

NATURAL PERSON MANDATE – RENTAL AUTHORITY TO LIST

Mandate: Sole Exclusive Sole Open

Company Name: ILLOVO PARADISO ONE cc

1. SCHEDULE			
1.1	The Property Practitioner	Desiprop (Pty) Ltd T/A Seeff Sandton	
	Registration number / identity number	2001/013943/07	
	VAT registration number	4950196354	
	Fidelity Fund Certificate number	F109824	
	Mandatory Disclosure Form	Yes	<input checked="" type="checkbox"/>
1.2	The Landlord	Illovo Paradiso One cc	
	Registration number / IT number / identity number	2006/131297/23	
	VAT registration number	N/A	
	Income tax registration number	9142038166	
1.3	The Premises	Unit 10 Paradiso, 41 1st Avenue Illovo	
	Stand / Erf	000169-011	
	Township	Illovo	
	Being (street address)	41 1st Avenue	
1.4	Rental (monthly)	R 25 000.00	
	Deposit	R 25 000.00	
	Rental payment date		Deposit payment date
1.5	Procurement Commission (excluding VAT)	8	%
		R 25 000 Inc VAT	Amount
	Second Year's Procurement Commission (excluding VAT)		%
		R	Amount
	Additional Year's Procurement Commission (excluding VAT)		%

	R	Amount
1.6 Management Commission (excluding VAT)		%
	R	Amount
1.7 Sale Commission (excluding VAT)		%
	R	Amount

1.8	The Landlord's nominated bank account	
	Name of account holder	ILLOVO PARADISO ONE cc
	Bank	FIRST NATIONAL BANK
	Bank branch	
	Branch code	
	Account number	62815356979
	Reference	UNIT 10 RENT

1.9	The Landlord's contact details	
	Physical address	3 BENMORE BOXWOOD PLACE, BENMORE GARDENS EXT. 3
	Postal address	SANDTON.
	Home telephone	
	Work telephone	
	Cellular	082 550 1613
	Email	raineri@mweb.co.za

1.10	The Property Practitioner's contact details	
	Physical address	44B Weirda Road West, Weirda Valley, Sandton
	Postal address	PO BOX 650185, Benmore 2010
	Home telephone	011 784 1222
	Work telephone	
	Cellular	061 583 5922
	Email	sandtonleasing@seeff.com

1.11	I, the Landlord, as the owner of the Premises set out in item 1.3, nominate the Property Practitioner set out in item 1.1 to be my Property Practitioner from the Signature Date for the term set out in clause 10 of the TERMS & CONDITIONS of the mandate agreement for the purposes of:
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1.11.1	finding a Tenant only (Procurement);									X
	and / or									
1.11.2	managing any Tenant on the Premises (Management)									
	Mark either 1.11.1 or 1.11.2 or both with X									
1.12	Specific requirements in respect of a potential Tenant as recorded by the Landlord:									
1.13	Procurement Mandate: Mark additional rights and duties with an X									
	Negotiating the Lease Agreement with potential Tenants and ensuring that all suspensive and resolutive legal formalities pertaining to the Lease Agreement are complied with									X
	Informing the Tenant of all rights and duties in terms of the Lease Agreement including the Tenant's duties to pay the Rental on time and to look after the Premises									X
	Initiating and performing the incoming snag list or initial inspection of the Premises and recording all existing damages or defects to the Premises									X
	Initiating and performing the outgoing snag list or exit inspection of the Premises and recording all damages and defects to the Premises									X
	Explaining to the Tenant that the Tenant may be asked by the Property Practitioner to pay a portion of the Rental directly to the Property Practitioner if the Landlord does not pay the Property Practitioner a portion or the full amount of any Commission due to the Property Practitioner									X
1.14	Management Mandate: Mark additional rights and duties with an X									
1.14.1	Paying the Landlord to his nominated bank account as set out in item 1.8 by the date referred to in item 1.4, all Rental and ancillary expenses payable by the Tenant, including any applicable VAT									X
1.14.2	Instructing responsible attorneys to institute all legal proceedings, including issuing an application or summons, defending any legal action, settling any matter and / or evicting the Tenant. The Property Practitioner will prior to instructing the attorneys do the following:									
	contact the Landlord and inform him of the legal situation									X
	provide the Landlord with the contact details of the preferred attorney									X
	ask the Landlord for consent to refer the matter to the attorney in question									X
1.15	Where there is an existing tenant, and the Property Practitioner has entered into a Management Mandate only, the Property Practitioner shall procure the Deposit from the:	Landlord	previous property practitioner	another third party: specify						
1.16	Smoking or Non-smoking unit	Smoking Yes	No	✓						

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2. NATURE OF MANDATE AGREEMENT AND RECORDAL

- 2.1. The Landlord as the owner of the Premises hereby instructs the Property Practitioner to perform the functions of a property practitioner as defined in the PPA.
- 2.2. The Property Practitioner is instructed to perform either a Procurement Mandate or a Management Mandate, or both a Procurement and Management Mandate, in relation to a Tenant for the Premises; depending on which option is selected in item 1.11.
- 2.3. The Property Practitioner acknowledges that his specific rights and duties will depend on the type of instruction given as contemplated by the provisions of clause 2.2.
- 2.4. The Property Practitioner hereby warrants the validity of his fidelity fund certificate as at the Signature Date. The Property Practitioner hereby authorises the Landlord to conclude the Lease Agreement with the Tenant containing the following provisions:
 - 2.4.1. the Property Practitioner warrants the validity of his fidelity fund certificate as at the Signature Date; and
 - 2.4.2. the Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form, is attached as an annexure to this Lease Agreement.
- 2.5. Should the Property Practitioner be found to be in breach of clause 2.4:
 - 2.5.1. this Mandate Agreement shall be immediately terminable by the Landlord;
 - 2.5.2. the Landlord shall be entitled to claim back any amount or Commission paid to the Property Practitioner; and
 - 2.5.3. the Landlord shall be entitled to claim damages from the Property Practitioner.
- 2.6. The Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form, as set out in item 1.1, is attached as an annexure to this Mandate Agreement.

3. SPECIAL CONDITIONS

The tenant is allowed a maximum of two small pets (preferably dogs), subject to the landlords prior approval.

The tenant is permitted a live in helper/domestic and accomodation (room & bathroom) is provided.

The unit has a prepaid meter for electricity. The tenant is liable for the running costs thereof.

The unit is equipped with a power back up system (inverter and lithium battery). No solar panels are installed.

The tenant is liable for water and sanitation costs based on COJ invoices. Will be added to monthly invoice.

The tenant is liable for refuse removal based on COJ invoices (currently R485.30). Will be added to monthly invoice.

The tenant is responsible for the maintenance of the garden. Some garden tools are already available for use.

No trees/plants may be trimmed or removed without the prior consent of the landlord.

There is no swimming pool in the unit or in the complex.

The unit does have an alarm system. This alarm system can be linked to 24 hour monitoring, however all expenses related to connection and monitoring are for the tenants account.

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4. FICA DOCUMENTS TO BE ATTACHED WITH THIS MANDATE

Financial Intelligence Centre Act, 2001, all accountable institutions which includes property practitioners have a duty to know their clients and keep a record of the identity, address and income tax documents
(mark the applicable documents with an X)

Where the Landlord is a Natural person:

RSA Identity document / passport

Proof of current address

X

Proof of SARS income tax number

5. SIGNATORIES

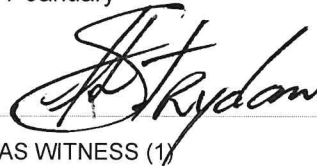
DATED AT (place) SEBENZA

ON 17 January

20 24



THE LANDLORD



AS WITNESS (1)

AS WITNESS (2)

DATED AT (place) Sandton

ON 17 January

20 24



THE PROPERTY PRACTITIONER

AS WITNESS (1)

AS WITNESS (2)

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