

“BUY to RENT Agreement”

For a Movable Asset (non-fixed) Eco Accommodation Pod Unit
@ Ashanti Estate

Adding a New Accommodation Revenue Stream
to the existing hospitality business
Ashanti Estate

Entered into between:

(insert Pod Owner's full name)

(insert Pod Owner's identity number or registration number)
(Hereinafter referred to as the “Pod Owner”)

(insert physical address of Owner)
(the address acts as the *domicilium*)

Duly represented by: _____ in his/her capacity as

(delete if Pod Owner is not a company or business)

and

Pods Apart (Pty) Ltd

2020/03442/07
(Hereinafter referred to as the “Pod Renter”)

Ashanti Estate,

Sonstraal Road , Paarl, Western Cape, South Africa

(the address acts as the *domicilium*)

Duly represented by Messrs. Marias Greyling & Guy Johnstone in their capacity as Directors.

WHEREAS: the Parties agree that the Pod Renter shall take possession of the movable property as described in Annexure A (single Pod or Multiple Pods) owned by the above Pod Owner on terms detailed in this “Buy to Rent” Contract.

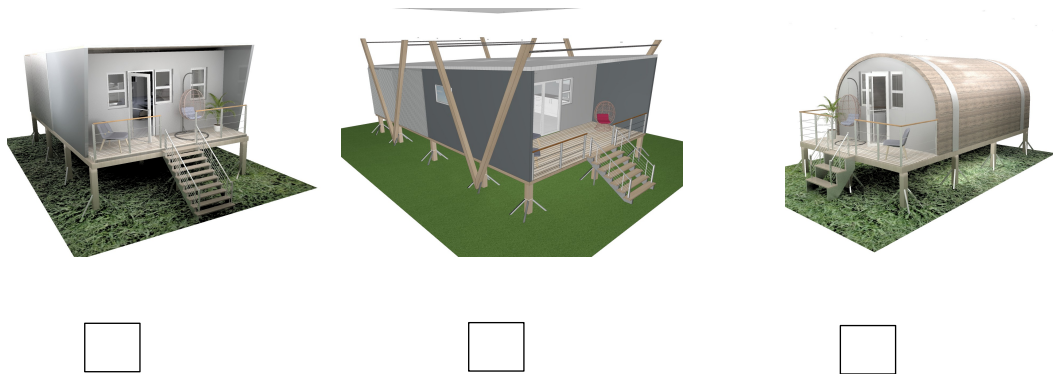
WHEREAS: The Pod Owner shall Rent his/her Pod to the Pod Renter for the duration of this 5-year Agreement.

WHEREAS: the Parties intend that ownership of the Pod will transfer to the Pod Renter upon the full completion of payments as per the terms and conditions set out in this Agreement.

THEREFORE: the Parties agree as follows

1. Payments

1.1. The Parties agree that the purchase price of the Accommodation Pod is Cost R 400,000 (all in)



- 1.2. Once this Contract is signed and your Pod choice marked you will be invoiced.
If purchase is being done through a Vat Registered entity, please provide your Vat number, for invoicing details.
- 1.3. Once the Pod payment is made in full, this agreement is activated. The Pod Owner’s rental income starts accumulating from the very same day the pod is purchased. Regardless of actual build status.
- 1.4. The Pod Renter is responsible for the manufacture, assembly, furnishing and commissioning of your Pod. The Pod Renter guarantees all aspects of the physical pod, for the duration on the signed agreement.
- 1.5. The Pod Renter agrees to pay the Pod Owner a fixed Annual Rental Sum over the 5-year “Buy to Rent” contract period. Payable monthly.

1.6. The rental calculation is : As defined in the matrix below : Detailing Cost of Pod and Rental Income Earned

Rental earned on your Ashanti Pod Asset					
Capital Outlay		Rental Return on Capital	Annual Rental Return	Monthly Rental Return	Total Rental Return Yr 1 to Yr 5
Phase 1: Early Investor discount	R 400,000	18%	R 72,000	R 6,000	R 360,000
Pod Buy Back @ Full Capital Invested Return	End of Year 5				R 400,000

Paid with Zero Operational or Administrative Costs by the Renter. (No hidden T & C's)

1.7. The **Annual Rental Payments** are to be paid by the Pod Renter to the Pod Owner on or before the

..... day of the Month, starting on the yearfor the full 5-year “Buy to Rent ” contract period, ending on Day Month Year.....

1.8. **Rental Payment:** Is a Fixed amount as outlined in the Matrix above. Payment is not dependent on any operational factors, such as the occupancy of your Pod, and cannot be used by the Pod Renter, as an excuse for non-payment.

1.9. **Capital Repayment :** At the end of the 5-year contract term being the DayMonth Year the Pod Renter will Buy the Pod(s) from the Pod Owner at the Full Capital Investment Price, (per clause 1.1 above.)

1.10. **Means of Rental & Capital Payment :** All payments must be made to the Pod Owner by EFT (electronic fund transfer), to the bank account nominated below by the Pod Owner. The Pod Owner agrees to notify the Pod Renter, of any changes in banking details, in writing 15 days prior to due payment date.

1.11. The Personal or Entity Details. The name the Pod will be registered in.

Pod Owners: Personal or Entity Details

Full Name

Tel Number :

Mobile Number :.....

Email Address

Vat Number (if applicable):

1.12. The Banking Details of the Pod Owner

Pod Owners: Personal or Entity Banking Details

Bank:

Branch Code:

Account Name:

Account Number:

Proof of Payment Email address:

1.13. The Pod Renter must provide proof of payment to the Pod Owner.

2. Insurance

2.1. The Pod Renter shall at his own expense, **Comprehensively Insure** the Pod with a reputable insurance company for an amount equal to or exceeding the Pod Purchase Value Price. Ensuring that the Pod asset remains insured for duration of the contract period.

2.2. The Pod Renter undertakes to notify the said insurance company of the Pod Owner's interest in the Pod for insurance purposes.

2.3. Equally the said insurance company, undertakes as a condition of sale, to notify the Pod Owner, should the Comprehensive insurance on his/her asset lapse, for whatever reason.

3. Restriction of Pod Renter's rights

3.1. The Pod Renter shall not sell, cede, assign, transfer or pledge the “Pod ” or allow them to become subject to any lien of whatsoever nature or deliver possession thereof to any other person whilst any funds as stipulated in this contract remain unpaid.

4. Inspection, Guarantee and Warranty

- 4.1. As the Pod Renter's own company, *Pods Apart (Pty) Ltd*, is responsible for the manufacture, assembly, placement, maintenance and operations of the Pod. The Pod Renter hereby acknowledges the condition of the Pod and that the Pod has been inspected and the Pod Renter is satisfied that the Pod is in good order and condition.
- 4.2. The Pod Owner shall not be responsible for any defects, latent or patent, or any damage resulting therefrom.
- 4.3. The Pod Owner does not provide any guarantee or warranty towards the Pod
- 4.4. The Pod Renter will allow that the Pod Owner has the right to view/Inspect his/her Pod.
Both parties agree to be mindful of respecting the privacy rights of paying guests if the pod is occupied. (Please notify in advance)
- 4.5. Furthermore, The Landlord and Shareholders of Farm 1731, Ashanti Wine & Country Estate (Pty) Ltd, (Reg No 2010/004868/07) acknowledges, that the ownership of the physical Eco Pod(s) and related infrastructure belong third parties and waives its landlord's hypothec in this respect.
- 4.6. Equally the Pod Renter and Pod Owner acknowledge that the Landlord and Shareholders of Farm 1731, district Paarl, cannot be held liable or responsible for the pod(s) placed on section of farm.
- 4.7. The term of this rent being the same as the duration of the Special 10-year Consent Use.
(lease termination date 6/12/ 2034)

5. Transfer of ownership and Surety

- 5.1. Ownership of The Pod will remain with the Pod Owner for the duration of this Agreement.
- 5.2. The transfer of the Pod ownership rights will take place between current Pod Owner and the Pod Renter (new owner), upon the full payment of both rental and capital repayment due to the Pod Owner, as per this Buy to Rent Agreement.
- 5.3. The right to rental revenue, and all other pod ownership rights will transfer to the new owners upon this transfer of ownership.

6. Breach

- 6.1. If the Pod Renter breaches a provision of this Agreement and fails to remedy the breach within 21 (twenty-one) business days of the date of receipt of a written notice from the Pod Owner, requiring the Pod Renter to remedy the breach, the Pod Owner will be entitled to any remedy available in law, without further notice to the Pod Renter

7. General

- 7.1. This Agreement constitutes the whole Agreement between the Parties.
- 7.2. No relaxation or indulgence granted by the Pod Owner and no omission by the Pod Owner timeously or diligently to enforce any right under this Agreement shall be deemed to amount to a waiver of that or any other right.
- 7.3. No variation in terms of this Agreement, novation or cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by both the Pod Owner and the Pod Renter.

Signatories

Pod Owner:

Signature _____ Full name: _____

Signed at _____ on _____ 2025

As witnesses for the Pod Renter:

1. Signature _____ Full name: Marais Greyling
Id Number: 8109255114085

2. Signature _____ Full name: Guy Mordaunt Johnstone
Id Number: 6103095010084

Pod Renter:

Signature _____ Full name: _____

Signed at _____ on _____ 2025

As witnesses for the Pod Owner:

1. Signature _____ Full name _____

2. Signature _____ Full name _____

Registration Details of Pod Owner's Movable Pod Asset

Pod Type : Pod Manufacturer Number:

Date of Pod Investment Pod Purchase Price value R

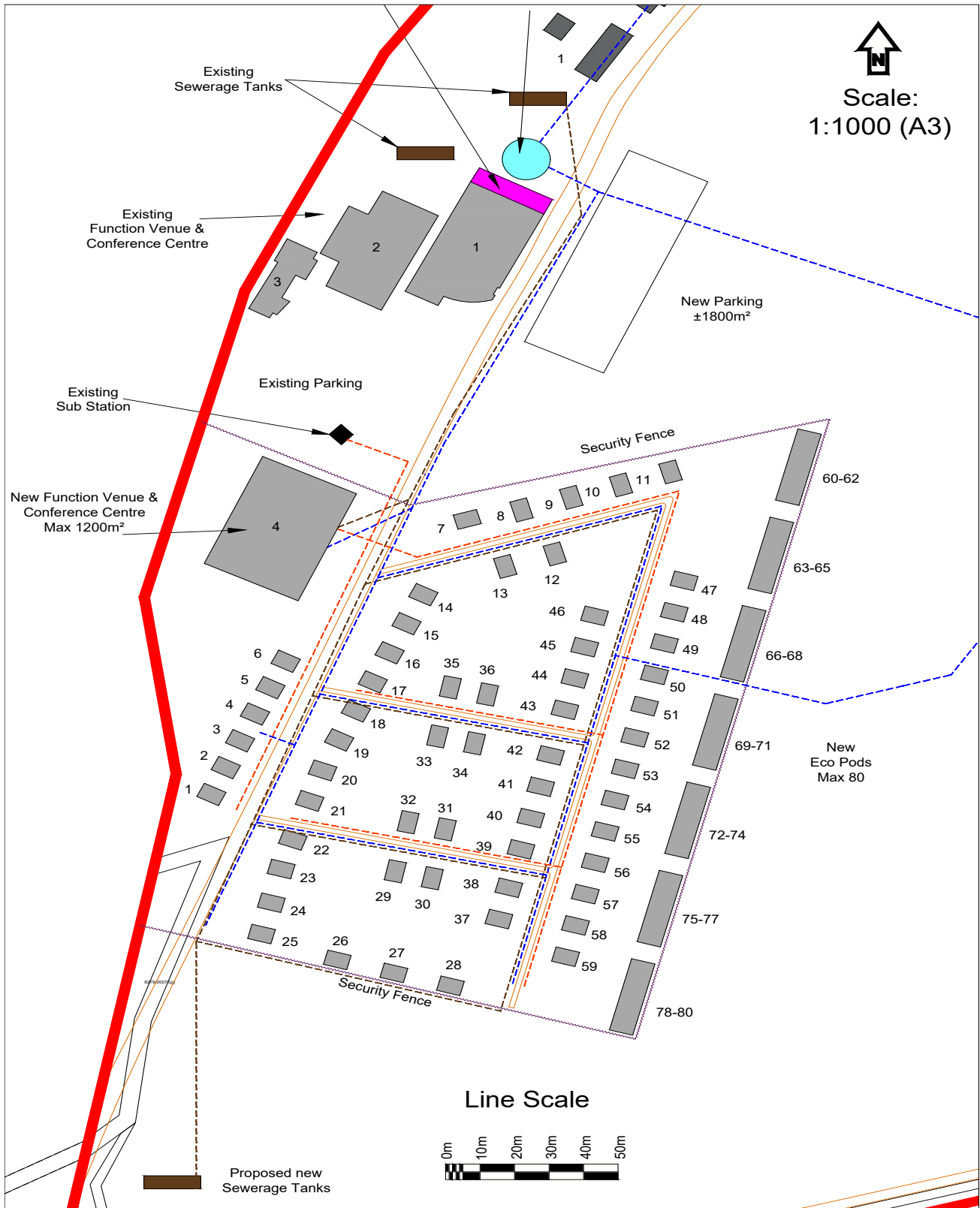
Annual Pod Rental Income Due Date (as per signed "Buy to Rent" Contract)

Capital Repayment Amount @ end of Contract Period of R payable on due date :

Pod Location : Ashanti Estate Paarl Site & Pod No

Placement positioning the Pod (as marked per approved Site Plan)





For further Contract details or clarity

Our contact details are

- Marais Greyling: 083 4220 940 Email: marais@ashantiestate.co.za
- Guy Johnstone: 082 5503 240 Email: guy@podsapart.com

We look forward in assisting with any additional queries and are readily available to host on site meetings or viewings, if required.