

## Mandate to Sell

In respect of:

Erven and or farm portions as released by the seller for sale in the townships of Nylstroom Extension 7, Nylstroom Extension 11, Nylstroom Extension 23, Modimolle Extension 27, Portion 177 (a portion of portion 1) of the farm Nylstroom Town and townlands No 419-KR and other townships in (or to be proclaimed in) as well as any farm portions (or portions to be subdivided) in the residential estate known as **Koro Creek Estate** and controlled or still to be controlled by the KORO CREEK HOME OWNERS ASSOCIATION NPC Reg. No 2005/020842/08.

(the "Property")

### **Marjo Property and Development Company (Pty) Ltd**

Registration number **1999/016122/07**

duly herein represented by **Yvette Krüger**

herein after referred to as (the "Seller")

of

Physical Address: \_\_\_\_\_  
Postal Address : \_\_\_\_\_  
Telephone : **082-854-3405**  
E-Mail Address : **yvettek@mweb.co.za**

(the "Domicilium Address")

hereby grant an open mandate to registered estate agents to market and sell the Property.

("the Agent/s")

The Seller, being the registered owner(s) of the Property, hereby grants a mandate to the Agent/s and instructs the Agent/s to market the Property in order to sell the Property on the following terms and conditions:

1. The mandate hereby granted shall be an open general mandate, that is an authority to market the property by multiple Agent/s, where estate agents commission, if applicable, is payable to the Agent that effectively caused the sale if an offer is accepted by the Seller and successfully transferred to a Purchaser's name.
2. The Selling Price of the Property, being the amount that the Seller wants to receive in his/her pocket as released by the Seller from time to time, all subject to change, and/or such other amounts as the Seller might accept (inclusive of Value Added Tax ("VAT") and including provision for Estate Agent's Commission. The marketing price of the property shall be the Seller's aforementioned prescribed price which includes provision for Estate Agent's Commission as per clause 3.
3. The estate agent commission amount payable by the Seller to the Agent that effectively caused the sale shall be an amount equal to 6% (including VAT) of the purchase price agreed on by both the Seller and Purchaser as per accepted offer to purchase the property once such an agreement is entered into by the Seller and Purchaser. In the event that the Purchaser was referred to the Agent mentioned above by another estate agent, the referring estate agent shall be entitled to 50% of the abovementioned 6% commission. Estate agent commission shall be deemed earned and payable to the Agent on successful registration of transfer of the property into the purchaser's name.
4. The period of the mandate shall commence on the date of signature hereof and shall terminate after 6 months or with 30 days notice given by the Seller on the web site [www.koro-creek.co.za](http://www.koro-creek.co.za)
5. Transfer of the Property as well as any bond registrations shall be effected by the Seller's nominated conveyancers.
6. The seller's nominated agreement shall be used for any offers to purchase and the Seller reserves the right to accept or decline any offer at the seller's own discretion.
7. The Agent acknowledges that s/he acts for and on behalf of the Seller and shall abide by the Seller's wishes and conditions.
8. The Agent is hereby authorized to place advertisements marketing the property in print, web and social media.
9. The Agent shall keep confidential any information furnished by the seller in confidence.
10. The Agent shall forthwith submit to the seller all offers received for the property.
11. The Agent may direct their potential purchasers directly to [www.koro-creek.co.za](http://www.koro-creek.co.za) for more estate specific information and may use any photos or videos from the web site in their own marketing campaigns.
12. Agents may register any potential purchasers with the Seller in advance, in which case the Agent shall be notified should any direct or other Agent offers be received from the Agent's registered potential purchaser.

**THUS DONE AND SIGNED BY MARJO AT STELLENBOSCH ON THE 25th DAY OF OCTOBER 2022.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
for Marjo Properties  
Yvette Krüger