

# MANDATE TO DISPOSE OF IMMOVABLE PROPERTY ON BEHALF OF

SELLER: .....  
SIGNATORY NAME: .....  
REG. NUMBER: .....  
ID NUMBER: .....  
PHYSICAL ADDRESS: .....  
POSTAL ADDRESS: .....  
CALL NO: .....  
E-MAIL: .....

*(Hereinafter referred to as "The Seller")*

Hereby grants Dynamic Auctioneers a Mandate to act as its agent and to dispose of the Immovable Asset more fully described in Clause 1 of this mandate. The Asset is to be disposed of by Private Treaty in accordance with the particulars and terms and conditions set out below. Dynamic Auctioneers accepts the mandate.

## 1. PROPERTY

1.1. Description: .....  
1.2. Known As: .....  
1.3. Municipality: .....  
1.4. Extent: .....  
1.5. Title Deed No: .....

## 2. CONFIRMATION

2.1. The **PROPERTY** will be provisionally sold subject to confirmation by the **SELLER** within a period of ..... **Days** (*Referred to as the "Confirmation Period"*).

**3. MINIMUM SELLING PRICE**

3.1. The minimum selling price will be the sum of R .....  
(.....)

**EXCLUDING VAT & EXCLUDING AUCTIONEER'S COMMISSION**, if payable by **SELLER** in terms of Clause 4 of this mandate.

3.2. The **SELLER** shall confirm the highest offer equal to or in excess of the minimum selling price, or such lesser amount as the **SELLER** in his sole discretion may decide.

3.3. If the **SELLER** fails to confirm offer equal to or greater than the minimum selling price, the **AUCTIONEER** shall be entitled to accept same and confirm the agreement on his behalf.

**4. COMMISSION**

4.1. The fee due to Dynamic Auctioneers shall be paid by way of a .....’s commission equal to ..... % (..... Percent) of the selling price **PLUS VAT**. Dynamic Auctioneers shall be entitled to retain this commission for its own account which shall be deemed to have been earned by Dynamic Auctioneers on Confirmation of the Sale by the **SELLER**. The commission shall be expressed exclusive of value added tax. Transfer of payments received less expenses (if applicable), will be made from Dynamic Auctioneers’ Trust Account to the **SELLER / CONVEYANCER**, after confirmation of the sale.

**5. CONDITIONS OF SALE**

5.1. The **PROPERTY** is to be offered for sale in accordance with the Terms and Conditions as shall be contained in the Sale Agreement to be drafted specifically for the sale of the **PROPERTY**.

**6. IRREVOCABLE**

6.1. The mandate is to be deemed irrevocable from date of signature between both parties.

**7. TERMS OF MANDATE**

7.1. Dynamic Auctioneers is granted on date of signature of this agreement, a mandate to sell the **PROPERTY** by Private Treaty.

## 8. ADVERTISING AND PROMOTIONAL CAMPAIGN

- 8.1. Dynamic Auctioneers shall conduct an advertising and promotional campaign.
- 8.2. Dynamic Auctioneers along with its nominated company may erect "FOR SALE" boards within the area and perhaps outside of where the **PROPERTY** is located.

## 9. SELLER'S RESPONSIBILITIES

The **SELLER** shall:

- 9.1. Keep the **PROPERTY** in a clean, neat, tidy and operational condition and generally maintain the **PROPERTY** at its best appearance for selling purposes.
- 9.2. Not interfere with Dynamic Auctioneers in the exercise of its duties or generally do anything or omit anything which may reasonably prevent or restrict Dynamic Auctioneers from selling the **PROPERTY** pursuant to this agreement.
- 9.3. Refer to Dynamic Auctioneers all enquiries received about the **PROPERTY** during the currency of this agreement.
- 9.4. Not cancel this agreement or withdraw the **PROPERTY** from sale without the prior written consent of Dynamic Auctioneers.
- 9.5. Generally, give Dynamic Auctioneers every reasonable assistance required in relation to the sale of the **PROPERTY**.
- 9.6. For any reason if the **SELLER** fails to comply with the terms and conditions laid out in this agreement, which results in failure of the sale of the **PROPERTY**, Dynamic Auctioneers will require full commission as compensation from the **SELLER**.

## 10. ACCURACY OF INFORMATION

- 10.1. The **SELLER** warrants that the accuracy of all information given to Dynamic Auctioneers relating to and/or in connection with the **PROPERTY** and that it has not willingly failed to disclose to Dynamic Auctioneers any information relating to or in connection with the **PROPERTY** which may be material to any **PURCHASER** thereof.

## 11. CONFIDENTIALITY

- 11.1. All enquiries are to be handled by Dynamic Auctioneers. All negotiations and discussions shall remain confidential.

**AGREED UPON AND ACCEPTED BY THE PARTIES:**

Signed at ..... on the ..... day of ..... 20....

\_\_\_\_\_

Signed by the Seller

\_\_\_\_\_

Signed by Dynamic Auctioneers

\_\_\_\_\_

Witness 1 for the Seller

\_\_\_\_\_

Witness 1 for Dynamic Auctioneers

\_\_\_\_\_

Witness 2 for the Seller

\_\_\_\_\_

Witness 2 for Dynamic Auctioneers