

FILE NO:

OFFER TO PURCHASE

Purchaser (a): MARIKE BEYLEVELD
Purchaser (b):
Seller/Owner (a): ANTON MICHAL BOUNER
Seller/Owner (b): HELIE ALETTA JOHAWNA BOUWER
Property Practitioner: Reve aner
FFC No 1202213 Cell 0727979443
Email: <u>renecefio.group</u>
Signature:
Date: <u>2025-04-14</u> Time: <u>14h00</u>
Ref. Property Practitioner:
Ref. Property Practitioner:
Attorney: MC VAN DER BELG ATTORNEYS (INA - 0126606000)
Bond Originator: CASH

K

2023134574

Certificate

63 Saal Street, Zwavelpoort, Pretoria We are registered with the PPRA

13/07/2023

Date

Firm

I REAL ESTATE OFFER TO PURCH	IASE
Which becomes a binding contract on acceptance by the Ne, a) MARIKE BEYLEVELD	he Seller(s) / Owner(s) hereof.
b)	
D/IT/Reg Number/s a) 7203300/12086 b)- (The Purchaser/s)	
ereby offer, to purchase the following property through	ner in association with
IO REAL ESTATE (Pty) Ltd, who warrants the validity of his /-her /-its f this Agreement, which property is purchased from	Fidelity Fund certificate as at the date of signature
a) ANTON MICHAL BOUWER	
D) HELIE ALETTA BOUNER	
D/IT/Reg Number/s a) 5112215152081 (The Seller/s) he property known as ERF 828, 302 THEUNS VAN A	5201090064086
(The Seller/s)	
he property known as ERF 828, 30 2 THEUNS VAN A	NEKERK STREET, WIEROA PARK
Sectional Title	Full Title / Sectional Title
Flat/Townhouse/Duet being a unit as defined in the Sectional Title	
Act No.95 0f 1986 (as amended) and consisting of	
a) DOOR No:b) Section Title UNIT No	Erf/Plot no 828
as shown and more fully described on Sectional Title Scheme	
known as: SS	Street Address 302 THEANS
	VAN NIEKERK STREET
and the Sectional Title Scheme no in respect of the land and buildings situated at	
Township, Local Authority CITY	Suburb
COUNCIL of, of which section the floor area according to the said Sectional Plan is ±m°	Extension
b) an undivided share in the common property in the land and/ or	Township WIEROA PARIC
buildings as shown and more fully described on the said Sectional	Township VIL POPT PRICE
Plan, appointed to the said section in accordance with its	Size of Stand $\pm \frac{1487m^2}{2}$ Size of Property $\pm \frac{228m^2}{2}$
participation quota specified in a schedule endorsed on the Sectional Plan.	27.8m2
c) The use of Parking/Carport/Garage number/s	Size of Property $\pm \underline{000011}$
Parking Area no Exclusive use Area no	HOA- Details
located to the abovementioned section by virtue of the Sectional	Contact Dataila
Plan or the rules of the Body Corporate.	Contact Details
d) The present levy amounts to R pm	
e) The present rates & taxes amount to Rpm	
and is payable to Contact detail	
ieller/s a) <u>ARCULVER</u> b) <u>And</u>	Property Practitioner
Purchasers/s a)	Page 1

THE PURCHASE PRICE AND OTHER COSTS

1.1

	The purchase price is R/ 82S, 000
	ONE MILLION ETGHT HUNDRED AND TWENTY FIVE THOUSAND RAND
a)	A Deposit/Amount of R_1, 825,000
	ONE MILLION EIGHT HUNDRED AND TWENTY FINE THOUSAND RAND -,
	is to be paid by the Purchaser to the Transferring Attorney, within <u>III</u> (<u>FOURTEEN</u>) working days from acceptance of this offer. The Purchaser hereby instructs the Seller's Conveyancer to invest the deposit in an interest-bearing Call Account in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014 for credit of the Purchaser until date of registration. The deposit interest earned, less any bank charges, commission and administration fee shall accrue to the Purchaser.
b)	If the transaction is a cash deal, the balance/ nurchase price will be paid to the Soller, upon registration of the

- b) If the transaction is a cash deal, the balance/ purchase price will be paid to the Seller, upon registration of the property into the name of the Purchaser.
- 1.3 Should there be any delay with the registration of transfer for whatever reason, inclusive of non-compliance with any ACT or provision of legally required information, as requested in terms of this agreement, the party responsible for such delay shall pay penalty interest to the other party on the selling price at the prime bank, rate calculated per year for the period of the delay. (Ref. to par.8.1. b)
- 1.4 The Seller accepts liability for payment of the excess (if any) of the cancellation figures on the existing bond(s) over the selling price, which amount shall be due and payable upon demand to the Transferring Attorney. The above is also applicable to any outstanding levies imposed by any authority on the property. The Seller shall also ensure the payment of any other taxes payable by him/her.
- 1.5 a) The Seller confirms that he/she is NOT registered for VAT, therefore Transfer Duty is payable by the Purchaser.
 - b) The Seller confirms that he/she is registered for VAT and the purchase price includes/ excludes VAT.

2. APPROVAL OF LOAN

2.1 This offer is subject to the suspensive condition that the Purchaser obtains a loan that must be secured through a first mortgage bond by a Recognised Financial Institution to be passed over to the property in the amount of

Rand)

within a period of ___________) working days from date of acceptance hereof. The Purchaser undertakes to do properly and expeditiously everything possible to give effect to this clause. Failing hereto, this clause shall be regarded as fulfilled. The Purchaser shall apply for a loan within a period of 3 working days from the date of acceptance of this offer, failing which the Property Practitioner is irrevocably authorised to apply for such a loan on behalf of the Purchaser. This condition should be deemed to have been fulfilled if the Bank advised the Purchaser or Property Practitioner that a loan has been granted in principle, at prevailing bank rates and conditions.

Seller/s Property Practitioner Purchasers/s

- 2.1.1 If the Purchaser/s are using a bond originator he/she undertakes
 - a) To always update the FIO Real Estate personnel regarding the progress
 - b) To disclose the institution where he/she applied for the bond
 - c) To supply the contact person's name and his/her contact details
- 2.2 If there are unavoidable delays (not being caused by the act or omission of either party) in the granting of a loan or the furnishing of guarantees, the parties hereby agree to an extension of 7 (seven) working days for the granting of such a loan or the furnishing of guarantees.

3. OCCUPATION

3.1 Subject to Clause 3.2 free and unhindered occupation of the property shall be given to the Purchaser

on <u>*KEGISTRATION*</u> *I* or on date as agreed upon in writing by both parties, provided that all suspensive conditions contained herein have been fulfilled.

Should the date of transfer does not coincide with the date of occupation, the party who enjoys occupation, shall pay the other party monthly in advance, on the first day of the month, occupational rent for an agreed amount of

FOURTEEN THOUSAND SIX HUNDRED KAND) per month. R14,600

(Municipal services - electricity, water, sanitation, waste management) included _____ or, excluded _____)

The monthly rent is payable to the Transferring Attorney for the period of such an occupation. (Pro Rata) The conveyancer will, on receiving the rent, pay the rent to the owner (unless otherwise agreed and indicated in clause 14.6)

3.2 If the Property is let to tenants, the Purchaser hereby acknowledges having been informed by the Property Practitioner or Seller of such an agreement and that the agreement, with particular reference to the occupation date, is subject to the lease agreement. Should the lease period end, the Seller will ensure free and unhindered occupation to the Purchaser as agreed between the parties.

4. TRANSFER

4.1 Possession of the Property shall be given to the Purchaser on date of transfer, from which date all benefits and risks of ownership shall pass to the Purchaser. The Purchaser shall be liable for the payment of all rates and taxes and other charges including levy payments in respect of the property from the date of registration, which payments are to be made to the Local Authority or Body Corporate in the event of a Sectional Title and/or Section 21 Company, if applicable.

5. GENERAL

- 5.1 Transfer of the property will be dealt with by the seller's transferring attorney and the purchaser will be responsible for all transfer and bond registration costs, including transfer duty.
- 5.2 Both parties further agree that a "SOLD" notice may be displayed on the property from date of bond approval a period of 3 months.

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a)	b)	FYNNIK.	Property Practitioner	R	
R					
a) 110.	b)		· ·		-
	R	a)b)	a)b)////////.	a)b)Property Practitioner	a)b)Property Practitioner

- 5.3 To ensure transfer the parties will sign all necessary documents with and provide all legally required information to the Transferring Attorney upon request.
- 5.4 The Purchaser shall have no authority or right to make any changes to the property before date of transfer, unless permission is obtained in writing from the Seller and signed by all parties concerned.
- 5.5 The parties hereto choose as their respective *domicilia citandi et executandi* (physical address) for all purposes of this agreement, as well as fax numbers and e-mail addresses appearing on the respective Purchaser/seller's information pages of this agreement.
- 5.6 This agreement constitutes the entire agreement between the parties and no guarantees or representations that are not stipulated in this agreement shall bind the parties in any way, except when reduced to in writing and signed by all parties concerned. They further declare that they did not depend on such guarantees or representations with the signing of this Offer to Purchase.
- 5.7 If there is more than one Purchaser, their liability shall be jointly and severally.
- 5.8 The parties hereto acknowledge that the Property Practitioner is the effective cause of the closing of the Agreement of Sale, and the Property Practitioner shall be deemed to have earned the commission upon date of acceptance hereof and the compliance of all suspensive conditions contained herein.

6. PROFESSIONAL FEE

THE COMMUSSION IS PATABLE ON REGISTRATION

- 6.1 It is further agreed that in the event where the Purchaser paid a deposit and/or any amount for costs in connection with the transaction to the Conveyancer, the Seller and Purchaser agrees that the Property Practitioner's commission may be paid out to the Property Practitioner by the Conveyancer from such deposit or costs received and the Property Practitioner, Seller and Purchaser hereby indemnify the Conveyancer against any claims for damages or otherwise that may be instituted by any party to this deed of sale for reason of payment of the commission made by the Conveyancer to the Property Practitioner in accordance with this clause.
- 6.2 In the event of the sale being cancelled through a breach of contract on the part of both the Purchaser and the Seller, the suspensive conditions of the contract will be regarded as being fulfilled, as FIO Real Estate as the Property Practitioner's commission is concerned, and the Property Practitioner can hold the Seller and the Purchaser jointly and severally liable for such a commission claim.

7. FIXTURES AND FITTINGS

The property is sold with all fixtures and fittings of a permanent nature, which the Seller hereby specifically warrants are fully paid for and solely owned by him or his spouse. It also includes all keys to the property, remote controls of electronic gates and garage doors, stove and geyser, pool eleaning equipment (including any automatic devices), wall to wall carpets, curtain rails, light fittings, TV aerials, satellite antennae, alarm systems, all of which the Seller warrants to be in working condition, as well as

<u>()</u>	NOMINATED	POT PLANT	SEXCLUDE	۵	
			A D		
Seller/s	a)	b)	HMB	Property Practitioner	K
Purchasers/s	a)	b)			Page 4

BREACH OF CONTRACT 8.

- If any of the parties in this agreement fails to comply with the conditions of the agreement, the other party will be 8.1 entitled to give notice, in writing, of such failure and demand that the party concerned should remedy such breach of contract within 7 (seven) working days of the date of dispatch of such notice. The aforesaid notice will be sent by registered post, delivered by hand, sent by fax or e-mail to the domicilium citandi et executandi (physical) of the party concerned, as indicated on the first page. If the party concerned neglects to remedy the breach of contract after expiry of the period of 7 (seven) working days as mentioned, the other party shall be entitled to
 - demand specific performance by the other party in terms of this agreement, a)
 - cancel this agreement to institute proceedings against the party concerned for damages. b) (This clause does not affect the parties' rights in terms of Clause 1.3 to claim penalty interest)
 - If any delay occurs during the registration process for whatever reason, including the non-compliance of any Act C) or the provision of information that is lawfully required, the party at fault will be fined and this amount will be calculated at the full selling price for the duration of the delay, payable to the other party, at the prime interest rate per year. (See clause 8.1b)

9. ACKNOWLEDGEMENTS BY THE PURCHASER

The Purchaser acknowledges that

- He/she has acquainted himself/ herself with the conditions, borders, areas and locality of the property 9.1
- The Property is sold "voetstoots" in the condition and to the extent to which it now lies and is subject to all the 9.2 conditions and servitudes mentioned or referred to in the Sectional Plan, the Title Deed of the Property, the rules of the Body Corporate, any restrictions that may be imposed by the Local Authority or Section 21 Company and any lease agreement.
- Should the description or size of the Property contained herein not significantly differ from that contained in the 9.3 registered Title Deed, such deviation will not constitute ground for cancellation of this sale. None of the parties will have a claim against the other in this case. The description in the Title Deed shall be regarded as correct.
- There is no duty on either the Seller or Property Practitioner to point out any boundaries, beacons or pegs in 9.4 respect of the Property.

ELECTRICAL CERTIFICATE 10.

The Seller is obliged to obtain at his/her own cost the prescribed Certificate of Compliance in respect of the electrical installation in terms of Act 85/1993 and to provide it to the Transferring Attorney within a period of five (5) days after fulfilment of all suspensive conditions.

GAS CERTIFICATE 11.

The Seller is obliged to obtain at his/her own cost the prescribed Certificate of Compliance in respect of the gas installation in terms of Act 85/1993 and to give it to the Transferring Attorney within a period of five (5) days after fulfilment of all suspensive conditions. A

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Seller/s	a)	AIR	b)	 Amb.	Property Practitioner	R
Purchasers/s	a)	TB.	b)			Page 5

12. ELECTRICAL FENCE SYSTEM CERTIFICATE

The Seller is obliged to obtain at his/her cost the prescribed Certificate of Compliance in respect of the electrical fence installation in terms of Act 85 1993 and to furnish it to the Transferring Attorney within a period of five (5) days after fulfilment of all suspensive conditions.

13. LEGAL PERSON OR NOMINEE

13.1 If a Purchaser is acting as a trustee for a Company to be formed, and should the Company not be formed

13.2 If the Purchaser acts as a go-between in the event of the purchase of a property for the benefit of a Third Party/Nominee, and such Third Party/Nominee does not accept the benefits and obligations of this agreement, it is agreed that the Signatory to this document shall be the Purchaser in his/her personal capacity.

14. FURTHER CONDITIONS

- 14.1 If the "Cooling off" Clause applies, refer to Addendum "A" (Clause 1)
- 14.2 If the Selling of the Purchaser's Property is applicable for the funding of this sale, refer to Addendum "A" (Clause 2).
- 14.3 Primary function Addendum "A" (Clause 3)
- 14.4 The final acceptance and signatures of this offer to purchase will be made in the presence of my Principal OR a Full Status Property Practitioner. <u>Addendum "B" (applicable to CANDIDATE PROPERTY PRACTITIONERS</u> <u>ONLY)</u>
- 14.5 A mandatory disclosure form titled as the immovable property condition report will be attached to this agreement, marked as Addendum "C".

14.6 Fur / <u>/</u> /	ther Conditions	AUSE I	(. 1 a)		
 		en angelet te ster te s			
Seller/s	a) AR	b)	April.	Property Practitioner	K
Purchasers/s	a)B	b)			

15. ACCEPTANCE

The Seller and Purchaser confirm that they have read this Agreement and understand the content hereof.

This offer to purchase is irrevocable and expires at _____ on this _____day

of ______20____

16. FINANCIAL INTELLIGENCE CENTRE (ACT 38/2001 (FICA))

I/We undertake to furnish all necessary documents/information requested by the Property Practitioner/Transferring Attorney as required by the above-mentioned Act. The parties take notice that in terms of the Financial Intelligence Centre Act (FICA) – Act 38 of 2001, they will be requested to immediately supply original or certified copies of their identity documents and latest utility bills, to the Property Practitioner of FIO REAL ESTATE PROPERTIES and the Transferring Attorney,

17. MATRIMONIAL PROPERTY ACT (ACT 88 OF 1984)

The parties warrant that all concents required in terms of the Matrimonial Property (Act No 88 of 1984) have been duly furnished.

18. POPI ACT, 4 OF 2013

The Parties hereby give consent to the Property Practitioner in terms of the POPI Act, 4 of 2013, to collect, process, store and distribute his/her FICA and other personal information to the relevant parties in this transaction, in order to proceed with the obtaining of a bond (if applicable) at a credited financial institution, or to any other party in this transaction who would require the Parties' FICA and other personal information in order to proceed and finalise this transaction. The Parties understand and accept that the Property Practitioner or any other party to this transaction, may not distribute any FICA or personal information to any third party, without the written consent from the relevant Party before doing so.

Property Practitioner Seller/s b Purchasers/s b)

	PURCHASER/S
Signed at CENTULION	on this 14 TH day of <u>APPL1</u> 20 <u>25</u>
a) <u>TBeyleveld</u> b)	a) frey 1.
	SURETYSHIP
Signed at	on this day of20
I	, X ID number:,
Purchaser with his/her obligations in terms	rinciple debtor with the Purchaser for the due and punctual compliance by the s of this agreement and of the addenda which forms part hereof and agree to otor for the loan referred to in clause 2, if required to do so.
As Surety	As Witness
As Surety	As Witness
Name of CC/Trust/Company	LETTA JOHANNA BOLINER
Transferring Attorney to attend to the tra av	s) of the abovementioned property, hereby accept this offer and instruct the ansfer and pay the Property Practitioner his/her commission from the first funds ailable, as per the commission agreement on this μ_{μ}^{TH} day of μ_{μ}^{TH} and μ_{μ}^{TH} day of μ_{μ}^{TH} and μ_{μ}^{TH} and μ_{μ}^{TH} and μ_{μ}^{TH} and μ_{μ}^{TH} day of μ_{μ}^{TH} and $\mu_{\mu}^{$
Signed at <u>CENTRER N</u> o	/
a)HRouwer	a) UHA
b)	b) AMMONON/2-
	efits of this agreement and is a party hereto. on thisday ofday of20ZS
	<u>1202213</u> FFC NUMBER Page 8
PROPERTY PRACTITIONER	FFC NUMBER Page 8

ADDENDUM "A"
ADDITIONAL CONDITIONS OF THE OFFER TO PURCHASE
NB! PLEASE DELETE WHERE NOT APPLICABLE
CLAUSE 1 COOLING – OFF CLAUSE (Purchase price under R250 000)
1.1 PURCHASER'S RIGHT TO TERMINATE THIS AGREEMENT IN TERMS OF SECTION 29A ACT 68/1981
a) The purchaser is entitled to terminate this agreement within a period of 5 (five) days after signature of the offer by him/her, by delivering an
unconditional signed written notice to the Seller or his Property Practitioner. b) The period of 5 (five) days is calculated with the exclusion of the day upon which the offer was made, excluding any Saturday, Sunday or Public
Holiday
1.2 APPOINTMENT OF PROPERTY PRACTITIONER AS "PROPERTY PRACTITIONER" OF THE SELLER
a) The Property Practitioner is appointed as Property Practitioner of the Seller for the purpose of the delivery notice of revocation/termination as
provided for in Section 29A (1) of the Alienation of Land Act.
b) The Purchaser/s is/are aware of the consequences if purchasing ahother property within the cooling-off Period and the possibility that this sale can be terminated automatically and that if the Purchaser/s does to notify the Seller/s of any purchase then the Purchaser can be guilty of an offence.
SIGNATURE OF PURCHASER SIGNATURE OF SELLER CLAUSE 2 SALE OF PURCHASER'S PROPERTY
2.1 PROPERTY ALREADY SOLD
This offer is subject to the successful completion of the sale and registration of the Purchaser's property situated at
for an amount, of
R (words), in accordance (words), in accordan
with the guarantee period and requirements contained in the agreement of sale of the aforementioned Property.
Name of Transferring Attorney Tel no Tel no
2.2 PROPERTY NOT YET SOLD
This offer is subject to the successful sale of the Purchaser's property situated at
For an amount of R (
) (words) or a lesser amount that may be acceptable to the Purchaser within
() days. A copy of the sale agreement to be presented to the Property Practitioner on completion of sale. For this
Purpose, a successful sale will have been concluded when all suspensive conditions (if any) of the Purchaser's sale have been met. The Purchaser is obliged to forward any information about this sale to the Property Practitioner on request.
2.3 THE SELLER IS ENTITLED TO CONTINUE MARKETING PROPERTY
Until such time as there has been full compliance with the suspensive conditions contained in either Clause 2.1 or 2.2 the Seller shall be entitled
to continue to market his/her property through FIO Real Estate. Should the Seller receive an offer to purchase (second offer) which is not subject to the sale of an existing property and of which all suspensive conditions have been met, the second offer must be submitted to the Purchaser,
who may then amend his/her offer in writing within 48 hours of receipt of the second offer to exclude the condition for the sale of his/her existing
property. Should the Purchaser, however, not make any such offer, then the Seller will be entitled to accept the second offer to purchase and the
original agreement of sale between the Seller and the Purchaser will lapse upon acceptance of the second offer and no party, including the Property Practitioner, will have any claim or obligation against each other, in respect of the lapsed agreement.
2.4 FINANCING OUT OF PREVIOUS TRANSACTIONS
The parties to this agreement are aware of the fact that this transaction will be partially/fully financed out of the Proceeds from the Sale of the Purchaser's property, as envisaged in either Clause 2.1 or 2.2 above. The Purchaser acknowledges the obligation to comply with Clause 1.2 of
the Agreement of Sale even if this Transaction will be financed as envisaged herein.
SIGNATURE OF PURCHASER_TTBELLEVELCL
CLAUSE 3 PRIMARY FUNCTION The PARTIES acknowledge that it is the ordinary business of the Property Practitioner to market and sell immovable properties. The Property
Practitioner's primary function is to introduce the parties to each other and to assist the parties with advice, which advice is intended to facilitate the
conclusion to the agreement of the sale of the property. The Property Practitioner is as such only a supplier of an advisory service and not the supplier
of the property, who further does not and cannot accept any liability at all in respect of the property.
SIGNATURE OF PURCHASER TIBerlevel
PROPERTY PRACTITIONER FFC NUMBER
· 1 1

B B.

REAL ESTATE

PURCHASER/S

	Hei	rewith under	rtakes to give	ve all particul	lars as reque	ested herein	
	Mr	Mrs.	Dr	Prof	Miss	Other-	
Full names	s and sumame	es of Purchaser/s	MARIK	EBEYL	EVELD)	
ID Number	r/s 720	03300	01120	86			
⁻ ull names	s, surname of	co- purchaser/s					
ID Number	r/s <u>~</u>						
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Branch	ive of Property	RESIDE	NTIAL				
Branch Use objecti Income Tax	ive of Property x no 027	RESIDE	NTIAL 20 no if non-resider	VAT Reg. no (If a			

HB -MB



SELLER(S) / OWNER(S)

(In this contract referred to as the "Seller/s")

()	Mr	Mrs	Dr I	Prof I	Miss	Other	
Full names	and ournor	no of Salloria PM	ITON MICH	PA BOUWE	l		
		21515208			<u>`</u>		
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				UDFIFWWW	unin	•	an te an am tha an
ID Number	15 <u>5 W</u>	1090064				an a san an a	
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Herewith undertakes to give all particulars as requested herein

PRIVATE AND CONFIDENTIAL

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