



**Mountainlands**  
N A T U R E R E S E R V E

# **Agreement for Sale of Shares**

## **Ivory Lodge**

(Standard share sale before construction, including  
Company Information and Syndication Agreement)

February 2008

# Agreement for Sale of Shares

## Ivory Lodge

Entered into by and between

**Simply See (Proprietary) Limited**

Registration number: 94/02350/07  
(the "Seller")

of

Suite 20C, West End Centre  
John Vorster Road, Nelspruit  
(the "Domicilium Address")

P O Box 8835  
Nelspruit, 1200  
(the "Postal Address")

and

(Name/s) \_\_\_\_\_

(Id./Reg. No.) \_\_\_\_\_

Marital Status: \_\_\_\_\_ with / without Anti Nuptial Contract

of

\_\_\_\_\_

\_\_\_\_\_

(the "Domicilium Address")

\_\_\_\_\_

\_\_\_\_\_

(the "Postal Address")

Telephone (Home): \_\_\_\_\_ (Office): \_\_\_\_\_ (Cell) \_\_\_\_\_

(the "Purchaser")

## 1 PREAMBLE

- 1.1 New Company 123 (Pty) Ltd. (the "Company") has been duly incorporated as a proprietary limited company in accordance with the Companies Act no 61 of 1973 as amended. See **Annexure A** for Company Information.
- 1.2 The Company has an issued share allocation of 100 (one hundred) shares which will be allocated in modules of not less than 10 (ten) shares per shareholder and will be limited to not more than 10 shareholders.
- 1.3 The Company has entered into an agreement for the purchase of Portion \_\_\_\_\_ of Portion 6 of the farm Dycedale 368JU (the "Property"), in the development known as Mountainlands Estate and is bound to the Constitution of Mountainlands Estate Owners Association as well as the terms and conditions contained in the Management Regulations applicable to Mountainlands Estate from time to time and as contained in **Annexure C**.
- 1.4 The Company will be the owner of the above portion and improvements to be erected on the site and a member of Mountainlands Estate Owners Association with shared access to the common property owned by Mountainlands Estate Owners Association.

## 2 SALE

The Seller, as the registered owner of the Shares referred to in clause 1.2 hereof and a creditor in respect of the allocated loan referred to below, hereby sell and assign to the Purchaser, who hereby purchases the Shares and Allocated loan account (collectively referred to as the "Interest") indicated in the Transaction Schedule, paragraph 3 below.

## 3 TRANSACTION SCHEDULE

Number of shares:	10 (ten)
Levy at inception of contract:	R360 per month
Allocated loan account: rand)	R227 990 (two hundred and twenty seven thousand, nine hundred and ninety

## 4 PURCHASE PRICE

The purchase price of the Interest shall be the sum of **R865 000 (eight hundred and sixty five thousand rand)** made up as follows:

Allocated loan:	R864 990 (eight hundred and sixty four thousand, nine hundred and ninety rand)
Shares:	R10 (ten rand) for 10 (ten) shares of R1 (one rand) each (the "Shares")

## 5 PAYMENT OF PURCHASE PRICE

- 5.1 The Purchaser shall effect payment of the purchase price as follows:
- 5.1.1 A deposit of 40% being **R346 000 (three hundred and forty six thousand rand)** payable upon signature hereof by the Purchaser to the trust account of Viljoen & Swanepoel Attorneys, cnr Russel and Nel Street, Nelspruit.
- 5.1.2 The balance of the purchase price being **R519 000 (five hundred and nineteen thousand rand)** payable in three equal instalments every 90 days, commencing 90 days from date of transfer of the Property to the name of the Company.
- 5.2 All payments to be made by the Purchaser shall be made to the Seller without any deduction at the Conveyancer's address as set out beneath it's name at the commencement of this Agreement, or such other address in the Republic of South Africa as the Seller may stipulate in writing from time to time.

## 6 FURTHER PROVISIONS

This Agreement is further subject to the following Annexures, which the Purchaser by signature hereof acknowledges were annexed hereto at the date of signature hereof and are regarded as specifically embodied herein and forming part hereof:

6.1 The following annexures attached hereto:-

Annexure A: Company Information;

Annexure B: Constitution of Mountainlands Estate Owners Association and Management Regulations;

Annexure C: Syndication Agreement;

6.2 The Memorandum and Articles of Association of New Company 123 (Pty) Ltd.

## 7 TRANSFER OF THE SHARES AND CESSION OF ALLOCATED LOAN

7.1 The Seller shall procure the transfer of the Shares into the name of the Purchaser and issue of a share certificate within a reasonable time after payment of the Purchase Price, provided that the Purchaser is not in breach of any of his obligations in terms of this Agreement.

7.2 With effect from the payment of the Deposit stipulated in 5.1.1, the Seller cedes, assigns and delegates to the Purchaser all the Seller's right, title and interest and obligations in and to the Shares and Allocated Loan, which the Purchaser accepts, the Company consenting thereto.

## 8 BREACH

Should the Purchaser at any time commit a breach of any provision of this agreement and should he fail to remedy such breach within 7 (seven) days of the date of receipt of written notice from the Seller calling upon him to do so, the Seller shall have the right, without prejudice to any other rights available in law:

8.1 to cancel this agreement by written notice to the Purchaser. In the event of cancellation and on such date of cancellation:

8.1.1 the Purchaser shall deliver ownership and possession to the Seller at the Purchaser's expense;

8.1.2 the Purchaser shall have no claim for compensation for any increase in value or improvements, which improvements shall vest in the Seller;

8.1.3 any amounts paid by the Purchaser shall be retained as *rouwkoop* for the Seller's pre-estimated and/or liquidated damages, or alternatively the Seller may institute action against the Purchaser for recovery of the actual damages suffered by the Seller and to retain all payments received in terms of the agreement pending determination of such actual damages.

8.2 to claim immediate specific performance in accordance with the terms of the agreement including payment of all amounts payable in terms of this agreement, whether or not such amounts are then due for payment, together with any damages suffered by the Seller in consequence of the Purchaser's default.

## 9 SELLER'S WARRANTIES

The Sellers warrants that:

9.1 the Company Information contained in *Annexure A* hereto is true and correct in every respect material to this agreement;

9.2 the Company has entered into an Agreement of Sale for the purchase of the Property dated \_\_\_\_\_ 2007 and will comply with all conditions of the Agreement of Sale to obtain unencumbered transfer of the Property.

## 10 SUCCESSORS

This agreement and its annexures shall be binding on all heirs, successors and assigns of the Purchaser and in the event of the Purchaser wishing to sell or otherwise dispose of any of its interests in The Company, whether temporarily or otherwise, he will procure as a *stipulation alteri* in favour of the Association and the Company, as is applicable, a written undertaking that such successor or assigns acknowledge that they are acquainted with all the terms and conditions of this agreement and its annexures and are bound by them. The Directors of the Company shall be entitled to refuse to register any transfer of the Purchaser's interests unless written proof is furnished that the Purchaser has complied with his obligations in this regard.

## 11 GENERAL

### 11.1 Variation and extension

11.1.1 This agreement together with the Annexures thereto constitutes the whole agreement between the parties and no warranties, representations or other terms and conditions of whatsoever nature not expressly recorded herein, shall be of any force or effect. This agreement supersedes any previous agreements which may exist between the parties whether oral or in writing.

11.1.2 No addition or variation of the terms and conditions of this agreement or consensual cancellation of this Agreement or any provision or term thereof and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding, unless recorded in writing and signed by both parties.

11.1.3 Any latitude or extension of time which may be allowed by either party to this agreement in respect of any obligation of the other party provided for herein or any matter or thing which the other party is bound to perform or observe in terms hereof shall not in any circumstances be deemed to be a waiver of the aggrieved party's rights at any time to require strict and punctual compliance with each and every provision or term hereof.

### 11.2 Domicilia

The Seller and the Purchaser hereby record the addresses on page 1 of this Agreement as their addresses in the Republic which they select as their respective *domicilia citandi et executandi* for the service of any notice or demand. Notice of a change of address shall be given in writing and shall be delivered or sent by prepaid registered post by one party to the other. All notices in terms of this agreement delivered or sent by prepaid registered post by any party to the other shall be deemed to have been received at the time of delivery or on the fifth business day following the date of registered posting, as the case may be.

### 11.3 Jurisdiction

In the event of the arbitration clause not applying for the purpose of all or any proceedings arising from this agreement the parties consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944 as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the written consent, conferring jurisdiction upon the said court pursuant to section 45 of the said Act. Notwithstanding the foregoing the Seller shall have the right at his option and discretion to institute proceedings in any other competent court, which might otherwise have jurisdiction. Notwithstanding the place of signature hereof the laws and jurisdiction of the Republic of South Africa shall apply.

### 11.4 Cession of rights

Subject to the provisions of this Agreement, the Purchaser shall not be entitled to pledge, cede, make over or assign his rights and/or obligations in terms hereof without the prior written consent of the Seller and the Company, which consent shall not be unreasonably withheld, until such time as all monies payable in terms hereof have been duly paid.

### 11.5 Arrears

All arrears amounts in terms of this Agreement, shall bear interest at the maximum rate per year prescribed from time to time by the Usury Act, Act no 73 of 1968, as if the amount in arrears was a principal debt in a money lending transaction in the respective category as defined in the said Act, which interest shall be calculated monthly in arrears from the date that such amount became due.

### 11.6 Severability

In the event that any of the clauses of this agreement are found to be invalid, unlawful or unenforceable,

such clause(s) will be severable from the remaining clauses of this agreement, which will continue to be valid and enforceable. If any invalid clause is capable of amendment to render it valid and enforceable to achieve the same objective as the invalid clause, the parties agree to negotiate an amendment to remove the invalidity.

#### 11.7 Offer and Acceptance

11.7.1 Should the Purchaser sign this agreement prior to the Seller, then by his signature hereto, the Purchaser offers irrevocably to purchase the Interest for the price and on the terms and conditions herein contained and the Purchaser undertakes not to withdraw this offer subject however to the provisions of any Suspensive Conditions.

11.7.2 On signature by the Seller ("Date of Signature"), or his duly authorised representative, of this document, a valid contract of purchase and sale in terms hereof shall immediately come into full force and effect between the parties and it shall be necessary for the Seller to communicate the fact of his acceptance to the Purchaser. Until the Seller has signed the agreement, no liability or obligation on the part of the Seller will be deemed to exist.

#### 11.8 Disputes

11.8.1 Save as is otherwise herein provided, any dispute arising out of or in connection with this Agreement, including the cancellation thereof, except where an interdict is sought from a Court of competent jurisdiction, must be determined in accordance with the Arbitration Act of 1965, as amended or any replacement Act, except to the extent set out herein.

11.8.2 If a dispute arises, the party who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within 14 (fourteen) days of such notice, either of the parties may refer the dispute for determination in terms of 11.8.3 hereof.

11.8.3 If a party exercises his right in terms of 11.8.2 to refer the dispute for determination, such dispute shall be referred to an expert appointed mutually by the parties who shall act as Arbitrator. If the dispute is of such a nature that the arbitrator so appointed in his discretion is of the opinion that the service of another arbitrator is desirable, he shall have the right and power to appoint such additional Arbitrator.

11.8.4 The Arbitrator shall be vested with the entire discretion as to the procedure to be followed, and the manner in which evidence is to be given.

11.8.5 The parties shall use their best endeavours to procure that the decision of the Arbitrator shall be given within 21 (twenty-one) days or as soon thereafter as possible, after it has been demanded. Either party may appeal against the decision of a single arbitrator within 14 (fourteen) days of the award to a tribunal consisting of three Arbitrators, one Arbitrator to be appointed by each of the parties, the Arbitrators so appointed shall appoint a third Arbitrator.

11.8.6 The majority decision of such tribunal shall be final and binding on all the parties affected thereby and shall be carried into effect and may be made an order of any competent Court at the insistence of any of the parties.

11.8.7 The provisions of this clause:-

11.8.7.1 constitute the irrevocable consent by the parties to any proceedings in terms thereof and no party shall be entitled to withdraw there from or claim in any such proceedings that it is not bound by such provisions.

11.8.7.2 are severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason whatsoever.

THUS SIGNED IN THE PRESENCE OF THE BELOW WITNESSES ON THE DATE AND AT THE PLACE INDICATED:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SPOUSE (where applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SPOUSE

# Company Information

## Ivory Lodge

### 1 COMPANY

Name: New Company 123 (Pty) Ltd.  
Registration Number: \_\_\_\_\_/\_\_\_\_\_/07  
Registered Office: \_\_\_\_\_ Street, Nelspruit, 1200  
Postal Address: P O Box \_\_\_\_\_, Nelspruit, 1200  
Date of Incorporation: \_\_\_\_\_

### 2 DIRECTORS OF THE COMPANY

NJ Oosthuizen

### 3 SHAREHOLDERS OF THE COMPANY

Simply See (Pty) Ltd – 100 issued shares

### 4 AUDITOR

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### 5 LOAN OBLIGATIONS

The Company has no loan obligations to its shareholders save for those which will originate pursuant to the Agreement for Sale of Shares

### 6 SELLERS WARRANTIES

- 6.1 The Company has been incorporated as a private Company with limited liability according to the laws of the Republic of South Africa;
- 6.2 No steps in terms of section 73 of the Companies Act are be pending or contemplated in respect of the Company
- 6.3 The total Issued share capital of the Company is R100 (One hundred) divided into ordinary shares of R1.00 each;
- 6.4 The Authorised share capital of the company is R1000 (one thousand) divided into ordinary shares of R1.00 each and are fully paid up;
- 6.5 The shares are issued in indivisible allocations of 10 (Ten) shares each, accordingly limiting shareholding in the Company to a maximum of ten shareholders.
- 6.6 All of the issued shares in the capital of the Company are of one class and will rank *pari passu* with each other;

- 6.7 The Company is not under any obligation (whether contingent upon the exercise of any right or otherwise) and no resolution has been passed requiring the Company to increase or to reduce its authorised or issued share capital or to vary any of the rights attaching to the issued shares or to issue further shares;
- 6.8 The Sellers will be entitled and able to give free and unencumbered title of the shares to the Purchaser;
- 6.9 No resolution has been passed altering the Memorandum or Articles of Association of the Company or to create or to issue any debentures;
- 6.10 No person will have any right to obtain an order for the rectification of the register of members of the Company;
- 6.11 The Company's books and records have been substantially maintained according to law (in all material respects) and are capable of being written up within a reasonable time so as to record all of the transactions of the Company;
- 6.12 The minute books of the Company contain all of the resolutions passed by its directors and members;
- 6.13 The Company is not materially in breach of any law;
- 6.14 The assets of the Company are not subject to any hire purchase agreement, lease, pledge, mortgage, lien, notarial bond or other right in favour of any third person;
- 6.15 The Company is not liable, whether contingently or otherwise and whether as surety, co-principal debtor, guarantor or indemnifier, for the liabilities of any third party;
- 6.16 The Company has no liabilities, save for the liabilities pursuant to the Agreement of Sale for Portion \_\_\_\_\_ (Portion of Portion 6) of Dycedale 368 JU, and for those disclosed in the accounts or herein.
- 6.17 The only current business conducted by the company is holding of Portion \_\_\_\_\_ (Portion of Portion 6) of Dycedale 368 JU for the purposes of syndicating ownership of the portion and its improvements.

## **7 LITIGATION AND DISPUTES**

The Company is not engaged in any litigation, income tax appeals, arbitration or criminal proceedings. The Sellers are not aware of any facts, matters or circumstances which may give rise to any such litigation, income tax appeals, arbitration or criminal proceedings.

## **8 ACCOUNTS**

The accounts will be certified without qualification and prepared and the audited financial statements of the Company as at and for the year ended February 2006 will be certified without qualification and prepared –

- 8.1 in accordance with generally accepted and sound accounting practices;
- 8.2 in a manner such as fairly to present the state of affairs, operations and results of the Company as at the date thereof and for the periods to which they relate;
- 8.3 in accordance with the provisions of the Companies Act.

## **9 STAMP DUTY**

All stamp duty in terms of the Stamp Duties Act, 1968, as amended (from which no exemption is applicable) has been paid in respect of the shares.

## **10 DISCLOSURE**

The Sellers have disclosed to the Purchaser all facts and circumstances of which they are aware and which are material to this transaction and which would be material or would be reasonably likely to be material to a Purchaser of the shares and the Purchase Price payable in respect thereof.



**Mountainlands**  
N A T U R E R E S E R V E

# **Constitution of the Mountainlands Estate Owners Association**

Under separate cover

**Incorporating**

Appendix 1: Regulations – General

Appendix 2: Regulations – Building Procedures and  
Architectural Guidelines

# Syndication Agreement

## Ivory Lodge

### DEFINITIONS:

Association:	The Mountainlands Estate Owners Association
Common Amenities:	Portion _____ (Portion of Portion 6) of Dycedale 368JU, belonging to the Syndicate and will in future include all improvements, the furniture, fittings, appliances and game-viewing vehicle referred to in paragraph 1.2 hereof.
Interest:	The interest held by the Syndicate Member in the Syndicate.
Management Regulations:	The Management Regulations of the Association issued in terms of the Constitution of the Mountainlands Estate Owners Association.
Syndicate Member:	A shareholder of New Company 123 (Pty) Ltd having the right of use of the Syndicate's assets (Common Amenities), in accordance herewith.
Syndicate or Syndication:	The collective owners of the Common Amenities within the Estate and a member of the Mountainlands Estate Owners Association.
Usage Period:	The Syndicate member's allocation of exclusive time in the Common Amenities.

### 1 PREAMBLE

- 1.1 The Syndicate is or will become the beneficial owner of the Common Amenities referred to in the Definitions hereto.
- 1.2 The Syndicate has erected or intends erecting a Game Lodge and associated amenities.
- 1.3 The Syndicate Member by virtue of his Interest in the Syndicate has certain rights and obligations, which are recorded hereinafter.
- 1.4 The Syndicate is a member of the Association and as such is bound by the Constitution thereof as well as the Management Regulations.
- 1.5 The Syndicate is limited to a maximum of ten shareholders, each shareholder being a syndicate member.

### 2 OWNERSHIP & USAGE

- 2.1 The Syndicate Member is entitled to utilisation and occupation of the common amenities for a proportionate period per annum.
  - 2.1.1 The allocation of the usage will be determined annually in advance, commencing with the allocation of long weekends and school holidays which will be allocated in rotation, and thereafter the allocation of every proportionate weekend provided that a weekend falling within a school holiday or previously allocated weekend will be allocated immediately after such interruption.
  - 2.1.2 The Shareholders shall draw up a roster to ensure equitable use of the Lodge over school holidays, public holidays and long weekends.

- 2.2 The Common Amenities shall be used by a Syndicate Member, only for the accommodation of the Syndicate Member and his/her invitees and for no other purposes whatsoever.
- 2.3 The Syndicate Member may not permit or allow any person to utilise the Common Amenities unless accompanied by the Syndicate Member or a member of the Syndicate Member's immediate family.
- 2.4 A Syndicate Member may not harbour or leave any of his property or any other personal articles or refuse on any portion of the Common Amenities on departing from the Lodge, unless in an area specifically designated for his/her private use and storage, nor shall he/she wash, hang or otherwise place any clothing or other similar articles on any part of the site excepting such places as may be specially provided therefore.
- 2.5 A Syndicate Member is obliged to keep the site, the improvements thereon and all fittings, fixtures and appurtenances in them in a clean and neat condition.
- 2.6 A Syndicate Member shall under no circumstances alter or effect any changes to the Common Amenities or to any fittings, fixtures or appurtenances in it whether such alterations or changes are of a structural nature or not without prior consultation with the other Syndicate Members.
- 2.7 A Syndicate Member shall not drive any nails, screws or similar objects into any part of the Lodge or any of the fittings, fixtures or appurtenances in it nor shall a Syndicate Member remove anything from the Lodge or site.

### **3 REPRESENTATIVE**

The Syndicate Members of the Syndicate shall elect a Chairperson who shall be responsible for the following:

- 3.1 to resolve any disputes within the Syndication.
- 3.2 to be responsible for the Management of the Syndication.
- 3.3 to co-ordinate the allocation of weeks to the Members in terms of para 2.1.1.
- 3.4 to represent the Syndicate at any meeting of Members of the Association.

### **4 CONTROL**

The Syndicate Members shall be entitled to formulate rules and regulations for the general good and control of the Syndicate:

- 4.1 Due notice on not less than 10 days written notice has been given.
- 4.2 Matters for discussions are circulated to the Members simultaneously with the notice in terms of 4.1.
- 4.3 Each Member shall have one vote for every block of ten shares held. All decisions shall be by simple majority vote of Members eligible to vote and present in person or by proxy and at any meeting.
- 4.4 A majority of not less than 75% of Members present and entitled to vote is required where it is proposed to spend more than R5 000 (five thousand rand) on behalf of the Syndicate.
- 4.5 The Syndicate shall not be entitled to formulate any rules and regulations that are in conflict with or contradict the Constitution of the Mountainlands Estate Owners Association or its Management Regulations, which shall be deemed to supersede any rules and regulations formulated by the Syndicate.

### **5 LEVIES**

- 5.1 The Syndicate Members shall be obliged to create a levy fund which shall at least make provision for payment of:
  - 5.1.1 The Syndicate's pro-rata obligation towards the Association's levy.
  - 5.1.2 The cost of maintaining the Common Amenities.

- 5.1.3 Provision for wear and tear and the total refurbishment of the dwelling every 10 years.
- 5.1.4 The running costs of the unit, including but not limited to wages, insurance premiums, security, electricity, administration costs, etc.
- 5.2 The Syndicate Members shall in general meeting be entitled to suspend a Member's rights of use of The Syndicate's common amenities in the event of the Member failing to contribute towards the levy fund.

## **6 LOSS, DAMAGE OR INJURY**

- 6.1 The Syndicate shall not be responsible for any loss, damage or injury which the Syndicate Member, or any person using or enjoying the property through or at the instance or invitation of the Syndicate Member, may sustain in or about the property by reason of any act or omission whatsoever, including any negligent act or omission on the part of the Syndicate or the Syndicate's office bearers, employees or agents, nor shall the Syndicate be responsible for any loss, damage or injury of any description which the Syndicate Member or any such other person may sustain by reason of the property or the common amenities at any time falling into a defective state, or by reason of any repairs, renovations and/or maintenance work to the property which are effected or are to be effected by the Syndicate or any other person or by reason of such repairs, renovations and/or maintenance work not being effected timeously or at all, and the Syndicate Member shall not be entitled for any of the reasons as aforesaid or for any other reason whatsoever to withhold any money or levies due to the Syndicate.
- 6.2 The Syndicate Member hereby indemnifies the Syndicate against any claim which any person using or enjoying the property through or at the insistence or invitation of the Syndicate Member may sustain in or about the property, including any legal costs and expenses (on an attorney and client scale) incurred by The Syndicate in this regard.
- 6.3 Should the property, including the premises, be damaged or destroyed, in whole or in part, by fire or any other act of God, the Syndicate Member shall have no claim against the Syndicate by reason of the property, including the premises, being unfit for use or enjoyment or for any other reason whatsoever.
- 6.4 Each Syndicate Member shall ensure that a waiver/indemnity form as prepared by the Syndicate is signed on admission to the Syndicate's property by all visitors and it is expressly agreed that in the event of any Syndicate Member failing to ensure that such waiver/indemnity is procured in respect of each visitor, such Syndicate Member will be personally responsible to reimburse the Syndicate in the event of any claim being made by any such third party against the Syndicate and the Syndicate being held liable in a competent forum for any such claim.
- 6.5 Syndicate Members further, by their signature hereto, duly waive any claims which they and/or their dependants or visitors may have against the Syndicate arising from any loss or damage sustained whilst on the Syndicate's property, and the Syndicate Member shall, if necessary, procure that a separate indemnity/waiver is signed for and on behalf of each of the Syndicate Member's family, including spouses.

## **7 DISPUTES**

Disputes shall be resolved in accordance with the provisions of the Constitution of the Association where these are not resolved satisfactorily by the Chairperson.

## **8 CONSTITUTION**

All Syndicate Members including their family and invitees utilising the Common Amenities and the Estate shall do so under and be bound by the Constitution and Management Regulations of the Association.

## **9 LIABILITIES & OBLIGATIONS**

The Syndicate shall be obliged to:

- 9.1 ensure that the Syndicate's levy is paid timeously to the Association.
- 9.2 maintain and repair all common amenities including pipes, wires, fixtures, fittings, appliances and the Game-viewing Vehicle.

- 9.3 insure the common amenities including the Game-viewing Vehicle .
- 9.4 ensure proper administration of the Syndicate and compliance with all relevant legislation including the Companies Act insofar as it may be applicable to the Syndicate.
- 9.5 ensure compliance with the Constitution and Management Regulations of the Association.
- 9.6 erect within a reasonable period, a Game Lodge on the property comprised of the following: Living Area consisting of Lounge, Open plan Kitchen, Dining area, toilet, storeroom/pantry, covered deck, open deck, outside cooking facilities, boma, swimming pool, freestanding bedroom suites with decks and a carport. All of above being fully fitted and furnished and including a game-viewing vehicle seating ten people.

## **10 MEMBER'S OBLIGATION**

The Syndicate Members shall:

- 10.1 contribute a pro-rata share of the costs required to erect, fit and furnish the Game Lodge herein described.
- 10.2 utilise the common amenities with due diligence and care and subject to this agreement, the Constitution and Management Regulations of the Association.
- 10.3 not bring onto the property anything, which may vitiate the Syndicate's insurance policy/ies.
- 10.4 abide by the rules and regulations of the Syndicate.
- 10.5 be liable for the cost of repairing or replacing any appliances if damaged by him, his family or invitees whether such damage is accidental, negligent or wilful.

## **11 PRE-EMPTIVE RIGHT**

A Syndicate Member may not alienate, transfer or encumber his interest and/or his loan account in the Association unless:

- 11.1 The prior written consent of the other Syndicate Members is obtained (which consent may not be unreasonably withheld);
- 11.2 Such alienation, transfer or encumbrance is made in terms of this clause.
- 11.3 Should any Syndicate Member wish to sell or transfer any of their Interest to a bona-fide third party, such Syndicate Member shall give notice thereof to the other Syndicate Members.
- 11.4 The notice shall constitute an offer to sell his Interest and loan account, if applicable to the other Syndicate Members on the same terms and conditions as the offer that such Syndicate Member received from the bona fide third party.
- 11.5 The notice and offer in terms hereof shall:
  - 11.5.1 be in writing;
  - 11.5.2 remain open for acceptance for a period of 30 days after receipt of such notice;
  - 11.5.3 be accompanied by a disclosure of the full terms and conditions of any oral offer received by the seller;
  - 11.5.4 be accompanied by a complete copy of any written offer received by the seller; and
  - 11.5.5 contain the name and address of the offeror.
- 11.6 Should the offer in terms hereof not be accepted by the other Syndicate Members, the seller shall be entitled to sell such Interest and loan account to the bona fide third party from whom the offer was received within a period of 90 (Ninety) days after the lapse of such offer, provided that:

- 11.6.1 The interest and loan account shall be transferred to such third party on terms and conditions no less favourable than those referred to in the original offer;
  - 11.6.2 The third party shall undertake in writing to subject himself to the terms and conditions of this agreement and the Constitution as if he had been a party hereto at the time of signature hereof.
  - 11.6.3 Should the seller fail to transfer such interest and loan account to the third party within the period of 90 (Ninety) days as set out in clause 11.6 the provisions of this clause 11 shall apply de novo.
- 11.7 A Syndicate Member may not offer his Interest for sale in terms hereof unless his loan account is offered for sale at the same time.

## **12 BREACH**

- 12.1 In the event that a Member fails to contribute the pro-rata share of the costs of erecting, fitting and furnishing the Game Lodge in the manner or style as agreed to by the majority of Members, within the to be agreed period and after receiving 14 (fourteen) days written notice to remedy the breach:
- 12.1.1 Such breach shall be considered an offer to sell the Member's Interest and loan account at the original Purchase Price paid by such Member to the other Syndicate Members.
  - 12.1.2 The offer in terms hereof shall remain open for acceptance by the other Syndicate Members for a period of 30 days.
  - 12.1.3 Should the offer in terms hereof not be accepted by the another Syndicate Member or the other Syndicate Members acting collectively, and the Member is unable to procure an offer from a bona fide third party in terms of paragraph 11 within the 30 day offer period, the other Syndicate Members shall be entitled, without prejudice to any other remedies that the Syndicate may have, to purchase the Member's Interest and loan account at the sum of 75% of the original Purchase Price, which the Member shall be obliged to accept.
  - 12.1.4 At all times a Syndicate Member's Interest and loan account shall not be alienated separately.
- 12.2 In the event that a Member breaches any provision of this Agreement, or any other regulations or directives of the Syndicate then without prejudice to any other remedies that the Syndicate may have, the Syndicate shall be entitled to:
- 12.2.1 Impose a fine on the Member in such amount as the Syndicate may deem reasonable, and/or
  - 12.2.2 Suspend the Member's right to utilize his interest; and
    - 12.2.2.1 In the event that the Syndicate suspends the Member's right to exercise his interest, the Syndicate may, after requesting and receiving the written permission of the Association, lease the Member's interest upon such terms and conditions as imposed by the Association and additional conditions deemed fit by the Syndicate and apply such income in lieu of any indebtedness of the Member to the Syndicate;
    - 12.2.2.2 The Syndicate shall not be entitled to exercise its rights in terms hereof unless and until it shall have given the Member 14 (fourteen) days written notice to remedy the breach, in which notice, notice is given of the intended action to be taken by the Syndicate in the event of the Member failing to remedy such breach and provided further that if a Member commits any breach more than three times no notice in terms hereof need be given by the Syndicate.
- 12.3 To claim immediate specific performance in accordance with the terms of the agreement including payment of all amounts payable in terms of this agreement, whether or not such amounts are then due for payment, together with any damages suffered by the Syndicate in consequence of the Member's default.

## **13 ACCEPTANCE**

The Syndicate Member by his/her signature hereto accepts the terms and conditions specified herein and agrees to abide thereby. Through the signature hereto by the Syndicate Member an agreement shall be deemed to have been entered into by and between the signatory and other Syndicate Members of the Syndicate.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**SYNDICATE MEMBER / PURCHASER**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SPOUSE (where applicable)