



BRIDGE

82 Kellner Street
Westdene
Private Bag X9716
Bloemfontein
9300

Tel: (051) 430 2869
Fax: (051) 430 6914
Cell: 082 653 3800

Name of firm	
Name of Attorney	
Registration Number	
Physical Address	
Postal Address	
Telephone Number	
Cellphone Number	
Fax Number	
E-mail address	
Contact person 1	
Contact person 2	
Bank name	
Bank Branch	
Bank Branch Code	
Trust Account Number	

**Photocopy of cancelled cheque
With firm's rubberstamp there-upon
To be attached.**

AGREEMENT ENTERED INTO BY

BASFOUR PTY LIMITED trading as BRIDGE FINANCE

(Hereinafter BRIDGE)

(Herein represented by duly authorised thereto
by a Resolution dated at Bloemfontein on

AND

.....
(Hereinafter THE ATTORNEY)

(Herein represented by duly authorised thereto by Resolution dated
on.....at

WHEREAS the Attorney have received instructions to proceed with the registration of transfers of properties in terms of Deeds of Sale.

AND WHEREAS the funds for the payment of the transfer duty, transfer and bond costs and any other costs, related to the transfer, have been included in a bond to be registered in favour of a Financial Institution.

AND WHEREAS the purchasers wish to utilize the funds of BRIDGE to pay transfer duty and rates & taxes.

Now the parties hereto agree on the following terms and conditions:

1. THE ATTORNEYS OBLIGATIONS

The Attorney undertakes unto and in favour of BRIDGE that:

- (i) The maximum capital sum will only be utilized for the purpose of obtaining a Transfer Duty Receipt and/or Rates and Taxes Certificate, as the case may be, and for no other purpose whatsoever.
- (ii) The maximum capital sum shall be deposited into the Attorneys Trust Account.
- (iii) The Attorney will furnish a certified copy of the Transfer Duty Receipt reflecting the payment of the transfer duty to the South African Revenue Services on demand to Bridge.
- (iv) Registration of the Transaction will not exceed 30 days from commencement date of loan, failing which additional fees of R2, 50 plus VAT per R1000, 00 per day will be payable.

2. THE ATTORNEYS WARRANTIES

The Attorney warrant unto and in favour of BRIDGE that:

- (i) An Agreement of Sale for the property has been concluded and all suspensive conditions in relation thereto have been fulfilled or waived.
- (ii) All material facts relating to the transaction are true and correct in every aspect.
- (iii) That he is unaware of any impediment to this Agreement.
- (iv) That he has calculated the funds available for the transaction and that the funds is sufficient to pay the Purchase Price, Transfer Costs, Bond Costs and all other costs that is necessary to effect registration.
- (v) That his implied duties, both under contract and in terms of the Attorneys Act and any other applicable statutory authority or common law has been complied with.

3. THE ATTORNEYS UNDERTAKINGS

The Attorney hereby irrevocably undertakes to:

- (i) Pay BRIDGE the financed amount within a period of 72 hours from the date of registration of transfer of the property.
- (ii) Pay BRIDGE the administration fee of 5% (minimum of R300) and finance charges calculated at 2,3% on the amount advanced for a 30-day period within a period of 72 hours from the date of registration of transfer of the property.
- (iii) In the event of cancellation of the transaction, to pay BRIDGE all amounts due including the administration fee and finance charges within a period of 30 days after cancellation.
- (iv) Pay BRIDGE on demand all the amounts due including the Administration fee and finance charges in the event of the transaction be delayed, for whatever reason for a period of more than 90 days.
- (v) Make use of the following bank account, which belongs to BRIDGE:
 Bank name: ABSA BANK
 Branch nr: 630134
 Account holder: BRIDGE
 Account number: 405 224 0319

4. SEVERABILITY

It is agreed that each clause of this Agreement is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be of full force and effect and constitute to be of full force and effect.

5. RESPONSIBILITY

- (i) In the event of BRIDGE suffering losses due to the non compliance of the Attorney with its undertakings in terms of this agreement, the Attorney will be responsible for the repayment of the funds that was lend to the borrower.
- (ii) BRIDGE will cede its claim, against the borrower, to the Attorney, after payment thereof by the Attorney to recover its losses in terms of this agreement.

6. AUTHORITY

- (i) The Attorney hereby attaches a resolution of its Firm authorizing him to enter into this Agreement.
- (ii) Attached is a list of conveyancers authorised to sign the necessary documentation, with their signatures.

7. JURISDICTION

In the event of Court action being instituted in regard to this contract, the parties consent to the jurisdiction of the Bloemfontein Magistrates Court, notwithstanding the fact that the domicile of the Attorney may exist in another Province or Country, or that the contract was deemed to have been concluded in the jurisdiction of another court.

8. Domicilium citandi et executandi

The parties hereto choose there domicilium citandi et executandi as follows:

- 1.1 BRIDGE.....
- 1.2 THE ATTORNEY.....

Thus done and signed by the parties at the places and on the dates reflected beneath their signatures:

.....
ATTORNEY

.....
CLIENT

RESOLUTION

EXTRACTS FROM THE RESOLUTION OF A MEETING OF THE
DIRECTORS of..... held at
.....
on.....

RESOLVED:

1. That
be and is hereby authorized to act on behalf of the Company and to
sign the necessary Financing Agreements on behalf of the Company
and all general arrangements necessary on behalf of the Company.

SIGNED AT **ON**
.....

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR