

(2) 'n Bate wat soos in subreël (1) bedoel deur 'n bankinstelling verkoop is, moet ondanks sodanige verkoping, deur die bankinstelling as 'n bate onderworpe aan 'n terugkoop-ooreenkoms aangegee word (teen die waarde waarteen die bate voor die verkoop daarvan in die staat van die bankinstelling verskyn het) in die staat en opgawe wat ingevolge, onderskeidelik, paragrawe (b) en (c) van artikel 13 (1) van die Wet deur hom verstrekk moet word.

(3) 'n Bate wat deur 'n bankinstelling van 'n ander persoon aangekoop is onderworpe aan 'n ooreenkoms ingevolge waarvan die bankinstelling verplig is om daardie bate, of enige ander bate van 'n soortgelyke tipe, op 'n toekomstige datum aan daardie persoon terug te verkoop, moet deur die bankinstelling as sodanige bate getoon word teen die waarde waarteen die bate aangekoop is, in die toepaslike opgawes en die staat wat ingevolge, paragrawe (a), (b), en (c) van artikel 13 (1) van die Wet deur hom verstrekk moet word.

3. Ondanks die bepalinge van reël 2 (1) is 'n bank verplig om, met betrekking tot die leningsverpligtings bedoel in daardie reël, aan die bepalinge van, onderskeidelik, artikels 16 (1) en 17 (1) van die Wet te voldoen—

(a) slegs met ingang van die datum van die sertifisering, ingevolge artikel 13 (1) (a) van die Wet, van die opgawe wat ingevolge laasgenoemde artikel ten opsigte van Mei 1990 deur hom verstrekk word; en

(b) slegs in die mate wat die bedrag van sodanige leningsverpligtings die bedrag oorskry van verpligtings wat voortgespruit het uit ooreenkomste, bedoel in reël 2 (1), wat aan die einde van Februarie 1990 uitstaande was en as sodanig aangegee is in die maandopgawe van BW-Vorm 7 wat ten opsigte van Februarie 1990 deur hom aan die Registrateur verstrekk is.

4. By die toepassing van artikels 16 (1) en 17 (1) van die Wet kan 'n bank van, onderskeidelik, sy kort-, middel- en langtermyn-verpligtings die bedrag aftrek—

(a) van sy ooreenstemmende tipes verpligtings, bedoel in reël 2 (1), ten opsigte van bates wat ingevolge 'n ooreenkoms bedoel in daardie reël deur hom aan die Suid-Afrikaanse Reserwebank of die Korporasie vir Openbare Deposito's verkoop is en wat ingevolge genoemde ooreenkoms deur die bank teruggekoop staan te word;

(b) waarteen hy 'n bate, wat bestaan uit 'n gereedelik bemerkbare rentedraende sekuriteit, van enige persoon aangekoop het onderworpe aan 'n ooreenkoms ingevolge waarvan die bank daardie bate of 'n bate van 'n soortgelyke tipe op 'n datum in die ooreenkoms bepaal aan die persoon van wie dit aangekoop is, staan terug te verkoop: Met dien verstande—

(i) dat die bate aldus deur die bank aangekoop, op dieselfde datum waarop dit aldus aangekoop word deur die bank aan 'n ander persoon verkoop word, teen 'n prys wat wesenlik ooreenstem met die prys deur die bank vir genoemde bate betaal, onderworpe aan 'n ooreenkoms ingevolge waarvan die bank daardie bate of 'n bate van 'n soortgelyke tipe van genoemde ander persoon staan terug te koop op dieselfde datum waarop die bank daardie bate of 'n bate van 'n soortgelyke tipe aan die in hierdie paragraaf eersgenoemde persoon staan terug te verkoop ingevolge die in hierdie paragraaf eersgenoemde ooreenkoms; en

(2) An asset which has been sold by a banking institution as contemplated in subrule (1) shall, notwithstanding such sale, be shown by the banking institution as an asset subject to a repurchase agreement (at the value at which the asset appeared in the statements of the banking institution prior to the sale thereof) in the statement of return which it is in terms of paragraphs (b) and (c), respectively, of section 13 (1) of the Act required to furnish.

(3) An asset purchased by a banking institution from any other person subject to an agreement in terms of which the banking institution is obliged to resell that asset, or any other asset of a similar type, to that person at a future date, shall be shown by the banking institution as such an asset, at the value at which the asset was purchased, in the applicable returns and the statement which it is in terms of paragraphs (a), (b) and (c) of section 13 (1) of the Act required to furnish.

3. Notwithstanding the provisions of rule 2 (1) a bank shall, in respect of the loan obligations referred to in that rule, be obliged to comply with the provisions of section 16 (1) and 17 (1), respectively, of the Act—

(a) only with effect from the date of certification, in terms of section 13 (1) (a) of the Act, of the return furnished by it in respect of May 1990, in terms of the last-mentioned section; and

(b) only to the extent to which the amount of such loan obligations exceed the amount of obligations which arose from agreements, referred to in rule 2 (1), which were outstanding as at the end of February 1990 and were reflected as such in the monthly return of BA Form 7 furnished by it to the Registrar in respect of February 1990.

4. For the purposes of sections 16 (1) and 17 (1) of the Act a bank may deduct from its short-, medium- and long-term liabilities, respectively, the amount—

(a) of its corresponding types of liabilities, referred to in rule 2 (1), in respect of assets sold by it, in terms of an agreement referred to in that rule, to the South African Reserve Bank or the Corporation for Public Deposits and which are in terms of the said agreement to be repurchased by the bank;

(b) at which it purchased an asset, consisting of a readily marketable interest-bearing security, from any person subject to an agreement in terms of which the bank is to resell that asset or an asset of a similar type, on a date stipulated in the agreement, to the person from whom it was purchased: Provided—

(i) that the asset so purchased by the bank is on the same date on which it is so purchased, sold by the bank to any other person, at a price materially corresponding with the price paid by the bank for the said asset, subject to an agreement in terms of which the bank is to repurchase that asset or an asset of a similar type from the said other person on the same date on which the bank is to resell that asset or an asset of a similar type to the person first-mentioned in this paragraph in terms of the agreement first-mentioned in this paragraph; and

(ii) dat die termyn waarbinne die bate of 'n bate van 'n soortgelyke tipe deur die bank aan die in hierdie paragraaf eersgenoemde persoon staan terugverkoop te word ingevolge die aldus eersgenoemde ooreenkoms, ooreenstem met die termyn van die tersaaklike tipe verpligting; en

(c) waarteen hy 'n bate van die soort bedoel in paragraaf (b) van enige persoon aangekoop het, welke bate deur die bank aldus aangekoop en oor beskik is ingevolge 'n reeks ooreenkomste wat nie in alle opsigte ooreenstem met die reeks ooreenkomste beskryf in paragraaf (b) nie, maar welke ooreenkomste—

(i) uiteindelik dieselfde ekonomiese resultate bewerkstellig as die reeks ooreenkomste beskryf in paragraaf (b); en

(ii) deur die Registrateur vir die doeleindes van hierdie paragraaf goedgekeur is.

5. Ondanks andersluidende bepalings van hierdie Reëls, mag die totale bedrag van die leningsverpligtings, bedoel in reël 2 (1), van 'n diskontohuis, minus die totale bedrag wat ingevolge reël 7 van sy verpligtinge teenoor die publiek afgetrek kan word, nie te eniger tyd die totale bedrag oorskry nie van sodanige leningsverpligtings uitstaande op 28 Februarie 1990, soos verminder ingevolge paragraaf 4 van Proklamasie No. 2730 van 24 Desember 1986, en as sodanig aangegee in die tersaaklike opgawe deur die diskontohuis aan die Reserwebank verstrek.

6. Ondanks die bepalings van reël 2 is 'n diskontohuis—

(a) met betrekking tot sy leningsverpligtings wat voortspruit uit die verkoop van bates deur hom ingevolge 'n ooreenkoms bedoel in reël 2 (1), tot die totale bedrag van sodanige leningsverpligtings van die bepalings van artikel 22 (2) van die Wet vrygestel;

(b) met betrekking tot 'n bate wat ooreenkomstig die bepalings van reël 2 (2) as sodanig aangegee word, tot die omvang van die waarde van sodanige bate soos bedoel in daardie reël van die bepalings van artikel 22 (1) van die Wet vrygestel; en

(c) met betrekking tot bates wat nie van die tipes bedoel in artikel 22 (1) van die Wet is nie en wat ingevolge 'n ooreenkoms bedoel in reël 2 (3) deur hom aangekoop is, tot 'n bedrag gelyk aan die Waarde van daardie bates van die bepalings van artikel 22 (1) van die Wet vrygestel.

7. By die toepassing van artikel 15 van die Wet kan 'n diskontohuis van sy verpligtinge teenoor die publiek, bedoel in paragraaf (b) van daardie artikel, aftrek—

(a) die bedrag waarteen hy so 'n bate soos bedoel in reël 4 (b) *mutatis mutandis* onderworpe aan 'n in daardie reël eersgenoemde ooreenkoms aangekoop het, en die bepalings van paragraaf (i) van die voorbehoudsbepaling by daardie reël is *mutatis mutandis* van toepassing op so 'n aankoop van so 'n bate; en

(b) die bedrag waarteen hy 'n bate van die soort bedoel in paragraaf (a) aangekoop het, welke bate deur die diskontohuis aldus aangekoop en oor beskik is *mutatis mutandis* soos beoog in reël 4 (c).

(ii) that the term within which the asset or an asset of a similar type is to be resold by the bank to the person first-mentioned in this paragraph in terms of the agreement so first-mentioned, corresponds with the term of the relevant type of liability; and

(c) at which it purchased an asset of the kind referred to in paragraph (b) from any person, which asset has been so purchased and disposed of by the bank in terms of a series of agreements which do not in all respects correspond with the series of agreements described in paragraph (b) but which agreements—

(i) ultimately accomplish the same economic results as the series of agreements described in paragraph (b); and

(ii) have been approved by the Registrar for the purposes of this paragraph.

5. Notwithstanding anything to the contrary contained in these Rules, the aggregate amount of the loan obligations, referred to in rule 2 (1), of a discount house, less the aggregate amount which may in terms of rule 7 be deducted from its liabilities to the public, may not at any time exceed the aggregate amount of such loan obligations outstanding at 28 February 1990 as reduced in terms of paragraph 4 of Proclamation No. 2730 of 24 December 1986, and reflected as such in the relevant return furnished by the discount house to the Reserve Bank.

6. Notwithstanding the provisions of rule 2, a discount house shall—

(a) in relation to its loan obligations arising from the sale of assets by it in terms of an agreement referred to in rule 2 (1), be exempt, to the aggregate amount of such loan obligations, from the provisions of section 22 (2) of the Act;

(b) in relation to an asset shown as such in accordance with the provisions of rule 2 (2), be exempt, to the extent of the value of such asset as contemplated in that rule, from the provisions of section 22 (1) of the Act; and

(c) in relation to assets which are not of the types referred to in section 22 (1) of the Act and which have been purchased by it in terms of an agreement referred to in rule 2 (3), be exempt, to an amount equal to the value of those assets, from the provisions of section 22 (1) of the Act.

7. For the purposes of section 15 of the Act a discount house may deduct from its liabilities to the public, contemplated in paragraph (b) of that section—

(a) the amount at which it purchased such an asset as is contemplated in rule 4 (b) *mutatis mutandis* subject to an agreement first-mentioned in that rule, and the provisions of paragraph (i) of the proviso to that rule shall *mutatis mutandis* apply to such purchase of such asset; and

(b) the amount at which it purchased an asset of the kind referred to in paragraph (a), which asset has been so purchased and disposed of by the discount house *mutatis mutandis* as contemplated in rule 4 (c).

8. 'n Bate bedoel in reël 2 en wat 'n likwiede bate is soos omskryf in artikel 1 van die Wet, geld, ondanks andersluidende bepalings van hierdie Reëls, by die toepassing van artikel 17 (1) van die Wet as 'n likwiede bate vir die bank wat die besit daarvan het.

9. Hierdie Reëls tree in werking op die datum van die afkondiging daarvan in die *Staatskoerant*.

8. An asset referred to in rule 2 and which is a liquid asset as defined in section 1 of the Act shall, notwithstanding anything to the contrary contained in these Rules, for the purposes of section 17 (1) of the Act rank as a liquid asset in the hands of the bank having possession thereof.

9. These Rules shall come into operation on the date of publication thereof in the *Gazette*.

INHOUD

No.

Bladsy
No. Koerant
No.

GOEWERMENSKENNISGEWING

Suid-Afrikaanse Reserwebank

Goewermenskennisgewing

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