

EXCLUSIVE MANDATE FOR THE SALE OF IMMOVABLE PROPERTY INCORPORATING AS A NNPN LISTING  
Entered into between

\_\_\_\_\_ and \_\_\_\_\_  
("the Seller") ("the NNPN Member Firm")  
Of: \_\_\_\_\_  
(The Seller's address)

The Seller hereby selects the above address as his domicilium citandi et executandi for all purposes arising from this agreement.  
The property to be sold is Erf no. \_\_\_\_\_

in the township of \_\_\_\_\_ and situated at \_\_\_\_\_ (street address).

**1. Appointment**

The Seller hereby irrevocably appoints the Agent as his sole and exclusive agent for the purpose of finding a purchaser for his property. The Seller declares that the Property is to the best of his knowledge free of latent defects and that he is the registered owner of the Property.

- The exclusive Mandate commences on signature hereof and expires at 24h00 on the \_\_\_\_\_ (hereinafter called "the Mandate Period")
  - The gross price for the property is R \_\_\_\_\_ ( \_\_\_\_\_ ) or such other price as may be agreed upon by the Seller and the Agent.
2. The Agent undertakes to place the property onto NNPN on \_\_\_\_\_ but not later than 30 (thirty) days after the commencement of the mandate period.
3. The Agent undertakes to hold an Agent Open Hour on: \_\_\_\_\_

**4. Acknowledgement by the Seller**

1. The Seller acknowledges that the effect of the placing of the Property onto NNPN is that all fellow NNPN participants may during the Mandate Period participate as the Agent's sub-Agents in procuring a sale of the Property.
2. The Seller understands the legal implications and consequences of all the material provisions of this mandate.
3. The Agent will not be liable for any acts or omissions of NNPN participating members who act independently of the Agent.
4. Signature of this exclusive mandate by the Seller gives rise to legal consequences, but does not give rise to any binding contractual relationship with NNPN itself
5. The Seller has not extended any form of mandate to any other Estate Agent or Agency which has not yet expired and which may give rise to adverse claims against the Seller by Estate Agents other than the Agent or an NNPN member firm which acquires the right pursuant to this Exclusive mandate.
6. The Seller undertakes that he shall not, during the Mandate Period, grant to any other Estate Agents the rights granted to the Agent and his fellow NNPN participants in terms of this agreement, nor shall he or any other party on his behalf sell or endeavour to sell the property.
7. The Seller as the registered owner (as individual or otherwise), warrants that all tax issues are current and up to date, including tax returns and payments.

**5. Professional Fee**

1. Subject to clause 5.2, the Seller shall pay the NNPN Member Agency a net commission of \_\_\_\_\_% ( \_\_\_\_\_ ) per centum (plus VAT at a rate of \_\_\_\_\_%) therefore, being a gross commission of \_\_\_\_\_% of the price at which the Property is Sold. The said commission shall be paid, on fulfillment of the mandate.
2. Should any fellow NNPN member be the effective cause of the sale, the Seller agrees the commission payable shall be divided between the Agent (Listing Agency) and the NNPN member (Selling Agency) as follows:

2.1. \_\_\_\_\_% ( \_\_\_\_\_ ) (per centum) of the commission to the Listing Agency and

2.2. \_\_\_\_\_% ( \_\_\_\_\_ ) (per centum) of the commission to the Selling Agency.

**6. Fulfillment of the Mandate**

The Agent or the NNPN member as the case may be, is deemed to have fulfilled the Mandate extended to it when:

1. It presents to the Seller a bona fide offer by a Purchaser to purchase the Property for an amount not less than the mandated price or such other price as may be agreed upon by the Seller and the Agent, and subject to conditions which are, objectively construed, reasonable, OR
2. The Seller or any other agent other than by the Agent or participating NNPN members concludes an Agreement of Sale in respect of the Property with a Purchaser introduced to the Seller, or the Property, by the Agent or NNPN member at any time during the Mandate Period.

**7. Special Provisions:**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_

As Witness

1 \_\_\_\_\_  
Seller, who declares he/she is authorized hereto.

2 \_\_\_\_\_  
Seller's Spouse, who declares he/she is authorized hereto.

Accepted by: \_\_\_\_\_ Name of Agent: \_\_\_\_\_  
The NNPN member agency who declares he/she is authorized hereto.

DEFECTS LIST	YES	NO
If applicable, is there a valid gas certificate?		
Is there a valid electrical certificate?		
Are all electrical plugs in working order?		
Pool not leaking and pool equipment in working order?		
Any structural defects?		
Any roof leaks?		
Any broken windows or doors?		
Any plumbing defects?		
If applicable, alarm system working?		
If applicable, intercom working?		
If applicable, automatic doors and gates working?		
Is the stove and all plates in working order?		

Seller's signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SHOW HOUSE AND OPEN HOUR SECURITY**

Seller,

Before an Open Hour or Show House you need to be aware of the following:

Ensure that all valuables are safely locked away .

We will do everything possible to safeguard your property, the NNPN agency, agent or sub-agents cannot unfortunately be held responsible for any losses due to theft.

I/we \_\_\_\_\_ hereby acknowledge that I/we have read the indemnity and agree with the content

\_\_\_\_\_  
Owner / Seller

\_\_\_\_\_  
Date

**NNPN PLEDGE**

I accept responsibility and pledge to always act in your best interest by:

1. Advising my colleague NNPN members of any changes to the listing price and information on your listing.
2. Advertising your property on our internet site [www.nnpn.co.za](http://www.nnpn.co.za) until expiry of the mandate.
3. Advertise your property as often as allowed by our company's policy on marketing.
4. Adhere to the NNPN code of conduct.
5. Adhere to the Estate Agency Affairs Board code of conduct.
6. Advising you of all offers and give feedback as often as possible.

\_\_\_\_\_  
Signature (Agent)

\_\_\_\_\_  
Signature (Witness: Owner/Seller)