



Agreement to payment of commission and Instruction to sell - Property

MEMORANDUM OF AGREEMENT

Entered into between:

Name of seller/s: \_\_\_\_\_ (Reg. No. \_\_\_\_\_),

Represented by: \_\_\_\_\_ (ID No. \_\_\_\_\_);

("the Seller/s")

Of address: \_\_\_\_\_

and

Fair-Bro International Brokers/Fair-Bro Properties (Pty Ltd

Company registration nos. 2002/003951/07 and 2002/003952/07

("Fair-Bro International")

Of address: Suite 49D Belvedere Square, Ranelagh Road, Claremont 7708

1 Property

Description: \_\_\_\_\_

State full address: \_\_\_\_\_

2 Conditions of sale

2.1 The Net purchase price/purchase consideration/ transaction amount for \_\_\_\_\_% (\_\_\_\_\_ percent) of the Property, after deducting the commission amount before VAT as calculated on the basis of 2.3 below, is R..... (..... RAND) plus/including the value of inventory; or any other price agreed to by the Seller from time to time.

2.2 The purchase price, or purchase consideration, or transaction amount is payable in cash against transfer of the Property to the Purchaser, or in terms of arrangement to be agreed to by the seller and the purchaser and recorded in the sale agreement.

2.3 The commission payable is 7,5 % (SEVEN AND ONE HALF PERCENT) of the VAT exclusive gross purchase price/purchase consideration/transaction amount (gross value of the Property which includes/excludes inventory, furniture, fittings, office & other equipment and all other movable assets and/or including capital introduced by way of loan account or finance facility arranged) of the Property, and shall be deemed to have been earned upon the signing of an agreement of sale by both the Seller and the purchaser and the fulfilment of all suspensive conditions contained therein, and the commission to which VAT shall be added is payable by the Seller out of the first available money paid by the purchaser or on the date of transfer of the

Property into the Purchaser's name; subject to these agreed terms of the commission payment being recorded in the sale agreement.

### 3 **Mandate**

The Seller/s hereby authorise/s **Fair-Bro International** to offer the Property for sale at the price determined in 2.1 above. This agreement shall remain in force until terminated by either party in writing.

### 4 **Obligations of Fair-Bro International**

**Fair-Bro International** hereby undertakes:

- 4.1 to find a purchaser who is willing and able to purchase the Property from the Seller/s on the terms stated above. This includes advertising the Property for sale at **Fair-Bro International's** sole discretion and own cost; to list the Property on **Fair-Bro International** and **Associate** websites; to keep the Seller/s advised on a regular basis;
- 4.2 to treat all information supplied to **Fair-Bro International** and its authorised representatives by the Seller/s in the strictest confidence and not to divulge any information of a confidential nature to any potential purchaser without the Seller/s prior consent; and
- 4.3 to ensure that the details of the property are not displayed without the Seller/s prior consent, in any advertising or on the **Fair-Bro International** and **Associated** websites, but that for this purpose, a confidential internal code is used to identify the property.

### 5 **Obligations of the seller/s**

The Seller/s undertakes that:

- 5.1 he/she/they will not do anything which might in any way prevent or hinder **Fair-Bro International** from effecting a sale of the Property in terms hereof;
  - 5.2 he/she/they will not divulge any information regarding the identity of any prospective purchaser and that he will treat all information regarding the Purchaser which is supplied by **Fair-Bro International** and its authorised representatives or the Purchaser, in the strictest confidence;
  - 5.3 he/she/they shall accept any *bona fide* offer produced by **Fair-Bro International** that embodies an offer in terms of the instruction of the Seller/s;
  - 5.4 he/she/they will allow **Fair-Bro International** access to the business at all reasonable times;
  - 5.5 he/she/they will pay to **Fair-Bro International** a commission according to the percentage set out above in the event that he/she/they:
    - 5.5.1 sell/s the property himself/herself/themselves, to any prospective purchaser introduced to the Property directly or indirectly by **Fair-Bro International**;
    - 5.5.2 Commit/s a breach of the terms of this agreement;
    - 5.5.3 Refuse/s to accept a *bona fide* offer of purchase;
- This amount being a genuine pre-estimate of damages.



THUS DONE AND SIGNED by the **SELLER/S**

At \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

SELLER: \_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature for Seller/s – Duly Authorised thereto

**AS WITNESS:**

Name: \_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED by the Broker on behalf of **Fair-Bro International Brokers/Fair-Bro Properties (Pty) Ltd**

At CLAREMONT on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.



ACCEPTED: **Frederick Russell Broom**  
Print Full Name

\_\_\_\_\_  
Broker Signature for **Fair-Bro International Brokers/Fair-Bro Properties (Pty) Ltd**

**AS WITNESS:**



Name: **Cheryl Margaret Broom**  
Print Full Name

\_\_\_\_\_  
Signature

**MANDATE CONFIRMED BY FAIR-BRO INTERNATIONAL BROKERS/FAIR-BRO PROPERTIES (PTY) LTD - DIRECTOR**

At CLAREMONT on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.



CONFIRMATION: **Frederick Russell Broom**  
Print Full Name

\_\_\_\_\_  
Director for **Fair-Bro International Brokers/Fair-Bro Properties (Pty) Ltd**

**CONFIRMATION AND AGREEMENT OF THE TERMS OF THE MANDATE IS SUBJECT TO THE APPROVAL BY ONE OF THE DIRECTORS OF FAIR-BRO INTERNATIONAL BROKERS (PTY) LTD AS RECORDED ABOVE.**

