

PRE-EMPTION AGREEMENT

BY ENTERING INTO THIS AGREEMENT YOU ARE REQUIRED TO PAY THE PRE-EMPTIVE CONSIDERATION FOR A RIGHT OF PRE-EMPTION WHICH WILL BE RETAINED BY THE SELLER IF YOU DO NOT ENTER THE BOULEVARD SUITES CONTRACT OF SALE WITHIN SEVEN (7) DAYS OF RECEIPT THEREOF BY YOU.

YOUR PRE-EMPTIVE RIGHT CONSIDERATION WILL BE OFFSET AGAINST THE PURCHASE PRICE OF THE UNIT.

THE SELLER HEREBY AGREES TO GRANT TO THE PURCHASER A RIGHT OF PRE-EMPTION IN RESPECT OF THE HEREINAFTER MENTIONED BOULEVARD SUITES SECTIONAL TITLE UNIT AT A CONSIDERATION, AS MORE FULLY SET OUT IN THE BELOW SCHEDULE AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

I. SCHEDULE

The PURCHASER	
Name	
Registration/Identity Number	
Address	
Cell or telephone number	
E-mail	
UNIT Type	
Boulevard Suites UNIT	Studio Unit Type 1 (with balcony) <input type="checkbox"/> Studio Unit Type 2 (without balcony) <input type="checkbox"/> *Mark whichever UNIT Type is applicable
Proposed UNIT Number	
UNIT Extent	Approx. _____ m ² (square metres)
PURCHASE PRICE (Inc. V.A.T.)	R_____
Reservation Number	
PRE-EMPTIVE CONSIDERATION	
PRE-EMPTIVE CONSIDERATION	R50,000.00 (FIFTY THOUSAND RAND)
Payable by	Date of Signature hereof
Reference Number	
Sales Executive	

The SELLER	
Name	Zimbali Resort Developments Joint Venture Partnership, between Zimbali Land Developments (Pty) Ltd (Reg. No: 1996/016290/07) and Zimbali Hotels & Resorts South Africa (Pty) Ltd (Reg. No: 2003/023856/07)
Physical Address	Zimbali Northgate Suites, Zimbali Coastal Resort, KwaZulu Natal, 4422
Postal Address	P.O Box 12, Zimbali, 4422
Telephone number	032-538 1988
SELLER Bank Account Details	
Name	Zimbali Resort Developments Joint Venture Partnership
Account Holder	Zimbali Resort Developments JV
Bank	First National Bank
Branch Code	2 2 3 6 2 6
Account Type	Corporate Account Services Durban
Account Number	6 2 6 9 6 4 9 1 1 7 6
Reference	Surname / Reference Number

II. TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this AGREEMENT, unless inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:-
- 1.1.1. **"AGREEMENT"** means this Pre-Emption Agreement;
- 1.1.2. **"PRE-EMPTIVE CONSIDERATION or CONSIDERATION"** means the amount payable by the PURCHASER to the SELLER in respect of the grant of the PRE-EMPTIVE RIGHT in respect of the UNIT in favour of the PURCHASER in terms of this AGREEMENT;
- 1.1.3. **"CONTRACT"** means the Boulevard Suites Contract of Sale expected to be entered into between the PURCHASER and the SELLER, in respect of the UNIT at the PURCHASE PRICE;
- 1.1.4. **"OFFER PERIOD"** means the 7 (seven) day period reckoned from the date on which the CONTRACT is delivered to the PURCHASER;
- 1.1.5. **"PRE-EMPTIVE RIGHT"** means the right to purchase the UNIT at the PURCHASE PRICE, exercisable by the PURCHASER as set out herein;
- 1.1.6. **"PURCHASE PRICE"** means the total PURCHASE PRICE of the UNIT, stipulated in the schedule to this AGREEMENT and to be brought forward into the CONTRACT;
- 1.1.7. **"QUALIFYING EVENT"** means the date upon which the SELLER decides to sell the UNIT, obliging it to deliver the CONTRACT to the PURCHASER;
- 1.1.8. **"WRITTEN OFFER TO PURCHASE"** means the CONTRACT delivered by the SELLER to the PURCHASER upon occurrence of the QUALIFYING EVENT.
- 1.2 In this AGREEMENT, unless the context requires otherwise:-
- 1.2.1. clause headings are for reference purposes only and shall not influence its interpretation;
- 1.2.2. the parties shall, wherever necessary or appropriate, be referred to by their defined designations, as in the schedule above;
- 1.2.3. references to the masculine gender shall include the feminine and neuter genders and vice versa;
- 1.2.4. references to natural persons shall include bodies corporate and other legal personae and vice versa;
- 1.2.5. references to the singular shall include the plural and vice versa;
- 1.2.6. all schedules and annexes hereto shall be deemed to be incorporated herein and shall form an integral part hereof;
- 1.2.7. if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.

2. GRANT OF PRE-EMPTIVE RIGHT

- 2.1. The SELLER agrees to grant and the PURCHASER agrees to accept a PRE-EMPTIVE RIGHT in respect of the UNIT, on the terms and conditions as set out herein.

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- 2.2. The PRE-EMPTIVE RIGHT confers on the PURCHASER the right to purchase the UNIT at the PURCHASE PRICE in the schedule upon the occurrence of the QUALIFYING EVENT and is exercisable by the PURCHASER in accordance with the procedure herein after described in clause 3 below.
- 2.3. The SELLER shall not, during the currency of this AGREEMENT and while the PRE-EMPTIVE RIGHT remains in force, be entitled to market or sell the UNIT to any third party.

3. PRE-EMPTION PROCEDURE

- 3.1. Upon the occurrence of the QUALIFYING EVENT, the SELLER shall deliver a CONTRACT, in respect of the UNIT, to the PURCHASER by hand or by email at its stipulated address.
- 3.2. The CONTRACT shall offer the UNIT to the PURCHASER on the terms and conditions as stated therein and at the PURCHASE PRICE as stipulated in the schedule.
- 3.3. The PURCHASER may accept the offer by signing and delivering the CONTRACT to the SELLER at its stipulated address within 7 (seven) days of the PURCHASER having received the CONTRACT. The PURCHASER shall be entitled to email the signed CONTRACT to the SELLER but must also make arrangements for the delivery of the original to the SELLER.
- 3.4. The SELLER is not entitled to vary or add to the terms and conditions of the CONTRACT and the offer is considered irrevocable during the OFFER PERIOD.
- 3.5. In the event that the PURCHASER accepts the offer, in the aforementioned manner, the CONTRACT for such UNIT will constitute the only agreement of sale in respect of the UNIT and the terms and conditions thereof will replace this AGREEMENT in its entirety.
- 3.6. The PURCHASER's failure to sign and deliver the CONTRACT to the SELLER, within the aforementioned time period, will be considered a deemed refusal of the SELLER's offer in which event the SELLER may cancel this Right of Pre-emption and retain the PRE-EMPTIVE CONSIDERATION.
- 3.7. In the event of this AGREEMENT lapsing pursuant to the provisions of clause 3.6 above, the SELLER will have the right to resell or otherwise dispose of the UNIT as the SELLER deems fit in its sole discretion and without further notice to the PURCHASER.
- 3.8. Should the SELLER not obtain the necessary planning approvals this AGREEMENT will lapse and the SELLER shall refund the PRE-EMPTIVE CONSIDERATION to the PURCHASER.

4. CONSIDERATION PAYABLE

- 4.1. The PURCHASER will pay to the SELLER a non-refundable amount equivalent to the PRE-EMPTIVE CONSIDERATION as consideration for the granting of the PRE-EMPTIVE RIGHT in favour of the PURCHASER, in terms of this AGREEMENT.
- 4.2. The PRE-EMPTIVE CONSIDERATION is payable by the PURCHASER directly into the bank account of the SELLER, as detailed in the above schedule, on the date of signature hereof, failing which this AGREEMENT will lapse and be of no further force or effect.
- 4.3. In the event that the PURCHASER accepts the SELLER's WRITTEN OFFER TO PURCHASE the UNIT, as per clause 2.1 above, the PRE-EMPTIVE CONSIDERATION will be credited towards the total PURCHASE PRICE of the UNIT.
- 4.4. No interest shall be credited to or payable to the PURCHASER on the PRE-EMPTIVE CONSIDERATION in any circumstances where such PRE-EMPTIVE CONSIDERATION may, for any reason, be repaid to the PURCHASER.

5. PURCHASE PRICE

- 5.1. The PURCHASE PRICE shall be as set out in schedule above, which amount shall include Value Added Tax calculated at the rate of 14%. Should the rate of Value Added Tax applicable to this AGREEMENT increase, the PURCHASER shall be liable to pay such increase as and when payments to which such increased Value Added Tax relate, fall due.
- 5.2. The terms and conditions relating to payment of the PURCHASE PRICE will be embodied in the CONTRACT, which will in all instances be inclusive of the PRE-EMPTIVE CONSIDERATION paid in terms hereof.

6. TERMINATION

- 6.1. The SELLER reserves the right to terminate this AGREEMENT at any time prior to the QUALIFYING EVENT, on written notice to the PURCHASER, whereupon the SELLER shall refund the PRE-EMPTIVE CONSIDERATION to the PURCHASER in full, within 10 (ten) days of the date of such termination, and all rights and obligations

between the parties will terminate. Neither party will have any claim against the other pursuant to such termination of this AGREEMENT.

6.2. The PURCHASER may terminate this Agreement at any time prior to the occurrence of the QUALIFYING EVENT on 7 (seven) days' written notice to the SELLER and the PRE-EMPTIVE CONSIDERATION shall not be refunded in such an event.

7. GENERAL

7.1. The PURCHASER may not at any time assign its rights and obligations under this AGREEMENT to any third party without the prior written consent of the SELLER. If the SELLER provides its consent, such consent shall be given in terms of a written agreement in a form acceptable to the SELLER and executed by the parties and the new applicant. The PURCHASER or the new applicant, as the case may be, shall pay to the SELLER an amount equal to two percent (2%) of the total PURCHASE PRICE upon execution of such agreement.

7.2. The SELLER may in its sole discretion, without prior notice or permission to or from the PURCHASER, assign its rights and obligations under this AGREEMENT to any affiliated or nominated company and the PURCHASER hereby consents to any such assignment.

7.3. If any part of this AGREEMENT is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, it shall to that extent be severed from the remainder of the AGREEMENT, which shall continue to be valid and enforceable.

7.4. This AGREEMENT and the rights of parties hereunder are governed by the laws applicable in the Republic of South Africa and any legal action is subject to the exclusive jurisdiction of the Courts of the Republic of South Africa.

7.5. The information provided by the Buyer in this document, and any other information collected from the Buyer in relation to the purchase of the Boulevard Suites UNIT (the "Personal Information"), will be processed for the purpose of booking the Boulevard Suites UNIT and for the purpose of responding to the Buyer. In addition, the Personal Information may be collected, used and disclosed by the SELLER for general research, marketing and sales purposes, and any purposes required by law. The SELLER may from time to time, send the Buyer further information relating to the Boulevard, Zimbali Lakes, and other selected products or services which the SELLER determines may be of interest to the Buyer. As a means of processing and implementing the Personal Information for the purposes set out in this clause 7.5, the SELLER may transfer the Personal Information to affiliated companies and selected third parties (including IFA Hotel & Resorts Ltd (its Subsidiaries and Associated Companies) and Keller Williams Realty). By signing this document, the Buyer specifically confirms that the Buyer consents to the use and disclosure of the Personal Information set out above.

I/We, the above named PURCHASER/s agree to be bound by the terms and conditions contained in this AGREEMENT.

I/We hereby confirm that the details provided by me/us in this AGREEMENT are true and accurate.

SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES STATED HEREUNDER:

Date:	Place:
Witness signature	PURCHASER signature / authorized representative

Date:	Place:
Witness signature	SELLER signature / authorized representative