

# JUST INVEST RESERVATION REQUEST

ENTERED INTO BY AND BETWEEN

## 1. THE DEVELOPER

Full Names:	NIKKEL TRADING 15 (PTY) LTD
Registration Number:	2009/015555/07

(Hereinafter referred to as the "Seller")

**And**

## 2. THE PURCHASER

Full Names and Surname:	
Company/Trust Name:	
ID Number:	Company/Trust 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:	
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 HERITAGE SQUARE  
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. Should the Purchaser sign the said Agreement of Sale prior to the Expiry Date and same is duly accepted by the Seller, the Reservation 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 Property 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 R75 000,00 (Seventy Five Thousand Rand), which will be due and payable 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
Account Number:	624 321 153 28
Bank, Branch & Code:	First National Bank, Tygerberg 250-655
Reference:	HS – (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. to 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. All financial information will be submitted to the financial institution or bond originator within 7 days of signature of the Agreement of Sale.

Initial

- 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 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 it's 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 hereby unconditionally and irrevocably acknowledges, declares and agrees that the commission payable by the Seller to the Agent, will be earned by signing the Agreement of Sale. It is mutually agreed that the Reservation deposit of R75 000,00 (Seventy Five Thousand Rand) is refundable by the Seller / Agent (as the case may be) to the Purchaser should the Purchaser not obtain financing or do not accept the terms of the financing conditions.
- 6.8 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.
- 6.9 If the Seller cancels the Agreement of Sale, the Seller will be held liable for the refund of the Reservation deposit to the Purchaser.

## **7 CONSENT**

The Purchaser agree that the Agents may make enquiries to confirm any information provided and may obtain any information from any credit bureau when assessing the information. May disclose the existence of this agreement to any credit Bureau, sharing positive and negative information about this agreement.

The Purchaser further warrants that all information supplied is to the best of his/her/their knowledge true and correct in all material respect and is/are also not aware of any other information which, should it become known, would affect the accreditation in any way.

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**8            DOMICILIUM**

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

**9            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: \_\_\_\_\_

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