

Negotiated by Bruce Clark

....., a Licensee of Seeff Property Services (Pty) Ltd, and holder of a valid Fidelity Fund Certificate, (hereinafter referred to as "Seeff").

I/We Mark John Digby & Tracy Leigh Digby (both) being
* the registered owner/s, or

* duly authorised by BC

..... being the registered owner

* DELETE WHICHEVER IS NOT APPLICABLE)

of the Property known as 26 The Highlands, 10 Galloway Ave.,
Douglasdale

(the Property), hereby irrevocably instruct Seeff and

..... (the Other Agent(s) to procure a willing
and able Purchaser for the Property, or for the * **legal entity** being the registered owner of
the property for the sum of R 3 150 000. —

Three Mill. in One Hundred and Fifty Thousand Rand
or such lesser amount as mutually agreed upon between the Purchaser and myself which
shall include Value Added Tax (VAT) if applicable, and where a sale is concluded pursuant
to this mandate, to monitor this sale through to transfer. 4.5%

1. Brokerage calculated at ~~7.5%~~ of the purchase price, plus VAT thereon, shall become
due and payable by the Seller to Seeff and / or the Other Agent(s) on registration of
transfer of the property or transfer of the shares or member's interest, as the case
may be, to the Purchaser. If the agreement of sale is cancelled for any reason
whatsoever or if I / we fail to accept an unconditional, full asking price offer, the
brokerage shall become immediately due and payable.

2. The brokerage shall be split as follows: Selling Agent 100% Commission

Other Agent(s)

3. Seeff and the Other Agent(s) have the mandate in respect of the property for 180
days until 24h00 on 31/01/24 from date hereof and will be
entitled to the brokerage plus VAT as set out above, if the Property or the ***legal entity**
is sold through any source whatsoever during the said period or if any Purchaser
introduced during this mandate purchases the Property or the ***legal entity** within 6
months of the ending of this mandate.

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4. Seeff and the Other Agent(s) will both also be entitled to brokerage in accordance with their ***standard rental tariff** plus VAT thereon, should they enter into a lease agreement in respect of the property with a party introduced during the period of the mandate.
5. No other agent(s) shall be afforded the right to market the Property during the period of this ***joint** mandate.
6. Seeff's and the Other Agent's representative and any prospective Purchaser/s shall have access to view the property at all reasonable times.
7. Seeff and the Other Agent(s) are hereby granted permission to erect "For Sale" signs on the property throughout the mandate and "Sold" signs for a period of 90 days after the sale.
8. I/We warrant that there are no defects in the Property, other than those that appear on the **Immovable Property Condition Report**, completed and signed by me and annexed hereto.
9. The **Fixtures and Fittings Declaration**, annexed to this mandate has been completed and signed by me. The listed items are either included, excluded or not applicable in the sale of the Property as stipulated therein.
10. I/We understand that the **Immovable Property Condition Report** and the **Fixtures and Fittings Declaration**, form part of this mandate.
11. Other conditions (if required):

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DATA PRIVACY

12. I/We agree to Seeff and the Other Agent(s) sending my/our personal information contained in this mandate ("the Data") to third parties required to list and complete the sale and subsequent transfer of the Property. Such third parties will include but not be limited to prospective purchasers, other estate agents, property advertising websites and aggregated property portals, attorneys, financial institutions, mortgage originators and compliance certificate issuing companies, bodies corporate and/or homeowners' associations and municipalities for contact purposes to allow the sale and subsequent transfer of the Property to take place, all in accordance with applicable law.
13. I / We agree that Seeff may share, with its property data service providers, the property listing date and price, date of sale and sale price, bond amount (if any) and the date that the sale becomes conclusive (when any / all suspensive conditions have been fulfilled) for sales reporting purposes.
14. Seeff and the Other Agent(s) shall continually take the appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Data; and unlawful access to, or processing of, the Data and or information shared in terms of this clause.



 Initials



DIRECT MARKETING

- 15. I/We agree to Seeff and the Other Agent(s) using my/our personal information contained in this mandate ("the Data") to:
 - 15.1 Send me marketing information via email or SMS and;
 - 15.2 Other news relating to Seeff and the Other Agent(s).

16. CANCELLATION OF MANDATE

The Seller may cancel this mandate at any time during its currency by giving Seeff, 20 (twenty) business days written notice to such effect, in accordance with the provisions of the Consumer Protection Act 68 of 2008. In such an event, Seeff may impose a reasonable penalty with regards to the services rendered to the Seller up to the date of cancellation in respect of this mandate. If the Seller is a juristic person this mandate may not be cancelled.

SELLER 1

Name: Tracy Leigh Digby (Bath)

ID Number: 880911 0189 087

Physical Address: 26 The Highlands, 10 Callaway Ave,
Douglasdale.

Email Address: tracybath@gmail.com

Telephone Number: 082 347 5301

Signed by the **SELLER** at Douglasdale, The Highlands (place) on this 9th
 day of October 2023

.....

SELLER 1

RL MD
Initials



SELLER 2

Name: Mark Digby

ID Number: 8809155267087

Physical Address: 10 Galloway Avenue, 26 The Highlands

Email Address: mark.digby@hotmail.com

Telephone Number: 072 274 6031

Signed by the **SELLER** at Douglasdale, The Highlands (place) on this 9th day of October 2023

MDJ

SELLER 2

16. SEEFF / OTHER AGENT/S

****16.1** This mandate has been negotiated by Bruce Clark (full names of the Property Practitioner), who hereby warrants the validity of their Fidelity Fund certificate as at the date of signature of this mandate, or;

****16.2** This mandate has been negotiated by (full names of Candidate Property Practitioner) who is acting under the active supervision and control of (full names of the Property Practitioner), both of whom warrant the validity of their Fidelity Fund Certificates as at the date of signature of this mandate.

..... **Property Practitioner (Seeff)** **Property Practitioner (Other Agency)**

Accepted for Seeff: Date:

Accepted for other agency: Date:

Initials BC MD