



12 Walnut Road, Zonnehoeve AH  
Roodepoort, Gauteng, 2040



[www.thobilem.co.za](http://www.thobilem.co.za)



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09 October 2025

Hunadi Matuba Trading Enterprise Pty Ltd  
94 Vusi Mngomezulu Street  
Esangweni Section  
Tembisa  
Gauteng  
1632

Tel: 082 447 8142

**Attention: Alex Phasha**  
**CC: Carel Rikhotso, Calvin Mupona**

**RE: APPOINTMENT FOR THE BUILDING WORKS AT DEVALND PROJECT PHASE 3  
(DEV/003/2023)**

**1. Appointment Notice**

1. ThobileM Building Construction (Pty) Ltd has the pleasure in advising you that an offer is extended to your company the **Supply and Fit of General Building works for Blocks 73 and 77**, in accordance with the scope of work and drawings and specification for the Devland Project Phase 3 - DEV/003/2023, located in Devland on behalf of Johannesburg Social Housing Company (JOSHCO)

The parties are:

**ThobileM Building Construction (PTY) LTD – 2019/422219/07**  
(Hereinafter referred to as the "**Contractor**")

And

**Hunadi Matuba Trading Enterprise cc – 2006/102227/23**  
(Hereinafter referred to as "**Sub-Contractor**")

**2. Confirmation of Scope**

- 2.1.1. The scope of work is as follows:
- 2.1.2. Supply and Fit of General Building works for Blocks 73 and 77,
- 2.1.3. No additional work will be conducted without prior approval by the contractor's representative and where cost is involved, the work shall be properly priced and written approval received from the contractor.

Prior to commencement with any work on any type of facility listed above herewith, the *Sub-Contractor* shall acquire written instruction from the *Contractor* or his representatives. No work of any nature whatsoever should be carried out without written instructions from the *Employer*

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or his representatives. No claim arising from the Sub-Contractor's failure to fulfill the aforementioned obligation will be entertained.

**Note:** All sizes and specifications of buildings as mentioned above herewith (refer to item No.2.1) are as per the Johannesburg Social Housing Company latest standard requirements and regulations.

### 3. Confirmation of Price

- 3.1. The contract price is as per the attached approved measurable BOQ.

### 4 Requirements from the Sub-Contractor

- 4.1 Submission of a delivery program by no later than 2 (two) calendar days after the date of acceptance of offer.
- 4.2 The subcontractor shall obtain written approval from the Site Agent for all materials and equipment to be procured, including but not limited to specifications, quantities, and suppliers and the material should match existing buildings.
- 4.3 Attendance of the weekly and/or monthly progress meetings with the Contractor.
- 4.4 Furnish the Contractor with the written weekly progress report on the project.
- 4.5 Submission of a valid tax clearance certificate within 2 (two) calendar days from the date of the appointment.

### 5 Payment terms

- 5.1 The Subcontractor acknowledges and agrees that payment for works completed under this Subcontract shall be made only after the Contractor has received the corresponding payment from the Client for those works. The Contractor shall not be held liable for any delay in payment resulting from delayed or non-payment by the Client.
- 5.2 The Payment terms will be as follows:
  - 5.2.1 Any payments made to the Sub-Contractor by the Contractor for this project, cannot be allocated to any other project other than this project regardless of whether the Sub-Contractor is anticipating funds from the Contractor in relation to other projects.
  - 5.2.2 If there are any funds owed to the Sub-Contractor by the Contractor for whatsoever reason on other projects, the Sub-Contractor will not delay or hold back on its duty to perform on this project, nor will the Sub-Contractor hold back on any reports and project information required by either the Contractor or the Johannesburg Social Housing Company during the course of this project. It is agreed that this project is to be viewed in isolation from any other project.
  - 5.2.3 The Sub-Contractor agrees to keep the project information Private & Confidential as the Contractor is also bound by confidentiality in its agreement with the Johannesburg Social Housing Company.

### 6 Penalties

- 6.1 The penalties for late Completion of the works will be impose in accordance with Contract documents signed with the Contractor and Client.

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## 7 Contract Duration, Commencement and Completion dates

- 7.1 The contract duration shall commence on **10 October 2025** and continues for a period of 3 Months until **31 January 2026**.
- 7.2 The schedule of execution of the works will be as directed by the site agent on site.
- 7.3 The production rate per day will be as discussed and agreed with the site agent on site.

## 8 Acceptance and Acknowledgement of Receipt of the appointment Letter

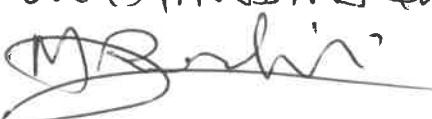
- 8.1 The Sub-Contractor shall acquaint themselves with the contents hereof and ensure that it is in accordance with the terms agreed between the Parties. The Sub-Contractor is kindly requested to accept and acknowledge receipt of this document within forty-eight (48) hours of receipt thereof.
- 8.1.1 Following the acknowledgement of receipt and acceptance of this: Appointment Letter for the Building Works at Devland Project Phase 3 on behalf of Johannesburg Social Housing Company in the contractor and the sub-contractor shall enter into the formal Contractual agreement and shall be signed by both Parties within 30 (Thirty) calendar days of signing this appointment letter. Until a formal Contractual agreement document is prepared and signed by both Parties, this letter of Appointment together with the Sub-Contractor's written acceptance below herewith shall constitute a binding agreement between both Parties.

We trust the above is in order and look forward to the successful completion of the Project. Should you have any queries on this matter, kindly contact Mr. Calvin Mupona by e-mail: [calvin@thobilem.co.za](mailto:calvin@thobilem.co.za) or 010 800 1686/071 617 9875

We trust that you will find everything in order.

Yours faithfully,

  
Mr. Mandla Makhapela  
MANAGING DIRECTOR

RECEIVED WITH  
OUTSTANDING DOCUMENT  


### Acceptance of Offer

Name: Alex M. Phasha

Witness 1: Mr. N. Macfane

Occupation: DIRECTOR

Witness 2: Alex M.F

Signature: 

Date : 13/10/2025



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