

**Agreement of right to purchase
AAN DE WIJNLANDEN, Rem Erf 6851, Phase 2 ("the Development"),
Stellenbosch**

Entered into by and between

PURPLE PLUM PROPERTIES 82 (PROPRIETARY) LIMITED (the Seller)

and

the **Purchaser** referred to in the attached Schedule.

1. The Seller grants the Purchaser the right to purchase the Property referred to in the Schedule and site development plan ('SDP') attached hereto.
2. The right granted above is subject to:
 - 2.1 confirmation by all the relevant authorities of the supply to and capacity of all the services required in the development;
 - 2.2 the Seller deciding to proceed with the development by no later than 30 March 2018.
3. In consideration for such right the Purchaser shall pay the sum of **R10,000.00** (Ten thousand rand) (the "consideration") within 3 days from date hereof into the trust account of the Attorneys referred to in the Schedule. The Purchaser shall provide the Attorneys with the required FICA documents.;
4. Should this Agreement have been concluded as the result of Direct Marketing as provided in the CPA Act 68 of 2008 (the "Act"), the Purchaser may rescind this Agreement by notice to the Seller within 5 (Five) business days of the conclusion of this Agreement. On receipt of written notice of rescission, the Seller agrees to refund the Purchaser the full consideration within 15 business days.
5. The Attorneys shall advise the Purchaser in writing when all the approvals have been obtained, the latest Purchase Price of the Property and that the Seller has decided to proceed with the sale and marketing of the development.
6. Should the Purchaser, having duly considered the provisions of the Agreement of Sale and other Documents, wish to enter into an Agreement of Sale to purchase the Property, the Purchaser shall be required to approach the Seller to do so.
7. Should the Purchaser approach the Seller to enter an Agreement of Sale of the Property, the Purchaser will be required to acknowledge that such Agreement of Sale will not be concluded as a result of Direct Marketing in terms of the Act.
8. Once such an Agreement of Sale has been concluded the payment made in terms hereof shall be held and treated as a part of the deposit by the Purchaser in terms of the Agreement of Sale and invested in terms of that agreement for the benefit of the Purchaser.
9. Should no Agreement of Sale be concluded within 10 (ten) days from being advised by the Attorneys in terms of clause 5 above, the right to purchase granted in terms hereof shall lapse and all monies paid in terms hereof, shall be refunded to the Purchaser.

SIGNED at

this day of

2017

AS WITNESSES:

1. _____

PURCHASER

2. _____

SELLER

**SCHEDULE
AAN DE WIJNLANDEN PHASE 2, STELLENBOSCH**

1. PARTIES	
1.1 SELLER:	PURPLE PLUM PROPERTIES (PTY) LTD Company Number: 2003/007014/07
Address:	c/o De Klerk & Van Gend, 132 Adderley Street, Cape Town
1.2 PURCHASER:	
Natural Person Full names:	
Identity Number:	
Marital Status:	
Company /Close Corporation / Trust:	
Registration Number:	
Residential/Registered address (not PO Box):	
Home telephone number:	
Work Telephone number:	
Mobile telephone number:	
Fax number:	
Email address:	
2. PROPERTY:	
2.1. Portion number	NO marked on the attached draft SDP
Approximate square metres	
2.2 House Type	
3. AGENT:	
4. PURCHASE PRICE:	
Indicative Purchase price of Property (inclusive of VAT at 14%)	R
4. MORTGAGE:	
Mortgage Bond required	Yes / No
Bondbroker	Sophia Vorster – 082 372 8074
5. ANTICIPATED: APPROVAL DATE	October 2017
TRANSFER DATE OF ERF	August 2018
CONSTRUCTION COMMENCEMENT DATE	September 2018
6. ATTORNEYS – 021 4249200	De Klerk & Van Gend Inc – Hennie

	Serfontein
Trust account	Absa Bank
	Bank code: 312109
	Account number: 360 280 276
	Swift code: ZA JJ 312109
	Reference: AdW no (insert portion no)