



Exclusive Mandate to Sell Property

joe@auctionpro.co.za | 0601 08 08 08

1. PARTIES TO THE AGREEMENT

I/We, the undersigned:

Full Name(s): _____

ID Number(s): _____

Full Name(s): _____

ID Number(s): _____

Hereinafter referred to as "the Seller", being the registered owner(s) or duly authorised representative of the entity (Company/Trust/Partnership/CC) that owns the following property:

Property Description: _____

Physical Address: _____

Situated in the Township of: _____

(Hereinafter referred to as "the Property")

2. APPOINTMENT OF AGENT

The Seller hereby appoints AuctionPro Property, represented by:

Agent's Name: _____

as sole agent with the exclusive mandate to procure a willing and able purchaser for the above Property via public auction.

Total Asking Price (or Reserve): R_____ (Incl. VAT & Commission if applicable)

Auction Date: _____

Mandate Start Date: _____ Mandate End Date: _____

3. RESERVE PRICE & CONFIRMATION OF SALE

3.1 The Reserve Price is set at: R_____ (Incl. VAT & Commission if applicable)

3.2 If this price is achieved at auction or via private offer, AuctionPro Property is irrevocably authorised to confirm the sale on behalf of the Seller, subject to acceptance of the terms.

3.3 If the Reserve is not met, the sale will be "Subject to Confirmation". The Seller has five (5) working days to accept or reject any offer made.

3.4 If the Seller declines a lower offer, Auction Pro shall not be liable for any claims, except for reimbursement of agreed advertising expenses (see Section 4).

3.5 Auction Pro may continue to negotiate privately with interested buyers, but no binding sale may be concluded without the Seller's written consent.

4. MARKETING & ADVERTISING

4.1 The Seller agrees to a marketing budget of R_____ (Incl. VAT), payable in advance, based on a mutually agreed campaign.

4.2 Auction Pro will not apply any mark-up to advertising. Invoices available on request.

4.3 The marketing cost remains non-refundable, regardless of the outcome of the sale.

5. COMMISSION

5.1 A commission of _____% (Incl. VAT) is payable to Auction Pro by the Buyer.

5.2 In the case of multiple owners, all signatories are jointly and severally liable for commission and costs.

5.3 Commission is payable under the following conditions:

- 5.3.1 If the property is sold to any person introduced by Auction Pro during the mandate.
- 5.3.2 If the property is sold within 12 months after the mandate to any party introduced by Auction Pro.
- 5.3.3 If the Seller breaches the terms of this mandate.

6. TERMS & CONDITIONS

6.1 If the Seller cancels, withdraws, or obstructs the mandate, they agree to pay the full commission as if a sale was concluded.

6.2 If AuctionPro Property presents a qualifying offer at the Reserve Price, and the Seller refuses, commission remains payable.

6.3 The Electrical Certificate of Compliance (CoC) must be obtained by the Buyer/Seller at their own cost, in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

6.4 The Seller allows signage and access to the property for marketing, viewings, and auction events.

7. WARRANTIES & INDEMNITIES

7.1 The Seller is responsible for all outstanding municipal accounts, electricity, rates and taxes.

7.2 The Seller confirms that they:

- Have read and understood this agreement.
- Are not under misapprehension regarding its contents.
- Have not relied on any other representations not stated herein.

7.3 The Seller waives any claim against AuctionPro Property for non-performance by any buyer.

7.4 The Seller indemnifies AuctionPro Property from any liability arising out of the auction process, viewings, or sale, including damages or injuries.

7.5 The Seller warrants that there are no latent material defects to their knowledge.

8. BREACH OF AGREEMENT

8.1 In the event of breach, the aggrieved party must serve a 7-day written notice to remedy.

8.2 If the default is not remedied, the aggrieved party may:

- 8.2.1 Cancel the agreement and claim damages, or
- 8.2.2 Enforce specific performance.

9. ADDITIONAL NOTES: _____

SIGNATURES

Signed by the Seller/Registered Owner/s:

Full Name:	ID No.
Signature:	Date:
At:	
Witness 1:	Witness 2:

Signed by Co-Owner (if applicable):

Full Name:	ID No.
Signature:	Date:
At:	
Witness 1:	Witness 2:

Signed by Co-Owner (if applicable):

Full Name:	ID No.
Signature:	Date:
At:	
Witness 1:	Witness 2:

Signed on behalf of AuctionPro Property:

Full Name:	ID No.
Signature:	Date:
At:	
Witness 1:	Witness 2:

PROPERTY DETAILS (FOR INTERNAL USE)

- Address: _____

- Erf Size: _____
- Zoning: _____
- Number of Dwellings: _____
- Property Description: _____

- Borehole: Yes . . . No . . .
- Borehole Yield (Litres/hour): _____
- Outstanding Bond: R_____
- Outstanding Rates & Taxes: R_____
- Outstanding Electricity Accounts: R _____
- Other Applicable Accounts: _____

