

## RESERVATION AGREEMENT

This agreement is made in \_\_\_\_\_ on the \_\_\_\_\_

Between

CPS LIVE LIMITED, P.O. Box 3564, Zanzibar  
(hereafter referred to as "CPS") of the one part

And

Mr./Mrs. .... with passport/ID  
number \_\_\_\_\_

(hereafter referred to as "the prospective purchaser" which shall, if the context admits, include their heirs, legal  
representatives, assignees and agents) of the other part.

Whereas CPS entered into a lease agreement dated 11<sup>th</sup> March 2014 ('the master lease') for the lease of a parcel of land  
located within the Fumba free economic zone in Unguja-Zanzibar for the sole purpose of undertaking the Fumba Town  
Development Project as approved and specified within the master lease.

And, whereas, the prospective purchaser hereby makes a reservation for a House/Building/Apartment located within  
the master lease premises under the following terms:

A: Purchaser's ID and Details

Full name		
If Entity Names of Owners		Registration No:
Email		
Phone		
Current Residential Address	Postal Address:	Physical Address:
Current Office Address	Postal Address:	Physical Address:
Ownership Status	Sole proprietor <input type="checkbox"/> Joint owner <input type="checkbox"/> Owners in common <input type="checkbox"/>	
Preferred mode of Contact	Email <input type="checkbox"/> Whatsapp <input type="checkbox"/>	

B: Purchaser KYC Compliance

Economic Activity:		
Industry:		
Sector:	<input type="checkbox"/> Private <input type="checkbox"/> Public ( incl. International Organisation)	
Leadership Status:	<input type="checkbox"/> Owner <input type="checkbox"/> Senior Level <input type="checkbox"/> Mid- Level <input type="checkbox"/> Junior Officer	

Position:	
Name of Institution/Company:	

C: House/building/Apartment Reserved

Purchaser ID	
House/Building/Apartment ID	
House/Building/Apartment Type	
House/Building/Apart. Price	
Facilitation fees 5%	
Optional Supplement	
Total payable	

How did you hear about us?

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## 1. RESERVATION FEE &amp; LOCATION SUPPLEMENTS

- 1.1. With execution of this agreement, the prospective purchaser is required to deposit a reservation fee to CPS equivalent to:

USD \_\_\_\_\_

- 1.2. In addition to the reservation fee on a House and/or Apartment selected above, and with the execution of this Agreement, the prospective purchaser is required to deposit a reservation fee for location supplements (if applicable to the chosen House Location) equivalent to:

- |   |              |
|---|--------------|
| <input type="checkbox"/> For a Corner plot (CP) location              | USD 5,000.00 |
| <input type="checkbox"/> For a Park view plot (PVP) location          | USD 5,000.00 |
| <input type="checkbox"/> For Two supplements (i.e. CP & PVP) location | USD 8,000.00 |

- 1.3. The total amount of USD \_\_\_\_\_ as total reservation fees under this Agreement for the House/Building/Apartment including Location Supplements (if any) shall be paid in cash/check or via bank transfer to the following bank account:

CRDB BANK PLC  
Branch: ZANZIBAR  
Account name: CPS LIVE LIMITED  
SWIFT CODE: CORUTZTZ  
USD Account number: 0250374253600

- 1.4 The total reservation fee herein payable is due immediately with the execution of this Agreement. If the prospective purchaser fails to deposit full or any part of the reservation fee herein payable within 3 days upon signing this Agreement, the reservation and this Agreement will be cancelled automatically without any further notice to the prospective purchaser.
2. REFUND POLICY:
- 2.1. Subject to the terms specified within clause 2.2 herein below, the full reservation fee or any part of it paid in implementation of this Agreement is refundable and/or transferable within 30 days from the date of cancellation of this Agreement, and in all cases subject to individual bank charges, in an event:
- 2.1.1 the prospective purchaser, for whatever reason, cancels this Reservation Agreement within 14 days from the date of this Agreement;
- 2.1.2 CPS, for whatever reason but except for circumstances under clause 2.2 herein below, cancels this agreement at any time after execution of this Agreement but before Execution of the Purchase and Sales Agreement.
- 2.2. Full reservation amount payable under clause 1.3 shall not be refunded in an event either CPS or the prospective purchaser cancels and/or terminates this Agreement due to the prospective purchaser's failure to execute the Purchase and Sales Agreement within 30 days of execution of this Agreement
- 2.3 The amount of reservation fee payable under 1.1 of this Agreement forms part and parcel of the total purchase price of the House/Apartment herein reserved and shall be deducted with the last instalment payable on the purchase price under the PSA.
- 3 COMMENCEMENT & TERMINATION
- 3.1. This agreement shall commence effectively upon execution of the same by both parties and be terminated by either party, subject to the refund policy herein specified.
4. MISCELLANEOUS
- 4.1 Existing Plans for the Fumba Town Development Project may be modified at any time and at CPS's sole discretion.
- 4.2 In the event of termination of the agreement by CPS for whatever reason having no fault on the part of the prospective purchaser, the prospective purchaser shall only be entitled to the actual amount deposited under clause 1 herein without any fines, interests, penalties, damages and/or compensation on how so ever nature.
- 4.3 Any notice and/or communication in connection to this Agreement and the PSA to the purchaser by CPS shall be through the email addresses and/or phone numbers herein specified and the Purchaser guaranteed that they have verified the correctness of the same and that the same is being used regularly.
- 4.4 This agreement embodies the entire agreement and supersedes any prior oral or written arrangement between parties over the same subject matter.
- 4.5 This agreement shall be governed and interpreted by the laws of Zanzibar.

Signed, sealed and delivered in \_\_\_\_\_ on the \_\_\_\_\_.

# CPS

# FUMBA TOWN

For CPS	Prospective Purchaser
Name:	Name:
Phone:	
Email:	
Signature & stamp:	Signature: