

**AGREEMENT TO BUILD**

**ENTERED INTO BY AND BETWEEN:**

**The Contractor:**

Registered Name	Wilcrest Construction (Pty) Ltd
Registration Number	2000/007453/07
Herein Duly Represented by	a duly authorised Director
Address	Honeydew Country Estate Bergrivier Boulevard Paarl 7646
Telephone	021 871 1856
E-mail address	<a href="mailto:helenus@wilcrest.co.za">helenus@wilcrest.co.za</a>
Herein after referred to as the contractor	

AND

**The PURCHASER [THE PURCHASER OF THE ERF AS REFERRED TO IN PAR 2.1]**

**Purchaser 1**

Full Names / Registered Name	_____	
ID / Registration Number	_____	
Telephone	Work _____	Home _____
Cell	_____	
E-mail address	_____	

**Purchaser 2**

Full Names / Registered Name	_____	
ID / Registration Number	_____	
Telephone	Work _____	Home _____
Cell	_____	
E-mail address	_____	

Herein after referred to as the Employer.

**WHEREFOR THE PARTIES AGREE AS FOLLOW:**

**1. CONTRACT PRICE AND CONSTRUCTION:**

- 1.1 The contract price for the construction of a building as set out in para 2, which contract price includes the cost for the preparation of the land for building, is the amount of R \_\_\_\_\_ (V.A.T. at 15% included) and payable by way of progress payment by the **Purchaser** as the work progresses, as set out hereinafter. If requested in writing, and if all the suspensive conditions have been fulfilled, the **Purchaser** must within 14 (fourteen) days furnish the **Contractor** or his Agent with a bank guarantee for the full building price to the satisfaction of the **Contractor**.

Should the rate of the VAT at any stage during the construction period be increased by the appropriate authorities, having the affect that the **Contractor** is to pay the Receiver of Revenue a higher output rate, the balance outstanding to the **Contractor** under this contract shall be increased with the same percentage with which the VAT has been increased.

- 1.1.1 This building contract is subject to the Purchaser obtaining finance from a Financial Institution for the amount referred to in para 2.1 of the Offer to Purchase between Vissershok Investments (Pty) Ltd and the Purchaser(s), for the Purchase of the erf mentioned in para 2 of this agreement and the construction of the building as specified in this building agreement, of which at least.

- 1.1.1.1 R \_\_\_\_\_ must be allocated for the construction of the building
- 1.1.1.2 R \_\_\_\_\_ being a cash contribution by the Purchaser.

## 1.2 PAYMENT OF THE CONTRACT PRICE IF NOT TURNKEY AS PER PARA 8.

1.2.1 The contract price is to be paid in the following instalments and within 5 days after payment request by the **Contractor**

The first instalment being 30% of the Contract Price shall be paid upon the completion of the first section of the Works namely:

- (a) All foundations completed
- (b) Brickwork to roof height, backfilling and floor cast.
- (c) Brickwork internal and external walls completed, except gables and beam filling.

1.2.2 The second instalment being 30% of the Contract Price shall be paid upon the completion of the second section of the works namely:

- a) Roof trusses and roof covering
- b) Brickwork gables and beam filling completed.
- c) Internal and external walls plastered.
- d) Ceilings and cornices fixed.

1.2.3 The third instalment being 20% of the Contract Price shall be paid upon the completion of the third section of the works namely:

- a) Cupboards carcasses fitted.
- b) Doors hung with locks fitted.
- c) Electrical tubing fitted.
- d) Plumbing pipes and drainage fitted.
- e) Glazing complete.

1.2.4 The fourth instalment being 15% of the Contract Price shall be paid upon the completion of the fourth section of the Works namely:

- a) Painting and tiling complete
- b) Electrical and plumbing work complete
- c) All remaining work done as per Specifications.
- d) All Contractors' rubble removed and site left clean.

1.2.5 The fifth and final instalment being 5% of the Contract Price shall be paid upon the completion of the final section of the Works and prior to **Purchaser** taking beneficial occupation of the building.

1.3 In the instance where a bond has been registered by the **Purchaser** as provided for in this Agreement and a part of the Contract Price is financed by a bond, the **Purchaser** undertakes to pay the first part of the Contract Price and the bond shall be utilized for the later payments and the full proceeds of the bond is hereby ceded to the **Contractor** and shall be paid according to the standard procedures of the financial institution.

1.4 Any agreed or due payments not paid on due date will bear interest at the prime overdraft rate of Nedbank Bank plus 4% per year calculated monthly and capitalized till date of final payment.

## 2. THE CONTRACTOR HEREBY UNDERTAKES AND WHERE APPLICABLE IS ENTITLED TO

2.1 The **Contractor** undertakes to erect a dwelling and outbuildings for the **Purchaser** on the property described as:

Erf: \_\_\_\_\_ PAARL

Measuring: \_\_\_\_\_ square metres

Type of house: \_\_\_\_\_.

according to the attached building/marketing plans and specifications as soon as possible after a guarantee as referred to in para 1.1 has been issued and the Purchaser has taken transfer of the erf upon which the building is to be erected.

The building to be erected while under construction is herein after referred to as the works and the works include any specific portion of the building to be constructed or the whole construction itself and where used in para 6 it shall have the same meaning notwithstanding that the construction might have been completed.

- 2.2 This entire agreement is subject to the commencement date of construction being no later than 180 days after date of signature hereof by the **Contractor**. This condition is included for the benefit of the **Contractor** and can be waived or extended for a maximum of a further 180 days, in writing, by the **Contractor** at any time prior to the expiration of the aforementioned 180 days' period or such extended period.
- 2.3 The **Contractor** undertakes that the construction shall comply with the building plan and minimum building specifications, attached hereto, and no amendment requested by the **Purchaser** to the building plan or specifications shall be valid unless reduced to writing and signed by both parties hereto.
- 2.3.1 Complete the construction, in accordance with the building plans and specification, within 180 days of the commencement date. Should construction be delayed due to weather conditions, the period allowed for completion of construction shall be extended by the period of the aforementioned delay.
- 2.3.2 In the event of any discrepancy arising from the Plan and the minimum Specifications, the provisions of the minimum Specifications shall prevail.
- 2.3.3 The **Purchaser** irrevocably grants a power of attorney to the **Contractor** to sign and submit the necessary drawings or plans and specifications to the Local Authority for approval.
- 2.4 The **Contractor** is liable to pay the NHBRC enrolment fee and the fee for the drafting of the building plans and all municipal costs for the approval of the building plans. The costs of the water deposit and electricity connection fees are for the account of the Purchaser. All water and electricity consumed during the building process is for the **Purchaser's** account.
- 2.5 Notwithstanding para 2.3, the **Contractor** may, in the case of materials stipulated in the specifications not being available, make use of other materials of a similar quality without first having to obtain the **Purchaser's** permission to do so.
- Excluded from the **Contractor's** entitlement to substitute materials are all PC items which the **Purchaser** has specifically chosen as per the list of choices. Should the **Contractor** need to substitute such items, the **Purchaser** must be given 7 (seven) days written notice to make new choices, failing which, the **Contractor** is entitled to make use of such other materials that are of a similar or equal design. The list of choices is attached hereto as Schedule A.
- The **Contractor** shall be entitled to make reasonable alterations to the plan and basic specifications without the **Purchaser's** consent, if during the building and construction it appears that such alterations or amendments will result in the most significant, practical and economical completion of the building without deviating from the plan or having a negative effect on the quality and finishing of the building.
- The placement of the building on the erf will be in the sole discretion of the **Contractor** who may also alter the position of the drains shown on the plans to suit the level of the ground, should it be necessary.
- 2.6 The **Contractor** shall proceed with construction as soon as possible after the commencement date and shall proceed therewith, uninterrupted until completion thereof.
- 2.7 The **Contractor** shall complete all construction in accordance with Municipal regulations, the NHBRC requirements and in the manner in which a reliable/dependable Artisan/Builder would do. A 1.5 % discrepancy in the size of the completed work, whether in the Purchaser or contractor's favour, shall be seen as an acceptable deviation and none of the parties shall in such circumstances have a claim for damages against the other in lieu of the deviation.
- 2.8 Before commencement of construction the **Contractor** shall take out a builder all risk policy at an Insurance Company and maintain it until construction is completed, insuring the works against vis major events, fire, theft and third-party liability.
- 2.9 Should the **Purchaser**, once the bond has been registered, fail to request a progress payment from the Financial Institution within 5 (five) days of being requested to do so by the **Contractor**, the **Contractor** shall be entitled on behalf of the **Purchaser**, to request such payment and the Financial Institution is hereby irrevocable authorised to pay any progress payment, requested by the **Contractor**, to the said **Contractor** in terms hereof.
- 2.10 The **Contractor** shall remove all builder's rubble and excess materials from the property, on completion of construction and before beneficial completion.

- 2.11 The **Contractor** may retain possession of the property until all amounts owed to him under this agreement have been paid in full to the **Contractor** and, where para 8 applies, to the transferring Attorney.
- 2.12 The **Contractor** warrants that he is registered at the NHBRC as a **Contractor** and that he will enrol the building with the NHBRC and will comply with the NHBRC requirements and will furnish the **Purchaser** with the NHBRC Enrolment Certificate before he commences building.
- 2.13 The **Contractor** will abide by the rules, regulations and requirements imposed by the Home Owners' Association, if applicable.
- 2.14 It is entirely within the **Contractor's** discretion which people, contractor, sub-contractor or other juristic persons he appoints during the construction phase, as long as the work is concluded according to the conditions of this contract.

### 3. THE PURCHASER WARRANTS TO THE CONTRACTOR THAT

- 3.1 The **Purchaser** shall grant the **Contractor** full possession of the property on commencement of the building process and refrain from issuing instructions or orders to any employees of the **Contractor** or his sub-Contractor, or access the erf prior to completion date without approval and being accompanied by a representative of the **Contractor**.
- 3.2 The **Purchaser** shall refrain from supplying any material or employing any subcontractors without the prior written consent of the **Contractor**.
- 3.3 The **Purchaser** shall request progress payment from the Financial Institution when requested to do so by the **Contractor** and shall not be entitled to withhold any payment from the **Contractor**.
- 3.4 The **Purchaser** shall pay interest on the balance outstanding to the **Contractor**, where the **Contractor** has not received the payment as specified in this Agreement, until the **Contractor** has received such payment.
- 3.5 The **Purchaser** shall not rent, sell the property or cede the building contract until the building has been completed and the **Contractor** has been paid in full.

### 4. DISPUTE

Should any dispute arise between the parties regarding the quality of materials or workmanship, either party may invoke arbitration which shall be carried out in accordance with the following rules:

The Aggrieved party shall inform the other party in writing of his intention to do so;

- 4.1 An Architect, appointed by the Cape Institute of South African Architects, shall act as arbitrator, if the parties cannot agree among themselves on an Architect;
- 4.2 An inspection of the construction shall be carried out by the arbitrator personally and the parties within 7 (seven) days of the arbitrator's appointment, at which time the parties shall provide their statements to the arbitrator in writing, which, should the arbitrator so request, shall be supplemented by oral evidence;
- 4.3 No legal representation or cross examination shall be permitted at the arbitration and the Arbitrator shall be guided by this agreement and its attachments in making his decision;
- 4.4 The arbitrator's decision must be made known to the parties, within 14 (fourteen) days of the date of the inspection, in writing and must contain an order regarding the costs of the arbitration.
- 4.5 Should the inspection not take place within the time stipulated, or if the arbitrator's decision is not made timeously, either party may, by written notice to the other party, withdraw from the arbitration process and proceed with such further legal action as he may desire;
- 4.6 The arbitrator's decision shall be final and may not be set aside or amended by any Court order.

### 5. BREACH

- 5.1 Should the **Purchaser's** estate be provisionally or finally sequestrated and/or liquidated (as the case may be), be placed under Business Rescue, or enters into a compromise with his creditors, the **Contractor** may cancel this

agreement immediately without giving further notice as hereinafter required, or should the **Purchaser** 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 10 (ten) days of date of despatch by the **Contractor** of written notice calling upon the **Purchaser** to remedy such breach, the **Contractor** shall in such circumstances forthwith be entitled to terminate this contract without prejudice to any rights which the **Contractor** may have in terms of this contract or in terms of law.

- 5.2 In the event of the **Contractor** being obliged and/or elected to cancel the Agreement in accordance with the preceding Para, the following shall occur:
- 5.3 A Quantity Surveyor appointed by the **Contractor** shall assess the amount due to the **Contractor** in terms of the works completed to date, and any portion thereof which has not already been paid, by virtue of progress payments, shall forthwith be payable.
- 5.4 As genuinely pre-estimated damages for the breach of the terms and conditions of this Agreement by the **Purchaser**, the **Purchaser** shall be liable to pay to the **Contractor** an amount calculated as follows.

15% of the Total Contract Price or, if construction has commenced, 15% of the balance of the contract price to be calculated by deducting from the contract price all amounts paid and/or payable in respect of works already completed.

- 5.5 If the **Contractor** defaults in any of the following respects:
- 5.5.1 Without reasonable cause wholly suspends the works before completion;
- 5.5.2 Without reasonable cause refuse to proceed with the works with reasonable diligence;
- 5.5.3 Refuse, after notice in writing from the **Purchaser**, and after an Arbitration process have been completed as per Par 4, to remove defective work or improper materials within a reasonable period of time; then, and in such an event, if the defaults continue and not be remedied, notwithstanding 10 (ten) days written notice to the **Contractor** by the **Purchaser** specifying the nature of the specific default, the **Purchaser** may without prejudice to any other right he may have in terms of this Agreement or in law, by written notice cancel the agreement and the **Contractor** shall be liable for damages suffered by the **Purchaser** by reason of such default and cancellation.
- 5.5.4 Should the **Contractor's** estate be sequestrated or liquidated provisionally or finally, or placed under Business Rescue, or he enters into a compromise with his creditors, the **Purchaser** may immediately cancel this contract without notice to rectify the default and the **Purchaser** shall be entitled to immediately take possession of the property where it has already been registered in his name and claim damages from the **Contractor**.

#### 5.6 Jurisdiction

- 5.6.1 The parties hereby consent, in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 as amended, to the jurisdiction of the Magistrate's court of the District in which the property is situated, in terms of Section 28(1) of the said Magistrate's Court Act in any action or court procedure instituted by the Parties arising out of this Agreement.
- 5.6.2 Notwithstanding the above, either party shall be entitled to institute any action or court procedure against the Defaulting party, arising out of this Agreement in a Supreme Court that has jurisdiction.
- 5.6.3 The parties agree that matters regarding the quality of the material or workmanship shall be subject to arbitration as set out in para 4, notwithstanding paragraphs 5.6.1 and 5.6.2.

#### 5.7 Notice and Domicile

- 5.7.1 The Parties choose their addresses as set out in the Sale Agreement to serve as domicilium citandi et executandi for all purposes of this Agreement, which includes the giving of notice and the serving of documents of process and it will be accepted that they each received such notices accordingly.
- 5.7.2 Any notice given in terms of the Agreement which is:  
 Delivered by hand during normal business hours to the **Contractor's** or **Purchaser's** domicilium address shall be deemed to have been given to the **Contractor** or **Purchaser** at the time of delivery;  
 Posted by prepaid registered post to the **Contractor's** or **Purchaser's** domicilium address shall be deemed to have been given on the date that the post office issues its registered dispatch slip;  
 Communicated by facsimile or e-mail, shall be deemed to have been given by the **Contractor** or **Purchaser** on receiving confirmation of the successful transmission thereof.

5.7.3. Where, in terms of this agreement, any communication is required to be in writing, the term “writing” shall include communications by facsimile or e-mail.

5.7.4. Reference to days in the contract shall be calendar days, the first day being the day after the date of notice and includes the last day of the period and where the last day falls on a Saturday, Sunday or Public Holiday, it would be the first business day after such Saturday, Sunday or Public Holiday and expires at 17:00 on such day.

## 6. GUARANTEES, WARRANTIES, NHBC AND THE CONSUMER PROTECTION ACT.

6.1 The **Purchaser** is aware that the building is to be erected for his use and enjoyment and that he has an obligation to inspect a product before purchasing same and herewith confirms that he viewed the land, sketch plans, and building specifications and acquainted himself with the layout and finishes of the property and materials to be used and that he is satisfied that the building and property (erf) would be functional and suitable for the purpose that he requires same, once it has been completed.

The **Purchaser** warrants to the **Contractor** that he has acquainted himself with the contents of this contract and, where necessary, requested assistance to have it explained to him and, by signing this contract, he is aware of the implications thereof upon himself. Where more than one person is the **Purchaser**, they understand that they are liable jointly and severally with the other for the due compliance of their obligations in terms of this agreement and understand the undertakings, co-operation and warranties given in terms of this agreement.

At the end of each calendar month after building has commenced, the **Purchaser** may request the **Contractor** to inspect the works together with the **Contractor** to make sure that all material that was used is as agreed to and specified in the building specification and approved building plans. Should there be a dispute between the parties, para 4 read with para 6.2 will apply.

6.1.1 The date of practical completion will be the date when the Municipality authorises occupation and the **Contractor** supplies the **Purchaser** with the last of the following certificates:

- Electrical Compliance Certificate
- Roof Certificate
- Copy of approved plans
- Plumbing Certificate

6.1.2 The date of beneficial completion shall be the date upon which the **Purchaser** or his Financial Institution makes the final progress payment to the **Contractor** and will be the date upon which the **Contractor** will hand over keys to the **Purchaser** and the **Purchaser** signs a certificate confirming that the works have been completed.

All risks with regard to the property shall pass onto the **Purchaser** on date of beneficial completion.

Where the building is done on a turnkey basis as set out in paragraphs 6 and 8 and where para 6 is in contradiction to para 8, para 8 shall apply.

6.2 Prior to beneficial completion of the works, an inspection will be arranged between the parties in order to list any defects or faults to the property.

A Defect is defined as:

Any material imperfections in the Building that renders it less acceptable than what persons generally would be reasonably entitled to expect in the circumstances, or any characteristic of the building that renders it less useful, practical or safe than persons generally would be reasonably entitled to expect in the circumstances.

A Fault is defined as:

A non-material imperfection in the property which does not amount to a defect as defined in this agreement.

6.2.1 The **Contractor** shall rectify any defects or faults listed as soon as reasonably possible, where-after a further inspection will be arranged. Any dispute between the **Contractor** and the **Purchaser** as to whether any works constitute a defect or fault shall be referred to an architect as referred to in para 4.

If all the listed defects or faults have been rectified by the **Contractor** and the **Purchaser** has signed a certificate confirming that everything is in order, beneficial completion will take place in accordance with para 6.1.2.

6.2.2 Any faults that may appear during the first 90 days of occupancy and for which the builder accepts responsibility after being notified in writing, shall be rectified within 10 (ten) days after the 90 (ninety) day period or as soon as possible thereafter. The rectification of the works shall take place during normal weekday business hours and the **Purchaser** will arrange access for the **Contractor** to have same rectified. If there is a dispute between the **Contractor** and **Purchaser** as to whether a fault is a defect, it shall be referred to an architect as per para 4.

6.3 The **Contractor** shall remedy any material latent defects in the works due to faulty workmanship or materials, manifesting itself as per the warranty requirements of the NHBRC:

- Relating to the roof construction - one year after completion;
- Relating to the foundation and structure – up to 5 years after completion.

The warranty is not transferable and is enforceable only by the original **Purchaser** and specifically excludes the following repair items:

- touch-up paint of any nature,
- hairline cracks in the plaster work,
- any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints,
- any mould growth caused by a lack of ventilation and/or condensation, any doors and windows slamming in windy conditions or any damage caused thereby, - damages caused by rain entering doors and windows left open.
- damages caused by abnormal wear and tear and usage by the **Purchaser**.

6.4 In the event of the **Purchaser** returning the works or a portion of the works to the **Contractor** in terms of the remedy provided for in the Consumers Protection Act, Act 68 of 2008 under section 56, and a Court of Law finds in favour of the **Purchaser**, the **Contractor** will be entitled to impose a reasonable restitution charge in accordance with the Act. The items to be returned must be delivered in the same condition as received and cost to rectify damages or wear and tear caused by the **Purchaser** as well as any outstanding obligations to the **Contractor** may be deducted from the amounts to be reimbursed.

6.5 The **Purchaser** herewith warrants that he was not approached by the **Contractor** or an Agent representing the **Contractor** directly, via e-mail or electronic media for the direct purpose of promoting or offering the services of the **Contractor** to the **Purchaser**. Should the **Purchaser** successfully cancel the Building Agreement in terms of Section 16 of the Consumers Protection Act, within 5 working days of conclusion of the Contract or delivery of the works, the **Contractor's** ability to function as a **Contractor** can be seriously jeopardised. The **Purchaser** shall be in breach of his warranty and be liable for the damages suffered by the **Contractor** as a result of the **Purchaser's** breach of warranty.

6.6 Attached is a Payment Acknowledgement to be signed by the **Purchaser**, marked Schedule B.

## 7. GENERAL

7.1 Included in the building price is interim interest charged by the **Purchaser's** financial institution on the advances made to the **Contractor**, as well as interim interest charged against that portion of the **Purchaser's** bond that was utilized to purchase the erf upon which the construction takes place, levied against the **Purchaser's** bond till the date that the property is completed. Should the **Purchaser**, however, not take occupation of the property on completion for whatever reason, the interim interest is for the account of the **Purchaser** as from date the house has been completed.

7.2 This agreement shall not be binding upon the parties until the **Contractor** has confirmed acceptance thereof by signature by himself or by his duly authorised representative.

7.3 The fulfilment of this agreement is indivisible from the agreement of sale of the erf to the **Purchaser**. Should the suspensive conditions of the agreement of sale of the erf mentioned in paragraph 2.1 to the **Purchaser** not be complied with and the **Purchaser** does not receive transfer of the erf, then this agreement to build shall not be enforceable and neither party shall be liable for any loss or damages suffered as a result of the non-fulfilment of this condition precedent.

#### 7.4 Variation, Alteration or Addition

The parties confirm that this contract constitutes the full agreement between them and no other terms, conditions, warranty's or guarantees not contained herein shall be of any force or effect. No addition, alteration or variation thereof shall be of any force and effect or binding upon the parties unless in writing and signed by both parties. The parties confirm that neither of them, nor any agent made any representation to the other party, other than as set out in this agreement, and the parties guarantee to one another that once the suspensive conditions have been fulfilled, they will be able to deliver to each other as specified in this contract. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### 7.5 When the singular of a word is used, it will also include the plural and the reverse shall also apply.

When the masculine gender of a word is used it shall also include the female and neuter genders and the reverse shall also apply.

When reference is made to a "person", this shall include Partnerships, Companies, Close corporations, Trusts and other legal entities.

Reference to this agreement shall include annexures, specifications and building plans referred and annexed to this agreement and headings to paragraphs in this agreement shall affect the interpretation of this agreement.

#### 7.6 Capacity of parties:

- a) The **Purchaser** signing this agreement on behalf of an existing Private Company, Close Corporation or Trust, binds himself personally as surety and co-principal debtor jointly and severally for the proper fulfilment by the juristic person or Trust of all its obligations in terms of this agreement.
- b) Any natural person signing on behalf of a juristic person or Trust, whether registered or still in the process of registration, personally warrants that the entering into of this agreement by the juristic person concerned is within the scope of his powers, objectives and authority and does not contravene any provisions of the Companies Act 71 of 2008, the Close Corporations Act 69 of 1984, the Trust Property Control Act 57 of 1988 (or any replacement of these Acts) or any new legislation that replace the said acts, and that all the necessary steps have been taken to give the signatory the power to execute this agreement on behalf of the juristic person and in particular, but without limitation, the directors, members or Trustees have approved this agreement in specific terms.

In the event of more than one **Purchaser** being a party to this agreement, they shall be jointly and severally liable for their obligations arising in terms of this contract.

## 8. TURNKEY OPTION

This paragraph shall apply where the Purchasers' financial institution makes it a pre-requisite for a 100% bond, and the contractors financial position is such that he can build the house out of his own funds or where the **Contractor** completes the property before registration of the erf in the **Purchaser's** name.

- 8.1 The **Purchaser** shall take transfer of the erf after completion of the works and para 1.2 is to be read out of this contract and notwithstanding any other contrary provisions contained in this building contract, transfer of the property, (upon which the building is to be erected) to the **Purchaser**, will only be affected after the building works have been completed as per para 6 and payment of the contract price will be made on registration of the property into the **Purchaser's** name.
- 8.2 The **Purchaser** shall be liable for occupational interest on completion of the works and, where the property has not yet been registered in the Purchaser's name, the Purchaser shall pay occupational interest to the **Contractor** at a rate of 10% per year of the sum of building agreement contract price and the purchase price of the erf upon which the building was erected, calculated monthly and payable monthly in advance until the date that the **Contractor** receives the building and purchase price. From date of occupation, the Purchaser becomes liable for all Municipal Rates & Taxes, water & electricity costs and HOA Levy, but he only takes possession of the property upon registration and he is not entitled to make any alterations or improvements to the property until registration of the erf into his name.

Beneficial Occupation shall be the date upon which the building and keys are handed to the Purchaser for occupation provided that he has made all payments in terms of this agreement and its Annexures and or furnished the Seller's attorneys with payment guarantees to the Seller's satisfaction and signed a certificate that the building works have been completed as per Para (6.1.2 & 6.2.1). The property shall be insured by the contractor till date of registration of the property in the **Purchaser's** name.

8.3 Should the **Purchaser** be in default of any terms and conditions of this agreement or the sale agreement of the property, described in para 2, between the Seller thereof and the **Purchaser**, and one or both of the agreements are cancelled after the **Purchaser** took occupation of the building and the **Purchaser** disputes the cancellation of such agreement and remain in occupation, the **Purchaser** shall continue to pay the occupation rent and Municipal fees as referred to above and for which the **Purchaser** is liable, failing which the **Purchaser** consents that the Seller may apply for an eviction order.

DATED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
WITNESS

DATED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
WITNESS

## SCHEDULE A – INTERIOR <sup>(a)</sup>

I/We the undersigned Purchasers make the following choices for the home to be constructed on Erf: ....., Honeydew Country Estate and are aware of the additional costs where applicable, which costs are payable on request by the contractor or his attorney. Where the Purchaser fails to make payment on request, the contractor shall proceed with the standard specifications and the Purchaser shall accept the building in accordance.

### EXTRA COSTS

**FLOOR TILES:**

Milan White		1
Milan Grey		1

**CARPETS**

There is an additional cost of R125.00 per square meter payable by the purchaser for his choice carpets in the bedrooms instead of Laminated flooring.

Argyle		square per meter x R	R
Almeria		square per meter x R	R

**LAMINATED FLOORS**

Ascona Oak	
St Moritz Oak	
Strassbourg Oak	

**KITCHEN CUPBOARDS**

There is an additional cost of R3 795.00 payable by the purchaser where he chooses Shale Oak or Coimbra

White Alpine		
Coimbra		R
Shale Oak		

**EXTRA PLUGS**

Air-condition points		1 x at the amount of R1 292.00 =	R
Double Plug points		1 x at the amount of R885.00 =	R
		Total extra costs =	R

### CHOICES MADE BY US/ME

Signed by the PURCHASERS at .....on this ..... day of .....20....

.....  
WITNESS

.....  
PURCHASER

.....  
WITNESS

.....  
PURCHASE

## SCHEDULE B - PAYMENT ACKNOWLEDGEMENT

I/We undersigned \_\_\_\_\_ Purchaser or purchaser of Erf \_\_\_\_\_ hereby confirmed that I/We have been informed that the following is payable by myself/ourselves over and above the purchase and building price.

1. Any extras requested and not stipulated as indicated in the building specifications and plans.
2. Coloured cupboards have an additional charge.
- 3.a.) Occupation rental of 10% per year reckoned on the sum of the purchase and building price divided by 12, which becomes payable from the date of occupation monthly in advance. I have been informed that I take occupation on date of completion of the building (para 8 of the Building Agreement).
- b.) Registration Process were a bond is to be registered.  
The Municipality takes 3 to 10 working days to issue the occupation certificate after inspection by themselves. This certificate is sent to the bank's attorneys who will send it to the bank. The bank takes 5 to 18 working days to give the go-ahead to lodge the deeds at the Deeds Office for registration and this process at the Deeds Office takes another 10 working days. Registration of the property in the Purchaser's name thus takes between 1 and 2 months after occupation has taken place.
4. Water connection, deposit to the amount of **R678.00** and an electrical connection fee to the amount of **R2,725.70** (Para 2.4 of the Building Agreement).
5. Other

**SIGNED by the PURCHASERS** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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WITNESS

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PURCHASER

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WITNESS

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PURCHASER