



HAMILTON ESTATE
KUILSRIVIER

Deed of Sale

Erf : _____

Portion / Erf No. _____

DEED OF SALE

Made and entered into by and between:

Registration No.

("the Seller" and "the Builder")

AND

whose full particulars appear in the Information Schedule, forming an integral part of this
Agreement

("the Purchaser")

INFORMATION SCHEDULE

A	SELLER AND BUILDER	
A1	Full name	
A2	Registration No.	
A3	Address in full (street address)	
A4	Telephone	
A5	Telefax	
A6	E-mail	
B	PURCHASER	
B1	Full names	_____
B2	ID/Registration No(s)	
B3	Address in full (street and postal addresses)	_____ _____ _____ Code _____
B4	Marital status	
B5	In / out of community	
B6	Telephone (W)	
B7	Telephone (H)	
B8	Cell Phone	
B9	Telefax	
B10	E-mail	
B11	Signatory for Purchaser:	Full names: Capacity:
C	THE PROPERTY	
C1	Description	Portion / Erf _____
C2	Extent	Approximately _____ square metres
C3	Estimated Transfer Date	
D	BUILDING WORKS	

D1	House Type			
D2	Commencement Date	AS CLOSE AS POSSIBLE TO TRANSFER DATE		
D3	Estimated Completion Date			
E	PURCHASE PRICE			
E1	Purchase Price (inclusive of VAT)		Property	Dwelling
		Price	R _____	R _____
		Deposit	R _____	R _____
		Balance Due	R _____	R _____
		Total Property Price :		
		Deposit payable: R _____		
		Total balance payable: R _____		
E2	Amount of Bond required	R _____		
E3	Balance of purchase price payable	R _____		

SUMMARY OF ANNEXURES

Annexure A	Proposed Site Development Plan
Annexure B	Site Diagrams
Annexure C	House Plans
Annexure D	Building Agreement
Annexure E	Extracts of the Consumer Protection Act
Annexure F	

1. PREAMBLE

- 1.1 The Seller is the owner and proposes a development thereon and to this end, is in the process of servicing and subdividing same.
- 1.2 The Seller has agreed to sell and the Purchaser has agreed to purchase the property described in C1 of the Information Schedule prefixed hereto, subject to the fulfilment of the conditions precedent recorded in this agreement.
- 1.3 The Builder has agreed to erect a dwelling on the property.

2. INTERPRETATION

- 2.1 In this agreement, unless the context otherwise indicates:
- 2.1.1 "the architect" means _____ ;
- 2.1.2 "completion certificate" means the completion certificates issued by the architect;
- 2.1.3 "the development" means a residential estate to be established on the property to be known as Hamilton Estate
- 2.1.4 "the dwelling" means the residential house to be constructed by the Builder on the property for and on behalf of the Purchaser with the chosen specifications as listed in "D" hereto;
- 2.1.5 "the information schedule" means the information schedule set out on pages 2 and 3 hereof which shall be deemed to be incorporated in this agreement and shall be an integral part thereof;
- 2.1.6 "the land" means _____ ;
- 2.1.7 "the land surveyor" means such land surveyor as may be appointed by the Seller for the purposes of this agreement;
- 2.1.8 "the prime rate" means a rate of interest per annum which is equal to the published minimum lending rate of interest per annum, compounded monthly in arrear, charged by FirstRand Bank Limited on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. (In the case of a dispute as to the rate so payable, the rate may be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding on the parties.);
- 2.1.9 "the property" means the property sold to the Purchaser in terms of this agreement as identified in C1 of the information schedule, comprising a vacant residential erf whereon the Builder is to erect a residential dwelling for the Purchaser;
- 2.1.10 "the Builder" means the party described as such in the information schedule;
- 2.1.11 "the Purchaser" means the party/ies described in the information schedule;
- 2.1.12 "the Seller" means the party described as such in the information schedule;

- 2.1.13 “the Seller’s attorneys” means Velile Tinto Cape Inc.
 - 2.1.14 “the signature date” means the date upon which this agreement is signed by the party who signs same last in time;
 - 2.1.15 “transfer date” means the date of registration of transfer of the property in the name of the purchaser in the deeds office;
 - 2.1.16 “the Dwelling” means all the activities which are required to be undertaken to erect a residential dwelling unit on the property for purposes of handover to the Purchaser;
 - 2.1.17 “VAT” means value-added tax at the applicable rate in terms of the Value Added Tax Act No 89 of 1991 or any statutory re-enactment or amendment thereof.
- 2.2 The headnotes to the paragraphs in this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

3. SALE OF THE PROPERTY

The Seller hereby sells and the Purchaser hereby purchases the property, subject to and upon the terms and conditions contained in this agreement.

4. PURCHASE PRICE AND METHOD OF PAYMENT

- 4.1 The purchase price of the property shall be the amount stated in paragraph E1 of the information schedule.
- 4.2 The dwelling price shall be the sum referred to in paragraph E1 of the information schedule.
- 4.3 The Purchaser shall pay the Seller’s attorneys the deposit for the property as stated in the information schedule simultaneously with signature of this agreement by the Purchaser which deposit shall be held in trust by the Seller’s attorneys and invested in an interest bearing account in accordance with the provisions of section 26 of the Alienation of Land Act No 68 of 1981 (as amended) with interest to accrue to the Purchaser. The provisions of this clause 4.3 shall constitute authority to the Conveyancers, in terms of Section 78(2A) of the Attorneys Act, to invest the deposit.
- 4.4 The balance of the purchase price of the property shall be paid to the Seller on the transfer date.
- 4.5 The contract price for the dwelling as specified in E1 shall be payable by the Purchaser to the Seller in instalments at various stages of completion of the dwelling as set out below:
 - 4.5.1 In the event of no mortgage finance (as referred to in Clause E2) being required by the Purchaser, payment of the dwelling price shall be as follows:
 - 4.5.1.1 the first instalment equivalent to 20% (TWENTY PERCENT) of the dwelling price shall be paid on completion for the floor slab;
 - 4.5.1.2 the second instalment equivalent to 25% (TWENTY-FIVE PERCENT) of the dwelling price shall be paid on completion of the brickwork to the wall plate level;

- 4.5.1.3 the third instalment equivalent to 25% (TWENTY-FIVE PERCENT) of the dwelling price shall be paid on completion of the roof and ceiling;
 - 4.5.1.4 the fourth instalment equivalent to 20% (TWENTY PERCENT) of the dwelling price shall be paid on completion of cupboards, electrical wiring and plumbing;
 - 4.5.1.5 the final instalment equivalent to 10% (TEN PERCENT) of the dwelling price shall be paid on completion of the dwelling in all respects in accordance with the approved buildings plans, and specifications as per attached annexures, but prior to the date of occupation or tendered occupation, provided that the Purchaser shall not be entitled to take occupation of the dwelling until such time as the final instalment has been paid.
 - 4.5.1.6 The Purchaser shall at the request of the conveyancers provide them and/or a third party whom they may nominate, with a Bank or Financial Institution or other acceptable guarantee for the payment of the dwelling price. Such guarantee shall be provided not later than ten (10) days after being requested to do so by the conveyancers.
- 4.6 In the event of the Purchaser requiring Mortgage finance as referred to in E2 of the information schedule and such mortgage bond being granted, payment shall be made by way of progress payment draws as determined by the relevant Bank or Financial Institution, to the satisfaction of the Builder.
- 4.7 The Purchaser hereby irrevocably undertakes to sign all necessary progress payment application forms, made payable to the Builder, upon being requested to do so by the Builder or the conveyancers. The Purchaser accordingly hereby cedes to the Builder his right to receive payment of such progress payment draws.
- 4.8 In the event of the final payment draw being less than the balance of the contract price, the Builder will require the Purchaser to pay such shortfall immediately.
- 4.9 Within 30 days after signature of this agreement, the Purchaser shall furnish the Builder with an irrevocable guarantee issued by a registered commercial bank for the due payment of the balance of the purchase price of the property and the balance of the price of the dwelling.
- 4.10 Alternatively to 4.9 above, the Purchaser shall be entitled to pay into the trust account of the attorneys the balance of the purchase price of the property and the balance for the dwelling, to be held by such attorneys in an interest bearing trust account, interest to accrue for the benefit of the Purchaser until the date upon which payment of the relevant amount falls due to the Builder. Should the Purchaser elect to deposit the relevant amounts with the attorneys as contemplated aforesaid, the Purchaser shall irrevocably authorise the attorneys to release from the funds so received the payments due to the Builder in terms of the provisions of this agreement.
- 4.11 In the event of the Purchaser financing or part financing the purchase price of the property and the Dwelling by way of a loan from a Financial Institution, the Purchaser specifically acknowledges that it will be responsible for payment of interest on the aforesaid loan from date of registration of the bond and undertakes in favour of the Builder to ensure such interest is timeously paid in terms of the Loan Agreement between the Purchaser and the Financial Institution. In the event that the Purchaser requires that such interest is financed by the required mortgage bond referred to in clause 14 hereunder, the Purchaser undertakes to ensure the mortgage bond application makes provision for the Purchaser's such requirements.

- 4.12 The Purchaser hereby undertakes to provide the Attorneys with all such information and/or documentation required in order to comply with the Financial Intelligence Centres Act No. 38 of 2001 requirements, which information shall include, but not be limited to, proof of the Purchaser's Income Tax Registration Number, residential address and certified copies of identity documents or company, CLOSE corporation or Trust documentation as the case may be.
- 4.13 The Purchaser hereby acknowledges that he is aware that no monies can be invested as provided for herein until such time as the information required in terms of 4.12 is furnished to the Attorneys.

5. EXTENT AND TITLE CONDITIONS

- 5.1 The Purchaser shall accept transfer of the property subject to all conditions and servitudes benefiting or burdening the property imposed by any competent authority.
- 5.2 The Purchaser acknowledges that any boundary walls which may be depicted on the plans may or may not fall within the boundaries of his property with a possible resultant reduction in the physical size of his property, in which event the Purchaser agrees that he shall have no claim whatsoever against the Seller provided however that such reduction in the physical size of the Purchaser's property shall not be greater than 5% (five percent).
- 5.3 The Purchaser acknowledges that, in using the property, he will be bound by all the approvals of and conditions of approvals imposed by and all relevant authorities.

6. TRANSFER OF THE PROPERTY

- 6.1 Transfer of the property shall be passed by the Seller's attorneys and shall be given and taken upon the estimated transfer date as recorded in the Information Schedule or as soon as is reasonably possible thereafter.
- 6.2 Whilst there will be no transfer duty payable on this transaction considering that VAT is payable by the Seller on the purchase consideration, provided that the Seller's attorneys are instructed to attend to the registration of any mortgage bond that may be required, the Seller shall pay all costs of transfer and all bond costs (if any) (plus VAT on such costs), costs of all necessary affidavits and all other costs which have to be incurred in order to comply with the statutes or other enactments or regulations relating to the passing of transfer of the property. In the event of attorneys other than the Seller's Attorneys being instructed to attend to the registration of the mortgage bond, this will be at the expense of the Purchaser.
- 6.3 Should the Purchaser in any way delay the transfer of the property, then without prejudice to any other rights or remedies of the Seller in terms of this agreement, the Purchaser, with effect from the date which the Seller's attorneys certify to be the date upon which transfer ought reasonably to have been registered but for such delay, shall pay to the Seller:
- 6.3.1 interest at the rate charged from time to time and certified by the bank providing the Seller with development finance for the development;
- 6.3.2 the pro rata rates, taxes and levies and other proprietary charges payable in respect of the property.

7. POSSESSION, RISK AND PROPRIETARY AND MUNICIPAL CHARGES

- 7.1 The Seller shall give the Purchaser possession of the property on the transfer date.

- 7.2 All risk and benefit in the property shall be passed to the Purchaser on the transfer date.
- 7.3 Subject to the provisions of clause 5.3, the Purchaser shall be liable for a *pro rata* share of rates, taxes, levies and other proprietary charges payable in respect of the property with effect from the transfer date.
- 7.4 The Purchaser shall pay the Seller's attorneys the amounts payable in terms of clause 6.3 within 7 days after the date of despatch of written notice to the Purchaser requesting payment thereof.

8. BUILDING ON THE PROPERTY

The Builder undertakes in a proper and workmanlike manner to erect a residential house ("the Dwelling") on the property substantially in accordance with the house plans and specifications attached hereto as Annexures C and D. The Builder will supply all material and labour required for the Dwelling.

9. COMMENCEMENT AND COMPLETION

- 9.1 It is recorded that the Purchaser shall hand possession of the property to the Builder on the transfer date to enable the Builder to commence and complete the construction of the dwelling to be erected on the property.
- 9.2 The Builder shall be entitled to retain possession of the Dwelling until all amounts owed to the Builder under this Contract and under any other agreement or arrangement between the Builder and the Purchaser in connection with the Dwelling have been paid and all obligations of the Purchaser in terms of this Contract have been fulfilled.
- 9.3 The Builder shall commence the Dwelling on the transfer date of the Information Schedule or as soon thereafter as possible, provided that the Builder shall not be obliged, at its election, to commence the Dwelling until:
- 9.3.1 the Purchaser has furnished adequate security to the Builder's satisfaction for the balance of the building price which shall be payable on the completion date; and
- 9.3.2 all necessary consents, approvals, registrations or other authorities have been obtained; and
- 9.4 If commencement of the Dwelling is delayed for longer than a period of 6 months after the scheduled commencement date for any reason other than a reason attributable to the fault and/or omission of the Builder, then the Builder shall be entitled in its sole discretion to resile from this agreement, with neither party having any further claim against one another, other than a refund to the Purchaser of any deposit paid in terms hereof, or alternatively the Builder may claim an adjustment to the building price in accordance with any increases in the cost of material and/or labour which might in the interim have occurred. In the event of the parties not being able to reach agreement as to the adjustment to the building price, then a quantity surveyor appointed by the Builder shall determine the dispute and the quantity surveyor's determination shall be final and binding on the parties.
- 9.5 The Builder shall endeavour to complete the Dwelling by the date mentioned in item D3 of the Information Schedule.
- 9.6 If the commencement or completion of the Dwelling is delayed for less than four months for any cause whatsoever the Purchaser shall not have any claim against the Builder for damages or otherwise.

- 9.7 The Builder shall give to the Purchaser not less than 20 days notice in writing of the anticipated completion date of the works, provided, however, that the Builder shall, after having given the Purchaser notice as contemplated aforesaid, be entitled to postpone the completion date by giving further notice to the Purchaser to this effect within 21 days after dispatch by the Builder of the first notice mentioned herein.
- 9.8 For purposes aforesaid, the occurrence of any one of the following shall constitute the date of completion of the Dwelling:
- 9.8.1 the date of formal handing over of the keys to the Dwelling by the Builder to the Purchaser and the signing by the Purchaser of a handing-over certificate in acknowledgment thereof; or
- 9.8.2 the date of the issue of a certificate signed by the architect stating that the Dwelling have been satisfactorily completed provided however it shall be issued as provided for in Section 16(3)(b) of the Consumer Protection Act No. 68 of 2008.
- whichever of these dates shall be the earliest.
- 9.9 Notwithstanding anything elsewhere provided for in this agreement all amounts owing in terms of this agreement which have not already been paid in terms of the provisions of this agreement shall be forthwith payable on the completion date.
- 9.10 The risk in the Dwelling shall pass wholly and entirely to the Purchaser as from the completion date.

10. SITING AND FINISHES OF BUILDINGS

- 10.1 Should it for any reason in the Builder's sole discretion be required, whilst written notice shall be given by the Builder to the Purchaser in relation thereto, the Builder shall be entitled to make the necessary minor changes where it in the Builder's sole discretion considers it necessary to alter the siting of either the dwelling house or outbuildings or both from the positions shown on the site layout and drawings forming part of the annexures hereto, subject to the condition that any additional costs incurred in making these alterations shall be borne by the Builder.
- 10.2 The Purchaser shall have no claim of whatsoever nature or howsoever arising against the Builder for damages as a result of a change of or an error in the siting of the dwelling house or outbuildings or both provided however that the said change of all errors in the siting is not resultant from gross negligence on the part of the Builder.
- 10.3 The Purchaser shall make an election from the choices of finishes available within the time period stipulated in writing by the Builder to the Purchaser.
- 10.4 In the event that the finishes required by the Purchaser are not available or obtainable after consultation had between the Builder and the Purchaser, the Builder shall in its sole discretion be entitled to select similar finishes.
- 10.5 The Purchaser undertakes to co-operate with the Builder and to provide all information necessary for the due completion of the Dwelling. The Purchaser shall be responsible for all costs related to delays in terms of 10.3, 10.4 and 10.5.

11. VARIATIONS

Should the Purchaser, after signature of this agreement, require that any aspect of the Dwelling be varied and/or any extra work be carried out by the Builder, then such request shall be made in writing whereupon the Builder may (but is not obliged) to submit a written quotation in respect of the cost of such variations/extras. On signature of the quotation by the Purchaser this agreement

will be deemed to be accordingly varied. All costs arising from such variations/extras shall be paid by the Purchaser to the Builder prior to the Builder proceeding with such Dwelling.

12. BUILDING ACTIVITIES AND PHASING OF SERVICES

- 12.1 The Purchaser acknowledges that the building activities to be carried out on the properties forming part of the Hamilton Estate Development may result in the Purchaser suffering inconvenience due to, amongst other, dust, noise and other inconveniences associated with building activities.
- 12.2 The Purchaser shall have no claims against neither the Seller nor the Builder arising from the building activities to be carried out on properties forming part of the Development.

13. GUARANTEES

- 13.1 The Builder guarantees the Dwelling:
- 13.1.1 in respect of major structural defects a period of five (5) years from the completion date; and/or
- 13.1.2 in respect of the roof of any portion of the Dwelling in respect of leakage for a period of one (1) year from the completion date.
- 13.2 The Purchaser shall be entitled, within thirty (30) days from practical completion, to submit to the Builder a defect list in writing relating to any defects covered by the guarantee and the Builder shall be afforded a reasonable period of time within which to make good the defects provided that the Purchaser shall not be precluded from exercising their rights in terms of Section 56 read with Section 55 of the Consumer Protection Act No. 68 of 2008 insofar as they may be applicable (See Annexure E). Notwithstanding anything to the contrary herein contained, the Seller shall not be responsible for any loss or damage which the Purchaser may suffer by any act or omission whatsoever, with the exception of gross negligence as defined in Section 51 of the Consumer Protection Act (see Annexure E) on the part of the Seller, its servants, employees, Builders or agents, nor shall the Seller be responsible for any loss or damage of any description whether to the property or person which the Purchaser or any person may suffer by reason of any unit and/or any other part of the building and/or the property at any time falling into a defective state or by reason of any construction of any other buildings and/or improvements conducted by the Seller on the property or any portion thereof. The Purchaser shall not be entitled for any of the said reasons or for any other reason whatsoever to withhold payment of any moneys due to the Seller in terms hereof.
- 13.3 Save for the above guarantees and the standard NHBRC guarantees which will be provided by the Builder or a company associated with the Builder, no other guarantees/warranties of any nature are given in respect of the Dwelling.
- 13.4 Such guarantees as may be received by the Builder in respect of any item incorporated in the Dwelling shall, to the extent that the Builder is entitled to do so, be passed on to the Purchaser with effect from the completion date.

14. BOND

This Agreement of Sale is subject to the Purchaser being granted a loan by a Bank or other like financial institution for the amount referred to in E2 or such lesser amount as is acceptable to the Purchaser which loan is to be secured by the registration of a mortgage bond(s) simultaneously with transfer in the name of the Purchaser. Such loan shall be granted and written proof thereof given to the Seller's Conveyancers within 21 (twenty one) days of the date of this Agreement or within such extended period as the Seller in its sole discretion may allow, failing which this Agreement shall lapse.

15. BROKERAGE

The Seller shall pay the brokerage due in relation to this transaction to the relevant appointed agent.

16. DIRECT MARKETING AND COOLING OFF PERIOD

The Purchaser, in the event of having concluded this agreement as a result of Direct Marketing as defined in the provisions of the Consumer Protection Act No. 68 of 2008, confirms that he/she/it has been informed of his rights as provided for in Section 16 read with Section 20 (2) (a) of the aforementioned Act (the provisions of which are detailed in Annexure E), to rescind a transaction, without reason or penalty, within 5 (five) business days after the later of the date on which:-

16.1 the transaction or agreement was signed; or

16.2 the goods that were the subject of the transaction were delivered to the consumer.

17. CONDITIONS PRECEDENT

The sale is subject to the fulfilment of the following conditions:-

17.1 The Seller being successful in its application for the rezoning and the subdivision of the land and securing all and any approvals required from all relevant local authorities for the proposed development on/or before;

17.2 The Seller, in its sole discretion, securing satisfactory pre-sales for the proposed development on/or before.

18. BREACH BY PURCHASER

18.1 If the Purchaser commits a breach of this agreement and/or fails to comply with any of the provisions hereof, then the Seller and/or Builder shall be entitled to give the Purchaser 7 days' notice in writing to remedy such breach and/or failure and if the Purchaser fails to comply with such notice, then the Seller and/or Builder shall forthwith be entitled (but not obliged) without prejudice to any other rights or remedies which the Seller and/or Builder may have in law, including the right to claim damages:

18.1.1 to cancel this agreement (in which event the Purchaser shall forfeit all monies paid to the Seller and/or Builder, its attorneys or its agent(s) in terms of this agreement); or

18.1.2 to claim immediate performance and/or payment of all the obligations of the Purchaser in terms of this agreement, including payment of unpaid balance of the purchase price.

18.2 Should the Seller and/or Builder take steps against the Purchaser pursuant to a breach by the Purchaser of this agreement, then without prejudice to any other rights which the Seller and/or Builder may have, the Seller and/or Builder shall be entitled to recover from the Purchaser all legal costs incurred by it including attorney/client charges, tracing fees and such collection commission as the Seller and/or Builder is obliged to pay to its attorneys.

18.3 Without prejudice to all or any of the rights of the Seller and/or Builder in terms of this agreement, should the Purchaser fail to pay any amount due by the Purchaser in terms of this agreement on due date, then the Purchaser shall pay the Seller and/or Builder interest thereon at the prime rate plus 3% calculated from the due date for payment until the actual date of payment, both dates inclusive.

18.4 The Seller and/or Builder shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this agreement in any magistrate's court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such magistrate's court in respect of the cause of action or the amount claimed.

19. COMPANY OR CLOSE CORPORATION TO BE FORMED

If the person signing as Purchaser acts or purports to act as agent or trustee for a company or close corporation not yet incorporated or formed:

19.1 such person undertakes personally that the company or close corporation will be formed within 30 (thirty) days of signature and will within 14 (fourteen) days of being incorporated or formed, adopt or ratify this agreement without modifications.

19.2 if the said company or close corporation is not incorporated or formed within the period prescribed in clause 20, or having been incorporated or formed does not adopt or ratify this agreement within the period of 14 (fourteen) days, then such person shall be deemed to be the Purchaser in terms of this agreement.

19.3 if the said company or close corporation is incorporated or formed and does adopt or ratify this agreement as contemplated in 20, then such person is hereby bound in favour of the seller as surety and co-principal debtor *in solidum*, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of:-

19.3.1 this agreement; or

19.3.2 any cancellation of this agreement; or

19.3.3 section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a Court of this agreement, in the event of the of the said company or close corporation being wound-up.

20. COMPANY, CLOSE CORPORATION OR TRUST ALREADY FORMED

If this agreement is signed by a person acting or purporting to act for and on behalf of a company, close corporation or trust (other than one not yet incorporated or formed) such person hereby warrants that the company, close corporation or trust as the case may be is in existence and is registered and that he is duly authorised to sign this agreement on its behalf, and he is hereby bound in favour of the Seller as surety and co-principal debtor *in solidum*, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company, close corporation or trust in terms of or arising out of:-

20.1 this agreement; or

20.2 any cancellation of this agreement; of

20.3 section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a Court of this agreement, in the event of the said company, close corporation or trust being wound-up.

21. CO-OPERATION

21.1 Each of the parties hereby undertakes to:

21.1.1 sign and/or execute all such documents (and without limiting the generality of the foregoing, same shall include the execution of the necessary power of attorney and transfer duty declarations);

21.1.2 do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts; and

21.1.3 pass, and to procure the passing of all such resolutions of directors or shareholders of any company, or members of any close corporation, or trustees of any trust, as the case may be;

to the extent that the same may lie within the power of such party and may be required to give effect to the import or intent of this agreement, and any contract concluded pursuant to the provisions of this agreement.

21.2 The Purchaser undertakes to sign all necessary transfer and bond documents and to pay all costs of transfer within 5 days of having been requested to do so by the Seller's Attorneys.

22. NOTICES AND DOMICILIA

22.1 Each of the parties chooses as its exclusive address/es ("*domicilium*") for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this agreement at their respective addresses or telefax numbers set forth in the information schedule.

22.2 Each of the parties shall be entitled from time to time, by written notice to the other to vary its exclusive address/es to any other address within the Republic of South Africa which is not a post office box.

22.3 Any notice given and any payment made by a party to any of the others ("the addressee") which:

22.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

22.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.

22.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by telex and/or facsimile. Communications by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee one hour after the time of transmission.

23. GENERAL PROVISIONS

23.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this agreement or their duly authorised representatives.

23.2 This document contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this agreement.

23.3 No indulgence, leniency or extension of time which any party may grant or show to any other party, shall in any way prejudice or preclude the party granting or showing such indulgence, leniency or extension of time from exercising any of its rights in the future.

24. OCCUPATION

- 24.1 Vacant occupation shall be taken by the purchaser on _____ from which date the purchaser shall be liable for all rates and taxes. The purchaser will furthermore from the date of occupation be liable for water and electricity consumed.
- 24.2 If the date of occupation does not coincide with the date of registration of transfer, the purchaser shall pay to the seller occupational rental at the conveyancer's offices in the amount of _____ (_____) per month (or any pro-rata portion thereof), the first instalment due and payable on the date of occupation and further monthly instalments thereafter on or before the 1st day of each and every succeeding month, in advance, until date of actual transfer of the property.
- 24.3 Should occupation be given to the purchaser before date of transfer, the purchaser shall not be entitled to effect any alterations or additions to the property without the prior written consent of the seller. In the event that the purchaser undertakes alterations or additions with the consent of the seller, the purchaser shall first obtain and furnish the seller's conveyancer with a written waiver of builder's lien. In the event of this agreement being cancelled for any reason whatsoever, the seller shall have the option to either accept the alterations and/or additions without paying compensation to the purchaser or to have the property restored to the condition that it was in prior to such alterations and/or additions, for the purchaser's costs.
- 24.4 Should the purchaser effect any such alterations and/or additions without the seller's written consent, the purchaser waives any claims which it otherwise may have had against the seller for any reason whatsoever and indemnify the seller against any claims for enrichment and/or improvement in the value of the property and/or which he/she may have for any other reason.
- 24.5 No lease shall be created by the purchaser taking occupation prior to the transfer and the purchaser's right of occupation shall terminate on cancellation of the sale, for whatever reason the sale is cancelled.

SIGNED at this day of 2016.

AS WITNESSES:

for and on behalf of:
the Seller and the Builder

1. _____

2. _____

Authorised signatory, who warrants that he/she is duly authorised hereto

SIGNED at this day of 2016.

AS WITNESSES:

For and on behalf of:
the Purchaser

1. _____

2. _____

Purchaser or his/her/its duly authorised agent who warrants that he/she is duly authorised hereto

HAMILTON ESTATE BUILDING AGREEMENT

1. PARTIES

The parties to this agreement are:

1.1

And

1.2 The party referred to in the Information Schedule.

2. GENERAL

2.1 Interpretation

In this agreement the following terms and expression shall have the meanings ascribed to them hereunder unless the context specifically required otherwise-

2.1.1 **BUILDER** the party referred to in 1.1;

2.1.2 **EMPLOYER** the **PARTY** referred to in Information Schedule;

2.1.3 **PRICE STRUCTURE** shall mean all costs as per Schedule A hereto, which will be supplied by the Builder as part of the execution of the works in terms of this agreement;

2.1.4 **PLAN** a copy of which is annexed hereto as Annexure C and shall for the purpose of this agreement means the signed drawings of the works, which shall form the basis for drawings to be submitted to relevant Local Authorities for approval. Upon approval thereof the approved plan shall substitute the drawings and be deemed to be the plan selected and approved by the parties for the purpose of this agreement and the execution of the works in terms hereof;

2.1.5 **BASIC SPECIFICATIONS** shall mean the detailed specifications and finishing schedule annexed hereto as Annexure C and shall comprise the standard specifications and finishes which will be supplied by the Builder as part of the execution of the works in terms of this agreement.

2.1.6 **UPGRADE SPECIFICATIONS** shall mean the upgrading from the basic specifications to the specifications describe as per Annexure C hereto, which would be supplied by the Builder as part of the execution of the works in terms of this agreement.

2.1.7 **ADDITIONAL COSTS** shall mean all costs as per Annexure F hereto, which will be supplied by the Builder as part of the execution of the works in terms of this agreement.

2.1.8 **DEVELOPMENT** the proposed housing development known as **HAMILTON ESTATE** of which the erf forms part.

2.1.9 **ERF** the property to be registered in the name of the employer as indicated in Information Schedule and the Site Development Plan (Annexure A) to the Deed of the Sale.

2.1.10 **PARTIES** a collective reference to the Builder and the employer and the "party" means one of them;

2.1.11 **DAY** any **DAY** of the week, including Sundays and South African Public Holidays:

2.1.12 **CONVEYANCERS** Velile Tinto Cape Attorneys (Kenilworth) (Ref: Abdullah Salie)

2.1.13 **AGREEMENT** the building agreement in respect of the works and as set out in these documents between the employer and the Builder;

2.1.14 **WORKS** the building works to be conducted on the erf by Builder in accordance with the plan, basic specifications and, if the specifications;

2.1.14 **ARCHITECT** the architect appointed by the Builder from time for the purpose of the execution of the works;

2.1.15 **WARRANTEE** shall mean the warrantee by the Builder as set out in Annexure A hereto.

2.2 Indulgence

Any indulgence in respect of time or anything else granted by a party to the other will not be considered to impair any of the rights of such party in terms of the agreement, or effect any right of whatsoever party;

2.3 Exclusion of other agreements

The agreement cancels and supercedes all other contracts entered into by the parties before the date of this agreement and any amendment, addition hereto or consensual cancellation thereof will be of no force or effect unless it appears in writing and is signed by the parties hereto.

2.4 Clause Headings

The head notes in this agreement are used only for the purpose of reference and shall in no way effect or govern the construction or interpretation of this agreement.

3. SUBJECT MATTER

- 3.1 The Builder undertakes in a proper and workmanlike manner to execute the works against payment of the contract sum referred to in clause 4.
- 3.2 The works shall be substantially in accordance with the plan and specifications provided that the Builder shall be entitled in his discretion to deviate from the plan and basic specifications if, during the building and construction of the works it appears that such deviation will result in the most significant, practical and economical completion of the works without essentially deviating from the plan or having negative effect on the quality and finishing of the works.
- 3.3 In the event of any discrepancy arising from the plan and the basic specifications the provisions of the basic specifications shall prevail.
- 3.4 The employer irrevocably grants a power of attorney to the Builder to sign and submit the necessary drawings and specifications to the Local Authority for its approval.

4. CONTRACT SUM

The contract sum referred to in the price structure shall be subject to any variations referred to in the upgrade to specifications. The additional costs be the sum referred to in Annexure F hereto, which sum is inclusive of vat and shall be payable by the employer to the Builder as specified in Annexure B hereto.

5. PAYMENT OF THE CONTRACT SUM

- 5.1 Payment of the contract sum shall be made by the employer to the Builder in progress payment instalments as per Annexure F and according to the standard procedure of the financial institution concerned, where a bond is applicable. In a case where a part of the contract price is financed by a bond the employer undertakes to pay the first part of the contract price as indicated on Annexure B and the bond be utilized for the later payments.
- 5.2 Should there be any dispute between the parties, then the matter will be referred to the architect whose determination will be final and binding on the parties. Details of the Architect is as follows:
- 5.3 Any agreed payments not paid on the due date will bear interest in accordance with the Provisions of Clause 6 below from due date to date of final payment.
- 5.4 In the event of any part of the contract sum being payable from the proceeds of a building loan secured by a mortgage bond obtained from a financial institution then the employer irrevocably cedes the contractual sum equal to the outstanding balance of the contract sum or the total proceeds of the building loan, whichever is the lesser.

5.5 In the event of an employer failing or refusing to authorize payment of any interim of final draws, the Builder shall be entitled without prejudice to any other rights which he may have in terms of this contract in law to discontinue the works forthwith and all damages arising, costs include that additional interest accrued shall be for the account of the employer.

6. COMMENCEMENT AND COMPLETION OF BUILDING

6.1 The Builder shall commence the works after the transfer of the plot but he shall not be obligated to commence the works until:

6.1.1 The employer has furnished adequate security to the Builder's satisfaction for the whole of the contract sum; and

6.1.2 All necessary consents, approvals, registrations or other authorities have been obtained; and

6.1.3 The plot is registered in the name of the employer and the employer's bond (if applicable) has been registered;

6.2 If commencement of the works is delayed for longer than a period of one hundred and eighty (180) days as from registration signature hereof for any reason other than a reason attributable to the fault and/or omission of the Builder, then the Builder shall be entitled in its sole discretion to resign from this agreement, with neither party having any further claim against one another or alternatively claim an adjustment to the contract sum in accordance with any increases in the cost of material and / or labour which might in the interim have occurred. In the event of the parties being incapable of agreeing as to the adjustment to the contract sum, then a quantity surveyor appointed by the Builder shall determine the dispute and the quantity surveyor's determination shall be final and binding on the parties

6.3 Subject to any extensions permitted in terms of clause 4, the Builder shall complete the works within nine (9) months after commencement,

6.4 If the commencement or completion of the works is delayed for any cause whatsoever beyond the Builder's control or if any building industry holidays, whether statutory or recognized generally as customary in the industry fall with the contract period, then the Builder shall be entitled to a fair and reasonable extension of time for the completion of the works and the employer shall not for that reason have any claim against the Builder for damages or otherwise.

6.5 The occurrence of one or more of the events detailed in clause 6.6 below shall constitute complete proof of the satisfactory completion of the works by the Builder and shall determine the completion date and the Builder shall be discharged completely from all obligations expressed or implied under this contract and any variation thereof or addition thereto and the employer shall have not further claim on the Builder, save as specifically otherwise provided herein.

6.6 For purposes aforesaid, the occurrence of any one of the following shall constitute the completion date.

6.6.1 The date of formal handing over the keys to the works by the Builder to the employer and the signing by the employer of a handing-over certificate in acknowledgement thereof; or

6.6.2 The date which occupation of the works is taken by the employer or his agent;

6.6.3 After notice by the Builder to the employer that the final section of the works has been completed and all inspection have been done and tests passed by the mortgagee or relevant authority and the works are available for occupation by the employer;

6.6.4 The date of issue of a certificate signed by a practicing architect nominated by the Builder stating that the works have been satisfactorily completed, whichever of these dates shall be the earliest.

6.7 Notwithstanding anything elsewhere provided for in this agreement, all amounts owing in terms of this agreement which have not already been paid in terms of the provisions of this agreement shall be forthwith payable on the completion date.

6.8 The employer must within 21 (twenty one) days after the completion date notify the Builder in writing of any visible defects, which will be rectified within the one month permitting access. This

list shall be regarded as a final and complete defect list but shall not constitute the right to withhold final payment.

6.9 The risk in the works shall pass wholly and entirely to the employer as from the completion date.

7. UNDERTAKING BY THE EMPLOYER

The employer undertakes in terms of the deed of sale concluded between the employer and **SHINING OAK INVESTMENTS 7 (PTY) LTD**, to become and remain the registered owner of the erf pending payment of the full contract sum to the Builder and the passing of risk to the employer.

8. INTEREST

Any agreed amount due by the employer to the Builder not paid on due date shall bear interest at the rates of 2% above the rate of interest payable by the Builder to his financier or the minimum lending rate ruling of ABSA from time to time, whichever is the higher, from the date such amount becomes due by the employer to the Builder until the date of payment thereof.

9. POSSESSION

9.1 The Builder shall be entitled to:

9.1.1 Receive full possession of the erf when he is due to commence the works;

9.1.2 Retain possession of the works until all agreed amounts owed to him under this agreement and the employer in connection with the works have been paid and all obligations of the employer of this contract have been fulfilled.

10. BREACH

10.1 Should the employer's estate be finally sequestrated and-or liquidated (as the case may be), placed under judicial management or should the employer commit a breach of any of the terms of this contract (including failing to make any payments on due date) and fail to remedy such breach within fourteen (14) days of date of dispatch by the Builder of written notice calling upon the employer to remedy such breach, the Builder shall in such circumstances forthwith be entitled to terminate this contract without prejudice to any rights which the Builder may have in terms of this contract or in terms of law.

10.2 In the event of the Builder being obliged and/or electing to cancel the agreement in accordance with the preceding paragraph, then the following shall occur:

10.2.1 A quantity surveyor appointed by the Builder shall assess the amounts due to the Builder in terms of works completed to date and any portion thereof which has not already, by virtue of progress payments being paid, shall forthwith be payable.

10.2.2 As genuinely pre-estimated damages for the breach of the terms and conditions of this agreement by the employer, the employer shall be liable to pay to the Builder an amount calculated as follows:

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

10.3 If the Builder shall make default in any of the following respects:

10.3.1 Without reasonable cause wholly suspends the works before completion;

10.3.2 Without reasonable cause refuses to proceed with the works with reasonable diligence;

10.3.3 Refuse, after notice in writing from the employer, to remove defective work or improper materials within a reasonable period of time then, and in such an event, if the default shall continue and not be remedied notwithstanding fourteen (14) days written notice to the Builder by the employer specifying the nature of the specific default, the employer may without

prejudice to any other right he may have in terms of this contract or in law, by written notice cancel the agreement and look to the Builder for damages suffered by the employer by reason of such default and cancellation.

11. MAGISTRATE'S COURT JURISDICTION

For the purposes of all or any Court proceedings herein, the employer and Builder hereby consent to the jurisdiction of any magistrate's court having jurisdiction over the intended defendant.

12. GUARANTEES

At the date of completion and providing that the employer has paid the full amount to the Builder in terms of the agreement then the Builder shall:

- 12.1 Make good any latent defects due to material and/or workmanship, which manifest itself within a period of three (3) months from the completion date.
- 12.2 After occupation, any repairs will be done during working hours, Monday to Friday. No exception will be made.
- 12.3 During a period of five years make good any structural defects of the building, which manifests themselves with the aforesaid period, in accordance with the Housing Consumers Protection Measures Act, 95/1998 and the Regulations promulgated in terms of the said act (NHBRC).

13. PUBLIC LIABILITY INSURANCE

The Builder shall reasonably insure against public liability on or around the works from the commencement of building operations on completion of the works in terms of this contract and until the risk in the works has passed to the employer.

14. EXEMPTION FROM LIABILITY

Where the erf supplied to the employer the Builder shall be exempted from liability for making good damage caused by surface water, storms or rainwater, ground containing clay or other shifting soil, settlement or cracking, erf tremors, geological disturbances and/or subsidence, the nature of the subsoil or terrain and the moisture content of the subsoil and shall under no circumstances be responsible for any consequential damage arising there from.

15. CESSION OF GUARANTEES

Such guarantees as may be received by the Builder in respect of any item incorporated in the works shall, to the extent that the Builder is entitled to do so, be passed on to the employer.

16. VARIATIONS

- 16.1 Should the employer, after signature of this agreement, require that any aspect of the works be varied and/or any extra work be carried out by the Builder, then such request shall be made in writing whereupon the Builder may (but is not obliged to) submit a written quotation in respect of the cost of such variation/extra. On signature of the quotation by the employer this agreement will be deemed to be accordingly varied. All costs arising from such variation/extra shall be paid by the employer to the Builder prior to commencement of the works.
- 16.2 Notwithstanding the above and in the event of the parties inadvertently failing to follow the procedures prescribed should the parties in fact have agreed to any extras/variations but have failed to agree on the cost thereof and/or should the parties be unable to agree as to whether any works do comprise an extra/variation, such dispute will be referred to an architect appointed by the Builder, who will determine the dispute and whose determination will be final and binding on the parties.

17. SUSPENSIVE CONDITIONS

- 17.1 This entire agreement is subject to the conclusion of a deed of sale relating to the sale of the erf by **SHINING OAK INVESTMENTS 7 (PTY) LTD** to the employer and the fulfilment of all and any suspensive conditions which might be contained in such sale agreement within the periods therein prescribed.
- 17.2 The provisions of the agreement shall only become enforceable upon:
- 17.2.1 The granting by the financial institution of a long term loan in favour of the employer against security of a first mortgage bond to be registered in respect of the property and,
- 17.2.2 The conclusion of a deed of sale between the employer and **SHINING OAK INVESTMENTS 7 (PTY) LTD**.
- 17.3 In the event that the suspensive conditions mentioned in par. 17 are not fulfilled within 21 (twenty one) days after signature hereof by the Builder, this agreement shall lapse in entirety and neither party shall be liable to the other for any loss or damage suffered as a result of non-fulfilment.

18. NOTICE

Any notice given in terms of the agreement shall be delivered by hand, sent by fax or sent by registered post, in which event it shall be deemed to have been received if faxed or hand-delivered within one (1) day of faxing and/or delivery and if posted within three (3) days of posting.

19. DOMICILIUM CITANDI ET EXECUTANDI

The parties hereby choose their respective *domicilia citandi et executandi* for all purposes of contract at:

EMPLOYER: At the address specified on Information Schedule hereto.

BUILDER:

SHINING OAK INVESTMENTS 7 (PTY) LTD: Or at such other address either party may from time to time by written notice direct.

20. WHOLE CONTRACT

This document constitutes the entire agreement concluded between the parties and no warranties or undertakings or representations other than those specifically recorded herein may be relied on by either of the parties. This document may furthermore not be modified, varied or consensually cancelled other than in writing, duly signed by both parties.

21. AGREEMENT NOT BINDING UNTIL SIGNED

The agreement shall not be binding upon the parties until the Builder has confirmed acceptance thereof by virtue of a director signature or his nominee on these documents. In the event of the Builder being a principal or a partnership the signature of such principal or partner shall be binding on the parties hereto.

This agreement is indivisible from an agreement entered into between the parties in respect of the purchasing of the plot. Fulfilment of the suspensive conditions of the deed of sale in respect of the plot as well as the suspensive conditions in this agreement is required before any of the two agreements can be made and become effective.

22. REMOVAL OF ALTERATION OF DRAINS AND PIPES

Prepared by: Velile Tinto Cape Attorneys
Kenilworth Office
(021) 657 6300

The Builder reserves the rights to alter the position of any drain or drain pipe as shown on the working drawings to suit the level of the ground should it be necessary.

23. EMPLOYER NOT TO GIVE INSTRUCTION TO BUILDER SERVANTS

The employer shall have the right of inspection of the works carried out by the Builder, provided that the employer shall at all times be accompanied by either the Builder or one of its duly appointed agents, but he shall not personally or through his agent be entitled to issue instructions to any of the Builder's workmen or subcontractors or any other person employed or acting on their behalf.

24. RETENTION OF OWNERSHIP

Notwithstanding anything to the contrary herein contained, ownership of all materials build onto the site shall remain vested in the Builder until such time as all amounts due in terms of this agreement has be paid in full. The provisions of this paragraph shall apply notwithstanding the fact that such materials may have otherwise exceeded to the erf or any building situated on the erf.

25. SECURITY ARRANGEMENTS AND COSTS THEREOF

In the event of the contract period being extended due to any breach of contract by the employer or the employer not taking possession immediately when called upon to do so in terms of this agreement or should there be any delay in completing finishes or items that are to be specified by the employer due to non availability or failure by the employer to specify the said finishes or items promptly when called upon to do so in terms of this agreement, then the Builder shall, be entitled to engaged a security guard and watchman shall be immediately due owing and payable by the employer. The decision as to whether there is a delay or any failure as contemplated herein and the decision to engage a guard shall be taken solely by the Builder. The Builder's decision in this regard shall be final.

26. ACCESS AND INCONVENIENCE

The employer acknowledges that the development will be an ongoing process and that certain inconvenience may be caused thereby. The Builder shall not be held liable for such inconvenience or any damages that flow there from and shall be entitled, (where necessary) to enter upon the property for purposes of obtaining access to adjoining erven in the course of such development.

27. THE RIGHT TO SUBCONTRACT

The Builder is entitled to enter into contracts with any third; party to subcontract any of the works, provided that the rights of the client in terms of this agreement as against the Builder shall not be affected in any way by such subcontracting agreement.

28. CANCELLATION BY EMPLOYER

The employer acknowledges that, by reason of his signature hereto, the Builder will incur certain necessary costs or charges relating inter alia to the processing of the agreement document, the preparation of plan and drawing relative to any loan/mortgage bond application and services rendered.

In the event therefore, of the employer electing to cancel this agreement for whatever reason, and notwithstanding the suspensive conditions (if any) relating to loan/mortgage bond finance contained in the deed of sale in respect of the employer of the property, the employer assumes liability, without recourse, for payment to the Builder of cancellation costs, as follows:

The sum of R5 000.00 (Five Thousand Rand) if cancellation is effective prior to the granting of loan finance (if any);

The sum of R8 500.00 (Eight Thousand Five Hundred Rand) if cancellation is effective after granting of required loan/Mortgage Bond (if any) but prior to commencement of the works; or

Should the employer cancel after commencement of works, the employer shall be liable for the payment to the Builder of all costs incurred to the time of cancellation.

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

29. WITHHOLDING MINOR PAYMENTS

The employer shall not under any circumstances be entitled to withhold payment from the Builder for any amounts whatsoever by virtue of minor works still to be carried out by the Builder. Any amounts to be withheld, shall be certified by an architect appointed by the Builder.

SIGNED at _____ on this _____ day of _____ 2016

AS WITNESSES:

1. _____

BUILDER

2. _____

SIGNED at _____ on this _____ day of _____ 2016

AS WITNESSES:

1. _____

EMPLOYER

2. _____

ANNEXURE "E"**1. CONSUMER PROTECTION ACT:**

- 1.1 Insofar as the Consumer Protection Act governs this Agreement and/or the relationship between the parties, it is specifically agreed that in the event of any clause or sub-clause not being permitted in terms of the Consumer Protection Act, such clause or sub-clause shall be severed from this agreement and may be treated as if it were not part of the agreement. All provisions which automatically apply to an agreement of this nature in terms of the Consumer Protection Act are automatically incorporated herein;
- 1.2 The Sellers declare that they are selling the property in the ordinary cause of their business. Therefore as per clause 13.2 of the Deed of Sale refers.

SECTION 16 – Consumer’s right to cooling-off period after direct marketing –

1. This section does not apply to a transaction if section 44 of the Electronic Communications and Transactions Act applies to that transaction.
2. To the extent that this section applies to a transaction or agreement, it is in addition to and not in substitution for any right to rescind a transaction or agreement that may otherwise exist in law between a supplier and a consumer.
3. A consumer may rescind a transaction resulting from any direct marketing without reason or penalty, by notice to the supplier in writing, or another recorded manner and form, within five business days after the later of the date on which –
 - (a) The transaction or agreement was concluded; or
 - (b) The goods that were the subject of the transaction were delivered to the consumer.
4. A supplier must –
 - (a) Return any payment received from the consumer in terms of the transaction within 15 business days after –
 - (i) Receiving notice of the rescission, if no goods had been delivered to the consumer in terms of the transaction; or
 - (ii) Receiving from the consumer any goods supplied in terms of the transaction; and
 - (b) Not attempt to collect any payment in terms of a rescinded transaction, except as permitted in terms of section 20(6).

SECTION 20 – Consumer’s right to return goods –

1. This section is in addition to and not in substitution for –
 - (a) The right to return unsafe and defective goods, contemplated in section 56; or
 - (b) Any other right in law between a supplier and consumer to return goods and receive a refund.
2. Subject to subsections (3) to (6), the consumer may return goods to the supplier, and receive a full refund of any consideration paid for those goods, if the supplier has delivered –
 - (a) Goods to the consumer in terms of an agreement arising out of direct marketing, and the consumer has rescinded that agreement during the cooling-off period, in accordance with section 16.

SECTION 51 – Application, registration and renewal fees –

1. The Minister may prescribe –
 - (a) An application fee to be paid in connection with any application in terms of this chapter;
 - (b) An initial registration fee to be paid upon registration; and
 - (c) An annual registration renewal fee to be paid by registrants.

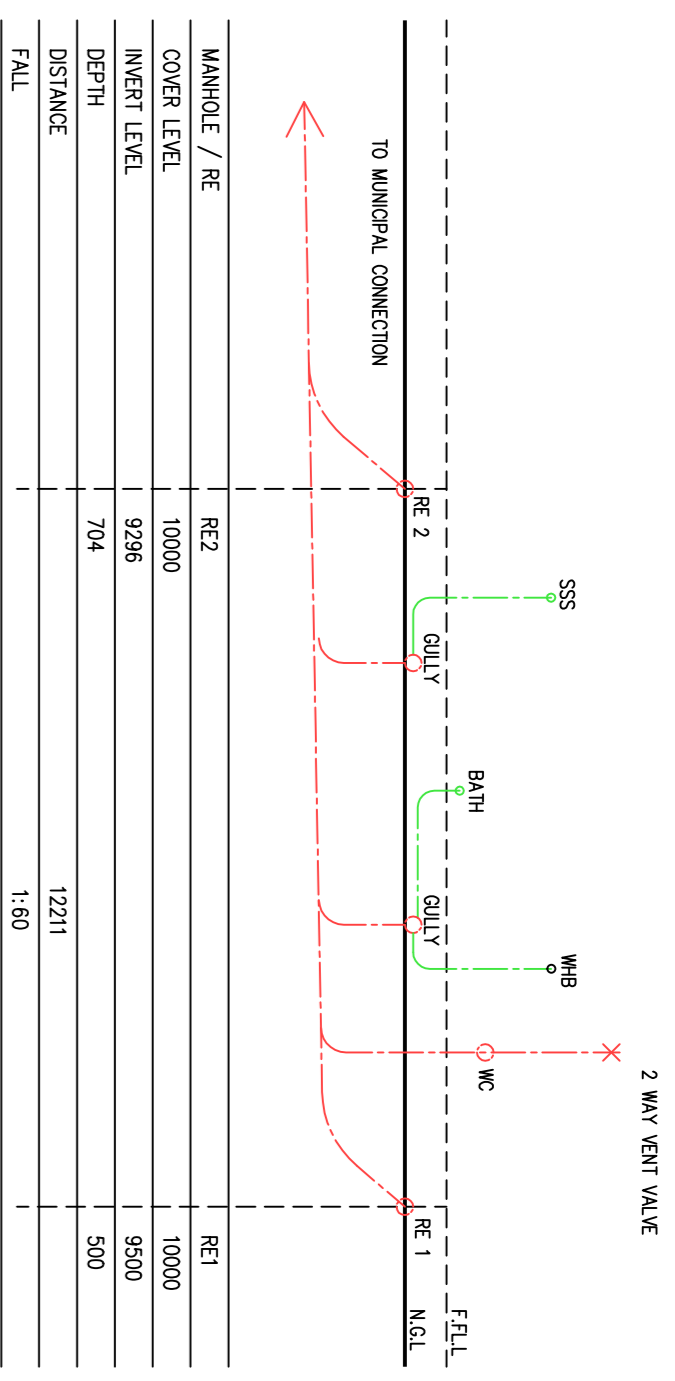
2. The Minister may prescribe different fees in terms of subsection (1) for different categories of applications of registrants, including but not limited to group registration and registration renewal fees based on the number of locations at or from which persons carry on registered activities in their own names as contemplated in section 40 (2) (c).

SECTION 55 – Compliance Notices –

1. Subject to subsection (2) the National Credit Regulator may issue a compliance notice in the prescribed form to –
 - (a) A person or association of persons whom the National Credit Regulator on reasonable grounds believes –
 - (i) Has failed to comply with the provisions of this Act; or
 - (ii) Is engaging in an activity in a manner that is inconsistent with this Act; or
 - (b) A registrant whom the National Credit Regulator believes has failed to comply with a condition of its registration.
2. Before issuing a notice in terms of subsection (1) (a) to a regulated financial institution the National Credit Regulator must consult with the regulatory authority that issued a licence to that regulated financial institution.
3. A compliance notice contemplated in subsection (1) must set out –
 - (a) The person or association to whom the notice applies;
 - (b) The provision, or condition, that has not been complied with;
 - (c) Details of the nature and extent of the non-compliance;
 - (d) Any steps that are required to be taken and the period within which those steps must be taken; and
 - (e) Any penalty that may be imposed in terms of this Act and if those steps are not taken.
4. Subject to section 58, a compliance notice issued in terms of this section remains in force until –
 - (a) It is set aside by the Tribunal, or a court upon an appeal or review of the Tribunal decision concerning the notice; or
 - (b) The National Credit Regulator issues a compliance certificate contemplated in subsection (5).
5. If the requirements of a compliance notice issued in terms of subsection (1) have been satisfied, the National Credit Regulator must issue a compliance certificate.
6. If a person fails to comply with a compliance notice as contemplated in this section without raising an objection in terms of section 56, the National Credit Regulator may refer the matter–
 - (a) To the National Prosecuting Authority, if the failure to comply constituted an offence in terms of this Act; or
 - (b) Otherwise, to the Tribunal for an appropriate order.

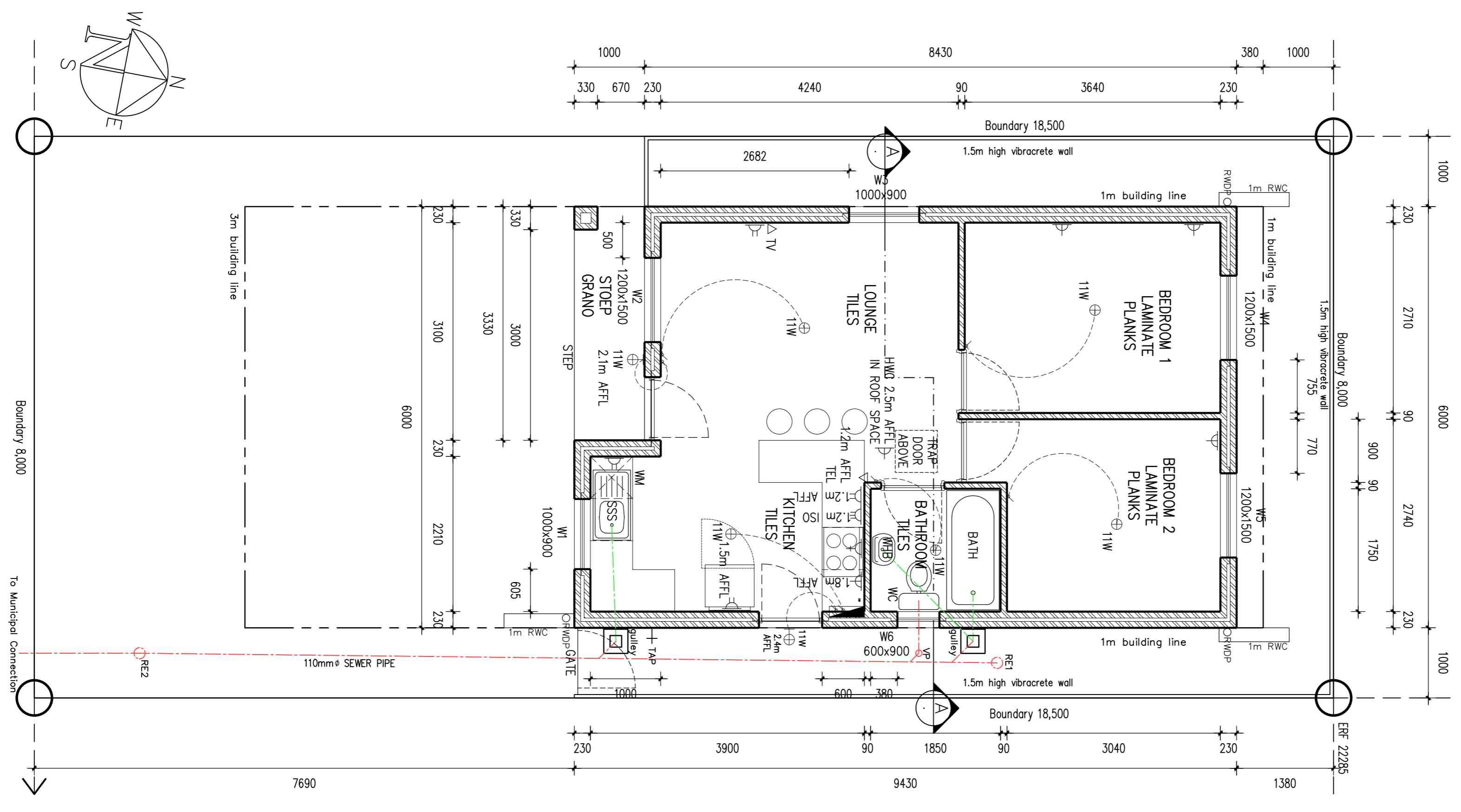
SECTION 56 – Objection to notices

1. Any person issued with a notice in terms of Section 54 or Section 55 may apply to the Tribunal in the prescribed manner and form to review the notice within –
 - (a) 15 business days after receiving that notice; or
 - (b) Such longer period as may be allowed by the Tribunal on good cause shown.
2. After considering any representations by the applicant and any other relevant information, the Tribunal may confirm, modify or cancel all or part of a notice.
3. If the Tribunal confirms or modifies all or part of a notice, the applicant must comply with that notice as confirmed or modified, within the time period specified on it.

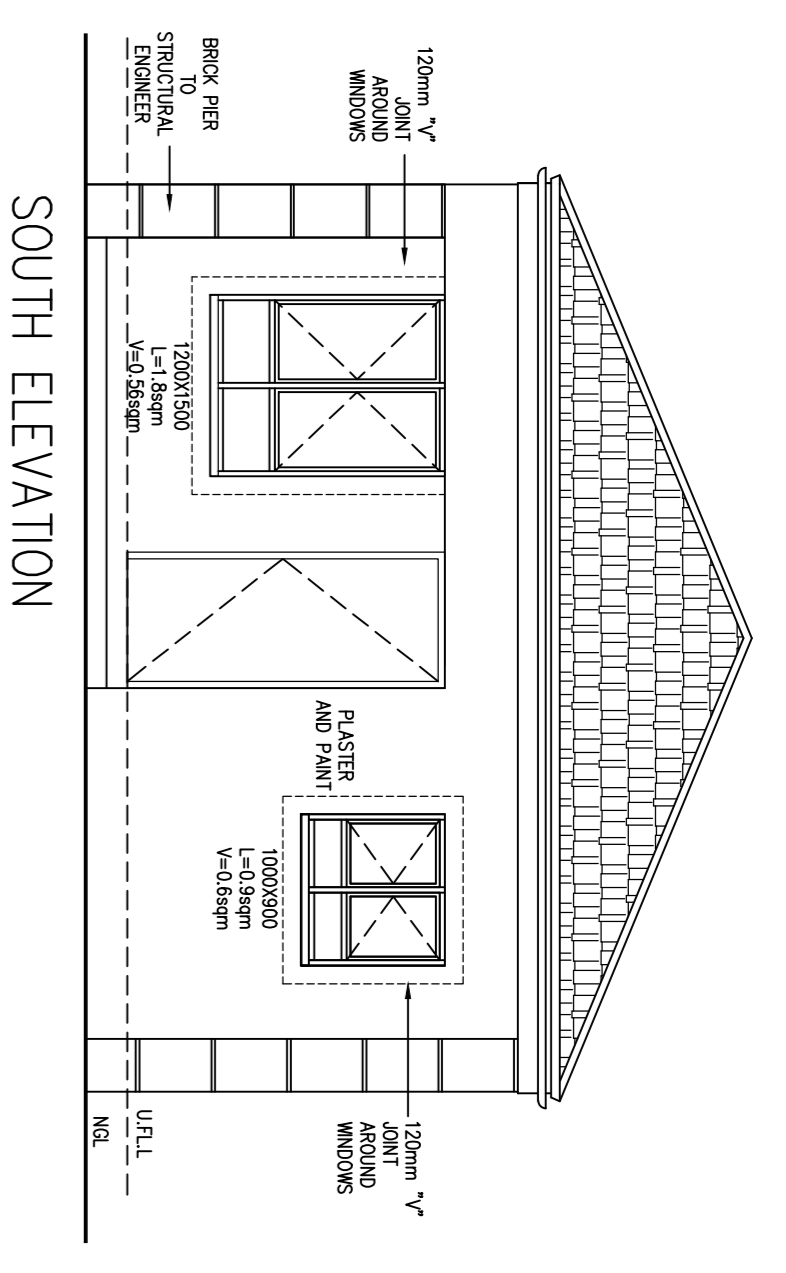


DRAINAGE SCHEMATIC

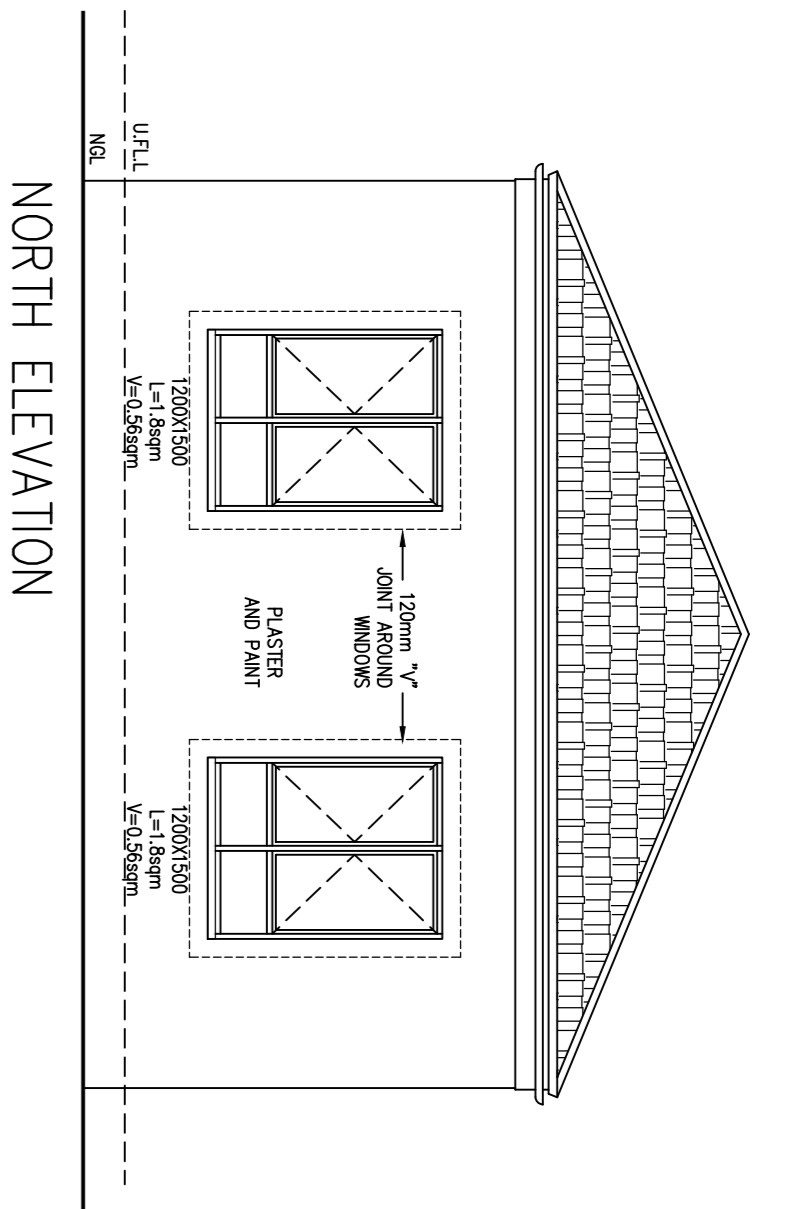
MANHOLE / RE	RE2	RE1
COVER LEVEL	10000	10000
NATURAL LEVEL	9296	9500
DEPTH	704	500
DISTANCE		12211
FALL		1:80



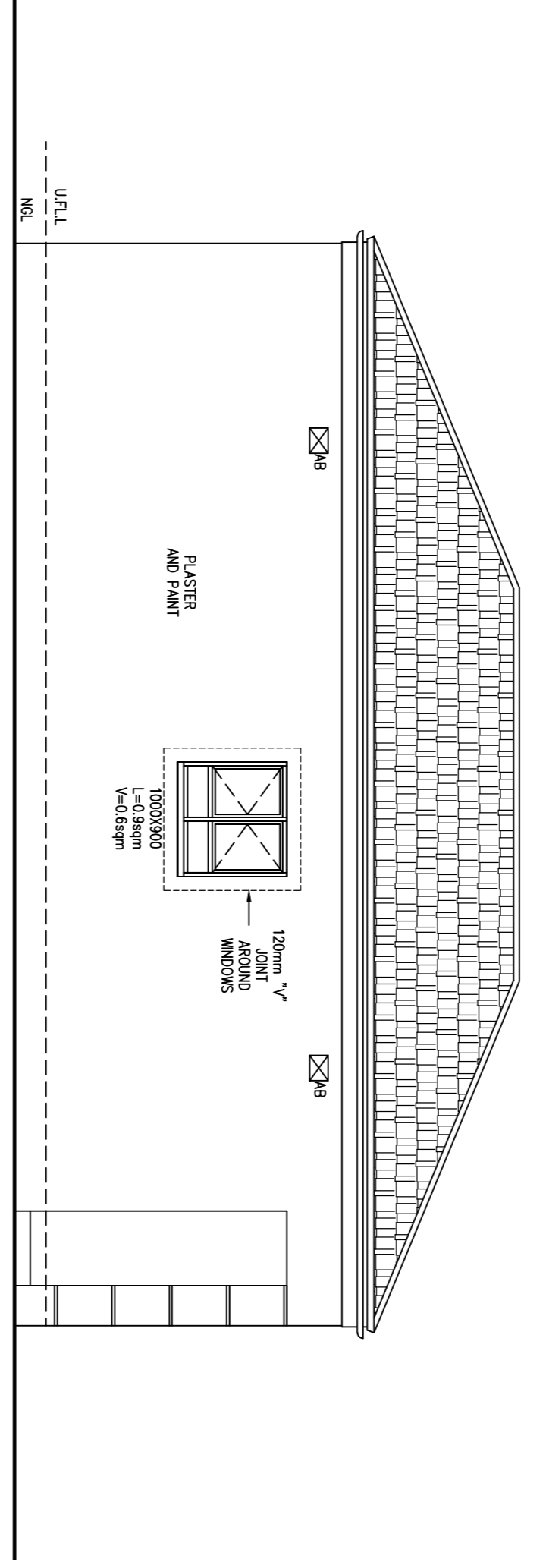
SITE & GROUND FLOOR PLAN
TYPE B 56m²



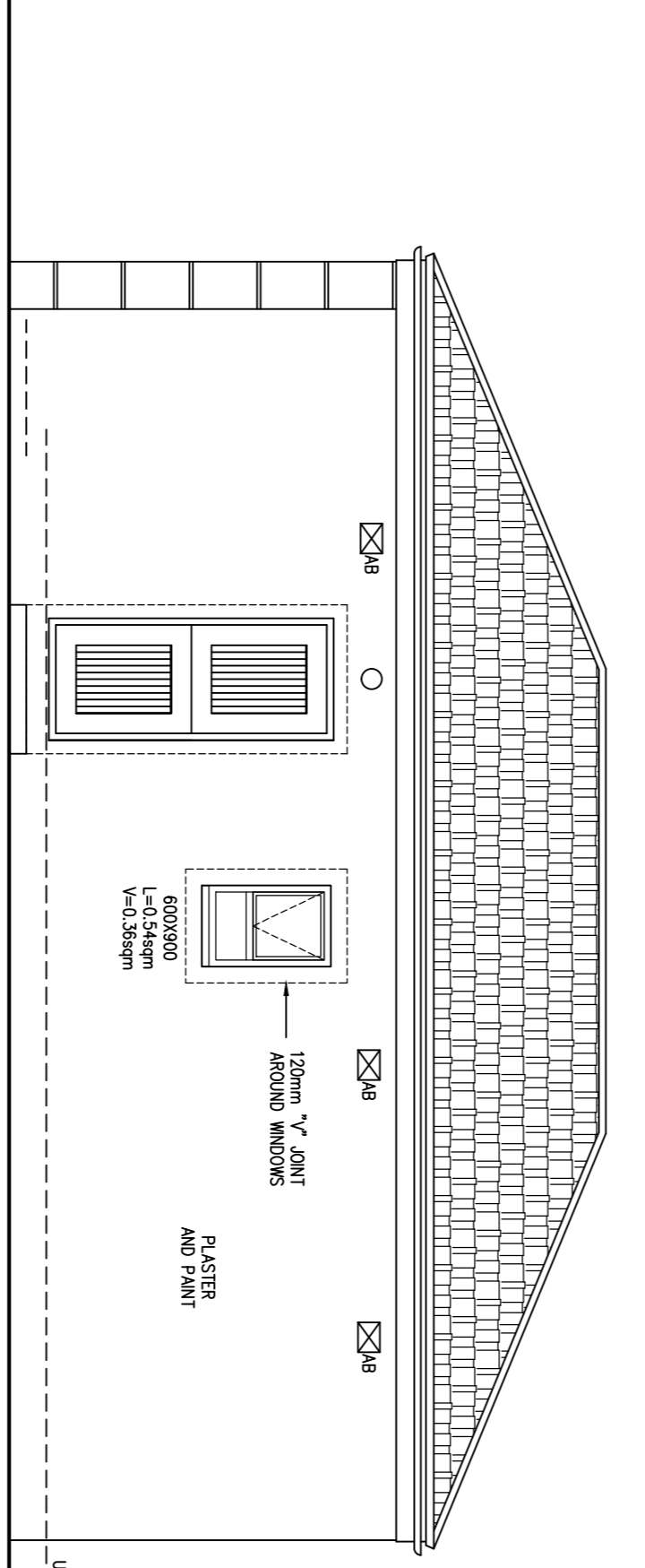
SOUTH ELEVATION



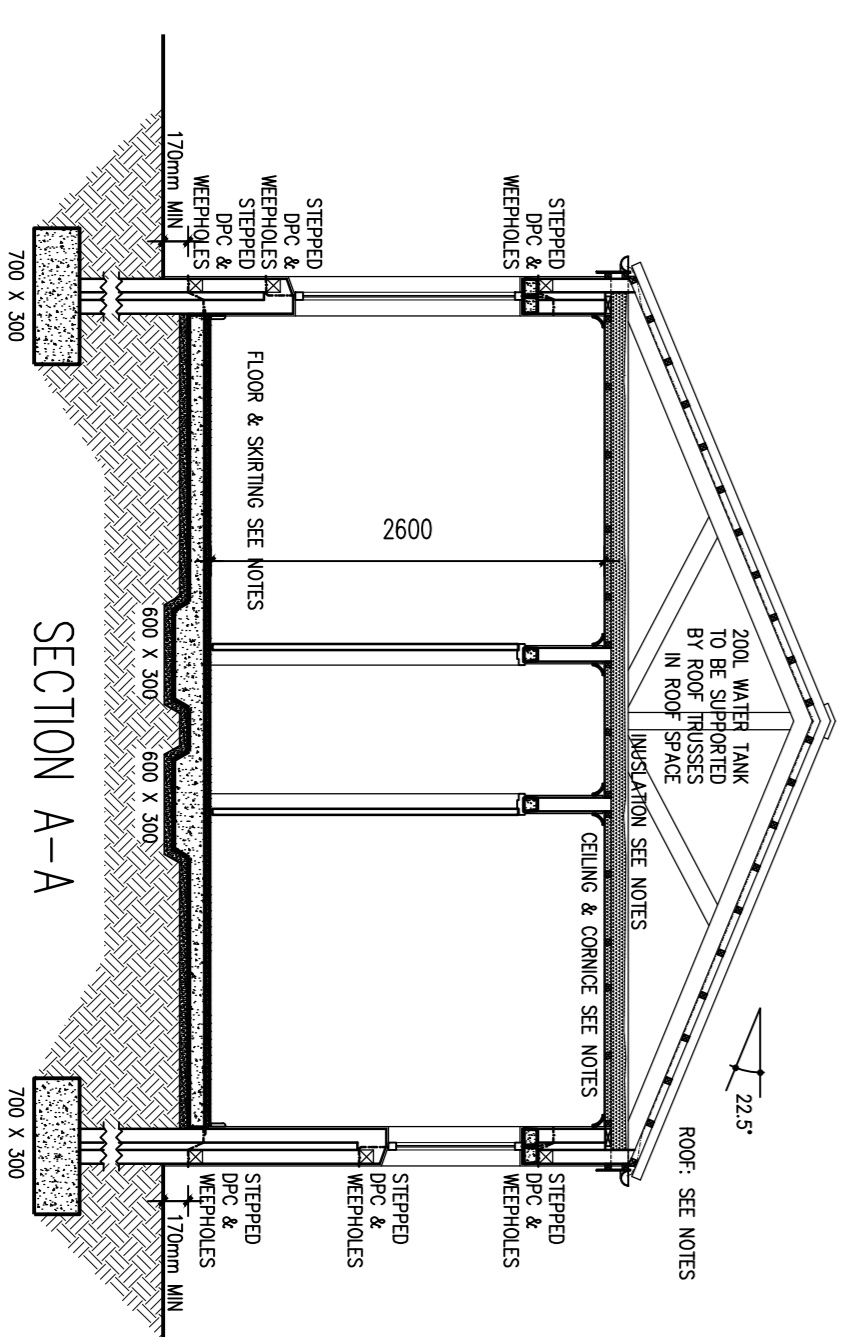
NORTH ELEVATION



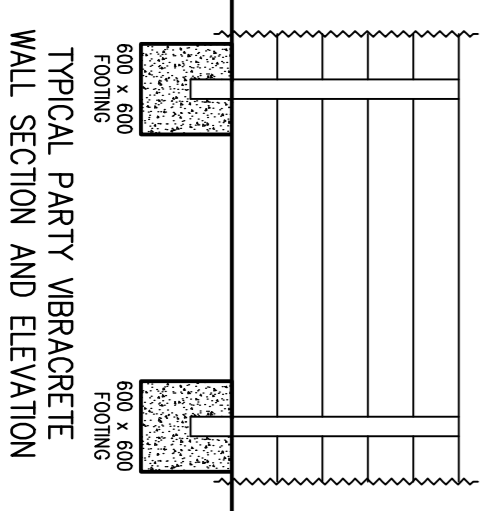
WEST ELEVATION



EAST ELEVATION



SECTION A-A



TYPICAL PARTY WALL SECTION AND ELEVATION

AREAS:	m ²
HOUSE COVERED	53.20
STOEP	3.33
TOTAL NETT FLOOR AREA	56.53
SITE AREA COVERAGE	46.36
HEIGHT OF BOUNDARY WALL	1.5m
LENGTH OF BOUNDARY WALL	28m

- HEALTH NOTES:**
1. ALL WASTE FITTINGS TO HAVE 75MM DEEP SEAL TRAPS.
 2. NO BRASS OR BRASS ALLOYS TO OCCUR IN OR UNDER ANY FLOOR.
 3. UNLESS OTHERWISE SPECIFIED, THE FLOOR LEVEL OF ALL ROOMS MUST BE AT LEAST 22MM ABOVE THE TOP OF THE BOUNDARY CHAMBER COVER LEVEL.
 4. ALL EXPOSED PIPES TO AND FROM HOT WATER CYLINDERS AND INSULATION MATERIAL SHALL BE INSULATED WITH PIPE.
 5. PIPING TO BE INSULATED INCLUDES ALL FLOW AND RETURN PIPING, COLD WATER SUPPLY PIPING WITHIN 1m OF THE CONNECTION TO THE HEATING OR COOLING SYSTEM AND PRESSURE RELIEF PIPING TO SYSTEM, WHERE POSSIBLE. LENGTHS OF PIPE RUNS SHOULD BE MINIMIZED.

COPYRIGHT: OF THIS DRAWING IS RESERVED TO THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND PREPARED UNLESS OTHERWISE AUTHORIZED BY THE ARCHITECT.

SPECIFICATIONS

GENERAL:
NO WORK TO COMMENCE WITHOUT THE CONTRACTOR BEING IN POSSESSION OF THE LATEST APPROVED PLAN SETTERS SA PERMITS.
ALL STRUCTURAL MEMBERS TO BE GRADED TO THE MANUFACTURER'S SPECIFICATION TO BE PROVIDED TO THE CONTRACTOR TO BE VERIFIED TO BE 30MM ABOVE FINISHED FLOOR LEVEL TO BE LAMINATED SAFETY GLAZING TO DOORS & WINDOWS IN EXCESS OF 1m SQ. OR LESS THAN 30MM ABOVE FINISHED FLOOR LEVEL TO BE LAMINATED SAFETY GLAZING.

ROOF:
22.5° TILES ON 38x38 BATTENS AT 300c/c ON WATERSHEETS ON 11x43x3 TRUSSES AT 75c/c TO MANUFACTURER'S SPEC ON 11x43x3 WALL PLATES. TRUSSES TO BE TIED DOWN TO WALLS WITH 120x30 DUALS. WOOD ROOF STRIPS EMBEDDED 600mm DEEP INTO BRICKWORK OF THE EXISTING FLOOR AND 200mm DEEP INTO BRICKWORK OF THE EXISTING FLOOR AND IN BOTH PLACES. 228x22mm FASQA NAILS TO RAFTER ENDS.

ROOF INSULATION:
ECC-INSULATION HEAVY DUTY LIGHTWEIGHT CELLULOSE FIBRE INSULATION MANUFACTURED AND CERTIFIED IN ACCORDANCE WITH SANS 184-6:2011, EVENLY PUMPED TO A MINIMUM R-VALUE OF 3.57m²K/M DEPTH OF 150mm IN ROOF SPACE ABOVE CEILING FOR CEILING LEVEL.

RAINWATER GOODS:
1000mm PVC GUTTERS AND 75mm DIA. DOWNPIPES

CEILING:
6mm SQUARED AND PAINTED RINGBOARD CEILING FIXED TO 38x38 BRACKET BRACES. BRACES TO BE TIED DOWN TO WALLS WITH NO CEILING IN GARAGES

STEPS:
MAXIMUM RISE 200mm
MIN. TREAD 250mm

WALLS:
ALL INTERNAL WALLS TO BE MADE OF 90mm THICK KAN BRICKS. ALL 230mm CAVITY WALLS TO HAVE STEPPED DPC AT PLINTH LEVEL. WALLS TO BE PLASTERED AND PAINTED. 1 COAT FLEECROFT AND 2 COATS TO BE FILLED WITH CONCRETE FROM FOUNDATION TO DPC LEVEL. CAVITY WALLS TO HAVE FIVE WIRE TIES PER 900MM AND A WEAPHOLE AT THREE BRICK CENTRES FOR 230 WALLS.

WINDOWS:
WINDOWS AS PER SCHEDULE -
ALL WINDOWS TO HAVE 200mm CLEARANCE FROM FLOOR AREA OF SPACE SERVED OPENING SECTION MIN. 5% OF FLOOR AREA OF SPACE SERVED

OPENINGS:
MINIMAL COMPRESSED CONCRETE LINTELS OVER ALL OPENINGS OF BRICKWORK IN BRICKWORK OVER ALL LINTELS TO HAVE MIN. 200mm BONDING EACH SIDE

FLOOR:
SPECIFIED FLOOR FINISH ON 30mm SLEED ABOVE 100mm CONCRETE SLAB ON 0.25mm POLYETHYLENE MEMBRANE ABOVE CLEAN SAND BONDING ON WELL COMPACTED FILL IN ACCORDANCE WITH SANS 10400-2

FLOOR INSULATION:
EXPANDED 20mm REFLECTIVE UNDERLAY AROUND PERIMETER OF FLOOR FROM FILL TO A MIN. DEPTH OF 300mm

FOUNDATIONS:
FOUNDATIONS TO BE ROUNDED ON WARMEN SIDE. CONTRACTORS TO LEVEL ARCHITECT'S BENCH MARK 1.5m BELOW FINISH OF ALL 700 x 300mm CONCRETE FOUNDATIONS TO ALL 230mm WALLS. NO PART OF FOUNDINGS TO PROJECT BEYOND SITE BOUNDARIES. USE ONLY SOLID MASONRY UNITS BELOW DPC LEVEL.

ALL ITEMS INCLUDED TO COMPLY WITH SANS 0400 AND CONSIDERED AS LISTED IN THE MODEL PREMISES FOR TRADES 1999 EDITION.

ALL PLUSES ARE 300MM A-FILL UNLESS SPECIFIED

FOR INFORMATION	FOR ESTIMATION
<input type="checkbox"/>	<input type="checkbox"/>
FOR SUBMISSION	FOR CONSTRUCTION
<input type="checkbox"/>	<input type="checkbox"/>

registered professional
Bank Card

JOSHUA | CONRAD ARCHITECTS
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SHINING OAKS INVESTMENTS

date: 20140808 PREPARED FOR MUNICIPAL APPROVAL

project: HAMILTON ESTATE
project number: H003

drawn by: KULLSRIEVER

sheet size: A1 = 1:50
creation date: 20150803
checked by: 20150803

drawing number: 1002 A

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GENERAL: NO WORK TO COMMENCE WITHOUT THE CONTRACTOR BEING IN POSSESSION OF THE LATEST APPROVED PLAN.

ROOF: ALL ROOFING MATERIALS TO BE GRADE 4 OR BETTER SA 100. ALL ROOFING MATERIALS TO BE GRADE 4 OR BETTER SA 100. ALL ROOFING MATERIALS TO BE GRADE 4 OR BETTER SA 100. ALL ROOFING MATERIALS TO BE GRADE 4 OR BETTER SA 100.

ROOF INSULATION: ECO-INSULATION HEAVY DUTY LIGHTWEIGHT CELLULOSE FIBRE INSULATION TO BE INSTALLED TO A MINIMUM THICKNESS OF 150mm TO 180mm IN ROOF SPACE ABOVE CEILING FOR CLIMATE ZONE 4.

WATER TABLES: 100mm PVC DRAINAGE AND 75mm PLA DRAINPIPES.

CEILING: CEILING SHALL BE PAINTED RAINPROOF GRADE PAINT TO 3000mm BRACKERS. NO CEILING IN CHIMNEYS.

STEPS: STEPS HEIGHT 200mm.

MIN. TREAD: 250mm.

WALLS: EXTERIOR WALLS TO BE MADE OF 90mm THICK MAN BRICKS. ALL 230mm CAVITY WALLS TO HAVE STEPPED DPC AT PLUMB LEVEL. WALLS TO BE PLASTERED AND PAINTED. 1 COAT FILLERCOAT AND 2 COATS FINISH COATS TO BE APPLIED TO ALL EXTERIOR WALLS. ALL INTERIOR WALLS TO BE GRADE 4 OR BETTER SA 100.

WINDOWS: WINDOWS AS PER SCHEDULE - LIGHT AREA MINIMUM 10% OF FLOOR AREA OF SPACE SERVED.

OPENINGS: ALL OPENINGS TO COMPLY WITH REQUIREMENTS OF SANS 1017 & SANS 1040 PART 1 - ACCESS DOORS AND SILE LIGHTS TO HAVE SAFETY GLASS WINDOWS LOWER THAN 900mm FROM FLOOR. WINDOWS LOWER THAN 1800mm ABOVE FINISH LINE OF STAIRS AND STAIRWAYS TO BE SAFETY GLASS.

FLOORING: INTERIORS TO BE FINISHED ON WARM SOLID CONCRETE TO INTERIOR FINISH. EXTERIORS TO BE FINISHED ON WARM SOLID CONCRETE TO EXTERIOR FINISH.

FOUNDATIONS: FOUNDATIONS TO BE FINISHED ON WARM SOLID CONCRETE TO INTERIOR FINISH. EXTERIORS TO BE FINISHED ON WARM SOLID CONCRETE TO EXTERIOR FINISH.

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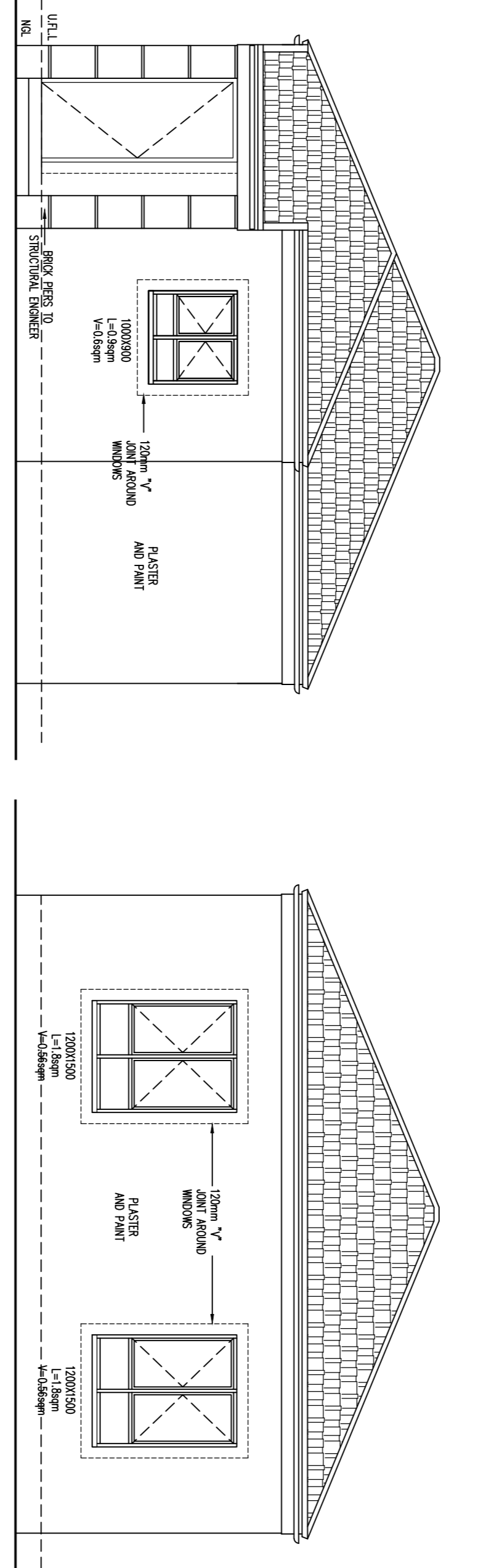
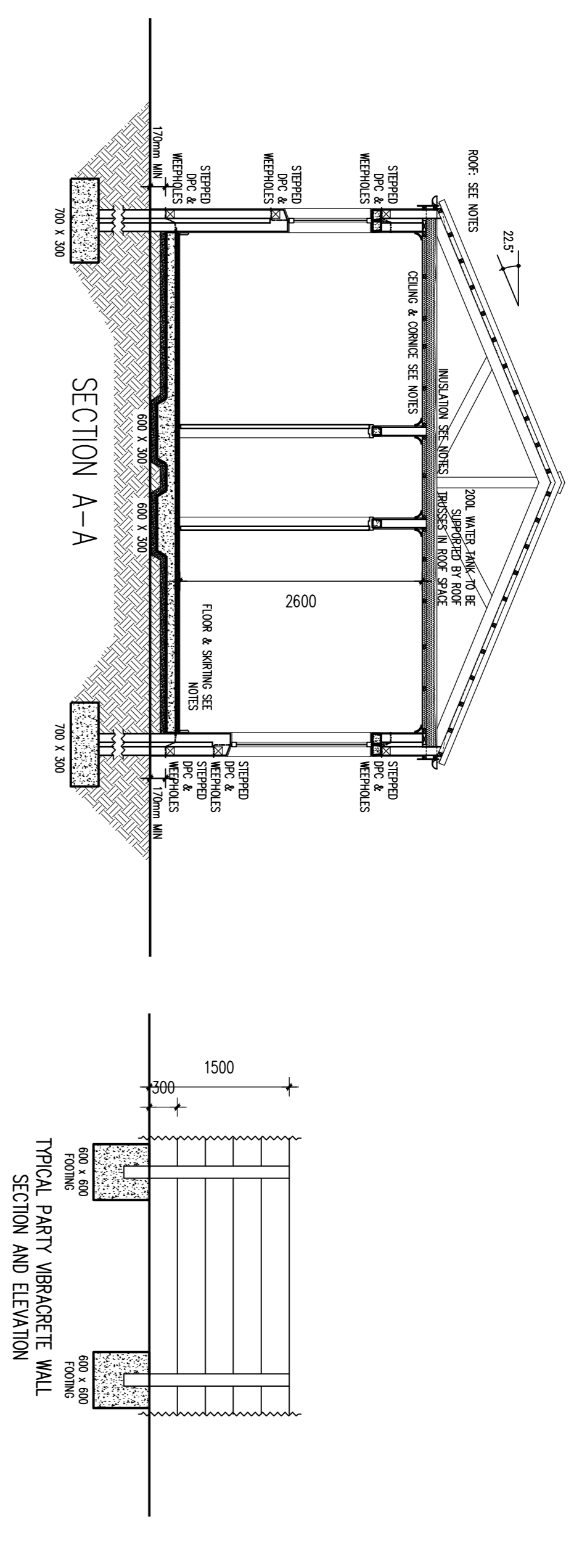
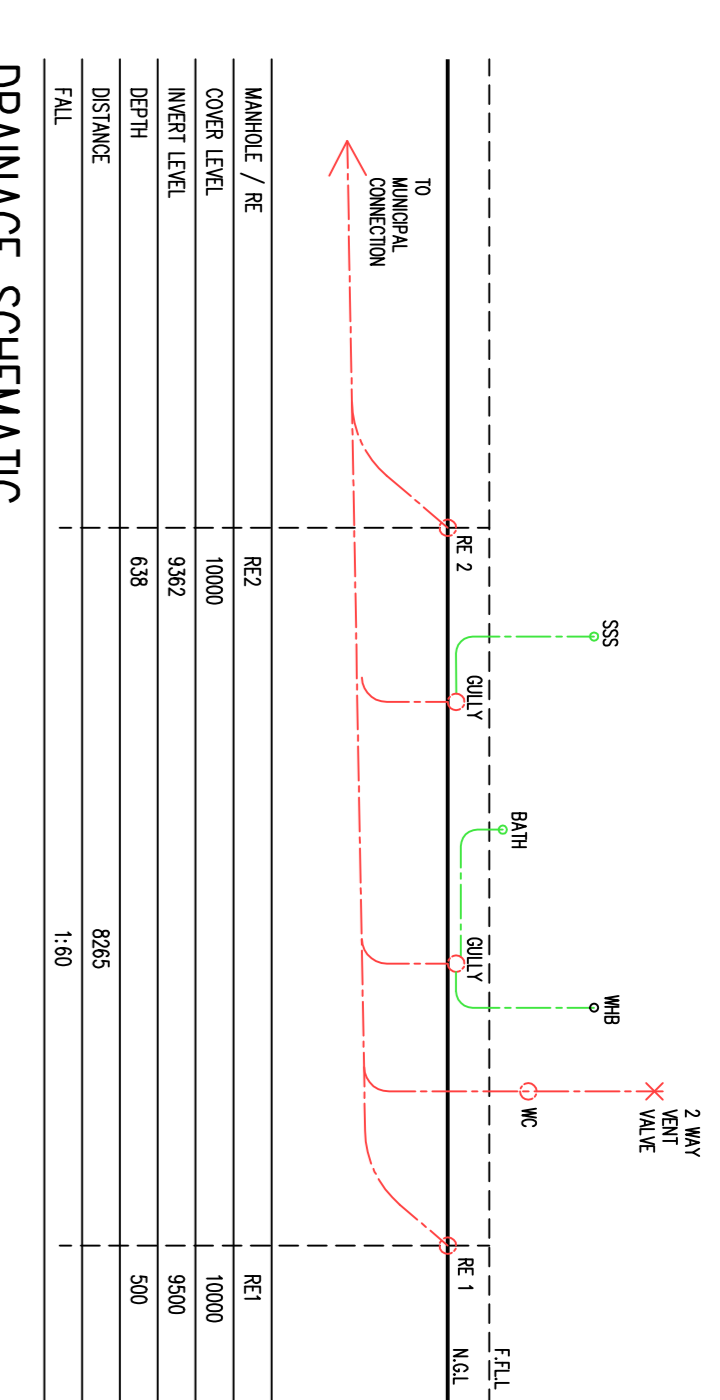
ROOF INSULATION: ECO-INSULATION HEAVY DUTY LIGHTWEIGHT CELLULOSE FIBRE INSULATION TO BE INSTALLED TO A MINIMUM THICKNESS OF 150mm TO 180mm IN ROOF SPACE ABOVE CEILING FOR CLIMATE ZONE 4.

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STEPS: STEPS HEIGHT 200mm.

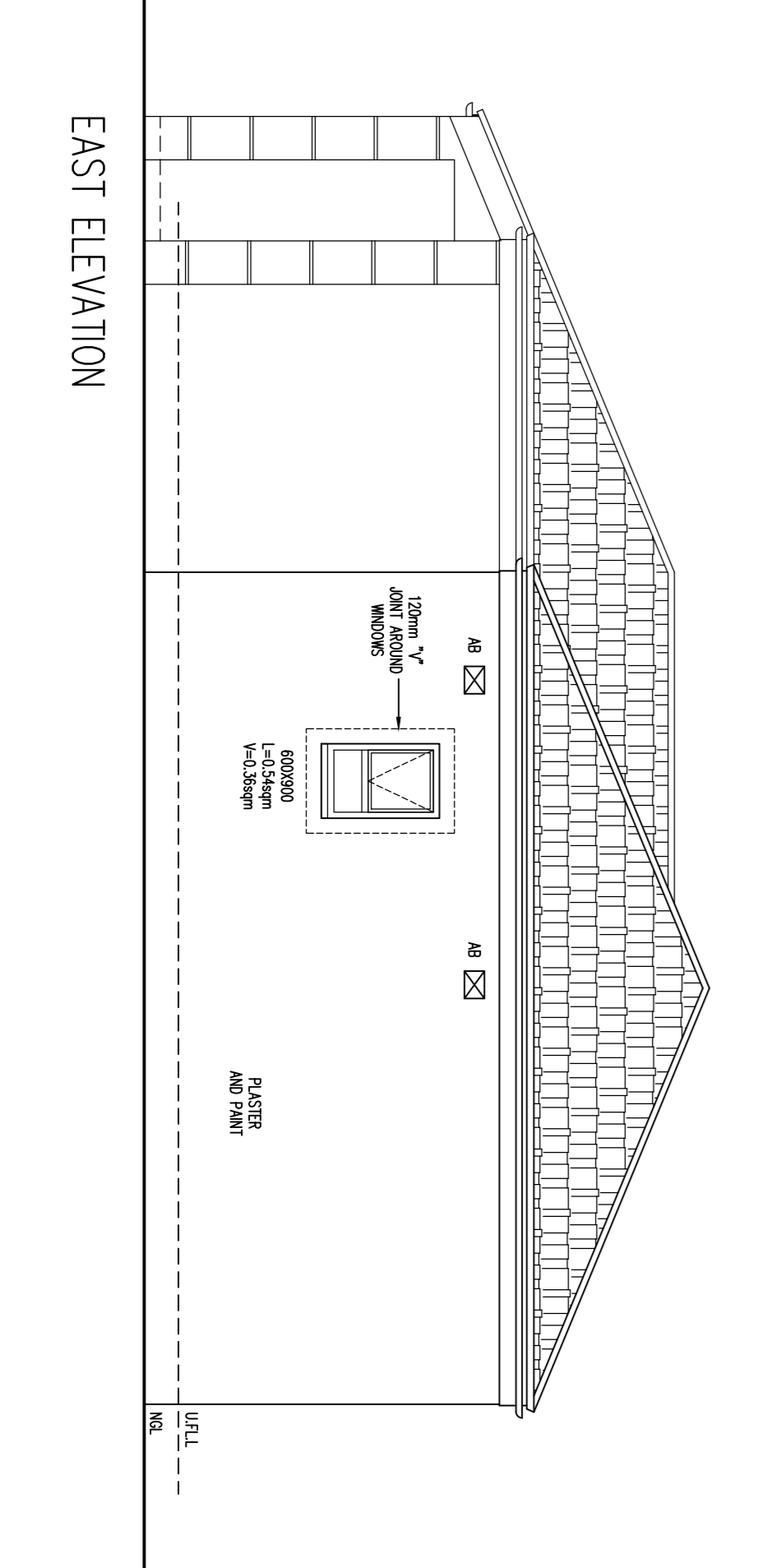
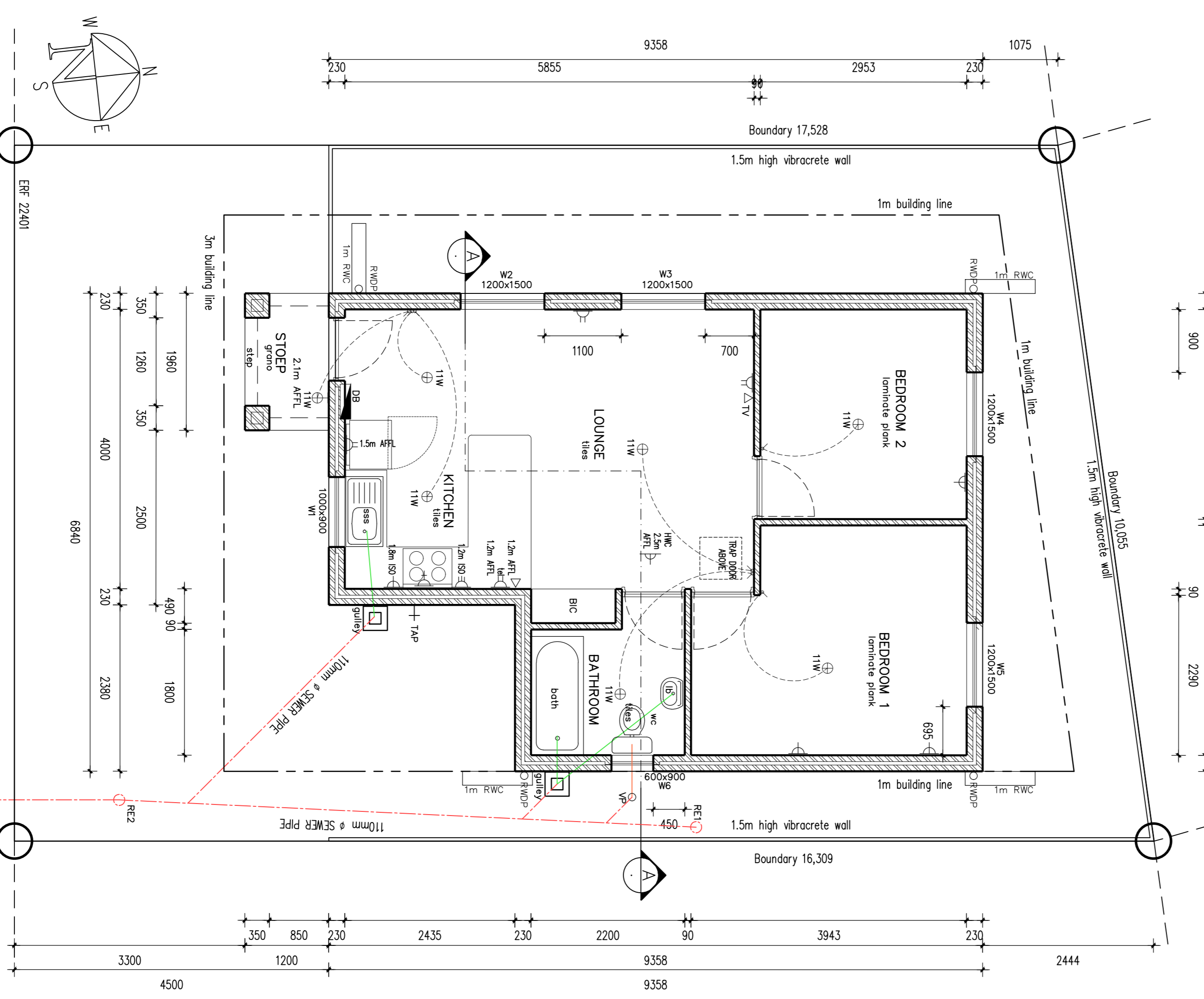
MIN. TREAD: 250mm.



AREAS:	m ²
HOUSE	57,65
COVERED STOEP	2,35
TOTAL	60,00
NETT FLOOR AREA	52,85
SITE AREA	156,00
COVERAGE	38,5%
HEIGHT OF BOUNDARY WALL	1,5
LENGTH OF BOUNDARY WALL	331

ELECTRICAL LEGEND	SYMBOL
DOUBLE POWER POINT	⊖
DOUBLE POWER POINT	⊖
WATERPROOF PLUG	⊖
STONE ISOLATOR SWITCH	⊖
STONE POWER POINT	⊖
SWITCH	⊖
2-WAY SWITCH	⊖
DOUBLE FLUORESCENT	⊖
SINGLE FLUORESCENT	⊖
OF LIGHT	⊖
OF WALL LAMP	⊖
TELEVISION	⊖
TELEPHONE / INTERCOM	⊖

- HEALTHNOTES:**
1. ALL WASTE FITTINGS TO HAVE 75MM DEEP SEAL TRAPS.
 2. NO BRANDED BENDS OR JUNCTIONS ARE TO OCCUR IN OR UNDER ANY FLOOR.
 3. UNLESS OTHERWISE SPECIFIED, THE FLOOR LEVEL OF ALL ROOMS WHICH ARE IN ANY WAY CONNECTED TO THE SEWERAGE SYSTEM MUST BE AT LEAST 25MM ABOVE THE TOP OF THE BOUNDARY CHAMBER COVER LEVEL.
 4. ALL EXPOSED PIPES TO AND FROM HOT WATER CHANGERS AND CENTRAL HEATING SYSTEMS SHALL BE INSULATED WITH PEE INSULATION MATERIAL WITH A R-VALUE OF 1.
 5. PIPING TO BE INSULATED INCLUDES ALL FLOW AND RETURN PIPING, COLD WATER SUPPLY PIPING WITHIN 1m OF THE CONNECTION TO THE HEATING OR COOLING SYSTEM AND ALL PIPING TO THE HEATING OR COOLING SYSTEM WHERE POSSIBLE. LENGTHS OF PIPE RUNS SHOULD BE MINIMIZED.



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SHINING OAKS INVESTMENTS

CLIENT SIGNATURE _____ **DATE** _____

PROJECT: HAMILTON ESTATE **PROJECT NUMBER:** H003

DESIGNER: STREET **CLIENT:** KULLSHRIER

DRAWING NAME: UNIT TYPE D **SCALE:** 1:50

CREATION DATE: 2015/08/03 **SHEET SIZE:** A1 = 1:30 **REVISION DATE:** 2015/08/03

DESIGNED BY: [Signature] **CHECKED BY:** [Signature]

DRAWING NUMBER: 1004 **REVISION:** A

Plot data: 4 August 2015