

mandate, the Seller/s will have to pay the Property Practitioner's Professional Fee. The Seller/s is cautioned to check with the Property Practitioner before accepting any offer from the Purchaser/s which he/she may receive during the 3 month period mentioned in this paragraph, to determine whether the Purchaser was in fact introduced by the Property Practitioner.

- 5.3 on the sale price, should the Seller/s after the 3 months from the date of which this mandate period ended, should the Seller/s sell the Property to any Purchaser/s who was *introduced to the Property or the Seller/s* by the Property Practitioner during the mandate period where such introductions was the effective cause of the sale. The Seller/s are cautioned to check with the Property Practitioner to check before accepting any offer from the Purchaser/s which he/she may receive during the period mentioned in this paragraph, to determine whether the Purchaser/s were in fact introduced by the Property Practitioner and whether the Property Practitioner can prove that the introduction was the effective cause of the sale.
 - 5.4 On the mandate price should the Property Practitioner during the period of the mandate produce to the Seller/s an Offer to Purchase for the Property from a willing and able Purchaser at the full mandate price and shall be paid in full to the one of them who actually produced the offer. In other words, as long as the offer is at the full mandate price and as long as the Purchaser/s is properly financially qualified to purchase, the Seller/s will have to pay the Professional Fee to the Property Practitioner even though the Seller/s might decide not to accept the offer and/or not sell the Property.
6. The Seller/s undertake to:
- 6.1 Allow the Property Practitioner or any Purchaser/s interested in the property access to the property at all reasonable times
 - 6.2 Advise the Property Practitioner immediately of any offers made to purchase the property or any conditions that may affect the sale of the property
 - 6.3 Provide the Property Practitioner with all information required to sell the property including but not limited to:
 - 6.3.1 details of any existing mortgages or liens on the property
 - 6.3.2 any zoning or environmental regulations that may affect the property
 - 6.3.3 details of any structural alterations made to the property
 - 6.4 Not advertise or market the property through any other Agency during the period of this mandate
 - 6.5 Allow the Property Practitioner to exhibit a SOLD sign on the property upon conclusion of the sale in terms of this mandate.
 - 6.6 Notify the Property Practitioner in writing of any changes of address, telephone number or other contact details

This mandate constitutes the entire agreement between the parties and no alteration or variation hereof shall be of any force or effect unless reduced to writing and signed by both parties.

This mandate shall be governed by and construed in accordance with laws of the Republic of South Africa.


The parties agree that any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the rules of the Arbitration Foundation of South Africa.

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DECLARATION REGARDING PRIVACY OF YOUR PERSONAL INFORMATION

In assisting with and facilitating this mandate and performing our responsibilities in terms of the mandate, we are required to collect and process (including the sharing thereof, as necessary) certain of your personal information. We respect and protect the personal information that we collect from you as is required in terms of the Protection of Personal Information Act 4 of 2013. Read our Privacy Policy on our website at www.solhebyrealety.co.za for more details

Signed at Richardsbay on this day 19 of January 2024

Seller Name: Roedolf Conradie Seller Signature: 

Seller Name: / Seller Signature: /

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