting to be acting on behalf of a company, close corporation or trust already in existence the signatory hereby warrants that he is properly and legally authorised to sign this document on behalf of such Company, Close Corporation or Trust, and hereby furthermore binds himself as surety and co-principal debtor *in solidum* with such Company, Close Corporation or Trust to the SELLER for the proper and prompt fulfilment of all terms and conditions of this Agreement and renounces all exceptions normally available to a surety with the meaning and consequences whereof he acknowledges himself to be fully acquainted.

## 19. HOME OWNERS' ASSOCIATION

Upon registration of transfer of the property in the name of the PURCHASER, he will become a member of the LIKWETI ESTATE HOME OWNERS ASSOCIATION, registered as a Non Profit Company under the Companies Act of 2008.

The conditions below will be taken up and registered against the title deed of the property so as to ensure its enforceability as against successors in title.

19.1 SUBJECT TO THE FOLLOWING CONDITIONS IMPOSED BY THE TRANSFEROR, IN HIS CAPACITY AS OWNER OF THE ABOVEMENTIONED PROPERTY AND ENFORCEABLE BY THE LIKWETI ESTATE HOME OWNERS ASSOCIATION, (a Non Profit Company) or their successors title:

- i. The owner of the within mentioned property shall become and remain a member of the Home Owners Association known as THE LIKWETI ESTATE HOME OWNERS ASSOCIATION on registration of transfer.
- ii. The owner of the property or of any subdivision thereof or of any interest therein or of any unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer it without the prior written consent of THE LIKWETI ESTATE HOME OWNERS ASSOCIATION which consent shall not be unreasonably withheld, unless:
  - a) all amounts due by the transferee to the Home Owners Association have been paid to the Association; and
  - b) the transferor is materially in compliance with the provisions of the articles of association of the Home Owners Association.
- iii. The transferee of the property or of any subdivision thereof or of any interest therein or of any unit thereon as defined in the Sectional Titles Act, shall automatically upon registration of the property in his name become a member of THE LIKWETI

ESTATE HOME OWNERS ASSOCIATION and be subject to its constitution and rules until he ceases to be an owner. Neither the property nor any subdivision thereof nor any unit or any interest therein shall be transferred to any subsequent transferee who has not bound himself in writing and otherwise to the satisfaction of THE LIKWETI ESTATE HOME OWNERS ASSOCIATION to become a member of THE LIKWETI ESTATE HOME OWNERS ASSOCIATION.

- iv. The transferee will not be allowed to erect more than one residence and accompanying outbuildings on the property without the prior written consent of THE LIKWETI ESTATE HOME OWNERS ASSOCIATION.
- v. The transferee shall not be entitled to conduct any business whatsoever on the property without the written consent of THE LIKWETI HOME OWNERS ASSOCIATION, which consent shall not be unreasonably withheld.
- vi. No subdivision of the property shall be allowed without the prior written consent of THE LIKWETI HOME OWNERS ASSOCIATION.
- vii. Building plans shall be provided to THE LIKWETI HOME OWNERS ASSOCIATION for written approval before building plans are submitted to the local authority.
- viii. The owner of the property will not be allowed to drill boreholes for geometric storage of energy or water on the property or otherwise extract subterranean water from it without the prior written consent of THE LIKWETI HOME OWNERS ASSOCIATION.

- ix. A 2m wide servitude ,on all four boundaries of the property, for services shall be registered in favour of THE LIKWETI HOME OWNERS ASSOCIATION over the property hereby sold

## 20. SERVICES

- 20.1 The SELLER will be responsible for fencing off the relevant phase and to pave the roads as indicated on the terrain plan. The fencing off of the entire estate will only be completed once the development has been completed.
- 20.2 The property will be provided with an electrical point of 80 Ampere electricity and 3-phase electricity on the boundary of the property.
- 20.3 The property will be provided with a water point on the boundary of the property and 4 000 litres purified water per day will be available for each stand.
- 20.4 The PURCHASER is aware of the fact that a septic sewerage system needs to be installed by the PURCHASER in accordance with the guidelines provided.

## 21. CONSUMER PROTECTION ACT

- 21.1 The SELLER declares that he is selling the Property in the ordinary course of his business, the provisions of the Consumer Protection Act 68 of 2008 apply to the SELLER'S disclosures herein.
- 22.2 The PURCHASER confirms that the full extent of his obligations and rights in terms of the Sales Agreement, and any addendums, if applicable, have been explained to him and that he has been given an opportunity to make



the necessary enquiries in respect of the Property and all material aspects related to this Property and sale and that he understand the effect of this.

SIGNED AT NELSPRUIT ON \_\_\_\_\_ 20\_\_.

WITNESSES:

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

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

SIGNED AT NELSPRUIT ON \_\_\_\_\_ 20\_\_.

WITNESSES:

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

2. \_\_\_\_\_  
\_\_\_\_\_ SPOUSE OF PURCHASER  
(if applicable)

As the PURCHASER has signed this Agreement prior to the SELLER, then by his signature hereto the PURCHASER offers to purchase the Property for the price

and on the terms and conditions and agrees that the offer shall be irrevocable and remain open for acceptance by the SELLER on or before \_\_\_\_\_Hour\_\_\_\_\_ Day\_\_\_\_\_Month\_\_\_\_\_Year\_20\_\_\_\_\_.

If the PURCHASER is a natural person or an entity with a yearly turnover or asset value of less than R2 million at the time of concluding this transaction and the sale agreement is signed as a result of direct marketing to the PURCHASER by the SELLER or his agent, the PURCHASER may cancel this agreement within 5 business days after his offer was accepted. All payments made by the PURCHASER will be returned to the PURCHASER within 15 business days from date of execution of the cooling-off right.

THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSE TO TRANSFER AND/OR BANK LOAN APPLICATION:

PURCHASER

SECOND PURCHASER

Surname.....

Surname.....

Full names .....

Full names.....

I.D. Number .....

I.D. Number .....

Place of Birth.....

Place of Birth.....

Marital status

Married/Unmarried/Divorced/Widowed

Married/Unmarried/Divorced/Widowed

Date of marriage.....

Date of marriage.....

Married in /out of community of property

Married in / out of community of property

Country of marriage.....

Country of marriage.....

Present Address.....

Postal Address.....

Future Postal Address.....

E-mail Address.....

E-mail Address.....

Tel No (W).....

Tel No (W).....

(H).....

(H).....

(Cell).....

(Cell).....

(Fax).....

(Fax).....

Employer.....

Employer.....

Occupation.....

Occupation.....

Income Tax No.....

Income Tax No.....

Bankers.....

Bankers.....

A/C Number.....

A/C Number.....

FICA- (Financial Intelligence Centre Act)

The PURCHASER undertakes to immediately provide the SELLER's conveyancer's, Financial Institutions and Estate Agency with the necessary documentation to comply with the FICA requirements and such other Documentation as may be required to enable the conveyancer to effect registration of transfer or to ensure registration.

The parties hereby give their permission to the transferring attorneys to report to the Estate Agent on the progress of the transaction.

COPY