

JUST INVEST RESERVATION REQUEST

ENTERED INTO BY AND BETWEEN

1. THE DEVELOPER

Full Names:	M & T Developers (JR 209 Investments (Pty) Ltd)
Registration Number:	2000/020447/07

(Hereinafter referred to as the "Seller")

And

2. THE PURCHASER

Full Names and Surname:	
Company/Trust Name:	
ID Number:	
Marital Status: () Unmarried () Married in C.O.P. () Married out of C.O.P	
Physical Address:	
Postal Address:	
Telephone Home:	Telephone Business:
Cell Number:	Fax Number:
Email Address:	
Spouse Full Names:	
Spouse ID Number:	Spouse Cell Number:
Spouse Telephone Business:	

(hereinafter referred to as the "Purchaser").

3. PROPERTY DESCRIPTION

Erf/Unit Number _____ in the development known as Encore
IN EXTENT (Erf/Unit Size): _____ (Square Meters)

(hereinafter referred to as the "Property").

4. RESERVATION

The parties hereby agree that the Seller will not sell or dispose of the Property to any other person or entity than the Purchaser, for a period of 3 (three) business days calculated from the signature date of this Reservation Request by the Purchaser (hereinafter referred to as the "Expiry Date"), subject to the terms and conditions provided for in this Reservation Request.

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5. OBLIGATIONS OF THE SELLER

- 5.1 The Seller may not sell or dispose of the Property to any other person or entity prior to the Expiry Date.
- 5.2 The Seller will be obliged to accept a written offer from the Purchaser made by the Purchaser to the Seller to enable the Purchaser to purchase the Property from the Seller upon the standard terms and conditions of the Seller's prescribed Agreement of Sale.
- 5.3 Should the Purchaser sign the said Agreement of Sale prior to the Expiry Date and same is duly accepted by the Seller, the deposit will be considered to be a part payment of the purchase price and refundable should the Purchaser not obtain the required financing, as provided for in the said Agreement of Sale, subject however to the terms and conditions provided for in this Reservation Request.

6. OBLIGATIONS OF THE PURCHASER

- 6.1 The Purchaser must sign the said Agreement of Sale and present it to Just Invest (hereinafter referred to as the "Agents") within 3 (three) business days from the date of signature of this Reservation Request.
- 6.2 The Purchaser undertakes to pay a reservation deposit of R20 000, 00 (Twenty Thousand Rand), which will be due and payable to the Agency's Trust Banking Account along with the reservation agreement on the date of the Purchaser's signature of the said Reservation agreement.

Banking particulars of Just Invest:

Account Name:	Just InProp (Pty) Ltd
Trust Account Number:	62432115641
Bank, Branch & Code:	First National Bank, Tygerberg 210-410
Reference:	En – (unit number)- surname

- 6.3 On fulfillment of the above, the Purchaser hereby unconditionally and irrevocably undertakes to deliver and/or furnish the Reservation agreement and Reservation deposit on date of Purchaser's signature of the said Reservation agreement:
- 6.3.1 the Agents with all such documents and/or information arising from this transaction as may be required by them to procure compliance with the provisions of the *Financial Intelligence Centre Act No. 38 of 2001* ("FICA");
- 6.4 If this sale is subject to the suspensive condition that the Purchaser must obtain a loan from a South African commercial bank or other financial institution for an amount as indicated in the said Agreement of Sale against security of a first mortgage bond over the Property or any other acceptable securities, within 20 (Twenty) business days calculated from the date of the Purchaser's signature of the said Agreement of Sale, it shall be subject to the conditions contained in clauses 6.5 to 6.9 below.
- 6.5 The Purchaser further undertakes that in the event of the loan being granted to him/her/them to accept the loan on the usual terms and conditions relating to a mortgage bond as laid down by

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such a commercial bank or other financial institution and notwithstanding the fact that the terms and conditions of such loan may have changed between date of application and date of granting thereof.

- 6.6 The suspensive condition referred to in clause 6.4 above shall be deemed to be fulfilled upon the issue of a letter by a South African commercial bank or other financial institution to which application has been made for the reasonable loan granting the said loan in principle or upon its issuing of a quotation and/or pre-agreement statement in terms of *Section 92(2) of the National Credit Act No. 34 of 2005*, as amended to the effect that the application has been approved, notwithstanding the fact that such approval is granted subject to the fulfillment of a condition(s) or subject to the reservation of the right by such bank or other financial institution, at any time prior to payment of the proceeds of the loan to the Purchaser, to withdraw such approval.
- 6.7 The Purchaser warrants to the Seller and the Agents that he/she/they is/are aware of the income requirements of the commercial banks or other financial institutions in respect of loan approvals and that his/her/their income is sufficient to qualify for the granting of the loan and that the Agents submission of the Purchaser's offer to purchase to the Seller for consideration and the Seller's subsequent acceptance of the Purchaser's offer to purchase shall be based upon this warranty.
- 6.8 It is mutually agreed that the deposit of R20 000,00 (Twenty Thousand Rand) is refundable by the Seller or the Agents (as the case may be) to the Purchaser, should the Purchaser not obtain bond financing due to circumstances outside of his/her/their control and the transaction is terminated or cancelled or lapses, as provided for in the said Agreement of Sale.
- 6.9 In the event that the Purchaser elects to purchase the Property without obtaining bond finance or obtains bond financing, as provided for in the said Agreement of Sale, and accepts the bond by signing his bond application, the Purchaser by signing this Reservation Request irrevocably authorizes and instructs and grants the Seller's representative the right to release the reservation deposit plus interest accrued to the benefit of the Seller or the Agents.
- 6.10 The Purchaser hereby unconditionally and irrevocably acknowledges, declares and agrees that the Agents commission, payable by the Seller to the Agents, will be earned by the Agents upon fulfillment (or waiver, as the case may be) of the suspensive conditions contained in the Agreement of Sale, but should this transaction fall through as a result of any act or omission or default on the part of the Purchaser due to his/her/their failure/neglect/refusal to comply fully and timeously with and/or fulfil any of his/her/their obligations in terms of the Agreement of Sale and/or in terms of clause 6 of this Reservation Request within the prescribed time periods, prior to or after fulfillment of any suspensive condition(s), then the Purchaser shall be liable for payment of the Agents commission to the Agents, who will then be entitled immediately to recover same from the Purchaser, by deducting 50% (Fifty Percent) of the reservation deposit paid to the Agents in terms hereof, which amount the Purchaser shall forfeit as pre-estimated and agreed damages, subject to applicable legal limitations, but without prejudice to the Agents other legal rights and remedies.

7. **DOMICILIUM**

The parties hereby choose their *domicillium citandi et executandi* for all purposes of this Reservation Request at the addresses referred to above.

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8. WHOLE AGREEMENT

This Reservation Request contains the sole and entire record of the Reservation Request between the parties.

SIGNED at _____ on _____ 20_____

WITNESSES:

1. _____
SELLER: _____

2. _____

SIGNED at _____ on _____ 20_____

WITNESSES:

1. _____
PURCHASER(S) _____

2. _____

The Purchaser confirms that Just Invest and its agent as mentioned herein is the effective cause of the transaction and that he/she was introduced to this development by Just Invest and its agent.

AGENT: _____

E-MAIL: _____

CONTACT NUMBER: _____

AGENT SIGNATURE: _____