

RESERVATION AGREEMENT

For the Purchase of Immovable Property

1. PURCHASER

Entity Purchasing property			
<u>CONTACT DETAILS OF PURCHASER(S) (*Mandatory)</u>			
Full names	1.		
	2.		
Identity Number	1.		
	2.		
Physical Address of purchaser(s)			
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
Purchaser	Employed	Self-Employed	
<u>IF SELF-EMPLOYED</u>			
Latest 2 years signed financials	Yes	No	
Latest Management Accounts not older than 2 months	Yes	No	
<u>IF TRUST/COMPANY</u>			
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 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 The PURCHASER hereby confirms that he was introduced to the Property by IGrow Wealth Investments (Pty) Ltd ("the Agent"), 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 IGrow Wealth Investments (Pty) Ltd/IGrow Homeloans to present to SELLER(s) within 7 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 7 (seven) business days.**

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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 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(s) will be considered to be a part payment of the 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.

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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 CONSUMER PROTECTION ACT (“CPA”)

- 6.1 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 CONFIRMATION BY THE PURCHASER IN TERMS OF THE CPA

The Purchaser confirms that:

- | | | |
|-----|---|----------|
| 7.1 | he/she has read this Agreement and understands the contents thereof | YES / NO |
| 7.2 | that the Property was not introduced to him/her by means of Direct Marketing | YES / NO |
| 7.3 | that he/she is aware and understands his/her right to the cooling-off period after Direct Marketing | YES / NO |
| 7.4 | PURCHASER is a juristic person (Company, Close Corporation, Trust, Partnership, etc.) | YES / NO |
| 7.5 | if the answer in clause 7.4 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 |
| 7.6 | PURCHASER is acquiring the property for the following use: | |
| | Primary Residence | YES / NO |
| | Buy to let (<i>Investment</i>) | YES / NO |

8 ADDRESS FOR NOTICE AND SERVICE OF LEGAL DOCUMENTS

- 8.1 The purchaser hereby chooses his address 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.

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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**

9.2 Are you, or anyone connected to the entity, related or associated to a public official in a position of authority? **YES / NO**

9.3 If your answer was “**YES**” in any of the above questions, please answer the following additional questions. What is the nature of relationship or association?

Please specify if other: _____

9.4 Specify source of Funds of deposit: _____

10 WHOLE AGREEMENT

10.1 This agreement contains the sole and entire record of the reservation of the property listed in Schedule A between the parties.

11 SIGNATURES

DATED AT _____ ON THIS _____ DAY OF _____ 20__	
WITNESSES:	
1. _____	PURCHASER1: _____
2. _____	PURCHASER2: _____

DATED AT _____ ON THIS _____ DAY OF _____ 20__	
WITNESSES:	
1. _____	SELLER / AGENT _____

AGENT'S NAME: IGROW WEALTH INVESTMENTS
 CONTACT NUMBER: 021 979 2501
 E-MAIL: info@igrow.co.za

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SCHEDULE 'A'

Development	Section	Reservation deposit amount
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R
		R

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

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

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

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 _____

1. _____
Purchaser 1 (or representative)

Witness 1

2. _____
Purchaser 2 (if applicable)

Witness 2



IGROW WEALTH HOMELOANS

CONSENT FORM - EXPERIAN CREDIT FORM

I, the undersigned: _____
[Insert consumer's full name and surname]

Identity Number: _____

Mobile: _____ Email: _____

Physical Address: _____

I do hereby appoint **IGrow Wealth Homeloans ("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 Registered Credit Bureau (Pty) Ltd, to be used solely for the following purposes – (a) providing me with advice or assistance with managing my credit, by having reference to the content 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 it in relation to accessing my PCR to the registered credit bureau for purposes of updating my credit record.

My Representative may request my PCR from the registered credit bureau on condition that s/he undertakes: (a) not to store, host, retain, resell, on-sell or make available my PCR 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) not to use any information contained on my PCR for any other reason, save that set out in clause (a) to (c) above; (d) to destroy my PCR immediately after it has served the purpose for which it was obtained on my behalf; (e) to provide to Registered Credit Bureau with the name of all persons who will have 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 ID document.** I confirm that the information furnished herein to the registered credit bureau is true and correct.

Signed at _____ on this _____ day of _____

Consumer / Client Signature: _____