

IPC
PROPERTIES
local leaders
OFFER TO PURCHASE

276 Main Road
Walmer, 6065
P.O. Box 34284, Newton Park, 6055

Tel: (041) 363 0000
Fax: (041) 363 0003
E-Mail: ipc@ipcproperties.com

TO: Erich Beer & Lindi Beer FROM: Timothy Patrick Benn - ID 9204125020080

(hereinafter referred to as the **SELLER**)

(hereinafter referred to as the **PURCHASER**)

I, the undersigned, T.P. Benn
(the **PURCHASER**) hereby offer to purchase (and once this offer has been accepted, I understand that it will become a valid and binding deed of sale) fixed property being:

A. Erf 4812 (Portion of 2143) Lorraine
Erf No. measuring 930m² sqm situated and known as: 50 Longwy Avenue, Lorraine,
Port Elizabeth
(Hereinafter referred to as the **PROPERTY**)

OR

B. Sectional Title Unit consisting of:
(i) Section No. Unit No. known as N/A

measuring sqm as per Sectional Plans.
(ii) Undivided share in the Common Property in accordance with the participation quota of the Section (being of the whole complex.)
(iii) Exclusive right of use of Labour Quarters No. Storeroom No. Garage No. Carport No. Parking No. as specified on the Sectional Plan, or as per the Body Corporate Resolution, or as provided for in the rules of the Body Corporate. It has been clearly explained to me that the right of use as aforementioned is provided for in either the title deed to this property or the rules, whichever is applicable.

(Hereinafter referred to as the **PROPERTY**.)

The Purchaser acknowledges that he has been alerted by the **SELLER** to the fact that the Developer / Body Corporate has reserved the right of Further Development in terms of Section 25 of the Sectional Titles Act of 1986.

upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price for the **PROPERTY** is the sum of R. 980 000.00
X (Nine hundred and eighty thousand rand) (RANDS) payable as follows:

1.1 A deposit of R. N/A shall be paid to the **SELLER'S ATTORNEY** to be held in trust and invested in an interest bearing account for the benefit of the **PURCHASER**. This deposit to be paid within days of acceptance of this offer or the fulfilment of suspensive conditions (if applicable) contained herein.

1.2 The balance of R. R980 000.00 is payable against registration of the **PROPERTY** into the name of the **PURCHASER**, for which payment the **PURCHASER** shall, within 14 days of acceptance of this Offer or the fulfilment of the suspensive conditions (if applicable), whichever is the latter, furnish the **SELLER'S** Conveyancers with a Bank or Financial Institution's guarantee in such terms as may be reasonably required by the **SELLER'S** Conveyancers, providing for payment upon registration of transfer.

2. **MORTGAGE BOND.** This entire agreement is conditional upon the **PURCHASER** or the Agent on behalf of the **PURCHASER** being issued with a quotation (as referred to in the National Credit Act 34 of 2005) or an Offer in respect of a Mortgage loan by a Financial Institute for a loan in the sum of R. 980 000.00 or such lesser amount as the Purchaser agrees to in writing, on or before the 28th February 2022 such loan to be secured by a mortgage bond to be registered over the **PROPERTY**, or any other property nominated by the Purchaser, simultaneously with transfer. This condition shall be deemed to be fulfilled upon notification by the Financial Institution of the **PURCHASER** or his Agent of a quotation/offer having being issued upon normal banking conditions. The **PURCHASER** hereby authorises **IPC PROPERTIES** to make the necessary application/s for such loan on his behalf.

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3. **CONDITION OF THE PROPERTY.** The PROPERTY is sold VOETSTOOTS, as it stands and in the condition as inspected by the purchaser. The Property is subject to all the terms and conditions which may exist in regard thereto. The PURCHASER has been made aware of the fact that the Title Deed to the Property is available for inspection as a Public document. The PURCHASER is entitled to receive the Property in the same condition as when the PURCHASER inspected the Property. The PURCHASER has inspected the Property fully prior to signature of this document, having been given adequate opportunity to do so, and the PURCHASER finds the Property acceptable in all respects. The following is noted:.....
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-
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4. **PASSING OF RISK.** All the benefits and risks of ownership of the PROPERTY shall pass to the PURCHASER with effect from the date of registration of transfer.

5. **OCCUPATION AND POSSESSION.** The SELLER undertakes to give and the PURCHASER agrees to accept occupation onRegistration of transfer..... If occupation date does not coincide with the date of registration of transfer, the party enjoying occupation of the PROPERTY whilst it is registered in the name of the other party, shall, in consideration of such occupation, pay the other party occupational interest of RN/A..... per month in advance to the SELLER'S Conveyancers. If registration of transfer is not effected byN/A..... as a result of delay attributable to the PURCHASER, the occupational interest will increase to RN/A..... per month fromN/A..... to date of registration of transfer.

- 5.1 If occupation is given prior to transfer, the PURCHASER will not make any alterations or additions to the property without the written consent of the SELLER.

- 5.2 The PURCHASER shall be obliged, in the event of the cancellation of this agreement to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took occupation. The PURCHASER will have no claim whatsoever against the SELLER arising out of any alterations made to the PROPERTY by the PURCHASER.

6. **COSTS OF TRANSFER.** The PURCHASER will be responsible for payment of all rates and taxes or Sectional Title levies in respect of the PROPERTY from date of registration. The Purchaser shall be responsible for payment of all utilities from date of occupation. Furthermore, the PURCHASER shall on demand pay all expenses of and incidental to the registration of the PROPERTY into the name of the PURCHASER, as well as the costs of registration of any bond referred to in this Agreement. The SELLER is not aware of any special levies imposed or about to be imposed by the Body Corporate or Managing Agents and confirms such herewith.

7. **CERTIFICATES.** The SELLER as user of the electrical and gas installations at the property hereby sold, shall furnish the following certificates prior to registration:

- (i) A valid Certificate of Compliance (not older than two years) in accordance with the provisions of the Electrical Installations Regulations as published in terms of the Occupational Health and Safety Act in respect of the installation on the PROPERTY.

- (ii) No To further comply with Regulation 12 of the Electrical Machinery Regulations, where applicable, a property which has its own electrical fence system, to provide a Certificate of Compliance. The electric fence system certificate is separate from the electrical compliance certificate as aforementioned. This certificate is transferable.

- (iii) No Should there be a GAS INSTALLATION at the property, to furnish a valid certificate of compliance in terms of the relevant act.

- (iv) Yes The parties agree that all certificates of compliance for installations to be issued in terms hereof are issued by an independent contractor with the necessary accreditation and the seller gives no warranty in this regard. The purchaser waives any claim of any nature against the seller from any liability of whatsoever cause due to any negligent or wilful act or omission on the part of the independent contractor in issuing any compliance certificate in terms hereof.

- 7.1 **BORER BEETLE CERTIFICATE.** (Delete whichever is not applicable)

- (i) Yes The SELLER to provide a valid certificate from a registered Entomologist, that the accessible timbers in the buildings are free from any active wood destroying insects.

- (ii) No Should the bank granting the bond to the PURCHASER request a borer beetle certificate, a valid certificate from a registered Entomologist is to be obtained. The inspection certificate will be paid for by the PURCHASER, however should there be any work to be done to eliminate any infestation, such work will be paid for by the SELLER.

8. **FIXTURES AND FITTINGS.** The PROPERTY includes all fixtures and fittings of a permanent nature in the buildings of the PROPERTY and specifically all light fittings, fitted carpets, built in cupboards, fitted television aerial, satellite dish, standard pool equipment, including:

- X The Seller to have the outside municipal water meter moved at his expense to a more satisfactory place on the plot

X 9. **TENANTS.** The PURCHASER acknowledges that the PROPERTY is let and this Offer is made subject to the rights of any existing tenants and to the provisions of the Housing Act. TB EB CB

10 a. **SALE OF PURCHASER'S PROPERTY.** This sale is subject to the sale of the PURCHASER'S property, situated at N/A free of suspensive conditions, or if suspensive conditions apply, such conditions must be fulfilled by

X The SELLER acknowledges that the PURCHASER will be deriving funds for the furnishing of guarantees from the proceeds of the sale of his property and that the provisions of Clause 1.2 shall be subject to this paragraph. In the event of the guarantees not being available by the SELLER shall be entitled to give notice to the PURCHASER in terms of Clause 16. It is expressly agreed between the parties that in the event of the bona fide cancellation of the PURCHASER'S sale through no fault of his (that is only in the event of the PURCHASER'S sale being cancelled as a result of the breach of contract of his PURCHASER), the SELLER will have no claim for damages in terms of Clause 16. The SELLER'S Conveyancer will be entitled to a copy of the sale agreement of the PURCHASER'S property. TB EB CB

10 b. The PURCHASER's property situated at N/A has been sold to and this sale is subject to the successful registration of that property. The Seller acknowledges that the Purchaser will be deriving funds for the furnishing of guarantees from the sale of his property and that the provisions of Clause 1.2 shall be subject to this paragraph. In the event of the guarantees not being available by the Seller shall be entitled to give notice to the Purchaser in terms of Clause 16. It is expressly agreed between the parties that in the event of the bona fide cancellation of the PURCHASER'S sale through no fault of his (that is only in the event of the PURCHASER'S sale being cancelled as a result of the breach of contract of his PURCHASER), the SELLER will have no claim for damages in terms of Clause 16. The Seller's Conveyancer will be entitled to a copy of the sale agreement of the Purchaser's property. TB EB CB

11. **72 HOUR RATIFICATION.** Prior to the fulfilment of the suspensive conditions contained in clauses 2 and 10, the SELLER retains the right to continue marketing the PROPERTY which is the subject of this agreement and in the event of the SELLER receiving a satisfactory written offer free of suspensive conditions from a third party, he shall notify the PURCHASER in writing via email, furnishing the PURCHASER with a copy of such written offer and giving the PURCHASER 72 hours notice to waive or prove fulfilment of the suspensive conditions aforementioned, and if the PURCHASER fails to give the SELLER written or faxed notice of such waiver or proof of fulfilment as aforesaid within such 72 hour period, the SELLER shall be entitled to cancel this agreement forthwith

12. **DOMICILE OF THE PARTIES.** The PURCHASER and SELLER choose as the address for the service of any notice or process from the Offer and the sale which may result upon acceptance hereof, the business and/or residential and/or email addresses set forth in the particulars furnished by themselves in the information sheet.

13. **"SECTION 29A OF ALIENATION OF LAND ACT** Should the purchase price be R250 000 or less the PURCHASER has the right to revoke this Offer or terminate the agreement in terms of Section 29A of the Alienation of Land Act No.68 of 1981 by notice to the SELLER. The notice to the SELLER must:

13.1 be in writing

13.2 be delivered to the SELLER within 5 days of the PURCHASER signing this agreement (excluding the day of signing by the PURCHASER, Saturdays, Sundays and Public Holidays.)

13.3 be signed by the PURCHASER or the PURCHASER'S agent acting on the PURCHASER'S written authority.

13.4 identify the offer or agreement which is being revoked.

13.5 be delivered to the SELLER or the SELLER'S agent.

5% (Five per cent)

14. **COMMISSION.** The SELLER shall pay agency commission of ~~5%~~ (5% PER CENT) or the sum of N/A (N/A), which shall accrue on fulfilment of any suspensive conditions contained herein, to IPC PROPERTIES, Maureen Gunston and the SELLER hereby irrevocably authorizes the conveyancing attorneys to pay such commission on Registration of Transfer. If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to IPC Property Consultants for payment of the commission in terms of this agreement and hereby irrevocably agrees that the conveyancer may appropriate any of the Purchaser's funds held for this purpose. If the PURCHASER and SELLER agree to cancel this sale for whatever reason, the PURCHASER shall be liable jointly and severally with the SELLER to the IPC PROPERTIES CONSULTANT for payment of the commission. IPC PROPERTIES and the IPC PROPERTIES CONSULTANT join this Agreement as a party for the purpose of accepting the benefits upon them by this Clause. TB EB CB

15. **FINANCIAL INTELLIGENCE CENTRE ACT:**

The PURCHASER and SELLER undertake to comply with the requirements of the FINANCIAL INTELLIGENCE CENTRE ACT No.38 of 2001, and more in particular to provide the necessary documents as required in terms of the said Act, when called upon to do so by the conveyancer or estate agent.

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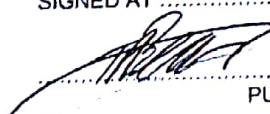
- 4.
16. **DEFAULT.** If after acceptance hereof either party fails to fulfil any of the conditions hereof, and remains in default for a period of 7 (seven) days after written notice has been given by the other party or his agents, then the aggrieved party shall be entitled without prejudice to any other right of law, to claim performance or cancellation of this contract and damages. Any amount paid by the Purchaser shall be forfeited as *rouwkoop* should this contract be cancelled as a result of the Purchaser's breach. Should the Seller's breach be as a result of plans to be approved for the PROPERTY and the Seller remains in breach for a period of 30 (thirty) days after notice has been given by the Purchaser, then the Purchaser shall be entitled to cancellation of this contract without the right to claim performance or damages. No indulgence which either party may grant to the other shall constitute a waiver of any rights of the grantor. The Purchaser's attention is specifically drawn to the provisions of this clause in terms of the Consumer Protection Act and his initials appear here as confirmation thereof. *TEB CB*
- X
17. **GENERAL.** The parties acknowledge that this Agreement constitutes the entire contract between them and that no other conditions, warranties or representations have been made by either party or their agents other than those included in this Agreement.
18. **SPECIAL CONDITIONS.** *TEB CB*
 The Purchaser to sign the Declaration form which has been completed by the Sellers
- X
19. The Estate Agent has explained to both the PURCHASER and SELLER the meaning and consequences of all the terms contained in this document, before they signed the document, and that they are under no misapprehension about what they are buying and selling and on what terms.
20. **ACCEPTANCE.** This Offer is open for acceptance and is irrevocable until *Midnight on 8th February 2022* and upon acceptance by the SELLER will constitute a sale upon the terms and conditions herein set forth.

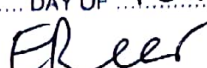
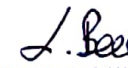
THUS DONE AND SIGNED BY THE PARTIES ON THE DATES STATED HEREUNDER:

I warrant that I have legal and contractual capacity to enter this Agreement.

The Seller/s and the Purchaser/s hereby give their consent to the estate agency/ies, parties to the contract, the financial consultant involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

X

SIGNED AT <u>Port Elizabeth</u> ON THIS <u>7th</u> DAY OF <u>February</u> 20 <u>22</u>  PURCHASER	PURCHASER
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THIS OFFER ACCEPTED AND SIGNED BY THE SELLER AT <u>Pretoria</u> ON THIS <u>8th</u> DAY OF <u>February</u> 20 <u>22</u>  SELLER	 SELLER
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The benefits conferred upon the Contractor in terms of Clause 14 are hereby accepted.

For and on behalf of
 IPC Properties

PURCHASER 1

FULL NAMES	Timothy Patrick
SURNAME	Benn
IDENTITY NUMBER	9204125020080
DATE OF BIRTH	12 April 1992
MARITAL STATUS	Single
DATE OF MARRIAGE	—
SPOUSE'S FULL NAME	—
SPOUSE'S SURNAME	—
SPOUSE'S ID NUMBER	—
INCOME TAX REF NUMBER	3877061154
RESIDENTIAL ADDRESS	9 Bernice Street, Kamma Park, PE
FUTURE POSTAL ADDRESS	50 Longwy Avenue, Lorraine
EMAIL ADDRESS	timothybenn75@gmail.com
TELEPHONE HOME	
TELEPHONE WORK	
TELEPHONE CELL	071 513 3727

PURCHASER 2 – (If applicable)

FULL NAMES	
SURNAME	
IDENTITY NUMBER	
DATE OF BIRTH	
MARITAL STATUS	
DATE OF MARRIAGE	
SPOUSE'S FULL NAME	
SPOUSE'S SURNAME	
SPOUSE'S ID NUMBER	
INCOME TAX REF NUMBER	
RESIDENTIAL ADDRESS	
FUTURE POSTAL ADDRESS	
EMAIL ADDRESS	
TELEPHONE HOME	
TELEPHONE WORK	
TELEPHONE CELL	

INFORMATION PURCHASER:

Balance of the Purchase Price from:

- A) Sale of own house..... N/A Transferring attorney.....
 Property address..... N/A Purchaser's name.....
 B) Cash (specify source)..... N/A C) Other
 D) Bond application will be made with

ATTACH THE FOLLOWING COPIES OF: *Identity documents (yours and spouse) *Marriage Certificate **The entire ante-nuptial contract *Divorce order (if applicable) *Wiring Certificate *Broker Broker Certificate *Intelligence Act Information BOTH SELLER AND PURCHASER*

Agent Information
 Fidelity Fund Certificate 2022386565

SELLER 1

FULL NAMES	ERICH
SURNAME	BEER
IDENTITY NUMBER	590111 5027 08 2
DATE OF BIRTH	11 JANUARY 1959
MARITAL STATUS	NEVER MARRIED
DATE OF MARRIAGE	—
SPOUSE'S FULL NAME	—
SPOUSE'S SURNAME	—
SPOUSE'S ID NUMBER	—
INCOME TAX REF NUMBER	0002 4030 79
RESIDENTIAL ADDRESS	101 BRUMMERIA RENAISSANCE, 44 PIET GROBLER STREET, BRUMMERIA 0184
FUTURE POSTAL ADDRESS	
EMAIL ADDRESS	erichbeer2002@yahoo.com
TELEPHONE HOME	012 804 0812
TELEPHONE WORK	—
TELEPHONE CELL	062 027 3475

SELLER 2 – (If applicable)

FULL NAMES	LINDE
SURNAME	BEER
IDENTITY NUMBER	5409230112086
DATE OF BIRTH	23 SEPTEMBER 1954
MARITAL STATUS	NEVER MARRIED
DATE OF MARRIAGE	—
SPOUSE'S FULL NAME	—
SPOUSE'S SURNAME	—
SPOUSE'S ID NUMBER	—
INCOME TAX REF NUMBER	084 234 0143
RESIDENTIAL ADDRESS	101 Brummeria Renaissance, 44 Piet Grobler Avenue Brummeria 0184
FUTURE POSTAL ADDRESS	
EMAIL ADDRESS	lindebeer2002@gmail.com
TELEPHONE HOME	012 804 0812
TELEPHONE WORK	—
TELEPHONE CELL	083 451 3482

INFORMATION SELLER:

Existing First Bondholder..... Bond Account Number.....

Existing Second Bondholder..... Where is the Title Deed

Seller's Attorney.....

Who is arranging electrical/gas and other required certificates?.....

ATTACH THE FOLLOWING COPIES OF: *Identity documents (yours and spouse) *Marriage Certificate *The entire ante-nuptial contract *Divorce order (if applicable) *Wiring Certificate *Borer Beetle Certificate *Intelligence Act Information BOTH SELLER AND PURCHASER*

Agent Information:

Fidelity Fund Certificate no. 2022388545

Income Tax no.

CONSENT TO PROCESS (USE) PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

I/We the undersigned T P Benn (Name) Erich Beer Linde Beer (Name)
hereby give my/our consent for the processing (use) of our personal information by **IPC PROPERTIES** for the purposes of carrying out the following work:

(Please tick the appropriate box):

- ☐ Assisting me with the estimated value of a property. (Info may be sourced from 3rd parties)
 - ☐ Assisting me with the marketing/sale of my property. (Info may be shared with agencies & parties if needed)
 - ☒ Assisting me with the purchase of a property. (Info may be shared with all involved in the process)
 - ☐ Assisting me with the leasing of my property. (Info may be shared with all involved in the process)
 - ☐ Assisting me with securing a property to rent. (Info may be shared with other power partners if needed)
 - ☐ The managing of property/estate/complex. (Info may be shared with all involved in the process)
 - ☐ The co-marketing of your property with other agencies. (Info may be shared with all involved in the process)
 - ☐ Other estate agency work (please specify)
-
- ☒ The drafting of a contract to purchase/lease. (Info may be shared with all involved in the process)
 - ☒ The application of a mortgage bond (Info may be shared with bond consultants if needed)
 - ☒ The assistance with Certificates of Compliance (Info may be shared with inspection co if needed)
 - ☒ The assistance with transfer of property (Info may be shared with all involved in the process)
 - ☐ Other (please specify)

This consent specifically includes the right to access my/our bank account details, as and when required to ensure that I/we receive payments or refunds due to me/us or that any payments due by me/us are debited or credited to the correct account.
This consent is furnished on condition that my/our personal information shall be used and processed in accordance with the Protection of Personal Information Act.

SIGNED AT Port Elizabeth (place) ON 7th February 2022 (date)

Timothy Patrick Benn
(Name)

(Name)

Undertaking by **IPC PROPERTIES**, unless we have your clear informed consent or the law clearly allows us in certain limited circumstances, we will not:

- ✓ Sell your personal information.
- ✓ Use your personal information for other purposes than those for which it was collected for in the first place,
- ✓ Share your personal information with third parties in circumstances other than we have referred to above.

You have the right to lodge a complaint with the SA Information Regulator if you have complaints regarding the handling of your personal information by any business.

The Information Regulator (South Africa)
PO Box 31533
Braamfontein
27 Stiemens Street
Braamfontein
2017

The Information Regulator (South Africa) e-mail: complaints.IR@justice.gov.za

Erich Beer
Linde Beer