

AGREEMENT OF SALE

AMOSKUIL LIFESTYLE ESTATE

Entered into by and between

DESERT STAR TRADING 281 PROPRIETARY LIMITED

REGISTRATION NUMBER 2005/037019/07

Herein represented by

JOHANN JOACHIM LÜBBE

(hereinafter referred to as "the Seller")

and

NAME OF PURCHASER: _____

IDENTITY/REGISTRATION NUMBER: _____

(hereinafter referred to as "the PURCHASER")

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SCHEDULE

A1. THE SELLER

Full name	DESERT STAR TRADING 281 PROPRIETARY LIMITED REGISTRATION NUMBER 2005/037019/07
Address	
Phone	
E-mail address	

A2. THE PURCHASER

Full name	
Physical Address	
Postal Address	
Phone (Work) Phone (Business)	
Mobile	
E-mail address	

B. PURCHASERS PARTICULARS (for purposes of transfer)

B1. IF A CORPORATE BODY

Name of corporate body		
Registration Number		
VAT Number		
DIRECTORS/MEMBERS/TRUSTEE DETAILS		
Name	Identity Number	Address

B2. IF A NATURAL PERSON

Marital Status	
Date and place of marriage	
In or out of community of property	
Antenuptial contract number	
Place of ANC registration	
Marriage in terms of Muslim Rites	
Married, the marriage being governed by the laws of (insert name of country, if not South African)	
Full name of spouse	
Identity Number/ Passport Number	
Identity number/ Passport number of spouse	

C. THE PROPERTY SOLD

THE PROPERTY HEREBY SOLD IN THE AMOSKUIL LIFESTYLE ESTATE

PORTION NUMBER	
OF PORTION 3 OF THE FARM AMOSKUIL, NO. 997, MALMESBURY	
EXTENT (IN HECTARES)	
LAND ZONING	

HEREINAFTER REFERRED TO AS "THE PROPERTY" AND INDICATED BY THE PORTION NUMBER ON THE SUBDIVISION PLAN ATTACHED HERETO AND MARKED "ANNEXURE A"

D. PURCHASE PRICE inclusive of Value-Added Tax at 15%

PURCHASE PRICE	R
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E. PAYMENT OF PURCHASE PRICE

TOTAL PURCHASE PRICE	R
DEPOSIT	R

BALANCE OF PURCHASE PRICE ON TRANSFER	
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The PURCHASER shall pay a deposit of 10% (ten percent) of the purchase price against signature of this Agreement. In the event of the PURCHASER being a non-resident of the Republic of South Africa, such PURCHASER shall be obliged to pay a 20% (twenty percent) deposit.

F. ESTIMATED MINIMUM MONTHLY LEVY PAYABLE

IN RESPECT OF THE PROPERTY	
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G. BOND (Indicate if required)

Amount required	R
Date by which bond must be granted	R
To which institution application to be made by SELLER on behalf of PURCHASER	Bond application by any mortgage bond originator nominated by the SELLER. Application to be made to various banks.

In the event that this paragraph G is not completed then it is agreed that the Agreement will not be subject to mortgage finance and will constitute a cash offer by the PURCHASER.

H. SELLING AGENT

Name	
Phone	
Email address	

I. CONVEYANCERS

Name of firm	KEMP & ASSOCIATES
Business address	8 Church Street, Durbanville, 7550
Postal address	PO Box 478, Durbanville, 7551
Telephone Number	021 979 3280
E-mail	samantha@kemplaw.co.za
Name of contact person	Samantha Bossenger

STANDARD CONDITIONS

RECORDAL

WHEREAS The SELLER is the registered owner of PORTION 3 OF THE FARM AMOSKUIL NO. 997, IN THE SWARTLAND MUNICIPALITY, DIVISION MALMESBURY, IN THE PROVINCE OF THE WESTERN CAPE 51,4873 HECTARES (Fifty one comma four eight seven three hectares)

The Developer intends establishing a lifestyle estate on the land.

The PURCHASER wishes to purchase an erf in the lifestyle estate to be registered.

The SELLER and PURCHASER enter into this Agreement to agree the terms and conditions of the sale of the erven, as well as all matters incidental hereto.

NOW THEREFORE THE PARTIES AGREE AS SET OUT HEREUNDER

1. INTERPRETATION

For the purpose of this Agreement, unless the context indicates otherwise:

"Act" or "Deeds Registries Act" means the Deeds Registries Act No. 47 of 1937 or any amendments thereof, and regulations promulgated in terms thereof;

"Common Property" means those portions of land not forming part of any section, (and/or exclusive use area/private use area) in the development and constituted as common property in terms of the Act;

"Constitution" means the Constitution of the Owners Association, a copy of which the Purchaser records has been handed to him/her/it who hereby confirms that he/she/it has read the said Constitution;

"Conveyancers" means Kemp & Associates, 8 Church Street Durbanville
Telephone: (021)979 3280, Contact Person: Samantha Bossenger

"Developer" means the Seller for the purposes of this agreement;

"Land" means of a portion of Portion 3 of the Farm Amoskuil no. 997, in the Swartland Municipality, Division Malmesbury, in the Province of the Western Cape and indicated by the portion number on the subdivision plan attached hereto and marked "Annexure A"

"Land Surveyor" means CK Rumboll & Partners, 16 Rainier Street, Malmesbury, Mornay Herling, Telephone: (022) 482 1485 appointed by the SELLER, to act as such from time to time in respect of the development or a member of a firm so appointed;

"Occupation Date" means the date upon which the property is available for beneficial occupation and in respect of which the PURCHASER;

"Plans" means Architects/Engineers Plans;

"PURCHASER" means the PURCHASER described in paragraph A2 of the Schedule together with his successor in title, heirs, executors, administrators or assigns;

"Quantity Surveyor" means the quantity surveyor appointed by the SELLER, to act as such from time to time in respect of the development or a member of a firm so appointed;

"Rules" means the Rules as embodied in the Constitution (a copy of which the Purchaser records has been handed to him/her/it who hereby confirms that he/she/it has read the said Constitution) and the Conduct Rules set out in Annexure B hereto;

"SELLER" means the SELLER described in paragraph A1 of the Schedule together with its successors in title.

"Trustees" means the Trustees of the Homeowners Association as determined in terms of the Constitution;

Words and expressions defined in the Act shall have the meanings therein defined and pending the registration of the General Plan in respect of the SELLER'S property, shall apply mutatis mutandis to the areas of which the erven comprises of.

Unless the context indicates otherwise, words in this Agreement importing any one gender shall include the other two, and words importing the singular shall include the plural and vice versa.

The head notes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

The provisions of the Schedule, recordal and annexures to this Agreement shall be deemed to be incorporated in and form part of this Agreement.

2. SALE

The SELLER sells to the PURCHASER who purchases from the SELLER the Property to be established in terms of the Deeds Registries Act as described (read with the annexures hereto) and at the purchase price stated in paragraph D of the Schedule.

3. PURCHASE PRICE

The purchase price reflected in paragraph D of the Schedule is payable as follows:

- 3.1 the deposit payable as per paragraph E of the Schedule in cash or bank guaranteed cheque against signature hereof which shall be held in trust by the SELLER'S Conveyancers in an interest bearing account pending registration of transfer, for which investment this Agreement shall be sufficient authority. All

interest earned on the deposit shall accrue to the PURCHASER. The deposit shall not be paid to the SELLER until registration of transfer, or until it shall become otherwise payable in terms hereof;

- 3.2 the payments referred to in clause 3.1 above shall be held in trust by the Conveyancers and shall be paid to the SELLER against transfer. The Conveyancers are irrevocably authorized to invest such deposit in an interest bearing account in terms of Section 86(3) of the Legal Practice Act No 28 of 2014, with a bank or other financial institution of their choice. All interest earned shall accrue to the PURCHASER pending registration of transfer. The PURCHASER hereby agrees to pay an administrative fee levied by the said transferring attorneys in respect of the said investment and further consents that such interest earned on the said deposit is to be utilised by the transferring attorneys to set off occupational interest due to the SELLER from date of beneficial occupation to date of registration of transfer;
- 3.4 in the event of the rate at which VAT is chargeable being amended after the date of signature hereof by the PURCHASER and in circumstances in which the amended rate will apply to this transaction, then the purchase price shall be adjusted accordingly, the intention being that the SELLER shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable;
- 3.5 all payments shall be made to the transferring attorneys Kemp and Associates and may be directly deposited into their Trust Account Number 103 629 8051 held at Nedbank, The Bridge, ACB Code: No 198765. In the event of such a direct deposit, confirmation thereof must be emailed to samantha@kemplaw.co.za, attention: Samantha Bossenger. In the event of the PURCHASER failing to notify the transferring attorneys of any deposit made the transferring attorneys shall not be liable to account for any loss in interest.

4. INTEREST

- 4.1 Any interest payable by the PURCHASER in terms of this agreement shall mean interest at the prime rate on overdraft facilities being that rate charged by NedBank Limited to its best customers in the private sector on unsecured loans from time to time. A certificate signed by the manager of any branch of the said bank shall be sufficient proof of the said prime rate charged from time to time.

5. GENERAL PLAN

- 5.1 The PURCHASER shall not be entitled to claim cancellation of this Agreement or any reduction in the purchase price by reason of any minor alteration to the portion number, size, location or any section, or any increase in their number, to that shown on the plans annexed hereto. The PURCHASER undertakes to accept transfer of the erf as may be re-defined and re-numbered in the Sectional Plan approved by the relevant local authority and the Surveyor General. For purposes of clarity and good order, a minor alteration in size shall be an increase or decrease in the area of the erf not greater than 1% (one percent).
- 5.2 The Land-Surveyor shall have the sole decision upon whether a deviation referred to in clause 5.2 above is minor and his decision shall be binding on the parties.

6. OCCUPATION/POSSESSION

- 6.1 Occupation of the property by the PURCHASER or anybody through the PURCHASER shall not create a tenancy, that is to say, in the event of this agreement being cancelled all rights to the occupation of the property area shall lapse and the property shall be vacated forthwith. Possession and therewith the risk and benefit of the erf shall pass to the PURCHASER on transfer.
- 6.2 Occupation shall not be given to the PURCHASER in the event that he has not complied with all his obligations in terms of this Agreement but which shall not absolve the PURCHASER from having to pay occupational interest as from the applicable date which is determined in terms of clause 4 to date of registration of transfer.

7. OCCUPATIONAL RENTAL (if applicable)

- 7.1 From the occupation date until registration of transfer of the erf, where applicable, into the name of the PURCHASER, the first date inclusive, the second date exclusive, the PURCHASER shall pay occupational rental to the SELLER in the amount set out in paragraph F of the Schedule, which occupational rental shall be paid monthly in advance from the occupation date to the transfer aforesaid and pro rata in respect of any portion of a month.

8. HOMEOWNERS ASSOCIATION

The PURCHASER agrees that:

- 8.1.1 immediately on becoming the registered owner of the Property the PURCHASER will automatically become a member of the Homeowners Association and will be and remain bound by its rules for so long as the PURCHASER is a registered owner;
- 8.1.2 should the PURCHASER sell the Property the PURCHASER will ensure that his PURCHASER is made fully aware of the existence of the Homeowners Association and the fact that such successor PURCHASER will automatically become a member of the Homeowners Association.

9. CONSUMER PROTECTION ACT

- 9.1 No provisions in this contract shall preclude the PURCHASER from exercising its/his/her rights in terms of Section 56 of the Consumer Protection Act, No. 68 of 2005 to the extent that they may be applicable, the provisions of which are documented in Annexure 7 hereto.

10. TRANSFER

- 10.1 Transfer shall not be passed to the PURCHASER, notwithstanding anything to the contrary herein contained, until such time as the total purchase price and all other amounts for which the PURCHASER may be liable in terms hereof to the date of transfer have been paid, and/or payment thereof has been secured as herein provided.

- 10.2 It is recorded that the transfer date shall be as close as possible to the occupation date as defined herein.
- 10.3 Transfer of the erf shall be effected by the SELLER'S Conveyancers and all expenses of and incidental to the preparation and registration of the transfer and Conveyancers' fees in respect of such transfer and cession, shall be borne by the PURCHASER. The PURCHASER shall be liable for all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the purchase price herein. The PURCHASER shall within 7 (seven) days of being so requested by the SELLER'S Conveyancers, furnish the SELLER'S Conveyancers with such signature and/or documentation as required and/or payment of costs referred to above. These costs are due and payable on demand and may not be set-off against the interest which may have accrued on the deposit as paid by the PURCHASER and held in trust by the Conveyancers.
- 10.4 In the event of the PURCHASER failing to comply within 3 (three) days of being requested by the SELLER'S Conveyancers, to furnish the said Conveyancers with signed documents or documentation of whatever nature necessary for effecting transfer, or where applicable to ensure that the mortgage bond documentation or ancillary documentation is satisfactorily completed (and the widest possible interpretation shall be used in respect of the terms hereof), then ipso facto on the fourth day after such request the obligation to pay occupational rental shall lapse and the PURCHASER shall pay to the SELLER penalty interest, at the rate mentioned in clause 4 above, calculated from the said fourth day until the date of transfer, both dates inclusive. In the event of registration of transfer to the PURCHASER being delayed as a consequence of a default on the part of the PURCHASER, then similarly to the terms of the preceding clause, the obligation to pay occupational rental shall ipso facto lapse on the date transfer would, but for the default, have been registered, and the PURCHASER shall pay to the SELLER monthly in advance interest on the full purchase price, less any amount actually paid to the SELLER on account thereof, at the rate mentioned in clause 4 above calculated from the date transfer would have been possible had it not been for the default of the PURCHASER, until the date of actual transfer, both dates inclusive. The terms of this sub-clause shall not be applied in addition to the terms of clause 10.3 above but as an alternative thereto as circumstances dictate.
- 10.5 The PURCHASER acknowledges and accepts that the PURCHASER has bought property in a development where a development mortgage bond is likely to have been utilized by the Developer; and thus transfer to the PURCHASER will be simultaneous with transfers to other Purchasers necessitated by the Property sold having to be released from the operation of the mortgage bond. Accordingly the PURCHASER acknowledges and accepts that lodgement of the PURCHASER's transfer documents at the deeds office shall be entirely in the discretion of the SELLER'S Conveyancers and the PURCHASER's obligation to pay occupational rental or interest, as the case may be, shall remain, and be unaffected by any delay occasioned by the above.

11. BREACH

11. Should the PURCHASER fail to pay any amount, or fail to provide the guarantee(s) required in terms of this Agreement on due date, or should the PURCHASER commit a breach of any other of the terms and conditions of this Agreement and remain in default for 7 (seven) days (unless such breach occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7(seven) day period may at the election of the SELLER be reduced to 24 (twenty four) hours after dispatch of a written

notice requiring payment and/or delivery of the guarantee(s) and/or requiring such breach to be remedied, the SELLER shall be entitled without prejudice to any other rights of the SELLER in law:

- 11.1 to cancel the sale in which event the PURCHASER shall forfeit all monies paid to the SELLER and/or the SELLER'S agents or conveyancers in terms hereof, including monies paid as a deposit to such conveyancers together with any interest earned thereon; and the SELLER'S agents or conveyancers shall be obliged to pay the deposit together with such interest to the SELLER. Such cancellation shall be without prejudice to the SELLER'S other legal rights and remedies and the right to claim damages.
- 11.2 to claim immediate payment, of the whole of the purchase price and the fulfilment of all the terms and conditions hereof.
- 11.3 In the event of the cancellation of this Agreement in terms of the previous paragraph, or the breach of any condition hereof that may result in this Agreement becoming null and void, or the SELLER resiling from this Agreement as provided herein, the PURCHASER shall not be entitled to claim any compensation in respect of any improvements and additions made to the Property and the PURCHASER shall vacate the Property and ensure that it is vacated by any persons occupying the Property on the authority of the PURCHASER.
- 11.4 Occupancy of the Property by the PURCHASER or persons on the authority of the PURCHASER shall not create a tenancy.

12. NOTICES AND DOMICILIA

- 12.1 The parties to the Agreement choose the addresses set out in paragraphs A1 and A2 of the Schedule as their respective exclusive addresses ("domciliium") for all purposes arising here out and as their respective addresses for the service of any notices required to be served upon them hereunder.
- 12.2 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice by telefax.
- 12.3 Either party may by notice to the other change the physical address chosen as its/his exclusive address, or may advise a telefax number or change the telefax number; provided that such change(s) shall only become effective on the sixth business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.

Any notice to a party shall:

if sent by pre-paid registered post, be deemed to have been received on the fourth business day after posting unless the contrary is proved;

if delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day;

if sent by telefax, shall be deemed to have been received on the date of dispatch or on the next business day if the time of dispatch is not on a business day unless the contrary shall otherwise be proved.

- 12.4 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a party to this Agreement shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at the chosen exclusive address or transmitted to such party's telefax number as stipulated herein.

13. SELLING AGENTS COMMISSION

13. The PURCHASER warrants that it was not introduced to the Erf, or this Agreement, by any agent other than the selling agent/s named in paragraph I of the Schedule. The PURCHASER accordingly indemnifies the SELLER and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be made against/suffered by the SELLER arising out of a breach of any of the foregoing warranty. In the event of this Agreement being cancelled as a consequence of a breach on the part of the PURCHASER, the PURCHASER shall be liable for any sales commission due by the SELLER to the agent who sold the erf. The agent by his signature hereto acknowledges that in the event of this Agreement not being proceeded with, for any reason, by the SELLER, then and in such event the SELLER shall not be liable to the agent for any sales commission. The Seller shall pay to the agent commission 6 days after registration of transfer.

14. JURISDICTION/COSTS

- 14.1 The PURCHASER hereby consents in terms of section 45 of the Magistrate's Court's Act No 32 of 1944, as amended, to the jurisdiction of any Magistrates' Court having jurisdiction over its person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such court. The SELLER shall, however, have the right to institute action in any other court of competent jurisdiction.
- 14.2 The PURCHASER agrees that, in the event of the SELLER instructing its attorneys and/or taking legal proceedings against the PURCHASER pursuant to a failure by the PURCHASER to fulfill any of its obligations in terms hereof, then the PURCHASER shall pay all legal costs plus VAT incurred by the SELLER in connection therewith as between attorney and own client, including collection commission laid down at the tariff rate applicable.

15. JOINT AND SEVERAL LIABILITY

Should this Agreement be signed by more than 1 (one) person as PURCHASER the obligations and liability of all the said signatories shall be joint and several.

16. TRUSTEE

- 16.1 If this Agreement is entered into by the signatory for the PURCHASER in his capacity as trustee for a trust, company or close corporation to be formed then:

16.1.1 the said signatory, by his signature hereto, hereby binds himself in favour of the SELLER as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of this Agreement or any cancellation hereof; and

16.1.2 without prejudice to the provisions of clause 16.1 above, in the event of such company or close corporation not being formed within 60 (sixty) days after the date of signature of this Agreement by

the PURCHASER, and/or failing to ratify al)d make the provisions of this Agreement binding upon itself, and/or failing within 7 (seven) days to deliver to the conveyancers the originals or notarially certified copies of its certificate of incorporation, memorandum and articles of association, certificate to commence business and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its founding statement, any applicable association agreement (or ratification and adoption of this sale, in the case of a close corporation, then and in any such event, the said signatory shall be personally liable in terms hereof as if he had been contracted in his own personal capacity.

17. COMPANY/CLOSE CORPORATION/TRUST

If this Agreement is signed as PURCHASER by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company, close corporation not yet formed), he shall be deemed to warrant that he is duly authorised so to sign this Agreement and shall by his signature hereto bind himself in favour of the SELLER as surety and co-principal debtor in solidum with such company, close corporation or trust under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company, close corporation or trust in terms of or arising out of this Agreement or any cancellation hereof.

18. DIRECT MARKETING & COOLING OFF PERIOD

The Purchaser, in the event of having concluded this agreement as a result of Direct Marketing as defined in the provision of the Consumer Protection Act No. 68 of 2008, confirms that he/she/it has been informed of his/her/its "Cooling Off Rights" as provided for in Section 16 read with Section 20(2)(a) of the aforementioned Act, to rescind a transaction, without reason or penalty, within 5 (five) business days of the date specified in the Act as read with the Regulations of the Act.

19. THE ESTABLISHMENT OF THE OWNERS' ASSOCIATION

19.1 The PURCHASER and any successor-in-title shall become a member of the Homeowners Association upon registration of transfer of the Property or any part thereof into its name and shall be bound by the Rules and all rules and regulations issued pursuant thereto from time to time.

19.2 The PURCHASER undertakes and warrants that it will take such steps as are necessary to familiarize itself with the Rules and any regulation(s) or resolution(s) passed by the HOME OWNERS ASSOCIATION from time to time and by which the PURCHASER shall be bound as if incorporated herein, including the

restriction against alienation of the Property or any part thereof, in the event of levies remaining outstanding or non-compliance with the regulations of the HOME OWNERS ASSOCIATION.

- 19.3 The PURCHASER shall pay all such levies and any increases in levies as may be imposed by the HOMEOWNERS ASSOCIATION from time to time on the due date. The PURCHASER shall be liable for the levies applicable to the Property as from the occupation date.
- 19.4 The PURCHASER further acknowledges that he/she/it is aware that as per the attached Rules and/or Constitution marked "Annexure B".
- 19.5 The Developer has the exclusive right as regards the signage to be affixed to the interior and exterior of the building as well as to the right to sell, let or otherwise alienate such rights for its own benefit and account.

20. HOMEOWNERS ASSOCIATION LEVIES

- 20.1 The PURCHASER shall be liable from date of occupation for levies payable to the HOME OWNERS ASSOCIATION as if the PURCHASER was the registered owner of the Property. The anticipated levies are as indicated in paragraph G of the Schedule.
- 20.2 Such levies shall be paid monthly in advance on the first day of each and every month provided that if the date of occupation falls on any other than the first day of a month, then the PURCHASER shall be obliged to pay a pro rata share of the levies due for the month in which date of occupation occurs.
- 20.3 Such levies shall be paid to the SELLER until the transfer date.
- 20.4 The liability for levies shall be determined as set out in the Rules.

21. SOLE CONTRACTUAL RELATIONSHIP

- 21.1 The parties hereto acknowledge that this Agreement represents the entire Agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever express or implied have been made by either party or their agents other than as set forth in this Agreement.
- 21.2 No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.
- 21.3 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
- 21.4 The PURCHASER acknowledges that the SELLER or its agents may have utilised artistic, architectural, photographic and other visual presentation material, including but not limited to, models, brochures and pamphlets in presenting the proposed development and the erf/erven hereby purchased and sold which the PURCHASER acknowledges that such visual presentation has been prepared and distributed as

advertising material only. Whilst acknowledging the provisions of Section 29 of the Consumer Protection Act, No. 68 of 2005 (see Annexure 7) to the extent that it may be applicable, to which extent the PURCHASER'S rights will in no way be precluded hereby, the SELLER shall not be bound in respect of any information stated therein or the impression conveyed thereby and the parties shall be bound by the terms contained in this agreement only.

21.5 The Seller shall be entitled at any time to cede any or all rights in terms of this Agreement of Sale to any person and the Purchaser hereby agrees and consents to such Cession.

22. SUSPENSIVE CONDITIONS

This agreement of sale is subject to the following suspensive conditions:

22.1 That the SELLER attains the following percentage of pre-sales: ____ % (to be confirmed by Seller); and

22.2 That the SELLER obtains the necessary development funding from a financial institution of its choice.

23. OFFER ACCEPTANCE

In as much as this Agreement, signed by the PURCHASER and delivered to the SELLER, shall constitute an offer to purchase for the erf, such offer shall not be capable of being withdrawn and shall remain open for acceptance by the SELLER signing same within 30 (thirty) days after the date of signature thereof by the PURCHASER.

SIGNED BY THE PURCHASER AT _____ ON 2022

AS WITNESSES

1. _____

2. _____

SIGNED BY THE SELLER AT _____ ON 2022

AS WITNESSES

1. _____

2. _____

The PURCHASER confirms that he has chosen English as the language of this Agreement.

If any provision of this Agreement is in conflict or inconsistent with law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.

Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.