

WAKEFIELDS

ESTATE AGENTS

AGREEMENT GRANTING AN OPEN MANDATE TO SELL

1 PARTIES

1.1 MARY VICTOR KASSNER (Seller)

Of (address): 1002 FASCA DALE RD RAMSGATE

WAKEFIELDS REAL ESTATE (Pty) Ltd RAMSGATE BRANCH ("WAKEFIELDS")

Of (address): MARINE DRIVE
RAMSGATE

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

2.1 The Property to be sold is Erf / Lot No / Flat No: 1002

In the township of / or Building known as: _____

And situate at (street address): 1002 FASCA DALE RD
RAMSGATE ("the Property").

The required price is R 2,295,000

Two million, two hundred & Ninety 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 document, a copy of which is available to the Seller on request.

2.3 The Seller and/or his duly appointed representative(s) is obliged to complete and sign the annexed Immovable Property Condition Report in accordance with Section 67 of the Property Practitioners Act 22 of 2019.

3. GRANT OF OPEN MANDATE

3.1 The Seller hereby grants to WAKEFIELDS for the period commencing from the date of signature hereof an open mandate to offer the Property for sale substantially in accordance with the provisions of 2 above.

3.2 The Seller undertakes to pay to WAKEFIELDS a commission of ^{5% incl vat} 7,5% (seven comma five per cent) plus VAT thereon and calculated on the purchase price accepted by the Seller during the currency of this Agreement, upon fulfillment of any conditions to which such sale may be subject but not later than registration of transfer.

3.3 **Under no circumstances is this mandate to be construed as a Sole Mandate.**

3.4 If, during the course of this open mandate, the Seller sells the Property through any person or other Estate Agent (including the Seller), then the Seller agrees to immediately inform WAKEFIELDS of such sale.

3.5 The Seller hereby grants WAKEFIELDS permission to erect a 'For Sale' board on the Property, at WAKEFIELDS' expense, (subject to Local Authority By-Laws), and it is understood that WAKEFIELDS will bear all the costs of any advertising placed by WAKEFIELDS.

3.6 The Signatory hereto:

3.6.1 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

3.6.2 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.

3.7 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 / is not (delete wherever is not applicable) 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 in the event of this mandate having 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.

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

DATE 27/9/2023

WITNESS _____

SELLER *Mans*
(OR DULY AUTHORISED REPRESENTATIVE)

DATE _____

WAKEFIELDS REAL ESTATE (PTY) LTD

AGENT MANS LUYT

PHONE NO.: 081 5078589

AGENT _____

PHONE NO.: _____

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die beprofs van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakke.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakke agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek/distriktkantoor van die DEPARTMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

1

I.D. No. 540712 5161 08 5



S. A. BURGER/S. A. CITIZEN

VAN/SURNAME
KASSNER

VOORNAME/FORENAMES
MARK VICTOR

GEBORTEDISTRIK OF LAND/
DISTRICT OR COUNTRY OF BIRTH

N. RHODESIA

GEBORTE DATUM/
DATE OF BIRTH

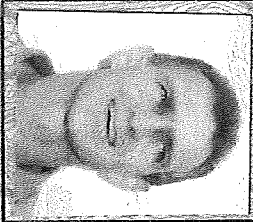
1954-07-12

DATUM UITGEREIK
DATE ISSUED

2002-02-01

UITGEREIK OP GESAAG VAN DIE
DIREKTEUR-GENERAAL:
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL
HOME AFFAIRS





HELLO, PATTY



[ABOUT US](#)

[CONTACT US](#)

- [HOME](#)
- [MY HISTORY](#)
- [MY AREA](#)
- [MY SETTINGS](#)
- [MY ACCOUNT](#)
- [HELP](#)
- [TRAINING](#)

[PROPERTY NEWSLETTER](#)

[Home](#) > [Property Report Search](#) > [Property Report](#)

- [PDF Export](#)
- [New Search](#)
- [Email Report](#)
- [Report An Error](#)

[VIRTUAL TOUR](#)

Property Report

Client: Wakefields Shelly Beach
 User: Patty Sampathmany
 Tracking #: Blueprint_Prop:20230927125644
 Report Date: 2023/09/27
 Report #: 58405568

Property Details

Property Type: FREEHOLD
 Province: KWAZULU NATAL
 Township: RAMSGATE
 Portion #: 0
 Suburb: RAMSGATE
 Street #: 1002
 Last Sales Date: 20210314
 Land Size (Registered): 1322 m²
 Land Size (Cadastral): 1325 m²
 Estimate Size Under Roof: Not Available

Legal Description: Erf 1002 RAMSGATE HIBISCUS COAST KWAZULU NATAL Hide on print
 Municipality: Ray Nkonyeni
 Erf #: 1002
 Street: Fascadeale ROAD
 Last Sales Price: R 1 950 000
 Coordinates (Lat\ Long): Google Maps: -30.8915, 30.3463 | [Street View](#)
 SG Code: N0ET02720000100200000

Owner Details

Owner Name	ID / Registration Number	Title Deed No	Share	Marital Status	Get Report
KASSNER MARK VICTOR	5407125161085	T20410/2021		Not Available	EzScore Report

[Help](#)

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 situated at 1002 Fascadeale Rd, Langgate (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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
5. I am aware of the defects in the septic or other sanitary disposal systems	<input type="checkbox"/>	<input checked="" 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 filling 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 checked="" type="checkbox"/>	<input 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"/>

ADDITIONAL INFORMATION:

I added shearweave blinds to the verandah & enclosed the deck above the verandah.

I also added blue lights to the big tree in the front garden. I added beams to the outside area & barbed wire on top of all the precast walls.

6. Owner's certification

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

7. Certification by person supplying information

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8. Notice regarding advice or inspections

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9. Buyer's acknowledgement

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property. The prospective buyer acknowledges receipt of a copy of this statement.

DATED AT Ramsgate THIS 23rd DAY OF September 2023

SELLER *Massie*

DATED AT _____ THIS _____ DAY OF _____ 20 _____

PURCHASER _____

PROPERTY PRACTITIONER _____

INVENTORY CHECK LIST

INCLUDED

		YES	NO
1.	HOB <input checked="" type="checkbox"/> ELECTRIC <input type="checkbox"/> GAS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	GAS BOTTLE(S) NUMBER _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	OVEN <input type="checkbox"/> EYE LEVEL <input checked="" type="checkbox"/> UNDER COUNTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	EXTRACTOR HOOD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	AIRCONDITIONERS NUMBER _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	CEILING FANS NUMBER <u>5</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	DUCTED AIRCONDITIONING	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	UNDER FLOOR HEATING	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	FIREPLACE <input type="checkbox"/> WOOD <input type="checkbox"/> GAS <input checked="" type="checkbox"/> ELECTRIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	HOT WATER SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11.	SEWER SYSTEM <input checked="" type="checkbox"/> MAINLINE <input type="checkbox"/> SEPTIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12.	BOREHOLE PUMP	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13.	SPRINKLER SYSTEM	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14.	AUTOMATED GARAGE DOOR(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15.	AUTOMATED GATE(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16.	SWIMMING POOL PUMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17.	SWIMMING POOL PUMP COVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18.	SPA BATH	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19.	ALARM SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20.	ROBO BEAMS / MOVEMENT SENSORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21.	ELECTRIC FENCING	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22.	BLINDS / AWNINGS (EXTERIOR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23.	BLINDS (INTERIOR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24.	CURTAINS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25.	BATHROOM MIRROR(S)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26.	BAR AND STOOLS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27.	SATELITE DISH	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28.	GAS BRAAI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29.	POT PLANTS <i>To be discussed - some</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30.	WATER FEATURES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31.	JO JO TANKS NUMBER <u>2</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
32.	WENDY HOUSE(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33.	JUNGLE GYM / TRAMPOLINES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34.	SOLAR PANELS	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ADDITIONAL EXCLUSIONS:

I / We confirm the above information to be true and correct and can be relied upon by Wakefields when marketing my property for sale.

SELLER Mason

DATE 23/9/2023