OFFER TO PURCHASE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN:

Gerlof Construction West CC
Registration Number : 1998/008014/23

Here in represented by Graham Brown, being duly authorised thereto

ADDRESS & postal: 150 Soutpansberg rd
Riviera
0084

TEL: (012) 329 5825
FAX: (012) 329 2574

(hereinafter referred to as the SELLER)

and

_____
_____
_____

REG / ID No:

_____
_____

(herein represented by

_____

being duly authorised thereto)

ADDRESS:

_____
_____
_____

POSTAL ADDRESS: _____
_____
_____

TEL: _____
FAX: _____
MARITAL STATUS: _____
_____

(hereinafter referred to as the PURCHASER)

INTERPRETATION

In this agreement unless inconsistent with or otherwise indicated by the context, the following words and phrases shall have the following meanings:

1.1 "the act" means the Sectional Title Act of 1986.

1.2 "architect" means the architect appointed by the Seller.

1.3 "building contractor" means the building contractor appointed by the Seller.

1.4 "section" means proposed section No. _____ as indicated on the layout plan in the scheme to be known as Mahube Manor, Erf 3209 Mahube Valley Ext 3, Local Authority: City of Tshwane Metropolitan Municipality of which the floor area will be approximately .....m2 square metres in extent (later to be indicated on the approved sectional plans)

1.5 Occupation date will be on registration.

1.6 "conveyancers" means Van Rensburg Inc. Tel no. (012) 342 7861, Fax no. (012) 4306627,

1.7 "date of commencement" means the date that the contractor commences with the works.

1.8 "date of transfer" means the date that the property is registered into the name of the Purchaser in the relevant Deed's Office.

1.9 "floor plan" means the plan of the section attached marked **Annexure "B".**

1.10 "guarantee due date" means 45 days from date of signature of this agreement.

1.11 "land surveyor" means the land surveyor to be appointed by the Seller.

1.12 "layout plan" means the site plan annexed

hereto as Annexure "A".

1.13 "occupation date" means the first of the month, following the month in which the Occupation Certificate was issued by the council or date of registration which ever occur first. The parties record that the anticipated occupation date will be: Phase 1: 31 Des 2016

1.14 "participation quota" means the participation quota allocated to the section in the sectional plans and upon opening of the sectional title register, the registered sectional plans.

1.15 "plans" means the draft plans prepared by the architect, a copy of which is available for inspection at the offices of the architect.

1.16 "property" means the unit and exclusive use areas as described in this clause.

1.17 "Quantity Surveyor" means the quantity surveyor appointed by the Seller.

1.18 "Rules" means the management and conduct rules imposed in terms of the Act.

1.19 "scheme" means the sectional title development scheme, in respect of the buildings to be named Aloe.

1.21 "sectional plans" means the draft sectional plans to be prepared by the land surveyor, a copy of which will be available for inspection at the offices of the land surveyor, as soon as same has been drawn, and, on approval of such plans by the surveyor general, such approved plans.

1.22 "specifications" means the specifications of products and finishes as indicated on **Annexure "C"** hereto.

1.23 "structure" means the foundations, brickwork, concrete and re-enforcing, plaster and the roof.

1.24 "this agreement" means this agreement and all annexures hereto.

1.25 "unit" means the section together with its undivided share in the common property appointed to that section in accordance with the quota of the section.

The singular shall include the plural and *vice versa* and words importing one gender shall include the other genders;

In addition to the words and expressions defined in this clause, all words and expressions defined in the schedules hereto shall similarly have the meanings assigned to them throughout this agreement unless inconsistent with or otherwise by the context;

Headings to clauses are for reference purposes only and are not be used in the interpretation thereof.

2. PURCHASE AND SALE

The Seller hereby sells to the Purchaser who hereby purchases the PROPERTY for the purchase price on the terms and conditions set out in this agreement. The PROPERTY shall be constructed in accordance with the plans read together with the specifications.

3. **PURCHASE PRICE**

The total purchase price is the sum of R_____
(_____
_____ **Rand)**
(including VAT) payable in cash on date of registration of the property into the name of the Purchaser.

3.1 The Purchaser must before or on the guarantee due date provide guarantees to the Conveyancer, which guarantees must:

- Be provided by an acceptable bank or other financial institution on the terms and conditions as may be acceptable to the Seller; and

- Guarantee the payment of the balance of the Purchase price to the Seller and/or his nominee upon registration of the property in the name of the Purchaser and registration of a mortgage bond; if applicable

3.2 All payments shall be made to the Conveyancer's Trust account:
Van Rensburg Inc,

4. **OCCUPATION AND INTEREST**

4.1 Occupation will be from the first of the month, that the follow the month in which the Occupational Certificate was issued by the Council. Occupational rent will be R 4 500 pm.

5. **SUSPENSIVE CONDITIONS**

This agreement is subject to the following suspensive conditions:

5.1 that the Purchaser obtains approval for a loan with a financial institution for a loan amount not less than R _____
_____
(_____
_____ Rand)
within 45 (Forty-Five) days of signature of this agreement, upon the security of a first mortgage bond to be registered over the property, provided that the Seller may, at his sole discretion and without further reference to the Purchaser, extend such period;

6. **CONDITIONS OF OCCUPATION**

From the occupation date or date of transfer (whichever event occurs first) the Purchaser shall, each and every month, until the body corporate comes into being:

6.1 comply with the provisions of the Act and of the rules which will be applicable to the scheme on the basis that the Seller shall, until the body corporate comes into being, enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of such rules;

6.2 waive all claims against the Seller for any loss or damage to the property or for any injury to person which the Purchaser may sustain in or about the property or the development, and hereby indemnifies the Seller against any such claim that may be made against the Seller by any member of

the Purchaser's family or the Purchaser's invitees, employees or agents for any loss or damage to property or injury to persons suffered in or about the property or the development, the building or the common property, howsoever such loss or damage to property or injury to person may be caused;

6.3 pay on demand all charges in respect of the electricity and other municipal services consumed or utilized in respect of the PROPERTY on or before the due date provided that if the Purchaser fails to pay any such amount the Seller shall be entitled to make payment thereof on the Purchaser's behalf and to recover same from the Purchaser together with interest at the effective interest rate from date on which such amount is disbursed by the Seller to the date upon which it is recovered, and to pay the charges raised by the relevant local authority for the commission and provision of electrical supply to the PROPERTY;

6.4 be liable for and pay to the Seller or the appointed managing agent in advance on the first day of each and every month, the estimated monthly levy calculated on the basis of the participation quota in respect of the actual total costs of managing, operating, administering, repairing, servicing and maintaining the common property including the relevant exclusive use areas, without restricting the generality of the aforegoing, rates, taxes, sewerage and services, salaries, wages, licenses, care and maintenance of the common property, the cost of water and electricity consumed in the common property, wages and other expenses and administration costs, including the cost of collection and recovery of the said costs (all of which costs charges are hereinafter referred to as "total costs"). It is recorded that the total costs have not been estimated;

6.5 not do or permit to be done any act, matter or thing as a result of which any insurance policy held by the Seller in respect of the property rendered void or voidable or as a result of which the premiums in respect thereof may be increased;

6.6 not make any alterations to the interior of the PROPERTY of whatsoever nature without the written consent of the Seller that shall not unreasonably be withheld;

6.7 maintain the PROPERTY in a clean and orderly condition;

6.8 not sell or otherwise alienate the PROPERTY except with the prior written consent of the Seller that shall not unreasonably be withheld;

6.9 acknowledge that on the occupation date or date of transfer (whichever event occurs first), the common property and other sections may be incomplete and the Purchaser and other occupiers must necessarily suffer inconvenience from building operations and the noise and dust resulting therefrom and the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience, provided that such inconvenience is not caused by the intentional or grossly negligent acts of the Seller or its agent/s or its employee/s.

7. **UNDERTAKINGS BY THE SELLER**

15.1.2 The Purchaser: The address appearing under his name in the preamble to this agreement.

15.2 Any party shall be able to change his *domicilium citandi et executandi* on written notice to the other. Such change of *domicilium citandi et executandi* shall take effect on the 14th day after delivery to the other parties of the notice referred to therein.

15.3 All notices in terms of this agreement shall be either delivered to the recipient at his aforesaid address, in which case it shall be deemed to have been received when delivered or sent by prepaid registered post, in which case it shall be deemed to have been received on the 3rd day after posting.

16. EXTENSION OF TIME

Any extension of time or compromise granted to the Purchaser by the Seller is granted without the prejudice to the Seller's rights to claim due performance by the Purchaser of his obligations in terms of this agreement, and such extension or compromise shall not form the basis of any estop or tacit amendment of this agreement.

17. GENERAL

17.1 This agreement represents the entire agreement between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect save as expressly included herein. No variation of or addition to or consensual cancellation of this agreement and no waiver by the Seller of any of its rights hereunder shall be of any force unless reduced to writing and signed by or on behalf of both parties.

17.2 No latitude, extension of time or other indulgence which may be given or allowed by the Seller to the Purchaser in respect of any of its obligations in terms of this agreement shall constitute a waiver, abandonment or novation of the Seller's rights in terms hereof.

18. PHASE DEVELOPMENT

18.1 The developer shall be entitled to, at its election and its costs, to do the development in phases and;

18.2 The Purchaser hereby appoints the developer as its proxy to vote at any meeting of the body corporate convened to obtain the resolution necessary to effect the phase development, if necessary.

19. CAPACITY OF PURCHASER

19.1 Should the Purchaser be a company or close corporation, the signatory hereto warrants and binds himself in his personal capacity by virtue of his signature hereto:

19.1.1 that he is duly authorised to enter into this agreement on behalf of the company or close corporation;

19.1.2 that the company or close corporation is lawfully entitled to acquire and take transfer of the property;

19.1.3 that all conditions have been complied with in order to make this agreement binding on the company or close corporation; and

19.1.4 that the company or close corporation will duly and punctually comply with all its obligations in terms of this agreement.

19.2 Should the signatory for the Purchaser act on behalf of a company or close corporation to be formed, such signatory by his signature hereto:

19.2.1 undertake to procure that the company or close corporation for which he is acting, will be duly incorporated within 60 (sixty) days from the date of signature hereof and that it will adopt and ratify this agreement in order that it becomes legally binding upon it; and

19.2.2 binds himself as surety and co-principal debtor *in solidum* with such company or close corporation for the due and punctual performance by it of all its obligations in terms of this agreement, under express renunciation of the benefits of excussion and division.

In the event that sub-clause 19.2.1 is not fulfilled, the signatory hereto shall be deemed to have acted in his personal capacity and shall be deemed to be the Purchaser in terms of this agreement.

20. **AGENT'S COMMISSION**

20.1 Should the Seller cancel this agreement by virtue of the Purchaser's breach of contract, then the Purchaser is liable for payment of agent's commission to the Agent.

21. Termination of Agreement of Sale in terms of the Alienation of Land Act no 68 of 1981 as amended ("the Act")

21.1 The purchaser has the right to cancel this agreement in writing within 5 days from signature of this agreement.

SIGNED AT ..... on the .....day of .....

AS WITNESSES:

1. .....

.....
SELLER

SIGNED AT ..... on the .....day of .....

AS WITNESSES:

1. .....

.....
PURCHASER

2. .....

.....
PURCHASER

ARTICLES OF AGREEMENT BETWEEN

Qualiplan (PTY) Ltd ("the contractor")

And

_____ ("the purchaser")

(Insert full name)

_____ ("the building works" stand and township on which the house is to be build in accordance with the drawings and specifications annexed hereto, and signed by both parties)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned, the contractor will execute and complete the works in accordance with the said drawings, attached hereto and as described in the specifications and conditions attached hereto;

2.1 The purchaser will pay the contractor the sum of R_____

(_____) hereinafter referred to as the contract sum) of such other amounts as shall become payable hereunder at the times and in the manner specified herein and shall be payable to the contractor at the offices of **Qualiplan.**

2.2 A deposit of R_____-00 (_____) is payable in cash on acceptance hereof or the approval of a loan in whichever occurs the latest to the account of **Qualiplan** to be invested for the benefit of the contractor until required by the conveyancer.

2.3 This contract is subject to a financial institution approving on its normal terms and conditions a loan for the balance of the contract price on security of a mortgage bond over the building works.

2.4 The purchaser shall take all reasonable steps to apply for a loan as soon as possible and the purchaser hereby appoints **Qualiplan** as his agent for all purposes relating to the loan application. The purchaser is obligated to apply for a loan and to utilize all guarantees and subsidy assistance from his employer.

2.5 Such loan must be granted or approved in principle within 21 days or such extended period as the contractor in his sole discretion may approve. Bank guarantees for payment of the purchase price to be provided within 45 days from signature of this agreement or an extended period per the discretion of the contractor. This loan is payable to the contractor in accordance to the quantity surveyor's or architect's certificates.

3. The purchaser chooses domicilium citandi executandi for all purposes of this contract at (not postal box or private bag)

_____

4. The contractor chooses domicilium citandi executandi for all purposes of this contract at:
150 Soutpansberg Road, Riviera, Pretoria, 0084.

The following addendum forms an integral part of this contract:

- Terms and Conditions – Building Contract – Part One
- Contract to Purchase Stand – Part Two (if applicable)
- Schedule of Finishes and Tender

Signed at_____ On this _____ day of _____ 20____

Purchaser: _____ Purchaser's Spouse _____

On behalf of the Contractor: _____

Witness (1): _____ (2): _____

TERMS AND CONDITIONS – BUILDING CONTRACT / PART ONE

1.1 It is agreed that the following documents listed: Schedule of finishes; Sketch of plan; Block plan and Tender form an integral part of this CONTRACT.

1.2 It is specifically agreed that there shall be no additions or variations to the said plans and specifications without the written consent of the CONTRACTOR first having been obtained.

1.3 The PURCHASER hereby agrees that the plans and specifications as submitted to a Mortgage on his behalf, shall be deemed to be the plans and specifications selected and approved by the PURCHASER for the purpose of this CONTRACT and in terms hereof.

2.1 The PURCHASER and the CONTRACTOR agree that the CONTRACTOR shall build the said works substantially in accordance with the plans and specifications mentioned in Clause 1 hereof. In the event of the Mortgage or Local Authority or the PURCHASER, or any other body or party at anytime, or for any reason, whether before during or after the construction of the said works, requiring any alteration, variation or amendment to the plans and/or specifications involving the CONTRACTOR in additional expense, then cost of complying with such alteration, variation or amendment shall be borne and paid by the PURCHASER, and the CONTRACTOR is hereby authorized to carry out the requirements of the said person, bodies or parties as the case may be.

2.2 The PURCHASER hereby authorizes the CONTRACTOR to submit the plans on the PURCHASER'S behalf to the Local Authority, Township PURCHASER, Mortgage or any other body or party having or claiming a substantial interest therein, for approval, but the responsibility for obtaining such approval rests on the PURCHASER who shall be obliged to notify the CONTRACTOR in writing of all the requirements of the said person, bodies or parties as the case may be.

2.3 The PURCHASER shall immediately on the signature hereof give to the CONTRACTOR or any person or company authorization to act on behalf of the CONTRACTOR, complete possession of the said property and shall not be entitled to require the CONTRACTOR or any person or company acting on its behalf to give up such possession so long as the PURCHASER is indebted to the CONTRACTOR or any person or company acting on its behalf, in any amount from whatsoever cause arising.

3. The PURSHASER undertakes to make application to any Bank or institution nominated by the CONTRACTOR within 7 (seven) days of being requested to do so by the CONTRACTOR for a building loan for the amount mentioned in Clause 2.1 of Part One hereof on the security of a First Mortgage Bond over the aforesaid property and the said works, which are to be erected thereon, such bond to carry interest at the ruling rates as determined at any given time by any Bank carrying on business in South Africa.

4. The PURCHASER warrants that he has purchased the said property and undertakes that he will obtain registration to transfer of the stand within 60 (sixty) days of the building loan referred to in Clause 2 hereof being approved.

5.1 The PURCHASER irrevocably cedes to the CONTRACTOR a sum equal to the amount mentioned in Clause 2.1 Part One of the Contract from the proceeds of the above mentioned bond/s THE CONTRACTOR is further hereby authorized to receive interim draws from the Mortgage and the PURCHASER agrees to sign the authority for such payments as and when required by the CONTRACTOR in the event of the PURCHASER failing or refusing to authorized payment of such interim draws the CONTRACTOR shall be required without prejudice to any other rights which it may have in terms of this contract or in law to discontinue the said works forthwith and all damages arising costs incurred and additional interest accruing shall be for the account of the PURCHASER. In the event of the Mortgage through error or otherwise paying to the PURCHASER or his agents, any of the proceeds of the bond/s hereby ceded prior to the CONTRACTOR having been paid the full contract price plus any additional sums herein contained, the CONTRACTOR may require the PURCHASER forthwith to pay such amount to the CONTRACTOR plus interest thereon at the maximum rate of interest as is them being charged by any Bank in respect of a loan secured by a final mortgage bond over a similar property, from the date of such payment to the PURCHASER until the date of payment thereof to the CONTRACTOR.

5.2 Should the Mortgage at any time withhold payment from the CONTRACTOR, or should the PURCHASER prevent the CONTRACTOR from receiving a draw from the Mortgage for which the CONTRACTOR has requisitioned the MORTGAGE, in addition to their rights which it may have in terms of this contract or in law shall be entitled forthwith to call upon the PURCHASER for payment of the sum involved together with interest thereon at the maximum rate of interests then being charged by any Bank in respect of a loan secured by a first mortgage bond over a similar property from its date of demand or requisition to date of receipt of the payment by the CONTRACTOR.

5.3 Save as is otherwise set out in 5.4 hereof, the final inspection passed by the Mortgage, passed by the Proprietor, or in the taking of occupation of the said works by the PURCHASER or an occupation certificate signed by the Building Inspector from the local authority and/or 100% valuation by the Valuator appointed by the bank or otherwise stating that the works have been satisfactorily completed in terms of this contract, or a certificate by the Mortgage authorizing the final payment (whichever of these occur earliest) shall constitute complete proof of the satisfactorily completion of the said works by the CONTRACTOR and the CONTRACTOR shall be discharged from all its obligation, expressed or implied under this contract any variation thereof in addition thereto, and the PURCHASER shall have no further claim on the CONTRACTOR save as covered in Clause 5.4.

5.4 Subject to 5.6 below, the CONTRACTOR undertakes-

5.4.1 at the termination of the period of 3 (three) months from the completion date (as hereinafter defined) to make good any material latent faults or defects which become apparent during that period and which arise from defected material workmanship.

5.4.2 During that period of 12 (twelve) months from the completion date to carry out such repairs and / or make such replacements as may be necessary to eliminate roof leakages and to ensure that rainwater is a properly discharged from the roof.

5.5 The CONTRACTOR shall be relieved from the undertaking given by it in terms of 5.4 above if the PURCHASER fails to give the CONTRACTOR written notice by registered post within 7 (seven) days of the expiry of the said period of 3 (three) months, to the effect that the CONTRACTOR is required to carry out the relevant undertakings.

5.6 The CONTRACTOR shall only be responsible in terms of 5.4 above for damages sustained by the PURCHASER under conditions of normal use and services and shall under no circumstances be responsible for damages or loss caused by wear and tear, misuse, neglect, abuse or accident in respect of or arising from any insured risk in terms of home PURCHASER insurance policies normally issued by the leading South Africa insurance companies in respect or residential properties and the CONTRACTOR shall under no circumstances be liable for any consequential loss or damage. Such guarantees as may be received by the CONTRACTOR from the manufacturers in respect of any stove or the thermostat and element of any geysers, will be passed on to the PURCHASER.

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5.7 For purposes aforesaid, the completion date shall either be:

5.7.1 the date on which occupation is taken by the PURCHASER; or

5.7.2 the date of the final inspection passed by the Mortgage; or

5.7.3 the date of the final payment by the Mortgage; or

5.7.4 the date of issue of an occupation certificate stamped, dated and signed by the local authority stating that the works have been satisfactorily completed in terms of this Contract; or

5.7.5 the date of confirmation of the Valuator stating that the works have been completed in terms of this Contract,

whichever of these dates shall be the earliest.

5.8 A certificate from a third party quality controller nominated by the CONTRACTOR stating that any defect for which the CONTRACTOR is liable in terms of Clause 5 has been made good shall be final and binding on both parties and shall relieve the CONTRACTOR from any further obligations whatsoever in respect of such defect.

6. It is specifically agreed that the taking of occupation of the said works by the PURCHASER shall be a complete and irrevocable acknowledgement by the PURCHASER that the CONTRACTOR has fulfilled all its obligations in terms of this Contract (save as is provided for in 5 hereof) and that the CONTRACTOR has become entitled to payment forthwith of the full amount of the contract price plus any additions thereto in terms of this Contract plus interest and other charges as herein provided.

7.1 The CONTRACTOR shall insure against the public liability on or about the building site from the commencement of building operations until the works have been completed in terms of the contract.

7.2 Notwithstanding anything to the contrary herein contained, expressed or implied, the CONTRACTOR shall not be liable for the making good of any damages, faults or defects caused by surface water, storms or rain water (the diversion of which the PURCHASER acknowledges is his responsibility) ground containing clay, settlement, shrinkage or cracking resulting from settlement, shrinkage, thermal cracking, earth tremors, geological disturbances and / or subsidence, the nature of the sub-soil or terrain, the moisture content of the sub-soil, the shrinkage and expansion of materials, wear and tear, misuse and neglect by the PURCHASER. These provisions shall apply whether the CONTRACTOR excavates to reduce ground levels on the building site or not.

7.3 In the event of the PURCHASER, CONTRACTOR or any local or other authority whatsoever, including the Mortgage, requiring additional reinforcing or other precautions for the foundations, floors or other portions of the building, or any other precautions upon which the works are to be erected, then such reinforcing or other precautions shall be done at the additional cost and expense of the PURCHASER and at his sole risk and responsibility, and if done by, through or at the request of the CONTRACTOR, the CONTRACTOR shall be deemed to be the agent of the PURCHASER for this purpose and not an independent contractor. The PURCHASER hereby indemnifies the CONTRACTOR and holds the CONTRACTOR harmless against any claim for damages or otherwise that may be made by any other party and the PURCHASER releases the CONTRACTOR from any such claim by the PURCHASER arising out of such work.

8. Should the PURCHASERS estate be sequestrated as insolvent, or should the PURCHASER commit a breach of any of the terms of this contract, all of which terms shall be regarded as material, the CONTRACTOR shall be entitled forthwith to give the PURCHASER or his trustees written notice of the termination of this Contract, without prejudice to any other rights which the CONTRACTOR may have in terms of this Contract or in law.

9.1 The CONTRACTOR shall have the right at its discretion to commence building operations before the registration of the building bond referred to herein and / or registration of transfer of the said property into the name of the PURCHASER and in the event of the CONTRACTOR exercising such discretion the CONTRACTOR shall not be held liable for any claim for interest or other charges of whatsoever nature made by the seller of the land on which the said works are to be erected or its agent for the grant of permission to the CONTRACTOR to proceed with building operations on the property. Any such claims shall be for the account of the PURCHASER.

9.2 Upon a satisfactorily completion of the works by the CONTRACTOR in terms of the provisions of Clause 5.3 of this contract prior to the registration of the mortgage bond/s referred to herein, notwithstanding anything to the contrary herein specifically or implied contained, the PURCHASER shall be obliged in addition to all other payments provided herein to pay interest to the CONTRACTOR at the maximum rate of interest as is then being charged by any Bank in respect of a loan secured by a first mortgage bond over a similar property on the balance then owing from the date of completion of the works as aforesaid until the CONTRACTOR has received payment in full. Such payments shall be made monthly in advance on the first day of each and every month.

9.3 The CONTRACTOR reserves the right to change a stand number and the bank.

10.1 In the event of the CONTRACTOR being unable to readily locate the boundary pegs of the said property then the CONTRACTOR shall be entitled to employ a land surveyor to locate the said pegs and the said land surveyor shall for such purposes be the agent of the PURCHASER who shall be responsible for any payment for the said land surveyor's fees.

10.2 Where the CONTRACTOR considers it necessary to alter the sitting of either the main building or outbuildings or both, form the positions show on the plan, the CONTRACTOR will have the right to make the necessary after notifying the PURCHASER. The additional costs in making these alterations will be borne by the CONTRACTOR.

10.3 In the event of any error occurring in the sittings of the works by the CONTRACTOR such error shall not be deemed to constitute a breach of this contract by the CONTRACTOR but the CONTRACTOR shall have the right and the PURCHASER shall be deemed to authorize the CONTRACTOR to make such amendments alterations and / or modifications to the plans and / or specifications and / or the works as may be necessary in order to comply with any laws or regulations in force at the material time which affect the sitting aforesaid. Such amendments of alterations or modifications shall be done at the CONTRACTOR'S sole cost and expense.

11.1 The PURCHASER shall not have the right either personally or throughout this agent/s to issue instruction to any of the CONTRACTOR'S workmen, any subcontractors employed on the said works or other persons employed by or acting on behalf of the CONTRACTOR without the consent of the CONTRACTOR first having being obtained.

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11.2 Should the PURCHASER or his agents in any way and in breach provisions of this agreement and without consent of the CONTRACTOR first having been had and obtained, issue instructions resulting in changes of the plan and / or specifications referred to herein of the method of carrying out any work then the CONTRACTOR shall not be liable for any faults or deficiencies in the said works resulting from the making of the aforesaid changes.

11.3 The PURCHASER shall however be liable to the CONTRACTOR for any additional expenses involved in the carrying out of such changes, whether by reason of the changes themselves or by reason of making good altering or repairing other works affected by surcharges.

11.4 Whenever the PURCHASER is required in terms of this Contract or the specification attached hereto to do any variation or amendment to this contract or specifications, to obtain or supply labour and / or materials at his / her own cost and expense then the PURCHASER shall do so strictly within the time specified by the CONTRACTOR. Any delay occasioned by the PURCHASER in this regard which results in expense or inconvenience to the CONTRACTOR through being held up in the completion of the said works shall be for the account of the PURCHASER. Should this delay exceed 3 (three) weeks in duration then the CONTRACTOR shall have the right to supply labour and / or materials and charge the PURCHASER the full retail prices thereof as well as a reasonable charge for handing expenses.

11.5 Where work is done or labour supplied by the PURCHASER or his agent on the site envisaged in the immediately preceding paragraph which work the Mortgage or the CONTRACTOR at their sole discretion consider to be of an quality or standard then the CONTRACTOR shall have the right to remove such labour or work from the site and replace it with the CONTRACTOR'S own labour and materials of an acceptable standard. The PURCHASER hereby undertakes to pay the CONTRACTOR upon demand the direct and indirect cost together with a reasonable charge by the CONTRACTOR for the aforesaid replacement and removal of substandard work.

11.6 The PURCHASER will be responsible and pay all legal costs and fees in connection with the registration of the transfer of the said property into the name of the PURCHASER.

12.1 The PURCHASER will be responsible for the payment of bond registration costs, interest charged by the Bank of progress payments to the CONTRACTOR during the period of construction, fees necessary for plan approval, Bank inspection fees and charges for fire, storm and flood insurance during building operations.

12.2 In the event of any unforeseen circumstances arising which delay or which have the effect of delaying the completion of the works and which involve the incurring of additional expenses not herein contained, the CONTRACTOR shall have the right without prejudice of all other rights herein contained and without the consent of the PURCHASER first having been had and obtained, to disburse moneys and incur expenses on behalf of the PURCHASER in order to facilitate the completion of the works. All such monies disbursed or expenses incurred shall be repayable or paid by the PURCHASER to the CONTRACTOR upon demand and shall bear interest at the maximum rate of interest as is being charged by any Bank in respect of a loan secured by a first Mortgage bond over a similar property, from the date of such disbursement until the date of repayment. The CONTRACTOR shall within a reasonable time of disbursing such monies or incurring such expenses notify the PURCHASER of the nature and extent thereof.

13. The CONTRACTOR will complete the erection of the said works within 180 (hundred and eighty) working days of all under mentioned conditions fulfilled.

13.1 The registration of the bond over the stand.

13.2 The registration of leasehold in respect of the site in the name of the PURCHASER.

13.3 The granting of necessary services.

13.4 The approval of all Bank plans by the relevant authority, but the PURCHASER hereby expressly agrees that the CONTRACTOR is not and will not be responsible for any damages, which may be suffered by the PURCHASER arising from the late completion of the said works by the CONTRACTOR. In the event of the building operations coinciding with the December building holidays in any year, then the intended period of completion as aforesaid shall be extended by an additional 30 (thirty) days.

Payment of the PURCHASER'S indebtedness shall be made to the CONTRACTOR without deductions and the PURCHASER hereby waives any right of setoff, which he may have against the CONTRACTOR arising from any cause whatsoever and the PURCHASER expressly acknowledges that he is not entitled and will not be entitled to withhold or defer any such indebtedness or any portion thereof for any reason whatsoever.

14.2 A certificate signed by the CONTRACTOR'S auditor specifying the amount due to the CONTRACTOR in terms of the Contract may be used by the CONTRACTOR for the purpose of obtaining judgment whether by default or otherwise, summary judgment of provisional sentence against the Company in any court of law having jurisdiction in respect thereof.

15. The CONTRACTOR shall only be responsible for noncompliance with any of the requirements of a local authority township PURCHASER, Mortgage, or the National Housing Builders Registration Council (NHBRC) provided the CONTRACTOR shall have received written notice by registered post setting out the full details of such requirements prior to the completion of the works.

16. The date appearing on the CONTRACTOR'S copy of any notice referred to in this contract shall be deemed to be the date of posting thereof, and any such notice addressed to the PURCHASER at the address recorded in Clause 4 Part 1 of this Contract shall be deemed to have been received by the PURCHASER within 7 (seven) days of the above date.

17.1 In the event of any dispute arising between the PURCHASER and the CONTRACTOR regarding the constructions of the works or any other matter whatsoever arising out of this Contract, of the interpretation thereof, either during the course of erection of the works, or upon or after the completion thereof, where the value of the dispute exceeds the sum of R1,000.00 (one thousand rand), the CONTRACTOR shall have the right to purchase the stand/s upon which the said works haven been, or are in the process of being erected, as well as building and erections thereon.

17.2 The CONTRACTOR shall have the right to purchase from the PURCHASER the stands on which the said works were or are being erected, at the market value on the date the contract was signed for such stand/s by the PURCHASER and this contract shall be deemed to be a valid and binding Deed of Sale between the PURCHASER and the CONTRACTOR for the purchase of the said stand/s under consideration in the event of this clause being invoked. A sworn evaluator appointed by the CONTRACTOR will determine market value.

17.3 Notwithstanding anything to the contrary herein expressly or implied contained, in the event of this clause being invoked, the CONTRACTOR shall refund to the PURCHASER all monies paid by the PURCHASER to the CONTRACTOR by way of deposits and other fees in terms of this Contract up to the time the

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CONTRACTOR purchases the said stand/s. In addition to the above, the CONTRACTOR shall be obliged to make the necessary arrangements with the Mortgage to be situated as Mortgagor in terms of the said Mortgage bond/s in place and instead of the PURCHASER.

18. In the event that after 60 (sixty) days from the date of signature of the Contract, the following have not taken place:

18.1 the Mortgage bond/s referred to in Clause 2.2 of Part Two of this Contract has not for any reason whatsoever been duly registered, or

18.2 the building plans submitted to the Township PURCHASER and the Local Authority have not for any reason whatsoever been approved, or

18.3 the stand/s upon which the said works are to be built is / are not where portable water is immediately available, or

18.4 the stand/s upon which the said works are to be built is / are situated in an area where sewerage facilities are not immediately available, or

18.5 the stand/s upon which the works are to be built is / are situated in an area where domestic electricity is not immediately available, or

18.6 the stand/s have not been registered into the name of the PURCHASER

Then, in any of such events, the CONTRACTOR shall have the right, without prejudice to any other rights embodies in this contract, to cancel this contract and recover from the PURCHASER, either

i) An amount equal to 10% of the contract price referred to in Clause 2 Part One of this contract, by way of a penalty, that being a genuine estimate of the loss which the CONTRACTOR will sustain, or

ii) Any costs and charges which the CONTRACTOR may have incurred arising out of this contract, up to the date of cancellation, comprising Estate Agents Commission, the costs of preparing plans, administrative expenditure, Financial Institution Evaluation Fees and Municipal Levies.

19. The CONTRACTOR shall be allowed to invite the public by public advertisement or otherwise, to inspect the said works and / or the said works as a "Show House" at any time prior to occupation of the said works being taken by the PURCHASER.

20. Should the CONTRACTOR not bring to practical completion and hand over to the PURCHASER for beneficial use and occupation the works as stated in this contract within 90 (ninety) days of the date set out in Paragraph 13 hereof, then in such event the CONTRACTOR shall pay to the PURCHASER penalties reckoned at the rate of R10.00 (ten rand) per day for every day that the CONTRACTOR is unable to give to the PURCHASER beneficial use of the property.

21. The PURCHASER further specifically and separately authorize the CONTRACTOR, if the letter is required to do so by any Mortgage to which application may be made for a building loan in terms hereof, or a local authority or any other body or person, to:-

21.1 carry out soil testing

21.2 dig test pits

21.3 carry out chemical or other analysis of the soil

21.4 obtain engineer's or other reports.

The PURCHASER specifically agrees to pay to the CONTRACTOR the costs of the said soil testing, test pits, analysis of soil engineer's or their reports, whether the Mortgage grants the said loan or not, provided however, that the total amount payable in terms of this Clause shall not exceed the sum of R300.00 (three hundred rand).

22. In the event of the above tests, analysis or reports revealing a situation where additional foundation or other building costs are necessary, then providing such additional costs do not exceed 5% (five percent) of the contract price indicated in Clause 2, the CONTRACTOR shall notify the PURCHASER of the amount of these additional costs, which are payable 2 (two) weeks before occupation or completion whichever is earlier.

23. In the event of the above tests, analysis or reports revealing a situation where additional foundation or other building costs are necessary if such costs exceed 5% (five percent) of the contract price indicated in Clause 2, then either the PURCHASER or the CONTRACTOR shall haven the right to cancel this contract by giving notice in writing of cancellation. A certificate signed by the CONTRACTOR'S auditor specifying the amount due shall be sufficient proof of the costs and charges due to the CONCTRACTOR.

24. The PURCHASER hereby undertakes to pay all fees and deposits to the local authority in connection with the installation and service bills of water, electricity and sewerage and all other charges. The PURCHASER shall be obliged to repay the CONTRACTOR on demand any costs incurred by the CONTRACTOR for service connections and related deposits, the approval of the building plans and the registration for leasehold should the CONTRACTOR for any reason whatsoever disburse monies in respect of the abovementioned.

25. For the purpose of these conditions the parties record that their respective domicillium citandi et executandi are as set out in Paragraph 4 of Part 1.

26. The costs of drawing this agreement including the cost of attendances in connection herewith and all other costs and charges relating to these conditions shall be borne and paid by the PURCHASER and the CONTRACTOR in equal shares.

27. This contract represents the whole agreement between the parties and no conditions, representations of warranties of any nature shall be any force or effect unless specifically included herein in writing. The PURCHASER specifically acknowledges that no representations, warranties, inducements or other conditions of any nature whatsoever including conditions, precedent to this Contract have been made or agreed to by the CONTRACTOR and that upon signing hereof, this Contract and only the terms hereof are operative and binding on the CONTRACTOR and PURCHASER.

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STORDOC INDIVIDUAL INFORMATION SCHEDULE

Identity Number / Passport Number	
Title	
First Name	
Last Name	
Middle Name	
Maiden Name	
Gender	
Marital Status	
Date of Marriage	
Place of Marriage	
Income Tax Number	
Contact Details	
Cell	
Home Telephone	
Work Telephone	
Email Address *(compulsory)*	
Future Residential Address	
Future Postal Address	
Next of Kin Particulars (Not Spouse)	
First Name	
Surname	
Relationship	
Cell	
Work Telephone	
Email Address	
BANK DETAILS FOR DEBIT ORDER	
Name of Bank	
Account in the name of	
Type of account	
Account number	
Branch Code/ ACB Number	
Date of debit order	

** Note that Credit Card banking details are not acceptable **