

Home 10/12
CT 1/01
Ref 7/01

This is the signed copy



The EXECUTOR being
Winnie Nonpumelelo Alexander
8703020447083 of Standard
Trust. Please see below.

SOLE AND EXCLUSIVE MANDATE
ENTERED INTO BETWEEN

ESTATE WIFE CHRISTOPHER WILLIAM PETER ROSE (THE SELLER)

Executor: STANDARD TRUST, (THE PROPERTY PRACTITIONER)
and 073-368-9620 / 086 078 5272
021-522-0429 / Barbara Rogers (Harcourt)

Who hereby warrants the validity of his / her / its Fidelity Fund certificate as at the date of signature of this Agreement and duly registered with the PPRA, on behalf of

Barbara Rogers of Harcourts Milton. (THE AGENCY)

The Seller hereby grants to the Agent a Sole and Exclusive Mandate to offer for sale the property known as
Street Address: 2 VILLA VALENCIA 588 TOWN BUSH ROAD, OAK PARK, PIETZMARITZBURG
Erf/Portion No: ERF 3005 P4n 199 PM BURG
In the Township and/or Municipality of: MSUNDUZI
Measuring: Land: 303 m². Improvements:

Additional information for sectional title property:
Name of Development: Villa Valencia Sectional Scheme no: 158/1991
Section no: 2 being Apartment/Townhouse no: 2 Section no: being Garage/Carport no:
Exclusive use area(s):

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.

- 1. Even though the seller has an expected value for the sale of his/her home, the final non-disclosed reserve price will be instructed by the seller to the auctioneer in the week leading up to the Auction Day. The "Reserve price Instruction" document shall be supplied to the seller in the week leading up to the day of the auction. The Reserve Price shall include the commission and VAT thereon as stated in clause 3.
- 2. The sole and exclusive mandate hereby granted shall commence on date of signature hereof and shall remain in force until 22h00 on the 25 day of August 2023.
- 3. The Seller will pay to the Agent a commission, calculated at an amount of 7.5% of the purchase price of the property plus VAT calculated on such commission at the rate applicable from time to time. This fee is deemed to be earned when the property has been unconditionally sold. Should there be insufficient (we refer to an exclusive mandate @ 5.5% + Vat)

T 078 064 5731 E auctions@harcourts.co.za | harcourts.co.za
Unit 1, Pioneer Campus, 1A Pioneer Road, Kloof, 3610 | Postnet 52, Private Bag X3, Westville, Durban, Kwazulu Natal, 3630
Property Referral Network (Pty) Ltd (Reg. No. 1991/025340/07) trading as "Harcourts Real Estate (SA)" (Vat No. 4680121631)
Chief Executive Officer: C.R. Gray | Chairman: R. Willink-Koelen | Directors: E. Krugers, L.D. Barbosa, S.M. Camdoc-Davies, M. Green, S.J. Smith, A. Jansen van Vuuren

Market at 28/11
R 2,750 000.

Ganlie & Bousfield (DBN)
Tracy

Lenny
Noi.

proceeds from the sale for the Seller to settle their bond, if any, the Seller undertakes to make an alternative arrangement for payment of the commission due above.

4. If the Seller sells the property through any person (including the Seller), other than the Agent, during the mandated period, then the Seller agrees to pay the Agent on demand as liquidated damages a sum equal to the commission plus VAT as set out in clause 3.
5. The Seller furthermore agrees to pay commission to the Agent in the event that a sale of the property occurs within ninety days after the termination of this mandate (whether by the effluxion of time or otherwise) to a person who was, during the mandate period, introduced to him or the property as a potential purchaser thereof by the Agent or any third party.
6. The Seller acknowledges that the meaning and consequences of the material provisions of this Authority has been explained to him/her.
7. If any dispute arises between the Seller, purchaser or the Agents 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.
 - 7.1. If the parties fail to reach an agreement, the dispute shall be resolved by means of arbitration.
 - 7.2. The arbitration shall be conducted by the Arbitration Foundation of Southern Africa ("AFSA"), Head Office tel 011 320 0600, at its closest location to the Agent.
 - 7.3. The arbitration shall be held in accordance with the rules for expedited arbitration as used by AFSA.
 - 7.4. The cost of the arbitration shall be for the account of the party as ruled by the presiding officer of the arbitration process.
 - 7.5. This clause will apply even after termination of this Authority, of which it forms an integral part.
8. The Seller consents to the Agent erecting a "FOR SALE / ON AUCTION" board on the property for the duration of this Agreement.
9. The Property will be listed as For Sale By Auction, with the Auction intended to be held on the fourth Thursday after the property going live online. - *on a date decided on.*
10. The Seller will pay a once-off fee of R1,500 plus VAT (One Thousand Five Hundred Rand) as an administration fee prior to activation the Listing on the Auction Platform and other portals.
11. **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 Agents in writing or another recorded manner and form within 5 (five) business days after this contract was concluded if this agreement resulted from any 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 Agent and the Seller.

12. CONSUMER PROTECTION ACT

