

WAKEFIELDS

ESTATE AGENTS

AGREEMENT GRANTING A SOLE AND EXCLUSIVE MANDATE TO SELL UNDER THE CONSUMER PROTECTION ACT

1. PARTIES

- 1.1 105 SIKH Avenue (Pretoria) Trust
of (address) 105 Sikh Av, Mamelodi 0098
- 1.2 WAKEFIELDS REAL ESTATE (Pty) Ltd Gateway ("WAKEFIELDS")
of (address) Shop 4, 12 on Palm Boulevard

2. PROPERTY DETAILS (INCLUDING IMMOVABLE PROPERTY CONDITION REPORT ATTACHED HERETO)

- 2.1 The property to be sold is Erf / Lot No / Flat No: 126
In the township of / or Building known as: SS Summer Park
And situate at (street address) 146 Summer Way Lane.
- 2.2 The required price is R 1 915 000 (One million nine hundred and seventy five thousand RANDS)
or such lesser amount as the Seller may be prepared to accept and is payable against registration of transfer. The full terms of the sale shall be as contained in WAKEFIELDS standard sale documents, a copy of which is available to the Seller on request.
- 2.3 The Seller and/or his duly appointed representatives is obliged to complete and sign the annexed Disclosure by Seller form in accordance with Section 67 of the Property Practitioners Act 22 of 2019.

3. GRANT OF MANDATE

- 3.1 The Seller hereby irrevocably grants to WAKEFIELDS, for the period commencing from the date of signature hereof and terminating at midnight on the 5th day of May 20 23 ("the Mandate period") a sole and exclusive mandate to offer the Property for sale substantially in accordance with the provisions of 2.2 above. Upon expiry of the mandate period this Agreement will automatically lapse and be of no further force or effect whatsoever.
- 3.2 The Seller undertakes that he will not, during the mandate period, appoint or allow any other estate agent to sell or endeavour to sell the Property, nor will he or any other party on his behalf sell or endeavour to sell the Property.
- 3.3 The Seller undertakes to pay to WAKEFIELDS a commission of 5% (~~seven comma five per cent~~) plus VAT thereon and calculated on the purchase price accepted by the Seller during the currency of this Agreement (subject to such commission not being less than R3 500 plus VAT thereon), upon fulfillment of any conditions to which such sale may be subject but not later than registration of transfer. Such commission is always payable by the Seller in the event that a sale of the Property occurs:
- 3.3.1 within 30 (thirty) days after the termination of this Agreement (whether by 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 WAKEFIELDS or any third party; or
- 3.3.2 after the expiry of a period of 30 (thirty) days after such termination and WAKEFIELDS was the effective cause of such sale.
- 3.4 If, during the mandate period, the Seller sells the Property through any person (including the Seller) other than WAKEFIELDS, then the Seller agrees to pay WAKEFIELDS on demand, as liquidated damages, a sum equal to the commission plus VAT as set out in Clause 3.3.
- 3.5 The Seller undertakes to co-operate with WAKEFIELDS in its endeavours to sell the property, which endeavours shall include permitting a 'For Sale' board to be erected on the Property (subject to Local Authority By-Laws), facilitating access to the property at all reasonable times for showing it to Estate Agents and potential Purchasers.
- 3.6 In the event of the Seller, at any stage during the currency of the sole mandate period, or within the period referred to in Clause 3.3 above, electing to lease the property, or proceeding to lease the property, then such lease agreement shall be entered into through the agency of the sole agent. In the event of the tenant proceeding to purchase the

property within a period of 12 months after taking occupation of the property, then the Seller will pay to the sole agent commission as set out in Clause 3.3.

3.7 The Signatory hereto:

3.7.1 is aware of the Wakefields Policy on Personal Information as required in terms of the Protection of Personal Information Act (POPIA) which is available on Wakefields website www.wakefields.co.za and further confirms that the information provided by him/her in respect of third parties has been obtained in compliance with the provisions of the POPIA and that he has the necessary authority to make it available to Wakefields for the purposes of this mandate, the conclusion of any Sale Agreement pursuant hereto and any matters ancillary and or flowing therefrom; and

3.7.2 consents to the processing and retention of such personal information and that of any third party that he may disclose for the purposes of giving effect to the fulfilment of this mandate as well as further data processing in relation to similar products or related services offered by Wakefields as required by POPIA. This may include the need to share any such information with certain of Wakefields third party service providers where necessary.

3.8 Wakefields Real Estate (Pty) Ltd hereby warrants the validity of its Fidelity Fund certificate as at the date of signature of this agreement.

CONSUMER PROTECTION ACT

The Seller hereby acknowledges that this mandate is as a result of direct marketing by the agent. Direct marketing means that the Seller was approached in person or by email or electronic communication by the Agent for the direct or indirect purpose of the agent offering his services to the seller.

The Seller confirms having been advised that as this mandate has been granted as a result of direct marketing by the Agent:

- then the seller may within 5 business days of date of signature hereof, in terms of section 16(3) of the Consumer Protection Act, cancel same without reason or penalty, by giving the Agent written notice of such cancellation;
- the parties agree that the agent will only commence marketing the property upon the expiry of the 5 day period referred to above; and
- should the mandate have been concluded during the prohibited period as referred to in the Consumer Protection Act, then the Seller confirms that his engagement by the Agent during this period was at the Seller's request and with his consent.

For purposes of section 12(2) of the Act, the following are days, dates, public holidays or times of days when a supplier may not engage in any direct marketing directed to a consumer at home:

- (a) Sundays or public holidays contemplated in the Public Holidays Act, 1994 (Act No. 36 of 1994).
- (b) Saturdays before 09h00 and after 13h00.
- (c) All other days between the hours of 20h00 and 08h00 the following day.

The Seller (or the duly appointed representative acting for the Seller) warrants that all the material terms of this Exclusive Sole Mandate Agreement have adequately been explained to him by the Wakefields Estate Agent prior to signature of the agreement and that he understands all the terms of the agreement.

THUS DONE AND SIGNED BY THE PARTIES ON THE DATES STATED HEREUNDER:-

DATE 7/3/23

WITNESS _____

DATE 7 March 2023

Jadache Arron
AGENT
[Signature]

SELLER _____
(OR DULY AUTHORISED REPRESENTATIVE)

[Signature]
WAKEFIELDS REAL ESTATE (PTY) LTD

066 258 5582
PHONE NO

WAKEFIELDS

— ESTATE AGENTS —

OUR OBLIGATIONS

IN RESPECT OF THE SOLE AND EXCLUSIVE MANDATE TO SELL UNDER THE CONSUMER PROTECTION ACT

We undertake:

- 1 To use our best endeavours to find a Purchaser who concludes a binding agreement for the purchase of the property, from the Seller on such terms and conditions as may be acceptable to the Seller for the purposes of fulfilment of the Sole and Exclusive Mandate to Sell. Without in any way derogating from the generality of the foregoing, we undertake, at our sole cost and expense, to:
 - 1.1 thoughtfully employ suitable method(s) of promoting the property and at intervals necessary for the successful sale of such property; and
 - 1.2 take all reasonable steps to put the property on show on as and when
tenant is available; and
 - 1.3 communicate with the Seller at regular intervals during the mandate period to advise him of progress concerning the sale of the Property and
 - 1.4 furnish the Seller with all written offers to purchase the Property forthwith upon such offers being received by us; and
 - 1.5 erect, on the Property, and maintain at our discretion and our expense, a 'For Sale' board and 'Sold' board subject to Local Authority By-Laws; and
 - 1.6 Advertised on Prop 24 and Private
property
 - 1.7 Wakefields website, Facebook and
Social media Platforms.
 - 1.8 HD videos and photography to be
done.

In the event of our failing to comply substantially with the provisions of 1 above and persisting in such failure for a period of 7 (seven) days after receipt of a written notice from the Seller calling upon us to remedy the failure complained of, the Seller shall be entitled to forthwith cancel this agreement in writing subject, however, to any rights and obligations which may have accrued prior to such cancellation.

WAKEFIELDS

ESTATE AGENTS

IMMOVABLE PROPERTY CONDITION REPORT

(obtained in accordance with Section 67 of the Property Practitioner's Act 22 of 2019 and reproduced from the Government Gazette R45735, 14 January 2022)

1. Disclaimer

This condition report concerns the immovable property as described below (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report 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.

2. Definitions

In this form -

"to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

"defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3. Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4. Provision of additional information

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5. Statements in connection with property

	YES	NO	N/A
1. I am aware of the defects in the roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. I am aware of the defects in the electrical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. I am aware of the defects in the plumbing system, including in the swimming pool (if any)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. I am aware of the defects in the septic or other sanitary disposal systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. I am aware of structural defects in the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. I am aware that remodelling and refurbishment have affected the structure of the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. I am aware that a structure on the Property has been earmarked as a historic structure or heritage site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

