

MEMORANDUM OF AGREEMENT
MADE AND ENTERED INTO BY AND BETWEEN:
BUFFELSKLOOF DEVELOPMENT HOLDINGS (Proprietary) Limited

Reg. Nr. 2006/025714/07

herein represented by

Leon Alfred Lourens

duly authorised by virtue of a Resolution;

OF

p/a **IVAN PAUW & PARTNERS**

Attorneys, Conveyancers & Notaries

448C Sussex Avenue

Lynnwood

Pretoria

(hereinafter referred to as the **SELLER**)

AND

OF

(hereinafter referred to as the **PURCHASER**)

BE IT HEREBY MADE KNOWN:

The Seller hereby sells to the Purchaser who hereby purchases the following property

* **Stand Name:** _____ in the development known as BUFFELSKLOOF ECO RESERVE on indicated **Portions** of the farms Buffelskloof KT382, Waterval KT385 and Roodewalshoek JT11, Mpumalanga Province.

* Measuring approximately 10 000 m² (1 Ha), indicated on the annexed Diagram Annexure A hereto (hereinafter referred to as the property) on the following terms and conditions:

1.

The purchase price is the sum of R_____

(_____) (VAT included) payable in cash on the date of registration of transfer of the property into the name of the Purchaser, which payment shall be secured as follows:

1.1. Purchaser shall on date of signing hereof pay a deposit of 10% (Ten Percent) in trust pending registration of transfer to Seller's Attorneys **IVAN PAUW & PARTNERS** of Pretoria, who shall invest the said amount in an interest bearing trust account with a Financial Institution. The full capital amount shall be paid out to the Seller and the interest earned shall be paid out to the Purchaser on the date that the said property is registered in Purchaser's name.

1.1.1. The Purchaser may lodge a non-refundable deposit of R10,000 (Ten Thousand Rand) which will be deemed as part of the deposit in terms of 1.1 above to secure the booking of Erf_____ for two months from date of signature of this agreement.

1.1.2. In the event of the deposit being reimbursed to the Purchaser, for whatever reason, the Purchaser, by his signature to this offer, agrees to pay an administrative fee of R1 500.00 (One Thousand Five Hundred Rand). The aforementioned attorneys are hereby authorised to subtract this amount from the deposit.

1.2. Purchaser shall furnish Seller within 30 (thirty) days as from date of the approval of the hereinafter mentioned loan on demand, with a guarantee or guarantees by a financial institution,

approved by the Seller, for the balance of the purchase price, payable free of exchange at Lynnwood, Pretoria, on the date of registration of transfer of the property in the name of the Purchaser.

2.

Occupation (*vacua possessio*) of the property shall be given by the Seller to the Purchaser and taken by the Purchaser on date of registration of the property into his name, from which date the risk of profit and loss shall pass to the Purchaser and from which date the Purchaser shall be liable for payment of all rates, taxes, levies and charges payable in respect of the property.

3.

3.1. The property is sold *voetstoots* as it stands and the Purchaser acknowledges that he has inspected it and is aware of its condition. No guarantee or warranty, express or implied has been given whatsoever relating to the property and the sale is subject to the conditions imposed by the relevant Authorities for the subdivision. If upon a re-survey the area of the stand is found not to correspond with that set out in this contract, the Seller shall not be liable for any deficit or claim compensation for any surplus. This sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, to all limitations of use laid down by statutory authority and to all conditions of any applicable town planning scheme. Purchaser shall be obliged to comply at Purchaser's own cost strictly and punctually with all acts, ordinances, regulations, laws and by-laws and other enactments which may apply to the property or may hereinafter be made applicable.

Purchaser acknowledges that he is fully acquainted with the aforesaid conditions, servitudes, limitations, acts, ordinances, regulations, laws, by-laws and other enactments.

3.2. The Seller shall not be liable to indicate the boundaries of the property, nor liable for any damage resulting from an incorrect indication.

3.3. Purchaser acknowledges that he is aware that the sale of the property will be subject to any servitudes and conditions contained in the conditions of the establishment of the said development and as shown on the approved general plan S.G. No. 2240/2006.

4.

4.1 The Purchaser shall be liable and on demand pay:-

4.1.1. The cost and transfer fee of the Attorney attending to the transfer of the property into the Purchaser's name;

4.1.2. The bond costs and the Attorneys fee attending to the registration of the bond if the Purchaser must register a bond to finance the transaction;

4.2. The Purchaser shall be liable and on demand pay:

4.2.1 The inspection fees, valuation fees and revenue stamps on securities of the Bank/Financial Institution if the Purchaser must register a bond to finance the transaction.

5.

No indulgence which the Seller, or anyone acting on the Seller's behalf, may show the Purchaser and more particularly no leniency or extension of time granted by the Seller or anyone on the Seller's behalf, expressly or impliedly, for payment by the Purchaser of any amount under this agreement or for the performance by him of any other obligation in terms of this Agreement, shall in any way prejudice the Seller's rights under this agreement or be construed as a novation or waiver of the Seller's rights. No alterations or additions to this agreement shall be of any force and effect whatsoever unless the same be endorsed hereon and signed by all the parties hereto.

6.

It is recorded that this Agreement constitutes the entire contract between the parties and the Seller, or any one seemingly acting on Seller's behalf, save insofar as herein contained, did not make any prior statements or representations, nor gave any guarantees or warranties, either verbally or in writing, or said or suggested anything, or failed to speak, which influenced Purchaser or induced Purchaser to enter into this Agreement, and that this Agreement was entered into by Purchaser out of his own free will after having satisfied himself fully of the implications of this Agreement and of any circumstances or matters that may be relevant.

7.

The Purchaser shall upon demand by the Seller's Attorneys, sign all the transfer and bond documents (if applicable) in connection with the transfer of the property into his name. Transfer of the property into the name of the Purchaser shall be attended to by the Seller's Conveyancers,

IVAN PAUW & PARTNERS, Pretoria.

8.

8.1. If the Purchaser fails to comply punctually with any of his obligations applicable till date of transfer in terms of this agreement, the Seller shall be entitled after notice as set out hereunder, to claim specific performance from the Purchaser, or in the alternative, cancel the agreement by giving the Purchaser written notice thereof, which cancellation shall be effective from the date of which it is posted and immediately repossess the property and evict Purchaser or any person occupying the property through the Purchaser.

8.2. In the event of cancellation as result of the Purchaser's breach of the terms of the contract, Purchaser shall forfeit to Seller all moneys paid in terms of this agreement, including any amount paid to the transferring Attorneys or other instance in trust, or invested as security for the purchase price, as roukoop or liquidated damages without prejudice to his rights to claim further damages.

8.3. Alternatively, the Seller shall be entitled to claim damage from Purchaser instead of the abovementioned liquidated damages.

8.4. The Seller's claim for specific performance shall not prejudice his claim against Purchaser for damages.

8.5. The Seller shall not be entitled to exercise his rights in terms of the aforementioned clauses, unless ten (10) days have lapsed after posting of a written notice by Seller to the Purchaser to remedy such breach, and Purchaser remained in default.

9.

The Seller shall be liable for payment of agents commission and the Purchaser warrants that no other agency as introduced Purchaser to the property or to the Seller and the Purchaser hereby indemnifies the Seller against payment of any agents commission to any other person or party.

10.

The parties hereto choose the addresses mentioned on Page 1 hereof as their respective domicilium citandi et executandi and also their addresses where they shall receive notices in terms of this agreement.

11.

This Agreement is subject to Purchaser obtaining in principle a loan of at least

* R _____ at a Bank or other financial institution within 14 (FOURTEEN) days from signature hereof by the Seller. If the said loan is not granted within the said period, either the Seller or the Purchaser shall be entitled, but not obliged, to cancel this agreement and give written notice to the other party to this effect. The Purchaser will be obliged to also apply through the Seller for the above loan to any other bank or financial institution on which the Seller may decide and will on request sign any documentation and provide any information required in this regard.

12.

The Purchaser undertakes to and will be liable to erect a dwelling on the property within 3 (TREE) years of date of transfer into his name failing which the Seller will be entitled, but not obliged to claim that the property is transferred to the Seller at the cost of the Purchaser against payment by the Seller of the original purchase price. This condition is for the benefit of the Seller and shall be enforceable by the Seller. For this purpose the Seller shall register a condition against the Title Deed on registration of transfer to the effect that the Purchaser shall not within the said period sell or transfer the property without the Seller's written consent.

13.

13.1. In the event of the Purchaser entering into this agreement as Trustee for a Company, Close Corporation or Trust to be formed, the Purchaser hereby binds himself as surety and co-principal debtor for the due fulfilment by such Company, Close Corporation or 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.

13.2. Purchaser shall be obliged to register the Company and obtain a Certificate to Commence Business within 21 (twenty one) days as from date of signature of this Agreement by the Purchaser, failing which it shall be deemed to have been entered into between Seller and

* _____ in his/her personal capacity as Purchaser and all the terms and conditions of this Agreement shall mutatis mutandis be applicable to the Purchaser personally.

13.3. Should the Company be registered and a Certificate to Commence Business obtained within the aforementioned period but the Company fails or refuses to ratify this Agreement within 7 (seven) days after date of such Certificate to Commence Business has been issued, this Agreement shall be deemed to have been entered into between the Seller and

* _____ in his/her personal capacity as Purchaser and all the terms and conditions of this Agreement shall mutatis mutandis be applicable to him in his personal capacity.

The terms of this clause do in no way derogate from the Purchaser's obligation to fulfil any of his obligations in terms of this Agreement within the time limits set in this agreement.

14.

If the Purchaser is a Company/Close Corporation/Trust or any other corporate entity, the undersigned guarantees his authorisation to act on behalf of such Company/Close Corporation / Trust or corporate entity. The undersigned hereby binds himself as surety and co-principal debtor for the due fulfilment of the corporate entity 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

If the Purchaser signs this agreement as a nominee for any other person or corporate entity, the Purchaser undertakes to deliver such written nomination to the Seller within 48 (forty eight) hours after signing of this agreement by the Purchaser, together with a written acceptance by the nominee failing which, this Agreement shall be deemed to have been entered into between the Seller and the Purchaser in his personal capacity. In any event the Purchaser hereby binds himself as surety and co-principal debtor for the due fulfilment by such other person or corporate entity 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.

16.

16.1. The Purchaser acknowledges that it is aware that it is the Seller's aim to achieve a high standard of development within the game farm development. The Purchaser acknowledges that the Seller will establish a Home Owners' Association, whose members will be all the owners/registered owners of property in the development and accordingly, the provisions of the Memorandum and Articles of Association and the rules of the Home Owners' Association shall pertain to the Property, and the purchasers thereof.

16.2. The objectives of the Home Owners' Association are contained in the Memorandum and Articles of that Company. In order to enable the Home Owners' Association to fulfil the functions for which it will be established, the Purchaser hereby acknowledges that by signature of this Deed of Sale, he/she shall be deemed to have applied for membership of the Home Owners' Association, in which temporary membership will be granted to the Purchaser on acceptance of this agreement by the Seller. Permanent membership will be granted automatically on registration of transfer into the name of the Purchaser. Only permanent members shall have the right to vote at meetings of the Association. The Purchaser acknowledges that he/it will be obliged to honour the Rules of the said Association as resolved from time to time, and specifically agrees that, after the Purchaser has entered into a binding agreement of sale with the Seller, all rights and obligations pertaining to both Seller and Purchaser in respect of the Home Owners' Association shall pertain to the parties, and the Purchaser shall be deemed to be a member of the Association for these purposes, notwithstanding the fact that transfer has not yet been taken by him/her.

16.3. The Purchaser acknowledges that the development will be developed as an eco reserve development with access control. The development will include game fencing, controlled access gates for entrance and exit and other security controls in order to establish a safe environment for the residents. Such measures will however be put in place before any dwelling is completed for occupation.

16.3.1. A servitude of Right of Way in favour of the Home Owners' Association and/or relevant Authorities will be registered over each Stand. The Purchaser herein irrevocably appoints the Seller as his Agent for the purposes of establishing the security system and registering the servitudes previously mentioned.

16.3.2. All boreholes on stands or the remaining extent of the farm will only be for the benefit of the Home Owners' Association and the necessary servitudes will be registered if necessary. The Purchaser and other owners will not be entitled to sink any boreholes or dig any wells or holes for water or any other reason.

16.4. The Purchaser hereby agrees as follows:

16.4.1. to abide by the Memorandum and Articles and adhere to any rules or by laws made by the Home Owners' Association, from time to time.

16.4.2. to pay the amounts levied by the Home Owners' Association in terms of the Memorandum and Articles, from time to time, in respect of security and maintenance costs. The levy shall become payable on a date determined by the Home Owners' Association, which shall not be earlier than the date of transfer of the property.

16.4.3. The levy payable to the Home Owners' Association will be used towards the cost of maintenance and management of the security, roads and other general services, the management of the farm and the game thereon and all costs provided for in the Memorandum and Articles of Association and the rules of the Home Owners' Association. In addition each owner is liable for rates, taxes and other levies on his property as well as for the usage of water, electricity and refuse removal and the maintenance of his property and the improvements thereon.

16.5. The Purchaser hereby agrees to the registration of Conditions, similar to the following condition, against the title deed of the Property, namely:

16.5.1. Any owner of a Stand, or any other interest therein, shall become and shall remain a member of the Home Owners' Association and be bound by its Resolutions in terms of its powers as set out in the Memorandum and Articles of Association until such time as he/she ceases to be an owner as aforesaid. No Stand, or interest therein, or any unit thereon, shall be transferred to any person who has not committed himself/herself to become a member of the Home Owners' Association, and who has irrevocably agreed in writing to abide by the Memorandum and Articles and rules of such Association.

16.5.2. The owner of the Stand, or any interest therein, shall not be entitled to transfer the Stand or any interest therein, or unit thereon, without a Clearance Certificate from the Home Owners' Association that all monies owing to the Association have been paid, and that at date of transfer the transferor is not in breach of any of the rules of the Association or any of the terms and conditions of this Agreement.

16.6. It is recorded that prior to the Purchaser being granted permanent membership of the Home Owners' Association, the Seller will be entitled and obliged to exercise all the rights and duties conferred upon the Trustees of the Home Owners' Association. The Purchaser therefore acknowledges to be fully acquainted with the duties imposed in terms of the Memorandum and Articles of Association of the Home Owners' Association and in particular, the powers of the Trustees to approve designs of any buildings to be erected on the property and to attend to Approval of building plans.

16.6.1 It is specifically recorded that notwithstanding the Purchaser being granted membership of the Home Owners' Association upon transfer of the Property in his/its name, and therefore subject to the duties imposed on members, no building, walling, fencing, exterior lighting or signs may be erected or altered on the Property without the written consent of the Home Owners' Association, first being had and obtained.

16.7. The Purchaser –

16.7.1. hereby irrevocably authorises the Seller to do all such things as may be necessary to enrol him as a member of the Association with effect from transfer; and

16.7.2. shall remain as a member until he ceases to be the owner of the property.

16.8. It is specifically agreed that the Seller shall not pay levies in respect of unsold stands, nor shall private park space, the existing Farmyard or roads be levied. Levies are determined by dividing the budget of the Home Owners' Association by the number of sold stands.

17.

If there is more than one purchaser, all purchasers will jointly and severally in solidum be liable for due fulfilment of the Purchaser's liabilities and duties in terms hereof.

18.

The Purchaser acknowledges that he has been made aware of the following:

18.1. Approval was granted in terms of the Development Facilitation Act (DFA) subject to certain conditions of establishment for the development of an eco-reserve with 150 residential stands and 2 stands with rights for a clubhouse and employees housing respectively, thus a total of 150 stands can be sold by the Seller.

The positioning of these stands are indicated on the attached Diagram Annexure "A".

18.2. Water, electricity and sewerage services will be made available by the Seller on the boundary of each stand. The purchaser acknowledges that the Buffelskloof Reserve shall be developed in 8 phases.

18.3. Roads will be ordinary dirt roads and will be maintained in a serviceable condition. Roads giving access to stands will be of such nature that it can be driven upon by any ordinary motor vehicle. Other roads on the general areas of the property will be fit for 4 x 4 vehicles.

18.4. The Purchaser will, within the rules of the Home Owners Association, be entitled to access over the remaining extent of the farm and traversing rights there over for the purpose of game viewing and enjoyment of the nature. After sale of the first 90 stands or before, if so decided by the Seller, the Seller will transfer the remaining extent of the farm to the Home Owners' Association excluding the stands that have not been sold.

18.5. The game on the farm will remain the property of the Seller and will be managed for the benefit of the Home Owners' Association. The Seller will be entitled to apply acceptable principles of game management which might include reducing the numbers of certain species on condition that other species will then be brought in to similar value.

18.6. The maintenance of the services and the remaining extent of the farm becomes the obligation of the Home Owners' Association after installation of the services and take over thereof by the Home Owners' Association.

THIS DONE AND SIGNED AT _____ ON _____.
AS WITNESSES:

1.

2.

PURCHASER

THIS DONE AND SIGNED AT _____ ON _____.
AS WITNESSES:

1.

2.

SELLER

PURCHASER

Full names: (Mr./Mrs/Miss)

Identity Number:

Full names of spouse:

Identity Number:

Marital status:

(In community of property/Out of community of property/Foreign Country)

Date of marriage:

Place of marriage:

Residential address:

Postal address:

Phone number: (W) (H) .

Cell number: .

Fax number: E-Mail:

Place of business or work:

Specify at which Bank application will be made for loan:

AGENT:

TRANSFERRING ATTORNEYS: IVAN PAUW & PARTNERS, PRETORIA

a) FICA DOCUMENTS REQUIRED INDIVIDUAL:

1. Copy of identity document;
2. Copy of SARS document reflecting proof of income tax registration number;
3. Copy of documentation reflecting residential address.

b) FICA DOCUMENTS REQUIRED COMPANY

1. Copy of Company's documents (CM29, Memorandum and Articles of Association)
2. Proof of Company's VAT registration number;
3. Proof of Company's income tax number;
4. All shareholders with more than 25% shares and all directors must provide documents mentioned in a).

c) FICA DOCUMENTS REQUIRED CLOSE CORPORATION

1. Copy of Corporation's documents (CK1 and CK2)
2. Proof of Corporation's VAT registration number;
3. Proof of Corporation's tax number;
4. All members with more than 25% membership must provide documents mentioned in a)