

# RESERVATION AGREEMENT

(Immovable property)

## 1. PURCHASER

Entity Purchasing property		-	
<b><u>CONTACT DETAILS OF PURCHASER(S) (*Mandatory)</u></b>			
Full names	1.		
	2.		
Identity Number	1.		
	2.		
Physical Address of purchaser(s)			
Current Country of Residence			
Contact Cell number	1.		
	2.		
Contact e-mail address	1.		
	2.		
Do you have at least 10-20% Deposit	Yes	No	
Accountant Details:	Name:	Tel:	Email:
*TAX / VAT NUMBER:			
Marital Status	Single	Married	
		In COP	ANC
<u>Purchaser</u>	<u>Employed</u>	<u>Self-Employed</u>	
<b><u>IF SELF-EMPLOYED</u></b>			
Latest 2 years signed financials	Yes	No	
Latest Management Accounts not older than 2 months	Yes	No	
<b><u>IF TRUST/COMPANY</u></b>			
Trust/Company Name			
Registration number			
Is the Trust/Company trading	Yes	No	

*(hereinafter referred to as the "Purchaser")*

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## 2. **PROPERTY DESCRIPTION**

- 2.1 SECTION Number (s) as per schedule 'A' attached hereto.  
(*hereinafter referred to as the "Property / Properties"*).

## 3. **RESERVATION**

- 3.1 The parties hereby agree that the reservation of the property(s) is/are subject to the PURCHASER signing and presenting the SELLER(S) with a complete offer to purchase and that this reservation agreement will not be deemed to be the official documentation to secure the purchase(s). Further terms and conditions of the sale will be as depicted within the official agreement of sale entered into between the parties.
- 3.2 The PURCHASER is made aware that the SELLER can only accept a reservation of a property upon receipt of a written offer from PURCHASER and that any reservation deposit(s) paid does not constitute to a formal reservation of the purchase.
- 3.3 PURCHASER hereby confirms that he/she was introduced to the Property by IGrow Wealth Investments (Pty) Ltd (Tel: 0219792501)
- 3.4 The PURCHASER agrees hereto that **IGrow Homeloans** will be appointed as bond originator where the Agreement of Sale is subject to obtaining a bond to be registered

## 4. **OBLIGATIONS OF THE PURCHASER**

- 4.1 **PURCHASER must sign the said Agreement of Sale(s) and/or all documents requested by IGrow Homeloans for the purpose of finalisation of the bond application(s), without any amendments/rectifications and present same to IGrowWealth Investments (Pty) Ltd/IGrow Homeloans to present to SELLER(s) within 5 business days from the date of receipt of the Agreement of Sale(s), failing which the seller or his agent reserves the right, at his sole discretion to cancel the reservation(s) and may retain R5,000.00 (Five Thousand Rand) of the PURCHASER'S Reservation Deposit as a non-refundable administration fee as wasted costs for preparing and drafting documents which are part of a free service offered to the Purchaser if documents are submitted within 5 (five) business days. Should there be any delay, please advise your bonds consultant immediately.**

\_\_\_\_\_  
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- 4.2 The Purchaser is aware that the balance of the Reservation Deposit is a refundable deposit, except if the Purchaser was in any way untruthful with his application for a mortgage bond OR if the agreement is cancelled by the Purchaser once the deal has been perfected that being once all suspensive conditions have been met OR if the Purchaser delay the registration process in any manner then the Seller or his duly

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appointed Agent reserves the right to then deem any part of the balance of the reservation deposit as an administration fee and retain same as wasted costs.

- 4.3 The reservation deposit can be used towards the balance of purchase price, however, should the Purchaser be required to pay any connection fees or other fees, the reservation deposit in this case, cannot be used towards the balance of purchase price.
- 4.4 The reservation deposit(s) is/are refundable by the transferring attorney to the PURCHASER, should the PURCHASER not obtain the required financing due to circumstances outside of his control and the transaction is cancelled, as provided for in the said Agreement of Sale(s).
- 4.5 If the PURCHASER has been granted a mortgage loan for 100% of the Purchase Price through a financial institution, the reservation deposit(s) will be refunded to the Purchaser on date of registration of the Property.

**5. PAYMENT OF THE RESERVATION DEPOSIT**

- 5.1 The parties hereby agree that the Reservation Deposit(s) will be paid into the trust account of to the Transferring Attorneys attending to that particular development transfer as contemplated in the Agreement of Sale.
- 5.2 The Purchaser must provide IGrow Wealth Investments (Pty) Ltd with a payment confirmation(s), clearly stating the reference number(s) of the Purchaser concerned as well as a signed instruction to invest trust monies in terms of Section instruction to the Transferring Attorney to invest any funds paid by the Purchaser *in lieu* of the Purchase Price into the Trust Account in terms of section 86(4) of the Legal Practice Act.

**6. COOLING-OFF IN TERMS OF THE CPA**

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

**7. Refunds of deposits**

In the event where the transaction is cancelled and a refund is due to Purchaser, Purchaser is made aware that such refund could take up to 14 days to effect from when Purchaser has signed the refund documentation. This is due to the fact that IGrow does not hold funds of clients as it is paid to the transferring attorneys' trust bank accounts and control over the release of the funds from the trust accounts are not within IGrow's control.

**8. CONFIRMATION BY THE PURCHASER IN TERMS OF THE CPA**

**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 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

8.6 PURCHASER is acquiring the property for the following use:

**Primary Residence**

YES / NO

**Buy to let (*Investment*)**

YES / NO

**9. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

IGrow is required to collect and process the personal information of the parties herein to give effect to any of the parties' rights and obligations that flow from this agreement. The parties agree that their personal information may be processed by IGrow and further processed and shared with any professional parties involved in the transaction, including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and/or their business partners and municipalities or otherwise as required by law. IGrow will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law.

**9. CONFIRMATION BY THE PURCHASER IN TERMS OF THE FINANCIAL INTELLIGENCE CENTRE AMENDMENT ACT (FICAA)**

**PIP (Prominent Influential Person) QUESTIONS:**

9.1 Are you, or anyone connected to the entity, a public official in a position of authority?

YES / NO

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9.2 Are you, or anyone connected to the entity, related or associated to a public official in a position of authority?

YES / NO

IF "YES" WAS CIRCLES ON ANY OF THE ABOVE QUESTIONS, PLEASE ANSWER THE FOLLOWING:

What is the nature of relationship or association?

- a. Spouse / Partner
- b. Son / Daughter
- c. Parent
- d. Sibling
- e. Business Partner
- f. Other: Please specify:

9.3 \_\_\_\_\_  
Specify source of funds of deposit:  
\_\_\_\_\_

**10. 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.

**11. WHOLE AGREEMENT**

This agreement contains the sole and entire record of the reservation of the property listed in clause 2 between the parties.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

AGENT'S NAME: IGROW WEALTH INVESTMENTS

CONTACT NUMBER: 021 979 2501

E-MAIL: [info@igrow.co.za](mailto:info@igrow.co.za)



**The Financial Intelligence Centre Amendment Act  
(FICAA) information required.**

In terms of FICAA, the following important information is required:  
*(please complete, here)*

<b>Source of Funds (SOF)</b> How funds were deposited (ie: EFT,Cash, Cheque, Guarantee)	- If other, please specify:
<b>Source of Wealth (SOW)</b> What made the client wealthy (ie: Inheritance, Pension, Sale of Shares,etc).	- If other, please specify:
<b>Source of Income (SOI)</b> Clients' employment Status (ie: Retired,Salary, Self-Employed, Unemployed, Student, etc).	- If other, please specify:
<b>Standard Occupation Codes (SOC)</b> Clients' occupation (ie: Attorney,Accountant, Doctor, etc).	- If other, please specify:
<b>Standard Industry Classification (SIC)</b> (Law, Financial, Medical, etc)	- If other, please specify:
<b>Country of Trade / Invested with</b> South Africa (unless specified otherwise).	
<b>Activity Jurisdiction</b> South Africa (unless specified otherwise).	
<b>Clients e-mail address</b>	

***Kindly note, that banks will not invest your funds without this form completed and signed. In addition,IGrow nor the transferring attorneys cannot be held liable for any loss of interest, until all the necessary FICA information is obtained.***

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Purchaser 2 (if applicable)

Initial



# IGROW WEALTH HOMELOANS

## CONSENT FORM - EXPERIAN CREDIT & POPI ACT

I, the undersigned:

\_\_\_\_\_ [Insert consumer's full name and surname]

Identity Number:

\_\_\_\_\_

Mobile:

\_\_\_\_\_

Email:

\_\_\_\_\_

Physical Address:

\_\_\_\_\_  
\_\_\_\_\_

### CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

**IGrow Wealth Homeloans and BetterLife Origination Services Proprietary Limited ('MortgageMax' or 'you') (a subsidiary of BetterLife Group Limited) cares about your privacy and information security. For more information about how MortgageMax protects your personal information please see their privacy policy.**

You will only process my personal information in accordance with this consent and for the purpose for which you collected it.

I agree to provide you with certain personal information when I communicate with you by email, SMS (or any other electronic means) or telephone and make use of your home loan pre-qualification service and/or to do a credit check through a registered credit bureau to obtain my credit report.

I agree and give my consent to you to process my personal information for the purposes relating to obtaining my credit report through you and agree that you may share this information for this purpose with a registered credit providers as well as your service providers in order to enable them to process my personal information to determine whether I qualify for a home loan, including but not limited to do credit checks, fraud checks, checks with and reporting to the South African Fraud Prevention Service.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

### CONSENT – EXPERIAN CREDIT CHECK

I appoint **IGrow Wealth Homeloans and BetterLife Origination Services Proprietary Limited ("MortgageMax" / "My Representative")** to be my lawful representative and agent in my name, place and stead, to obtain a copy of my personal credit report ("**PCR**") from a Registered Credit Bureau, to be used solely for the following purposes – (a) providing me with advice or assistance with managing my credit, by having reference to the consent of my PCR; (b) challenging the accuracy of information contained on my PCR; and (c) investigating information held on me by the registered credit bureau.

I consent to the Registered Credit Bureau releasing a copy of my PCR in PDF or XML format to my Representative and to my Representative having sight of the content of my PCR for the above purpose. Furthermore, I consent to my Representative providing all personal information provided by me to in relation of accessing my PCR to the registered credit bureau for purpose of updating my credit record.

My Representative may request my PCR from the registered credit bureau on condition that they undertake: (a) not to host, resell, on-sell or make my PCR available to any third party or agent, or use my PCR to compile any other databases; (b) not to amend or add any information on my PCR or deal with my PCR in contravention of any applicable laws; (c) to take all reasonable security measures to prevent unauthorised access to the information contained on my PCR; (d) to destroy my PCR upon my request or immediately after it has served the purpose for which it was obtained on my behalf; (e) to keep record of any persons who has access to my PCR for as long as it's in my Representative's possession, before it is destroyed.

I am aware that I am entitled to one free PCR per year from any registered credit bureau and that I can obtain my free PCR by contacting the credit bureau directly, either telephonically, by way of email, fax or attending on the office of the credit bureau in person. I am aware that I have the right to challenge the accuracy of any information contained on my PCR directly with a credit bureau. Attached to this is a copy of my Identity Document. I confirm that the information furnished herein to the registered credit bureau is true and correct.

I agree and explicitly give consent to My Representative to share a copy of my PCR with the \*third party. (tick the appropriate box)

I consent

I do not consent

Signature \_ Date \_

Name of the Signatory \_\_\_\_\_

\*"Third party" means financial institution and/or its representatives, the estate agent, the property developer, the conveyancing attorney and/or any third party including but not limited to the lead provider dealing with a property that I am interested in purchasing.



**CONSENT FORM - BUSINESS PARTNER & ESTATE AGENT**

I, the undersigned:

\_\_\_\_\_ [Insert consumer's full name and surname]

**CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT**

I consent to **IGrow Wealth Homeloans** sharing my Offer to Purchase and other personal information with and **MortgageMax (BetterLife Origination Services Proprietary Limited)** for purposes of a pre-qualification and/or home loan application and/or in respect of any other relevant financial products that I may be interested in.

**Mortgage Max (MortgageMax or "you") cares about your privacy and information security. For more information about how IGrow Wealth Homeloans and Mortgage Max protects your personal information please see their privacy policy.**

I agree to provide you with certain personal information when I communicate with you by email, SMS (or any other electronic means) or telephone and make use of your home loan pre-qualification service, do a credit check through a credit bureau report, when I apply for a home loan and/or when I elect to make use of the BetterSure insurance brokerage service.

I acknowledge that:

- appropriate advice can only be provided after full disclosure of my relevant personal information for purposes of evaluating and advising me in respect of my home loan application and on suitable financial products in line with my objectives;
- you require relevant personal information to assist me with my pre-qualification and/or home loan application and/ or to accept, issue and service insurance policies that I may apply for;
- I agree to be informed about the outcome of my pre-qualification and/or home loan application and/or in respect of any other relevant financial products that I may be interested in.

I agree and give my consent to you to process my personal information for the purposes relating to any pre-qualification and/or home loan application made by you and agree that you may share this information for this purpose with companies within your \*group, \*financial institutions, registered credit providers as well as your service providers.

I agree and give my consent to **IGrow Wealth Homeloans** "you" 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 \*Third party:

**BUSINESS PARTNER CONSENT**

- I consent
- I do not consent

(tick the appropriate box)

Property practitioner

~~ESTATE AGENT~~ **CONSENT**

- I consent
- I do not consent

(tick the appropriate box)

The services provided by **IGrow Wealth Homeloans and Mortgage Max** are not intended to be financial, tax or legal advice and should not be construed as such. **IGrow Wealth Homeloans and Mortgage Max** and their service partners are not financial planners, brokers or tax advisers. Your personal financial situation is unique, and it is your responsibility, given your financial and other individual circumstances, to use any information and advice obtained through these services appropriately and responsibly when implementing your decisions. Before making any financial decisions or implementing any financial strategy, you should obtain advice from your accountant or other financial advisor who are fully aware of your individual circumstances and never take up a home loan that will stretch your repayment capacity to its maximum.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

\*"Financial Institutions" means ABSA Bank, First National Bank, NedBank, Standard Bank, where necessary Investec, Ithala, HIP (Housing Investment Partners), Sentinel, Auto Assist, Business Fuel.  
 \*"Group" means BetterLife Group Ltd and its subsidiaries, including internal systems e.g. LMS, DealMaker and SwitchX which is used to process the personal information and to submit to the financial institutions.  
 \*"Third party" means financial institution and/or its representatives, the estate agent, the property developer, the conveyancing attorney and/or any third party including but not limited to the lead provider dealing with a property that I am interested in purchasing