



Initial

## **NATURAL PERSON MANDATE – RENTAL AUTHORITY TO LIST**

		Mandate:	Sole	Exclusive	Sole	Open	
ompa	ny Name:						
1.	SCHEDULE						
l.1	The Property Practitioner						
	Registration number / identity n	umber					
	VAT registration number						
	Fidelity Fund Certificate numbe	r					
	Mandatory Disclosure Form		Yes	No			
1.2	The Landlord						
	Registration number / IT number	er / identity number					
	VAT registration number						
	Income tax registration number						
1.3	The Premises						
	Stand / Erf						
	Township						
	Being (street address)						
1.4	Rental (monthly)	R					
	Deposit	R					
	Rental payment date		Depo	sit payment date			
1.5	Procurement Commission (exc	uding VAT)			%		
				R	Amou	unt	
	Second Year's Procurement Co	ommission (excluding VA	AT)		%		
				R	Amou	unt	
	Additional Year's Procurement	Commission (excluding	VAT)		%		

			R	Amount		
1.6	Management Commission (excl	luding VAT)		%		
Į.			R	Amount		
1.7	Sale Commission (excluding VA	AT)		%		
ι			R	Amount		
		,				
1.8	The Landlord's nominated bank account					
	Name of account holder					
	Bank					
	Bank branch					
	Branch code					
	Account number					
	Reference					
1.9						
	Physical address					
	Postal address					
	Home telephone					
	Work telephone					
	Cellular					
	Email					
1.10 The Property Practitioner's contact details						
	Physical address					
	Postal address					
	Home telephone					
	Work telephone					
	Cellular					
	Email					
1.11		the Premises set out in item 1.3, er from the Signature Date for the greement for the purposes of:				

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					
	otiating the Lease Agreement with potential Tenants and ensuring that all suspensive and lutive 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					
Instructing responsible attorneys to institute all legal proceedings, including issuing an application defending any legal action, settling any matter and / or evicting the Tenant. The Property Practition 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:  previous another third property practitioner specify					
1.16	Smoking or Non-smoking unit Smoking Yes No					

## 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	

## 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					
Proof of current address					
Proof of SARS income tax number					
5. SIGNATORIES					
DATED AT (place)	ON		20		
	_				
THE LANDLORD		AS WITNESS (1)			
		AS WITNESS (2)			
DATED AT (place)	ON		20		
DATED AT (place)	ON		20		
Goden	_				
THE PROPERTY PRACTIONER		AS WITNESS (1)			
		AS WITNESS (2)			