

Shop 15, Parklane Centre,
12 Chief Albert Luthuli Road,
Pietermaritzburg, 3201
PO Box 11807, Dorpspruit, 3206
T: 033 342 3340
F: 033 394 9699
E: parklane@harcourts.co.za
W: www.harcourts.co.za

SOLE MANDATE

I, _____
warrant that I am not a supplier as defined in the Consumer Protection Act and I do not engage in selling property in the normal course of my business.

and _____
married in/out of Community of Property/Unmarried
of _____
hereby grant Harcourts Parklane hereinafter referred to as "THE AGENT" the exclusive right to sell my property known as :

_____ together with all buildings and erections thereon and all fixtures of a permanent nature pertaining thereto the PROPERTY for the gross price

R _____
inclusive of VAT (if applicable) thereon, or such lesser amount as I may agree to accept.

Occupation of the PROPERTY is to be given to the Purchaser on registration of transfer or such date as may be mutually agreed upon.

1. This Mandate is granted under the following conditions:

- 1.1 This Mandate is irrevocable and shall commence on signature of this AGREEMENT and shall remain in force until 24h00 on _____ 201_____
- 1.2 The AGENT shall use their best endeavors to find a willing and able Purchaser to purchase the PROPERTY.
- 1.3 The AGENT shall at their sole cost and expense advertise the PROPERTY during the MANDATE PERIOD.
- 1.4 The AGENT will communicate with the Seller at regular intervals during the MANDATE PERIOD.
- 1.5 The AGENT will furnish the Seller with all written offers made to purchase the PROPERTY forthwith upon receiving such offers.
- 1.6 The AGENT shall consider the Seller's needs at all times.

2. The Seller undertakes that :

- 2.1 he will not, during the MANDATE PERIOD , appoint or allow any other Estate Agent to sell or endeavor to sell the PROPERTY.
- 2.2 he will not do anything which might prevent, frustrate or hinder the AGENT from effecting a sale of the PROPERTY.
- 2.3 he will allow the AGENT to display their "FOR SALE" board on the PROPERTY.

2. The Seller shall pay a net professional fee to the AGENT of 7.5% plus Value Added Tax thereon, of the price at which the PROPERTY is sold.

The said fee shall be paid if:

- 3.1 the PROPERTY is sold during the MANDATE PERIOD, whether by the Seller or any other person; or

3.2 the PROPERTY is sold by the Seller or any other person, within 30(thirty) days after the termination of the MANDATE PERIOD to any person who was introduced to the Property during the MANDATE PERIOD. After 30(thirty) days the Common Law Principal of Effective Cause shall apply .

3.3 the Seller refuses during the MANDATE PERIOD, to accept an AGREEMENT on the terms as set out herein.

4. I accept that I am to bear the cost of inspection of the property by an entomologist to determine whether the property is infested by termites, borer or other timber destroying insects, and the cost of the treatment should such infestation be found to be present.

5. I accept that I am to bear the cost of an Electrical Compliance Certificate issued by an accredited electrical contractor and the cost of any necessary repairs to the property to enable a certificate of compliance to be issued.

SIGNED AT _____ on this _____ day of _____ 201 _____

THE SELLER or AUTHORISED REPRESENTATIVE

This Mandate is accepted by the AGENT

SIGNED AT _____ on this _____ day of _____ 201 _____

who declares he is authorized hereto.

DECLARATION BY SELLER

I declare that the meaning and implications of the above Mandate have been explained to my satisfaction and I further declare that:

1. The Property is sold with all fixtures and fittings, subject to Clause 2 below, and especially including _____

Which are my exclusive property and fully paid for.

2. The following items are excluded from the sale of the PROPERTY;

3. The PROPERTY is/is not subject to lease. If leased the lease expires on _____

4. I warrant that the following has been disclosed by me as material facts effecting the above PROPERTY, which are likely to be material to the PURCHASER'S decision to purchase the PROPERTY, namely;

5. The above PROPERTY has/has not been used by me as part of a VAT enterprise as defined in the VAT Act 1991.

WITNESS

SELLER

