

PRETORIA EAST | GAUTENG | SOUTH AFRICA

BALWIN PROPERTIES LIMITED

and	
 PURCHASER	
i okom tozk	
 APARTMENT NUMBER	







DEFINITIONS

In this Agreement, unless the context otherwise indicates:

- 1.1 "Architect" means the Architect appointed by the Seller;
- 1.2 "Body Corporate" means the GREENCREEK Body Corporate;
- 1.3 "Conveyancer" means Tonkin Clacey Inc. 24 Baker Street, Rosebank, 2196, Tel: 011 880 6695;
- 1.4 "Occupation Date" NOT APPLICABLE;
- 1.5 "Purchaser" means

Co-Purchaser		
Surety 1		
Surety 2		

- 1.6 "Seller" means Balwin Properties Limited, Registration Number: 2003/028851/06, Physical Address: 1 Townsend Road, Townsend Office Park, Bedfordview;
- "Signature Date" means the date of signature of the last party signing this Agreement; and
- 1.8 "Transfer" date of registration of transfer of the Apartment into the name of the Purchaser;

2.1 The Seller has prepared a development known as GREENCREEK under the Sectional Titles Act, 1986 and Sectional Title Schemes Management Act, 2011 (the "Acts") to be established on ERF 1745 ZWARTKOPPIES EXTENSION 47 TOWNSHIP, PROVINCE OF GAUTENG (the "Land").

The extent of the Apartment will not differ by more than 10% of the area indicated on the Apartment plan. The Purchaser will have no claim against the Seller arising from reasonable amendments to the specifications and/or finishes and/or Apartment plans.

3. PROPERTY DESCRIPTION

- 3.1 The Purchaser hereby purchases the Apartment, the use of the parking bay and/or garage/storeroom (where applicable), (Subject to the final position as may be determined by the Seller) and an undivided share in the common property.
- 3.2 Apartment Number: _____, (the "Apartment").
- 3.3 Parking Bays, if appliable, as per the attached plan.
- 3.4 Garage or Storeroom Number, if applicable, as per the attached plan.

4.

PURCHASE PRICE 4.1 Purchase Price (including vat)	:					
4.2 Securing Deposit	:	R10,000.00 payable within 48 hours (not deductible from the				
		<u>Purchase Price).</u>				
4.3 Additional Deposit	:	payable within 7 days from the date of				
		mortgage bond approval.				
4.4 Mortgage Bond Amount	:	Mortgage bond to be approved within				
		21 days of Signature Date.				

- 4.5 If the sale is a cash sale, the cash must be transferred to the Conveyancers within 14 (fourteen) days from the Signature Date, alternatively the Purchaser can issue a guarantee within 14 (fourteen) from the Signature Date. Should the Purchaser opt for a guarantee, the Purchaser acknowledges that they are responsible for the costs of issuing and amending/re-issuing all guarantees as requested by Balwin Properties Limited and/or the Conveyancers, in order to meet the requirements of Balwin Properties Limited's development loan, where
- 4.6 IGrow Wealth Homeloans, whom by virtue of their position and expertise are able to obtain finance for the Purchaser, are hereby appointed by the Purchaser to submit and to process the bond application/s to the relevant Financial Institutions.
- 4.7 The Purchaser acknowledges that all applications for the bond will be submitted by IGrow Wealth Homeloans to the Financial Institutions and Consultants approved by IGrow Wealth Homeloans only. The Purchaser shall furnish all necessary information and documentation to the Seller and sign all necessary documents $\underline{\text{within 7 (seven) days}}$ of the Signature Date
- 4.8 The Seller shall be liable for the bond costs on condition that IGrow Wealth Homeloans submits the bond application, and the authorised attorneys are instructed in relation to the bond.
- 4.9 The Deposit and any other payments received in respect of the Purchase Price shall be paid into the Conveyancer's trust account and invested by the Conveyancer as trust monies in an interest-bearing account in the name of the Purchaser in terms of Section 86(4) of the Legal Practice Act No. 28







("LPA"). All interest earned in respect of any payments (less the Conveyancer's fees in respect of the administration of the investment and such deductions as are required to made on account of the LPA) shall accrue for the benefit of the Purchaser and shall be paid to the Purchaser by the Conveyancer within 2 (two) business days from the date of registration. On the date of registration, the deposit and any other monies received in respect of the Purchase Price shall be paid to the Seller. The Conveyancer shall only be able to invest the monies paid to the Conveyancer upon (1) delivery of the documentation to the Conveyancer required to be provided in terms of the Financial Intelligence Centre Act, 38 of 2001 and (2) signature of such documentation as may be required by the Conveyancer (or the investing bank) to enable the Conveyancer to invest the monies and comply with the investing bank's investment requirements. By initialling hereunder, the Purchaser acknowledges having been made aware of the nature and effect of this provision.

5. CONSENT BY PURCHASER TO PAY "RESERVATION DEPOSIT" TO IGROW

Notwithstanding anything else to the contrary, PURCHASER specifically hereby agrees, in accordance with paragraph 8.1 of the Code of Conduct of The Estate Agency Affairs Board and hereby instruct the Conveyancer to pay over to IGrow Wealth Investments (Pty) Ltd (IGROW) an amount of R10 000, 00 (Ten thousand rand) being the entire reservation deposit paid by PURCHASER to the Conveyancer. PURCHASER is made aware that the reservation deposit will for this reason not be invested. Such payment shall only be payable by the Conveyancer to IGROW once the Conveyancer has received proof that PURCHASER's mortgage bond application relating to such purchase has been approved and the balance purchase price is secured to the satisfaction of the Conveyancer, or should PURCHASER forfeit the reservation deposit as provided for. It is furthermore an express condition, that in the event DEVELOPER fails to pass transfer of the property into the name of PURCHASER within 36 (thirty-six) months from date of signature of this agreement and PURCHASER cancels the said agreement as per any cancellation clauses in this agreement, IGROW shall upon demand be obliged to repay such reservation deposit without set-off or any deductions into PURCHASER'S nominated bank account.

6. CONDITIONS

This Agreement is subject to the following suspensive conditions -

- 6.1 Mortgage bond approval for the amount stipulated in clause 3.4 must be obtained within 21 (twenty one) days from Signature Date.
- 6.2 24 (twenty four) hours prior to the scheduled lodgement in the Deeds Registry of the transfer documents relating to the transfer of the Apartment. the Purchaser must have signed all transfer and bond documents as well as paid all legal fees and disbursements in respect thereof; and
- 6.3 on the date of lodgement of the transfer and bond documents
 - the guarantee issued by the Financial Institution, for the payment of the purchase price for the Apartment, will still be in place and be of full force and effect; or
 - 6.3.2 the Deposit referred to in clause 4.1 and/or 4.3 above, will not have been attached and will still be available to be paid to the Seller on Transfer, as the case may be.

6.3.3

7. OCCUPATION

- 7.1 The Seller shall give the Purchaser occupation of the Property on the Registration.
- 7.2 The Purchaser shall accept occupation of the Property on the Registration.
- 7.3 All risk and benefit in and to the Property will pass to the Purchaser on the Occupation Date/Completion Date, by which date the Seller will have constructed the Property in accordance with the Specifications.
- 7.4 Notwithstanding the Occupation Date/Completion Date, the Purchaser shall have no claim whatsoever against the Seller in the event that the Occupation/Completion Date, for any reason is delayed or anticipated earlier. Should the Occupation Date/Completion Date, as determined by the Seller, be amended (delayed or made earlier), the Seller shall give the Purchaser 30 (thirty) days written notice (via email) advising of the date on which the Property will be ready for occupation and such date shall become the new Occupation Date/Completion Date.
- 7.5 The Purchaser acknowledges that from the Occupation Date, the Purchaser shall pay the following amounts monthly in advance:
 - 7.5.1 Occupational Rental is not applicable.
 - 7.5.2 The First Month's Levy shall be payable to the Conveyancer in accordance with clause 7.7.2
 - 7.5.3 Water consumption, electricity, effluent and gas (if applicable) is payable.
- 7.6 The Seller has the right to amend the Occupation Date, at its discretion, on 30 (thirty) days written notice (via email) advising the Purchaser of the new occupation date. Notwithstanding any other provision contained herein, the Purchaser will have no claim whatsoever against the Seller in the event that the Occupation Date, for any reason, is delayed or anticipated earlier.
- 7.7 The following is payable by the Purchaser to the Conveyancer on signature of bond and transfer documents and prior to the Occupation Date:
 - 7.7.1 Estimated Electrical, Water and (if applicable) Gas Connection Fee of **R3500.00**.
 - 7.7.2 Estimated first month's levy of **R9.78** per square meter subject to escalation, is payable to the Conveyancer. This levy is an estimate and is subject to annual increases as determined by the Body corporate. This levy is payable to the Body Corporate after the first month following the Occupation Date.







7.8 The Purchaser shall be required to pay the monthly rates and taxes directly to the local council, from the date of Transfer of the Property. These rates and taxes are exclusive of the monthly levies payable to the Body Corporate.

8. WARRANTIES

- 8.1 The Seller undertakes that it will comply with the standards and guidelines set out by the NHBRC and as contemplated in the Housing Consumer Protection Measures Act, 1998 ("HCPMA"). In addition, the minimum warranty periods contemplated in section 13(b) of the Housing Consumers Protection Measures Act, 1998, will apply provided written notice is received within the periods below:
 - 8.1.1 3 (three) months in respect of minor defects;
 - 8.1.2 5 (five) years in respect of structural defects; and
 - 8.1.3 12 (twelve) months for roof leaks.

9. TRANSFER

- 9.1 The Conveyancers will attend to the transfer of the Apartment at the Seller's cost.
- 9.2 The Purchaser will be required furnish all information, documentation and sign all transfer documents within 7 days of being requested to do so, as well as secure any further deposits within 48 hours.
- 9.3 The Purchaser will not be entitled to resell the Apartment prior to Transfer taking place into the Purchaser's name.

10. RESIDENTS ASSOCIATION

- 10.1 The Purchaser acknowledges that:
 - 10.1.1 The Seller will establish **Greencreek Residents Association ("Residents Association")**, which will be administered by the trustees of the Body Corporate.
 - 10.1.2 The Seller will remain the owner of the Lifestyle Centre and the server room and an agreement will be concluded between the Seller and the Residents Association, in terms of which the Seller agrees to make available to the Residents Association and its members the use of the Lifestyle Centre (collectively the "Lifestyle Centre") and the Residents Association agrees that in consideration for such use the Residents Association will be liable for the payment of the (1) levies, (2) municipal rates, taxes and availability charges and (3) all and any direct costs proven to have been incurred by the Seller relating to the operating, running and maintenance of the Lifestyle Centre.
- 10.2 The Seller discloses to the Purchaser that the Seller will (or may) make rules by which there will be no liability on the owner of the Lifestyle Centre and server room to make any contribution towards the levies payable to the Body Corporate of the development and/or Residents Association on account of the communal facilities; and
- 10.3 The Seller may, subject to approval by the Local Authority, construct a hotel and/or apartments on top of the Lifestyle Centre.
- 10.4 The Purchaser agrees to (1) become a member of the Residents Association against transfer of the Apartment into the Purchaser's name and (2) be bound by the Constitution of the Residents Association.

11. POST-SALE IMPROVEMENT TO SCHEME

- 11.1 The Purchaser acknowledges that:
 - it is in the interests of both the Purchaser and the Seller that the Scheme be completed, and all of the apartments be sold, as soon as reasonably possible; and
 - 11.1.2 in order to promote the sale of apartments in the Scheme, the Seller may need to change the layout, design and/or number of apartments and/or parking and/or facilities/amenities in the Scheme and/or add adjoining properties and/or apartments and/or parking and/or facilities/amenities (including, but not limited to, hotel/s, conference centre/s, school/s or petrol station/s) to the Scheme and/or register servitudes over, or in favour of, the Land on which the Scheme is being established and/or undertake such other activities as may enhance the marketability and ambiance of the Scheme including (without limitation) the addition of facilities/amenities (such as hotel/s, conference centre/s, school/s or petrol station/s), provided that such addition/s will be to the benefit of the development and not detrimental to the Purchaser.
- 11.2 The Purchaser therefore agrees that the Seller will be authorized and directed to take all such steps and do all such things as are necessary to give effect to 11.1 above, after the Signature Date, without the prior consent or approval of the Purchaser. To this end the Purchaser, by his or her signature hereto, irrevocably:
 - 11.2.1 prior to the date of Transfer, consents to the Seller undertaking any activity referred to in 11.1; and
 - 11.2.2 after the date of Transfer, appoints the Seller or its nominee as the Purchaser's proxy to attend any meeting of the Body Corporate at which the Seller seeks the approval of the Body Corporate





to undertake any activity referred to in 11.1, and to vote, in the Purchaser's place and stead, in respect of any resolution in this regard placed before the meeting in such manner as the Seller, in its sole discretion, may deem fit.

11.3 If there is any dispute as to whether any activity to be undertaken by the Seller falls within the ambit of 11.1, such dispute will be resolved by the Architect. The Architect will act as an expert and not an arbitrator, and his or her decision, in the absence of manifest error, will be binding on the parties.

12. PHASED DEVELOPMENT

The Purchaser acknowledges that the Seller has reserved a real right to extend the development in phases in terms of section 25(1) of the Sectional Titles Act, 1986 by erecting and completing, from time to time, further buildings on specified parts of the common property, to divide such buildings into sections and common property and confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections and to register servitudes over the common property as may be required.

13. LEGAL ENTITY

If the Apartment is purchased in a legal entity, the Purchaser acknowledges that the legal entity is required to be formed within 7 days from the Signature Date and the legal entity must ratify this Agreement. Should the Purchaser elect to purchase in a Trust, the Trust is required to be formed first prior to purchase.

14. BREACH

- 14.1 Should the Purchaser breach any provision of this Agreement and fail to remedy such breach within 7 (seven) days after dispatch of written notice requiring such breach to be remedied, the Seller will be entitled, without prejudice to any other rights in law, to cancel this Agreement forthwith and retain all payments made by the Purchaser in terms hereof as a genuine pre-estimate of damages.
- 14.2 If this Agreement is cancelled after the Occupation Date, the Purchaser will immediately vacate the Apartment.

15. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013 RAAZIQ TO COMMENT

- 15.1 The Purchaser hereby consents to Balwin Properties Limited processing and retaining his/her personal information for legitimate and business-related purposes as contemplated in the Protection of Personal Information Act No. 4 of 2013 ("POPIA"). The Purchaser hereby acknowledges that his/her personal information will be stored and retained by Balwin Properties Limited electronically in a centralised data base and will be accessible to Balwin Properties Limited's subsidiary companies and/or associates and/or affiliates and/or service providers for legitimate and business related purposes only.
- 15.2 I, the Purchaser, hereby consents $\ \ \,$ or does not consent $\ \ \,$ to Balwin Properties Limited contacting me in respect of any similar products or services offered by Balwin Properties Limited and/or its subsidiaries which relates to this Sale Agreement, as per the personal information I have included in this Sale Agreement.
- 15.3 I, the Purchaser, hereby consents \square or does not consent \square to receive direct marketing from Balwin Properties Limited and/or its Nominee and/or its Subsidiaries, in respect of any future developments to be constructed and marketed by Balwin Properties Limited and/or its Nominees and/or its Subsidiaries for the purpose of promoting or offering to supply, in Balwin Properties Limited's ordinary course of business, any goods or services, by means of electronic communication in the form of e-mails, SMSs and/or telephone calls, as per the personal information I have included in this Sale Agreement.

e-mail 🗆

 $telephone \; \square$

SMS 🗆

15.4 The Purchaser hereby consents to Balwin Properties Limited and/or its Subsidiaries, retaining the Purchaser's records of personal information, provided in terms of this Sale Agreement, for as longer than the prescribed retention periods dictated in POPIA or as may be required, for historical, statistical or research purposes, in accordance with the procedures and protocols Balwin Properties Limited have put in place to safeguard the records from being used for any other purposes.

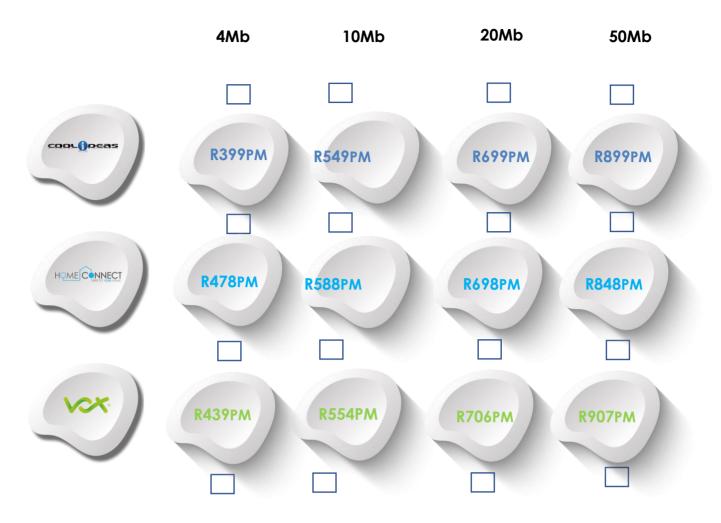
16. GENERAL

- 16.1 The Seller's address for service of legal process is stated on page 2 of this Agreement which includes email.
- 16.2 The Purchasers address for service of legal process, is stated on page 2 of this Agreement which includes email.
- 16.3 Purchaser hereby acknowledges that should it purchase an Apartment which includes a garden area, it will not erect and/or construct any informal settlement of any kind in the garden area.
- 16.4 No variation or amendment to this Agreement will be valid unless reduced to writing and signed by both parties.
- 16.5 This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.





17. BALWIN FIBRE



16.1 The prices quoted are valid from 1 March 2021 to 30 June 2021 and may be subject to increase by the ISP.

	I am currently using 3G	Fibre is too expensive	
I am not going to live here	I am currently using LTE	Other	

If selected other, reason?







PURCHASER	CO-PURCHASER
Full Name	
Postal Address	
Residential Address	-
Place and date of birth	
Identity / Permit Number	
ID Type Identity Book \Box Identity Card \Box	Passport □ Other
Marital Status Single	Single
Married ANC	Married ANC
Married COP	Married COP
Married Customary Law	Married Customary Law
Married according to the laws of another country	Married according to the laws of another country
Married Hindu Law	Married Hindu Law
Married Islamic Law	
Marilea Islamic Law	Married Islamic Law
Investor Home Owner	
SA Citizen Foreigner Temporary Resident	
	Age 45-55 Age 55-65 Over 65
Investor Home Owner	
SA Citizen Foreigner Temporary Resident	
Age 18-25 Age 25-35 Age 35-45	Age 45-55 Age 55-65 Over 65
Tel (Work)	
Cell Number	
Email Address	
Occupation	
Name of Company	
Income Tax No	
Have you ever been declared insolvent Yes / No	If Yes, Rehabilitation Date:
Are you under debt review or have requested Yes / No	
Do you have any Admin / garnishing orders Yes / No	Was INIa
Non-resident – copy of purchasers passport and work permit and	visa Yes / No Yes / No
Proof of employment (e.g. payslip / contract) Proof of address	Yes / No
	Commission \Box Temporary \Box Contract \Box
Gross Monthly Income R	
Net Monthly Income R	
Proof of Income (payslip etc.) Yes / No	
Source of Wealth / Funds	_ (e.g. salary, savings, inheritance)
Auditors contact details	_
How did the funds for the cash deposit come to be in your possess	
Documentation confirming funds are in your possession or as per e	mail







SURETY 1	SURETY 2
Full Name	
Postal Address	
Residential Address	
Place and date of birth Identity / Permit Number	
ID Type Identity Book ☐ Identity Card ☐	Passport □ Other
Marital Status	1 d35poil =
Single	Single
Married ANC	Married ANC
Married COP	Married COP
Married Customary Law	Married Customary Law
Married according to the laws of another country	Married according to the laws of another country
Married Hindu Law	Married Hindu Law
Married Islamic Law	Married Islamic Law
Investor Home Owner	
SA Citizen Foreigner Temporary Resident	
	Age 45-55 Age 55-65 Over 65
/ 190 10 25	7.90 43 33
Investor Home Owner	
SA Citizen Foreigner Temporary Resident	
	Age 45-55 Age 55-65 Over 65
Tel (Work)	
Cell Number	
Email Address	
Occupation	
Name of Company	
Income Tax No	
Have you ever been declared insolvent Yes / No	If Yes, Rehabilitation Date:
Are you under debt review or have requested Yes / No	
Do you have any Admin / garnishing orders Yes / No	
Non-resident – copy of purchasers passport and work permit and	visa Yes / No
Proof of employment (e.g. payslip / contract)	Yes / No
Proof of address	Yes / No
10-17-1	Commission \square Temporary \square Contract \square
Gross Monthly Income R	
Net Monthly Income R	_
Proof of Income (payslip etc.) Yes / No Source of Wealth / Funds	_ (e.g. salary, savings, inheritance)
Auditors contact details	_ (6.9. 301017, 30111193, 11111611101106)
How did the funds for the cash deposit come to be in your possess	– ion?
Documentation confirming funds are in your possession or as per e	







TOTAL PURCHASE PRICE					R		
Deposit on Signature (payable to Tonkin Clacey)				R 10 000.00			
Less the further cash payment (as per Clause 4.3) R							
Bond Amount					R		
Bond submitted to	Absa □	FNB □	Nedcor □	Sto	andard 🗆	SAHL □	Investec □
Eskom □							
Estimated electrical / wat	er deposit (pay	able to TON	KIN CLACEY IN	1C)	R 3 500.00		
Estimated Levy (First mont	h levy to TONKI	N CLACEY IN	IC)		R		
Estimated rates & taxes	(only payable	e to Council (after registration	on)	R 517.00 pe	r month	
fOccupation / Completion	n Date						
Thus done and signed at _			the	day o	of		20
Purchaser				Co-Purc	chaser		
Surety 1				Surety 2			
Witnesses:							
1							
Thus done and signed at			the	day o	f		20
Seller							
(For and on behalf of Selle	er who warrants	he/she is du	ly authorised	hereto)			
Witnesses:							









PRETORIA EAST | GAUTENG | SOUTH AFRICA

SPECIFICATIONS & FINISHES

INTERNAL WORKS

External Brickwork - Sponge Plaster And Paint / Facebrick
Internal Brickwork - One Coat Sponge Plaster and Paint

Roof Covering - Roof Sheeting

Windowsills - Concrete Sill, Internal Tiled

Floor Covering - All Floors Tiled Ceilings - Painted Ceiling Windows - Aluminium

Cornices - As per Show Apartment
Front Door - Fire Door with Frame
Patio Door - Aluminium Sliding Doors

Internal Doors - Hollowcore Doors with Painted Frames

Locksets - Sliding Doors with Dead Bolt

- Internal 3 Lever Brushed Stainless Steel

- Front Door Knob Cylinder

Wall Tiling - As per Show Apartment

Kitchen Tops - Quartz Stone
Sanitary Ware Kitchen - Stainless Steel Sink

- Pillar Type Sink Mixer

- Washing Machine Stop Cock

Sanitary Ware Bathrooms - White Free Standing Bath

- Bath Mixer & Niki Spout

- White Basin Vanity

- Basin Mixer

- White Toilet as per Show Apartment

- Bathroom Fittings as per Show Apartment

- Shower Rose and Arm

- Shower Door as per Show Apartment

- Shower Mixer

Skirting - Skirtings per Show Apartment
Plumbing - As per Municipal Requirements

Garden Taps - One per Ground Floor Apartment in Garden

Sewers - To Municipal Requirements

Internal Lighting - As per Layout (Energy Efficient Lighting)

External Lighting - As per Layout Plug Points - As per Layout

TV Point - As per Layout (Lounge only)

Data (Point Only) - One per Apartment As per Layout

Water Heating - Hot Water System
Electricity - Prepaid Meters

Painting - As per Architect Specification Lighting Fittings - As per Show Apartment

Kitchen Appliances - Undercounter Electric Oven, Hob &

Extractor

- Metallic Colour Fridge

- Metallic Colour Washing Machine & Tumble Dryer Combo

- Metallic Colour Dishwasher

Kitchen - As per Layout
B.I.C. - As per Layout
Gutters - As per Layout

Tiling - All Tiling to be as per the Show Unit.

No Deviation would be allowed

Electrical - As per Layout Patio - As per Layout

EXTERNAL WORKS

Boundary Walling - As per Site Layout

Security - Electric Fence / Access Control / CCTV Monitoring

Paving - As per Plan Landscaping - As per Plan Entrance System - Biometric

Entrance - Automated Boom System

Garden Walls and Unit Position - To be Determined According to Site Conditions
Parking Bays - Two Covered Bays per 3 Bed and 2 Bed Unit

- One Covered Bay per 1 Bed

- Positioning of Parking to be Determined According

To Site Conditions

Refuse - Eco-Friendly Waste Management System

CLAUSE

- The developer reserves the right to substitute or replace any of the above with an equivalent or improved product should problems of availability arise, or for any other research.
- or for any other reason.

 2. No private work or alterations will be tolerated.
- Garden sizes and configuration may vary from plan to accommodate site conditions.
- 4. Parking allocation may vary from plan to accommodate site conditions.









PRETORIA EAST | GAUTENG | SOUTH AFRICA

DEVELOPMENT SITE PLAN







