



Expertise Built Through Generations of Trust

Negotiated by Lady's Kloof Beleggings Pty Ltd

....., a Licensee of Seeff Property Services (Pty) Ltd, and holder of a valid Fidelity Fund Certificate, (hereinafter referred to as "Seeff").

I / We Lamberts Bay Fishing Co Ltd being \* the registered owner/s, or

\* duly authorised by Jurie Beyers

.....being the registered owner \* (DELETE WHICHEVER IS NOT APPLICABLE)

of the Property known as Kerkstraat 18 Lambertsbaai

Stb 228 (the Property), hereby instruct Seeff to procure a willing and able Purchaser for the Property, or for the \* **legal entity** being the registered owner of the property for the sum of

R 1 350 000 - 00 (Een Miljoen Drie Honderd en Vyftig Duisend Rand) or such lesser amount as mutually agreed upon between the Purchaser and myself which shall include Value Added Tax (VAT) if applicable, and where a sale is concluded pursuant to this mandate, to monitor this sale through to transfer.

1. Brokerage calculated at 7.5% of the purchase price, plus VAT thereon, shall become due and payable by the Seller to SEEFF on registration of transfer of the property or transfer of the shares or member's interest, as the case may be, to the Purchaser.
2. SEEFF has the open mandate in respect of the property until 31 Maart 2024 and they will also be entitled to the commission plus VAT as set out above, if any buyer introduced by SEEFF during this open mandate period subsequently purchases the property described above.
3. Seeff will also be entitled to brokerage in accordance with their \***standard rental tariff** plus VAT thereon, should the Seller enter into a lease agreement in respect of the property with a party introduced during the period of the mandate.
4. The representative of SEEFF and any prospective purchaser/s shall have access to view the property at all reasonable times.
5. I / We hereby grant permission to erect a "FOR SALE" sign on the property during the currency of this mandate and a "SOLD" sign on the property for a period of 90 days after it has been sold through SEEFF.

Initials JB

\*\*Delete if not applicable 2023/07/05

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- 6. I / We warrant that there are no defects in the Property, other than those that appear on the **Immovable Property Condition Report**, completed and signed by me and annexed hereto.
- 7. The **Fixtures and Fittings Declaration** annexed to this mandate has been completed and signed by me. The listed items are either included, excluded or not applicable in the sale of the Property as stipulated therein.
- 8. I / We understand that the **Immovable Property Condition Report**, and the **Fixtures and Fittings Declaration**, form part of this mandate.
- 9. Other conditions, information or defects:  
.....  
.....  
.....  
.....  
.....

**DATA PRIVACY**

- 10. I/We agree to Seeff sending my/our personal information contained in this mandate ("the Data") to third parties required to list and complete the sale and subsequent transfer of the Property. Such third parties will include but not be limited to prospective purchasers, other estate agents, property advertising websites and aggregated property portals, attorneys, financial institutions, mortgage originators and compliance certificate issuing companies, bodies corporate and/or homeowners' associations and municipalities for contact purposes to allow the sale and subsequent transfer of the Property to take place, all in accordance with applicable law.
- 11. I / We agree that Seeff may share, with its property data service providers, the property listing date and price, date of sale and sale price, bond amount (if any) and the date that the sale becomes conclusive (when any / all suspensive conditions have been fulfilled) for sales reporting purposes.
- 12. Seeff shall continually take the appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of the Data; and unlawful access to or processing of the Data and or information shared in terms of this clause.

Initials *JB*

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**DIRECT MARKETING**

13. I/We agree to Seeff using my/our personal information contained in this mandate ("the Data") to:

- 13.1 Send me marketing via email or SMS and
- 13.2 Other news relating to Seeff.

**14. CANCELLATION OF MANDATE**

The Seller may cancel this mandate at any time during its currency by giving Seeff, 20 (twenty) business days written notice to such effect, in accordance with the provisions of the Consumer Protection Act 68 of 2008. In such an event, Seeff may impose a reasonable penalty with regards to the services rendered to the Seller up to the date of cancellation in respect of this mandate. If the Seller is a juristic person this mandate may not be cancelled.

**SELLER 1**

Name: Lamberts Bay Fishing Co. Ltd

ID Number: .....

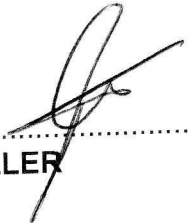
Physical Address: Voorstreekweg, Lambertsbai

Email Address: Jurie.Botha@famousbonds.co.za

Telephone Number: 027 432 8080

Signed by the **SELLER** at Lambertsbaai (place) on this 22

day of Maart 2023

  
.....  
**SELLER**

Initials JB



**SELLER 2**

Name: .....

ID Number: .....

Physical Address: .....

Email Address: .....

Telephone Number: .....

Signed by the **SELLER** at..... (place) on this.....

day of ..... 20.....

.....  
**SELLER 2**

14. **SEEFF**

\*\*14.1 This mandate has been negotiated by Amerie Hayes  
(full names of the Property Practitioner), who hereby warrants the validity of their  
Fidelity Fund certificate as at the date of signature of this mandate, or;

\*\*14.2 This mandate has been negotiated by .....  
(full names of Candidate Property Practitioner) who is acting under the active  
supervision and control of .....  
(full names of the Property Practitioner), both of whom warrant the validity of their  
Fidelity Fund Certificates as at the date of signature of this mandate.

Amerie Hayes  
Property Practitioner

Accepted for Seeff: 22 March Date: 2023  
Lambertson

Initials JB



Explanation of words in bold italics:

*\***Legal entity** means a company or close corporation and includes a trust, so that if for example, the property is owned by a company and the shares in a company are sold to the purchaser, rather than the property itself, Seeff will be entitled to its full brokerage.*

*\***Standard rental tariff** means the rental tariff used by the rental division and specific branch of Seeff with whom you are contracting. Rental tariffs may vary from branch to branch. We encourage you to confirm with your Seeff agent what the tariff is for the branch you are mandating.*

Initials

Handwritten initials, possibly "JR", in a cursive script.