

ECT No! - 46579



SOLE AND EXCLUSIVE MANDATE AGREEMENT

ENTERED INTO BY AND BETWEEN:

HARCOURTS CORNERSTONE
(Hereinafter referred to as the "AGENCY")

AND

Name: ZANDILE KAKANE ID No. 600107 0879 087
(Hereinafter referred to as the "SELLER")

INTRODUCTION:

The SELLER owns his property situated at: 1188 N.4.16, MDANTSANE
(Hereinafter referred to as "his Property")

The SELLER has decided to sell his property and to utilise the services of the AGENCY, to the exclusion of all other, to market his property, with a view to finding a buyer for his property who is willing and financially able to purchase the property.

AGREEMENT

1. The SELLER hereby appoints the AGENCY and its Sales Associates as the Sole and Exclusive Selling Agents and agrees to not do anything to prevent the AGENCY from fulfilling the mandate to procure a willing and able Purchaser for the property.
2. The Property description in the Deeds Office: 1188 N.4 Q
3. The GROSS Selling Price is: R 365,000 Three hundred and sixty five thousand or such lesser amount to which the SELLER may agree.
4. This Sole and Exclusive mandate shall remain in full force and effect from the date of signature hereof, until _____ (the "Sole Authority" period).
5. The SELLER irrevocably undertakes to pay the AGENCY a service fee calculated at 7%, plus VAT of the purchase price payable on any binding sale. This amount shall be deducted off the purchase price and paid to the AGENCY by the SELLER's conveyancers NO LATER than registration of transfer, whereafter the nett balance of the purchase price shall be paid to the SELLER. The SELLER further irrevocably undertakes to pay the AGENCY a service fee calculated at 7,5%, plus VAT should the AGENCY present an offer which the seller does not accept at a purchase price equal to or higher than the amount stipulated at Clause 3 hereof or if the property is sold to any person who was introduced to the property or the seller by the AGENCY.
6. This mandate agreement is binding on the SELLER and his deceased estate in the event of his death. Furthermore the SELLER is obligated to accept an offer within 24 hours of presenting same to SELLER that results in nett proceeds to SELLER as calculated in 3, 4 and 5 above. If this aforementioned understanding is breached, the SELLER agrees to pay immediately to the AGENT, as liquidated damages, commission calculated at 7.5% plus VAT on the sales price mentioned in 3 above.


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7. The SELLER confirms the accuracy of the information contained in the MANDATORY DISCLOSURE attached hereto and confirms that he has made full disclosure to the AGENCY of all defects to the property thereon, or any information that may be relevant with regard to the condition of the property. The SELLER acknowledges and specifically authorises the use of the MANDATORY DISCLOSURE in the advertisement of the property and use by the AGENCY in the performance of the mandate.
8. The SELLER further acknowledges that should he breach any of the clauses herein stated, and more specifically clause 7 above, such shall constitute a material breach of this agreement. Should any claims be made against the AGENCY arising from a failure on the SELLER's part to disclose defects he had known about, or should have known about had he taken reasonable care, THE SELLER may be held liable by the AGENCY for any such claims and does hereby indemnify the AGENCY against any such claims.
9. In the event that any one or more of the provisions contained herein, for any reason, are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

10. PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013

- 10.1 The personal information about the Seller provided in this Mandate is necessary for Harcourts Cornerstone to verify and identify the Seller to process with the marketing and transferring of the Property.
- 10.2 Personal information collected about the Seller for this Mandate and during the course of the marketing process may be disclosed for the purpose for which it was collected to other parties, including Conveyancers, their Advisors, Bond Originators, Financial Institutions, other Agents and third party Operators of reference databases.
- 10.3 If the Seller would like to access their personal information held by the Agent / Harcourts Cornerstone, they can do so by contacting the Harcourts Cornerstone office at the following number: 043 743 1410, or visiting the office at *32 Bonza Bay Road, Beacon Bay North, East London* to arrange an appointment with a Deputy Information Officer. The Seller and / or the Purchaser may request a correction of information if it is inaccurate, incomplete or out dated.
- 10.4 All the parties to this Mandate Agreement understand and declare that the personal information supplied personally by them is true and correct and has been given by their own free will and hereby give consent to the disclosure of personal information for the purpose for which it was collected. The processing of the personal information is necessary for pursuing the legitimate interests of the responsible party or the legitimate interests of a third party (such as OOBA and the Conveyancer as per example) to whom the information is supplied.

Signed at EAST LONDON on this 23 day of JUNE 2023

Seller  Spouse _____
 (I, the spouse of the Seller, hereby consent to the foregoing and all the terms contained herein)

Property Practitioner Name: _____

Property Practitioner Signature: _____

Management: _____