

**BALWIN PROPERTIES LIMITED**

and

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**CO-PURCHASER**

\_\_\_\_\_  
**SURETY 1**

\_\_\_\_\_  
**SURETY 2**

\_\_\_\_\_  
**APARTMENT NUMBER**



1. 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 Thaba Eco Village Body Corporate;
- 1.3 "Conveyancer" means Dykes Van Heerden Attorneys, Tel: 011 279 5000;
- 1.4 "Occupation Date" means Registration, with Handover prior to 28<sup>th</sup> February 2022
- 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;
- 1.7 "Signature Date" means the date of signature of the last party signing this Agreement; and
- 1.8 "Transfer" means the date of registration of transfer of the Apartment into the name of the Purchaser;

2. THE DEVELOPMENT

The Seller has prepared a development known as "Thaba Eco Village" under the Sectional Titles Act, 1986 and Sectional Title Schemes Management Act, 2011 (the "Acts") to be established on Aspen Hills Extension 6 situated on portion 133 of the Farm Rietvlei No. 101- Registration Division IR, Gauteng

- 2.1 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

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.

- 3.1 Apartment Number : \_\_\_\_\_ (the "Apartment")
- 3.2 Parking Bay Number : \_\_\_\_\_
- 3.3 Garage or Storeroom Number : N/A (If applicable)

4. PURCHASE PRICE

- 4.1 Purchase Price (including vat): R \_\_\_\_\_
- 4.2 Securing Deposit: **R20,000.00** payable within 48 hours (not deductible from the Purchase Price).
- 4.3 Additional Deposit: R \_\_\_\_\_ payable within 7 days from the date of mortgage bond approval.
- 4.4 Mortgage Bond Amount: R \_\_\_\_\_ 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 applicable.
- 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 **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 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 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.



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Initial \_\_\_\_\_

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 R20 000.00 (Twenty 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 –
  - 6.3.1 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
  - 6.3.2 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.

#### 7. OCCUPATION

- 7.1 The Purchaser will be entitled to 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.
- 7.2 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.
- 7.3 The Purchaser acknowledges that prior to the Occupation Date, the Purchaser will pay the following to the Conveyancers:
  - 7.3.1 Occupational Rental is not applicable.
  - 7.3.2 First Month's **Levy equal to R12,79 per square metre** which is an estimate and is subject to increase by the Body Corporate.
  - 7.3.3 Water, electrical and gas connection of **R3,500.00** (if applicable)
- 7.4 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.

#### 8. WARRANTIES

- 8.1 The Purchaser acknowledges they have 90 calendar days from the Occupation Date to submit one snag list to **www.service-at-balwin.co.za**.
- 8.2 The Seller undertakes, provided written notice is received within the prescribed periods, to comply with the standards and guidelines as set out by the Housing Consumers Protection Measures Act, 1998.

The logo for Balwin Properties, featuring the name 'Balwin' in a large, red, cursive script font, with 'PROPERTIES' in a smaller, black, sans-serif font underneath.

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## 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 **The Thaba Eco Village 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, the server room and, Crystal Lagoon, 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, server room and Crystal Lagoon (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, server room and Crystal Lagoon 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, (2) be bound by the Constitution of the Residents Association and (3) be bound by the Conduct Rules of the Body Corporate.
- 10.5 Notwithstanding the provisions of this clause as stated above, the Purchaser acknowledges and agrees that they will not enter into any short-term rental agreement or such other agreement to short term let the Apartment to any third parties, for a period less than 3 (three) months, including, but not limited to, letting through Airbnb, Booking.com or any similar online platform.
- 10.6 The Purchaser hereby acknowledges that the Crystal Lagoon as reflected on the site development plan, or any other marketing diagram is merely for illustration purposes only. The Developer hereby confirms that it does not guarantee or warrant that the Crystal Lagoon will be constructed within the development or within the vicinity of the development.

## 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 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.

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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

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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

## 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.

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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**

17.1 The Purchaser hereby acknowledges and agrees that the apartment will be equipped with a 3-month complimentary uncapped 100mb fibre connection from an Internet Service Provider ("ISP") from the Occupation Date and the Seller and/or the ISP may contact them in respect of the 3 months complimentary fibre internet subscription, as per the personal information included in this Agreement.



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Initial _____
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**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 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    \_\_\_\_\_



Initial \_\_\_\_\_



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**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

- |   |   |
|---|---|
| <input type="checkbox"/> Single   | <input type="checkbox"/> Single   |
| <input type="checkbox"/> Married ANC                                      | <input type="checkbox"/> Married ANC                                      |
| <input type="checkbox"/> Married COP                                      | <input type="checkbox"/> Married COP                                      |
| <input type="checkbox"/> Married Customary Law                            | <input type="checkbox"/> Married Customary Law                            |
| <input type="checkbox"/> Married according to the laws of another country | <input type="checkbox"/> Married according to the laws of another country |
| <input type="checkbox"/> Married Hindu Law                                | <input type="checkbox"/> Married Hindu Law                                |
| <input type="checkbox"/> Married Islamic Law                              | <input type="checkbox"/> Married Islamic Law                              |

- |                                     |                                     |   |                                    |                                    |                                    |                                    |                                    |                                  |
|-------------------------------------|-------------------------------------|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> Investor   | <input type="checkbox"/> Home Owner | <input type="checkbox"/> Temporary Resident | <input type="checkbox"/> Age 18-25 | <input type="checkbox"/> Age 25-35 | <input type="checkbox"/> Age 35-45 | <input type="checkbox"/> Age 45-55 | <input type="checkbox"/> Age 55-65 | <input type="checkbox"/> Over 65 |
| <input type="checkbox"/> SA Citizen | <input type="checkbox"/> Foreigner  |   |                                    |                                    |                                    |                                    |                                    |                                  |

- |                                     |                                     |   |                                    |                                    |                                    |                                    |                                    |                                  |
|-------------------------------------|-------------------------------------|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> Investor   | <input type="checkbox"/> Home Owner | <input type="checkbox"/> Temporary Resident | <input type="checkbox"/> Age 18-25 | <input type="checkbox"/> Age 25-35 | <input type="checkbox"/> Age 35-45 | <input type="checkbox"/> Age 45-55 | <input type="checkbox"/> Age 55-65 | <input type="checkbox"/> Over 65 |
| <input type="checkbox"/> SA Citizen | <input type="checkbox"/> Foreigner  |   |                                    |                                    |                                    |                                    |                                    |                                  |

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

[Type here]



Initial \_\_\_\_\_



**TOTAL PURCHASE PRICE**

R \_\_\_\_\_

Securing Deposit

**R 20 000.00**

Additional Deposit

R \_\_\_\_\_

**Mortgage Bond**

R \_\_\_\_\_

Mortgage Bond submission      Absa       FNB       Nedcor       Standard       SAHL       Investec       Eskom

Estimated electrical / water deposit

R \_\_\_\_\_

Estimated Levy

R \_\_\_\_\_

Estimated rates & taxes

R \_\_\_\_\_ per month

**Occupation Date**

**Registration - Prior to 28<sup>th</sup> February 2021**

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

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

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

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

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

**Witness:**  
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)

**Witness:**  
1. \_\_\_\_\_



Initial \_\_\_\_\_



[Type here]