"PIED A TERRE"
LETTER OF INTENT

Made and entered into by and between PRETATONE PROPRIETARY LIMITED Registration Number: 2010/019165/07 herein represented by GAVIN FRANK BRUCE in his capacity as representative of the company duly authorised hereto by resolution (hereinafter called the "Seller")

and

_____

(hereinafter called the "Purchaser")(hereinafter collectively referred to as "the Parties") and whereas the Seller is about to become the owner of the rights to extend the Sectional Title Scheme known as "PIED A TERRE" situated at Erven 92 & 94 Ferndale Township, Local Authority City of Johannesburg and shown on Sectional Title Plan SS 996/1998 (hereinafter called the "Development") and whereas the Purchaser intends to secure a section in the Development.

THE PARTIES AGREE AS FOLLOWS:

1. The Purchaser wishes to purchase Unit _____ Pied A Terre in the Development as depicted on the **Unit Floor Plan** marked "Annexure – A" attached hereto (hereinafter referred to as the "Property") for an amount of

   R_____

2. In order to secure the said Property in the Development, the Purchaser shall on date of signature pay a refundable deposit of R_____ (subject to Clause 4 below, or upon signing of the Agreement of Sale, subject to the provisions stipulated in the Agreement of Sale), free of exchange, with Ramsay Webber Inc (hereinafter referred to as the "Transfer Attorneys"), to be held by them and invested in an interest-bearing account in terms of the **Instruction to Invest Trust Moneys & Foreign Account Tax Compliance Act**, annexed hereto as Annexure B). The interest on any amounts so invested is to accrue to the Purchaser until registration of transfer, subject to the provision of clause 4 below, or upon signing of The Agreement of Sale, subject to the provisions stipulated in the Agreement of Sale.

3. The Purchaser agrees to enter into an Agreement of Sale for the Property with the Seller, within 7 days of signing the letter of Intent. This period may only be extended

at the discretion of the Seller, which extension shall be given in writing to the Purchaser failing which clause 4 below shall have full force and effect.

4. Should the Purchaser not comply timeously with Clause 3 above then the deposit and any interest accrued thereon will immediately be forfeited and paid by the Transfer Attorneys to the Seller and the Purchaser waives any further right with regards to the purchase of the Property.

Thus, done and signed at _____ on this _____ day of _____2019 in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____ _____
Seller

2. _____

Thus, done and signed at _____ on this _____ day of _____2019 in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____ _____
Purchaser

2. _____

ANNEXURES:

1. Unit Floor Plan "A"
2. Instruction to Invest Trust Moneys & Foreign Account Tax Compliance Act, - "B"
3. Particulars of Purchaser - "C"

"B"

ramsaywebber

ATTORNEYS | NOTARIES | CONVEYANCERS

INSTRUCTION TO INVEST TRUST MONEYS

I/We the undersigned

Name: _____

Reg No./Id No: _____

hereby confirm the authority given to Ramsay Webber Attorneys to invest any amounts paid by me/us, or on my/our behalf, to Ramsay Webber Attorneys on call with either First National Bank or Standard Bank of South Africa Limited.

I/We confirm that the investment will be in the name of Ramsay Webber Attorneys and under its exclusive control but will be identified in my/our name. All interest earned on such investment shall accrue to me / us. I/We hereby authorise Ramsay Webber to deduct from the interest earned an administration fee based on the following sliding scale on the amount/s invested :

R1	-	R50 000.00	2,25% per annum
R50 000.00	-	R100 000.00	1,75% per annum
R100 000.00	-	R500 000.00	1,50% per annum
R500 000.00	-	R1 000 000.00	0,50% per annum
Amounts in excess of R1 000 000,00			0,25% per annum

In the event of any undertaking being required to be given or guarantee issued against the said sum invested, I/we authorise Ramsay Webber Attorneys to pledge the said sum to the issuing banking institution, should they require, as security for any claims, losses, demands, liabilities, costs and expenses of whatsoever nature arising out of or in consequence of having entered into or executed any such guarantee.

* ***Please note:*** As of 1 March 2019, 5% of all interest earned by the TPFA account will be paid automatically to the Legal Practice Fidelity Fund (Act 28/2014 Section 86(4) LPA.

I/We hereby authorise Ramsay Webber Attorneys to sign any documents or undertakings to give effect to the aforesaid pledge.

I/We record and acknowledge that funds so invested in terms of which interest accrues to me/us are not protected by the Attorneys Fidelity Guarantee Fund.

_____ _____

DATE

"B"

Standard Bank

Foreign Account Tax Compliance Act (FATCA) and Automatic Exchange of Information (AEOI) Exemption Form (Form 1)

Applicant information

TPFA agent's full name

Sub-account holder's full name

Sub-account number

Section A: Account exemption self-certification

You can find definitions of FATCA and AEOI account exemptions in the:

- The Intergovernmental Agreement between the government of the United States of America and the government of the Republic of South Africa to improve international tax compliance and to implement FATCA - Annex II V.
- Standard for Automatic Exchange of Financial Account Information in Tax Matters – Section VIII, C, 17.

Please tick the applicable box next to the reason for opening the TPFA sub-account:

- ☐ **1** As part of a deceased's estate maintained in South Africa
- ☐ **2** A court order or judgment
- ☐ **3** The sale, exchange or lease of a personal or real asset where the account serves as the deposit, down payment or security thereof
- ☐ **4** Serves as a reserve used solely to make payment of taxes or insurance premiums relating to a real property
- ☐ **5** Serves as a reserve used solely to make payment of taxes of any kind
- ☐ **6** Funds held in relation to a duly regulated South African pension, retirement or provident fund
- ☐ **7** Funds held in relation to a compulsory annuity
- ☐ **8** None of the above

Section B: Account exemption declaration

I declare that everything I have said above is true and complete.

Print name | Capacity

Signature | Date (YYYY-MM-DD)

If you have ticked the box next to point 8, please complete Form 2 for individuals or Form 3 for companies, closed corporations, trusts and partnerships.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06) An authorised financial services and registered credit provider (NCRCP15).

ANNEXURE "C" - PARTICULARS OF PURCHASER:

1 **INDIVIDUAL**

Full names_____

Id No _____

Marital Status: Single ☐ COP ☐ ANC ☐ FOREIGN ☐

Income Tax Number : _____

Postal address _____

_____

Current Physical Address (*domicilia citandi et executandi*) _____

_____

Spouse's Full names _____

Id No _____

Purchasers Contact Details

Tel (B) (_____)_____ (H) (_____)_____

Fax (_____)_____ Cell _____

E-mail _____

2 **COMPANY/CLOSE CORPORATION/TRUST**

Full Names _____

Reg. No _____

Full Names of Authorised Signatory _____

Contact Details

Tel (B) _____ Fax _____

Cell _____ E-mail _____