

AGREEMENT OF SALE OF PROPERTY

Made and entered into by and between:

IRENE LAND CORPORATION PROPRIETARY LIMITED

Reg. No. 1997/019751/07

POSTAL ADDRESS: PO Box 444, IRENE, 0062

TELEPHONE NO: (012) 345-5400

FAX NUMBER: (086) 6710 187

(hereinafter referred to as "the Seller")

and

NAME (NATURAL OR JURISTIC PERSON):																			
IDENTITY / REGISTRATION NO:																			
STREET ADDRESS:																			
POSTAL ADDRESS:																			
TELEPHONE NO.	()	TELEFAX NO.		()															
CELLULAR NO.		E-MAIL																	
MARITAL STATUS		<u>q-IN ~ or q-OUT of community of property or q-ANC</u>																	
INCOME TAX REFERENCE NUMBER																			
SPOUSE'S FULL NAMES																			
SPOUSE'S IDENTITY NO.																			

ERF:		Irene Extension 93/94 – a Township situated on Portion 819 of the farm Doornkloof 391, Registration Division J.R Gauteng.
LAND PRICE:	R	()
DEPOSIT:	R	()
LOAN AMOUNT:	R	()
APPROX LEVY :	R	()

(hereinafter referred to as "the Purchaser")

1. DEFINITIONS

- 1.1 THE ACT : means the Alienation of Land Act, No.68 of 1981 as amended and all regulations thereunder;
- 1.2 APPROPRIATE AUTHORITY: Means any Metropolitan Municipality, Local Council or Authority empowered by law to act in respect of the LAND DEVELOPMENT AREA (TOWNSHIP) or the PROPERTY, and the PROPERTY OWNERS' ASSOCIATION in terms of Clause 8 hereof;
- 1.3 CONDITIONS OF ESTABLISHMENT: means the conditions under which the LAND DEVELOPMENT AREA (TOWNSHIP) has been declared an Approved Land Development Area;
- 1.4 DATE OF SALE: means the later of the dates of signature by either the PURCHASER or the SELLER;
- 1.5 AGREEMENT OF SALE: means this AGREEMENT OF SALE entered into between the SELLER and the PURCHASER in respect of the PROPERTY;
- 1.6 ESSENTIAL SERVICES: means services in respect of electricity and water supply, sewage removal, storm-water, and any other services deemed as essential services by law;
- 1.7 APPROVED PLAN: means General Plan S.G. No.1058/2010,
- 1.8 THE LAND: means Portion of the Remaining Extent of Portion 540 of the Farm Doornkloof 391 JR on which the LAND DEVELOPMENT AREA (TOWNSHIP) has been established;
- 1.9 MEMORANDUM AND ARTICLES: means the Memorandum and Articles of Association of the PROPERTY OWNERS' ASSOCIATION, and which forms part of this agreement;
- 1.10 DEVELOPMENT FACILITATION ACT: Means the Development Facilitation Act, Act 67 of 1995 as amended ("DFA");
- 1.11 PROCLAMATION: means the declaration of IRENE EXTENSION 93/94 LAND DEVELOPMENT AREA (TOWNSHIP) in which the PROPERTY is situated, as an Approved Land Development Area by Notice in the Provincial Gazette
- 1.12 THE PROPERTY: means the stand in the LAND DEVELOPMENT AREA (TOWNSHIP) purchased by the Purchaser in terms of this AGREEMENT OF SALE;
- 1.13 PURCHASER: means the Purchaser named in the AGREEMENT OF SALE, and includes its Successors-in-title;
- 1.14 PURCHASE PRICE: means the purchase price of the PROPERTY as stated in the AGREEMENT OF SALE, including VAT;
- 1.15 SELLER: means IRENE LAND CORPORATION PROPRIETARY LIMITED and includes its nominees, and Successors-in-title;
- 1.16 SELLER'S CONVEYANCERS: means Messrs. BOSHOFFS INC., appointed to act for the purposes of these conditions of sale:
- 2nd FLOOR THE GRAIN BUILDING
477 Witherite Road,
Die Wilgers
- Contact person:
Ian Miller
Telephone No. (012) 8071989
Fax No. 0866 710 187
- 1.17 LAND DEVELOPMENT AREA: means the LAND DEVELOPMENT AREA (TOWNSHIP) of Irene (or LDA) Extension 93/94;

- 1.18 PROPERTY OWNERS ASSOCIATION (POA): means a Company with Registration Number, 2007/010151/08, formed in terms of Section 21 of the Companies Act No.61 of 1973, for the purpose of Administering and Managing rights and obligations of access in the Land Development Area, which is deemed to be a competent authority for the purposes of Clauses 8 and 9 of this Agreement and is known as QUATTRO FONTANE PROPERTY OWNERS' ASSOCIATION.
- 1.19 GRANTING OF LOAN: shall mean the granting by a financial institution, acceptable to the Seller, in the form of a written confirmation of approval of the loan, subject to the usual conditions pertaining to bonds of this nature ;

2. INTRODUCTION AND RECORDAL

WHEREAS the Seller is the registered owner of, and has established a LAND DEVELOPMENT AREA (TOWNSHIP) on the original Portion of the Remaining Extent of 540 of the Farm Doornkloof 391, Registration Division J.R., Gauteng;

AND WHEREAS the LAND DEVELOPMENT AREA (TOWNSHIP) was approved on the 3rd November 2010 and the Subdivision Register has been opened in the Deeds Office and the Seller is entitled to sell the property to the Purchaser for Sale in terms of Section 38(1) of the DFA or any suitable legislation;

AND WHEREAS the Purchaser wishes to purchase a stand in the LAND DEVELOPMENT AREA (TOWNSHIP)("the property");

AND WHEREAS the Seller and Purchaser hereby record the terms and conditions of their agreement in writing;

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

3. SALE OF PROPERTY

The Purchaser hereby offers to acquire the property from the Seller and the Purchaser hereby adopts the terms and provisions of this purchase for the purchase price and on the terms and conditions set out herein, certain Stand Number depicted on Page 1 of this Agreement in the LAND DEVELOPMENT AREA (TOWNSHIP) of Irene Extension 93/94, being of the size indicated on Page 1 of the agreement ("the Property"), as indicated on the attached plan of the Land Development Area, with which plan the Purchaser declares itself to be acquainted.

4. PURCHASE PRICE

The purchase price is the amount recorded on Page 1 of the Agreement which shall be payable by the Purchaser as follows:

- 4.1 A deposit in the amount indicated on Page 1 of the Agreement, on conclusion of this agreement to the Seller's Conveyancers who will invest it in trust until the date of transfer and upon such transfer will be paid to the Seller. The deposit will be held in an interest bearing trust account in terms of Section 78(2A) of the Attorneys Act, No. 53 of 1979. The Purchaser shall not apply set-off between the said interest earned and any portion of the purchase price. Signature of this document by the Purchaser constitutes the necessary authority to the Seller's Conveyancers to invest the amount of the deposit with an A1 Financial Institution. The Seller's conveyancer will use his best endeavours to negotiate the best possible interest rate in respect of the invested funds, but gives no guarantee in respect of the interest rate and the interest rate may fluctuate from time to time. This clause constitutes the necessary written mandate to invest the funds and includes a professional administration fee which shall be 1% per annum of the invested funds and which will be deducted from the interest earned and is payable to the Seller's Conveyancer.
- 4.2 The balance (nett of the deposit) shall be paid to the Seller against registration of transfer into the name of the Purchaser or his/its nominee, and which shall be secured by guarantees issued in favour of the Seller or its nominee by a licensed financial institution acceptable to the Seller, in a form satisfactory to the Seller, for the full balance of the purchase price.
- 4.3 The guarantees referred to herein, shall be issued in favour of the Seller or its nominee and shall contain an undertaking (conditional or unconditional) to pay the guaranteed amount against registration of transfer of the property into the name of the Purchaser and shall be deposited with the Seller's attorneys within 45 (forty five) days of date of approval in clause 5 below.

- 4.4 Without prejudice to, but in addition to any other rights which the Seller then may have, the Seller will be entitled to payment of interest by the Purchaser on all amounts due in terms of this agreement, but which are in arrear, from date of being advised of the arrear amount until date of rectification by means of payment. Such interest will be calculated at a rate equal to the publicly quoted prime lending rate of interest charged from time to time by any A1 banking Institution, on unsecured overdrafts to its most favoured customers, plus 3% per annum. A certificate signed by any manager of any branch of the said bank will be prima facie evidence of the said interest rate and the person purporting to issue the certificate will not have to prove his office as such. The purpose of this clause is not to give the Purchaser a right to postpone any payment.
- 4.5 Should the transfer be delayed by the Purchaser's fault, the Seller will be entitled to payment of interest on the unpaid portion of the purchase price at the rate stipulated in 4.4 for the period of the delay. The purpose of this clause is not to give the Purchaser a right to delay the transfer.
- 4.6 As soon as the Seller shall have signed this document a binding agreement of purchase and sale shall come into being between the Seller and the Purchaser in spite of the fact that the Seller may not have communicated the fact of such signature and/or acceptance to the Purchaser. No notice to the Purchaser of the Seller's acceptance of the offer is required to bring about the agreement.

5. SUSPENSIVE CONDITION

This offer is subject to the granting of a loan for the balance of the purchase price within 30 (thirty) days of signature of this Agreement by a registered bank or building society at such rate of interest and/or on such conditions as are stipulated by the bank or building society to which the application for the loan is being made. The Purchaser undertakes to cooperate and to obtain such loan and to apply for such loan within a period of 10 (ten) working days from date of acceptance hereof. On the granting of the loan by the financial institution this condition shall be deemed to have been fulfilled.

6. OCCUPATION/POSSESSION

- 6.1 Occupation and possession of the Property shall be given to the Purchaser on date of transfer, from which date the Property shall be at the sole risk, profit and loss of the Purchaser. The Purchaser shall be liable for and pay to the Seller or the Local Authority concerned, if the Seller so directs, all rates and taxes, including sewer rates, and other charges levied upon the property by the Local Authority or any other competent Authority, and the Purchaser shall refund to the Seller all such amounts paid by the Seller in respect of any period after the date on which occupation of the Property is given to the Purchaser.
- 6.2 Should the Purchaser fail to pay any of the rates, taxes and other charges levied in respect of the Property in terms of this Agreement (including levies payable to the Property Owners' Association), the Seller shall be entitled but not obliged (without prejudice to any right which the Seller may otherwise have as a result of that breach), to effect payment thereof on behalf of the Purchaser and to recover such payments from the Purchaser together with interest thereon at the rate stipulated in clause 4.4 above.

7. APPLICATION OF PAYMENTS

- 7.1 All payments made by the Purchaser to the Seller in terms of this Agreement (notwithstanding any contradictory instruction by the Purchaser), shall be applied firstly in payment of all unpaid rates and taxes, charges, and other imposts levied on the property by the Local Authority or any other competent Authority, secondly, in payment of any interest due at the date of such payment, and thereafter in reduction of the balance of the purchase price.
- 7.2 Any amount refundable by the Purchaser to the Seller (which is recoverable by the Seller from the Purchaser in terms of this Agreement) and which is not refunded by or recovered from the Purchaser by the date when the property is capable of registration (with the exception of the Property Owners' Association levies), shall be capitalised and deemed to form portion of the balance of the purchase price outstanding at such date.

8. PROPERTY OWNERS' ASSOCIATION

- 8.1 The Purchaser acknowledges that it is aware that it is the Seller's aim to achieve a high standard of development within the Land Development Area. The Purchaser acknowledges being aware of the existence of a Property Owners' Association namely, Quattro Fontane Owners Association no. 2007/010151/08 (a Company incorporated in terms of Section 21 of the Companies Act No. 61 of 1973) whose members will all be owners/registered owners of property in the LAND DEVELOPMENT AREA (TOWNSHIP) and accordingly, the provisions of the Memorandum and Articles of Association and rules of the Property Owners' Association shall pertain to the Property and the Purchasers thereof.

- 8.2 The objectives of the Property Owners' Association are contained in the Memorandum and Articles of that Company. In order to enable the Property Owners' Association to fulfil the functions for which it was established, the Purchaser hereby acknowledges that by signature of this Agreement of Sale, the Purchaser, shall be deemed to have applied for membership of the Property Owners' Association, in which permanent membership will be granted to the Purchaser on registration of the transfer of the Property into the Purchaser's name. The Purchaser acknowledges that he/it will be obliged to honour the Rules of the said Association as resolved from time to time, and specifically agrees that, notwithstanding any other provisions of this Agreement, or of the Articles of the Property Owners' Association, to the contrary, after the Purchaser has entered into a binding agreement of sale with the Seller, all rights and obligations pertaining to both Seller and Purchaser in respect of the Property Owners' Association shall pertain to the parties.
- 8.3 The Purchaser acknowledges that the LAND DEVELOPMENT AREA (TOWNSHIP) is part of a Securitised Estate. This LAND DEVELOPMENT AREA (TOWNSHIP) encompasses security fencing, controlled access/egress, and other security measures designed to promote the safety and security of occupants of the Land Development Area.
- 8.4 The Purchaser acknowledges that a servitude of right of way for security purposes has been or will be registered over each and every Stand in the LAND DEVELOPMENT AREA (TOWNSHIP) which has a boundary on the perimeter boundary of the LAND DEVELOPMENT AREA (TOWNSHIP) itself. The Servitude is to be registered in favour of the Property Owners' Association and the control and use of this servitude will be determined by Resolution of the Association from time to time.
- 8.5 A servitude of Right of Way in favour of the Property, over each Access Security Stand, will be registered on or after proclamation (Approval) of the LAND DEVELOPMENT AREA (TOWNSHIP) and from such date the security and maintenance levies shall become payable by the Purchaser herein. The terms and conditions of the servitude of Right of Way shall reflect the conditions relating to the payment of security levies together with other matters incidental thereto, and the Purchaser herein does irrevocably appoint the Seller as his Agent for the purposes of establishing the security system and registering the servitudes previously mentioned.
- 8.6 The Purchaser hereby agrees as follows:
- 8.6.1 to abide by the Memorandum and Articles and adhere to any rules or by-laws made by the Property Owners' Association, from time to time pursuant to the Memorandum and Articles;
- 8.6.2 to pay the amounts levied by the Property Owners' Association in terms of Article 9 of the Memorandum and Articles of Association, from time to time, in respect of security and maintenance costs.
- 8.7 The Purchaser hereby agrees to the registration of Conditions, similar to the following condition, against the title deed of the Property, namely:
- 8.7.1 Any owner of a Stand, or any subdivision thereof, or any other interest therein, or any unit as defined in terms of the Sectional Title Act, shall become and shall remain a member of the Property Owners' Association and be subject to its Resolutions in terms of its powers as set out in the Memorandum and Articles of Association until such time as it ceases to be an owner as aforesaid. No Stand or any subdivision thereof, or interest therein, or any unit thereon, shall be transferred to any person who has not committed himself/itself to become a member of the Property Owners' Association, and who has irrevocably agreed in writing to abide by the Memorandum and Articles and rules of such Association.
- 8.7.2 The owner of the Stand or any subdivision thereof, or any interest therein, or any unit as defined in terms of the Sectional Titles Act, shall not be entitled to transfer the Stand or any subdivision or any interest therein, or unit thereon, without a Clearance Certificate from the Property Owners' Association stating that all monies owing to the Association have been paid, and that at date of transfer the transferor is not in breach of any of the rules of the Association or any of the terms and conditions of this Agreement.
- 8.8 The Purchaser acknowledges herself/himself/itself to be fully acquainted with the duties imposed in terms of the Memorandum and Articles of Association of the Property Owners' Association and, in particular, the powers of the Trustees to approve designs of any buildings to be erected on the property and to attend to Final Approval of building plans.
- 8.9 It is specifically recorded that notwithstanding the Purchaser being granted membership of the Property Owners' Association upon transfer of the Property into his/its name, and therefore subject to the duties imposed on members, no building, walling, fencing, exterior lighting or signage may be

erected or altered on the Property without the written consent of the Seller, first being had and obtained.

9. BUILDING, PLANS AND SIGNS

- 9.1 The Purchaser shall be obliged to submit for the approval of the Property Owners' Association, all plans of buildings and structures at any time to be erected on the Property by the Purchaser, and the Purchaser shall not be entitled to commence building operations unless and until the Property Owners' Association have given their written approval of such plans.
- 9.2 The Property Owners' Associations approval shall be granted or withheld in the Property Owners' Associations reasonable discretion. The quality of all materials used and of the construction of any building shall also be approved or disapproved by the Property Owners' Association in its absolute discretion whilst building operations are in progress and on completion of the building.
- 9.3 The Purchaser shall at the time of submission of building plans to the Property Owners' Association for approval, also submit a landscape plan relating to the Property. Such landscape plan shall also require the written approval of the Property Owners' Association. The Property Owners' Association may require landscaping to be effected as soon as building construction has been commenced or completed.
- 9.4 Notwithstanding anything to the contrary contained in this Agreement, the Purchaser shall be obliged to commence with building operations within 24 (twenty four) months from date of registration and, once building operations have been commenced, the Purchaser will be obliged to complete all buildings on the Property within 12 (twelve) months of commencement of building operations.

10. MAINTENANCE OF STAND

The Purchaser undertakes to keep the Property in a clean and tidy condition and to comply with each and every obligation imposed on the Purchaser in terms of Article 8 of the Articles of Association of the Property Owners' Association.

11. PROPERTY CONDITION

- 11.1 It is recorded that the LAND DEVELOPMENT AREA (TOWNSHIP) is underlain by dolomitic formations which are common to large parts of the Centurion Municipal Area and that certain precautionary measures imposed by statute (which will have financial implications for the Purchaser) will have to be taken by the Purchaser at his expense with regard to the design and construction of buildings and other structures on the property. Upon request at the premises of the Seller, a specification of the required measures is available as part of a comprehensive geotechnical report made in respect of the LAND DEVELOPMENT AREA (TOWNSHIP) land. The Purchaser undertakes to read the said report and to take note of its provisions prior to signing this document. The Purchaser is aware of the fact that amongst other safety precautions the foundations of any buildings to be erected on the property must be designed by a professional structural engineer.
- 11.2 The Seller records that it has successfully completed the geotechnical/geophysical investigations into the subterranean conditions of the land on which the LAND DEVELOPMENT AREA (TOWNSHIP) has been developed and has complied with the comments and/or recommendations made in this regard by the Council for Geosciences. The Seller does not warrant that the present geophysical/geotechnical classification of the property hereby sold will not change as a result of further testing. If as a result of any such change in the geophysical/geotechnical classification of the property the precautionary measures referred to in 11.1 become more onerous and/or expensive, the Purchaser will be liable to bear the additional expense and will not by virtue thereof be entitled to cancel this agreement or claim any amount of money from the Seller or claim any other remedy from the Seller.
- 11.3 The onus of proving that it is not possible to use the property for purposes of the erection of a building as contemplated in 11.1 shall rest on the Purchaser and should the Purchaser rid itself of this onus, then the right to cancel the agreement referred to in 11.2 above shall arise and the Purchaser shall not have any further claim (whether founded in contract or delict) against the Seller and any deposit will be repayable, together with interest.

12. PLACE OF PAYMENT

All payments required to be made in terms of this Agreement by the Purchaser to the Seller shall be made free of exchange costs and without deduction to the Seller, Irene Land Corporation (Proprietary) c/o, Boshoffs Inc Trust Account, 2nd Floor The Grain Building 477 Witherite Road Die Wigers, or at such other place as the Seller may from time to time nominate in writing.

13. TRANSFER AND COSTS

- 13.1 The Purchaser shall be liable for the payment of all costs in connection with:
- 13.1.1 costs of transfer of the Property into his/its name including, transfer duty, or VAT, if applicable;
- 13.1.2 the cost of preparing this Agreement of Sale at R500-00 (Five Hundred Rand).
- 13.2 The Purchaser shall be liable to pay the costs referred to in 13.1 above, within 7 days of being requested to by the Seller's Conveyancer, directly to the Seller's Conveyancer.
- 13.3 The Purchaser shall be obliged, within 7 (seven) days after being called upon in writing so to do, to complete and sign all necessary documents and to provide all necessary information for the purposes of transfer including FICA information. Transfer shall be effected within a reasonable time after the Purchaser's compliance with his/its obligations in terms of this Agreement. In the event that the Purchaser shall not comply with the terms of this provision then such breach by the Purchaser shall result in the Seller being entitled to exercise the remedies afforded to it in terms of clause 16 and no further notice shall be necessary in terms of clause 15.

14. CESSION OF RIGHTS

- 14.1 The Purchaser shall not, during the currency of this contract, sell, let or otherwise part with possession or occupation of the Property or any part of it or cede this agreement without the prior written consent of the Seller and the Property Owners' Association.
- 14.2 The Seller's consent granted in terms of Clause 14.1 shall in no way release the Purchaser from any of his/its obligations in terms of this agreement.
- 14.3 Before the Purchaser parts with possession or occupation of the Property as contemplated in Clause 14.1, he/it shall furnish the Seller and the Property Owners' Association with a written undertaking by the person to whom possession or occupation or cession is given, that such person shall duly observe all the provisions of the agreement insofar as they relate to the possession, occupation and maintenance of the Property and membership of the Property Owner's Association.

15. NOTICES AND DOMICILIA

- 15.1 All notices to be given by either of the parties to the other in terms of this Agreement, shall be given by prepaid registered post or facsimile, or be delivered by hand to –
- 15.1.1 The Seller at: Irene Land Corporation (Proprietary) Limited
c/o 2nd Floor The Grain Building
477 Witherite Road
Die Wigers
E-mail: mark@odysseygroup.co.za
- 15.1.2 The Purchaser at:
-
- Fax No.
- E-mail:
- 15.2 Any notice given by prepaid registered post in terms of this Clause shall be deemed to have been received by the addressee within 7 (seven) days after the date of posting.
- 15.3 The parties choose as their respective *domicilia citandi et executandi* any of the addresses set out in 15.1 above.

16. BREACH OF AGREEMENT

- 16.1 Should the Purchaser commit any breach of any of the terms of this Agreement, all of which are deemed to be material, and persist in such breach for more than 7 (seven) days after the deemed receipt in terms of Paragraph 15.2 above by the Purchaser of a written notice requiring him/it to remedy the same, the Seller shall be entitled, without prejudice to any other rights available to it at law:
- 16.1.1 to claim immediate payment of the full balance of the purchase price then unpaid, together with interest and all other monies then outstanding under this Agreement;

OR

to cancel this Agreement and retain all amounts paid by the Purchaser as a penalty or as a genuine pre-estimate of liquidated damages and to recover arrear payments up to the date of cancellation;

OR

to cancel this sale and claim and recover from the Purchaser such damages as the Seller may have suffered, in which event, the Seller shall be entitled to retain payments made by the Purchaser prior to cancellation until the actual amount of damages has been determined by a Court and thereupon, to set off such damages against the aforesaid sums retained.

- 16.2 The Seller shall be required to give the Purchaser notice to remedy a breach of contract on one occasion only during each calendar year of the subsistence of this Agreement, and should the Purchaser thereafter breach any of the provisions of this Agreement in the same calendar year, the Seller may cancel this Agreement without any further notice whatsoever to the Purchaser. The Seller shall, however, notify the Purchaser of the date on which cancellation was effected.
- 16.3 In the event of cancellation of this Agreement before transfer of the Property, the Purchaser shall immediately vacate the Property and restore possession and occupation thereof to the Seller, and the Purchaser shall not have any claim against the Seller for any improvement that the Purchaser may have effected to the Property, notwithstanding the fact that the Seller may have consented to the erection of such improvements.
- 16.4 The Purchaser shall also be liable for and pay on demand all legal costs (on the attorney and client scale) incurred by the Seller in any legal proceedings instituted by the Seller against the Purchaser as a result of or arising from this Agreement.
- 16.5 Should the Purchaser dispute the Seller's right to terminate or cancel this agreement, then, pending the determination of such dispute, the Purchaser shall be obliged to continue to effect payment of all amounts payable by him/it in terms hereof on the due dates thereof and the Seller shall be entitled to recover and accept such payments without prejudice to its rights.

17. NON WAIVER

No relaxation or indulgence on the part of the Seller in exercising any of its rights in terms of this Agreement shall constitute a waiver or novation of any such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under this Agreement.

18. JURISDICTION

The parties consent to the jurisdiction of the High Court of South Africa in respect of any proceedings arising out of this Agreement, notwithstanding that the amount of the claim may fall within the limit for the jurisdiction of the Magistrates court.

19. TRUSTEE FOR COMPANY OR CLOSE CORPORATION

- 19.1 If the person signing as Purchaser purports to act as Trustee for a Company to be formed or is acting as director of a Company in existence, or as member of an existing Close Corporation such person undertakes in his personal capacity that the Company or Close Corporation for which he is acting as Trustee will be formed within 45 (forty five) days of signature hereof, and will adopt and ratify this Agreement, without modification. The Trustee is obliged to give the Seller written notification, together with a copy of the Certificate of Incorporation in the case of a Company, a copy of the Founding Statement in the case of a Close Corporation, and the requisite resolution of the relevant entity wherein such entity adopts and ratifies this agreement. This notification is to be given to the Seller within the 45 (forty five) day period specified in this Clause;
- 19.2 if the Company or Close Corporation is not formed within the period prescribed in 20.1 or having been formed, does not adopt this Agreement within the period prescribed, then such person shall in his personal capacity be deemed to be the Purchaser in terms of this Agreement;
- 19.3 if the Company or Close Corporation is formed and adopts and ratifies this Agreement as contemplated herein, then such person by his signature hereto, hereby binds himself in favour of the Seller as surety for and co-principal debtor with the Company or Close Corporation, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the Company or Close Corporation in terms of or arising out of this Agreement or any cancellation thereof;
- 19.4 if the Company or Close Corporation is in existence at date of signature of this Agreement, then the person signing this Agreement does by his signature hereon, bind himself in favour of the Seller as surety for and co-principal debtor with the Company or Close Corporation, under renunciation of the

benefits of division, excussion and cession of action, for the due performance of all the obligations of the company or close corporation in terms of or arising out of this Agreement or any cancellation thereof.

20. INDEMNITY

The Purchaser hereby indemnifies and holds the Seller harmless against any action, prosecution or charge of any nature whatsoever, which may be brought against it by virtue of the Purchaser's occupation or utilisation of the Property, or by the Purchaser's infringement of any statutory requirement, regulation or by-law, while the Property is registered in the name of the Seller.

21. AGENT'S COMMISSION

Any Agent's commission payable in terms of this Agreement shall be payable by the Seller, provided that if this Agreement should be cancelled by virtue of the Purchaser's default, the Purchaser shall be liable for such commission. Commission shall be payable against registration of transfer into the name of the Purchaser. The parties agree that Abacus Divisions were the effective cause of this sale and Agents commission shall be payable on successful registration of transfer.

22. SELLER'S RIGHT OF ACCESS

The Seller and/or its duly authorised agent(s) and/or the Trustees of the Property Owners' Association shall have the right to enter upon the Property for purposes of inspection and to conduct such work as the Seller may determine or require for all purposes in connection with installation of services or otherwise in connection with any legal purposes. The Seller shall use all reasonable efforts not to cause any interference with the business of the Purchaser.

23. INTERPRETATION OF AGREEMENT

Headings to the clauses of these Conditions of Sale are provided for the convenience of reference only and shall not be taken into account in the interpretation of any provision hereof.

24. NON-VARIATION

- 24.1 This Agreement constitutes the entire contract between the Seller and Purchaser. The parties shall not be liable to each other for any warranties or representations, express or implied, made by any agent or sub-agent, or any other person purporting to act for and on behalf of the parties.
- 24.2 No variation of the terms of this Agreement shall be of any force or effect unless reduced to writing and signed by all the parties hereto.

25. SPECIAL CONDITION

It is recorded that this agreement shall be entirely suspensive upon the successful sale of at least 10 erven in order for the developer to proceed with the development due to the feasibility of the project. This fact is disclosed to the prospective Purchaser to ensure his/her understanding that the developer requires a financial commitment to the sale, so that it is able to proceed with acceptance and registration of the erven once compliance has taken place of the various local authority approvals and fulfilment by the Purchaser of his/her conditions in this agreement.

SIGNED at _____ by the Purchaser on this ____ day of _____ 2013

AS WITNESSES:

1. _____

2. _____

PURCHASER

SIGNED AND ACCEPTED at _____ by the Seller on this ____ day of _____ 2013

AS WITNESSES:

1. _____

2. _____

SELLER for and on behalf of IRENE LAND CORPORATION (PTY)LTD