

Lew Geffen

Sotheby's

INTERNATIONAL REALTY

OPEN MANDATE

ENTERED INTO BY AND BETWEEN

Trilby Properties (Pty) Ltd

t/a

Lew Geffen Sotheby's International Realty Zululand
("The Agency")

AND

ARTHUR SONG

("The Seller")

Personally, alternatively as the duly authorised representative of:
(full name of legal entity)

INTRODUCTION

The Seller owns the property situated at: 4 Williams Street, 3867, Mtunzini 15 Thulani

(hereinafter referred to as "the Property")

I hereby grant the Property Practitioner the right to sell the above Property and to find a willing and able purchaser therefor on the following terms and conditions.

Alternatively

I, as duly authorised representative of The Seller, hereby grant the Property Practitioner the right to sell the interests in the Company/Close Corporation (or the Property out of the entity, if this arrangement is more suitable to me), on the following terms and conditions:

1. Hereby instruct the Property Practitioner to procure a willing and able purchaser for the Property described above for no less than:
R997 000 gross commission and VAT incl.
(R940 000 net)
or such other price mutually agreed upon by the purchaser and myself on the terms contained herein and the Property Practitioner's standard Offer to Purchase document whereupon this mandate shall be deemed to have been fulfilled.
2. The mandate shall commence on 20th December 2023.
3. Commission at a rate of 5 % plus VAT, thereon shall be payable to the agent by the Seller in the following circumstances and be calculated:

Mtunzini 035 340 1222 | Richards Bay 035 789 1265 | Empangeni 035 792 4080
Shop 1, Golden Penny Centre,
26 Hely Hutchinson Street, Mtunzini | P.O Box 591, Mtunzini, 3867
Trilby Properties(Pty) Ltd t/a Lew Geffen Sotheby's International Realty - Zululand
CK 2016/018233/07 | VAT 4670277302 | www.sothebysrealty.co.za
Registered with the PPRA: F142892
Directors: Dominique Smith Devlin Foxcroft Joni Mallett Philip Myburgh

- 3.1 on the sale price should the Seller within a period of 3 months from the end of the mandate period, sell the Property to any Purchaser who was *introduced to the Property or the Seller* by the agent during the period of this mandate *regardless of whether such introduction was the effective cause of the sale*. In other words, and if the agent can prove that he/she introduced the Purchaser during the period of the mandate, the Seller will have to pay the agent's commission. The Seller is cautioned to check with the agent before accepting any offer from any Purchaser which he may receive during the 3-month period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the agent.
 - 3.2 on the sale price should the Seller after the 3 months from the date on which the mandate period ended, should the seller sell the Property to any Purchaser who was *introduced to the Property or the Seller* by the agent during the mandate period where such introduction was the effective cause of the sale. The Seller is cautioned to check with the agent before accepting any offer from any Purchaser which he/she may receive during the period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the agent and whether the agent can prove that the introduction was the effective cause of the sale.
 - 3.3 on the sale price should the agent during the period of the mandate produce to the Seller 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 is properly financially qualified to purchase, the Seller will have to pay commission to the agent even though the Seller might decide not to accept the offer and/or not sell the Property.
4. The seller undertakes to:
- 4.1 Allow the agent or any Purchaser interested in the property access to the property at all reasonable times.
 - 4.2 Advise the agent immediately of any offers made to purchase the property or any conditions that may affect the sale of the property.
 - 4.3 Provide the agent with all information required to sell the property including but not limited to:
 - 4.3.1 details of any existing mortgages or liens on the property
 - 4.3.2 any zoning or environmental regulations that may affect the property
 - 4.3.3 details of any structural alterations made to the property
 - 4.5 Allow the agent to exhibit a SOLD sign on the property upon conclusion of the sale in terms of this mandate.
 - 4.6 Notify the agent in writing of any change of address, telephone number or other contact details.
5. The full terms of the sale shall be those contained in the Property Practitioner's standard sale document handed to me upon an offer having been obtained.
6. I, the Seller, hereby agree to let the Property Practitioner make use of parameter advertising, the import of which has been explained to me. Any deviation to the marketing strategy as agreed will be at the discretion of the Property Practitioner in accordance with the current market conditions.
7. Should I be acting in a representative capacity on behalf of a Trust, Company of Close Corporation, I warrant that I have the necessary authority to enter into this mandate. Should I breach this warranty, I accept that I may be held liable to **The Agency** in my personal capacity.
8. I understand that if **The Seller** is an entity whose annual turnover or asset value exceeds R2 000 000.00 (Two Million Rand), the Consumer Protection Act does not apply to this Mandate. In any other instance, I am aware that this Mandate is considered a fixed term contract as defined in the Consumer Protection Act. Should the CPA apply to this mandate then I am aware that I may terminate by giving 20 (Twenty) business days' notice. In this event, I shall be liable to **The Agency** for the cost of advertising my

Property (which shall constitute a reasonable fee as contemplated in the Act).


9. I hereby confirm that this Mandate has not been entered into as a result of direct marketing and the terms hereof have been fully explained to me.
10. 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.
11. This mandate shall be governed by and construed in accordance with laws of Republic of South Africa.
12. 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 Southern Africa.

TRILBY PROPERTIES (PTY) LTD t/a Lew Geffen Sotheby's International Realty Zululand 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.sothebysrealty.co.za for more details.

Signed at Westville on this day 23 of January 2024

ARTHUR SONG
(Seller's Name)


(Seller's Signature)

(Seller's Name)

(Seller's Signature)