

Harcourts

JOINT EXCLUSIVE MARKETING MANDATE

We/I, the undersigned: **Duskywing (Pty) Ltd** in my/our capacity as registered owner(s) of (address) **ERF 954, Main Road, Agulhas**, hereby grant the joint exclusive and irrevocable sales mandate to **HARCOURTS CAPE AGULHAS** together with **CHAS EVERITT** to advertise and sell the above **property** for the amount of:

Erf 954(1) @ R2,495,000-00

Erf 954(2) @ R1,950,000-00

Erf 954(3) @ R1,750,000-00

Erf 954(4) @ R2,100,000-00

Erf 954(5) @ R1,950,000-00

FULL OPPORTUNITY – R7,500,000-00

or such lesser amount as I may agree to. It is assumed that should a transaction take place, the **agent's** commission of **5% (VAT excluded)** will be paid by me, the **Seller**, to **HARCOURTS CAPE AGULHAS** or **CHAS EVERITT**. There will be a commission split of **90%** to the selling agency and **10 %** to the non-selling agency,

1. UNDERTAKING BY THE ESTATE AGENT (S)

- 1.1 The **Estate agent** undertakes to maintain continuous contact with the **Seller** during the term of the mandate and to provide him / her with regular feedback on the progress made in the marketing of his / her **property**.
- 1.2 The **Estate agent** is hereby authorized to access and view the **property** at appropriate times.
- 1.3 The **Estate agent** undertakes to advertise the **property** on a regular basis.
- 1.4 The **Estate agent** will erect a For Sale sign at the **property** for the duration of this **Joint Exclusive Mandate** and a Sold Sign for a period of three months after the **property** has been sold by the **Estate agent**.
- 1.5 The **Estate agent** undertakes to submit to the **Seller** all written offers made on the **property**.

2. UNDERTAKING BY THE SELLER (S)

- 2.1 During the term of this exclusive mandate, I, the **Seller**, will not sell the **property** myself or through any other **Estate agent** not in the Mandate.
- 2.2 ~~The **Property** may also not be withdrawn from the market, for whatever reason. Should I do so, I will be liable to pay the full commission to the **Real Estate agent** mentioned in this mandate, in addition to commission payable to any other **estate agent**.~~
- 2.3 For a period of 12 (twelve) weeks after the expiry of the mandate, I may not sell my **property** myself or through the intervention of another **estate agent** to any buyer introduced by said **estate agent** during the term of this **Joint Exclusive Mandate**. Should I do so, I would be liable to pay the **Estate**

agent the full commission determined in the **Joint Exclusive Mandate**, in addition to any obligations I may have to any other **estate agent**.

- 2.4. I, the **Seller**, further acknowledge that the **Estate agent** has fulfilled his / her mandate and earned his / her commission by submitting an Offer to Purchase by a qualified and willing buyer at a sale price as stipulated in this mandate, or for a lesser amount acceptable to me, the **Seller**.

3. THE CONSUMER PROTECTION ACT, LAW OF 2008

- 3.1 If the **Seller** is a judicial entity for purposes of the Consumer Protection Act of 2008, then the provisions of this clause do not apply.
- 3.2 I, the **Seller**, will be entitled in terms of the relevant provisions contained in the Consumer Protection Act, to terminate this mandate any time before the expiry of the mandate period, by giving 20 (twenty) days written notice of my intention to the **Estate agent**. I, the **Seller**, will be responsible for paying a reasonable cancellation fee to the **Estate agent**, of which, the cancellation fee will cover all reasonable expenses incurred by the **Estate agent**, including marketing expenses.
- 3.3 I, the **Seller**, confirm that I select **Louis Wiese & Strepies van Wyk** (and their colleagues) as my **agents** of choice to market my **property** exclusively together with the agencies as set out herein.
- ✓ after approaching the **Agent** independently.
- 3.4 If this mandate has been concluded following direct marketing by the **Agent**, I, the **Seller**, have the right to end this exclusive mandate, without any liability, within 5 (five) working days after the date of signing hereof.
- 3.5 I, the **Seller**, hereby confirm that the **Agent** has explained the meaning and implications as well as the consequences of the provisions of this mandate and that I am aware of the responsibilities that this mandate places on me and the restriction of my rights.
- 3.6 I, the **Seller**, take note that I am required to complete and sign the attached "Immovable Property Condition Report" as prescribed by the Estate Agency Affairs Board. I, the **Seller**, declare that the **property** is suitable to use for the purpose for which it is marketed. This declaration by me, the **Seller**, introduces a complete list of any defects and damage to the **property** and the declaration is a good and faithful attempt by me to reveal the defects to the Buyer. The required "Immovable Property Condition Report" must be attached to this contract at all times.

Please select the statement below that is applicable:

- I, the **Seller**, hereby confirm that I am not selling this **property** through my Company and that the relevant provisions of the Consumer Protection Act 68 of 2008 consequently do not apply to the sale of the **property**; or—
- I, the **Seller**, hereby confirm that I am selling this **property** through my Company and that the relevant provisions of the Consumer Protection Act 68 of 2008 consequently will apply to the sale of my **property**.

4. CONSUMER'S RIGHT TO COOLING-OFF PERIOD AFTER DIRECT MARKETING

- 4.1 This section does not apply to a transaction if section 44 of the Electronic Communications and Transactions Act applies to that transaction.
- 4.2 To the extent that this section applies to a transaction or agreement, it is in addition to and not in substitution for any right to rescind a transaction or agreement that may otherwise exist in law between a supplier and a consumer.
- 4.3 A consumer may rescind a transaction resulting from any direct marketing without reason or penalty, by notice to the supplier in writing, or another recorded manner and form, within five business days after the later of the date on which—
- (a) the transaction or agreement was concluded; or

(b) the goods that were the subject of the transaction were delivered to the consumer.

4.4 A supplier must—


- (a) return any payment received from the consumer in terms of the transaction within 15 business days after—
- (i) receiving notice of the rescission, if no goods had been delivered to the consumer in terms of the transaction; or
 - (ii) receiving from the consumer any goods supplied in terms of the transaction; and
- (b) not attempt to collect any payment in terms of a rescinded transaction, except as permitted in terms of section 20(6).

This mandate shall start at 08h00 on the 18th day of April 2024, and end at 17h00 on 31 October 2024.

SIGNED AT: STRUISBAAI this 24th day of APRIL 2024



Seller 1

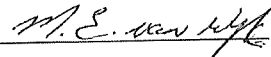


Harcourts Cape Agulhas

Property Consultant

LOUIS WIESE

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Chas Everitt CAPE AGULHAS

Property Consultant

MARGARETHA ETRESIA VAN WYK

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Harcourts Cape Agulhas Purchasers excluded from the Mandate:

Denis Dunn

Tony Smit

Morne Vorster

Cape Gannet Properties

Wouter Gouws

Eberhardt Kruger (Kruger Holdings & Lawyer Firms linked to them)

Aslam Parker