



SALES AGREEMENT

The Property	
Development Name	SANDZ INDUSTRIAL & COMMERCIAL ESTATE (KYA SANDS)
Erf Number (Developer)	
Erf Number (City of JHB)	
Size of Erf	m ²
<ul style="list-style-type: none"> • As depicted on the annexed : <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <ul style="list-style-type: none"> <i>Annexure A – Site Location Plan or SDP</i> <i>Annexure C – Owners Association</i> </div> <div style="width: 45%;"> <ul style="list-style-type: none"> <i>Annexure B – Erf Price List</i> <i>Annexure D – Programme for Installation of Infrastructure</i> </div> </div>	

Seller	
Company Name	LORCOM 198 (PTY) LTD
Company Regis No.	2008/009317/07
Tel (Office)	021 854 7621
Tel (Fax)	021 853 3258
E-mail	
Physical Address	209 PINEHURST, SOMERSET LINKS OFFICE PARK, DE BEERS ROAD, SOMERSET WEST
Code	7130
Postal Address	SUITE 51, PRIVATE BAG X 3018, STRAND
Code	7139

Purchaser		
	1.	2.
Last Name		
Tel (Office)		
Tel (Fax)		
Tel (Mobile)		
E-mail		
Address		
Code		

1. PURCHASE PRICE

The PROPERTY is hereby sold and bought by the purchaser from the seller on the following terms and conditions:

The Purchase Price of Land only is :	
R	(_____) Including VAT And Agents Commission as per Mandate

As per attached Selling Price List (**Annexure "B"**)

Payable as follows:

- 1.1. A deposit of 10% of Purchase Price amounting to **R**_____ into the account of the appointed attorneys/conveyancers on 28 February 2011 to be held in an interest bearing trust account, which interest shall accrue in favour of the **Purchaser**.
- 1.2. The balance of the purchase price will be paid over to the Seller’s attorneys on registration of transfer as scheduled;
 - 1.2.1. In cash Deposit on 28 February 2011 **R**_____
 - 1.2.2. Through Mortgage Loan or Cash **R**_____
 - 1.2.3. **Total payment for the Land only** **R**_____
- 1.3. The **Purchaser** will as security for any amount owing in terms of this Deed of Sale, within 10 (ten) days of written request thereto by the attorneys deliver to them:
 - 1.3.1. An acceptable bank or financial institution guarantee;
 - 1.3.2. or a bank cheque;
 - 1.3.3. or a bank guaranteed cheque provided that the attorneys will not require the performance in terms of this clause before the suspensive conditions contained in this agreement and the Building Contract, have been met and in particular clauses 11.

2. TRANSFER

Transfer shall be passed by Conveyancers appointed by Seller or Sellers Agent as soon as possible after fulfilment of the suspensive condition in Annexure D contained in this agreement.

3. COST OF TRANSFER

- 5.1 All costs related to the transfer, transfer duty, VAT, conveyancing fees and all mortgage bond will be paid by the PURCHASER and bank costs will be paid by the PURCHASER .
- 5.2 To assist the Developer to maintain control and alleviate unnecessary administration it is agreed that the bond application will be directed to a Bond broker on the panel of the developer. Non compliance will result in the Seller not making a contribution towards costs referred to in Clause 20.

4. RISK

The property shall remain at the risk of the Seller until date of possession, from which date the property shall be at the sole risk of the Purchaser, who shall be obliged to insure the property pending registration of transfer, should the Seller so require.

5. RATES

A pro rata share of rates and taxes and other charges levied against the property shall be payable by the purchaser as from the date of possession/registration whichever is the soonest.

6. INTERIM INTEREST

The Client shall be responsible for ALL interim interest charged by the Bond granting Financial institution from date of registration of the Plot.

purchaser initial

7. DOMICILIUM

The parties hereto choose *domicilium citandi et executandi* at their addresses as set out above, or such other address as they may by registered notice in writing advise.

8. DEFAULT

Should the Purchaser fail to fulfill any of his obligations on due date and remain in default 7 (SEVEN) days after posting to him by registered post a notice from the Seller calling upon him to remedy such default, the Seller shall be entitled to:

- 8.1. Hold the Purchaser to this agreement; or
- 8.2. Cancel the agreement and :
 - 8.2.1. Retain all amounts paid on account as liquidated damages; or
 - 8.2.2. Claim all damages suffered by the Seller by reason of the breach, and retain all amounts paid pending settlement of each claim.
 - 8.2.3. Hold the Purchaser to the Building Contract for the damages provided therein.

Should the Purchaser fail to fulfill any of his obligations timeously, any concession granted by the Seller shall in no way effect the rights of the Seller.

9. MORTGAGE BOND

9.1. This sale is subject to and conditional upon the Purchaser obtaining a Mortgage loan for the purchase of the property from a bank, or financial institution on its normal terms and conditions for **R _____**. **(Land)** against security of a first mortgage bond over the property within 30 (Thirty) days of the date of deposit of being 28 February 2011 (the INITIAL PERIOD) or on or before such further date as the Seller in its discretion may with notice to the Purchaser decide (the EXTENDED PERIOD).

9.2. In the event of the Purchaser being unsuccessful in obtaining the aforesaid loan within the INITIAL PERIOD then the following provisions shall apply:

- 9.2.1. The period may in the discretion of the Seller be extended for a further 30 days.
- 9.2.2. The Seller shall, in addition, have the right to apply in the Purchaser’s name, place and stead, for the loan to any Bank, Building Society or Financial Institution at a market related interest rate and on normal terms and conditions.
- 9.2.3. This sale shall lapse and this agreement shall be of no force and effect should the loan not be obtained within the EXTENDED PERIOD, in the event of the Seller exercising such right, but being unsuccessful in obtaining the loan within the EXTENDED PERIOD.

9.3. The Purchaser undertakes to sign all documents and do all things necessary to ensure the successful granting of the loan referred to herein. Without derogating from the generality of the foregoing, the Purchaser shall, until the expiry of the INITIAL PERIOD or EXTENDED PERIOD as the case may be, nevertheless continue to use his best endeavours and do all things that may be necessary in order to obtain the loan elsewhere.

10. COMPANY OR CLOSE CORPORATION

If a signatory is acting for on behalf of a Company or Close Corporation or purports to be so acting, he shall be personally bound and liable as the Purchaser in terms hereof and if the Company or Close Corporation does not duly adopt and ratify this Agreement of Sale in accordance with the foregoing, then such person by his signature hereunder shall be deemed to bind himself to the Sellers as surety for and co principal debtor in solidum with such entity for the due performance by it as the Purchaser of all terms and conditions of the Agreement of Sale under renunciation of the benefits of division and excussion.

11. WARRANTIES

- 11.1. The property is sold as described in the attached site location diagram, (**Annexure "A"**) and subject to conditions and servitudes attaching to the property or mentioned or referred to in the existing title deed; the purchaser agreeing to accept title as held by the Seller (who shall not be liable for any minor deficiency in the extent of the property which may be revealed on any re-survey and who does not desire to benefit by an excess).
- 11.2. The property is sold "Voetstoots", i.e. as it stands. The Seller shall not be responsible for any patent defects in the property and the purchaser does not rely on any representations regarding the Property made to him by the Seller.
- 11.3. This document together with the Building Contract constitutes the entire agreement between the parties and no change to the agreement shall have legal validity unless reduced to writing and signed by both parties.

12. ACKNOWLEDGEMENTS BY THE PURCHASER

- 12.1. The Seller and the Purchaser acknowledges that the sale is subject to the following terms and conditions;
- 12.2. all governing authorities granting approval in writing for the subdivision of the property;
- 12.3. the Surveyor General registering the approved diagram relating to the property to be transferred to the Purchaser and the governing authorities issuing the clearance certificate required to register transfer;
- 12.4. The Seller shall diligently pursue the application for the approval of the rezoning and development plan with the relevant authorities.
- 12.5. Should any of the conditions set out in 14.1 not be complied with for any reason whatsoever within 9 months of the date of signature of this agreement (or within such extended period as the seller in its sole discretion may allow), this offer shall be of no further force or effect. In such event, the Seller shall repay all monies paid by the Purchaser on account of the purchase price together with interest thereon whereupon it is reciprocally agreed that neither party shall have any claim of whatsoever nature against the other party. The Seller undertakes to inform the Purchaser of progress regarding paragraph 14.1 if requested to.

13. PROPERTY OWNERS ASSOCIATION

- 13.1. As it is a condition of the Local Authority that an Office Owners Association in terms of Section 29 of Ordinance 15 of 1985 be established before subdivision is approved.
- 13.2.

Now the parties agree as follows:

- 13.2.1. A Property Owners Association is to be established for the Township in which the property is situated (to be known as Sandz Owners Association and the he/she shall be an obligatory member of such Association for as long as he is the registered owner of the property and shall abide by and adhere to all the regulations applicable

to members of the said Association, and the proposed Constitution of the Association and that he has satisfied himself as to the provisions thereof.

13.2.2. When alienating the property, the Purchaser undertakes to disclose the existence of the Property Owners Association and the Constitution thereof to the proposed alienee and to bind the alienee thereto.

13.2.3. The Purchaser agrees to the insertion of the following condition in the title deed of the Property in such form as the Registrar of Deeds may require:

14. VALIDITY OF OFFER

The first signature to this agreement shall constitute an offer and as such remains irrevocable until accepted/ rejected by the Seller.

15. JOINT LIABILITY

If the Purchaser is more than one person, each is jointly and severally liable in terms of this agreement.

16. JURISDICTION

The parties agree that the Seller may at his choice institute action in respect of any matters arising from this agreement in the Magistrate's Court, notwithstanding the fact that the amount involved otherwise falls outside the jurisdiction of that court.

17. SPECIAL CONDITIONS

The Seller agrees to install all internal infrastructure services (roads , water & electricity) as per Annexure D attached hereto.

SIGNED AT _____ on the _____ day of _____ 2008

SELLER/S

AS WITNESSES:

1. _____

1 _____

2. _____

2 _____

SIGNED AT _____ on the _____ day of _____ 2008

PURCHASER/S

AS WITNESSES:

3. _____

1 _____

4. _____

2 _____

Conveyancer Details		
Conveyancer Name	De Canha Inc.	
Contact Person	Daniel de Canha	
Tel (Work)	021 852 1361 / 082 3390 865	
Tel (Fax)	021 887 5362	
E-mail	ddecanha@yahoo.com	
Address	Postal	Physical
	Suite 51	21 Robbertse Street
	Private Bag X3018	Brandwacht
	Strand	Stellenbosch
Code	7139	7600

**Information and Documents Required by Agents and Conveyancers for onward transmission to
Financial Institute / Banks
In Terms Of The Financial Intelligence Centre Act (FICA)**

**IMPORTANT
PLEASE ATTACH COPIES OF THE FOLLOWING :**

- The page from **your Identity Document** on which the photograph and number appear
- A copy of your and your spouse **Proof of Income (Salary Advice)** most recent
- A copy of a recent (not older than 3 months) **Utility Bill** (rates, telephone, water, electricity, etc) bearing your current address
- If married: The **Marriage Certificate** with copy of Antenuptial Contract (if applicable)
- The page from your **Spouse's Identity Document** on which the photograph and number appear (if married COP)
- If are registered for income tax with the South African Revenue Services, any document issued by SARS bearing your income **tax registration no.**

Please complete

Erf No:

Development : SANDZ INDUSTRIAL & COMMERCIAL
ESTATE (KYA SANDS)

With regards to the sale / purchase of the above property you are required to complete this form and furnish the documents mentioned below. They are needed for Bond application purposes and at the Attorney's office in order to ensure Transfer.

A. PERSONAL DETAILS

1. Surname.....
2. First Names.....
3. S.A. Identity No.(if issued)
4. Date of Birth.....
5. Nationality
6. Residential address.....
(if not a South African resident state Country of Residence and Passport Number)
7. Telephone Numbers (work)
- Tel (home)
- Cell Number:.....
- E-mail :
-
8. If purchase is being done by a Company or Close Corporation:
 - 8.1 Company Name.....
 - 8.2 Registration Number.....
 - 8.3 Vat Number.....
 - 8.4 Registered Address.....

85 Postal Address.....
86 Telephone Number.....
8.7 Fax Number.....

My signature below authorises Bond Originators and Banks or their representatives to, at all times:-

- a) contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of my behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness.;
- b) I hereby agree to furnish information concerning my behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference.

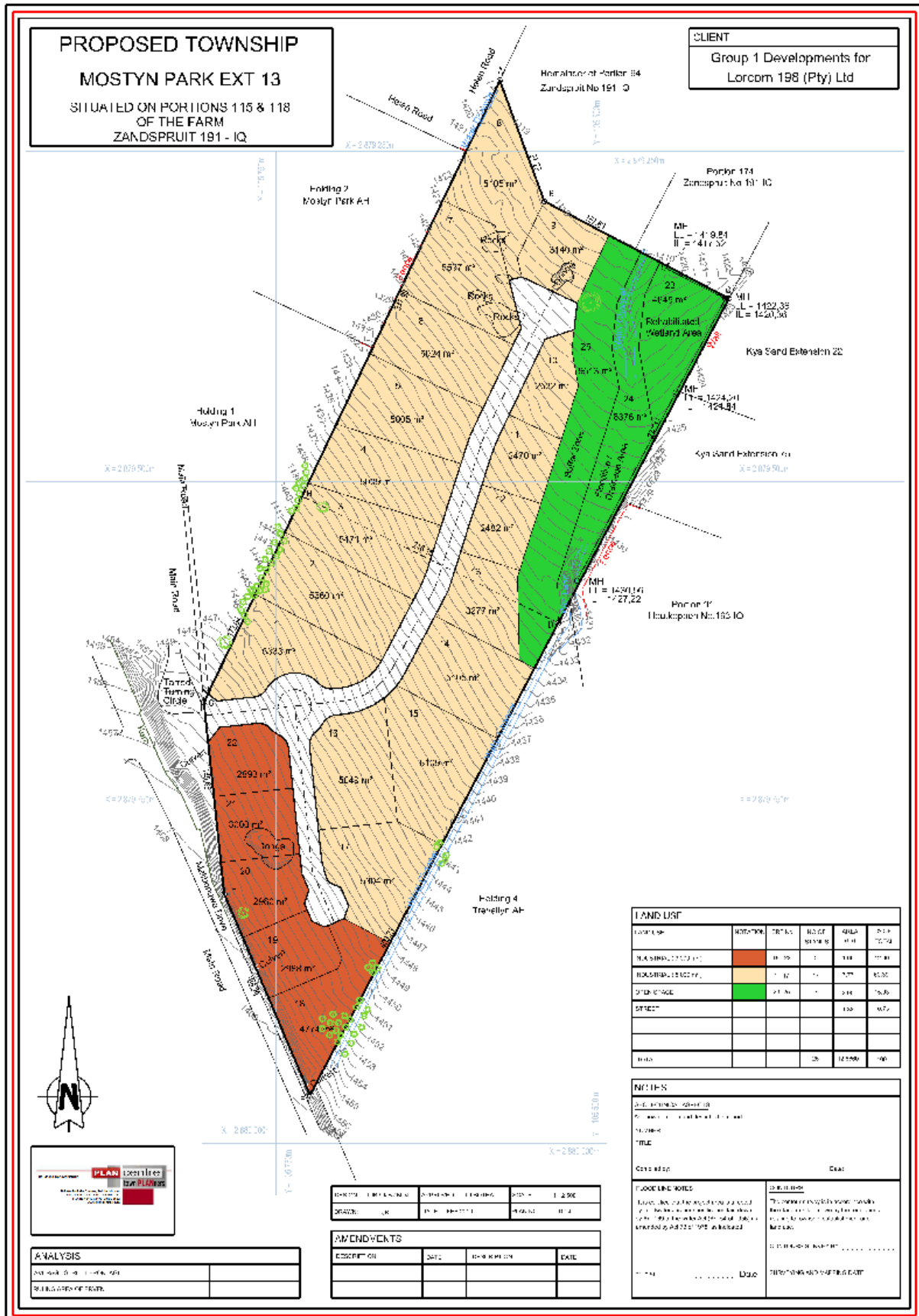
I hereby certify that the above information provided by me is true and correct.

Date:

Signature 1

Signature 2 (spouse)(if applicable)

Annexure A (SDP)



Annexure B (Erf Price List)

PRICE LIST

DEVELOPMENT:



ERF NO.	ERF SIZE	RATE / M ²	PRICE (EXCL VAT)	PRICE (INCL VAT)
1	5333m ²	R 695.00	R 3 706 435.00	R 4 225 335.90
2	5660m ²	R 695.00	R 3 933 700.00	R 4 484 418.00
3	5471m ²	R 695.00	R 3 802 345.00	R 4 334 673.30
4	5009m ²	R 695.00	R 3 481 255.00	R 3 968 630.70
5	5005m ²	R 695.00	R 3 478 475.00	R 3 965 461.50
6	5024m ²	R 695.00	R 3 491 680.00	R 3 980 515.20
7	5597m ²	R 695.00	R 3 889 915.00	R 4 434 503.10
8	5105m ²	R 695.00	R 3 547 975.00	R 4 044 691.50
9	3140m ²	R 695.00	R 2 182 300.00	R 2 487 822.00
10	2532m ²	R 695.00	R 1 759 740.00	R 2 006 103.60
11	2470m ²	R 695.00	R 1 716 650.00	R 1 956 981.00
12	2482m ²	R 695.00	R 1 724 990.00	R 1 966 488.60
13	3277m ²	R 695.00	R 2 277 515.00	R 2 596 367.10
14	5105m ²	R 695.00	R 3 547 975.00	R 4 044 691.50
15	6109m ²	R 695.00	R 4 245 755.00	R 4 840 160.70
16	5049m ²	R 695.00	R 3 509 055.00	R 4 000 322.70
17	5304m ²	R 695.00	R 3 686 280.00	R 4 202 359.20
18	4774m ²	R 725.00	R 3 461 150.00	R 3 945 711.00
19	2988m ²	R 755.00	R 2 255 940.00	R 2 571 771.60
20	2980m ²	R 755.00	R 2 249 900.00	R 2 564 886.00
21	3000m ²	R 755.00	R 2 265 000.00	R 2 582 100.00
22	2893m ²	R 755.00	R 2 184 215.00	R 2 490 005.10

Notes: :estimated Transfer Date is 30 September 2011
Erf Sizes may vary to Final Surveyor Generals Plan
Rate per square meter is applicable

Annexure D (Programme)

4.0 SCHEDULE

The basic implementation schedule is shown below

Activity	Start Date	Finish Date
Infrastructure Design (Civil / Electrical Engineers)	15 January 2011	28 February 2011
R.o.D. (Right of Development)	1 February 2011	
Civil / Infrastructure Tenders (Tender)	1 March 2011	21 March 2011
Civils / Infrastructure (Contractor on Site)	1 April 2011	31 August 2011
Building / Construction Tenders (Tender)	1 May 2011	21 May 2011
Building Works (Contractor on Site)	1 June 2011	31 August 2011
Bulk Infrastructure (City of Johannesburg)	1 April 2011	31 July 2011
Sales / Marketing (Pre-sales)	1 August 2010	