

# AGREEMENT OF SALE

between

**BALWIN PROPERTIES LIMITED**  
Registration No: 2003/028851/06

and

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**PURCHASER**

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**CO-PURCHASER**

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**SURETY 1**

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**SURETY 2**

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**APARTMENT NUMBER**

 **Balwin**  
PROPERTIES

Initial \_\_\_\_\_

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise indicates:

1.1.1	The Seller	means-	Balwin Properties Limited Block 1 Townsend Office Park, No 1 Townsend Avenue Registration No: 2003/028851/06
1.1.2	The Purchaser	means-	_____
	Co-Purchaser	means-	_____
	Surety 1	means-	_____
	Surety 2	means-	_____
1.1.3	The Parties	means-	the Purchaser and the Seller or either of them as the context may indicate
1.1.4	The Property	means-	Apartment Number _____ GREENPARK
1.1.5	The Conveyancers	means-	Tonkin Clacey Attorneys, Tel: 011 880-6695
1.1.6	Transfer	means-	registration of transfer of the Property into the name of the Purchaser
1.1.7	The Occupation Date / Completion Date	means-	Registration
1.1.8	The Occupational Rental	means-	NOT APPLICABLE
1.1.9	The Signature Date	means-	the date of signature of this Agreement by the last party signing
1.1.10	Bond Attorney	means-	Tonkin Clacey Attorneys, Tel: 011 880-6695
1.1.11	The Architect	means-	the Architect as appointed by Balwin Properties Limited

## 2. THE SCHEME

- 2.1 The Seller has prepared a development scheme, known as "**GREENPARK**" under the Sectional Titles Act, 1986 and Sectional Title Schemes Management Act, 2011 (the "**Acts**") on Erven 589, 590 Lilianton Extension 11. The Purchaser shall not be entitled to resell the Property prior to Transfer taking place into the Purchaser's name.
- 2.2 The extent of the Property and any exclusive use area/s shall not differ by more than 10% of the area indicated on the unit plan. The Purchaser shall have no claim against the Seller arising out of reasonable alterations or amendments to the finishes, the drawings or variations or alterations to the plans.

## 3. PROPERTY DESCRIPTION AND PAYMENT OF PURCHASE PRICE

- 3.1 The Purchaser hereby purchases the Property as defined in clause 1.1.4, and the use of parking bay no P \_\_\_\_\_ (Subject to the final position layout) and an undivided share in the common property in the scheme for a price of R \_\_\_\_\_ ("**the Purchase Price**") (including VAT), payable as follows:
  - 3.1.1 R10 000 ("**Deposit**") payable to the Conveyancers **within 7 (seven) days** of the Signature Date to be used towards the bond registration costs and the estimated amounts as set out on page 9 of this Agreement of Sale.
  - 3.1.2 R \_\_\_\_\_ ("**further cash payment**") payable to the Conveyancers within 48 hours from the bond being granted. Should the bond be granted for less than the purchase price, the balance must be paid to the Conveyancers as per clause 3.1 within 48 hours of the bond being granted; or
  - 3.1.3 R \_\_\_\_\_ ("**bond amount**") or any lesser amount which may be acceptable to the Purchaser, as granted by a Financial Institution, which Financial Institution has been approved by Balwin Properties Limited. The bond must be granted **within 21 (twenty-one) days** from the Signature Date, and the guarantees must be furnished to the Seller within 3 (three) days after request or such extended period which shall be at the sole discretion of the Seller.
- 3.2 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 applicable.
- 3.3 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.
- 3.4 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 **within 7 (seven) days** of the Signature Date.
- 3.5 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.
- 3.6 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 of 2014 ("**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 be 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.**

#### 4. 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.

#### 5. SUSPENSIVE CONDITION

This Agreement is subject to the following suspensive conditions, that –

- 5.1 **within 21 (twenty-one) days** of the Signature Date (which date may be extended by the Seller in its sole discretion and without written notice to the Purchaser by a further period not exceeding 60 (sixty) days), the Purchaser will have –
  - 5.1.1 been granted a loan, for the amount referred to in clause 3.1.3 above, by a Financial Institution, as may be agreed to in writing by the Seller, to be secured by a mortgage bond against the Property; or
  - 5.1.2 deposited the amount referred to in clause 3.2 above, into the trust account of the Conveyancers, to be invested and paid in accordance with clause 3 of this Agreement;
- 5.2 24 (twenty-four) hours before the scheduled lodgement in the Deeds Registry of the transfer documents relating to the transfer of the Property to the Purchaser, the Purchaser will have signed all transfer and bond documents as well as have paid all legal fees and disbursements in respect thereof; and
- 5.3 on the date of lodgement of the transfer and bond documents-
  - 5.3.1 the guarantee issued by the Financial Institution, for the payment of the purchase price for the Property, will still be in place and be of full force and effect; or
  - 5.3.2 the Deposit referred to in clause 4.1.2 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. OCCUPATION / COMPLETION

- 6.1 The Seller shall give the Purchaser occupation of the Property on the Registration.
- 6.2 The Purchaser shall accept occupation of the Property on the Registration.
- 6.3 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.
- 6.4 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.
- 6.5 The Purchaser acknowledges that from the Occupation Date, the Purchaser shall pay the following amounts monthly in advance:
  - 6.5.1 Occupational Rental is not applicable.
  - 6.5.2 The First Month's Levy shall be payable to the Conveyancer in accordance with clause 6.6.2.
  - 6.5.3 Water consumption, electricity, effluent and gas (if applicable) is payable.
  - 6.5.4 Effluent charges of approximately **R520.10** per month payable to the relevant local authority from the Occupation Date.
- 6.6 The following is payable by the Purchaser to the Conveyancer on signature of bond and transfer documents and prior to the Occupation Date:
  - 6.6.1 Estimated Electrical, Water and (if applicable) Gas Connection Fee of **R3500.00**.
  - 6.6.2 Estimated first month's levy of **R12.50 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.
- 6.7 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.

#### 7. SNAGGING PERIOD

- 7.1 The Purchaser hereby acknowledges that they have 90 calendar days from the date of handover of the Property to submit one snag list to the Seller, which snag list is required to be submitted to **service-at-balwin.co.za**.
- 7.2 The Seller undertakes to repair and comply with snagging in terms of the standard guidelines as set out by the National Home Builders Registration Council ("the NHBRC") and the Housing Consumers Protection Measures Act ("HCPMA").
- 7.3 The Purchaser acknowledges that should the Seller not receive the written snag list, submitted to **service-at-balwin.co.za** as contemplated in clause 7.1 within 90 calendar days from the date of handover, the Seller shall be under no obligation to repair any snags and/or defects identified outside of the 90 calendar day period and further the Seller shall not be held responsible and/or liable for any claims made by the Purchaser.

#### 8. WARRANTIES

- 8.1 The Seller undertakes, provided written notice is received within the respective periods:
  - 8.1.1 to comply with the standards and guidelines as set out by the NHBRC and the HCPMA.

## 9. TRANSFER

- 9.1 The Seller's Attorneys, Tonkin Clacey, shall attend to the transfer of the Property and the simultaneous registration of the bond granted to the Purchaser, where applicable. The Seller shall be liable to pay the transfer costs, provided the Purchaser has complied with the terms and conditions contained in this Agreement of sale including that of the bond application, failing which, the Seller reserves its rights.
- 9.2 The Purchaser shall be required to furnish all information, documentation and sign all documents necessary for the transfer, at the respective attorneys, within 7 days of being requested to do so, as well as secure any further deposits within 48 hours of being requested to do so.
- 9.3 The Purchaser warrants that his tax affairs shall be in order to the satisfaction of the South African Revenue Service so as to enable timeous registration of transfer and the Purchaser undertakes to furnish the Seller's attorneys with proof of his income tax number upon being requested to do so.
- 9.4 The Purchaser shall not be entitled to, under any circumstances, withhold payment in whole or in part, of any amounts payable to the Seller in terms of this Agreement.

## 10. RESIDENTS ASSOCIATION

- 10.1 The Purchaser acknowledges that:
  - 10.1.1 The Greenpark development is one of multiple sectional title schemes which the Seller intends to establish on Erven 589, 590 Lilianton Extension 11. These sectional title schemes may share certain common access roads and other common areas;
  - 10.1.2 The Seller established the Greenpark Residents Association ("**Residents Association**"), which is administered by the trustees of the body corporates of the separate sectional title schemes, to run the entire development as one sectional title scheme.
  - 10.1.3 The Seller is the owner of the Lifestyle Centre and the Server Room and an agreement has been concluded between the Seller and the Residents Association, in terms of which the Seller agreed to make available to the Residents Association and its members the use of the Lifestyle Centre and the Residents Association agreed 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;
  - 10.1.4 The Seller herewith 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 scheme and/or Residents Association on account of the communal facilities; and
  - 10.1.5 The Seller may, subject to approval by the Local Authority, construct a hotel and/or apartment on top of the Lifestyle Centre.
- 10.2 The Purchaser agrees to (1) become a member of the Residents Association (against Transfer of the Property into the Purchaser's name) and (2) be bound by the constitution of the Residents Association (which constitution is available at request).

## 11. POST-SALE IMPROVEMENT TO SCHEME

- 11.1 The Purchaser acknowledges that:
  - 11.1.1 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 parkings and/or facilities/amenities in the Scheme and/or add adjoining properties and/or apartments and/or parkings and/or facilities/amenities (including, but not limited to, hotel/s, conference centre/s, school/s) to the Scheme and/or register servitudes over, or in favour of, the property 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 and/or school/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 shall be authorized and directed to take all such steps and do all such things as are necessary to give effect to 11.1.2 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 11.1.2; 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 11.1.2, 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 11.1.2, such dispute shall be resolved by the Architect. The Architect shall act as an expert and not an arbitrator, and his or her decision, in the absence of manifest error, shall be binding on the parties.

## 12. BODY CORPORATE

The Purchaser shall be liable for levies and costs of electricity, effluent, water and gas (if applicable) from the date of occupation or date of registration, whichever is the earlier, which amounts shall be payable monthly in advance on the first day of every month.

## 13. PHASED DEVELOPMENT

The Purchaser acknowledges that he is aware that the Seller may decide to develop the scheme in phases, 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 reserve its right in this regard in accordance with provisions of section 25(1) of the Act.

**14. SUBDIVISION OF PROPERTY**

The Purchaser acknowledges that the Seller may, instead of developing any phase, elect to subdivide that portion of the land on which the phase was to be developed from the land as defined in clause 2.1, take transfer of the subdivided portion and develop the subdivided portion as it may deem fit. In order to enable the developer to give effect to the above, the Purchaser hereby grants to the Seller an irrevocable power of attorney to convene and attend on the Purchaser's behalf any meeting of the Body Corporate at which any resolution relating to the above is on the agenda, and there to vote in favour of any resolution the Seller may deem necessary in order to subdivide and transfer the affected property and provide for any servitudes which may be necessary to permit the proper development of the subdivided property.

**15. SERVITUDES**

The Purchaser acknowledges that the Seller may require the registration of servitudes of access, parking, services and the like to be registered over the land, as defined in clause 2.1, in favour of adjoining erven and/or the Local Council. In order to enable the developer to register the said servitudes, the Purchaser hereby grants the Seller an irrevocable power of attorney to convene and attend as the Purchaser's proxy any meeting at which the granting and registration of such servitudes is on the agenda.

**16. COMPANY TRANSACTIONS**

16.1 If the Purchaser, purchases the Property as a representative of a company to be formed, then in the event of such company not being formed and adopting this Agreement within 7 (seven) days hereof, the Purchaser shall be bound personally by this Agreement.

16.2 Upon formation of the company the Purchaser shall be bound jointly and severally by this Agreement as surety and co-principal debtor with the company.

**17. BREACH**

17.1 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 shall 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.

17.2 If this Agreement is cancelled after the Occupation Date, the Purchaser shall immediately vacate the Property.

**18. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013**

18.1 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.

18.2 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.

18.3 I, the Purchaser, hereby consents ☐ or does not consent ☐ 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 ☐

SMS ☐

18.4 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.

**19. GENERAL**

19.1 The Seller chooses as its domicilium citandi et executandi the address reflected on page 2 of this Agreement and the Purchaser chooses as their domicilium citandi et executandi the addresses reflected on page 7 and 8 of this Agreement, provided that, should the Purchaser have accepted occupation of the Property, the address of the Property shall become their new domicilium. Provided that transmission by email shall constitute adequate service of any legal notice or letter.

19.2 This Agreement constitutes the whole agreement between the parties and no warranties or representations of any nature by or on behalf of the Seller have been made except as are recorded herein. No variation to this Agreement shall be of any force unless reduced to writing and signed by both Seller and Purchaser.

19.3 Each Party to this Agreement acknowledges that it fully understands the content of the clauses under this Agreement and all other annexures to this Agreement, and that the rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

**20. CAPACITY OF PURCHASER**

20.1 If the Purchaser is married under foreign law, the Purchaser hereby warrants that his/her spouse shall sign all documents as may be required by the attorneys to enable registration of the transfer and the bond, if applicable.




20.2 If more than one Purchaser signs this Agreement, the Purchasers will be jointly and severally liable for the due performance of the terms and conditions of this Agreement. This Agreement shall at all times be binding on the Purchaser's heirs, administrators, assigns or successors in title.

20.3 The Signatory shall in his personal capacity be liable for the due fulfilment of all the terms and conditions of this Agreement.

**21. SPECIAL TERMS AND CONDITIONS**

21.1 This Sale Agreement is further subject to the special terms and conditions contained in Annexure A, if any.

## 22. BALWIN FIBRE

	4Mb	10Mb	20Mb	50Mb
	<input type="checkbox"/> R399PM	<input type="checkbox"/> R549PM	<input type="checkbox"/> R699PM	<input type="checkbox"/> R899PM
	<input type="checkbox"/> R478PM	<input type="checkbox"/> R588PM	<input type="checkbox"/> R698PM	<input type="checkbox"/> R848PM
	<input type="checkbox"/> R439PM	<input type="checkbox"/> R554PM	<input type="checkbox"/> R706PM	<input type="checkbox"/> R907PM

22.1 The prices quoted are valid at time of presentation and may be subject to increase by the ISP.

22.2 Should the Purchaser elect not to take up any fibre option as stated above, please complete the below?

Don't want/use fibre	<input type="checkbox"/>	I am currently using 3G	<input type="checkbox"/>	Fibre is too expensive	<input type="checkbox"/>
I am not going to live here	<input type="checkbox"/>	I am currently using LTE	<input type="checkbox"/>	Other	<input type="checkbox"/>

If selected other, reason? \_\_\_\_\_

**PURCHASER**

Full Name \_\_\_\_\_

Postal Address \_\_\_\_\_

Residential Address \_\_\_\_\_

Place and date of birth \_\_\_\_\_

Identity / Permit Number \_\_\_\_\_

ID Type      Identity Book ☐      Identity Card ☐      Passport ☐      Other \_\_\_\_\_

## Marital Status

- ☐ Single
- ☐ Married ANC
- ☐ Married COP
- ☐ Married Customary Law
- ☐ Married according to the laws of another country
- ☐ Married Hindu Law
- ☐ Married Islamic Law

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- ☐ Married ANC
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- ☐ Married Customary Law
- ☐ Married according to the laws of another country
- ☐ Married Hindu Law
- ☐ Married Islamic Law

- ☐ 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

- ☐ 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

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

Employment Status      Permanent ☐      Self-Employed ☐      Commission ☐      Temporary ☐      Contract ☐

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 possession? \_\_\_\_\_

Documentation confirming funds are in your possession or as per email \_\_\_\_\_

**SURETY 1**

Full Name \_\_\_\_\_

Postal Address \_\_\_\_\_

Residential Address \_\_\_\_\_

Place and date of birth \_\_\_\_\_

Identity / Permit Number \_\_\_\_\_

ID Type                      Identity Book ☐                      Identity Card ☐                      Passport ☐                      Other \_\_\_\_\_

**Marital Status**

☐ Single

☐ Married ANC

☐ Married COP

☐ Married Customary Law

☐ Married according to the laws of another country

☐ Married Hindu Law

☐ Married Islamic Law

☐ Single

☐ Married ANC

☐ Married COP

☐ Married Customary Law

☐ Married according to the laws of another country

☐ Married Hindu Law

☐ Married Islamic Law

☐ 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

☐ 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

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

Employment Status                      Permanent ☐                      Self-Employed ☐                      Commission ☐                      Temporary ☐                      Contract ☐

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 possession?                      \_\_\_\_\_

Documentation confirming funds are in your possession or as per email                      \_\_\_\_\_



**TOTAL PURCHASE PRICE**

R \_\_\_\_\_

Deposit on Signature (payable to Tonkin Clacey)

**R 10 000.00**

Less the further cash payment (as per Clause 3.1.2)

R \_\_\_\_\_

**Bond Amount**

R \_\_\_\_\_

Bond submitted to      Absa ☐      FNB ☐      Nedcor ☐      Standard ☐      SAHL ☐      Investec ☐      Eskom ☐

Estimated electrical / water deposit (payable to TONKIN CLACEY INC)

R 3 500.00

Estimated Levy (First month levy to TONKIN CLACEY INC)

R \_\_\_\_\_

Estimated rates &amp; taxes      (only payable to Council after registration)

R 700.00 per month

Effluent Charges (payable from Occupation Date)

R 520.10 per month

**Occupation / Completion Date**

\_\_\_\_\_

Thus done and signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Purchaser**\_\_\_\_\_  
**Co-Purchaser**\_\_\_\_\_  
**Surety 1**\_\_\_\_\_  
**Surety 2****Witnesses:**

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

Thus done and signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Seller****(For and on behalf of Seller who warrants he/she is duly authorised hereto)****Witnesses:**

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

## **New Building Specification & Finishes**

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| <ol style="list-style-type: none"> <li>1. EXTERNAL BRICKWORK</li> <li>2. INTERNAL BRICKWORK</li> <li>3. ROOF COVERING</li> <li>4. WINDOWSILLS</li> <li>5. FLOOR COVERING</li> <li>6. CEILINGS</li> <li>7. WINDOWS</li> <li>8. CORNICES</li> <li>9. FRONT DOOR</li> <li>10. PATIO DOOR</li> <li>11. INTERNAL DOORS</li> <li>12. LOCKSETS</li> <br/> <li>13. WALL TILING</li> <li>14. KITCHEN TOPS</li> <li>15. SANITARY WARE KITCHEN</li> <br/> <li>16. SANITARY WARE BATHROOMS</li> <br/> <li>17. SKIRTING</li> <li>18. PLUMBING</li> <li>19. GARDEN TAPS</li> <li>20. SEWERS</li> <li>21. INTERNAL LIGHTING</li> <li>22. EXTERNAL LIGHTING</li> <li>23. PLUG POINTS</li> <li>24. TV POINT</li> <li>25. DATA (POINT ONLY)</li> <li>26. WATER HEATING</li> <li>27. ELECTRICITY</li> <li>28. PAINTING</li> <li>29. LIGHTING FITTINGS</li> <li>30. KITCHEN APPLIANCES</li> <br/> <li>31. KITCHEN</li> <li>32. B.I.C</li> <li>33. GUTTERS</li> <li>34. TILING</li> <br/> <li>35. ELECTRICAL</li> <li>36. PATIO</li> <li>37. SOLAR</li> </ol> | <ul style="list-style-type: none"> <li>- SPONGE PLASTER AND PAINT/FACEBRICK</li> <li>- ONE COAT SPONGE PLASTER AND PAINT</li> <li>- ROOF SHEETING</li> <li>- CONCRETE SILL, INTERNAL TILED</li> <li>- ALL FLOORS TILED</li> <li>- PAINTED CEILING</li> <li>- ALUMINIUM</li> <li>- AS PER SHOW APARTMENT</li> <li>- FIRE DOOR WITH FRAME</li> <li>- ALUMINIUM SLIDING DOORS (where applicable)</li> <li>- HOLLOWCORE DOORS WITH PAINTED FRAMES</li> <li>- SLIDING DOORS WITH DEAD BOLT</li> <li>- INTERNAL 3 LEVER BRUSHED STAINLESS STEEL</li> <li>- FRONT DOOR CYLINDER</li> <li>- AS PER SHOW APARTMENT</li> <li>- QUARTZ STONE</li> <li>- STAINLESS STEEL SINK</li> <li>- PILLAR TYPE SINK MIXER</li> <li>- WASHING MACHINE STOP COCK</li> <li>- WHITE FREE-STANDING BATH (where applicable)</li> <li>- BATH MIXER &amp; NIKI SPOUT</li> <li>- WHITE BASIN PEDISTAL</li> <li>- BASIN MIXER</li> <li>- WHITE TOILET AS PER SHOW APARTMENT</li> <li>- BATHROOM FITTINGS AS PER SHOW APARTMENT</li> <li>- SHOWER ROSE AND ARM</li> <li>- SHOWER DOOR AS PER SHOW APARTMENT</li> <li>- SHOWER MIXER</li> <li>- SKIRTINGS PER SHOW APARTMENT</li> <li>- AS PER MUNICIPAL REQUIREMENTS</li> <li>- ONE PER GROUND FLOOR APARTMENT IN GARDEN</li> <li>- TO MUNICIPAL REQUIREMENTS</li> <li>- AS PER LAYOUT (ENERGY EFFICIENT LIGHTING)</li> <li>- AS PER LAYOUT</li> <li>- AS PER LAYOUT</li> <li>- AS PER LAYOUT LOUNGE</li> <li>- ONE PER APARTMENT AS PER LAYOUT</li> <li>- HOT WATER SYSTEM</li> <li>- PREPAID METERS</li> <li>- AS PER ARCHITECT SPECIFICATION</li> <li>- AS PER SHOW APARTMENT</li> <li>- 1, 2 &amp; 3 BEDROOM: UNDERCOUNTER ELECTRIC OVEN, HOB &amp; EXTRACTOR</li> <li>- AS PER LAYOUT</li> <li>- AS PER LAYOUT</li> <li>- AS PER LAYOUT</li> <li>- ALL TILING TO BE AS PER THE SHOW UNIT. NO DEVIATION WOULD BE ALLOWED</li> <li>- AS PER LAYOUT</li> <li>- AS PER LAYOUT</li> <li>- AS PER LAYOUT</li> </ul> |
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### **External Works**

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| <ol style="list-style-type: none"> <li>1. BOUNDARY WALLING</li> <li>2. SECURITY</li> <br/> <li>3. PAVING</li> <li>4. LANDSCAPING</li> <li>5. ENTRANCE SYSTEM</li> <li>6. ENTRANCE</li> <li>7. GARDEN WALLS AND UNIT POSITION</li> <li>8. PARKING BAYS</li> <br/> <li>9. REFUSE</li> </ol> | <ul style="list-style-type: none"> <li>- AS PER SITE LAYOUT</li> <li>- ELECTRIC FENCE / ACCESS CONTROL / CCTV MONITORING</li> <li>- AS PER PLAN</li> <li>- AS PER PLAN</li> <li>- BIOMETRIC</li> <li>- AUTOMATED BOOM SYSTEM</li> <li>- TO BE DETERMINED ACCORDING TO SITE CONDITIONS</li> <li>- TWO COVERED BAYS PER 3 BED AND 2 BED UNIT</li> <li>- ONE COVERED BAY PER 1 BED</li> <li>- POSITIONING OF PARKING TO BE DETERMINED ACCORDING TO SITE CONDITIONS</li> <li>- ECO-FRIENDLY WASTE MANAGEMENT SYSTEM</li> </ul> |
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### **Clause:**

1. **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 REASON.**
2. **NO PRIVATE WORK OR ALTERATIONS WILL BE TOLERATED.**
3. **GARDEN SIZES AND CONFIGURATION MAY VARY FROM PLAN TO ACCOMMODATE SITE CONDITIONS**
4. **PARKING ALLOCATION MAY VARY FROM PLAN TO ACCOMMODATE SITE CONDITIONS**