

DEED OF SALE

Pebble Falls

Lifestyle Estate



Part "A"

1. SALE

The SELLER hereby sells to the PURCHASER who hereby purchases the Unit for the purchase price on the terms and conditions set out in this agreement together with the annexures hereto. The property is sold subject to the conditions and servitudes applicable thereto, whether contained or referred to in or endorsed against the Title Deeds.

2. INTERPRETATION

In this agreement and in all annexures hereto, unless with or otherwise indicated by the context:

2.1 the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:

- 2.1.1 **"the contract"** or **"this contract"** - this agreement and the annexures hereto which are initialled by the parties for the purposes of identification;
- 2.1.2 **"the SELLER"** (and/or Developer); **SMITH & SEEGER INVESTMENTS CC**, registration number **2003/084792/23**, the Seller being a registered VAT vendor in terms of the Value Added Tax Act.
- 2.1.3 **"the SELLER's address"** c/o **Victor & Partners Attorneys, 1st Floor, The Ridge Centre, Cnr Abel Erasmus & Paul Kruger Streets, Honeydew Ridge** as his domicilium citandi et executandi
- 2.1.4 **"the PURCHASER/S"** _____
the parties fully described and chooses his address to receive any notice that relate to this Offer to Purchase as per Part B hereto;
- 2.1.5 **"the purchase price"** - R _____ (_____)
(which includes VAT, Transfer and Bond Costs, and Agent's Commission)
- 2.1.6 **"the unit number"** _____ together with sole use areas and its undivided share in the common property determined in accordance with the participation quota;
- 2.1.7 **"the Section"** – the Section highlighted in **annexure "C"** to this agreement, indicated on the Floor Plan situated in the **Scheme** known as **PEBBLE FALLS** on erf 467 COMET Extension 1 (now a Real Right of Extension to erect a further 411 units in the scheme – Phase 1 – 186 units; Phase 2 – 225 units, Phase 3 – 186 units), of which section the floor area is approximately: _____ square metres in extent including the parking and / or carport measuring approximately: _____ (if applicable). The Purchaser takes note that the size of the built unit may differ 5% - 7% from the Floor Plans, due to the difference in the method used to measure the unit by the Architect (from outside of outside wall) and the Surveyor (from the middle of outside wall), so the measured size will be smaller.
- 2.1.8 **"the plans"** -the draft site developments plans relating to the unit annexed hereto marked **annexure "D and D1"**;
- 2.1.9 **"the deposit/s"** (**Securing Deposit 1 and Deposit 2**) payable to the **"Conveyancer"** who is authorised to

release such money, when the SELLER IS legally entitled to receive such deposit to the SELLER, to such parties as authorized by the SELLER, and / or the BODY CORPORATE:-

- 2.1.9.1 R _____ (_____)(**Securing Deposit 1**) in cash within 3 (three) days from date of signature by the PURCHASER (or such extended period as the Seller in its sole discretion may decide) to be deposited with the Attorneys who shall hold the money in their trust account. It is specifically recorded that this security deposit shall be non-refundable, and shall not be paid back to the Purchaser if the contract is cancelled for whatever reason, except if the purchaser fails to procure a bond and is not in breach of this agreement, in which case the full deposit will be refunded to the Purchaser.
- 2.1.9.2 It is specifically recorded and agreed that the Securing Deposit referred to in clause 2.1.9.1 above may, upon the request and instructions of the SELLER, be utilized for payment of various consequential deposits on registration, for example DSTV installation deposit estimated in the amount of R1 200.00; Prepaid Electrical Meter Installation deposit estimated in the amount of R500.00; and the Water and Electricity Supply deposit estimated in the amount of R850.00 – this amount will however, be determined by Council and communicated by the Body Corporate and the purchaser shall be bound to pay such amount as may be advised that is due.
- 2.1.9.3 It is specifically recorded and agreed that the Securing deposit referred to in clause 2.1.9.1 above is thus excluded from the purchase price referred to in clause 2.1.5.
- 2.1.9.4 R _____ (_____) (**Deposit 2**) payable by the Purchaser within 21 (twenty-one) days of acceptance of this offer or the Purchaser shall furnish the Attorneys with an approved guarantee in favour of the SELLER, and the balance of the purchase price payable by registering "the bond";
- 2.1.9.5 "**the bond**" -the first mortgage bond in the amount of R _____ (_____).
- 2.1.9.6 The Purchaser must, **within 21 (twenty-one)** days (or such extended period as the SELLER in its sole discretion may decide) of signature hereof by the PURCHASER obtain written approval in principle of first mortgage bond to be registered over the Property by a registered commercial bank or building society as set out in paragraph 5.1, subject to the terms usually imposed by such financial institutions, for any amount set out in 2.1.9.3 of the agreement.
- 2.1.9.7 The PURCHASER irrevocably appoints the SELLER (who hereby appoints the Originator on the Sellers behalf), in his stead, to apply and submit for the loan referred to in 2.1.9.4. Such application will be submitted to the financial institution of the PURCHASERS choice, and the PURCHASER may negotiate the terms and conditions of the loan directly with the bank after submission of the application (**it is a condition of this sale that the Originator as appointed by the Seller apply for a bond at the selected bank on behalf of the PURCHASER, such selected bank is _____.**)
- 2.1.9.8 The PURCHASER undertakes to do all things reasonably necessary to procure a loan, or comply with or accept any condition reasonably imposed by any potential lender. Should the PURCHASER fail to comply with the aforesaid, he/she shall be deemed to be in breach of this agreement and the SELLER shall be entitled at its election to regard this condition as having been fulfilled and may exercise its rights in terms of clause 3.
- 2.1.9.9 The PURCHASER warrants that his/her/its financial position is such that having regard to the criteria or requirements usually applied by the financial institutions, his/her/its application for a loan will not be refused.
- 2.1.10 "**occupation date**" – on registration of transfer of the property into the name of the Purchaser or within 2 months after being notified by the Seller in writing that the Property is ready for occupation, whichever occurs first. In the event of the Seller notifying the Purchaser in writing that the Property is ready for occupation, the Purchaser shall be obliged to take occupation and be liable for payment of occupational rent.
- 2.1.11 should the date referred to in 2.1.10 be delayed due to a reason beyond the control of the seller, then the seller may extend such date on the provision that the seller will give the purchaser one calendar months written and / or verbal notice.
- 2.1.12 "**registration date**" – which date the unit shall be registered in the Deeds Office into the name of the Purchaser.
- 2.1.13 "**occupational interest**" – an amount equal to 1% of the total Purchase Price, payable to the Seller monthly in advance from date of occupation to date of registration.
- 2.1.14 "**the agent**" – Hendri Swart Properties;
- 2.1.15 "**the agent's address**" – _Suite 10 Hinhamfield Office Park, 79 Boeing Rd East, Bedfordview, Tel: 082 955 0308;
- 2.1.16 "**The Originator**" – _____

2.1.17 "the Attorneys/ Conveyancers" – VICTOR & PARTNERS ATTORNEYS
1st Floor, The Ridge Centre
Cnr Abel Erasmus & Paul Kruger Streets
Honeydew Ridge
Tel: (011) 831-0000

Banking Details: ABSA, Benoni
Acc Number 4052993073
Branch Code: 334642
Ref: Unit _____ Pebble Falls Phase__

- 2.1.18 "the managing agent" – existing managing agents will manage the complex as per phase 1.
- 2.1.19 "Body Corporate" - Pebble Falls Body Corporate. Each owner of a unit is automatically a member of the Body Corporate, and is liable for payment of a monthly levy to the Body Corporate. Each and every member of the Body Corporate is further automatically bound by the rules of the Body Corporate.
- 2.1.20 The Property will be covered by a NHBRC warranty.
- 2.1.21 "Real Right of Extension" – The Purchaser takes note that the Seller holds a Real Right of Extension, which means that additional units will be constructed in the Scheme. The entire scheme will be completed in 3 phases, as indicated above:
- Phase 1: 186 units
 - Phase 2: 225 units
 - Phase 3: 186 units

3 DEFAULT BY THE PARTIES

- 3.1 The Purchaser shall have the right to cancel this agreement if;
- 3.1.1 construction and/or finishes are not as per schedule of minimum specifications (annexure "E");
- 3.2 The Seller shall have the right to cancel this agreement and put the unit up for resale if;
- 3.2.1 transfer of the property is delayed by the Purchaser for any reason.
 - 3.2.2 If transfer of the property is delayed by the purchaser and the seller does not exercise his right to cancel as per clause 3.2.1, then the purchaser shall be liable for occupational interest from date of occupation as set out in clause 2.1.10;
 - 3.2.3 The Purchaser markets the property in any manner, by either placing advertisements or appointing an agent, or any other manner of marketing, before the property is registered in the name of the Purchaser. If the Purchaser breaches the agreement in terms of this paragraph, the Seller shall be entitled to cancel the agreement immediately, without any notice to the Purchaser.
 - 3.2.4 It is specifically agreed that only the Agent will be allowed to market and /or sell the Property in any way, before the registration of the unit into the name of the Purchaser.
 - 3.2.5 Should the Seller cancel the agreement, the Seller shall be entitled, without prejudice to any other rights available to it:- to claim damages, retain all such amounts paid as a genuine pre-estimate of damages as a result of such breach in which event the purchaser shall be deemed to have authorized the seller's conveyancers to pay the seller such monies paid by him/her/it in terms of this agreement, and / or repossess the Section.
- 3.3 Save for the provisions of paragraph 3.2.3 above, if the parties commit a breach of any of the provisions of this agreement and fails to remedy the same within 3 (three) days of the despatch by prepaid registered post of written notice, or to a nominated facsimile number or email address calling upon him to do so, then the aggrieved party may cancel this agreement, claim damages, retain all such amounts paid as a genuine pre-estimate of damages as a result of such breach.

4 AGENT

The SELLER shall pay Agent's commission as per agreement between Seller and Agent and shall be deemed to be earned upon signature of this agreement and fulfilment of any conditions to which it may be subject. The Agent's commission is a first charge against the deposit and/or proceeds of the sale and the SELLER hereby irrevocably authorises and instructs the conveyancer to pay whatever amount shall be owing to the Agent in respect of commission. The conveyancers are irrevocably instructed not to pass transfer until they have ensured that they will have sufficient funds in hand enabling them to pay whatever amount shall be owing to the Agent in respect of commission.

5. TRANSFER, BOND AND COSTS

- 5.1 Should a bond be registered over the property, the Purchaser irrevocably elects the Attorneys (2.1.17 above) to handle the bond registration simultaneously with transfer of the property into the Purchaser's name. The Purchaser agrees that he shall approach such banks or building societies where the Attorneys are on the panel of the relevant institution, and where the Attorneys indeed receive instructions to register the bond so as not to cause any delay in registration. In the event that another Attorney, for whatever reason, receive instructions to register a bond over the property, then the Purchaser shall be responsible for payment of all the costs / fees payable in connection with the registration of the bond.

- 5.2 The Purchaser shall upon request by the Attorneys sign all the necessary documents relating to the transfer and bond registration (if any).
- 5.3 In addition to any rights the Seller may have, he will be entitled to payment of interest by the Purchaser on all amounts due and/or for any delay occasioned by the Purchaser in terms of this Agreement at an interest rate equal to prime rate charged from time to time by Standard Bank plus 2%. In the event of such delay, the Purchaser shall be liable for the payment of the rates and taxes and/or levies, pro rate for the time period of such delay.
- 5.4 The Purchaser shall further be liable to pay occupational rent as set out in paragraph 2.1.13 above.

6. COOLING OFF

The parties' attention is drawn to the fact that Section 16 of the Consumer Protection Act, 68 of 2008 applies to this agreement. Notwithstanding any other clause in this contract, the PURCHASER has the right to revoke this offer or terminate this agreement by written notice to be delivered to the SELLER, or his or her agent, within five (5) working days of signature of this agreement. The PURCHAER'S attention is drawn to the fact that such notice will be of no force or effect unless it is:-

- (i) Signed by the Purchaser or his or her agent acting on his / her authority; and
- (ii) Refers to this offer or agreement as the offer or agreement that is being revoked or terminated as the case may be; and
- (iii) Is unconditional.

7. JURISDICTION

- 7.1 The parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended.
- 7.2 Notwithstanding that such proceedings are otherwise beyond this jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.

8. SNAGGING / SITE VISITS

- 8.1 The Purchaser shall be given the opportunity to inspect the Section at different intervals during its construction, provided that a proper appointment is made with the Seller for such site visit. The Purchaser acknowledged that, until completion of the Section and issue of the Occupation Certificate, the site is a construction area, and as such, is potentially dangerous. It is therefore imperative that the Purchaser does not attend at the site unaccompanied, and the Purchaser hereby indemnifies the Seller (as well as the Seller's employees, sub-contractors, etc) against any injury or damage suffered.
- 8.2 Official snag list to reach developer on the seventh day after the occupation date or if occupation not taken, seven days after transfer of the unit.

Failing which the unit will be considered snag free.

_____ *initial*)

Signed by the parties on the dates and at the places set out below:

PURCHASER/S - who by his/her signature hereto warrants -

- (a) his/her capacity to enter into and sign this agreement (Part A and Part B) and annexures C, D and D1 and E:
- (b) all the information supplied in Part B hereof is true and correct.
- (c) all consent in terms of the Matrimonial Property Act has been furnished.

Signed at: _____

Dated: _____

Purchaser

Co-Purchaser or Spouse

Witness

And

Witness

Signed at: _____

Dated: _____

Seller

Witness

Signed at: _____

Dated: _____

Principal (Agent)

Witness

"Part B"**Purchaser's Details/ Information for the Conveyancer**

	<u>Purchaser</u>	<u>Spouse/Joint Purchaser</u>
Surname:		
Full names:		
Maiden name:		
Present address:		
Postal address:		
Identity Number:		
Date of birth:		
Marital status:		
Date of marriage:		
Type of marriage:		
Telephone no.:		
(work)		
(home)		
Cell:		
Fax:		
E-mail:		
Employed by:		
Period of service:		
Occupation		
Gross monthly income:		
Total annual income:		
Income Tax registration no:		

I/we the purchaser/s warrant and confirm the following:

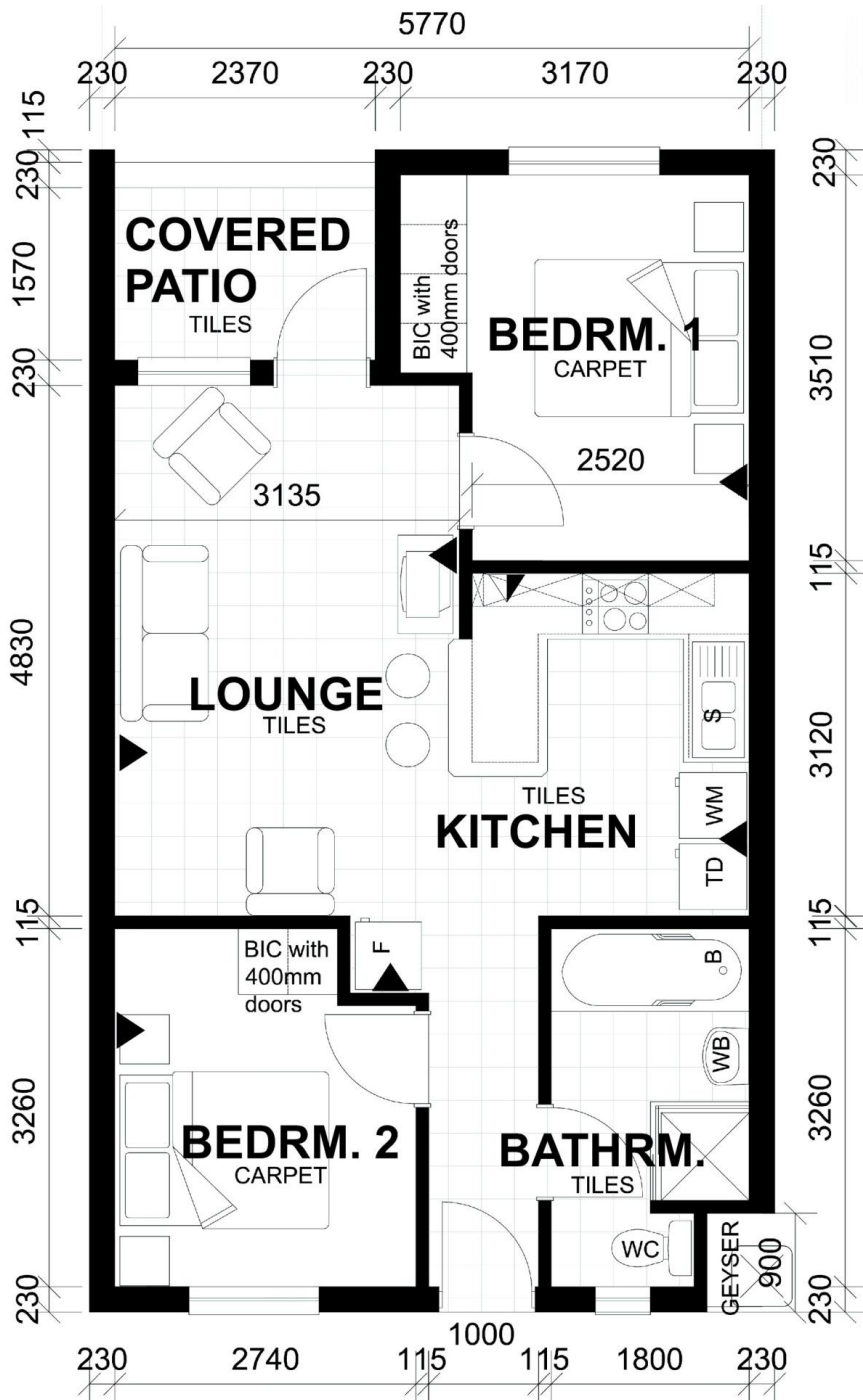
1. The information contained herein is true and correct.
2. The above figures represent my true earnings/ income and I agree to provide such proof.
3. I warrant that no judgments have been taken against me that would prohibit the granting of the bond referred to in the Agreement.
4. I am aware and understand the customary requirements of Deposit Taking Institutions regarding eligibility for loan finance based on salary, liabilities, credit ratings and other qualifications, and hereby warrant that to the best of my knowledge and belief I am eligible for a loan in the amount and on the terms and conditions contemplated in the Agreement.
5. I confirm that there are no amounts owing by me to SARS, and / or any documentation outstanding to be submitted to SARS and / or any dispute pending between myself and SARS that would prohibit and / or delay the issuing of a transfer duty receipt or exemption form in respect of this transaction. I take note that any breach of this warranty will constitute a material breach of the agreement and the provisions of Clause 3 will be available to the aggrieved party.

(initial)

Annexure C

PHASE 2 UNIT J

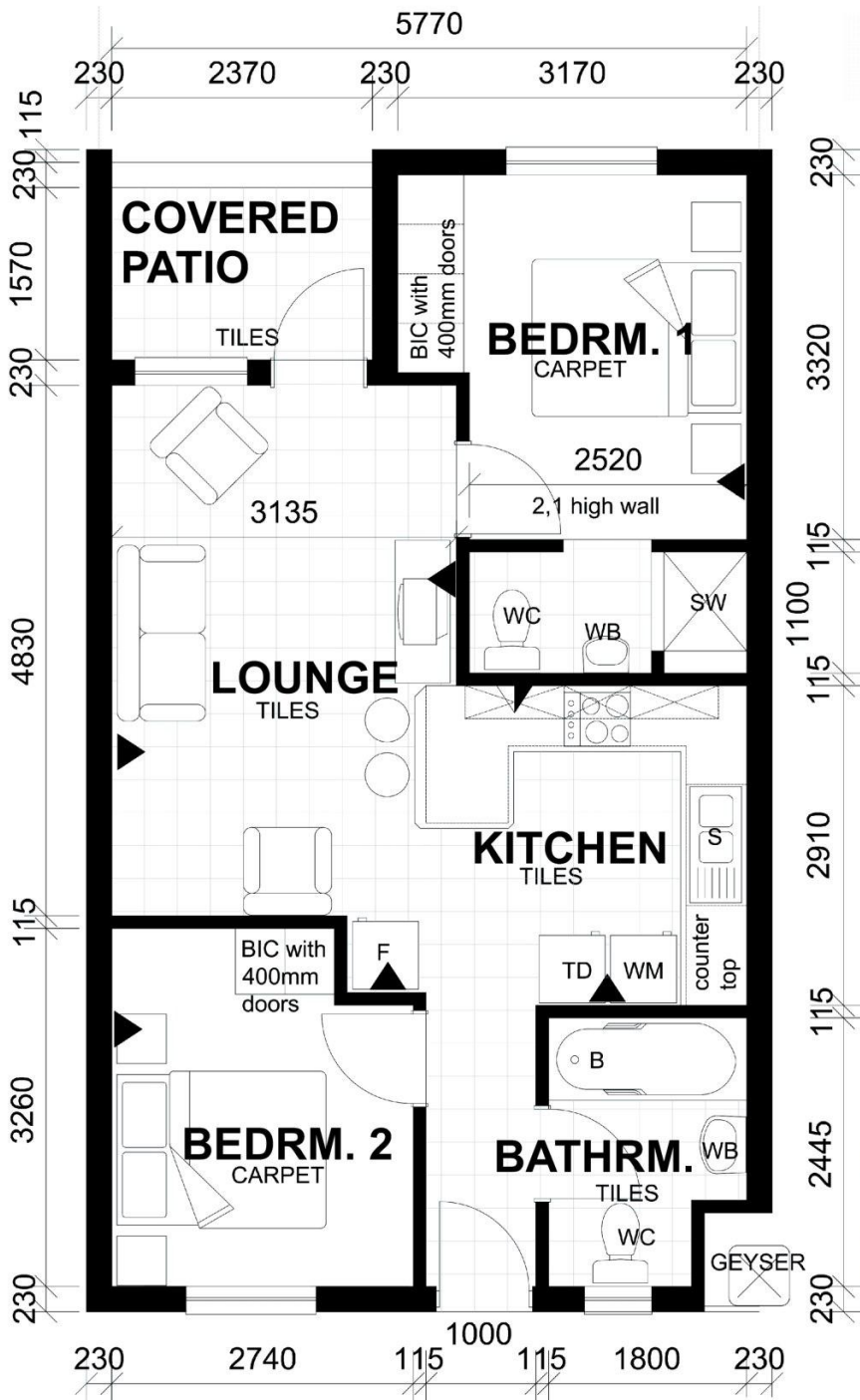
2 bed / 1 bath:
 UNIT - 58,5 m²
 PATIO - 4,5 m²
 TOTAL - 63,0 m²



Annexure C

PHASE 2 UNIT K

2 bed / 2 bath:
 UNIT - 58,5 m²
 PATIO - 4,5 m²
 TOTAL - 63,0 m²



Pebble Falls

Lifestyle Estate

Annexure D



Site layout

452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	2
432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	1
412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	G

Apartment Configuration

BLOCK 8

512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	2
492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	1
472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	G

Apartment Configuration

BLOCK 9

572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	2
552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	1
532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	G

Apartment Configuration

BLOCK 10

Phase 3 – Annexure D1

ANNEXURE E

SPECIFICATION AND SCHEDULE OF FINISHES FOR



1. **FOUNDATIONS**
 - 1.1 Concrete foundations as per engineer's detail.
2. **WALLS AND FINISHES**
 - 2.1 SABS approved cement or clay stocks.
 - 2.2 External walls semi-face brick/plastered and painted
 - 2.3 Internal walls plastered and painted.
 - 2.4 Brick force according to NHBC specification.
3. **ROOFS**
 - 3.1 Pitched roof with concrete roof tiles.
4. **FLOOR FINISHES**
 - 4.1 Tiles – kitchen, bathrooms & living area.
 - 4.2 Carpets and under felt only in bedrooms.
 - 4.3 Exterior tiles to developers specification.
5. **WALL TILING**
 - 5.1 Kitchen ±500mm above work top, not behind w/m, t/d, and fridge area.
 - 5.2 Bathrooms 1.2m above floor, shower tiled to shower rose.
6. **CEILING**
 - 6.1 Rhino ceiling and painted on second floor, ground and first floor concrete slab painted.
7. **WINDOWS**
 - 7.1 All frames to be steel frames, with B/P on opening windows.
 - 7.2 Glazing will be obscure glass in bathrooms and clear float glass to other windows.
8. **DOORS AND FRAMES**
 - 8.1 Internal doors to be hollow core, steel frames with white enamel.
 - 8.2 External doors wood.
 - 8.3 2 lever locks to internal doors.
 - 8.4 3 lever locks external doors.
9. **CURTAIN TRACKS**
 - 9.1 Single track to bathroom and kitchen, and double track to be fitted elsewhere. **(No credits allowed)**.
10. **BUILT IN CUPBOARDS**
 - 10.1 As per plan.
 - 10.2 White melamine doors, edged chipboard interior.
11. **KITCHEN FITTINGS**
 - 11.1 As per kitchen layout plans.
 - 11.2 Double bowl sink.
 - 11.3 Top kitchen cupboards included.
 - 11.4 Kitchen cupboards coloured.
12. **STOVE**
 - 12.1 Under counter oven and hob.
13. **PLUMBING, SANITARY WARE AND TAPS**
 - 13.1 One 150 lt. Geyser.
 - 13.2 One cold water inlet and one waste for washing machine to kitchen.
 - 13.3 WC's with matching cistern
 - 13.4 WHB in bathroom, on pedestal.
 - 13.5 Bath to be 1700 fiberglass.
 - 13.6 Toilet roll holder adjacent to WC's. **(No credits)**.
 - 13.7 Only white sanitary ware to be provided.
 - 13.8 Towel rails. **(No credits allowed)**.
 - 13.9 Taps to be Cobra Stella range.
- 13.10 Trimatic Shower Door.
14. **ELECTRICAL INSTALLATION**
 - 14.1 One geyser and one stove connection.
 - 14.2 Single phase supply.
 - 14.3 Light points as per standard layout 1/room.
 - 14.4 Spotlights to be fitted in bedrooms and lounge.
 - 14.5 2ft covered fluorescent light in kitchen, Ball fittings in bathroom.
 - 14.6 One TV point connection per unit in lounge area.
 - 14.7 Plug points:
 - 1 per appliance,
 - Double plug above worktop,
 - 2x Double in lounge.
 - Double in every room excl bathroom.
 - 14.8 1x Telephone point on kitchen counter.
15. **EXTERNAL WORK**
 - 15.1 Paving (brick), driveways.
 - 15.2 Gardens to be laid out with lawn
 - 15.3 Paving to all roof downsides.
 - 15.4 All levels, dimensions, depths of excavations, height of plinths, number of steps to be determined on site by developer.
 - 15.5 It is the responsibility of each owner to control pests, ants, etc. after occupation.
 - 15.6 Color of roof subject to availability.
 - 15.7 Communal dry yards.
16. **SECURITY**

Estate perimeter walls electrified.
Access control at entrance.
17. **GENERAL WORKS**

No external contractors shall be allowed on site to do any work without the written consent from the developer/seller. Nor shall the purchaser be allowed to discuss or arrange any additions or changes to the property without the **knowledge of the agent**. Any alterations or additions to the property must be in writing and be accepted by the **SELLER** and **PURCHASER** prior to commencement of any works.
18. Site visiting hours **alternate Sundays 8am – 5pm ONLY**.
Units will be locked when near to completion.
No access when developer not on site.
19. **PLEASE NOTE: NO CREDITS WILL BE GIVEN OR FITTINGS SUPPLIED TO ANY CLIENT WHO WANTS TO SUPPLY HIS/HER OWN FITTINGS OR FINISHES OR WHO WANTS TO MAKE ANY CHANGES TO STANDARD FINISHES.**
20. **The developer can not be held responsible for any actions or non actions of Telkom.**
21. **Levies does not include rates and taxes.**
22. **Retractable Washing Line to be installed over bath.**
23. **Garden Fence (Ground Floor Only) – 3m X 6m with gate**
24. **Kitchen wall unit cupboards colour included.**
25. **Kitchen cupboard colour Cherry Royale or Maple**
26. **Medicine Cabinet (300 x 450 mm) per bathroom**
27. **Extractor Fan in kitchen Included**