



RESERVATION AGREEMENT

ENTERED INTO BY AND BETWEEN

1. PARTIES

1.1 CORPORATE AONE TRADE AND INVEST 8 (PROPRIETARY) LIMITED

Registration Number: 2008/005234/07

Address: MSP CHAMBERS
4 HOWICK SLOT
TYGER FALLS
7530

Tel: (021) 914 6703

Fax: 086 541 9719

(hereinafter referred to as the "Seller")

and

1.2 Full names: _____

Identity Number: _____

Full names: _____

Identity Number: _____

Address: _____

Tel: _____

Fax: _____

(hereinafter referred to as the "Purchaser")

2. PROPERTY DESCRIPTION

Unit Number _____, in the Development known as Aster Village, Blue Downs, Belladonna Estate, City Of Cape Town, Western Cape Province;

IN EXTENT: approximately _____ square metres;
(hereinafter referred to as the "Property").

3. RESERVATION

- 3.1. The parties hereby agree that the Seller will not sell or dispose of the Property to any person or entity other than the Purchaser, for a period of 2 (Two) days calculated from signature date of this agreement by the Purchaser (hereinafter referred to as the "Expiry Date"), subject to the terms and conditions provided for in this agreement.
- 3.2. The Purchaser, by signature hereto, confirms that it was introduced to the Property by MSP Developments (Pty) Ltd or _____.

4. OBLIGATIONS OF THE SELLER

- 4.1. The Seller may not sell or dispose of the Property to any other person or entity prior to the Expiry Date, and
- 4.2. 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 standard Agreement of Sale utilised by the Seller, without any amendments (the "Agreement of Sale").

- 4.3. Should the Purchaser sign the Agreement of Sale prior to the Expiry Date and same is duly accepted by the Seller, the Reservation Deposit, less the Administration Costs, will be refunded by the Seller to the Purchaser on the Transfer Date of the Property in terms of the Agreement of Sale, provided the Purchaser has fulfilled all its obligations and has paid all amounts due in terms of the Agreement of Sale.

5. OBLIGATIONS OF THE PURCHASER

- 5.1. The Purchaser must pay a Reservation Deposit in the amount of R3 000.00 (Three Thousand Rand) (hereinafter referred to as the "Reservation Deposit"), including an amount of R1 200.00 (One Thousand Two Hundred Rand) ("Administrative Costs"), within 2 (Two) days after the signature date hereof by the Purchaser directly to the Sellers Attorneys. The Purchaser, by signing this agreement, irrevocably authorizes the Seller's Attorneys:

5.1.1. to release the amount of R1 000.00 (One Thousand Rand) of the Administration Costs on the date of payment of the Reservation Deposit, to the Seller for its own benefit and account, to enable the Seller to proceed with processing the transaction, as provided for in the Agreement of Sale, on behalf of the Purchaser, and hereby irrevocably authorises the Seller to perform credit enquiries at any credit bureau of its choice; and

5.1.2. to release the amount of R200.00 (Two Hundred Rand) of the Administration Costs to the Attorneys in respect of the rendering of professional fees and expenses incurred by the Attorneys as a result of this Agreement being concluded between the parties; and

5.1.3. to release the balance of the Reservation Deposit, plus the accrued interest, to the Seller for its own benefit and account upon, fulfilment of the conditions precedent referred to in Clause 6 of the Agreement of Sale.

- 5.2 The Purchaser must sign the Agreement of Sale and present same to the Seller within 2 (Two) days after the date of signature of this Agreement by the Purchaser, without any amendments and supply I-Mortgage, or any bank, financial institution or mortgage originator that might assist the Purchaser in obtaining the required mortgage bond, with all necessary documents in the procurement of the mortgage bond provided for in Clause 6 of the Agreement of Sale, failing to do so, the Purchaser will forfeit the Reservation Deposit in favour of the Seller.

6. PAYMENT OF THE RESERVATION DEPOSIT

- 6.1 The parties hereby agree that the Reservation Deposit will be paid to the Transferring Attorneys, which fee, excluding the administration costs, will be held by them in Trust in terms of Section 78(2A) of the Attorneys Act.

- 6.2 The Transferring Attorneys is hereby irrevocably authorised by the Purchaser to release the Reservation Deposit, including the accrued interest, to the Seller in the following instance:

- 6.2.1 if the Purchaser, after signature of the Agreement of Sale by the Seller, obtained a loan from a bank or other financial institution in fulfilment of the relevant condition precedent in the Agreement of Sale; or
 - 6.2.2 if the Purchaser fails to sign the unchanged Agreement of Sale before the Expiry Date.
- 6.3 The parties record that the Transferring Attorneys will not be able to invest the Reservation Deposit unless the Purchaser has furnished the Transferring Attorneys with:
- 6.3.1 All the FICA documentation and information required by the Transferring Attorneys to open an investment account, as may be applicable on the Purchaser, and
 - 6.3.2 Payment confirmation, which must clearly state the reference number and contact details of the Purchaser concerned, has been delivered to the Transferring Attorneys.
- 6.4 The Reservation Deposit must be paid into the following bank account:
- ACCOUNT NAME: MOSTERT & BOSMAN
 BANK: ABSA BANK
 ACCOUNT NUMBER: 404 910 5047
 BRANCH CODE: 632005
 FEE REFERENCE: (Unit Number) Aster (Clients Surname)
- 6.5 The administration costs will in no circumstances be refundable by the Seller to the Purchaser, provided the Purchaser did not exercise his cooling-off right as referred to in Clause 7 of this Agreement.

7. COOLING-OFF IN TERMS OF THE CPA

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

8. CONFIRMATION BY THE PURCHASER IN TERMS OF THE CPA

The Purchaser confirms that:

- 8.1. he/she has read this Agreement and understands the contents thereof YES / NO
- 8.2. that the Property was not introduced to him/her by means of Direct Marketing YES / NO
- 8.3. that he/she is aware and understands his/her right to the cooling-off period after Direct Marketing YES / NO

- 8.4. the Purchaser is a juristic person
(Company, Close Corporation, Trust, Partnership, etc.) YES / NO
- 8.5. if the answer in Clause 8.4 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

9. 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.

10. WHOLE AGREEMENT

This agreement contains the sole and entire record of the agreement between the parties.

SIGNED at _____ on _____ 20__.

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED at _____ on _____ 20__.

AS WITNESSES:

1. _____

2. _____

PURCHASER(1)

PURCHASER(2)

AGENT'S NAME: _____

CONTACT NUMBER: _____

E-MAIL: _____

AGENCY: _____

AGENT'S SIGNATURE _____