



OPEN MANDATE AGENCY AGREEMENT

I/We, Mr Omar the
owner (Seller) of

10D Salamander , 65 Lagoon Drive
(The Property)

Do hereby appoint Tyson Properties (The Agency) on an open mandate basis to sell my/our above mentioned property.

The Terms of this appointment are;

1. The Agency has an Open Mandate to sell The Property from the date of signature until such time that the property is sold, or is taken off the market, or this mandate is terminated.
2. I/we hereby give Tyson Properties consent to process my/our personal information, in accordance with the provisions of the Protection of Personal Information Act, for all purposes related to the carrying out of this mandate. Such consent shall extend to the sharing of my/our personal information with your trusted legal advisors who you may approach for advice or assistance during the provision of your services to me/us.
3. The Seller requires a gross selling price of R 3,300000 which will include commission as set out in clause 4 below.
4. If the Agency sells the property the Seller irrevocably undertakes to pay TYSON PROPERTIES commission calculated at ~~7.5%~~ **5 7.5%** plus VAT of the purchase price, to the Agency. This amount shall be deducted off the purchase price and paid to TYSON PROPERTIES by the Seller's conveyancers on registration of transfer, where after the nett balance of the purchase price shall be paid to the Seller.
The Seller understands that a sale agreement concluded between him/herself and a purchaser shall only be binding once all suspensive conditions (for example, bond approval) have been fulfilled.
5. The Seller shall
 - allow the agents of TYSON PROPERTIES and their prospective purchasers reasonable access to the property in order to view the property;
 - allow TYSON PROPERTIES to display "For Sale" signs on the property;
 - allow TYSON PROPERTIES to hold show days on Sundays.;
 - allow TYSON PROPERTIES to display and market the property on the internet.
6. In the event of the property being registered in the name of a CC, Trust or Company, the AGENT shall likewise become entitled to a Service Fee should there be a change of shareholding or beneficiary, to a person who was introduced to the property during the mandate period.

TO BE COMPLETED BY THE SELLER

7. Is the property tenanted? Yes/No. If yes, please give details (including a copy of Lease if applicable).

8. Do you have an existing bond over the property? Yes/No? If yes, please be aware that 90 days notice needs to be given to your bank that you intend cancelling your bond.


9. Do you have a copy of the Body Corporate Rules, Latest AGM Minutes and Annual Financial Statements? Yes/No? If yes, please hand to Tyson Properties and if NO, please make arrangements to get.

10. A completed and signed Immovable Property Condition Report for The property is attached.

The Seller

TYSON PROPERTIES

Represented by

Reece Abraham 

(Print Name)

Who warrants that he/she is duly authorised

(Print Name)

Who warrants that he/she is duly authorised

Date: _____

Date: 26/05/2023

Place: _____

Place: _____