

Sole & Exclusive Mandate

1. I/We the undersigned,

Stobhan Celofsen

(In this contract referred to as the "Seller"), declaring to be the registered owner of:

38 Iliza Bay, Zint River Estate, Mthunzi

do hereby grant Trily Property Properties (Pty) Ltd (a Lew Geffen Sotheby's International Realty Zululand (In this contract referred to as the "Property Practitioner"), a Sole & Exclusive Mandate to facilitate the sale of the property upon the following terms and conditions:

2. I/We warrant that:

2.1 I/We have the right to sell the Property

2.2 If the signature or written consent of any persons or owners is required to conclude a valid Agreement of Sale in respect of the Property, then I/We undertake to obtain the signature or written consent of each persons or owners, failing which, I/We shall be liable to the Property Practitioner for payment of damages which are hereby agreed to be equal to the amount of the Property Practitioner's Professional Fee as agreed herein.

3. The mandate shall commence on 17.01.24 and expire on 17.01.24 *SW*

4. The Seller hereby instruct the Property Practitioner to procure a willing and able Purchaser for the Property described above, for R. R1 850 000 gross, R1 700 000 net or such other price mutually agreed upon by the Purchaser and the Seller on term contained herein and the Property Practitioner's standard Offer to Purchase, whereupon this mandate shall be deemed to have been fulfilled.

5. Commission

Commission at the rate of 7 % plus VAT, thereon shall be payable to the Property Practitioner by the Seller in the following circumstances and be calculated: *(If price discounted than commission rate ~~is 5%~~ to be negotiated/confirmed)* *SW*

5.1 on the sale price, should the Seller sell the Property to anyone during the period of this mandate
5.2 on the sale price, should the Seller sell within 3 months from the end of the mandated period of this mandate to any Purchaser who was introduced to the Property or the Seller by the Property Practitioner during this mandate regardless of whether such introduction was the effective cause of the sale. In other words, and if the Property Practitioner prove that he/she introduced the Purchaser during this period of the

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CR 2016/013233/02 | VAT 4570272802 | KWASA2016032816/02/24
Registered with the PRPA: PR242392
Directors: Benjamin Smith, Benji Foxton, Jon Malton, Philip Mphahlele

SW

mandate, the Seller's will have to pay the Property Practitioner's Professional Fee. The Seller's is cautioned to check with the Property Practitioner before accepting any offer from the Purchaser's which he/she may receive during the 3 month period mentioned in this paragraph, to determine whether the Purchaser was in fact introduced by the Property Practitioner:

5.3 On the sale price, should the Seller's after the 3 months from the date of which the mandate period ended, should the Seller's sell the Property to any Purchaser's who was introduced to the Property or the Seller's by the Property Practitioner during the mandate period where such introductions was the effective cause of the sale. The Seller's are cautioned to check with the Property Practitioner to check before accepting any offer from the Purchaser's which he/she may receive during the period mentioned in this paragraph, to determine whether the Purchaser's were in fact introduced by the Property Practitioner and whether the Property Practitioner can prove that the introduction was the effective cause of the sale.

5.4 On the mandate price should the Property Practitioner during the period of the mandate produce to the Seller's an Offer to Purchase for the Property from a willing and able Purchaser at the full mandate price and shall be paid in full to the one of them who actually produced the offer. In other words, as long as the offer is at the full mandate price and as long as the Purchaser's is properly financially qualified to purchase, the Seller's will have to pay the Professional Fee to the Property Practitioner even though the Seller's might decide not to accept the offer and/or not sell the Property.

6. The Seller's undertake to:

6.1 Allow the Property Practitioner or any Purchaser's interested in the property access to the property at all reasonable times

6.2 Advise the Property Practitioner immediately of any offers made to purchase the property or any conditions that may affect the sale of the property

6.3 Provide the Property Practitioner with all information required to sell the property including but not limited to:

6.3.1 details of any existing mortgages or liens on the property

6.3.2 any zoning or environmental regulations that may affect the property

6.3.3 details of any structural alterations made to the property

6.4 Not advertise or market the property through any other Agency during the period of this mandate

6.5 Allow the Property Practitioner to exhibit a SOLD sign on the property upon conclusion of the sale in terms of this mandate.

6.6 Notify the Property Practitioner in writing of any changes of address, telephone number or other contact details

This mandate constitutes the entire agreement between the parties and no alteration or variation hereof shall be of any force or effect unless reduced to writing and signed by both parties.

This mandate shall be governed by and construed in accordance with laws of the Republic of South Africa.

The parties agree that any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the rules of the Arbitration Foundation of South Africa.

DECLARATION REGARDING PRIVACY OF YOUR PERSONAL INFORMATION

In assisting with and facilitating this mandate and performing our responsibilities in terms of the mandate, we are required to collect and process (including the sharing thereof, as necessary) certain of your personal information. We respect and protect the personal information that we collect from you as is required in terms of the Protection of Personal Information Act 4 of 2013. Read our Privacy Policy on our website at www.scdh.gov.za for more details.

Signed at Cape Town on this day 19 of January 2024.

Seller Name: Joseph Olofson Seller Signature: 

Seller Name: _____ Seller Signature: _____

Lew Goffen | Sotheby's

INTERNATIONAL REALTY

MANDATORY DISCLOSURE

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

1 Disclaimer

This condition report concerns the immovable property situated at:

Address: 58 WIZA 4TH / ZIM FIVE ESTATE / MTUNZINI

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 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 or 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.

4 Provision of additional information

The owner represents that to the best of his or her knowledge the response 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 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 the air filters and humidifiers		X	

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 CK 2016/018333/02 | VAT 46702727302 | www.southafrica.co.za
 Registered with the FICA: F3424932
 Directors: Dominique Smith, Devlin Foxcroft, Ian Malen, Philip Mkhumbi

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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 fitting 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	
ADDITIONAL INFORMATION			
SINCE YEAR NEW BATHROOM TOILET LEAKS			
OCCASIONALLY - DECEASED PART. CAREFULLY			
NO LEAK.			
BACK DOOR LEAK FROM INSIDE PLUMBING - WILL BE			
REPAIRED			
SINGLE SIDE CURTIS PROPERTY			

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.

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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 the disclosure of defects and/or the making of required warranties.

9 Buyer's acknowledgment

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 CAPE TOWN on 19 January 2014

Signature of owner



Signature of purchaser

Signature of property practitioner