

NATURAL PERSON MANDATE – RENTAL AUTHORITY TO LIST

Mandate: Sole Exclusive Sole Open

Company Name:

1. SCHEDULE

1.1 The Property Practitioner Desiprop (Pty) Ltd T/A Seeff Sandton

Registration number / identity number	2001/013943/07
VAT registration number	4950196354
Fidelity Fund Certificate number	F109824
Mandatory Disclosure Form	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.2 The Landlord Margaret Gordon

Registration number / IT number / identity number	5604090024088
VAT registration number	-
Income tax registration number	2188071845

1.3 The Premises Unit 715 UNFURNISHED

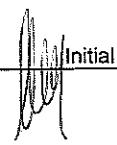
Stand / Erf	
Township	Melrose Arch
Being (street address)	

1.4 Rental (monthly) R ~~55 000.00~~ 49,950 1st Year 5% increase

Deposit R 110 000.00 (TWO MONTH DEPOSIT)

Rental payment date 1st of Month Deposit payment date

1.5 Procurement Commission (excluding VAT)	5%	%
	R 52 800.00	Amount
Second Year's Procurement Commission (excluding VAT)	5%	%
	R	Amount
Additional Year's Procurement Commission (excluding VAT)		%

 Initial

	R	Amount
1.6		%
	R	Amount
1.7		%
	R	Amount

1.8 The Landlord's nominated bank account

Name of account holder	M. A. GORDON
Bank	INVESTEC
Bank branch	S80105 JHB
Branch code	S80105
Account number	10010951534
Reference	

1.9 The Landlord's contact details

Physical address	15A KRANS STREET Linksfield JHB
Postal address	
Home telephone	
Work telephone	011 786 4834
Cellular	0825 686666
Email	MAGORDON0904@gmail.com

1.10 The Property Practitioner's contact details

Physical address	44B Weirda Road West, Weirda Valley, Sandton
Postal address	PO BOX 650185, Benmore 2010
Home telephone	011 784 1222
Work telephone	
Cellular	0615835922
Email	sandtonleasing@seeff.com

1.11 I, the Landlord, as the owner of the Premises set out in item 1.3, nominate the Property Practitioner set out in item 1.1 to be my Property Practitioner from the Signature Date for the term set out in clause 10 of the TERMS & CONDITIONS of the mandate agreement for the purposes of:

Initial 

1.11.1 finding a Tenant only (Procurement);

and / or

1.11.2 managing any Tenant on the Premises (Management)

Mark either 1.11.1 or 1.11.2 or both with X

1.12 Specific requirements in respect of a potential Tenant as recorded by the Landlord:

1.13 Procurement Mandate:
Mark additional rights and duties with an X

Negotiating the Lease Agreement with potential Tenants and ensuring that all suspensive and resolute legal formalities pertaining to the Lease Agreement are complied with

Informing the Tenant of all rights and duties in terms of the Lease Agreement including the Tenant's duties to pay the Rental on time and to look after the Premises

Initiating and performing the incoming snag list or initial inspection of the Premises and recording all existing damages or defects to the Premises

Initiating and performing the outgoing snag list or exit inspection of the Premises and recording all damages and defects to the Premises

Explaining to the Tenant that the Tenant may be asked by the Property Practitioner to pay a portion of the Rental directly to the Property Practitioner if the Landlord does not pay the Property Practitioner a portion or the full amount of any Commission due to the Property Practitioner

1.14 Management Mandate:
Mark additional rights and duties with an X

1.14.1 Paying the Landlord to his nominated bank account as set out in item 1.8 by the date referred to in item 1.4, all Rental and ancillary expenses payable by the Tenant, including any applicable VAT

1.14.2 Instructing responsible attorneys to institute all legal proceedings, including issuing an application or summons, defending any legal action, settling any matter and / or evicting the Tenant. The Property Practitioner will prior to instructing the attorneys do the following:

contact the Landlord and inform him of the legal situation

provide the Landlord with the contact details of the preferred attorney

ask the Landlord for consent to refer the matter to the attorney in question

1.15	Where there is an existing tenant, and the Property Practitioner has entered into a Management Mandate only, the Property Practitioner shall procure the Deposit from the:	Landlord	previous property practitioner	another third party: specify
------	--	----------	--------------------------------	------------------------------

1.16	Smoking or Non-smoking unit	Smoking	No
------	-----------------------------	---------	----

Initial

2. NATURE OF MANDATE AGREEMENT AND RECORDAL

- 2.1. The Landlord as the owner of the Premises hereby instructs the Property Practitioner to perform the functions of a property practitioner as defined in the PPA.
- 2.2. The Property Practitioner is instructed to perform either a Procurement Mandate or a Management Mandate, or both a Procurement and Management Mandate, in relation to a Tenant for the Premises; depending on which option is selected in item 1.11.
- 2.3. The Property Practitioner acknowledges that his specific rights and duties will depend on the type of instruction given as contemplated by the provisions of clause 2.2.
- 2.4. The Property Practitioner hereby warrants the validity of his fidelity fund certificate as at the Signature Date. The Property Practitioner hereby authorises the Landlord to conclude the Lease Agreement with the Tenant containing the following provisions:
 - 2.4.1. the Property Practitioner warrants the validity of his fidelity fund certificate as at the Signature Date; and
 - 2.4.2. the Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form, is attached as an annexure to this Lease Agreement.
- 2.5. Should the Property Practitioner be found to be in breach of clause 2.4:
 - 2.5.1. this Mandate Agreement shall be immediately terminable by the Landlord;
 - 2.5.2. the Landlord shall be entitled to claim back any amount or Commission paid to the Property Practitioner; and
 - 2.5.3. the Landlord shall be entitled to claim damages from the Property Practitioner.
- 2.6. The Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form, as set out in item 1.1, is attached as an annexure to this Mandate Agreement.

3. SPECIAL CONDITIONS

Initial 

4. FICA DOCUMENTS TO BE ATTACHED WITH THIS MANDATE

Financial Intelligence Centre Act, 2001, all accountable institutions which includes property practitioners have a duty to know their clients and keep a record of the identity, address and income tax documents
(mark the applicable documents with an X)

Where the Landlord is a Natural person:

RSA Identity document / passport 5604090024088

Proof of current address

Proof of SARS income tax number 2188071845

5. SIGNATORIES

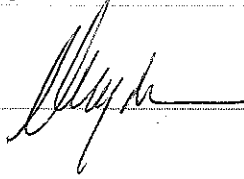
DATED AT (place)

Johannesburg

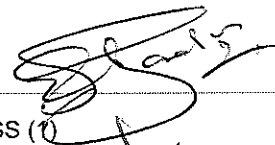
ON 10 December

20 23

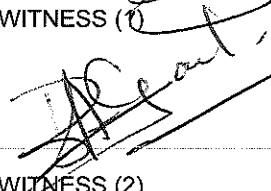
THE LANDLORD



AS WITNESS (1)



AS WITNESS (2)



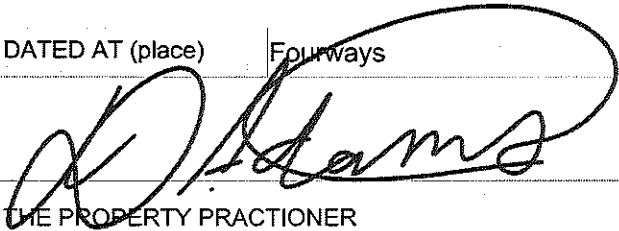
DATED AT (place)

Fourways

ON 10 December

20 23

THE PROPERTY PRACTITIONER



AS WITNESS (1)

AS WITNESS (2)

 Initial