

## MANDATE (v3/9/24)

### 1. SCHEDULE

1.1	The Agent	REAL ESTATE POWER t/a REMAX PREMIER
	Company Registration Number	2009/109854/23
	VAT Registration Number	4480257916
	Fidelity Fund Certificate Number	2023118787

1.2	The Landlord	Lakehouse Investments (PTY) LTD
	Registration / ID /Trust Number	2025/CG 5367/01
	VAT Registration Number	
	Income Tax Registration Number	

1.3	The Premises (Address)	6 Indian road, Kenilworth Upper		
	Section / Erf Number	58/1992 Exeter Park Flat C/19		
	Township (Allotment Area)			
	Parking Bay & Number(s)			
	Pets Allowed	<input type="radio"/>	Yes	<input checked="" type="radio"/> No
	Smoking allowed	<input type="radio"/>	Yes	<input checked="" type="radio"/> No

1.4	Required Monthly Rental before deduction of Management Commission R		
	Payment Date	Direct deposits	1 <sup>st</sup> of the month/first working day after the 1 <sup>st</sup> of every month or when money reflecting in bank account of Remax Premier.

1.5	Management Commission (Excluding Vat)	7%
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1.6	Procurement Commission (Excluding Vat)	—%	On the gross rental amount, or a minimum of 1 month's rental, whichever is the greater.
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1.7	Sales Commission (Excluding Vat)	—%
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1.8	The Landlord's Nominated Bank Account		
	Name of Account Holder	Lakehouse Investments (pty) Ltd	
	Bank Name	ABSA	
	Bank Branch		
	Branch Code	632005	
	Account Number	4122826607	
	Reference	Rental flat C19 Exeter Park	

1.9	The Landlord's Contact Details			
	Physical		Code	
	Postal		Code	
	Email (General)	hamzah @ nada.i. co.za		
	2 <sup>nd</sup> Email	salim @ nada.i. co.za		
	Office Contact No	072 760 7791	Home Contact No	
	Alternate Contact No	072 500 7007	Telefax	

1.10	The Agents Contact Details			
	Physical	SHOP G103B, CAVENDISH ST, CAVENDISH SQ, CLAREMONT	Code	7735
	Postal	SUITE 70, PRIVATE BAG X1005, CLAREMONT	Code	7708
	Email (General)	kevinjacobs@remaxpremier.co.za		
	Email (Maintenance)	olga@remaxpremier.co.za		
	Office Contact No	021 657 3560	Agent Cell	072 938 6292 - Saadiq

1.11	Direct Marketing as defined in the Consumer Protection Act means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of: (a) promoting or offering to supply, in the ordinary course of business, any goods or services to the person; or (b) requesting the person to make a donation of any kind for any reason. Has the Agent approached the Landlord in this manner (tick appropriate box)	<input type="radio"/>	Yes	<input type="radio"/>	No
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1.12	I the Landlord, as the owner of the Premises set out in the Schedule, nominate <b>REMAX PREMIER</b> (referred to in clause 1.1 of the Schedule) to be my Agent from the date of signature of this Mandate for the duration of the term as set out in clause 8 of this Mandate for the purposes of:			
1.12.1	Finding and managing any Tenant on the Premises (Management)		<input type="radio"/>	
	or			
1.12.2	Finding a Tenant only (Procurement);		<input type="radio"/>	
			<i>Tick either 1.12.1 or 1.12.2</i>	
1.13	Specific requirements in respect of a potential Tenant as recorded by the Landlord:			

1.14	<p><b>Do you require the agent to pay the following accounts on your behalf from the monthly rental income:</b>  <b>Tick YES or NO</b></p> <p><b>If YES, please return copies of these accounts with the mandate</b></p>			
	<b>TYPE</b>			<b>ACC NUMBER</b>
	Levies	YES	NO <input checked="" type="checkbox"/>	
	Municipal rates etc	YES	NO <input checked="" type="checkbox"/>	

2. NATURE OF MANDATE AGREEMENT AND RECORDAL				

- 2.1. The Landlord as owner of the Premises hereby instructs **REMAX PREMIER** to perform the functions of an **Property Practitioner** as defined in the PPRA Act 112 of 1976 ("EAAA").
- 2.2. **REMAX PREMIER** is instructed either to **Manage** (See 1.12.1) a Tenant on the Premises or **Procure** (1.12.2) a Tenant for the Premises; depending on which box is ticked in the Schedule.
- 2.3. **REMAX PREMIER** acknowledges that her specific rights and duties will depend on the type of instruction given.
- 2.4. **REMAX PREMIER** acknowledges/agrees and warrants that she is registered as an **Property Practitioner** with the PPRA Board, in terms of the Act mentioned above, and that she is in possession of a valid Fidelity Fund Certificate.
- 2.5. Should **REMAX PREMIER** be found in breach of the above clause:
  - 2.5.1. this agreement shall be immediately terminable by the Landlord;
  - 2.5.2. the Landlord shall be entitled to claim back any amount or Commission paid to **REMAX PREMIER**; and
  - 2.5.3. the Landlord shall be entitled to claim damages from the **REMAX PREMIER**.
- 2.6. It is hereby agreed that should the Landlord decide to sell this property to the tenant or decide to put the property on the market during the currency of the lease or 12 months thereafter, **REMAX PREMIER** will be deemed the effective cause of the sale should the tenant purchase and if not, **REMAX PREMIER** will be given a 3 month **SOLE MANDATE** to sell during the lease period and the Landlord shall be liable to pay brokerage to **REMAX PREMIER** at a rate of 5%, calculated on the gross purchase price of the property. Such brokerage shall be deemed to have been earned on fulfilment of all suspensive conditions and be payable on transfer of the property. The Tenant hereby has the right to first refusal should an offer on the property be submitted during his tenancy.

<b>3. PROCUREMENT RIGHTS AND DUTIES (See 1.12.2)</b>
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- 3.1. **REMAX PREMIER** is tasked with finding a suitable Tenant to lease the Premises from the Landlord. In so doing **REMAX PREMIER** is responsible for the following:
  - 3.1.1. Familiarizing herself with the property;
  - 3.1.2. Advertising, marketing and otherwise exposing the Premises to potential Tenants including the use of the internet, telecommunications and general advertising and marketing strategy;
  - 3.1.3. Arranging for potential Tenants to view the Premises by making arrangements with the Landlord or current occupant of the Premises to have access to the Premises at all reasonable times for this purpose;
  - 3.1.4. Negotiating the subsequent Lease Agreement with potential Tenants and ensuring all suspensive and resolute legal formalities pertaining to the Lease Agreement are complied with;
  - 3.1.5. Performing all vetting, including but not limited to credit, employment and other reference checks on potential Tenants who have applied to lease the Premises;
  - 3.1.6. Informing the Tenant of all rights and duties in terms of the Lease Agreement including the Tenant's duties to pay Rental on time and to look after the Premises;
  - 3.1.7. Initiating and performing the incoming snag list or initial inspection of the Premises and recording all existing damages or existing defects to the Premises;
  - 3.1.8. Informing the Tenant who will be the contact person once the Lease Agreement is signed regarding any matters concerning the Premises;

- 3.1.9. Explaining to the Tenant that the Tenant may be asked by **REMAX PREMIER** to pay a portion of the Rental directly to **REMAX PREMIER** if the Landlord does not pay **REMAX PREMIER** a portion or the full amount of Commission due to **REMAX PREMIER**;
  - 3.1.10. Ensuring that the specific requirements in respect of a potential Tenant have been met and that a Tenant that does not meet those specific requirements such Tenant does not take occupation of the Premises; and
  - 3.1.11. Ensuring that the Tenant can afford the required Rental as per the Schedule.
- 3.2. **REMAX PREMIER** shall not be liable to the Landlord (provided the Tenant has been correctly screened and placed by **REMAX PREMIER**) for any damages suffered by the Landlord as a result of the Tenant breaching the Lease Agreement, which shall include but is not limited to the Tenant failing to pay Rental, vacating the Premises before the Lease Agreement expires, or causing damage to the Premises.

#### 4. MANAGEMENT RIGHTS AND DUTIES (See 1.12.1)

- 4.1. Together with the rights and duties set out hereunder **REMAX PREMIER** is tasked with finding a suitable Tenant as per clause 3 together with all applicable responsibilities thereunder.
- 4.2. **REMAX PREMIER** is further tasked with administering and managing the Lease Agreement as well as the Premises. In so doing **REMAX PREMIER** is responsible for the following:
  - 4.2.1. Ensuring that all suspensive and resolutive conditions to the Lease Agreement have been fulfilled and that the Deposit which the Tenant is required to pay in terms of the Lease Agreement is received immediately from the Tenant and is transferred to its trust account, more specifically an interest-bearing account with a banking institution, as required by the Rental Housing Act 50 of 1999, as read with the EAAA.
  - 4.2.2. Collecting and ensuring payments of all amounts due and owing to the Landlord in terms of the Lease Agreement and keeping a complete, correct and up-to-date record of such payments;
  - 4.2.3. Attending timeously and with due diligence to all queries and complaints by the Tenant and informing the Landlord of any queries or complaints that requires her intervention;
  - 4.2.4. Attending to all defaults and breaches of the Lease Agreement and informing the Landlord promptly of these defaults and breaches;
  - 4.2.5. Inspecting the Premises as per the Lease Agreement;
  - 4.2.6. Paying the Landlord to his Nominated Bank Account as set out in item 1.8 of the schedule, by the date referred to in 1.4 of the schedule, all required rental and ancillary expenses paid by the Tenant, as well as VAT thereon; and
  - 4.2.7. Instructing responsible attorneys to institute all legal proceedings, including but not limited to, issuing an application or summons, defending any legal action, settling any matter or evicting the Tenant. **REMAX PREMIER** will, prior to instructing the attorneys, contact the Landlord and inform him of the legal situation, in so doing providing him with the contact details of the preferred attorney and ask for consent to refer the matter. The costs of the attorney will be for the Landlord's account. Should a power of attorney be concluded in this regard, **REMAX PREMIER** may act as a representative for the Landlord.

#### 5. THE LANDLORD'S DUTIES AND OBLIGATIONS

- 5.1. The Landlord shall:
  - 5.1.1. supply **REMAX PREMIER** with a copy of the body corporate or home owners association rules and regulations, where applicable, prior to the conclusion of this mandate;
  - 5.1.2. prepare a detailed inventory of the Premises, where applicable, to be made available to **REMAX PREMIER**;
  - 5.1.3. ensure that the Premises are clean, in a good and clean condition and all fittings, appliances, equipment and amenities are in sound and good working order and suitable to be let;
  - 5.1.4. ensure that the Premises is let with all the furnishings, fittings, appliances, equipment and amenities represented by the Owner as being in or forming part of the Premises;
  - 5.1.5. supply **REMAX PREMIER** with the requisite FICA documents, including proof of the Landlord's residence and a copy of the Landlord's Identity document

## 6. COMMISSION

- 6.1. Should this be a Procurement Mandate:
- 6.1.1. **REMAX PREMIER** is entitled to a Commission from the Landlord based on the value or percentage as set out in 1.6 of the Schedule, upfront on the value of the Lease (which is calculated by taking the length of the Lease and multiplying it by the Rental payable) for procuring the Tenant.
- 6.2. Should this be a Management Mandate:
- 6.2.1. **REMAX PREMIER** is entitled to a Commission from the Landlord based on the value or percentage as set out in 1.5 of the Schedule, per month on the total Rental collected, together with all such other costs and amounts which the Landlord may owe **REMAX PREMIER**. Such amounts may be deducted from the Rental collected by **REMAX PREMIER**; and
- 6.2.2. should the Landlord cancel this Mandate for any reason whatsoever during the term of the Lease Agreement, the Landlord will still be liable to pay **REMAX PREMIER** the Commission that **REMAX PREMIER** would have earned for the remaining term of the Lease Agreement. This Commission must be paid by the Landlord to **REMAX PREMIER** immediately after this Mandate is cancelled by the Landlord.
- 6.2.3. should **REMAX PREMIER** be instructed to oversee any repairs/maintenance exceeding R\_\_\_\_\_ at the Premises, **REMAX PREMIER** shall be entitled to an Administration Fee of \_\_\_\_\_% (Excluding Vat) on the value of the repairs/maintenance effected.
- 6.3. It is specifically recorded that, regardless whether this is a Procurement Mandate or a Management Mandate or whether the Tenant renews the Lease or concludes a further lease agreement after the termination or cancellation of the Lease with or without the assistance of **REMAX PREMIER**, **REMAX PREMIER** will be regarded as the effective cause of the conclusion of the renewal or further lease agreement. **REMAX PREMIER** will be entitled to payment of commission by the Landlord, equal to the percentage or value as referred to in item 1.5 and 1.6 of the Schedule and calculated as set out in 6.1 above.

## 7. SALE OF PREMISES

- 7.1. If the Tenant signs a Sale Agreement with the Landlord at any time during the period of Lease Agreement or any renewal of the Lease Agreement or within 12 (Twelve) months after the Lease Agreement or renewal has terminated; then **REMAX PREMIER** will be regarded as the direct reason that the sale took place and will be entitled to payment, by the Landlord, of Commission equal to the percentage or value, as referred to in item 1.7 of the Schedule.
- 7.2. Should the Premises be sold during the currency of the Lease Agreement to a third party who is not the Tenant, all remaining fees that would have been collected by **REMAX PREMIER** during the remainder of the lease term be immediately due and payable to **REMAX PREMIER**, without deduction or set-off, on the date of registration of transfer into the name of the Purchaser, and this amount shall be deducted from the proceeds of the sale.
- 7.3. The Landlord agrees that, should the premises be put up for sale and a Sale Agreement concluded, the Landlord will notify **REMAX PREMIER** if a sale occurs during the period mentioned in 7.1.

## 8. BREACH

- 8.1. In the event that either Party breaches the terms of the Mandate, and:
- 8.1.1. the provisions of section 14 of the Consumer Protection Act 68 of 2008 ("the CPA") apply and such Party remains in breach of such term for a period of 20 (Twenty) Business Days after dispatch of a written notice calling upon the Party to remedy such breach; or
- 8.1.2. the provisions of section 14 of the CPA do not apply and such Party remains in breach of such term for a period of 7 (Seven) calendar days after dispatch of a written notice calling upon the Party to remedy such breach,
- then the innocent party shall be entitled at his sole discretion and without prejudice to any other rights in law to either claim specific performance in terms of this Mandate or to cancel this Mandate forthwith and without further notice claim damages from the defaulting Party.

**9. TERM**

- 9.1. If 1.12.2 of the Schedule has been marked, this Mandate will terminate on the payment of the Commission stipulated in 1.6 of the Schedule and **REMAX PREMIER'S** liability will end, provided that he has duly exercised his duties in terms of clause 3.
- 9.2. If 1.12.1 of the Schedule has been marked, this Mandate will continue for the period of the Lease Agreement or any further period that the Lease Agreement is renewed, after which either the Landlord or **REMAX PREMIER** may terminate this Mandate by giving the other party 2 (Two) calendar months' written notice. Furthermore, this Mandate will continue on a month to month basis after its termination, subject to any material changes, unless the Landlord gives **REMAX PREMIER** 1 (One) months' notice, in writing, before the expiry date, of his intention not to continue with this Mandate. In such an event, the Mandate will terminate on the 1st (First) day of the month immediately following the end of the 1(One) month notice period.

**10. LIMITATION OF LIABILITY**

Neither Party shall be held liable for any loss, damage or injury which either Party may suffer unless such loss, damage or injury is due to the breach of this Mandate, gross negligence of the defaulting party or the defaulting Party breaching the provisions of the CPA.

**11. COOLING OFF PERIOD**

Should **REMAX PREMIER** have approached the Landlord by way of any means of Direct Marketing in terms of the definition contained in the Schedule, the Landlord shall have the option to cancel this Mandate within 5 (Five) Business Days of signature hereof without facing any penalty or subsequent legal liability.

**12. NOTICES AND DOMICILIUM**

- 12.1. Any letter or notice given in terms of this agreement shall be in writing and shall:
- 12.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - 12.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 4th (Fourth) Business Day following the date of such posting; and
  - 12.1.3. if transmitted by facsimile or email be deemed to have been received by the addressee 1 (One) calendar day after dispatch.
- 12.2. For purposes of the above clauses, the contact details are:
- 12.2.1. The Landlord, as referred to in item 1.9 of the Schedule; and
  - 12.2.2. **REMAX PREMIER**, as referred to in item 1.10 of the Schedule.
- 12.3. Notwithstanding anything to contrary contained herein, a written notice of communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen *domicilium citandi et executandi*.

**13. GENERAL**

- 13.1. No changes to this Mandate will be valid unless reduced to writing and signed by both Parties.
- 13.2. The Landlord and **REMAX PREMIER** agree that this Mandate contains everything agreed to between them.
- 13.3. If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this Mandate, the election not to act shall not constitute a waiver of any of the rights of such Party and such Party may still demand compliance with the provisions of this Mandate at a later stage.
- 13.4. If any provision of this Mandate becomes or is found to be unenforceable or unlawful, the remainder of this Mandate will not be affected and the offending provision shall be severable from the remainder of the Mandate. The remaining provisions shall remain to be of full force and effect.
- 13.5. Not limiting the inherent jurisdiction that any other court may have, the Parties consent to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Mandate, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.
- 13.6. The Landlord acknowledges that he/she/it:
- 13.6.1. has had an opportunity to read and consider the provisions of this mandate;
  - 13.6.2. has had an opportunity to query any provision of this mandate;
  - 13.6.3. understand the contents of this mandate;
  - 13.6.4. is satisfied with the provisions of this mandate.

14. SPECIAL CONDITIONS


FICA DOCUMENTS TO BE ATTACHED WITH THIS MANDATE

Financial Intelligence Centre Act, 2001, all accountable institutions which includes Property Practitioner have a duty to know their clients and keep a record of the identity, address and income tax documents.

Where Landlord is a natural person	Where Landlord is a juristic person
RSA ID Document / Passport	Company registration document
Proof of current address	Proof of current address
Proof of SARS Income tax number	Proof of SARS Income tax number
	Resolution of members / directors / trustees

SIGNED AND DATED BY THE Property Practitioner AT THE UNDERMENTIONED PLACE AND ON THE UNDERMENTIONED DATE, IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES, HE/SHE BEING DULY AUTHORISED THERETO.

Signed by the Property Practitioner at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_


AGENT

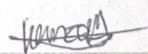
WITNESS 1

NAME OF SIGNATORY

SIGNED AND DATED BY THE LANDLORD AT THE UNDERMENTIONED PLACE AND ON THE UNDERMENTIONED DATE, IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES, HE/SHE BEING DULY AUTHORISED THERETO.

Signed by the LANDLORD at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

  
 LANDLORD

  
 WITNESS 1

Salim Ayob  
 NAME OF SIGNATORY