

PROPINVEST RESERVATION REQUEST
(THE VINES – LANGEBERG RIDGE)

ENTERED INTO BY AND BETWEEN

1. THE AGENCY

Full Names:	Propinvest 5 (Pty) Ltd
Registration Number:	2018/581802/07

(Hereinafter referred to as the "Agency")

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

Unit Number _____ in the development known as The Vines

In Extent (Unit Size): _____ Square Meters (Approximate Extent)

(Hereinafter referred to as the "Property")

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4. THE SELLER/DEVELOPER

Development:	The Vines
Developer details:	Snowdove 19 (Pty) Ltd
Registration Number:	2006/030109/07

(Hereinafter referred to as the "Seller/Developer")

5. RESERVATION

The Parties hereby agree that the Agency 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.

6. OBLIGATIONS OF THE AGENCY

- 6.1 The Agency may not sell or dispose of the Property to any other person or entity than the Purchaser prior to the Expiry Date.
- 6.2 In the instance of the Purchaser taking transfer of the Property consequential to the conclusion of the Agreement of Sale between the Seller and the Purchaser in terms whereof the Seller sells the Property to the Purchaser (the Agreement of Sale), the Reservation Amount will be considered to be a part payment of the Purchase Price of the Property and be deducted from the amount to be paid by the Purchaser to the Seller on date of registration of transfer of the Property in favour of the Purchaser in the Cape Town Deeds Registry.
- 6.3 In the instance of the Agreement of Sale not being concluded, then and in that instance, the Reservation Amount must immediately, upon such non-fulfilment, be repaid by the Agency to the Purchaser.
- 6.4 In the instance of the Purchaser not obtaining the required loan as provided for in Clause 6 of the Agreement of Sale or not be able to sell his/her existing property as provided for in Clause 29 of the Agreement of Sale, then and in that instance the

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Reservation Amount must immediately, upon such non-fulfilment, be repaid by the Agency to the Purchaser.

- 6.5 In the instance of the conditions precedent in favour of the Seller, as provided for in Clauses 26.1, 26.3 and 26.4 of the Agreement of Sale, not being fulfilled, then and in that instance, the Reservation Amount must immediately, upon such non-fulfilment, be repaid by the Agency to the Purchaser.
- 6.6 In the instance of the Agreement of Sale being cancelled in terms of the provisions of Clause 30 of the Agreement of Sale (Cancellation), then and in that instance, the Reservation Amount must immediately, upon such non-fulfilment, be repaid by the Agency to the Purchaser.

7. OBLIGATIONS OF THE PURCHASER

- 7.1 The Purchaser must sign the Agreement of Sale and present it to the Agency (hereinafter referred to as the “Agency”) within a period of 3 (Three) business days from the date of signature of this Reservation Request.
- 7.2 On the date of signature of this Reservation Request, the Purchaser must pay the Reservation Amount of R50 000-00 (Fifty Thousand Rand) into the following bank account of the Agency:

Bank:	FNB
Account Name:	PROPINVEST 5 (PTY) LTD
Account Number:	628 07472 759
Branch & Code:	250-655
Reference:	TV – (unit number)- surname

- 7.3 The Reservation Amount will not accumulate interest as this is a non-interest-bearing account.
- 7.4 The Purchaser hereby unconditionally and irrevocably undertakes to deliver and/or furnish the Reservation Request and pay Reservation Amount on date of Purchaser’s signature of this Reservation Request to the Agency with all such documents and/or information arising from this transaction as may be required by

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the Agency to procure compliance with the provisions of the Financial Intelligence Centre Act No. 38 of 2001 ("FICA").

- 7.5 Should the Agreement of Sale be cancelled, without any dispute, 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 within the prescribed time periods, then the Purchaser shall be liable for payment of the Agency's Commission to the Agency, as provided for in Clause 21 of the Agreement of Sale.

8. CONSENT

- 8.1 The Purchaser agrees that the Agency 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 Reservation Request to any credit bureau and share any positive and negative information about this Reservation Request.
- 8.2 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.
- 8.3 The Purchaser will give consent to the Agency to share the Agreement of Sale and other personal information for purposes of a pre-qualification and/or home loan application and/or in respect of any other relevant financial products that the Purchaser may be interested in. The Purchaser agrees and give consent to the Agency to share any reasonable information concerning the home loan application process, including but not limited to sharing a copy of the home loan grant with the Third Party (Third Party means any financial institution and/or its representatives, the Agency, the Developer, the Transferring Attorney and/or any third party including but not limited to the Lead Provider dealing with Properties that I am interested in purchasing).

9. DOMICILIUM

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

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10. WHOLE AGREEMENT

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

11. IRREVOCABLE INDEMNITY

11.1 The Seller and the Transferring Attorneys are hereby irrevocably and unconditionally indemnified by the Purchaser and the Agency against any claim, loss or damage of whatsoever nature, that they may suffer consequential to this Reservation Request being concluded and the Reservation Amount being paid to the Agency, without limitation.

11.2 The Seller and/or the Transferring Attorneys shall not be liable for the act or omission of the Purchaser or the Agency pertaining to this Reservation Request or the payment of the Reservation Amount.

11.3 The Purchaser and the Agency acknowledges and irrevocably waives the right to claim any loss or damages, consequential to this Reservation Request, from the Seller and or the Transferring Attorneys, arising from any cause or reason whatsoever.

11.4 The Purchaser and the Agency confirms that they will be bound by the provisions of this Clause 11 irrespective of the fact that the contents and conclusion of this Reservation Request may be in contravention of The Alienation of Land Act.

SIGNED at _____ on _____ 20_____

WITNESS: _____

PURCHASER(S): _____

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SIGNED at _____ on _____ 20_____

WITNESS: _____

AGENCY: _____

The Purchaser confirms that the Agency and its Agent as mentioned herein is the effective cause of the transaction and that he/she was introduced to the Development (The Vines) and as such the Property, by the Agency and its Agent.

AGENT: _____

E-MAIL: _____

CONTACT NUMBER: _____

AGENT SIGNATURE: _____

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