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TO ALL HEADS OF NATIONAL AND PROVINCIAL DEPARTMENTS AND PROVINCIAL ADMINISTRATIONS

ADJUSTMENT OF HOUSING ALLOWANCE FOR EMPLOYEES IN THE PUBLIC SERVICE

1. The Minister for Public Service and Administration has in terms of section 3(5)(a) of the Public Service Act, 1994, as amended, read with clause 4.1 of Public Service Coordinating Bargaining Council (PSCBC) Resolution 4 of 2010, as well as clause 7.1.8 of PSCBC Resolution 2 of 2004, read with paragraph 5 of Part 3 of the Determination on Housing determined that with effect from 1 July 2010 –
 - (a) the housing allowance be increased from R500-00 to R800-00 per month; and
 - (b) the rental payable in respect of State Housing be increased from R500-00 to R800-00 per month.
2. A copy of the amended Determination on Housing Allowance is attached for ease of reference.
3. Please note that **additional** expenditure incurred as a result of implementing this Determination, must be defrayed from the existing departmental budget allocations.

for
[Signature]
DIRECTOR-GENERAL

DATE: *02-11-2010*



DETERMINATION ON HOUSING

JULY 2010

**MADE BY THE
MINISTER FOR THE PUBLIC SERVICE AND ADMINISTRATION**

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PART 1: GENERAL

1. INTRODUCTION

1.1 This Determination covers the following -

1.1.1 the Housing Allowance as contained in clause 7.1 of Public Service Coordinating Bargaining Council (PSCBC) Resolution 2 of 2004 and clause 12 of PSCBC Resolution 1 of 2007:

1.1.2 State and Other Housing as contained in Part XVI of Annexure B to PSCBC Resolution 3 of 1999, Res. 3 of 2002 and clauses 7.1.8 and 7.1.9 of PSCBC Resolution 2 of 2004; and

1.1.3 the State Guarantee Scheme are contained in the policy and procedure manual regulating the State Guarantee Scheme, read with clause 7.1.15 of PSCBC Res. 2 of 2004.

1.1.4 The Housing Allowance as contained in clause 4 of Public Service Coordinating Bargaining Council (PSCBC) Resolution 4 of 2010

1.2 The purpose of this Determination is to -

1.2.1 with the exception of clause 7.1.12, give effect to the remainder of clause 7.1, as contained in PSCBC Resolution 2 of 2004 with effect from 1 January 2005;

1.2.2 give effect to the implementation of clause 12.1 of PSCBC Resolution 1 of 2007;

1.2.3 give effect to and integrate the above-mentioned provisions as far as possible in a single determination. It should, however, be borne in mind that the policy and procedure on the State Guarantee Scheme is being issued under the auspices of the Minister of Finance. This Determination will therefore only contain a reference to the latter scheme for ease of reference; and

1.2.4 introduce procedures to facilitate access to the Housing Allowance Scheme and a mechanisms to validate applications for the said allowance.

2. SCOPE

This Determination is applicable to employees employed in terms of the Public Service Act, 1994, as amended, and who fall within the scope of the Public Service Co-ordinating Bargaining Council.

3. AUTHORISATION

This determination is made in terms of section 3(3)(c), read with section 5(4), of the Public Service Act, 1994, as amended, by the Minister for the Public Service and Administration.

4. COMMENCEMENT

This Determination commences on 1 January 2005. The Housing Allowance and rental for State Housing are adjusted with effect from 1 July 2010 as per this revised Determination.

5. INTERPRETATION

5.1 Unless the context indicates, any word or expression to which a meaning has been assigned in the Public Service Act, 1994 as amended, bears that meaning, and-

5.1.1 "immediate family", in respect of an employee means the employee's-

(a) spouse; and/or

(b) dependent child(ren);

5.1.2 "spouse"¹ means a person or persons registered with the Employer as the lawful husband or wife (wives) or life partner (including same sex life partner) by the employee at the time of use of the benefit, worker compensation or work facility: Provided that an employee: -

(a) may register all spouses entered into under customary or indigenous law with the Employer;

(b) may register only one life partner at a time with the Employer;

(Note: In terms of the registration of only 'one life partner at a time' employees should be aware that if a new domestic partnership is established, i.e. replacement of one registered life partner with another, the onus is on the employee to terminate the registration of the previous life partner and follow the registration process in respect of the new life partner.)

(c) who has (a) spouse(s) registered with the Employer in terms of the recognition of Customary Marriages Act, 1998 and the Marriages Act, 1961, may not register a life partner with the Employer;

¹ Circulars 1/6/1 dated 2 August 2002 regarding the *Definition Of Spouse For Purposes Of Service Benefits, Worker Compensation And Worker Facility* and circular 1/6/1 dated 4 December 2004 regarding the *Registration of Spouses/Life Partners* refer.

6. TRANSITIONAL ARRANGEMENTS

6.1. TRANSITIONAL MEASURE: PSCBC RESOLUTION 2 OF 2004

- 6.1.1. An employee who is compelled to occupy and rent State Housing in terms of PSCBC Resolution 3 of 1999, read with Part 3 of this Determination could, in terms of the repealed Home Owners Allowance Scheme receive a home allowance on his/her home.
- 6.1.2. Noting that this employee may now receive a Housing Allowance because of the rental agreement on the State House he/she is occupying, such an employee should be allowed to continue to receive the Housing Allowance on his/her home. Such an employee is also eligible to apply for the Housing Allowance in respect of the State House he/she is compelled to occupy.
- 6.1.3. If an employee wishes to apply for the Housing Allowance on the State Housing he/she is compelled to occupy, the housing allowance in respect of his/her home should be terminated.

6.2. TRANSITIONAL MEASURES: PCSBC RESOLUTION 1 OF 2007

- 6.2.1. Noting that phasing-in and review mechanism for the rental payable in respect of State Housing is directly linked to the phasing-in and review mechanism of Housing Allowance, the increase in the rental is also fast-tracked and increased to R800 per month. With due regard to fair process, the Minister for Public Service and Administration has determined that affected employees be served with a notice of the increase in the rental payable on State Housing with effect from 1 January 2008.

PART 2: HOUSING ALLOWANCE SCHEME

1 PURPOSE

- 1.1 The Housing Allowance Scheme is introduced to assist employees with their recurring (monthly) costs of their accommodation. The Housing Allowance is intended to assist employees to get access to owned and rented accommodation.
- 1.2 The Housing Allowance payable in terms of this Scheme is a monthly non-pensionable allowance.

2 REQUIREMENTS FOR ACCESSING THE HOUSING ALLOWANCE

2.1 ELIGIBILITY FOR EMPLOYEES

- 2.1.1 An employee appointed on a full time basis, i.e. permanent or on a fixed-term contract of six months and longer and who receives his/her salary plus benefits, may receive a Housing Allowance if he/she meets the requirements regulating the payment of the said allowance.
- 2.1.2 The Housing Allowance shall be paid -
 - 2.1.2.1 for **one home** only;
 - 2.1.2.2 for **one spouse** only if both spouses are in the employ of the Public Service, unless for operational reasons they are **stationed in different magisterial districts** and occupy and maintain **two separate homes**; and
 - 2.1.2.3 where a number of **independent** employees, having **separate** rental agreements, live in one house, each employee will qualify for the allowance.

2.2 HOUSING TENURE

- 2.2.1 An employee could either own (hereafter referred to as a home owner) or rent (hereafter referred to as a tenant) a home to qualify for the Housing Allowance, provided that s/he meets all the other qualifying requirements set out in this determination.
- 2.2.2 **Home Owner**
 - 2.2.2.1 The home in respect of which the employee applies for a Housing Allowance, must be registered in the employee's name whether alone or with (an)other

co-owner(s), spouse, friend sibling or parent). For this purpose the following tenureships are recognised:

- (a) Title deed. Ownership could be outright or freehold ownership and title deed is obtained when the ownership of the home is transferred into the buyer's name by a conveyancer who prepares and submits the necessary documents to the Deeds Office, where the property is then formally registered in the buyer's name.
- (b) Permission to occupy State or Traditional Land (PTO). This category is *de facto* ownership in areas under the jurisdiction of traditional authorities, mainly in rural areas. A person obtains the permission from the traditional authority to utilise an allocated stand to construct a home on that stand. This permission is granted by means of the issuing of a PTO certificate. Different arrangements apply in the respective provinces.
- (c) Instalment Sale Agreement. This category is deferred ownership and is effected through an instalment sale agreement in terms of which title vests in the seller until the purchaser has paid the final instalment to cover the value of the property.

2.2.2.2 A marriage certificate indicating that a marriage is in community of property or if no such indication, a marriage certificate plus an affidavit declaring that the employee is married in community of property could be accepted for purposes of the payment of the housing allowance. This implies that -

- (a) If the property is registered in the name of the other spouse and not the spouse (employee) who applies for the housing allowance, the employee may, if married in community of property, submit a title deed which is in the name of the other spouse together with a marriage certificate indicating that his/her marriage is in community of property, or if no such indication, a marriage certificate plus an affidavit declaring that his/her marriage is in community of property.
- (b) If a "permission to occupy" certificate is in the name of the other spouse and not the spouse (employee) who applies for the housing

allowance, the employee may, if married in community of property, submit a “permission to occupy” certificate which is in the name of the other spouse together with a marriage certificate indicating that his/her marriage is in community of property, or if no such indication, a marriage certificate plus an affidavit declaring that his/her marriage is in community of property.

- (c) If the rental agreement is in the name of the other spouse and not the spouse (employee) who applies for the housing allowance, the employee may, if married in community of property, submit a the rental agreement which is in the name of the other spouse together with a marriage certificate indicating that his/her marriage is in community of property, or if no such indication, a marriage certificate plus an affidavit declaring that his/her marriage is in community of property.

2.2.2.3. A formal letter from a municipality indicating ownership status is recognised for purposes of the payment of the housing allowance.

2.2.2.4. Property registered in the name of a company, closed corporation and trust are not recognised for purposes of the Housing Allowance.

2.2.3 Tenant

2.2.3.1 An employee applying for the Housing Allowance, as a tenant, must have a valid written rental agreement in his/her name alone or together with (an)other co-tenant(s), e.g. a spouse, friend, sibling or parent for the home he/she occupying.

2.2.3.2 Rental agreements related to the following circumstances are recognised for this purpose:

- (a) Occupational rent as part of a purchase of a home.
- (b) Renting from a private landlord.
- (c) Renting from municipalities.
- (d) Renting from family/friend(s).
- (e) Compulsory occupation of State Housing in terms of PSCBC Res. 3 of 1999.

- (f) Voluntary occupation of Other Housing in terms of a departmental policy contemplated in terms of PSCBC Res. 3 of 1999.

2.2.4 A rental agreement between an employee and his/her spouse, who is the only registered titleholder to the home, to rent the home or part of the home that the employee and his/her spouse is occupying, is not recognised for purposes of the Housing Allowance Scheme.

2.3 OCCUPANCY OF THE HOME

2.3.1 The employee and/or her/his immediate family must occupy the home, in respect of which the Housing Allowance is paid, except if s/he or the immediate family cannot occupy the home temporarily for reasons beyond her/ his/their control.

2.3.2 In respect of employees who receive a home owners allowance in terms of the repealed Home Owners Allowance Scheme, immediate family also includes relatives who rely on the employee for the bulk of their subsistence.

2.3.3 The occupancy requirement is waived in the case of an employee who-

2.3.3.1 has been transferred abroad for official duties, and who can no longer occupy her/his own home as a result thereof; or

2.3.3.2 is performing sessional duties in Cape Town and can not occupy her/his home for the duration of the Parliamentary session; or

2.3.3.3 is compelled to occupy State Housing and cannot occupy her/his own home.

In other words these employees may continue to receive their Housing Allowance, provided that they meet the other requirements set out in this determination.

2.4 LOCATION OF THE HOME

2.4.1 The home in respect of which the employee receives the Housing Allowance must be located within the borders of South Africa.

2.5 BOND/HOME LOAN REQUIREMENTS

2.5.1 An employee who wishes to access the maximum Housing Allowance in terms of the Housing Allowance Scheme as a new home owner on or after 29 September 2004, must hold a bond/home loan at -

- 2.5.1.1 a registered bank (refer to Annexure A for a list of the registered banks with the Reserve Bank); or
 - 2.5.1.2 an National Housing Finance Corporation (NHFC)-funded lender/intermediary (refer to Annexure B for a list of lenders/intermediaries); or
 - 2.5.1.3 a company granting Home Loans (refer to Annexure C for a list).
- 2.5.2 Please note that the lists in Annexures A to C are merely for ease of reference and do not form part of this determination. The lists are not exhaustive and should be checked against details from e.g. the Reserve Bank (<http://www.reservebank.co.za>) and the NHFC <http://www.nhfc.co.za>.

2.6 DOCUMENTARY PROOF

- 2.6.1 Documentary proof to support the requirements is being prescribed in terms of this determination.
- 2.6.2 An employee, who wishes to access the Housing Allowance Scheme, must submit the prescribed documentary proofs with his/her application for a Housing Allowance. Failure to do so or submitting incomplete/invalid documentation may result in the delay/refusal of the application.
- 2.6.3 Please refer to Annexures D to K for the examples of the different types of proof. An example of an abridged rental/lease agreement is also attached at Annexure I for use by employees who only have verbal/informal rental agreements with e.g. family or friends. This agreement could be adapted according to the respective parties' needs. It should be noted that the examples merely serve for the purpose of being examples. Therefore, neither the Minister for the Public Service and Administration nor the Department for Public Service and Administration or the employing department or official in the employ of the aforementioned-
- 2.6.3.1 gives any express or implied representation, guarantee or undertaking as to the appropriateness or legal validity of the content of any of these examples; and
 - 2.6.3.2 accepts any liability for any damages whatsoever arising from or as a result of the use of or reliance on the content of any of these examples.

3 VALUE OF THE HOUSING ALLOWANCE

3.1 GENERAL MEASURES

- 3.1.1 The maximum value of the Housing Allowance payable to all categories of employees who qualify for the allowance, i.e. home owners with/without bonds and tenants is R800 per month with effect from 1 July 2010.
- 3.1.2. The Housing Allowance in paragraph 3.1.1 is a fixed amount and further adjustments, are subject to negotiations.

3.2 BENEFICIARIES OF THE REPEALED HOME OWNERS ALLOWANCE SCHEME

- 3.2.1 The Home Owners Allowance, which an employee received in terms of the repealed Home Owners Allowance Scheme, must be converted with effect from 29 September 2004 into a Housing Allowance in terms of the Housing Allowance Scheme.

3.3 NEW HOME OWNERS ON OR AFTER 29 SEPTEMBER 2004

- 3.3.1 An employee who purchases a home on or after 29 September 2004 by means of a bond/home loan, qualifies for the maximum value of the Housing Allowance.
- 3.3.2 An employee who is appointed on or after 29 September 2004 in the Public Service, and who repays a bond on his/her own home at the time of his/her appointment must for purposes of the Housing Allowance Scheme be deemed to be a new home owner.

3.4 HOME OWNERS WITH PAID-UP OR NO BONDS/HOME LOANS

- 3.4.1 An employee who prior to 29 September 2004 owned a home with a paid-up or no bond/home loan, qualifies for the Housing Allowance of R 100 per month with effect from 1 January 2005.
- 3.4.2 The Housing Allowance of this category of beneficiary is increased to R800 per month and will be subject to review as contemplated in paragraph 3.1.2 above.

3.5 TENANTS

- 3.5.1 An employee, who rents a home, qualifies for the Housing Allowance of R 100 per month with effect from 1 January 2005.
- 3.5.2 The revised Housing Allowance of R800 per month is applicable with effect from 1 July 2010 and is subject to the review process contemplated of this category of beneficiary will be increased to

the maximum value in terms of the phasing-in process referred to in paragraph 3.1.2 above.

4 HOME OWNERS: MEASURES, PROCEDURES AND VALIDATION

4.1 GENERAL MEASURES

4.1.1 When an employee's bond/home loan is being paid-up on the home s/he and/or his/her immediate family is/are occupying, the employer will continue to pay the Housing Allowance for as long as the other qualifying requirements are met.

4.2 PROCEDURES

4.2.1 Beneficiaries of the repealed Home Owners Allowance Scheme

4.2.1.1 An employee who received the home owners allowance in terms of the repealed Home Owners Allowance Scheme on 29 September 2004 does not have to submit an application form to receive the Housing Allowance.

4.2.1.2 The Head of Department should notify such an employee in writing that his/her home owners allowance is converted into the Housing Allowance. A pro forma letter for this purpose is attached at Annexure M. The employee must be requested to confirm his/her details in respect of the home and/or loan details by completing the confirmation form at Annexure N. (This form should accompany the letter referred to above.) The employee must submit proof if applicable and sign the form. The employee must return the form to his/her department.

4.2.2 New Home Owners on or after 29 September 2004

4.2.2.1 A new home owner for purposes of this Scheme is regarded to be an employee who on or after 29 September 2004 whether or not s/he previously participated in the repealed Home Owner Allowance Scheme or the Housing Allowance Scheme -

- (a) buys a home; and
- (b) secures a bond/home loan at an institution referred to in paragraph 2.5 above; and
- (c) have the home registered as described in paragraph 2.2.2.1 above.

4.2.2.2 An employee who buys a new home may apply for the Housing Allowance on the application form at Annexure O.

4.2.2.3 The employee's application must be accompanied with the documentary proof indicated on the application form.

4.2.3 Home Owners With A Paid-up Or No Bonds/Home Loans Before 29 September 2004

4.2.3.1 An employee who, before the inception of the Housing Allowance Scheme on 29 September 2004 -

(b) paid-up his/her bond or home loan, with or without the assistance of the repealed Home Owner Allowance Scheme; or

(c) owns a home with no bond or home loan,

may apply for a Housing Allowance on the application form at Annexure O.

4.2.3.2 The application must be accompanied by the documentary proof indicated on the application form.

5 TENANTS: MEASURES, PROCEDURES AND VALIDATION

5.1 MEASURES

5.1.1 An employee who rents a home will qualify for the Housing Allowance if s/he holds a rental agreement on the home s/he and/or his/her immediate family is/are occupying.

5.1.2 Only written rental agreements will be accepted for purposes of the Housing Allowance Scheme.

5.2 PROCEDURES

5.2.1 An employee with a written rental agreement may apply for the Housing Allowance on the application form at Annexure P.

5.2.2 The application must be accompanied by the documentary proof indicated on the application form.

6 VALIDATION OF ELIGIBILITY FOR THE HOUSING ALLOWANCE

6.1 The decision-making process, whether to approve or decline an employee's application for a Housing Allowance, is supported by a simple validation process. This process comprise of two stages:

- 6.1.1 Stage 1: The documents are verified and contents checked against certain significant features attributed to the documents to be submitted with the employee's application.
- 6.1.2 Stage 2: The cross-checking of information across all the different documents, including the application.
- 6.2 To give effect to this supporting process and to facilitate the decision-making, a sheet has been prepared which could be attached to the application form. The sheet to be used to validate applications for home owners appears at Annexure Q, while the sheet to validate the applications for tenants appears at Annexure R.
- 6.3 The Head of Department may adapt these processes according to own internal administrative arrangements. In doing so it should be ensured that the activities described are carried out effectively and efficiently.
- 6.4 To expedite the decision-making process the Head of Department should authorise a designated employee, preferably at the level of Director or Deputy-director in Corporate Services/the Human Resources Unit or the like to consider and approve applications for the Housing Allowance.

7 GENERAL MEASURES

- 7.1 An employee is obliged to notify his/her department each time in writing of any changes that affects his/her eligibility for the Housing Allowance.
- 7.2 If an employee sells her/his home or terminates her/his rental agreement on her/his home, the payment of the Housing Allowance will stop. The employee may re-apply for the Housing Allowance on the new home s/he purchases or rents.
- 7.3 If an employee fails to inform his/her department of any changes affecting his/her eligibility for the Housing Allowance, the department shall immediately stop the Housing Allowance and recover the monies, which have been over-paid. The department should consider instituting the disciplinary process, if necessary.
- 7.4 **QUALIFYING AND END DATE**
 - 7.4.1 An employee shall start to receive his/her Housing Allowance on the employee's pay date in the month s/he has submitted her/his signed application, including the correct documentary proof required.
 - 7.4.2 The employee's Housing Allowance will stop on the employee's pay date in the month that s/he no longer meets the requirements of the Housing Allowance Scheme.
 - 7.4.3 Noting that departments will be inundated by applications during the implementation phase, the provisions in paragraph 8.4.1,

above will not apply for a transitional period of 12 months, i.e. until the end of 31 December 2005. The qualifying date for the Housing Allowance for the period 1 January 2005 to 31 December 2005, will therefore be the first month in which the employee fully qualifies for the allowance in terms of the eligibility requirements, irrespective of the date on which an employee submits his/her application during this period and the required documentary proof.

PART 3: STATE AND OTHER HOUSING

1 PURPOSE

- 1.1 The purpose of this Part is to integrate and give effect to the provisions regulating State and other Housing as contained in PSCBC Resolution 3 of 1999, read with PSCBC Resolution 3 of 2000 and clauses 7.1.8 and 7.1.9 of PSCBC Resolution 2 of 2004.

2 GENERAL

- 2.1 The provisions of this Part apply if-
- 2.1.1 the employer deems it necessary for an employee to occupy specific housing, i.e. State Housing; and
 - 2.1.2 the employee concerned is not a member of the SANDF, the SAPS and the Department of Correctional Services.
- 2.2 The employer shall require an employee to live only in housing that provides a safe and healthy environment for the employee and where relevant, her or his family.

3 DEPARTMENTAL POLICY

- 3.1 The executing authority may establish a more detailed policy for her or his department, if-
- 3.1.1 she/he negotiates the policy, if necessary; and
 - 3.1.2 the policy is not contrary to any provision of the collective agreements mentioned in paragraph 1.1 above and/or this determination.
- 3.2 The above-mentioned policy must at least set out -
- 3.2.1 the circumstances under which an employee shall be compelled to occupy State Housing; and
 - 3.2.2 the circumstances and conditions under which the executing authority shall provide Other Housing, e.g. the payment of rental, which may be equal to market related rental.

4 RENTAL AGREEMENT

- 4.1 The executing authority must enter into a rental agreement with the employee concerned.
- 4.2 The agreement must stipulate that, if the employee -

4.2.1 no longer needs to occupy the specific housing to carry out her or his work; or

4.2.2 terminates her or his employment in the Public Service,

the employer shall give the employee and/or his family three months' notice to evacuate the housing.

5 RENTAL PAYABLE IN RESPECT OF STATE HOUSING

5.1 An employee who is compelled by the employer to occupy State Housing and is in receipt of the Housing Allowance, shall with effect from 1 July 2010, pay a monthly rental of R800 per month.

6 RENTAL PAYABLE IN RESPECT OF OTHER HOUSING

6.1 The rental payable for Other Housing, i.e. housing other than State Housing, shall be as determined in the relevant departmental policy.

6.2 Such rental may not be less than R800 per month.

7 EMPLOYER AND EMPLOYEE RESPONSIBILITIES

7.1 EMPLOYEE RESPONSIBILITIES

7.1.1 The employee must pay municipal taxes, levies and services for the State or Other Housing.

7.1.2 The employee must uphold the terms and conditions of his/her rental agreement.

7.1.3 The employee must at all times treat and preserve State or Other Housing with respect and in a responsible manner.

7.2 EMPLOYER RESPONSIBILITIES

7.2.1 If the employee must move temporarily out of the housing to permit necessary maintenance work the employer shall -

7.2.1.1 exempt the employee from the payment of his/her rental for the relevant period; and

7.2.1.2 reimburse him/her for the -

(a) expenses related to the transport and storage of personal effects; and

(b) reasonable actual costs of alternative accommodation for the period concerned.

PART 4: STATE GUARANTEE SCHEME

- 1 The State Guarantee Scheme remains in force.
- 2 The State Guarantee Scheme is regulated in terms of the policy and procedure manual, *Guarantee Scheme for Housing Loans for Officials and Employees in the Public Sector* as issued and administered by the National Department of Public Works.

ANNEXURES TO PART 2

ANNEXURE A: LIST OF REGISTERED BANKS

| Registered Banks - Locally Controlled | | |
|---------------------------------------|--|-------------------------------|
| | Institution | Telephone |
| 1 | ABSA Bank Limited | (011) 350 4000 |
| 2 | African Bank Limited | (011) 256 9000 |
| 3 | Capitec Bank Limited | (021) 809 5900 |
| 4 | FirstRand Bank Limited | (011) 282 4000 |
| 5 | Imperial Bank Limited | (011) 879 2000 |
| 6 | Investec Bank Limited | (011) 286 7000 |
| 7 | Marriott Merchant Bank Limited | (031) 366 1111 |
| 8 | MEEG Bank Limited | (043) 702 9600 |
| 9 | Nedbank Limited | (011) 294 0999 |
| 10 | Peoples Bank Limited | |
| 11 | Regal Treasury Private Bank Limited (In liquidation) | (012) 344 4315/(011) 839 3920 |
| 12 | Rennies Bank Limited | (011) 407 2921 |
| 13 | Sasfin Bank Limited | (011) 809 7500 |
| 14 | TEBA Bank Limited | (011) 203-1500 |
| 15 | The Standard Bank of South Africa Limited | (011) 6369111 |

| Registered Banks - Foreign Controlled | | |
|---------------------------------------|---|----------------|
| | Institution | Telephone |
| 1 | Albaraka Bank Limited | (031) 3072972 |
| 2 | Habib Overseas Bank Limited | (011) 8347441 |
| 3 | HBZ Bank Limited | (031) 360-0400 |
| 4 | Islamic Bank Limited (In Final Liquidation) | (011) 484-7860 |
| 5 | Mercantile Bank Limited | (011) 302 0300 |
| 6 | The South African Bank of Athens Limited | (011) 8321211 |

| Registered Branches | | |
|---------------------|------------------------------------|----------------|
| | Institution | Telephone |
| 1 | ABN AMRO Bank N.V. | (011) 685-2000 |
| 2 | Bank of Baroda | (031) 209-0133 |
| 3 | Bank of China Johannesburg Branch | (011) 520-9600 |
| 4 | Bank of Taiwan South Africa Branch | (011) 880-8008 |

| | | |
|----|--|----------------|
| 5 | Barclays Bank Plc, South Africa Branch | (011) 772-7000 |
| 6 | Calyon (trading as Calyon Corporate and Investment Bank) | (011) 448 3300 |
| 7 | China Construction Bank - Johannesburg Branch | (011) 520-9400 |
| 8 | Citibank N.A. | (011) 944-1000 |
| 9 | Commerzbank Aktiengesellschaft | (011) 328 7600 |
| 10 | Deutsche Bank AG | (011) 322-6700 |
| 11 | HSBC Bank plc - Johannesburg Branch | 011 481 4200 |
| 12 | JPMorgan Chase Bank (Johannesburg Branch) | (011) 507 0300 |
| 13 | Société Générale | (011) 448 8400 |
| 14 | Standard Chartered Bank - Johannesburg Branch | 011 217 6600 |
| 15 | State Bank of India | (011) 778 4500 |

| Registered Mutual Banks | | |
|--------------------------------|--------------------|----------------------|
| | Institution | Telephone |
| | GBS Mutual Bank | (046) 6227109 |
| | VBS Mutual Bank | (015) 516 3542/ 4410 |

| Foreign Banks - Representative Offices | | |
|---|--|------------------------------|
| | Institution | Telephone |
| 1 | American Express Bank Limited | 011 721-4196 or 4199 |
| 2 | Banca di Roma | 011 784-7758 |
| 3 | Banco BPI, SA | 011 622-4376/86 |
| 4 | Banco Espirito Santo e Comercial de Lisboa | 011 616-5382/9 |
| 5 | Banco Privado Português, S.A. | (011) 666-1605 |
| 6 | Banco Totta & Açores SA | 011 616-3156/7 |
| 7 | Bank Leumi Le-Israel BM | 011 328 1700 |
| 8 | Bank of America, National Association | 0944 (0) 207 174 4876 |
| 9 | Bank of Cyprus Group | 011 784-3941 |
| 10 | Barclays Private Bank Limited | 011 772-7000 |
| 11 | Bayerische Hypo- und Vereinsbank Aktiengesellschaft | 011 877 0900 |
| 12 | Belgolaise Bank | 011 883-3861 or 011 884 6931 |
| 13 | BNP Paribas Johannesburg | 011 440 3941 |
| 14 | China Everbright Bank, South African Representative Office | 011 784-5689 |
| 15 | Commerzbank AG | 011 328-7600 |
| 16 | Crédit Industriel et Commercial | 011 646-0930/47 |
| 17 | Credit Suisse First Boston (Europe) Limited | 011 505 0003 |
| 18 | Credit Suisse (South Africa) (Pty) Ltd | 021 415 7880 |

| | | |
|----|--|---------------------------|
| 19 | Dresdner Bank AG | 011 380-0600 |
| 20 | Dresdner Kleinwort Wasserstein Limited | 011 380-0600 |
| 21 | Export-Import Bank of India | 011 442 8010 |
| 22 | First Bank of Nigeria | 011 784 9922 & 784 9925 |
| 23 | Fortis Bank (Nederland) N.V. | 011 883-3861/011 884 6931 |
| 24 | Gerrard Private Bank (Isle of Man) Limited | 011 480 1691 |
| 25 | Gerrard Private Bank (Jersey) Limited | 011 480 1698 |
| 26 | Hellenic Bank Limited | 011 783 0155 |
| 27 | ING Bank (Switzerland) Ltd | 011 784 1464 |
| 28 | Kredietbank SA Luxembourgeoise | 021 905 4958 |
| 29 | Laiki Banking Group | 011 263 9880 |
| 30 | Millenium BCP | 011 622-0847/0857 |

Source: <http://www.reservebank.co.za>

ANNEXURE B: NHFC FUNDED LENDERS/INTERMEDIATARIES

| LENDER/INTERMEDIATARY | TELEPHONE NO |
|--|--------------------|
| Greenstart (Pty) Ltd | (012) 460 7722 |
| SouthFin | (011) 706 4797 |
| ABC Cash Plus Ltd | (011) 326 4942 |
| Peulwana Financial Services (Pty) Ltd | (011) 789 7747 |
| Grand Finance Company | (011) 448 2400 |
| Blue Dot Finance Company | (012) 677 8784 |
| Blue Incremental Housing Finance (Pty) Ltd | (012) 348 8088 |
| Agishana Credit Company/Great North Credit Company | (015) 296 2789 |
| Mpumalanga Housing Finance Company | (013) 933 3000 |
| Welisa Finance (Pty) Ltd | (031) 304 6085/6/7 |
| Ithala Bank | (031) 710 7511 |
| Masikeni Credit Corporation | (021) 903 3350 |
| Protea Finance (Pty) Ltd | (021) 481 2700 |
| Sumex Housing Finance | (021) 872 8960 |
| Beehive Financial Services (Pty) Ltd | (013) 235 1695 |

Source: <http://www.nhfc.co.za>

ANNEXURE C: LIST OF COMPANIES GRANTING HOME LOANS

SA Home Loans (PTY) LTD

| REGION | TELEPHONE NUMBER |
|-----------------------|----------------------------|
| Pretoria | (012) 452 2800 |
| Johannesburg | (011) 745 5000 |
| Bloemfontein | (051) 447 2023 |
| Durban | (031) 560 5452 |
| East London | (043) 726 4598 |
| Port Elizabeth | (041) 363 6077 |
| George | (044) 884 0546 OR 874 2534 |
| Cape Town | (021) 417 4100 |

Source: <http://www.sahomeloans.co.za>

**ANNEXURE D : EXAMPLE OF PERMISSION TO OCCUPY (PTO)
CERTIFICATE AND RELATED DOCUMENTS**

KZN (RESIDENTIAL SITE)

Reference No.

PROVINCE OF KWAZULU - NATAL**PERMISSION TO OCCUPY (PTO)**

(Issued under the KwaZulu Land Affairs (Permission to Occupy) Regulations 1994) as amended.

**PERMISSION IS HEREBY GRANTED
TO**

Identity No.
to occupy allotment:
in extent:
in ward:
area / district of :

as will appear from the attach sketch / plan
No.

land usage : **Residential**

The rights, powers, privileges, duties and obligations of the holder and any other person lawfully acquiring any rights in or over the allotment, shall be determined and exercised in accordance with such general and special conditions and with such rules, regulations or laws as are already or may in future be prescribed or be in force in the area in which the allotment is situate.

NB This PTO is a tenure authority only. The holder hereof is not exempt from complying with any other applicable laws and regulations .

DATE: _____

PLACE: ULUNDI

**HEAD : TRADITIONAL AND LOCAL
GOVERNMENT AFFAIRS**

PROVINCE OF KWAZULU-NATAL

ANNEXURE B

(REGULATION 4(c)(i))

KWAZULU LAND AFFAIRS (PERMISSION TO OCCUPY) REGULATIONS, 1994 AS AMENDED

SITE INSPECTION CERTIFICATE

Serial No.

This is to certify that:

1. An inspection in-loco was carried out on.....19.....in respect
of allotment.....
In ward.....
In extent.....

2. The allotment has been allocated to
.....(allottee's full name)
identity/registration No.....
#for.....purpose.

DATE

FOR: SECRETARY FOR AGRICULTURE

FOR:.....TRIBAL
AUTHORITY

delete that which is not applicable
delete if the allotment is in the area of a town planning scheme

PROVINCE OF KWAZULU-NATAL

ANNEXURE A

(REGULATION 2)

**KWAZULU LAND AFFAIRS (PERMISSION TO OCCUPY)
REGULATIONS, 1994 AS AMENDED**

**RECOMMENDATION FOR ISSUE OF PERMISSION TO OCCUPY
.....TRIBAL AUTHORITY**

TO: The District Administrator/Secretary for Traditional & Environmental Affairs

It has been resolved to recommend the allocation to.....
(allottee's name) identity/registration No.....
Of a portion of land/allotment in.....(tribal ward).

You are invited to arrange a site inspection with our representative and the allottee.

DATE:

.....
CHAIRMAN OF TRIBAL AUTHORITY

.....
SECRETARY OF TRIBAL AUTHORITY

PROVINCE OF KWAZULU-NATAL

ANNEXURE C

(Regulation 4(c) (ii))

KWAZULU LAND AFFAIRS (PERMISSION TO OCCUPY)

REGULATIONS, 1994

SKETCH

| | |
|--------------------------|-----------------|
| | |
| | Serial No. |
| Corner point description | Sides in metres |
| A: | AB= |
| B: | BC= |
| C: | |

(draw figure representing the allotment here (below))

The figure
represents allotment:
in ward
area/district of:
in extentsquare metres
.....

DATE:

FOR SECRETARY

FOR TRIBAL AUTHORITY

Copy received by me on

Signature of holder and
Initials

**CONDITIONS RELATING TO THE OCCUPATION OF ALL ALLOTMENTS HELD
UNDER A PERMISSION TO OCCUPY OR DEEMED TO BE SO HELD**

1. The allotment shall not, without prior permission in writing under the hand of the Secretary : Dept. of Traditional and Local Government Affairs be used for any purpose other than that for which its occupation is authorised.
2. The Secretary or any person duly authorised by him, in writing, may at all reasonable times enter upon and inspect the allotment and any buildings thereon for the purpose of ensuring compliance by the holder with the regulations and any conditions applicable or for determining or redetermining the boundaries of the allotment.
3. The right of the holder in or to the allotment or any improvements thereon shall not be transferred, mortgaged, ceded, leased, sub-let or otherwise disposed of except in accordance with such prior approval, in writing, and in such a manner as is or may be lawfully prescribed.
4. Permission granted to occupy the allotment shall not convey ownership therein.
5. The rights of the holder in or to the allotment shall not be liable to execution for any debt other than a debt due under a duly registered mortgage bond or a debt due to the statutory body which has been granted administrative control of the land.
6. The holder shall preserve and maintain the beacons by which the allotment is defined and shall be liable for the cost of repairing or rebuilding any such beacon which has become dilapidated or damaged, and for replacing, in such position as the Secretary directs, any such beacon which has been demolished or lost or misplaced.
7. All roads and thoroughfares being or existing on or over the allotment shall remain free and uninterrupted unless closed or altered by competent authority.
8. This permission shall in no case not specially provided for in the KwaZulu Land Affairs(Permission to Occupy) Regulation or in any other law applicable to the land in question, entitle the holder to compensation from the Government or Ingonyama Trust for any improvements on such land; and such improvements shall, excepts as in the said Regulations or in these conditions otherwise provide, upon the termination of the holder's rights in or to the allotment, or the cancellation of this permission to occupy, become the property of the said Trust without payment of compensation.
9. Any or all of the rights of the holder in or to the allotment may be suspended by the Government or Trust or such rights may be terminated by the Government or the said Trust whenever in its opinion -
 - (a) such rights were granted in error;
 - (b) the land comprising such allotment or any portion thereof is required for the benefit of the State, the Ingonyama Trust or the public.
10. This permission to occupy may in the manner provided in the KwaZulu Land Affairs (Permission to Occupy) Regulations, be cancelled -
 - (a) If the holder
 - * surrenders the allotment
 - * has obtained it by fraud or misrepresentation;
 - * fails to comply with any of the conditions of such permission;
 - * fails for two consecutive years to pay the rent, licence fees or any other moneys due in respect of his occupation of the allotment or any business conducted thereon;
 - (b) upon proof to the satisfaction of the KZN - Provincial Minister of Traditional and Local Government Affairs : -
 - * the allotment is no longer being used for the purpose of bona fide residence, or that it is being used for any unauthorised purpose; or
 - * the holder or any person in his/her employ is acting in any manner prejudicial to the interest of or inconsistent with due allegiance to the State or Ingonyama Trust.
11. The following activities only shall be conducted on the allotment: **residential purposes.**
12. The holder and such of his/her employees as may be necessary to enable him/her to conduct his authorised **residential purposes** and their bona fide households may reside on the allotment, but this privilege may, at any time, be withdrawn on one month's notice, in writing, under the hand of the Secretary or his representative.

ANNEXURE E : EXAMPLE OF A GHOST DEED REPORT

GhostDeed Report
Enquiry by Property

Print Date: 2004/08/23 0

COMMERCIA EXT 9 2669

Search Criteria

Type: Erf
Deeds Office: Pretoria
Township: COMMERCIA EXT 9
Erf: 2669
Portion: 69
Search Date: 2004/08/23 17:12:29
Reference: 1
Requester: LIEZL

Information

Property type: Erf
Portion: 69
Erf: 2669
Township: COMMERCIA EXT 9
Situated at:
Registration division: IR
Province: GAUTENG
Local authority: CITY OF JOHANNESBURG
Previous description:
Diagram deed:
Extent: 806.0000sqm
Street Address: Not Available
GIS Code: T01R01440000266900069
Multiple Owners: No

Owners

Owner 1 of 1

Person type: Association
Name: LETHABONG HOUSING INSTITUTE
ID number: 200000557308
Title deed: T13168/2002
Registration date: 20020205
Purchase price: G/P
Share:
Purchase date: Unknown
Microfilm Reference: 2004 0457 2872
Multiple properties: No
Multiple owners: No

Endorsements

Endorsement 1 of 1

Document: GENERAL PLAN FROM
Description:
Institution: TOWN COMMERCIA EXT 9 ,ERF 2669 ,PRTN 0
Amount: Unknown
Microfilm Reference: No microfilm available

History (None)

End of Report

Report created by Liezib using Ghost

ANNEXURE F : EXAMPLE OF AN INSTALMENT SALE AGREEMENT

INSTALMENT SALE AGREEMENT

1. PARTIES

- 1.1 The parties to this agreement are –
 - 1.1.1; **the seller** and
 - 1.1.2; **the purchaser** whose details appear in item **0** of the schedule attached hereto.
- 1.2 The parties agree as set out below.

2. INTERPRETATION

- 2.1 In this agreement, unless inconsistent with or otherwise indicated by the context –
 - 2.1.1 "**the Act**" means the Alienation of Land Act, No. 68 of 1981;
 - 2.1.2 "**the/this agreement**" means the agreement as set out herein together with the Schedule and all appendices hereto, being a contract as envisaged in Section 6 of the Act;
 - 2.1.3 "**balance of the purchase price**" means the purchase price minus the first payment;
 - 2.1.4 "**business day**" means a day which is not a Saturday, Sunday or South African public holiday;
 - 2.1.5 "**the conveyancers**" means of
 - 2.1.6 "**the exclusive use area**" means the exclusive use area identified as such in item 3.8 of the Schedule, if any;
 - 2.1.7 "**the effective date**" means the date on which the suspensive condition in and 4 below is complied with;
 - 2.1.8 "**the final payment**" means the final payment specified as such in section 2, item 2.1 of the Schedule;
 - 2.1.9 "**the final payment date**" means the date specified as such in item **0** of the Schedule;
 - 2.1.10 "**the first mortgage bond**" means the first mortgage bond registered over the erf/unit as at the signature date, in favour of the person referred to in item **0** of the Schedule;
 - 2.1.11 "**the first payment**" means the first payment specified as such in item 2.4 in the Schedule;
 - 2.1.12 "**the first payment date**" means the first payment date specified as such in item 2.3 of the Schedule;
 - 2.1.13 "**the instalments**" means the monthly instalments specified as such in item 2.9 of the Schedule;
 - 2.1.14 "**the instalment due date**" means the instalment due date specified as such in item 2.5 of the Schedule;
 - 2.1.15 "**the interest rate**" means the fixed interest rate per annum specified as such in item 2.2 of the Schedule;
 - 2.1.16 "**occupation date**" means the date on which the purchaser took *de facto* occupation of the property in terms of this agreement;
 - 2.1.17 "**the parties**" means the seller and the purchaser;
 - 2.1.18 "**the promissory notes**" means the promissory note which will comply substantially with the *pro forma* note contained in Appendix 1 hereto, issued in terms of the provisions of 7.1 by the purchaser to the seller in respect of the purchaser's obligations to make payment of the instalments in terms of the provisions of this agreement;
 - 2.1.19 "**the purchase price**" means the total purchase price specified as such in item 2.1 of the Schedule;
 - 2.1.20 "**the purchaser**" means the person whose details appear from item 1 of the Schedule;
 - 2.1.21 "**registerable**" means capable of being registered as the subject of a separate title deed in a Deeds Registry in that the requirements of any law relating to such registration have been complied with;
 - 2.1.22 "**registered owner**" means the registered owner, as at the signature date, of the land on which the unit is constructed, whose details appear in item 4.1 of the Schedule;
 - 2.1.23 "**SARS**" means the South African Revenue Service;
 - 2.1.24 "**the Schedule**" means the schedule attached hereto;
 - 2.1.25 "**the seller**" means (an individual/a private company duly incorporated in the Republic of South Africa, with registration number

-) acting as agent for the owner of the unit, if item 5 of the Schedule is completed, or acting in its own right, if item 5 of the Schedule is not completed;
- 2.1.26 "the signature date" means the date upon which this agreement is signed by the party signing last in time;
- 2.1.27 "the unit" means the unit identified in item 0 of the Schedule and including any exclusive use area (if any);
- 2.1.28 "VAT" means value-added tax payable in terms of the Value Added Tax Act, No. 89 of 1991;
- 2.1.29 any reference to the singular includes the plural and *vice versa*;
- 2.1.30 any reference to natural persons includes legal persons and *vice versa*;
- 2.1.31 any reference to gender includes the other genders;
- 2.1.32 the clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.1.33 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 2.3 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.4 This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

3 PURCHASE AND SALE

- 3.1 The seller sells the unit to the purchaser who hereby purchases same from the seller on the terms and conditions set out in this agreement.
- 3.2 The seller hereby undertakes to procure that the unit shall be registerable by the date specified in item 0 of the Schedule.

4 SUSPENSIVE CONDITION

- 4.1 This agreement is subject to the purchaser qualifying as a beneficiary with the Provincial Housing Department. The above suspensive condition is only applicable when the purchase price of the unit is being subsidized by the Provincial Housing Board.

5 PAYMENT

- 5.1 The purchaser shall pay the purchase price to the seller at the address specified in item 0 of the Schedule and at the times envisaged in 5.3 below.
- 5.2 The purchase price is exclusive of VAT and shall bear interest as calculated in terms of 6 below.
- 5.3 The purchaser shall pay to the seller –
- 5.3.1 the instalments, the first instalment to be paid by the first payment date, and subsequent instalments to be paid by the instalment due date in each succeeding month thereafter; the
- 5.3.2 final payment by the final payment date; and
- 5.3.3 the VAT calculated on the capital reduction component of each instalment, calculated at the rate of VAT as it applies from time to time and averaged out in respect of all instalments as agreed with SARS.
- 5.4 If the purchaser qualifies for a housing subsidy issued in terms of the Housing Act (Act 107 of 1997), then such subsidy payment shall be applied by the seller for the benefit of the purchaser's account
- 5.4.1 as the last payment in respect of the purchaser's indebtedness to it; and
- 5.4.2 only when the outstanding balance due by the purchaser equals the subsidy amount.
- 5.5 The purchaser is obliged in terms of Section 15(2) of the Act to accept at any time during the currency of this agreement a loan secured by a first mortgage bond over the erf/unit arranged by the seller if that loan is sufficient to cover the payment of all amounts owed by the purchaser to the seller in terms of the agreement as well as the costs of registration of the mortgage bond. The purchaser shall give all such assistance as the Act requires in order to

register the mortgage bond after receiving a written notice from the seller requiring him to accept a loan as contemplated in this clause 5.6

- 5.6 All payments made by the purchaser shall be allocated in the first place to defray the costs, other than the purchase price, for which the purchaser is liable in terms of this agreement, thereafter to defray interest, thereafter to defray VAT on the purchase price and finally, to defray the purchase price.
- 5.7 The purchaser shall at all times be entitled to
- 5.7.1 make any payment before the due date of such payment;
 - 5.7.2 make larger payments than the payments for which this agreement provides;
 - 5.7.3 tender payment of all amounts owing in terms of this agreement to the seller and to claim transfer of the unit against such payment; or
 - 5.7.4 claim transfer of the unit in terms of Section 27 of the Act once he/she has paid at least half the purchase price. If the purchaser exercises his or her rights in terms of this section, the seller shall nevertheless be entitled to exercise any voting rights which attach to the unit at any meeting of the body corporate of the sectional title scheme of which the unit is a part, until the full purchase price has been paid by the purchaser.

6 INTEREST

- 6.1 The balance of the purchase price shall accrue interest at the interest rate. Such interest shall be calculated -
- 6.1.1 from the occupation date on the balance of the purchase price and for the period from that date until the last day of the month in which that date falls;
 - 6.1.2 thereafter monthly in advance on the first day of each successive month on the balance of the purchase price outstanding on the last day of the previous month.
- 6.2 The interest calculated in terms of 6.1 shall be capitalised immediately when it is calculated.

7 PROMISSORY NOTES

- 7.1 The purchaser shall on the effective date issue the promissory notes to the seller in respect of his or her obligations in terms of this agreement to pay the instalments to the seller.
- 7.2 Should the purchaser fail to issue the promissory notes in 7.1, such failure shall constitute a material breach of this agreement and the seller shall be entitled to the remedies set out in 18 below.
- 7.3 The seller shall be entitled to sell the promissory notes to any third party.
- 7.4 The purchaser shall be entitled to make any payment in respect of the promissory notes before the due date of such payment or to make larger payments than the payments for which the promissory notes provide, provided that in such event the amounts of the respective payments to be made from time to time in terms of the promissory notes shall remain unaltered, but the number of payments shall reduce commencing with the last payment to be made in respect of the promissory note.

8 POSSESSION, OCCUPATION, RISK, PROFIT AND LOSS

- 8.1 It is recorded that at the occupation date the purchaser shall be in occupation of the unit.
- 8.2 The risk of profit and loss in respect of the unit will pass to the purchaser on the occupation date.
- 8.3 The purchaser shall, with effect from the occupation date, pay to the seller a levy equal to the participation quota of the unit multiplied by all and any costs of any nature whatsoever actually incurred by the seller in respect of the sectional title scheme of which the unit forms a part, in providing services to that sectional title scheme and in administering that sectional title scheme. In particular, but without limitation, those costs include all and any rates and taxes payable by the seller in respect of the sectional title scheme, and the costs of providing services common to all the occupants of all the units in the sectional title scheme such as lifts, cleaning and air conditioning.
- 8.4 The levy to be paid by the purchaser shall, in respect of each and every month, be based on the seller's estimates of the costs in question. The seller shall, as soon as may be reasonably possible after the end of each and every one of its financial years, cause the actual costs incurred by it to be determined and shall adjust the future levies payable by the purchaser in order to ensure that the levy paid by the purchaser constitutes the participation quota of the unit of the costs actually incurred by the seller (as envisaged in 8.3 above).
- 8.5 In case where erf/unit is not part of a sectional title scheme the purchaser shall, from occupation date, be liable to pay to the seller an amount including (but not necessarily limited to) the rates

and taxes and other imposts levied on the property (including charges for water and electricity consumed, the insurance cover on the property and the costs of maintenance of the property).

- 8.6 The purchaser shall be liable for his or her water and electricity consumption from the occupation date onwards.
- 8.7 The purchaser shall, from the occupation date until the full purchase price is paid, not permit more than the number of people specified as such in item 3.9 in the schedule at any one time to reside in the unit

9 WARRANTIES, REPRESENTATIONS AND GUARANTEES

- 9.1 The unit is sold voetstoets.
- 9.2 The purchaser shall be obliged to accept transfer subject to the conditions, reservations and servitudes affecting the unit.
- 9.3 If upon a re-survey or re-measurement, the extent of the unit is found not to correspond to that set out in this agreement, then neither party shall be entitled to claim for any shortfall or surplus.
- 9.4 The purchaser acknowledges that save for the warranties contained in 9.5 below, no warranties, undertakings or representations whatsoever have been made or given to him by the seller, whether expressly or impliedly.
- 9.5 The seller warrants that: -
- 9.5.1 save for the first mortgage bond, the unit is not encumbered;
- 9.5.2 no notice has been received by the seller of the intention of any authority to expropriate the unit of which the unit forms part or any portion thereof;
- 9.5.3 no legal action has been instituted against the seller and the seller has no knowledge of any contemplated legal action in terms whereof the unit may be attached and transfer may be interdicted;
- 9.5.4 it is entitled to dispose of the unit.

10 RECORDING OF THE AGREEMENT

- 10.1 The seller shall effect a recording of the agreement in terms of Section 20 of the Act and, if it should fail to do so, the purchaser may effect a recording in terms of that section.
- 10.2 Notwithstanding 4 above, this clause shall come into effect on the signature date.
- 10.3 Save for the first mortgage bond, the seller undertakes not to encumber the unit by mortgage bond on or before the date on which the agreement is recorded.

11 COSTS TO BE BORNE BY THE PURCHASER

The purchaser shall be liable for the payment of all costs in connection with –

- 11.1 the credit check of the purchaser in the amount specified as such in item 0 of the Schedule;
- 11.2 the subsidy application in the amount as specified in item 0 in the Schedule.
- 11.3 the drafting of this agreement in the amount specified as such in item 0 of the Schedule;
- 11.4 the recording of this agreement in terms of Section 20 of the Act in the amount specified in 0 of the Schedule;
- 11.5 transfer of the unit to the purchaser in the amount specified as such in item 0 of the Schedule;
- 11.6 the stamp duties payable in respect of the promissory note in the amount specified as such in item 0 of the Schedule.

12 MAINTENANCE AND REPAIR

With effect from the occupation date the purchaser shall at all times keep the unit in a tidy condition and in a proper state of repair.

13 USE AND ENJOYMENT

- 13.1 The purchaser shall at all times -
- 13.1.1 comply with the sectional title rules and building conduct rules of the sectional title scheme in which the unit is situated; and
- 13.2 use the unit only for the occupation of the unit by the purchaser and his/her immediate family, provided that the purchaser may use the unit for any other purpose if it had first obtained the prior written consent of the seller therefore, which consent shall, subject to any applicable zoning laws, not be unreasonably withheld.

13.3 The purchaser shall, from the occupation date until the full purchase price is paid, not permit more than the maximum number of people as specified in item 3.9 of the Schedule, to reside in the property at any one time.

14 IMPROVEMENTS

14.1 The purchaser shall not, under any circumstances, before the purchaser has paid the purchase price in full -

14.1.1 make any improvements to the unit; or

14.1.2 effect any changes to existing improvements on or to the unit.

14.2 The purchaser shall not be entitled to any compensation for improvements made by him to the unit with or without the seller's consent except insofar as his or her rights in this respect are protected by Sections 15(1)(b) and 28(1)(a)(ii) of the Act.

15 INSPECTION

The seller's representative shall at all reasonable times be entitled to enter upon the unit to inspect it or for any purpose connected with the effective execution of this agreement.

16 TRANSFER

16.1 Transfer of the unit shall be effected by the conveyancers against fulfilment by the purchaser of all his or her obligations in terms of this agreement, and after cancellation of the first mortgage bond.

16.2 The purchaser shall, within 5 (five) business days of being called upon to do so by the seller or the conveyancers furnish all such information, attend at the conveyancers, and sign all such documents as may be necessary or required to enable the conveyancers to transfer the unit to him.

17 LEASE OR RESALE

17.1 The purchaser shall not during the currency of this agreement sell, let or otherwise part with possession or occupation of the unit or a part of it without the prior written consent of the seller, which consent may not be unreasonably withheld. It is recorded, for avoidance of doubt, that the seller shall not consent to the sale of the unit or a part of it by the purchaser, if the purchase price has not been paid in full.

17.2 The seller's consent granted in terms of 17.1 above, shall in no way release the purchaser from any of his or her obligations in terms of this agreement.

17.3 Before the purchaser parts with possession or occupation of the unit as contemplated in 17.1 above, he/she shall furnish the seller with a written undertaking by the person to whom possession or occupation is given that such person shall duly observe all the provisions of this agreement insofar as they relate to occupants of the unit.

18 BREACH OF AGREEMENT BY THE PURCHASER

18.1 The seller and purchaser agree that all the purchaser's obligations in terms of this agreement are material.

18.2 If the purchaser -

18.2.1 breaches any of his or her obligations in terms of this agreement; and

18.2.2 fails to comply with a notice served on him as set out in 18.3 below,

18.2.3 the seller shall be entitled to act in terms of 18.4 below.

18.3 The notice referred to in 18.2 above shall be handed to the purchaser or sent by registered post to the purchaser's domicile address contained in the Schedule (or any amended address of which the purchaser may notify the seller in accordance with Section 23 of the Act) and shall contain -

18.3.1 a description of the obligation which the purchaser has breached;

18.3.2 a demand that the purchaser rectify the breach within a stated period which shall not be less than 30 (thirty) days provided that if, in that same calendar year, 2 (two) such notices have already been served on the purchaser at an interval of more than 30 (thirty) days, the stated period need not be longer than 7 (seven) days; and

18.3.3 an indication of the steps which the seller intends taking if the breach is not rectified.

18.4 In the circumstances set out in clause 18.2 above, the seller shall, without further notice and without prejudice to any other right or remedy which it may have in terms of this agreement or at law, be entitled, but not obliged -

18.4.1 to cancel this agreement;

- 18.4.2 to repossess the unit;
- 18.4.3 to recover from the purchaser all amounts then outstanding in terms of this agreement, together with interest up to the date of payment; and
- 18.4.4 to retain, as a penalty, all amounts, including the deposit, paid to it by the purchaser in terms of this agreement.

19 PURCHASER'S RIGHT OF TERMINATION

Notwithstanding any contrary provisions contained in this agreement, the purchaser shall be entitled to cancel this agreement within 5 (five) days after the signature date by written notice delivered to the seller, in terms of the provisions of Section 29A of the Act.

20 DOMICILE

The address of the seller and the address of the purchaser contained in the Schedule shall, in accordance with the provisions of Section 23 of the Act, serve as their respective *domicilia citandi et executandi*.

21 INFORMATION REQUIRED TO BE GIVEN TO THE PURCHASER IN TERMS OF THE ACT

The purchaser's attention is drawn to -

- 21.1 the extent of the unit indicated in the Schedule;
- 21.2 the fact that no transfer duty is payable in respect of the unit (since the sale of the unit attracts VAT);
- 21.3 his or her right or rights -
 - 21.3.1 under Section 11 of the Act to perform the obligations of the seller;
 - 21.3.2 under Section 17 of the Act as set out in 5.7.1, 5.7.2 and 5.7.3 above;
 - 21.3.3 under Section 20 of the Act as set out in 9 above;
 - 21.3.4 under Section 13(2) of the Act, to be temporarily absolved in certain circumstances from the liability to pay interest if the seller should fail to furnish him with a copy of this agreement as required in terms of Section 13(1) of the Act;
 - 21.3.5 Under Section 16(3) of the Act, to be temporarily absolved in certain circumstances from the liability to pay interest if the seller should fail to furnish him with a statement of account as required in terms of Section 16(1) and (2) of the Act;
 - 21.3.6 under Section 23 of the Act, to inform the seller of a change of the address serving as his or her *domicilium citandi et executandi* and to regard the seller's address as its (the seller's) *domicilium citandi et executandi*;
 - 21.3.7 under Section 27 of the Act, to claim transfer of the unit as set out in 5.7.4 above;
- 21.4 his or her obligation -
 - 21.4.1 in terms of Section 9 of the Act (to notify every mortgagee of the conclusion of this agreement, of the purchaser's address and of such other particulars as the mortgagee may reasonably require to be furnished to it);
 - 21.4.2 in terms of Section 15(2) of the Act, to accept a loan secured by a mortgage bond over the unit if the seller arranges that loan and the loan is granted;
 - 21.4.3 in terms of Section 21(1) of the Act (to give information to the owner);
- 21.5 the limitation in terms of Section 19 of the Act of the right of the seller to take action against the purchaser unless the seller has given notice as set out in 18.2 and 18.3 above.

22 WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

23 VARIATION

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

24 RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any/either party to any/other party/ies in respect of the performance of any obligation hereunder and no delay or forbearance in the enforcement of any right of any/either party arising from this agreement and no single or partial exercise of any right by any/either party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

SIGNED at _____ on _____

AS WITNESS:

_____ For:

(Names of witness in block letters)

Duly Authorised

SIGNED at _____ on _____

AS WITNESS:

(Names of witness in block letters)

SCHEDULE

| PURCHASER | |
|---|--|
| Full Names: | |
| Identity Number: | |
| Marital Status: | |
| Residential Address: | |
| Work Address: | |
| Telephone Number: | |
| Full Names of Spouse (if applicable): | |
| Identity Number of Spouse(if applicable): | |
| PURCHASE PRICE AND PAYMENT | |
| The Purchase Price | |
| Interest Rate | |
| First Payment Date: | |
| First Payment Amount | |
| Payment Due Date: | |
| Final Instalment Date: | |
| Occupation Date | |
| Number of Monthly instalments | |
| Amount of each Monthly Instalment | |
| 2.10 Amount of Final Payment: | |
| 2.11 Monthly cost of rates and taxes, utilities and house structure insurance | |
| 2.12 Monthly cost of Credit Insurance | |
| UNIT | |
| Erf/Section Number: | |
| Extent of Erf/Section: | |
| Sectional Title Scheme Name (if applicable): | |

| | |
|---|--|
| Sectional Title Scheme Number (if applicable): | |
| Local Authority: | |
| Province: | |
| An undivided share in the common unit in the scheme apportioned to the said section in accordance with the participation quota (if applicable): | |
| Exclusive use area (created in terms of the Rules of the Body Corporate) (if applicable): | |
| Maximum occupants/Maximum adults/Ratio adults to children | |
| OWNER | |
| Name: | |
| Business Address: | |
| Postal Address: | |
| Telephone Number | |
| Facsimile Number | |
| Contact Person | |
| SELLER | |
| Name: | |
| Business Address: | |
| Postal Address: | |
| Telephone Number: | |
| Facsimile Number | |
| Contact Person | |
| OPENING OF SECTIONAL TITLE REGISTER | |
| The latest date by which the unit shall be registerable in the name of the Purchaser: | |
| COSTS | |
| Cost of credit check of Purchaser: | |
| Cost of subsidy application and administration | |
| Cost of drafting of agreement: | |
| Cost of recording of agreement: | |
| Cost of transfer of unit: | |
| Stamp duties in respect of promissory note: | |
| FIRST MORTGAGE BOND | |
| Name of Mortgagor/Mortgagee: | |
| Address of Mortgagor/Mortgagee: | |

**APPENDIX 1
PROMISSORY NOTE**

I, the undersigned,, Identity Number, hereby undertake to pay to, Registration Number or its order, the amount of R (.....) plus interest at the rate of% (.....) per annum, calculated and compounded monthly in advance from 20....

The amount referred to above together with interest shall be paid to Registration Number in the instalments and on the dates listed below.

In the event of a default in payment of any instalment on the due date thereof, the full amount referred to above, together with interest shall immediately become due and payable to Registration Number

| I INSTALMENT | Date |
|--------------|------|
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SIGNED at _____ on this _____ day of _____ 20.....

ANNEXURE G : EXAMPLE OF DEED OF SALE

6 RISK AND OWNERSHIP

With effect from the date of registration of transfer:-

- 6.1 all the benefits and risks of ownership of the Property shall pass to the Purchaser; and
- 6.2 the Purchaser shall be entitled to the rents (if any) payable in respect of the Property and shall be liable for all rates and taxes and other imposts levied thereon; and
- 6.3 the Seller shall become liable for and forthwith refund to the Purchaser the rents (if any) paid in respect of any period after the said date and the Purchaser shall similarly become liable for and forthwith refund to the Seller any rates and taxes and other imposts paid by the Seller in respect of any period after the said date.

7 OCCUPATION AND OCCUPATIONAL INTEREST

- 7.1 Occupation of the Property shall be given by the Seller to the Purchaser on on which date the Purchaser shall take occupation thereof.
- 7.2 If the date of occupation does not coincide with the date of registration of transfer, the party enjoying occupation of the Property while it is registered in the name of the other party, shall in consideration of such occupation and for the period of such occupation, pay to the other party occupational interest of R per month.
- 7.3 If occupation of the Property is given to the Purchaser prior to registration of transfer, the Purchaser shall not be entitled to make any alterations or additions to the Property before the date of registration of transfer. The Purchaser shall be obliged in the event of the cancellation or lapse of this Agreement to forthwith vacate the Property and restore it to the Seller in the same condition as when the Purchaser took occupation, it being

acknowledged that no tenancy shall be created by the Purchaser taking occupation prior to registration of transfer and that the Purchaser will have no claims whatsoever against the Seller arising out of any alterations or additions made to the Property by the Purchaser.

- 7.4 All occupational interest shall be payable monthly in advance, provided that the Purchaser shall be entitled to a refund of a proportionate share of the payment in respect of the month during which the Property is registered into his name and calculated from the date of such registration.

8 **TRANSFER**

- 8.1 The Purchaser shall on demand, pay all expenses of and incidental to the registration of transfer of the Property into the name of the Purchaser, including transfer and stamp duty and survey and diagram fees (if any), as well as the costs of registration of any bonds referred to in this Agreement.

- 8.2 The Seller and the Purchaser undertake immediately upon being requested to do so to sign all documents required to be signed in connection with the transfer, the cancellation of all bonds at present registered over the Property and the registration of any bonds to be registered in terms of this Agreement.

- 8.3 Transfer of the Property shall be effected by the Conveyancer within a reasonable time after the Purchaser has complied with the provisions of 4.1(i), 4.2, 8.1 and 8.2 above.

9 **BREACH**

- 9.1 In the event of:

ANNEXURE H : EXAMPLE OF A STANDARD LEASE AGREEMENT

RESIDENTIAL LEASE AGREEMENT

LEASE BETWEEN:

| | |
|--------------------|--------------|
| ("the LESSOR") | Of (address) |
| And ("the LESSEE") | Of (address) |

*It is important to delete whichever is applicable where marked with this asterisk throughout this lease.

1. The LESSOR hereby lets to the LESSEE who hires certain unfurnished dwelling*/garage located at("the premises") on the terms and conditions contained in this lease.

2. 2.1 *This lease shall be a monthly lease commencing on theday of200... ("the commencement date ") and terminable by either party giving to the other one calendar months written notice to that effect, which written notice shall not, however, be given prior to200....

2.2 *This lease shall endure for a period ofmonths ("the INITIAL PERIOD") commencing on theday of.....200.....and shall continue thereafter on a month to month basis.

2.3 A rental deposit of R..... has been paid on the day of 200..... The LESSOR may from time to time require that the LESSOR increase the rental deposit in accordance with increases in rental.

3. 3.1 The monthly rental payable by the LESSEE to the LESSOR during the currency of this lease shall be the sum of R..... per month payable monthly in advance without any deduction or demand and free of exchange on the first day of each and every month in South African currency at the offices of the LESSOR or banked to the LESSOR's bank atBank, account number, or at such other address as the LESSOR may notify the LESSEE in writing from time to time. The LESSOR may after the INITIAL PERIOD increase the monthly rental payable by the LESSEE after giving two calendar months notice of such increase. The rental referred to shall be escalated annually by per cent.

3.2 Notwithstanding the provisions of 3.1 should the municipal rates and taxes, special sanitary fees and refuse removal fees or any other outgoings or charges payable in respect of the premises to the local or any other authority be increased from time to time so as to exceed the amounts payable therefore on the commencement date, the monthly rental payable by the LESSEE shall ipso facto be increased from time to time with effect from the date upon which such increases become effective by one-twelve of the amount thereof.

4. The LESSEE shall with effect from the commencement date be liable for and pay promptly on due date to the authority concerned or the LESSOR, whichever is applicable, all relevant fees and deposits for *water, electricity, gas, sanitary fees, refuse removal fees, wherever applicable and any other services required by the LESSEE in respect of the premises. If a sub-meter has been installed in the premises the LESSEE shall pay the LESSOR or his agent each month on due date the appropriate charge for electricity and gas consumed as read on such sub-meter by the LESSOR or agent calculated in accordance with the municipal by-laws as amended from time to time together with such service charge as the LESSOR may lawfully levy in respect of such meter.

5. The premises shall be used only for private residential purposes and not for any other purpose whatsoever. The premises shall be used and occupied personally by the LESSEE during the currency of this lease. The maximum number of persons residing in the premises including the LESSEE at any time shall be

6. The LESSEE shall not cede or assign this lease either in whole or in part, or sub-let the premises or any portion thereof or permit or allow any other person to occupy the premises or to reside therein in contravention of this lease or to obtain possession thereof without the prior written consent of the LESSOR, which shall not be unreasonably withheld.

7. Should the LESSEE on taking occupation of the premises discover that the same or any of the appurtenances thereof, including but not restricted to stove, keys, locks, windows, sewerage pipes and pans, electricity or gas installations and fittings, water taps,

cookers, fireplaces, or furniture are in a defective state of repair, he shall within three days of the commencement date notify the LESSOR in writing of the details of any such defect and the failure to do so on the part of the LESSEE shall constitute an acknowledgement on his part that the whole of the same are in good and proper state of repair and condition. The LESSEE hereby undertakes to care for and maintain the whole of the same in like good order and condition during the currency of this lease and at the termination hereof to return and redeliver the same to the LESSOR in like good order and condition, fair wear and tear excepted, and to make good and repair at the LESSEE 's cost any damage or breakages, or in the alternative to reimburse the LESSOR for the cost of replacing, repairing or making good any of the same.

8. The LESSEE undertakes to use in a reasonable manner, and thereby to keep and maintain all sewerage pipes, water pipes, guttering and drains on the premises, free from obstruction and blockage and to remove at his cost any blockage or obstruction therein.
9. The LESSEE shall be responsible for any damage done to the premises by reason of any furniture or objects or vehicles being brought into or removed from the premises.
10. The LESSEE shall not make any alterations or additions to the premises or to any installation therein, whether structural or otherwise, or drive or permit any nails or screws to be driven into the walls, ceiling or furniture of the premises or in any manner whatsoever do or permit anything to be done that may be calculated to damage the walls or any other portion of the premises.
11. The LESSEE undertakes at his expense to keep the grounds and gardens of the premises in a neat and tidy condition and free from all weeds and to maintain the existing gardens and lawns, if any, in good condition and properly watered. In the event of a swimming pool or tennis court or any other amenity being situated on the premises the LESSEE shall maintain and keep same in proper working order and in a fit and proper state to the satisfaction of the LESSOR or any person duly authorised by him hereto.
12. The LESSEE shall at his expense replace where necessary all fluorescent bulbs, starters, globes, ballasts and incandescent bulbs used in the premises.
13. The LESSOR 's workmen or agents shall at all reasonable times be entitled to enter the premises and to do and carry on any work that may be required to be done to the premises for the preservation, repair or alteration thereof, or to carry out an inspection of the premises to determine occupancy or condition.
14. The LESSOR's responsibility is:
 - 14.1 to ensure that, on the taking of occupation by the LESSEE, the premises are in a reasonable state of repair, clean and structurally sound;
 - 14.2 to take steps, after the taking of occupation and for the duration of this Agreement, to keep the premises in functional order, i.e. to effect such maintenance and repairs as may be necessitated through fair wear and tear.
 - 14.3 In pursuit of its responsibilities the LESSOR shall keep all outside walls and roofs of the premises in functional order.
 - 14.4 The LESSOR shall not be responsible for any damage caused by leakage, rain hail, snow or fire or any other cause whatsoever nor shall the LESSOR be responsible for any loss or damage which the LESSEE may sustain by reason of any act or neglect on the part of the LESSOR or any of his servants, nor shall the LESSOR be responsible for any damage which the LESSEE may sustain by reason of the premises at any time falling into a defective state of repair or by reason of any repairs to be effected by the LESSOR not being effected timeously or at all and the LESSEE shall not be entitled for any of the foregoing reasons or any other reason whatsoever to withhold any monies payable by him to the LESSOR in terms of this lease.
15. In the event of a fire occurring on the premises the LESSOR shall be entitled to forthwith terminate this lease in which event he shall refund to the LESSEE any rent paid in advance beyond the date of such termination and the LESSEE shall not have any claim for damages in consequence of any such deprivation or for damage by the fire to furniture or any personal effects. The LESSEE undertakes not to use any apparatus or carry on any trade or process or keep any combustibles or hazardous goods on the premises, which may vitiate the LESSOR 's fire insurance policy or increase any premium payable there under.
16. Notwithstanding anything to the contrary contained herein and notwithstanding any receipt given for rent or deposit paid, should the LESSOR be unable to give the LESSEE occupation of the premises on the commencement date, for reason of the premises being in a state of disrepair, or by reason of the fact that the previous tenant not having vacated same or by reason of any fact, matter or thing whatsoever not due to wilful default on the part of the LESSOR, the LESSEE shall have no claims for damages or other right of action against the LESSOR as a result thereof and undertakes to accept occupation from whatever date the premises are available subject to a remission of rent for the period of non-occupation.
17. Should the LESSEE fail to take occupation of the premises within a period of three days of the commencement date or from the date on which occupation of the premises is tendered to him in terms of 16 the LESSOR shall be entitled to, without prejudice to any other rights available to it in law, to forthwith cancel this lease without notice, in which event the LESSEE shall have no right or claims of whatsoever nature against the LESSOR by reason of such cancellation but shall forfeit any deposit paid and be liable for any loss of rent or other damages sustained by the LESSOR as a result of such cancellation.
18. This lease shall be subject to confirmation by the LESSOR within one week of signature thereof by the LESSEE and the LESSOR shall be entitled to withhold such confirmation for any reason whatsoever and without assigning any reason therefore. Should the LESSOR fail to sign this agreement within the said period the LESSEE shall not have any right to claim existence of a lease with

the LESSOR whether oral or otherwise by reason of such cancellation having been conducted in regard thereto by reason of this lease having been executed by the LESSEE only or for any other reason whatsoever.

- 19 Should the rental or any other sum or sums payable by the LESSEE hereunder not be paid promptly on the due date thereof or should the LESSEE in any other respect whatsoever contravene or permit the contravention of any term of this lease or fail in the observance of any term of this lease, the LESSOR shall, notwithstanding any previous waiver to the contrary on his part of any of his rights under this agreement, be entitled to give the tenant seven days notice to remedy the breach, unless the tenant is in default of rental payment and remains in default for a period of seven days of due date, then such notice will be dispensed with. Following the notice period the LESSOR shall be entitled to cancel this agreement and to obtain possession of the premises and for that purpose to take whatever action may be necessary for the immediate ejection of the LESSEE from the premises without prejudice and in addition to all other rights available to the LESSOR to claim rent already due and such further damages as the LESSOR may sustain by reason of the LESSEE's breach or default, including but not restricted to all legal costs and charges payable by the LESSOR as a result thereof.
- 20 The LESSOR shall be entitled to affix and exhibit on the premises "to let" and "for sale" notices for a period of..... Months prior to the termination of this lease and the LESSEE shall permit prospective tenants or buyers of the premises to view the whole of the same during reasonable hours at any time during the currency of this lease.
- 21 The LESSEE hereby acknowledges the said..... to be the duly authorised agents of the LESSOR and that they may exercise on behalf of the LESSOR all the LESSOR 's legal rights and claims in terms of this lease until written notice to the contrary shall have been received by the LESSEE from the LESSOR.
- 22 All processes for the recovery of rent or ejection or the fulfilment of any of the terms hereof or for the recovery of any damage or loss suffered through the LESSEE 's breach of any terms hereof or through the LESSEE 's failure to vacate the premises timeously on termination of this lease may be taken either by the agents in their own name or by the LESSOR as the LESSOR may from time to time direct. The LESSEE acknowledges that no receipt given shall be valid unless given on the agents customary receipt form and that any error if any, in such receipt shall not be binding on the agents or the LESSOR.
- 23 The LESSEE hereby chooses domicilium citandi et executandi for all purposes at the premises and all notices required to be given to the LESSEE in terms of this lease shall be delivered by hand or sent by prepaid registered post to the premises and shall be deemed in the case of delivery to have been received on the date of delivery and in the case of such posting, on the third day after such posting.
- 24 The costs of this lease and the stamp duty payable hereon shall be paid by the LESSEE.
- 25 The LESSOR and the agents shall not be liable to the LESSEE or any other person whatsoever for any injury, loss or damage of any description whatsoever which the LESSEE or any member of his family or any employee or servant, friend, acquaintance, visitor, invitee or guest of the LESSEE may sustain directly or indirectly in or about the premises from whatsoever cause arising, The LESSEE hereby accepts responsibility for and indemnifies the LESSOR and his employees, servants or agents against any claim by any such person for any injury, loss or damage sustained as aforesaid.
- 26 The LESSEE hereby consents to the jurisdiction of the Magistrate 's Court in respect of any action or proceedings which may have been brought against him by the LESSOR in connection with the lease, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction without prejudice to the LESSOR 's right to institute action in the Supreme Court having jurisdiction.
- 27 No relaxation which the LESSOR may show at any time whatsoever in regard to the carrying out of any of the LESSEE 's obligations in terms of this lease shall prejudice any of the LESSOR 's rights under this lease in any manner whatsoever or be regarded as a waiver of any of the LESSOR 's rights in terms of this lease.
- 28 28.1 Should the LESSOR cancel this lease and the LESSEE dispute the LESSOR 's right so to do and remain in occupation of the premises; the LESSEE shall, pending the determination of the dispute continue to pay all amounts due by him in terms of this lease on the due date thereof and the LESSOR shall be entitled to recover, sue for and accept those payments without prejudice to and without in any manner whatsoever affecting the LESSOR 's claim to cancellation of this lease or of any other nature whatsoever
- 28.2 Should the dispute between the LESSOR and the LESSEE be determined in favour of the LESSOR the payments made to the LESSOR in terms of 29.1 shall be regarded as amounts paid by the LESSEE on account of the loss sustained by the LESSOR as a result of the holding over by the LESSEE of the premises.
- 29 Notwithstanding anything to the contrary contained in this lease if during the currency hereof the monthly rental which may lawfully be charged in respect of the premises is increased above that stipulated in this lease, the monthly rental payable in terms hereof shall *ipso facto* be increased with effect from the date of such increase to the amount which is thus lawfully able to be charged in respect of the premises. In addition the deposit payable by the lessee in terms of clause 16 of the lease will be increased by the proportion which the rental stipulated in this lease bears to the said increased rental.

30. The lessee shall be responsible for and hereby undertakes to pay to the LESSOR all expenses, costs and charges which the LESSOR may incur arising out of the default of the lessee, collection commission at the ruling rate and all legal costs as between attorney and client.
31. This lease contains all the terms and conditions of the agreement entered into by the LESSOR and the LESSEE and the LESSEE acknowledges that no representation, warranty, undertaking or promise whatsoever which may have been made by the LESSOR or the LESSOR 's agents or servants other than those contained herein shall be binding on or enforceable against the LESSOR. No alteration or variation of the terms of this lease or any alleged cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by the LESSOR and the LESSEE or any person duly authorised thereto in writing by them.

THUS DONE AND SIGNED by the LESSEE at.....

this.....day of.....200

WITNESS:

1.

2.

.....
LESSEE

THUS DONE AND SIGNED by the LESSOR at.....

this.....day of.....200...

WITNESS:

1.

2.

.....
LESSOR

N.B.: Aliens Act No 1 of 1937

1. Are you a South African citizen? Yes or No.

2. What is your South African Identity Number?

3. If you are an alien please give your permit number

and expiry date of permit200....

Ver: 02/12/2004 PJH

ANNEXURE I : EXAMPLE OF AN ABRIDGED RENTAL AGREEMENT

EXAMPLE

ABRIDGED (FAMILY/FRIEND) LEASE AGREEMENT

Entered into by and between:

.....THE LANDLORD Address:
AND

.....("TENANT")

Start Date:.....200.....

Description of premises leased at above address: ("PREMISES")

TERMS AND CONDITIONS

1. DURATION

This LEASE shall commence on200..... and continue for an initial period of
Month/s/week/s upon the expiry of which it shall continue indefinitely subject to termination by either party
giving the other..... calendar month/s/weeks notice in writing of such termination.

2. RENTAL

- 2.1 The rental for the PREMISES shall be R.....per month.
- 2.2 The rental shall be banked to BANK,, account number or at such
other place as the LANDLORD may notify the TENANT.
- 2.3 The LANDLORD shall be entitled to increase the rental at any time after the expiry of the initial period of
the lease by giving the TENANT 1 (ONE) calendar month's notice.

3. USE OF PREMISES

- 3.1 The TENANT shall have the right of reasonable use, having regard to the rights of all other lessees
and/or other occupiers of the LANDLORD, of the common areas, toilets and other conveniences and
facilities provided by the LANDLORD. The TENANT shall use the PREMISES only for residential
purposes.
- 3.2 The TENANT shall not be entitled to sub let the PREMISES or cede any of its rights hereunder.
- 3.3 The TENANT shall not be entitled to alter or add to the PREMISES or any of the installations therein
contained without the prior written consent of the LANDLORD.
- 3.4 The TENANT shall not affix objects to the PREMISES by means of nails, screws or otherwise without
the written consent of the LANDLORD. The TENANT shall not be entitled to change the locks to any
doors to the PREMISES or in respect of the furnishings/equipment therein.

4. SERVICES

4.1 Inclusive Rental

The rental includes the TENANT'S right to use of the furnishings/equipment and services hereinafter provided for, save to the extent that this agreement expressly provides for the payment of additional charges therefore.

4.2 Furnishings/Equipment

4.2.1 The Tenant shall be entitled to use the furnishings/equipment situated on The PREMISES and detailed on Schedule "1" hereto, for the duration of this agreement.

4.2.2 Ownership of the furnishings/equipment used by the TENANT in terms of 4.2.1 shall at all times remain vested in the LANDLORD.

4.2.3 The TENANT shall use the said furnishings/equipment with such care as to ensure that it remains at all times in good order and repair, fair wear and tear only excepted, and shall at the termination hereof return such furnishings/equipment to the LANDLORD in like good order and condition, fair wear and tear only excepted.

4.3 Telephone

4.3.1 If the PREMISES are supplied with a telephone extension, the tenant has access to the telephone for usage.

4.3.2 All outgoing calls made by the TENANT on the PREMISES shall be charged by the LANDLORD to the TENANT.

4.3.3 The TENANT shall not be entitled to install or otherwise use direct telephone or other communication systems from the PREMISES other than via a cell phone.

4.3.4 If the TENANT fails to pay any amount due to the LANDLORD in respect of telephone charges, rental or any other amount in terms hereof, the LANDLORD shall be entitled to refuse the TENANT the use of the telephone services herein provided for.

4.4 Number of persons on the premises

It is recorded that The number of persons to be permanently housed on The PREMISES is.....and this may not be varied without the written consent of the LANDLORD.

5. LIMITATION OF LIABILITY

5.1 1 The TENANT shall:

5.1.1 have no claim of any nature whatsoever against the LANDLORD for any loss, damage or injury which it may directly or indirectly suffer (except where caused through the gross negligence of the LANDLORD) by reason of any latent or patent defect in the PREMISES or any damage or destruction to the PREMISES, furnishing and/or equipment; theft from the PREMISES; and, defect or disrepair of the PREMISES and/or the furnishings/equipment.

5.1.2 not be entitled to withhold or defer payment of any amounts due in terms hereof;

5.1.3 under no circumstances have any claims against the LANDLORD for consequential loss, howsoever caused.

6. BREACH

6.1 If the TENANT fails to make payment of any amount due in terms hereof or commits any other breach of this agreement and does not remedy the latter mentioned breach within 3 (THREE) days of being asked to do so, then the LANDLORD shall be entitled to terminate this agreement, eject the TENANT from the PREMISES and retake possession of the furnishings/equipment used by the TENANT in terms hereof. If the TENANT disputes the LANDLORD's right to terminate this agreement and remains in occupation then the LANDLORD shall be entitled to continue to receive payment of the rental and other amounts due in terms hereof without prejudice to its contention that this agreement has been terminated.

6.2 The TENANT shall pay interest on all amounts overdue in terms of the lease at the prime overdraft rate of (Bank's name) plus 4%. The interest shall be calculated from the due date of such amount to the actual date of payment thereof.

7. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties and no variation hereto shall be of any force or effect unless reduced to writing and signing by the LANDLORD and the TENANT. No consensual termination of this agreement shall be of any force of effect unless reduced to writing and signed by the LANDLORD and the TENANT.

8. NON-WAIVER

No relaxation or indulgence which any of the parties may afford to the other/s shall in any way prejudice or be deemed to be a waiver of the rights of the indulgent party and shall not preclude or stop the indulgent party from exercising all or any of its rights hereunder and, in particular but without limiting or derogating from the a foregoing, any cancellation hereof or accrued right of cancellation hereof.

9. JURISDICTION

The TENANT consents to the jurisdiction of the Magistrate's Court or otherwise competent jurisdiction in respect of any action or proceedings which may be brought against it by the LANDLORD; provided that the LANDLORD shall be entitled to bring proceedings which would, but for the foregoing, fall outside the jurisdiction of the Magistrate's Court.

10. STAMP DUTY

In terms of Section 14 of the Stamp Duties Act No. 77 of 1968, the tenant hereby agrees to pay the stamp duty in terms of this agreement of lease and the service agreement on signature hereof on demand. The amount of the stamp duty to be paid in terms hereof, as well as any penalties thereon as determined by the Receiver of Revenue shall be final and binding.

PLACE _____ DATE _____

TENANT FULL NAME

WITNESS

PLACE _____ DATE _____

LANDLORD

FULL NAME

WITNESS

**ANNEXURE J : PRO-FORMA LETTER FROM NHFC-FUNDED
FINANCIAL INSTITUTION**

Letterhead of Institution

TO WHOM IT MAY CONCERN

This is to certify that (name of borrower)
has been granted a housing loan from (name of institution)
to the value of R.....

The funds for this housing loan have been sourced from the National Housing Finance Corporation, to which (name of institution)
is accredited as a retail lender.

The borrower is using the housing loan in respect of the following property:

Street Number:

Erf/Section Number:

Suburb:

Town/City:

Name:

Designated in institution:

Signature:

Date of signature:

ANNEXURE K : EXAMPLE OF TAX INVOICE FROM A FINANCIAL INSTITUTION

LETTERHEAD FROM BANK/FINANCIAL INSTITUTION

TAX INVOICE

13 December 2004

Dear M_____

HOME LOAN: ACCOUNT NUMBER:

We are pleased to advise that the home loan on your property has been paid as per instruction.

The details of your loan account are being set out hereunder:

Bondholder:

Property under loan:

Suburb:

Erf No:

Complex

Account no :
Registration date :
Retention amount :
Total loan amount :
Interest rate :
Term :
Balance on Account :
Date of payment :

ANNEXURE L : DETAILS OF THE REVISED MAXIMUM HOUSING ALLOWANCE

| Date effective | Weighed Interest Rate Average | Monthly Maximum Housing Allowance |
|-----------------------|--------------------------------------|--|
| 1 July 2004 | 11.5% | R 403 |
| 1 October 2004 | 11.5% | R 403 |
| 1 January 2005 | 11% | R 374 |

**ANNEXURE M: PRO FORMA LETTER FOR THE CONFIRMATION OF
DETAILS OF AN EMPLOYEE WHO HAS BEEN A BENEFICIARY AS AT
29 SEPTEMBER 2004 OF THE REPEALED HOME OWNERS
ALLOWANCE SCHEME**

M _____

Dear M _____

CONFIRMATION OF HOUSING DETAILS FOR PURPOSES OF THE HOUSING ALLOWANCE

- 1 The Minister for the Public Service and Administration has determined that the Home Owner Allowance Scheme be repealed and that it be replaced with the Housing Allowance Scheme as contained in Part 2 of the *Determination on Housing*, read with clause 7.1 of PSCBC Res. 2 of 2004.
- 2 The Department wishes to inform you that-

2.1 according to its records you have been receiving the maximum Home Owners Allowance of R 403 per month on 29 September 2004. In terms of the provisions applicable to the Housing Allowance Scheme you are now w.e.f. this date eligible to the maximum Housing Allowance. This amount is subject to a quarterly review by the Minister for the Public Service and Administration. The value of the Housing Allowance on 29 September 2004 was R 403 per month;

OR

2.2 according to its records you have been receiving a Home Owners Allowance of R _____ per month, which is less than the maximum of R 403 per month on 29 September 2004. In terms of the provisions applicable to the Housing Allowance Scheme you are now w.e.f. this date eligible to a Housing Allowance equal to the above-mentioned amount. The amount will in terms of the *Determination on Housing*, read with clause 7 of PSCBC Res. 2 of 2004 be increased in terms of the phase-in process, until you receive an amount equal to the maximum Housing Allowance.

- 3 In order to enable this Department to update and validate its records it would be appreciated if you could complete the attached confirmation form. The form should

be returned by not later than _____ to _____.

4 Please take note that-

4.1 you will continue to receive your above-mentioned Housing Allowance after you paid off your bond/home loan on the home that your and/or your immediate family are occupying; and

4.2 should you sell your home and either buy a new home or rent a home thereafter, you should notify this Department immediately. You will be required to apply anew for participation in the Housing Allowance.

5 If you need further assistance or information in the above-regard please to not hesitate to contact M _____ at _____.

Regards

DIRECTOR-GENERAL/HEAD OF DEPARTMENT

ANNEXURE N : CONFIRMATION FORM



HOUSING ALLOWANCE CONFIRMATION FORM

INSTRUCTIONS

- 1 Employees who received a Home Owners Allowance on 29 September 2004 in terms of the repealed Home Owners Allowance Scheme should complete this form.
- 2 Tick the boxes that apply to you.
- 3 If you experience difficulty to complete this application form please do not hesitate to contact your personnel office for assistance.

| SECTION A: PERSONAL DETAILS | | | |
|-----------------------------|------|-----------|--|
| EMPLOYEE'S DETAILS | | | |
| Surname | | Initials | |
| Department | | Component | |
| ID no | | | |
| PERSAL No | | | |
| Contact No | Work | | |
| | Home | | |
| | Cell | | |
| SPOUSE'S DETAILS | | | |
| Surname | | Initials | |
| ID No | | | |
| Employer | | | |
| Work address | | | |
| Contact No | Work | | |
| | Home | | |
| | Cell | | |

| SECTION B: OCCUPANCY DETAILS | | |
|---|----------------------------------|--|
| The home is occupied by- | Tick the applicable block | |
| Myself | <input type="checkbox"/> | |
| My spouse | <input type="checkbox"/> | |
| My dependants | <input type="checkbox"/> | |
| My spouse & dependants | <input type="checkbox"/> | |
| | | |
| The full residential address of the home is: | | |

| SECTION C: CONFIRMATION, ACKNOWLEDGEMENT, UNDERTAKING AND DECLARATION | |
|--|-------------------|
| <p>I the undersigned,</p> <p>(a) hereby confirm that I understand that-</p> <ul style="list-style-type: none"> • the Home Owners Allowance has been repealed and replaced by the Housing Allowance Scheme; • the Department will convert my Home Owners Allowance into a Housing Allowance; • I am eligible to the Housing Allowance through complying with the qualifying requirements as set out in the <i>Determination on Housing</i>; • I am expected to inform the Department immediately should there be any changes in my situation which affects my continued participation in the Housing Allowance Scheme; • I could be disqualified from the Housing Allowance Scheme should the information provided be false and/or inaccurate in which event the employer may recover any monies over paid and institute disciplinary action and/or lay criminal charges (depending on the seriousness of the situation); <p>(b) Confirm that the information in this application form is accurate;</p> <p>(c) Undertake to inform the employer should there be any changes in my situation which affects my continued participation in the Housing Allowance Scheme; and</p> <p>(d) Declare that the home is occupied as indicated in the form.</p> | |
| Employee Signature _____ | Date _____ |

ANNEXURE O: HOUSING ALLOWANCE APPLICATION FORM FOR HOME OWNERS



HOUSING ALLOWANCE APPLICATION FORM FOR HOME OWNERS

INSTRUCTIONS

- 1 Employees who became home owners on or after 29 September 2004 should complete this application form.
- 2 Complete and tick the boxes that apply to you.
- 3 Please see the list of documents in Sections B and C, which **must** be attached to your application. If necessary please refer to the Employee Guide on the Housing Allowance for physical examples.
- 4 Ensure that you have completed and signed the form and attached all the documents required since lacking information may delay the payment of your application.
- 5 If you experience difficulty to complete this application form, please do not hesitate to contact your personnel office for assistance.

| SECTION A: PERSONAL DETAILS | | | |
|-----------------------------|------|-----------|--|
| EMPLOYEE'S DETAILS | | | |
| Surname | | Initials | |
| Department | | Component | |
| ID no | | | |
| PERSAL No | | | |
| Contact No | Work | | |
| | Home | | |
| | Cell | | |
| SPOUSE'S DETAILS | | | |
| Surname | | Initials | |
| ID No | | | |
| Employer | | | |
| Work address | | | |
| Contact No | Work | | |
| | Home | | |
| | Cell | | |

| SECTION B: HOME OWNERSHIP STATUS | | | | | | |
|----------------------------------|---|-------------------------|--|--|--|----|
| Reference code | I am a owner because- | Tick the applicable box | | Proof to be attached to this application form | Tick the applicable box if proof is attached | |
| | | | | | Yes | No |
| H1 | The title to the property is in my name | | | Title deed OR Ghost Deed Report* OR an original Tax Invoice from the financial Institution** | | |
| H2 | I have permission from the traditional leader to occupy state/tribal land | | | Permission To Occupy Certificate (PTO) | | |
| H3 | I have bought property on instalment sale (i.e. like a hire purchase) | | | Instalment Sale Agreement | | |

| For Official Use | |
|-------------------|----|
| Proof is attached | |
| Yes | No |
| | |
| | |
| | |

* A Ghost Deed Report is a print out from the Deeds Office, which can be obtained from a lawyer/legal firm responsible for the property transaction or the Deeds Office.

** The Tax Invoice from the financial Institution should at least indicate the-

- Name(s) of the bond holder
- Property particulars
- Registration date
- Bond/home loan details

| SECTION C: BOND/HOME LOAN STATUS | | | | | | |
|----------------------------------|---|-------------------------|--|---|-------------------------------------|----|
| Reference code | I am a owner because- | Tick the applicable box | | Proof to be attached to this application form | Tick the applicable box if attached | |
| | | | | | Yes | No |
| L1 | I am repaying a bond/home loan to a financial institution | | | An original Tax Invoice* from the financial Institution OR a letter from the NHFC funded lender/ intermediary | | |
| L2 | My bond/home loan is paid off | | | No proof required | | |
| L3 | I bought my home without a home loan | | | No proof required | | |

| For Official Use | |
|-------------------|----|
| Proof is attached | |
| Yes | No |
| | |
| | |
| | |

* The Tax Invoice from the financial Institution should at least indicate the-

- Name(s) of the bond holder
- Property particulars
- Registration date
- Bond/home loan details

** A letter from the National Housing Finance Corporation (NHFC) funded lender/intermediary. See Employee Guide on Housing for an example of a *pro forma* letter

SECTION D: OCCUPANCY DETAILS

| The home is occupied by- | Tick the applicable box | | Proof to be attached to this application form | Tick the applicable box if attached | |
|--------------------------|-------------------------|--|---|-------------------------------------|----|
| | | | | Yes | No |
| Myself | | | A sworn affidavit | | |
| My spouse | | | | | |
| My dependants | | | | | |
| My spouse & dependants | | | | | |

| For Official Use | |
|-------------------|----|
| Proof is attached | |
| Yes | No |
| | |

Date of Occupancy _____

The full residential address of the home is:

SECTION E: CONFIRMATION, ACKNOWLEDGEMENT, UNDERTAKING AND DECLARATION

I the undersigned-

- (a) Confirm that the information in this application form is accurate;
- (b) Acknowledge that I could be disqualified from the Housing Allowance Scheme should the information provided be false and/or inaccurate in which event the employer may recover any monies over paid and institute disciplinary action and/or lay criminal charges (depending on the seriousness of the situation);
- (c) Undertake to inform the employer should there be any changes in my situation as a home owner and occupancy of my home; and
- (d) Declare that the home is occupied as indicated in the form.

Employee Signature

Date

FOR OFFICIAL USE ONLY

Employee Persal No

| | | | | |
|--|-----|----|---------------|---------------|
| Employee is a home owner in category | H1 | H2 | H3 | Do not comply |
| Employee's loan status falls in category | L1 | L2 | L3 | Do not comply |
| The home is occupied according to the requirements in the Determination on Housing | Yes | No | Do not comply | |

Application for Housing Allowance is-
 Approved

| PERSAL Code assigned <i>(tick the applicable code)</i> | | Corresponding Reference Code in Section B |
|---|-----------------------------------|---|
| <input type="checkbox"/> 0545 | Housing All: New Owner >29/9/04 | L1 |
| <input type="checkbox"/> 0546 | Housing All: Home paid-up/no loan | L2 & L3 |

OR

Declined
 Reasons *(if declined)*

Signature of official authorised to approve the Housing Allowance
 Name in print
 Designation
 Date

INSTRUCTIONS

| | | |
|---|-------------------------------------|----------------------|
| Inform employee of the outcome of his/her application | Prepare decline letter with reasons | <input type="text"/> |
| | Prepare letter of approval | <input type="text"/> |
| Capture on PERSAL | <input type="text"/> | <input type="text"/> |

ANNEXURE P: HOUSING ALLOWANCE APPLICATION FORM FOR TENANTS



HOUSING ALLOWANCE APPLICATION FORM FOR TENANTS

INSTRUCTIONS

- 1 Employees who are/became tenants on or after 1 January 2005 should complete this application form.
- 2 Complete and tick the boxes that apply to you.
- 3 Please see list of documents in Section B, which **must** be attached to your application. If necessary please refer to the Employee Guide on the Housing Allowance for physical examples.
- 4 Ensure that you have completed and signed the form and attached all the documents required since lacking information may delay the payment of your application.
- 5 If you experience difficulty to complete this application form, please do not hesitate to contact your personnel office for assistance.

| SECTION A: PERSONAL DETAILS | | | |
|-----------------------------|------|-----------|--|
| EMPLOYEE'S DETAILS | | | |
| Surname | | Initials | |
| Department | | Component | |
| ID no | | | |
| PERSAL No | | | |
| Contact No | Work | | |
| | Home | | |
| | Cell | | |
| SPOUSE'S DETAILS | | | |
| Surname | | Initials | |
| ID No | | | |
| Employer | | | |
| Work address | | | |
| Contact No | Work | | |
| | Home | | |
| | Cell | | |

SECTION B: RENTAL STATUS

| Reference code | I am a tenant because- | Tick the applicable box | | Proof to be attached to this application form | Tick the applicable box if proof is attached | |
|----------------|--|-------------------------|--|---|--|----|
| | | | | | Yes | No |
| R1 | I pay occupational rent to the person I am buying my home from | | | Offer to purchase/ Deed of Sale which includes the occupational rent clause | | |
| R2 | I rent a home from a private landlord/ municipality | | | Rental Agreement | | |
| R3 | I rent a home from family or friends | | | Rental Agreement | | |
| R4 | I am obliged to occupy and rent State Housing as defined in Part XVI of Annexure B to PSCBC Res. 3 of 1999 | | | Rental Agreement | | |
| R5 | I am voluntary occupying and renting Other Housing in terms of a departmental policy defined in Part XVI of Annexure B to PSCBC Res. 3 of 1999 | | | Rental Agreement | | |

| For Official Use | |
|-------------------|----|
| Proof is attached | |
| Yes | No |
| | |
| | |
| | |
| | |
| | |

SECTION D: OCCUPANCY DETAILS

| The home is occupied by- | Tick the applicable box | | Proof to be attached to this application form | Tick the applicable box if attached | |
|--------------------------|-------------------------|--|---|-------------------------------------|----|
| | | | | Yes | No |
| Myself | | | A sworn affidavit | | |
| My spouse | | | | | |
| My dependants | | | | | |
| My spouse & dependants | | | | | |

| For Official Use | |
|-------------------|----|
| Proof is attached | |
| Yes | No |
| | |

Date of Occupancy _____

The full residential address of the home is:

SECTION E: CONFIRMATION, ACKNOWLEDGEMENT, UNDERTAKING AND DECLARATION

I the undersigned-

- (a) Confirm that the information in this application form is accurate;
- (b) Acknowledge that I could be disqualified from the Housing Allowance Scheme should the information provided be false and/or inaccurate in which event the employer may recover any monies over paid and institute disciplinary action and/or lay criminal charges (depending on the seriousness of the situation);
- (c) Undertake to inform the employer should there be any changes in my situation as a home owner and occupancy of my home; and
- (d) Declare that the home is occupied as indicated in the form.

Employee Signature

Date

| FOR OFFICIAL USE ONLY | | | | | | | | | | |
|--|--|---|--------|------------------|-------------------------------------|---|------------------|--|--|--|
| Employee Persal No | | | | | | | | | | |
| Employee is a tenant in category | | R1 | R2 | R3 | R4 | R5 | Do not comply | | | |
| The home is occupied according to the requirements in the Determination on Housing | | Yes | No | Do not comply | | | | | | |
| Application for Housing Allowance is- | | | | | | | | | | |
| Approved | | | | | | | | | | |
| | | PERSAL Code assigned <i>(tick the applicable code)</i> | | | | Corresponding Reference Code in Section B | | | | |
| | | 0547 | Rental | | | (R1 –R5) | | | | |
| OR | | | | | | | | | | |
| Declined | | | | | | | | | | |
| Reasons <i>(if declined)</i> | | | | | | | | | | |
| Signature of official authorised to approve the Housing Allowance | | | | | | | | | | |
| Name in print | | | | | | | | | | |
| Designation | | | | | | | | | | |
| Date | | | | | | | | | | |
| INSTRUCTIONS | | | | | | | | | | |
| Inform employee of the outcome of his/her application | | | | | Prepare decline letter with reasons | | | | | |
| | | | | | Prepare letter of approval | | | | | |
| Capture on PERSAL | | | | | | | | | | |

ANNEXURE Q: VALIDATION SHEET FOR ELEGIBILITY: HOME OWNERS

VALIDATION FOR ELIGIBILITY: HOME OWNERS

(This form should be attached to the employee's application form when it is submitted to the designated official who will consider the application)

Stage 1: Verification of documents and content by designated official to consider applications.

| HOME OWNERSHIP | | | | | |
|--|--|--|--|---|----|
| Tick the block adjacent to the document(s) attached to the application | Document | The document verifies | Significant features present on document | Are these significant features present? | |
| | | | | Yes | No |
| | Title deed | Registration of title Registration of bond Proof of purchase Location of property | Signature of the Registrar of Deeds | | |
| | | | Title deed reference number | | |
| | | | Registration date | | |
| | | | Erf/section no. | | |
| | | | Name of owner | | |
| | | | Name of township | | |
| | | | Mortgage bond in favour of a bank (optional) | | |
| | Ghost Deed Report | Registration of title Registration of bond Proof of purchase Location of property | Signature of the Registrar of Deeds | | |
| | | | Title deed reference number | | |
| | | | Registration date | | |
| | | | Erf/section no. | | |
| | | | Name of owner | | |
| | | | Name of township | | |
| | | | Mortgage bond in favour of a bank (optional) | | |
| | Instalment Sale Agreement | Purchase of property Location of property | Erf/section no. | | |
| | | | Name of purchaser | | |
| | | | Name of township | | |
| | Tax Invoice from bank | Title Registration of bond Proof of purchase Location of property | Registration date | | |
| | | | Erf/section no. | | |
| | | | Name of owner | | |
| | | | Name of township | | |
| | | | Mortgage bond in favour of a bank | | |
| | Letter from the NHFC funded lender/ intermediary | Proof of loan Proof of purchase | Name of borrower | | |
| | | | Confirming NHFC-funded status | | |
| | Occupancy Affidavit | Proof of occupancy | Date | | |
| | | | Signature of Commissioner of Oath | | |
| | | | Residential address | | |
| | | | Persons occupying the home | | |

Stage 2: Comparison of information across documents

| HOME OWNERSHIP | | | | |
|--|---|---------------------------------|--|----|
| Tick the block adjacent to the document(s) attached to the application | Document | Information present on document | Does this information collate with the information on the application form | |
| | | | Yes | No |
| | Title deed | Name of owner | | |
| | | Name of township | | |
| | Ghost Deed Report | Name of owner | | |
| | | Name of township | | |
| | Instalment Sale Agreement | Name of purchaser | | |
| | | Name of township | | |
| | Tax Invoice from bank | Name of owner | | |
| | | Name of township | | |
| | Letter from the NHFC funded lender/intermediary | Name of borrower | | |
| | Occupancy Affidavit | Residential address | | |
| | | Persons occupying the home | | |

If any no appears at any of the above two stages, then the application should be declined.

ANNEXURE R: VALIDATION SHEET FOR ELEGIBILITY: TENANTS

VALIDATION OF ELIGIBILITY: TENANTS

(This form should be attached to the employee's application form when it is submitted to the designated official who will consider the application)

Stage 1: Verification of documents and content by designated official to consider applications.

| Tick the block adjacent to the document(s) attached to the application | Document | The document verifies | Significant features present on document | Are these significant features present? | |
|--|--------------------------------|--|--|---|----|
| | | | | Yes | No |
| | Offer to purchase/Deed of Sale | Agreement to lease | Name of tenant | | |
| | | | Erf/section no | | |
| | | | Occupational rent clause and amount | | |
| | Rental Agreement | Agreement to lease | Name of tenant | | |
| | | | Signature of tenant | | |
| | | | Erf/section no (optional) | | |
| | | | Name of landlord | | |
| | | | Signature of landlord | | |
| | Occupancy Affidavit | Proof of occupancy Location of property | Date | | |
| | | | Signature of Commissioner of Oath | | |
| | | | Residential address | | |
| | | | Persons occupying the home | | |

Stage 2: Comparison and cross checking of information across documents

| Tick the block adjacent to the document(s) attached to the application | Document | Information present on document | Does this information collate with the information on the application form | |
|--|--------------------------------|---------------------------------|--|----|
| | | | Yes | No |
| | Offer to purchase/Deed of Sale | Name of tenant | | |
| | | Name of township | | |
| | Rental Agreement | Name of tenant | | |
| | | Name of township | | |
| | Occupancy Affidavit | Residential address | | |
| | | Persons occupying the home | | |

If any no appears at any of the above two stages, then the application should be declined.