

Ginena's

REAL ESTATE

Let experience work for you

AGREEMENT GRANTING A SOLE MANDATE

(The SELLER) RICHARD GRAHAM BARKER & BELINDA
TERESA PETERZ

AND

GINENA'S REAL ESTATE (GRE) Ginena Seda (THE AGENT)

1. EXCLUSIVE MANDATE

The Seller hereby appoints the GRE as the sole agent and grants to the GRE an exclusive mandate to market (meaning that the Seller shall not be permitted to sell the property through the Seller's own activities or through the activities of any other estate agent during the mandate period of this agreement) the immovable property known as 37 BOEKENHOUT CRES.

PROTEA VILLAGE, BRACKENFEL, 7560 together with all buildings and erections thereon and all fixtures and fittings of a permanent nature pertaining thereto (the Property) on the terms and conditions set out in this agreement.

2. PRICE

2.1 MANDATE PRICE

The Property will be offered for sale at R 840 000 (EIGHT

HUNDRED AND FORTY THOUSAND RAND which price may be changed by agreement with the Seller from time to time (in this contract referred to as the "Mandate Price").

2.2 SALE PRICE

The price offered by a Purchaser and accepted by the Seller (in this contract referred to as the "Sale Price").

3. MANDATE

3.1 MANDATE PERIOD

The mandate shall start on 17 / 11 / 2015 and end at 17 / 02 / 2016

3.2 CANCELLATION OF MANDATE (in terms of the Consumer Protection Act No. 68 of 2008 hereinafter referred to as the CPA Act)

(not applicable and to be deleted if both the Seller and Agent are legal entities)

3.2.1 The Seller shall be entitled to terminate this mandate at any time prior to the date of expiry of the Mandate Period by giving 20 (twenty) business days written notice to the Agent.

3.2.2 Cancellation Fee

Should the Seller elect to cancel the mandate as per clause 3.2.1 the Seller will pay to the Agent all advertising cost incurred by the Agent up to the date of the cancellation notice as well as a cancellation fee of R N/A (delete if not applicable).

4. INSPECTION REPORT

The Seller undertakes to complete the Inspection Report attached hereto marked Annexure "A" and authorises the GRE to make copies thereof available to prospective purchasers.

5. COMMISSION

Commission at a rate of 4% plus VAT thereon (delete if not applicable) shall be payable to the Agent by the Seller in the following circumstances and be calculated:

5.1 On the Sale Price should the Seller sell the Property to anyone during the period of this mandate agreement.

5.2 On the Sale Price should the Seller within a period of 30 (thirty) days 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.

5.3 On the Mandate Price should the Agent during the period of the mandate present to the Seller an offer to purchase the Property from a willing and able Purchaser at the Mandate Price.

6. ACKNOWLEDGEMENTS BY SELLER

The Seller specifically confirms and acknowledges that the Agent:

6.1 Has explained to the Seller the meaning and consequences of all the terms contained in this document, before the Seller signed the document, and that the Seller is under no misapprehension about what the mandate entails and what the consequences thereof are.

6.2 The Seller warrants to the Agent that he/she is not engaged in the sale of immovable property on an on-going basis and that the Property is not being sold in the ordinary course of the Seller's business. The CPA Act will therefore not be applicable to the sale of the Property.

7. MARKETING

The Agent shall:

7.1 Utilise the GRE DATABASE in order to promote the Property to as many potential buyers as possible.

7.2 Advertise the Property on its website and in selected local newspapers.

7.3 Display "For Sale" signs on the Property in accordance with Municipal regulations and bylaws.

7.4 Conduct show houses by arrangement with the Seller. The Seller is aware that the risk of placing the Property on show rests upon the Seller.

7.5 By appointment with the Seller arrange for the Property to be viewed by prospective Purchasers.

7.6 Present all offers to the Seller and report to the Seller from time to time regarding the progress made in marketing the Property.

7.7 The Agent shall have access to the Property at all reasonable times to introduce prospective Purchasers.

7.8 The Seller hereby gives consent to the GRE to place a "For Sale" board at the Property.

9. ADDRESSES FOR LEGAL DOCUMENTS

All notices and legal processes connected with this agreement may be sent to the Seller and the Agency at the following address:

Seller: 37 BOEKENHOUT CRES., PRATIA VILLAGE,
BRACKENFELL, 7560

Agency: GINENAS REAL ESTATE, 14 ALBIE DE WAAL ROAD, BRACKENFELL 7560

Either party may change the address on written notice to the other.

SIGNED at BRACKENFELL on 17 / 11 / 2015

[Signature]

THE SELLER who warrants that he is authorised hereto

SIGNED at Durbanville on 18 Nov 2015

[Signature]

THE LISTING AGENT who warrants that he is authorised hereto