

MANDATE AGREEMENT

Natural Person Version

[Ask TPN: 248]

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1.	SCHEDULE
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1.1	The Property Practitioner	Brenda Riddell
	Registration number / identity number	5201040082081
	VAT registration number	
	Fidelity Fund Certificate number	FFC # 0782694
	Mandatory Disclosure Form	Yes No

1.2	The Landlord	Judy Telana Mahadeo
	Registration number / IT number / identity number	7201080171082
	VAT registration number	
	Income tax registration number	2588113148

1.3	The Premises	11 Sluysken Road, Northshore - Hout Bay
	Stand / Erf	
	Township	Hout Bay
	Being (street address)	

1.4	Rental (monthly)	R 15,000-00
	Deposit	R 22,000
	Rental payment date	1st
	Deposit payment date	Upon signature of Lease

1.5	Procurement Commission	4	%
		R	Amount
	Second Year's Procurement Commission	2	4 %
		R	Amount
	Additional Year's Procurement Commission	N/A	%
		R	Amount

1.6	Management Commission	10	%
		R	Amount

1.7	Sale Commission - IF Applicable	3	%
		R	Amount

1.8 The Landlord's nominated bank account

Name of account holder	J T Mahadeo
Bank	ABSA
Bank branch	Stellenbosch
Branch code	
Account number	1048146694
Reference	

1.9

The Landlord's contact details	
Physical address	11 Sluysken Road, Northshore - Hout Bay
Postal address	As above
Home telephone	
Work telephone	
Cellular	0824558977
Email	judy.mahadeo1@gmail.com

1.10

The Property Practitioner's contact details	
Physical address	61 JEFFERSON ROAD, MILKWOOD PARK Shop 1 - Block 8 Village gate, Main Rd - Hout Bay
Postal address	As above
Home telephone	
Work telephone	021 773 0603
Cellular	0664326508
Email	brenda.riddell@harcourts.co.za

1.11

I, the Landlord, as the owner of the Premises set out in item 1.3, nominate the Property Practitioner set out in item 1.1 to be my Property Practitioner from the Signature Date for the term set out in clause 10 of this Mandate Agreement for the purposes of:

1.11.1

finding a Tenant only (Procurement);	
--------------------------------------	--

and / or

1.11.2

managing any Tenant on the Premises (Management)	
--	--

Mark either 1.11.1 or 1.11.2 or both with X

1.12

Specific requirements in respect of a potential Tenant as recorded by the Landlord:	
---	--

1.13

Procurement Mandate: <input checked="" type="checkbox"/>
mark additional rights and duties with an X
Negotiating the Lease Agreement with potential Tenants and ensuring that all suspensive and resolute legal formalities pertaining to the Lease Agreement are complied with

	Informing the Tenant of all rights and duties in terms of the Lease Agreement including the Tenant's duties to pay the Rental on time and to look after the Premises
	Initiating and performing the incoming snag list or initial inspection of the Premises and recording all existing damages or defects to the Premises
	Initiating and performing the outgoing snag list or exit inspection of the Premises and recording all damages and defects to the Premises
	Explaining to the Tenant that the Tenant may be asked by the Property Practitioner to pay a portion of the Rental directly to the Property Practitioner if the Landlord does not pay the Property Practitioner a portion or the full amount of any Commission due to the Property Practitioner
1.14	Management Mandate: mark additional rights and duties with an X ✓
1.14.1	Paying the Landlord to his nominated bank account as set out in item 1.8 by the date referred to in item 1.4, all Rental and ancillary expenses payable by the Tenant, including
1.14.2	Instructing responsible attorneys to institute all legal proceedings, including issuing an application or summons, defending any legal action, settling any matter and / or evicting the Tenant. The Property Practitioner will prior to instructing the attorneys do the following:
	contact the Landlord and inform him of the legal situation
	provide the Landlord with the contact details of the preferred attorney
	ask the Landlord for consent to refer the matter to the attorney in question
1.15	Where there is an existing tenant, and the Property Practitioner has entered into a Management Mandate only, the Property Practitioner shall procure the Deposit from the:
	Landlord previous property practitioner another third party: specify
1.16	Smoking or Non-smoking unit Yes No Outside How many ?
1.17	Pets allowed Yes No How many ?

2. DEFINITIONS

- 2.1. In this Mandate Agreement, unless the context requires otherwise, the words below mean the following:
- 2.1.1. "Business Day" means any day other than a Saturday, Sunday, or official public holiday in South Africa;
 - 2.1.2. "Commission" means Procurement Commission, Management Commission, Sale Commission or any other commission payable to the Property Practitioner in terms of this Mandate Agreement;
 - 2.1.3. "Constitution" means the Constitution of the Republic of South Africa 108 of 1996;
 - 2.1.4. "CPA" means the Consumer Protection Act 68 of 2008;
 - 2.1.5. "Data Protection Legislation" means POPIA, ECTA, PAIA and the Constitution and all other applicable laws and regulations relating to the processing of personal information and privacy;
 - 2.1.6. "Deposit" means the amount payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises as set out in item 1.4;
 - 2.1.7. "ECTA" means the Electronic Communications and Transactions Act 25 of 2002;
 - 2.1.8. "Fidelity Fund Certificate" means a fidelity fund certificate issued in terms of the PPA;
 - 2.1.9. "Juristic Person" means any juristic person of whatever nature including a body corporate, association, company, close corporation, trust or partnership (whether or not having separate legal personality);
 - 2.1.10. "Landlord" means the Party set out in item 1.2;

- 2.1.11. "Lease Agreement" means the subsequent lease agreement concluded between the Landlord and Tenant pursuant to this Mandate Agreement;
- 2.1.12. "Management Commission" means the commission payable to the Property Practitioner as set out in item 1.6;
- 2.1.13. "Management Mandate" means the mandate imposed on the Property Practitioner in terms of this Mandate Agreement to manage a Tenant as set out in item 1.11.1;
- 2.1.14. "Mandate Agreement" means this agreement together with all its Annexures and Schedules, as amended from time to time;
- 2.1.15. "Mandatory Disclosure Form" means the mandatory disclosure form completed by the Landlord in relation to the Property, as required by the PPA, which is attached hereto, if applicable;
- 2.1.16. "Month" means a calendar month, commencing on the 1st (First) day of such a month and terminating on the last day of such month;
- 2.1.17. "PAIA" means the Promotion of Access to Information Act 2 of 2000
- 2.1.18. "Parties" means the Property Practitioner and the Landlord and "Party" means either one of them, as the context may indicate;
- 2.1.19. "POPIA" means the Protection of Personal Information Act 4 of 2013;
- 2.1.20. "Premises" means the premises set out in item 1.3;
- 2.1.21. "Procurement Commission" means the commission payable to the Property Practitioner as set out in item 1.5;
- 2.1.22. "Procurement Mandate" means the mandate imposed on the Property Practitioner in terms of this Mandate Agreement to find a Tenant as set out in item 1.11.1;
- 2.1.23. "Property Practitioner" means the Party set out in item 1.1;
- 2.1.24. "PPA" means the Property Practitioners Act 22 of 2019;
- 2.1.25. "PPRA" means the Property Practitioners Regulatory Authority, as established in the PPA;
- 2.1.26. "Rental" means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises as set out in item 1.4;
- 2.1.27. "Rental Housing Act" means the Rental Housing Act 50 of 1999;
- 2.1.28. "Sale Agreement" means an agreement entered into by the Landlord for the sale of the Premises;
- 2.1.29. "Sale Commission" means the commission payable to the Property Practitioner as set out in item 1.7;
- 2.1.30. "Sign" means a handwritten signature;
- 2.1.31. "Signature Date" means the date of signature of this Mandate Agreement by the last Party signing;
- 2.1.32. "South Africa" means the Republic of South Africa, as constituted from time to time;
- 2.1.33. "Specific Performance" means the fulfilment of either Party's obligations in terms of this Mandate Agreement;
- 2.1.34. "Tenant(s)" means the party(ies) identified by the Property Practitioner for the Landlord in terms of this Mandate Agreement;
- 2.1.35. "Trust Account" means an interest bearing account with a banking institution, as required by the Rental Housing Act, as read with the PPA;
- 2.1.36. "VAT Act" means the Value-added Tax Act 89 of 1991;
- 2.1.37. "VAT" means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time; and
- 2.1.38. "Writing" means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, together with information or data in electronic form.

3. INTERPRETATION

3.1. Any reference in this Mandate Agreement to:

- 3.1.1. a clause is, subject to any contrary indication, a reference to a clause of the main body of this Mandate Agreement;

- 3.1.2. an item is, subject to any contrary indication, a reference to an item in the Schedule to this Mandate Agreement;
- 3.1.3. law means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
- 3.1.4. person means, unless the context indicates otherwise, any natural or Juristic Person, government, state, agency or organ of a state.
- 3.2. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning
- 3.3. The headings do not govern or affect the interpretation of this Mandate Agreement.
- 3.4. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Mandate Agreement.
- 3.5. Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a Juristic Person; the singular includes the plural, and the plural includes the singular.
- 3.6. Any number of days prescribed in this Mandate Agreement excludes the first day and includes the last day.
- 3.7. The words "including" and "in particular" are without limitation.
- 3.8. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 3.9. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 3.10. A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 3.11. A time of day is a reference to Johannesburg time.
- 3.12. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 3.13. The cancellation or termination of this Mandate Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 3.14. No provision in this Mandate Agreement is intended to contravene or limit any applicable provisions of the CPA, POPI or the Rental Housing Act.

4. NATURE OF MANDATE AGREEMENT AND RECORDAL

- 4.1. The Landlord as the owner of the Premises hereby instructs the Property Practitioner to perform the functions of a property practitioner as defined in the PPA.
- 4.2. The Property Practitioner is instructed to perform either a Procurement Mandate or a Management Mandate, or both a Procurement and Management Mandate, in relation to a Tenant for the Premises; depending on which option is selected in item 1.11.
- 4.3. The Property Practitioner acknowledges that his specific rights and duties will depend on the type of instruction given as contemplated by the provisions of clause 4.2.
- 4.4. The Property Practitioner hereby warrants the validity of his fidelity fund certificate as at the Signature Date. The Property Practitioner hereby authorises the Landlord to conclude the Lease Agreement with the Tenant containing the following provisions:
 - 4.4.1. the Property Practitioner warrants the validity of his fidelity fund certificate as at the Signature Date; and
 - 4.4.2. the Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form, is attached as an annexure to this Lease Agreement.
- 4.5. Should the Property Practitioner be found to be in breach of clause 4.4:
 - 4.5.1. this Mandate Agreement shall be immediately terminable by the Landlord;
 - 4.5.2. the Landlord shall be entitled to claim back any amount or Commission paid to the Property Practitioner; and

- 4.5.3. the Landlord shall be entitled to claim damages from the Property Practitioner.
- 4.6. The Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form, as set out in item 1.1, is attached as an annexure to this Mandate Agreement.

5. PROCUREMENT MANDATE RIGHTS AND DUTIES (See item 1.12.1)

- 5.1. The Property Practitioner is tasked with finding a suitable Tenant to lease the Premises from the Landlord. In so doing the Property Practitioner has the rights and duties set out in item 1.13, in addition to being responsible for the following:
- 5.1.1. Advertising, marketing and otherwise exposing the Premises to potential Tenants;
- 5.1.2. 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;
- 5.1.3. Performing all vetting, including credit, employment and other reference checks on potential Tenants who have applied to lease the Premises and ensuring that the Tenant can afford the Rental;
- 5.1.4. Informing the Tenant that the Landlord will be the contact person once the Lease Agreement is signed regarding any matters concerning the Premises; and
- 5.1.5. Ensuring that any specific requirements in relation to a potential Tenant, as communicated to the Property Practitioner by the Landlord, have been met and that, in the event that a Tenant that does not meet those specific requirements, such Tenant does not take occupation of the Premises.
- 5.2. In the event that the Tenant has been correctly screened and placed by the Property Practitioner in terms of this Mandate Agreement, the Property Practitioner cannot be held liable to the Landlord for any loss or damages including the Tenant not paying Rental or vacating the Premises before the Lease Agreement expires.

6. MANAGEMENT RIGHTS AND DUTIES (See item 1.12.2)

- 6.1. The Property Practitioner is tasked with administering and managing the Lease Agreement, as well as the Premises. In doing so, the Property Practitioner has the rights and duties set out in item 1.14, in addition to being responsible for the following:
- 6.1.1. Ensuring that all suspensive and resolutive conditions set out in the Lease Agreement have been fulfilled and that the Deposit is received immediately from the Tenant and is transferred to the Property Practitioner's Trust Account; provided that this clause 6.1.1 will only apply if the Property Practitioner has also entered into a Procurement Mandate. If the Property Practitioner has only entered into a Management Mandate, the provisions of item 1.15 will apply;
- 6.1.2. Collecting 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;
- 6.1.3. 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 his intervention;
- 6.1.4. Attending to all defaults and breaches of the Lease Agreement and informing the Landlord promptly of these defaults and breaches; and
- 6.1.5. Inspecting the Premises as per the Lease Agreement.
- 6.2. The Property Practitioner cannot be held liable to the Landlord for any loss or damages including the Tenant not paying Rental or vacating the Premises before the Lease Agreement expires.
- 6.3. In the event that the Property Practitioner is tasked with managing legal proceedings, as set out in item 1.14, the costs of the attorney appointed by the Property Practitioner will be for the Landlord's account. Should a power of attorney be concluded in for this purpose, the Property Practitioner may act as a representative for the Landlord.
- 6.4. In the event that the Property Practitioner is tasked with only managing the Lease Agreement, as set out in item 1.15, the Property Practitioner shall after procuring the Deposit transfer the Deposit to its Trust Account.

7. COMMISSION

- 7.1. Should the Property Practitioner operate under a Procurement Mandate:

- 7.1.1. the Property Practitioner is entitled to an upfront Procurement Commission from the Landlord, based on the value or percentage as set out in item 1.5 on the value of the Lease Agreement (which is calculated by taking the length of the Lease Agreement and multiplying it by the Rental payable) for procuring the Tenant.
- 7.2. Should the Property Practitioner operate under a Management Mandate:
 - 7.2.1. the Property Practitioner is entitled to a Management Commission from the Landlord based on the value or percentage as set out in item 1.6, per Month on the total Rental collected, together with all such other costs and amounts which the Landlord may owe the Property Practitioner. Such amounts may be deducted from the Rental collected by the Property Practitioner; and
 - 7.2.2. should the Landlord cancel this Mandate Agreement for any reason whatsoever during the term of the Lease Agreement, the Landlord will still be liable to pay the Property Practitioner the Management Commission that the Property Practitioner would have earned for the remaining term of the Lease Agreement, which must be paid by the Landlord to the Property Practitioner immediately after this Mandate Agreement is cancelled by the Landlord; and
 - 7.2.3. should the Property Practitioner be authorised or instructed to call out a service provider to effect repairs or maintenance at the Premises, the Property Practitioner shall be entitled to 10% (Ten Percent) of the value of the repairs / maintenance to the Premises.
- 7.3. Should the Property Practitioner operate under both a Procurement Mandate and a Management Mandate, then the provisions of both clauses 7.1 and 7.2 will apply.
- 7.4. It is specifically recorded that, regardless of whether the Property Practitioner operates under a Procurement Mandate or a Management Mandate, should the Tenant renew the Lease Agreement or conclude a further lease agreement after the termination or cancellation of the Lease Agreement with or without the assistance of the Property Practitioner; then the Property Practitioner will be regarded as the effective cause of the conclusion of the renewal or further lease agreement and the Property Practitioner will be entitled to payment of commission by the Landlord, equal to the percentage or value as referred to in item 1.5 and calculated as set out in clause 7.1.1 above.

8. SALE OF PREMISES

- 8.1. 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 has terminated, then the Property Practitioner will be regarded as the effective cause of the Sale Agreement and will be entitled to payment by the Landlord of Sale Commission equal to the percentage or value as set out in item 1.7.
- 8.2. Should a Sale Agreement be concluded during the period of the Lease Agreement with any person other than the Tenant, all remaining fees that would have been collected by the Property Practitioner under the Lease Agreement will be paid, without deduction or set-off to the Property Practitioner at the date of the Premises being registered in the name of the purchaser under the Sale Agreement, or will be deducted by the Property Practitioner from any monies that are owed to the Landlord.
- 8.3. The Landlord agrees that when a Sale Agreement is concluded, the Landlord will notify the Property Practitioner immediately if the sale occurs during the periods contemplated in clauses 8.1 or 8.2.

9. BREACH

- 9.1. In the event that either Party breaches the terms of this Mandate Agreement ("Defaulting Party"), and:
 - 9.1.1. the provisions of section 14 of the CPA apply, and the Defaulting Party remains in breach of such term for a period of 20 (Twenty) Business Days after dispatch of a written notice calling upon the Defaulting Party to remedy such breach; or
 - 9.1.2. the provisions of section 14 of the CPA do not apply, and the Defaulting Party remains in breach of such term for a period of 7 (Seven) calendar days after dispatch of a written notice calling upon the Defaulting Party to remedy such breach,

then the innocent Party shall be entitled to, at his sole discretion and without prejudice to any other rights that he may have in law, either claim Specific Performance or to cancel this Mandate immediately and without further notice, and to claim damages from the Defaulting Party.

10. TERM

- 10.1. In the event that the Property Practitioner operates under both a Procurement and Management Mandate, the provisions of clause 10.3 will apply.
- 10.2. If the Property Practitioner operates under a Procurement Mandate, this Mandate Agreement will terminate on the payment of all Procurement Commission set out in item 1.5 and the Property Practitioner's liability under this Agreement will terminate, provided that he has duly exercised his duties in terms of clause 5; and provided further that, notwithstanding the termination of this Mandate Agreement, any clause that makes provision for the payment of further amounts to the Property Practitioner after termination of this Mandate Agreement, such as clause 7.4, shall remain of force and effect.
- 10.3. If the Property Practitioner operates under a Management Mandate, this Mandate Agreement will continue for the period of the Lease Agreement, or any further period that the Lease Agreement is renewed. This Mandate Agreement will then continue on a Month to Month basis after its termination, subject to any material changes agreed between the Parties in Writing and Signed, unless the Landlord gives the Property Practitioner 1 (One) Months' notice, in Writing, before the expiry date of the Lease Agreement or any renewal thereof, of his intention not to continue with this Mandate Agreement. In such an event, the Mandate Agreement will terminate on the 1st (First) day of the Month immediately following the end of the 1 (One) Month notice period.

11. 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 as a result of the breach of this Mandate Agreement, gross negligence of the defaulting Party or the defaulting Party breaching the provisions of the CPA.

12. COOLING OFF PERIOD

Should the Property Practitioner have approached the Landlord by way of any means of Direct Marketing, the Landlord shall have the option to cancel this Mandate Agreement within 5 (Five) Business Days of the Signature Date without facing any penalty or subsequent legal liability.

13. LETTERS AND NOTICES

- 13.1. Any letter or notice given in terms of this Mandate Agreement shall be in Writing and shall:
 - 13.1.1. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;
 - 13.1.2. if posted by prepaid registered post, be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
 - 13.1.3. if transmitted by email, be deemed to have been received by the addressee 1 (One) calendar day after dispatch.
- 13.2. For purposes of the clause 13.1, the contact details are:
 - 13.2.1. The Landlord, as set out in item 1.9; and
 - 13.2.2. The Property Practitioner, as set out in item 1.10.
- 13.3. 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 address in terms of this Mandate Agreement.

14. PROCUREMENT MANDATES AND MANAGEMENT MANDATES: DUTIES IN TERMS OF DATA PRIVACY

- 14.1. For purposes of this clause 14, the words "data subject", "operator", "personal information", "process" and "responsible party" have the meanings given to them in POPIA.
- 14.2. In respect of all personal information processed by the Property Practitioner for or on behalf of the Landlord in terms of this Mandate Agreement:
 - 14.2.1. the Landlord is the responsible party; and
 - 14.2.2. the Property Practitioner is an operator for the Landlord.
- 14.3. The Property Practitioner will:
 - 14.3.1. process such personal information for the sole purpose of providing the services contemplated by the provisions of this Mandate Agreement, unless otherwise permitted by law, which will include the right to process the personal information of any Tenant placed by the Property Practitioner in the event of a sale or prospective sale of the Premises; and

- 14.3.2. treat all such personal information as confidential and not disclose it, unless required by law or for the proper performance of the Property Practitioner's obligations under this Mandate Agreement.
- 14.4. The Property Practitioner will implement and maintain appropriate and reasonable technical and organisational measures to protect the personal information from loss, damage, unauthorised destruction and unlawful access or processing.
- 14.5. The Property Practitioner will not subcontract any of its obligations under this Agreement or transfer any personal information outside of South Africa.
- 14.6. In addition to the foregoing provisions of this clause 14, both Parties undertake to ensure compliance with all Data Protection Legislation when processing personal information of the other Party.

15. GOVERNING LAW AND GENERAL

- 15.1. This Mandate Agreement shall be Signed in Writing and may be executed in counterparts, each of which will be an original and which together constitute the same agreement.
- 15.2. In the event that the Parties are unable to Sign this Mandate Agreement in terms of clause 15.1, then the Parties agree to this Mandate Agreement being concluded by way of electronic signature.
- 15.3. This Mandate Agreement is governed by South African law.
- 15.4. Not limiting the jurisdiction that any other court may have, the Parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Mandate Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.
- 15.5. No addition to or variation or consensual cancellation of this Mandate Agreement, including this clause 14, has effect unless it is in Writing and Signed by both Parties.
- 15.6. The Landlord and the Property Practitioner agree that this Mandate Agreement is the whole agreement between them in regards to its subject matter.
- 15.7. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Mandate Agreement.
- 15.8. No indulgence by one Party to the other Party, or failure to strictly enforce the terms of this Mandate Agreement is to be construed as a waiver or a basis for raising estoppel in any way.
- 15.9. Each provision in this Mandate Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, the Parties acknowledge their intention to continue to be bound by this Mandate Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.
- 15.10. In the event that the Landlord consists of more than one party, each of the parties comprising the Landlord shall be liable to the Property Practitioner jointly and severally for the performance by the Landlord of its obligations in terms of the Mandate Agreement and a discharge of any obligation by the Property Practitioner against any one of the Landlords in terms of this Mandate Agreement shall be a valid discharge of such obligation against both of them.

16. SPECIAL CONDITIONS

17. FICA DOCUMENTS TO BE ATTACHED WITH THIS MANDATE

Financial Intelligence Centre Act, 2001, all accountable institutions which includes property practitioners have a duty to know their clients and keep a record of the identity, address and income tax documents (mark the applicable documents with an X)

Where the Landlord is a Natural person:

RSA Identity document / passport ✓

Proof of current address ✓

Proof of SARS income tax number ✓

18. SIGNATORIES

DATED AT (place)

Hout Bay

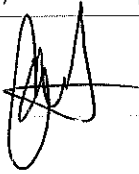
ON

21 / 12

20

23

THE LANDLORD



AS WITNESS (1)

AS WITNESS (2)

DATED AT (place)

Hout Bay

ON

21 / 12

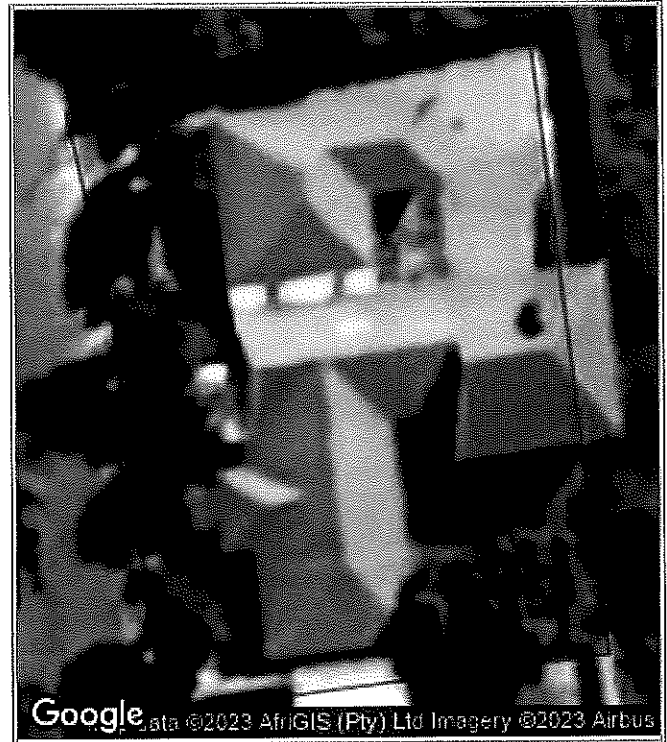
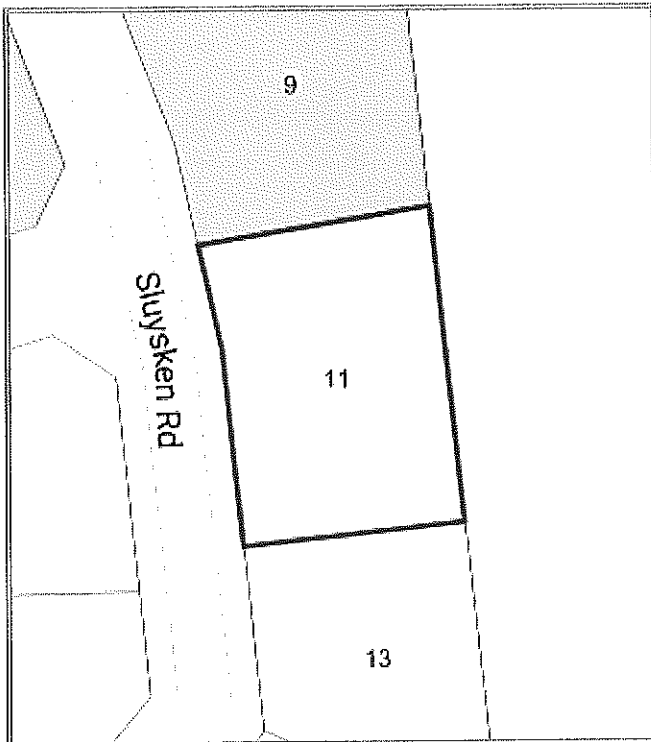
2023

THE PROPERTY PRACTITIONER



AS WITNESS (1)

AS WITNESS (2)



PROPERTY INFORMATION			
Erf	9749	GPS	18.348163°E 34.045577°S
Township	HOUT BAY	Extent	990 m ²
Address	11 SLUYSKEN ROAD	Cadastral extent	990 m ²
Suburb	HOUT BAY - NORTHSHORE	Usage	Residential
Municipality	CITY OF CAPE TOWN	Type	House (2 storey)
Province	WESTERN CAPE	Zoning	SR1
		Zoning Desc	Single Residential 1 : Conventional Housing

MUNICIPAL VALUATION	
Total Value	R 6 100 000
Valuation Year	2023
Rates Estimate	R 3 180.93 per month

SALE INFORMATION			
Owner	MAHADEO VINESH ; MAHADEO JUDY TELANA	Title Deed	T24355/2021
Sale Price	R 4 190 000	Bond Holder	A B S A HOME LOANS GUARANTEE CO
Sale Date	2021/02/25	Bond Amount	R 3 785 000
Registered	2021/05/18	Sale Type	PRIVATE TREATY

ACCOMMODATION							
Condition	VGood	Age	33	Building Extent	438 m ²	Perim Security	-
Bed Rooms	5	Reception Rooms	3	Alarm	-	Tennis Court	-
Bath Rooms	2	En Suite	3	Pool	-	Sprinkler System	-
Study	1	Domestic Accom.	-	Garden	-	Outside Accom.	-
Garages	2	P Bays/C Ports	4	Borehole	-		
Special Features	Outside Accom?						

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakke.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by, straatnaam en/of -nommer, ens. verander het, moet die vorm KENNIGSEWING VAN ADRESVERANDERING, wat in die sakke agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of geëks word aan die nasie streek-afstreekambor van die DEPARTMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or if particulars of your present address, e.g. name of street and/or street number, etc. have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I. D. No. 720108 0171 08 2



S. A. BURGER/S. A. CITIZEN

VAN/ SURNAME

MAHADEO

VOORNAAM/FORENAMES

JUDY TELANA

GEBOORTEDISTRIK OF- LAND/
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM/
DATE OF BIRTH

1972-01-08

DATUM UITREKIEK/
DATE ISSUED

1998-07-07

UITREKIEK OP OESAS VAN DIE
DIREKTEUR-GENERAAL
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE
DIRECTOR GENERAL
HOME AFFAIRS





CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre
 12 Hertzog Boulevard 8001
 PO Box 655 Cape Town 8000
 VAT registration number
 4500193497



V MAHADEO AND JT MAHADEO
 NORTHSHORE
 11 SLUYSKEN ROAD
 HOUT BAY
 CAPE TOWN
 7806

Tax invoice number	270008295991
Customer VAT registration number	
Account number	233546862
Distribution code	
Business partner number	1002913504

Computer generated copy tax invoice

Tel: 086 010 3089
 Tel: International calls +27 21 401 4701
 E-mail : accounts@capetown.gov.za
 Correspondence: Director : Revenue, P O Box 655,
 Cape Town 8000
 Web address:www.capetown.gov.za

Account summary as at 18/12/2023		Due date	12/01/2024
At 11 SLUYSKEN ROAD, HOUT BAY / Erf 9749			
Previous account balance			5486.19
Less payments			0.00
Arrears (a)	Payable Immediately		5486.19
Latest account - see overleaf			8183.09
Current amount due (b)	Payable by 12/01/2024		8183.09
	Total (a) + (b)		13669.28
Total (a) + (b) above		13669.28	
Total liability		13669.28	



Please note:

- Payment options
 - (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre.(b) Internet payments: Visit www.Easypay.co.za or scan the QR code.
 - (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference
 - (d) Direct deposit at Nedbank: Please present your account number 233546862 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.
- Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in:
 - (a) The City recovering debt overdue on the purchasing of pre-paid electricity,(b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed. A disconnection fee will be charged and your deposit amount might be increased.
- Pay and renew your motor vehicle licence online: <https://eservices.capetown.gov.za/ltj/portal>

Pay points: City of Cape Town cash offices or the vendors below:








V MAHADEO AND JT MAHADEO



>>>> 915552335468628



Account number	233546862
Total due if not paid in cash	13669.28
Amount due if paid in cash	13669.20
Rounded down amount carried forward to next invoice	0.08

Account details as at 18/12/2023		Account number	233546862
	PROPERTY RATES (Period 17/11/2023 to 18/12/2023) 32 Days At 11 SLUYSKEN ROAD, HOUT BAY / Erf 9749		
	Residential		
	Rateable portion of valuation From : 17/11/2023 R 6100000 - R 15000 = R 6085000		
	# From 17/11/2023 : R 6085000.00 @ 0.0062730 ÷ 366 x 32		3337.37
			3337.37
	ELECTRICITY (Period 03/11/2023 to 04/12/2023 - 32 Days) (Actual reading) At 11 SLUYSKEN ROAD, HOUT BAY / Erf 9749 Meter no: 336687 / Consumption 844.000 kWh / Daily average 26.375 kWh		
	Consumption charge: Home User		
	& (1) 629.5080 kWh @ R 2.6833 (2) 214.4920 kWh @ R 3.7092		2484.75
	& Home User Charge		219.21
			2703.96
	WATER (Period 11/11/2023 to 11/12/2023 - 31 Days) (Actual reading) At 11 SLUYSKEN ROAD, HOUT BAY / Erf 9749 Meter no: 98313208 / Consumption 26.000 kl / Daily average 0.839 kl		
	Consumption charge (domestic)		
	& (1) 6.0980 kl @ R 18.3400 (2) 4.5740 kl @ R 25.2000		
	(3) 15.3280 kl @ R 34.2500		752.08
	& Fixed Basic Charge (20mm - 98313208) R 126.91 x 1		126.91
			878.99
	REFUSE (Period 17/11/2023 to 18/12/2023) 32 Days At 11 SLUYSKEN ROAD, HOUT BAY / Erf 9749		
	& Refuse charge (1 X 240IBIN X 1 Removals)		157.30
			157.30
	SEWERAGE (Period 11/11/2023 to 11/12/2023 - 31 Days) (Actual reading) At 11 SLUYSKEN ROAD, HOUT BAY / Erf 9749		
	Disposal charge		
	& (1) 4.2690 kl @ R 16.1200 (2) 3.2010 kl @ R 22.1500		
	(3) 10.7300 kl @ R 31.1000		473.42
			473.42

Add 15% VAT on amounts marked with & above 632.05

0% VAT on amounts marked with # above

Current account: Total due 8183.09

Account details as at 18/12/2023**Account number 233546862**

Meter details		Previous reading		New reading		Units used
ELECTRICITY 336687	001	36911.000kWh	(Actual)	37755.000kWh	(Actual)	844.000kWh
WATER 98313208	001	12533.000kl	(Actual)	12559.000kl	(Actual)	26.000kl



FICA QUESTIONNAIRE (NATURAL PERSONS)

All questions must be completed in full.
Verification and supporting documents to be provided as set out in the guidelines below.

1.	Full Name and Surname:	JUDY TELENNA MAHADEO		
2.	SA ID or Passport Nr (and DOB)	720108 2171 08 2		
3.	Non-resident Residency Status:	Temporary Resident: <input type="checkbox"/>	Permanent Resident: <input checked="" type="checkbox"/>	
4.	Address of your main place of residence:	11 SWYSEN RD, NORTHSHORE HOULT BAY		
5.	SA or Foreign Income tax number:	2528 113 148		
6.	Contact number:		Email Address:	
7.	If acting as representative for a legal entity or person, state under which authority you are acting (i.e. resolution, power of attorney)			

8.	Occupation			
9.	Source of funds	Investment		
		Specify Other		

PROMINENT INFLUENTIAL PERSON (PIP)

10.	Are you a DOMESTIC or FOREIGN PIP?	Yes <input type="radio"/>	No <input checked="" type="radio"/>	Position:	
<p>DOMESTIC PROMINENT INFLUENTIAL PERSON : President or deputy president of South Africa; Cabinet minister or deputy minister; Premier of a province/MEC of a province; Mayor of a municipality; Leader of a political party; Member of a royal family; Senior traditional leader; Head, accounting officer or CFO of a national or provincial department; Manager or CFO of a municipality; Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity; Judge/Ambassador, high commissioner or other senior representative of a foreign country based in South Africa; Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a company doing more than the prescribed amount of business with Government.</p> <p>FOREIGN PROMINENT INFLUENTIAL PERSON: Head of state, Member of a royal family; Cabinet member; Senior member of a political party; Senior judicial officer; Senior executive of a state-owned entity; High rank in the military</p>					
11.	If PIP, what is your source of wealth for this transaction:				
12.	Are you a FAMILY MEMBER or a close associate of such person?	Yes <input type="radio"/>	No <input checked="" type="radio"/>	Relationship:	
<p>FAMILY MEMBER Immediate family members of Domestic Prominent Influential Persons and Foreign Prominent Public Officials include, but are not limited to: their spouse, civil partner or life spouse, civil partner or life partner; children and stepchildren and their spouse, civil partner or life partner; their parents; and siblings or stepsiblings, and their spouse, civil partner or life partner</p>					

 signed at Hout Bay on 21/12 2023

CLIENT SIGNATURE

Who hereby confirms that all information is true and correct to the best of his/her knowledge.

GUIDELINE FOR ACCEPTABLE FICA SUPPORTING DOCUMENTATION

NATURAL PERSONS

1. Identity document

- Official valid identity document or green bar-coded identity document in the case of Citizens and Residents.
- Identity documents must be clear and both sides of a smart ID card must be presented.
- Passports and valid permits or VISAS are to be provided by non-residents or foreigners.

2. Proof of residence

The below sets out a list of documents that are acceptable for purposes of proof of residence. All documents must not be older than 3 months:

- a utility bill reflecting the name and residential address of the person.
- a bank statement reflecting the name and residential address of the person.
- a recent lease or rental agreement reflecting the name and residential address of the person.
- municipal rates and taxes invoice reflecting the name and residential address of the person.
- mortgage statement reflecting the name and residential address of the person.
- telephone or cellular account reflecting the name and residential address of the person.
- valid television licence reflecting the name and residential address of the person.
- recent long-term or short-term insurance policy document issued by an insurance company and reflecting the name and residential address of the person.
- recent motor vehicle license documentation reflecting the name and residential address of the person.
- Co-habitation affidavit from a person with whom the said person resides and valid proof of residence of that person.

3. Proof of tax number

- SARS confirmatory letter
- Tax confirmatory letter from any other tax office if registered for tax in another country.
- Payslip confirming the tax number.

4. Proof of banking

- An original or bank certified copy of a bank statement reflecting the bank name, account holder and account number.



LEASED PROPERTY CONDITION REPORT

Mandatory Disclosure Form

1. SCHEDULE

1.1 This Report concerns the condition of the property situated at
COTTAGE - 11 SLUYSKEN RD. HOUT BAY ("Premises")
 to be rented to _____ ("Potential Tenant")
 by JUDY TELANA MAHADEO ("Landlord")

1.2 Statement from the Landlord concerning the condition of the Premises

I am aware of defects in the roof	yes	no	N/A
I am aware of defects in the electrical systems	yes	no	N/A
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any	yes	no	N/A
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers	yes	no	N/A
I am aware of defects in the septic system or other sanitary disposal systems	yes	no	N/A
I am aware of any defects to the Premises and / or in the basement and / or foundations of the Premises, 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 tiling or sump pumps	yes	no	N/A
I am aware of structural defects in the Premises	yes	no	N/A
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway	yes	no	N/A
I am aware that remodelling or refurbishment has affected the structure to the Premises	yes	no	N/A
I am aware that any additions and / or improvements made to and / or any erections made on the Premises have been done or made, only after the required consents, permissions and permits to do so were properly obtained	yes	no	N/A
I am aware that a structure on the Premises has been designated as a historic building or heritage site	yes	no	N/A

1.3 Additional items

2. DEFINITIONS

2.1. In this Report, unless the context requires otherwise, the words below mean the following:

- 2.1.1. "Am aware" means to have actual notice or knowledge of a certain fact or state of affairs;
 - 2.1.2. "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; and
 - 2.1.3. "Report" means this leased property condition report.
- 2.2. All other capitalised terms used in the Report will be given the definitions ascribed to them in the lease agreement to which this Report forms an annexure ("Lease Agreement"), albeit that it does not form part of the Lease Agreement itself. Similarly, the interpretation clause set out in the Lease Agreement will apply to this Report, unless the contrary is specified.

3. INTRODUCTION

- 3.1. This Report is not a guarantee and / or warranty by the Landlord or the Property Practitioner representing the Landlord and is therefore not a substitute for any inspections or warranties that the Potential Tenant may wish to obtain before entering into the Lease Agreement.
- 3.2. The purpose of this Report is to assist a Potential Tenant in conducting an inspection of the Premises as prescribed by the PPA and forms a part of the Lease Agreement concluded between the Parties.

4. PROVIDING OF INFORMATION TO THE POTENTIAL TENANT

- 4.1. The Landlord provides the information set out in item 1.2 in the knowledge that, although this does not constitute a warranty, a Potential Tenant may rely on such information when deciding whether, and on what terms, to rent the Premises.
- 4.2. The Landlord authorises the Property Practitioner marketing the Premises to provide a copy of this Report to any Potential Tenant.

5. PROVISION OF ADDITIONAL INFORMATION

- 5.1. The Landlord confirms that to the best of his / her knowledge the responses to the statements set out in item 1.2 have been accurately noted as "yes", "no" or "not applicable (N/A)" on the date that the Landlord Signs this Report.
- 5.2. If the Landlord responds to any of the statements with a "yes", the Landlord must provide, in item 1.3, a full explanation about the reason(s) why the response to the statement was a "yes".

6. CERTIFICATION BY PERSON SUPPLYING INFORMATION

If a person other than the Landlord provides the information set out in item 1.2, that person must certify that (i) he / she is authorised by the Landlord to supply the information in question, (ii) he / she has supplied the correct information on which the Landlord relied for the purposes of this Report, and (iii) the information in this Report, to the best of that person's knowledge and belief, is true and correct on the date upon which that person Signs this Report.

7. NOTICE REGARDING ADVICE OR INSPECTIONS

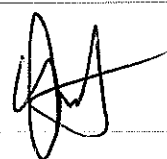
Both the Landlord and the Potential Tenant of the Premises may wish to (i) obtain professional advice, and / or (ii) have a professional inspection of the Premises. Adequate provisions must therefore be contained in the Lease Agreement regarding the (i) obtaining of such professional advice, (ii) conducting of required inspections, (iii) disclosure of defects, and / or (iv) making of required warranties.

8. POTENTIAL TENANTS ACKNOWLEDGEMENT

- 8.1. The Potential Tenant acknowledges that he / she has been informed that (i) professional expertise, and / or (ii) technical skill and knowledge may be required to detect defects in, and non-complying aspects of, the Premises.
- 8.2. The Potential Tenant acknowledges receipt of a copy of this Report.

9. SIGNATORIES

DATED AT (place) Houtbay ON 21/12 2023



THE LANDLORD AS WITNESS
DATED AT (place) ON 20

POTENTIAL TENANT AS WITNESS
DATED AT (place) ON 20

THE PROPERTY PRACTITIONER AS WITNESS
(on behalf of and duly authorised)