

Negotiated by DESIREPE (PTY) LTD T/A SEEFF SANDTON

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

I / We Bryan A. Fullerton being * the registered owner/s, or

* duly authorised by

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

of the Property known as

(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 5 890 000

(.....) 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 ^{4%} 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 to be determined by SELLER ON PERFORMANCE 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.~~

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(Handwritten signatures)

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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:
 -
 - WINDOW FRAME TO BE REPLACED.
 -
 -
 -

DATA PRIVACY

- 10. I/We agree to Seeff sending my/our personal information contained in this mandate ("the Data") to third parties required to 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. Seeff shall continually take the appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Data; and unlawful access to or processing of the Data.

DIRECT MARKETING

- 12. I/We agree to Seeff using my/our personal information contained in this mandate ("the Data") to:
 - 12.1 Send me marketing via email or SMS and
 - 12.2 Other news relating to Seeff.



13. 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: Byron Fullon

ID Number: 7709069062086

Physical Address: 13 Valbonne Estate, 1 Valbonne Drive

Email Address: Byron@moshedhousemedia.co.za

Telephone Number: 082 903 0636

Signed by the **SELLER** at [Signature] (place) on this Consent

day of 09 / 03 2024

.....
SELLER

SELLER 2

Name:

ID Number:

Physical Address:

Email Address:

Telephone Number:

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

day of 20.....

.....
SELLER 2

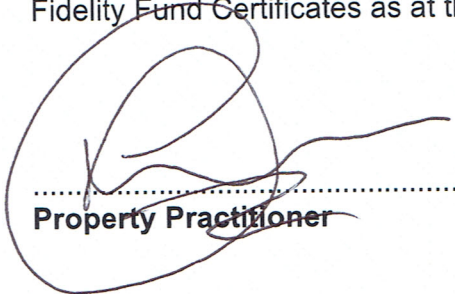
[Signature] [Signature]



14. SEEFF

**14.1 This mandate has been negotiated by Caroline Jones
(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.


.....
Property Practitioner

Accepted for Seeff: Fourways Date: 02/03/24

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.*

FIXTURES & FITTINGS CHECKLIST – FULL TITLE

The following fixtures and fittings are either included / excluded or not applicable in the sale of the property.

Address:	13 Valbonne Estate
Sellers Name:	Bryan Fullerton

Description	Incl.	Excl.	N/A
Air Conditioners	X		
Automated Irrigation System	X		
Bathroom Cabinets	X		
Bathroom Mirrors (fitted or loose)		X	
Blinds	X		
Burglar Alarm (owned or rented)?	X		X
Borehole (including pump)			X
CCTV Cameras			X
Ceiling Fans	X		
Chairs (kitchen / bar)		X	
Complex Gate Remote (or fingerprint access)	X		
Curtains		X	
Curtain Rails	X		
Cycads			
Electric Garage Door & Remote	X		
Extractor Fan			X
Fireplace (gas or wood)	X		
Flower Pots		X	
Garage Remote	X		
Garage Shelving	X		
Garden Furniture		X	
Gas Cylinder	X		
Generator			X
Geysers (with or without heat pump)	X		
Grey Water System (including pipes & equipment)			X
HD TV Cables			X
Hob	X		
Jacuzzi (in working order)			X

Description	Incl.	Excl.	N/A
Jungle Gym			X
Keys (all internal & external)	X		
Lights & Light Fittings	X		
Municipal Black & Green Refuse Bins	X		
Oven / Stove	X		
Perimeter Electric Gate & Motor			X
Pool Blanket			X
Pool Equipment (including automatic cleaner)	X		
Pool Net			X
Prepaid Electricity Meter			X
Salt Chlorinator	X		
Safe (specify where)	X		
Satellite Dish	X		
Security Beams			X
Solar Heating			X
Sound System and / or Speakers			X
Towel Rails	X		
TV Brackets		X	
Underfloor Heating			X
Wall Heating Panels			X
Washing Line / Whirl Dryer	X		
Water Feature & Pump	X		
Water Filter			X
Water Tanks – sizes:	X		
Water Tank Pumps	X		
Work Bench			X
Freestanding structures that do not constitute residential premises, excluded from sale e.g., Sheds, Storage units, huts			

SELLER:

DATE: 09 / 03 / 2020.

4. **Provision of Additional Information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as “yes”, “no” or “not applicable”. Should the owner have responded to any of the statements with a “yes”, the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5. **Statements in connection with the Property**

	Yes	No	N/A
I am aware of the defects in the roof.		X	
I am aware of the defects in the electrical systems.		X	
I am aware of the defects in the plumbing system, including in the swimming pool (if any).		X	
I am aware of the defects in the heating and air conditioning systems, including air filters and humidifiers.		X	
I am aware of the defects in the septic or other sanitary disposal systems.		X	
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.		X	
I am aware of structural defects in the Property.		X	
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property.		X	
I am aware that remodelling and refurbishment have affected the structure of the Property.		X	
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.		X	
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site.		X	

**IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY
IMMOVABLE PROPERTY**

As per **Section 67 and Section 36** of the Property Practitioners Act and Regulations:

1. **Disclaimer**

This condition report concerns the immovable property situated at:

- 1.1 Erf number: _____
- 1.2 Township: _____
- 1.3 Street address: _____

(the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale / rental in respect of the property.

2. **Definitions**

In this form: -

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health and safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

3. **Disclosure of Information**

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

Additional Information:

6. **Owner's Certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

7. **Certification by Person Supplying Information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8. **Notice Regarding Advice or Inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or disclosure of defects and/or the making of required warranties.

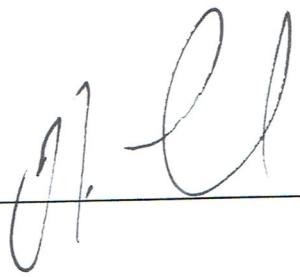
9. **Buyer's Acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.

The prospective buyer acknowledges receipt of a copy of this statement.



10. **Signatures**

Signed at  on 04 / 03 / 2024.

Seller 1

Witness

Witness

Signed at _____ on _____ 20 _____

Seller 2

Witness

Witness

Signed at _____ on _____ 20 _____

Purchaser 1

Witness

Witness

Signed at _____ on _____ 20 _____

Purchaser 2

Witness

Witness

Signed at _____ on _____ 20 _____

The Property Practitioner
(on behalf of and duly authorised)

Witness

Witness

Initials 