

OPEN MARKETING AUTHORITY

FULL TITLE RESIDENTIAL PROPERTY, FARMS AND SECTIONAL TITLE
(THE 'AUTHORITY')

granted by

De Erf Graaff Reinet (Pty) Ltd I.D. Number/s / Registration Number/s 2018/620618/07 (herein called the "Seller") to the agency, **LAC Investments (PTY) Ltd**, trading as **Harcourts Southern Cape (Fidelity Fund Certificate Reference F149328)** (herein called the "Property Practitioner").

1. The Seller has decided to sell his/her property and to utilize the service of the Agency to market this property, with a view to finding a buyer for this property who is willing and financially able to purchase the property known as:

Street Address: **Wolvas**

remainder erf 1014, erf 1015, erf 1016 and remainder erf 1018, Adendorp

Erf No: Measuring: **75 699 m²** in the Municipality of **Dr Beyers Naude**

Together with all buildings and erections thereon and all fixtures and fittings of a permanent nature pertaining thereto (the "Property") on the terms and conditions set out in this Authority.

2. The marketing price of the Property is **R 4,800,000-00** (or such other price as agreed upon by the Seller). (A nett take home amount of R 4,500,000 is required)
3. The Authority hereby granted shall commence on date of signature hereof and shall remain in force until midnight on ³¹..... /¹²..... /2024 ("the listing period").
4. The Seller shall pay to the Property Practitioner a professional fee of **5%** of the final sales figure. This said fee shall be paid if:
 - 4.1 the Seller does not accept an offer, made on normal terms and conditions, equal to, or higher than, the selling price stated in Clause 2 of this Authority, during the listing period.
 - 4.2 the Seller leases the Property directly to a person introduced by the Property Practitioner during the listing period and that person eventually purchases the Property directly from the Seller.
 - 4.3 The Agency will be entitled to claim the full commission should the property be sold within a period of 2 (two) months after this Open Marketing Authority has expired to any person who was introduced to the property or the seller by the Agency during the period of said Open Marketing Authority.

5. The Seller hereby gives consent to the Property Practitioner to place a 'For Sale' board on the Property and a 'Sold' board once the sale has been finalized.

Initial here:



6. The Seller/s confirm the accuracy of the information contained in the Sellers Declaration (Annexure C) attached hereto, if applicable, and confirms that he/she has made a 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/s acknowledges and specifically authorises the use of the Seller/s declaration in the advertisement of the property and use by the Agency in the performance of the mandate.
7. The Seller/s further acknowledges that should he/she breach any of the clauses herein stated, and more specifically clause 6 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/she had known about or should have known about had he/she taken reasonable care. The Seller/s may be held liable by the Agency for any such claims and does hereby indemnify the Agency against any such claims.
8. If any dispute arises between the Seller, Purchaser or the Property Practitioner at any time regarding any incident arising from this Authority, and/or the interpretation of this Authority, and/or the termination of this Authority, or any incident arising from the termination of this Authority, and/or a claim for the reinstatement of the Authority, the parties shall attempt to resolve the dispute by means of negotiation.
- 8.1 If the parties fail to reach an agreement, the dispute shall be resolved by means of arbitration;
- 8.2 The arbitration shall be conducted by the Arbitration Foundation of Southern Africa ("AFSA"), Head Office telephone 011 320 0600, at its closest location to the Property Practitioner;
- 8.3 The arbitration shall be held in accordance with the rules for expedited arbitration as used by AFSA;
- 8.4 The cost of the arbitration shall be for the account of the party as ruled by the presiding officer of the arbitration process;
- 8.5 This clause will apply even after termination of this Authority, of which it forms an integral part.

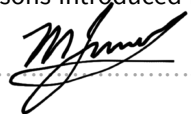
9. SELLER'S RIGHT TO COOL OFF AFTER DIRECT MARKETING IN TERMS OF THE CONSUMER PROTECTION ACT

The Seller's attention is drawn to the provisions of Clause 16 of the Consumer Protection Act in terms of which the Seller may rescind this transaction without any reason or penalty by notice to the Property Practitioner in writing or another recorded manner and from within 5 (five) business days after this contract was concluded if this agreement resulted from direct marketing. This remedy is in addition to and not in substitution for any right to rescind this agreement which may otherwise exist in law between the Property Practitioner and the Seller.

10. CONSUMER PROTECTION ACT

Insofar as the Consumer Protection Act governs this agreement and/or the relationship between the parties, it is specifically agreed that in the event of any clause or sub-clause herein not being permitted in terms of the Consumer Protection Act, such clause or sub-clause shall be severed from this agreement and be treated as if it were not a part of this agreement. All provisions which automatically apply to an agreement of this nature in terms of the Consumer Protection Act are automatically incorporated herein.

- 11. The Seller acknowledges that the meaning and consequences of this Authority has been explained to him/her.
- 12. The obligations of the Property Practitioner are as follows: -
 - 12.1 to endeavour to find a Purchaser who is legally and financially able to purchase the Property;
 - 12.2 advertise the Property;
 - 12.3 put the Property 'on show', if applicable;
 - 12.4 regularly advise the Seller regarding the marketing of the Property and marketing conditions;
 - 12.5 submit to and advise the Seller on all written offers; and
 - 12.6 supply to the Seller, after termination of this Authority, a list of all persons introduced by the Property Practitioner to the Property of the Seller.

Initial here: 

- 13. I/We the undersigned, being the authorised Seller/s, agree to the foregoing, choose as my/our domicillium citandi et executandi the address as stated hereunder, and declare the following: -
 - 13.1 I am a resident / non-resident of the Republic of South Africa;
 - 13.2 I am / am not a VAT Vendor;
 - 13.3 I am the registered owner of this Property / I have the owner's written authority to sign this Authority/ the necessary resolutions have been passed to authorise me to sign this Authority by the company and/or close corporation and/or trust;
 - 13.4 to the best of my knowledge there is no reason why the SARS would hold up any sale of this Property due to my/our personal/business tax affairs not being in order;
 - 13.5 to the best of my knowledge there is no reason why there should be a delay to any sale of this Property due to Rates and Taxes / Sectional Title or other Levies on this Property being in arrears;
 - 13.6 to the best of my knowledge there are no illegal alterations, or structures to the Property that do not have approved building plans which could cause a delay.;
 - 13.7 there is / is not a current Certificate of Compliance for electricity available for the electrical installation on the Property;
 - 13.8 Income tax
number(s).....9964787163.....
 - 13.9 Marital Status.....N/A.....
 - 13.10 How Married.....N/A.....


- 14. Transferring Attorney Appointed:
Derek Light Attorneys.....
Telephone Number:
049 891 0183.....

15. **Femke Houterman** (Name of Property Practitioner) hereby warrants the validity of his/her Fidelity Fund Certificate as at the date of signature of this Agreement.

16. Other conditions

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Signed at Graaff-Reinet this 26 day of January
2024


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SELLER

Full names De Erf Graaff Reinet (Pty) Ltd
represented by Morné Johannes van Jaarsveld

Tel (Home/Cell)

Tel (Work) 049 891 0825

E-mail address riaan@montego.co.za

Street Address 2 Bresler Street
Graaff-Reinet, 6280

Postal address PO Box 273, Graaff-Reinet, 6280

Marital status N/A

status.....

SARS income tax nr 9964787163

Initial here: 

THE FINANCIAL INTELLIGENCE CENTRE ACT (FICA)

ACT NO 38 OF 2001, RECORD OF PRESCRIBED CLIENT PARTICULARS [NATURAL PERSON: SOUTH AFRICAN CITIZEN]

Supporting the abovementioned act, we require the following documentation for all buyers to accompany this agreement.

Please tick if attached;

Seller 1

Copy of ID	Proof of Address	Proof of SARS Income Tax No.
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Seller 2

Copy of ID	Proof of Address	Proof of SARS Income Tax No.
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We, the Agents, LAC Investments (Pty) Ltd, trading as **Harcourts Southern Cape**, hereby accept this Marketing Authority.

Signed at _____ this _____ day of _____
20____

PROPERTY PRACTITIONER
(REGISTERED WITH THE P.P.R.A)

Office: 028 007 0372
Cell: _____
E-mail: _____

PRINCIPAL/DIRECTOR

Office: 028 007 0372
Cell: _____
E-mail: _____

CANDIDATE PROPERTY PRACTITIONER
(REGISTERED WITH THE P.P.R.A)

Office: 028 007 0372
Cell: _____
E-mail: _____

Initial here 

ANNEXURE C - DECLARATION BY THE SELLER

This declaration is made by the Seller / Owner in the utmost good faith and the answers provided reflect a true and honest appraisal of the property as I know it. I/We confirm that we are not aware of any material defects to the property or the building or its accessories other than those listed below; 'material defects' meaning any condition, whether latent or patent, that would or could have a significant adverse impact on, or affect, the value of the property or its expected future lifespan or the health and/or safety of any of its future occupants.

	YES	NO	N/A
1. I am aware of electrical faults / problems relating to the electrical installation or fitted accessories?		X	
2. I am aware of illegal electrical extensions, disconnections or damaged or inoperative fittings or permanent appliances / equipment? E.g. stove, extractor, oven, air conditioner, heaters or ceiling fans, or illegal extensions such as light fittings, water feature pumps, etc.?		X	
3. I am aware of faults relating to the geyser e.g. leaks, faulty seal kits, low geyser pressure?		X	
4. I am aware of faults relating to the drainage installation e.g. blocked drains, sewers, storm water pipes or gutters?		X	
5. I am aware of any problems relating to leaking taps / ruptured pipes?		X	
6. I am aware of any missing keys to all doors?		X	
7. I will deliver at least remote controls in working order for each gate, garage door etc.?		X	
8. I am aware of faults relating to security installations e.g. alarm, burglar bars and security gates?		X	
9. I am aware of faults relating to the pool, equipment, piping and pump (including cracks, leaks and general operation of the equipment etc.)?		X	
10. Have there been any recent repairs to any of the items specified in 9 above?		X	
11. I am aware of damp problems in any of the buildings e.g. rising or lateral damp?		X	
12. I am aware of roof leaks of any kind?		X	
13. I am aware of any cracks, leaks or problems with the baths, basins, toilets, cisterns or showers?		X	
14. I am aware of any cracked or broken floor tiles or damage to wood/laminated flooring?		X	
15. I am aware of any structural defects e.g. cracks in walls, floor slab or any settlement of any kind?		X	
16. I am aware of any burns, stains, tears or badly worn areas relating to the fitted carpets?		X	
17. I am aware of any faults to built-in cupboards?		X	
18. I am aware of any faults to any door handles and window catches?		X	
19. I am aware of any discrepancy between the physical position of the current boundary fence/walls and the true boundary of the PROPERTY?		X	
20. I am aware of any building restrictions or registered servitude on the PROPERTY?		X	
21. I am aware of any discrepancy between any building improvements and solid roofed areas (e.g. carports) and the approved building plans?		X	
22. Do you possess copies of the approved building plans?		X	
23. The PROPERTY is not subject to a lease. If YES, date of expiry, 2 months cancellation notice.....	X		
24. I have resided in the PROPERTY for approximately ...9..... years			

25. The following items are specifically excluded from the sale of the property:

As we are not physically on the premises, an inspection needs to be done by purchaser
as we may not be aware of any defects that is not reported to us.

Initial here: 


26. STATUS OF THIS DECLARATION:

- 26.1 This declaration does not constitute a guarantee and/or warranty of any kind or nature by the Seller / Owner of the property or by the Estate Agent representing the seller in any transaction. This declaration should therefore not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the property.
- 26.2 Notwithstanding the above, the seller acknowledges that prospective purchasers of the property may rely on this declaration when deciding whether, and on what terms, to purchase the property and that this declaration and the contents hereof will be made available to the prospective purchasers and will be annexed to the deed of sale.

27. COMMENTS OR QUALIFICATIONS IF ANSWERED "YES" ON ANY OF THE ABOVE ITEMS:

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Signed on this 26 day of January 2024



SELLER OR AUTHORISED REPRESENTATIVE

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HARCOURTS CONSULTANT

PURCHASER

Initial here:

PROTECTION OF PERSONAL INFORMATION (POPIA):

The personal information you provide in this Exclusive/Joint/Open/ Marketing Authority is necessary for the Property Practitioner to verify and identify you, to proceed with the marketing and advertising of your property, and to manage the selling process. Personal information collected about you in this contract and during the course of the selling process, if the Sale is successful, may be disclosed for the purpose for which it was collected to other parties including conveyancers, their advisors, Bond originators, Financial Institutes, other Property Practitioners and third-party operators of reference databases. Information already held on other reference databases may also be disclosed to the Property Practitioner and/or other parties involved in the proceeding of the selling of your property. If you would like to access the personal information the Property Practitioner holds, you can do so by contacting our office to arrange an appointment. You may also correct the information should it be found to be inaccurate, incomplete, or out of date.

I/We understand and declare that the information supplied is true and correct and has been given by my/our own free will and **hereby give consent** to the disclosure of my/our personal information for the purpose of selling and advertising of my/our property as described above.

SIGNED AT Graaff-Reinet ON THE 26 DAY OF
January 2024


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SELLER

SPOUSE/CO-OWNER