

Negotiated by

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

I / We..... being

~~* the registered owner/s, or~~

* duly authorised by

..... being the registered owner

~~* (DELETE WHICHEVER IS NOT APPLICABLE)~~

of the Property known as

(the Property), hereby irrevocably instruct Seeff 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

(.....)

which price shall include VAT if applicable, or such lesser amount as mutually agreed upon between the Purchaser and myself and, where a sale is concluded pursuant to this mandate, to monitor this sale through to transfer.

1. Brokerage calculated at ^{5% *}~~7.5%~~ of the purchase price, plus VAT thereon, shall become due and payable by the Seller to Seeff on registration of transfer of the property or transfer of the shares or member's interest, as the case may be, to the Purchaser, unless the agreement of sale is cancelled for any reason whatsoever or if I / we fail to accept an unconditional, full asking price offer, in which case the brokerage shall become immediately due and payable.
2. Seeff has the ***sole mandate** in respect of the property fordays until 24h00 on 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 sole mandate purchases the Property or the ***legal entity** within 6 months of the ending of this agreement, or if any tenant introduced during the period of the sole mandate subsequently purchases the property or ***legal entity**.
3. Seeff will also be entitled to brokerage in accordance with its ***standard rental tariff** plus VAT thereon, should I / we enter into a lease agreement in respect of the property with a party introduced during the period of the mandate.

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- 4. No other agent(s) shall be afforded the right to market the Property during the period of this mandate.
- 5. Seeff's representative and any prospective Purchaser/s shall have access to view the property at all reasonable times.
- 6. Seeff is 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.
- 7. 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.
- 8. 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.
- 9. I/We understand that the **Immovable Property Condition Report** , and the **Fixtures and Fittings Declaration**, form part of this mandate.
- 10. Other conditions (if required):

DATA PRIVACY

- 11. I/We agree to Seeff sending my/our personal information contained in this mandate ("the Data") to third parties required to 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.
- 12. Seeff 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.

DIRECT MARKETING

- 13. I/We agree to Seeff using my/our personal information contained in this mandate ("the Data") to:
 - 13.1 Send me marketing via email or SMS and
 - 13.2 Other news relating to Seeff.



14. **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

Name:

ID Number:

Physical Address:

.....

Email Address:

Signed by the **SELLER** at.....(place) on this.....
day of 20.....

SELLER

15. **SEEFF**

**15.1 This mandate has been negotiated by
(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;

**15.2 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

Accepted for Seeff: Date:



Explanation of words in bold italics:

****Sole mandate** means that nobody, including the owner, has the right to market the property and that if a sale is concluded, for any reason whatsoever, to a buyer who was sourced other than through Seeff, the Seller will still have to pay Seeff its full brokerage.*

****Legal entity** means a company or close corporation and includes a trust, so that if for example, the property is owned by a company and the shares in a company are sold to the purchaser, rather than the property itself, Seeff will be entitled to its full brokerage.*

****Standard rental tariff** means the rental tariff used by the rental division and specific branch of Seeff with whom you are contracting. Rental tariffs may vary from branch to branch. We encourage you to confirm with your Seeff agent what the tariff is for the branch you are mandating.*