



**PROTOCOL FOR THE APPROVAL OF BUILDING PLANS AND CONTROL OF  
CONSTRUCTION ON THE ROYAL JOZINI BIG 6 ESTATE**  
*Revision 2 : Effective date 11 August 2008*

**1 PARTIES TO THIS PROTOCOL**

The parties to this protocol are the following:

- 1.1 *Jozini Leasehold Limited* ("JLL") in its capacity as the lessee under the head lease of the property on which the Royal Jozini Big 6 development is being undertaken ("the property"), and grantor of the sublease rights in respect of individual sites ("the site/sites") for the construction of residential buildings;
- 1.2 *Lubombo Development Management Limited* ("LDM") in its capacity as agent for JLL for the sale of lease rights, the conclusion of subleases and the conclusion of other agreements necessary for the undertaking of the project, and as principal in respect of the project management oversight of the whole development;
- 1.3 *All professional teams* engaged in any aspect of the project;
- 1.4 *All contractors* in respect of any work to be done, services to be rendered or materials to be supplied;
- 1.5 *Investors/purchasers* ("investors") of lease rights;
- 1.6 *Royal Jozini Big 6 Lodge Owners' Association.*

**2 RELEVANT DOCUMENTS AND AGREEMENTS**

The following documents and agreements are relevant to this protocol and all terms and conditions therein that relate to construction and development shall apply hereto.

- 2.1 *The Lease and sublease agreements* concluded in respect of the property;
- 2.2 *Sale Agreement* in terms of which investors have obtained the right to construct a residential building on the site;
- 2.3 *Scoping Report, Environmental Impact Assessment Report, Comprehensive Mitigation Plan and Environmental Compliance Certificate* which collectively constitute the legal authorisation under which the development of the property is permitted, which sets out the environmental management controls applicable to all activities on the property and sets requirements for the mitigation of negative impacts and the rehabilitation of the sites.
- 2.4 *Architectural Guidelines* refers to the specific design and construction parameters prepared by the architect in charge of the overall development of the property, in terms of which individual sites are to be developed, and which are appended as Annexure C(1) to the Sales Agreement as contained in the Annexures Booklet;
- 2.5 *Environmental Management Plan* refers to guidelines for the implementation of the recommendations of the Environmental Impact Assessment Report, and adherence to both the Comprehensive Mitigation Plan and the Environmental Compliance Certificate, and which is appended as Annexure C(2) to the Sales Agreement as contained in the Annexures Booklet;

2.6 *Construction Contract Documents* refers to the agreements, technical specifications, plans, designs and method statements in respect of all work to be done, services to be rendered or goods are to be supplied to or on the property of whatsoever kind, nothing excepted.

### 3 ESTATE REVIEW COMMITTEE

#### 3.1 *Appointment:*

3.1.1 LDM has appointed an Estate Review Committee (“the committee”) comprising:

- the Development Manager appointed by LDM to oversee all aspects of construction on the property, and who will serve as the Chairman;
- the Development Architect of the project ;
- the Environmental Officer appointed by LDM to oversee all environmental and governance issues relevant to the project;
- the General Manager of LDM
- the Development Architect’s Administrative Co-ordinator;
- an investor invited by LDM to represent the lodge owners

The committee may appoint *ad hoc* members from time to time to assist the committee with its duties.

3.1.2 The members of the committee (with the exception of ad hoc members) shall hold office for the duration of the project unless they resign or their services are terminated by a majority vote of members of the committee and the LDM board of directors.

#### 3.2 *Powers and duties:*

The powers and duties of the committee shall be *inter alia* to:

3.2.1 consider and approve, with or without modification, all infrastructure and building plans, or to reject such plans, or to refer such plans back to their author for modification or amendment;

3.2.2 receive and consider reports on all aspects of all work undertaken on the property;

3.2.3 provide direction and advice on all aspects of construction on the property;

3.2.4 issue directives to all contractors undertaking any work on the property, more particularly in regard to compliance with any of the documents referred to in clause 2 or any other relevant document or agreement so as to ensure the proper execution of all work on site;

3.2.5 enforce by any available lawful means, compliance with any directive issued aforesaid, including the power to suspend work, order rectification and or rehabilitation work at the contractors’/investors’ costs;

3.2.6 ensure that the *Architectural Guidelines* are adhered to;

3.2.7 amend and update the *Architectural Guidelines* from time to time, as necessary and in consultation with LDM

#### 3.3 *Accountability and reporting:*

3.3.1 The committee shall be accountable and report to the Board of Directors of LDM.

3.3.2 In the case of contraventions of any of the environmental controls imposed in any of the documents referred to in clause 2.3, the committee shall be obliged to report such transgression to the Swaziland Environmental Authority through the Environmental Officer.

3.4 *Meetings:*

3.4.1 The committee shall meet at least once per month.

3.4.2 The minutes of all meetings shall be copied to the board of directors of LDM.

3.4.3 Decisions of the committee in respect of all planning approvals or directives made at meetings shall be communicated to all persons affected thereby within one week of the date of such decision or directive.

4 TERMS OF REFERENCE

4.1 *Authority:*

4.1.1 In the absence of any statutory planning authority with jurisdiction over the property, the committee shall serve such purpose and function.

4.1.2 Decisions of the committee or directives issued shall have the same force and effect on the property as if they were made by a statutory authority.

4.1.3 The Committee shall have the power to impose financial penalties and fines, to order rehabilitation work or to cause such work to be undertaken and to recover the costs thereof from the contractors/investors found guilty of any transgression of any of the provisions of any of the documents referred to in clause 2.

4.2 *Scope of work:*

The scope of work of the committee shall include *inter alia*:

4.2.1 Scrutiny of all plans and designs for all aspects of all construction work to be undertaken on the property for compliance with criteria set in the documents referred to in clause 2;

4.2.2 On-site inspections of all work undertaken on the property;

4.2.3 The approval of site specific designs for each site and the positioning of all dwellings on each site, which approval in writing shall be obtained by each investor prior to the commencement of any construction activities on his or her site.

4.3 *Decisions:*

4.3.1 Decisions of the committee shall as far as possible be by consensus, but shall otherwise be by majority vote.

4.3.2 In the event of deadlock, the chairman of the committee shall have the casting vote.

1.1 *Investor's right of appeal:*

1.1.1 In the event of a dispute arising between the committee and investor out of any decision handed down by the committee, or in the event of the investor being aggrieved by any decision made by the committee, then such investor has the right of appeal to the Board of Directors of LDM, who's decision will be final and binding on the committee and investor.

1.1.2 Appeals are to be fully motivated and lodged by the investor in writing with the Managing Director, LDM.

1.1.3 In its deliberations, the Board of LDM shall be obliged to consult with and be guided by the Environmental Officer and the Chairman of the Estate Review Committee, in order to ensure that the requirements of the Environmental Management Plan and Architectural Guidelines are met.

#### 4.4 *Implementation*

- 4.4.1 Decisions and directives of the committee shall be implemented in the first instance by the contractor to which the decision or directive applies, and failing compliance within the time limit stipulated, by a contractor appointed by the committee, and the cost incurred thereon shall be for the account of the contractor to which the decision or directive applied, jointly and severally with the investor in whose employ the contractor is or was.

### 5 PLANNING REQUIREMENTS AND PROCEDURES

Investors shall develop their sites in accordance with the *Architectural Guidelines* and *Environmental Management Plan*.

#### 5.1 *Investor's architect*

- 5.1.1 The investor shall appoint an architect who's brief shall endure from the design phase until completion and hand over of the dwelling to the investor.
- 5.1.2 The architect shall be suitably qualified, and the committee shall have the right to call for such information as it may consider necessary to assess the competence of such architect prior to appointment;
- 5.1.3 All designs shall conform to the *Architectural Guidelines* and *Environmental Management Plan* and shall be subject to the reasonable requirements of the committee so as to ensure that they are compatible with the ethos of the Royal Jozini Big 6 development.
- 5.1.4 The architect so appointed shall, every second month during the construction phase, provide a written report of progress on the site and such other written reports as the committee may reasonably require.
- 5.1.5 The said architect shall attend site meetings at the reasonable request of the committee on two weeks written notice unless the urgency of the situation dictates otherwise.
- 5.1.6 Prior to the occupation of the dwelling constructed on the site, the architect shall submit a certificate of practical completion to the committee and after inspection of the site, and subject to such conditions as it may reasonably impose, the committee may certify in writing that the dwelling is suitable for occupation.
- 5.1.7 No dwelling may be occupied without the prior written approval of the committee.

#### 5.2 *Submission of plans, approval fees and contractor's levy*

- 5.2.1 It is recommended that a preliminary Site Plan in duplicate be submitted for preliminary consideration prior to detailed design, to ensure that area coverage and environmental issues are complied with.
- 5.2.2 Detailed plans are to be submitted to LDM Office – Umhlali, together with a scrutiny fee of R5000, and in the following format:
- Proposed professional team and contractors (triplicate)
  - Signed undertaking by the investor that he will abide by the requirements laid out in the documents described in Section 2 herein;
  - Full set of drawings and schedules (triplicate) as follows:
    - *Site plan*
      - lodge plan
      - driveway
      - septic tank and evapo area
      - fire protection barriers
      - fencing (if applicable)
      - removal of trees and rehabilitation (if applicable)
      - levels
      - solar panels, geysers and gaset positions

- *Layout drawings*
  - plans, sections, elevation details and roof plan
  - levels, dimensions, materials and colours
- *Schedules* - to be listed as below
  - Areas:
    - lounge / dining room / kitchen
    - bedrooms
    - garage
    - carports
    - walkways – covered
    - walkways – open
    - patios – covered
    - patios – open
    - pool
    - external buildings
    - bin area
  - External Colour Schedule
  - External finishes schedule
  - External lighting layout
  - Fire Plan
  - Landscaping layout (if applicable)
- *Site photograph*
  - photo to show approach from the road, describe the site, and lodge location.

5.2.3 Submissions not paid for, or not in compliance with the correct format, will not be reviewed.

5.2.4 Any alteration to the plan shall be submitted to the committee for approval before construction commences. For every re-submission, before and during construction, a further R1 500 per submission is payable.

5.2.5 On receipt of approved building plans, and prior to the commencement of construction, a contribution of R30 000 is payable by the contractor to LDM, made up as follows :

- Road maintenance                      R12 000
- Estate security                            R6 000
- Environmental compliance            R12 000

5.2.6 The cost of security cards, photos and labour clearance is not included in the above levy and is payable separately by the contractor.

5.2.7 All queries are to be forwarded to LDM's offices via email: [info@royaljozini.com](mailto:info@royaljozini.com)

## 6 CONSTRUCTION

### 6.1 Contractors

6.1.1 The investor may employ its own building contractor ("the contractor") but such appointment shall be subject to the following:

6.1.1.1 The appointment of the contractor shall require the prior written approval of the committee;

6.1.1.2 The contractor shall be registered as a business entity in Swaziland and shall meet the procurement requirements of the Lease, which supports *inter alia* the employment of local labour and the use of locally sourced materials;

6.1.1.3 The contractor shall be required to pay at least the minimum wage prescribed from time to time by LDM in consultation with the Lavumisa Community Trust. Details of the minimum wage rates are obtainable from LDM's offices in Lavumisa;

- 6.1.1.4 The committee shall have the right to inspect the contractor's wage records on request;
- 6.1.1.5 The committee may call upon the contractor to provide evidence of its competence to undertake the work which may include references, details of previous experience and contracts undertaken, and financial ability, and may conduct such investigations as it deems fit to determine the suitability of the contractor for the work;
- 6.1.1.6 The contractor shall comply with the instructions of the committee, to whom it shall report;
- 6.1.1.7 The contractor shall maintain a daily site diary that shall be open to scrutiny by the committee members and shall contain a record of all activities and incidents on site.

## 6.2 *Control of work*

- 6.2.1 All work on site shall be subject to the control of the Development Manager.
- 6.2.2 Prior to setting out, site boundary co-ordinates will be provided to the investor by LDM.
- 6.2.3 The proposed footprint of the buildings and driveways must be set out by the investor's Land Surveyor.
- 6.2.4 The investor's Land Surveyor must supply a Surveyors Certificate, confirming compliance

## 6.3 *Environmental compliance and monitoring:*

- 6.3.1 All work on site shall be subject to compliance monitoring and reporting by the Environmental Officer.
- 6.3.2 In the event of environmental transgressions, more fully described in the documents referred to in clause 2.3, the Environmental Officer shall have the power to issue a "stop work" notice, to order immediate remediation work or to engage the services of another contractor to undertake such work at the expense of the contractor/investor.

## 6.4 *Connection to services:*

- 6.4.1 The site and the dwelling shall only be connected to services when the committee deems that it is ready to receive such services.
- 6.4.2 When the contractor/investor requires the connection of services to the site, it shall request the committee in writing to inspect the works to which the services are to be connected, and if satisfied, to authorise the relevant connections.
- 6.4.3 The committee shall inspect and approve/reject the application for connection within 14 days of receipt of a request therefor.

## 6.5 *Reporting requirements*

The requirements of clause 6.1.1.7 shall apply to all work undertaken by all contractors on site.

## 6.6 *Penalties for non-compliance*

Penalties for non-compliance with any provision of the documents referred to in clause 2 shall be determined at the discretion of the committee, and in particular those referred to in table 3 of the Comprehensive Mitigation Plan referred to in clause 2.3

## 7 COMPLETION CERTIFICATE AND FEES

### 7.1 *Required documentation and fees*

- 7.1.1 On completion, a fee of R5000 is payable to LDM with the submission of the following documents to the committee :

- As-built drawings (5 sets)
- Architects certificate of Practical Completion
- Surveyors certificate
- Electrical Certificate
- Gas Certificate

7.2 *Final inspection*

7.2.1 Prior to the occupation of the site, the committee shall perform a final inspection of the site and the dwelling constructed thereon.

7.3 *Remedial work:*

7.3.1 In the event that the committee requires any remedial work to be completed in order to ensure that the site and the dwelling are suitable for occupation, it shall be entitled to withhold the issue of a certificate of completion.

7.3.2 Remedial work ordered by the committee shall be undertaken and completed within the time frame set by the committee who, in the event of default on the part of the investor or its contractor, may undertake the necessary work at the expense of the investor/contractor.

7.4 *Certificate of completion*

When the committee is satisfied that the dwelling is constructed according to its approved plans, the services are connected and the site has been rehabilitated to the satisfaction of the Environmental Officer, it shall issue a certificate of occupation, before which, no person shall be permitted to reside in the dwelling or on the site.

8 SITE REHABILITATION

8.1 The site shall be rehabilitated to the satisfaction of the Environmental Officer.

9 SUMMARY OF LEVIES PAYABLE

- |   |          |
|---|----------|
| • Plan approval                           | R 5 000  |
| • Plan re-submission (if applicable)      | R 1 500  |
| • Contractors levy                        | R 30 000 |
| • Final inspection/occupation certificate | R 5 000  |

10 BANKING DETAILS:

Account Name: Lubombo Development and Management Ltd - Construction  
 Bank: Nedbank  
 Account no: 020000385124  
 Branch: Mbabane  
 Branch no: 360164  
 Reference: Your name and site number

PLEASE email [info@royaljozini.com](mailto:info@royaljozini.com) with confirmation of payment.

ACCEPTED BY THE MEMBERS OF THE COMMITTEE AT ITS MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

\_\_\_\_\_  
 CERTIFIED BY THE CHAIRMAN