

OPEN MANDATE TO SELL PROPERTY

This open mandate authorizes the agent/agency to market and sell the property. The mandate does not prohibit the seller from appointing any other agencies, but merely regulates the terms for this mandate.

Seller One Name: _____ ID/Reg. no.: _____ and (if the seller is a company, close corporation or a trust) herein represented by the undersigned, duly authorised thereto being _____ Seller Two Name: _____ ID/Reg. no.: _____ and (if the seller is a company, close corporation or a trust) herein represented by the undersigned, duly authorised thereto being _____	SELLER
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AGENT/AGENCY

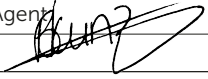
_____ 'the agent', representing
 _____ 'the agency'.

THE PROPERTY

Sectional title: Unit number: _____ (Door no.: _____) Scheme name: _____ situated on Portion: _____ (if applicable), Erf no.: _____ Suburb/Township: _____ together with garage: _____ carport: _____ parking: _____ including an undivided share in the common property of the said scheme. Full title: Portion: _____ (if applicable) of Erf no.: _____ Suburb/Township: _____ OR Farm: Portion: _____ (if applicable), of the Farm known as _____ OR Agricultural Holding: Holding _____, _____ _____ Street address: _____	PROPERTY
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1. INTRODUCTION

- 1.1. The seller currently is or has a legitimate expectation of becoming the registered owner of the property and wishes to market and sell the property.
- 1.2. The agent carries on the business of marketing properties to prospective purchasers and performs such services in the ordinary course of business for consideration.
- 1.3. The seller wants to appoint the agent/agency to market and sell the property on terms and conditions as set out in the standard pro-forma agreement of sale of the agency, which is available on request.

	Seller	Agent	Witness
1			
2			

2. MANDATE PRICE AND COMMISSION

The seller agrees that the property will be marketed as follows:

Selling price:	Commission calculated at _____ % (excluding of VAT, if applicable); <u>or</u> fixed amount of (including VAT, if applicable)	Funds available for distribution to the seller (before bond settlement, bond cancellation costs, etc.)
R _____	R _____	R _____

or such other price agreed to by the seller from time to time or such other price as offered by a purchaser and accepted by the seller. If the seller accepts a lower offer, the commission will be recalculated on the percentage set out above.

3. CANCELLATION OF MANDATE

The seller may cancel the mandate, in writing, at any time prior to the agent presenting a valid offer as set out herein without any penalty. The seller may however be held liable for commission by the estate agent if the property is sold directly or through another estate agent to a purchaser who was introduced to the property by the estate agent during the mandate period or thereafter.

4. OBLIGATIONS OF THE SELLER

- 4.1. The seller has a legal obligation to disclose the defects to the property, as defined in the Immovable Property Condition Report, **Annexure F**.

5. DEFECTS

Seller 1 initials	5.1. The estate agent may not, in terms of section 67 of the Property Practitioners Act, 22 of 2019, accept a mandate, to market the property or introduce a prospective purchaser to the property if the prescribed disclosure form is not completed and signed by the seller, delivered to the purchaser before an offer is made and integrated into the agreement of sale.
Seller 2 initials	5.2. The seller confirms that the property is not sold in the normal course of business and instructs the agent to market and sell the property voetstoots (as it is).
	5.3. The agent/agency does not purport to inspect the property or any regulatory measures for and on behalf of the seller or purchaser.
	5.4. The agent is not a supplier of property, but a supplier of an advisory service aimed at facilitating the conclusion of an agreement of sale between the seller and purchaser.

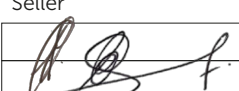
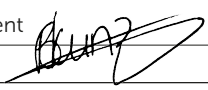
6. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA) AND FICA

All information provided in this mandate, together with all other information and documentation relating to the sale of this property is protected in terms of POPIA and will only be used for purposes of marketing and selling this property.

The seller undertakes to provide the agent/agency with all documentation and information requested by the agent/agency to fulfil the mandate and to comply with their responsibilities in terms of FICA.

7. REPRESENTATION AND AUTHORISATION

- 7.1. The signatory hereto acting as a representative of a company or close corporation (hereafter a 'legal entity') or trust, guarantees that he/she is authorised to act on behalf of entity.

	Seller	Agent	Witness
1			
2			

- 7.2. The seller guarantees that he has consent from all his co-sellers to sign this agreement.
- 7.3. If the necessary consent has not/cannot be obtained from any of the legal entity or trust or co-sellers, the signatory hereby binds him-/herself personally as surety and co-principal debtor jointly and severally for the proper fulfilment all obligations in terms of this mandate.

SELLER(S)

MANDATE GRANTED BY ME/US on this _____ day of _____ 20 ____		
Signature – Seller 1: 	Witness: _____	
Full names: _____	Name: _____	
	ID no.: _____	
Signature – Seller 2: 	Witness: _____	
Full names: _____	Name: _____	
	ID no.: _____	
The signatory confirms that the seller does not sell property in the normal course of his/her business.		

AGENCY

This mandate was negotiated on behalf of the agency by the below mentioned agent(s).

Candidate Property Practitioner or Property Practitioner acting under the supervision of a mentor:		
Bianca Erasmus	1240968	
Name	FFC	Signature

Property Practitioner/Mentor (if above Property Practitioner is under mentorship):		
Bijan Kunz	1217853	
Name	FFC	Signature

For the Agency who hereby warrants the validity of fidelity fund certificates of the business property practitioner, and all directors, members or trustees of such business on date of signature hereof:		
Name	FFC	Signature