



BUILDING AGREEMENT

Building Agreement

Between

(The “Contractor”)

&

(The “employer”)

WHEREAS the Employer wishes to build new dwelling on Erf _____, _____ ("the property");

AND WHEREAS the Employer wishes to engaged the Contractor to construct a dwelling on the Property, substantially in accordance with the Plan and Specification Finishes annexed hereto on the property.

1.0 DEFINITIONS AND INTERPRETATION

In this agreement, unless inconsistent with the context, the words and phrases defined hereunder shall bear the meanings assigned to them in this clause.

CONTRACTOR means the party contracting with the Employer for the execution of the works and named in the Schedule.

CONTRACT SUM means the sum tendered by the Contractor and accepted by the Employer for the execution of the Works, including VAT where applicable, which sum shall be adjusted in terms of this Agreement.

DEFECT means a fault or insufficiency due to materials or workmanship not being in accordance with the contract documents or this Agreement which has been notified by the Employer to the Contractor, provided that hairline cracks due to normal settlement, shrinkage or expansion which appear after Practical Completion shall not constitute a defect.

EMPLOYER means the party contracting with the Contractor for the execution of the Works and named in the Schedule.

LATENT DEFECT means a defect which a reasonable inspection of the Works by the Employer prior to the issuing of the Employer's written notification in terms of 9.1 and 10.2 hereof would not have disclosed. Shrinkage and hairline cracks caused by settlement shall not constitute a Latent defect.

PATENT DEFECT means a defect which a reasonable inspection of the Works by the Employer prior to the issuing of the Employer's written notification in terms of 9.1 and 10.2 hereof would have disclosed.

WORKS means the Works as described in the contract documents, and as recorded in the Schedule including any variations thereto.

- 1.1 The parties hereby choose their physical, legal address as set out in the Schedule, where all notices and/or processes arising out of or in connection with this Agreement may validly be delivered to or served upon them.
- 1.2 This Agreement constitutes the entire agreement between the parties and no alteration hereof or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.
- 1.3 The law applicable to this Agreement is the law of the Republic of South Africa.
- 1.4 In this Agreement the masculine includes the other gender and persons shall include bodies corporate.

2.0 OBLIGATIONS OF THE PARTIES

- 2.1 The Contractor has tendered the Contract Sum for carrying out the work shown and described in the contract documents in terms of 3.1 hereof and has agreed to complete the Works to the reasonable satisfaction of the Employer.
- 2.2 The Employer has agreed to pay the Contractor the Contract Sum, which shall be subject to adjustment in terms of 6.5, 7.0, 8.3 and 11.6 hereof, at the times and in the manner specified in this Agreement.

3.0 PREPARATION

- 3.1 The drawings and specifications, together with such other documents which are identified and recorded in the Schedule and this Agreement, constitute the contract documents upon which this Agreement is based.
- 3.2 The Contractor together with Engineer will be responsible for the design of the Works. The responsibility for timeously providing all detail drawings, specifications, finishing schedules and the like other than for the drawings attached to this contract and those required for obtaining the necessary approval from the Local Authority shall be that of the Contractor. The Contractor shall be responsible for the submission of building plans to the Authorities for building plan approval, and the works shall be constructed as per the approved plans.
- 3.3 The Employer warrants that he will be the registered owner and/or that he will have purchased the property where the Works are situated and shall not conclude any agreement for sale of such for the duration of this Agreement unless the prior written consent of the Contractor is obtained, which consent shall not be unreasonably withheld.
- 3.4 The Employer shall within 21 days of being requested to do so by the Contractor, furnish to the Contractor a banker's Guarantee or other acceptable security for the fulfillment of the Employer's liability in terms of this Agreement, in an amount not less than the Contract Sum.

4.0 CONDITION PRECEDENT

This agreement is conditional upon the Employer concluding an agreement of sale to purchase the property.

5.0 WORKS RISK, INDEMNITIES, AND INSURANCE

- 5.1 Subject to the provisions of 5.2 hereof the Works shall be at the risk of the Contractor from the date on which possession of the site is given to the Contractor until the date of Practical Completion after which the risk in the Works shall pass to the Employer.
- 5.2 The Contractor shall not be liable for damage to or physical loss of the Works where the damage or loss results from any of the following circumstances, and the Employer shall indemnify the Contractor in such circumstances.
- 5.2.1 War, whether declared or not, invasion and hostile acts of foreign enemies
- 5.2.2 rebellion, insurrection, revolution, terrorism, military or usurped power or civil war
- 5.2.3 civil commotion, riot, strike, lockout or disorder by persons other than the Contractor's employees or his subcontractors
- 5.2.4 confiscation, nationalization or requisition by any public or local authority
- 5.2.5 Sonic shock waves caused by aircraft or other aerial devices and ionising radiation or contamination

- 5.2.6 the use or occupation of any part of the Works by the Employer, the Employer's servants and agents, or those for whose acts or omission they are responsible
- 5.2.7 any act or omission of the Employer, the Employer's servants or agents and those for whose acts or omissions they are responsible
- 5.2.8 any act or omission by others or subcontractors engaged by the Employer
- 5.2.9 design of the Works by the Employer or any agent of the Employer
- 5.2.10 a latent defect in materials specified by trade name where the Contractor has no right of substitution. The Contractor hereby cedes to the Employer any claim that may exist against the supplier/manufacturer of such materials.
- 5.3 Subject to the provisions of 5.4 hereof, the Contractor shall effect contract works insurances in the joint names of the Employer and the Contractor, and covering the Contractor's subcontractors. The sum insured shall be the Contract Sum plus 10% (ten percent) thereof.
- 5.4 Where the Agreement is for alterations and/or additions to existing premises the contract works insurances shall be effected by the Employer, otherwise as detailed in 5.3 hereof. The Contractor shall effect the contract works insurance in this contract.
- 5.5 The limit of the Contractor's liability shall not exceed the amount of the contract works insurance. Where the Contractor is not liable for damage to or physical loss of the Works, the cost of repairing such damage or making good such loss shall be treated as a variation in terms of 7.0 hereof.
- 5.6 Subject to the provisions of 5.7 hereof the Contractor indemnifies the Employer against any liability, loss, claim or proceedings whatsoever from other parties consequent upon death or bodily injury or illness of any person, or damage to or physical loss of any property other than the Works, arising out of or due to the execution of the Works or occupation of the site by the Contractor.
- 5.7 The Contractor does not indemnify the Employer where the liability, loss claim or proceedings arises from any of the excluded circumstances listed hereunder, and the Employer shall indemnify the Contractor in such circumstances.
 - 5.7.1 any act or omission of the Employer, his servants, agents, or subcontractors
 - 5.7.2 any act or omission of others engaged by the Employer
 - 5.7.3 design of the Works by the Employer or any agent of the Employer
 - 5.7.4 the use or occupation of the site by the Employer
 - 5.7.5 the right of the Employer to have the works or any part thereof executed at the site
 - 5.7.6 interference with any servitude or other right that is the unavoidable result of execution of the Works, including the weakening of or interference with the support of land adjacent to the site, unless resulting from any gross negligent act or omission by the Contractor or his subcontractors.
 - 5.7.7 damage to or physical loss of an existing structure and the contents thereof in respect of which this Agreement is for alterations or additions to the existing structure.
 - 5.7.8 damage to or physical loss of the contents of the Works
 - 5.7.9 the occupation of any part of the Works by the Employer or his tenants
- 5.8 The Contractor shall effect public liability insurance to cover the joint interest of both the parties in respect of the indemnity stated in 5.6 hereof, for not less than the amount stated in the

Schedule. The Contractor shall also effect any relevant workmen's compensation or similar insurances as are required by law.

- 5.9 Where the execution of the Works involves the risk of weakening or interference with the support of adjoining land or structures the Employer shall effect support insurance in the joint names of both parties and shall engage a professional engineer to design and supervise the provision of any necessary support work. Such support work shall be deemed to be a variation of the works in terms of 7.0 hereof.
- 5.10 The Contractor shall have the right to suspend the progress of the works until he is furnished with the professional engineer's requirements and any delay so caused shall be dealt with in terms of 8.0 hereof.

6.0 EXECUTION OF THE WORKS

- 6.1 The Contractor shall, to the reasonable satisfaction of the Employer, execute and complete the Works shown upon and described in the contract documents and shall provide everything necessary for the proper execution of the Works.
- 6.2 Possession of the site shall be given to the Contractor on the date recorded in the Schedule who shall thereupon within a reasonable time begin the Works and regularly and diligently proceed with and bring the Works to practical completion by the date recorded in the Schedule subject to any extension of time granted by the Employer in terms of 8.2 hereof and subject to the provision that the Contractor shall not be obliged, but in the Contractor's discretion entitled to begin Works until:
- 6.2.1 the necessary plan and other approvals, consent or other authority required under any law (including any statute, ordinance, by-law and/or regulation) has been obtained ;
- 6.2.2 the boundary pegs of the property are located and pointed out to the Contractor,
- 6.2.3 the mortgage bond, where applicable, has been granted and registered;
- 6.2.4 the contract sum has been secured to the Contractor's satisfaction.
- 6.3 The Contractor shall at all reasonable times keep upon the Works a competent person in charge.
- 6.4 The Employer shall not have the right to interfere with, hinder or obstruct any of the Contractor's workmen or other persons employed by or acting on behalf of the Contractor.
- 6.5 The employer shall provide the Contractor with his selection of all materials/finishes in writing within 14 days of being requested to do so by the Contractor in writing. Any delay caused to the Works as a result of the Employer failing to provide his said selection of materials/finishes within the time specified above, shall operate as an extension of time for completion within the meaning of 8.0 hereof and any difference in price relating to said selection of materials/finishes shall be for the account of the Employer which he shall settle in full at the same time that he settles the next payment due to the Contractor as per the Progress Payment Schedule attached marked "Annexure 3"
- 6.6 Where the work involves demolition and/or alterations to existing premises then, unless specifically agreed, any materials or goods which are to be demolished or removed from the existing premises and which are not designated for re-use shall become the property of the Contractor.
- 6.7 If materials mentioned in the Schedule of Finishes is not easily available or where the architect specifies other materials, the Contractor shall be entitled, but not obliged, to use similar materials or those materials specified by the Design.

7.0 VARIATIONS

- 7.1 The Employer may from time to time issue a written request for variations as to the alteration or modification of the design, quality or quantity of the Works as shown upon or described in the contract documents provided that no such variation shall change the essential character of the Works and no such variation shall vitiate this Agreement. The Contractor shall in sole discretion determine whether or not said variation shall be implemented. In the event the Contractor determines any variation shall be implemented, the Contractor shall provide the Employer with a written quotation for said variation and in the event the Employer decides to proceed with said variation, he shall sign and return the quotation to the Contractor within 3 (three) days of receiving same. The Contractor shall immediately provide the Employer with a tax invoice for the Quotation amount and the Employer shall settle the full invoiced amount within 3 days of receipt of the invoice as aforesaid.
- 7.2 The Contractor shall be entitled to insist on a plan of any proposed variation which shall be prepared at the Employer's cost and to instruct the Designer to prepare a plan for quotation purposes and the cost thereof shall be borne by the Employer.

8.0 EXTENSION OF TIME AND PENALTY FOR LATE COMPLETION

- 8.1 Should the Works be delayed by inclement weather, variations, failure to chase finishes, non-payment, breach or any other cause for which the Contractor is not responsible, the Contractor shall be entitled to a fair and reasonable extension of time for the completion of the Works.
- 8.2 The Employer shall grant a reasonable extension of time for the completion of the Works and in so doing shall make allowance for any holidays recognized in the Building Industry. These holidays shall entitle the Contractor to an extension of time.
- 8.3 Should the Works be delayed through any fault of the Employer or those for whom he is responsible, the Contractor shall be entitled to recover any direct or consequential loss or expense caused by such delay, which loss shall be determined by the Contractor.
- The amount of such loss or expense shall be assessed between the Contractor and the Employer and the agreed value shall be added to the Contract Sum, failing which it shall be referred to arbitration.
- 8.4 Should the Employer cause any delays that exceed 7 days in aggregate over the contract period the Employer shall pay a penalty to compensate the Contractor for the costs of *inter alia* maintaining labour, supervision and materials on site, in addition to the claims above, in the sum mentioned in the Schedule.

9.0 OCCUPATION/PRACTICAL COMPLETION

- 9.1 The Contractor shall determine the Occupation Date and shall provide the Employer with written notice 7 (seven) days prior to said Occupation Date.
- 9.2 The Occupation Date shall be deemed by all parties to be the date of Practical Completion.
- 9.3 Practical Completion shall mean the stage of completion where the works are substantially complete and can be effectively used for the purpose intended, determined by the Contractor.

10.0 DEFECTS LIABILITY

- 10.1 Within 10 (ten) days of the Occupation Date, the Employer shall provide the Contractor with a single, comprehensive written list of any work still to be completed and/or defects to be remedied. The Contractor shall remedy said defects as soon as is reasonably possible, whereupon the Employer shall immediately pay any outstanding amounts to the Contractor
- 10.2 The Contractor's liability to remedy any patent defects shall be restricted to as and from the day upon which the Employer provides the Contractor with the comprehensive written list of patent defects described in clause 10.1 above.
- 10.3 Notwithstanding the foregoing, the Contractor will honour the Standard Home Builders Warranty prescribed by the National Home Builders Regulation Council ("NHBC")
- 10.4 The Contractor shall not be responsible for any damage or loss caused by wear and tear, misuse, neglect, negligence, or accident unless caused by the Contractor or those for whom he is responsible.
- 10.5 The Contractor shall not be liable for any defect in any materials or goods supplied by the Employer for incorporation in the Works.
- 10.6 Any leakage in the roof and any damage to the Works caused thereby, arising from faulty materials or workmanship, occurring within a period of 12 (twelve) calendar months after Practical Completion of the Works, shall be made good by the Contractor at his own cost. Such remedial work shall be undertaken within a reasonable time after receipt of the Employer's written notification.
- 10.7 The Contractor shall not be responsible for any latent defects in respect of the Works, except where the Employer has notified the Contractor in writing of such defects within a period of 1 (one) year from the date of Practical Completion. The Employer hereby indemnifies the Contractor in respect of any liability for latent defects beyond such period.
- 10.8 The Employer shall provide the Contractor with reasonable access to the Works in order to enable him to fulfil his obligations under 10.0 hereof.

11.0 PAYMENT

- 11.1 The Contractor shall, upon reaching the intervals as stated in the Schedule when Progress Payments are to be effected in terms of this Agreement, make written application to the Employer for such payments, including the submission of a VAT invoice, where applicable.
- 11.2 The Employer shall pay the amount due in each payment to the Contractor at the place stated in the Schedule, within 10 (ten) calendar days of receiving such application. Where payment is made directly into the Contractor's bank account, written proof thereof shall be furnished to the Contractor upon date of payment.
- 11.3 The amount of each payment shall be a reasonable estimate of the value of work duly executed up to the date of each application and shall include any materials properly required for the Works and delivered to the site and any amounts due under clauses 6, 7 and 8 hereof.
- 11.4 Any unfixed materials required for the Works and delivered to the site shall remain the property of the Contractor until they have been paid for by the Employer.
- 11.5 Any amount not paid on the due date shall bear compound interest thereon at a rate of 3% (three percent) greater than the lending rate charged by the Contractor's bank, which interest shall accrue as from the due date for payment and be payable by the Employer within 7 (seven) days of the Contractor providing the Employer with a tax invoice for same.
- 11.6 Where the Contract Sum includes a provisional allowance for items of work or materials and goods which are to be selected by the Employer, the Contract Sum shall be adjusted by the difference between the budget allowance and the actual cost of the items of work or the delivered cost of the materials and goods, including any reasonable waste.

- 11.7 Upon Practical Completion of the Works and concurrent therewith the Employer shall pay to the Contractor the balance due to the Contractor.
- 11.8 The Employer shall be not be entitled to withhold any amounts from the Contract Sum at any time or after Practical Completion, save for the retention amount referred to in the Schedule.
- 11.9 The Employer shall make payment of the final balance or retention due to the Contractor immediately upon receipt of confirmation from the Designer that the defects referred to in clause 10.1 have been rectified.
- 11.10 In the event the Contractor is, for any reason whatsoever, unable to commence construction by the 1st of _____, the contract sum shall increase by 1% per month or part thereof, until such time as the Contractor commences construction again.
- 11.11 The employer shall provide a payment guarantee by a recognised South African Bank within 14 days of signature hereof in a form acceptable to the Contractor.

12.0 DEFAULT

- 12.1 Should the Contractor make default in any of the following respects:

12.1.1 without reasonable cause wholly suspends the Works before completion;

12.1.2 refuses, after notice in writing from the Employer, to remove defective work or improper materials within a reasonable time, then if such default shall continue for 7 (seven) calendar days after a written notice has been given to the Contractor from the Employer specifying the same, the Employer may, without prejudice to any other rights he may have in terms of this Agreement or in Law, pursue all remedies he sees fit to pursue.

- 12.2 Should the Employer make default in any of the following respects:

12.2.1 Fails to furnish an acceptable guarantee for the contract sum

12.2.2 fails to give possession of the site to the Contractor in terms of 6.2 hereof;

12.2.3 fails to make any payment to the Contractor in terms hereof; then if such default shall continue for 7 (seven) calendar days after written notice has been given to the Employer by the Contractor specifying the same, the Contractor may without prejudice to any other rights he may have in terms of this Agreement or in Law, suspend work and/or cancel this contract and/or to claim all damages that the Contractor may suffer as a consequence of such default, including the right to claim consequential and special damages. In addition, the employer shall be liable for all the Contractor's legal costs on a scale as between attorney and own client.

12.2.4 The period during which work is suspended shall be granted as an extension of time for completion within the meaning of 8.0 hereof.

13.0 SETTLEMENT OF DISPUTES

- 13.1 Any dispute or difference between the Contractor and the Employer arising out of this Agreement shall be referred to Arbitration. This shall not preclude the parties from attempting to resolve their dispute by mediation, conciliation or any other similar means prior to entering into Arbitration proceedings.
- 13.2 The Arbitrator shall be a person agreed upon between the parties. Failing such agreement, the Arbitrator shall, at the written request of either party, be nominated by the Arbitration Forum, Cape Town, where no such Association has jurisdiction, by the President for the

time being of the Master Builders South Africa. The appointment shall be made within 7 (seven) days of receipt of such request.

- 13.3 The Arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitrations as published by the South African Association of Arbitrators unless otherwise agreed.
- 13.4 Cancellation in terms of 12.0 hereof shall not affect the validity of this Agreement to refer all disputes to Arbitration.

14.0 SCHEDULE

This Schedule contains all variables referred to in this Agreement and all spaces requiring information should be completed by the parties or shown as inapplicable and not left blank.

14.1 Contractor

14.2 Postal address
Physical address (domicilium)

Tel: _____ Fax _____

Email: _____

Bank Account:

VAT Registration No: N/A

NHBRC Registration No:

1-862799328

14.3 Employer :

Postal address :

Physical address (domicilium) _____

Tel:

Fax:

Email:

Employer' Registration No. To follow

14.4 Contract Sum, inclusive of VAT : R _____

Amount in words : _____

14.4 Site Address : . ERF _____

14.5 Description of the Works : CONSTRUCTION OF RESIDENTIAL DWELLING HOUSE

14.6 Possession of the site shall be given upon transfer.

14.7 Contract documents

14.8 Intended date of Practical Completion: _____

14.9 Construction of the Works shall commence within _____ of plan approval.

14.11 Amount of public liability insurance required in terms of 5.8 hereof: _____

14.12 Intervals for Progress Payments AS PER ANNEXURE

INITIAL

14.13 Quantity Surveyor : Not Applicable

14.14 Name of Designer :

14.15 Retention Amount:_____

ANNEXURE INDEX

- ANNEXURE "A" – builders NHBRC registration & home enrolment certificate, builders contractor insurance
- ANNEXURE "B" – site plan Bodenzee
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- ANNEXURE "H" – kitchen & cabinetry
- ANNEXURE "I" – painting
- ANNEXURE "J" - progress payment agreement
- ANNEXURE "K" - special requests

EMPLOYER

WITNESS

SIGNED AT _____ DAY OF _____ 2012

CONTRACTOR

WITNESS



ANNEXURE "A"

BUILDERS NHBRC & HOME ENROLMENT CERT. CONTRACTOR INSURANCE

- Builders NHBRC registration certificate. (Certified)
- Builders contractors insurance. (Certified)
- NHBRC home enrollment certificate. (Certified)

ANNEXURE "B"

BODENZEE SITE PLAN

Bodensee site plan.

ANNEXURE "C"

FINAL PLAN

Final plan including sections and elevations.

ANNEXURE "D"

BUILDING SPECIFICATIONS AND PC ALLOWANCES

- Building specifications.
- PC allowances.

FINISHES SCHEDULE (standard specification-client.....)

BASIC SPECIFICATIONS

1. BRICKWORK

- Exterior Walls: All exterior walls will be of SABS approved cement Maxi stock bricks – 220mm x 90mm x 115mm – plastered and painted.
- Interior Walls: Will be of SABS approved cement Maxi stock bricks – 220 x 90mm x 115mm – and finished in one coat smooth plaster, with one (1) coat plaster primer and two (2) coats interior, colour & brand will be as per final quote from specialist painter.

2. WINDOW SILLS

- Exterior: Plastered and painted.
- Interior: Plastered and painted.

3. WINDOWS

All windows will be as per **PLAN** (White/bronze epoxy Aluminium std) refer final window schedule on plan.

4. DOORS AND DOOR FRAMES

- Front door: Single solid wood door in standard solid wood frame, varnish finish.
- Back door: Single solid wood door in standard solid wood frame, varnish finish.
- Sliding doors: Standard Aluminium in standard Aluminium frame (Epoxy white or bronze). Refer final door schedule on plan.
- Internal doors: Hollow core type wooden frame, painted with one (1) coat primer and two (2) coats white gloss enamel paint.

5. ROOF RAFTERS AND COVERING

All rafters to SABS/SANS structural requirements. Roof covering will be Chromodeck I.B.R sheeting, colour white or grey.

6. FLOOR COVERING

All internal floor coverings as per PC allowance and from developer's suppliers and final plan.

All external coverings (Driveway & walkways, patios) by specialist contractors quote and budget.
(See annexure "G")

7. BUILT IN CUPBOARDS (See annexure "H")

Kitchens & Pantry/scullery: To client's specifications and specialized contractors quote.

Bedroom cupboards: All built in cupboards to clients needs as per specialized contractors quote.

Linen closet and miscl cupboards to specifications and specialized contractors quote.

8. SANITARY WARE

Will be as per PC allowance and from Developers preferred suppliers. (See annexure "F")

Bath and basins: Will be to clients choice from developers suppliers as per plan.

Toilet and cistern: Will be to clients choice from developers suppliers as per plan

Kitchen sink: Will be to specifications as per final kitchen plan.

Taps: Will be to clients choice from developers suppliers as per plan.

Shower doors : Will be to clients choice from developers suppliers as per plan.

Hot water: Will be provided by final design & energy needs as per final plan.

Water connection and supply: Will be 15mm diameter multilayer pipe internally and 22mm polycop piping from the water meter to the building.

Rainwater goods: Will be of PVC gutters & PVC downpipes.

Garden taps: Will be to clients choice as per final plan.

Washing machine: Will be to clients choice as per final plan.

Dishwasher: Will be to clients choice as per final plan.

9. ELECTRICAL INSTALLATION:

Positions of the switchboard and electrical outlets and switches, T.V. and phone points indicated on the **PLAN**, may for practical reasons, need to be altered/omitted and such alteration will be at the **DEVELOPER's** discretion. The distribution board and pre paid meter will be fitted inside the garage. (See annexure "E")

PLUG POINTS:

- Lounge - As per final plan
- Above working surface in kitchens - As per final plan
- Refrigerator/freezer - As per final plan
- Washing machine/ (or) Dish Washer - As per final plan
- Stove - As per final plan
- Extractor - As per final plan
- Main bedroom - As per final plan
- Bedrooms - As per final plan
- Study (where applicable) - As per final plan
- Telephone - As per final plan
- TV Point - As per final plan
- Internet Access - As per final plan
- Prepaid Electrical box - As per final plan
- Automated Sectional Door - As per final plan

10. TV ANTENAE

TV & home automation electrical by specialist contractors. (See annexure "E")

11. LIGHT FITTINGS

As per **clients** choice according to lighting plan. (See annexure "E")

12. CEILINGS

Generally, will be a height of 2400, above floor level.

Internal: Will be skimmed Rhinoboard with cove corners, painted with two (2) coats acrylic or Isoboard polystyrene sheets with white wood grain finish to final plan.

13. WALL TILING

Will be as per wall tiling schedule. **DEVELOPER's** preferred range as per final plan.

(See PC allowances for sqm coverage)

- All tiling: Will be fixed by a specialist tiler appointed by the **DEVELOPER**.
- Wall tiles: Tiles will not applied behind cupboards, bath or any other fixture or fitting.
- Showers: Will be tiled to full height.
- Bathrooms: Will be tiled as to final plan.

14. BATHROOM ACCESSORIES

The following accessories have been allowed for in each bathroom as per **clients** Choice as per plan position and budget. (See annexure "F")

Toilet Roll Holder

Towel Rails

Mirror as per final plan and budget to clients choices from developers suppliers.

15. KITCHEN FIXTURES

Stove: As per final kitchen design. (See annexure "H")

Hob: As per final kitchen design. (See annexure "H")

Extractor Fan: As per final kitchen design. (See annexure "H")

16. GLAZING

Clear sheet glass generally. Obscure glass to bathrooms to glazier's choice and all glass to conform to National Building Regulations in respect of thickness and type in relation to size and position.

17. IRONMONGERY

Internal doors are to be fitted with standard two lever mortice locksets with door handles selected by the **client** from the **DEVELOPER's** preferred range and to PC allowance.

External doors are to be fitted with three lever mortice lockset with brass door handles selected by the **client** from the **DEVELOPER's** preferred range and PC allowance.

18. GARAGE

Garage door: Will be single or double sectional door (automated), selected by the **DEVELOPER**.

Garage floor: Screeded cement with painted finish.

Roof: Roof with chromadeck sheeting.

Electrical points: As per final plan.

Plaster: Plastered outside and bagged inside.

Ceiling: There will be no ceiling to the garage.

Light point: As per final plan.

19. BRAAI/ PATIO

A Braai built into the patio optional extra.

20. HOUSE NUMBER

Will be of a suitable type and will be of the **clients** choice to PC allowance.

21. SITE CLEARING

The property will be cleared of visible rubble. The existing natural contours of the site will generally be retained and only undue hillocks and mounds will be removed.

22. LANDSCAPING AND GARDENING

All landscaping optional extra to specialist contractor's quote. All external paving to final plan and to specialized contractors quote, refer final plan & See annexure "G".

23. FINISHES

The **EMPLOYER** hereby acknowledges and agrees that the choice of finishes will be limited to the range offered by the **DEVELOPER** as per this **BASIC SPECIFICATIONS** and shall be subject to availability thereof, or a similar product may be substituted.

24. BUILDING STANDARDS

All construction procedures and standards will be in accordance with the requirements of the NHBRC.

25. GENERAL

Barge/Facia boards: Fibre cement painted with one (1) coat primer- and two (2) coats gloss enamel paint or PVC will be used, final plan to be guide.

Skirtings: SA-Pine painted with one (1) coat primer- and two (2) coats white gloss enamel paint or varnished.

Curtain rails: To be provided by **client**.

26. WALLING

Cement Block walling (plastered and painted) as per plan up to 1.8m height on front boundary. Vibercrete walling between houses at 1.8m height with optional extra plastered and painted block walls. Final plan to be used as guide.

36. SECURITY

All boundary security gates to final plan specification. Electrical points for motorized gates to final plan. Electric fencing and alarm systems by specialized installers as per quote. Burglar bars and internal security trellis by specialized installers as per quote. Note: specialized installer hired by **client** directly must first obtain written permission to install before occupation and any damage resulting to clients account. (See annexure "E")

ELECTRICAL

- Light points diagram internal & external.
- Plug points diagram internal & external.
- Lighting fixtures.
- TV points on diagram.
- Telkom points for telephone & internet on diagram.
- Home automation.
- Specialist loadshedding & solar/battery systems.
- Security requirements (Gate motors and intercoms)

ELECTRICAL PLAN INCLUDING LIGHTING FIXTURE SPECS

ANNEXURE "F"

PLUMBING

- Hot & cold water points diagram internal & external.
- Hot water system. (Heat pump or solar)
- Sanitary fixtures.
- Pool.
- Grey water system.

ANNEXURE "G"

LANDSCAPING & EXTERNAL PAVING

- Landscaping.
- External paving.

ANNEXURE "H"

KITCHEN & CABINETS

- Kitchen.
- Cabinetry.

ANNEXURE "I"

PAINTING

- Painting general notes.
- Internal specifications.
- External specifications.



ANNEXURE "K"

PROGRESS PAYMENT AGREEMENT

Progress payment agreement.

ANNEXURE "K"

SPECIAL REQUESTS

Special requests.