



**Sole Mandate Agreement
Between**

**“TYSON PROPERTIES”
AND
Mimat Family Trust**

“THE SELLER”

INTRODUCTION

The Seller owns the property situated at:

506 Hawaan View 86 Lagoon Drive Umhlanga Rocks (hereinafter referred to as ‘his/her property’)

The Seller has decided to sell his/her property and to utilise the services of TYSON PROPERTIES, to the exclusion of all other estate agencies, to market his/her property, with a view to finding a buyer for his/her property who is financially able to purchase the property.

AGREEMENT

1. The Seller hereby appoints TYSON PROPERTIES as his/her Sole and exclusive Selling Agent to find a willing and able Purchaser to purchase his/her property.
2. The Seller requires a gross selling price of R 2,950,000-00 for his/her property, or such lesser selling price as he may agree to in writing. The seller understands that certain costs, including but not limited to Agents Commission, Bond Cancellation costs and pro-rata rates and levies will be deducted from the sale price before the remainder of the proceeds are paid to him/her.
3. The Seller understands that this mandate precludes him/her from employing any other agency to market or sell his/her property, for the duration of the mandate (“the Sole Authority period”).
4. The Seller understands that this mandate also precludes him/her from selling his/her property privately, or through another agency, to anyone who was introduced to the property during the course of this mandate (the “Sole Authority” period), even after the mandate has expired.
5. This sole mandate shall remain in full force and effect from the date of signature hereof, until the 31 October 2023 (the “Sole Authority” period).
6. The Seller understands that TYSON PROPERTIES can only incur the costs of advertising and marketing the property on the basis as set out above and shall accordingly not do anything to prevent or frustrate TYSON PROPERTIES from marketing or advertising the property. During this period, the Seller shall accordingly not take the property off the market or let the property to any prospective tenant, and shall:
 - allow the agents of TYSON PROPERTIES and their prospective purchasers (and no one else) reasonable access to the property in order to view the property;
 - allow TYSON PROPERTIES to display “For Sale” signs on the property;
 - allow TYSON PROPERTIES to hold show days on Sundays.;
 - allow TYSON PROPERTIES to display and market the property on the internet.
7. The Seller irrevocably undertakes to pay TYSON PROPERTIES commission calculated at ~~7.5%~~ ^{5%} plus VAT of the purchase price payable on any binding sale and which amount shall be deducted off the purchase price and paid to TYSON PROPERTIES by the Seller's conveyancers no later than registration of transfer, where after the nett balance of the purchase price shall be paid to the Seller.
8. The Seller understands that a sale agreement concluded between him/herself and a purchaser shall only be binding once all suspensive conditions (for example, bond approval) have been fulfilled.
9. The Seller understands that a breach of any of the terms of this agreement shall lead to a claim for damages by TYSON PROPERTIES.

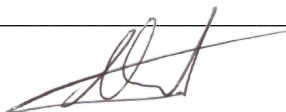
10. This mandate agreement is binding on the Seller and his/her deceased estate in the event of his/her death.
11. Upon expiration of the mandate period, the mandate shall not automatically terminate, but shall continue as an open mandate, allowing TYSON PROPERTIES to continue to market the property whilst the property is on the market to be sold. The Seller understands that he may, during the open mandate period, also instruct other agents or sell privately.
12. TYSON PROPERTIES undertakes to market the Property inter alia by means of the following: Local newspaper advertisements, show houses at mutually convenient dates, Internet advertising, and by introducing existing potential buyers to the Property.
13. The Seller further acknowledges that should he/she breach the clauses herein stated, that such shall constitute a material breach of this agreement. TYSON PROPERTIES specifically reserves their rights against the Seller should any claims be made against TYSON PROPERTIES arising from a failure on the Seller's part to disclose defects he/she had known about, or should have known about had he/she taken reasonable care
14. The Seller understands that he/she is entitled in terms of the Consumer Protection Act, Act 68 of 2008, to cancel this agreement by giving 20 business days written notice of such cancellation. In such event, TYSON PROPERTIES shall be entitled to a cancellation penalty in terms of Section 14(3)b of the Act which shall not exceed 10% of the commission that would have been payable on the asking price upon a sale of the property to compensate TYSON PROPERTIES for the reasonable costs incurred by them to employ agents to market the property, and to advertise the property.
15. The Seller further understands that he/she shall be entitled to cancel this agreement by giving written notice to such effect, within 5 (five) business days of signing this agreement, should this agreement have been concluded as a result of direct marketing.
16. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
17. In the event of the property being registered in the name of a CC, Trust or Company, the AGENT shall likewise become entitled to a Service Fee should there be a change of shareholding or beneficiary, to a person who was introduced to the property during the mandate period.
18. This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Agreement in facsimile and or E-mail form shall be conclusive evidence of the original signature and shall be as effective in Law as the counterparts in the original form showing the original signatures.

TO BE COMPLETED BY THE SELLER

19. Is the property tenanted? Yes/No. If yes, please give details (including a copy of Lease if applicable).
 No

20. Do you have an existing bond over the property? Yes/No? If yes, please be aware that 90 days notice needs to be given to your bank that you intend cancelling your bond.
 No

21. Do you have a copy of the Body Corporate Rules, Latest AGM Minutes and Annual Financial Statements? Yes/No? If yes, please hand to Tyson Properties and if NO, please make arrangements to get.
 No



 The Seller

 TYSON PROPERTIES
 Represented by

David Leslie van der Berg

 (Print Name)
 Who warrants that he/she is duly authorised

 (Print Name)
 Who warrants that he/she is duly authorised

Date: **10 September 2023**

Date: _____

Place: **Umhlanga**

Place: _____





Mandatory Disclosure

**to be completed at the time of listing.

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVEABLE PROPERTY

1. Disclaimer

This condition report concerns the immovable property situated at

506 Hawaan View 86 Lagoon Drive Umhlanga Rocks ("the Property")

(insert deeds office and physical address)

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 an 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 –

- 2.1 "to be aware means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "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 authorizes the appointed property practitioner marketing the property for sale to provide a copy of 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 the Property

	Yes	No	N/A
I am aware of the defects in the roof			✓
I am aware of the defects in the electrical systems			✓
I am aware of the defects in the plumbing system, including the swimming pool (if any)			✓
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			✓
I am aware of the defects in the septic or other sanitary disposal systems			✓
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			✓

I am aware of structural defects in the property			✓
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			✓
I am aware that remodelling and refurbishment have affected the structure of the Property			✓
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	✓		
I am aware that a structure on the property has been earmarked as a historic structure or heritage site?			✓

Additional information
If your property is part of sectional title development are you aware of the possibility of a special levy being raised in the short to medium term YES / NO / NA
Yes

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 authorized 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 the purchaser 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 professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property. The purchaser acknowledges receipt of a copy of this statement.

Signatures: Signed at Umhlanga on 10 September 2023



Owner, or duly appointed representative



Owner, or duly appointed representative

Prospective Purchaser

Prospective Purchaser

_____, **Property Practitioner** who shall provide a copy hereof to the purchaser and attach to any offer to purchase. It is hereby recorded that the property practitioner uses his/her best endeavours to obtain as much information as possible and is known to the seller, but cannot be held responsible for any omissions or deficiencies in this report.



INVENTORY CHECK LIST

ITEM	INCLUDED YES/NO
HOB ELECTRIC <input checked="" type="checkbox"/> GAS <input type="checkbox"/>	
OVEN EYE LEVEL <input type="checkbox"/> UNDER COUNTER <input checked="" type="checkbox"/>	
EXTRACTOR HOOD	No
WASHING MACHINE	
DISHWASHER	
TUMBLE DRYER	
DISPOSAL IN SINK	No
AIRCONDITIONER /S	
CEILING FANS	No
DUCTED AIRCONDITIONING	Yes
UNDER FLOOR HEATING	No
HUMIDIFIER	No
FIREPLACE	WOOD / GAS / ELECTRIC
HOT WATER SYSTEM	
ON-LINE SEWER SYSTEM	
SEPTIC SEWER SYSTEM	
BOREHOLE PUMP	
SPRINKLER SYSTEM	
ELECTRONIC GARAGE DOORS	
ELECTRONIC GATE/S	
KOI PUMP	
SPA BATH	
ALARM SYSTEM	
ELECTRIC FENCE	
BLINDS / AWNINGS (Exterior)	
BLINDS (Interior)	
BAR AND STOOLS	
SATELLITE DISH	
GAS BRAAI	

Tick box if applicable

I / WE CONFIRM THE ABOVE TO BE CORRECT

Signed  _____
SELLER (or duly authorized representative)

DATE: 10 September 2023

Tyson's Joint Sole and Exclusive Mandate

