

## BALWIN PROPERTIES LIMITED

and

---

**PURCHASER**

AS PER ANNEXURE  
**APARTMENT NUMBER**

## 1. DEFINITIONS

- 1.1 "Architect" the Architect appointed by the Seller;
- 1.2 "Body Corporate" the GREENLEE Body Corporate;
- 1.3 "Conveyancer" TONKIN CLACEY, 011 880-6695;
- 1.4 "Occupation Date" the date on which the apartment will be handed over to you
- 1.5 "Occupation Date" \_\_\_\_\_
- 1.6 "Purchaser" \_\_\_\_\_
- Co-Purchaser \_\_\_\_\_
- Surety 1 \_\_\_\_\_
- Surety 2 \_\_\_\_\_
- 1.7 "Seller" Balwin Properties Limited, Registration Number: 2003/028851/06, Physical Address: 1 Townsend Road, Townsend Office Park, Bedfordview;
- 1.8 "Signature Date" date of signature of the last party signing this Agreement; and
- 1.9 "Transfer" date of registration of transfer of the Apartment into the name of the Purchaser;

## 2. THE DEVELOPMENT

- 2.1 The Seller has prepared a development known as "GREENLEE" under the Sectional Titles Act, 1986 and Sectional Title Schemes Management Act, 2011 (the "Acts") to be established on **ERF 137,138,174,175,176,177 LINBRO PARK EXTENSION 168 TOWNSHIP (The "Land")**
- 2.2 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 Bay Number : \_\_\_\_\_ (if applicable, 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) : R \_\_\_\_\_
- 4.2 Securing Deposit : R R10 000 payable within 48 hours
- 4.3 Additional Deposit : R \_\_\_\_\_ payable within 7 days from mortgage bond approval
- 4.4 Mortgage Bond Amount : R \_\_\_\_\_ Mortgage bond to be approved within 21 days of Signature Date.
- 4.5 The Purchaser hereby appoints the Seller to submit and process all mortgage bond application/s to the Financial Institutions on its behalf. The Purchaser will furnish all documentation to the Seller **within 48 hours** of the Signature Date.
- 4.6 The Seller will be liable for the bond registration costs on condition that (1) the Seller submits the mortgage bond application and (2) the authorised attorneys are instructed to register the mortgage bond, failing which, the Purchaser will be liable for the bond registration costs.
- 4.7 If the Purchaser is paying cash, then the full purchase price is payable to the Conveyancer within 21 days from the Signature Date. Should the Purchaser opt for a guarantee instead of paying the cash, the Purchaser is liable for the costs of the guarantee.
- 4.8 The Purchaser will 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.
- 4.9 The Deposit and any other payments received in respect of the Purchase Price will be invested 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"). Interest earned in respect of any payments will accrue for the benefit of the Purchaser. The Purchaser will only earn interest on their deposits if the Conveyancer has received their FICA documentation as well as the signed Authority to Invest form.

## 5. CONDITIONS

- This Agreement is subject to the following suspensive conditions –
- 5.1 Mortgage bond approval for the amount stipulated in clause 4.4 must be obtained within 21 (twenty one) days from Signature Date.

- 5.2 24 (twenty four) hours prior to the scheduled lodgement date in the Deeds Registry, the transfer and/or mortgage bond documents relating to the transfer of the Apartment, must have been signed by the Purchasers as well as all legal fees and disbursements have been paid 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 Apartment, will still be in place and be of full force and effect; or
- 5.3.2 the Deposit referred to in clause 4.2 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. OCCUPATION**

- 6.1 The Purchaser will take occupation of the Apartment on the Occupation Date, from which date all risk and benefit in and to the Apartment will pass to the Purchaser.
- 6.2 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.
- 6.3 The Purchaser acknowledges that prior to the Occupation Date, the Purchaser will pay the following to the Conveyancers:
- 6.3.1 **First months occupational rent of 0.7% of the Purchase Price** and payable, from Occupation Date until date of Transfer. Subsequent occupational rental will be payable directly to the Seller.
- 6.3.2 **First Month's Levy of R11.62,00 per square metre** which is an estimate and is subject to increase by the Body Corporate.
- 6.3.3 Water, electrical and gas connection (if applicable) of **R3,500.00**
- 6.4 The Purchaser acknowledges that from the Occupation Date, they are liable for the payment of levies, water consumption, electricity, effluent and gas (if applicable), and any other municipal related charges.

## **7. WARRANTIES**

- 7.1 The Seller undertakes that it will comply with the standards and guidelines set out by the NHBC 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:
- 7.1.1 3 (three) months in respect of minor defects;
- 7.1.2 5 (five) years in respect of structural defects; and
- 7.1.3 12 (twelve) months for roof leaks.

## **8. TRANSFER**

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

## **9. RESIDENTS ASSOCIATION**

- 9.1 The Purchaser acknowledges that:
- 9.1.1 The Seller will establish **The GREENLEE ("Residents Association")**, which will be administered by the trustees of the Body Corporate.
- 9.1.2 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.
- 9.2 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
- 9.3 The Seller may, subject to approval by the Local Authority, construct a hotel and/or apartments on top of the Lifestyle Centre.
- 9.4 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.
- 9.5 The Purchaser acknowledges that the Seller and/or its associates may construct further developments on surrounding land pockets which may or may not fall under the same Residents Association. Accordingly, the Purchaser acknowledges that residents of the different developments constructed by the Seller and/or its associates will have access to the Lifestyle Centre and/or other amenities therein. Conversely, the Purchaser will have access to the Lifestyle Centre and/or other amenities in the developments to be constructed by the Seller.

## **10. POST-SALE IMPROVEMENT TO SCHEME**

- 10.1 The Purchaser acknowledges that:



- 10.1.1 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
- 10.1.2 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.
- 10.1.3 The Purchaser agrees that the Seller will be authorized to take all such steps necessary to give effect to 10.1 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:
- 10.1.4 prior to the date of Transfer, consents to the Seller undertaking any activity referred to in 10.1; and
- 10.1.5 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 10.1, 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.
- 10.2 If there is any dispute as to whether any activity to be undertaken by the Seller falls within the ambit of 10.1, 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.

## **11. PHASED DEVELOPMENT**

- 11.1 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.

## **12. LEGAL ENTITY**

- 12.1 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.

## **13. BREACH**

- 13.1 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.
- 13.2 If this Agreement is cancelled after the Occupation Date, the Purchaser will immediately vacate the Apartment.

## **14. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013**

- 14.1 The Purchaser hereby consents to the Seller 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 the Seller electronically in a centralised data base and will be accessible to The Seller's subsidiary companies and/or associates and/or affiliates and/or service providers for legitimate and business related purposes only.
- 14.2 The Purchaser hereby consents to the Seller and/or its subsidiaries, retaining the Purchaser's records of personal information, provided in terms of this Agreement, for as long as may be required, in accordance with the procedures and protocols the Seller has put in place to safeguard the records from being used for any other purposes.
- 14.3 The Purchaser undertakes to immediately advise the Seller of any changes to the Purchaser's personal information should any of these details change. The Purchaser understands further that all personal information which the Purchaser provides to the Seller will be held and/ or stored securely for the purpose for which it was collected.
- 14.4 The Purchaser, hereby consents  or does not consent  to receive direct marketing from the Seller and/or its Nominee and/or its Subsidiaries, in respect of any future developments to be constructed and marketed by the Seller and/or its Nominees and/or its Subsidiaries for the purpose of promoting or offering to supply, in The Seller'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 Agreement;

e-mail   
telephone

SMS   




## **15. GENERAL**

- 15.1 The Seller's address for delivery of notices is stated on page 2 of this Agreement which includes email.
- 15.2 The Purchaser's address for delivery of notices is stated on page 6 and 7 of this Agreement which includes email.
- 15.3 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.
- 15.4 No variation or amendment to this Agreement will be valid unless stated in writing and signed by both parties.
- 15.5 This Agreement constitutes the whole agreement between the parties.  
representations or warranties between the parties other than those set out herein are binding on the parties.

## **16. BALWIN FIBRE**

**Not applicable**

**PURCHASER**

**CO-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

Employment Status    Permanent     Self-Employed     Commission     Temporary     Contract

Gross 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

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

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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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

Employment Status    Permanent     Self-Employed     Commission     Temporary     Contract

Gross 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 \_\_\_\_\_

Securing Deposit

R \_\_\_\_\_

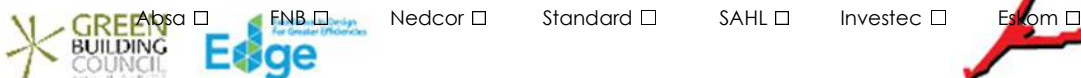
Additional Deposit

R \_\_\_\_\_

**Mortgage Bond**

R \_\_\_\_\_

Mortgage Bond submission:

 Absa  FNB  Nedcor  Standard  SAHL  Investec  Eskom



Estimated electrical / water deposit

R 3500.00

Estimated Levy

R 11.62 per m2

Estimated rates & taxes

R700.00

Occupation Date

\_\_\_\_\_

Thus done and signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
**Co-Purchaser**

\_\_\_\_\_  
**Surety 1**

\_\_\_\_\_  
**Surety 2**

Thus done and signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
**Seller**

**Balwin Properties Limited**

## BUILDING SPECIFICATIONS AND FINISHES

1. EXTERNAL BRICKWORK	- SPONGE PLASTER AND PAINT/FACEBRICK
2. INTERNAL BRICKWORK	- ONE COAT SPONGE PLASTER AND PAINT
3. ROOF COVERING	- ROOF SHEETING
4. WINDOWSILLS	- CONCRETE SILL, INTERNAL TILED
5. FLOOR COVERING	- ALL FLOORS TILED
6. CEILINGS	- PAINTED CEILING
7. WINDOWS	- ALUMINIUM
8. CORNICES	- AS PER SHOW APARTMENT
9. FRONT DOOR	- FIRE DOOR WITH FRAME
10. PATIO DOOR	- ALUMINIUM SLIDING DOORS
11. INTERNAL DOORS	- HOLLOWCORE DOORS WITH PAINTED FRAMES
12. LOCKSETS	- SLIDING DOORS WITH DEAD BOLT - INTERNAL 3 LEVER BRUSHED STAINLESS STEEL
	- FRONT DOOR CYLINDER
13. WALL TILING	- AS PER SHOW APARTMENT
14. KITCHEN TOPS	- QUARTZ STONE
15. SANITARY WARE KITCHEN	- STAINLESS STEEL SINK - PILLAT TYPE SINK MIXER
	- WASHING MACHINE STOP COCK
16. SANITARY WARE BATHROOMS	- WHITE FREE STANDING BATH - BATH MIXER & NIKI SPOUT
	- WHITE BASIN PEDESTAL - BASIN MIXER
	- WHITE TOILET AS PER SHOW APARTMENT - SHOWER ROSE AND ARM
	- BATHROOM FITTINGS AS PER SHOW APARTMENT - SHOWER MIXER
	- SHOWER DOOR AS PER SHOW APARTMENT
17. SKIRTING	- SKIRTINGS PER SHOW APARTMENT
18. PLUMBING	- AS PER MUNICIPAL REQUIREMENTS
19. GARDEN TAPS	- ONE PER GROUND FLOOR APARTMENT IN GARDEN
20. SEWERS	- TO MUNICIPAL REQUIREMENTS
21. INTERNAL LIGHTING	- AS PER LAYOUT (ENERGY EFFICIENT LIGHTING)
22. EXTERNAL LIGHTING	- AS PER LAYOUT
23. PLUG POINTS	- AS PER LAYOUT
24. TV POINT	- AS PER LAYOUT LOUNGE
25. DATA (POINT ONLY)	- ONE PER APARTMENT AS PER LAYOUT
26. WATER HEATING	- HOT WATER SYSTEM
27. ELECTRICITY	- PREPAID METERS
28. PAINTING	- AS PER ARCHITECT SPECIFICATION
29. LIGHTING FITTINGS	- AS PER SHOW APARTMENT
30. KITCHEN APPLIANCES	- 2 & 3 BEDROOM : UNDERCOUNTER ELECTRIC OVEN, HOB & EXTRACTOR
	- 1 BEDROOM : UNDERCOUNTER ELECTRIC OVEN, HOB & EXTRACTOR
31. KITCHEN	- AS PER LAYOUT
32. B.I.C	- AS PER LAYOUT
33. GUTTERS	- AS PER LAYOUT
34. TILING	- ALL TILING TO BE AS PER THE SHOW UNIT, NO DEVIATION ALLOWED
35. ELECTRICAL	- AS PER LAYOUT
36. PATIO	- AS PER LAYOUT
37. SOLAR	- AS PER LAYOUT
<b>External Works</b>	
1. BOUNDARY WALLING	- AS PER SITE LAYOUT
2. SECURITY MONITORING	- ELECTRIC FENCE / ACCESS CONTROL / CCTV MONITORING
3. PAVING	- AS PER PLAN
4. LANDSCAPING	- AS PER PLAN
5. ENTRANCE SYSTEM	- BIOMETRIC
6. ENTRANCE	- AUTOMATED BOOM SYSTEM
7. GARDEN WALLS AND UNIT POSITION	- TO BE DETERMINED ACCORDING TO SITE CONDITIONS
8. 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
9. REFUSE	- ECO-FRIENDLY WASTE MANAGEMENT SYSTEM

### 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