

STAND NO



This document must be signed by both the Seller, the Purchaser and the agent (if applicable) and forms part of the written sale agreement.

a) SELLER

Name & Surname:

ID number:

Contact number:

E-mail address:

b) PURCHASER

Name & Surname:

ID number:

Contact number:

E-mail address:

Postal address:

Name of Company/CC/Trust
(where applicable)

Registration number of
Company/CC/Trust

Contact person:

Contact person telephone:

c) ESTATE AGENT

Name & Surname:

ID number:

Contact number:

E-mail address:

Agency:

Agency Registration number:

Fidelity Fund number:
(copy of certificate to be attached)

Sale Price (excl. commission)
R_____

1. **Homeowners Association NPC Membership:**

By virtue of the purchase of the property/stand, the Purchaser, upon transfer, becomes a member of the Beau Rivage Homeowners Association NPC, subject to the conditions set out in the Associations' Memorandum of Incorporation and as Purchaser undertakes that all persons deriving access and use of the or any part thereof through the Purchaser will comply with all the rules and obligations imposed upon members by the Memorandum of Incorporation. If there is any conflict with what is set out in the sale agreement and what is contained in the Memorandum of Incorporation, the latter shall prevail, and the Purchaser shall have no claim against the Seller arising out of such a conflict.

2. **Levies and other charges:**

2.1 The Purchaser accepts liability with effect from the date of transfer for payment of any levy and/or special levy and in such proportions and in such instalments as the Directors may resolve.

2.2 The Directors may call upon members to make special contributions in respect of emergency and out-of-budget expenses of a capital nature, which have not been included in any estimates made in terms of the budget or to fund projects which cannot be funded from reserves.

2.3 The Purchaser agrees that he shall have no right to reclaim from the Association any amount paid to the Association by way of the Estate levy, penalty levy, special levy or contribution to the levy stabilization fund. A member shall not be entitled to withhold payment for any reason whatsoever of any levy or special levy due by him to the Association.

2.4 Interest shall be payable on arrear levies and special levies at such rate as may be determined by the Directors from time to time.

3. **Levy stabilization fund:**

Upon the subsequent transfer of any freehold residential erf from the first or subsequent owner (not applicable to stands sold by Developer) thereafter the proposed transferee will be obliged to pay R10 000.00 (Ten Thousand Rand), or such amount and in such instalments as the Directors may resolve upon their discretion, to the Company or the Estate D'Afrique Master Owners Association NPC for the purpose of establishing and maintaining a levy stabilization fund.

4. **Building period:**

4.1 The Directors may within their sole and absolute discretion from time to time impose the contribution of additional levies upon members who have not commenced building a residential dwelling on their freehold residential erven as per the Memorandum of Incorporation and Company's rules within a period of 12 (twelve) months from date of transfer from the developer and completed the residential dwelling as per the Memorandum of Incorporation and Company's rules within 18 (eighteen) months of building activities commencing.

4.2 Members in breach of this provision shall be liable to contribute monthly, from date of non-compliance until date of the full compliance, an additional monthly levy equivalent to the monthly levy payable by the member to the Company determined in terms of paragraph 7 of the Memorandum of Incorporation for the first year following non-compliance, three times an additional monthly levy equivalent to the monthly levy payable by the member to the Company determined in terms of paragraph 7 of the Memorandum of Incorporation in the second year and subsequent years following non-compliance until building commences and is completed as per the Memorandum of Incorporation and rules of the Company.

5. **Architectural, landscape controls and improvements to property:**

In order to maintain the Provencal character and ensure harmonious development within the Estate, all Purchasers of erven within the Estate shall be required to adhere to the Architectural and Landscape controls, Building Regulations, Town Planning Controls and Environmental Management Plan.

6. **Rules:**

6.1 In terms of the Memorandum of Incorporation the Board of Directors of the Association is empowered to take binding decisions and adopt rules that are binding on its members to see to the good governance, orderly administration and securing that sustainability of each member's investment.

6.2 Living on the Estate means being part of a community of people who share a secure and high-quality lifestyle. The Village Rules provide the protection of a secure and high-quality lifestyle through and acceptable code by which residents on the Estate may live together.

6.3 By taking transfer of a property at Estate D'Afrique, each owner agrees to be bound by the rules and the governance of the Board of Directors of the Association.

7. **Security:**

7.1 Access to and egress from the Estate is controlled. All residents, visitors, guests, occupants, resident employees and contractors are always required to adhere to all the security and access control protocols and procedures. No person other than the residents may enter the Estate without having prior authorisation and security clearance.

7.2 Access cards will be issued to new owners only once transfer of the property has been confirmed to the Estate office by Du Preez Accountants.

8. **Land Claim Disclosure:**

8.1 The Seller hereby notifies the Purchaser that a land claim has been instituted by the Mekgareng Community and 3 (three) Others in the Land Claims Court of South Africa, held in Randburg, under Case nr: LLC 171/2008, in respect of *inter alia* the Farm Welgegund number 491 J.Q., being the land upon which the Townships of Ville D'Afrique, Port Provence and Beau Rivage have been established and which claim is still pending before the Land Claims Court. The

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claim was published in Government Gazette notice 26778 on 17 September 2004.

- 8.2 In 2005 the Commission for the Restitution of Land Rights consented that the development and sales of properties in the whole Estate D'Afrique as established on portion 4 of the farm Welgegund 491 J.Q., may proceed upon the development commencing.
- 8.3 On 21 February 2005 the Commission for the Restitution of Land Rights confirmed that the properties comprising Estate D'Afrique is not restorable, due to practical and financial reasons. This was discussed with and fully communicated to the Claimants. There is no danger of any property within the townships of Ville D'Afrique, Port Provence and Beau Rivage being expropriated in any land claim.
- 8.4 As far as other properties in the Broederstroom area are concerned, there are two separate reports from reputable anthropologist on record, which state that there is no valid claim on the area, save for three small portions, quite distant from the farm Welgegund number 491 J.Q.
- 8.5 Estate D'Afrique is a member of the 26788 *Land Claim Action Group*, which represents more than 200 separate owners of properties on the farms Broederstroom 481 J.Q., Leeuwenkloof 480 J.Q., Hartbeeshoek 498 J.Q. and Welgegund 491 J.Q. (including Weldaba 567 J.Q.).
- 8.6 It is the opinion of legal Counsel of the 2677 *Land Claim Action Group* that there is little basis for any claim on the Broederstroom area, save for the small portions mentioned above.
- 8.7 The documentation pertaining to the land claim is available at the Estate office for perusal, if so required. Kindly also see the webpage of the 26788 *Land Claim Action Group* – www.broederstroomlandclaim.co.za, for more information.

9. Acknowledgement:

9.1 I/We _____ the undersigned, hereby acknowledge and confirm receipt of the following documents, which are available on the website – www.estatedafrique.co.za:

9.1.1 Memorandum of Incorporation of the Association;

9.1.2 Beau Rivage Homeowners Association NPC Village Rules;

9.1.3 Architectural Guidelines and Building Regulations.

I/We confirm that I/we fully understand the contents of these documents and I/we agree to abide thereby.

9.2 I/We confirm that I/we have been sufficiently informed about the legal establishment of Beau D’Afrique Homeowners Association NPC, as a non-profit Company in terms of the Companies Act 71 of 2008 and its entitlement to enforce its rules.

9.3 I/We confirm that I/we have been sufficiently informed of the Association’s right to impose penalties, including, but not limited to late building penalties on empty stands, as set out in the Memorandum of Incorporation and the Village Rules of the Association.

9.4 I/We confirm that I/we have been sufficiently informed of the pending land claim on the township of Beau Rivage.

SIGNED at _____ on this the _____ day of _____.

SELLER

PURCHASER

ESTATE AGENT

FOR DU PREEZ ACCOUNTANTS

Processed by:

Estate Office Stamp