



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

**SELLER**

Seller Name CARON DAYA  
Identity / Passport / Registration No: 6609250166081 Representative capacity:  Trustee  Executor  Power of Attorney  
Physical Address: 120, Highland Road, KENSINGTON,  
E-mail address: CARONdaya@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: COTTAGES and mansions  
Agent: Elaine Penman  
Physical Address: 19A, KLOOF Road, Bodjordsview  
E-mail address: reception@cottagesandmansions.com

as 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: 1236 Township / Complex: KENSINGTON Exclusive Use Area: (if applicable): NA  
Situated At: 120, Highland Road, ERF NO 1236 (the "Property")  
The outstanding bond over the above property is NIL and is bonded to NIL

**MANDATE TERMS**

1. Purchase Price: R 1,950,000.00 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. 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 agrees 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 warrants there are no other mandates in force.



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**COMMISSION**

- 10. The Seller shall pay commission of 7.0 % 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 terms 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 3rd October 2021  
Date Chayes

For: THE LISTING AGENT (Duly Authorised)

Signed Clare Perman  
Date 3rd October 2021

For: PROPERTY LISTING NETWORK

Signed Estelle Jacobs

For: THE LISTING AGENCY (Duly Authorised)

I, (name) Clare Perman, (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)  
\_\_\_\_\_  
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)