

# THE MIX - WATERFALL RESIDENTIAL APARTMENTS AT WATERFALL CITY

## UNIT RESERVATION AND DECLARATION OF INTENT

I/We, the undersigned

### 1 PARTICULARS OF PURCHASER

1.1 Full names/name of purchasing entity: \_\_\_\_\_

1.2 Identity number/registration number: \_\_\_\_\_

1.3 Marital status (if applicable): \_\_\_\_\_

1.4 Residential address/registered address: \_\_\_\_\_

1.5 Business address: \_\_\_\_\_

1.6 Postal address: \_\_\_\_\_

1.7 Telephone number: \_\_\_\_\_

1.8 Email address: \_\_\_\_\_

1.9 Income Tax number/provisional tax number and VAT number: \_\_\_\_\_

### 2 PARTICULARS OF JOINT PURCHASER \* (IF APPLICABLE)

2.1 Full names/name of purchasing entity: \_\_\_\_\_

2.2 Identity number/registration number : \_\_\_\_\_

2.3 Marital status (if applicable): \_\_\_\_\_

2.4 Residential address/registered address: \_\_\_\_\_

2.5 Business address: \_\_\_\_\_

2.6 Postal address: \_\_\_\_\_

2.7 Telephone number: \_\_\_\_\_

2.8 Email address: \_\_\_\_\_

2.9 Income Tax number/provisional tax number and VAT number: \_\_\_\_\_

(collectively the "**Purchaser**")

hereby declare that I/we wish to purchase from -

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**ATTACQ THE MIX PROPRIETARY LIMITED**  
(Registration Number 2021/600182/07)  
(or its nominee, successors in title or assigns)  
(the "**Seller**" or "**Attacq The Mix**" as the context may require)

and the Seller wishes to sell to the Purchaser -

All right, title and interest in and to a 99 (ninety-nine) year notarial lease over a unit comprising of section no \_\_\_\_\_, together with an undivided share in the common property in the scheme to be known as The Mix in respect of the land and the buildings situate at Jukskei View Extension 86 Township, Local Authority: City of Johannesburg Metropolitan Municipality and exclusive use area \_\_\_\_\_ (if any) (to be developed on proposed Portion 1 of Erf 4261 Jukskei View Extension 86)

for a price of R \_\_\_\_\_

(\_\_\_\_\_ ) (inclusive of VAT).  
("**Property**")

Number of Parking Bay/s to be allocated: \_\_\_\_\_

I/We declare that I/we have viewed the site upon which the scheme will be constructed and hereby request that the Seller reserves the Property for purchase by me/us for a period of 7 (seven) days from the date of signature by me/us hereto (the "**Expiry Date**").

I/We understand that, on acceptance hereof, for the period up to and including the Expiry Date, the Seller will not enter into negotiations with any other party for the purchase of the Property, provided that the Reservation Fee (as set out below) is paid on the date of signature hereof by me/us and that on or before the Expiry Date I/we have duly signed and completed (without amendment or alteration) the Seller's standard sale agreement (the "**Sale Agreement**").

I/We undertake to:

- (1) make payment of R20 000 (twenty thousand Rand) (the "**Reservation Fee**") on signature hereof by me/us by means of an EFT payable into the following trust account:

Name:	Adrienne Hersch Properties
Bank:	ABSA Bank Limited
Account Number:	4050987593
Branch Code:	632005
Reference:	Unit _____ The Mix

or to make payment of the Reservation Fee by way of credit card, debit card and/or PayGate by utilising the facilities made available by the Seller to the Purchaser on the date of signature hereof by me/us; and

- (2) duly sign and complete the Sale Agreement (without amendment or alteration) on or before the Expiry Date.
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The Reservation Fee will, on signature of the Sale Agreement by me/us, be contributed towards the deposit payable in accordance with the provisions of the Sale Agreement.

**PLEASE NOTE:** Only once the Seller's Attorneys are in receipt of:

- i. the signed Sale Agreement;
- ii. the Purchaser's FICA documents (as required in terms of the Financial Intelligence Centre Act, No. 38 of 2001);
- iii. confirmation that you have been granted a loan for the balance of the balance of the purchase price (if applicable);
- iv. the signed investment form (as required by the Seller's Attorneys); and
- v. the final deposit as required in terms of the Sale Agreement,

will the deposit (including this Reservation Fee) be invested with the interest accruing thereon for my/our benefit.

If the Purchaser fails to duly sign and complete the Sale Agreement on or before the Expiry Date, the Agent will by means of an EFT into an account nominated by the Purchaser in writing, reimburse the Reservation Fee (without any interest thereon) to the Purchaser, provided that the purchaser has provided to the Agent (i) proof of identity of the Purchaser (ii) Proof of residence of the Purchaser (iii) proof of the Purchaser's nominated bank account.

It is recorded that Attacq The Mix is the beneficial holder of a notarial lease in terms of which Attacq The Mix shall be entitled to develop the scheme and dispose of the Property.

It is further recorded that, *inter alios*, Attacq The Mix and D2E Properties Proprietary Limited, Registration number: 2019/406767/07 ("**D2E Properties**") have concluded or will conclude an agreement entitled '*Sale Agreement*' in terms of which, *inter alia*, the parties thereto have agreed that Attacq The Mix will cede and assign an undivided half share of its rights and delegate an undivided half share of its obligations in terms of this agreement to D2E Properties ("**Main Sale Agreement**").

Attacq The Mix and the Purchaser hereby agree in favour of D2E Properties that with effect from the '*Effective Date*', as defined in the Main Sale Agreement, Attacq The Mix and D2E Properties shall jointly be substituted as the Seller in terms of this agreement, and with effect from which date Attacq The Mix and D2E Properties shall comply with all the obligations imposed upon the Seller in terms of this agreement and shall be entitled to exercise all the rights of the Seller contained herein. D2E Properties by way of signature hereof accept its benefits and obligations in terms of this agreement.

This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021

For and on behalf of the Purchaser: \_\_\_\_\_

Signatory: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Designation of Signatory: \_\_\_\_\_

The Seller, hereby undertakes to hold the Property in reserve from the date hereof up to and including the Expiry Date and to accept the terms of the Sale Agreement, provided the Reservation Fee is paid by the Purchaser timeously and the Sale Agreement is duly signed and completed (without amendment or alteration) by the Purchaser.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021

For and on behalf of  
the Attacq The Mix:

Signatory: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Designation of \_\_\_\_\_

Signatory: \_\_\_\_\_

For and on behalf of  
the Attacq The Mix:

Signatory: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Designation of \_\_\_\_\_

Signatory: \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021

For and on behalf of the D2E  
Properties: \_\_\_\_\_

Signatory: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Designation of Signatory: \_\_\_\_\_