

THE TERRACE@JUNO

UNIT NO:	AGENT:	CONTACT NR:
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ENTERED INTO BY AND BETWEEN

FULL NAME & SURNAME: _____

CONTACT NR : (W) _____ (C) _____

: (W) _____ (C) _____

EMAIL ADDRESS : _____

:

PHYSICAL ADDRESS : _____

: _____

(Hereinafter referred to as the "purchaser")

AND

PACIFIC EAGLE185 PROPRIETARY LIMITED

Registration Number: 2007/019482/07

herein represented by Leon Jean Jordaan duly authorized by virtue of a Special Power of Attorney signed At Pretoria on_____

(Hereinafter referred to as the "seller")

AND

RAYMOND BRIAN SWEETNAM

IDENTITY NUMBER: 820305 5041 083

of:_____

(herein after referred to as the Building Contractor)

The Purchaser hereby purchases:

1. **PROPERTY**

UNIT NO: _____ TYPE: _____ IN EXTENT : ± _____ m²
EXCLUSIVE USE: _____ m² OPEN / CLOSED: _____

SCHEME NAME: **THE TERRACE@JUNO**

ERF 3910 FAERIE GLEN EXTENSION 8

STREET ADDRESS:

together with all buildings and improvements thereon including all fixtures and fittings of a permanent nature and together with an undivided share in the common property **as it appears from the plan/drawings and standard specifications attached hereto**. The extent of the unit described in paragraph 1 represents the extent of the as built unit. The Purchaser acknowledges that the sectional title diagram as prepared by the Surveyor General, is measured on the inside area of the built unit and the down poles of the carports which may have the effect that there is a discrepancy between the said to measurements. Any deviation from the said measurements derived in this agreement will not result in an adjustment of the agreed purchase price.

(hereinafter referred to as the Property)

2. **CONDITIONS OF PAYMENT**

2.1 PURCHASE PRICE : R_____ (_____
_____ **RAND**)
with a deposit in the amount of R_____ (_____
_____ **RAND**)
payable by the Purchaser within _____ (_____) days from signature by both parties.

2.2 In the case of a cash purchase of the property the BALANCE PURCHASE PRICE
R_____ (_____
_____ **RAND**)
must be paid to WDS Attorneys Inc , Annlin , Pretoria TEL: 0861 133 555, within 7 (Seven) days after signature of this agreement.

2.3 In the case where the balance purchase price will be secured by a bond guarantee in favour of the Seller or his nominee for the balance of R _____ (_____
_____ **RAND**),
payable free of bank commission in cash **on registration** at PRETORIA, must be delivered to the Seller/nominee within 14 (Fourteen) days from date of approval of the bond.

2.4 All amounts payable to:
WD Saayman Attorneys, Annlin, Pretoria TEL: 0861 133 555/ (012) 521 0300 with bank details:
Account Name: WDS Attorneys Inc Trust Account, Bank Name: ABSA, Branch Code: 632 005, Account No : 4106 869 760 Reference: , Unit No _____, proof of payment e-mail to admin@wdsaayman.co.za.

Money paid by the Purchaser shall be invested in an interest bearing trust account, interest for the benefit of the Purchaser. This constitutes a mandate by the Purchaser as contemplated by Section 86(5) of the Legal Practice Act 28/2014 and the Conveyancer shall invest the deposit on receipt of the Purchaser's FICA documents. The deposit and any other amounts will be paid to the Seller on date of registration of the property into the name of the Purchaser.

3. **BOND APPROVAL**

3.1 The offer is made subject to the condition that a loan/s secured by a mortgage bond/s with a total _____ amount _____ of R_____ (_____)
or Lessor amount accepted by the Purchaser be granted to the Purchaser within **21 (Twenty One)** days from date of sale at the prevailing rate of interest and upon such conditions imposed

by the Grantor/s. The parties hereby irrevocably appoint Independent Bond Originators as bond originator to attend to the bond application on behalf of the Purchaser. The Purchaser must furnish, sign and complete all documents as requested by the aforesaid bond originator within **7 (Seven) days** after signature of this agreement. Failure by the Purchaser to sign any loan application/s or any other documents necessary for the procuring of such loan or not to furnish complete information for purposes of the application shall constitute a breach of this agreement. The seller shall, at its sole discretions, decide whether to cancel the agreement should the required documentation not be provided within the said period.

- 3.2 This condition will be fulfilled on **issue by** the Financial Institution **of a quotation**, notwithstanding any **other** suspensive conditions to be met. Should the Purchaser not give his co-operation, by refusing to supply his personal information or, refusing to apply or accept a loan, the suspensive condition as set out in 3.1 will be deemed fulfilled.
- 3.3 This sale shall lapse and this agreement shall be of no force and effect should the loan not be obtained within the 21 (TWENTY ONE) days as defined in 3.1 unless otherwise agreed to in writing.

4. OCCUPATION

- 4.1 Occupation will be given and taken up by the Purchaser on registration from which date the Seller or any other occupier has to vacate the property subject to any rights of any existing lease agreement as at date of acceptance of this offer.
- 4.2 Should the date of occupation take place prior to date of registration of transfer of the property to the Purchaser, the Purchaser will be liable to pay occupational rent of R 16 500(Sixteen Thousand Five Hundred **RAND**)per month as from date of occupation to date of registration of transfer (**IF APPLICABLE**). The Purchaser shall be liable for his own electricity consumption as from date of occupation.
- 4.3 This rental is payable monthly on the **1st (FIRST) DAY** of each month and will be allocated proportionally to the Purchaser and Seller on date of registration.
- 4.4 The Purchaser may not take occupation before the occupational rent has been paid in full and all suspensive conditions have been fulfilled.
- 4.5 The Purchaser shall vacate the property immediately on cancellation of the sale.

- 4.6 The Purchaser shall be responsible for payment of the monthly Body Corporate levy as from the date of registration, as per below:

Type	Floor	Amount	Amount in words
		R	

The Body Corporate levy is subject to change at any time in accordance with the expenses and budget of the sectional title scheme. . In the event that the amount in this clause is not available at time of signature it shall be determined at the inaugural meeting of the Body Corporate.

5. **DATE OF PAYMENT**

All benefits and risk in the property shall pass to the Purchaser on registration of transfer of the property into the name of the Purchaser from which date the Purchaser shall be liable inter alia for all rates, taxes and/or levies levied on the property. Any payments made as to rates, taxes and/or levies by the seller for any period subsequent to registration of transfer shall be refunded proportionately in accordance with the above to the seller.

6. **BREACH**

- 6.1 In the event of the Purchaser failing to make payment of any monies or failing to comply with any other obligation within (7) days of dispatch of written request to that effect at the instance of the Seller then, in any such event, the Seller shall be entitled, without prejudice to any other rights the Seller may have, including but not limited to the right to claim damages, either :-
- 6.1.1 to terminate this Agreement in which event the Seller shall be entitled to obtain immediate repossession of the Unit and to claim forfeiture of and retain on account of damages all monies paid by the Purchaser to the Seller or the seller Attorneys on account of the purchase price, costs or otherwise in terms of or pursuant to this Agreement; or
- 6.1.2. to require the Purchaser to fulfil all obligations hereunder.
- 6.1.3. If the Seller institutes legal proceeding against the purchaser for payment any amount and /or performance of any obligation due by the Purchaser in terms hereof, the Purchaser shall pay all costs incurred by the Seller, including, but not by way of limitation, the costs of any letter of demand, all collection charges and party and Attorney and own client charges.
- 6.1.4. If the Purchaser disputes the Seller right to cancel and/or remains in occupation of the Unit after date of cancellation the Purchaser shall continue to pay interest / occupational rental and levies as herein provided in consideration for continuing to occupy the Unit.

- 6.1.5 If the Purchaser commits a breach of any of the terms of this agreement and fails to remedy same within 7 (Seven) days of written notice calling for same to be remedied, the Seller shall have the right without prejudice to any other rights which he legally may have, to cancel this agreement and retain any and all payments made as **agreed pre-estimated damage** or liquidated damages or by way of any pending judgment by any court of the lawful damages suffered or to sue for specific performance with or without a claim for damages. In event of breach by the Purchaser, he will also be obliged to pay the agents commission referred to in Addendum A hereto.

7. ACKNOWLEDGEMENT

- 7.1 The Purchaser explicitly agrees to accept the property, subjected to generally accepted workmanship and specifically according to the plans, drawings and standard specifications proposed by completion. The Purchaser acknowledge that the plans and products may differ from any sketches, 3D sketches, presentations or the like or where plans may differ slightly due to practical amendments required.
- 7.2 The Purchaser regards the purchase price as fair and reasonable.
- 7.3 The Purchaser acknowledges that the seller and/or agent did not use undue influence or tactics in marketing the property and in inducing him/her to sign this document.
- 7.4 The Purchaser acknowledges that the agent only acts as representative of the seller and not as a supplier as described in the Consumer Protection Act.
- 7.5 The Purchaser was not introduced to the property by means of direct marketing.
- 7.6 The Purchaser understands this document and that the same has been explained to him/her.

8. SPECIAL CONDITIONS

After the Purchaser has taken occupation but prior to the Purchaser taking transfer; the following conditions are applicable:

- 8.1 The Purchaser shall not be entitled to make any alterations or additions to the Property.
- 8.2 The Purchaser shall be liable to keep the private spaces of the property in an appropriate and proper condition.
- 8.3 The Purchaser may not subdivide the property or be allowed to alienate or waive his right to occupation or any part thereof to any other party.
- 8.4 The Purchaser hereby specifically agree that all funds paid in respect of the purchase price may be released and paid to the Seller in the interim, before registration, and irrevocably authorizes the transferring attorneys to make payment thereof directly to the Seller upon the Seller's request and instruction.
- 8.5 The Seller reserves the right to cancel the agreement at any time after the time period defined in clause 10.3 of this agreement should the Purchaser fail to comply with the said clause.

9. **ERRONEOUS PROPERTY DESCRIPTION**

If the property has been erroneously described herein, such error shall not be binding on the Seller but shall conform with the description as set out in the title deed and the parties agree to the rectification hereof to conform to their intention.

10. **TRANSFER OF THE PROPERTY**

- 10.1 Transfer of the Property shall be affected by the Seller's conveyancers, WDS Attorneys Inc , Annlin, Pretoria, Tel: 0861 133 555, and all costs of transfer shall be payable by the Seller to the Conveyancer and the agreed transfer costs shall be deducted from the proceeds of the purchase price on registration.
- 10.2 The Bond registration shall also be attended to by WD Saayman Inc, Annlin, Pretoria, Tel: 0861 133 555. The Bond registration costs will be payable by the Purchaser on request of the Conveyancer - **the Purchaser shall also be liable for payment of the Initiation Fees charged by the Financial Institution.** In event that the transfer and or bond documentation need to be signed at a correspondent, the Purchaser shall pay the invoice of the correspondent.
- 10.3 The Purchaser herewith undertakes to supply all required information and pay all necessary amounts needed to proceed with the transfer within 7 (Seven) days after he has been requested to do so by the conveyancers.

11. **DELAY OF TRANSFER**

- 11.1 Should there be any delay in transfer of the property, where the Purchaser is responsible for such delay, he shall be compelled to pay interest on the outstanding balance of the purchase price at a rate of 15.5 % (Fifteen and a Half) percent per annum for the period of the delay. Transfer will only be effected once this interest amount have been paid into the Conveyancers trust account. Should the Purchaser delay the transfer of the property for more than 14 days then the Purchaser shall be in breach of the agreement.
- 11.2 Should there be any material delay of transfer, outside the control of the seller, then the seller shall have the right to cancel the agreement, in its sole discretion, if the delay exceeds an 18 month period after date of signature of this agreement.

12. **DOMICILIUM CITANDI ET EXECUTANDI**

- 12.1 For all purposes of this agreement the parties hereby choose as domicilium citandi et executandi (**permanent address**) their respective physical addresses/e-mail addresses as set out in this agreement.
- 12.2 Any written notice will be deemed to be received by the addressee on the 5th day after same was despatched via pre-paid registered mail or on date of delivery if delivered by hand or if sent to chosen e-mail address, on sending thereof to the addressee.
- 12.3 Where, in terms of this Agreement any communication is requires to be in writing, the term "writing" shall include email communication.

- 12.4 The Purchaser shall with effect from the date of occupation, be deemed to have changed his domicillium to the Unit.

13. **COURT PROCESS AND JURISDICTION**

- 13.1 For the purposes of all or any legal proceedings arising from or in connection with this agreement the parties hereby consent to the jurisdiction of the Magistrate's Court Act as amended, notwithstanding the fact that such proceedings will otherwise fall beyond such Court's jurisdiction. This clause shall be deemed to constitute the written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates Court Act 1994 as amended.
- 13.2 Notwithstanding the foregoing, the parties shall have the right of their own choice and discretion to institute proceedings in any other competent court which might otherwise have jurisdiction.
- 13.3 Costs on attorney and own client scale, including collection commission calculated at 10% (Ten Percent) together with VAT thereon as to outstanding monies shall be payable by the party who is in default determined by the Court.
- 13.4 In the event of the Seller instructing attorneys to render legal services to enforce the Seller's rights arising from a failure by the Purchaser to comply with any obligation hereunder, the Purchaser shall be liable for all costs calculated on the scale as between attorney and client incurred by the Seller to such attorneys, whether legal proceedings have commenced or not including tracing fees.

14. **GENERAL**

- 14.1 This agreement including any addendums constitutes the entire contract between the parties and contains the full agreement between the parties. No other terms, conditions, undertakings, representations or guarantees shall be of any force if not specifically contained in this agreement. No variation of or adding to, agreed cancellation, or alteration of this contract and no abandonment shall be of any power by any party unless signed by both parties in writing and their authorised agents.
- 14.2 The parties hereby undertake to perform all necessary actions and sign all required documentation as what is incidental to or beneficial to the implementation of the terms, conditions and intent of this agreement.
- 14.3 In the event of there being more than one Purchaser that signed this contract their liability shall be joint and several. Should this agreement not be signed by all the persons mentioned as Purchasers, the agreement shall be binding on all such Purchasers who indeed signed the agreement.
- 14.4 No grant, postponement or any other concession made or allowed by the Seller in terms of any payment due by the Purchaser in respect of this agreement or any late payment made or permitted in terms thereof, shall under no circumstances be deemed or seen as a silent consent by the Seller or as an abandonment or novation or have any other effect on any of the Seller's

rights which arise from this agreement or deprive the Seller's right to compel at any stage and without any notice the strict and precise fulfilment of each clause or term of this agreement. Further shall no such grant, postponement or any other concession modify or amend any responsibility or release any party from his responsibility or alter the effect of any of the responsibility of any person who is or becomes bound in terms of this agreement as surety or co-debtor of the purchaser.

- 14.5 The plan may deviate slightly due to City Council Regulations.
- 14.6 The true extent may deviate slightly from the plan.
- 14.7 The levy as stipulated at time of signature of this agreement is only preliminary and may differ and/or change at a later stage.
- 14.8 The Purchaser acknowledges that he has inspected the property and that no misrepresentation has been made to him.
- 14.9 The Seller is not compelled to identify the property to the Purchaser after acceptance of this offer.
- 14.10 The purchaser will not be entitled to sell the property herein mentioned to any third party before registration of the property into the name of the purchaser.
- 14.11 The Seller reserves the right to within 60 (Sixty) days prior to the occupation date as set out in paragraph 4.1 above to confirm such date or to change the occupation date to a date which The Seller finds more appropriate.
- 14.12 Should the purchase price be financed by a financial institution requiring the signing of a 'happy letter " by the purchaser, the Purchaser shall be obliged to sign the happy letter on inspection of the property and handing of a snag/defect list to the Seller, who shall be obliged to rectify the snags/defects according to specification agreed, within 14 days. Should in case of bond finance, the bank valuator uplift the full retention on the bond, the Purchaser shall be obliged to sign the happy letter within 48 hours from submitting of the proof of aforesaid. Should the Purchaser fail to sign the happy letter as aforesaid, the Purchaser shall be in breach of contract and specifically agree to be liable for payment of penalties, calculated at 1% of the purchase price for every day that the transaction be delayed due to the unreasonable withholding of signing of the happy letter. In the event that the "happy letter" is not signed within the said 48 hours or within 14 days, subject to the said penalty clauses, from submission of the certificate the Purchaser shall be in breach where The Seller shall reserve its rights to cancel the purchase agreement.
- 14.13 Within 7(Seven) days after the date of occupation the Purchaser must furnish to the Seller only 1 (One) additional list , if applicable, of defects and the Seller undertakes to fix such defects within 14 (Fourteen) days after receipt of such defect list. It is specifically agreed that any form of painting and any form of touch-ups shall be excluded from this additional list.
- 14.14 The Seller reserves the right to have their logo permanently displayed on the outside wall of the entrance at the main gate, for recognition purposes.

- 14.15 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female gender, and words importing persons shall include partnerships and bodies corporate, and vice versa.
- 14.16 Reference to the Agreement means this Agreement and all Annexures/Addendums thereto.
- 14.17 The head notes to the paragraphs in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 14.18 The property hereby sold, is sold with a metering system if so elected by the Seller. The metering system may include various utilities including electricity, water and/or internet services if so elected by the Seller. The Purchaser declares to be aware that he/she be charged for the use of aforesaid, if implemented, also acknowledging to be aware that should the contract between the Seller and the Service Provider, the latter delivering the aforesaid services, not be ratified at the establishment meeting of the Body Corporate, that the aforesaid services will not be available and need be replaced by the Body Corporate at the cost of the Body Corporate. The Seller reserves the right to amend the services provided by the supplier prior to registration where it is deemed practical and/or impractical to implement.
- 14.19. In the event that any latent and or patent defect occur within a period of 90 (Ninety) days from date of occupation as stipulated on the Certificate of Occupancy issued by the City Council, the Seller shall rectify such defect. The purchaser is aware that defects not to include any deviations to specifications.
- 14.20 The Seller is entitled to proceed with the marketing of the property. Should the Seller receive an offer without any suspensive condition from a bona fide third party, the Seller will notify the Purchaser of the said offer. Should the purchaser fail to waive any suspensive condition, deliver acceptable guarantees and pay bond and transfer cost within 3 days from sending of the said notice to the Purchaser's e-mail address, this contract shall lapse and be deemed to be null and void.
- 14.21. The Purchaser shall take full responsibility to acquaint itself with any relevant tax benefit or tax related matter related to the transaction.

17. **ACCEPTANCE**

This offer expires at 12:00 on _____ and is irrevocable until such time.

18. **CONDITIONS**

The Purchaser shall prior to occupation, pay the following expenses, the figures below being an estimate of the cost thereof:

ELECTRICITY PREPAID METER	<i>R 3 500.00</i>
WATER PREPAID METER	<i>R 3 500.00</i>

19. **NHBRC (NATIONAL HOME BUILDINGS REGISTRATION COUNCIL)**

- 19.1 The Building Contractor is registered with the NHBRC and the Property will be enrolled with the said Council. The Purchaser is aware of the statutory guarantees provided to him in terms of the provisions of Act 95 of 1998.
- 19.2 The parties acknowledge and agree that the construction of the unit will be carried out by the Building Contractor and, as such, the Contractor will be a party to this Agreement.
- 19.3 For the purpose of this Agreement, the Contractor chooses as his address and as his domicilium citandi et executandi, the address in the pre-amble hereto.
- 19.4 The Seller, as full subsidiary of Leovas Investments Pty Ltd, and whereas Leovas Investments Pty Ltd and the Building Contractor respectively warrant and agree that they are registered as home builders with the National Home Builders Registration Council as contemplated by the provisions of the Housing Consumers Protection Measures Act No 95 of 1998.
- 19.5 The Seller as subsidiary aforesaid and the Building Contractor further warrant and agree that they will be bound by and comply with the provisions of that Act.

20. **DEVELOPER RESPONSIBILITY**

The Seller/Builder will not be held responsible for any damages to "loose goods" brought unto the property by the purchaser/tenant, caused by burglary, fire, excessive hail, excessive rains, extreme winds, leaking pipes, electric malfunction, acts of God or any cause whatsoever. The purchaser/tenant will be responsible for all his/her goods brought onto the premises and is therefore responsible for his/her own insurance of his/her goods that might be damaged due to any of the above mentioned unforeseen circumstances.

After registration of transfer, the Seller will not be responsible for repairs and maintenance to the property itself following burglary, fire, excessive hail, excessive rains, floods, extreme winds, roof leaks caused by the above, acts of God or any cause whatsoever.

21. **RIGHT OF EXTENSION**

- 21.1 The Purchaser records that he is aware that on the occupation date, the buildings and other sections may be incomplete and that occupants may suffer inconvenience from building operations and that he shall have no claim against the Seller by reason of any such inconvenience.

22. **MANAGING AGENTS**

- 22.1 To secure continuity with regard to the administration of the affairs of the sectional title, the Seller shall appoint a Managing Agent from the date of establishment of Body Corporate of the scheme. The Seller is hereby irrevocably authorized on behalf of the Purchaser, to act and vote on its behalf with regard to the appointment of the managing agent, from the establishment of the body corporate.
- 22.2. The SELLER will appoint an Insurance Company and agent. These will insure the buildings and common Property

23. **BODY CORPORATE**

The Purchaser hereby will automatically become a member of the Body Corporate on registration of the property in his/her name, the standard conduct and management as set out in the Sectional Titles Act 96/1986 as amended be applicable.

24. **SURETY CLAUSE**

Any person signing this agreement on behalf of a previously founded Company or Close Corporation or Trust shall be personally bound and liable for the due performance of all obligations in forms of this deed of sale by such person signing this agreement and shall be demanded to bind himself to the Seller as surety and co-principal debtor in solidum with such ability for the due performance by it as the purchaser of all the forms and conditions of the Agreement of Sale under renunciation of the benefits of division and excussion.

25. **CO-OPERATION**

25.1. Each of the parties hereby undertakes to:

25.1.1. sign and/or execute all such documents (and without limiting the generality of the afore going, same shall include the execution of the necessary Power of Attorney, Transfer Duty Declaration and Affidavits.)

25.1.2. do and to procure the doing by other persons, and refrain and procure that other person will refrain from doing , all such acts; and

25.1.3. pass and to procure the passing of all resolutions of directors or shareholders of any company or trustees of any trust; to the extent that the same may lie within such party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

26. **VALUE ADDED TAX**

26.1. If the Seller is not registered for VAT, the property is not a taxable supply and transfer duty is payable by the Seller in terms of this agreement.

26.2 If registered, the property is a taxable supply on which VAT is payable to SARS. The Seller undertakes to make payment to the South African Revenue Service in respect of the amount due. In this event the purchase price, as per clause 2.1, shall be deemed VAT inclusive.

PURCHASER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____
FULL NAME & SURNAME **PURCHASER - SIGNATURE**

ID NUMBER

WITNESS - SIGNATURE

2. _____
FULL NAME & SURNAME **CO-PURCHASER - SIGNATURE**

ID NUMBER

WITNESS – SIGNATURE

SELLER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____
FULL NAME & SURNAME **SELLER - SIGNATURE**

ID NUMBER

WITNESS – SIGNATURE

2. _____

FULL NAME & SURNAME

ID NUMBER

WITNESS – SIGNATURE

BUILDER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____

FULL NAME & SURNAME

BUILDER - SIGNATURE

ID NUMBER

WITNESS – SIGNATURE

2. _____

FULL NAME & SURNAME

ID NUMBER

WITNESS – SIGNATURE

INFORMATION REQUIRED FOR TRANSFER AND / OR LOAN APPLICATION			
Main Buyer / Applicant's Personal Information			
Surname:			
Full Name:			
ID No:			
Date of Birth:		Place of Birth:	
Single	Married: COP / ANC	Divorced	Widow
Main Buyer Contact Information			
Residential Address:			
City:	Country:	Postal Code:	
Postal Address:			
City:	Country:	Postal Code:	
Applicant A: (W)		Applicant A: (C)	
Email:		Business Workplace:	
Business Address A:			
Occupation:		Period:	
Co-Applicant's Information			
Surname:			
Co-Applicant's Full Name:			
ID No:			
Date of Birth:		Place of Birth:	
Single	Married: COP / ANC	Divorced	Widow
Co-Applicant Contact Information			
Residential Address:			
City:	Country:	Postal Code:	
Postal Address:			
City:	Country:	Postal Code:	
Applicant B: (W)		Applicant B: (C)	
Email:		Business Workplace:	
Business Address B:			
Occupation:		Period:	

I / We, _____, herewith
certify that all the above mentioned information is correct.

PROFESSIONAL FEES

Entered into by and between

THE SELLER, being

PACIFIC EAGLE 185 PROPRIETARY LIMITED

REGISTRATION NUMBER: 2007/019482/07

AND

THE AGENCY, being

IN RESPECT OF (THE PROPERTY)

UNIT___ THE TERRACE@JUNO

Vat registration number:_____

Whereas the abovementioned Agent was the effective cause and has fulfilled the mandate to sell the aforesaid property on _____ therefore the parties agree that:

- *The Seller hereby irrevocably authorise the Transferring Attorneys to pay to the Agent or his nominee the professional fees referred to below, on date of transfer;*
- *The Seller further authorise the Transferring Attorney to furnish the Agent with information relating to the transaction;*
- *The Seller hereby record that he is not bound by any sole mandate given to any other estate agent to sell the property. The Seller indemnifies the Agent against any claims whatsoever in this respect.*

CALCULATION OF PROFESSIONAL FEES:

Gross purchase price (exclusive of VAT) in terms of Deed of Sale: R_____

Less: Professional Fee (4%) R

VAT (if registered) R

SIGNED at **On**

WITNESSES:

SELLER

2.

SIGNED at **On**

WITNESSES:

1.

PRINCIPAL OF AGENCY

2.