



**Ville d' Afrique Home Owners Association NPC**

**Registration number 2000/014893/08**

**Addendum to offer to purchase and sales documentation**

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

**1. SELLER**

Name & Surname/Name of Company/CC/Trust

ID Number/Registration Number of Company/CC/Trust

\_\_\_\_\_

\_\_\_\_\_

Contact Number

Email Address

\_\_\_\_\_

\_\_\_\_\_

**2. PURCHASER**

Name & Surname

ID Number/Registration Number

\_\_\_\_\_

\_\_\_\_\_

Contact Number

Email Address

\_\_\_\_\_

\_\_\_\_\_

Domicilium Address

Name of Company/CC/Trust (where applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registration nr of Company/CC/Trust

\_\_\_\_\_

Contact person

Contact person telephone

\_\_\_\_\_

\_\_\_\_\_

**3. ESTATE AGENT**

Name & Surname

ID Number

\_\_\_\_\_

\_\_\_\_\_

Contact Number

Email Address

\_\_\_\_\_

\_\_\_\_\_

Agency

Agency Registration Number

\_\_\_\_\_

\_\_\_\_\_

Fidelity Fund Number \_\_\_\_\_  
(copy of certificate to be attached)

Sale Price (excl. commission) R \_\_\_\_\_

## **1. Home Owners Association NPC Membership**

By virtue of the purchase of the property/stand, the purchaser, upon transfer, becomes a member of the Ville d' Afrique Home Owners Association NPC, subject to the conditions set out in the Association's Memorandum of Incorporation and as purchaser undertakes that all persons deriving access and use of the Estate 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**

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.

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.

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.

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 transfer of any freehold residential erf, the purchaser will be obliged to pay the amount of R 10 000 (ten thousand rand) or such amount and in such instalments as the directors may resolve upon in their discretion, to the Association or to the Estate d'Afrique Master Owners Association NPC for the purposes of establishing and maintaining a levy stabilization fund.

## **4. Building period**

4.1 In terms of paragraph 7.4.4 of the Memorandum of Incorporation of Port Provence Home Owners Association NPC ("the Company") it is empowered to impose additional levies upon members who have not commenced building on their freehold residential erven on the 01st of January 2018 and completed by the 31st of December 2018.

4.2 Paragraph 7.4.4 of the Memorandum of Incorporation continues to state that such member shall be liable to contribute monthly double his share in levies in respect of each such portion owned by him for the first year following the 31st of December 2018, contribute monthly triple his share in levies in respect of each such portion owned by him for the second year following the 31st of December 2018, contribute monthly four times his share in levies in respect of each such portion owned by him in the third year following the 31st of December 2018 and continue five times his share in levies in respect of each such portion owned by him in the fourth year following the 31st of December 2018 as well as thereafter until building commences on his freehold residential erf and is completed to the satisfaction of the Directors of the Company and the prevailing rules of the Company.

4.3 At the last Annual General Meeting members of the Company gave a clear direction to the Board that the aforementioned additional levies must be imposed without exception.

4.4 The Board of the Company resolved that any member or purchaser of a stand who submits building plans for approval prior to or on 01 December 2018 will be allowed 6 (six) months to get the plans approved and take site handover to commence building during which time the additional levy as per 7.4.4 of the Memorandum of Incorporation shall be applicable, but not payable until it has been determined that the dwelling was not completed within the stipulated timeframe as set out in paragraph 4.5 herein under.

- 4.5 If the member concerned breaks ground and commences building activities during the 6 (six) month period, the additional levy payable as per paragraph 7.4.4 of the Memorandum of Incorporation, shall be accrued but suspended from January 2019 and the member concerned will be allowed a period of 18 (eighteen) months commencing from date of site handover to complete building to the satisfaction of the Directors of the Company and the prevailing rules of the Company.
- 4.6 The Board further also resolved that any existing member who acquires another stand or any purchaser who acquires a stand after 1 December 2018 and who submits building plans to the Company for approval and takes site handover to commence building within 6 (six) months from the date of transfer, will be excused from payment of the additional levy payable as per paragraph 7.4.4 of the Memorandum of Incorporation for a period of 18 (eighteen) months from date of transfer to break ground and complete building on the stand to the satisfaction of the Directors of the Company and the prevailing rules of the Company, failing which rule 12.3 of the Village Rules will come in to effect and penalty levies will apply.
- 4.7 In the event that a member or purchaser submit plans, breaks ground and complete building in the time frames as set out in paragraphs 4.4, 4.5 or 4.6 above, the accrued but suspended additional levies will be waived by the Company, failing which the accrued additional levies will be payable in one instalment on the 19th month if building is not completed to the satisfaction of the Directors of the Company and the prevailing rules of the Company.
- 4.8 The concessions referred to in paragraphs 4.4 to 4.7 will only be valid for the first sale of a stand after 1 December 2018. If subsequent sales of the same stand occur, the levy and additional levies will revert to the terms of the Memorandum of Incorporation as stipulated in paragraph 4.2.
- 4.9 If a stand had been purchased directly from the developer, the new owner will have 12 (twelve) months from date of transfer to commence building and 18 (eighteen) months from date of transfer to complete ("the building period") during which time the additional levy as per 7.4.4 of the Memorandum of Incorporation shall be accrued for but not become payable pending successful completion of building as per the Rules and Memorandum of Incorporation of the Company within this period, failing which the accrued additional levies will become immediately due and payable in the month following the building period. Upon the resale and transfer of an erf acquired from the developer, the terms of paragraphs 4.1 to 4.8 will be become applicable.

## **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 Guidelines, Building Regulations, Town Planning Controls and Environmental Management Plan.

## **6. Rules**

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 the sustainability of each member's investment. 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 an acceptable code by which residents on the Estate may live together. 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**

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

Access will be granted to new owners only once transfer of the property has been confirmed to the Estate office by the Accountants.

## 8. Land Claim Disclosure

The Seller hereby notifies the Purchaser that a land claim has been instituted by the Mekgareng Community and three (3) Others in the Land Claims Court of South Africa, held in Randburg, under Case Number LCC 171/2008, in respect of inter alia the Farm Welgegund Number 491 JQ, 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 claim was published in Government Gazette notice 26778 on 17 September 2004.

In 2005 the Commission for the Restitution of Land Rights consented that the development and sales of properties in the whole of Estate d'Afrique as established on portion 4 of the farm Welgegund 491 JQ may proceed upon the development commencing.

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.

As far as other properties in the Broederstroom area are concerned, there are two separate reports from reputable anthropologists 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 JQ.

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 JQ, Leeuwenkloof 480 JQ Hartbeeshoek 498 JQ and Welgegund 491 JQ (including Weldaba 567 JQ).

It is the opinion of legal counsel of the 26788 Land Claim Action Group that there is little basis for any claim on the Broederstroom area, save for the small portions mentioned above.

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](http://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 [www.estatedafrique.co.za](http://www.estatedafrique.co.za)

9.1.1 Memorandum of Incorporation of the Association

9.1.2 Ville d' Afrique Home Owners 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 Ville d' Afrique Home Owners 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 additional levies, including, but not limited to late building levies 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 Ville d' Afrique.
- 9.5 I/We confirm that we give consent to the Association to process (including but not limited to collect, organize, collate, store and destroy) the Personal Information for various purposes as set out in the Privacy Policy (including but not limited to the administration, management and operations of Estate D Afrique). This includes providing personal information to third parties responsible for providing services.
- 9.6 I/We have no objection to the Association retaining the Personal Information as provided above and will notify the Estate should I wish to have my personal information removed and/or destroyed.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Estate Agent

\_\_\_\_\_  
for Umbani Financial Services CC

\_\_\_\_\_  
Processed by

**Estate Office Stamp**

