



## **NATURAL PERSON MANDATE – RENTAL AUTHORITY TO LIST**

		Mandate:	Sole	Exclusiv	e Sole	Open
an	y Name:					
••••	OCUEDUI E					
	SCHEDULE					
	The Property Practitioner					
	Registration number / identity n	umber				
	VAT registration number					
	Fidelity Fund Certificate numbe	er				
	Mandatory Disclosure Form		Yes	No		
	The Landlord					
	Registration number / IT number	er / identity number				
	VAT registration number					
	Income tax registration number					
	The Premises					
	Stand / Erf					
	Township					
	Being (street address)					
	Rental (monthly)	R				
	Deposit	R				
	Rental payment date		Depo	sit payment date		
	Procurement Commission (exc	luding VAT)			%	
				R	Amou	unt
	Second Year's Procurement Co	ommission (excluding VA	AT)		%	
				R	Amou	unt
	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		
	Bank		
	Bank branch		
	Branch code		
	Account number		
	Reference		
1.9	The Landlord's contact details		
	Physical address		
	Postal address		
	Home telephone		
	Work telephone		
	Cellular		
	Email		

1.10 The Property Practitioner's contact details

Physical address	
Postal address	
Home telephone	
Work telephone	
Cellular	
Email	

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:



1.11

1.11.1	finding a Tenant only (Procurement);						
	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 a resolutive legal formalities pertaining to the Lease Agreement are complied with	nd					
	Informing the Tenant of all rights and duties in terms of the Lease Agreement including the duties to pay the Rental on time and to look after the Premises	Tenant's					
	Initiating and performing the incoming snag list or initial inspection of the Premises and recording all existing damages or defects to the Premises						
	Initiating and performing the outgoing snag list or exit inspection of the Premises and recording all damages and defects to the Premises						
	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						
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						
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						
	provide the Landlord with the contact details of the preferred attorney						
	ask the Landlord for consent to refer the matter to the attorney in question						
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:  previous property practitioner	anothe party: specify					
1.16	Smoking or Non-smoking unit  Smoking Yes  No						



## 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

## 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					
Proof of SARS income tax number					
5. SIGNATORIES					
DATED AT (place)	ON		20		
<b>6</b>					
THE LANDLORD	-	AS WITNESS (1)			
		AS WITNESS (2)			
DATED AT (place)	ON		20		
Addis					
THE PROPERTY PRACTIONER	-	AS WITNESS (1)			
		AS WITNESS (2)			