



EXCLUSIVE PLN MANDATE AGREEMENT

(the "Agreement") Agreement between:

SELLER

Seller Name Nick + Mechell McGhee

Identity / Passport / Registration No: 7006185375084 7602130015080

Representative capacity: Director Member Trustee Executor Power of Attorney Other _____

Physical Address: 83 Highland Road, Kensington.

E-mail address: kalgat@gmail.com + mechellorama@gmail.com

Who hereby appoints Property Listing Network (RF) Proprietary Limited ("PLN"), together with

LISTING AGENCY – ESTATE AGENT

Estate Agency Name: Sherida Properties

Agent: Sherida Stevens

Physical Address: Unit 36, Chartemagne, 1 Malan Avenue Morninghill
2007

as the exclusive marketing agency to find a purchaser for the Property (the "Property") on substantially the terms below.

PROPERTY

Erf no / Section No: 1138 + 1139 Township / Complex Kensington

Exclusive Use Area: (if applicable): _____

Situated At: 83 Highland Road

The outstanding bond over the above property is R1,5m. and is bonded to ABSA.

MANDATE TERMS

1. Purchase Price: R 2 399 000 or lesser amount accepted by the Seller.
2. This Agreement shall start on signature and end at midnight on 31 December 2021 (insert calendar date).
3. Occupation: on registration or as agreed with the Seller.
4. The offer may be subject to the purchaser obtaining mortgage bond finance and if necessary selling another property.
5. The Property will be listed with PLN within 3 (three) days hereof and may only be marketed by PLN agents per Annexure "A" and may not be sold privately or by a non-PLN member. The Property may be advertised by PLN Agents on *inter alia*, social media and the PLN website.
6. Seller Disclosure: Annexure "B" - the Seller warrants that defects of which the seller is aware are disclosed in annexure B and agrees that PLN / Agents may disclose "B" to purchasers and indemnifies PLN / Agents from loss caused by the Seller's failure to disclose any known defects.
7. The Seller shall not during this mandate, frustrate the marketing of the Property, grant another agent a mandate for the Property, nor privately market or sell the Property and shall refer all enquiries / offers to the Listing Agency. The Seller warrants there are no other mandates in force.

Handwritten signatures: One signature appears to be 'ML' and another is 'SKP'.



COMMISSION

- 8. The Seller shall pay commission ("Commission") of 6 % plus VAT, of the Purchase Price, with 50 % to be allocated to the Listing Agency and 50 % to the PLN selling agency "together the "Agents), earned on signature of a sale agreement, after fulfilment of suspensive conditions (if any) and payable upon registration of transfer.
- 9. Commission is deemed earned upon the Agents finding a purchaser willing and able to purchase the Property on substantially the terms herein. Commission is further deemed earned and payable on a breach of clause 7, or on the conclusion of a sale agreement after the expiry hereof by the Seller, on any terms and conditions, with any person/entity introduced directly or indirectly during this mandate to the Seller or Property by PLN or the Agents.

CONSUMER PROTECTION ACT 68 of 2009 (The CPA)

- 10. If the Seller was first approached by the Listing Agency via direct marketing methods the Seller shall have a right to a 5 (five) business day cooling off period from the date of signature hereof.
- 11. The Seller has the right to terminate this Agreement for any reason by giving the Listing Agent 20 (twenty) business days' written notice. In such event the Agents shall continue to market the Property during the notice period.
- 12. If the Seller terminates this Agreement, the Seller may not remarket the Property with any other person or entity other than the Listing Agency for 60 (sixty) days from termination, or the expiry of the original mandate, whichever is the later.

GENERAL

- 13. The Agents may put up "for sale" and "sold" signs during this Agreement and for 1 (one) month after sale.
- 14. The Seller indemnifies PLN / the Agents for any damage suffered as a direct / indirect result of the Property being marketed or shown to purchasers. The Seller shall inform its insurer that the Property is on the market and that show days will be held.
- 15. This Agreement is the whole agreement and no agreement, representations or warranties other than those herein are binding. The parties choose as their legal address, the address above.
- 16. No addition to or variation, consensual cancellation or novation hereof shall be effective unless in writing, signed by the Seller, the Listing Agency and PLN or their duly authorised representatives.
- 17. Other provisions _____

For: **THE SELLER** (Duly Authorised)

Signed at Kensington on this the 13th day of August 2021
(signature) [Handwritten Signature]

For: **THE LISTING AGENT** (Duly Authorised)

Signed at JHB on this the 13th day of August 2021
(name) Sherida Stevens
(signature) [Handwritten Signature]

For: **THE LISTING AGENCY** (Duly Authorised)

I, (name) Sherida Stevens (insert details of qualified agent), hereby certify that this document has been completed in my presence in accordance with regulation R1469 dated 20 June 1990.
(signature of full status agent) [Handwritten Signature]

THE QUALIFIED AGENT

(If this Agreement is signed by an intern estate agent, it will in addition be signed by a qualified agent or principal who holds a valid fidelity fund certificate in the name of the same estate agency as at the signature of this Agreement)