

## AGREEMENT BETWEEN SELLER AND AGENT REGARDING ESTATE AGENT COMMISSION

\_\_\_\_\_  
**Born** \_\_\_\_\_,  
**Tel: (H)** \_\_\_\_\_ **and** \_\_\_\_\_ **(Cell)**  
**Married** \_\_\_\_\_

(hereinafter referred to as "the seller")

and

\_\_\_\_\_  
**From** \_\_\_\_\_

(hereinafter referred to as "the agent")

### **RECORDALS**

The parties record that:

The seller is the lawful owner of:

**Certain :** Erf or Unit No. \_\_\_\_\_  
**Street Address or Sectional Scheme:** \_\_\_\_\_  
**Situated :** \_\_\_\_\_  
In the Municipality of \_\_\_\_\_  
**Held by:** Deed of Transfer No \_\_\_\_\_  
Hereinafter referred to as "the Property"

And whereas the seller is desirous to sell the Property in a transaction where the agent was the effective cause of a transaction between the seller and

\_\_\_\_\_  
**Born on** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Tel: (H)** \_\_\_\_\_ **and** \_\_\_\_\_ **(Cell)**

(hereinafter referred to as the "**purchaser**")

whereby the Property was sold for the amount of N\$ \_\_\_\_\_ ( \_\_\_\_\_  
Namibian Dollar) **inclusive of agents commission**;

**NOW IT IS AGREED AS FOLLOWS:**

1. The seller undertakes to pay the agent's commission of N\$ \_\_\_\_\_  
( \_\_\_\_\_ Namibian Dollar), **inclusive of VAT**. This  
commission is deemed to be earned upon the signature of a Deed of Sale by both parties.
2. The seller irrevocably instructs the Conveyancing Attorney, SAULS JACOBS & CO to pay the commission  
to the Agent out of the proceeds of the sale against registration of transfer in the Deeds Registry and on  
completion of the conveyancing process.

Should this agreement between the seller and the purchaser be cancelled by the seller, or by ways of  
mutual agreement between the seller and the purchaser, the seller will become responsible for the  
payment of the aforesaid commission of N\$ \_\_\_\_\_  
( \_\_\_\_\_ Namibian Dollar), **inclusive of VAT** to the  
agent on date of cancellation.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**AS WITNESSES:**

\_\_\_\_\_  
FOR THE SELLER

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**AS WITNESSES:**

\_\_\_\_\_  
FOR THE AGENT