



Registered with the Property Practitioner Regulatory Authority (PPRA)

EXCLUSIVE MANDATE

I/We, the undersigned, _____ (in this contract referred to as “the Seller”) being the sole owner/(s) of Erf _____ Address _____ (in this contract referred to as “the Property”) hereby grant an exclusive mandate to Leadsprop (Pty) Ltd (in this contract referred to as “the Agent”) to facilitate the sale of the Property on the following terms and conditions:

1. The Property will be offered for sale at R _____ (in this contract referred to as “the Marketing Price”) which price may be changed by Agreement between the Seller and the Agent from time to time, or such other price as may be offered by a purchaser and accepted by the Seller (in this contract referred to as “the Sale Price”).
2. This mandate will start at _____ (time) on _____ (date) and will end At _____ (time) on _____ (date) (in this contract referred to as “the Mandate Period”) during which period the Seller shall not sell or attempt to sell the Property through the Seller’s own activities or through the activities of any other estate agent and shall refer all enquiries received regarding the Property, to the Agent.
3. Commission shall be paid by the Seller to the Agent at a rate of _____ (percent) in the following circumstances, calculated:
 - 3.1 On the Sale Price, should the Seller sell the Property to anyone during the Mandate Period. This means that the commission will be payable even if the purchaser was not introduced to the Property or to the Seller by the Agent, and even if the Seller found the Purchaser through the Seller’s own activities.
 - 3.2 On the Sale Price, should the Seller within a period of 3 (three) months from the end of the Mandate Period sells the Property to any person who was introduced to the Property or to the Seller by the Agent during the Mandate Period, regardless of Whether such introduction was the effective cause of the sale. In this regard the Seller is cautioned to check with the Agent before accepting any offer which may be received during the 3 (three) month period following the Mandate Period, to determine whether such purchaser was in fact introduced by the Agent.
 - 3.3 On the Mandate Price should the Agent during the Mandate Period deliver to the Seller an offer to purchase the Property from a willing and able purchaser, at the Market Price. In this regard the Seller is cautioned to note that as long as the offer is at the Mandate Price, and as long as the purchaser is properly financially able to purchase the Property, the Seller will have to pay commission to the Agent, even if the Seller might decide not to accept the offer or not to sell the Property.

4. The Agent shall make all reasonable effort to market the Property in accordance with the Agent's standard marketing practices which include listing the Property on the Agent's website and on all the associated property portals and shall report to the Seller from time to time the progress made in marketing the Property.

5. PROTECTION OF PERSONAL INFORMATION ACT (POPI ACT)

The Seller acknowledges and agrees that through the submission of his/her contact Details And information to the Agency, he/she is hereby deemed to have consented to the use of his/her details for marketing and/or future business purposes only. Should the Seller does not wish for the Agency to retain his/her details for current or future marketing and/or business purposes, the Seller must inform the Agency in writing.

6. COMPLETION OF MANDATORY PROPERTY CONDITION REPORT

The Seller/s acknowledges and agree to complete the Mandatory Property Conditions Report as required by legislation and attach this report with the signed mandate.

Signed at _____ on _____ 20__.

SELLER 1

SELLER 2

LEADSPROP