



## **BUILDING AGREEMENT**

between

**PURPLE PLUM PROPERTIES 82  
(PROPRIETARY) LIMITED  
REGISTRATION NUMBER: 2003/007014/07  
(the Contractor)  
OR NOMINEE in terms of Clause 20**

and

\_\_\_\_\_  
(the Employer)  
**THE PARTIES WHOSE FULL PARTICULARS APPEAR IN THE SCHEDULE**

in respect of Erf \_\_\_\_\_

**RIJKS CLOSE @ AAN DE WIJNLANDEN, STELLENBOSCH**



**COVERING SCHEDULE**

1. PARTIES	
<b>1.1. Contractor:</b>	<b>PURPLE PLUM PROPERTIES (Pty) Ltd</b> <b>Registration number: 2003/007014/07</b> <b>or its nominee</b> It is further recorded that: (a) That the contractor or the nominee will be registered with the NHBRC (b) The contractor or nominee undertakes to comply with its obligations as required by the legislation and regulations governing the NHBRC as a statutory body by the Housing Consumers Protection Act of 1998
<b>1.2. (First) Employer (full names):</b>	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No.:	
Representative's full names (if signing on behalf of a legal entity) :	
Residential Address (street address) / Registered Address:	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	
Fax:	
E-mail address:	
Marital Status:	Single <input type="checkbox"/> Married <input type="checkbox"/>
(How married?)	<input type="checkbox"/> in community of property <input type="checkbox"/> out of community of property without accrual <input type="checkbox"/> out of community of property with accrual <input type="checkbox"/> foreign marriage
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Names Full of Spouse:	
Identity No. / Date of Birth:	
<b>1.3. (Second) Employer (full names):</b>	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No.:	
Representative's full names (if signing on behalf of a legal entity) :	
Residential Address (street address) / Registered Address:	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	
Fax:	
E-mail address:	
Marital Status:	Single <input type="checkbox"/> Married <input type="checkbox"/>
(How married?)	<input type="checkbox"/> in community of property <input type="checkbox"/> out of community of property without accrual <input type="checkbox"/> out of community of property with accrual <input type="checkbox"/> foreign marriage
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Names Full of Spouse:	
Identity No. / Date of Birth:	

INITIAL

<b>2. PROPERTY</b>	
2.2. Erf number	
2.3. Extent of House	

<b>3. TOTAL CONTRACT PRICE</b>	
3.1. Price of the Works (inclusive of VAT @ 15%) Valid until	R
3.2. Variations and extras (inclusive of VAT @ 15%)	R
3.3. Total Contract Price	R

<b>4. ATTORNEY</b>	
4.1. Name of Attorney:	De Klerk & Van Gend Inc 3 <sup>rd</sup> floor, 132 Adderley Street Cape Town, 8001 Tel: 021 424 9200 Fax: 021 423 4590 Ref: Joline Steyn ( <a href="mailto:jsteyn@dkvg.co.za">jsteyn@dkvg.co.za</a> ) / Hennie Serfontein ( <a href="mailto:hserfontein@dkvg.co.za">hserfontein@dkvg.co.za</a> )
4.2. Attorneys' Trust Account:	De Klerk & Van Gend Inc Absa Bank Account number: 360 280 276 Branch code: 312 109 Swift code: ZA JJ312109 Reference: RIJKS__ (Erf No.)

<b>5. ESTIMATED DATES</b>	
5.1. Anticipated Commencement date of Dwelling	Subject to clause 7 below, as soon as possible after transfer of the erf in name of Employer, Building Plan approval by Local Authority and the NHBRC approval and registration
5.2. Anticipated Completion Date	8 Months from Commencement Date of Dwelling

- ANNEXURE "A": DRAWING PLAN  
ANNEXURE "B": SUBDIVISIONAL PLAN  
ANNEXURE "C": SITE DEVELOPMENT PLAN  
ANNEXURE "C": BASIC SPECIFICATIONS  
ANNEXURE "D": VARIATIONS / EXTRAS

## 1. PARTIES

- 1.1. CONTRACTOR: The Contractor means the Party as more fully described in Clause 1.1. of the Covering Schedule.  
1.2. EMPLOYER: The Employer means the Party as more fully described in Clause 1.2. and 1.3. of the Covering Schedule.

## 2. INTERPRETATION

- 2.1. In this Agreement the following terms and expressions shall have the meanings ascribed to them hereunder unless the context specifically required otherwise –
- 2.1.1. Agreement: The Building Agreement in respect of the Works and as set out in this document between the Employer and the Contractor;
- 2.1.2. Agreement of Sale: The Agreement of Sale in respect of the Property entered into between Purple Plum Properties 82 (Pty) Ltd and the employer herein;
- 2.1.3. ARC: means the Architectural Review Committee as provided for in the Constitution;
- 2.1.4. ADWHOA: means the Aan De Wijnlanden Home Owners Association, a body corporate established for the development in terms of LUPO and which Association has a Constitution that has been approved by the Local Authority

INITIAL

- 2.1.5. Attorneys: means the Attorneys described in the Covering Schedule;
- 2.1.6. Basic Specifications: shall mean the specifications and finishing schedule annexed hereto as Annexure C and shall comprise the standard specifications and finishes which will be supplied by the contractor as part of the Execution of the Works in terms of this Agreement;
- 2.1.7. Building Plan: means the detail plan to be drawn from the Drawings plan by the Architect for the Dwelling and to be approved by the Local Authority;
- 2.1.8. Business Day: means any Day except a Saturday, Sunday or officially proclaimed public holiday;
- 2.1.9. Commencement Date: means, subject to clause 7.1, the commencement of the construction of the dwelling on the Erf as per the Works and as stipulated in the covering Schedule;
- 2.1.10. Completion Date: means the date of the Handover, anticipated 8 months from the Commencement date of the Works;
- 2.1.11. Constitution: means the Aan De Wijnlanden Home Owners Association Constitution approved by the Local Authority;
- 2.1.12. Contractor: means the Party as referred to in clause 1.1. of the Covering Schedule or the nominee after date of nomination;
- 2.1.13. Contract price: the costs of the Works as referred to in clause 3.1 of the Covering Schedule;
- 2.1.14. Covering Schedule: means the Covering Schedule in the first part of this agreement;
- 2.1.15. CPA: means the Consumer Protection Act, No. 68 of 2008, as amended;
- 2.1.16. Defects Lists: means the list of defects as agreed upon by the Parties on the Completion date;
- 2.1.17. Development: means subject to the necessary consents from the relevant authorities, the proposed construction of a phased residential estate together with the necessary services, road and infrastructure, amenities, etc on the parent Remainder of Erf 6851 Eerste River and Farm 643 Eerste River which is known as Aan De Wijnlanden;
- 2.1.18. Subdivisional Plan: means the Subdivisional Plan (attached hereto as Annexure B) of phase three of the development, being Erf 10350 a subdivision of FARM 643 Eerste River, approved by the Surveyor General;
- 2.1.19. Due Date: means, the date for the fulfilment of any condition referred to in this agreement or the date for the payment of any amount due in terms of this agreement, as the case may be;
- 2.1.20. Employer: means the Party as stipulated in clause 1.2 of the Covering Schedule;
- 2.1.21. Escalation: means the rate of increase determined by the Contractor on the Contract Price of the Dwelling and the Extras, should the commencement of the construction of the Dwelling not commence before October 2021 due to any act or any delay howsoever caused by the Employer
- 2.1.22. Extras: means the list of variations and extra items or building work in terms of Clause 10, and Annexure E to be done by the Contractor on behalf of the Employer;
- 2.1.23. General Plan: means the General Plan as approved by the Surveyor General;
- 2.1.24. Hand-over: means the completion date of the Works by the Contractor at which date the Parties will agree to the Defects List and the Employer will sign the "Happy Letter" or consent letter to the financial institution for release and payment of any balance outstanding to the Contractor;
- 2.1.25. Local Authority: means the Local Authority having jurisdiction over the Property, being the City of Cape Town;
- 2.1.26. LUPO: means the Land Use Planning Ordinance No 15 of 1985 (Western Cape) as amended, and includes any superseding legislation or sub-ordinate legislation;
- 2.1.27. Normal Wear and Tear: means the Normal Wear and Tear ascribed to improvements to fixed property in general, including but not limited to touch-up paint of any nature, hairline crack in the plaster work, any shrinkage/movement and expansion cracks between the different components/materials used or crackling 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 damages caused thereby, wind and rain entering through open

windows and doors and hot water cylinders which is covered by the guarantee issued by the supplier thereof;

- 2.1.28. Occupation date: means the completion date provided that all monies in terms of this agreement have been paid;
- 2.1.29. Parties: a collective reference to the Contractor and the Employer and "Party" means one of them;
- 2.1.30. Prime Overdraft Rate: means the rate of interest per year, which is equal to Absa Bank's Limited publicly quoted Prime Overdraft Rate;
- 2.1.31. Drawing Plan: a copy of which is annexed hereto as Annexure A and shall for the purpose of this Agreement, means the signed drawings of the Works, which shall form the basis for a detail plan to be prepared by the Architect for submission to the Local Authority for approval. Upon approval thereof, the approved Building Plan shall substitute the drawings and be deemed to be the Drawing plan selected and approved by the Parties for the purpose of this Agreement and the execution of the Works in terms hereof;
- 2.1.32. Price Structure: shall mean all costs as per clause 3 of the Covering Schedule which amount will become due and payable to the Contractor in the execution of the Works in terms of this Agreement;
- 2.1.33. Property: means the Erf number in clause 2.1 of the covering schedule on which dwelling will be erected;
- 2.1.34. QS: means a registered quantity surveyor appointed by the contractor;
- 2.1.35. Site Development Plan (SDP): means the Site Development Plan of the proposed RIJKS CLOSE phase in Aan De Wijnlanden approved by the Local Authority and attached as Annexure C;
- 2.1.36. Signature Date: means the date on which the Contractor signs the Agreement;
- 2.1.37. Total Contract Price: means the Contract Price plus the Additional Costs plus the costs of the Upgrade to the Specifications;
- 2.1.38. VAT: means Value Added Tax payable in terms of the VAT Act, No 89 of 1991 and the applicable rate payable from time to time;
- 2.1.39. Works: means the construction of the building works to be conducted on the Property by the Contractor in accordance with the approved Building Plan by the Local Authority, NHBRC registration by the Contractor, Basic Specifications and, if applicable, the Variations and extras;

### **3. WORKS**

- 3.1. The Contractor undertakes to execute the Works in a proper and workmanlike manner against payment of the Contract Price referred to in Clause 4 of this Agreement.
- 3.2. The Works shall be substantially in accordance with the Building Plan and Basic Specifications. The placement of the Works will be in accordance with the approved Building Plan.
- 3.3. In the event of any discrepancy arising from the Drawing Plan and the Basic Specifications, the provisions of the Basic Specifications shall prevail.
- 3.4. **The Employer irrevocably grants a power of attorney to the Contractor to sign and submit the necessary Building Plan and specifications to the Local Authority for its approval as well as NHBRC and Eskom application and registration.**

### **4. CONTRACT PRICE**

- 4.1. The Contract Price shall be the amount referred to in Clause 3.1 of the Covering Schedule. The Variations and extras shall be the amounts stipulated in Clause 3.2 of the Covering Schedule.
- 4.2. The Employer will be liable for interim interest charged by the Bank from date of registration until final draw.
- 4.3. The Employer is liable for payment of the following costs, fees, expenses or levies, in addition to any other costs, fees, expenses or levies provided for in this agreement and pertaining to the Works and Property
  - 4.3.1 Water connection and or availability fees, consumption and sewer payable to Local Authority.

- 4.3.2 Architect plan and submission fee for any variations or extras to plan, fee for energy calculations to amended plan, council submission fee, ARC and ADWFOA fee, if applicable etc;
- 4.3.2 All electrical fees and levies;
- 4.4 The Contractor will be liable for and is include in the Contract Price:
  - 4.4.1 The costs of preparing detailed plans as well as the cost of obtaining ARC approval and Local Authority approval of the plans, including all scrutiny fees, NHBRC and energy calculation fees:
  - 4.4.2 Electrical connection fees;
  - 4.4.3 All other connection fees payable to the Local Authority or any other relevant authority.

**5. PAYMENT OF THE CONTRACT PRICE**

- 5.1. Payment of the Contract Price shall be made by the Employer to the Contractor in progress payment certificates issued by the QS as the Works progress.
- 5.2. If the building works are financed by a Bank the Employer herewith empowers and authorizes the Contractor to receive progress payments form the Financial Institution as determined by them.
- 5.3. If building works are not financed by a Bank the Employer will provide guarantees for the full contract sum payable as per clause 5.1, within 14 (fourteen) days after signing of this Contract to the offices of the Attorneys. The Employer may elect to pay such amount in cash, in which instance the amount must be paid to the Attorneys, which amount must be invested by them in terms of Section 72(A) of the Attorneys Act, until the contract sum is payable as per clause 5.1. The Contractor will request the payments as per clause 5.1 directly from the attorneys.
- 5.4. In the instance where a bond has been registered by the Employer the payment of the Contract Price will be made according to the standard procedure of the financial institution concerned.
- 5.5. If part of the Contract Price is financed by a bond, the Employer undertakes to pay the cash portion of the Contract Price according to the progress payment installments as referred to in Clause 5.1 above, provide a bank guarantee for the cash portion or pay the cash portion to the Attorneys and the bond will be utilized for the subsequent payments.
- 5.6. The Variations and Extras which is not included in the bond amount shall be payable by the Employer to the Contractor in cash within 7 (Seven) days after determination of these amount by the Parties, failing to do so, the Contractor will not be obliged to execute the work as specified under Variations and Extras, and the Basic Specifications as stipulated in Annexure C will prevail.
- 5.7. **Any agreed payments not paid on Due Date will bear interest in accordance with the provisions of Clause 18 below from the Due Date to date of final payment.**
- 5.8. In the event of the Employer failing or refusing to authorize payment of any interim or final draws, the Contractor shall be entitled, without prejudice to any other rights which he may have, to discontinue the Works forthwith and all damages arising, costs, including the additional interest accrued, shall be for the account of the Employer.
- 5.9. If there is any dispute between the Parties pertaining to this Clause 5, the dispute will be referred to the QS for determination. The Parties agree to be bound by his determination.

**6. POSSESSION**

- 6.1. The Contractor shall be entitled to:
  - 6.1.1. receive full possession and occupation of the Property when he is due to commence the Works, and
  - 6.1.2. retain possession and occupation of the Property, including the Works, until all agreed amounts owed to him under this Agreement has been paid and all obligations of the Employer has been fulfilled.
- 6.2. The Parties record that the earliest expected Completion Date, is the date to be determined in terms of Clause 8 of this Agreement.
- 6.3. Possession and occupation of the Property and the Works shall be given by the Contractor to the Employer on the Completion Date, provided all monies has been paid
- 6.4. Where occupation of the Property and the Works is given by the Contractor to the Employer on the Completion Date, risk in the Property and the Works will pass to the Employer on the

Completion Date. The Employer hereby irrevocably indemnifies the Contractor against any claims or damages relating to the Property or the Works or in respect of any content held by the Employer on the Property or in the Works, after the Completion Date.

- 6.5. In the event that the Contractor anticipates that the actual Completion Date will be later than the date referred to in Clause 5 of the Covering Schedule to the Agreement, it shall give notice to the Employer, at least 30 (Thirty) days prior to the Completion Date, of the new expected Completion Date. The Employer shall have no claim against the Contractor for damages or for compensation of any other nature by reason of the Completion Date having been amended.
- 6.6. In the event that the Contractor anticipates that the actual Completion Date will be earlier than the date referred to in Clause 5 of the Covering Schedule to the Agreement, it shall give written notice to the Employer, at least 30(Thirty) days prior to the Completion Date, of the new expected Completion Date.
- 6.7. The Employer acknowledges that on the Occupation Date construction of parts of the Development and the Public Open Space may not yet have been completed. The Employer accordingly hereby acknowledges that he might be subjected to nuisance, noise and other inconvenience from whatsoever cause arising and howsoever arising.
- 6.8. The Property will during the construction period be under the control of the Contractor and the Employer will only be entitled to access the Property, prior to the Completion Date, if accompanied by the Contractor, on a pre-arranged time.
- 6.9. The Contractor shall take out Public Liability Insurance for the Works, which Public Liability Insurance shall be in place from the Commencement Date to the Completion Date.

## **7. COMMENCEMENT OF THE WORKS**

- 7.1. The Contractor shall commence construction of the Works as soon as possible after the transfer of the property into the name of the Employer but shall not be obliged to commence with the Works until:
  - 7.1.1. The Employer has furnished adequate security to the Contractor's satisfaction for the Total Contract Price and payment of the Extras; and
  - 7.1.2. All necessary consents, approvals and/or registrations from all relevant authorities have been obtained; and
  - 7.1.3. The Property is registered in the name of the Employer and the Employer's bond (if applicable) has been registered.
- 7.2. If commencement of the Works is delayed for longer than 90 (Ninety) business days after the property is registered in the name of the Employer for any reason other than a reason attributable to the fault and/or omission of the Contractor, then the Contractor shall be entitled, in its sole discretion, to resign from this Agreement with neither party having any further claim against one another. Alternatively, the Parties may agree to an amended Total Purchase Price.
- 7.3. **If the commencement or completion of the Works is delayed for any cause whatsoever beyond the Contractor's control then the Contractor shall be entitled to a fair and reasonable extension of time for the commencement and completion of the Works and the Employer will have no right to any claims and the validity of the delays will be certified by the QS.**
- 7.4. All amounts due and unpaid shall be payable by the Employer on the Completion Date.

## **8. COMPLETION AND HANDOVER**

- 8.1. The Parties or their representatives shall be obliged to attend the Hand-over at any pre-arranged time, during which the Parties shall agree to the Defects List which date will be the Completion Date.
- 8.2. **If the Employer fails to attend the Hand-over within a reasonable period after having received written notice thereof by the Contractor, then the Completion Date will be determined by QS;**
- 8.3. The occurrence of any of the following shall constitute the date of completion and on such date the Works will be deemed Completed and all responsibilities of the Contractor to the works will be relieved. The Employer will have no further claims against the Contractor regarding the Works:

- 8.3.1 The date on which the keys of the works were formally handed over to the Employer provided all consents or documents necessary for the bank have been signed; or
  - 8.3.2 The date on which Occupation of the Works was taken by the Purchaser or his Agent provided all documents and consents signed; or
  - 8.3.3 Notice given by the Contractor that the Works has been finalized, all inspections has been done, clearances have been given by the Bond Holder or Local Authorities and that the Works are ready for the occupation by the Employer; or
  - 8.3.4 Receipt of a signed Certificate from the QS to certify that the Works has been completed, which certificate shall in any event be presented by the QS to the Employer in the instances referred to in clauses 8.3.1 to 8.3.3 above.
- 8.4. The Contractor shall remedy the defects on the Defects List within a reasonable time after the Handover but that will not prevent the Employer from taking occupation of the dwelling subject however that all monies due in terms hereof, have been paid.
  - 8.5. Notwithstanding the provision of this clause 8, the Contractor shall strictly enforce, for the benefit of the Employer, any guarantee or warranty relates to the Works, the Contractor hereby cedes all its rights in terms thereof to the Employer.
  - 8.6. All undertakings and commitments given by the Contractor to the Employer in terms of this Agreement are personal to the Employer who shall not be entitled to cede, assign or make over its rights thereto.

## **9. VOETSTOOTS**

- 9.1. The Contractor shall, as provided for in the CPA, remedy any material patent and latent defect in the Works due to faulty workmanship or materials, manifesting itself within 6 (Six) months of the Completion Date, provided that the Employer notifies the Contractor thereof in writing within the said period of 6 (Six) months.
- 9.2. the Employer shall be in the absence of notice as referred to in Clause 9.1 above, deemed to have accepted the Works in a fit and proper condition and be deemed to have acknowledged that the Contractor has fully complied with its obligations as set out in this Agreement. The Contractor, other than as provided for herein, shall not be liable for any defects in the Works or in respect of anything relating thereto, whether patent or latent after expiry of the period as referred to in Clause 9.1 of this Agreement.
- 9.3. In addition to the obligation of the Contractor in Clause 9.1 , the Contractor shall in terms of the NHBRC requirements be obliged to:
  - 9.3.1. remedy any material defect in the Works due to faulty workmanship or materials, manifesting itself within 90 (Ninety) days of the Completion Date, provided that the Employer notifies the Contractor thereof in writing within the said period of 90 (Ninety) days;
  - 9.3.2. at its own expense repair any roof leaks that occur in respect of the Works within the first 12 (Twelve) months of the Completion Date, provided that the Employer notifies the Contractor thereof in writing within the said period of 12 (Twelve) months;
  - 9.3.3. rectify major structural damage for a period of 5 (Five) years of the Completion Date, provided the Employer notifies the Contractor in writing thereof within the said 5 (Five) year period.
- 9.4. The Contractor shall not be liable for any defects in the Works in respect of Normal Wear and Tear or any defects or damages caused by the conduct of the Employer, whether willfully or by his negligence. The guarantees in clause 9.3 excludes:
  - 9.4.1 Any touch-up paintwork whatsoever;
  - 9.4.2 Hairline cracks on any plasterwork. These types of cracks are unavoidable and are caused by natural shrinkage of materials during the 6 (six) months after completion. When walls are painted again, the hairline cracks will disappear. The Contractor cannot be held responsible to repair or repaint cracks of this nature.
  - 9.4.3 Water may be blown through the garage door into the garage up to a distance of 1,5 meters inside the garage. There is no guarantee that the rubber on the garage door will keep this water out, if blown in by the wind.
- 9.5. The Employer shall be obliged to give the Contractor, its agents and sub-contractors unobstructed access reasonably required to remedy the defects that are required to be remedied in terms of Clause 9. Repairs will be done during working hours, Monday to Friday.
- 9.6. The final extent of the Works may vary from the extent indicated on the plan. If the difference in the extent is less than 10% (Ten) than the extent stipulated on the marketing floor plan, the Parties will have no recourse against each other. If the difference in the extent is more



than 10% (Ten) less than the extent stipulated on the plan, the Total Purchase Price will be amended pro rata and finally determined by the QS.

## **10. VARIATIONS**

If the Employer, after the Signature Date, requires that any aspect of the Works be varied and/or that any extra work be carried out by the Contractor, then such request shall be made in writing whereupon the Contractor must submit a written quotation for acceptance by the Employer. All costs arising from such variation/extra shall be paid by the Employer to the Contractor within 24 (Twenty-Four) hours after acceptance of the quotation, failing to do so, the Contractor will not be obliged to perform such extra work or variations.

## **11. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**

- 11.1. The Contractor shall maintain sufficient public liability insurance and All Risk Policy which will cover the Works while being constructed until date of occupation.
- 11.2. Notwithstanding anything to the contrary herein contained, ownership of all materials used in the execution of the Works shall remain vested in the Contractor until such time as all amounts due in terms of this Agreement have been paid in full.
- 11.3. Copies of the following documentation will be supplied by the Contractor to the Purchaser on Completion Date:
  - 11.3.1. Electrical Compliance Certificate;
  - 11.3.2. Roof Certificate (A19);
  - 11.3.3. Approved Building plan;
  - 11.3.4. Occupation Certificate issued by the Local Authority;
  - 11.3.5. Plumbing Certificate;
  - 11.3.6. Gas Certificate (if applicable);
  - 11.3.7. NHBRC Certificate;
  - 11.3.8. Guarantees from third parties (if applicable).
- 11.4. The Contractor may appoint any third party to execute any of the Works provided that the rights of the Purchaser in terms of this Agreement against the Contractor shall not be affected in any way by such appointment.
- 11.5. The Contractor is exempted from liability for making good damage caused to the Property by surface water, storms or rainwater, ground containing clay or other shifting soil, settlement or cracking, earth tremors, geological disturbances and/or subsidence, the nature of the subsoil or terrain and the moisture content of the subsoil and shall under no circumstances be responsible for any consequential damage arising therefrom.

## **12. RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

- 12.1. The Employer undertakes to become and remain the registered owner of the Property until the Completion Date.
- 12.2. The Employer acknowledges that there will be construction work in the vicinity of the Property and that certain inconvenience may be caused thereby. The Contractor shall not be held liable for such inconvenience or any damages that flow there from and shall be entitled, (where necessary) to enter upon the Property for purposes of obtaining access to adjacent erven in the course of such construction work.
- 12.3. If any work of whatsoever nature is still required to be done as part of the Works on the Occupation Date, the Employer shall not be entitled to withhold, set off or retain any amounts owing by the Employer to the Contractor nor shall the Employer be entitled to withhold or rebate payment of any amount due to the Contractor in terms of this agreement by reason of any breach or alleged breach by the Contractor's obligations hereunder. Should any dispute occur as to whether or not the Employer is entitled to withhold any payment or amount due, the QS shall make a ruling with regard to whether or not the Employer is entitled to withhold such sum. The ruling of the QS shall be final and binding on both parties and the QS costs incurred in making such ruling shall be borne by the party against whom such ruling is made.

## **13. CONDITION PRECEDENT**

- 13.1. **The Agreement is subject to the conclusion of the Agreement of Sale for the purchase of the Property and the fulfilment of all conditions precedent thereto in respect of the Property.**
- 13.2. **In the event that the conditions precedent as referred to in the Agreement of Sale, is not fulfilled, then this Agreement shall lapse in its entirety and neither party shall be liable for any loss or damage suffered as a result of non-fulfilment of this condition precedent.**

#### **14. BREACH**

- 14.1. If any party commits a breach of any of the provisions of this Agreement and fails to remedy such breach within 7 (Seven) days after receipt of written notice from the other party calling upon it to remedy such breach, then the innocent party shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement and/or at Law to:
  - 14.1.1. Cancel this Agreement and claim such damages as it may have sustained from the defaulting party;
  - 14.1.2. Claim immediate performance by the defaulting party of all its obligations in terms of this Agreement whether or not the due date for performance shall otherwise have arrived.
- 14.2. The Contractor may retain any cash payments made by the Employer prior to the cancellation as liquidated damages, without prejudice to any other right that the Contractor may have.
- 14.3. Upon cancellation of this Agreement as a result of default by the Employer, the Contractor will be entitled to keep possession and occupation of the Property and the Works and to exercise its builder's lien.
- 14.4. The defaulting party shall pay all legal and other costs, including costs on the attorney and client scale, incurred by the innocent party in successfully enforcing the provisions of this Agreement.

#### **15. CONSENT TO JURISDICTION**

For the purpose of all or any proceedings, disputes, action or suit hereunder the parties hereby irrevocably agree to the jurisdiction of any Magistrate's Court having jurisdiction over the intended Defendant.

#### **16. CAPACITY OF EMPLOYER**

- 16.1. Insofar as there may be more than one Employer of this Agreement, the liability of each of such Employers shall be joint and several for the due performance of the terms and conditions of this Agreement. This Agreement will at all times be binding on the Employer's heirs, administrators, assigns or successors in title.
- 16.2. The Signatory shall in his personal capacity be liable for the due fulfilment of all the terms and conditions of this Agreement.

#### **17. NOTICE AND ADDRESS FOR SERVICES OF NOTICES**

- 17.1. Each of the parties chooses their respective addresses set forth in the Covering Schedule to serve as their addresses for service and delivery of legal documents for all purpose of the Agreement, which includes the giving of notice and the serving of documents or processes.
- 17.2. Any notice given in terms of the Agreement which is:
  - 17.2.1. delivered by hand during the normal business hours to the Contractor's or Employer's address for service and delivery of legal documents shall be deemed to have been received by the Contractor or Employer at the time of delivery; or
  - 17.2.2. posted by prepaid registered post from an address within the Republic of South Africa to the Contractor's or Employer's address for service and delivery of legal documents shall be deemed to have been received by the Contractor or Employer on the fourth day after the date of its posting.
- 17.3. 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. Communications by facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 1 (one) hour after the time of transmission.

- 17.4. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to him, notwithstanding that it was not sent to or delivered at his said address aforesaid.

## **18. INTEREST**

Any agreed amount due by the Employer to the Contractor not paid on Due Date shall bear interest at the Prime Overdraft Rate of ABSA Bank plus 3 (Three) % from the Due Date until the actual date of payment thereof.

## **19 GENERAL**

- 19.1. This document constitutes the entire agreement concluded between the Parties and no warranties or undertakings or representations other than those specifically recorded herein may be relied on by either of the Parties. This document may furthermore not be modified, varied or consensually cancelled other than in writing, duly signed by both Parties.
- 19.2. The Agreement shall not be binding upon the Parties until the Contractor has confirmed acceptance thereof by his signature hereto.
- 19.3. Arbitration: -
- 19.3.1. If any dispute or difference shall arise between the Employer and the Contractor, during the progress and before completion of the Works or after the termination of the employment of the Contractor under this Contract, abandonment or breach of the contract, as to the construction of the contract, or as to any matter or this arising thereunder, or as to the withholding by the Bank of any draw to which the Contractor may claim to be entitled, will be referred to the QS to determine such dispute or difference and to mediate same. The QS will, after hearing the parties, give his decision in respect of the dispute to the parties. The said decision shall be final and binding on the parties, unless the Contractor or the Employer within fourteen days of the receipt thereof by written notice to the QS disputes his decision, or in case the QS for fourteen days after a written request to him by the Employer or the Contractor fails to give reasons as requested aforesaid, such dispute shall be referred to arbitration. The Arbitrator will be selected by the President-in-Chief for the time being of the Institute of South African QS. The arbitration will be held in Cape Town in accordance with the provisions of the Arbitration Act save that the arbitration shall be informal and be concluded as soon as is reasonable possible.
- 19.3.2. The Arbitrator shall have power to disclose, review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him and of which notice shall have been given as aforesaid. The award of such Arbitrator shall be final and binding on the parties and may give an appropriate cost order.
- 19.3.3. The Employer and the Contractor may refer any dispute related to the structure of the Work to the NHBRC for mediation, provided that same can only be referred after practical completion of the Works.

## **20 NOMINATION**

**It is specifically agreed between the Contractor and the Employer that the Contractor may before the Commencement Date nominate another Contractor (Nominated Contractor) to take over all the Rights and Obligations of the Contractor under this Building Agreement. The Employer will not have to approve the Nominated Contractor for such nomination to be a valid nomination. The Nomination will however be communicated to the Employer as soon as possible after the nomination is accepted by the Nominated Contractor. After the Nominated Contractor has accepted the nomination, the Contractor will be released from this Agreement and substituted by the Nominated Contractor. The Nominated Contractor will indemnify the Contractor from any liability in terms of this building contract and the Employer agrees that any action the Employer intend to institute in terms of this Building Agreement, after the Nomination has been done and communicated to the Employer, can only be instituted against the Nominated Contractor. The Contractor will only nominate a Contractor who is registered with the NHBRC.**

## **21 LIQUIDATION/SEQUESTRATION AND BREACH BY THE EMPLOYER**

- 21.1 Should the Employer's estate be finally sequestered or Liquidated (as the case may be) placed under judicial management or should the Employer commit a breach of any of the terms of this contract (including to make any payments on the due date) and fail to remedy such breach within SEVEN (7) days of date of dispatch by the Contractor of written notice calling upon the Employer to remedy

such breach, then the Contractor shall in such circumstances be entitled to terminate this contract without prejudice to any other rights which the Contractor might have in terms of the contract or in terms of law.

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

21.2.1 The QS shall assess the amounts due to the Contractor in terms of Works completed to date and any portion thereof which has not already, by virtue of progress payments been paid, shall forthwith be immediately payable.

21.2.2 As genuinely pre-estimated damages for the breach of the terms and conditions of this agreement by the Employer, the Employer shall furthermore be liable to pay the Developer an amount calculated as follows: (Total Contract Sum) less (Amount paid and/or Payable in respect of the Works already completed) x 20%

SIGNED by the Parties hereto on the dates and places hereinafter set forth.

**BY THE EMPLOYER**

At \_\_\_\_\_ on the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

EMPLOYER

**BY THE CONTRACTOR**

At \_\_\_\_\_ on the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

S.G. NO. 218 / 2019

SHEET 1 OF 3 SHEETS

APPROVED

for SURVEYOR-GENERAL  
11.11.2019

APPROVED IN TERMS OF SECTION 25 OF  
THE SURVEY ACT (ACT 94 OF 2002)  
DATE: 11.12.2019

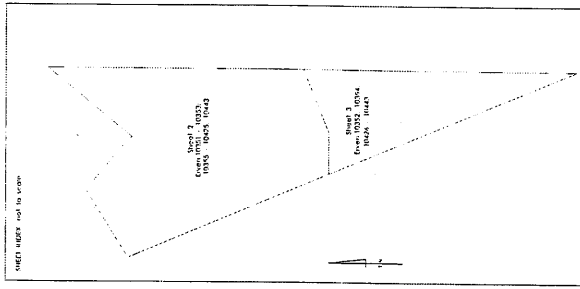
NOT VALID  
NOT APPLICABLE

ENDORSEMENTS		DATE
NO.	AMENDMENT	AUTHORITY

**CDR**

**EERSTE RIVER ALLOTMENT AREA)**  
**GENERAL PLAN NO. 2218/2019**  
**of**  
**Subdivisions of Erf 10350 Eerste River**  
Vide Diagram No. 2216 / 2019 D.I. No.  
and comprising 93 even numbered 10351 to 10443.

Situate in the City of Cape Town  
Administrative District of Stellenbosch  
Province Western Cape



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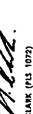
REGISTERED SURVEYOR  
S.C. DEF. INT - 12mm Non-Prof

Surveyed in Oct/Nov 2019

Printed

MA. CHAK (PL 1972)

Empowered Land Surveyor



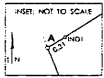
[EERSTE RIVER ALLOTMENT AREA]  
**GENERAL PLAN NO. 2218/2019**  
 of  
**Subdivisions of Erf 10350 Eerste River**

Situate in the City of Cape Town  
 Administrative District of Stellenbosch  
 Province Western Cape  
 Scale 1: 400

CDR

S.G. NO. 2218 /2019  
 SHEET 2 OF 3 SHEETS

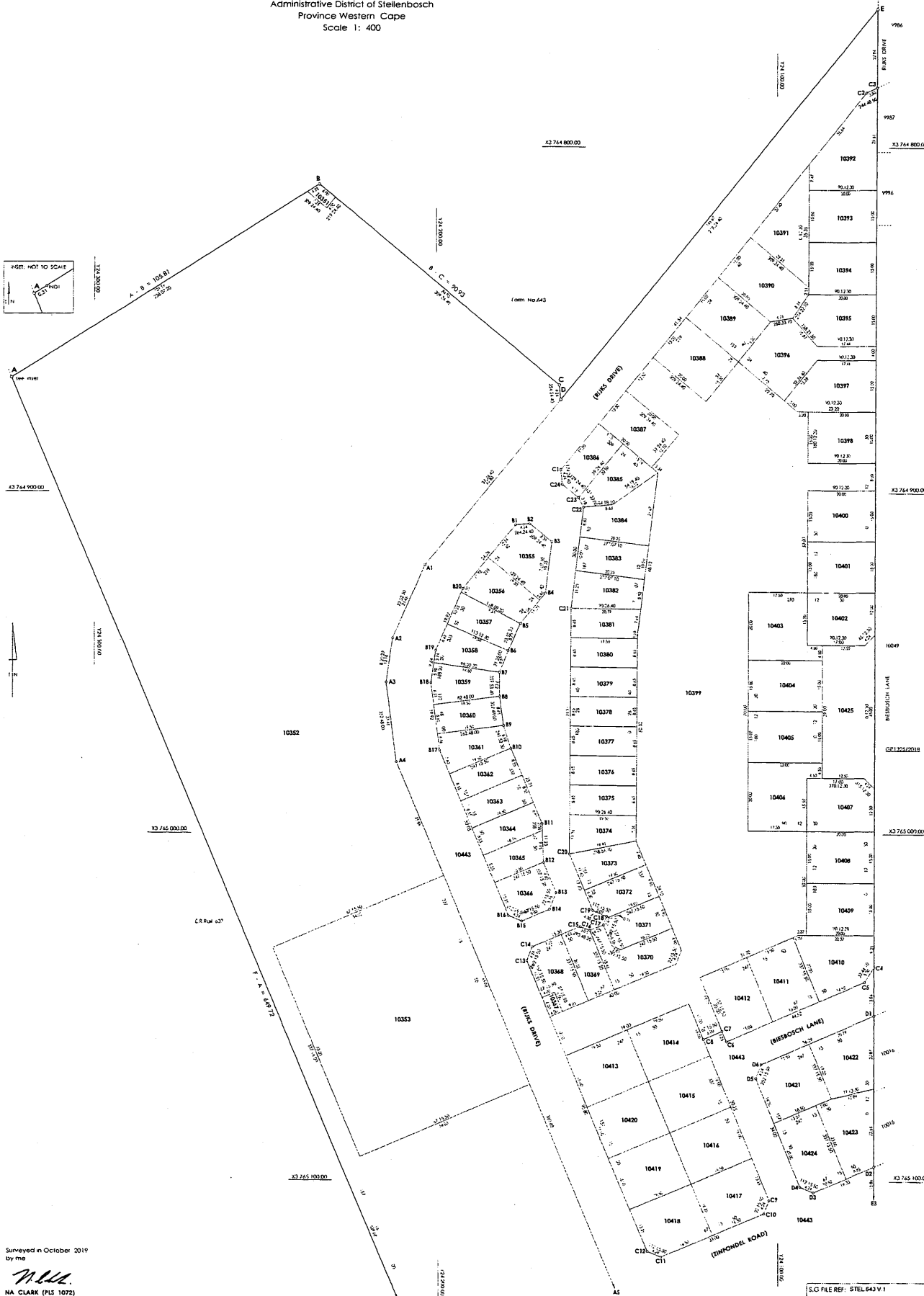
APPROVED  
*Shadeh*  
 for SURVEYOR-GENERAL  
 11.11.2019



Surveyed in October 2019  
 by me  
*M.A.*  
 NA CLARK (PLS 1072)  
 Professional Land Surveyor

SHEET 3 JOINS HERE

S.G. FILE REF: STEL 643 V.1  
 S.R.E. NO. E 1444 /2019  
 COMPLETION: AHND-21611M17601  
 AHND-21611M17602  
 LP1 C067006 AHND-21631M17631

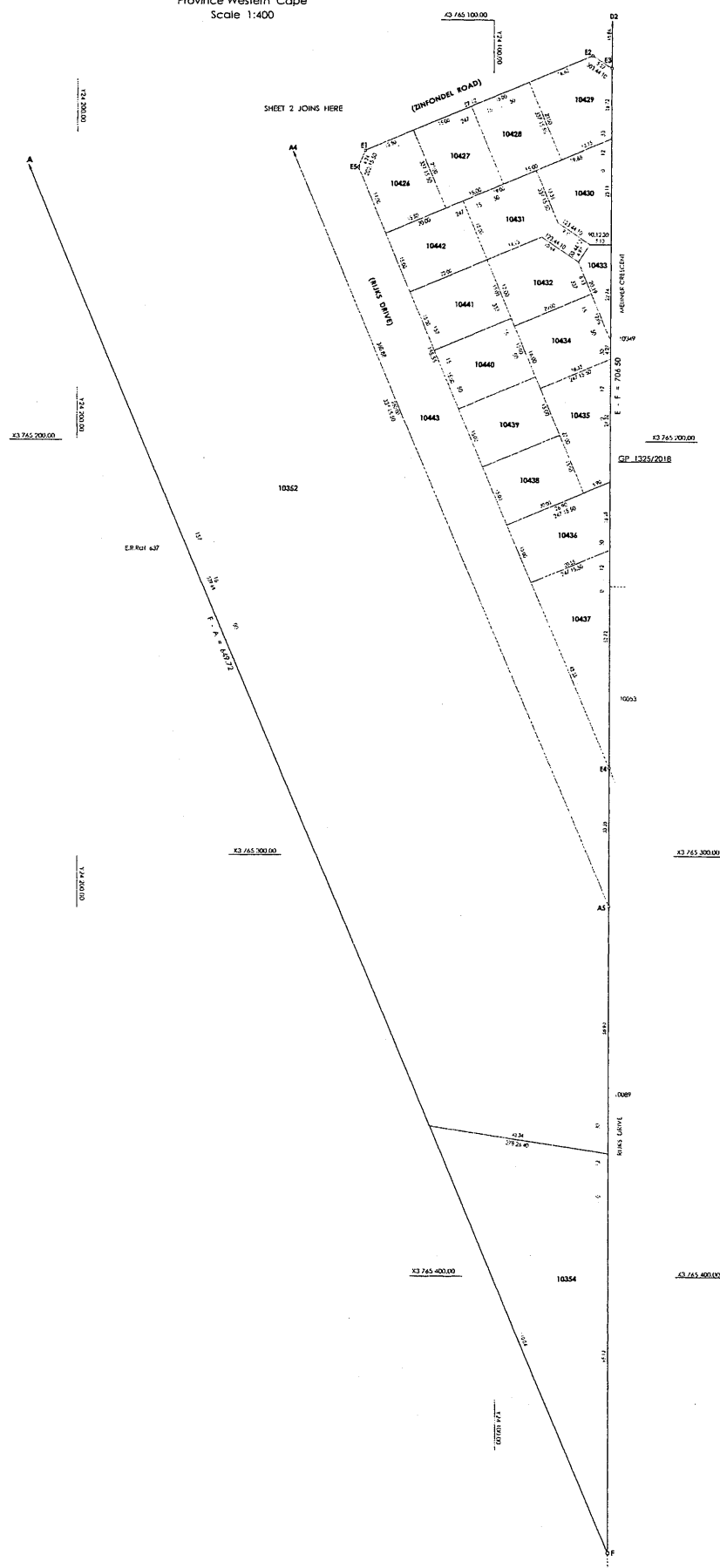


(EERSTE RIVER ALLOTMENT AREA)  
**GENERAL PLAN NO. 2218/2019**  
 of  
**Subdivisions of Erf 10350 Eerste River**

Situate in the City of Cape Town  
 Administrative District of Stellenbosch  
 Province Western Cape  
 Scale 1:400

CDR

S.G. NO. 2218 /2019  
 SHEET 3 OF 3 SHEETS  
 APPROVED  
*Stadek*  
 for SURVEYOR-GENERAL  
 11.11.2019



Surveyed in October 2019  
 by me  
*M. CLARK*  
 NA CLARK (PLS 1072)  
 Professional Land Surveyor

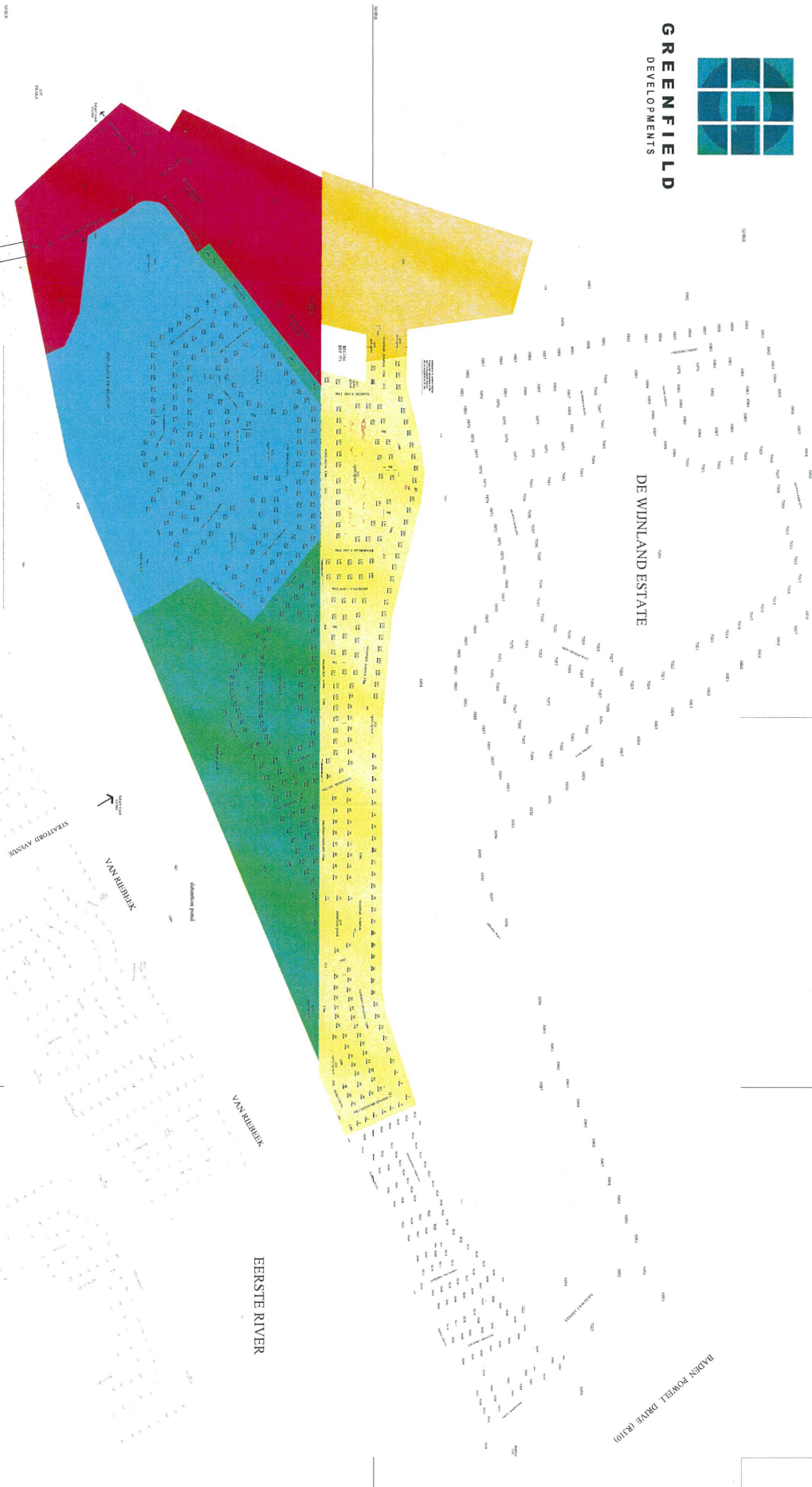
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 COMPLETION: AHND-21(161789)  
 LPI 06670006 AHND-21(161789)  
 AHND-21(161789)



**GREENFIELD DEVELOPMENTS**

DE WINDLAND ESTATE

ROOYN POWELL DRIVE (R310)



**PROPOSED DEVELOPMENT**  
 of  
**ERF 6851**  
 and  
**FARMS 643, 644 and 644/1**  
**EERSTE RIVIER**  
**CITY OF CAPE TOWN**

**LEGEND for ERF 6851**

Zone	Area (m²)	Area (ha)
Zone 1	1 188 198	0,188 198
Zone 2	1 188 198	0,188 198
Zone 3	1 188 198	0,188 198
Zone 4	1 188 198	0,188 198
Zone 5	1 188 198	0,188 198
<b>TOTAL</b>	<b>5 752 792</b>	<b>0,575 792</b>

**LEGEND for FARM 643**

Zone	Area (m²)	Area (ha)
Zone 1	1 188 198	0,188 198
Zone 2	1 188 198	0,188 198
Zone 3	1 188 198	0,188 198
Zone 4	1 188 198	0,188 198
Zone 5	1 188 198	0,188 198
<b>TOTAL</b>	<b>5 752 792</b>	<b>0,575 792</b>

**LEGEND for FARM 644**

Zone	Area (m²)	Area (ha)
Zone 1	1 188 198	0,188 198
Zone 2	1 188 198	0,188 198
Zone 3	1 188 198	0,188 198
Zone 4	1 188 198	0,188 198
Zone 5	1 188 198	0,188 198
<b>TOTAL</b>	<b>5 752 792</b>	<b>0,575 792</b>

**LEGEND for FARM 644 + 644/1**

Zone	Area (m²)	Area (ha)
Zone 1	1 188 198	0,188 198
Zone 2	1 188 198	0,188 198
Zone 3	1 188 198	0,188 198
Zone 4	1 188 198	0,188 198
Zone 5	1 188 198	0,188 198
<b>TOTAL</b>	<b>5 752 792</b>	<b>0,575 792</b>

**GRAND TOTAL FOR ALL AREAS** 488 1414 9648 100

**Phase 1** Phase 2 Phase 3 Phase 4 Phase 5.1 Phase 5.2 Phase 5.3

**Scale 1:2000 (at A0)**

Urban Design: **LMV Cape** TOWN & REGIONAL PLANNERS  
 Rob Mouton  
 F0161 51411076 / 7943  
 Email: rob@lmvcape.com

**trj consulting**  
 TOWN & REGIONAL PLANNERS  
 Rob Mouton  
 F0161 51411076 / 7943  
 Email: rob@trjconsulting.com





## **RIJKS CLOSE SPECIFICATIONS**

### **PROJECT SPECIFICATION**

#### **Sub-structure**

- Foundations to structural engineer's design

#### **Structural**

- Brickwork to be constructed using cement Maxi bricks
- Precast hollow core concrete slabs and precast stairs to double storey units as per structural engineer's design

#### **External facades**

- External walls - 230mm cavity walls with SABS approved cement Maxi bricks
- Brick reinforcement - as required by NHBRC requirement
- External walls to be plastered and painted – colours as per architect's specification
- External window cills sloped and plastered to match walls

#### **Internal walls and wall finishes**

- Internal walls – to be of SABS approved cement Maxi bricks
- One coat plaster to all internal walls
- Internal window cills to be plastered to match walls
- Water based paint to internal plastered walls to architect's specification

#### **Wall tiles**

- Wall tiles as per sample in bathrooms to areas as indicated by architect
- Showers where applicable, tiled to a height of 2,1m above finished floor level
- Kitchens – splashback tiles to area between floor and wall cupboards only

#### **Floor finishes**

- Vinyl plank floor covering as per sample to all areas indicated on architect's plan
- Floor tiles and skirtings to bathrooms per architect's specification
- Painted timber skirting to living areas, dining room, entrance areas and bedrooms
- Mosaic tiles to shower floors
- Open terrace floor to be tiled with non-slip tiles per architect's specification

### **Ceilings**

- Underside of precast hollow core slab in double storey units to be painted
- Ceilings on first floor to be gypsum plasterboard skimmed and painted
- Painted cornices to ceilings

### **Windows and doors**

- Powder coated aluminium windows and sliding doors with opening sections as indicated on elevations (glazing to SABS standards)
- Main entrance door – painted horizontally slatted hardwood door
- Internal doors - painted hollow core door
- External and internal door frames – timber, finished to match doors
- Colour as per architect's specification

### **Ironmongery**

- Cylinder mortice lockset to external doors, two lever mortice locksets to internal doors as chosen by architect
- Single towel rail to main bathroom, towelring to en-suite bathroom
- Toilet roll holder per toilet
- Shower caddy to shower
- Mirror in bathrooms fixed to wall

### **Balustrades and handrails**

- Stainless steel balustrades and handrail where applicable as per architect design

### **Joinery Fittings**

- Built-in cupboards where indicated, with white melamine interiors, with doors and edging as per sample, with shelves and hanging rails to joiner's design
- Kitchen units with white melamine interiors, with doors and edging as per sample, with shelves to joiner's design
- Kitchen worktops to be Rustenberg Black granite or similar
- Specification Annexure A to indicate kitchen layout
- Aluminum shower doors and bath panel (where applicable)

## **Roof**

- Roof structure - to engineer's design, roof pitch per architects design.
- Roof covering – pre-painted steel roof sheeting, colour to architect's choice)
- Insulation to roofs in habitable areas according to SANS 10400
- Flashings and cover flashings as required
- Fibre cement fascias where applicable
- Aluminum gutters and downpipes where applicable – colour per architects specification

## **Plumbing & Sanitary ware**

- Sanitaryware as per architect's specification
- Wall hung WC with heavy duty seat to bathrooms with built-in concealed cistern with dual flush actuator plate
- Wash hand basins on vanity cupboard to bathrooms per sample
- 1700mm fibreglass bath, shower fitted over bath with side glass panel
- 150 litre PV solar water heating system per energy consultant's specification
- Double bowl stainless steel sink to kitchen where kitchen layout allows, alternatively single bowl sink

## **Tapware**

- Tapware to be from Hansgrohe range or similar as per sample
- Basin mixer tap to wash hand basins
- Bath diverter mixer tap and bathfiller spout to baths
- Shower mixer set complete with shower arm and rose to showers
- Single taphole sink mixer
- Under counter washing machine & dishwasher point
- One outside tap

## **Electrical installation**

- Ceiling mounted and external light points as per architectural design
- Single & double plug points as per architectural design
- Weather proof plug points as per architectural design
- Annexure B plan to indicate electrical layout
- 2 x TV-points
- Light fittings as per architect's specification

## **Communication**

- 1 x Fibre-to-the-home communication point

## **Appliances**

- Bosch electric under-counter oven per developer's choice
- Bosch gas hob installed with 9kg gas bottle
- Bosch extractor canopy

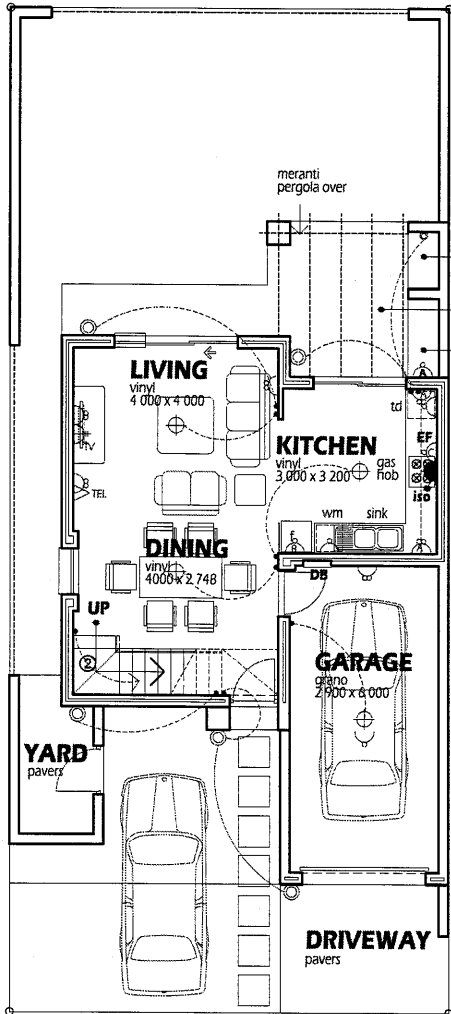
**Garage**

- Automated aluzinc sectional garage door, colour as per architect
- Scedeed floor finish
- No ceiling to garage

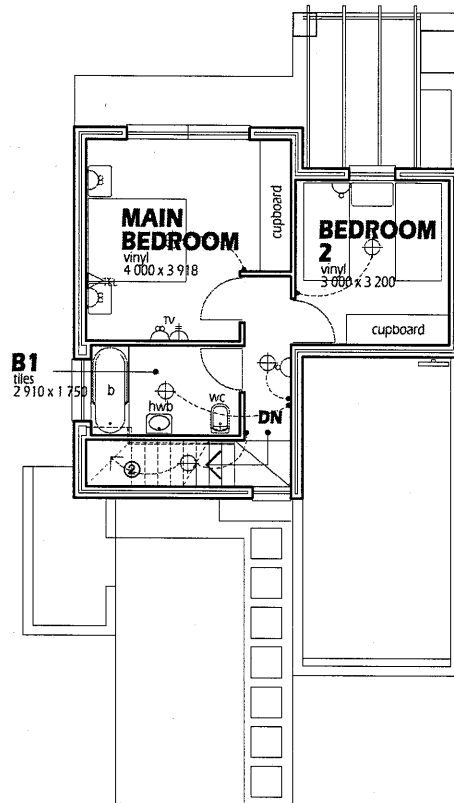
**Sundries**

- Landscaping – Erf to be grassed with roll-on lawn to City of Cape Town and landscaper's specification, with stone chips to areas selected by landscaper, additional planting per landscape architect's design
- Street trees and groundcovers to be established on selected portions of road verges per landscaper's design, maintenance for adjacent homeowner
- **Boundary walling**
- Kitchen yard areas, where applicable, to be screened with 1.8m high wall, with cement pavers to yard
- Side and back boundaries to be Securemax or similar zincalume fence 1.2m high with plascoated finish to selected areas as per council submission drawing
- Street boundary to be left open where possible to architect's design
- All walling/fencing to be indicated and specified on architect's final submission drawing
- Brick built braai on terrace with unlined fire box
- Timber pergola at open terrace

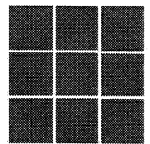
XX



**GROUND FLOOR LAYOUT**



**FIRST FLOOR LAYOUT**



**GREENFIELD DEVELOPMENTS**



**GISELE VANDER STRAETEN**

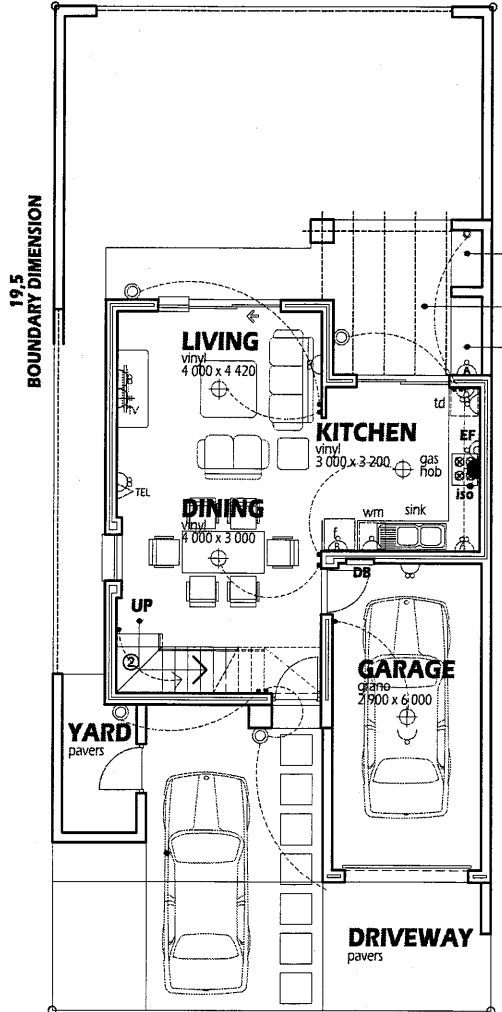
PR ARCH ■ SACAP 6789  
301 TWO OCEANS BEACH | 18 BAY ROAD | MOUILLE POINT | 8005  
TELEPHONE 021 434 9219  
MOBILE 082 770 1911  
WEBSITE www.gvarchitects.com  
E-MAIL ADDRESS gvdesign@afrika.com

■ DATE MAY 2021  
■ SCALE 1 : 100  
■ DRAWING NUMBER GD - ADW - TYPE A

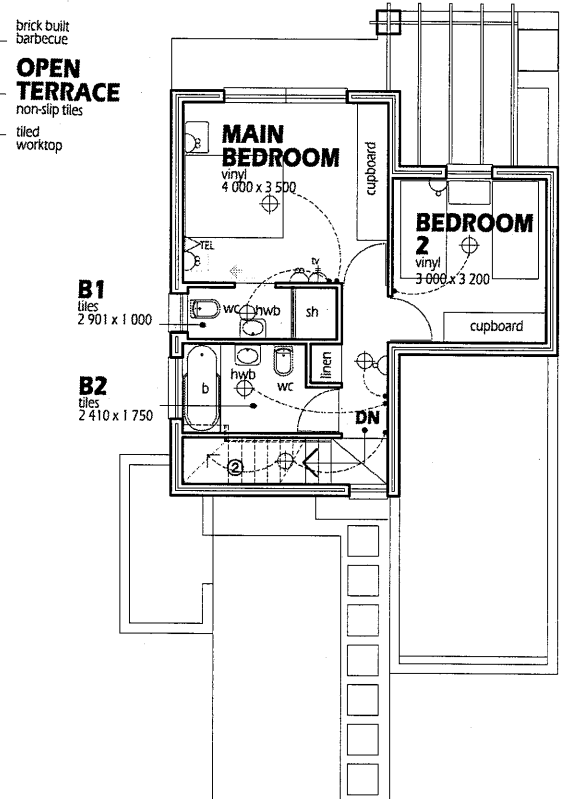


**HOUSE TYPE A**

GROUND FLOOR DWELLING	□	43.457	SQ M
FIRST FLOOR DWELLING	□	43.457	SQ M
COVERED ENTRANCE	□	0.734	SQ M
GARAGE	□	19.823	SQ M
OPEN TERRACE	□	10.270	SQ M
<b>TOTAL</b>	<b>□</b>	<b>117.740</b>	<b>SQ M</b>



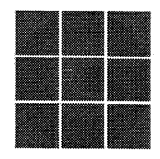
**GROUND FLOOR LAYOUT**



**FIRST FLOOR LAYOUT**

**HOUSE TYPE B**

GROUND FLOOR DWELLING	▫	46.454	SQ M
FIRST FLOOR DWELLING	▫	46.454	SQ M
COVERED ENTRANCE	▫	0.734	SQ M
GARAGE	▫	19.823	SQ M
OPEN TERRACE	▫	9.967	SQ M
<b>TOTAL</b>	▫	<b>123.432</b>	<b>SQ M</b>



**GREENFIELD DEVELOPMENTS**

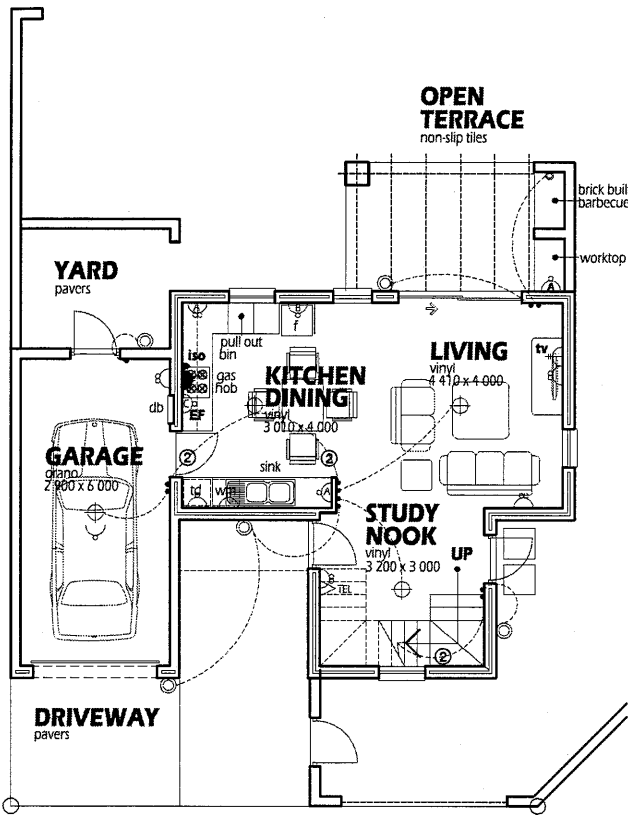


**GISELE VANDER STRAETEN**

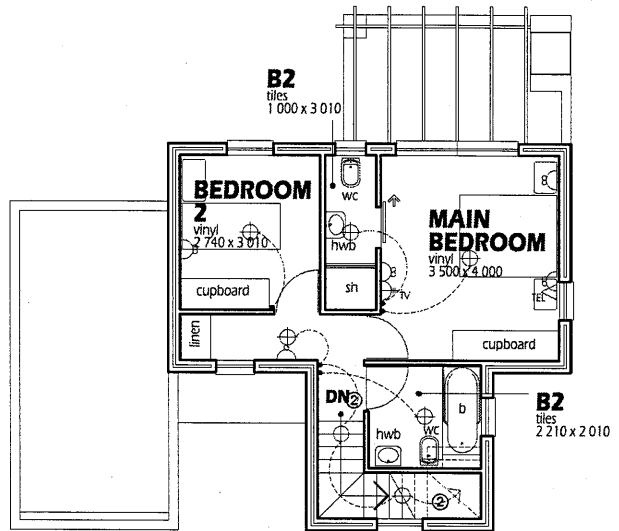
PR ARCH SACAP 6789  
 SUITE 27 | SOMERSET SQUARE | HIGHFIELD ROAD | GREEN POINT | 8005  
 TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
 MOBILE 082 770 1911  
 WEBSITE www.gvarchitects.com  
 E-MAIL ADDRESS gvdesign@iafrica.com

DATE MAY 2021  
 SCALE 1 : 100  
 DRAWING NUMBER GD - ADW - TYPE B





**GROUND FLOOR LAYOUT**



**FIRST FLOOR LAYOUT**

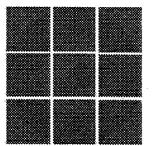


**HOUSE TYPE B.v**

GROUND FLOOR DWELLING	□	46.454	SQ M
FIRST FLOOR DWELLING	□	46.454	SQ M
GARAGE	□	20.425	SQ M
COVERED ENTRANCE	□	2.500	SQ M
OPEN TERRACE	□	11.150	SQ M
<b>TOTAL</b>	□	<b>126.983</b>	<b>SQ M</b>

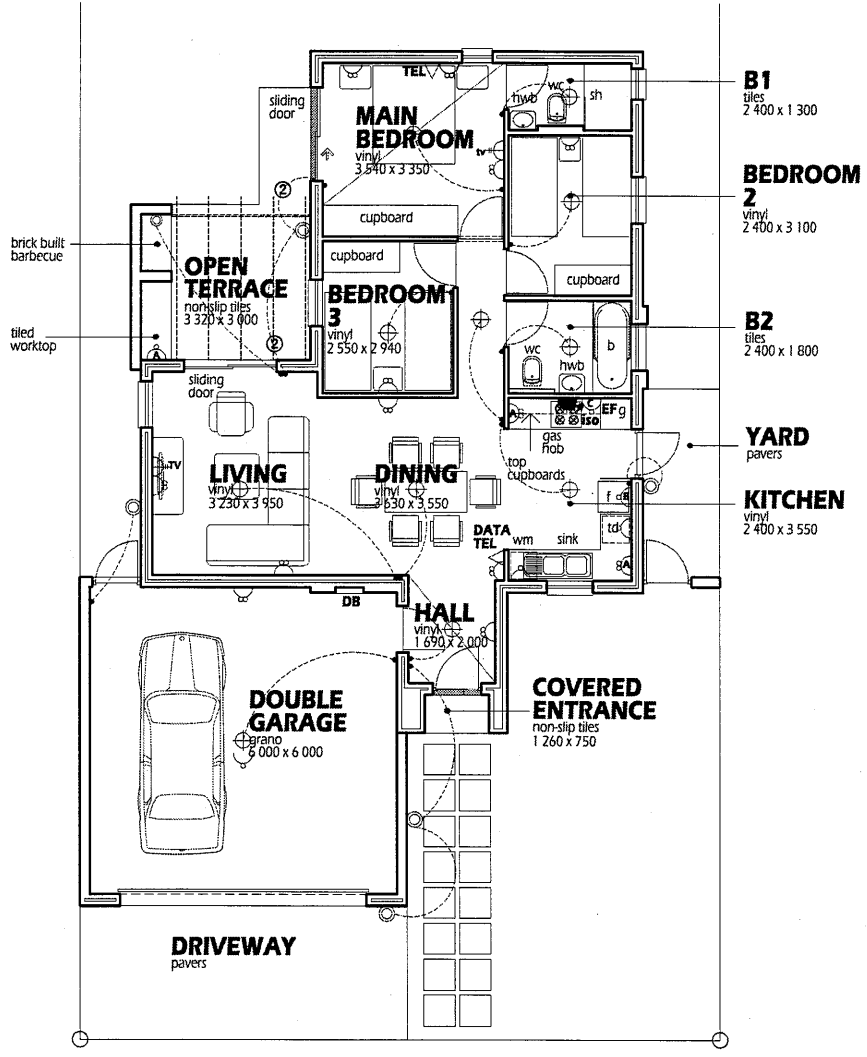
**GISELE VANDER STRAETEN**  
 PR ARCH SACAP 6789  
 SUITE 27 | SOMERSET SQUARE | HIGHFIELD ROAD | GREEN POINT | 8005  
 TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
 MOBILE 082 770 1911  
 WEBSITE www.gvarchitects.com  
 E-MAIL ADDRESS gvdesign@iAfrica.com

DATE MAY 2021  
 SCALE 1 : 100  
 DRAWING NUMBER GD - ADW - TYPE B.v

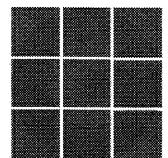


**GREENFIELD DEVELOPMENTS**





**FLOOR LAYOUT**



**GREENFIELD DEVELOPMENTS**



**GISELE VANDER STRAETEN**  
 PR ARCH ■ SACAP 6789  
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**0**

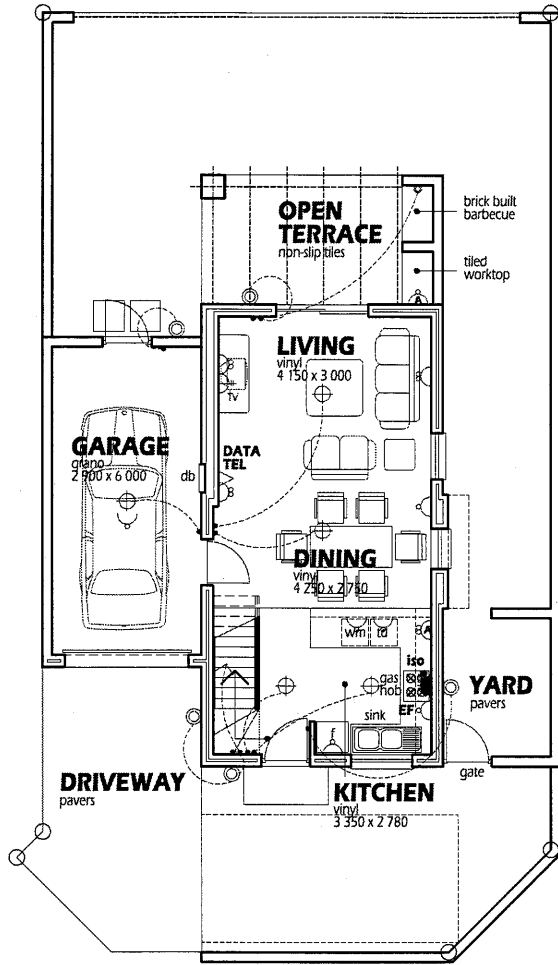
**HOUSE TYPE C**

DWELLING	□	86.576	SQ M
DOUBLE GARAGE	□	39.407	SQ M
OPEN TERRACE	□	10.567	SQ M
COVERED ENTRANCE	□	1.327	SQ M
<b>TOTAL</b>	□	<b>137.877</b>	<b>SQ M</b>

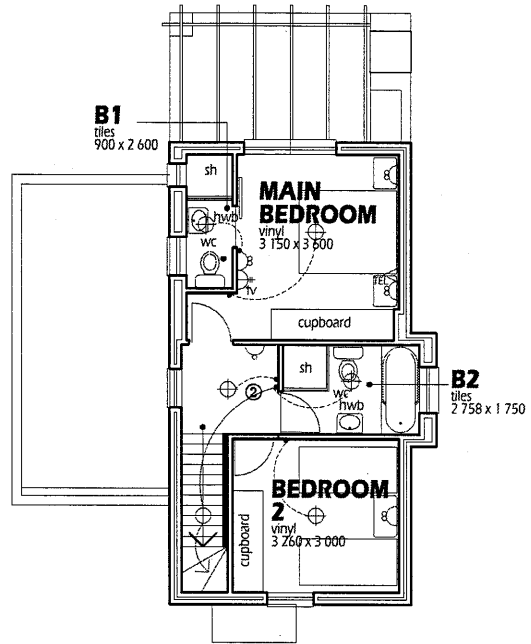
■ DATE MAY 2021  
 ■ SCALE 1 : 100  
 ■ DRAWING NUMBER GD - ADW - TYPE C







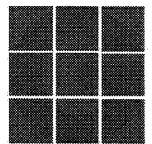
**GROUND FLOOR LAYOUT**



**FIRST FLOOR LAYOUT**

**HOUSE TYPE D**

GROUND FLOOR DWELLING	□	42.343	SQ M
FIRST FLOOR DWELLING	□	43.448	SQ M
GARAGE	□	19.838	SQ M
COVERED ENTRANCE	□	1.238	SQ M
OPEN TERRACE	□	11.775	SQ M
<b>TOTAL</b>	□	<b>118.642</b>	<b>SQ M</b>



**GREENFIELD DEVELOPMENTS**

- DATE
- SCALE
- DRAWING NUMBER



**GISELE VANDER STRAETEN**

PR ARCH ■ SACAP 6789  
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MAY 2021

1 : 100

GD - ADW - TYPE D