



OFFER TO PURCHASE

Entered into by and Between

THE TRUSTEES FOR THE TIME BEING OF THE LA ROCHE TRUST

The party whose details are set out under item 1 of the Covering Schedule ('Seller')

and

THE PURCHASER/S

The party/ies whose details are set out under item 1 of the Covering Schedule ('Purchaser/s')

COVERING SCHEDULE

1. PARTIES		
1.1	Seller:	The Trustees for the time being of the La Roche Trust, Registration number: IT1427/2016 (C)
	Address:	3 rd Floor, Old College Building, Church Street, Stellenbosch, 7600
1.2	Purchaser 1: <i>Insert full name at right</i>	
	Identity Number / Registration Number	
	Physical Address	
	Email Address	
	Cellphone Number	
	Marital Status (if natural person)	
	Purchaser 2: <i>Insert full name at right</i>	
	Identity Number/ Registration Number	
	Physical Address	
	Email Address	
	Cellphone Number	
	Marital Status (if natural person)	
2. PROPERTY DESCRIPTION		
Erf _____ of the subdivision of erf 16422 Stellenbosch, in the Municipality and Division of Stellenbosch, Province of the Western Cape, being the erf identified on the proposed plan of subdivision annexed hereto as Annexure A , measuring approximately _____ m ² in extent		
3. PURCHASE PRICE OF THE PROPERTY		
3.1	Purchase Price (inclusive of VAT)	R
3.2	Deposit of 40% payable within 7 (seven) days after signature by the Purchaser	R
3.3	Balance of Purchase Price:	R
3.4	Mortgage Finance (if applicable)	R
3.5	Date or number of days from signature date mortgage finance is due	_____ 2021 or within _____ days from Signature
4. ESTIMATED TRANSFER DATE		_____ 2021 or as soon as reasonably possible
5. POSSESSION DATE		On transfer
6. ANNUAL RATES AND SERVICES		to be levied by the Local Authority
7. CONVEYANCERS		
	Name of Attorneys:	Tim du Toit & Co. Inc. Attn: Angela Stevens Tel: +27 (0) 21 529 7710 E-mail: Angela.Stevens@TimduToit.co.za
8. TRUST ACCOUNT DETAILS		
Tim du Toit Attorneys Trust Account First National Bank Branch Code: 201 409 Account number: 621 4030 3603 Ref: ZLR No. 675 (<i>insert erf number of property</i>)		

TERMS AND CONDITIONS

1. Sale

- 1.1 The Seller has obtained approvals from the competent authorities for the subdivision and rezoning of erf 16422 Stellenbosch, in the municipality and division of Stellenbosch, province of the Western Cape held by deed of transfer T61551/2016 but excluding erf 16739 Stellenbosch, which will be transferred by the Seller in due course, in accordance with clause 13.2 ('the Development Area'). The Development Area is set out in the proposed General Plan attached hereto as Annexure A.
- 1.2 The Seller has agreed to sell the Property described in item 2 of the Covering Schedule which forms part of the residential development to be undertaken by the Seller on the Development Area known as 'La Roche' ('the Development') to the Purchaser who has agreed to purchase the Property.

2. Purchase Price

- 2.1 The purchase price is inclusive of Value Added Tax ("VAT") in terms of Act No.89 of 1991) and the Seller warrants that they are a registered VAT Vendor.
- 2.2 The purchase price of the Property is payable as follows:
 - (a) A cash deposit within 7 (seven) days of the date of signature of this agreement into the Trust Account of the Conveyancers, in the amount stipulated in item 3.2 of the Covering Schedule.
 - (b) The balance against transfer in the amount stipulated in item 3.3 of the Covering Schedule, to be paid by way of a cash deposit into the Trust Account of the Conveyancers or to be secured by a cash bank guarantee from a South African bank or financial institution or to be secured by a guarantee from a South African bank or financial institution in respect of mortgage loan finance which is obtained by the purchaser in the amount stipulated in item 3.4 of the Covering Schedule.
- 2.3 The balance is to be secured by the Purchaser, by cash or guarantee as set out in 2.2 (b) above, within 10 (ten) days of being called upon by the Conveyancers to do so, which request will not be made prior to fulfillment of the suspensive condition contained in clause 3, if applicable, relating to mortgage finance the due date of which is set out in item 3.4 of the Covering Schedule. Any guarantee furnished to the Conveyancers to secure the balance of the purchase price will be to the reasonable satisfaction of the Seller.
- 2.4 **The Purchaser hereby grants his consent that any monies paid to the Conveyancers shall be held by them in trust in an interest-bearing account in terms of the provisions of Section 86 (4) of the Legal Practice Act, no. 28 of 2014, for the Purchaser's benefit pending registration of transfer when the capital shall be paid to the Seller and the interest to the Purchaser. The Purchaser acknowledges that the Conveyancers will only be able to invest any monies so received upon receipt of documentation that will be requested from him/her/it in order to comply with the terms of the Financial Intelligence Center Act, No. 38 of 2001. The Purchaser is further aware that 5% of the interest accrued on his/her/its investment will be automatically paid to the Legal Practitioners Fidelity Fund, in terms of section 86 (5) of the Legal Practice Act.**

3. Mortgage Bond

- 3.1. The sale is subject to the suspensive condition that the Purchaser is able to obtain approval for a loan of the amount stipulated in item 3.4 of the Covering Schedule, or such lesser amount that the Purchaser may accept, by the due date stipulated in item 3.5 of the Covering Schedule and at the standard rates and conditions prescribed by the financial institution to which the Purchaser applies to and upon the security of a first mortgage bond to be passed over the Property. The loan shall be deemed to have been obtained when the bank or financial institution provides the Purchaser with a quotation and offers a secured loan in terms of the provisions of the National Credit Act, No. 34 of 2005.
- 3.2. The Seller, may at its election (in writing or via electronic communication), grant an extension of a further 14 (fourteen) days, or any number of days stipulated in the communication, for such approval of the loan application.
- 3.3. The Purchaser may elect to unilaterally waive compliance hereto and proceed with the sale without the loan requirement.
- 3.4. In the event of the loan not being approved, the Purchaser is required to furnish the rejection notice to the Seller, where after, this sale shall lapse and be of no force and effect and the deposit paid by the Purchaser shall be refunded.
- 3.5. **Should the Purchaser refuse this loan after having been granted, or instruct the lender to withdraw or suspend or delay the registration of the said bond for any reason, this condition shall nevertheless be deemed to have been fulfilled as at date of the quotation being provided, failing which, the purchaser may possibly be in breach of this agreement, in terms of clause 15 below.**

4. Subject to sale of Purchasers Property *(*Delete if not applicable)*

- 4.1 *This offer is subject to the successful sale of the Purchaser's property situated at _____ at a price acceptable to the Purchaser, such sale to be concluded and all suspensive conditions therein complied with on or before _____ or any extended periods which the Seller at his sole discretion shall grant, failing which this offer shall lapse. *(*Delete if not applicable).*
- 4.2 *Transfer of the property shall take place simultaneously with or subsequent to transfer of the Purchaser's property as referred above.
- 4.3 *This offer is subject to the successful registration of the Purchaser's property situated at _____, which transfer is scheduled to occur on _____. If the aforesaid transfer is delayed, for any reason whatsoever, the Seller shall, at his sole discretion grant an extension, failing which, this offer shall lapse *(* Delete if not applicable).*

5. Risk of Ownership and Possession

- 5.1 On registration of transfer, possession and the risks of ownership shall pass to the Purchaser, from which date the Purchaser shall receive all benefits from, and be responsible for all liabilities relating to the Property, including rates and taxes levied upon the Property, levies for the Home Owners Association and any other expenses relating to the Property.
- 5.2 The Purchaser acknowledges that after taking transfer of the Property and until the Development has been completed, building operations may be in progress on any portion of the Development and that the purchaser may suffer inconvenience, noise and dust as a result thereof. The Purchaser shall have no claims against the Seller for any such inconvenience, noise or dust.

6. Transfer

- 6.1 Transfer shall be effected by the Seller's Conveyancers on the date set out in item 4 of the Covering Schedule. The Purchaser shall, forthwith on demand, sign all transfer documents and pay transfer costs.

7. Title Deed Conditions

- 7.1. The Seller and Purchaser ('Parties') specifically record, as contemplated in Section 55(6) of the Consumer Protection Act, No. 68 of 2008 ('CPA') that the Purchaser has been expressly informed:
- that earthworks to create building platforms, potentially affecting ground conditions for construction purposes, have been carried out on the Property and details of such earthworks are recorded on the website: www.laroche.co.za;
 - that excavation work was done along the southern- and western boundaries of the Development Area and that Löffelstein block walling was installed in these areas, which may encroach on the buildable area of properties in these areas; and
 - that the boundary wall which encloses the development encroaches on Erven 16772 – 16783 and Erven 16785 – 16792 on the General Plan;
- and that detailed information of such works and/or encroachment has been made available to the Purchaser.
- 7.2. The Purchaser accordingly:
- expressly accepts that the Property is purchased in its current condition;
 - acknowledges that he has familiarised himself with the works conducted on the Property, as set out in clause 7.1, in order to determine the implications this may have on the planned construction work on the Property; and
 - acknowledges that the Seller will not be required to carry out any further earthworks and/or landscaping in respect of the Property.
- 7.3. The Seller shall not be responsible for pointing out or indicating the position of any surveyor's beacons or pegs in respect of the property and the property is sold subject to:
- all such conditions as are mentioned and/or referred to in the title deed/s relating to the Property; and
 - such conditions as may have been or may hereafter be imposed by the competent authorities upon approval of the rezoning and subdivision of the Development Area, which conditions have been made available to the Purchaser.
- 7.4. Erven 16744 – 16749; 16793; 16814; 16817 – 16827; 16829 – 16831; 16833; 16842 -16843; 16845; 16847 – 16851 on the General Plan are furthermore sold subject to a stormwater- & sewer pipeline servitude, which servitude is indicated on the General Plan. This servitude will be notarially registered at the Seller's cost or registered against the title deed over the Property, simultaneously with transfer, in favour of the Association, who will become the registered owner of the private open spaces as contemplated in clause 13.1.
- 7.5. If upon the final survey of the property the extent of the Property is found to be greater than the extent as set out in the Covering Schedule and/or depicted on the General Plan, the Purchaser shall not be liable for any excess. Conversely, if the extent thereof is found to be less than the extent as set out in the Covering Schedule and/or depicted on the General Plan, the Seller shall not be liable for any shortfall. The provisions of this clause are subject thereto that if the final, surveyed extent of the Property is less than 95% (ninety five percent) of the provisional extent recorded in the Covering Schedule, the Purchaser, entirely within his election and within 7 (seven) days of being notified thereof, shall be entitled to resile from this agreement by giving written notice to such effect to the Seller. Should the purchaser exercise this right to resile, the provisions of clause 3.4 shall *mutatis mutandis* apply.

8. Home Owners Association

- 8.1. A Home Owners' Association ('Association') has been established for the Development as envisaged in Section 29 of the Stellenbosch Municipality Land Use Planning By-Law, as promulgated in the Provincial Gazette Extraordinary No. 7512 on 20 October 2015.
- 8.2. The property is sold subject to the terms and conditions of the Constitution of the Association, which is available on the website: www.laroche.co.za.
- 8.3. The Constitution of the Association took effect on the date of registration of transfer of the first property indicated on the General Plan from the Seller into the name of the purchaser thereof. **The Purchaser shall be and remain a member of the Association for as long as he is the registered owner of the Property and shall:**
- be responsible for and pay promptly on due date all levies and other charges as may be payable to the Association in accordance with its Constitution; and
 - comply with (and procure that all other occupants of the property comply with) the terms of the Constitution of the Association, as well as any house or conduct rules which may be adopted by the Association from time to time.
- 8.4 Upon registration of transfer of the Property in the name of the purchaser a title deed condition shall be registered against the title of the property, reading as follows:

SUBJECT to the following condition imposed by the Transferor, The Trustees for the time being of La Roche Trust, Registration Number IT1427/2016(C), for the benefit of the LA ROCHE HOME OWNERS' ASSOCIATION, established in terms of Section 29 of the Stellenbosch Municipality Land Use Planning By-Law, as promulgated in the Provincial Gazette Extraordinary No. 7512 dated 20 October 2015, namely:

"This property may not be transferred without the consent in writing of the LA ROCHE HOME OWNERS' ASSOCIATION. The registered owner of the property from time to time is automatically a member of the LA ROCHE HOME OWNERS' ASSOCIATION and will remain a member for the duration of his ownership."

9. Sales Levy

- 9.1 **Every owner of a property within the Development, or where a property is owned by more than one registered owner, all the registered owners of the property jointly and severally, shall be liable to pay to the Association a special levy ('Sales Levy') in respect of any transaction as dealt with in clause 11 of the Constitution of the Association. The Sales Levy may be changed from time to time by a majority vote of the trustees of the Association and at the date of signature of this agreement is calculated at 1% (one percent) of any subsequent purchase price of the Property.**
- 9.2 This Sales Levy shall:
- be imposed upon the owners for purposes of accumulating a capital reserve fund for the Association which will primarily be used to meet the capital expenditure requirements (including necessary expenditure in relation to the maintenance of capital infrastructure); and
 - be payable to the Association upon registration of transfer.
- 9.3 **The obligation to pay this sales levy, having accrued prior to transfer, shall be without prejudice to the Association's right to recover the Sales Levy (and interest thereon) after transfer. The Purchaser acknowledges that the Association will be entitled to withhold its consent to the transfer of the Property if payment of the sales levy has not been paid or guaranteed to its satisfaction.**
- 9.4 No Sales Levy shall be payable by the La Roche Trust as the developer in respect of property transferred by the developer to third parties. In the event that the developer should transfer any property to another entity controlled by it or its shareholders, no Sales Levy shall be payable in respect of any subsequent alienation by the entity concerned to a third party.

10. Building Requirements

- 10.1 **Approval of building plans in respect of any building or structure to be erected on the property shall be sought in accordance with the procedure as set out in the building manual which is the Architectural and Landscape Design Framework as compiled by Dennis Moss Partnership for the Development, a copy of which is available on the website: www.laroche.co.za .**
- 10.2 All buildings and structures shall be erected in a good and proper workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with clause 10.1 above.
- 10.3 The Purchaser undertakes to employ local building contractors and construction workers as far as reasonably feasible to undertake building works in respect of the property.
- 10.4 **The Property and all improvements thereon shall be kept and maintained in a neat and tidy condition to the satisfaction of the Association.**

11. Building Operations

- 11.1 The Purchaser and/or his successors in title shall, within a period of 48 (forty eight) months after the date of the first registration of transfer of the Property from the Seller to the Purchaser (or such later date as the Association may direct in writing), commence building operations in respect of a dwelling on the Property, provided that the plans and specifications thereof shall have been approved in terms of clause 10 above.
- 11.2 Any building operations which commence within the above mentioned 48 (forty eight) month period, or on any later date subject to clause 11.4, must be completed within 12 (twelve) months calculated from the date of commencement ("the construction period"). **For the avoidance of doubt, the Purchaser acknowledges that the dwelling on the property has to be completed at expiry of the construction period.**
- 11.3 For purposes of interpretation of this clause 11, "commencement" means the date upon which the digging of the foundations of the dwelling to be constructed commences and "completed" means that the Local Authority has issued an occupation certificate in respect of the dwelling on the property.
- 11.4 **If the Purchaser and/or his successors in title fail to comply with the provisions of clause 11.1, the Association shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or in terms of its constitution or at law and at its election, to impose a penalty levy upon the Purchaser, equal to 3 (three) times the ordinary levy imposed on owners of erven within the Development. Such penalty levy shall be payable monthly, for as long as the Purchaser is in default of the provisions of clause 11.1.**
- 11.5 **If the Purchaser and/or his successors in title fail to comply with the provisions of clause 11.2, the Association shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or in terms of its constitution or at law and at its election, to impose a penalty levy upon the purchaser, equal to 1.5 (one and a half) times the ordinary levy imposed on owners of erven within the development. Such penalty levy shall be payable monthly, for as long as the purchaser is in default of the provisions of clause 11.2, without limiting the Association's right to impose penalty levies in terms of clause 11.4.**
- 11.6 **The reason for the imposition of these penalty levies is to motivate owners to commence and complete building works on their properties as soon as possible after they have taken transfer thereof in order to establish a community of completed dwellings and also to complete the building works, once it has commenced, within a reasonable period. The purchaser agrees that the above motivation and the increased penalty levies are fair and reasonable.**

12. Limitation on Use of Property

- 12.1 The Property shall be used solely for residential purposes. Without limiting the generality of the foregoing, no guest house, Airbnb/similar enterprise, business or profession may be conducted from the property without the prior written consent of the seller or, once established, the Association.

13. Transfer of Private Open Spaces

- 13.1 The Seller has transferred all the private open spaces indicated on the General Plan, excluding the property referred to in clause 14.2 below, into the name of the Association.
- 13.2 The Purchaser acknowledges that the Seller reserves the right to rezone Erf 16739 (situated outside of the boundary fence of the development), which is indicated as a private open space on the General Plan, for residential purposes in due course and to transfer this property. **The Purchaser hereby irrevocably undertakes not to oppose this rezoning and to also contractually bind his successors in title to this undertaking.**

14. Dam and Private Open Spaces

- 14.1 The Seller does not warrant that the water in the dam on the Development Area shall remain at a certain level throughout the year.
- 14.2 The Association will be responsible for the future management and maintenance of all private open spaces in the Development, excluding the property referred to in clause 13.2 above, and can in due course impose rules for the use of these areas.

15. Breach and Notice

- 15.1 **In the event of any Party committing a breach of the terms and conditions of this agreement, the Parties shall be obliged to give written notice at its physical address as set out in item 1.1 and 1.2 of the Covering Schedule by way of prepaid registered post, by way of hand delivery or by e-mail calling upon the counter party to remedy such default within, within 7 (seven) days of receipt of the written notice, failing which, the aggrieved party will be entitled to exercise the rights encompassed under clause 15.2 below.**
- 15.2 **the Seller shall have the right to either:**
- (a) **cancel this sale and claim damages and interest; or**
 - (b) **cancel this sale, and retain as rouwkoop all monies already paid by the party in breach as an agreed pre-estimate of liquidated damages; or**
 - (c) **sue for specific performance, or**
 - (d) **sue for the full purchase price, interest and damages**
- 15.3 **In the event of delayed transfer as a result of a breach, the defaulting party undertakes to pay in addition to any other payments, interest on the purchase price set at Prime lending rate as offered by First National Bank from time to time. Such interest is calculated from date of receipt of the breach notice as set out above until such breach notice is rectified (both days inclusive).**
- 15.4 **Any notice shall be deemed to have been received:**
- (a) **One the date of delivery thereof if delivered by hand;**
 - (b) **4 (four) days after posting thereof if posted by prepaid registered mail;**
 - (c) **On the date of transmission thereof if transmitted by e-mail during normal business hours.**

16. Liabilities/Warranties

- 16.1 In the event of there being more than one Purchaser their liability shall be joint and several.
- 16.2 The Purchaser acknowledges that he/she is aware of the provisions of the Financial Intelligence Act, No. 38 of 2001 and that by acquiring the Property and mortgage finance, if applicable, the Conveyancers are obliged to comply with the relevant provisions of the aforesaid Act. The Purchaser accordingly agrees to provide their full co-operation and disclosure to the Conveyancers to enable their compliance with the Act.
- 16.3 **DISCLOSURE BY THE SELLER in terms of the CPA:**
The Seller declares that he is selling this Property in the ordinary course of his business and it is accordingly recorded that the Seller is a "supplier" as defined in the CPA. In the premises, the CPA is applicable to this agreement in the event that the Purchaser is a natural person or the Purchaser is a juristic person with an annual turnover or asset value of less than R2 000 000.00, as determined at the signature date. **In accordance with the provisions of the CPA certain parts of the agreement are highlighted in bold in order to specifically draw the attention of the Purchaser thereto. The Purchaser must ensure that prior to entering into the agreement he/she/it understands, and has sought independent legal advice where necessary, the terms and conditions of this agreement. The Purchaser may request an explanation of any of the provisions of this agreement and must not execute this agreement if certain parts or clauses remain unclear and have not been explained to the Purchaser's satisfaction.**
- 16.4 The Seller hereby warrants that he has the right to sell the Property.
- 16.5 The Seller warrants and confirm that its tax affairs with SARS are up to date and will not cause any impediment to transfer of the property into the name of the Purchaser.
- 16.6 This document contains the entire agreement between the parties. Neither party relies or may rely upon any representations, warranties, undertakings or expressions of opinion which have not been incorporated into this agreement. For the avoidance of doubt, it is expressly recorded that all artistic, architectural, photographic and in any way visual presentation material, including but not limited to models, brochures and pamphlets, used by the Seller or its agents in the marketing and selling of the property hereby purchased and sold, have been prepared and distributed as advertising material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression

conveyed thereby, and that no representation is thereby made by the Seller or the agent, and that the parties shall be bound by the terms and conditions contained in this agreement only.

- 16.7 **The Seller is not aware of any Listed Alien or Invasive Species, as defined in accordance with the Aliens and Invasive Species Regulations, 2014 (National Environmental Management: Biodiversity Act, No. 10 of 2014) on the Property, in accordance with section 29 (3) of the Regulations.**
- 16.8 **The Seller warrants and acknowledges that he/it will be liable for any and all outstanding property rates and taxes as well as for any municipal debts owed to the Municipality up to the date of the transfer and the seller undertakes to make payment of any such amounts owing upon demand thereof by the Municipality or the purchaser.**

17. Juristic Entities.

- 17.1 **If the person signing this agreement as purchaser is acting for and on behalf of a company, close corporation or trust which is already duly formed and legally entitled to trade, then the signatory hereto warrants in respect of the company, close corporation or trust that he is duly authorized to sign this agreement on its behalf and that it is in existence and duly registered with the relevant statutory authority.**
- 17.2 **If the purchaser is acting for a company to be formed, then, as is provided for in Section 21 of the Companies Act, No.71 of 2008, in the event of the said company not being formed, or if formed, not ratifying and adopting this Agreement within the requisite three months from formation, the purchaser shall in his personal capacity be the Purchaser hereunder and shall be bound by all the terms and obligations of this Agreement. Should the company be duly formed and accordingly adopts and ratifies this Agreement, then the signatory hereto binds himself as surety and co-principal debtor, jointly and severally with the company for the fulfillment of all the terms and conditions of this Agreement.**
- 17.3 **In the event of the signatory to this agreement signing on behalf of a company, trust or close corporation, he hereby binds himself in favour of the seller as surety and co-principal debtor *in solidum*, for the proper and timeous fulfillment of all the terms and conditions of this agreement by the purchaser for and on whose behalf he has entered into this agreement. The purchaser waives the benefit of the non *numeratae pecuniae* and *beneficium divisionis*, the nature and extent of which he acknowledges to be familiar with.**
- 17.4 **The liabilities which might be forthcoming from this suretyship shall endure and remain in existence even if the seller cancels the agreement in terms of the cancellation clause.**
- 17.5 **The signatory signing on behalf of a company, a close corporation or a trust hereby warrants that he is duly authorised by the purchaser to sign as such and that all internal requirements pertaining to such authorisation has been complied with.**

18. General Terms

- 18.1 **No variation of the terms and conditions of this Agreement or this sub clause or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties.**
- 18.2 **The Parties by their signature hereto confirm that they have read the agreement, that the contents have been explained and that they are familiar with the provisions thereof and understand the meaning and consequences thereof**
- 18.3 **The Purchaser acknowledges that he is aware of / read the Constitution of the Association and accordingly agrees that he is bound to any conduct rules, architectural guidelines, building rules and building manual in accordance with the Constitution of the Association.**
- 18.4 **The Seller shall be entitled to cede and assign all its development rights and obligations in respect of the Development and under this agreement to a third party.**
- 18.5 **The Association shall at any time after its establishment be entitled to accept the benefit of any terms and conditions imposed in its favour in terms of this agreement.**

19. Jurisdiction and Costs

- 19.1 **The Purchaser consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings connected with this agreement, notwithstanding that the value of the matter in dispute might exceed the Court's jurisdiction. Notwithstanding the foregoing, the parties shall be entitled to institute all or any proceeding against any party connected with this Agreement in any Division of the High Court of South Africa having jurisdiction.**
- 19.2 **In the event of it becoming necessary for the seller to take any action against the Purchaser arising from a breach by the purchaser of its obligations under this agreement, the Purchaser shall pay the seller all attendant legal costs and expenses incurred by the Seller as between attorney and client.**

20. Confirmation

- 20.1 **The Parties hereto confirm that they have read the entire agreement, that the contents have been explained to the parties, that they are familiar with the provisions thereof and understand the meaning and consequence thereof.**

21. Acceptance

- 21.1 **This offer is irrevocable once signed by the Purchaser and shall be open for acceptance by the Seller within 10 (ten) business days of the date of signature by the Purchaser. The acceptance of the offer by the Seller may be communicated to the Purchaser by writing in e-mail or by the telephone.**

22. Signatories

Signed by PURCHASER 1 at _____ on _____ 2021

AS WITNESS:

Witness signature:	Purchaser signature:
	PURCHASER 1, duly authorised: I acknowledge that I am acquainted with the contents of this CONTRACT and that all the documents referred to in this CONTRACT were provided to me before I signed same and that I have acquainted myself with all these documents.

Signed by PURCHASER 2 at _____ on _____ 2021

AS WITNESS:

Witness signature:	Purchaser signature:
	PURCHASER 2, duly authorised: I acknowledge that I am acquainted with the contents of this CONTRACT and that all the documents referred to in this CONTRACT were provided to me before I signed same and that I have acquainted myself with all these documents.

Signed by the SELLER at _____ on _____ 2021

AS WITNESS:

Witness signature:	Seller signature:
	SELLER, duly authorised

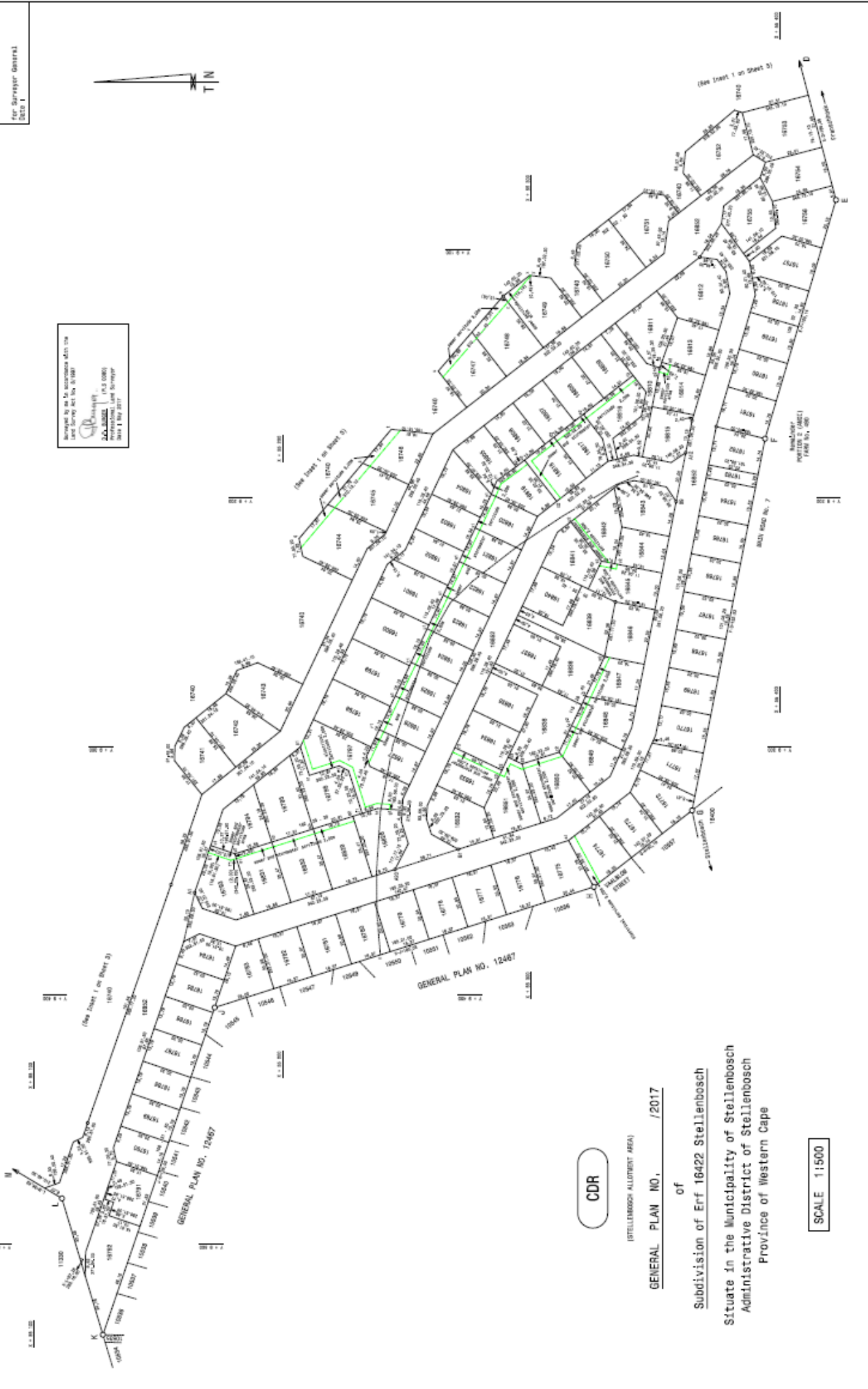
Signed by the SURETY at _____ on _____ 2021

AS WITNESS:

Witness signature:	Surety signature:
	SURETY, duly authorised (if applicable)

SS NO.
SHEET 2 OF 3 SHEETS
Approved: _____
(for Surveyor General)
DATE: _____

Approved by SA for submission 4/11/19
Land Survey Act No. 130/1997
SALES
Professional Land Surveyor
No. 1 107 2017



CDR

(STELLENBOSCH ALLOTMENT AREA)

GENERAL PLAN NO. /2017

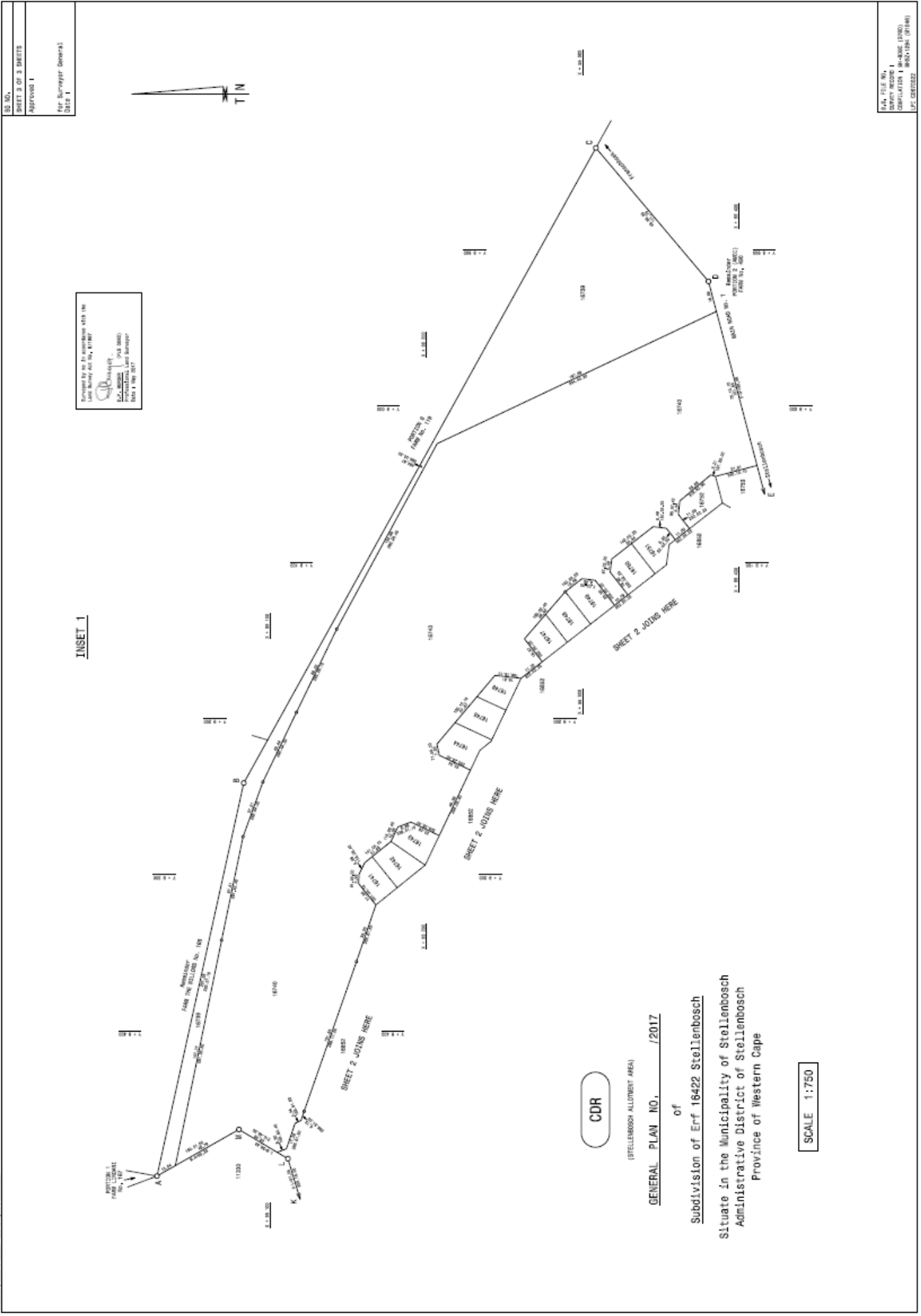
of

Subdivision of Erf 16422 Stellenbosch

Situate in the Municipality of Stellenbosch
Administrative District of Stellenbosch
Province of Western Cape

SCALE 1:1500

PLAN FILE NO.
SURVEY RECORD I
COMPILATION I 8650-104 (10/04)
LOT 29020322



22 160.
 SHEET 3 OF 3 SHEETS
 Approved 1
 For Surveyor General
 Date 1

Accepted by me as a condition with the
 Survey Act No. 117/1981
 D.A. KROON (PWS 3880)
 Professional Land Surveyor
 Date 1 Nov 2017

INSET 1

CDR

(STELLENBOSCH ALLOWMENT AREA)

GENERAL PLAN NO. /2017

of

Subdivision of Erf 16422 Stellenbosch

Situate in the Municipality of Stellenbosch

Administrative District of Stellenbosch

Province of Western Cape

SCALE 1:750

PLAN FILE NO.
 SURVEY RECORD I
 COMPILATION I (B-424C) (2016)
 8854-104 (2016)
 L.P. 02670222