



# EXCLUSIVE MARKETING AUTHORITY

(FULL- AND SECTIONAL TITLE RESIDENTIAL PROPERTY AND AGRICULTURAL HOLDINGS)  
(THE "AUTHORITY")  
granted by

.....**BRUCE JOHN MCKENZIE**.....

ID. Number/s.....**7504275173080**..... (herein called the "Seller")

to the agency of Hcourts Property Consultants, (Reg. No. CK 2020/768480/07) (VAT No. 4130294152) trading as Harcourts Hilton (herein called the "Agent").

1. The Seller hereby irrevocably appoints the Agent, who by signing this Authority accepts such appointment, as sole and exclusive agent for procuring a willing and able purchaser for the property known as:

Street Address - .....**17 PATTERSON ROAD, HILTARA PARK, HILTON.**

.....  
Erf/Portion .....**ERF 613 PTN 8 HILTARA PARK...TO BE SUBDIVIDED TO**

- 1. Proposed rem of Ptn 8 of Erf 613 ( 2683 sq.m) (R 3,800 000)**
- 2. Proposed Ptn 9 (of 8) of Erf 613 (1611 sq.m) (R500 000)**
- 3. Proposed Ptn 10 (of 8) of Erf 613 (1617sq.m) (R 600 000)**
- 4. Proposed Ptn 11 (of 8) of Erf 613 (2514 sq.m) (R2,800 000)**
- 5. Proposed Ptn 12 (of 8) of Erf 613 (1676 sq.m) ( R650 000)**

In the Township and/or Municipality of - **HILTON, UMNGENI**.....

Measuring: Land.....**1,0101HA - Erf 613 ptn 8**.....  
Buildings.....

<i>Additional information for sectional title property:</i>			
Name of Development.....	<b>N/A</b> .....	Sectional no.....	Scheme no.....
Section no..... being Apartment/Townhouse nr.....		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.

2. The gross price required by the Seller for the Property AS ERF 613 PYN 8 R 7,500 000 or individual subdivisions priced as above 1-5 as per Dave's valuation.  
or such other price as may be agreed upon by the Seller and the Agent.
3. The Authority hereby granted shall commence on .....**date of signature** and shall remain in force until 20:00 on .....**18 months from date of signature** (date) ("the listing period").

4. The Seller shall pay to the Agent a professional fee of ~~7% (seven per cent)~~ **6% (six per cent)** of the final sales price plus value added tax, currently 15% (fifteen percent) thereof, totaling 6.90%. The said fee shall be paid if:
  - 4.1. the Property is sold during the listing period whether by the Agent, the Seller or any other person,
  - 4.2. the Property is sold by the Agent, the Seller or any other person, to any person who was introduced to the Property during the listing period,
  - 4.3. 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,
  - 4.4. the Seller leases the Property directly to a person introduced by the Agent during the listing period, and that person purchases the Property eventually direct from the Seller.
  - 4.5. The property is sold by the Agent, the Seller or any other person to the spouse of any person referred to in paragraph 4.2 above or to any company, close corporation or a trust of which any person referred to in paragraph 4.2 above is either a director or shareholder or member or trustee or beneficiary of such company, close corporation or trust.
  
5. The Seller undertakes that he shall not, during the listing period, grant to any other estate agent the rights granted to the Agent in terms of this Authority.
  
6. The Seller acknowledges that the meaning and consequences of the material provisions of this Authority has been explained to him/her.
  
7. The Seller hereby gives consent only to the Agent to place a "For Sale" board on the Property before the sale and a "Sold" board after the sale, subject to the rules and regulations of the Local Authority.
  
8. If any dispute arises between the Seller, purchaser or the Agent 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 tel: 011 320 0600, at its closest location to the Agent.
  - 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. The obligations of the Agent are as follows: to
  - 9.1 endeavour to find a Purchaser who is legally and financially able to purchase the Property;
  - 9.2 advertise the Property in the media;
  - 9.3 put the Property "on show", if applicable;
  - 9.4 regularly advise the Seller regarding the marketing of the Property and marketing conditions;
  - 9.5 submit to and advise the Seller on all written offers; and
  - 9.6 supply to the Seller, after termination of this Authority, a list of all persons introduced by the Agent to the Property or the Seller, if requested.

Other terms: **It is noted that the lease on the main house terminates 30 April 2025**

**10 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 Agent 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.

11 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.

12 I, the undersigned, being the authorised Seller, agree to the foregoing, choose as my *domicilium citandi et executandi* the address as stated above, and declare the following:

- 12.1 I am a resident / non-resident of the Republic of South Africa;
- 12.2 I am / am not a VAT Vendor;
- 12.3 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;
- 12.4 to the best of my knowledge there is no reason why the SARS would hold up any sale of this Property due to my personal/business tax affairs not being in order;
- 12.5 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;
- 12.6 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.;
- 12.7 I am aware that pest, gas, electrical and invasive plant certificates are required.
- 12.8 Income tax number(s).....
- 12.9 Marital status..... How Married.....
- 12.10 Nomination as conveyancers: ...**Snyman Leaker - Andrew Snyman 083 3877579**

**andrewsnyman@slalaw.co.za..**

13. Special note – The transfer of Ptn11 to Triple Creek Chicks (TCC) is excluded from this mandate.

SIGNED AT Woking ON THE 10 DAY OF Feb 2024

Andrew Snyman  
SELLER

Cell Number - +44 (0) 7916396443  
Email address - msnyman@imaginet.co.za  
Postal Address - 15 Parkside Rd, Hilton, 3205

WITNESSES: 1) [Signature]

2. \_\_\_\_\_

[Signature]

**SPOUSE/CO-OWNER**

I, the Seller's spouse/co-owner, consent to the foregoing and all the terms and conditions contained herein.

SYLWIA MCKENZIE

Name



Signature

Date of Birth 1974/02/11

13. We, the Agents, Hcourts Property Consultants trading as Harcourts Hilton hereby accept the Authority.

SIGNED AT ..... ON THE ..... DAY OF ..... 20.....

\_\_\_\_\_  
Principal

**WITNESSES:**

\_\_\_\_\_  
2. \_\_\_\_\_