

RESERVATION FORM & TERMS

DATE.....

THE PURCHASER		ADDITIONAL PURCHASER	
First Name: _____	Surname: _____	First Name: _____	Surname: _____
Address: _____	Town/City: _____	Address: _____	Town/City: _____
Postcode: _____	Country: _____	Postcode: _____	Country: _____
Home Tel: _____	Work Tel: _____	Home Tel: _____	Work Tel: _____
Mobile: _____	Email: _____	Mobile: _____	Email: _____
Nationality: _____	ID/PP No.: _____	Nationality: _____	ID/PP No.: _____
PIN No.: _____		PIN No.: _____	

THE VENDOR	THE AGENT (if any)
Name: <u>Cytonn Investments Partners Ten LLP</u>	Name: _____
Address: <u>20695</u>	Address: _____
Town/City: <u>Nairobi</u>	Town/City: _____
Postcode: <u>00200</u>	Postcode: _____
Email: <u>sales@cytonn.com</u>	Email: _____

THE PROPERTY	
Unit Number: _____	Bedrooms: _____
Unit Type: _____	Car Parks: _____
	Purchase Price: _____
	Cash or Mortgage or Instalment.....
	or Zero Deposit..... (please tick)

PAYMENT DETAILS/PLAN	
Instalments payable:	Bank Account Details
Ksh..... Reservation deposit	Account Name: <u>Cytonn Investments Partners Ten LLP</u>
.....% on signing offer	Bank Name: <u>Commercial Bank of Africa</u>
.....% on.....	Branch: <u>Upper Hill Branch</u>
.....% on.....	Account No.: <u>7772150012</u>
.....% on.....	Swift Code: <u>CBAFKENX</u>
.....% Balance within 30 days of issue of Architect's certificate of practical completion	

Signed by Purchaser(s):

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1. The Purchaser shall pay the Vendor a deposit of (“the Reservation Deposit”) in order to reserve the Property and the Vendor shall hold the Property off-sale strictly on and subject to the conditions set out below.
2. As soon as practically possible, following completion of this Reservation Form and payment of the Reservation Deposit, the Purchaser will be offered the Property for purchase by way of a formal offer from the Vendor or its nominee setting out the full terms and conditions of the sale and purchase of the Property as will be contained in the Sale Agreement”).
3. The Offer will provide for the grant of a long term lease of the Property to the Purchaser on completion and subject to the terms and conditions therein contained. The Vendor will develop the Property with an anticipated/es-
timated Completion Date. The Purchaser will pay the instalments set out in this Reservation Form to the Vendor directly.
4. (a) The Purchaser shall be given 30 days from the date of this Reservation Form to execute the Letter of Offer and shall thereafter execute the Sale Agreement within fourteen(14) days of the Purchaser’s execution of the Letter of Offer.
(b) Upon the Purchaser’s execution of the Sale Agreement, the Sale Agreement will constitute the entire agreement for the sale and purchase of the Property and will replace this Reservation Form and the Letter of Offer. The Reser-
vation Deposit shall then be applied towards the purchase price of the Property.
(c) If the Purchaser does not comply with paragraph 4(a), the Reservation of the Property shall lapse and the Purchaser shall have no further rights in relation to the Property. In such circumstances, the Vendor shall retain the Reservation Deposit and shall thereafter be free (without restrictions) to sell the Property to any third party.
(d) If the Purchaser is not offered the intended Sale Agreement within a reasonable time (other than for reasons at the fault of the Purchaser) following the date of this Reservation Form and no agreement can be reached on an extension of time, then, either party shall be entitled to rescind the Reservation Form by written notice to the other party. In this event, the Vendor shall refund the Reservation Deposit (without payment of any interest) to the Purchaser. This agreement shall then lapse and the Vendor shall thereafter be free, without restrictions, to sell the Property to any third party.
5. For the purposes of discharging the Vendor’s obligations under Clause 4 of this Reservation, the Letter of Offer or Sale Agreement(as applicable) shall be deemed to have been offered to the Purchaser if it has been sent by post or by e-mail or delivered by hand to the Purchaser or the Purchaser’s nominated representative.
6. The Purchaser shall not at any time assign or transfer or purport to assign or transfer any rights or obligations under this Reservation Form without the prior knowledge and written agreement of the Vendor.
7. The Purchaser shall only be entitled to a refund of all or any part of the Reservation Deposit in accordance with the provisions of paragraphs 4 of this Reservation Form. For the avoidance of doubt, in the event that the Purchaser decides not to proceed with the purchase before the Sale Agreement has been offered, or it becomes apparent to the Vendor that the Purchaser is unable to proceed, this Reservation Form may be cancelled and the Reservation Deposit will be forfeited without any obligation on the Vendor to prove the Offer in accordance with paragraph 2. The liability of the Vendor under this Reservation Form shall, in all circumstances, be limited to the amount of the Reservation Deposit.

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8. This Reservation Form constitutes the entire understanding and agreement between the parties in relation to its subject matter and supersedes any and all prior agreements (including any representations, warranties and covenants) between the parties in relation to the same subject matter (whether written or oral). No amendment to this Reservation Form shall be effective unless it is made in writing and signed by each of the parties.

9. By signing this Reservation Form, the Purchaser confirms that the information provided to the Vendor regarding personal details are true and accurate to the best of their knowledge and belief. The Purchaser agrees to be bound by the Vendor's standard policies and procedures in respect of the sale and purchase contemplated under this Reservation Form.

10. This Reservation Form shall be governed by and construed in accordance with the Laws of Republic of Kenya and the parties submit to the exclusive jurisdiction of the Courts of the Republic of Kenya.

SIGNED by the Purchaser

Date:

SIGNED by the Financial Advisor (FA)

Date:

SIGNED by the Purchaser (where appropriate)

Date:

APPROVED by Project Management

Date: