



1/We Nina Ann Maritz (ID 5404060179081 No.:
)
(ID No.:
)

The Seller/s), hereby grant to Jennifer Jordaan and Troy Bhagaloo (the Agent)

of You. Realty (Pty) Ltd (Registration number: (2016/163811/07) an exclusive mandate as set out herein.

1. Mandate

The Seller hereby appoints the Agent as the sole and exclusive marketing agent to find a purchaser to sell:

ERF No: 3980 TOWNSHIP: Bryanston Ext 3

SECTION: SCHEME NAME:

EXCLUSIVE USE AREAS

2322 M2

PHYSICAL ADDRESS: 6 Spruce Street, Bryanston Ext 3, Gauteng

2. Duration

This mandate will start on signature of this agreement and will remain in force until midnight on 11 JULY 2025 (the Mandate Period).

You Realty (Pty) Ltd

Company Reg No : 2016/163811/07 • FFC No : F142850 • Address : PO Box 380 Morningside Sandton 2057

Directors : TP Richter, S Roux • E-mail : admin@yourealty.co.za • Telephone : 087 135 5577

registered with FIC

3. Terms and agreement of proposed agreement of sale

- 3.1 The purchase price required by the Seller will be the sum of R 4 200 000.
- 3.2 The sale agreement may be subject to the purchaser obtaining mortgage bond finance as may be required by the purchaser.
- 3.3 The sale agreement may be subject to the purchaser selling a property to secure all or a part of the purchase price.



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4. Commission

4%

The Seller shall pay to the Agent commission ~~7.5%~~ (plus VAT) of the gross selling price on the happening of one or more of the following events:

- 4.1 If the Agent finds a purchaser who is willing and able to purchase the Seller's Property on substantially the same terms of this mandate.
 - 4.2 Where the Seller unreasonably refuses to accept such the offer in 4.1, the commission will be payable to the Agent from the date that the Seller refuses the offer.
 - 4.3 If the Seller sells the Property to any person/entity and such agreement was entered into:
 - 4.3.1 during the Mandate Period, whether or not the purchaser was introduced to the Seller and/or the Property by the Agent, or whether or not the agreement of sale accords with this mandate; and/or
 - 4.3.2 within a period of 3 months after the expiry of the Mandate Period where such sale was as the result of the direct / indirect introduction by the Agent of the person / entity to the Seller and/or the Property and whether or not the agreement of sale accords with this mandate;
- In this event, the commission will be payable to the Agent on the date upon which registration of transfer of the Seller's Property to the person / entity occurs.
- 4.4 Upon the withdrawal of the Property from the market during the mandate period, or upon the deliberate frustration, or attempt to frustrate, the fulfillment of this mandate.

5. Obligations and Warranty by the Seller

- 5.1 During the Mandate Period the Seller shall:
 - 5.1.1 refer all enquiries, approaches and/or offers regarding the Property to the Agent;
 - 5.1.2 allow the erection of the Agents sale boards or show house boards; and
 - 5.1.3 give the Agent reasonable co-operation and assistance which will include allowing the Agent access to the Property at all reasonable times.
- 5.2 The Seller warrants that no other material defects to the buildings exist other than those disclosed to the Agent in the Disclosure Form alternatively those that have been disclosed in writing.

- 5.3 The Seller may not renew any existing lease agreement or enter into any new lease in respect of the Property during the term of this mandate without the written consent of the Agent.
- 5.4 A breach of the obligations in clause 5 is agreed to be tantamount to the frustration of the Agents marketing efforts and will entitle the Agent to claim commission from the Seller as per clause 4 above.
- 5.5 Should the Property be subject to a lease agreement, the Seller undertakes to ensure that the Agent is granted reasonable access to the Property.

6. Address for Service

The Parties choose the addresses for the service of all notices and legal process pursuant to this Agreement (domicilium citandi et executandi):

You. Realty (Pty) Ltd

P O Box 380 Morningside, Sandton 2057

The Seller

7. General

- 7.1 If this Agreement resulted from direct marketing of the Agent to the Seller, the Seller may terminate this agreement within 20 business days of the signing by giving such a notice to the Agent.
- 7.2 This Agreement constitutes the whole agreement between the Parties, and no other agreements, representations or warranties of whatsoever nature have been made, save as are included herein.
- 7.3 No variation, cancellation, novation, waiver and/or similar amendment of this Agreement will be of any force and effect, unless it is reduced to writing and signed by both Parties or their duly authorized representatives.
- 7.4 The Seller consents to the Agent erecting a "For Sale" board at the Property.
- 7.5 I/we hereby give You. Realty (Pty) Ltd and its duly authorized representatives, consent to process my/our personal information, in accordance with the provisions of the Protection of Personal Information Act, for all purposes related to the carrying out of this mandate. Such consent shall extend to the sharing of my/our personal information with your trusted legal advisors who you may approach for advice or assistance during the provision of your services to me/us.



8. **Other Conditions**

ACCEPTED BY THE SELLER:

DATED AT (place)	Bryanston	ON	Friday 11th	20	24
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SELLER

SELLER (where applicable)

We, the Property Practitioner, accept the benefits hereof:

Name: Jennifer Jordaan

Date: 26/6/2024

Signature: 

ASSISTED BY THE PRINCIPAL:

SELLER**SELLER**

Mun:City of Johannesburg

Troy Bhagaloo

082 459 4756

vivienne@korziqattorneys.co.za

[Signature]

DATE _____

11 July 2025