



EXCLUSIVE PLN MANDATE AGREEMENT - (the "Agreement") Agreement between:

SELLER

Seller Name: Juandre Hayton
Identity / Passport / Registration No: 8310125011085 Representative capacity: Trustee Executor Power of Attorney
Physical Address: 18 Panther Street, Kensington
E-mail address: juandreh@gmail.com

hereinafter referred to the "Seller") who hereby appoints:

PROPERTY LISTING NETWORK (RF) PROPRIETARY LIMITED ("PLN") -

Physical Address: 3 Atherstone Bower Lombardy East / E-mail address: admin@pln.co.za together with

THE LISTING AGENCY - ESTATE AGENT

Estate Agency Name: Clive King / Remax all stars
Agent: Clive King
Physical Address: 48 main Road Fishers 4111
E-mail address: clive@remax-allstars.co.za

is the exclusive marketing agency to find a purchaser for the property (as defined below) on substantially the terms below (the "Listing Agency") (collectively referred to as the "Parties").

PROPERTY

erf no / Section No: 3685 Township / Complex _____ Exclusive Use Area: (if applicable): _____
 situated At: 18 Panther Street (the "Property")
 The outstanding bond over the above property is 1,400,000.00 and is bonded to Nedbank

MANDATE TERMS

1. Purchase Price: R 1 975 000.00 or lesser amount accepted by the Seller.
2. This Agreement shall start on signature and end at midnight on 17 December 2021 (insert calendar date)
3. The Parties agree and acknowledge that the Mandate shall include any/all Annexures attached hereto.
4. Occupation: on registration or as agreed with the Seller.
5. The offer may be subject to the purchaser obtaining mortgage bond finance and if necessary selling another property.
6. The Property will be listed with PLN within 3 (three) days hereof and may only be marketed by authorised PLN agents, comprising of the Listing Agent and Selling Agent, being a PLN member agency with a valid Fidelity Fund Certificate, ("PLN Agents") per Annexure "A" and may not be sold privately or by a non-PLN member.
7. The Seller hereby consents to the Property being advertised by PLN Agents on *inter alia*, social media and the PLN website. This consent includes the PLN Agents' ability to erect a "For Sale" and/or "Sold" sign at the Property during this agreement and for 1 (one) month after sale.
8. Seller Disclosure: Annexure "B" - the Seller warrants that defects of which the Seller is aware are disclosed in Annexure B and agree that PLN / PLN Agents may disclose "B" to purchasers and indemnifies PLN / PLN Agents from any/all loss caused by the Seller's failure to disclose any known defects.
9. During the Mandate, the Seller hereby undertakes not to 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 warrant there are no other mandates in force.



COMMISSION

- 10. The Seller shall pay 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 ("Commission").
- 11. Commission is deemed earned upon the Agents finding a purchaser willing and able to purchase the Property on substantially the term herein. Commission is further deemed earned and payable on a breach of clause 8, 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 the Mandate to the Seller or Property by PLN or the Agents.

CONSUMER PROTECTION ACT 68 of 2009 ("CPA")

- 12. 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.
- 13. 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.
- 14. 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) calendar days from termination, or the expiry of the original mandate, whichever is the later.

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")

- 15. The Seller hereby acknowledges and accepts that he/she/it:
 - 15.1. has been presented with PLN's POPIA compliance and consent form, marked Annexure C;
 - 15.2. understands the purpose and provisions of Annexure C; and
 - 15.3. is entitled to request a copy of Annexure C for record-keeping purposes.

GENERAL

- 16. The Seller indemnifies PLN and PLN affiliated 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.
- 17. This Agreement is the whole agreement and no agreement, representations or warranties other than those herein are binding.
- 18. No addition to or variation, consensual cancellation or novation hereof shall be effective unless reduced to writing and signed by the Seller, the Listing Agency and PLN's duly authorised representatives.
- 19. Other provisions _____

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

Signed [Signature]
Date 17/09/2021

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

Signed [Signature]
Date 17/09/2021

For: **PROPERTY LISTING NETWORK**

Signed Estelle Jacobs

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

, (name) Lomax all Stars (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)
[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)

ANNEXURE C

PLN'S POPIA COMPLIANCE AND CONSENT FORM

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")

1. By signing this Annexure, the Seller accepts, consents and acknowledges that PLN may collect, store, use and process information that can be associated with the Seller and can be used to identify the Seller ("**Personal Information**").
2. The Seller hereby acknowledges that Personal Information includes, the Seller's:
 - 2.1. name and surname;
 - 2.2. email address;
 - 2.3. telephone number(s);
 - 2.4. identity number;
 - 2.5. banking details;
 - 2.6. company name, company registration number, and VAT number (if the Seller is a juristic entity);
 - 2.7. postal address and/or street address; and
 - 2.8. username and password (log-in details) (if/where applicable).
3. The Seller hereby consents to the collection and processing of the Personal Information by PLN and/or the Agents, for various purposes, including:
 - 3.1. services purposes – such as requests for and providing services;
 - 3.2. marketing purposes – such as pursuing lawful related marketing activities;
 - 3.3. business purposes – such as internal audit, accounting, recording keeping, business planning, and joint ventures, disposal of business, or other proposed and actual transactions; and
 - 3.4. legal purposes – such as handling claims, complying with regulations, for detection and prevention of fraud, crime, money laundering or other malpractice and pursuing good governance.
4. The Seller acknowledges that the Personal Information will not be further processed and shall only be processed for the purposes for which it was collected, as set out in this Agreement and as agreed between the Seller, PLN and the Agents.
5. PLN and the Agents will not sell the Personal Information. No Personal Information will be disclosed to any third party except as provided in PLN's privacy policy.
6. The Seller hereby consents to and acknowledges that PLN and/or the Agents may need to disclose the Personal Information to its employees that require the Personal Information in order to do their jobs. These include PLN and/or the Agents' responsible management, human resources, accounting, audit, compliance, information technology, or other personnel. Access to the Personal Information is only authorised for employees who require such information in order to fulfil their employment responsibilities.
7. The Seller acknowledges that the records of Personal Information will not be retained any longer than necessary for achieving the purpose for which the Personal Information was collected or subsequently processed, unless the retention of the Personal Information is required or authorised by law, or the Seller has consented to the retention of the Personal Information.
8. During the period of retention of Personal Information, PLN and the Agents will continue to abide by all of its obligations stipulated in their respective privacy policies and/or POPIA.



- Subject to clause 6 of this Annexure C, the Seller acknowledges that PLN and/or the Agents may retain the Personal Information for historical, statistical or research purposes in circumstances where PLN and/or the Agents have established appropriate safeguard against the Personal Information being used for any other purposes.
- Subject to having provided PLN and/or the Agents with adequate proof of identity, the Seller acknowledges that he/she/it is entitled to request access to the Personal Information and/or request that the Personal Information be destroyed, deleted or de-identified as soon as reasonably practicable:
- 10.1. after PLN and/or the Agents are no longer authorised to retain the Personal Information in terms of clause 8 of this Annexure C; or
 - 10.2. the purpose for which the Personal Information is required has been fulfilled.
- PLN and/or the Agents shall destroy or delete the record of Personal Information in a manner that prevents its reconstruction in an intelligible form.
- The Seller may request PLN and/or the Agent to –
- 12.1. correct or delete Personal Information about the Seller, in PLN/the Agents' possession or under PLN/the Agents' control, that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or
 - 12.2. destroy or delete a record of Personal Information about the Seller that PLN/the Agents' are no longer authorised to retain in terms of this Agreement.
- Upon receipt of a request from the Seller in terms of clause 9 of this Annexure C, PLN and/or the Agents (as the case may be) undertakes to, as soon as reasonably practicable to –
- 13.1. correct the Personal Information;
 - 13.2. destroy or delete Personal Information; or
 - 13.3. provide the Seller with credible evidence in support of the Personal Information.
- The Seller shall notify PLN of its request(s) referred to in clause 13 above, by emailing, phoning or notifying PLN via the Seller's online account (if/where applicable) and in accordance with PLN's privacy policy found at **[insert PLN's website URL to privacy policy]**.
- PLN and/or the Agents are not responsible for, give no warranties and make no representations whatsoever in respect of any privacy policy and/or practice belonging to linked or third-party websites.

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

signed at Johannesburg on this the 17th day of September 2021

signature) [Signature]

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

signed at Kensington on this the 17th day of September 2021

name) Chwe King

signature) [Signature]

For: **PROPERTY LISTING NETWORK (RF) PROPRIETARY LIMITED** (Duly Authorised) Estelle Jacobs



PLN COVID VIEWING AND OPEN HOUR ADDENDUM

Sellers name: Juandre Hayten

Property Address: 12 Panther Street Kensington

In relation to the Disaster Management Act of South Africa, and in accordance with the Health and Safety guidelines as published by Government, the Seller warrants that they are aware of the Covid State of Disaster in the country and they agree to their property being marketed and viewed by all interested PLN member agents and their respective clients under the Covid regulations that apply.

At the seller's request, the following viewing conditions will also apply

- 1) _____
- 2) _____
- 3) _____
- 4) _____

At the seller's request, the following Open Hour conditions will also apply

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Safety guidelines and recommendations have been shared with PLN members in order for them to comply and safely deliver a professional service. The hosting of an open hour is to be managed by the listing agent/agency, with careful consideration given to the well-being of the seller and the attending agents.

Date: 17 September 2021

Sellers signature [Signature]

Agents signature [Signature]

(I confirm that I accept the responsibility of conducting the open hour at the above mentioned address in accordance with the regulations as gazetted by Government)