

BUILDING CONTRACT

BETWEEN

KLIPHEUWEL LIFESTYLE ESTATE (PTY) LTD

Registration No: 2022/394080/07

NHBRC Number: _____

(hereinafter referred to as the "CONTRACTOR")

AND

Identity/Registration No: _____

(hereinafter referred to as the "CLIENT")

In respect of

ERF _____ LITTLE BRAK

KLIPHEUWEL LIFESTYLE ESTATE

DWELLING TYPE: _____

BUILDING CONTRACT:

1. Parties:

1.1 Contractor:

The Contractor means Klipheuwel Lifestyle Estate (Pty) Ltd (Reg No: 2022/394080/07) a limited liability company duly incorporated in accordance with the company laws of South Africa and represented herein by Reinhardt van Rensburg, Jacob Dawid Moster and Athol Rowan Lane, duly authorised by resolutions of the board of directors of the Contractor.

1.2 Client:

The Client means

2. Interpretation:

In this Agreement the following terms and expressions shall have the meanings ascribed to them hereunder unless the context specifically required otherwise –

2.1 “Agent” means _____

2.2 “Agreement” means the Building Agreement contained in this document and its Annexures.

2.3 “Agreement of Sale” means the Agreement of Sale entered into between Klipheuwel Lifestyle Estate (Pty) Ltd (Reg No: 2022/394080/07) and

for the purchase of Erf _____ Little Brak River.

2.4 “Architect” means the Architect appointed by the Contractor to design and to obtain approval for the building plans of the residential dwellings in the Development and acting as a principal agent of the Contractor.

2.5 “Attorneys” means Fiona Williamson Attorneys Incorporated, 9 Mitchell Street, Mossel Bay.

2.6 **“Building Contract Price”** means the costs of erection of a residential dwelling in the Development and constitutes an amount of

plus any other amounts which may become payable by the Client to the Contractor, in terms of the Agreement, including, but without limiting or derogating from the generality of the aforesaid:

2.6.1 Any amounts payable by the Client to the Contractor as a result of any variation orders, as referred to in clauses 2.22, 7.2 and 8.1 of this Agreement.

2.6.2 All expenses and costs of whatsoever nature, not specifically provided for in the Agreement, which may arise in connection with the construction of the Dwelling, including but not limited to: interest on overdue amounts, bond registration costs, levies payable to the Klipheuwel Lifestyle Estate Homeowners' Association, etc.

2.7 **“Building Plans”** means the building plans of the residential dwelling, to be erected on the Property, as attached hereto as “Annexure A”; which plans the Client by his signature hereto warrants that he has manually scrutinized and approved, subject to the proviso as contained in clause 8 below.

2.8 **“Contractors’ Address”** means 44 Marsh Street, Mossel Bay.

2.9 **"Contract Price Adjustment Provisions"** (hereinafter “CPAP”) means the contract price adjustment provisions, as published by the South African Department of Statistics, from time to time, specifically for “work group 180 (Lump sum domestic buildings)”, the base month of which is to correspond with the month of the Signature Date of this Agreement, which CPAP, shall apply to the increase of the Building Contract Price, as envisaged in clause 5.7, below;

2.10 **"Development"** means the development known as Klipheuwel Lifestyle Estate situated within the Municipal Area of Mossel Bay, Western Cape Province.

2.11 **"Engineer"** means the engineer appointed by the Contractor for the Development;

2.12 **"Financier"** means the bank or other financial institution which grants the Loan Amount to the Client;

2.13 **"Happy Letter"** means a completion form or letter signed by the Client certifying his satisfaction that the Works have been satisfactorily and finally completed, and from date of signature of which the Client shall have no claim against the Contractor and the Contractor shall have no further obligations

towards the Client in terms of this Agreement, save and except for the Contractor's obligation as contemplated below;

2.14 "Loan Amount" means the amount of

2.15 "Occupation Date" means eight (8) months from start date. See clause 5.1 below.

2.16 "Practical Completion Certificate" means the document issued by the Architect confirming that the Works have been completed.

2.17 "Property" means Erf number _____, situated in Klipheuvel Lifestyle Estate, measuring approximately _____ square meters as indicated on the Site Development Plan attached to the Agreement of Sale and marked as "Annexure 2" which Site Development Plan the Client, by his/her signature hereto, warrants he/she has carefully scrutinized and approved.

2.18 "Purchase Price" means the amount as set in the Sale Agreement and which amount is excluded from the Building Contract Price;

2.19 "Schedule of Draws" means the schedule attached hereto as "Annexure B" setting out the payments to be made by the Client for the performance of the Works, which schedule the Client, by his signature hereto, warrants he has carefully scrutinized and approved;

2.20 "Signature Date" means the date on which this Agreement is signed by the last Party signing.

2.21 "Transfer" means registration of transfer of the Property into the name of the Purchaser in accordance with the provisions of the Deeds Registries Act No.47 of 1937 (as amended).

2.22 "Variation Order" means a written order agreed to and signed by both Parties specifying a variation to the Works and the cost thereof, substantially in the same form as "Annexure C" attached hereto. Such variation shall only be carried out if the Client has approved the variation in Writing and if paid for by the Client, or if arrangements for the payment thereof are made to the satisfaction of the Contractor and, if necessary, an appropriate extension of time is allowed for completion of the Works.

2.23 "Works" means the construction, completion and finishing off, of a residential dwelling and outbuildings (if any), on the Property, substantially in accordance with the Building Plans and any applicable Variation Orders.

2.24 Clause headings are inserted for reference purposes only and shall not be taken into account in interpreting this Agreement. Words signifying the

singular shall include the plural and vice versa, and words importing one gender shall include the others.

3. Building Contract:

- 3.1 The Client hires the Contractor to carry out the work according to the terms and conditions in this Agreement. This work will generally follow the Building Plans ("Annexure A") and any agreed-upon Variation Orders ("Annexure C").
- 3.2 The Parties agree that the Works will begin within a reasonable time after the last of the following requirements has been met, and also subject to the conditions outlined in clause 5.3 below:
 - 3.2.1 The Building Contract Price has been secured as specified in clause 4.1 or clause 4.2 below.
 - 3.2.2 The Building Plans have been approved, and all necessary approvals or permits have been obtained from the Klipheuwel Lifestyle Estate Home Owners' Association and the local authority for constructing the residential dwelling on the Property.
 - 3.2.3 Upon transfer, the Client has granted the Contractor uninterrupted possession of the Property.

4. Payment of the Building Contract Price:

- 4.1 Approval of a Mortgage Bond:
 - 4.1.1 Should the Client require a mortgage bond from a bank or financial institution (hereafter "the Financier") to finance payment of all or part of the Building Contract Price, the Client shall apply for this mortgage bond within three 3 (three) days of the Signature Date.
 - 4.1.2 The portion or entirety of the Building Contract Price that is covered by the mortgage bond shall be secured by a guarantee issued by the Financier providing the loan, on terms acceptable to the Contractor. This guarantee must be delivered to the Contractor's Attorney within 15 (fifteen) days from the date of receipt of bond approval.
 - 4.1.3 The Client hereby cedes to the Contractor their right to receive payment(s) from the Financier for an amount equal to the Building Contract Price, or the remaining balance as it becomes due. The Client also agrees, upon the Contractor's request, to sign any documents necessary to authorize or facilitate such payments by the Financier, in line with its standard procedures.
 - 4.1.4 The Contractor is hereby granted irrevocable authorization to receive progress payments (draws) from the mortgage bond proceeds, as specified in the Schedule of Draws ("Annexure B").

- 4.1.5 The Client acknowledges that their arrangements with the Financier are not part of this Agreement and that the Client remains fully liable and responsible for paying the Building Contract Price to the Contractor. If, for any reason, the Financier fails or refuses to pay any amount to the Contractor, the Contractor may require the Client to make such payment upon demand.
- 4.1.6 The progress payments shall be the amounts agreed upon with the Financier and will be due within 7 (seven) days after the Contractor requests such payment. However, nothing in this clause prevents the Contractor from arranging alternative terms of payment with the Financier as deemed appropriate.
- 4.1.7 Any interest on the Loan Amount will be borne solely by the Client. If the Financier deducts this interest from the loan proceeds, the Client shall be liable to pay the deducted amount upon demand.
- 4.1.8 Since the Financier will be required to make interim payments to the Contractor as the Works progress, it may debit the Client's bond account with interest on these payments. The Client must promptly pay the Financier once notified of any interest debited to the bond account and, upon demand, provide the Contractor with satisfactory proof of these payments.
- 4.1.9 The Client is required to pay the final draw, as outlined in the Schedule of Draws, directly to the Contractor and may then recover this amount from the Financier.

4.2 Complete or Partial Payment from Personal Funds (no mortgage bond):

- 4.2.1 If the Client chooses not to finance the full or any portion of the Building Contract Price through a mortgage bond, as outlined in clause 4.1 above, or if the loan amount approved by the Financier is less than the Building Contract Price, then the Client must secure the remaining balance of the Building Contract Price. This unsecured portion must be paid to the Contractor's Attorneys, in an amount satisfactory to the Contractor, within 10 (ten) days of the Signature Date.
- 4.2.2 The amount referred to in clause 4.2.1 above will be invested by the Contractor's Attorneys in accordance with Section 86(4) of the Legal Practice Act, 2014 in an interest-bearing account with a recognised financial institution, with the interest accruing to the Client.
- 4.2.3 The Contractor's Attorneys are irrevocably authorised by the Client to make payments from the investment account to the Contractor, as outlined in the Schedule of Draws ("Annexure B"), in accordance with the certificate signed as per clause 4.2.4 below.
- 4.2.4 Each progress draw payment will be made by the Contractor's Attorneys to the Contractor within 7 (seven) days of receiving a

certificate signed by the Architect of Klipheuwel Lifestyle Estate, certifying that the draw is due.

4.2.5 By signing this Agreement, the Client irrevocably commits to providing the Contractor's Attorneys with any information regarding the payments contemplated in clause 4.2.1 that may be required from time to time by the Financial Intelligence Centre Act, 2001.

4.3 The costs for any alterations, variations, or additions to the Building Plans, finishes, and specifications must be paid before the commencement of these changes, unless the Client has made alternative financial arrangements for payment that are satisfactory to the Contractor.

5. Commencement and Completion of the Works:

5.1 The Contractor shall commence the Works within a reasonable time following compliance with the requirements stipulated in Clause 3.2 above, and further subject to the provisions of Clause 5.2 below.

5.2 Subject to any reasonable extensions agreed to in writing, the Contractor shall generally complete the Works within **8 (eight)** months from the date of commencement. This period does not include the standard Builders' shutdown in December.

5.3 The Contractor shall, at its sole discretion and option, be entitled to postpone the commencement date of the Works for any period of time if:

5.3.1 At any time prior to or during the performance of the Works, should circumstances arise that render it difficult or impossible for the Contractor to proceed—including but not limited to political upheaval, riots, squatting, invasion, boycotts, strikes, lockouts, or any other situation posing a threat to the general safety of the Contractor or any of its employees, agents, and/or subcontractors (in respect of which the Contractor shall exercise its best efforts to resolve)—such circumstances shall also encompass, without limitation, delays caused by the Client; and

5.3.2 Transfer has not occurred within 3 (three) months from the date on which the Property becomes registrable due to the Client's negligence, or it has become apparent that the Property will not be transferred to the Client within a reasonable period;

in which event, the Client shall have no claim whatsoever against the Contractor to commence or complete the Works, nor any claim for damages.

5.4 If the conditions described in clause 5.3 above continue for a period of 90 (ninety) days without any fault on the part of the Client, the Client may terminate this Agreement at the end of this 90 (ninety) day period; however, neither Party shall have any claims against the other as a result of these conditions.

- 5.5 If completion of the Works is delayed for any reason whatsoever—including, but not limited to, force majeure events—within the time period specified by this Agreement for completing the Works, or in the event of any dispute, strike, lockout, squatting, invasion, or other situation causing delay, the Contractor shall be entitled to a fair and reasonable extension of time to complete the Works. The Client shall have no claim against the Contractor, whether for damages or otherwise, as a result of such delays.
- 5.6 If there is any dispute regarding whether the Works are complete, such dispute shall be resolved by the Architect, whose decision shall be final and binding.
- 5.7 The contract price shall be fixed for a period of 6 (six) months from the Signature Date. In the event that the Contractor is not in a position to commence construction within the aforementioned 6 (six) month period due to the Client's actions, the price per square meter shall increase by an amount equal to the CPAP, as defined in clause 2.9 above. If construction has still not commenced thereafter, the provisions of clause 15 (breach) shall be invoked.
- 5.8 The Client shall be responsible for the payment of all water and electricity consumed in the execution of the Works and shall make monthly payments to the local authority as they become due.

6. Access to Property:

- 6.1 The Client shall grant the Contractor free and uninterrupted access to the Property from the date on which the Contractor commences the Works, as stipulated in clause 5 above.
- 6.2 Under no circumstances shall the Client be entitled to occupy the Works until the Building Contract Price has been paid in full. The Contractor shall retain its builder's lien over the Property until such time as the contract price has been paid in full.
- 6.3 During the Contractor's occupation of the Property, the Client shall be entitled to access the Property only with the Contractor's permission, which shall not be unreasonably withheld. The Client shall not issue any instructions to the Contractor, its employees, agents, or subcontractors, and shall not interfere in any manner with the Contractor's construction schedule.
- 6.4 No employees, agents, or contractors of the Client shall be permitted access to the Property without the written approval of the Contractor, which approval shall not be unreasonably withheld, until the Final Completion Certificate has been issued.

7. Development in Progress and Building Plans:

- 7.1 The Client acknowledges that the township in which the Property is located is not fully developed, and that building operations may occur on adjacent erven, which may cause certain inconveniences to the Client. The Client agrees that he shall have no claim against either the Contractor or the

Developer arising from such building operations. The Contractor shall make every effort to minimise any disturbances as far as possible.

- 7.2 The Client shall finalise the Building Plans and Finishings with the Contractor within 14 (fourteen) days of the Signature Date. No alterations will be permitted thereafter unless formalised through a documented Variation Order. The initial consultation for variations will be provided free of charge, but subsequent consultations will incur a penalty. Any changes made by the Client to the approved Building Plans, after the initial consultation, will result in a penalty of R10,000.00 (Ten Thousand Rand), payable by the Client.
- 7.3 The Client may select one building type from the range of designs provided by the Contractor, specifically Types 1 through 7, as outlined in Annexure A.
- 7.4 **The Client acknowledges that not all building plans are compatible with every erf. The Client's selection is limited to the building types that are suitable for the dimensions, shape, and zoning requirements of the specific erf chosen.**
- 7.5 Should the Client choose **Type 5**, the design includes the option to incorporate a fire pit. This feature is **not included** in the building contract price and will incur an **additional charge** to be provided by the Contractor.
- 7.6 The Client must confirm their selection of a building type, as well as any optional features (including the fire pit, where applicable), in writing within 14 (fourteen) days of the Signature Date.
- 7.7 If the selected building type is later determined to be incompatible with the chosen erf due to unforeseen circumstances, the Client must select an alternative plan that fits the erf from the Contractor's available options. Any resulting adjustments may be subject to a variation charge as per Clause 7.2.
- 7.8 Any changes to the Client's selection after the confirmation deadline may also be subject to a variation charge.

8. Amendments to Building Plans:

- 8.1 The costs associated with alterations, variations, or additions to the Building Plans and Finishings shall be payable by the Client prior to the commencement of such alterations, variations, or additions, unless alternative payment arrangements satisfactory to the Contractor have been made. A penalty of R10,000.00 (Ten Thousand Rand) shall be imposed on the Client should the Client make additional changes to the approved Building Plans, after the initial consultation. The Parties agree that the Contractor may, at its sole discretion, continue or suspend the Works pending payment of such variation costs.
- 8.2 If the Works are delayed by the Client for any reason whatsoever, the Client shall bear the costs incurred as a result of such delay. The Architect shall certify the amount due arising from the delay, and this amount shall be payable within 3 (three) days of the delivery of the said certification to the

Client, unless alternative payment arrangements satisfactory to the Contractor have been made.

- 8.3 The Parties agree that the Contractor shall be entitled to adapt or amend the Building Plans in any manner deemed necessary by the Contractor, Engineer, and Architect:

8.3.1 To comply with any requirements of any competent authority;

8.3.2 To implement any changes in materials, finishes, or fittings that the Contractor considers appropriate or that may not be readily available at the time due to supply shortages, without detracting from the quality of the Works; and

8.3.3 To accommodate any structural changes that may be necessary.

The Parties agree that any such amendment shall be deemed to constitute the Building Plans agreed upon by both Parties. It is specifically agreed that, under no circumstances will any amendments be accepted by the Contractor at the insistence or request of the Client once the application for the Loan Amount has been submitted.

- 8.4 Regardless of any diagram or sketch that may have been attached to this Agreement showing the location of the Works in relation to the Property's boundaries, the Contractor may change the actual placement of the Works relative to the Property's boundaries, provided that such changes are approved in writing by the Client.

9. Builders' Insurance:

The Contractor shall obtain appropriate insurance for the Works, at its own cost, to cover risks pertinent to the respective interests of both the Contractor and the Client.

10. NHBRC:

- 10.1 The Contractor shall pay the NHBRC registration fee as soon as reasonably possible after receiving confirmation that the building plans have been approved by the Municipality.
- 10.2 The Client acknowledges that the current **estimated** turnaround time for municipal approval of building plans is 4-6 weeks, and 21 business days for NHBRC approval. The Client agrees and understands that these timelines are subject to change and beyond the control of the Contractor.

11. Contractor's Responsibilities and Liability for Damages and Defects:

- 11.1 The Contractor shall be responsible for rectifying, at its own cost, any defects as follows:

- 11.1.1 Any defects in the Works identified by the Client during the opportunity provided by the Contractor for the Client to compile a "snag list" prior to taking occupancy of the dwelling/unit;
- 11.1.2 The Contractor shall rectify all items listed by the Client on the snag list within a reasonable time from the date of receiving it;
- 11.1.3 The Client shall not be permitted to occupy the residential dwelling until a "Happy Letter" is signed by the Client, confirming that the snag list has been addressed and that the Client is satisfied with the overall appearance and quality of the residential dwelling;
- 11.1.4 Should any latent defects arise, the Client must provide the Contractor with a detailed report of such defects no later than during the last week of the 90-calendar-day period following the date of the "Happy Letter";
- 11.1.5 Upon receiving the list of latent defects from the Client, the Contractor will schedule an appointment for inspection and evaluation of the defects. Following this inspection, the Contractor will agree with the Client on which items will be rectified and the timeline for their completion;
- 11.1.6 The revision list will be considered final, and the Contractor will not accept any further revisions.
- 11.2 Without detracting from the relevant provisions of the NHBC regarding structural defects, the Client shall have no claim against the Contractor for any defects in the Works, whether latent or patent, once the time periods outlined in clause 11.1 above have expired.
- 11.3 Under no circumstances shall the Contractor be liable at any time prior to, during, or after the construction of the Works, for any indirect or consequential damages of any kind that the Client may incur, regardless of the reason.
- 11.4 Concerning the Works, the Contractor agrees to cede to the Client any warranties or guarantees from third parties capable of being ceded.
- 11.5 The Client hereby irrevocably designates the Contractor as his agent to apply for and obtain any necessary approvals, consents, or authorities required for the approval of the Building Plans. The Client agrees to sign all documents required by the Local Authority to implement this clause.
- 11.6 The Client shall be responsible for promptly entering into any agreements or arrangements necessary for the supply of water and electricity to the Property. The parties acknowledge that the installation of both electrical and water services shall be at the Client's expense.

12. Assigning Responsibilities:

The Client agrees that the Contractor may assign any or all of its obligations under this Agreement to a third party if the Contractor finds it necessary to do so in order to meet its commitments. The Contractor will continue to be jointly responsible with the third party for fulfilling its obligations under this Agreement.

13. Suspensive Conditions:

- 13.1 This Agreement is contingent upon the Client securing a mortgage bond, for the amount of the Loan Amount, within 30 (thirty) days from the Signature Date. This loan must be secured by a first mortgage bond registered over the Property and must be subject to terms and conditions that are not more onerous than those typically imposed by financial institutions for such loans. The condition shall be fulfilled as soon as a letter is received by the Contractor or its nominee, confirming that the Loan Amount has been approved in principle by a financial institution.
- 13.2 If the Loan Amount is not approved within the specified time frame stated in clause 13.1, the Contractor may, at its discretion, extend the period for raising the loan for an additional 15 (fifteen) days.
- 13.3 The Client agrees to take all reasonable steps necessary to apply for and secure the Loan Amount within the timeframes specified in clauses 4.1.1 and 13.1. Should the Client fail to take the necessary steps to obtain the loan within the allotted time or fails to comply with or accept any conditions set forth by potential lenders, this will be considered a breach of this Agreement. In such an event, the Contractor may exercise its rights under clause 15 (breach) or may elect to regard this suspensive condition as fulfilled.
- 13.4 The Agent and/or Contractor is irrevocably authorised on behalf of the Client to sign any necessary loan application documents if the Client does not do so within 10 (ten) days from the Signature Date.
- 13.5 The Client warrants that he is aware of the financial institutions' criteria regarding income and asset requirements for granting a loan in the amount of the Loan Amount, and he confirms that his income and assets are sufficient to meet these criteria.
- 13.6 The Parties acknowledge that the suspensive condition in clause 13.1 is included in this Agreement for the benefit of the Client, and the time period for fulfilling this condition may be waived by the Client through written notice to the Contractor.

14. Disputes:

- 14.1 Unless otherwise stated in clause 5.6, any disagreement between the Parties regarding the interpretation or execution of this Agreement will be settled by an expert in accordance with this clause.
- 14.2 If the disagreement primarily relates to:

- 14.2.1 a legal issue, the expert will be a practicing attorney or advocate;
 - 14.2.2 a construction issue, the expert will be a practicing architect or engineer;
 - 14.2.3 an accounting issue, the expert will be a practicing accountant.
- 14.3 The expert must have a minimum of 10 (ten) years of experience and be practicing in the Western Cape. If the Parties cannot agree within 7 (seven) days after the dispute arises, the current President of the Western Cape Legal Practice Council will appoint the expert.
- 14.4 When addressing the dispute, the following rules will apply:
- 14.4.1 The expert will conduct the proceedings in a manner and format of his choosing;
 - 14.4.2 Each party may present their arguments to the expert in whatever way he decides;
 - 14.4.3 If this Agreement is found to be invalid or lacking in material respect concerning the issue at hand, the expert may interpret and enforce the Parties' overall intent and make a decision based on that;
 - 14.4.4 The expert is permitted to seek additional advice related to the issue;
 - 14.4.5 The expert's decision will be final and binding for both Parties;
 - 14.4.6 The fees of the expert and any expenses incurred by the expert as outlined in clause 14.4.4 shall be the responsibility of and paid by the unsuccessful Party. Any other costs incurred by the Parties will be borne by each Party individually.

15. Breach:

If the Client fails to pay any amount due under this agreement or breaches any other material obligation outlined in this Agreement, and does not rectify this default or breach within 7 (seven) days of receiving written notice to do so, the Contractor is entitled, without limiting any other rights available under this Agreement or by law, to:

- 15.1 **Demand Immediate Payment:** The Contractor may claim and recover from the Client the full outstanding balance of the Building Contract Price, along with any accrued interest as specified, up until the date of payment of this balance, as well as any other amounts for which the Client may be liable under this Agreement. If the Client fails to make the required payment as per this clause, the Contractor's rights under this Agreement will not be exhausted. The Contractor retains the right to pursue any further actions available under this Agreement or by law, even after electing to demand immediate payment; or

- 15.2 **Cancel the Agreement and Retain Amounts Paid as Damages:** The Contractor may cancel the Agreement, take possession of the Property, and retain all amounts paid by the Client as a genuine pre-estimate of the damages incurred by reason of such cancellation. In this case, the Client is deemed to have authorised the Agent and/or Contractor's Attorneys to release to the Contractor any amounts paid by the Client or invested by the Agent and/or the Contractor's Attorneys on the Client's behalf; or
- 15.3 **Cancel the Agreement and Claim Damages:** The Contractor may cancel this Agreement, take possession of the Property, and seek compensation from the Client for any damages sustained due to the cancellation.

16. Penalties:

If any amounts due and outstanding under this Agreement are not paid by the specified due date, the Client shall be liable to pay the Contractor interest on these overdue amounts. This interest will be calculated at a rate of 5% above the prevailing prime commercial overdraft rate as charged by Standard Bank and will apply for the period during which the amounts remain overdue.

17. VAT:

The Building Contract Price includes value-added tax (VAT) calculated at 15% of the value of the Works. If the VAT rate applicable to this type of transaction under this Agreement increases, thereby affecting the total VAT payable, the Client shall be responsible for the additional VAT amount. Upon request and upon payment, the Contractor shall provide the Client with a VAT invoice.

18. Contracting on Behalf of a Company to be Formed:

If the Client signs this Agreement as a trustee or agent for a company or close corporation to be formed, the signatory shall be personally liable under this Agreement if the company or close corporation is not incorporated or does not ratify and adopt this Agreement within 30 (thirty) days of the Signature Date. Upon incorporation and ratification as specified, the signatory, by signing here, binds himself as surety and co-principal debtor, jointly and severally, with the company or close corporation for the due and punctual performance of the company or close corporation's obligations under this Agreement.

19. Special Conditions:

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____

For and on behalf of the Contractor, duly authorised

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

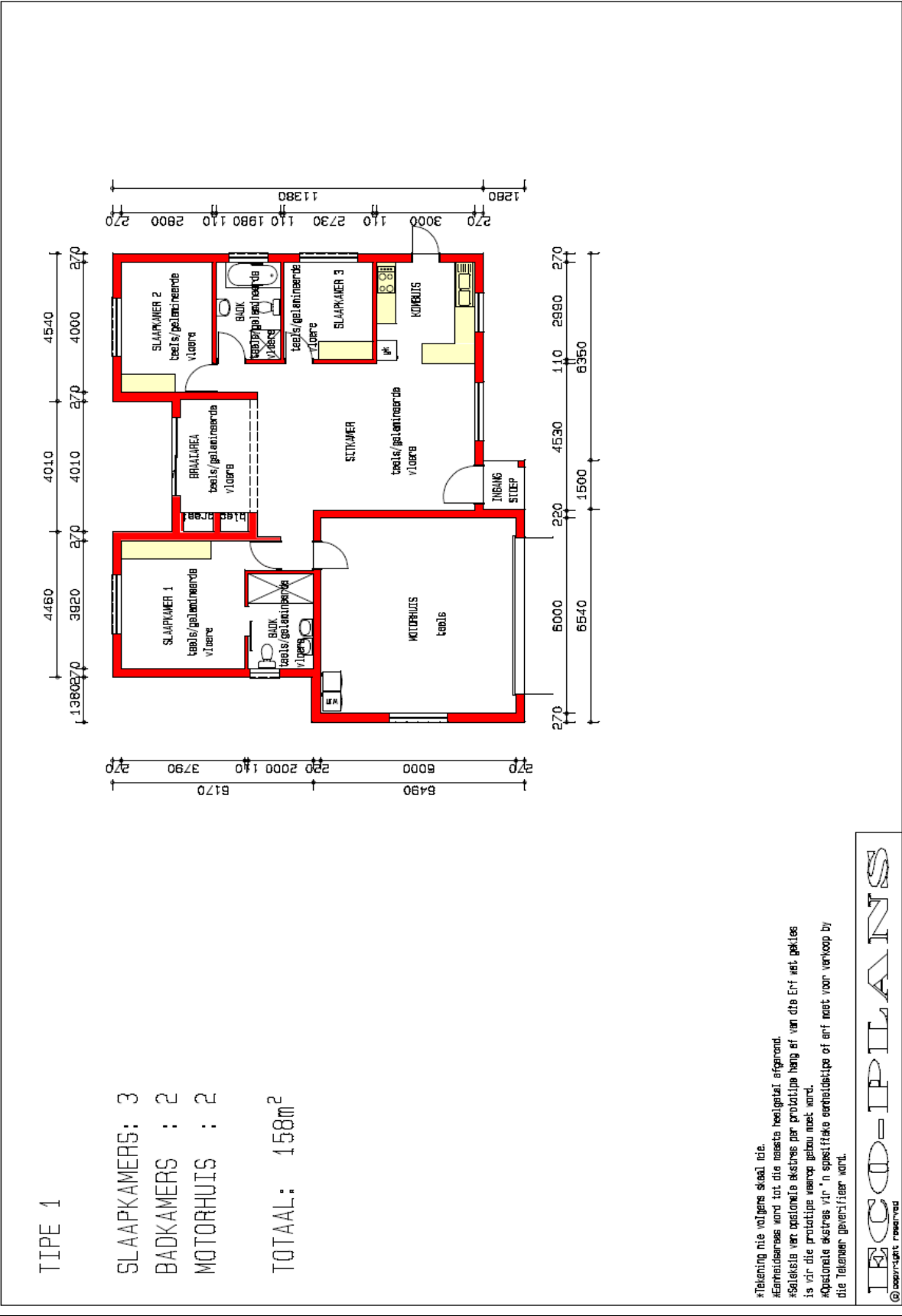
1. _____

Client

2. _____

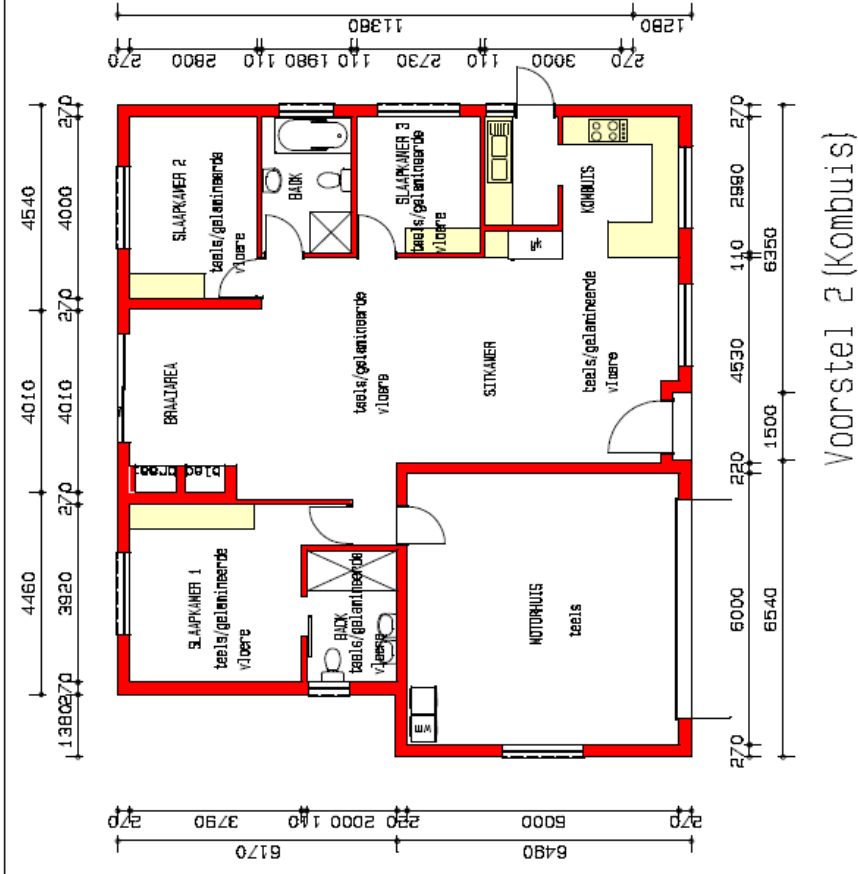
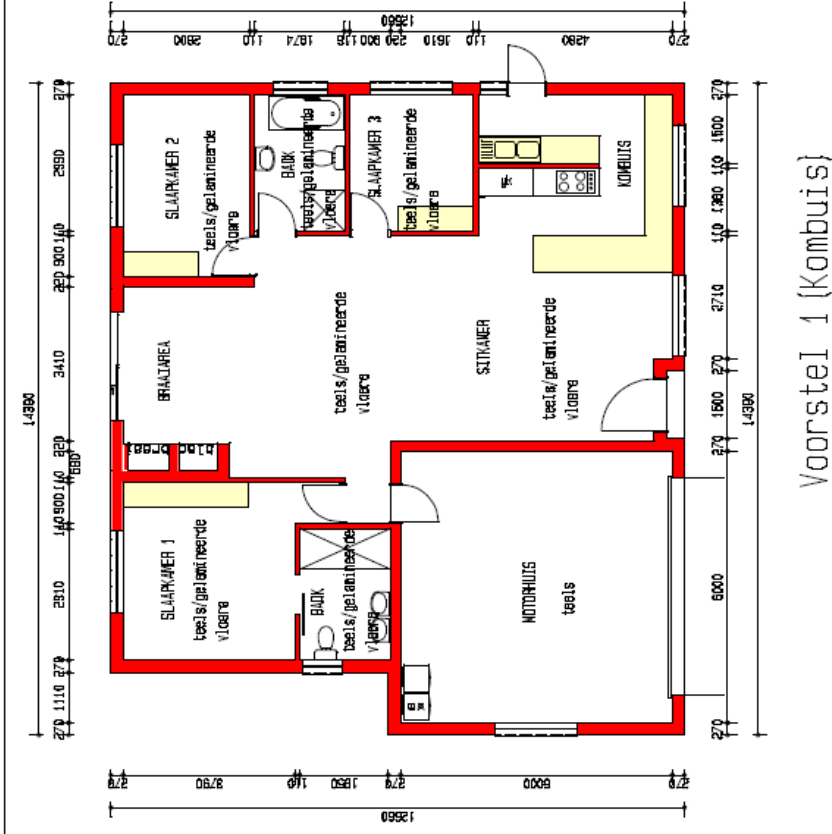
Client

Annexure A: Building Plans



*Tekenning nie volgens skaal nie.
#Eenheidswaarde word tot die naaste heelgetal afgerond.
#Seleksie van opsluitings aksies per produksie hang af van die Erf wat gekies is vir die produksie vanop gebou met word.
#Opsionele aksies vir "n spesifieke eenheids tipe of erf met voor verkoop by die tekenaar geïdentifiseer word.

IRCCO-PLANS
© copyright reserved



TIPE 2

SLAAPKAMERS: 3

BADKAMERS : 2

MOTORHUIS : 2

TOTAAL: 174m²

- *Tekenning nie volgens skaal nie.
- #Eenhedeasmes word tot die meesste heelgetal afgerond.
- #Salekies van opsionale aksies per prototipe hang af van die Erf met paktes is vir die prototipe verkoop gebou moet word.
- #Opsionale aksies vir "n spesifieke eenheids tipe of erf moet voor verkoop by die Telenaar geverifieer word.

TECO-PLANS

© 2007-2012 reserved

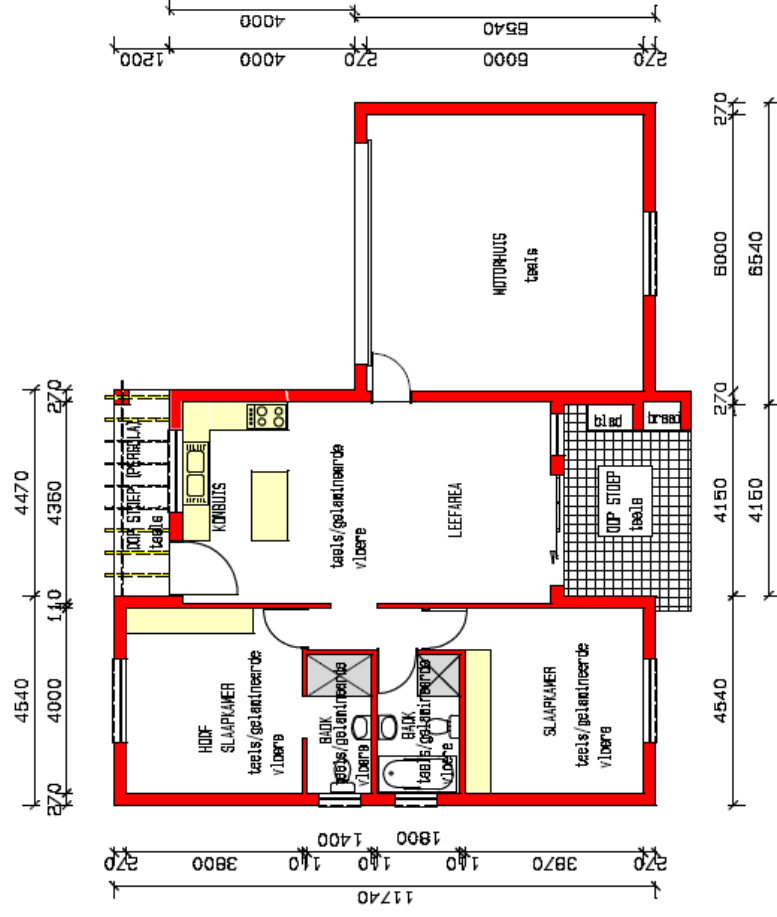
TIPE 3

SLAAPKAMERS: 2

BADKAMERS : 2

MOTORHUIS : 2

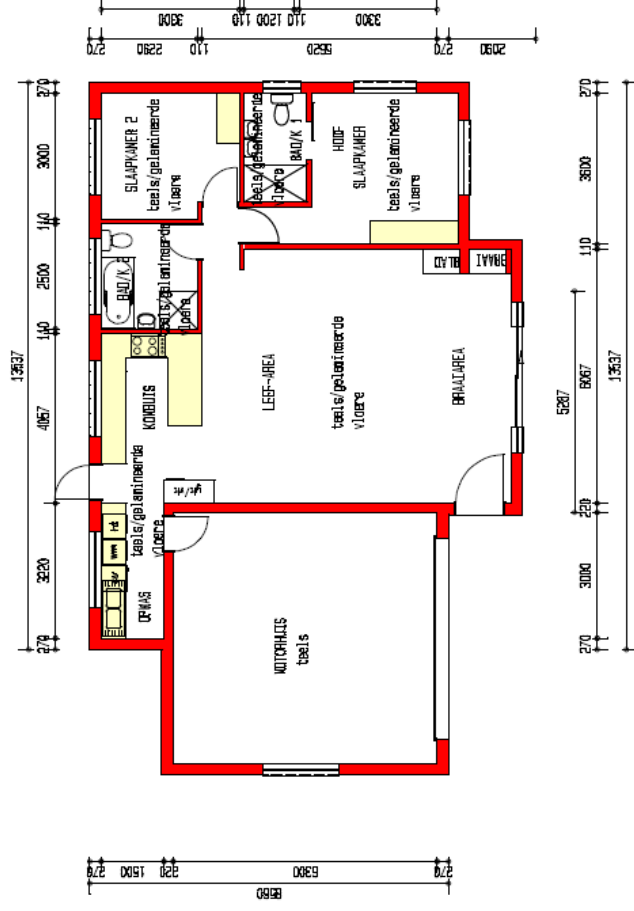
TOTAAL: 133m²



*Tekening nie volgens skaal nie.
 *Enteindigings word tot die naaste heelgetal afgerond.
 *Seleksie van opsionele ekstras per prototipe hang af van die Erf wat gekies is vir die prototipe waarop gebou moet word.
 *Opsionele ekstras vir 'n spesifieke enteindigings of erf moet voor verkoop by die Telenet geïdentifiseer word.

TECO-PLANS
 © 2023-2024 reserved

SLAPKAMERS: 2
BACKKAMERS : 2
MOTORHUIS : 2



*Telling nie volgens skaal nie.
 *Aanrekenende word tot die meeste bevestigel afgewend.
 *Sakele van opsonende sakele per prototipe hang af van die Eri-net-gaies
 is vir die prototipe vancor gebou moet word.
 *Opsonende sakele vir 'n spesifieke aanrekenelstipe of af moet voor verkoop by
 die Telaniser gelevering word.

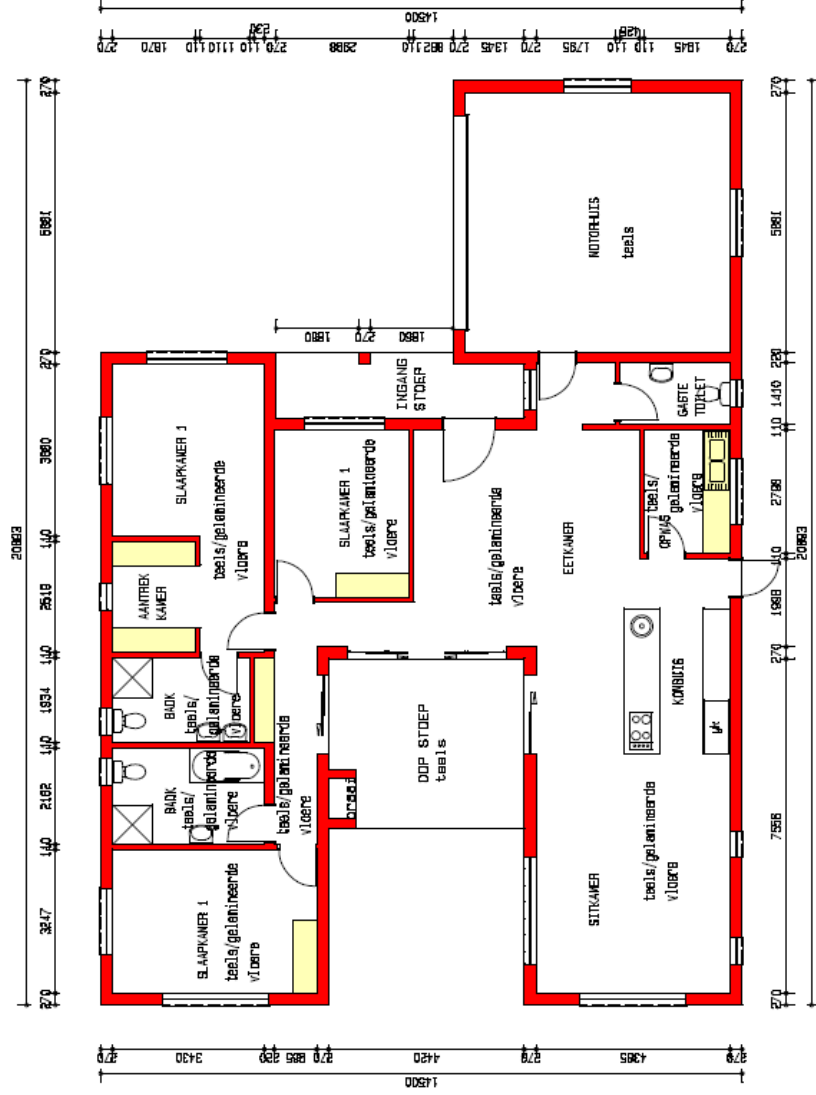
TIPE 5

SLAAPKAMERS: 3

BADKAMERS : 3

MOTORHUIS : 2

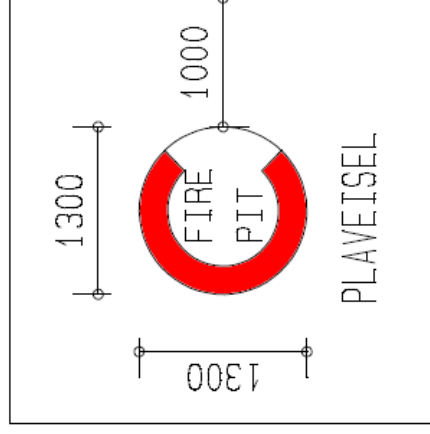
TOTAAL: 219m²



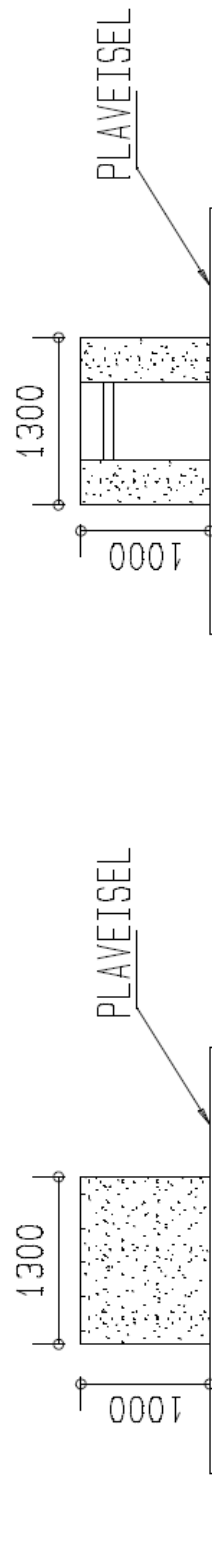
Klaring nie volgens skaal nie.
 Aankomende word tot die meeste besigtel afgerond.
 Seleksie van nasionale ekskursie per produksie hang af van die Erf met pakke
 is vir die produksie woorde gekom moet word.
 Kopsel ekskursie vir "n spesifiek ekskursie of erf met voor verkoop by
 die Telmer geverifieer word.

TECO-PLANS
 © copyright reserved

FIRE-PIT SPESIFIKASIES



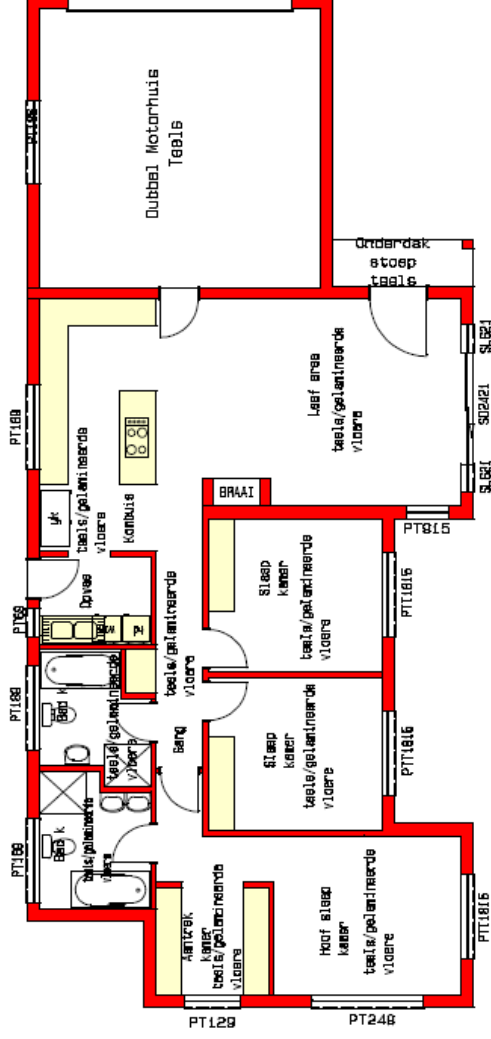
- .Maksimum hoogte - 1m
- .Maksimum omtrek - 1.3m
- .Buite gevef met buite kleur van Landgoed eenhede
- .Plaveisel 1m omtrek van "fire-pit"



TIPE 6

SLAAPKAMERS: 3
BADKAMERS : 2
MOTORHUIS : 2

TOTAAL: 177m²

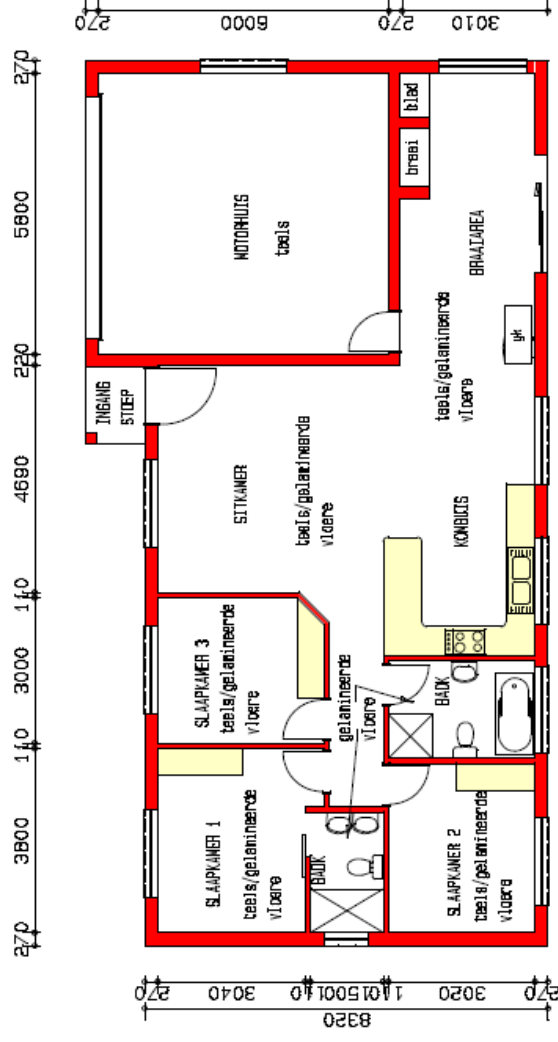


*Tekenning nie volgens skaal nie.
*Aanwysings word tot die naaste heelgetal afgerond.
*Skelet van opskrifte skemas per projekte hang af van die Erf wet gekees
is vir die projekte verkoop gebou moet word.
*Opsionele skemas vir 'n spesifieke eienerskap of erf moet voor verkoop by
die tekenaar geverifieer word.

TIPE 7

SLAAPKAMERS: 3
 BADKAMERS : 2
 MOTORHUIS : 2

TOTAAL: 162m²



*Tekening nie volgens skaal ide.
 #Enteindigings word tot die naaste heelgetal afgerond.
 #Seleksie van opsionele ekstras per prototipe hang af van die Erf wat gekies is vir die prototipe versprei gebou moet word.
 #Opsionele ekstras vir 'n spesifieke eenduidstipe of erf moet voor verkop by die Telenaar geverifieer word.

Annexure B: Schedule of Draws

Payment of the Building Contract Price shall be made by the Client to the Contractor in progress instalment payments as the Works progress, as follows: (consult clauses 4.1 & 4.2)

1. 25% on completion of floor slab;
2. 25% on completion of roof construction;
3. 25% on completion of ceilings, plaster work, windows and external doors;
4. 15% on completion of cupboards and sanitary installation;
5. 10% on receipt of "Happy Letter".

Notwithstanding the provisions above, the Contractor is entitled to submit monthly claims to the financier and/or the Contractor's Attorney for progress payments (draws), as specified in clauses 4.1.4 and/or 4.2.2, throughout the construction period. These claims shall be based on the actual percentage of work completed during the respective month.

Annexure C: Variation Order

Date: _____

1. What are the required changes, and why are they needed? (attach supporting documentation)

2. Change in Building Contract Price:

2.1 Original Price: _____

2.2 Increase / Decrease: _____

2.3 Total: _____

3. Change in timeline:

3.1 Original Timeline: _____

3.2 Increase / Decrease: _____

3.3 Total: _____

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____

For and on behalf of the Contractor, duly authorised

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____

Client

2. _____

Client