

ANNEXURE F

SUSPENSIVE CONDITION AND CONTINUED MARKETING CLAUSE

1. SALE OF PROPERTY

This agreement is further subject to the Purchaser successfully selling the property situated at ______ by no later than ______

or such extended period as the Seller in its sole discretion may allow by notice in writing to the Purchaser at a purchase price of R______ (______ Rand) or such lesser amount as the Purchaser may accept. It is specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all suspensive conditions to which such sale is in turn subject are fulfilled. The Purchaser is to ensure that the transfer of ______ will take place simultaneously with or prior to the transfer of the unit alienated in terms hereof.

2. CONTINUED MARKETING

The Seller may continue to market the Unit hereby sold <u>until such time as all suspensive</u> <u>conditions herein have been fulfilled</u>. Should the Seller, during this time, receive another offer ("the competing offer") to acquire this Unit in Fynbos Village <u>which in its sole discretion finds</u> <u>more acceptable</u>, the Seller will have the right to call upon the Purchaser, by notice in writing, to waive or fulfill the suspensive condition/s referred to above, within three (3) days (excluding weekends and public holidays) of the date when such notice is delivered to the Purchaser, or such extended period as the Seller in its sole discretion may allow ("the waiver period"). Such notice shall include full details of the competing offer/s. If the Purchaser fails to waive his/her rights in writing within the waiver period, the Seller shall be entitled, but not obliged, to accept the competing offer, upon which this agreement shall lapse and be null and void. Should the Seller elect not to accept the competing offer, this Agreement shall remain in full force and effect.