

Sterkspruit Mountain Haven

Coffril (Pty) Ltd
Reg no: 2013/192655/07



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FRACTIONAL OWNERSHIP
PORTION HOLIDAY WEEK INVESTMENT
SALE AND PURCHASE CONTRACT
STERKSPRUIT MOUNTAIN HAVEN GUEST FARM

TICK THE APPLICABLE BLOCK:

PORTION	<input type="checkbox"/>
HOLIDAY WEEK	<input type="checkbox"/>
INVESTMENT	<input type="checkbox"/>

THIS AGREEMENT, is entered into this ____ day of _____, 20__ by and between **COFFRIL (PTY) LTD**. Reg.nr 2013/192655/07 contact details Tel: +27(0)83 273 2051. The Company is represented by its Managing Director -hereinafter to be referred to as the "Seller" **DR. A.S. VAN DER MERWE** and "Purchaser" _____

ID _____ Telephone no: _____ Email: _____

Postal address: _____

Residential address: _____

The *Seller* and the *Purchaser* together shall hereinafter be jointly referred to as the "*parties*".

Seller is the contract owner and has the right to sell to the *Purchaser*, a Portion of Land/Holiday Week and/or make an Investment. The buyers will buy from the *Seller*: a Portion of land represented by shares owned by **A S van der Merwe**. A portion of land is represented in shares in the name of **COFFRIL PTY (LTD)** located on the **FARM STERKSPRUIT 296JT (PORTION 24 OF PORTION 8) IN THE PROVINCE OF MPUMALANGA**. Land Survey Map and Share Certificate will be attached to contract. Holiday Weeks and Investments will be part of the Guest Farm.

1. PORTION OF LAND

- 1.1 **SALE PRICE –R1000.00 per square meter(m²) minimum 500 m² R500.000.00** (Five hundred thousand Rand) and payable as follows:
- 1.2 **DEPOSIT R50.000,00**(Fifty thousand Rand) non-refundable which is to cover marketing, registration, actuaries and land surveying services, to be deposited into **COFFRIL PTY(LTD) STANDARD BANK BUSINESS ACCOUNT, BRANCH CODE 052852, ACCOUNT NUMBER 030288398**, within ____ days after acceptance of this offer.
- 1.3 **The balance** of R _____ (_____ Rand), shall be paid to the Company's bank account upon registration. (Bank guarantee to be provided on lawyer's request.)
- 1.4 **A monthly levy** will start at R500 (five hundred Rand) a month. This will cover maintenance of the gravel roads and security.

1.5 Township development. If the government suggest we register a township development it will be solely for the owners account.

1.6 Offers will be considered.

2. HOLIDAY WEEK

2.1 SALE PRICE

Shalom Manor House – Aloe, Fern and Palm Room (shared bathroom) R15.000.00
Lemon Room en suite bathroom – R 20 000.00

Silver Oak 1 & 2 each – R20.000.00 en suite bathroom

Kiepersol 1 & 2 each – R30.000.00 en suite bathroom

2.2 DEPOSIT R5.000.00 (five thousand rand) non-refundable.

2.3 The balance of R _____ (_____ Rand), shall be paid to the Company's bank account upon registration. (Bank guarantee to be provided on lawyer's request.)

2.4 A monthly levy will start at R500 (five hundred Rand) a month. This will cover maintenance of the gravel roads/buildings, furniture and linen as well as security. Holiday Week Owners welcome to visit and make use of our facilities any time of the year subject to availability.

3. INVESTMENT

3.1 Investment Price R100 000.00/R1 000 000.00 (Hundred thousand/One Million Rand)

3.2 Deposit R50 000.00 (fifty thousand Rand)

3.3 The balance of R _____ (_____ Rand), shall be paid to the Company's bank account upon registration. (Bank guarantee to be provided on lawyer's request.)

The Investment Value is based on the present Business Value of Holiday Weeks and Portions to be sold estimated at R40 000 000.00(Forty Million Rand) Further Value can be determent and calculated annually.

IRREVOCABLE OFFER:

This agreement, when signed by the Buyer and submitted to the Seller constitutes an offer to purchase that will bind both parties.

This Contract constitutes the entire agreement between the parties and the "Terms and Conditions" will be governed by the Memorandum of Incorporation of COFFRIL Pty (LTD) NR 2013/192655/07 and the Constitution of STERKSPRUIT MOUNTAIN HAVEN GUEST FARM.

THE PURCHASER

Offer made at _____ on ____/____/20_____

Witness _____ PURCHASER _____

THE SELLER

Signed and accepted at _____ on ____/____/20_____

Witness _____ SELLER _____

THE ESTATE AGENT

I, _____ (Fidelity Fund nr: _____, representing name of the company _____

Accept the benefits conferred upon me in this contract on ____/____/20____

Witness _____ Selling Agent _____

Indemnity for Developer

If there is action from Local or National Government to register as a tourist/guest farm or any other requirements it will be solely for the owners account.