

RESERVATION AGREEMENT

(Immovable property)

1. PURCHASER

Entity Purchasing property			
<u>CONTACT DETAILS OF PURCHASER(S) (*Mandatory)</u>			
Full names	1.		
	2.		
Identity Number	1.		
	2.		
Physical Address of purchaser(s)			
Contact Cell number	1.		
	2.		
Contact e-mail address	1.		
	2.		
Do you have at least 10-20% Deposit		Yes	No
Accountant Details:	Name:	Tel:	Email:
*TAX / VAT NUMBER:			
Marital Status	Single	Married	
		In COP	ANC
Purchaser	Employed	Self-Employed	
<u>IF SELF-EMPLOYED</u>			
Latest 2 years signed financials		Yes	No
Latest Management Accounts not older than 2 months		Yes	No
<u>IF TRUST/COMPANY</u>			
Trust/Company Name			
Registration number			
Is the Trust/Company trading		Yes	No

(hereinafter referred to as the "Purchaser")

Initial

2. PROPERTY DESCRIPTION

SECTION Number (s) as per 'A' attached hereto.

(hereinafter referred to as the "Property").

3. RESERVATION

- 3.1 The parties hereby agree that the reservation is subject to PURCHASER signing and presenting SELLER with a complete offer to purchase and that this reservation agreement will not be deemed to be the official documentation to secure the purchase and that further terms and conditions of the sale will be as depicted within the official agreement of sale.
- 3.2 PURCHASER hereby confirms that he/she was introduced to the Property by Chas Everitt Benoni

4. OBLIGATIONS OF THE PURCHASER

- 4.1 PURCHASER must pay a Reservation Deposit in the amount as specified in schedule 'A' attached hereto (hereinafter referred to as the "Reservation Deposit(s) ") into the trust account of the transferring attorney(s).
- 4.2 PURCHASER must sign the said Agreement of Sale(s), without any amendments / rectifications and present same to Chas Everitt Benoni to present to the SELLER(s) within 24 hours from the date of receipt of the Agreement of Sale(s) which Chas Everitt Benoni will provide to PURCHASER.
- 4.3 PURCHASER is further made aware that SELLER can only accept a reservation upon receipt of a written offer from PURCHASER and that any reservation deposit(s) paid does not constitute to a formal reservation of the purchase.
- 4.4 The reservation deposit(s) will be considered to be a part payment of the purchase price and refundable should PURCHASER not obtain the required financing, as provided for in the said Agreement of Sale. In the event where PURCHASER has received a 100% financing through a financial institution, the reservation deposit(s) will be refunded to the Purchaser on date of registration of the Property.
- 4.5 On fulfilment of the above, the PURCHASER has a further **3 (Three) business days** to deliver all documents requested by the bond originator of Chas Everitt Benoni for purpose of finalisation of the bond application(s), failing to do so, SELLER has the right to immediately cancel the reservation(s) and refund the PURCHASERS' deposit(s) and make the property available to the next purchaser on the waiting list.

- 4.6 It is mutually agreed that the reservation deposit(s) is/are refundable by the transferring attorney(s) to PURCHASER, should the PURCHASER not obtain bond financing due to circumstances outside of his/her/their control and the transaction is cancelled, as provided for in the said Agreement of Sale(s).
- 4.7 PURCHASER is made aware that should the offer be accepted by SELLER, and PURCHASER defaults in any manner on any terms of the agreement(s), the reservation deposit(s) will be non-refundable.
- 4.8 PURCHASER further agrees hereto that Betterbond or ooba will be appointed as bond originator where the deed of sale is subject to obtaining a bond to be registered.

5. PAYMENT OF THE RESERVATION DEPOSIT

- 5.1 The parties hereby agree that the Reservation Deposit will be paid to the Transferring Attorneys attending to that particular's development transfer.
- 5.2 Payment confirmation, which must clearly state the reference number of PURCHASER concerned, has been delivered to Chas Everitt Benoni. The Reservation Deposit
- 5.3 must be paid into the trust account of the Transferring Attorneys:

6. COOLING-OFF IN TERMS OF THE CPA

If the Property was introduced to PURCHASER by means of Direct Marketing, then and in that instance, PURCHASER may rescind this Agreement without reason or penalty, by giving written notice, or another recorded manner and form, to SELLER, within 5 (Five) Business Days after the date of signature hereof by PURCHASER.

7. CONFIRMATION BY THE PURCHASER IN TERMS OF THE CPA

PURCHASER confirms that:

- 7.1 he/she has read this Agreement and understands the contents thereof
YES NO
- 7.2 that the Property was not introduced to him/her by means of Direct Marketing
YES NO
- 7.3 that he/she is aware and understands his/her right to the cooling-off period after Direct Marketing
YES NO
- 7.4 PURCHASER is a juristic person (Company, Close Corporation, Trust, Partnership, etc.)
YES NO

Initial

- 7.5 if the answer in clause 7.4 above is yes, it's annual turnover or asset value is more than R2 000 000.00 (Two Million Rand), as on the Signature Date (not applicable if PURCHASER is a natural person)

YES NO

- 7.6 PURCHASER is acquiring the property for the following use:

Primary Residence YES NO

Buy to let (*Investment*) YES NO

- 7.7 **PIP (Prominent Influential Person) QUESTIONS:**

Are you, or anyone connected to the entity, a public official in a position of authority?

YES NO

Are you, or anyone connected to the entity, related or associated to a public official in a position of authority?

YES NO

IF "YES" WAS CIRCLES ON ANY OF THE ABOVE QUESTIONS, PLEASE ANSWER THE FOLLOWING:

What is the nature of relationship or association?

If other, please specify: _____

8. ADDRESS FOR NOTICE AND SERVICE OF LEGAL DOCUMENTS

The parties hereby choose their addresses for notice and service of legal documents for all purpose of this Agreement, at the addresses referred to above in Clause 1 of this Agreement.

9. WHOLE AGREEMENT

This agreement contains the sole and entire record of the reservation of the property listed in clause 2 between the parties.

SIGNED at _____ on _____ 20 ____.

AS WITNESSES:

1. _____

2. _____

PURCHASER

AGENT'S NAME:

CHAS EVERITT BENONI

CONTACT NUMBER:

011 425 0502 / E-MAIL: benoni@everitt.co.za

Initial

SCHEDULE 'A'

[illegible]

Initial

The Financial Intelligence Centre Amendment Act (FICAA) information required.

In terms of FICAA, the following important information is required: *(please complete, here)*

Source of Funds (SOF) How funds were deposited (ie: EFT, Cash, Cheque, Guarantee)	If other, please specify:
Source of Wealth (SOW) What made the client wealthy (ie: Inheritance, Pension, Sale of Shares, etc).	If other, please specify:
Source of Income (SOI) Clients employment Status (ie: Retired, Salary, Self-Employed, Unemployed, Student, etc).	If other, please specify:
Standard Occupation Codes (SOC) Clients occupation (ie: Attorney, Accountant, Doctor, etc).	If other, please specify:
Standard Industry Classification (SIC) (Law, Financial, Medical, etc)	If other, please specify:
Country of Trade / Invested with South Africa (unless specified otherwise).	
Activity Jurisdiction South Africa (unless specified otherwise).	
Clients e-mail address	

***Kindly note, that banks will not invest your funds without this form completed and signed.
In addition, Chas Everitt Benoni nor the transferring attorneys cannot be held liable for any
loss of interest, until all the necessary FICA information is obtained.***

1. _____
Purchaser 1 (or representative)

Witness 1

2. _____
Purchaser 2 (if applicable)

Witness 2

ANNEXURE B – Consent Form

I, the undersigned

[Insert consumer's full name and surname]

Identity Number

I do hereby appoint Betterbond or ooba ("my Representative") to be my lawful representative and agent in my name, place and stead, to obtain a copy of my personal credit report ("PCR") from Registered Credit Bureau (Pty) Ltd, to be used solely for the following purposes – (a) providing me with advice or assistance with managing my credit, by having reference to the content of my PCR; (b) challenging the accuracy of information contained on my PCR; and (c) investigating information held on me by the registered credit bureau.

I consent to the Registered Credit Bureau releasing a copy of my PCR in PDF or XML format to my Representative and to my Representative having sight of the content of my PCR for the above purpose. Furthermore, I consent to my Representative providing all personal information provided by me to it in relation to accessing my PCR to the registered credit bureau for purposes of updating my credit record.

My Representative may request my PCR from the registered credit bureau on condition that s/he undertakes: (a) not to store, host, retain, resell, on-sell or make available my PCR to any third party or agent, or use my PCR to compile any other databases; (b) not to amend or add any information on my PCR or deal with my PCR in contravention of any applicable laws; (c) not to use any information contained on my PCR for any other reason, save that set out in clause (a) to (c) above; (d) to destroy my PCR immediately after it has served the purpose for which it was obtained on my behalf; (e) to provide to Registered Credit Bureau with the name of all persons who will have access to my PCR for as long as it's in my Representative's possession, before it is destroyed.

I am aware that I am entitled to one free PCR per year from any registered credit bureau and that I can obtain my free PCR by contacting the credit bureau directly, either telephonically, by way of email, fax or attending on the office of the credit bureau in person. I am aware that I have the right to challenge the accuracy of any information contained on my PCR directly with a credit bureau. **Attached to this is a Consent Form and a copy of my ID document.** I confirm that the information furnished herein to the registered credit bureau is true and correct.

Signed at _____ on this _____ day of _____

Consumer / Client Signature:
