

OFFER TO PURCHASE ERF NO:

I/We, the undersigned, PURCHASER(S), offer to purchase the mentioned property from the SELLER on the terms and conditions as set out in this offer as a binding agreement:

DETAILS OF PURCHASER / 1ST APPLICANT

DETAILS OF 2ND APPLICANT/SPOUSE/SURETOR

Surname:	.....	.....
Full Names:	.....	.....

ID no:	.....	.....
Date of Birth:	.....	.....
Marital Status:	.....	.....
Type of Marriage:	ANC / COP / OTHER	ANC / COP / OTHER
if OTHER, specify:	.....	.....
Tax no:	.....	.....
Occupation:	.....	.....
Employer:	.....	.....
Period of Service:	.....	.....
Postal Address:	.....	.....
(also Domicilium)	.....	.....

Contact Details:

Cell:	.....	Cell:	.....
Fax:	.....	Fax:	.....
E-mail:	.....	E-mail:	.....
Office:	.....	Office:	.....

DETAILS OF COMPANY / CLOSE CORPORATION / TRUST:

Name:	.....	
Reg no:	.....	VAT no:	.....
		Tax no:	.....
Name of Auditor:	.....	Tel no:	.....
Bank name:	.....	Account no:	.....
Entity Domicilium:	.....	

(Hereinafter referred to as THE PURCHASER)

WITNESSETH:

THAT the Seller hereby sells and the Purchaser hereby purchases: Erf no situated in the Township of Six Fountains X9, Registration Division JR Province of Gauteng to be known as

SIX FOUNTAINS

Measuring approximatelym², upon the following terms and conditions, namely:

(Hereinafter referred to as THE PROPERTY)

UNIQON WONINGS (PTY) LTD

REG NO: 1999/01441/07

VAT NO: 412 018 2201

Plot 17, Catherine Street
Shere Agricultural Holdings
Pretoria East

Herein represented by HENDRIK JOHANNES JACOBUS BENDEMAN / SAREL FRANCOIS DU TOIT, duly authorised thereto by virtue of a Resolution

(Hereinafter referred to as THE SELLER)

1. PURCHASE PRICE

1.1. The Purchase Price is the amount of R VAT inclusive at 15%, payable as follows:

1.1.1. R30 000.00 (Thirty Thousand Rand Only) as an administration deposit upon first signature hereof. This deposit is payable over and above the purchase price and will thus not be deemed as a payment towards the said purchase price.

1.1.1.1. The deposit is payable to COUZYN, HERTZOG & HORAK ATTORNEYS, (Brooklyn), which amount shall be held in Trust pending registration of transfer.

1.1.1.2. Banking details for payment of the deposit is:
COUZYN HERTZOG & HORAK ATTORNEYS
FIRST NATIONAL BANK
ACC: 622 0572 5825
BRANCH: 251345
REF: **SFX9** _____ (unit number)

1.1.1.3. The proof of payment has to be attached hereto, before the SELLER will accept this offer.

1.1.1.4. This is a refundable deposit, except where the bond application documents are not received in time, as per paragraph 2.1(c) herein, OR if the Purchaser was in any way untruthful OR if the Purchaser delays the registration process in any manner OR in the event of any outstanding monies due to the SELLER, per this agreement.

1.1.1.5. The Seller reserves the right to then deem the deposit in 1.1.1 above, as an administration fee / recoupment of monies, if the Purchaser's actions are deemed to be in accordance with Par 1.1.1.4 above.

Signature by PURCHASER as confirmation	X.....X
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1.1.2. In the event of a **CASH PURCHASE**:

- 1.1.2.1. The full Purchase Price (without retention) in the amount of R in cash against registration of the property into the name of the PURCHASER, which amount is to be secured by way of acceptable Bank Guarantees or EFT payment not later than **45 (FOURTY FIVE)** days from the date of signing by the SELLER. The said guarantees shall be payable, free of exchange, at BROOKLYN, PRETORIA to the SELLER and/or his nominees against registration of transfer.
- 1.1.2.2. Should this condition be unfulfilled after the period stated, this agreement shall automatically and immediately without notice lapse. Any monies shall immediately be due and payable.
- 1.1.2.3. Any deposit paid will become non-refundable at the Seller’s discretion.

Signature by PURCHASER as confirmation	X X
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1.1.3. In the event of a **MORTGAGE BOND**:

- 1.1.3.1. R as a cash deposit within 14 (fourteen) days after the acceptance of this offer, payable to COUZYN, HERTZOG & HORAK ATTORNEYS, (Brooklyn), which amount shall be held in Trust pending registration of transfer and shall be invested at the Attorneys banker in terms of Clause 1.3 hereof.
- 1.1.3.2. This offer and the acceptance thereof is subject to the suspensive condition that the PURCHASER be able to obtain final written proof of approval of a mortgage bond over the property in the amount of R not later than **30 (THIRTY)** days after signature hereof by the SELLER. If the Purchaser obtains a loan for less than the stated amount herein, the balance of the purchase price has to be paid within 14 (FOURTEEN) days from date of Final Grant. This is a suspensive condition.
- 1.1.3.3. Should this condition be unfulfilled after the period stated, this agreement shall automatically and immediately without notice lapse. Any monies shall immediately be due and payable.
- 1.1.3.4. Any deposit paid will become non-refundable at the Seller’s discretion.

Signature by PURCHASER as confirmation	X X
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- 1.2. Transfer of the PROPERTY shall only be effected by the Attorneys COUZYN HERTZOG & HORAK, (Brooklyn) once the full purchase price has been paid or once it has been secured by guarantees in terms of Clause 1.1.3 hereof.
- 1.3. Any payment in terms of this Agreement, with exception of the amount payable in terms of Paragraph 1.1.1 above, shall be invested on call, in terms of the Legal Practice Act, Act 28 of 2014, to the advantage of the PURCHASER up to date of registration of transfer. All interest, with exception of 5% of the interest which accrues on such investment, which must be paid over to the Legal Practitioners Fidelity Fund as well the prescribed administration fee for making of the investment, shall be for the benefit of the PURCHASER. The PURCHASER however authorizes the Transferring Attorney to retain and pay over to the SELLER the amount from the interest accrued equal to any occupational rent or other charges / expenses due and payable by the PURCHASER to the SELLER on date of registration.

2. BOND APPLICATION

- 2.1. (a) Only the SELLER and/or his nominated agents can and will immediately apply for the mortgage bond finance.
- (b) The PURCHASER hereby authorizes irrevocably, the SELLER and his nominated agents to lodge such application for finance as well as to sign the necessary documentation on behalf of the PURCHASER.
- (c) The PURCHASER undertakes to provide, on request, all information required by the financiers within 10 days from SELLER signature hereof.
- (d) In the event that the PURCHASER makes use of a Private banker / Personal Banker, the SELLER will initiate the transaction with the Purchaser's Financial institution. Thereafter the PURCHASER can communicate with his / her banker directly.

Purchaser's Private Banker details are:

Name:

Tel Nr:

Email:

- (e) Should the PURCHASER make use of his own bond originator, not adhere to "d" above or perform the bond application himself / herself, then an amount of R6,500.00 (SIX THOUSAND FIVE HUNDRED RAND) Inclusive of Vat will be payable over and above the original purchase price. The above mentioned amount will be payable on or before registration with the SELLERS transferring attorneys or must be added to the original purchase price as per Clause 1.1 on signature of this Agreement.
- (f) Contact person: Carmen Claasen / 087 654 4944 / carmen@iqasset.co.za

2.2. The PURCHASER confirms that he will be able to afford the monthly repayment of the said loan.

2.3. To comply with the suspensive condition for a mortgage bond, the Final Grant by the financier must be unconditional and lodged with the nominated transferring Attorney.

2.4. The SELLER will proceed to market the unit up to date of delivery of guarantees or acceptance by the Purchaser of a final grant as contemplated in Clauses 1.1.2.1 & 1.1.3.2 above. The Purchaser understands that the delivery of guarantees as mentioned herein is of the utmost importance in finalizing the agreement between the Parties.

3. POSSESSION AND OCCUPATION

The Purchaser shall be entitled to occupy and possess the property from and including date of registration of transfer or earlier as agreed upon in writing from which date all benefits and risks of ownership in respect of the property shall pass to the Purchaser.

4. RATES & TAXES

The Purchaser shall be liable for all rates and taxes whatsoever levied upon the property by the Government or municipal or other competent authority, including the Homeowners Association from date of registration and shall refund to the Seller any rates paid in advance for any period after such date. On transfer the Purchaser will reimburse the Seller of any advance payments made by the Seller.

5. SIX FOUNTAINS HOMEOWNERS ASSOCIATION (HOA)

- 5.1. The Purchaser confirms that on registration of the Property into his name he shall automatically become a member of SIX FOUNTAINS HOMEOWNERS ASSOCIATION and confirms that he shall obtain membership subject to the Memorandum and Articles, Statutes, constitution and rules of the HOA. A copy of the proposed constitution is available for inspection with the Seller and the Purchaser confirms being aware of the provisions thereof.
- 5.2. For as long as he is the registered owner of the Property, he will remain a member of the HOA and be bound by its Memorandum and Articles of Association.
- 5.3. The Purchaser and its successors in title shall not be entitled to sell or transfer the Property without the written consent of the HOA. Should he sell the Property he will ensure that his Purchaser is made fully aware of the Memorandum and Articles of Association of the HOA.
- 5.4. Prior to transfer he will not be entitled to sell, donate, grant any option or pre-emptive right in respect of, alienate or transfer, or in any way deal with the Property without the written consent of the HOA that shall not be unreasonably withheld.
- 5.5. As from the date of registration, the Purchaser shall be liable for payment to the HOA of a levy determined by the HOA and which levy shall be utilized inter alia towards maintenance of property belonging to the HOA and the security fence as well as payment of disbursements relating to security matters and for such other purposes as the constitution of the HOA may prescribe. Such levy shall not include rates and taxes for which the Purchaser shall remain separately liable as provided for in clause 4 (four) hereof.
- 5.6. The Seller shall be entitled to procure that in addition to all other conditions of title and/or subdivision referred to above, the conditions referring to the HOA be inserted in the Deed of Transfer in terms of which the Purchaser take title to the Property and the Purchaser agrees to the conditions to be inserted in the manner the Registrar of Deeds requires.
- 5.7. Prior written consent of the HOA is required for any improvements or alterations made to the Property. Building plans for such improvements or alterations must be submitted and approved by the HOA before the commencement of any work. The Purchaser acknowledges having been furnished with a copy of the HOA's rules and regulations.

6. AGENT COMMISSION

- 6.1. The SELLER shall be liable to pay agent's commission, as per the Heads of Agreement with the Agency, once the PROPERTY is registered into the name of the PURCHASER.
- 6.2. The PURCHASER confirms that he was introduced to the SELLER and the property byof the firm who is the effective cause of this agreement.
- 6.3. No commission will be paid to the agency in par 6.2 if the commission agreement is not attached to this contract.

7. VOETSTOOTS

- 7.1. The Property is sold voetstoots as it now lies and is sold and will be transferred subject to all the conditions and servitudes mentioned or referred to in the Seller’s title deeds, and especially subject to the conditions set out in the Conditions of Establishment declaring the township approved and the approved General Plan of the township. The Purchaser waives all claims against the Seller from any defects therein, whether patent or latent. The Purchaser, furthermore, acknowledges that the Seller makes no warranty or representations as to the degree of compaction or suitability of the soil of the property for building purposes. The Seller however declares that a geological report indicates that the township is suitable for building purposes.
- 7.2. Should the Property have been erroneously described in the agreement then the correct description of the Property shall be the description for the purpose of this agreement, which shall be deemed to have been amended accordingly.
- 7.3. The Seller shall not gain by any excess, nor shall the Seller be responsible for any diminution on the area of the Property that might be revealed once the General Plan has been approved. The parties agree to accept such final survey and description unless the deviation in extent is more than 5% in which case the purchase price will be adjusted (increased or decreased) on a pro-rata basis and the adjustment will be accounted for on transfer.
- 7.4. The Property hereby purchased is unimproved.
- 7.5. The Purchaser shall make no improvements or other alterations whatsoever prior to the registration of the transfer, without written permission from the Seller and Homeowners Association.
- 7.6. Should a dispute arise or be declared, such dispute shall be resolved by an Arbitrator appointed by the Developer. The cost in respect thereof shall be borne by the unsuccessful party. Pending the outcome of the dispute, the Purchaser shall be obliged to pay the outstanding amount to the Conveyancers who shall hold in in Trust.

8. COST

- 8.1. The SELLER shall pay all transfer fees including VAT, transfer duty (if applicable), stamp duty and all costs directly or indirectly related to the transfer of the property on demand. The SELLER shall not be liable to pay the initiation and valuation fee charged by the banks if applicable.
- 8.2. The PURCHASER is obliged to show up at the Offices of the Conveyancers handling the transfer within 7 days after being requested to do so, in order to sign the transfer documents.
 - 8.2.1. If the PURCHASER fails to sign all the documents required by the transferring Attorney within the 7 day period, he shall be held liable and hereby undertakes to pay interest calculated at a rate of Prime plus 5% per annum calculated on the full purchase price for the period over and above the said 7 days.
 - 8.2.2. In the event that the conveyancing attorney must courier these documents to the PURCHASER, the cost involved herein will be recouped from the PURCHASER by the SELLER, by utilising the deposit paid per Clause 1.1.1.

Signature by PURCHASER as confirmation	X	X
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- 8.3. If the Conveyancing Attorneys do not handle the registration of the mortgage bond, the PURCHASER shall be personally liable for the mortgage bond registration costs.

- 8.4. The SELLER shall be liable to pay the Mortgage Bond Registration Costs only if the Mortgage Bond was registered through the SELLER'S nominated attorney.
- 8.5. In the event of the SELLER issuing summons against the PURCHASER, the PURCHASER shall be liable to pay the legal costs of the SELLER on the scale of Attorney and Client, which shall include Tracing Fees. The PURCHASER shall also be liable for collection commission on amounts collected, which commission shall be 25% of the amount together with VAT thereon.

9. CANCELLATION CLAUSE

If the PURCHASER fails to:

- 9.1. Make any payments punctually on due date; or
- 9.2. Comply punctually with any other provision of this agreement; and should remain in such default 7 (SEVEN) days after despatch by either the SELLER or its nominated Attorneys of written notice (by fax, email or other means), demanding proper performance, the SELLER shall be entitled without any further notice:
 - 9.2.1. To Claim the full purchase price (or the balance thereof) in terms of this Agreement together with interest of prime plus 5% per annum as from the date of the PURCHASER'S DEFAULT, without prejudice to any claim for damages which he may have against the PURCHASER; or alternatively,
 - 9.2.2. To cancel this agreement. In the event of cancellation for whatever reason the SELLER shall be entitled to resume immediate possession of the property. Should the sale be cancelled in terms of this Clause, the PURCHASER shall forfeit all payments to the SELLER in terms of this agreement as liquidated damages. Alternatively, the SELLER shall be entitled to claim damages from the PURCHASER in lieu of the liquidated damages referred to above.
- 9.3. Should the SELLER or his authorized agent hand over a written notice, in respect of which an acknowledgement of receipt is obtained, claiming compliance of his obligations in terms of this agreement within 7 (SEVEN) days after receiving same, the provisions of Clause 9.2 will apply mutatis mutandis.
- 9.4. Should this contract be cancelled by agreement, the PURCHASER shall remain liable for the costs incurred which costs cannot be recovered from a subsequent PURCHASER. The PURCHASER shall also be liable for occupational interest for the period during which the property is unoccupied. The deposit or a part thereof shall be used for such purpose.
- 9.5. Should the sale be cancelled after complying with Clause 1.1.3 herein due to the failure of the PURCHASER in carrying out any of the obligations hereunder, the PURCHASER shall be liable to the SELLER for payment on demand of a cancellation fee of 5% of the selling price, plus wasted costs, plus attorney fees, plus Agents Commission.

Signature by PURCHASER as confirmation	X X
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10. INSPECTION OF THE PROPERTY

The Seller or the Seller's duly authorised agent shall be entitled to inspect the Property at all reasonable times during the period the Purchaser is indebted to the Seller hereunder.

11. BUILDING OPERATIONS

- 11.1. The Purchaser acknowledges that the Township is not fully developed, that the building operations will take place upon adjacent or neighbouring subdivisions or erven and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser agrees that he shall have no claim either against the Seller or against the builder arising out of such building operations.
- 11.2. The Purchaser acknowledges that the reference to adjacent or neighbouring erven refers to properties extending and bordering on Silver Lakes township, Solomon Mahlangu Ave, Lynnwood Road and extension and the N4 highway.
- 11.3. The Purchaser acknowledges that the design of the township in this or any future phases will be the sole prerogative of the Seller and that this right will also be described in the Rules of the HOA.

12. ERECTION OF BUILDINGS WITHIN A PERIOD

The Purchaser undertakes to commence the erection of buildings on the Property to the reasonable satisfaction of the HOA and the Seller within 2 (two) years of registration of the property into his / her name, failing which the Seller shall be entitled (but not obliged) to claim that the property be re-transferred to the Seller at the cost of the Purchaser against payment of the original purchase price to the Purchaser, interest free. The construction of such property must be completed within 9 months from date of commencement of construction.

13. JURISDICTION

The parties hereby consent to the jurisdiction of the High Court for any action arising from the Deed of Sale, the cancellation thereof or the occupation of the PROPERTY.

14. SEVERAL PARTIES

Should there be more than one PURCHASER to this agreement, such PURCHASER'S shall be jointly and severally liable for the due observance of all the terms and conditions of this agreement.

15. PERSONAL LIABILITY

If the PURCHASER is acting as a Trustee for a Trust, Director or Shareholder of a Company or a member of a CC, he shall be personally liable, together with the PURCHASER and binds himself personally as surety and co-principal debtor in solidum for the proper fulfilment of all obligations of the Company / Close Corporation or trust.

16. DOMICILIUM AND ADDRESS FOR NOTICES

- 16.1. Address for court notices (issued by the court)
The PURCHASER hereby chooses as Domicilium citandi et executandi for the service of all notices and or processes which may follow directly or indirectly from this agreement at the address as stated on the pre-amble hereto.
- 16.2. Postal / Fax address for correspondences and notices
The PURCHASER hereby chooses, for all correspondence and notices that may follow directly or indirectly from this agreement the email as stated on the pre-amble hereto.

16.3. The SELLER hereby chooses as its Domicilium citandi et executandi for the delivery of all notices and processes which may follow directly or indirectly from this agreement, the following address:

ATT: HJJ BENDEMAN
PLOT 17 , CATHERINE STREET
SHERE AGRICULTURAL HOLDINGS
PRETORIA EAST
TEL: 012 809 0262/3
FAX: 012 809 0184
EMAIL: info@unigon.co.za

All notices to be delivered by hand and receipt thereof must be acknowledged.

17. THE RIGHT TO EXTENSION OF ESTATE

The Purchaser acknowledges that the Seller is also the Developer of the Estate. The Purchaser further acknowledges that the Seller has the sole right to extend the Estate in phases at his sole discretion.

18. GENERAL

- 18.1. In the event of a part of this agreement being found invalid in such a manner that the remaining portion can be seen as a coherent and valid contract on its own, such latter part shall be accepted as a valid and binding contract between the parties;
- 18.2. If the description of the PROPERTY is incorrect or incomplete, the contract shall not be invalid, for such reason but the description of the property according to the Title Deed, shall be accepted by the parties as the correct property description;
- 18.3. Any annexure to this agreement shall be deemed to form part of this agreement for all purposes and any deficiency therein shall not materially affect the validity of this agreement.
19. This offer is irrevocable for 14 (fourteen) days from date of signing by the PURCHASER and shall be binding on its acceptance thereof, irrespective whether notice thereof has been given to the PURCHASER.
20. The parties acknowledge that as a result of changes in the Transfer Duty Act / VAT Act no Transfer Duty receipts / exemption will be issued by SARS unless the parties' tax affairs are in order. The PURCHASER herewith undertakes to ensure that his / her tax affairs are in order. The PURCHASER hereby authorizes the SELLER to obtain a tax clearance certificate in this regard and hereby undertakes to complete and sign the necessary documentation, (if requested) in order to obtain same on date of signature of this agreement. Cost for obtaining such will be for the Purchaser/s account.

Should the SELLER not be able to obtain such clearance within 30 days from date of signature of this agreement, or should it transpire at any later stage before transfer that a clearance cannot be obtained; the SELLER shall be entitled, but not obliged, to cancel this agreement in his sole and absolute discretion. The SELLER hereby undertakes to keep any information in this regard confidential.

21. The PURCHASER confirms that he has read this agreement and understands the contents hereof.
22. The SELLER will transfer the property to the PURCHASER. In the event of the re-sale by the PURCHASER, this second transaction will only be able to be effected after the registration of the first transfer in the Deeds Office. Under no circumstances will re-sales be registered simultaneously with the first transfer.

23. If the PURCHASER is a legal person (Company or Close Corporation) or a trust, the PURCHASER warrants or guarantees that the said legal person or trust is already in existence and does have the capacity to contract at date of signature. Furthermore, the SELLER will not accept this agreement, should this purchase be subject to the sale of another property.

24. LOCALITY AND SIZE

The PURCHASER acknowledges that he is aware of the location, size, finishes, boundaries and condition of the Property.

25. BOUNDARY PEGS

The Seller shall not be responsible for pointing out or indicating the position of any surveyor's beacons or pegs in respect of the property and/or the boundaries thereof. The Purchaser shall be liable for costs of locating same.

26. ENTIRE AGREEMENT

- 26.1. The SELLER is not bound by and is not responsible for any representations other than those set out in this agreement;
 - 26.2. No indulgence or waiver on part of the Seller shall detract from this agreement or prejudice the SELLER'S rights hereunder;
 - 26.3. The PURCHASER acknowledges that he has acquainted himself with all the relevant facts which may have influenced the conclusion of this agreement and that the SELLER shall not be liable for any failure to disclose any matter that falls within his knowledge.
 - 26.4. This is the full and final contract between the parties. No amendment or variation of this agreement shall be of any force or effect unless it is reduced to writing and signed by both parties hereto.
- 27.** By signing this agreement, the PURCHASER(S) herewith authorize the SELLER or his nominee's to do a credit check including an ITC report.
- 28.** The Purchaser hereby acknowledges receipt of the Six Fountains HOA rules.
- 29.** The Purchaser hereby acknowledges receipt of the layout of Six Fountains x 9 Stands

Signature by PURCHASER as confirmation	X	X
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30. Special Conditions:

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

1. PURCHASER _____

1. WITNESS _____

2. PURCHASER _____

2. WITNESS _____

ACCEPTED BY THE SELLER AT _____ ON THIS _____ DAY OF _____ 20 _____

1. WITNESS _____

SELLER _____

2. WITNESS _____

Proof of Payment (Deposit)

COMMISSION AGREEMENT – SIX FOUNTAINS X9

ERF NUMBER: _____

Uniqon Wonings (Pty) Ltd

Reg No: 1999/01441/07

Vat No: 412 018 2201

The SELLER (Uniqon Wonings (Pty) Ltd) in terms of clause 7.1 of the Offer to Purchase hereby instructs the Transferring attorneys COUZYN, HERTZOG & HORAK (Brooklyn) to pay the amount of:

R (.....) excl VAT

R (.....) VAT

R (.....) incl VAT

As Agents Commission on all the individual units sold in above mentioned Development, by the undersigned Agent, to:

AGENCY NAME: _____

VAT NO: _____

BANKING DETAILS:

BANK: _____

ACC NO: _____

BRANCH: _____

BRANCH CODE: _____

AGENT NAME: _____

TEL: _____

Commission shall only be due and payable on date of Registration and only after receipt of a Tax Invoice.

It is agreed and “recorded” that it will be part of the Agents normal duties to obtain all relevant information, and to assist and monitor the application for Finance and the Transfer of the Property.

Paragraph 2.2 (f) as per the signed offer to purchase is applicable hereto.

The Seller shall have the right to cancel any Agreement of Sale for whatever reason that he may feel fit and reasonable and the Agent will have no claim for commission in such regard.

The commission payable to the Agency (and or Agent) may be reduced with any amount due and payable to the SELLER (Developer)

Signed at _____ on this _____ day of _____ 20 _____

SELLER

ON BEHALF OF AGENCY