

The Property

Erf/Unit _____ Unit Type _____ in Phase _____ of the development known as Viridian Square, being a portion of Erf 12, Burgundy, City of Cape Town in extent of approximately _____ square meters (See Site Layout enclosed as Annexure "A")

1. Interpretation

In this agreement, unless the context indicates otherwise, the following expressions shall have the meanings assigned to them hereunder:

- 1.1 The Estate Agent: Ukholo Eiendomskonsultante t/a Nationlink Plattekloof
Tel: (021) 911 1043 | Fax: 086 666 0150 | Email: office@nationlinkplattekloof.com
- 1.2 The Conveyancers: The transferring attorneys appointed by the Seller, namely:
Mostert & Bosman Attorneys
Reference: Pieter Goosen
Tel: (021) 914 3322 | Fax: (021) 914 3330 | Email: pieterg@mbalaw.co.za
- 1.3 Institutions: Any financial institution registered in terms of the Deposit Taking Institutions Act of 1990

2. Sale and Purchase

Subject to the hereinafter mentioned terms and conditions the Seller hereby sells to the Purchaser who hereby purchases the Property.

3. Purchase Price and Guarantees

The purchase price of the Property is the amount stipulated and initialed by the parties for identification purposes, and is payable as follows:

Purchase Price

- a. The purchase price of plot R _____ Vat Included
- b. The deposit R _____
- c. The bond R _____
which includes building costs referred to in Clause 5.1

- 3.1 The Purchaser shall pay the deposit in the amount as stipulated above in trust to the Seller's Conveyancers within 7 days to be invested pending registration of transfer by the said Conveyancers. Interest shall accrue to the Purchaser.
- 3.2 The balance of the purchase price shall be paid to the Seller against registration of transfer of the Property in the name of the Purchaser.
- 3.3 The Purchaser shall, within 7 (seven) days after being requested to do so by the Conveyancers and provided that the suspensive conditions contained in this agreement have been complied with, lodge with the Conveyancer a guarantee or guarantees, which shall:
- 3.3.1 be issued by an institution(s) that should be acceptable to the Seller, the terms and conditions of such guarantee must be acceptable to the Seller and his Conveyancer, and
- 3.3.2 secure payment of the said balance to the Seller and/or his nominee on registration of transfer of the Property in the name of the Purchaser and registration of a mortgage bond, if applicable.

4. Value Added Tax

The Seller is liable for payment of VAT in respect of the purchase price at the rate applicable (included in the purchase price).

5. Mortgage Bond

- 5.1 This sale is subject to the suspensive condition that the purchaser obtains approval in principle of a loan, secured by a first mortgage bond over the Property and such other securities as may be required by the Mortgagee, such loan to be approved on the conditions that usually apply to financial institutions, for an amount as reflected on

Schedule 1 (or such lesser amount which Purchaser may accept) and within 45 (Forty Five) days from date of signature hereof or within such further period as the Seller in his sole discretion may allow.

Transfer and Bond Costs

- 5.2 The Seller shall pay agents commission as agreed.
- 5.3 The Seller shall also pay the transfer costs on the following conditions:
- 5.3.1 That the Purchaser applies solely and exclusively through the Estate Agent's Nominated originator for his bond, and
 - 5.3.2 That the banks must instruct Mostert & Bosman Attorneys to register the bond failing which the Purchaser will be liable for the Attorney's transfer costs, on demand.
- 5.4 The Purchaser is however liable for all bond registration costs including any valuation and/or administration fees levied by the bank.
- 5.5 The seller and the purchaser hereby request the bank to instruct Mostert & Bosman to register the bond. ✍

6. Transfer

- 6.1 Transfer shall be effected by Mostert & Bosman Attorneys as soon as possible after clearance has been obtained from the Local Authority.
- 6.2 The Seller shall be liable for payment of transfer costs subject to clause 5.3 above.
- 6.3 The Purchaser undertakes immediately upon demand to sign all the necessary documents in connection with the registration of this transfer and bond.
- 6.4 The Conveyancers shall affect registration of transfer of the Property and simultaneous bond within a reasonable time after the Purchaser has complied with his obligations and provided the Property is transferable.

7. Occupation

Occupation of the Property shall be given by the Seller to the Purchaser on date of registration of transfer on which date the Purchaser shall be deemed to have taken occupation of the Property, regardless of whether the Purchaser actually takes physical occupation of the Property.

8. Risk and Ownership

With effect from the date of registration of transfer all the benefits and risks of ownership of the Property shall pass to the Purchaser.

9. Rates and Taxes

The Purchaser shall be liable for payment of all rates, taxes, and other local or regional or central government levies or charges in respect of the Property calculated as from the date of occupation, and the Purchaser shall refund to the Seller a proportionate share of such charges paid by the Seller in advance. If requested to do so the Purchaser shall on demand pay to the Conveyancers an estimated pro rata portion of such rates etc. in advance to enable the said Conveyancer to pay such rates etc. before registration of transfer.

10. Sale "Voetstoots"

- 10.1 Save as herein specifically provided, the sale constituted by this Agreement shall be "voetstoots" and the Seller gives no additional warranties of any nature whatsoever whether expressed or implied. The Purchaser hereby acknowledges that the Seller shall in no way be responsible for any defect whether latent or patent in the Property. The parties further acknowledge and record that this Agreement, together with any Annexures hereto, constitutes the sole and exclusive memorial of the agreement between them, and that neither party has been induced by any other representations, save and except the contents of this Agreement and the said Annexures.
- 10.2 The Property is also sold subject to such conditions, restrictions, servitudes and other provisions set out or referred to in the Title Deed conveying title to the aforementioned land, and all such conditions, servitudes and/or restrictions that may be imposed by any local or regional authority as a condition of rezoning, subdivision or the establishment of the said township.
- 10.3 The Purchaser acknowledges that he has acquainted himself with the nature, condition, boundaries, extent and locality of the Property; and he has inspected the draft general plan of the township; and he will have no claim

whatsoever against the Seller for any minor deficiency in the size of the Property which may be revealed on any re-survey nor shall the Seller benefit from any possible minor excess.

11. Cancellation

- 11.1 In the event of the Purchaser refusing or failing to comply punctually with any of his obligation in terms of this agreement and provided that 7 (seven) days has elapsed after receipt by the Purchaser of a written demand to comply with the said obligation(s), the Seller shall be entitled to:
- 11.1.1 cancel this agreement, to repossess the Property and to retain all monies paid as "rouwkoop" and liquidated damages, without prejudice to his rights to claim damages from the Purchaser; or
 - 11.1.2 to claim specific performance from the Purchaser, i.e. that the Purchaser complies with all his obligations in terms of the agreement, including payment of all legal costs;
- 11.2 In the event of the Purchaser being provisionally or finally sequestrated or liquidated, the Seller shall enjoy the same rights as set out above.
- 11.3 Notwithstanding any contrary provisions contained herein, the parties specifically agree that, in the event of the transfer being delayed by any circumstances not attributable to the Seller, the whole purchase price shall bear interest at the prime plus 3% bank overdraft lending rate of Absa Bank from time to time. The said interest shall be calculated as from the due date (the date when registration would have been effected, were it not for the delay) to the date of payment. ✍

12. Domicile

- 12.1 Each party chooses as his domicilium citandi et executandi his address as set out in the preamble above, at which address all notices and legal processes in relation to this Agreement or any action arising there from may be effectually delivered and served.
- 12.2 Any notice given by one of the parties to the other ("the addressee") which:
- 12.2.1 is delivered by hand to the addressee's domicilium citandi et executandi shall be presumed, until the contrary is proved, to have been received by the addressee on the date of delivery; or
 - 12.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium citandi et executandi shall be presumed, until the contrary is proved, to have been received by the addressee on the fifth day after the date of posting.
- 12.3 Either party shall be entitled, on written notice to the other, to change the address of his domicilium citandi et executandi.

13. General

- 13.1 The parties undertake to do all such things as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this Agreement.
- 13.2 This Agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect.
- 13.3 No variation of the terms and conditions of this Agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.
- 13.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 13.5 The Purchaser warrants that all consents required in terms of the Matrimonial Property Act 88 of 1984 have been duly furnished.
- 13.6 It is hereby recorded that the headings to the clauses in this Agreement are inserted for information only and will have no relevance in the interpretation thereof. The singular shall be deemed to include the plural (and vice versa) and the one sex the other.

14. Signatures

- 14.1 It is recorded that this document is intended to be signed firstly by the Purchaser and thereafter by the Seller.

14.2 The Purchaser acknowledges that his signature hereto constitutes an offer by him to purchase the Property on the terms and conditions set out herein, which offer shall remain irrevocable for a period of 21 (Twenty One) days as from date of signature by the Purchaser and available for acceptance by the Seller at any time prior thereto.

15. Conditions of Local Authority

The Purchaser buys the Property subject to the conditions imposed by the local authority in regard to building plans, building restrictions and architectural guidelines.

16. Jurisdiction

16.1 The parties hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of the said Magistrate's Court Act in any action or court procedure instituted by the Seller arising out of this Agreement.

16.2 Notwithstanding the above, the Seller shall be entitled to institute any action or court procedure against the Purchaser arising out of this Agreement in any Court having jurisdiction.

17. Company / Close Corporation to be formed

17.1 In the event of the Purchaser being a Company or a Close Corporation to be formed the signatory for the Purchaser shall be personally liable for all the obligations of the Purchaser as though he contracted in his personal capacity if:

17.1.1 the company or close corporation (as the case may be) in respect whereof he acts as trustee is not incorporated within 30 (thirty) days of date of signature hereof by such signatory; and

17.1.2 the company/close-corporation having been incorporated, fails to adopt and ratify unconditionally this transaction without modification within seven (7) days of date of incorporation.

17.2 Upon timeous formation of the said company/close corporation and due and timeous ratification and adoption of this transaction as aforementioned the said signatory shall become and liable to the Seller as surety for and co-principal debtor with the company/close corporation for its obligations as Purchaser in terms of this Agreement under renunciation of the benefits of excussion and division, with the meaning and effect of which he declares himself to be fully acquainted.

18. Company / Close Corporation / Trust - Formed

In the event of the Purchaser being a Company or a Close Corporation or The Trustees for the time being of a Trust, the signatory for the Purchaser by his signature hereto binds himself to the Seller as surety and co-principal debtor in solidum for the Purchaser under renunciation of the benefits of excussion and division for the performance by the Purchaser of all the Purchasers' obligations in terms of this Agreement.

19. Homeowners Association

It is hereby recorded that the abovementioned property will be situated within the boundaries of a Complex within Burgundy Estate and the following will be applicable:

19.1 Membership of the Viridian Square Home Owners Association and the Burgundy Estate Master Home Owners Association shall be evidenced by registered ownership in the Deeds Registry, Cape Town;

19.2 Upon registration of ownership of the Erf in the name of a purchaser, membership of the Association by such purchaser shall be automatic and obligatory and members shall be obliged to comply with the provisions of its constitution & conduct rules;

19.3 No person shall be entitled to cease to be a member of the Association while remaining the registered owner of an Erf in the Township Area;

19.4 Membership shall be transferred by the registration of a deed of transfer in the Deeds Registry, Cape Town, and passing transfer from the previous owner to the new owner;

19.5 It is the responsibility of the Purchaser to request and obtain a copy of the relevant Constitution, Conduct Rules, Levy Statement and any other relevant documentation which may be applicable.

19.6 It is hereby recorded that by signing this agreement, the Purchaser are deemed to have received / obtained, read, understood and agree to the conditions as contained in the documents referred to in clause 19.5. The Constitution and Conduct Rules of both entities referred to in Clause 19.1 are available on www.viridiansquare.co.za

- 19.7 The estimated total monthly levies payable to the Associations will be R595 (Five Hundred and Ninety Five Rand) per unit.
- 19.8 A copy of the proposed budget for Viridian Square is available at www.viridiansquare.co.za

20. Special Conditions

- 20.1 The Purchaser shall not be entitled to sell, market the Property, erect for sale boards or otherwise dispose of the Property prior to registration of transfer without the Seller's prior written consent being obtained.
- 20.2 The parties agree that if the Seller at any time decides not to go ahead with the proposed Development, this agreement will become null and void and all monies paid by the Purchaser will be repaid, together with interest.
- 20.3 The Seller and the Purchaser are aware that the numbering of the erven may change should the Seller have to meet certain requirements in the process of the subdivision of the land, and are in agreement that such a change in numbering shall not affect the actual identity of the Property.
- 20.4 If the Municipality for whatsoever reason refuses to give clearance certificate for the transfer of the Property, either party may terminate this agreement with 7 days written notice, in which event this agreement will become null and void and all monies paid by the Purchaser will be repaid, together with interest. In such an event the parties will have no further claims against each other.

21. SARS Risk Analysis

As a result of the South African Revenue Services (SARS) doing risk analysis on both the transferor and the transferee on all property transactions both the Seller and the Purchaser warrant to each other and the agent that all tax issues (whether personal or otherwise) including but not limited to tax returns and tax payments are current and up to date.

The defaulting party will be liable for all costs incurred and damages suffered by the aggrieved party as a result of a breach of this warranty. The aggrieved party shall also be entitled to place the defaulting party on terms and thereafter cancel the agreement if this warranty is breached. These remedies are in addition to all rights which the parties have in terms of this agreement or in Law.

22. References

The Purchaser consents that, and authorises the Conveyancer or Agent to, at all times before, during and after the period stipulated in this agreement:

- 29.1 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Purchaser;
- 29.2 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Purchaser to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Purchaser's dealings with the Conveyancer or Agent.

23. Suspensive Condition

This agreement of sale is subject to the purchaser signing a building contract with a Everson Construction CC appointed by the Seller, on the same day as the date of signature hereof, for the erection of a dwelling on the Property in accordance with the Seller's development proposals.

Signed at _____ on this _____ day of _____ 2011

Purchaser (1): _____

Purchaser (2): _____

Witness: _____

Signed at _____ on this _____ day of _____ 2011

Seller: _____

Witness: _____

Signed at _____ on this _____ day of _____ 2011

Agent

for Nationlink Platteklouf



VIRIDIAN square

VIRIDIAN SQUARE | BUILDING AGREEMENT

The Contractor

Registered Name
 Registration Number
 Herein Duly Represented By
 Address

Everson Construction CC
 CK 96/51149/23
 JFD Everson
 18 King Fisher Crescent
 North Park, Brackenfell
 083 375 1152 Cell
 everson1@telkomsa.net

Fax 086 509 2629

Telephone
 E-mail address

and

The Project Manager

Name
 Address

Henrie Jonck
 c/o Mostert & Bosman, MSP Chambers, 4 Howick Close, Tyger Falls, Bellville

and

Employer / Owner 1

Full Names /Registered Name

ID / Registration Number

Telephone

Work _____ Home _____

Cell

_____ Fax _____

E-mail address

Employer / Owner 2

Full Names /Registered Name

ID / Registration Number

Telephone

Work _____ Home _____

Cell

_____ Fax _____

E-mail address

The Property

Erf/Unit _____ Unit Type _____ in Phase _____ of the development known as Viridian
 Square, with a unit size of approximately _____ square meters

Contract Price

The contract price (subject to any variations)	R _____ (including VAT).
Optional Extras	
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
Total of Optional Extras	R _____
Total of Contract Sum	R _____

2. Interpretation

- 2.1 In this Agreement the following terms and expressions shall have the meanings ascribed to them hereunder unless the context specifically required otherwise –
- 2.1.1 Additional Costs: shall mean all costs as Clause 1, which will be supplied by the Contractor as part of the execution of the Works in terms of this Agreement;
 - 2.1.2 Agreement: the Building Agreement in respect of the Works and as set out in this document between the Employer and the Contractor;
 - 2.1.3 Agreement of Sale: the Agreement of Sale in respect of the Erf entered into by and between Epangelo CC, Registration Number 2010/062035/23;
 - 2.1.4 Architect: the Architect appointed by the Project Manager from time to time for the purpose of the execution of the Works.
 - 2.1.5 Attorneys: Messrs Mostert & Bosman | MSP Chambers, 4 Howick Close, Tyger Waterfront Ref: Pieter Goosen | Tel No: (021) 914 3322
 - 2.1.6 Basic Specifications shall means the detailed specifications and finishing schedule annexed hereto as Annexure C and shall comprise the standard specifications and finishes which will be supplied by the Contractor as part of the execution of the Works in terms of this Agreement;
 - 2.1.7 Business Day: means any Day except a Saturday, Sunday or officially proclaimed public holiday;
 - 2.1.8 Completion Date: means the date determined in terms of Clause 7.6 of this Agreement.
 - 2.1.9 Contractor: means the Party as referred to in Clause 1 of this Agreement
 - 2.1.10 Contract Price: the total costs of the Works as referred in Clause 1
 - 2.1.11 Day: any Day of the week, including Sundays and South African Public Holidays;
 - 2.1.12 Development: the proposed Development known as Viridian Square of which the Erf forms part;
 - 2.1.13 Due Date: means, for all purposes of this Agreement, 3 (Three) Business Days after demand for payment was made by the Employer to the Contractor.
 - 2.1.14 Employer: means the Party as referred to in Clause 1;
 - 2.1.15 Erf: the property to be registered in the name of the Employer as indicated on Annexure A being the Site Development Plan pertaining to the Development;
 - 2.1.16 Local Authority: means the Local Authority having jurisdiction over the Erf, being at present the City of Cape Town, and shall include any body that may be its successor in such capacity;
 - 2.1.17 Parties: a collective reference to the Contractor and the Employer and "Party" means one of them;
 - 2.1.18 Prime Overdraft Rate: means the rate of Interest per annum which is equal to ABSA Bank Limited publicly quoted prime overdraft rate of Interest per annum charged by the said bank on overdrawn current account of its most favourite clients from time to time (in the event of a dispute as to the prime overdraft rate, the rate shall be certified by any manager of any branch of the said bank, who's certificate will act as prima facie proof of the overdraft rate);
 - 2.1.19 Plan: a copy of which is annexed hereto as Annexure B and shall for the purpose of this Agreement means the signed drawings of the Works, which shall form the basis for drawings to be submitted to the relevant Local Authority for approval.

- Upon approval thereof, the approved Plan shall substitute the drawings and be deemed to be the Plan selected and approved by the Parties for the purpose of this Agreement and the execution of the Works in terms hereof;
- 2.1.20 Price Structure: shall mean all costs as per Clause 1, which amount will become due and payable to the Contractor in the execution of the Works in terms of this Agreement;
- 2.1.21 Project Manager means the party as described in Clause 1 of this Agreement;
- 2.1.22 SDP: means the Site Development Plan to be approved by the Local Authority, a copy of the draft SDP attached hereto as Annexure A;
- 2.1.23 VAT: means Value Added Tax payable in terms of the VAT Act;
- 2.1.24 VAT Act: means Act No 89 of 1991;
- 2.1.25 Upgrade to Specifications shall mean the upgrading from the Basic Specifications to the specifications described as per Annexure C hereto. If any additions are made to Annexure C a quote will be sent and has to be approved and paid for within a 24 hour period, which quote will be supplied by the Contractor. This will then form part of the execution of the Works in terms of this Agreement;
- 2.1.26 Works: the building works to be conducted on the Erf by the Contractor in accordance with the Plan, Basic Specifications and, if applicable, the Upgrade to Specifications;
- 2.2 Indulgence: Any indulgence in respect of time or anything else granted by a Party to the other will not be considered to impair any of the rights of such Party in terms of the Agreement, or affect any right of whatsoever Party.
- 2.3 Exclusion of other Agreements: This Agreement cancels and supersedes all other contracts entered into by the Parties before the date of this Agreement and any amendment, addition hereto or consensual cancellation thereof will be of no force of effect unless it appears in writing and is signed by the Parties hereto.
- 2.4 Clause Headings: The head notes in this Agreement are used only for the purpose of reference and shall in no way effect or govern the construction or interpretation of this Agreement.

3. The Works

- 3.1 The Contractor undertakes to execute the Works in a proper and workmanlike manner against payment of the Contract Price referred to in Clause 4.
- 3.2 The Works shall be substantially in accordance with the Plan and Basic Specifications provided that the Contractor shall be entitled in his discretion to deviate from the Plan and Basic Specifications if, during the building and construction of the Works it appears that such deviation will result in the most significant, practical and economical completion of the Works without essentially deviating from the Plan or having a negative effect on the quality and finishing of the Works. The Contractor may do so without the consent of the Employer.
- 3.3 In the event of any discrepancy arising from the Plan and the Basic Specifications, the provisions of the Basic Specifications shall prevail.
- 3.4 The Employer irrevocably grants a power of attorney to the Contractor to sign and submit the necessary drawings and specifications to the Local Authority for its approval.
- 3.5 No alterations or deviations of the Plan will be allowed. The placement of the Works on the Erf will be in the sole discretion of the Contractor.

4. Contract Price

- 4.1 The Contract Price shall be the amount referred to in the Price Structure in Clause 1, subject to any variations referred to in the Upgrade to Specifications and/or Additional Costs. The Additional Costs shall be the sum referred to in Clause 1, which sum is inclusive of VAT and shall be payable by the Employer to the Contractor as part of the Contract Price. In the event that it is not included in the Contract Price, it will be due in cash within 24 (Twenty Four) hours after acceptance of the written quotation provided by the Contractor, failing to do so, the Contractor will not be liable for any Upgrade to the Specifications and Additional Costs.

5. Payment of the Contract Price

- 5.1 Payment of the Contract Price shall be made by the Employer to the Contractor/Project Manager:
- 5.1.1 In the following progress payment instalments:
- 5.1.1.1 The first instalment being 50% of the Contract Price shall be paid upon the completion of the first section of the Works namely:
- a) All foundations completed.

- b) Brickwork to plinth height, backfilling and floors cast.
- c) Brickwork internal and external walls completed except gables and beam filling.
- 5.1.1.2 The second instalment being 30% of the Contract Price shall be paid upon the completion of the second section of the Works namely:
 - a) Roof trusses and roof covering.
 - b) Brickwork gables and beam filling completed.
 - c) Internal and external walls plastered.
 - d) Ceilings and cornices fixed.
 - e) Cupboard carcasses fitted.
 - f) Doors hung with locks fitted.
 - g) Electrical tubing fitted.
 - h) Plumbing pipes and drainage fitted.
 - i) Glazing complete.
- 5.1.1.3 The third instalment being 10% of the Contract Price shall be paid upon the completion of the third section of the Works namely:
 - a) Painting and tiling complete.
 - b) Electrical and plumbing work complete.
 - c) All remaining work done as per Specifications.
 - d) All Contractors rubble removed and site left clean.
- 5.1.1.4 The fourth and final instalment being 10% of the Contract Price shall be paid upon of the completion of the fourth and final section of the Works namely:
 - a) Prior to Employer taking occupation of the Works, or
- 5.1.2 According to the standard procedure of the financial institution concerned, in the instance where a bond has been registered by the Employer as provided for in terms of Clause 5 of the Agreement of Sale. In a case where a part of the Contract Price is financed by a bond, the Employer undertakes to pay the first part of the Contract Price as indicated in Clause 5.1.1 of this Agreement and the bond shall be utilized for the later payments.
- 5.2 Should there be any dispute between the Parties, then the matter will be referred to the Architect whose decision will be final and binding on the Parties.
- 5.3 Any agreed payments not paid on Due Date will bear interest in accordance with the provisions of Clause 8 below from the Due Date to date of final payment.
- 5.4 In the event of any part of the Contract Price being payable from the proceeds of a building loan secured by a mortgage bond obtained from a financial institution then the Employer irrevocably cedes the Contract Price equal to the outstanding balance of the Contract Price or the total proceeds of the building loan, whichever is the lesser.
- 5.5 In the event of an Employer failing or refusing to authorize payment of any interim or final draws, the Contractor shall be entitled without prejudice to any other rights which he may have in terms of this contract in law to discontinue the Works forthwith and all damages arising, costs, including the additional interest accrued, shall be for the account of the Employer.
- 5.6 The Contractor will only be allowed to submit any draws in lieu of payments to the Employer, the Attorneys or the relevant financial institution if such progress draws is co-signed by the Project Manager.
- 5.7 All amounts payable in terms of this Agreement shall be paid into the trust account of the Attorneys. The Attorneys will be entitled to make payment of such amount, to the Contractor, only upon written instruction from the Project Manager.

6. Possession

- 6.1 The Contractor shall be entitled to:
 - 6.1.1 receive full possession and occupation of the Erf when he is due to commence the Works.
 - 6.1.2 retain possession of the Works until all agreed amounts owed to him under this Agreement and under any other Agreement or arrangement between the Contractor and the Employer in connection with the Works have been paid and all obligations of the Employer of this Contract have been fulfilled.
- 6.2 The Parties record that the earliest date of possession and occupation of the Works, i.e. the earliest expected Completion Date, is the date referred to in Clause 7.6 of this Agreement.
- 6.3 Provided the Employer has complied with all his obligations in terms of this Agreement, possession and vacant occupation of the Works shall be given by the Contractor and taken by the Employer on the Completion Date.
- 6.4 The right to use the Works passes to the Employer on the Completion Date as provided for in this Agreement.

- 6.5 It is recorded that, subject to the provision referred to in Clause 11.2, the Erf on which the Works is constructed will throughout the construction period be under the control of the Contractor and that the Employer shall not be entitled to have any access to the Erf prior to the Completion Date, otherwise than as approved by the Contractor or its agent, and if approval is granted, subject to the terms of such approval.

7. Commencement and Completion of the Works

- 7.1 The Contractor shall commence with the Works on or before registration of the Erf in favour of the Employer in terms of the Agreement of Sale, but he shall not be obliged to commence the Works until:
- 7.1.1 the Employer has furnished adequate security to the Contractor's satisfaction for the whole of the Contract Price; and
 - 7.1.2 all necessary consents, approvals and/or registrations from all relevant authorities have been obtained.
- 7.2 If commencement of the Works is delayed for longer than a period of 180 (One Hundred and Eighty) Business Days as from date of signature hereof for any reason other than a reason attributable to the fault and/or omission of the Contractor, then the Contractor shall be entitled in its sole discretion to resign from this Agreement, with neither party having any further claim against one another or alternatively claim an adjustment to the Contract Price in accordance with any increases in the cost of material and/or labour which might in the interim have occurred. In the event of the Parties being incapable of agreeing as to the adjustment to the Contract Price, then a Quantity Surveyor appointed by the Contractor shall determine the dispute and the Quantity Surveyor's determination shall be final and binding on the Parties.
- 7.3 Subject to any extensions permitted in terms of Clause 7.4, the Contractor shall complete the Works within 150 (One Hundred and Fifty) Business Days after commencement.
- 7.4 If the commencement or completion of the Works is delayed for any cause whatsoever beyond the Contractor's control or if any building industry holidays, whether statutory or recognised generally as customary in the industry fall within the contract period, then the Contractor shall be entitled to a fair and reasonable extension of time for the completion of the Works and the Employer shall not for that reason have any claim against the Contractor for damages or otherwise.
- 7.5 The occurrence of one or more of the events detailed in Clause 7.6 below shall constitute complete proof of the satisfactory completion of the Works by the Contractor and shall determine the Completion Date and the Contractor shall be discharged completely from all obligations expressed or implied under this contract and any variation thereof or addition thereto and the Employer shall have no further claim on the Contractor, save as specifically otherwise provided herein.
- 7.6 For purposes aforesaid, the occurrence of any one of the following shall constitute the Completion Date:
- 7.6.1 The date of formal handing over of the keys to the Works by the Contractor to the Employer and the signing by the Employer of a handing-over certificate in acknowledgment thereof; or
 - 7.6.2 The date which occupation of the Works is taken by the Employer or his Agent, or
 - 7.6.3 After notice by the Contractor to the Employer that the final section of the Works has been completed and all inspections have been done and tests passed by the Mortgagee or relevant authority and the Works are available for occupation by the Employer, or
 - 7.6.4 The date of issue of a certificate signed by the Architect stating that the Works have been satisfactorily completed, or
 - 7.6.5 An Occupation Certificate issued by the Local Authority;

Whichever of these dates shall be the earliest.

- 7.7 Notwithstanding anything elsewhere provided for in this Agreement, all amounts owing in terms of this Agreement which have not already been paid in terms of the provisions of this Agreement, shall be forthwith payable on the Completion Date.
- 7.8 In addition to the defects list referred to in Clause 8.2 of this Agreement, the Employer, must within 7 (Seven) Days after the Completion Date, notify the Contractor in writing of any visible defects, which will be rectified within one month, permitting access. This list shall be regarded as a final and complete defect list, but shall not constitute the right to withhold final payment.
- 7.9 The risk in the Works shall pass wholly and entirely to the Employer as from the Completion Date.

8. Guarantees and Handover of the Works

- 8.1 The Employer or his representative shall be obliged to attend a hand-over inspection of the Works together with the Architect, Project Manager or a representative of the Contractor at any pre-arranged time (as close as

possible to the final completion of the Works by the Contactor) before or after the Completion Date, pursuant to Clause 7.6.1 of this Agreement, in order to inspect the Works and to be advised of the defects listed by the Architect, Project Manager or the representative of the Contractor which are to be remedied by the Contractor in terms of Clause 8.3. During the hand-over inspection the Architect, Project Manager or the representative of the Contractor may in his sole discretion add further items to the defects list, which will be remedied by the Contractor in terms of Clause 8.3 of this Agreement. In the event however, that the Employer or his representative fails to attend the hand-over inspection within a period of 7 (Seven) days after he was invited to attend to an appointment regarding the handover inspection, despite having been duly notified thereof, the Architect, Project Manager or the representative of the Contractor, shall conduct such inspection and hand-over. The Parties record that the Employer may appoint the Agent as referred to in Clause 1 of the Agreement of Sale to attend the abovementioned inspection and to accept the handover of the keys of the works.

- 8.2 The defects list issued by the Architect, Project Manager or the representative of the Contractor on the Completion Date with such further items, if any, added during the hand over inspection shall be final and binding between the Parties and the Employer shall be obliged to accept the Works with such defects. Subject to Clause 7.8, the Employer shall be precluded from raising at any later time any defect which is alleged to have been a patent defect on the day of the inspection, but does not appear on such list and shall not have any claim against the Contractor arising there from nor shall the Employer be entitled to allege that any such defect or any of the defects listed by the Architect, Project Manager or the representative of the Contractor, renders the Works unfit for beneficial occupation.
- 8.3 The Contractor shall remedy any defects that have been listed by the Architect, Project Manager or the representative of the Contractor on the said defects list pursuant to Clause 8.1, as soon as reasonably possible after the Completion Date. The Contractor shall remedy any material latent defect in the Works due to faulty workmanship or materials, manifesting itself within 90 Days of the Completion Date, provided that the Employer notifies the Contractor thereof in writing within the said period of 90 (Ninety) Days. Any dispute between the Contractor and the Employer as to whether the defect constitutes a material defect, shall be referred to the Architect, Project Manager or the representative of the Contractor for determination, whose decision shall be final and binding on the Parties.
- 8.4 In addition to the obligation of the Contractor in Clause 8.3 to remedy patent and latent defects, the Contractor shall in terms of the NHBRC requirements.
- 8.5 In the absence of notice as referred to in Clause 8.4 above the Employer shall be deemed to have accepted the Works in a fit and proper condition and be deemed to have acknowledged that the Contractor has fully complied with its obligations as set out in the aforesaid Clause.
- 8.6 The Employer shall be obliged to give the Contractor all access reasonably required to remedy the patent or latent defects that are required to be remedied in terms of Clause 8 above.
- 8.7 The Contractor personally, or through its servants or agents, shall be entitled at all reasonable times to have access to the Works for the purpose of inspecting it or to carry out any repairs which the Contractor may in terms hereof be obliged or entitled to perform whether such repairs relate to the Works or not, and the Employer shall have no claim against the Contractor for any disturbance in his occupation arising out of the exercise by the Contractor of the rights hereby conferred.
- 8.8 After occupation of the Works by the Employer, any repairs will be done during working hours, Monday to Friday.
- 8.9 The Architect's or Project Manager's certificate stating that any defect for which the Contractor is liable in terms of Clause 8 has been made good shall be final and binding on both Parties and shall relieve the Contractor from any obligations in respect of such defect.
- 8.10 The Warranty specifically excludes the following repair items:
- 8.10.1 touch-up paint of any nature,
 - 8.10.2 hairline cracks in the plaster work,
 - 8.10.3 any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints,
 - 8.10.4 any mould growth caused by a lack of ventilation and/or condensation, any doors and windows slamming in windy conditions or any damage caused thereby,
 - 8.10.5 wind and rain entering through the windows and doors and windows left open, and
 - 8.10.6 hot water cylinders which will be covered by the guarantee supplied by the manufacturers thereof.
- 8.11 The Parties record that should the Contractor be willing to repaint any surface an alternative paint as to the paint specified in the Basic Specifications, then and in that instance, the Employer undertakes to supply the Contractor with the necessary paint.

9. Variations

- 9.1 Should the Employer, after signature of this Agreement, require that any aspect of the Works be varied and/or any extra work be carried out by the Contractor, then such request shall be made in writing whereupon the Contractor may (but is not obliged to) submit a written quotation in respect of the cost of such variation/extra. On signature of the quotation by the Employer, which quotation must be accepted within 24 (Twenty Four) hours it was dispatched by the Contractor to the Employer, this Agreement will be deemed to be accordingly varied. All costs arising from such variation/extra shall be paid by the Employer to the Contractor prior to commencement of the Works. Should the Employer not pay the costs regarding the agreed variations, on demand by the Contractor, the variations will then to be cancelled and the specifications will revert back to the standard specifications applicable on the works.
- 9.2 Notwithstanding the above and in the event of the Parties inadvertently failing to follow the procedures prescribed should the Parties in fact have agreed to any extras/variations but have failed to agree on the cost thereof and/or should the Parties be unable to agree as to whether any Works do comprise an extra/variation, such dispute will be referred to the Architect, who will determine the dispute and whose determination will be final and binding on the Parties.
- 9.3 It is recorded that the Works may not have been completed and, accordingly, the final extent of the Works may vary from the extent indicated on the Plan. However, should the final extent of the Works be less than 10% (Ten) than the extent indicated on the Plan, the Parties will have no recourse against each other. Should the variance be more than 10% (Ten), the Seller's Architect shall determine the monetary value of the damages suffered by the aggrieved Party.

10. Rights and Obligations of the Contractor

- 10.1 The Employer undertakes to become and remain the registered owner of the Erf pending payment of the full Contract Price to the Contractor and the passing of risk to the Employer.
- 10.2 The Contractor shall reasonably insure against public liability on or around the Works from the commencement of building operations on completions of the Works in terms of this contract and until the risk in the Works has passed to the Employer.
- 10.3 Where the Erf supplied to the Employer the Contractor shall be exempted from liability for making good damage caused by surface water, storms or rainwater, ground containing clay or other shifting soil, settlement or cracking, earth tremors, geological disturbances and/or subsidence, the nature of the subsoil or terrain and the moisture content of the subsoil and shall under no circumstances be responsible for any consequential damage arising there from.
- 10.4 The Contractor reserves the rights to alter the position of any drain or drain pipe as shown on the working drawings to suit the level of the ground should it be necessary.
- 10.5 Notwithstanding anything to the contrary herein contained, ownership of all materials build onto the Erf shall remain vested in the Contractor until such time as all amounts due in terms of this Agreement have been paid in full. The provisions of this Clause shall apply notwithstanding the fact that such materials may have otherwise exceeded to the Erf or any building situated on the Erf.
- 10.6 In the event of the contract period being extended due to any breach of contract by the Employer or the Employer not taking possession immediately when called upon to do so in terms of this Agreement or should there be any delay in completing finishes or items that are to be specified by the Employer due to non availability or failure by the Employer to specify the said finishes or items promptly when called upon to do so in terms of this Agreement, then the Contractor shall, be entitled to engage a security guard and watchman shall be immediately due owing and payable by the Employer. The decision as to whether there is a delay or any failure as contemplated herein and the decision to engage a guard shall be taken solely by the Contractor. The Contractor decision in this regard shall be final.
- 10.7 The following documentation will be supplied by the Contractor to the Employer on Completion Date:
- 10.7.1 Electrical Compliance Certificate
 - 10.7.2 Roof Certificate (A19)
 - 10.7.3 Copy of approved Plan
 - 10.7.4 Occupation Certificate issued by the Local Authority
- 10.8 The Contractor is entitled to enter into contracts with any third party to sub-Contract any of the Works, provided that the rights of the Employer in terms of this Agreement against the Contractor shall not be affected in any way by such sub-contracting Agreement.
- 10.9 The Contractor will at all times be obliged to perform the Works and to adhere to the following rules, regulations and requirements as imposed by the Burgundy Master Home Owners Association (BMHOA):

- 10.9.1 The Burgundy Environmental Management Plan;
 - 10.9.2 The building plan conditions as per the written approval issued by the BMHOA on 21 February 2011;
 - 10.9.3 The agreement regarding the performance of building work in the Burgundy Estate;
 - 10.9.4 The rules with regard to security at the Burgundy Estate;
 - 10.9.5 The prescribed undertaking by the building contractor;
 - 10.9.6 The rules with regard to PEC Metering;
 - 10.9.7 The effluent water meter and usage rules of the BMHOA;
 - 10.9.8 The control of building activities agreement with the BMHOA, and
 - 10.9.9 The Constitution of the BMHOA.
- 10.10 The Project Manager and the Contractor will, before the commencement of the Works, ensure that all measures are taken by the Contractor to comply with the agreements, rules and regulations as provided for in Clause 10.9 of this Agreement and that all documentation and/or agreements have been signed by the Contractor and accepted and approved by the BMHOA.

11. Rights and Obligations of the Employer

- 11.1 Such guarantees as may be received by the Contractor in respect of any item incorporated in the Works shall, to the extent that the Contractor is entitled to do so, be passed on to the Employer.
- 11.2 The Employer shall have the right of inspection of the Works carried out by the Contractor, provided that the Employer shall at all times be accompanied by either the Contractor or one of its duly appointed agents, but he shall not personally or through his Agent be entitled to issue instructions to any of the Contractor's workmen or subcontractors or any other person employed or acting on their behalf.
- 11.3 The Employer acknowledges that the Development will be an ongoing process and that certain inconvenience may be caused thereby. The Contractor shall not be held liable for such inconvenience or any damages that flow there from and shall be entitled, (where necessary) to enter upon the property for purposes of obtaining access to adjoining erven in the course of such Development.
- 11.4 The Employer will be liable for the payment of all water consumption accounts received from the Local Authority as well as rates and taxes payable to the Local Authority as from the earlier date of the approval of the Plan by the Local Authority or the Transfer Date of the Erf in terms of the Agreement of Sale. The Contractor does not accept any responsibility towards the payment of such accounts nor for any damages that the Employer may suffer or any delays that might occur as a result of non payment of the accounts by the Employer.
- 11.5 The Employer shall not under any circumstances be entitled to withhold payment from the Contractor or Project Manager for any amounts whatsoever by virtue of minor works still to be carried out by the Contractor. Any amounts to be withheld, shall be certified by the Architect or Project Manager.
- 11.6 In the instance where the Employer has registered a mortgage bond against the Title Deed of the Erf and utilises such mortgage bond to effect payment of the Contract Price or any part thereof, then and in that instance the Employer is liable for the payment of interim interest to the financial institution that may be charged by the financial institution from time to time. All such interest must be paid in full before the Completion Date. The Parties agree that the interim interest will not be applicable in the instance where no bond has been utilized by the Employer, and accordingly, the abovementioned account will be credited by the Contractor in favour of the Employer.

12. Conditions Precedent

- 12.1 This entire Agreement is subject to the conclusion of the Agreement of Sale and the fulfilment of all conditions precedent thereto.
- 12.2 In the event that the conditions precedent as referred to in Clause 5 of the Agreement of Sale is not fulfilled, then this Agreement shall lapse in its entirety and neither party shall be liable for any loss or damage suffered as a result of non-fulfillment of this condition precedent.

13. Breach

- 13.1 Should the Employer's estate be finally sequestrated and/or liquidated (as the case may be), placed under judicial management, or should the Employer commit a breach of any of the terms of this contract (including failing to make any payments on Due Date) and fail to remedy such breach within 14 (Fourteen) days of date of despatch by the Contractor of written notice calling upon the Employer to remedy such breach, the Contractor shall in such circumstances forthwith be entitled to terminate this contract without prejudice to any rights which the Contractor may have in terms of this contract or in terms of law.
- 13.2 In the event of the Contractor being obliged and/or electing to cancel the Agreement in accordance with the preceding Clause, then the following shall occur:

- 13.2.1 A Quantity Surveyor appointed by the Contractor shall assess the amounts due to the Contractor in terms of Works completed to date and any portion thereof which has not already, by virtue of progress payments being paid, shall forthwith be payable.
- 13.2.2 As genuinely pre-estimated damages for the breach of the terms and conditions of this Agreement by the Employer, the Employer shall be liable to pay to the Contractor an amount calculated as follows:

(Total Contract Price) less (Amounts Paid and/or Payable in respect of Works already completed) times 20 (Twenty) %.

- 13.3 If the Contractor defaults in any of the following respects:

- 13.3.1 without reasonable cause wholly suspends the Works before completion;
- 13.3.2 without reasonable cause refuses to proceed with the Works with reasonable diligence;
- 13.3.2 refuse, after notice in writing from the Employer, to remove defective work or improper materials within a reasonable period of time;

then, and in such an event, if the default shall continue and not be remedied notwithstanding 14 (Fourteen) days written notice to the Contractor by the Employer specifying the nature of the specific default, the Employer may without prejudice to any other right he may have in terms of this Agreement or in law, by written notice cancel the Agreement and the Contractor shall be liable for damages suffered by the Employer by reason of such default and cancellation.

14. Magistrate's Court Jurisdiction

- 14.1 For the purposes of all or any Court proceedings herein, the Employer and Contractor hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over the intended Defendant.

15. Notice and Domicilia

- 15.1 The Parties choose their addresses as set out in the Sale Agreement to serve as domicilium citandi et executandi for all purposes of this Agreement, which includes the giving of notice and the serving of documents or process.

- 15.2 Any notice given in terms of the Agreement which is:

- 15.2.1 delivered by hand during normal business hours to the Contractor's or Employer's domicilium address shall be deemed to have been received by the Contractor or Employer at the time of delivery;
- 15.2.2 posted by prepaid registered post to the Contractor's or Employer's domicilium address shall be deemed to have been received by the Contractor or Employer on the 7th day after the day of its posting.
- 15.2.3 Communicated by facsimile or e-mail, shall be deemed to have been received by the Contractor or Employer on received confirmation of the successful transmission thereof.

- 15.3 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by telex, facsimile or e-mail. Communications by telex, facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee on the day of transmission provided that transmission occurred during business hours.

16. Cancellation by Employer

- 16.1 The Employer acknowledges that, by reason of his signature hereto, the Contractor will incur certain necessary costs or charges relating inter alia to the processing of the Agreement, the preparation of Plan and drawing relative to any loan/Mortgage Bond application and services rendered.

In the event therefore, of the Employer electing to cancel this Agreement for whatever reason, and notwithstanding the fulfillment of the conditions precedent (if any) relating to loan/Mortgage Bond finance contained in the Agreement of Sale, the Employer assumes liability, without recourse, for payment to the Contractor of cancellation costs, calculated as follows:

- 16.1.1 The amount of R10 000-00 (Ten Thousand Rand) if cancellation is effective prior to the granting of loan finance (if any);
- 16.1.2 The sum of R30 000-00 (Thirty Thousand Rand) if cancellation is effective after granting of required loan/Mortgage Bond (if any) but prior to commencement of the Works; or
- 16.1.3 Should the Employer cancel this Agreement after commencement of the Works, the Employer shall be liable for the payment to the Contractor of all costs incurred to the time of cancellation.

The Employer acknowledges that the foregoing and the costs stipulated are fair and reasonable and that until such time as the provisions contained in this Clause have been complied with, the Employer shall be unable to discharge its liabilities and cancel this Agreement for whatever reason.

17. Interest

- 17.1 Any agreed amount due by the Employer to the Contractor not paid on Due Date shall bear interest at the Prime Interest Rate plus 2% from the Due Date until the date of payment thereof.

18. General

- 18.1 This document constitutes the entire agreement concluded between the Parties and no warranties or undertakings or representations other than those specifically recorded herein may be relied on by either of the Parties. This document may furthermore not be modified, varied or consensually cancelled other than in writing, duly signed by both Parties.
- 18.2 The Agreement shall not be binding upon the Parties until the Contractor has confirmed acceptance thereof by virtue of a Director's signature or his nominee on these documents. In the event of the Contractor being a Principal or a partnership the signature of such principal or partner shall be binding on the Parties hereto.
- 18.3 This Agreement is indivisible from the Agreement of Sale. Fulfilment of the conditions precedent of the Agreement of Sale in respect of the Erf as well as the conditions precedent to this Agreement is required before any of the two Agreements can become effective.
- 18.4 This Agreement is, in regard to the capacity of the Employer, further subject to the provisions of Clause 19.

19. Capacity of Employer

- 9.1 Should the Signatory sign this Agreement for the benefit of a Company or Close Corporation or other legal person to be incorporated or formed, he shall be personally liable as Employer for the proper performance of all the terms and conditions of the Agreement, if the said Company or Close Corporation or Trust or other legal person is not incorporated or formed and does not adopt and ratify unconditionally the terms and conditions of the Agreement within 90 (ninety) Days after the date of which the Contractor has signed this Agreement.
- 19.2 Should the Signatory sign this Agreement as Trustee for a Company not yet incorporated or as Trustee for a Close Corporation not yet formed, he shall be personally liable as Employer for the proper performance of all the terms and conditions of the Agreement if the said Company or Close Corporation is not incorporated or formed and does not in terms of the provisions of the Companies Act No 61 of 1973 or in terms of the Close Corporations Act No 69 of 1984 adopt and ratify unconditionally the terms and conditions of the Agreement within 90 (ninety) Days after the date on which the Contractor signs this Agreement.
- 19.3 In the event of the said Company or Close Corporation or Trust or other legal person being duly incorporated or formed and adopting and ratifying the Agreement in terms of 1.1 and 1.2 above, then the Signatory by his signature hereto, hereby interposes and binds himself in favour of the Contractor as surety for and co-principal debtor in solidum with such Company or Close Corporation or Trustees of the Trust or other legal Person for the due and timeous performance by it of all its obligations as Employer in terms of the Agreement. The Signatory furthermore guarantees that such Company or Close Corporation or Trustees of the Trusts or other legal person will comply with all its obligations as Employer in terms of this Agreement and furthermore indemnifies the Contractor against any damages that it may suffer as a result of the breach of any of the terms of this Agreement by such Company or Close Corporation or Trustees of a Trust or other legal person. The Signatory hereby renounces all benefits arising from the following legal exceptions and privileges:
- 19.3.1 non causa debiti – the right of the surety to require that the creditor must prove that there was a legal cause underlying the debt;
- 19.3.2 de errore calculi – the right of the surety to require that the creditor must prove that there was no error in calculation of the debt owed to him by the debtor;
- 19.3.3 revision of accounts – the right of the surety to require that the creditor must prove that the accounts need not be debated;
- 19.3.4 no value received – the right of the surety to require that the creditor must prove that the debtor had received value from the creditor;
- 19.3.5 beneficium de duobus vel pluribus reis debendi – the right of the surety to require that the creditor should have recourse against one or more other persons liable for the same debt jointly with the surety and not to proceed against the surety alone;
- 19.3.6 beneficium divisionis – the right of the surety, where there is more than one surety for the debtor's obligations, to require that the creditor must not sue the surety for the full amount owing under the suretyship but only for a pro rata share of the debt;
- 19.3.7 beneficium cedendarum actionum – the right of the surety to require that before the creditor sues him, the creditor must first cede his right of action against the debtor to the surety;
- 19.3.8 or any other exceptions which might legally be taken by him against any claims made against him in his capacity as a surety as aforesaid, with the force and meaning whereof the said Signatory declares himself to be fully acquainted.

- 19.2 In the event that a Company or Close Corporation or Trust or other legal person is the Employer, the person who signs this Agreement on behalf of such Company or Close Corporation or Trust or other legal person by his signature thereto interposes and binds himself in favour of the Contractor as surety for and co-principal debtor in solidum with such Company or Close Corporation or Trustees of a Trust or other legal person for the due and timeous performance by it of all its obligations as Employer in terms of the Agreement and furthermore by his signature hereto guarantees that the Employer exists, and that it has the power and capacity to enter into this Agreement and that the Employer will comply with all the terms of this Agreement and furthermore indemnifies the Contractor against any damages that it may suffer as a result of the breach of any of the terms of this Agreement by such a Company or Close Corporation or Trustees of a Trust or other legal person.
- 19.3 The person referred to in Clause 2.1 who signs this Agreement also hereby renounces all benefits arising from the legal exceptions and privileges referred to in 1.3 above which might legally be taken by him against any claims made against him in his capacity as a surety and co-principal debtor as aforesaid, with the force and meaning whereof the said person declares himself to be fully acquainted.
- 19.4 In the event that a Company or Close Corporation or Trust or other legal person is the Employer, the person who signs this Agreement guarantees that he is duly authorized to sign this Agreement on behalf of such a Company or Close Corporation or Trust or other legal person and by his signature hereto indemnifies the Contractor against any damages that it may suffer in the event that the Agreement may become unenforceable in view of the fact that he was not authorized to sign the Agreement on behalf of such a Company or Close Corporation or Trust or other legal person.
- 19.5 In the event that the Employer is described as "X or nominee", (X being the name and surname of a person) (X is hereafter in Clause 4 referred to as "the Principal Employer"), the Principal Employer will be personally liable for all the obligations of the Employer in terms of this Agreement if he does not in writing nominate a nominee to be the Employer and such nominee does not accept such nomination within 24 (twenty four) hours of the date that the Contractor has signed the Agreement.
- 19.6 Should the Principal Employer validly nominate a nominee in terms of the provisions of this Clause 19.4, then:
- 19.6.1 all references to the Employer in this Agreement shall be deemed to be a reference to such nominee, provided that there shall be no further right of nomination;
- 19.6.2 the Principal Employer by his signature hereto interposes and binds himself in favour of the Contractor as surety for and co-principal debtor in solidum with such nominee for the due and timeous performance by it of all its obligations as Employer in terms of this Agreement and the Principal Employer by his signature hereto guarantees that such a nominee will comply with all its obligations as set out in this Agreement and furthermore the Principal Employer indemnifies the Contractor against any damages that it may suffer as a result of the breach of any of the terms of this Agreement by such a nominee;
- 19.6.3 the Principal Employer also hereby renounces all benefits arising from the legal exceptions referred to in 1.3 above which might legally be taken by him against any claims made against him in his capacity as surety as aforesaid, with the force and meaning whereof the said Principal Employer declares himself to be fully acquainted.
- 19.7 The Principal Employer hereby acknowledges that upon such nomination, transfer duty or additional VAT or legal fees plus VAT on legal fees may become payable on the transfer of the Property into the name of the nominee and undertakes, immediately on demand from the Transferring Attorneys to make payment of such additional fees plus VAT thereon and transfer duty or VAT to the Transferring Attorneys.

Signed at _____ on this _____ day of _____ 2011

Employer/Purchaser (1): _____

Employer/Purchaser (2): _____

Witness: _____

Signed at _____ on this _____ day of _____ 2011

Contractor: _____

Witness: _____

Signed at _____ on this _____ day of _____ 2011

Project Manager: _____

Witness: _____

Signed at _____ on this _____ day of _____ 2011

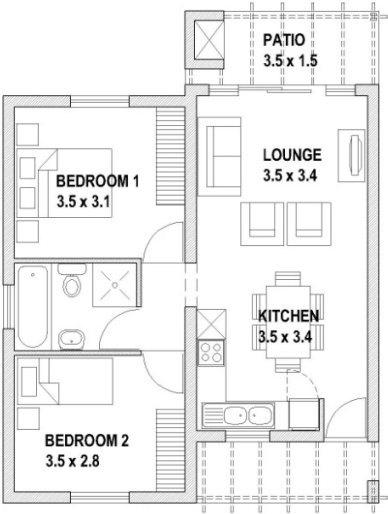
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for Nationlink Platteklouf

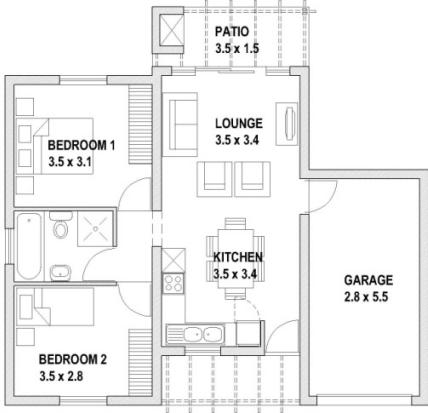
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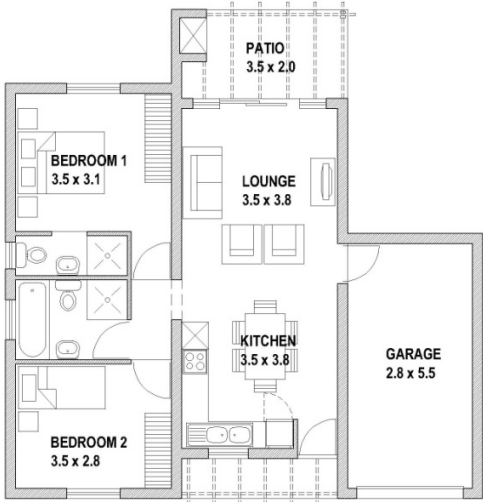
Annexure B | Unit Type



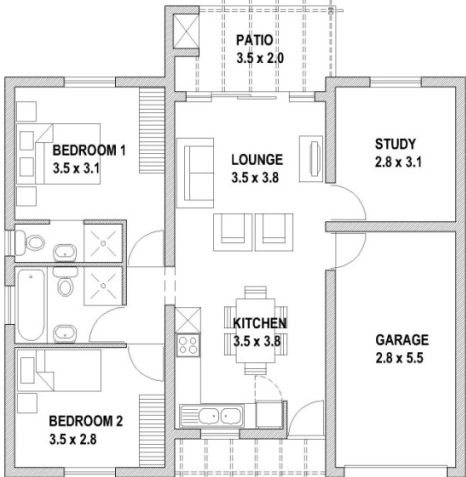
Unit Type A1



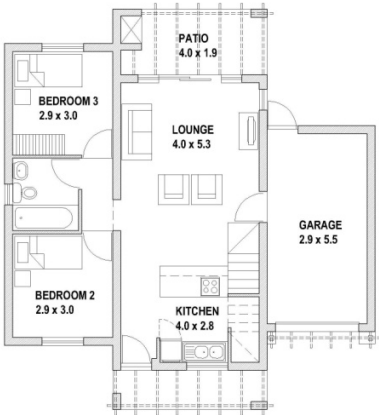
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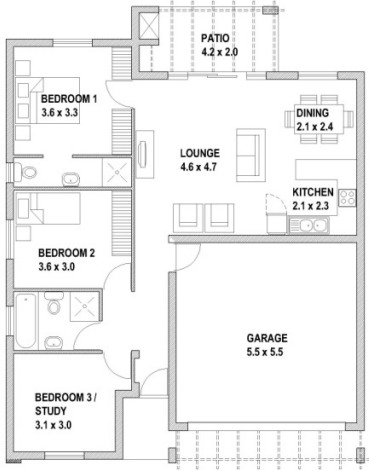
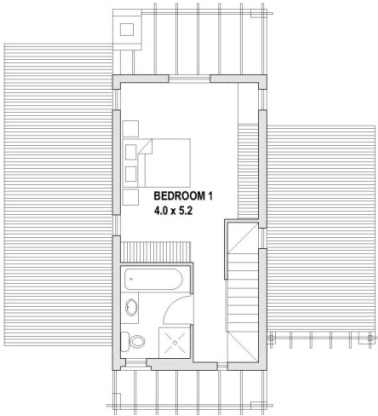
Unit Type A3



Unit Type A4



Unit Type B



Unit Type C

Annexure C | General Specifications

The Seller/Developer shall erect the Premises substantially in accordance with this specification and in all cases where no specification is provided (or unclear); the Seller's prescription/choice shall apply. Note that all allowances exclude VAT.

1. Brickwork

- 1.1 Foundations: As per approved plan and/or engineers specification.
- 1.2 Walls: Approved Maxi stock bricks – 222mm x 115mm x 90mm - plastered and painted as per Architect's design.
- 1.3 Interior Walls: Approved Maxi stock bricks – 222mm x 115mm x 90mm – and finished in one coat smooth plaster, with 1 (one) coat undercoat and 2 (two) coats interior PVA (off-white) - unless indicated otherwise.
Garage: bagged and unpainted brickwork.

2. Window Sills

- 2.1 Exterior: Plastered with fall to outside and painted.
- 2.2 Interior: Plastered and painted.

3. Windows

- 3.1 All windows as per plan: white powder coated aluminium.
- 3.2 Glazing: Clear sheet glass generally. All glass to conform to National Building Regulations in respect of thickness and type in relation to size and position.
- 3.3 No blinds or curtain railings to be provided by Developer.

4. Doors and Door Frames

- 4.1 Front door: Horizontal slatted meranti solid timber door in timber frame - painted to match wall paint finish
- 4.2 Patio door (where applicable): White powder coated aluminium sliding door as per plan
- 4.3 Internal doors: Hollow core type in standard steel frames. Painted to match interior wall paint finish.
- 4.4 Gate (if applicable) Pine timber slatted gate painted to match wall colour
- 4.5 Garage doors White fibreglass tip up door with plain horizontal lines

5. Roof Trusses , Covering And Rainwater Goods

- 5.1 Roof to be manufactured and erected with pre-fabricated roof trusses as per engineer's specification.
- 5.2 Roof covering: factory finished white small profile corrugated metal roof sheeting.
- 5.3 Provide standard residential type aluminium foil insulation (sisolation) or similar approved.
- 5.4 Fascia: Fibre cement painted white
- 5.5 Rainwater goods: white Aluminium gutters and downpipes.

6. Ceilings

- 6.1 Ground floor Skimmed gypsum rhino board to underside of trusses. Finished with standard gypsum cornices. Colour: White
- 6.2 No ceiling to garages.

7. Floor Covering

Will be selected for colour and/or design and/or shape by the Client from the Developer's preferred range

- 7.1 Interior Lounge, dining, bathrooms and kitchen: Ceramic tiles selected by the owner from the Developer's preferred range. Showers to be waterproofed and finished with $\pm 100 \times 100$ square-cut tiles in cement for non-slip finish.
PC amounts:
Tiles = R60 per m²
Carpet = R115 per m²
Bedrooms: carpet from the Developer's preferred range
Garage: Grano finish
- 7.2 Skirting's 75mm standard pine skirting's painted off-white fitted to all exposed interior plastered walls. No skirting to bathrooms.
- 7.3 Patio and driveways Driveways to be paved with 13mm crushed Worcester brown exposed aggregate concrete pavers with a 220mm wide border of 110x110 grey/charcoal concrete cobblestone pavers.

8. Wall Tiling / Finishing

Will be selected for colour and/or design and/or shape by the Client from the Developer's preferred range

- 8.1 All tiling will be fixed by a specialist tiler appointed by the Developer.
- 8.2 Kitchen and bathrooms to be tiled to a max height of 1.5m. Wall tiles R60 per m²
- 8.3 Showers to be tiled to height of shower door (±2.1m high).
- 8.4 Tiling will not be applied behind cupboards, bath or any other fixture or fitting.

9. Build-In-Cupboards

- 9.1 Top and bottom cupboards as indicated on plan. Top cupboards included in all kitchens.
- 9.2 Bedrooms: Internal: White melamine. External: Three types of melamine veneer finishes with impact edging – from developer range.
- 9.3 Kitchen: Internal: White melamine. External: Three types of melamine veneer finishes with impact edging – from developer range.
- 9.4 Counter Tops: Standard melamine counter tops from Developer's preferred range. Granite tops are an optional extra.
- 9.5 Handles: From Developer's preferred range

10. Sanitary Ware

- 10.1 All sanitary ware to be white. Taps and mixers as per developer's choice.
- 10.2 Bath 1.7m acrylic
- 10.3 Basin Free-standing porcelain basin or standard white acrylic basin on melamine cupboard
- 10.4 Toilet and cistern White glazed porcelain (Semi-close couple).
- 10.5 Kitchen sink and tap Standard 1.2m drop-in double bowl stainless steel with work top Mixer type tap
- 10.6 Garden 1 x garden tap
- 10.7 Shower doors Natural aluminium
- 10.8 Hot water cylinder Horizontal 150L 400kpa in roof space
- 10.9 Water connection and supply 15mm diameter pipe, internally
- 10.10 Washing machine/ dishwasher outlet and cold water point will be provided as indicated on plan
- 10.11 Bathroom fittings (towel rails, toilet roll holders, etc.)

11. Electrical Installation

Positions of the switchboard and econometer, electrical outlets and switches, TV and phone points as indicated on the plan, may for practical reasons, need to be altered/omitted and such alteration will be at the Developer's discretion. The following installations have been included:

Plug points:

- | | |
|---|---|
| Lounge | 1 double plug point |
| Above working surface in kitchens | 2 double plug point |
| Refrigerator/freezer | 1 double plug point |
| Washing machine and Dishwasher | 1 double plug point or 2 single plug points |
| Oven/hob/extractor | 1 oven point. Extractor point = optional extra |
| Main bedroom | 2 double plug points |
| 2nd bedroom | 1 double plug point |
| 3rd bedroom | 1 double plug point |
| Telephone | 1 point (entrance hall or kitchen) |
| Intercom | 1 point (entrance hall or kitchen) |
| TV point | Conduits to be provided for 1 TV point (lounge) |
| Garage | 1 Double plug point |
| Garage door automation = optional extra | Garage door motor, remote and 1 single plug point |

12. Oven & Hob

- 12.1 The developer shall supply and install an under-counter oven and hob (PC amount R2800).
- 12.2 Extractor fans are an optional extra.

13. Light Fittings

- 13.1 Lounge, dining, Kitchen, bedrooms, garage 1 light each from developers range
- 13.2 Bathrooms 1 watertight light fitting
- 13.3 External lights 1 to front and 1 to rear of house

14. Ironmongery

- 14.1 Internal doors are to be fitted with standard two lever mortise locksets and chrome plated fittings.
- 14.2 External doors are to be fitted with three-lever mortise lockset and aluminium fittings.

15. House Number

House numbers will be of a suitable type provided by Developer

16. Landscaping and Gardening

The Site will be levelled and cleared of rubble. Roll on lawn to be provided to front of plot only. Estate landscaping to be done according to approved Site Development Plan (SDP).

17. Security

The Developer shall provide access control equipment at the main entrance to the Development in the form of motorised gates with two remote controls per unit as well as an intercom communication device.

18. Included

- 18.1 Water and electricity connections (pre-paid electricity meter)
- 18.2 NHBRC fees
- 18.3 Transfer fees
- 18.4 Bond registration fees

19. Not Included

- 19.1 Washing line
- 19.2 Curtain rails

20. General

- 20.1 Perimeter walls to be built as per the approved Site Development Plan.
- 20.2 Post boxes: At entrance to development.
- 20.3 Where the work includes detail such as barbecues and the like, the Developer will not be liable if such detail differs from any drawing depicting same or from any previously constructed detail.
- 20.4 Each unit will be fitted with a water-meter, with one bulk meter to be installed at the entrance to this development.
- 20.5 These specifications serve as a guideline only and the Developer reserves the right to amend and/or substitute items, at his sole discretion, in the event of an item not being available or in short supply.
- 20.6 The purchaser is not permitted to do any work on site while construction is under way without the permission from Developer and/or Main Contractor.
- 20.7 All construction procedures and standards will be in accordance with the requirements of the National Building Regulations and the NHBRC
- 20.8 Settlement cracks are regarded as a maintenance item and are not covered under the contractor's guarantee.

Note:

These specification & finishes must be read in conjunction with the approved Council drawings. It remains the responsibility of the owner/developer/seller to ensure that these specifications and finishes correspond with the sales agreements.

Signed at _____ on this _____ day of _____ 2011

Employer/Purchaser (1): _____

Employer/Purchaser (2): _____