

NATURAL PERSON MANDATE – RENTAL AUTHORITY TO LIST

Mandate: Sole Exclusive Sole Open

Company Name:

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"/>	No
1.2	The Landlord	Illovo Towers (Pty) Ltd		
	Registration number / IT number / identity number	2020/938375/07		
	VAT registration number	4640 30 7775		
	Income tax registration number			
1.3	The Premises	241 Oxford Road Illovo		
	Stand / Erf			
	Township	Illovo		
	Being (street address)	Oxford Road		
1.4	Rental (monthly)	R 10 000.00 1BED R19 000.00 - 2BED R26 000.00 - 3BED		
	Deposit	R 1 months depending on credit check.		
	Rental payment date	1st	Deposit payment date	1st
1.5	Procurement Commission (excluding VAT)	8	%	
		R	Amount	
	Second Year's Procurement Commission (excluding VAT)		%	
		R	Amount	
	Additional Year's Procurement Commission (excluding VAT)		%	

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

1.8 The Landlord's nominated bank account

Name of account holder	Illovo Towers (Pty) Ltd
Bank	First National Bank
Bank branch	Rivonia
Branch code	250655
Account number	63036010972
Reference	

1.9 The Landlord's contact details

Physical address	11 Swemmer Road, Silvermonte
Postal address	As above
Home telephone	
Work telephone	
Cellular	082 388 3195
Email	dmwaha@gmail.com

1.10 The Property Practitioner's contact details

Physical address	44B Weirda Road West, Weirda Valley, Sandton
Postal address	44B Weirda Road West, Weirda Valley, Sandton
Home telephone	44B Weirda Road West, Weirda Valley, Sandton
Work telephone	
Cellular	0615835922
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

[This section contains a large area of dotted lines for special conditions, which is currently blank.]

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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

Proof of SARS income tax number

5. SIGNATORIES

DATED AT (place)

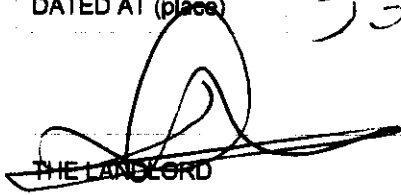
Johannesburg

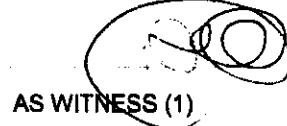
ON

26/07/2023

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THE LANDLORD


AS WITNESS (1)

AS WITNESS (2)

DATED AT (place)

ON

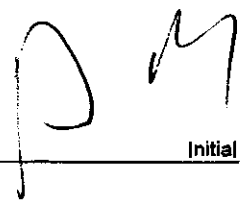
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THE PROPERTY PRACTITIONER

AS WITNESS (1)

AS WITNESS (2)


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