THERESAPARK EXTENSION 69

DEED OF SALE

ENTERED INTO BY AND BETWEEN

THERESAPARK JOINT VENTURE
VAT No. 4490300078
Acting in its capacity as a duly authorised agent of

JFS Properties No 19 (PTY) LTD
Company Reg. No. 2008/027797/07

Represented by _____ duly authorised thereto

(hereinafter referred to as "the Seller")
AND

PURCHASER 1: .....(full names)

PURCHASER 2: .....(full names)

(hereinafter referred to as "the Purchaser(s)")

The Seller hereby sells to the Purchaser who hereby purchases certain unimproved Erf in the Township of THERESAPARK EXTENSION 69 (hereinafter referred to as "the Property") with details:

Erf Number (stand)		**Erf Size (approximate)**	m^2	**House Size (approximate)**	m^2

Purchase Price:

Land Purchase Price *inclusive of 15% V AT*	....(in words) R.....in (figures)
Contract Price of House *inclusive of 15% VAT*	....(in words) R.....in (figures)
Total **Package Price**	....(in words) R.....in (figures)

The price(s) stated are INCLUSIVE OF VAT @ 15%. In the event that the standard rate of VAT changes from the existing 15% (fifteen percent), the pricing and other amounts as may be payable pursuant to this agreement shall automatically be increased or decreased, as the case m ay be.

INITIALS.....

Deposit	....(in words) R.....in (figures)
Balance (Housing Loan Required)	....(in words) R.....in (figures)

This Land Purchase Price shall be payable by the Purchaser as follows:

A deposit as stated above which shall be payable within 7 (seven) days from date of acceptance of this agreement.

The balance of the Land Purchase Price shall be paid against registration of transfer of the Property into the name of the Purchaser. Such outstanding balance of the Land Purchase Price to be secured by guarantee/s (in a form approved by the Seller or Conveyancer) within 21 (twenty one) days after fulfilment of the suspensive condition in clause 5.1.1. The Purchaser offers to purchase the Property as described above at the price indicated above based on the conditions of this agreement.

A: DETAILS SCHEDULE

Details and descriptions bearing the relevant meanings in relation to the Deed of Sale and Building Agreement where applicable:-

A1. Details of the Seller or the Seller's Duly Authorised Agent

Name	Theresapark Joint Venture, VAT No. 4490300078 acting in its capacity as a duly authorised agent of JFS Properties No 19 (Pty) Ltd (Company Reg. No. 2008/027797/07).		
Address	Unit 5, The Ferns Office Park, 364 Pretoria Avenue, Ferndale, Randburg, 2194		
Tel	011 326 0820	Email	tanner@jfshousing.co.za

A2. Details of Contractor

Name	Jumbo Building (Pty) Ltd, VAT no. 4520175888 (Company Reg. No. 2009/006535/07)		
Address	546 Constantia Park, 16th Road, Midrand, 1685		
Tel	011 312 0083	Email	jumbo@jumbocon.co.za

A3. Details of Purchaser(s)

	Purchaser 1	**Purchaser 2**
Full Names & Surname		
Title		
ID Number		
Gender		
Marital Status		
Income Tax No.		
Full Physical Address	Code:	Code:

INITIALS.....

Postal Address	Code:	Code:
Email		
Work Tel No.		
Cell No.		
Next of Kin *(Someone not living with you)*		
Name and Surname		
Contact No.		
Full Physical Address	Code:	Code:

A4. Details of Purchasers' Employment

	Purchaser 1	**Purchaser 2**
Employer		
Employer's Address	Code:	Code:
Position Held		
Employer Contact No.		

A7. Internal Services and Other Information

Water	Metred supply to each stand as per HOA and municipality
Sewer	Water borne sewer
Roads	Constructed as per municipal requirements
Storm Water	Constructed as per municipal requirements
Electricity	Metred supply to each stand as per HOA and municipality
Boundary Wall	2.4m wall around the development, 1.8m garden wall around erf
Entrance	Access Control with Gatehouse
Levy	Applicable

A8. Details of Conveyancer and Bond Attorney

Company Name	**M.C. VAN DER BERG INC**	Tel	**012 660 6000**

A9. Details of Sales Agent

Agency	
Agent's Name	
Email Address	
Contact Number	

INITIALS.....

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 Agreement – This contract and whereby the words "clause(s)" and "annexure(s)" refer to clauses and annexures to this contract.

1.2 Details Schedule – the details schedule as included in this Agreement in respect of information and details pertaining to this Agreement.

1.3 Bond Attorney – the attorney responsible for registering the bond over the Property in favour of the institution financing the purchase.

1.4 Building Agreement – a written and signed agreement to be concluded between the Purchaser and the Contractor and required to accompany this Agreement in respect of the improvements to be erected on the Property.

1.5 Contractor – the building contractor as described in the Details Schedule.

1.6 Conveyancer – the person or entity appointed by the Seller to attend to the transfer of the Property as described in the Details Schedule.

1.7 House – the improvements to be built on the Property by the Contractor as described in the Building Agreement, the Details Schedule, and other relevant Annexures to the Building Agreement.

1.8 Housing Loan – the loan which the Purchaser has to apply for and to be granted by the Lender.

1.9 Land Purchase Price – the price as stated in on page 1 of this agreement.

1.10 Lender – the financial institution who grants the housing loan to finance the Package Price.

1.11 Occupation and Occupation Date – the date on which the Purchaser accepts the keys to the completed House Should the purchaser not take the keys within 3 days of final payment, occupation will be deemed the date of final payment.

1.12 Package Price – the combined value of the Property and House (Land Purchase Price + Contract Price) including extras as stated in this agreement.

1.13 Parties – the parties to this agreement.

1.14 Property – the immovable property only as described in this agreement.

1.15 Purchaser – the person(s) or entity as described in the Details Schedule.

1.16 Sales Agent – the person or entity appointed by the Seller as described in the Details Schedule if applicable.

1.17 Seller – the entity as described in the Details Schedule.

2 INTERPRETATION

2.1 In this Agreement:-

2.1.1 Clause headings are for convenience only and are not to be used in its interpretation;

2.1.2 An expression which denotes –

2.1.2.1 Any gender includes the other genders;

2.1.2.2 A natural person includes a juristic person and vice versa; and

2.1.2.3 The singular includes the plural and vice versa.

2.2 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

2.3 Terms other than those defined within this Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the sector in which the parties conduct business will be interpreted in accordance with their generally accepted meanings.

2.4 Reference to "days" shall be construed as calendar days and unless specifically otherwise stated, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

2.6 No provision herein shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have structured, drafted or introduced such provision.

3 RECITALS

3.1 WHEREAS the Seller is the registered owner of the Property; and

INITIALS.....

3.2 WHEREAS the Purchaser is desirous to purchase the Property;

3.3 NOW THEREFORE the Seller sells the Property to the Purchaser, who hereby purchases the Property on the terms and conditions set out in this Agreement.

4 LAND PURCHASE PRICE

4.1 The Land Purchase Price is as stated in this agreement.

4.2 The Land Purchase Price is payable as follows :

4.2.1 the deposit as stated above shall be paid to the Conveyancer within 7 (seven) days from date of this agreement; and

4.2.2 the Purchaser (or the Bond Attorney, on the Purchaser's behalf) must deliver guarantees in a form acceptable to the Seller or Conveyancer for the balance of the Land Purchase price within 21 (twenty one) days after fulfilment of the suspensive condition in clause 5.1.1. and such guarantees shall be payable against registration of transfer in the name of the Purchaser

4.3 All deposits will be paid to the Conveyancer and held in trust pending registration of the Property. The Purchaser hereby authorises and instructs the Conveyancer to invest the said deposit(s) for the benefit of the Purchaser in accordance with the provisions of section 86(4) of the Legal Practice Act 28 of 2014. The Purchaser hereby acknowledges that prior to the deposit being invested in an interest bearing trust account by the Conveyancer, the Purchaser is obliged to comply with the requirements of the Finance Intelligence Centre Act and to provide copies of certain documentation to the Conveyancer. Failure to comply with the Conveyancer's requests for the provision of the aforesaid documentation will result in the amounts deposited into the trust account not being invested and not earning interest.

4.4 If any portion of the Land Purchase Price is payable in cash more than 10 (ten) working days after conclusion of this Agreement, the Purchaser shall deliver proof of funds within 3 (three) working days of written request thereto.

5 SUSPENSIVE AND RESOLUTIVE CONDITIONS

5.1 This Agreement is subject to fulfilment of the suspensive condition that :-

5.1.1 the Purchaser obtains a Housing Loan for the Balance (Housing Loan Required) from a financial institution; and

5.1.2 The resolutive condition that the Building Agreement is concluded simultaneously with this Agreement. Should this Agreement not proceed the Building Agreement will not proceed and vice versa.

5.2 In the event that the condition in clause 5.1.1 is not fulfilled within 30 (thirty) days from date of this Agreement, and the condition in clause 5.1.2 is not fulfilled within 5 (five) days from date of this Agreement, this Agreement shall automatically become null and void and the Parties shall have no rights or obligations against each other, including the payment of commission to the Sales Agent, provided that clause 4.2.1 is not subject to any suspensive or resolutive condition, thus comes into working of signature hereof and survives any lapsing of this Agreement. If the Purchaser's loan is not approved before the loan fulfilment date, the Seller will have the right to unilaterally postpone the fulfilment date by giving written notice to the Purchaser before the fulfilment date.

5.3 If the Purchaser obtains a Housing Loan for a lesser amount than required, but wishes to proceed with the transaction, he/she has the right to waive the relevant suspensive condition unilaterally, in full or in part, by giving written notice to the Seller before the fulfilment date. It will then be deemed that the Purchaser has fulfilled this suspensive condition. The shortfall is due immediately on demand and payable to the Conveyancer as an additional deposit.

5.4 By virtue of the purchase of the Property by the Purchaser, the **Purchaser shall automatically on registration of transfer become a member of the Homeowners' Association within the meaning of and subject to the conditions set out in the Homeowners' Association's memorandum of incorporation and undertakes that it and all persons deriving use of the Property or any part thereof through him/her/them will, from Occupation Date, duly comply with all the obligations as set out in the memorandum of incorporation and pay a monthly levy to the Homeowners' Association for the maintenance and upkeep of boundary wall and the provision of security and so forth; the amount of which is to be determined from time to time by the directors of the Homeowners' Association and is estimated to be R900 per month**. (The above is intended merely as a general description of the rights and obligations of a member of the Homeowners' Association, the details of which will be more fully dealt within the memorandum of incorporation of the Homeowners' Association).

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5.5 Transfer of the Property may not be registered in the Deeds Office unless a valid Clearance Certificate is issued by the Homeowners' Association wherein it is certified that the levies for the Property are fully paid to date, or that satisfactory provision has been made for payment of arrear levies.

6 TRANSFER

Transfer of the Property shall be effected by the Conveyancers only as soon as possible after the Purchaser has fulfilled all obligations in terms of this Agreement and the Building Agreement's finance condition.

7 IMPROVEMENTS PRIOR TO TRANSFER

Prior to the date of transfer, the Purchaser shall not be entitled to erect any building or other structure on the Property whether or not such building or other structure is of a permanent nature, nor will the Purchaser be entitled to dig foundations or otherwise prepare the Property for building.

8 AGENT'S COMISSION (if applicable)

8.1 The parties confirm that the Sales Agent is the only, effective and decisive cause of this transaction. **The Purchaser furthermore warrants that the Purchaser has not been introduced to the Seller or the property by any other agency/agent other than the agency/agent as named in the Details Schedule. Should a dispute arise between agencies regarding the effective cause of sale then the Purchaser shall be liable for payment of any additional commission claimed by an agency.**

8.2 If applicable, the Contractor undertakes to pay the Sales Agent commission in respect of this sale as per the agent's mandate.

8.3 Should the sale be cancelled in terms of an agreement between the Seller and the Purchaser, the Purchaser shall be liable to pay the Sales Agent's commission. Should the sale be cancelled for a reason other than the suspensive conditions not being fulfilled, the Purchaser shall be liable to pay the Sales Agent's commission.

8.4 If the Purchaser refuses to give his/her co-operation, alternatively frustrates the loan approval even after written notice requesting the contrary, it will be deemed that the Purchaser has repudiated his/her contractual obligation. This will be construed as a breach of contract by the Purchaser and he/she will be liable for damages, inter alia, to pay the Sales Agent's commission which will be due and payable on demand.

9 POSSESSION AND OCCUPATION

9.1 Subject to the Purchaser having complied with all the obligations incumbent on him/her, possession of the Property shall be given to the Purchaser on date of registration of transfer. Occupation, and key handover, shall be given to the Purchaser within 2 (two) days from receiving full and final payment. Should the purchaser not take the keys within 3 days of final payment, occupation will be deemed the date of final payment.

9.2 If, for whatever reason, the Purchaser has taken possession of the Property prior to transfer thereof into the name of the Purchaser, then the Purchaser shall become liable to pay occupational interest at the rate equivalent to 1% (one percent) of the full Land Purchase Price per month, commencing on the date from which possession has taken place.

9.3 Should the Purchaser fail to take possession and occupation of the Property after having signed the letter of completion of the House clause 9.2 above remains applicable and occupation interest at the rate of 1% will be payable.

10 RISK

The parties agree that the risk attached to the Property shall pass to the Purchaser on registration of transfer. The Purchaser shall, if he/she or the financial institution financing him/her considers it necessary, insure the Property from such date.

11 EXISTING CONDITIONS

11.1 This sale is subject to the conditions and servitudes set out in the present title deed of the Property. In the event of the description and extent of the Property herein being different from that in the title deed or general plan concerned, the description and extent in such title deed or general plan shall be considered as incorporated herein.

11.2 This sale is further subject to the conditions imposed by the relevant local authority as contained in conditions of establishment and conditions of subdivision as well as the rules of the Homeowners' Association. The Purchaser consents to the registration of any servitudes required by the Local Authority or Seller and will sign the necessary documents for registration of such servitude, on presentation thereof.

11.3 The Seller is not compelled to point out the beacons of the Property.

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12 CPA, VOETSTOOTS AND POPIA

12.1 The Seller does not furnish any explicit guarantees in regard to the Property, and the Purchaser accepts the Property in the condition as on signature of this Agreement.

12.2 In the event that the Consumer Protection Act 68 of 2008 does not apply to the transaction between the parties it is hereby recorded that the Property is sold 'voetstoots' to the Purchaser.

12.3 The Purchaser will, on signature of this offer, complete and provide the personal information requested in the details schedule. The parties will also on request, immediately provide all information and documentation (in terms of FICA, other legislation or otherwise required) to the relevant service provider as set out below:

12.3.1 All information provided in the Agreement, its annexures and addendums or otherwise, is protected in terms of POPIA and will only be used for purposes of effecting this transaction and will not be shared with any other party to the Agreement or any third party except for the purposes set out below. The parties are hereby notified and/or consent that the external value chain (agent, bank, bond originator, transferring-, bond- and bond cancellation attorneys, municipality, SARS, body corporate and homeowners' association and other suppliers should it be required) can process (e.g. obtain, record, exchange, store, and delete) all information, data and documentation required to effect the sale, transfer and financing of this Property as necessitated by law or reasonably required. This specifically includes, but is not limited to, personal and financial information required to establish availability of funds, qualification for a mortgage loan, which may relate to the income, creditworthiness, affordability, and tax compliant status of the Purchaser as well as the status of any preceding transactions which may fund this transaction.

12.3.2 The parties have the right to request that any personal information, other than that documentation/information which is legally required to be held by any entity in the external value chain, be corrected or destroyed.

12.3.3 The parties to this Agreement specifically authorise and consent thereto that the Conveyancer and Bond Attorney may disclose such relevant information as is required by either party's litigation attorney except in as far as the disclosure of information is not prohibited by legislation.

13 ENTIRE AGREEMENT

13.1 The Seller is not bound by nor liable for any representations other than those contained in this Agreement.

13.2 No indulgence or grace on the part of the Seller shall alter the terms of this Agreement or affect the Seller's rights hereunder.

13.3 The Purchaser acknowledges that he has acquainted himself with all relevant facts that may have influenced the conclusion of this Agreement.

13.4 No cancellation or amendment of the conditions of this Agreement shall be valid unless it is reduced to writing and signed by all parties. This does not include failure to comply with the suspensive and resolutive conditions in clause 5.

13.5 This Agreement in conjunction with the relevant Building Agreement and Annexures contain the entire Agreement between the parties.

14 SEVERAL CONTRACTING PARTIES

Should there be more than one Purchaser, the Purchasers shall be liable jointly and severally for the proper compliance with all terms of this Agreement.

15 CANCELLATION CLAUSE

15.1 In the event of cancellation for whatever reason the Seller shall immediately be entitled to resume possession of the Property and to eject from the Property the Purchaser and/or all persons occupying through him. If the Agreement is cancelled due to the Purchaser's breach of contract the Conveyancer is irrevocably authorised and instructed to withhold and appropriate the deposit or any amounts paid towards disbursements and/or fees held in either the Conveyancer or Bond Attorney's trust account as a penalty, subject to 15.2 below.

15.2 The amount that can be retained as well as the amount which becomes due and payable to the Seller as liquidated damages resulting from the Purchaser's breach (as limited by the Conventional Penalties Act 15 of 1962) is limited to 15% of the Land Purchase Price plus agent's commission. This does not deprive the Seller of his/her right to institute action against the Purchaser for any further damages or payment claimed in respect of interest. In the event of the Seller instituting action against the Purchaser, including demands, the Seller shall be entitled to claim costs on an attorney and client basis and collection commission of 10% (ten percent) of the amount claimed (if any amount is claimed) from the Purchaser.

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15.3 The Seller may at any point cancel this Agreement if there is a clear and obvious error regarding the Purchase Price, or if the Purchase Price does not correspond to those in the relevant Schedules and Annexure(s).

16 BREACH, FORCE MAJEURE AND JURISDICTION

16.1 The parties hereby consent to the jurisdiction of the Magistrate's court, which court shall have jurisdiction over all parties involved in the negotiation of this Agreement, irrespective of the fact that the amount in dispute might exceed the court's jurisdiction.

16.2 If the Purchaser fails to remedy any breach of the terms hereof within 7 (seven) days from date of receiving a notice requesting him/her (or the entity represented) to rectify the breach, the Seller shall be entitled in its sole discretion and without any prejudice to any of its rights, to cancel this Agreement in writing and claim damages and the penalty amount as set out in 15.2. The Seller may immediately re-possess the Property and retain all funds already paid in respect of this transfer.

16.3 Neither party shall be considered to be in breach of this Agreement if performance of any obligation is prevented by a force majeure that arises after signature of the Agreement.

16.4 In the event of the Purchaser causing a delay in the transfer of the property or if any amounts are due and payable to the Contractor in terms of the Building Agreement or any amounts are due and payable to the Seller, the Purchaser shall be liable for payment of additional interest on the Package Price at the rate of 5.5% (five comma five percent) per annum above the prime lending rate as determined from time to time, from the date of notice by the Conveyancer of such delay until date of remedy of the delay.

17 NOTICES AND DOMICILIA

17.1 Each Party chooses as his/her *domicilium citandi et executandi*, the addresses as stipulated in the Details Schedule. These addresses will be used to effectively deliver and serve all notices and legal process in relation to this Agreement or any action arising there from.

17.2 The Parties consent that the email addresses may be used as an additional *domicilium* address to serve and deliver notices. The email delivery report will be sufficient proof that the notice was sent.

17.3 Either party shall be entitled to vary their *domicilium* provided:

17.3.1 notice as envisaged in this Agreement is given to the other party; and

17.3.2 such changed *domicilium* will only become effective once such notice has actually been received by the other party; and

17.3.3 such changed *domicilium* shall:-

17.3.3.1 be within the municipal areas of Gauteng; and

17.3.3.2 shall not be a poste restante nor a plot number, but must be an easily ascertainable physical address.

17.4 There is an irrefutable presumption that the addressee is informed of the contents of the notice if it is:-

17.4.1 delivered by hand on the date of delivery.

17.4.2 emailed on the day the email delivery report certifies that it was sent.

17.5 Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

18 GENERAL

18.1 Until the full Land Purchase Price, interest and all moneys payable in terms hereof have been paid, the Purchaser shall not be entitled in any way to alienate, pledge, cede or deal with his rights and interest under this Agreement, to re-sell or to let the Property or any part thereof without the prior written consent of the Seller having been obtained.

18.2 The Purchaser acknowledges that he/she is aware of his/her rights in terms of Section 29A of the Alienation of Land Act, 1981 (Act 68/1981) to either revoke this offer or to terminate this Agreement within 5 (five) days of signature as defined in the Act.

18.3 The Purchaser acknowledges that the Seller shall, until such time as all suspensive conditions have been fulfilled, be entitled to continue to market the Property through the Sales Agents and may accept other offers through the Sales Agents in respect of the Property. The Seller shall be obliged to proceed with the first offer received in respect of the Property on which the Conveyancer has received written notice that a final loan approval has been granted and accepted by the Purchaser, and all suspensive conditions have been fulfilled.

19 CORPORATE MEASURES

INITIALS.....



19.1 The signatory hereto acting as a representative of a company or close corporation (hereafter a 'legal entity') or trust, guarantees by signing this Agreement that he/she is duly authorised (as set out hereunder), to enter into this Agreement as well as any annexures, addendums and the commission Agreement hereto:-

19.1.1 In the case of a company or a close corporation:

19.1.1.1 By directors resolution before the signing by the representative; or

19.1.1.2 In the case of a trust, by trustee resolution before the signing by the representative.

19.2 In the case of non-compliance with the conditions set out herein, or if the necessary authorisation has not/cannot be obtained from the legal entity or trust, the signatory hereby binds him-/herself personally as surety and co-principal debtor jointly and severally for the proper fulfilment by the legal entity or trust of all its obligations in terms of this Agreement.

19.3 The various parties shall immediately, upon request, provide the Conveyancer and/or Bond Attorney with all documents including, but not limited to resolutions, ratifications, founding documents, shareholders agreements and any cooperation agreements. The Parties confirm that all documents supplied are correct, registered (if applicable) and the most recent documents.

19.4 The signatory declares that:

19.4.1 this Agreement is not inconsistent with any section of the Companies Act 71 of 2008, the Close Corporations Act 69 of 1984, the Trust Property Control Act 57 of 1988 or any other relevant legislation (whichever is applicable);

19.4.2 this Agreement is not inconsistent with any of the objectives of any memorandum of incorporation, shareholders Agreement, cooperation Agreement, trust deed or constitution of the company, close corporation, trust or other institution (whichever is applicable);

19.4.3 all necessary steps have been taken and that this transaction in particular is authorised without limitation by the directors, members or trustees (depending on the case). The signatory also declares that he/she is indeed acting within his/her rights and the scope of the authorisation and the objectives and mandate of the legal entity or trust.

20 COSTS

20.1 The Seller shall be responsible to pay, to the Attorneys instructed to effect the transfer, all costs of transfer and all costs directly or indirectly occasioned by the transfer of the Property into the Purchaser's name. The Seller further agrees to pay the bond costs should the Conveyancer attend to the bond registration. The restriction of the service provider is advantageous to the Purchasers as the Conveyancer will be able to attend to the transactions at a concession rate. The costs referred to above shall be payable on demand to the Conveyancers.

20.2 The Purchaser shall be liable for all the financial institutions' valuation and administrative fees.

21 SIGNATURE

Signed on behalf of the Parties as set out, each signatory warranting that he or she has due authority to do so.

SIGNED BY THE PURCHASER(S) AT ..... ON DD / MM / 20 YY

....

PURCHASER 1 PURCHASER 2

SIGNED BY THE SELLER AT ..... ON DD / MM / 20 YY

.....

SELLER

SIGNED BY THE CONTRACTOR AT ..... ON DD / MM / 20 YY

.....

CONTRATOR

INITIALS.....

BUILDING AGREEMENT

ENTERED INTO BY AND BETWEEN

JUMBO BUILDING (PTY) LTD
Company Reg. No. 2009/006535/07

VAT No. 4520175888

Represented by _____ duly authorised thereto

(hereinafter referred to as "the Contractor")

AND

Stand Number: .....

PURCHASER 1: .....(full names)

IDENTITY NUMBER: .....

PURCHASER 2: .....(full names)

IDENTITY NUMBER: .....

(hereinafter referred to as "the Purchaser(s)")

WHEREBY THE PARTIES AGREE AS FOLLOWS:

The following list of accompanying documents are incorporated into this Building Agreement where applicable:-

Deed of Sale (Offer to Purchase)

A: Details Schedule (included in Deed of Sale) – records the relevant details and other transaction-specific information.

B: Pricing Schedule (included in Deed of Sale) – sets out the purchase price of the Property and House.

C: General Documentation – provides additional information, instructions, confirmations and important terms relating to the sale and Building Agreement.

D: Specifications and Finishes – details the agreed building specifications, fittings and finishes.

E: House Plan - shows the layout, dimensions and design of the house to be constructed.

F: Site Plan Indicating Stand - identifies the stand's location, boundaries and position within the development.

1 DEFINITIONS

In this Building Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 Additional Period – the additional period to which the contractor is entitled in terms of this Building Agreement to complete the Works.
1.2 Agreement – a written and signed Deed of Sale to be concluded between the Purchaser and the Seller and required to accompany this Building Agreement in respect of the purchase of the Property.
1.3 Bond Attorney – the attorney responsible for registering the bond over the Property in favour of the institution financing the purchase.
1.4 Building Agreement – This contract which is to be concluded with the Contractor and whereby the words "clause(s)" and "annexure(s)" refer to clauses and annexures to this contract.
1.5 Deposit – the cash deposit as described in the Details Schedule.
1.6 Contract Price – the value of this Building Agreement as described in the Details Schedule.
1.7 Contractor – the building contractor as described in the Details Schedule.
1.8 Conveyancer – the attorney appointed by the Seller to attend to the transfer of the Property as described in the Details Schedule.

INITIALS .....

1.9 Defects or Defective Work – a fault or insufficiency of materials or workmanship not being in accordance with this agreement which has been notified by the Purchaser to the Contractor, provided hairline cracks due to shrinkage or expansion and expected damage associated with ground movements as defined in the National Home Builders Registration Council's (*NHBRC*) Home Building Manual which appear after Practical Completion shall not constitute a Defect.

1.10 House – the improvements to be built on the Property by the Contractor as described in this Building Agreement.

1.11 Housing Loan – the loan which the Purchaser has to apply for and to be granted by the Lender.

1.12 Land Purchase Price – the price as stated in the Deed of Sale.

1.13 Lender – the financial institution who grants the housing loan to finance the Package Price.

1.14 Occupation and Occupation Date – the date when the Purchaser accepts the keys to the completed House, or the date of final payment should the Purchaser not accept the keys within three (3) days of final payment. For the purposes of warranties under 9.11, Occupation is deemed the date on the occupation certificate, unless extended by the Contractor.

1.15 Package Price – the combined value of the Property and House (Land Purchase Price + Contract Price) including extras as stated in the Deed of Sale.

1.16 Parties – the parties to this agreement.

1.17 Practical Completion – the time at which the Works are substantially complete and in the event of a dispute, a certificate of practical completion issued by the Contractor's nominated architect who in this context shall be acting as an expert at common law, shall be binding on the Parties.

1.18 Project Account – an account to be nominated by the Contractor.

1.19 Property – the immovable property only as described in the Deed of Sale.

1.20 Purchaser – the person(s) or entity as described in the Details Schedule and above.

1.21 Sales Agent – the person or entity appointed by the Seller as described in the Details Schedule.

1.22 Seller – the entity as described in the Details Schedule and above.

1.23 Signature Date – the date of signature of this Building Agreement by the Party last signing.

1.24 Works – the building or construction of the house, including any and all ancillary improvements on the property.

2 INTERPRETATION

2.1 In this agreement:-

2.1.1 Clause headings are for convenience only and are not to be used in its interpretation;

2.1.2 An expression which denotes –

2.1.2.1 Any gender includes the other genders;

2.1.2.2 A natural person includes a juristic person and vice versa; and

2.1.2.3 The singular includes the plural and vice versa.

2.2 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this agreement.

2.3 Terms other than those defined within this Building Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the sector in which the parties conduct business will be interpreted in accordance with their generally accepted meanings.

2.4 Reference to "days" shall be construed as calendar days and unless specifically otherwise stated, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

2.6 No provision herein shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have structured, drafted or introduced such provision.

3 RECITALS

3.1 WHEREAS the Purchaser has concluded the Deed of Sale and is in the process of taking transfer of the Property; and

3.2 WHEREAS the Deed of Sale is conditional upon inter alia, the conclusion of this Building Agreement; and

3.3 WHEREAS in concluding the Deed of Sale the Purchaser is to apply for a Housing Loan sufficient to enable him to acquire the Property and effect the Works by way of one interlinked and indivisible transaction;

3.4 NOW THEREFORE the Purchaser appoints the Contractor to execute and complete the Works in accordance with the plans, specifications and schedules in the Annexures hereto, and the Contractor hereby accepts the appointment subject to the terms and conditions set out in this Building Agreement.

4 SUSPENSIVE AND RESOLUTIVE CONDITIONS

4.1 This Building Agreement is conditional upon the Purchaser procuring and registering the Housing Loan to enable it to fund (via the grantor of the Housing Loan) the timeous payment of the Contract Price as set out in the Deed of Sale and the Building Agreement.

INITIALS.....

4.2 It shall be the Purchaser's obligation to procure the fulfilment of the condition precedent and to notify the Contractor thereof in writing but to the extent that the Contractor assists the Purchaser, it does so without assuming any onus or obligation and shall be entitled, with impunity, to cease such assistance in all and any circumstances.

4.3 This Building Agreement is subject to the resolutive condition that a Deed of Sale is concluded simultaneously with this agreement. Should the Deed of Sale not proceed and the Purchaser not take ownership of the Property the Building Agreement will not proceed and vice versa.

5 CONTRACT PRICE

5.1 The Contract Price is the sum referred to in the Detail Schedule and all amounts due by the Purchaser, or the Purchaser's agent namely the grantor of the Housing Loan, shall be paid into the Project Account for the benefit of the Contractor. In the event that the standard rate of VAT changes from the existing 15% (fifteen percent), the Contract Price and other amounts as may be payable pursuant to this agreement shall automatically be increased or decreased, as the case may be.

5.2 Whilst the Parties do not anticipate the Contract Price varying, should same vary, then any additional amount payable by the Purchaser to the Contractor (over and above the Contract Price) shall be paid within 7 days of demand.

5.3 The Contractor will not be liable for any error in quotation documents, typing or writing errors in pricing schedules or any other calculation error or omission that may result from an administrative error or omission. The Contractor or its agent will advise the Purchaser of any error upon it being found that the calculation of the building or Contract Price contains a calculation error or omission. If the error or omission materially alters the Contract Price then the Purchaser may cancel this agreement without penalty or consequences and the Purchaser will not be required to proceed with this agreement.

6 PAYMENT OF THE CONTRACT PRICE

6.1 The Contractor shall be entitled to receive progress draws from the Lender in accordance with clause 10 below. If the Contract Price is payable in cash, it will be paid into the Conveyancers trust account within 30 days from the Contractor's date of signature of this agreement and progress daws will be paid by the Conveyancer to the Contractor.

6.2 The Purchaser undertakes to sign on demand by the Contractor the necessary requests for payment draws and other documents that the Lender or Conveyancer may require for the purposes of making payment to the Contractor.

6.3 Should the Purchaser fail within 3 (three) days of being called upon to execute such payment draws, the Contractor shall be entitled to do so as the Purchaser's agent and present same to the Lender or Conveyancer for payment.

7 CERTIFICATE ISSUED BY THE CONTRACTOR

7.1 A certificate under the signature of the Contractor (the appointment or qualification or authority of such person signing on behalf of the Contractor need not be proved) as to the amount due and/or owing by the Purchaser to the Contractor at any time subsequent to date of signature hereof, and the due date for the payment of such amount, and/or the extent of the Purchaser obligations hereunder, and/or the computation of the amount due and/or owing by the Purchaser, shall be:-

7.1.1 binding on the Purchaser and prima facie proof of the amount of the Purchaser indebtedness hereunder; and

7.1.2 valid and enforceable as a liquid document against the Purchaser for the purpose of obtaining provisional sentence or Judgment against the Purchaser.

8 OCCUPATION

Occupation shall be given to the Purchaser on the Occupation Date provided that the Contract Price and all other amounts due have been paid in full.

9 CONTRACTOR'S OBLIGATIONS

The Contractor's obligations shall be limited only to the below-mentioned matters:-

9.1 provide all of the necessary materials, labour, goods and equipment necessary to execute the Works, including water and electricity. All materials brought on site remain the exclusive property of the Contractor until paid for in full and affixed to the Works;

9.2 complete and hand over the Works on the Occupation Date (subject to clause 8);

9.3 provide adequate supervision and management of the Works;

9.4 prepare the final account in terms of clause 17;

9.5 provide the Lender upon request with a waiver of its lien, in a form and on conditions required by the Lender;

9.6 comply with all statutes, regulations and bylaws of local or other authorities having jurisdiction regarding the execution of the Works;

9.7 pay all fees of the relevant authorities in respect of the approval of the plans and drawings;

9.8 where the Contractor is not liable for damage to or physical loss of the Works, the cost of repairing such damage or making good such loss shall be treated as a variation to the Building Agreement.

INITIALS.....

9.9 the Contractor shall not commence construction before the National Home Builders Registration Council has issued an enrolment certificate for the House.

9.10 the Contractor is not obliged to make or commence with any variations to the works unless such variation and the cost thereof is agreed in writing by the parties. The Contractor may, in its discretion, require payment of the variation before the variation will be effected, alternatively the cost of the variation will be added to the final account as set out in clause 17.

9.11 in accordance with the Housing Consumer's Protection Measures Act (Act 95 of 1998);

9.11.1 rectify non-compliance with or deviation from the terms, plans and specifications of the Building Agreement or any deficiency related to design, workmanship or material notified to the Contractor by the Purchaser within a period of three months from Occupation;

9.11.2 repair roof leaks attributable to workmanship, design or materials occurring and notified to the Contractor by the Purchaser within a period of twelve months from Occupation;

9.11.3 rectify major structural defects in the home caused by non-compliance with the NHBRC Technical Requirements notified to the Contractor by the Purchaser within a period of five years from Occupation;

10 INSPECTIONS AND PAYMENTS DURING THE BUILDING PERIOD

10.1 The Parties agree that the Contractor is entitled to receive at least 3 (three) building progress payments during the construction period.

10.2 The Purchaser undertakes to carry out an inspection of the building progress within 3 (three) days of receiving a request from the Contractor.

10.3 The Purchaser is to provide the Contractor with a signed building progress payment request form within 3 (three) days of being requested to do so. The percentage of completion will be calculated by the Contractor or the Lender, whichever is applicable.

10.4 The Purchaser agrees that, having signed the building progress payment request form, to give consent to the Lender to pay the building progress payment if the Lender requests this additional consent. The Purchaser further undertakes to ensure that he is available to be contacted by the Lender for this purpose.

11 ACCEPTANCE OF HOUSE

11.1 Upon completion of the House construction, the Contractor shall advise the Purchaser that the House has been completed. The Contractor shall call upon the Purchaser to attend an inspection of the completed House and signing of the letter of completion and final payment forms within 3 (three) days of receiving the request and should the purchaser fail to do so then the House will be regarded as complete with no incomplete or Defective Work.

11.2 If the Purchaser agrees that the House has been completed satisfactorily, the Purchaser shall sign the letter of completion and final payment forms and the Contractor shall submit these to the Lender in order to receive the final payment for the building.

11.3 If the Purchaser is not satisfied with any aspect pertaining to the House construction, the Purchaser shall:-

11.3.1 Negotiate and record in writing with the Contractor a list of items which are required to be repaired and/or corrected, which the Contractor shall be obliged to correct within a reasonable period. Provided the listed items have been satisfactorily attended to, the Purchaser shall re-inspect the house and sign the letter of completion and final payment forms within 3 (three) days of receiving the request for re-inspection from the Contractor.

11.3.2 if the Purchaser refuses to accept the House, or refuses to sign the letter of completion and final payment forms after the listed Defective Works have been corrected, or fails to attend for inspection purposes after having received 7 (seven) days written notice to do so, then the Purchaser will be in default and the terms and conditions of clause 20 shall apply.

11.4 It is a specific term of this Building Agreement that the Purchaser shall not, after having signed the letter of completion and/or having taken Occupation of the Property, instruct the Lender to hold back and not pay the Contractor any amounts outstanding and payable to the Contractor in terms of this agreement and any attempt to do so shall immediately entitle the Contractor to claim the amounts outstanding direct from the Purchaser, together with penalty interest calculated on the outstanding amounts as from the date upon which such amounts have become due, at a rate of 3% (three percent) above the interest charged by the Lender on the Purchaser's Loan.

12 PURCHASER'S OBLIGATIONS

12.1 The Purchaser shall:-

12.1.1 give the Contractor undisturbed and complete possession of the property on the date of registration and shall not require the Contractor to give up possession for as long as any portion of the Package Price remains unpaid or the works remain uncompleted;

12.1.2 make payments due to the Contractor as set out in clauses 6 and 10;

12.1.3 not authorise any progress payments against the Housing Loan other than progress payments in favour of the Project Account;

12.1.4 not issue instructions to, interfere with, hinder or obstruct the Contractor's employees and/or other persons employed or acting on behalf of the Contractor;

INITIALS.....

12.1.5 sign any documentation that the Contractor may reasonably require on demand;
12.1.6 not do any act, matter or thing which may in any way compromise or prejudice the Contractor's ability to timeously perform its obligations in terms of this Building Agreement;
12.1.7 provide the Contractor with reasonable access to the Property and Works at all times to enable the Contractor to fulfil its obligations in terms of this Building Agreement including any Defective Work. Should the Contractor not be given reasonable access then all Works and/or Defective Works shall be regarded as complete.

12.2 Should the works be delayed through any fault of the Purchaser or those for whom he is responsible, the Contractor shall be entitled to recover any direct loss or expense incurred by such delay.

12.3 The Contractor shall not be responsible for any damage or loss caused by wear and tear, misuse, neglect, negligence, or accident unless caused by the Contractor or those for whom he is responsible.

12.4 The Contractor shall not be responsible for damage or Defects caused by alterations, additions, or renovations which the Purchaser effects to the House.

13 RISK AND INSURANCE

13.1 The Contractor shall be at risk for loss of, or damage to the Works and to its equipment, material or vehicles, prior to the Occupation Date.

13.2 The Contractor shall further take out insurance in respect of its employees as is required by law.

14 EXCLUSION OF LIABILITY ATTACHING TO THE CONTRACTOR

The Contractor shall not be liable for damage or physical loss of the Works where this results from any of the following circumstances, and the Purchaser hereby indemnifies the Contractor in such circumstances:-

14.1 civil commotion, riot, strike, lockout or disorder by persons other than the Contractor's employees or his sub-contractors;

14.2 confiscation or requisition by any public or local authority;

14.3 the use or occupation of any part of the Works by the Purchaser, the Purchaser's servants and agents, or those for whose acts or omissions they are responsible;

14.4 an act or omission by others engaged by the Purchaser and those for whose acts or commissions they are responsible;

14.5 design of the Works by any person.

15 **CONSTRUCTION PERIOD**

15.1 The Contractor will complete the erection of the said works within 8 (eight) months from the date that all of the conditions described in clause 6, 10 and 12 above are fulfilled and this period may be extended by written notice from the Contractor.

15.2 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.

16 EXTENSION OF CONSTRUCTION PERIOD

16.1 The Contractor will be entitled to a reasonable Additional Period of construction if a delay is caused as a result of:-

16.1.1 Strikes, riots, lockouts or stayaways (whether lawful or unlawful);
16.1.2 damage to the works as a result of a cause for which the Contractor is not responsible;
16.1.3 inclement weather conditions;
16.1.4 additional work or amendments;
16.1.5 force majeure;
16.1.6 shortage in building material;
16.1.7 any act or omission by the Purchaser or its agent or the Lender;
16.1.8 any other act or event which has caused the delay and over which the Contractor does not have complete control including COVID-19 restrictions or other pandemics.

16.2 The Contractor shall be entitled, upon a breach by the Purchaser of any of its obligations in terms of this Building Agreement (all of which shall be deemed to be essential obligations) to cease performing its obligations in regard to the Works. Any delays in the completion of the Works occasioned as a result of the matters referred to in this sub-clause shall:-

16.2.1 form part of the Additional Period; and
16.2.2 entitle the Contractor to claim direct and consequential damages arising out of and in connection therewith.

17 FINAL ACCOUNT

The final value of the Works shall be determined by the calculation of omissions and additions to the Contract Price and taking into account variations agreed to. The valuation of such omissions and additions shall be based on the Contractor's usual rates. A final account shall be prepared by the Contractor, to be settled as part of the final payment.

18 ACKNOWLEDGEMENT BY PURCHASER

INITIALS.....

The Purchaser acknowledges that he has acquainted himself with all relevant facts that may have influenced the conclusion of this agreement as well as the terms and conditions of the Agreement, Building Agreement and annexures and understands the content thereof.

19 GENERAL

19.1 Whole Agreement
This Building Agreement in conjunction with the relevant Annexures contains the entire Building Agreement between the parties.

19.2 Prior Arrangements, Agreements, Understandings
This Building Agreement is intended to cancel any prior arrangements, agreements or understandings of any nature whatsoever that may exist between one or more or all of the parties in regard to any aspect, matter or thing referred to herein.

19.3 Notice
Any notice in terms of this Building Agreement shall be in writing.

19.4 Indulgence, Waiver or Abandonment
No indulgence, waiver or relaxation by either party shall constitute a waiver nor an abandonment of any right the other parties may have consequent upon any party's breach.

19.5 Amendment or Cancellation
Any agreement to amend the terms hereof, or the cancellation hereof by mutual consent, shall be of no force or effect unless reduced to writing and signed by all the parties.

19.6 The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of this agreement shall not apply nor shall this agreement be construed in favour of or against any party.

20 BREACH BY THE PARTIES

20.1 Mora notice
Save as may be provided to the contrary in this Building Agreement, should any Party ("the defaulting party") commit a breach of any of the provisions of this Building Agreement, then the other Party/ies ("the aggrieved party/ies") shall be obliged to give the defaulting Party 10 (ten) days written notice to remedy the breach where the aggrieved Party wishes to make an election or to take any steps consequent upon such breach.

20.2 Consequences of failure to remedy breach
If the defaulting Party fails to timeously remedy the breach, the aggrieved Party/ies shall be entitled to make such election, take such steps and institute such proceedings (subject, however, to mediation and arbitration where and if applicable) as are permitted by law and as set out in clause 21 below.

20.3 Remedies not exclusive of other remedies

20.3.1 No remedy conferred by any of the provisions of this Building Agreement is intended to be exclusive of any other remedy available by law, in equity, by statute or otherwise, and each and every other remedy given hereunder or now or hereafter existing by law, in equity, by statute or otherwise.

20.3.2 The election of any Party to pursue one or more such remedy shall not constitute a waiver by such Party of the right to pursue any other available remedy.

20.4 Overriding provision
Notwithstanding any matter referred to above (and the preceding clause in particular), the Purchaser may not cancel this Building Agreement unless the breach is one which goes to the root of this Building Agreement and is one that is incapable of being remedied by the payment of monies.

21 CANCELLATION CLAUSE

21.1 Should the Purchaser fail to:-

21.1.1 comply punctually with any obligations on the due date; or

21.1.2 comply punctually with any other provision of this Building Agreement; and should he remain in default 10 (ten) days after despatch of written notice, by the Contractor or Conveyancer claiming performance of such obligation or provision, the Contractor shall be entitled to:-

21.1.2.1 claim the Contract Price (or the balance thereof) payable in terms of this agreement together with interest thereon at the rate stipulated in clause 11.4 per year as from the date of default, without prejudice to any claim for damages which he may have against the Purchaser, or alternatively,

21.1.2.2 cancel this agreement.

21.2 Should this agreement be cancelled for whatever reason, the Contractor shall be entitled to claim its damages.

21.3 Cancelation fees shall be charged as per the Deed of Sale.

22 NOTICES AND DOMICILIA

22.1 The parties hereto choose as their *domicilium citandi et executandi* as stipulated in the Details Schedule for all purposes under this Building Agreement including, but not limited to the delivery of letters or documents instituting actions or applications.

22.2 The Parties consent that the email addresses may be used as an additional *domicilium* address to serve and deliver notices. The email delivery report will be sufficient proof that the notice was sent.

INITIALS.....

22.3 Either party shall be entitled to vary their *domicilium* provided:
- 22.3.1 notice as envisaged in this agreement is given to the other party; and
- 22.3.2 such changed *domicilium* will only become effective once such notice has actually been received by the other party.; and
- 22.3.3 such changed *domicilium* shall:-
  - 22.3.3.1 be within the municipal areas of Gauteng; and
  - 22.3.3.2 shall not be a poste restante nor a plot number but must be an easily ascertainable physical address.

22.4 There is an irrefutable presumption that the addressee is informed of the contents of the notice if it is:
- 22.4.1 delivered by hand on the date of delivery;
- 22.4.2 e-mailed on the day the email delivery report certifies that it was sent. In the event of cancellation of the agreement, it is specifically agreed that an email notification will be sufficient for purposes of cancellation.

22.5 Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

22.6 Any communication regarding the building of the House must be directed by the Purchaser to the Contractor's office and not to any persons or entities on site. It is hereby note that requests for changes can often not be accommodated, especially after commencement of construction.

23 CESSION AND SUB-CONTRACTORS

23.1 Until the full Contract Price, interest and all moneys payable in terms hereof have been paid, the Purchaser shall not be entitled in any way to alienate, pledge, cede or deal with its rights and interest under this Building Agreement, to re-sell or to let the Property or any part thereof without the prior written consent of the Contractor having been obtained.

23.2 The Contractor may cede or otherwise dispose of his rights and obligations in terms of this Building Agreement at any time and may appoint sub-contractors to execute any part of the Works.

24 JURISDICTION / ARBITRATION

The parties hereby consent to the jurisdiction of the Magistrates Court for any action that may arise out of this agreement where such Magistrate's Court has jurisdiction over the Defendant by virtue of this geographic location irrespective of the fact that the amount in dispute may exceed the court's jurisdiction. The Seller and/or Contractor may, however, in its discretion, refer such dispute to the High Court.

24.1 The Seller and/or Contractor may also, in its own discretion, refer such dispute to arbitration and in this event the following will apply;
- 24.1.1 Any unresolved dispute arising at any time between the Purchaser and the Seller or Contractor in regard to any matter arising out of, or the interpretation of, or the termination or cancellation of the Agreement or this Building Agreement may be referred to the arbitration and final decision of an arbitrator nominated by the parties, or failing agreement, and Arbitrator nominated by the Secretariat of the Arbitration Foundation of South Africa. The award of the arbitrator shall be final and binding on the Parties.
- 24.1.2 The arbitration shall be held in terms of the Arbitration Act 42 of 1965 (as amended), provided however that the arbitrator is expressly authorized to determine the forms and pleadings, discovery and other matters of that nature, the arbitrator shall in his sole discretion determine the procedure to be adopted and shall have regarded in that connection to the need to determine the dispute as expeditiously and cheaply as possible and with resort to as little formality as reasonably practical.

25 SIGNATURE

Signed on behalf of the Parties as set out, each signatory warranting that he or she has due authority to do so.

SIGNED BY THE PURCHASER AT ..... ON DD / MM / 20 YY

....
PURCHASER 1 PURCHASER 2

SIGNED BY THE CONTRACTOR AT ..... ON DD / MM / 20 YY

.....
CONTRACTOR

INITIALS.....

THERESAPARK EXTENSION 69

B: PRICING SCHEDULE

Stand Number:.....

Note: The following descriptions bear the relevant meanings in relation to the Offer to Purchase and the Building Agreement to which this Pricing Schedule is attached and applicable.

While every effort has been made to ensure accuracy, a chosen house plan may not fit on the selected stand. Final confirmation will be done by the architect. If needed, a different stand, house, or minor adjustments may be required.

1. House Price List (Contract Price)

All prices include: NHBRC, VAT, administration and attorney fees, interim interest on bond, water and electricity deposits and connection fees. For the **Price List with Carport** (instead of a garage), the list below indicates the specifications:

Type A – Double Carport, No Garage
Type B – Double Carport, No Garage
Type C – Double Carport, No Garage
Type D – Double Carport, No Garage
Type 1 – Double Carport, No Garage
Type 2 – Double Carport, No Garage
Type 3 – Single Carport, Single Garage
Type 4 – Single Carport, Single Garage
Type 5 – Double Carport, No Garage
Type 6 – Double Carport, No Garage
Type 7 – Not Applicable
Type 8 – Not Applicable

Price List with Double Garage

House Orientation (N/S)	House Type	House Size (m^2)	Contract Price (incl VAT)	Client Selection (X)
N	A	127	R 1,403,000	
S	B	127	R 1,403,000	
N	C	143	R 1,553,000	
S	D	144	R 1,553,000	
N	1	158	R 1,595,000	
S	2	157	R 1,594,000	
N	3	160	R 1,634,000	
S	4	172	R 1,744,000	
N	5	169	R 1,684,000	
S	6	169	R 1,684,000	
N	7	192	R 1,796,000	
S	8	210	R 1,880,000	

Price List with Carport

House Orientation (N/S)	House Type	House Size (m^2)	Contract Price (incl VAT)	Client Selection (X)
N	A	87	R 1,198,000	
S	B	87	R 1,198,000	
N	C	103	R 1,328,000	
S	D	102	R 1,328,000	
N	1	118	R 1,389,000	
S	2	117	R 1,389,000	
N	3	139	R 1,543,000	
S	4	151	R 1,655,000	
N	5	129	R 1,478,000	
S	6	129	R 1,479,000	
N	7	N/A	N/A	N/A
S	8	N/A	N/A	N/A

INITIALS.....

2. Stand Price List (Land Purchase Price)

House Orientation (N/S)	House Types	Stand No.	Stand Size (m²)	Land Purchase Price (incl VAT)	Client Selection (X)
S	B, D, 4, 6, 8	**2511**	305	R549,000	
S	B, D, 4, 6, 8	**2512**	305	R549,000	
S	B, D, 4, 6, 8	**2513**	304	R547,000	
S	B, D, 4, 6, 8	**2514**	304	R547,000	
S	B, D, 4, 6, 8	**2515**	304	R547,000	
S	B, D, 4, 6, 8	**2516**	304	R547,000	
S	B, D, 4, 6, 8	**2517**	304	R547,000	
S	B, D, 4, 6, 8	**2518**	304	R547,000	
S	B, D, 4, 6, 8	**2519**	304	R547,000	
S	B, D, 4, 6, 8	**2520**	304	R547,000	
S	B, D, 4, 6, 8	**2521**	304	R547,000	
S	B, D, 4, 6, 8	**2522**	303	R545,000	
S	B, D, 4, 6, 8	**2523**	303	R545,000	
S	B, D, 4, 6, 8	**2524**	303	R545,000	
S	B, D, 4, 6, 8	**2525**	303	R545,000	
S	B, D, 4, 6, 8	**2526**	303	R545,000	
S	B, D, 4, 6, 8	**2527**	303	R545,000	
S	B, D, 4, 6, 8	**2528**	303	R545,000	
S	B, D, 4, 6, 8	**2529**	303	R545,000	
S	B, D, 4, 6, 8	**2530**	303	R545,000	
S	B, D, 4, 6, 8	**2531**	303	R545,000	
S	B, D, 4, 6, 8	**2532**	303	R545,000	
S	B, D, 4, 6, 8	**2533**	302	R543,000	
S	B, D, 4, 6, 8	**2534**	329	R592,000	
N	A, C, 3, 5, 7	**2540**	296	R533,000	
N	A, C, 3, 5, 7	**2541**	296	R533,000	
N	A, C, 3, 5, 7	**2542**	296	R533,000	
N	A, C, 1, 3, 5, 7	**2543**	331	R596,000	
N	A, C, 3, 5, 7	**2544**	305	R549,000	
N	A, C, 3, 5, 7	**2545**	305	R549,000	
N	A, C, 3, 5, 7	**2546**	305	R549,000	
N	A, C, 3, 5, 7	**2547**	305	R549,000	
N	A, C, 3, 5, 7	**2548**	305	R549,000	
N	A, C, 3, 5, 7	**2549**	305	R549,000	
N	A, C, 3, 5, 7	**2550**	305	R549,000	
N	A, C, 3, 5, 7	**2551**	305	R549,000	
N	A, C, 3, 5, 7	**2552**	305	R549,000	
N	A, C, 3, 5, 7	**2553**	305	R549,000	
N	A, C, 3, 5, 7	**2554**	305	R549,000	
N	A, C, 3, 5, 7	**2555**	305	R549,000	
N	A, C, 3, 5, 7	**2556**	305	R549,000	
N	A, C, 3, 5, 7	**2557**	305	R549,000	
N	A, C, 3, 5, 7	**2558**	305	R549,000	
N	A, C, 3, 5, 7	**2559**	305	R549,000	
N	A, C, 3, 5, 7	**2560**	305	R549,000	
N	3	**2561**	293	R528,000	Show House

House Orientation (N/S)	House Types	Stand No.	Stand Size (m²)	Land Purchase Price (incl VAT)	Client Selection (X)
S	B, D, 4, 8	**2565**	257	R475,000	
S	B, D, 2, 4, 8	**2566**	354	R549,000	
N	A, 3, 7	**2567**	260	R480,000	
N	A, 3, 7	**2568**	260	R480,000	
N	A, C, 1, 3, 7	**2569**	357	R553,000	
S	B, D, 4, 8	**2570**	261	R485,000	
S	B, D, 4, 8	**2571**	262	R485,000	
S	B, D, 2, 4, 8	**2572**	360	R558,000	
N	A, 3, 7	**2573**	264	R490,000	
N	A, 3, 7	**2574**	264	R490,000	
N	A, C, 1, 3, 5, 7	**2575**	363	R562,000	
S	B, D, 4, 8	**2576**	266	R500,000	
S	B, D, 4, 8	**2577**	266	R500,000	
S	B, D, 2, 4, 6, 8	**2578**	366	R567,000	
N	A, 3, 7	**2579**	268	R500,000	
N	A, 3, 7	**2580**	267	R500,000	
N	A, C, 1, 3, 5, 7	**2581**	369	R571,000	
S	B, D, 4, 6, 8	**2582**	270	R500,000	
S	B, D, 4, 6, 8	**2583**	273	R500,000	
S	B, D, 2, 4, 6, 8	**2584**	375	R582,000	
N	A, C, 3, 7	**2585**	274	R500,000	
N	A, C, 3, 7	**2586**	274	R500,000	
N	A, C, 1, 3, 5, 7	**2587**	379	R588,000	
S	B, D, 4, 6, 8	**2588**	277	R500,000	
S	B, D, 4, 6, 8	**2589**	278	R501,000	
S	B, D, 2, 4, 6, 8	**2590**	382	R592,000	
N	A, C, 3, 7	**2591**	278	R501,000	
N	A, C, 3, 7	**2592**	278	R501,000	
N	A, C, 1, 3, 5, 7	**2593**	385	R597,000	
S	B, D, 4, 6, 8	**2594**	282	R508,000	
S	B, D, 4, 6, 8	**2595**	282	R508,000	
S	B, D, 2, 4, 6, 8	**2596**	388	R601,000	
N	A, C, 3, 7	**2597**	282	R508,000	
N	A, C, 3, 7	**2598**	281	R506,000	
N	A, C, 1, 3, 5, 7	**2599**	391	R606,000	
S	B, D, 4, 6, 8	**2600**	286	R514,000	
S	B, D, 4, 6, 8	**2601**	287	R516,000	
S	B, D, 2, 4, 6, 8	**2602**	394	R611,000	
N	A, C, 3, 7	**2603**	286	R514,000	
N	A, C, 3, 7	**2604**	285	R513,000	
N	A, C, 1, 3, 5, 7	**2605**	397	R616,000	
S	B, D, 4, 6, 8	**2606**	291	R524,000	
S	B, D, 2, 4, 6, 8	**2607**	357	R643,000	
N	A, C, 1, 3, 5, 7	**2608**	433	R680,000	
N	A, C, 3, 7	**2609**	287	R516,000	

INITIALS.....

THERESAPARK EXTENSION 69

ANNEXURE C: GENERAL DOCUMENTATION

Stand Number:.....

Note: The following documents and information must be submitted and filled in as set out below. Handwriting should be neat and legible or it may not be accepted. The relevant documents can be found attached or in the named annexures.

1. **Specifications and Finishes** (as labelled Annexure D)
   The Purchaser must read through and sign the specification and finishes.

2. **House Plan** (as labelled Annexure E)
   The Purchaser's selected house plan must be signed and included in the contract document. Only the plan which the Purchaser chooses is required.

3. **Site Plan Indicating Stand** (as labelled Annexure F)
   The Purchaser's chosen stand must be circled and signed next to on the provided General Plan or SDP. House placement on the stand is subject to Building Line relaxation.

4. **List of Important Terms and Information** (Part of this document)
   The Purchaser must read through and understand the terms and information provided.

5. **ID and Marriage Certificates**
   The relevant copies of ID (of both Purchasers) and Marriage certificate (if applicable) must be sent as separate documents.

6. **Home Owners Association (HOA) Memorandum of Incorporation (MOI)**
   MOI can be provided on request.

List of Important Terms and Information

		INITIALS
1.	**The Property** - The Purchaser confirms that they have viewed and inspected the Property and that all restrictions, building lines and servitudes have been explained to them.	
2.	**Building Lines and Servitudes** - Some stands may be bigger than other stands and some may have large building lines or servitudes registered against the stand, which means that no building works may be constructed in the building line or servitude area. The Purchaser hereby confirms that he has studied the location of the stand and is satisfied.	
3.	**Municipal Charges for Rates and Taxes** - As from the date of transfer of the property into the Purchaser's name the Purchaser becomes liable for payment of all monthly Municipal payments and charges.	
4.	**Deposit** - Any Cash Deposit (if applicable) must be paid by the Purchaser directly into the trust account of the Conveyancer. This deposit will only be invested upon a written request by the Purchaser to the Conveyancer and must be accompanied by all the required FICA documentation.	
5.	**Commencement of Building** - Building of the House can only commence after the Development has been fully serviced, the Local Council has issued their acceptance certificate, transfer of the land to the Purchaser has taken place and the building plans and NHBRC enrolments have been approved. Contracts with a turnkey loan will be built before transfer of the Property to the Purchaser. Any communication regarding the building of the House must be directed to the Administration Office and not with the building staff on the building site. Changes to the building can often not be accommodated, especially after commencement of the building.	

INITIALS.....

6.	**Building Progress Payments** - The Purchaser may not instruct the Lender to hold back payment to the Building Contractor after he has signed the building progress draw form authorising the payment.	
7.	**Payment Shortfall** - The Purchaser shall be liable for payment of any shortfall in the final payment from his Lender to the Building Contractor. This may occur where the Lender has deducted the costs or other charges (eg. insurance, admin fees etc., which are normally for the Purchaser's account) from the final payment to the Building Contractor. The Building Contractor will be liable for only the interest charged to the loan account until completion of the building work.	
8.	**Selling the Property** - The Purchaser may not sell or instruct an attorney to attend to transfer the property to any third party until the Building Contractor and the Seller have received their full and final payment in terms of the Contract.	
9.	**Occupation** - Purchasers with a building bond can take occupation shortly after building completion and final payment has been received. The occupation of a house where the Purchaser has obtained a turnkey loan will be delayed approximately 4 weeks after completion to attend to the transfer of the property. The occupation date is the date on which the Purchaser accepts the keys to the completed House Should the purchaser not take the keys within 3 days of final payment, occupation will be deemed the date of final payment.	
10.	**Maintenance Period** - All defects due to deficiency in design, workmanship or materials that may appear after handover of the house (these will be deficiencies which were not addressed in the list provided to the Contractor within 14 days of occupation as per clause 12.1.8 of the Building Agreement) must be reported in writing to the Building Contractor within 3 (three) months of taking handover of the property. Any roof leakages must be reported within 1 year of taking handover of the property and major structural defects within 5 years. Failure to submit a list of defects in writing within 7 days of the expiry of the above warranty periods will result in the Building Contractor not being responsible for attending to any defects.	
11.	**Interim Interest** - Any interest charged on the Purchaser's loan account will be for the account of the Seller / Building Contractor from date of registration of transfer of the stand into the name of the Purchaser until such time as the building work has been completed or an occupation certificate has been issued by the Local Authority, whichever is the earlier. Any interest after the above occurrences will be for the account of the Purchaser.	
12.	**Addresses** - Any change of address, email address, cell phone and telephone numbers should be notified in writing to the Seller/Building Contractor to ensure that any important notices may be delivered correctly.	
13.	**Cancellation or Default** - Defaulting or Cancellation of the contract before transfer of the stand will incur penalties. Once the stand has been transferred to the Purchaser in the Deeds Office the contract cannot be cancelled. The procedure to "reverse" the transfer would be very lengthy and costly.	
14.	**Levies and Homeowners' Association** - Where the property is in an enclosed group housing scheme, the Purchaser will be responsible for the payment of levies from the date of registration of the property into the Purchaser's name, even if the house is not ready for occupation at that stage. Such schemes have a Memorandum of Incorporation reflecting the terms of the Association and these can be made available to any Purchaser on request.	

PURCHASER 1 ..... PURCHASER 2 .....

SALES REPRESENTATIVE .....

INITIALS .....

THERESAPARK EXTENSION 69

D: SPECIFICATIONS AND FINISHES

Stand Number:.....

This document provides the specifications. Houses will be constructed to comply with the requirements of the National Building Regulations (NBR), SANS, the NHBRC and relevant by-laws of the Local Authority. Materials used will be SABS approved.

External (general)

Paving:	Bevelled pavers to aprons & interlockers to driveways – colour per Developer's choice.
Outside Walls:	As per Architect's drawings – light grey with dark grey accent.
Lawn:	Lawn supplied to the erf. Excludes topsoil.
Windows:	Charcoal aluminium top hung window frames with glazing. Obscure glazing to the bathroom windows.
Washing Line:	Wall mounted wash line.
Outside Taps:	One per unit - as per plan.
Boundary Wall:	2.4m high perimeter wall around the development.
Garden Wall:	1,8m high garden wall per Developer's design with one pedestrian garden gate per unit.
Roof:	Roof trusses with grey double roman concrete roof tiles and under tile roof insulation.
Light Fittings:	Suitable external light fittings.
Gutters & Facia Boards:	Facia boards with gutters as per plan.
Built in Braai:	Black built in wood braai.
Plug Points:	Plug points as per plan.
Geyser:	1 x 200L solar geyser.

Internal (applicable unless otherwise stated)

Floor:	600x600mm Floor tile – Purchaser's choice from Developer's options.
Skirting:	Tiled skirting to match floor tile.
Ceilings:	Painted ceiling with Bishoff strips and if applicable painted underside of concrete slab, with a decorative cornice.
Walls:	Smooth plaster and dove grey or similar colour paint.
Doors:	External: Varnished horizontally slatted Entrance & Kitchen door in a varnished timber door frame with a 3 lever lock with a brushed steel handle set. Internal: White horizontally slatted door in a varnished clear timber frame, hollow core decorative type door with a 2 lever lock with a brushed steel handle set.
Light fittings:	LED white down lighters or 3 tier spotlights where required.
Plugs:	Plug points as per plan.

Lounge/Dining Room

Door:	Charcoal aluminium stacker door with glass inserts and necessary ironmongery as per plan.
TV Point:	1 x Blank TV point (piping and socket only) – as per plan.
Feature wall:	Purchaser's choice from developer's options – as per plan.

Kitchen

Walls:	Splashback wall tiling above kitchen cupboards – Purchaser's choice from Developer's options.
Light fittings:	Strip/channel light or 3 tier spotlight.
Kitchen cupboards:	Modern impact colours as per kitchen specialist layout & hollow bar handles – Purchaser's choice from Developer's options.
Kitchen tops:	Quartz – Purchaser's choice from Developer's options.
Stove:	1 x Premium gas stove with built-in extractor fan.
Sink:	1 x Double sink.
Taps:	Chrome plated/brushed steel mixer taps.
W/Machine point:	1 x Washing machine point to the kitchen – as per plan.
Dish washer point:	1 x Dish washing point to the kitchen – as per plan.

Staircase (if applicable)

Balustrades:	Handrail as per plan.

Bedrooms

BIC's:	Modern impact colours as per plan & hollow bar handles – Purchaser's choice from Developer's options.

INITIALS.....

Bathrooms

Walls:	Partial wall tiling – Purchaser's choice from Developer's options.
Light fittings:	Suitable bathroom light fitting.
Shower:	Built in shower with walls tiled the same as floor tile.
Bath:	1700mm Classic bath.
Toilet:	Close couple white top flush.
Vanity:	Modern impact colour doors with Quartz top – Purchaser's choice from Developer's options.
Mirror:	Mirror above basin.
Taps:	Chrome plated/brushed steel mixers.
Ironmongery:	Chrome plated/brushed steel fittings.

Guest Toilet under Stairs (if applicable)

Walls:	Smooth plaster and dove grey or similar colour paint.
Toilet:	Close couple white top flush.
Basin:	Wall mounted bantam basin.
Taps:	Chrome plated/brushed steel mixer.
Ironmongery:	Chrome plated/brushed steel fittings.

Garage (if applicable)

Floor:	Concrete wood floated surface bed to be left in its natural state.
Skirting:	None.
Garage Door:	Horizontally slatted double chromadek garage door, including an easy lift motor with battery backup and two remotes. Some units will receive two single chromadek garage doors, including an easy lift motor with battery backup and two remotes.
Light fittings:	Strip/channel light or 3 tier spotlight.

Carport (if applicable)

Floor:	Bevelled pavers under carports – colour per Developer's choice.

Exclusions

Curtain rails
Security gates
Shrubs and trees
Burglar Bars

Notes

The contractor and the developer do not allow any structural changes to the design of any unit, and also no changes to the finishing schedule or contractor range options.
The Contractor reserves the right to substitute material and/or products with reasonable equal alternatives without notifying the Purchaser.
Finishing's are subject to availability in the market
The kitchen layout is determined beforehand between the Kitchen Specialist and the Developer. Kitchen cupboards and BIC alterations should be handled directly with the Kitchen Specialist.
All items in this document are standard items.
Purchasers acknowledge that any marketing materials, including images, renders, and illustrations, are artist's impressions provided for illustrative purposes only. These do not form part of the contract. The final construction of the house will be carried out in accordance with the contract documents, plans, and specifications provided.

Warranty

The Contractor will conform to the warranties as set out by the NHBRC and shall only be responsible for defects arising as a result of faulty workmanship and/or materials and shall under no circumstances be responsible for damage or loss caused by natural disasters, wear and tear, misuse, neglect, negligence, abuse, accident, or in respect of or arising from any risk insured against in terms of residential properties and the Contractor shall under no circumstances be liable for any consequential loss or damage.
A certificate by a practicing architect or the chairman of the National Association of Home Builders (South Africa) or his nominee(s)/successor(s) stating that any defect for which the Contractor is liable 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.
The Purchaser is to submit all requests and/or complaints in writing to the Contractor and the Estate Agent before reporting any defects to the NHBRC.

Choices (Purchaser's choices to be finalized closer to house construction depending on colour availability from Developer's options)

Floor tiles, Kitchen cupboards, Kitchen splashback, Kitchen tops, Bedroom BICs, Bathroom wall tiles, Bathroom vanity.

INITIALS.....



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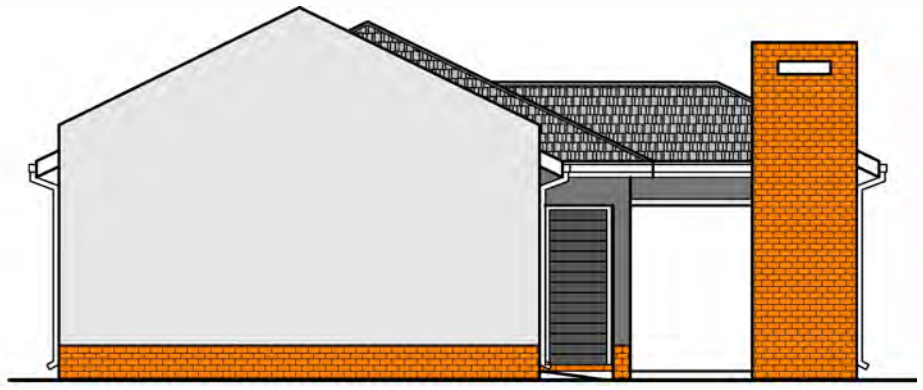
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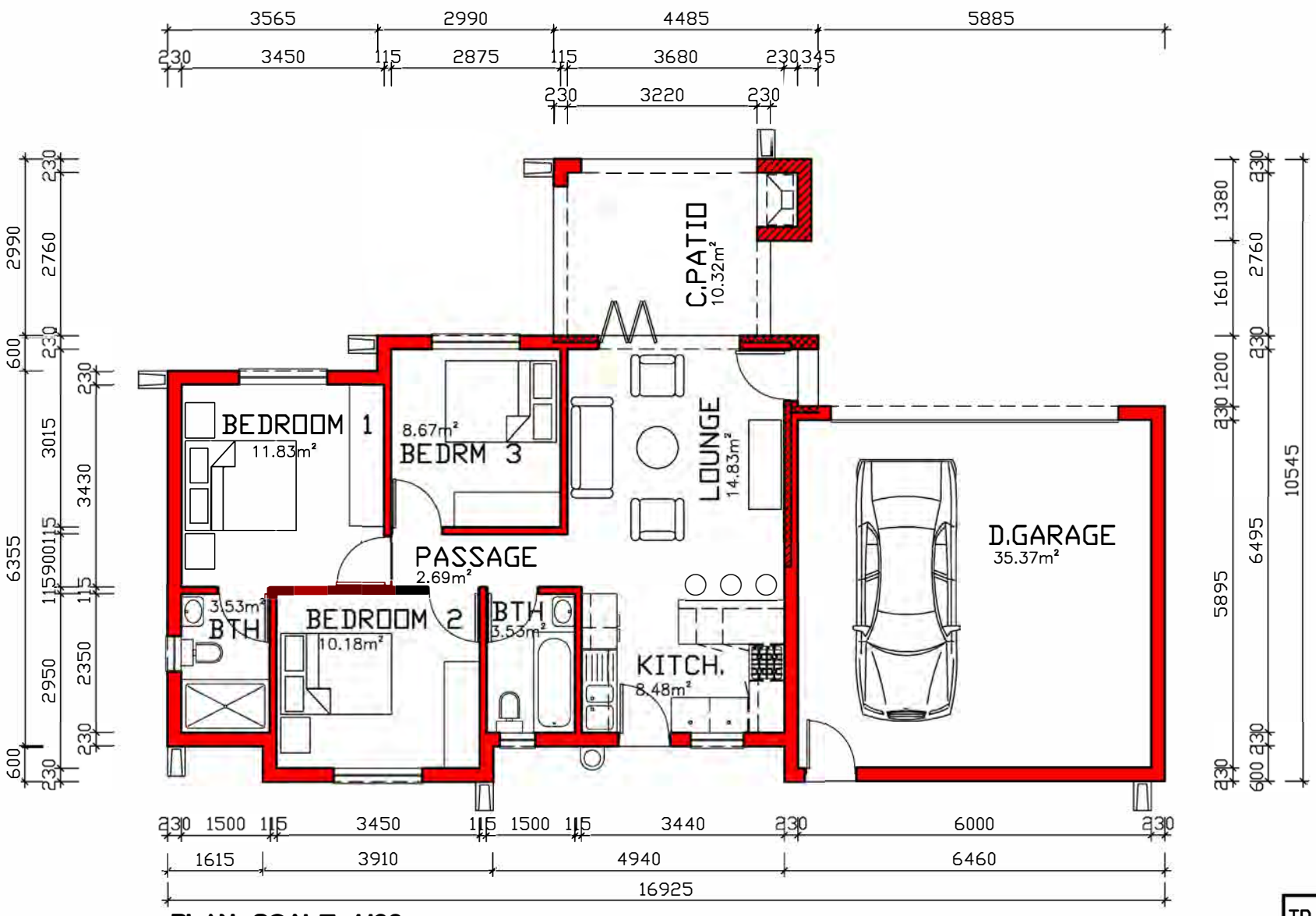
FRONT ELEVATION 1:100



SIDE ELEVATION 1:100



SIDE ELEVATION 1:100



PLAN SCALE 1:100

TP-127-3+2+DG_25.1	
AREA	
HOUSE	- 75.00 sqm
C.PATIO	- 11.96 sqm
GARAGE	- 39.73 sqm
TOTAL	- 126.69 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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PR ARCH TECH
SACAP NR: T0547

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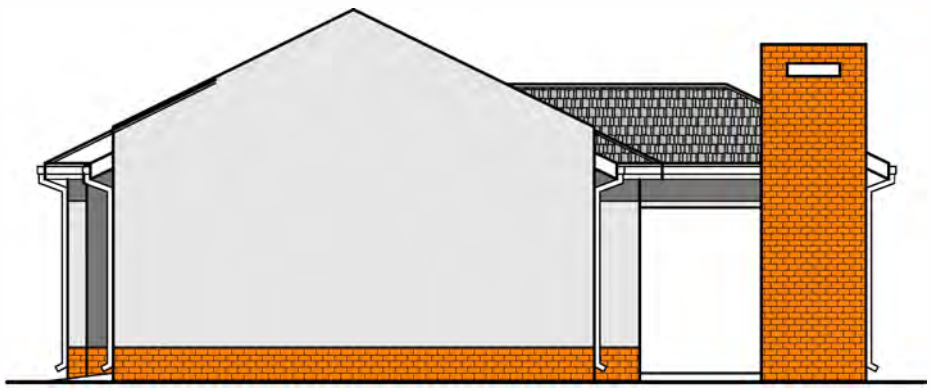
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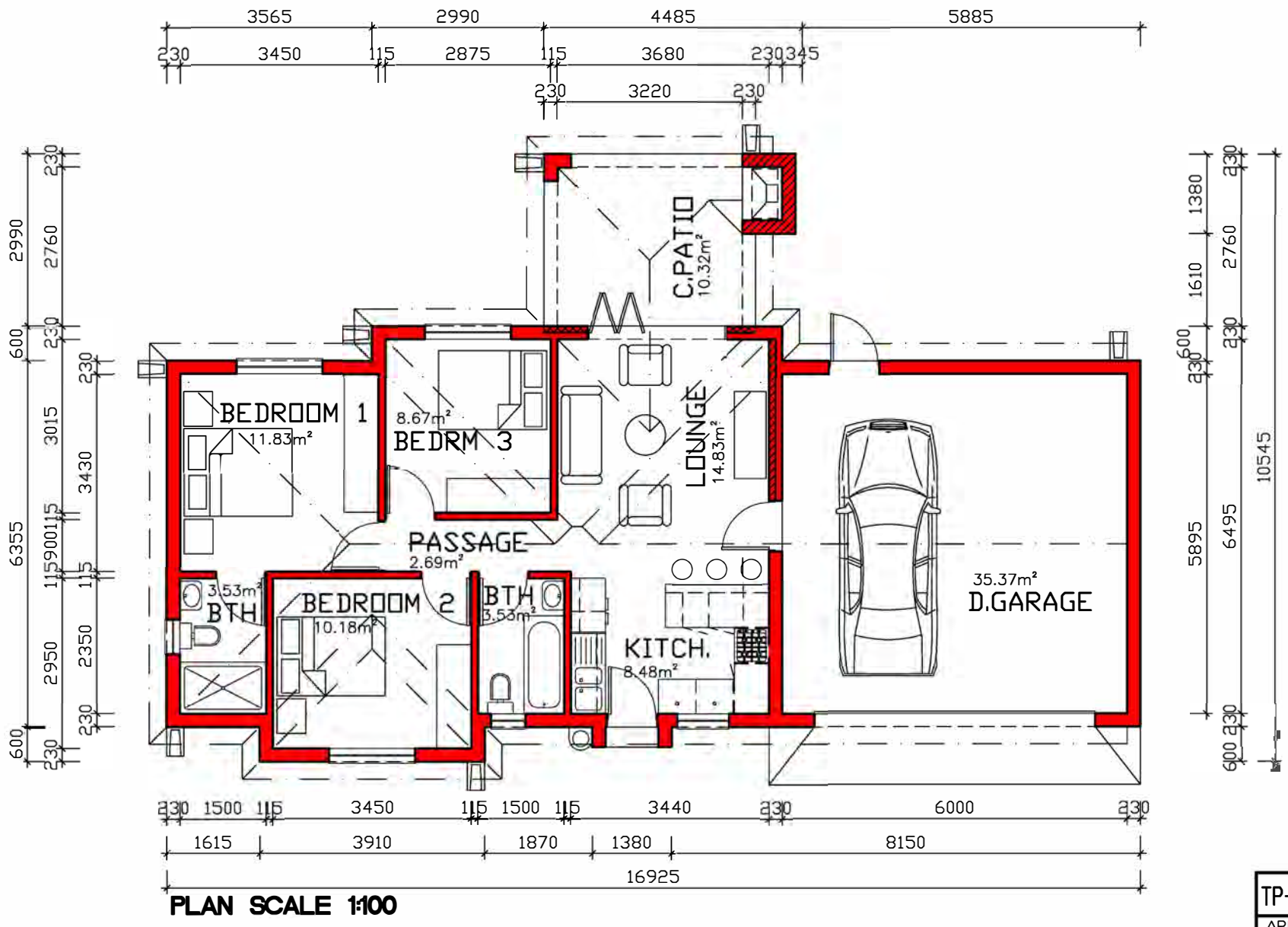
FRONT ELEVATION 1:100



SIDE ELEVATION 1:100



SIDE ELEVATION 1:100



PLAN SCALE 1:100

TP-127-3+2+DG_25.1	
AREA	
HOUSE	- 75.07 sqm
C.PATIO	- 11.96 sqm
GARAGE	- 39.59 sqm
TOTAL	- 126.62 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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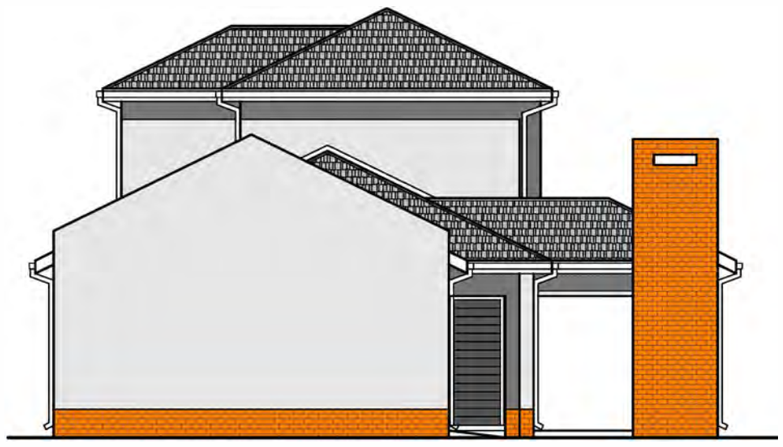
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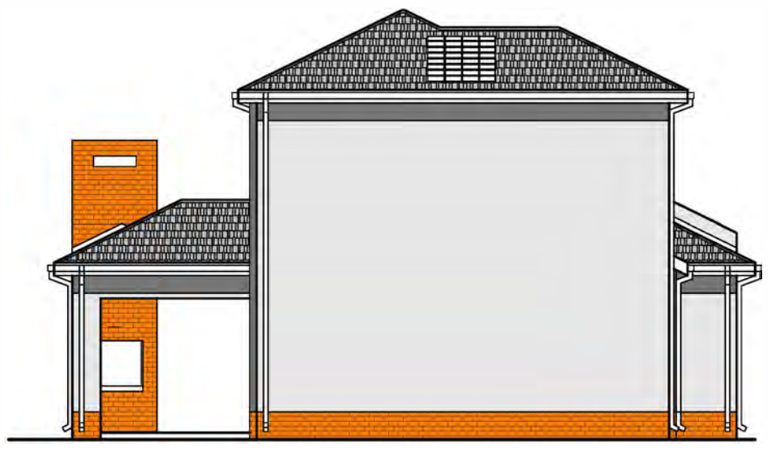
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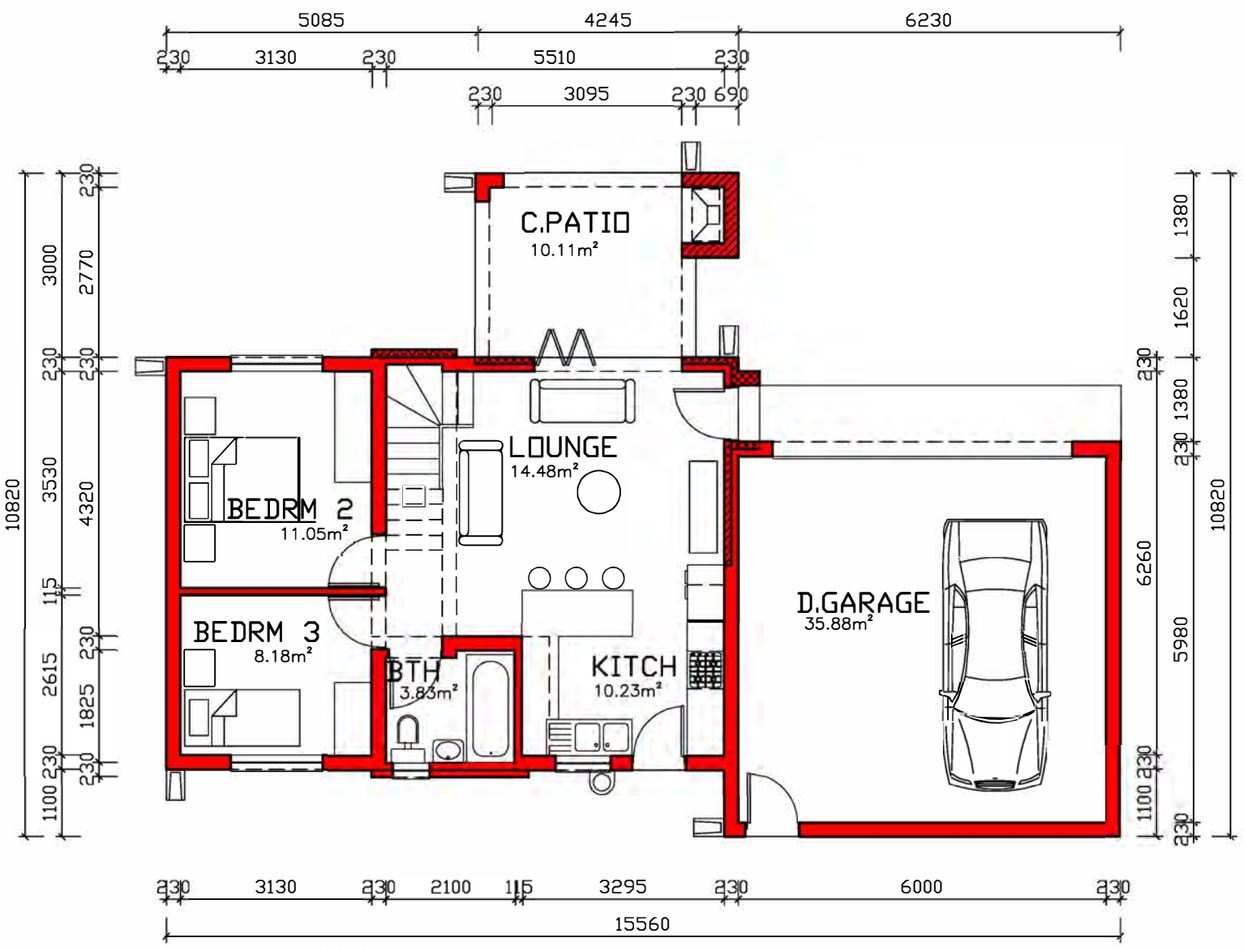
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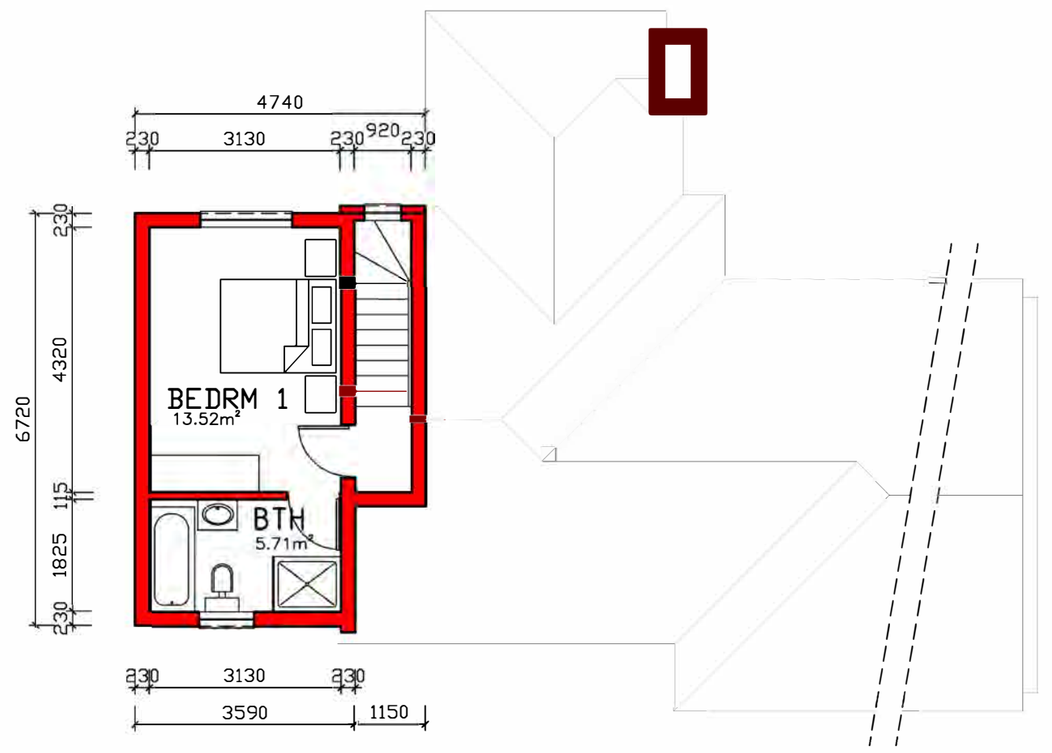
SIDE ELEVATION 1:100



BACK ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR PLAN SCALE 1:100

TP-143-3+2+DG_25.1	
AREA	
GROUND FL.-	63.63 sqm
C.PATIO	11.75 sqm
FIRST FL. -	27.05 sqm
GARAGE -	40.29 sqm
TOTAL	-142.72 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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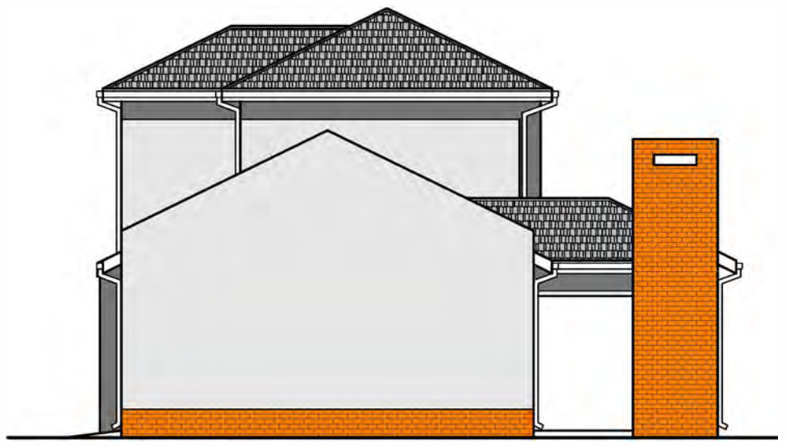
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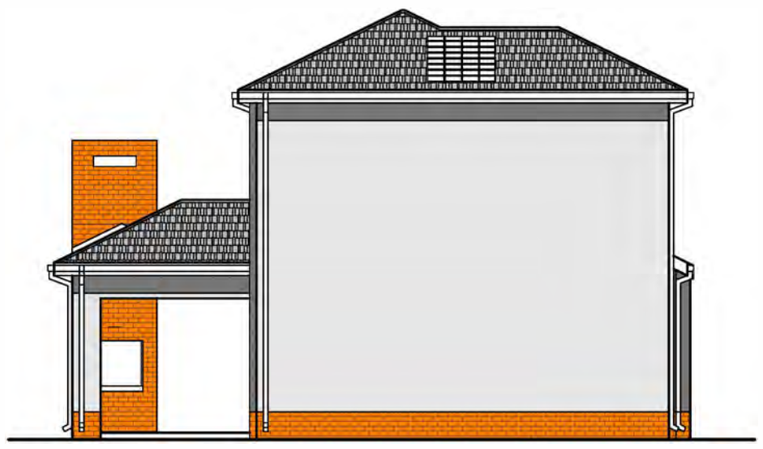
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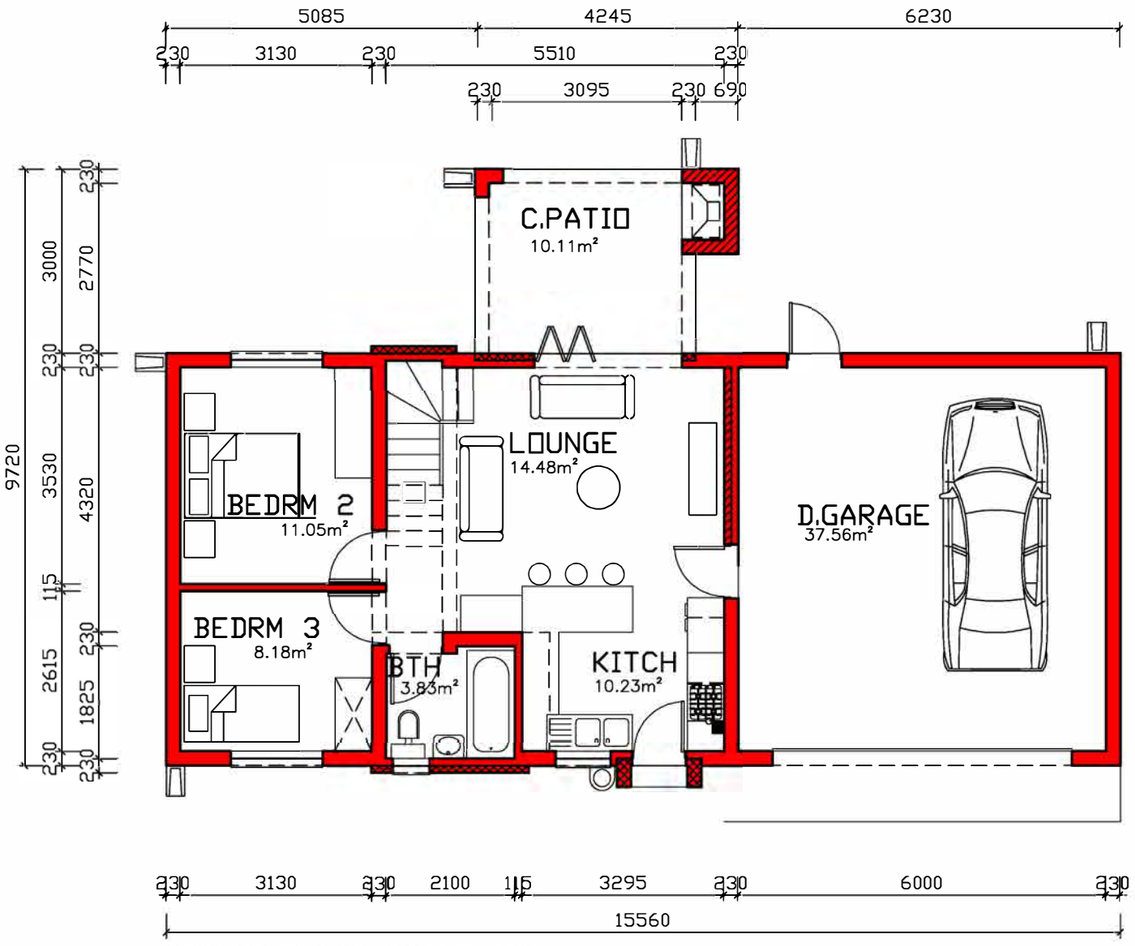
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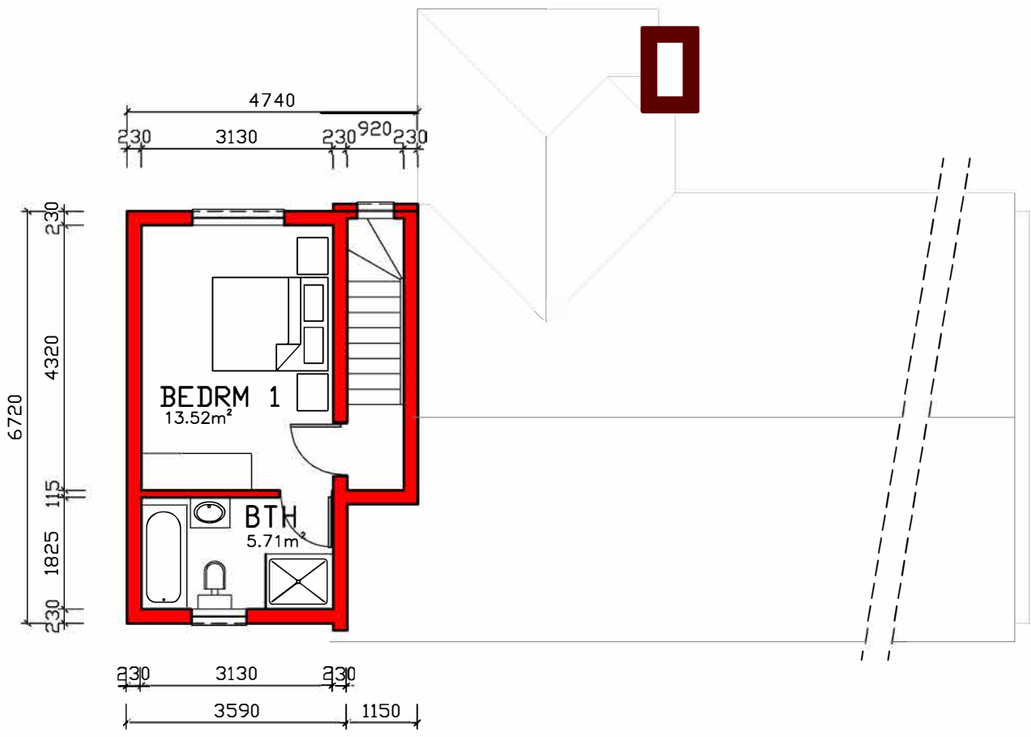
SIDE ELEVATION 1:100



BACK ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR PLAN SCALE 1:100

TP-144-3+2+DG_25.1	
AREA	
GROUND FL.-	63.63 sqm
C.PATIO =	11.75 sqm
FIRST FL. -	27.05 sqm
GARAGE -	41.87 sqm
TOTAL	-144.30 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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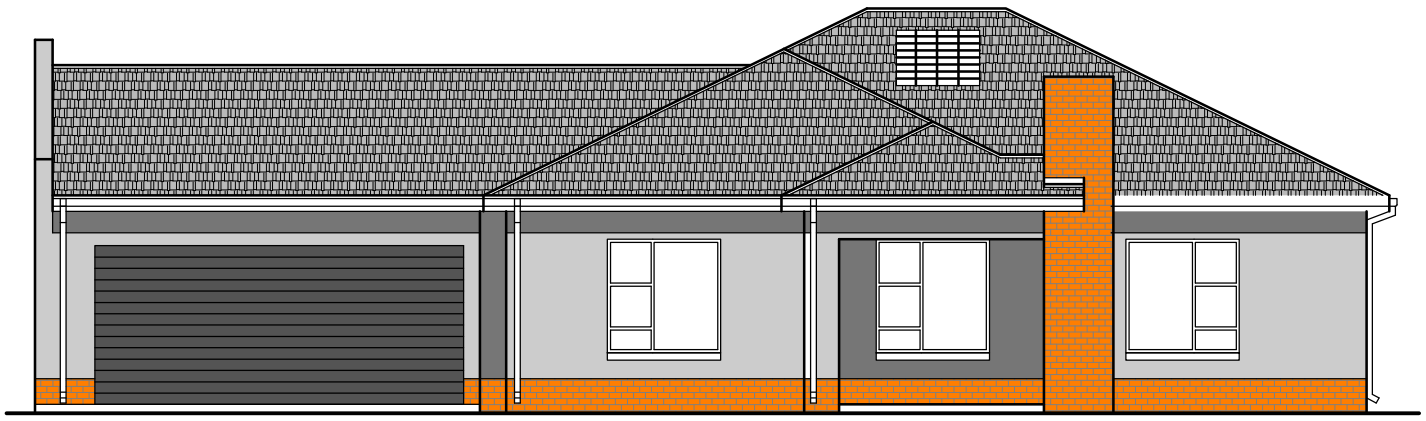
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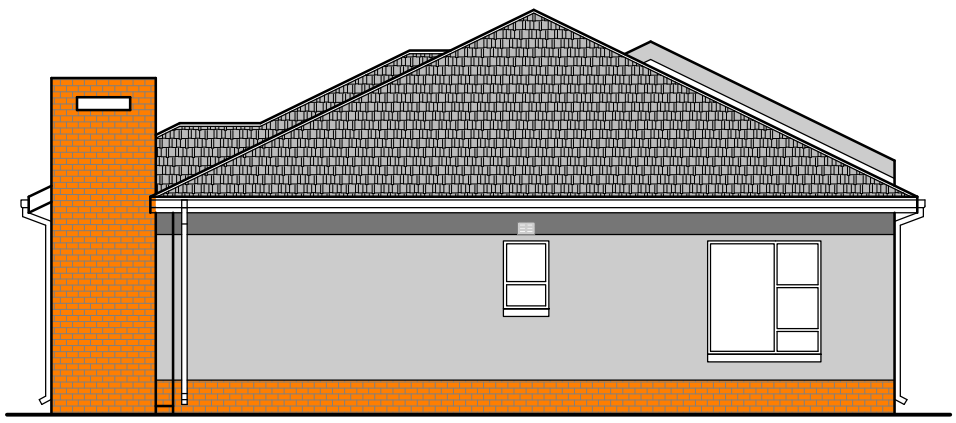
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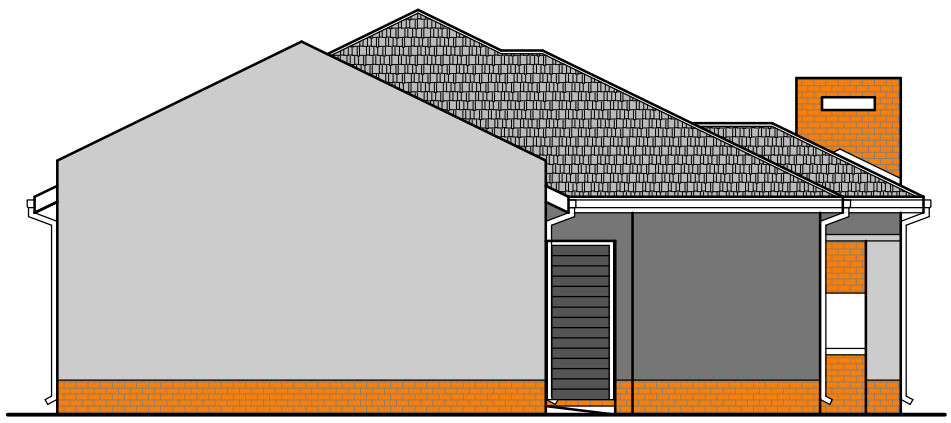
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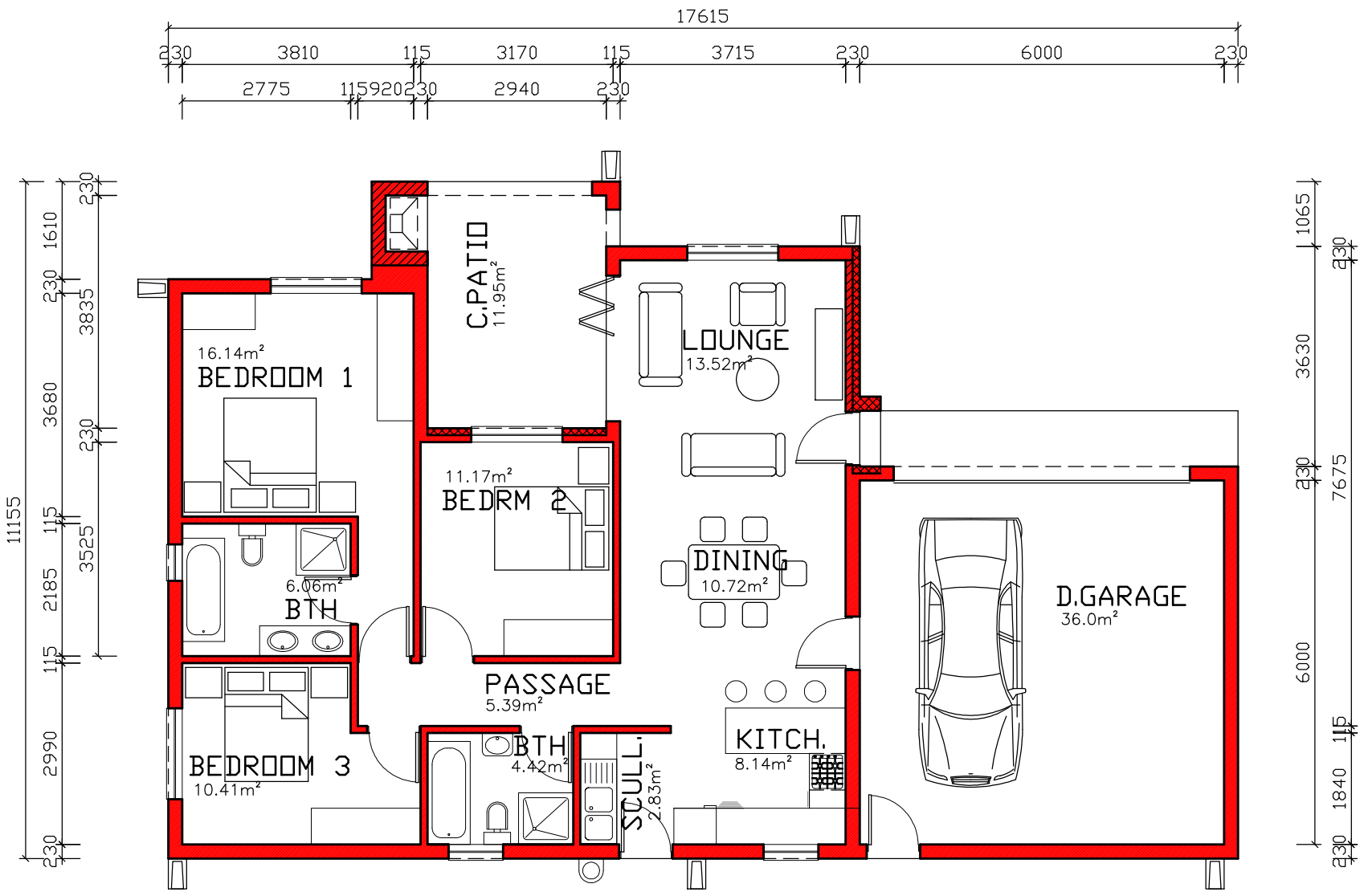
FRONT ELEVATION 1:100



SIDE ELEVATION 1:100



SIDE ELEVATION 1:100



PLAN SCALE 1:100

TP-158-3+2+DG_24.1	
AREA	
HOUSE	- 104.20 sqm
C.PATIO	- 13.68 sqm
GARAGE	- 40.17 sqm
TOTAL	- 158.05 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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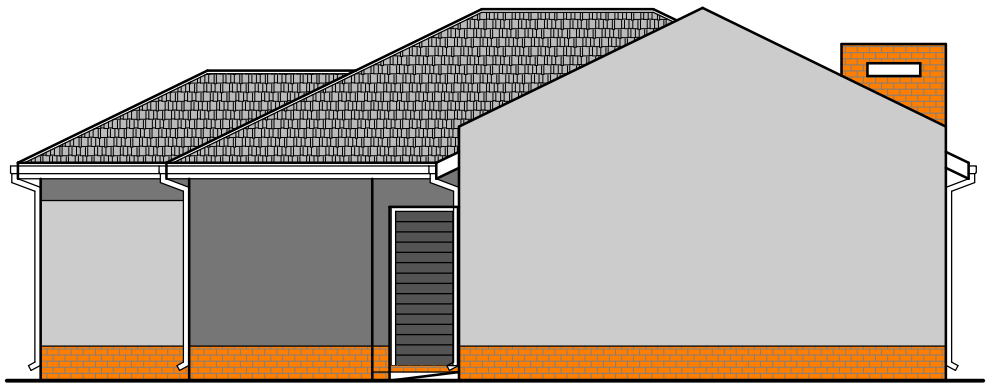
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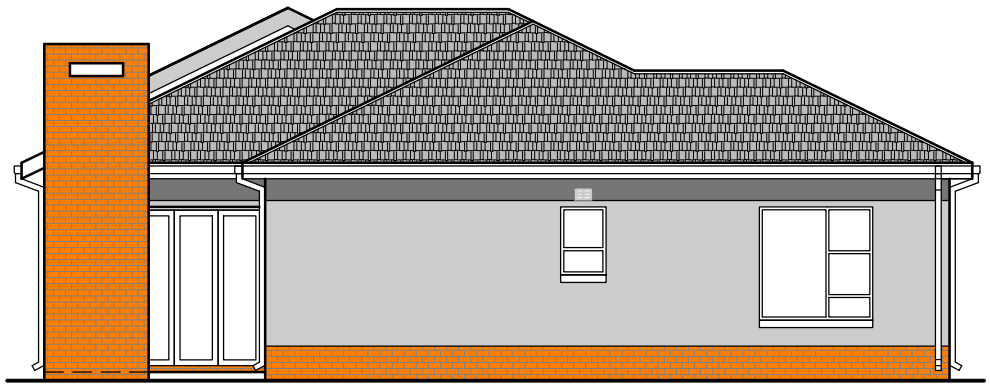
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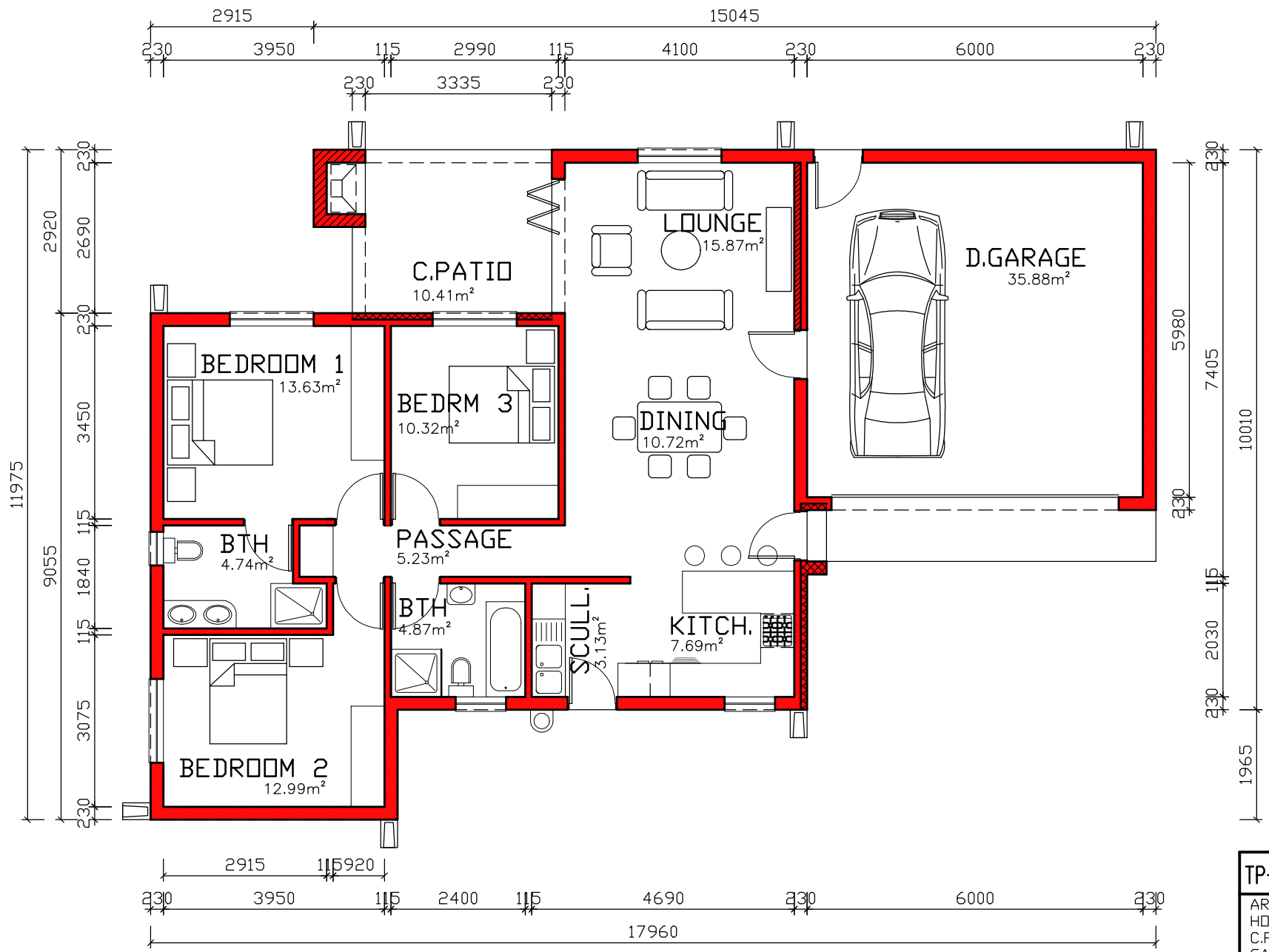
FRONT ELEVATION 1:100



SIDE ELEVATION 1:100



SIDE ELEVATION 1:100



PLAN SCALE 1:100

TP-157-3+2+DG_24.0	
AREA	
HOUSE	- 105.62 sqm
C.PATIO	- 11.36 sqm
GARAGE	- 40.04 sqm
TOTAL	- 157.02 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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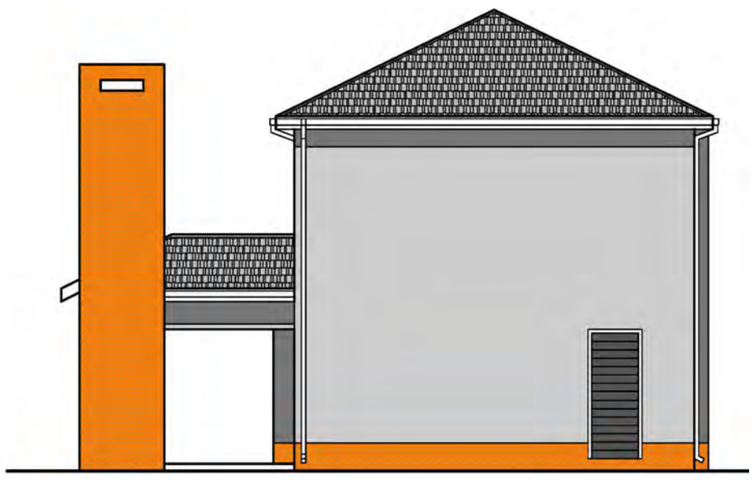
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SACAP NR: T0547

THERESAPARK X69

TYPE 3



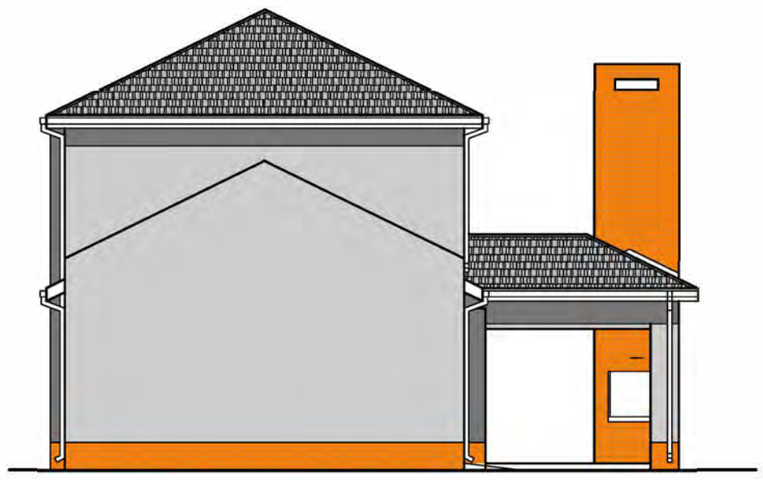
SIDE ELEVATION 1:100



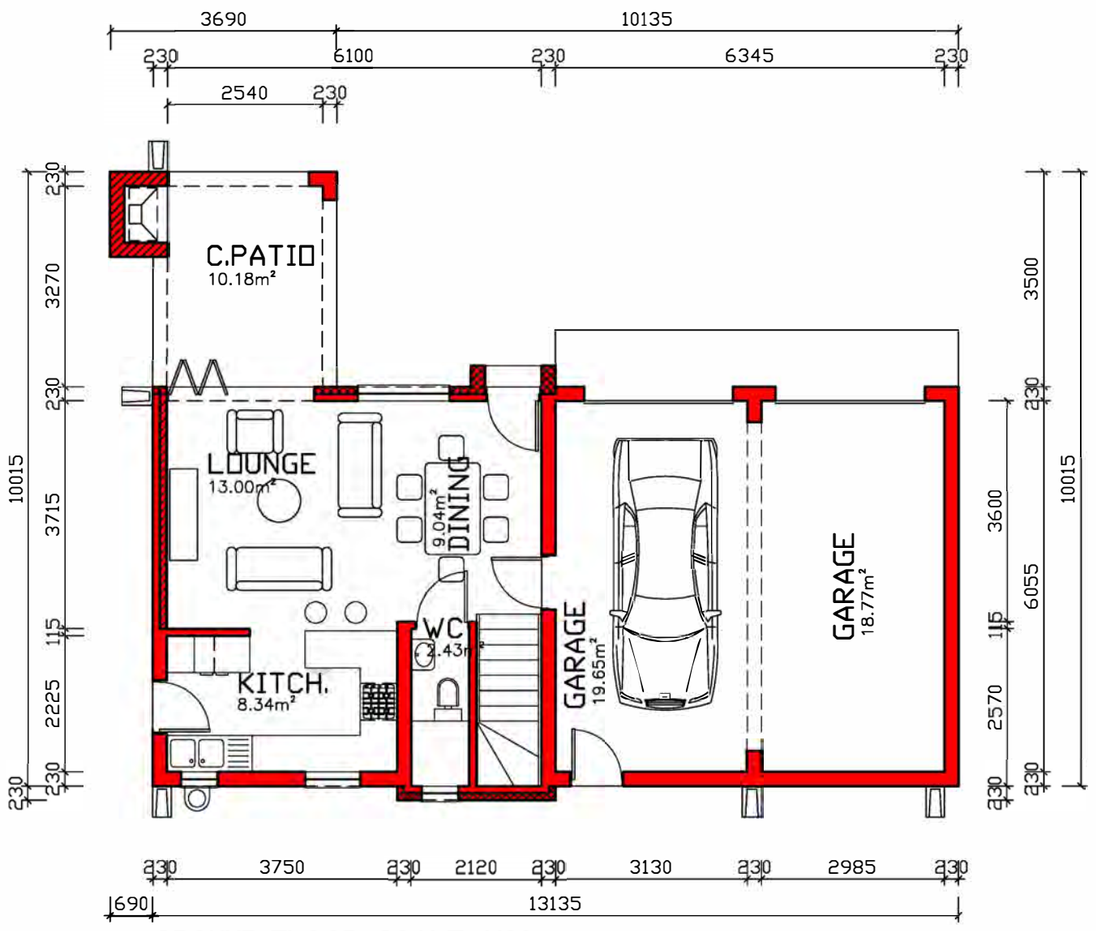
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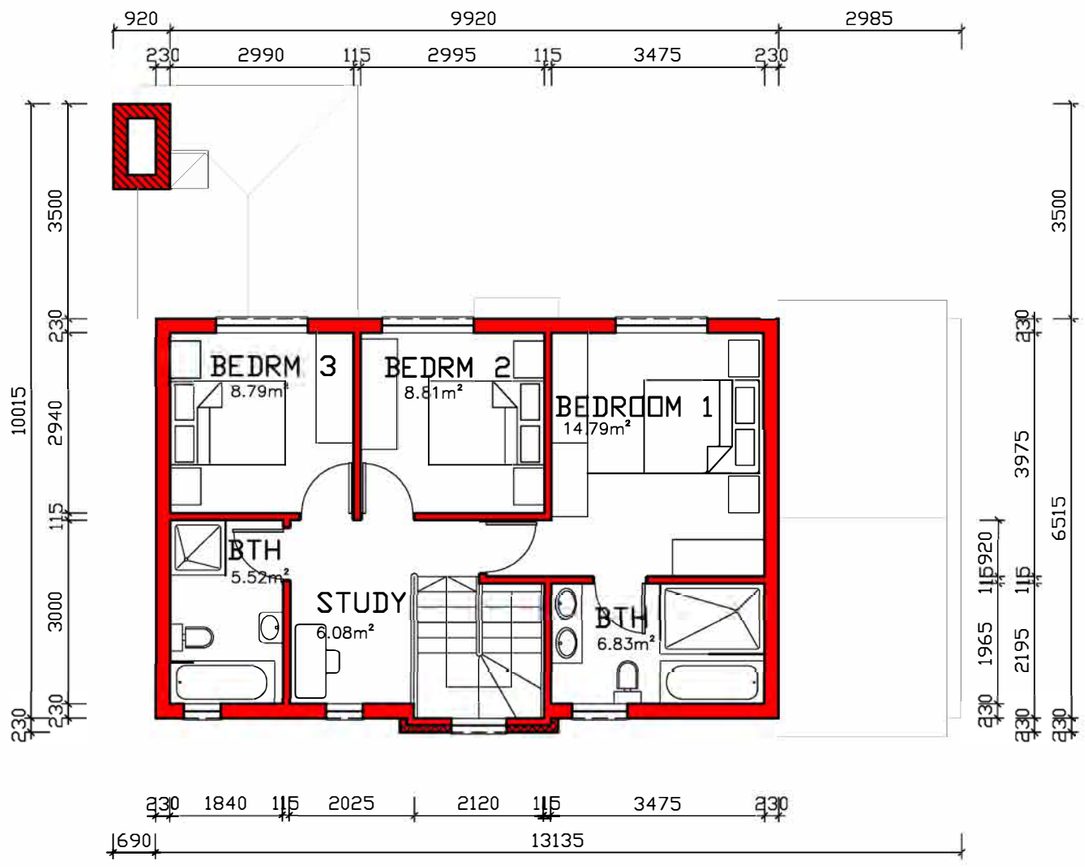
BACK ELEVATION 1:100



SIDE ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR SCALE 1:100

TP-160-3+2½_DG_24.1	
AREA	
GROUND FL.-	43.81 sqm
C.PATIO	11.45 sqm
FIRST FL. -	61.95 sqm
GARAGE -	42.84 sqm
TOTAL	-160.05 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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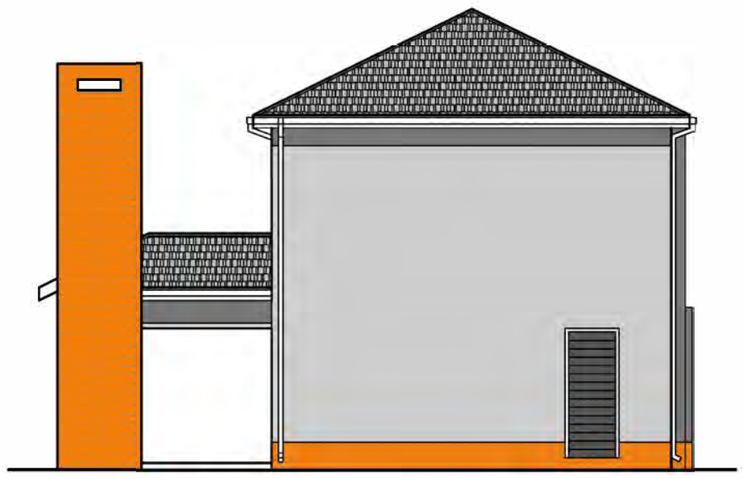
J.A. VENTER
PR ARCH TECH
SACAP NR: T0547

THERESAPARK X69

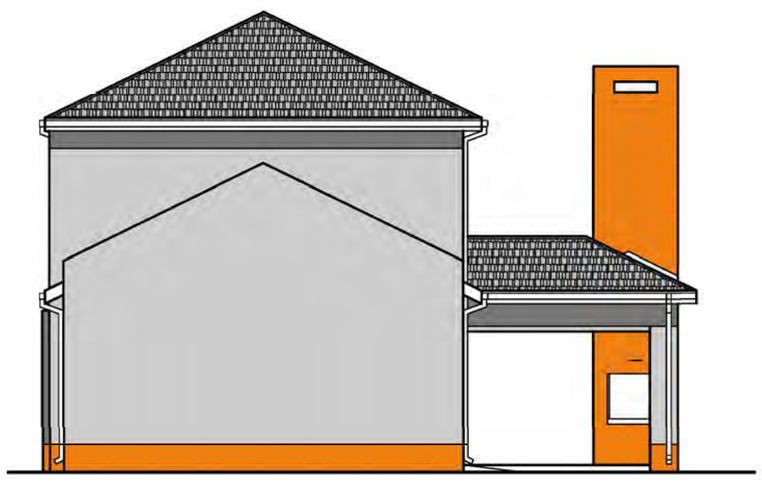
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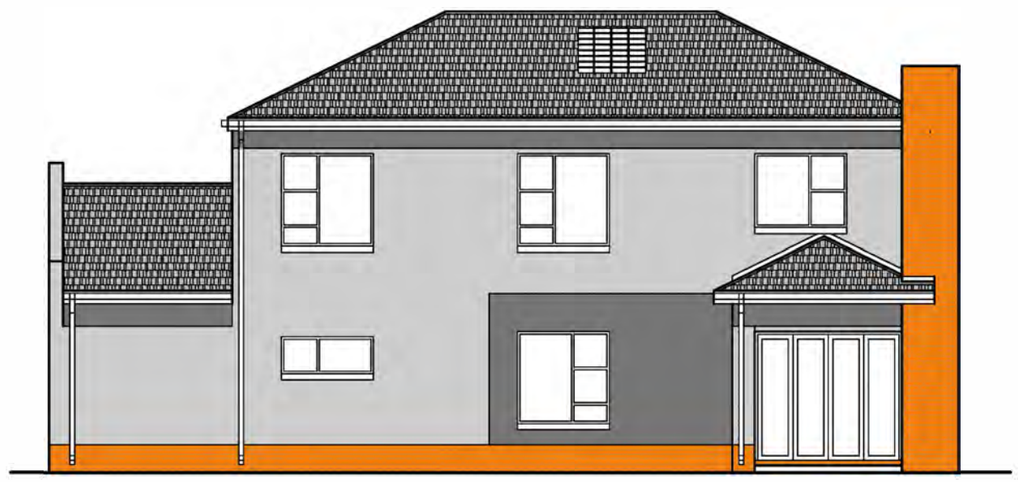
FRONT ELEVATION 1:100



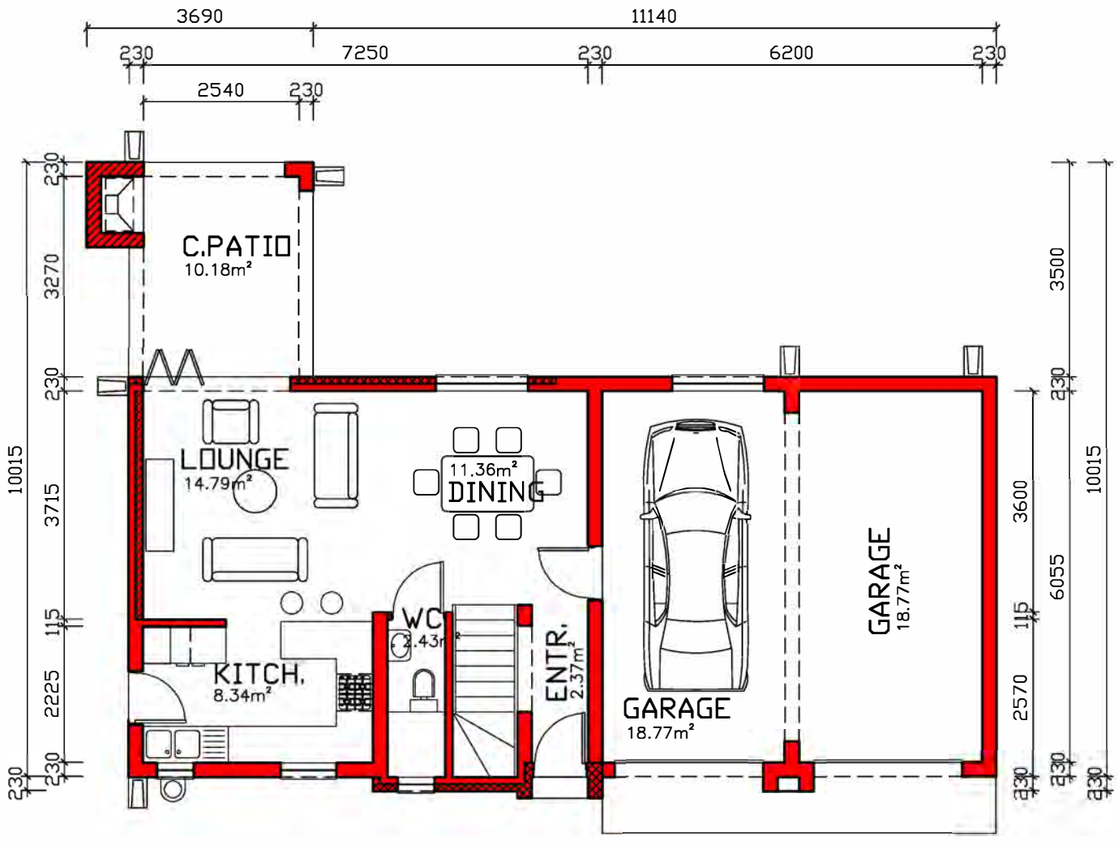
SIDE ELEVATION 1:100



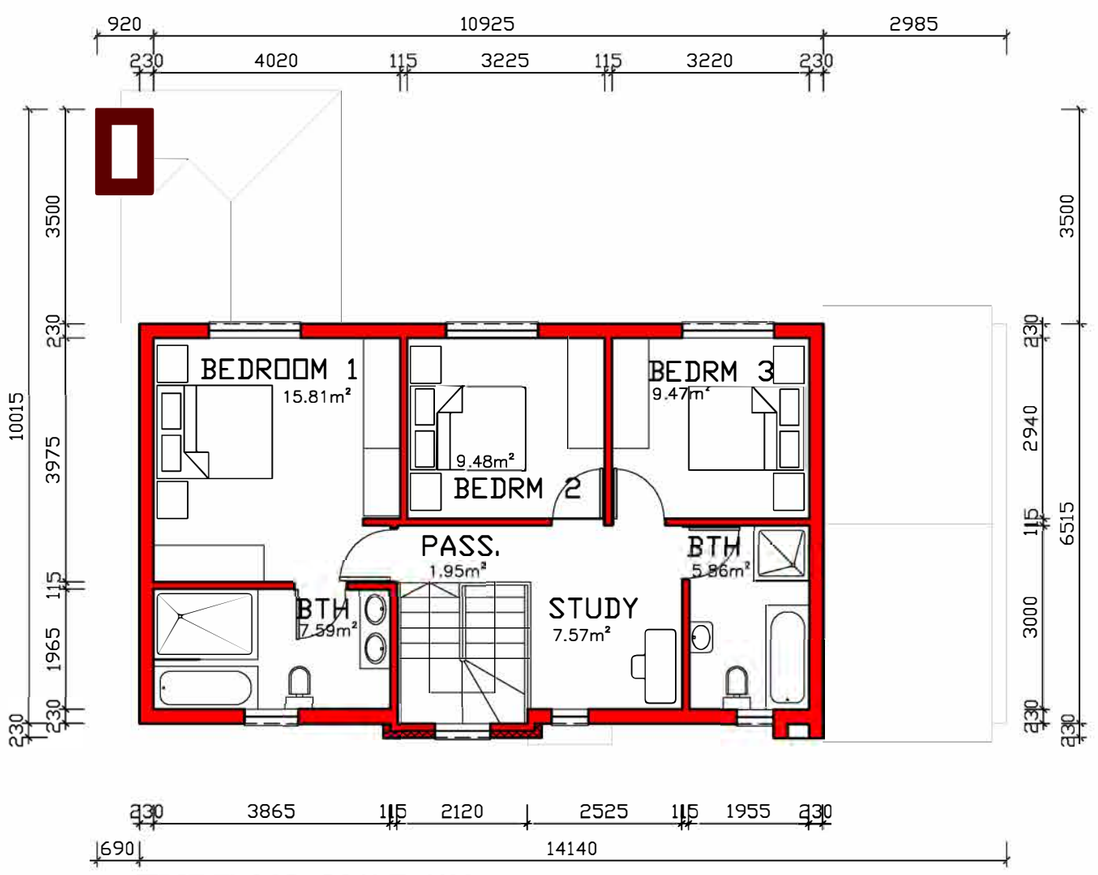
SIDE ELEVATION 1:100



BACK ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR SCALE 1:100

TP-172-3+2½_DG_24.1	
AREA	
GROUND FL.-	51.25 sqm
C.PATIO	= 11.45 sqm
FIRST FL. -	67.35 sqm
GARAGE	- 42.08 sqm
TOTAL	-172.13 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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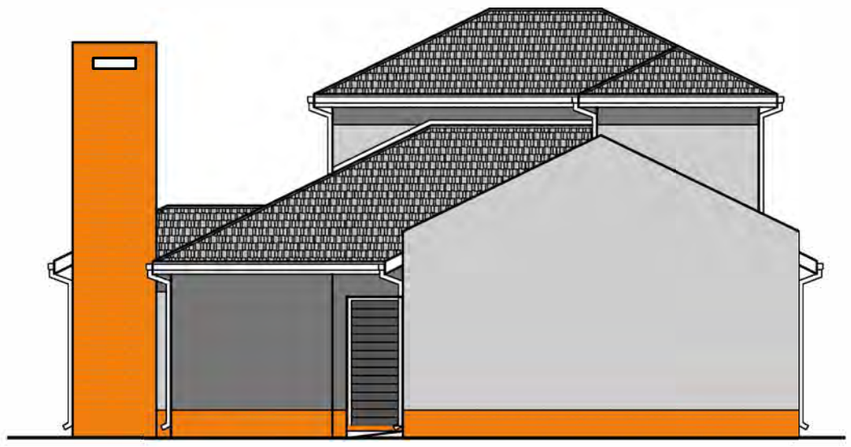
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PR ARCH TECH
SACAP NR: T0547

THERESAPARK X69

TYPE 5



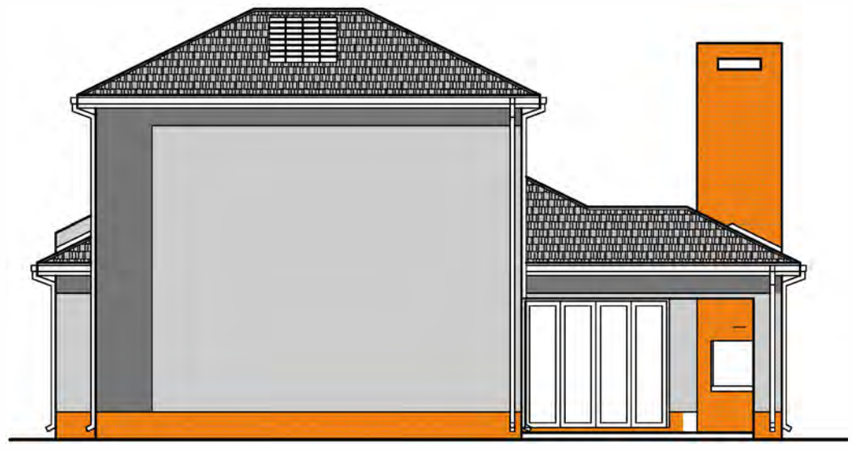
SIDE ELEVATION 1:100



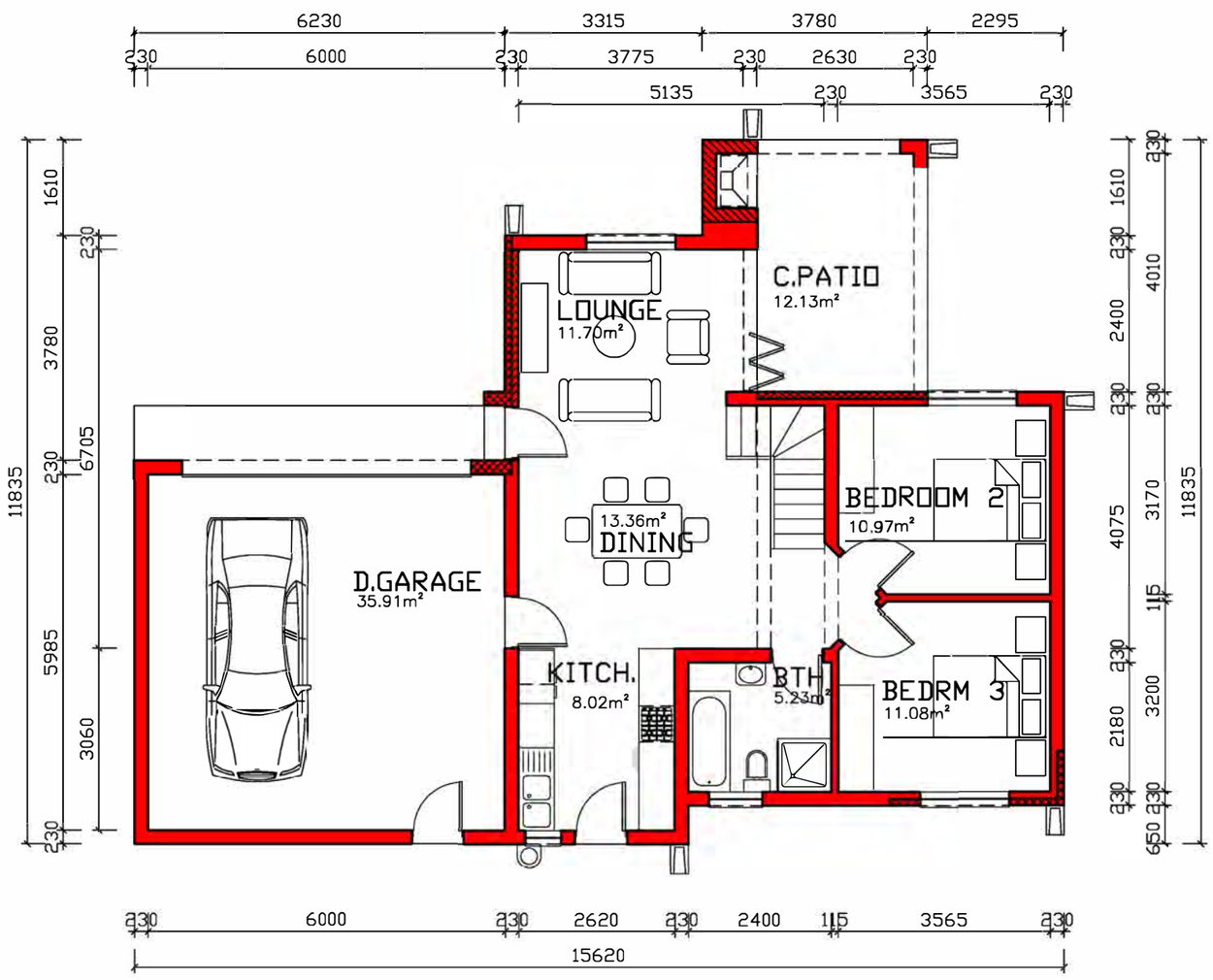
FRONT ELEVATION 1:100



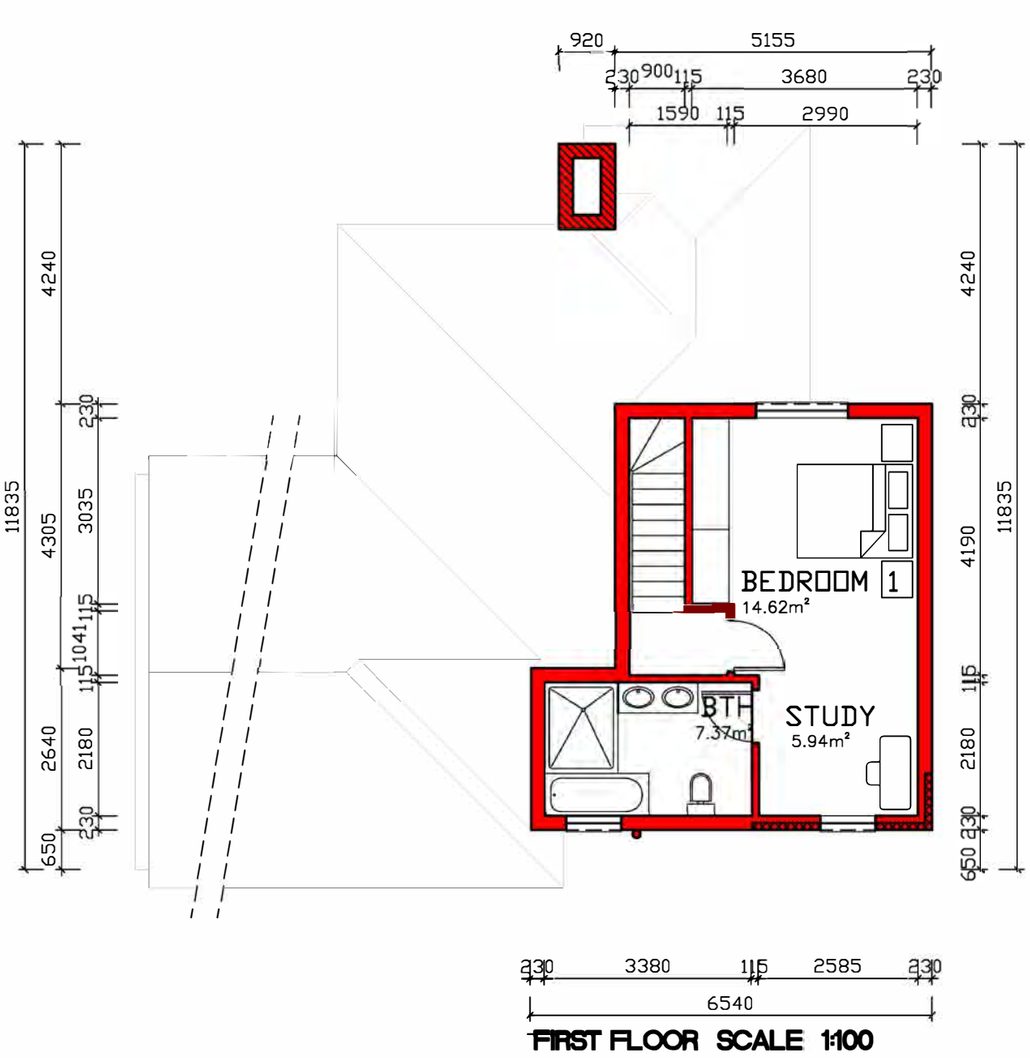
BACK ELEVATION 1:100



SIDE ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR SCALE 1:100

TP-169-3+2+DG_24.1	
AREA	
GROUND FL.-	78.83 sqm
C.PATIO	- 13.61 sqm
FIRST FL.	- 36.62 sqm
GARAGE	- 40.07 sqm
TOTAL	-169.13 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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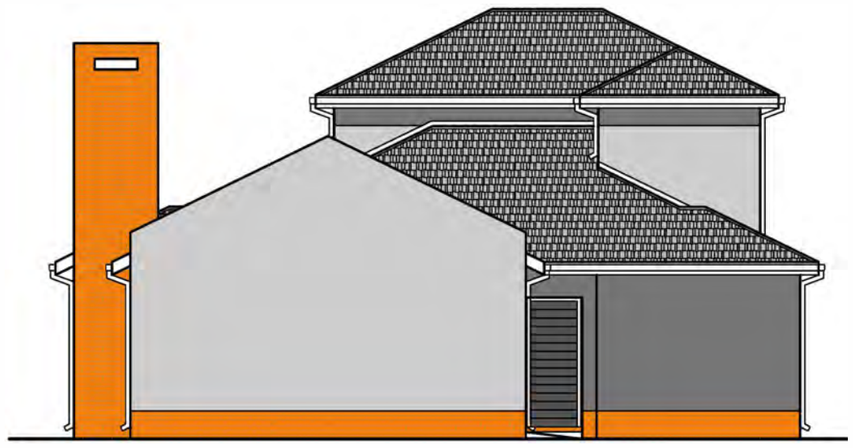
J.A. VENTER
PR ARCH TECH
SACAP NR: T0547

THERESAPARK X69

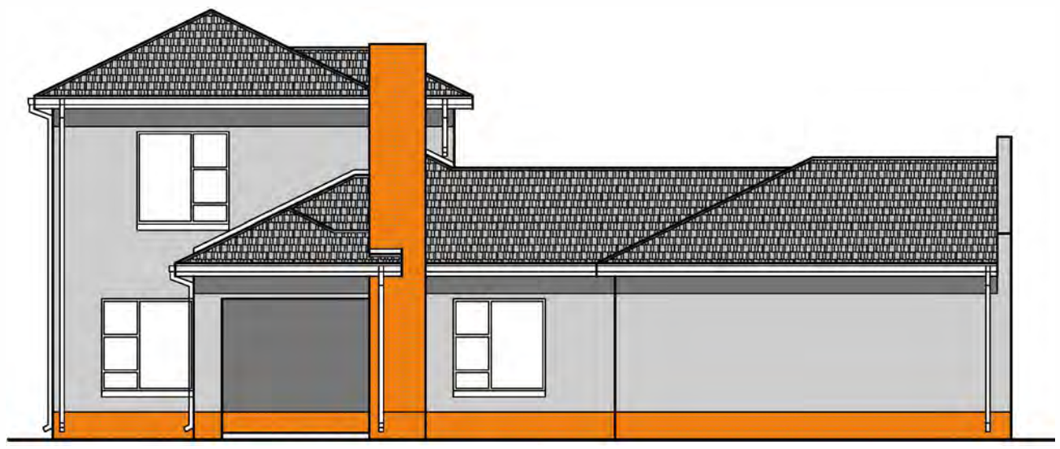
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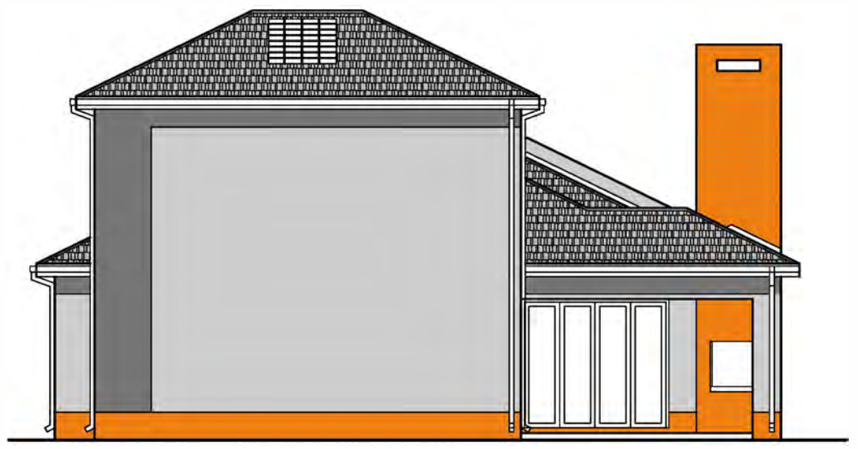
FRONT ELEVATION 1:100



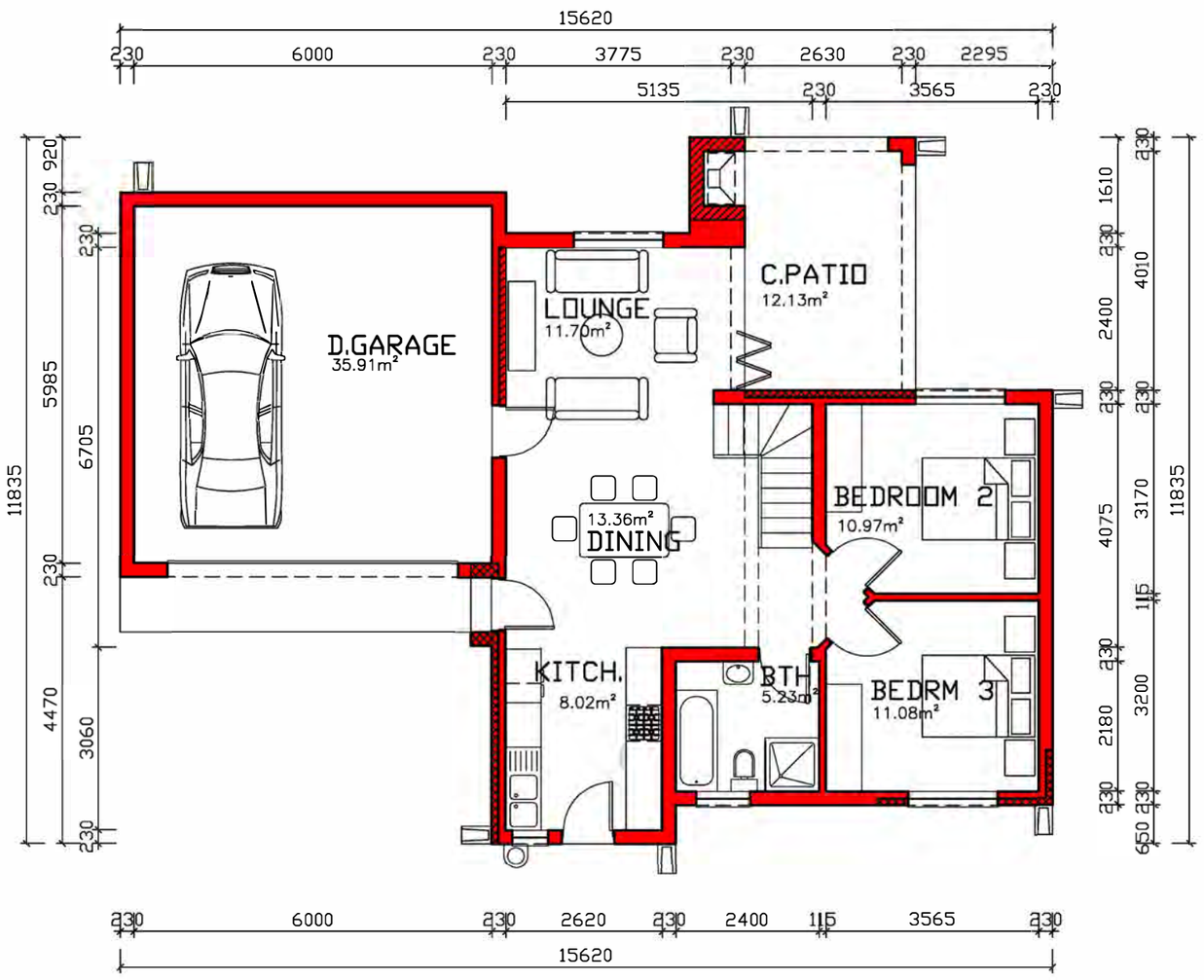
SIDE ELEVATION 1:100



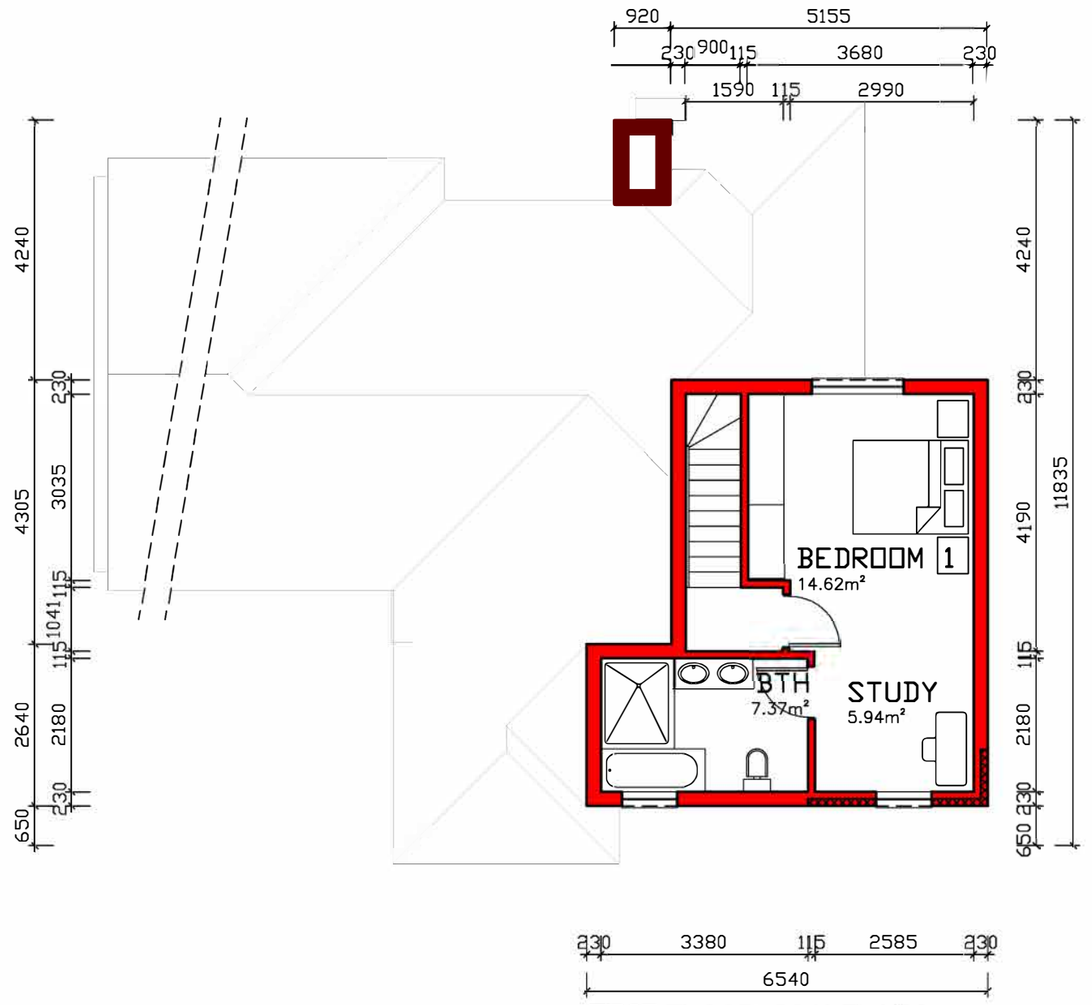
BACK ELEVATION 1:100



SIDE ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR SCALE 1:100

TP-169-3+2+DG_24.1	
AREA	
GROUND FL.-	78.83 sqm
C.PATIO	13.61 sqm
FIRST FL.	- 36.62 sqm
GARAGE	- 40.23 sqm
TOTAL	-169.29 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

ARCHITECTURAL&PROJECTSERVICES

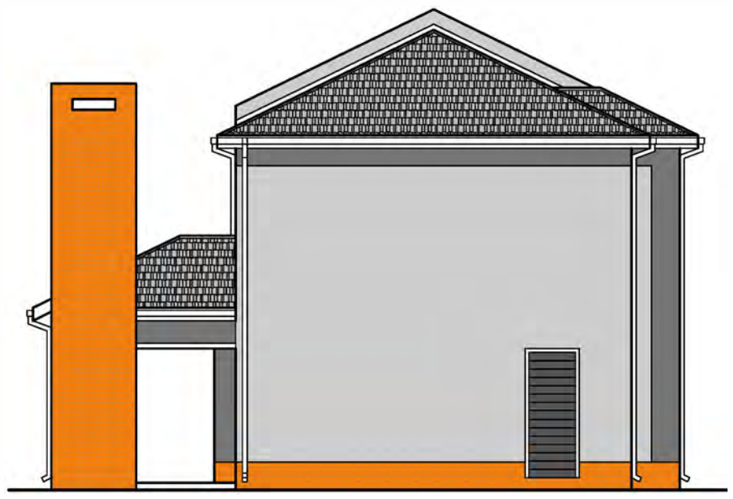
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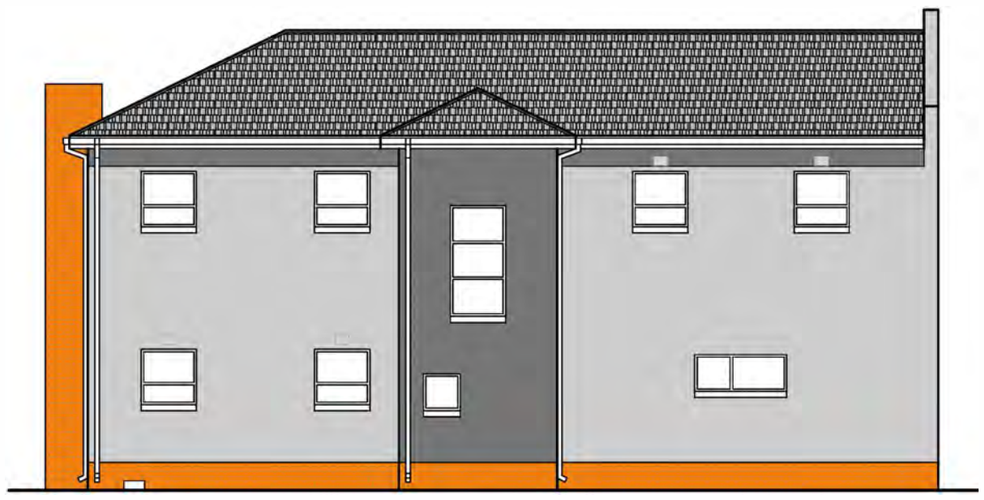
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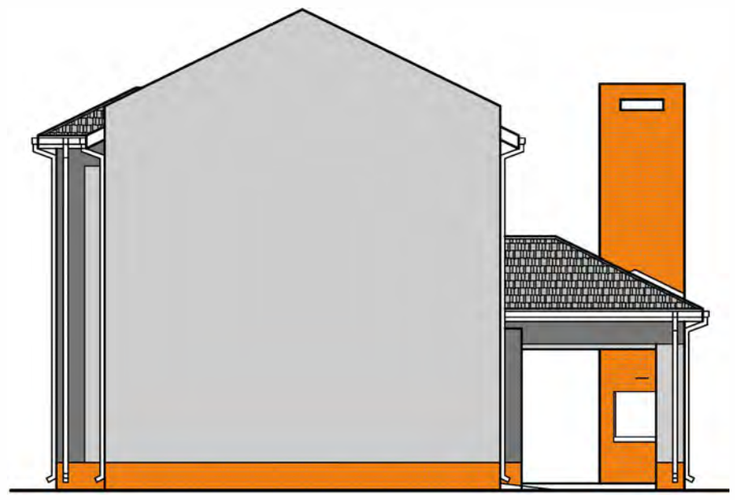
SIDE ELEVATION 1:100



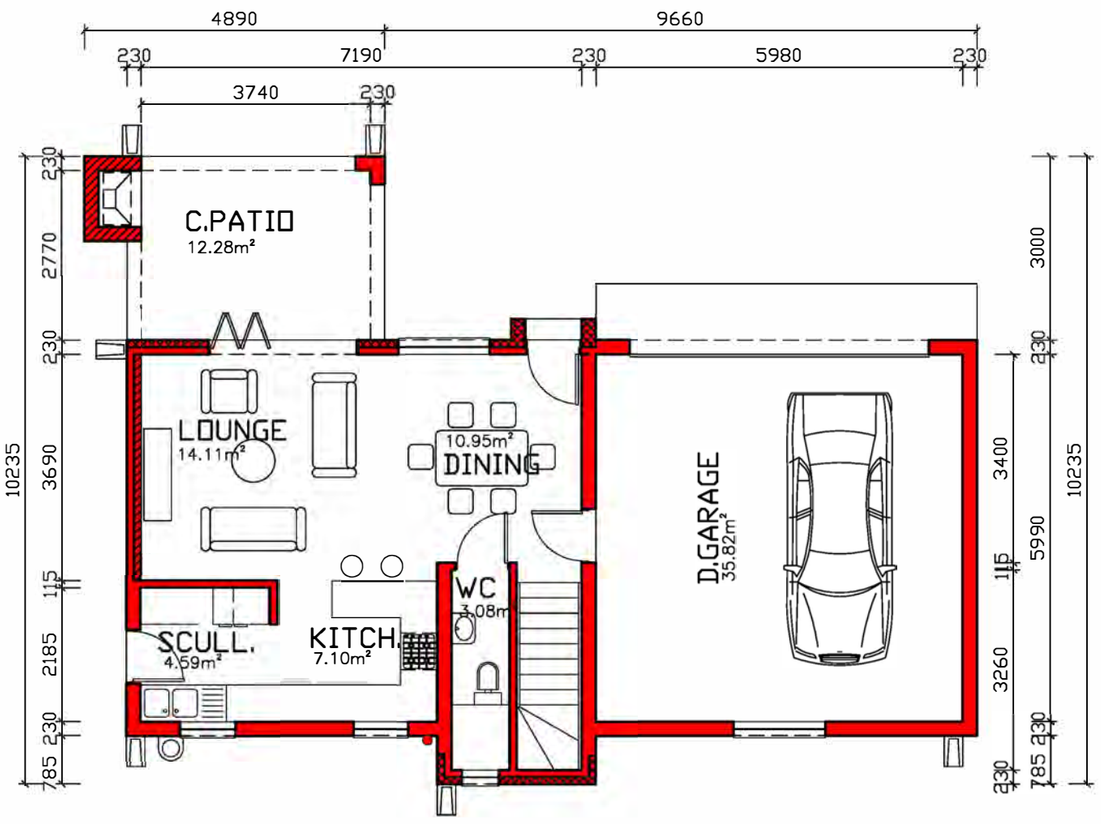
FRONT ELEVATION 1:100



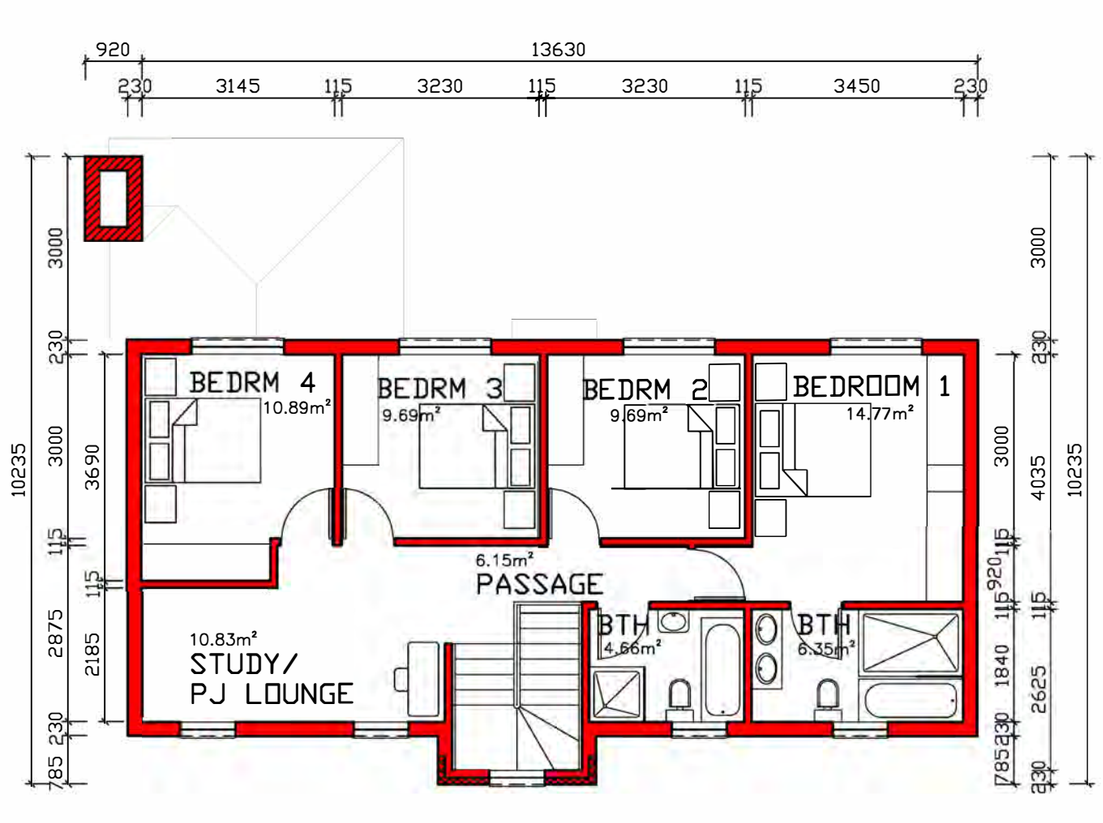
BACK ELEVATION 1:100



SIDE ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR SCALE 1:100

TP-192-4+2½_DG_24.1	
AREA	
GROUND FL.	51.85 sqm
C.PATIO	13.55 sqm
FIRST FL.	86.46 sqm
GARAGE	40.02 sqm
TOTAL	191.88 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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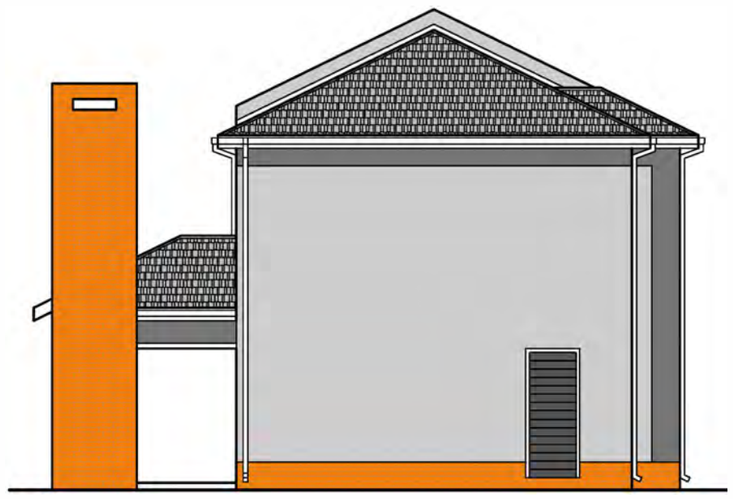
J.A. VENTER
PR ARCH TECH
SACAP NR: T0547

THERESAPARK X69

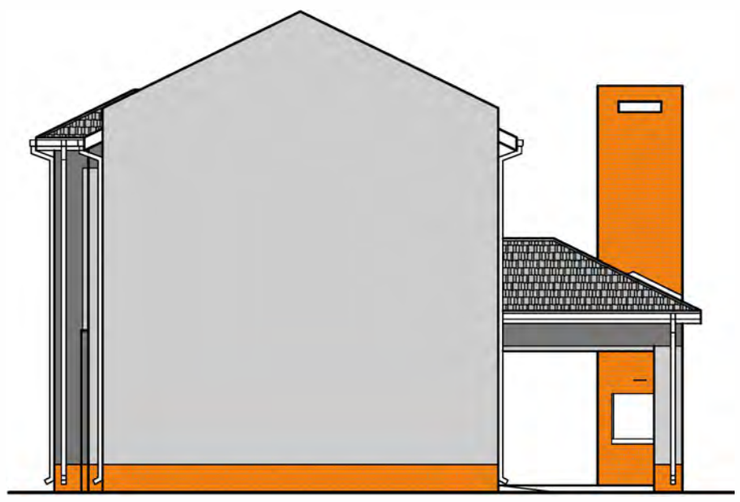
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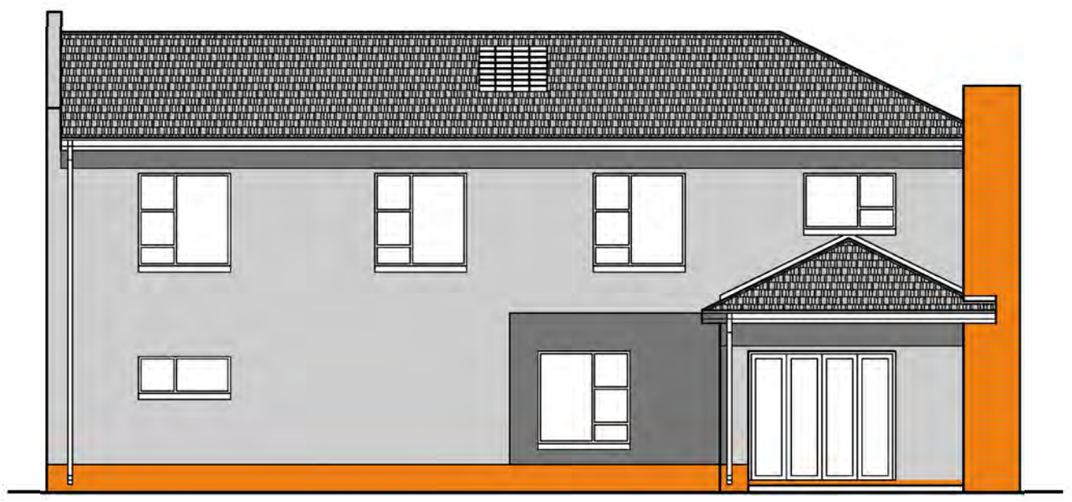
FRONT ELEVATION 1:100



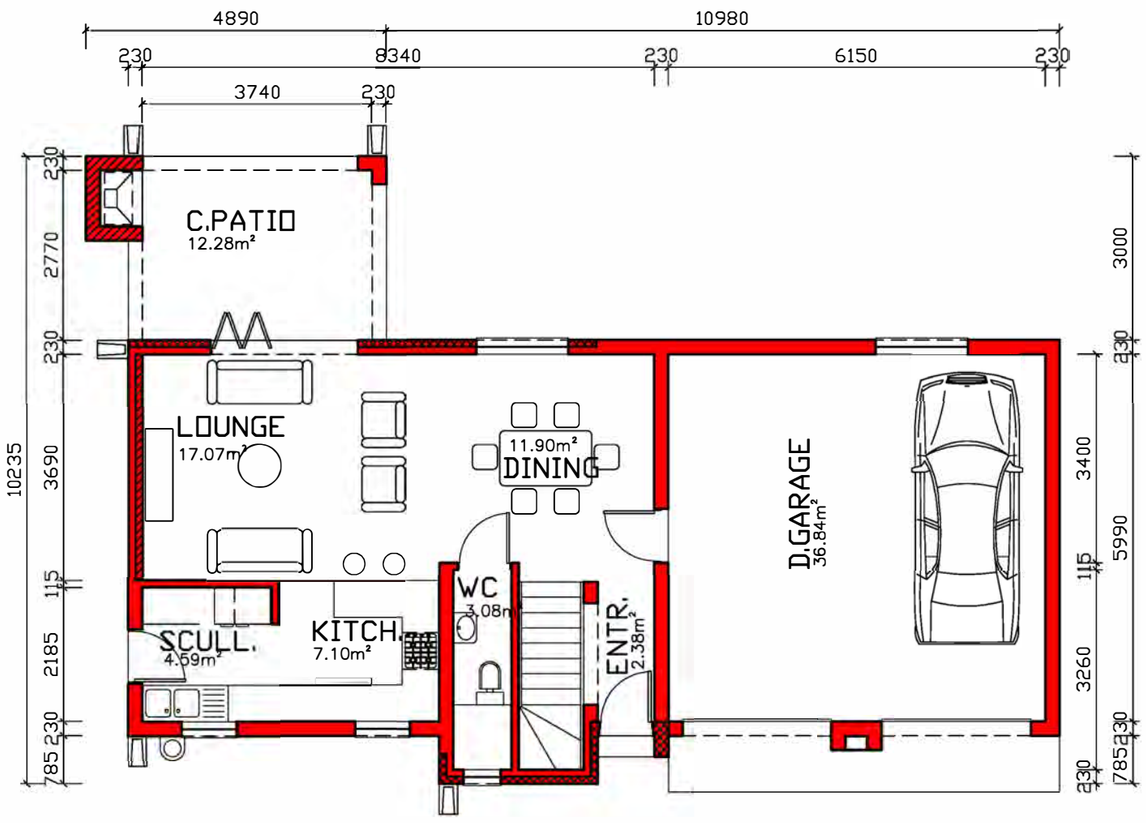
SIDE ELEVATION 1:100



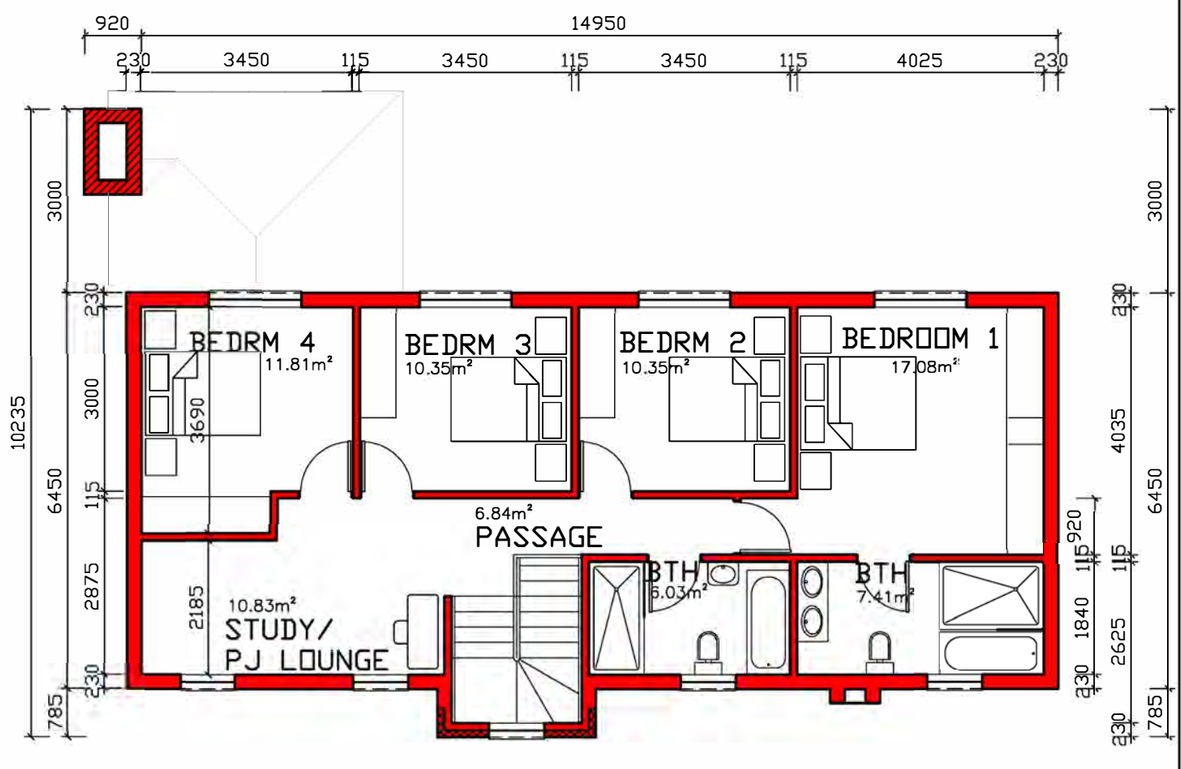
SIDE ELEVATION 1:100



BACK ELEVATION 1:100



GROUND FLOOR SCALE 1:100



FIRST FLOOR SCALE 1:100

TP-210-4+2½_DG_24.1	
AREA	
GROUND FL.	59.18 sqm
C.PATIO	13.55 sqm
FIRST FL.	94.97 sqm
GARAGE	41.34 sqm
TOTAL	209.04 sqm

SANDWOOD Estate

E: HOUSE PLAN

Initials:_____

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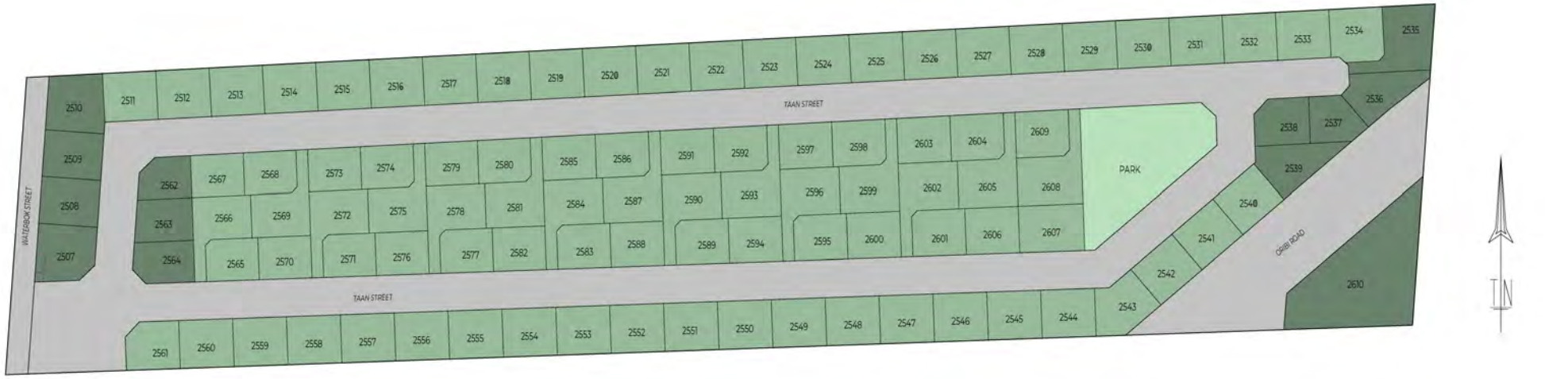
J.A. VENTER
PR ARCH TECH
SACAP NR: T0547

THERESAPARK EXTENSION 69

F: SITE PLAN INDICATING STAND

Stand Number:_____

Note: The Purchaser should please circle and sign next to the chosen stand on the plan below. House placement on the stand is subject to existing services and Building Line relaxation.
Agents to enquire with Developer regarding darker stands.





FICA Client Pack

Purchaser / Tenant

Dear Client

Re: COMPLIANCE WITH THE FINANCIAL INTELLIGENCE CENTRE ACT (ACT 38 OF 2001), AS AMENDED BY THE FINANCIAL INTELLIGENCE CENTRE AMENDED ACT (ACT 1 OF 2017)

The **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)**, designed to counter money laundering, has been promulgated. Property Practitioners have been designated as accountable institutions in terms of the ACT.
As an accountable institution, we may not establish a business relationship, or conclude a single transaction, with you, our Client, unless:

1. We take the steps prescribed by the ACT to establish and verify the identity of such Client.
2. We take the prescribed steps to identify the source of any funding (other than bank loans) required to conclude the transaction.
3. We keep a record of the details so obtained and verified for 5 years after the conclusion of the business relationship or single transaction, as the case may be.

The attached questionnaire which we ask you to complete and sign will ensure that both you and us comply with our obligations under the Act.

Whilst it may seem that these questions do constitute unwarranted intrusion into your affairs, we ask that you do complete the questionnaire fully, and we give our undertaking that the information supplied will not be divulged to any unauthorised person or instance.

Should the required information not be obtained and verified, we shall be in contravention of our legal obligations under the Act. Similarly, should any other Property Practitioner that you deal with not comply with the Act, that person or Estate Agency will be in contravention of their legal obligations under the Act. Anyone concluding a transaction with you without having satisfied such legal obligations would face the possibility of an extremely hefty fine, a term of imprisonment, or both.

Our Property Practitioner is registered with the Property Practitioners Regulatory Authority (PPRA), (a copy of the relevant Fidelity Fund Certificate is available on request) and is also bound by Act 112 of 1976 (The Estate Agency Affairs Act) and/or The Property Practitioners Act 22 of 2019 (which ever applies), to safeguard the interests and confidentiality of Clients at all times.

Thank you for your co-operation.

Yours faithfully

_____

PlusGroup Principal

I/We _____

and_____

hereby declare that I/we reside at _____

_____

I/We further declare that as far as I/we am/are aware I/we do not have access to any other documentation that contains more substantiating proof of my/our residential address due to the fact that all correspondence as well as any accounts I/we receive are sent to my post box address being: _____

_____

THUS DONE AND SIGNED at _____ on _____20_____

_____

AS WITNESS

_____ _____

PURCHASER / **TENANT** (Delete which is not applicable) **RSA Identity or Foreign Passport No.**

_____ _____

JOINT PURCHASER / **TENANT** (Delete which is not applicable) **RSA Identity or Foreign Passport No.**

Initial: _____

Purchaser / Tenant FICA questionnaire - Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. *Tick where applicable* ***(X)***

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? Yes ☐ No ☐

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes ☐ No ☐

   If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

Authorisation letter	☐	Power of attorney	☐	Other similar instrument	☐

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

   Yes ☐ No ☐ **If "yes", what is the Representative's full name?** _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

Authorisation letter	☐	Power of attorney	☐	Other similar instrument	☐

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

   _____

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction	☐	Business Relationship	☐

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

   _____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?
    (i.e. paper money, coins or traveller's cheques?) Yes ☐ No ☐

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

    Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

Head of state	☐	Member of the royal family	☐	Senior executive of a state-owned entity	☐	Senior judicial officer	☐
Cabinet member	☐	High rank in the military	☐	Senior member of political party	☐		

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

    _____

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

    Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

☐	President or deputy president of South Africa
☐	Leader of a political party
☐	Cabinet minister or deputy minister
☐	Member of a royal family
☐	Premier of a province
☐	Senior traditional leader
☐	MEC of a province
☐	Judge
☐	Mayor of a municipality

☐	Manager or CFO of a municipality
☐	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
☐	Head, accounting officer or CFO of a national or provincial department
☐	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
☐	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

    _____

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

Joint Purchaser / Tenant FICA questionnaire - Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. *Tick where applicable* ***(X)***

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? Yes [ ] No [ ]

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes [ ] No [ ]

   If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

Authorisation letter		Power of attorney		Other similar instrument	

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

   Yes [ ] No [ ] **If "yes", what is the Representative's full name?** _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

Authorisation letter		Power of attorney		Other similar instrument	

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

   _____

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction		Business Relationship	

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

   _____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?
    (i.e. paper money, coins or traveller's cheques?) Yes [ ] No [ ]

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

    Yes [ ] No [ ] If "yes", please indicate the position that you occupy(ied).

Head of state		Member of the royal family		Senior executive of a state-owned entity		Senior judicial officer	
Cabinet member		High rank in the military		Senior member of political party			

12 If you responded "yes" to the previous question, please indicate the source of your wealth.

   _____

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

    Yes [ ] No [ ] If "yes", please indicate the position that you occupy(ied).

	President or deputy president of South Africa
	Leader of a political party
	Cabinet minister or deputy minister
	Member of a royal family
	Premier of a province
	Senior traditional leader
	MEC of a province
	Judge
	Mayor of a municipality

	Manager or CFO of a municipality
	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
	Head, accounting officer or CFO of a national or provincial department
	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

    _____

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

This addendum entered into by the Purchaser/s and the Seller/s only amplifies the Principal Agreement with regards to the below provisions in order to comply with the Protection of Personal Information Act, 4 of 2013.

Property Description: _____

Seller: _____

Joint Seller: _____

(Full names & surname)

Purchaser: _____

Joint Purchaser: _____

(Full names & surname)

The Seller/s and the Purchaser/s (hereinafter collectively referred to as "**the parties**") mentioned above have entered into an agreement of sale of immovable property and understand that, for the transaction to proceed their personal information has to be shared with certain third parties. The parties therefore now hereby enter into this addendum in order to grant such consent.

The parties hereby expressly grant permission that their personal information contained in the agreement of sale and its annexures be shared with the mortgage bond originators or any other financial institutions for the purpose of obtaining a mortgage bond, the appointed conveyancing attorneys, the South African Revenue Services, the Financial Intelligence Centre, local municipalities, relevant body corporates or home owners associations, the offices of the Registrar of Deeds and the Master of the High Court, or any other third party for the purposes of finalizing the transaction as contemplated in the agreement of sale.

SIGNED by the **PURCHASER/S** at: _____ on _____

The Purchaser/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS	PURCHASER	JOINT PURCHASER

SIGNED by the **SELLER/S** at: _____ on _____

The Seller/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS	SELLER	JOINT SELLER

Agent's professional fee annexure to offer to purchase

Development: _____

Property or unit description: _____

Seller/developer: _____

Purchaser: _____

Joint Purchaser: _____

Agent: _____

The above-mentioned purchaser/s hereby acknowledge that he/she/they have been informed of the following:

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of 5 % (FIVE PERCENT) Plus VAT.

2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
   2.1. by the Purchaser/s; or
   2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
   then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.

3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
   3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
   3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.

4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.

5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

PURCHASER	JOINT PURCHASER	WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____

FOR AND ON BEHALF OF THE AGENT

ADDENDUM : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

Date: _____

Development: _____

Unit: _____

Property Address:

_____

Purchaser Name & Surname:

_____

This agreement is entered into between **Plus Group** ("the Company") and the undersigned **Independent Contracted Agent** ("Agent") freely and voluntary upon which signature the signatories confirm their understanding of the content hereof and the obligations and implications manifesting here from:

I, the undersigned Agent, unequivocally and irrevocably hereby confirm the following:

1. I have personally and physically accompanied the above-named Purchaser and/or his/her/its duly appointed and authorised nominee to view the exact property that the Purchaser is purchasing as duly described above and recorded per the Offer to Purchase;
2. I acknowledge that the Purchaser and/or his/her/its duly appointed and authorised nominee has completed their own property disclosure in my presence and on the same date with reference to the viewing per 1 above;
3. I confirm that I have expressly, and in no uncertain terms, informed the Purchaser that the unit will not be renovated, altered or modified to any extent whatsoever, and that the unit may not be in the same condition as the show unit;
4. In the event of any misrepresentation of whatsoever nature I will be personally be held liable for any reputational damage or claims made against Plus Group arising from this transaction and such misrepresentation, whether directly or indirectly;
5. Should it be found that I have breached any of the above confirmations/ undertakings or misrepresented any information or manipulated any fact or circumstances, or failed to adhere to any of the positive obligations imposed hereby, then in such event I will be personally held fully responsible and will not be entitled to any commission relating to this transaction and liable to any other consequential damages suffered by Plus Group. I shall furthermore be liable for all legal costs incurred by Plus Group in the enforcement of this agreement on the scale as between attorney and own client;
6. I furthermore wholly indemnify Plus Group and any its subsidiaries, directors, associates and personnel from any claims and ancillary relief such as legal costs manifesting from any contravention of this agreement and the anticipated transaction;
7. I accept that I am responsible for any commission claims arising from this introduction and viewing, even if any issues are later resolved.



8. I understand the importance and urgency of this declaration and confirm that all information provided herein is accurate to the best of my knowledge.

9. I confirm that I am aware of, and agree to comply with, the provisions of the **Property Practitioners Act, 2019 (Act No. 22 of 2019)** and all regulations issued by the **Property Practitioners Regulatory Authority (PPRA)**, including disclosure obligations, ethical conduct requirements, and commission entitlement rules. I understand that any false or misleading statement in this declaration may result in disciplinary action, legal consequences, and forfeiture of commission as provided for under the Act.

Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ **Date:** _____

Joint Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ **Date:** _____

Signature of Principal (Kobus Du Plessis): _____

Witness Name & Signature: _____ **Date:** _____