



# Wealth Assist

Real Estate Investment Advisory



## DISCRETIONARY REAL ESTATE ORIENTATION MANDATE AGREEMENT BETWEEN WEALTH ASSIST (PTY) LTD

(hereafter known Discretionary Real Estate Originator)

AND

Details of Individual Real Estate Investor:

Title: \_\_\_\_\_ Initials: \_\_\_\_\_

First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Surname/ Name of legal entity: \_\_\_\_\_

Identity/Registration number: \_\_\_\_\_

(hereafter known as the Individual Real Estate Investor)

Whereas, WEALTH ASSIST (Pty) Ltd (“the Discretionary Real Estate Originator”), a private company with registration number 2017/455274/07, duly incorporated in terms of the Companies Act of the Republic of South Africa and licensed to act as a Real Estate Practitioner thereby authorising it to render an intermediary Real Estate investment management and consulting and administration service and to dispense information where required of a discretionary nature, in terms of the Estate Agency Affairs Act 112, of 1976 and now the new Property Practitioner Act No. 22 of 2019; (Hereafter referred to as Wealth Assist)

And whereas, the Individual Real Estate Investor wishes to appoint the Discretionary Real Estate Originator to manage his/her/its Individual Real Estate Investors investment on his/her/its behalf;

And whereas, the Discretionary Real Estate Originator is willing to accept such appointment on the terms and conditions set out in this agreement;

Now therefore, the parties to this agreement agree as follows:

1. By signature of this mandate, the Individual Real Estate Investor hereby authorises the Discretionary Real Estate Originator to manage and deal with his/her/its Individual Real Estate Investment at the Discretionary Real Estate Originator 's sole and full and exclusive discretion to achieve the Individual Real Estate Investor's investment objectives in a range of Real Estate investment products and upon such terms as are more fully described and specifically selected by the Individual Real Estate Investor in “**Annexure A**” which include:

DIRECT REAL ESTATE INVESTMENT OPPORTUNITIES CONSISTS OF ONE OR MORE OF THE FOLLOWING INVESTMENT PRODUCTS:

- a) Capital Growth Opportunities;
- b) Income and Capital Growth Opportunities;
- c) Corporate Alternative Opportunities;

AS SPECIFICALLY SELECTED BY THE REAL ESTATE INVESTOR IN **ANNEXURE “A”**.

The Individual Real Estate Investment Opportunities comprising of short to medium term Real Estate investment opportunities, directly anchored in real estate ownership and or structured mortgage bonds, securitized and vested in residential, commercial or industrial Real Estate in South Africa. Real Estate investment opportunities will be exclusively handled by the Discretionary Real Estate Originator and will in no manner or means be operated as a collective scheme but all direct Individual Real Estate Investments will at all times be made and remain in the name of the Individual Real Estate Investor or its legal entity. As and when any Individual Real Estate Investment is sold the proceeds will be received in the name of the specific Individual Real Estate Investor or its legal entity.

The Discretionary Real Estate Originator is specifically authorised to include joint ownership of Real Estate in undivided shares in the name of the Individual Real Estate Investor with third parties, whom it also represents as such, to form part of the Investors Individual Real Estate Investment as indicated in **Annexure "A"**.

2. This mandate is a mandate to act on the Individual Real Estate Investor's behalf limited only to the extent as is clearly and unambiguously determined herein and without it being necessary for the Discretionary Real Estate Originator to obtain further authority or consent of whatever nature from the Individual Real Estate Investor in order for such Originator to effect any Individual Real Estate Investments exclusively for and on behalf of the Individual Real Estate Investor as is provided for in terms of this mandate.
3. The Individual Real Estate Investor hereby grants to the Discretionary Real Estate Originator complete discretion to invest on his/her/its behalf and in his/her/it's in fixed properties in the area of South Africa as selected in **Annexure "A"** hereto. There shall, furthermore, be no restrictions in relation to the investment vehicles, investment products used for the purpose of and/or applicable to the management of the real estate investment except as prescribed by prevailing legislation and the attached "**Annexure A**" Metrics, other than that no investment is to be made that can legally be regarded as a collective scheme.
4. This mandate shall commence once signed by both the Individual Real Estate Investor and the Discretionary Real Estate Originator. The Discretionary Real Estate Originator's appointment shall immediately terminate in the event that it ceases to be registered Real Estate Practitioner in terms of the aforementioned legislation, or upon the expiry of written notice period of not less than 60 days. This notice may be given at any time from the investment term expiry of 36 months by either party to this agreement to the other. The Individual Real Estate Investor may however request to withdraw his investment earlier in special circumstances prior to the expiry of the investment term on special conditions and cancellation terms as the Discretionary Real Estate Originator may reasonably determine.
5. Upon the delivery of a notice pursuant to clause 4, the Discretionary Real Estate Originator shall finalise all existing transactions and shall not undertake or initiate any new Real Estate investments in any real estate investment product on behalf of the Individual Real Estate Investor unless the Individual Real Estate Investor instructs otherwise. It is recorded that any transaction initiated on behalf of the Individual Real Estate Investor prior to the receipt of the notice of termination shall be completed.
6. It is recorded that the Individual Real Estate Investor's investment objectives are expressly to maximise the return on its investments on a short to medium- term basis in accordance with the objectives of the real estate investment products as reflected in the Real Estate Investment Product fact sheet (Annexure C), as read with the Metrics as selected the Individual Real Estate Investor (Annexure A), subject only to such constraints imposed by the legislation or regulations. The Discretionary Real Estate Originator, in its capacity as the Individual Real Estate Investor's representative, is specifically and unconditionally authorised to enter into any

agreements necessary on behalf of the Individual Real Estate Investor with any other third party for approved investments set out in this agreement and the annexures hereto.

7. The Discretionary Real Estate Originator may at its own discretion make use of the services of its staff, or that of other approved staff on demand, Associates, Ambassadors, Power Partners, Service Providers ("Real Estate Originator") in terms of the repealed Estate Agency Affairs Act 112, of 1976 and now new Property Practitioner Act No. 22 of 2019, to execute administrative functions in the course of rendering intermediary services to the Individual Real Estate Investor at reasonable fees as negotiated by the Originator on behalf of the Individual Real Estate Investor.
8. The Discretionary Real Estate Originator will use its best discretion, experience and acquired industry knowledge to invest on the Individual Real Estate Investor's behalf with great care and due diligence. The Discretionary Real Estate Originator further confirms that the required actions to mitigate any potential risks namely, to firstly secure the Real Estate Investors capital, then to attain the anticipated predetermined returns, will always be paramount. The Discretionary Real Estate Originator will further through its security and governance processes, Risk and Investment Committee approval metrics, co-operation with associated industry professionals, real estate investment products design, specialised agreements do its utmost to cover and protect the Individual Real Estate Investor for or against most probabilities and to minimize any potential risk of not earning the projected predetermined returns during the Investment term.

Although all the above will constantly be guiding the Discretionary Real Estate Originator's choices and actions, a measure of risk remains associated with most investments, however, with investment in real estate investment products most potential losses can be recovered in term of the mandate. Although the products provides for contractual pre-determined returns on the investment opportunities, there may be risk that the Individual Real Estate Investor may not be able to attain the anticipated predetermined returns as a result of unprecedented adverse market conditions or Force Majeure (vis major - A force majeure is an act of God or man that is unforeseen and unforeseeable and out of the reasonable control of one or both of the parties to a contract, and which makes it objectively impossible for one or both of the parties to perform their obligations under the contract). The Discretionary Real Estate Originator hereby discloses to the Individual Real Estate Investor that there are various risk factors involved in investing in local Real Estate Investment Opportunities due to fluctuations in economy, laws of the country, economic market down turns, real estate cycles and political unrest and more. The deduction of charges and expenses need to always be taken into consideration when determining the net return on any investment. The Individual Real Estate Investor acknowledges that it understands the various investment products, is aware that the proven historical predetermined returns are not guaranteed and voluntarily accepts the various risks that are inherent in investing in the real estate investment products as set out herein.

9. The Individual Real Estate Investor hereby formally appoints and authorises the Discretionary Real Estate Originator to register all real estate and mortgages forming part of his/her/its Individual Real Estate Investor's investment assets in terms of this mandate in the name of

\_\_\_\_\_

ID/ Registration Nr \_\_\_\_\_

on behalf of the Individual Real Estate Investor.

The Discretionary Real Estate Originator shall appoint **Assist Group SA** and its various specialist subsidiaries to manage the properties, assets, registration of securities, mortgage

origination, insurance and assurance, collections, payments, maintenance projects, mediation, litigation regarding the Real Estate Investments.

10. The Wealth Assist Investment Manager shall furnish the Individual Real Estate Investor with performance reports on the investments under its management, at least quarterly. Such reports shall also be available on request and may, at the Individual Real Estate Investor's request be provided in electronic format.

As the Individual Real Estate Investor has granted the Discretionary Real Estate Originator full investment discretion in achieving the Individual Real Estate Investor's investment objectives, the Individual Real Estate Investor does not require the Discretionary Real Estate Originator to provide the Individual Real Estate Investor with such documentation, as are normally required to be obtained by a listed company or collective investment scheme.

The Discretionary Real Estate Originator, however, undertakes to provide such documentation where specifically requested to do so by the Individual Real Estate Investor.

11. The Individual Real Estate Investor undertakes to utilize (please mark with X):

Cash Investment  Mortgage Bond

And further agree to

11.1 make a cash investment of R \_\_\_\_\_

(\_\_\_\_\_)

into the following Deposit Holding Attorneys Trust Account

Account Name : Van Zyl Kruger Inc Trust

Bank : Standard Bank

Branch : Tyger Manor

Branch code : 00051001

Account No. : 071 976 760

and complete "**Annexure B**" (Instruction and Authority to Invest).

11.2 intends to undertake the investment by utilizing a mortgage bond for which I am pre-approved and qualified to a maximum amount of R

\_\_\_\_\_ which pre-approval is attached to this mandate.

I confirm that I am ABLE to pay my own mortgage registration fees and need NOT  OR need  TO include it in the mortgage and transaction cost.

12. The Individual Real Estate Investor instructs the Discretionary Real Estate Originator to distribute the investment returns in accordance with the investment objectives as set out or selected by the Individual Real Estate Investor in "**Annexure A**" of this mandate.

13. In consideration for the service provided by various professionals **included** in each of the Real Estate Investment Opportunity (transaction) Cost:

13.1 Procurement Fees

13.2 Deposit Holding Attorney's Legal & Admin Fees

- 13.3 Real Estate Investment Management and Audit Fees
  - 13.4 Professional Valuation Fees
  - 13.5 Real Estate and Project Management Fees
  - 13.6 Sales Facilitation Fees
  - 13.7 Contractually Anticipated Performance Profits after the Capital and returns of each specific Individual Real Estate have been released.
14. In consideration for the service provided by various professionals **excluded** from the Real Estate Investment Product and which is payable additional to the investment is:
- 14.1 The Discretionary Real Estate Investment Consultant:
 

CASH CONTRIBUTION: Initiation Fee of 1% of the total agreed upon investment amount (mortgage and cash investment with minimum of R 5,000.00)  
 R \_\_\_\_\_ which will be deducted from the initial investment amount paid by the Individual Real Estate Investor. This fee will be deducted from the External Buyers Fees of Individual Real Estate Investor when the first Real Estate investment is made. Should the Individual Real Estate Investor not proceed with any investment allocated due to the Individual Real Estate Investor lack of co-operation, the Initiation Fee will be forfeited as an administration fee payable to the Discretionary Real Estate Originator.

MORTGAGE ONLY: If the Individual Real Estate Investor have not contributed any cash investment and only utilizes a mortgage bond for investment, the Individual Real Estate Investor agrees to pay an amount of 1% of the pre-approval and agreed upon investment amount (mortgage investment with minimum of R 5,000.00)  
 R \_\_\_\_\_ per month for the next 6 months as an initiation fee.

This fee will be deducted from the External Buyers Fee from the Individual Real Estate Investor first Individual Real Estate Investment made. Should the Individual Real Estate Investor not proceed with any investment allocated due to the Individual Real Estate Investor's lack of co-operation, the Initiation Fee will be forfeited as an administration fee payable to the Discretionary Real Estate Originator.
  - 14.2 The Discretionary Real Estate Originator and Real Estate Investment Ambassador (Referral):
 

External Buyers Fee - of 3.5% of the investments made from time to time in Real Estate investment products subject to the fees not exceeding 10% of the returns.
  - 14.3 The Bond Attorney appointed by the bank if utilising a mortgage bond:
 

Bond registration fees as prescribed by the Legal Practice Council of South Africa
  - 14.4 Notwithstanding the provisions of any other clause of this mandate, the Discretionary Real Estate Originator shall be entitled to vary these fees on yearly review and upon prior written notice to the Individual Real Estate Investor.
 

The Individual Real Estate Investor hereby authorises the Discretionary Real Estate Originator to recover its fees payable in terms of this mandate from the Investment Returns, as and when such fees become due and payable, without prior notification to the Individual Real Estate Investor.
  - 14.5 The Discretionary Real Estate Originator shall not receive any commissions or rebates for making investments on the Individual Real Estate Investor's behalf other than those disclosed to the Individual Real Estate Investor in this or related documents.

15. The Discretionary Real Estate Originator may appoint new Real Estate Investment Managers with prior written notice from time to time to manage in particular these mandates and the Individual Real Estate Investor accordingly consents that such appointees may obtain access to all information of its Individual Real Estate Investment portfolio.
16. Notwithstanding anything to the contrary in this mandate or in any supporting investment proposal or fact sheet, the Discretionary Real Estate Originator shall not be held liable for any reason whatsoever for any returns not measuring up to the anticipated pre-determined returns which the Individual Real Estate Investor may suffer and/or incur due to Force Majeure, after the Discretionary Real Estate Originator have forfeited its performance profits, whether direct, indirect, special, contingent, incidental, consequential or otherwise, which may be attributable to or caused by any act or omission on the part of the Discretionary Real Estate Originator pursuant to any instructions from the Individual Real Estate Investor or any authorised third party, or failure to receive an instruction as the case may be; and/or the management of the Individual Real Estate Investor's Real Estate investments in terms of this agreement.
17. The Individual Real Estate Investor hereby indemnifies the Discretionary Real Estate Originator and holds the Discretionary Real Estate Originator harmless in respect of any income tax or other tax or levy of whatsoever nature in respect of which the Individual Real Estate Investor may become liable or which may become payable pursuant to anything done by the Discretionary Real Estate Originator on the Individual Real Estate Investor's behalf in terms of this agreement and further holds the Discretionary Real Estate Originator harmless in respect of any changes to legislation or the interpretation thereof, which might impact the Individual Real Estate Investments it implemented on behalf of the Individual Real Estate Investor in terms of this agreement.
18. The Discretionary Real Estate Originator confirms that adequate fidelity cover is maintained to the satisfaction of its auditors, having regard to its contractual obligations.
19. The Discretionary Real Estate Originator is specifically authorised at any time to cede and assign all the Discretionary Real Estate Originator rights and obligations in and under this mandate to any third party who is authorised to manage the Individual Real Estate Investments in terms of the applicable legislation and who is duly registered as a Real Estate Practitioner as such authorised to act as the Discretionary Real Estate Originator in terms hereof, provided that such cessionary simultaneously accepts written assignment of all obligations as the Discretionary Real Estate Originator hereunder. Such cessionary and assignee shall, unless this mandate is terminated by the Individual Real Estate Investor, within 7 (seven) days from having been notified of such Cession and assignment assume all such rights and obligations. Failing such termination, the Individual Real Estate Investor shall be deemed to have consented to such cession and assignment.
20. The Discretionary Real Estate Originator chooses as its respective domicilium citandi et executandi for the purpose of the service of all notices and process pursuant to this mandate its respective physical address as:  
  
Physical Address: Tygervalley Healthcare Centre Unit 610 – 613, 43 Old Oak Road,  
Tygervalley, Bellville, Cape Town, South Africa  
  
Electronic Address: Invest@wealthassist.co.za
21. The Individual Real Estate Investor chooses as its respective domicilium citandi et executandi for the purpose of the service of all notices and process pursuant to this mandate  
  
Physical address: \_\_\_\_\_

Electronic Address: \_\_\_\_\_

or such other physical and postal address as may be stipulated and changed by notice in writing.

22. No addition to or variation or amendment of this mandate shall be binding unless contained in a written document signed by or on behalf of both parties.
23. The Individual Real Estate Investor undertakes to supply the Discretionary Real Estate Originator with any information, documentation or letter of comfort requested in writing by the Discretionary Real Estate Originator in order for it to comply with its obligations under FICA.
24. The Individual Real Estate Investor declares that all funds and investments placed under the Discretionary Real Estate Originator's management in terms of this Agreement are from a legitimate source and are not the "proceeds of unlawful activities" as defined in the Prevention of Organised Crime Act No 121 of 1998.
25. The Individual Real Estate Investor undertakes to direct any complaints that the Individual Real Estate Investor may have to the Client Relation Manager of the Discretionary Real Estate Originator to [invest@wealthassist.co.za](mailto:invest@wealthassist.co.za) who will investigate the complaint and will resolve it as soon as possible. A copy of the Discretionary Real Estate Originator's complaint resolution policy is available on request.
26. The Individual Real Estate Investor acknowledges that neither the Discretionary Real Estate Originator nor any third party whom the Discretionary Real Estate Originator may instruct on the Individual Real Estate Investor's behalf will be required to make any payment to the Individual Real Estate Investor's order without written instructions to that effect from the Individual Real Estate Investor together with an indemnity in this regard.
27. Should the Individual Real Estate Investor not be a natural person its hereby warrants that it has been duly constituted as a legal entity under the laws of its jurisdiction of establishment, that its representative acting herein has full legal capacity and authority to enter into this agreement and to carry out all obligations contemplated in this agreement. The Individual Real Estate Investor further warrants that the carrying out by the Discretionary Real Estate Originator of its duties as Discretionary Real Estate Originator in accordance with this agreement will not breach any rules of the Individual Real Estate Investor or any other agreement binding on the Individual Real Estate Investor.
28. Discretionary Real Estate Originator will:
  - 28.1 Originate real estate investment opportunities in line with the Matrix in "**Annexure A**"
  - 28.2 Do due diligence and research and approve on Investment & Risk Committee meetings real estate investment opportunities.
  - 28.3 Contract with real estate owners to secure real estate investment opportunities.
  - 28.4 Allocate Real Estate investment opportunities to the Individual Real Estate Investor from time to time as funds are available to invest.
  - 28.5 Facilitate the signing of the agreements and security documentation with the Individual Real Estate Investor.
  - 28.6 Keep detailed records of all purchases and Real Estate investments in respect of the Real Estate investment products.



- 28.5 Will provide regular (at least quarterly) written reports to the Wealth Assist Investment Manager who will in turn provide reports to the Individual Real Estate Investor.
29. It shall be the responsibility of the Individual Real Estate Investor to ascertain what taxes (save for sales tax on services) may be payable in respect of its Real Estate investments. The Individual Real Estate Investor acknowledges that it is within the discretion of the Commissioner of Taxes to decide whether profits earned are of a capital nature thus attracting capital gains tax or in the nature of income in which event income tax will be levied.
30. The Individual Real Estate Investor, or where applicable, his authorised signatory, by appending his or her signature hereto, states and declares that he or she has read, understood and accepts the terms and conditions pertaining to this real estate investment product / mandate; and warrants that all statements given by him or her in the application form are true and correct in every respect and that such statements, shall form the basis of the contract, which is to be entered into with ASSIST GROUP SA. This application and any authorised variation to it, together with any fact sheet supplied (Attached “**Annexure C**” to the Individual Real Estate Investor, will become the basis of a contract between the Individual Real Estate Investor, ASSIST GROUP SA and any third party product/service provider providing the real estate investment products in terms of this Agreement.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

DULY AUTHORISED SIGNATURE OF

INDIVIDUAL REAL ESTATE INVESTOR: \_\_\_\_\_

WITNESS:

Name \_\_\_\_\_ Signature \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

DULY AUTHORISED SIGNATURE OF

# ANNEXURE A

Property Investment Product Metrics for Realty Investment products. Metrics reviewed Annually.

<b>On Sale Products</b>	Breather	JV Sale	Flip / Buy to Sell	Instalment Sale Breather		
<b>Recovery Products</b>	Recovery	Inst. Sale Recovery	Recovery Bond	Assist to Own	Tax Benefit Inv.	Buy to Let

Property Investment Metrics

<b>Provinces selected for Investments</b>	Gauteng PTA	Gauteng JHB	Western Cape	Free State	KwaZulu Natal	ALL
	Mpumalanga	Northern Cape	Eastern Cape	Limpopo		

<b>Real Estate Type</b>	Residential	Comm Office	Student Accommodation	Developments	Mix Use
	Agriculture	Comm Retail	Comm Industrial	Leisure Acc.	ALL
<b>Real Estate Title</b>	Sectional Title	Full Title	Other		ALL
<b>Max Real Estate Value</b>	R0 – R1,5m	R0 – R2,5m	R0 – R3,5m	R0 – R 5m	R0 – 10m plus
<b>Exposure to Market Value</b>	0%-55%	0%-60%	0%-65%	0%-70%	0%-75%
<b>Co- Investment Options</b>	Yes, prepared to	No, on my own			

Property Investment Agreed upon Strategy for the Investment term

<b>Description Investment objectives</b>	1. <b>Investment Amount:</b> On Sale/Buy to Sell (Flips) Products R _____ Buy to Let/ Recovery Products R _____			
	2. (Own Words) _____			
	3. Own Words) _____			
	4. As per Attached Wealth Assist Investment Plan and strategy and as amended between the parties from time to time.			
<b>Returns</b>	<b>Minimum Targeted Annual Returns</b>	<b>% to</b>	<b>%</b>	
<b>Instruction Returns</b>	Pay out all returns from my investments	Re – Invest all my returns from investments	Pay as per Investment Plan	I
<b>Instruction Returns</b>	Re- Invest ___ % of Capital Growth Returns	Re- Invest ___ % of Monthly Returns	Pay as per Investment Plan	I

Signed on \_\_\_ day of \_\_\_ 20\_\_\_ Real Estate Investor Signature: \_\_\_\_\_ Witness \_\_\_\_\_

## ANNEXURE B1

# INSTRUCTION TO INVEST TRUST MONEYS

*(In respect of a conveyancing transaction)*

*Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014)*

To: VAN ZYL KRUGER INC  
Attorneys, Notaries & Conveyancers  
Bellville

**MANDATE BY ME:** \_\_\_\_\_

ID / REG NO. \_\_\_\_\_

**TO: PROPERTY ASSIST (PTY) LTD** REG NO 2012/219280/07

**OF:** Tygervalley Healthcare Centre Unit 610 – 613, 43 Old Oak Road, Tygervalley, Bellville, Cape Town, South Africa

I/We the undersigned, grantor of the above mandate dated \_\_\_\_\_ in anticipation of a sale being concluded as envisaged in such mandate hereby confirm my/our instructions to VAN ZYL KRUGER INC to open a General Investment Account and invest with a financial institution all funds paid to VAN ZYL KRUGER INC by me/us on account of the potential property investment purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014);
3. In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund;
4. the interest which accrues on such General investment Account is to be for the company/close corporation/my benefit and is to be paid to me/us/it into the bank account indicated in the attached Personal Information document, after deducting your professional fee and costs for administering the investment (as per the said mandate), as soon as possible after the date of registration of the above-mentioned transaction;
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.
7. I am aware that the aforesaid account can only be opened upon me providing the said attorney with the documentary proof required in terms of the finance Intelligence Centre Act.

\_\_\_\_\_  
**PURCHASER/S**

**DATE:** \_\_\_\_\_

**PERSONAL INFORMATION**

Full name: \_\_\_\_\_

Identity no/Registration no: \_\_\_\_\_

Income tax no: \_\_\_\_\_

South African resident (yes/no): \_\_\_\_\_

Physical address:	

Postal address:	

Tel no (incl. area code):	
Fax no (incl. area code):	
Balance to:	
Bank Name:	
Account no:	
Branch no:	

\_\_\_\_\_  
**MANDATOR/S**

**DATE:** \_\_\_\_\_

**ANNEXURE B2**

# AUTHORITY TO INVEST

FORM NO 1 BELOW FOR INDIVIDUALS OR FORM NO 2 FOR ENTITIES:

## 1. INDIVIDUAL - FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE

Client name: \_\_\_\_\_ ID Number: \_\_\_\_\_

Passport Number: \_\_\_\_\_

Are you subject to any foreign tax laws? Yes / No

If the answer to the above question is "Yes", please complete the following:

Country from which that tax law(s) originate(s)	Tax identification number
1 _____	_____
2 _____	_____
3 _____	_____

Do you hold citizenship in more than one country? Yes / No

If the answer to the above questions is "Yes", please specify which countries:

### Countries of citizenship

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

3. \_\_\_\_\_ Country of Birth: \_\_\_\_\_

Location of majority of your assets (if located outside of South Africa): \_\_\_\_\_

### Declaration

I acknowledge that I have fully and truthfully answered all questions and responded to request for the information and confirm that the above is true and correct.

\_\_\_\_\_  
**CLIENT**

\_\_\_\_\_  
**DATE**

OR

**2. - ENTITY - FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE**

Client name: \_\_\_\_\_

Registration Number:  
\_\_\_\_\_

Are you subject to any foreign tax laws? Yes / No

If the answer to the above question is " Yes", please complete the following:

**Country from which that tax law(s) originate(s)**                      **Tax identification number**

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

3. \_\_\_\_\_ 4. \_\_\_\_\_

5 \_\_\_\_\_

Location of majority of your assets (if located outside of South Africa): \_\_\_\_\_

**Declaration**

I confirm that I am duly authorised by the abovementioned entity to complete this form and provide all information and documentation.

Signed at: \_\_\_\_\_ On: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
(Place) (Day) (Month) (Year)

Signature 1: \_\_\_\_\_ Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Signature 1: \_\_\_\_\_ Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Signature 1: \_\_\_\_\_ Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

**Note:** Additional individual FATCA questionnaires must be completed for the below associated parties of the entity:

- Shareholders with a shareholding of more than 25%
- Mandated officials
- All directors or members or trustees



## **REAL ESTATE INVESTMENT FACT SHEET**

### **THIS FACT SHEET IS ONLY APPLICABLE TO THE FOLLOWING REAL ESTATE INVESTORS:**

- Investors who have signed a Discretionary Real Estate Investment Mandate with the Discretionary Real Estate Originator, Real Estate Assist, a subsidiary of the Assist Group SA (hereafter referred to as “Assist Group SA”) to manage and deal with his/her/its Individual Real Estate Investments as per the framework approved by the Individual Real Estate Investor; or
- Natural or Juristic persons interested to invest directly in Real Estate investments; or
- Any investor who has been registered and accredited by Wealth Assist or its Ambassadors

This document is directed to specific Real Estate Investors who has vested established relationships and direct association with Assist Group SA.

This document and the principles contained herein is not for public use, consumption or disclosure and may not be shared with third parties without written authorisation from the Assist Group SA.

Please notify at [invest@wealth-assist.co](mailto:invest@wealth-assist.co) if you have received an unauthorised copy of this document, please discard and do not act upon it.



# ASSIST GROUP REALTY SOLUTIONS

## EXECUTIVE SUMMARY

Individual directly owned short and medium Real Estate Investment Opportunities, originated, and managed by Assist Group SA within the impaired/distressed residential, commercial, and industrial Real Estate sectors in South Africa.

## OVERVIEW

### VALUATION METHODOLOGY AND STANDARD

Valuations are prepared in accordance with the International Valuation Standards Committee requirements as adopted by the South African Council for the Real Estate Valuers Profession and the South African Institute of Valuers.

### LOAN TO VALUE

The Credit and Risk Committee can approve Real Estate transactions not exceeding 75% (Seventy Five Percent) of market value, all cost inclusive, except investment origination fees or mortgage bond registration costs.

### SECURITY & RISK MITIGATION

Non-exhaustive features and services:  
In house facilitations of registration and perfecting of securities; Flow of Real Estate Investor and Real Estate Owner funds through attorney's trust accounts covered by fidelity fund insurance; Real Estate, Owner, and Transactional due diligence by professional team; Contractual predetermined returns; Life Insurance coverage on Real Estate Investors and Owners; Rental deposits for 3 months held in trust where applicable (More detailed Risk Mitigation Document available on request).

### REAL ESTATE DUE DILIGENCE

Non-exhaustive procedures:  
Structural Real Estate inspection; Compliance certificates; Maintenance; Building plans; Rates clearance; Title deeds; Bond cancellation

### OWNER DUE DILIGENCE

Non-exhaustive procedures:  
FICA; Credit reports; Affordability assessment; Solvency; Transaction exit; Feasibility; Transaction risk rating; Return on investment

### TARGETED ANNUAL RETURN ON INVESTMENT RANGES

	Buy to Let	Buy to Sell
Receivable Monthly	Prime +3% to 7%	N/A
Receivable with Sale	5% to 9%	Prime +7% to 12%
Receivable Total	Prime + 8% to 16%	Prime + 7%-12%

### COMMENCEMENT DATE

On signature of the Discretionary Investment Mandate and Annexures, payment of the cash contribution and or the mortgage bond pre-approval from the bond originator.

### MANDATE TERM, EXIT STRATEGY & NOTICE PERIOD

**Initial Investment Term:**  
Signature of the Mandate to completion of the First Transaction entered into.  
**Second Term:** Thereafter a minimum Term of 3 years.  
**Option to renew:** 12 months minimum period.  
**Notice Period:** 6 months' notice period prior to end of term  
**Unanticipated Exit:** Notice can be given in extreme cases where Real Estate Investor requires to exit due to special circumstances and cancellation terms as the Discretionary Real Estate Originator may reasonably determine.



# KEY FEATURES

## REAL ESTATE INVESTMENT MANAGER

The manager will be appointed by Assist Group SA and will be responsible for:

- Allocating Real Estate Investments originated by Assist Group to Real Estate Investors within their approved mandate and framework;
- Providing Real Estate Investment Reports to Real Estate Investors, received from Assist Group SA on a quarterly basis.
- Managing of the Real Estate Investors general queries;
- Review payments made in accordance with the transaction guidelines and contractual terms;
- Transactions audited on completion.

## ORIGINATION AND RISK COMMITTEE

Assist Group SA will promulgate an Origination and Risk Committee which will consist of at least 3 to 8 members, consisting of professionals in their respective fields, to approve the opportunities originated.

## INVESTMENT AND RISK COMMITTEE

An Investment and Risk Committee will also be promulgated consisting of members from both Assist Group SA and the Real Estate Investment Manager to approve the originated opportunities in accordance with the approved mandate.

## MINIMUM CAPITAL COMMITMENT

Real Estate Investors are required to commit to a minimum of:  
R 100 000 cash; or  
R 500 000 mortgage bond.

## TARGETED REAL ESTATE INVESTMENTS

Assist Group SA originates Real Estate Investment in the impaired real estate market in accordance with the Discretionary Mandate, by matching Real Estate Investors that require an above market related return with:

- Buy to Let: Real Estate Owners who has a proven stable income and the ability repurchase their Real Estate at a contractually pre-determined return from the Real Estate Investor, with monthly rental payments.
- Buy to Sell: Real Estate Owners who require time to maximize the proceeds from the sale at a market related value, through making improvements to the Real Estate to increase value, without monthly rental payments.

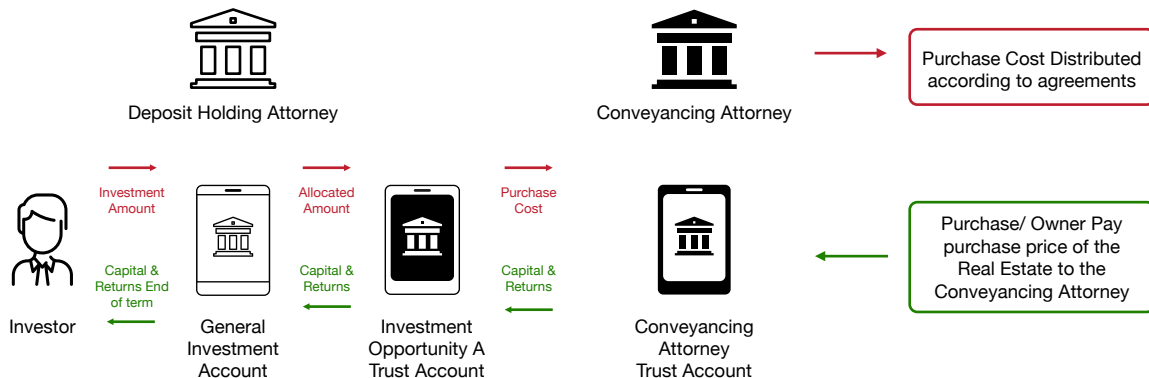
## REAL ESTATE INVESTMENT OBJECTIVES

Real Estate Investors are provided a strategic plan by the Discretionary Real Estate Originator to reach their Real Estate investment objectives and will confirm in writing that they have discussed and understood the strategy.

## RISK RELATED TO REAL ESTATE INVESTMENT

Assist Group SA hereby discloses to the Real Estate Investor that there are various risk factors involved in investing in local Real Estate investment opportunities due to fluctuations in economy, laws of the country, economic market down turns, Real Estate cycles and political unrest and more. The past performance of any investment is not necessarily a guide to future returns.

## FLOW OF FUNDS



Assist Group hereby discloses to the Real Estate Individual Real Estate Investor that there are various risk factors involved in investing in local Real Estate investment opportunities due to fluctuations in economy, laws of the country, economic market down turns, Real Estate cycles and political unrest and more. The past performance of any investment is not necessarily a guide to future returns.

# ASSIST GROUP OVERVIEW

## WHO WE ARE

The Assist Group proposition include providing direct impact Real Estate investment opportunities to Real Estate Investors entering the Real Estate ladder, HNWI and institutional investors, that is procured by unlocking equity in real estate owned by applicants, also assisting mortgage bond providers to take the impaired assets off their balance sheets through a willing buyer willing seller mechanism. The services provide are intra alia: asset and real estate management, owner rehabilitation and training, refinance and/or disposal of said real estate assets and administrative related functions.

Through its operating subsidiaries, we provide comprehensive property-related services throughout the entire real estate investment value chain. To implement a strategy at scale, solutions are built around leveraging off of sound, experienced and existing experts as power partners and professional associates and industry service providers within a strong corporate governance framework, which is executed and managed on digital platforms.

## A DIFFERENTIATED INVESTMENT APPROACH

Our disciplined and differentiated origination and investment strategy across the South African impaired Real Estate market provides flexibility through economic and real estate cycles, to achieve attractive risk-adjusted returns. This document outlines the proposed investment opportunities and objectives which is under pinned by medium-term investment horizon into direct property. Our products and services are aimed at value realization and impact, while mitigating risk for investor and Real Estate owners. We aim to bank and extract value from the Real Estate assets itself and bring our proven and tested turnkey solutions to the both the owners and their property.

## RICH DEAL FLOW AND IMPACT

The focus on the corporate market required to unlock equity from real estate assets, which is a highly stable asset class, is combined with flexibility to shift into Real Estate development, within geographies, as risk-reward dynamics evolve over cycles. Numbers of Real Estate owners in need of assistance, will increase drastically with projected loss of employment and reduction of income in the short-term. Certain income reductions and losses will not be recouped and be of a permanent nature, whilst debts and financial obligations will remain.

## PROVEN TRACT RECORD

We conduct due diligence on both the Real Estate and owner, assessing the risk, market, legal, financial and maintenance optimisation. Our depth of experience, insight and understanding makes us the preferred partner for investors seeking to develop sustainable alternative Real Estate portfolio's. We have a proven track record in direct impaired real estate origination, management and exits.

## HISTORICAL PERFORMANCE

Due to the confidential nature of Real Estate transactions, the specific historical performance of individual transactions cannot be publicly disclosed without the Real Estate owners and investors' permission.

Assist Group can however confirm that most of the management team have a proven track record during the last 7-year period, creating, validating, and improving the offering and products. Our services, focused on the impaired Real Estate market, through entities preceding the current structure:

1. completed more than 240 property-related transactions.
2. the cumulative value of transactions was approximately. R 183 million.

## THE TEAM

The Assist Group Team has more than 100 years of combined experience in Real Estate origination and investment opportunities.

This experience includes exposure to Real Estate in the residential, commercial, and industrial sectors including impaired property, developments, financial management, Real Estate management, Real Estate sales, bond origination, software, and marketing.

The team also has significant experience in management of private equity funds both in representation of investors and in governance roles.

For more information please contact Assist Group  
on +27 (21) 201 5344