

SOLE MANDATE

1.I/We, the undersigned,

Annamarie Beukes (In this contract referred to as the “Seller”) declaring to be the registered owner of: 3 Magistrate st. Mtunzini ( in this contract to as the “Property”) do hereby grant LEW GEFFFEN SOTHEBYS INTERNATIONAL REALTY – ZULULAND (In this contract referred to as the ‘agent’) , a Sole Mandate to facilitate the sale of the property upon the following terms and conditions :

2. I/We warrant that:

2.1 I/We have the right to sell the property.

2.2 If the signature or written consent of any person or owner is required to conclude a valid agreement of sale in respect of the Property, then I/we undertake to obtain the signature or written consent of each other person or owner, failing which, I/we shall be liable to the agent for payment of damages which are hereby agreed to be equal to the amount of the agent brokerage fee as agreed herein.

3. The mandate shall commence on 07.09.2023 and expire on 30.03.2024 \_\_\_\_\_\_\_\_\_\_\_\_.

4. The Seller hereby instructs the agent to procure a willing and able purchase for the Property described above for,

R 3 000 000 ( net R2 850 000) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_or such other price mutually agreed upon by the Purchaser and the Seller on terms contained herein and the agents standard offer to purchase, whereupon this mandate shall be deemed to have been fulfilled.

5. Commission

Commission at a rate of 6.5 % plus VAT, thereon shall be payable to the agent by the Seller in the following circumstances and be calculated -

5.1 on the sale price should the Seller within a period of 3 months from the end of the mandate period, sell the Property to any Purchaser who was *introduced to the Property or the Seller* by the agent during the period of this mandate *regardless of whether such introduction was the effective cause of the sale.* In other words, and if the agent can prove that he/she introduced the Purchaser during the period of the mandate, the Seller will have to pay the agent’s commission. The Seller is cautioned to check with the agent before accepting any offer from any Purchaser which he may receive during the 3 month period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the agent.

5.2 on the sale price should the Seller after the 3 months from the date on which the mandate period ended, should the seller sell the Property to any Purchaser who was *introduced to the Property or the Seller by* the agent during the mandate period where such introduction was the effective cause of the sale. The Seller is cautioned to check with the agent before accepting any offer from any Purchaser which he/she may receive during the period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the agent and whether the agent can prove that the introduction was the effective cause of the sale.

5.3 on the mandate price should the agent during the period of the mandate produce to the Seller an Offer to Purchase for the Property from a willing and able Purchaser at the full mandate price and shall be paid in full to the one of them who actually produced the offer. In other words, as long as the offer is at the full mandate price and as long as the Purchaser is properly financially qualified to purchase, the Seller will have to pay commission to the agent even though the Seller might decide not to accept the offer and/or not sell the Property.

6 The seller undertakes to:

6.1 Allow the agent or any Purchaser interested in the property access to the property at all reasonable times.

6.2 Advise the agent immediately of any offers made to purchase the property or any conditions that may affect the sale of the property.

6.3 Provide the agent with all information required to sell the property including but not limited to:

- details of any existing mortgages or liens on the property

- any zoning or environmental regulations that may affect the property

- details of any structural alterations made to the property

6.4 Not advertise or market the property through any other agency during the period of this mandate.

6.5 Allow the agent to exhibit a SOLD sign on the property upon conclusion of the sale in terms of this mandate.

6.6 Notify the agent in writing of any change of address, telephone number or other contact details.

This mandate constitutes the entire agreement between the parties and no alteration or variation hereof shall be of any force or effect unless reduced to writing and signed by both parties.

This mandate shall be governed by and construed in accordance with laws of Republic of South Africa.

The Parties agree that any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa.

**DECLARATION REGARDING PRIVACY OF YOUR PERSONAL INFORMATION**

In assisting with and facilitating this mandate and performing our responsibilities in terms of the mandate, we are required to collect and process (including the sharing thereof, as necessary) certain of your personal information. We respect and protect the personal information that we collect from you as is required in terms of the Protection of Personal Information Act 4 of 2013. Read our Privacy Policy on our website at www.sothebysrealty.co.za for more details.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_

Seller Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller Signature \_\_\_\_\_\_\_\_\_\_\_\_