

Negotiated by DESIREPRO (PTY) LTD T/A SEEFF SANDTON

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

I/We JODI-ANN PALMER (PEARLTON) being * the registered owner/s, or

~~* duly authorised by~~.....

..... being the registered owner * (DELETE WHICHEVER IS NOT APPLICABLE)

of the Property known as 905 | 1 KINTAMANI, 39 MULBARTON RD, BEVERLEY, SANDTON, 2191

(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 5 300 000

(FIVE MILLION & THREE HUNDRED THOUSAND Rands)

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% (NEG)} ~~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 ***exclusive sole mandate** in respect of the property for 92 days until FRIDAY 28th JUNE 2024 24h00 on ~~THURSDAY 28th MARCH~~ 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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Initials [Signature]

**Delete if not applicable 2023/07/05

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): FULLY FURNISHED IS
NEGOTIABLE AT AN ADDITIONAL COST.
.....
.....
.....
.....

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DATA PRIVACY

11. I / We agree to Seeff 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.
12. 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.
13. Seeff shall continually take the appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of the Data; and unlawful access to or processing of the Data and or information shared in terms of this clause.

Initials

****Delete if not applicable**
2023/07/05

~~SELLER 2~~

Name:

ID Number:

Physical Address:

.....

Email Address:

Telephone Number:

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

day of 20.....

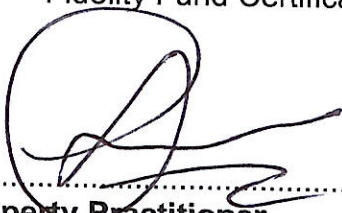
N/A

SELLER 2

16. **SEEFF**


**16.1 This mandate has been negotiated by CAROLINE NIXON
(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

Accepted for Seeff: Farewars Date: 20/3/24

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Explanation of words in bold italics:

***Exclusive 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.

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AP *SP*