



MARILLIER PROPERTIES
REPUTATION REPUTATION REPUTATION

20 CAMBRIDGE ROAD, AVONDALE, HARARE
☎ +263 775 713808 ✉ sales@marillierproperties.com

AGREEMENT OF SOLE MANDATE

Made and entered into by and between:

.....
.....
.....

Hereinafter called "**The Seller**" on the one part;

AND

MARILLIER PROPERTIES

(The Estate Agent) duly represented by

..... (Registered Sales Negotiator)
Of 20 Cambridge Road, Avondale, Harare

Hereinafter called "**The Agent**" of the other part.

And whereas the Seller hereby instructs the Agent to find Purchasers for the Property as noted below. **It is hereby agreed:**

1. THE PROPERTY(IES):

The property to be sold, as noted in the Sectional Title/Title Deed/Share Certificate (Ref No:
(Being in the district of Salisbury), and is subsequently addressed as
.....,
and is registered in ownership to

The Agent is mandated to **market the property for sale and shall earn commission based on completing in full the terms of this mandate as laid out below:**

2. THE MARKETING PRICE:

The Agent shall market the property at the value of US\$ (UNITED STATES DOLLARS
.....). The Seller shall be responsible for
accepting any offer submitted to him, if he so chooses.

3. MARKETING

The **Agent shall be responsible for all marketing strategies and costs incurred** including any marketing instructed to be carried out that the Seller shall request. The Agent shall receive all offers put forward by potential buyers and shall submit these to the Seller.

4. THE AGENT’S COMMISSION EARNING

The Seller agrees that the Agent’s commission shall be 5% plus 15% VAT on the commission, of the marketing price for purchase, or of the final agreed purchase price in any Offer to Purchase accepted by the Seller, or as will be noted in an Agreement of Sale for the said property. It is agreed that the commission shall be payable by the Seller to the Agent, or shall be paid to the Agent by the nominated conveyance (who shall be permitted to draw the amount of the commission from the funds received into his trust account for the sale). It is agreed that the Agent shall be entitled to receive the full commission upon securing a Capital Gains Tax Certificate on behalf of the Seller.

5. EXCLUSION TO THE SELLER

The Seller is **excluded from selling the said property** directly to potential Purchasers. The Seller is **excluded from mandating other registered agents or other persons** to market and sell the said property. The seller shall **not permit any non-registered agents** to market and sell the said property.

6. INSTRUCTION

It is recorded that **it shall be a full and sufficient performance of the mandate if the Agent shall find a Purchaser** willing and able to purchase the said Property, on the terms set out in this agreement **and upon doing so the Agent shall receive all commissions due** to them as agreed. **Marillier Properties are hereby appointed as the Agent from the period commencing upon signature of this agreement and ending upon complete and final sale of the Property.**

7. AGREEMENT

I/We, **the undersigned**, identified as **the Seller**, understand and agree to the terms of this **Agreement of Sole Mandate**, and warrant that there is no latent defects of which I/we are aware of (to date) relating to the Property. I/we shall submit to the Agent all required documentation relating to the current ownership and utility services to the property. I/we, the undersigned, identified as the Seller, sign as being the rightful/nominated person/representative entitled to agree to this Agreement of Sole Mandate.

Signed at on this the day of of the year

Signed and named as the Seller:

I/We **the undersigned**, identified as **the Agent**, understand and agree to the terms of this **Agreement of Sole Mandate**.

Signed at on this the day of of the year

Signed for and on behalf of Marillier Properties: