

BERGKRIEK

ANNEXURE A TO OFFER TO PURCHASE

BUILDING CONTRACT

Annexure A

Entered into and concluded between

--

(hereinafter referred to as “the Employer”)

and

Bergkriek Ontwikkelaars CC
Registration Number CK 2007/178446/23
(hereinafter referred to as “the Contractor”)

(hereinafter referred to collectively as “the Parties”)

in respect of a dwelling to be erected on the vacant property described as

ERF NUMBER	STAND NUMBER	NA
MEASURING Approximately		Square metres
TOWNSHIP	Olievenpoort Extension 13	

(hereinafter referred to as “the Property”)

1. INTERPRETATION

In this Annexure, unless inconsistent with the context, the words and phrases defined hereunder shall bear the meanings assigned to them in this **Clause**:

- 1.1 “**Completion**” shall mean the point at which all defects identified and documented in the defects schedule compiled by the Employer in the 14 (fourteen) days subsequent to occupation of the Property have been remedied by the Contractor to the satisfaction of the Employer;
- 1.2 “**Contractor**” shall mean the party contracting with the Employer for the execution of the Works, and described as Bergkriek Ontwikkelaars CC (Registration Number CK 2007/178446/23) ;
- 1.3 “**Contract Sum**” shall mean the sum inclusive of VAT that is payable by the Employer for the construction of the dwelling, at the times and in the manner specified in **Schedule 1 to Annexure**, which shall be payable to the Contractor or at his chosen address being his *domicilium citandi et executandi*;
- 1.4 “**Contract Documents**” shall mean:
 - 1.4.1 the Offer to Purchase agreement to which this Building Contract is annexed;
 - 1.4.2 Annexure A – Building Contract;
 - 1.4.3 Schedule 1 to Annexure A – Summary of Purchase Price
 - 1.4.4 Schedule 2 to Annexure A – Finishes
 - 1.4.5 Schedule 3 to Annexure A – the Final Drawings;
 - 1.4.6 Schedule 4 to Annexure A – Kitchen Layout
 - 1.4.7 Annexure B – Site Development Plan.

- 1.5 **“Defect”** shall mean 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;
- 1.6 **“Employer”** shall mean the party contracting with the Contractor for the execution of the Works, and referred to in the Offer to Purchase as the Purchaser;
- 1.7 **“Final Drawings”** shall mean the building plans specifically approved by the Local Authority for the property hereby sold, substantially in accordance with one of the standard layouts set out in Schedule 3 to Annexure A which shall signed by both for identification purposes, together with the Specifications described in Schedule 1 attached to Annexure A. Should no reference to the Specifications be made in the building plans, the provisions of the Specifications shall prevail;
- 1.8 **“Latent Defect”** shall mean a defect which a reasonable inspection of the Works by the Employer prior to final acceptance of the Works would not have disclosed;
- 1.9 **“Patent Defect”** shall mean a defect which a reasonable inspection of the Works by the Employer prior to final acceptance of the Works would have disclosed;
- 1.10 **“Practical Completion”** shall mean the point at which the Property and the dwelling constructed thereon is ready for occupation by the Employer, at which stage the Employer is entitled to inspect the Works and furnish the Contractor with a written list of defects which are required to be remedied. If the Property has been occupied by the Employer, or an Occupancy Certificate has been issued by the Local Authority concerned, the dwelling shall be deemed to be practically complete, unless otherwise agreed by the Parties in writing;
- 1.11 **“Specifications”** shall mean the schedules of finishes described in **Schedule 1 attached to Annexure A**. Unless the Specifications and building plans are approved by the Parties in writing and annexed to Annexure A, the Specifications shall be deemed to be the minimum specifications recommended by the National Home Builders Registration Council. In the event of any discrepancy in specifications arising between the building plans and the schedules of finishes, the provisions contained in the schedules of finishes shall prevail;
- 1.12 **“Works”** shall mean the erection of a domestic dwelling that is to be constructed on the Property in accordance with the provisions of the Contract Documents.

2 EXECUTION OF THE WORKS

- 2.1 The Contractor shall, to the reasonable satisfaction of the Employer, execute and complete the Works shown upon and described in the Contract Documents;
- 2.2 The Contractor shall provide everything necessary for the proper execution of the Works;
- 2.3 Reasonable access to the Property shall be given to the Contractor after approval by the Employer of the building plans, at which stage the Contractor shall within a reasonable time begin the Works and regularly and diligently proceed with and bring the Works to Practical Completion by the occupation date agreed with the Employer, or such extended date as may be agreed by the Parties in writing. The Contractor shall not be obliged to commence the Works until:
 - 2.3.1 The necessary building plan and other approvals, consent or other authority required under any law (including any statute, ordinance, by-law and/or regulation) have been obtained by the Contractor;
 - 2.3.2 The mortgage bond, where applicable, has been granted and registered;
 - 2.3.3 The Employer has furnished the payment guarantee(s) referred to in the Offer to Purchase;The Contractor may, however, at his own risk, elect to commence the Works prior to fulfilment of any of the requirements referred to in **Clauses 2.3.1 to 2.3.3**.
- 2.4 The Contractor shall at all reasonable times keep a competent person in charge of the Works;

- 2.5 **The Employer shall not have the right to break down work, issue instructions to, or interfere with, hinder or obstruct any of the Contractor's workmen, any sub-Contractors employed on the Property or other persons employed by, or acting on behalf of, the Contractor;**
- 2.6 The Contractor shall timeously order all materials required for the Works. In the event that any of the materials set out in the Specifications become unavailable, or are in short supply for an extended period, then the Employer shall select substitute material of a similar quality from amongst like materials readily available to and procurable by the Contractor. Material selected by the Employer must be available from suppliers during the week that it is needed, and any difference in price shall be for the account of the Employer. The Contractor will not stock or purchase material in advance. If the Employer requires certain material to be purchased in advance, and stored by the supplier, he may do so at his own cost and risk. It is advised that for certain materials, (for example, tiles), the quantity reserved be increased by 10% (ten percent) to cover breakages, and to provide for the possibility that the materials chosen become unavailable. Amounts refundable to the Employer in respect of material purchases for which the Employer has paid will be deducted from the progress payment following installation or use of such materials;
- 2.7 **The Employer shall not visit the construction site during the week unless specifically arranged with the Contractor or the agent concerned.** Requests for such visits will only be granted in exceptional cases. The Employer may visit the construction site on weekends for consultations, provided that the prior arrangements have been made with the Contractor or the agent concerned;
- 2.8 **No sub-contractors other than the sub-contractors used by the Contractor will be allowed on the construction site before occupation of the dwelling.** In the event that other sub-contractors are necessary, or the Employer prefers the Contractor to use a specific sub-contractor (for example: skylights, swimming pools, garden service, security gates etc), such requests will be considered by the Contractor, and may be negotiated by the Parties to this agreement, in conjunction with the agent concerned.

3 PLANS / DRAWINGS

3.1 Plans prepared by the Contractor

- 3.1.1 It is hereby recorded that the building plans for the property had been pre-approved by the local authority. The Contractor is obliged to erect the dwelling in strict accordance with the approved building plans failing which the local authority will not issue an Occupation Certificate. The Employer hereby takes notice of the aforesaid and acknowledges that under no circumstances whatsoever a deviation from the approved building plans will be allowed.
- 3.1.2 The Employer hereby admits that he/she/it inspected the building plans for the property, is satisfied therewith and accepts it without any reservations whatsoever.
- 3.1.1 In the event that the Local Authority, mortgagee, township owner or other statutory body at any time or for any reason whether before, during or after the construction of the Works, requires any alteration, variation or amendment to the drawings and / or specifications which involves the Contractor in additional expense, then the reasonable cost of complying with any request for such alteration, variation or amendment shall be borne and paid for by the Employer.

4 RESPONSIBILITY FOR COSTS

- 4.1 As is specifically indicated hereunder, the Contractor is responsible for the payment of the costs incurred in respect of the following services should these be required:
- 4.1.1 Soil testing;
- 4.1.2 Blasting and work where a compressor is needed (excluding that required for the construction of swimming pools, plunge pools etc);*
- 4.1.3 Special reinforcing and special foundations due to clay and / or adverse soil conditions;*
- 4.1.4 Test pits;
- 4.1.5 Engineer's services;
- 4.1.6 Cost in respect of locating boundary pegs;

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- 4.1.7 Architectural fees and printing costs;
 - 4.1.8 Conveyancing fees associated with transfer of ownership of the Property;
 - 4.1.9 Footway deposit and hoarding fee;
 - 4.1.10 Plan drawing costs;
 - 4.1.11 Plan submission and approval fees;
 - 4.1.12 Water connection fees to site;
 - 4.1.13 Water consumption during construction of the Works;
 - 4.1.14 Electrical cable connection fees to site;
 - 4.1.15 Electrical consumption during construction of the Works;
 - 4.1.16 Sewerage connection fees;
 - 4.2 As is specifically indicated hereunder, the Employer is responsible for the payment of the costs incurred in respect of the following unless otherwise specifically agreed to in writing by the Parties to this Agreement:
 - 4.2.1 National Home Builders Registration Council enrolment fee for the Works (paid by the Contractor and recovered from the Employer, included in Contract Sum);
 - 4.2.2 Bond registration costs;
 - 4.2.3 Financial institution valuation fees;
 - 4.2.4 Collateral costs and finance charges;
 - 4.2.5 Interim interest from date of registration of transfer of ownership of the Property;
 - 4.2.6 Interim rates and taxes (from date of registration of transfer of ownership of the Property);
 - 4.2.7 Inspection fees;
 - 4.2.8 Water connection fees to dwelling and water deposit (paid by Contractor, but refundable to Contractor by Employer);
 - 4.2.9 Electricity connection fees to dwelling and deposit (paid by Contractor, but refundable to Contractor by Employer).
- * The removal or importation of any material as a reasonable consequence of events specified in 4.1.2 and 4.1.3 above shall also be for the Contractor's account.

5 COMMENCEMENT AND COMPLETION

- 5.1 The Contractor shall commence with the Works within a reasonable period of time after receipt of the necessary guarantees referred to in **Clauses 2 and 3** of the Offer to Purchase, and fulfilment of all of the suspensive conditions referred to in **Clause 3** of the Offer to Purchase. The Contractor will complete the Works no later than **8 (eight) months** from date of receipt of the guarantees referred to above, subject to any extension of time granted by the Employer. In the event that the building operations coincide with the December holiday period in any year, then the intended period of completion within the time limit as aforesaid shall be extended by an additional 30 days.
- 5.2 Notwithstanding the provisions of **Clause 5.1** above, the Contractor shall not be obliged to commence the Works until:
 - 5.2.1 the necessary building plan and other approvals, and consent or other authority required under any law (including any statute, ordinance, by-laws and / or regulation) have been obtained by the Contractor;
 - 5.2.2 the boundary pegs of the Property have been located and pointed out to the Employer;

- 5.2.3 the mortgage bond, where applicable, has been granted and registered;
- 5.2.4 all servitudes, if any, have been registered.

The Contractor may, however, at his own risk, elect to commence the Works prior to fulfilment of any of the requirements referred to in **Clauses 5.2.1 to 5.2.4**.

- 5.3 Should any of the conditions referred to above not be fulfilled for a period of **60 (sixty) days** from the date of signature of this Annexure, or such extended period as may be agreed by the Parties in writing, either party shall have the right to cancel this Agreement, and the Contractor shall be entitled to recover all reasonable and actual costs incurred, and arising out of, compliance with the provisions of the Contract Documents up to the date of cancellation from the Employer, provided that such cancellation is not due to any default on the part of the Contractor;
- 5.4 If it is agreed by the Parties to this agreement that the Works commence before the mortgage bond is registered, the progress payments due and referred to in **Clause 10** will bear interest according to the provisions of that **Clause**.

6 VARIATIONS

- 6.1 The Employer may from time to time order variations or modifications of the design, quality or quantity of the Works, as shown upon or described in, the building plans, provided that:
 - 6.1.1 no such variation shall change the essential character of the Works;
 - 6.1.2 no such variation shall vitiate the provisions of this Annexure;
 - 6.1.3 any order for variation from the Employer in terms of this **Clause** shall be in writing;
- 6.2 The recoverable value of any variation shall be assessed by the Contractor, agreed with the Employer and reduced to writing, and such agreed value shall be paid to the Contractor or his agent prior to execution of the variation order by the Contractor. **To cover overheads and profit a 20% fee on the increased cost value will be charged.**
- 6.3 In the case of a dispute about the recoverable value of the variation requested by the Employer, a certificate signed by a registered Quantity Surveyor specifying the amount due by the Employer to the Contractor shall be obtained by the Contractor, and such amount shall be the face value of the amount recoverable from the Employer for the variation or modification. Should the Employer default for any reason, the cost of obtaining the Quantity Surveyor's certificate shall be for the account of the Employer.

7 EXTENSION OF TIME

- 7.1 If completion of the Works is delayed as a result of vis major or unforeseen circumstances including, but without limiting the generality of the afore going, any strike, lockout, shortage of labour and materials, riot, political or civil disturbances, exceptionally inclement weather or any other cause beyond the Contractor's control:
 - 7.1.1 the Employer shall not for such reason have any claim against the Contractor, whether for damages or otherwise;
 - 7.1.2 the Contractor shall be entitled to a fair and reasonable extension of time, as agreed between the Parties, for the completion of the Works.
- 7.2 The provisions of this **Clause** shall not apply if completion of the Works is delayed as a result of any dispute between the Contractor and his employees and sub-contractors.

8 LIABILITY

- 8.1 The Contractor shall and hereby does indemnify the Employer against any liability, loss, claim or proceedings whatsoever from other parties whether arising under common law or by statute consequent upon personal injuries to, or the death of any person arising out of, or in the course of, or caused by the execution of the Works unless due to any act or omission of the Employer or his servants or agents or those for whose acts or omissions they are responsible;
- 8.2 The Contractor shall and hereby does indemnify the Employer against any liability, loss, claim or proceedings consequent upon loss of, or damage to, any movable or immoveable property arising out of, or in the course of, or

caused by, the execution of the Works and due to any act or omission of the Contractor, his employees, his agents, servants or sub-contractors. This indemnity shall not apply if the loss contemplated herein is due to any act or omission of the Employer or his servants or agents or those for whose acts or omissions they are responsible and shall furthermore not apply if the loss contemplated herein is caused by 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 or manufacturer of such materials;

- 8.3 The Works shall be at the risk of the Contractor who hereby indemnifies the Employer against any liability, loss, claim or proceeding whatsoever arising out of damages caused thereto.

9 RISK OF DESIGN AND UNINSURED RISKS

The risk of design of the Works by the Employer or his servants or agents and the risk of the suitability of Preliminary Cost items not supplied as standard items by the Contractor shall be at the risk of the Employer. Where the design of the Works is carried out by the Contractor, the risk of the design shall be assumed by the Contractor.

10 PAYMENT OF THE CONTRACT SUM

The Contractor shall, upon reaching the various stages of completion of the Works for which payment is to be effected, make written application to the Employer for such payment. Payment of the Contract Sum shall be made to the Contractor as set out below and the method of payment shall be determined by the manner in which finance has been secured.

- 10.1 Payment to the Contractor, if financed by a Bank or Financial Institution, shall be made according to the methods and rules for interim payment prescribed by them, and if the Contract Sum is financed by the Employer, payment of the Contract Sum shall be made as follows:

10.1.1 The first instalment shall approximate 20% (Twenty percent) of the Contract Sum, and shall be paid within 7 (seven) days of completion of the first section of the Works, which includes:

- 10.1.1.1 all structural concrete and brickwork completed, internal and external walls plate high, chimney carried to full height;
- 10.1.1.2 all door frames, door jamb-linings and window cavities built in, except doors and windows;
- 10.1.1.3 all concrete floors laid (but not screeded);

10.1.2 The second instalment shall approximate 20% (Twenty percent) (Cumulative 40%) of the Contract Sum, and shall be paid within 7 (seven) days of completion of the second section of the Works, which includes:

- 10.1.2.1 all wall plates, roof trusses, roof covering, and beam filling installed;
- 10.1.2.2 all internal walls chased for electric conduiting, and plastered;
- 10.1.2.3 all floors screeded, ready for paving, tiling or other finish;
- 10.1.2.4 all internal sills completed.

10.1.3 The third instalment shall approximate 20% (Twenty percent) (Cumulative 60%) of the Contract Sum, and shall be paid within 7 (seven) days of completion of the third section of the Works, which includes:

- 10.1.3.1 all ceilings and cornices installed;
- 10.1.3.2 all doors hung with locks fitted;
- 10.1.3.3 all tiled floors laid;
- 10.1.3.4 all skirtings and pelmets (if any) fixed;

- 10.1.4 The fourth instalment shall approximate 30% (Thirty percent) (Cumulative 90%) of the Contract Sum, and shall be paid within 7 (seven) days of completion of the third section of the Works, which includes:**
- 10.1.4.1 all kitchen and bedroom cupboard units installed;
 - 10.1.4.2 all glazing completed and painting commenced;
 - 10.1.4.3 all sanitary fittings installed. All water and drain pipes, gullies, vents, water and sanitary piping installed and in proper working order;
 - 10.1.4.4 all finishing details for fireplaces, flower boxes, external window sills, surface channels, steps and the like completed;
 - 10.1.4.5 roof flashings, gutters and down pipes installed.
- 10.1.5 The fifth and final instalment comprising the outstanding 10% (ten percent) of the Contract Sum shall be paid with 7 (seven) days of completion of the fourth and final section of the Works, which includes:**
- 10.1.5.1 all painting, colour washing and distempering completed;
 - 10.1.5.2 all floor coverings installed;
 - 10.1.5.3 all doors, fixtures and ironmongery fitted and in good working order, including installation of sliding doors and windows;
 - 10.1.5.4 all glass cleaned;
 - 10.1.5.5 all electrical wiring, electric fittings, lights, stove, switches, geyser and plugs installed and in working order, Electrical Compliance Certificate issued and testing of the installation by the Local Authority concluded;
 - 10.1.5.6 completion of fencing and removal of builders' spoil and rubbish;
 - 10.1.5.7 planting of lawn in specified areas;
 - 10.1.5.8 laying of paving in specified areas;
 - 10.1.5.9 receipt by the Employer of written notification from the Contractor that the Works are ready for occupation, followed by receipt by the Employer of a Certificate of Occupation issued by the Local Authority concerned;
- 10.2 In the event that the Contract Sum is payable from the proceeds of a building loan secured by a First Mortgage Bond obtained from a Bank or approved Financial Institution, then the Employer irrevocably cedes to the Contractor a sum equal to the amount of such mortgage bond. The Contractor is hereby authorised to receive interim draws from the Mortgagee/s and the Employer agrees to sign the authority for such payments as and when required by the Contractor. In the event of the Employer failing or refusing to authorise payment of such interim draws, the Contractor shall be entitled without prejudice to any other rights which it may have in terms of this Annexure, or in law, to discontinue the said Works, and all damages arising, costs incurred and additional interest accruing shall be for the account of the Employer provided the Contractor himself is not in default in any way. The Employer hereby irrevocably authorises the Contractor to sign any release for and on behalf of the Employer and to accept all draws on the Employer's behalf. In the event that the Mortgagee/s, through error or otherwise, pay to the Employer or his agent, or assigns, any of the proceeds of the mortgage bond(s) hereby ceded, prior to the Contractor having been paid the full Contract Sum, plus any additional amounts herein contained, the Contractor may require the Employer forthwith to pay such amounts to the Contractor plus interest thereon at a rate of interest equivalent to **2% above the prime rate** charged by the Contractor's bank in respect of unsecured overdraft facilities from the due date of such payment to the Contractor until the date of payment thereof to the Contractor (both days included);
- 10.3 Any instalment not paid on the due date or date of occupation shall bear interest at **2% (two percent) above the prime overdraft rate** charged by ABSA Bank to its clients, which interest shall accrue from the due date to actual date of payment (both days included);

- 10.4 The Contractor shall notify the Employer in writing **7 (seven) days** before the completion of each section as set out above of the date of such completion, and failing such written notice, the penalty provisions of the preceding **sub-clause** shall not apply. Presentation of an invoice or statement for the amount due in respect of each phase completed shall constitute adequate notification for the purpose contemplated in this **Clause**;

11 PRACTICAL COMPLETION AND OCCUPATION

- 11.1 Upon substantial completion of the Works, the Contractor shall notify the Employer in writing that the Works are ready for occupation, at which point the Works shall be deemed to have reached Practical Completion;
- 11.2 After occupation, the Employer shall inspect the Works, and provide the Contractor within **14 (fourteen) days** from date of occupation with a comprehensive written list of any work still to be completed and / or defects to be remedied (referred to herein as "the snag list"). Such remedial work shall be undertaken and completed by the Contractor within a reasonable period after submission of the snag list by the Employer to the Contractor;
- 11.3 As soon as the work detailed on the snag list has been completed by the Contractor, and inspected and accepted by the Employer, the Works shall be deemed to have reached Completion. The defects liability period shall commence from the date of Completion;
- 11.4 For the purposes of this agreement, and except where expressly agreed otherwise in writing, the date of Practical Completion shall be the due date for payment of the fifth and final instalment by the Employer to the Contractor. The Employer may not take occupation of the Property prior to payment and unconditional receipt of this instalment, unless agreed otherwise in writing by the Parties to this Agreement.

- 11.5 ***Notwithstanding anything to the contrary herein contained, the Employer shall not be entitled to withhold any amount of the Contract Sum after Practical Completion. The Employer shall not be entitled to take occupation of the Property until the Contract Sum has been settled in full, unless agreed otherwise in writing by the Parties to this Agreement.***

12 DEFECTS LIABILITY

- 12.1 Any patent defects, shrinkage or other faults which may appear within **3 (three) months** after Completion of the Works, whether due to material failure or poor workmanship, or to faults occurring before completion of the Works, shall within a reasonable time after receipt of the Employer's written notification of such, be made good by the Contractor at his own cost in accordance with NHBRC regulations. The Contractor shall not, however, be required to make good at his own cost any damage caused by frost which may appear after Completion, unless it is proven that such damage occurred before Completion;
- 12.2 Any leakage in the roof and any damage to the Works caused thereby, whether due to material failure or poor workmanship, occurring within a period of **12 (twelve) months** after Completion of the Works, shall be made good by the Contractor at his own cost in accordance with NHBRC regulations. Such remedial work shall be undertaken and completed within a reasonable period after receipt by the Contractor of the Employer's written notification of the fault;
- 12.3 The Contractor shall not be responsible for any latent defects in respect of the substructure, the superstructure and the roof structure of the Works, except where the Employer has notified the Contractor in writing of such defects within a period of **5 (five) years** from the date of Completion in accordance with NHBRC regulations. The Employer hereby indemnifies the Contractor in respect of any liability for latent defects which arise beyond such date;
- 12.4 The Contractor shall not be liable under any circumstances whatsoever for any faults or defects or consequential damage resulting from surface or storm water, ground containing clay, geological disturbances and adverse sub-soil conditions. The Contractor may, however be held liable for damage resulting from soil and sub-surface conditions mentioned in the geological report submitted to the Local Authority which approved the development;
- 12.5 The Contractor shall be responsible only for damages sustained by the Employer under conditions of normal use and service, and shall under no circumstances be responsible for damage or loss caused by wear and tear, misuse, neglect, negligence, abuse or accident on the part of the Employer, or in respect of, or arising from, any risk insured against in terms of homeowners' insurance policies normally issued by leading South African insurance companies

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in respect of residential properties. Furthermore, the Contractor shall under no circumstances be liable for any consequential loss or damage in these circumstances.

13 DEFAULT

13.1 If the Contractor defaults in any of the following respects:

13.1.1 Without reasonable cause, wholly suspends the Works before completion;

13.1.2 Refuses to proceed with the Works with reasonable diligence;

13.1.3 Refuses, after notice in writing from the Employer, to remove defective work or improper materials; or

13.1.4 Is provisionally sequestrated, provisionally wound-up, or becomes insolvent,

then, and if such default continues for **7 (seven) days** after written notification or electronic mail has been sent to the Contractor by the Employer specifying same, the Employer may, without prejudice to any other rights he may have in terms of this agreement or in law, by registered post, terminate the employment of the Contractor in terms of this agreement, provided that no dispute has been declared in terms of **Clause 16** of the Offer to Purchase. In such event, the Contractor shall be liable for all damages incurred by the Employer by reason of such default;

13.2 Should the Employer's estate be provisionally sequestrated or provisionally would-up as insolvent, the Contractor shall be entitled forthwith to give the Employer or his Trustee, per registered post, **7 (seven) days'** written notice of the termination of this agreement, without prejudice to any other rights which the Contractor may have in terms of this agreement or in law;

13.3 Should the Employer commit a breach of any of the terms of this agreement or should the Employer fail to make payment in accordance with the provisions of **Clause 10** of this agreement, the Contractor shall be entitled, on giving **7 (seven) days'** written notice to the Employer to remedy such breach or non-payment, to cease work under this agreement until the breach has been remedied or payment has been made to the Contractor. The period during which the Works shall cease shall operate as an extension of time for completion within the meaning of **Clause 7**;

13.4 A certificate signed by a registered Quantity Surveyor specifying the amount due by the Employer to the Contractor shall be the face value of any amount due to the Contractor in terms of this agreement. Where the Employer is in default, the cost of obtaining the Quantity Surveyor's certificate shall also be for the Employer's account.

SIGNED BY THE EMPLOYER AT HONEYDEW ON THIS THE ____ DAY OF 2015

AS WITNESSES:

1. _____
EMPLOYER
2. _____
(who warrants his authority hereto)

Second Purchaser _____
SPOUSE

SIGNED BY THE CONTRACTOR AT HONEYDEW ON THIS THE ____ DAY OF 2015

AS WITNESSES:

1. _____
CONTRACTOR
2. _____
(who warrants his authority hereto)

FACILITATED BY THE AGENT AT RANDBURG ON THIS THE ____ DAY OF 2015

AS WITNESSES:

1. _____
HARCOURTS
2. _____