



DETERMINATION AND DIRECTIVE ON HOUSING ALLOWANCE FOR EMPLOYEES IN THE PUBLIC SERVICE AS REVIEWED

AUGUST 2025

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

TABLE OF CONTENTS

CHAPTER 1 – GENERAL MATTERS

1	INTRODUCTION AND PURPOSE	6
2	SCOPE AND APPLICABILITY	7
3	AUTHORISATION	7
4	COMMENCEMENT	7
5	INTERPRETATION	7
6	TRANSITIONAL ARRANGEMENTS	7
7	IMPLEMENTATION PROCEDURES	8
8	DEFINITIONS	9

CHAPTER 2 – HOUSING ALLOWANCE RULES AND REGULATIONS

1	PURPOSE	12
2	REQUIREMENTS FOR ACCESSING THE HOUSING ALLOWANCE	12
2.1	Eligibility for Employees	12
2.2	Dispensation for Certain Categories of Employees	12
2.3	Housing Tenure	13
2.4	Occupancy of the house over which the Housing Allowance is claimed	17
2.5	Location of the House	17
2.6	Documentary Proof	17
3	VALUE OF THE HOUSING ALLOWANCE	18
4	HOMEOWNERS: MEASURES, PROCEDURES AND VALIDATION	19
5	TENANTS: MEASURES, PROCEDURES AND VALIDATION	20
6	VALIDATION AND APPROVAL OF ELIGIBILITY FOR THE HOUSING ALLOWANCE	20
7	RESPONSIBILITIES OF EMPLOYEES	21
8	EFFECTIVE DATES FOR THE PAYMENT & TERMINATION OF HOUSING ALLOWANCE	21

CHAPTER 3 – HOUSING ALLOWANCE: GEHS INDIVIDUAL-LINKED SAVINGS FACILITY (ILSF)

1	PURPOSE	23
2	AUTHORISATION	23
3	COMMENCEMENT	23
4	EMPLOYEES' ELIGIBILITY AND MANDATORY ENROLMENT	23
5	POLICY: INDIVIDUAL-LINKED SAVINGS FACILITY	23
6	EMPLOYEE AND EMPLOYER RESPONSIBILITIES	25
7	ADMINISTRATION OF THE INDIVIDUAL-LINKED SAVINGS FACILITY	26

CHAPTER 4 – STATE AND OTHER HOUSING

1	PURPOSE	28
2	COMMENCEMENT	28
3	TRANSITIONAL ARRANGEMENTS	28
4	GENERAL	28
5	DEPARTMENTAL POLICY	29
6	RENTAL AGREEMENT	29
7	RENTAL PAYABLE IN RESPECT OF STATE HOUSING	29
8	RENTAL PAYABLE IN RESPECT OF OTHER HOUSING	29
9	EMPLOYEE AND EMPLOYER RESPONSIBILITIES	30

CHAPTER 5 – STATE GUARANTEE SCHEME

1	PURPOSE	32
---	---------	----

ANNEXURES

ANNEXURE A	EXAMPLE OF PERMISSION TO OCCUPY (PTO) CERTIFICATE AND RELATED DOCUMENTS	34
ANNEXURE B	EXAMPLE OF A “GHOST” DEED REPORT	40
ANNEXURE C	EXAMPLE OF AN INSTALMENT SALE AGREEMENT	42
ANNEXURE D	EXAMPLE OF A DEED OF SALE	57
ANNEXURE E	EXAMPLE OF A STANDARD LEASE AGREEMENT	60
ANNEXURE F	EXAMPLE OF AN ABRIDGED RENTAL AGREEMENT	65
ANNEXURE G	EXAMPLE OF HOUSE-LOAN STATEMENT (TAX INVOICE) FROM A FINANCIAL INSTITUTION	69
ANNEXURE H	EXAMPLE OF A MEMBERSHIP/BENEFICIARY LIST OF COMMUNAL PROPERTY ASSOCIATION	71
ANNEXURE I	HOUSING ALLOWANCE APPLICATION FORM FOR HOME-OWNERS	73
ANNEXURE J	HOUSING ALLOWANCE APPLICATION FORM FOR TENANTS	79
ANNEXURE K	VALIDATION SHEET FOR HOUSING ALLOWANCE FOR HOMEOWNERS	84
ANNEXURE L	VALIDATION SHEET FOR HOUSING ALLOWANCE FOR TENANTS	87
ANNEXURE M	GEHS: ILSF EMPLOYEE WITHDRAWAL APPLICATION FORM	89
ANNEXURE N	NOMINATION OF BENEFICIARIES FOR THE GEHS: ILSF	95

CHAPTER 1

GENERAL MATTERS

DETERMINATION AND DIRECTIVE ON HOUSING: GENERAL MATTERS

1. INTRODUCTION AND PURPOSE

1.1 This Determination covers the following:

- 1.1.1 The Housing Allowance as contained in clause 7.1 of the Public Service Co-ordinating Bargaining Council (PSCBC) Resolution 2 of 2004 and clause 12 of the PSCBC Resolution 1 of 2007 respectively;
- 1.1.2 The Housing Allowance as contained in clauses 4.4 to 4.6 of the PSCBC Resolution 7 of 2015;
- 1.1.3 The Housing Allowance adjustments as contained in clause 6 of the PSCBC Resolution 1 of 2018;
- 1.1.4 The Housing Allowance adjustment as contained in clause 4.1.1 of the PSCBC Resolution 1 of 2025;
- 1.1.5 Individual-Linked Savings Facility (ILSF) as contained in clause 4.3.1 of the PSCBC Resolution 1 of 2025;
- 1.1.6 The Housing Allowance in terms of clause 4.5 of the PSCBC Resolution 7 of 2015, and as more fully outlined in Chapter 2 of this Determination, which is available to employees as part of the State's financing of employees' housing to assist employees with the recurring costs of their accommodation;
- 1.1.7 The Housing Allowance which shall be paid to eligible employees in a manner stipulated in Chapter 2 and which shall be used for purposes outlined therein; and
- 1.1.8 The safe custody and administration of the portion of the Housing Allowance that is diverted to and accumulated in an individual-linked savings facility in a manner set out in Chapter 3 of this Determination.

1.2 The purpose of this Determination is:

- 1.2.1 To give effect to clause 7.1 (with the exception of clause 7.1.12 thereof), as contained in the PSCBC Resolution 2 of 2004;
- 1.2.2 To give effect to clauses 4.5 and 4.6 of the PSCBC Resolution 7 of 2015;
- 1.2.3 To give effect to sub clauses 4.5.6.1 and 4.5.6.2 of the PSCBC Resolution 7 of 2015;
- 1.2.4 To give effect to clause 4.3.1 of the PSCBC Resolution 1 of 2025;
- 1.2.5 To give effect to clause 4.1.1 of the PSCBC Resolution 1 of 2025;

- 1.2.6 To introduce procedures to facilitate access to the Housing Allowance and mechanisms to validate applications for the said allowance.

2. SCOPE AND APPLICABILITY

- 2.1 This Determination is applicable to employees employed by the State and who fall within the registered scope of the PSCBC. Employees on salary levels 11 and 12 who are not remunerated in terms of total cost to employer are eligible to receive the housing allowance.

3. AUTHORISATION

- 3.1. This Determination is made by the Minister for the Public Service and Administration in terms of section 3(5)(a), read with section 5(6)(b), of the Public Service Act, 1994, as amended.

4. COMMENCEMENT

- 4.1 This Determination commences on the date of approval by the Minister.

5. INTERPRETATION

- 5.1 In the event of any conflict between the provisions of this Determination and any previous Determination, the provisions of this Determination shall take precedence unless specifically determined otherwise by the Minister.

6. TRANSITIONAL ARRANGEMENTS

- 6.1. The enrolment of employees with the Government Employees Housing Scheme (GEHS) commenced on 1 January 2016. Employees must be enrolled with the GEHS in order to access the services and/or products of the GEHS.

- 6.2. The delinking of the payment of the Housing Allowance to spouses of public servants will be implemented as follows:

- 6.2.1 Employees on salary levels 1 to 5, shall qualify with effect from 1 September 2018.

- 6.2.2 Employees on salary levels 6 to 12, shall qualify with effect from 1 September 2019. Please note that only those employees who are not on a Total Cost to Employer package (TCE) shall qualify for the payment of a Housing Allowance.

- 6.2.3 In order for the previously excluded spouse to be eligible for the delinking of the payment of a Housing Allowance, the Housing Allowance application form and the relevant documentation as listed in the application form must be submitted.

- 6.2.4 The current rules regarding the qualifying criteria as appears in the

previous Determination are still applicable, save for the delinking part which was signed in Resolution 1 of 2018. Employees must note the following requirements:

- 6.2.4.1 The employee's name must appear on the title deed to qualify for the Housing Allowance as a homeowner; or
 - 6.2.4.2 The lease agreement must be in the name of the employee to qualify for Housing Allowance as a tenant; or
 - 6.2.4.3 The Permission-to-Occupy (PTO) certificate must be in the employee's name;
 - 6.2.4.4 A sworn affidavit that the employee and his or her spouse and/or immediate family occupy the house.
- 6.2.5 Once the above has been obtained, the employee must complete the Housing Allowance application form as a homeowner or tenant.
- 6.2.6 The application form with all the relevant documentation (as per the Housing Allowance application form) must be handed to the Human Resources (HR) section of the relevant department, which must capture the information on the PERSAL system.
- 6.2.7 The employee will start receiving the Housing Allowance in the month he or she submits the signed application form, including the correct documentary proof (as per the Housing Allowance application form).

7. IMPLEMENTATION PROCEDURES

7.1. Heads of Departments in National and Provincial Administrations:

- 7.1.1 Shall receive and process employees' applications to access the Housing Allowance and where applicable to apply for withdrawal of funds from the ILSF.
- 7.1.2 Shall assist employees to enrol with the GEHS through the designated mechanism and procedures as availed by the GEHS Administration.
- 7.1.3 Shall receive and process for implementation, employees' applications for house-loan repayments through payroll deductions in favour of registered housing loan financial service providers. The deductions must be treated as statutory deductions.
- 7.1.4 Shall issue letters to qualifying employees confirming the housing allowance benefit.
- 7.1.5 May adapt these roles and processes according to their own internal administrative arrangements. In doing so, it should be ensured that the

activities described are carried out effectively and efficiently.

- 7.1.6 Should expedite the decision-making process, authorise a designated employee, preferably at the level of Director or Deputy Director in Corporate Services/the Human Resources Unit to implement the actions outlined above.

8. DEFINITIONS

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

8.1.1 “Immediate family” for the purposes of the administration of the Housing Allowance, refers to the employee’s parent, adoptive parent, step- parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling. For the purposes of this provision “child” means the employee’s son or daughter, and where applicable son / daughter-in-law, of any age.”

8.1.2 “Spouse¹” means a person or persons registered with the Employer as the lawful husband or wife (wives) or life partner (including a same-sex life partner) by the employee at the time of use of the benefit, worker compensation or work facility, provided that an employee: -

8.1.2.1 may register all spouses entered into under customary or indigenous law with the Employer;

8.1.2.2 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.)

8.1.2.3 who has (a) spouse(s) registered with the Employer in terms of the Recognition of Customary Marriages Act 120 of 1998, and the Marriages Act, 25 of 1961, may not register a life partner with the Employer;

8.1.3 “Operational reasons” means the department requires the employee’s skills in a different magisterial district from where he or she is occupying their house. This only refers to an employer-initiated action not to an employee-initiated action.

¹ Circulars 1/6/1 dated 2 August 2002 regarding the Definition of spouses 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

8.1.4 “Marriage in community of property” in respect of the following Acts:-

- 8.1.4.1 The Marriage Act, 1961 (Act 25 of 1961)
- 8.1.4.2 The Marriage Extension Act, 1997 (Act 50 of 1997)
- 8.1.4.3 The Recognition of Customary Marriages Act, 1998 (Act 120 of 1998, amended November 2000)
- 8.1.4.4 The Civil Union Act, 2006 (Act 17 of 2006)

8.1.5 “Communal Property Associations” are landholding institutions established under the Communal Property Associations Act No. 28 of 1996 (the CPA Act). Beneficiaries of the land reform, restitution and redistribution programmes who want to acquire, hold and manage land as a group can establish legal entities to do so.

CHAPTER 2

HOUSING ALLOWANCE RULES AND REGULATIONS

HOUSING ALLOWANCE RULES AND REGULATIONS

1. PURPOSE

- 1.1 The Housing Allowance is intended to assist employees with the recurring (monthly) costs of their accommodation. The Housing Allowance is provided to assist employees to gain access to owned or rented accommodation.
- 1.2 The Housing Allowance shall be payable as a monthly taxable 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 and part time basis, i.e. permanent or on a fixed-term contract of six (6) months and longer and who receives his or her salary plus benefits, may receive a Housing Allowance if he or she meets the requirements regulating the payment of the said allowance.
- 2.1.2 The Housing Allowance shall be paid -
 - 2.1.2.1 If the employee's name appears on the title deed; or
 - 2.1.2.2 If the employee's name appears on the lease agreement; or
 - 2.1.2.3 If the employee's name appears on the Permission-to-Occupy (PTO) certificate;
 - 2.1.2.4 If the employee's name appears on the beneficiary list of the Communal Property Association (CPA) registered with the CPA.
 - 2.1.2.5 A sworn affidavit that the employee and his or her spouse and/or immediate family occupy the house in respect of which the Housing Allowance is paid.
 - 2.1.2.6 Where a number of independent employees, each having a separate rental agreement, live in one house, each employee will qualify for the allowance.

2.2. DISPENSATION FOR CERTAIN CATEGORIES OF EMPLOYEES

2.2.1 NEW EMPLOYEES

- 2.2.1.1 Employees who are employed in the Public Service on or after the 27 May 2015:
- 2.2.1.2 shall, upon approval of their application, be paid the full Housing Allowance directly to them if they own

the house in which they live;

- 2.2.1.3 shall, upon approval of their application, have the full Housing Allowance diverted and accumulated into the ILSF, if they do not own a house, but rent the house (i.e. are tenants) in which they live.

2.2.2 EMPLOYEES IN SERVICE PRIOR TO 27 MAY 2015

- 2.2.2.1 Employees in service prior to 27 May 2015 who have not previously accessed the Housing Allowance and henceforth apply for the Housing Allowance:

- 2.2.2.1.1 shall, upon approval of their application, be paid the full Housing Allowance directly to them if they own the house in which they live;

- 2.2.2.1.2 shall, upon approval of their application, be paid only R900.00 of the Housing Allowance directly to them and the balance of the total Housing Allowance shall be diverted to and accumulated in the ILSF, if they do not own a house, but rent the house (i.e. are tenants) in which they live.

- 2.2.2.2 Employees in service prior to 27 May 2015 who were recipients of the Housing Allowance as homeowners but failed to complete the new Housing Allowance application for homeowners form **(Annexure H)**, shall continue to receive the R900.00 Housing Allowance without any adjustments to their allowance or savings.

2.2.3 SENIOR AND MIDDLE MANAGEMENT SERVICE (SMS AND MMS)

- 2.2.3.1 Employees who are on a Cost-to-Employer (CTE) package do not qualify for the Housing Allowance. If their spouse (on salary levels 1-10) qualifies in terms of the rules set out in this Determination, they must apply for the Housing Allowance as a homeowner or tenant, as they qualify, whichever is applicable.

2.3. HOUSING TENURE

- 2.3.1. An employee can either own (hereafter referred to as a homeowners) or rent (hereafter referred to as a tenant) a house to qualify for the Housing Allowance, provided that he or she meets all the other qualifying requirements set out in this Chapter.

2.3.2. Home Owner

2.3.2.1. The house in respect of which the employee applies for a Housing Allowance, **must be registered in the employee's name** whether alone or with (any) other co- owner(s), e.g. a spouse, friend, sibling or parent. For this purpose the following forms of tenure are recognised:

- (a) Title deed. Ownership could be outright or freehold ownership and title deed is obtained when the ownership of the house is transferred into the buyer's name by a conveyancer.
- (b) Permission-to-Occupy (PTO). This category is *de facto* ownership in rural areas. A person obtains a permission from the relevant authority to utilise an allocated stand to construct a house on that stand. This permission is granted by means of the issuing of a PTO certificate. Different arrangements apply in different provinces. All PTOs are subject to verification with the GEHS.

The minimum requirements on the PTO certificate:

It must be on a letterhead or a stamp identifying the relevant authority signature and full name and surname of the authority.

A Certified copy of an Identity Document (ID), of the employee to whom permission is granted to construct a house on the allocated stand.

The PTO certificate must clearly indicate the portion of land/allotment, the extension, the ward and the district where it is allocated.

- (c) Beneficiary list of the Communal Property Association (CPA) registered with the Communal Property Associations.

The minimum requirements on the CPA Beneficiary List:

The employee's name must appear on the beneficiary list of the Communal Property Association (CPA) registered with the Communal Property Associations Office. The CPA beneficiary list must be stamped.

All CPA beneficiary lists are subject to verification with the GEHS.

- (d) 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.
- (e) Transfer letter from the transferring attorneys. ILSF savings required as a deposit towards purchasing a house, and/or payment towards transfer costs.

2.3.2.2. A marriage certificate indicating that a marriage is in community of property, or if no such indication is given, 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 or her marriage is in community of property, or if no such indication is given, a marriage certificate plus an affidavit declaring that his or her marriage is in community of property.
- (b) If a PTO 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 PTO certificate which is in the name of the other spouse together with a marriage certificate indicating that his or her marriage is in community of property, or if no such indication is given, a marriage certificate plus an affidavit declaring that his or her marriage is in community of property.
- (c) If the CPA Beneficiary list 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 the CPA beneficiary list which is in the name of the other spouse together with a marriage certificate indicating that his or her marriage is in community of property, or if no such indication is given, a marriage certificate plus an affidavit declaring that his or her marriage is in community of property.
- (d) 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 the rental agreement which is in the name of the other spouse together with a marriage certificate indicating that his or her marriage is in community of property, or if no such indication is given, a marriage certificate plus an affidavit declaring that his or her marriage is in community of property.

2.3.2.3. A formal letter from the Administration (**NOT** a Councillor and a Mayor) of a municipality indicating ownership status shall be recognised for purposes of the payment of the Housing Allowance.

2.3.2.4. Property registered in the name of a company and closed corporation and trust shall NOT be recognised for purposes of the Housing Allowance.

2.3.3. **Tenant**

2.3.3.1. An employee applying for the Housing Allowance as a tenant, must have a valid written rental agreement in his or her name alone or together with his or her spouse, and other co-tenant(s), friend, sibling or parent for the house he or she is occupying.

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

(a) Renting from a private landlord.

(b) Renting from a municipality.

(c) Renting from immediate family and/or friend.

(d) Compulsory occupation of State Housing in terms of the PSCBC Resolution 3 of 1999.

(e) Voluntary occupation of Other Housing in terms of a departmental policy contemplated in terms of the PSCBC Resolution 3 of 1999.

2.4 OCCUPANCY OF THE HOUSE OVER WHICH THE HOUSING ALLOWANCE IS CLAIMED

- 2.4.1 The employee and/or his or her immediate family must occupy the house, in respect of which the Housing Allowance is paid.
- 2.4.2 The occupancy requirement is waived in the case of an employee who-
 - 2.4.2.1 has been transferred abroad for official duties, and who can no longer occupy his or her own house as a result thereof; or
 - 2.4.2.2 is performing sessional duties in Cape Town and cannot occupy his or her house for the duration of the Parliamentary Session; or
 - 2.4.2.3 is compelled to occupy State Housing and cannot occupy his or her own house.

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

2.5 LOCATION OF THE HOUSE

- 2.5.1 The house in respect of which the employee receives the Housing Allowance must be located within the borders of South Africa.

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, must submit the prescribed documentary proof with his or her application for a Housing Allowance. Failure to do so or submitting incomplete/invalid documentation may result in the delay/rejection of the application.
- 2.6.3 In all instances the prescribed documentary proof must specifically reflect the name of the employee or his or her spouse if married in community of property.
- 2.6.4 **Required documentary proof of ownership may be one of the following:**
 - 2.6.4.1 Copy of title deed.
 - 2.6.4.2 "Ghost deed" from the Deeds office (**Annexure B**).
 - 2.6.4.3 Permission-to-Occupy certificate from the relevant Authority (Annexure A).
 - 2.6.4.4 Home loan statement (tax invoice) from a registered financial services institution not older than six (6) months

(Annexure G).

2.6.4.5 Certified copy of the instalment sale agreement **(Annexure C).**

2.6.4.6 Certified Copy of the Communal Property Associations Beneficiary List registered with Communal Property Associations Office. **(Annexure H).**

2.6.5 Required documentary proof of tenancy:

2.6.5.1 Written lease or rental agreement **(Annexure E)**

2.6.6 Required documentary proof of house occupancy

2.6.6.1 A sworn affidavit by the employee stating that the employee and/or his or her immediate family occupy the house for which the Housing Allowance is accessed.

2.6.6.2 Please refer to **Annexures A to E** for examples of the different types of proof. An example of an abridged rental/lease agreement is also attached at **Annexure F** 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.

2.6.6.3 It should be noted that the examples merely serve as an illustration of the purpose for which they may be used. Therefore, neither the Minister for the Public Service and Administration nor the employing department or official in the employ of the aforementioned:

(a) 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

(b) 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 value of the Housing Allowance payable to all categories of employees who qualify for the allowance i.e. for rental and home ownership respectively, was increased from R900.00 to R1 200.00 per month from 1 July 2015.

3.1.2. The Housing Allowance in clause 3.1.1 (R1 200.00) is a fixed amount and shall be adjusted annually based on the actual average Consumer Price Index (CPI) for the preceding financial year. Such adjustments shall be implemented on 1 July of each year henceforth, starting from

1 July 2017.

- 3.1.3. The adjustment is not applicable to the R900.00 for employees receiving the Housing Allowance as tenants.

4. HOMEOWNERS: MEASURES, PROCEDURES AND VALIDATION

- 4.1. The Housing Allowance for this category of employees is R1 200.00 per month and will be subject to review as contemplated in clause 3.1.2 above.

- 4.2. A homeowner for purpose of this Housing Allowance is regarded to be an employee who:

4.2.1. Has a registered title over a residential property.

4.2.2. Is in possession of a valid Permission-to-Occupy (PTO) certificate issued by a relevant Authority.

4.2.3. Holds a valid instalment sale agreement over a residential property.

4.2.4. Has a registered title over a residential property with or without a house loan. When an employee's bond/house loan is paid-up on the house he or she and/or his or her immediate family is/are occupying the house, the Employer will continue to pay the Housing Allowance for as long as the other qualifying requirements are met.

4.2.5. An employee who buys a new house or acquires homeownership status may apply for the Housing Allowance on the prescribed application form. The employee's application must be accompanied with the prescribed documentary proof.

4.2.6. **Employees in Rural Areas:** Employees residing on communal land with valid Permission-to-Occupy certificate or equivalent are, for purposes of the Housing Allowance, deemed to be homeowners.

4.2.7. **Employees who own land and are busy building a house,** that house must be completed and occupied as indicated in clause 4.2.4 above within 36 months from qualifying for the Housing Allowance as a homeowner. Failure for the employee to build within 36 months period, a further 12 months extension can be granted on request. If the employee cannot prove occupancy, the Housing Allowance as a homeowner must be cancelled. Employees must submit an affidavit from the Commissioner of Oath confirming that they have built their home.

5. TENANTS: MEASURES, PROCEDURES AND VALIDATION

- 5.1 Employees who are eligible to receive the Housing Allowance but do not own a house, shall continue to receive R900.00 per month only if their appointment date is before 27 May 2015. The difference between the total applicable Housing Allowance and the R900.00 shall be diverted to and accumulated in the GEHS Individual-Linked Savings Facility (GEHS: ILSF).
- 5.2 Employees who enter the Public Service after 27 May 2015 shall, upon approval of their application, have the full Housing Allowance diverted and accumulated into the GEHS ILSF, if they do not own a house, but rent a house (i.e. are tenants) in which they live.
- 5.3 An employee who rents a house will qualify for Housing Allowance if he or she holds a rental agreement on the house he or she and/or his or her immediate family is/are occupying.
- 5.4 Only written rental agreements will be accepted for purposes of the Housing Allowance. Rental agreements must be renewed every two (2) years. Month-to-month lease agreements are not acceptable.
- 5.5 An employee with a written rental agreement must apply for the Housing Allowance for Tenants on the prescribed application form (**Annexure J**) together with the Nomination of Beneficiary form (**Annexure N**).
- 5.6 The application must be accompanied by his or her signed application, including the correct documentary proof indicated on the mentioned application form.

6. VALIDATION AND APPROVAL OF ELIGIBILITY FOR THE HOUSING ALLOWANCE

- 6.1 The decision-making process, whether to approve or decline an employee's application for the Housing Allowance, is supported by a simple validation process comprising 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 homeowners appears at

Annexure K, while the sheet to validate the applications for tenants appears at **Annexure L**.

- 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 (HR) Unit to consider and approve or decline applications for the Housing Allowance.
- 6.5 If an employee sells his or her house or terminates his or her rental agreement on his or her house, the payment of the Housing Allowance shall be terminated. The employee may re-apply for the Housing Allowance on the new house he or she purchases or rents.
- 6.6 If an employee fails to inform his or her department of any changes affecting his or her eligibility for the Housing Allowance, the department shall immediately terminate payment of the Housing Allowance and recover all the monies which have been overpaid. The department should consider instituting the disciplinary procedure, if necessary.

7. RESPONSIBILITIES OF EMPLOYEES

- 7.1 An employee must complete and submit the Housing Allowance Application Form for House-Owner (**Annexure I**) or for Tenant (**Annexure J**) together with the prescribed documentary proof in order to qualify for the Housing Allowance.
- 7.2 An employee is obliged to notify his or her department in writing of any changes that affect his or her eligibility for the Housing Allowance.

8. EFFECTIVE DATES FOR THE PAYMENT AND TERMINATION OF THE HOUSING ALLOWANCE

- 8.1 An employee shall start to receive his or her Housing Allowance on the employee's pay date in the month he or she submits his or her signed application, including the correct documentary proof required.
- 8.2 The employee's Housing Allowance will stop on the employee's pay date in the month that he or she no longer meets the requirements for the receipt of the Housing Allowance.

CHAPTER 3

HOUSING ALLOWANCE: GEHS: INDIVIDUAL-LINKED SAVINGS FACILITY (GEHS: ILSF)

HOUSING ALLOWANCE: GEHS INDIVIDUAL-LINKED SAVINGS FACILITY

1. PURPOSE

- 1.1 The purpose of this Chapter is to give effect to the ILSF as contained in clause 4.5.6 in the PSCBC Resolution 7 of 2015.
- 1.2 This Chapter applies to employees who are recipients of the Housing Allowance but do not as yet own a house. Such employees shall have a part portion, of the Housing Allowance diverted and accumulated into the GEHS ILSF.
- 1.3 This Determination introduces procedures and mechanisms as well as the general features of the ILSF contemplated in clause 4.5.6 in the PSCBC Resolution 7 of 2015.

2. AUTHORISATION

- 2.1 The diversion and accumulation of a portion of the Housing Allowance into an ILSF for identified employees is effected in terms of section 3(5)(a), read with section 5(6)(b), of the Public Service Act, 1994, as amended.

3. COMMENCEMENT

- 3.1. The ILSF came into effect on 1 July 2015.

4. EMPLOYEES ELIGIBILITY AND MANDATORY ENROLMENT

- 4.1. All employees are eligible to access services offered by the GEHS provided that they are enrolled with the Scheme in the stipulated manner.
- 4.2. All employees must enrol with the GEHS in order to access the services offered by the GEHS.
- 4.3. The GEHS Administration shall provide and maintain a suitable mechanism and procedure to enable employees to enrol with the GEHS. Such enrolment mechanism and procedure shall:
 - 4.3.1 make it possible for employees to provide and update their personal information as well housing-related information including necessary consent for purposes of modelling and profiling,
 - 4.3.2 ensure safe custody of information of enrolled employees,

5. POLICY: INDIVIDUAL-LINKED SAVINGS FACILITY

- 5.1 Employees who are eligible to receive the Housing Allowance but do not own

a house, shall continue to receive R900.00 per month, subject to the applicable tax deduction. The difference between the total applicable Housing Allowance, being R1 336.22 as at 1 July 2018, and the R900.00 shall be diverted to and accumulated in the GEHS ILSF.

- 5.2 Accumulated savings in the GEHS ILSF shall only be accessed for the purposes of:
 - 5.2.1 acquiring homeownership; or
 - 5.2.2 building a house on land owned by the employee; or
 - 5.2.3 improving a house acquired and owned by the employee.
- 5.3 Accumulated savings shall be held in an interest-bearing facility until such time that the employee is ready to access the funds for the purposes set out in clause 5.2 above.
- 5.4 Should an employee's employment in the Public Service be terminated, the following provisions shall apply:
 - 5.4.1 In the event of retirement or medical boarding: the employee shall receive the full value of the accumulated savings.
 - 5.4.2 In the event of death of the employee: the full value of the accumulated savings shall be paid to the nominated beneficiaries of the deceased employee or estate; and
 - 5.4.3 In the event of resignation and/or dismissal: employees who resign or are dismissed shall receive the full value of the accumulated savings with effect from 1 April 2025.
 - 5.4.4 Contract employees who accessed the Housing Allowance as tenants as part of benefits: the employee shall receive the full value of the accumulated savings upon the expiry of the contract.
- 5.5 New employees who entered the Public Service after the 27 May 2015:
 - 5.5.1 Shall, upon approval of their application, have the full value of the Housing Allowance, diverted to and accumulated in the GEHS ILSF if they do not own a house but rent the house (i.e. are tenants) in which they live.
 - 5.5.2 Employees falling in this category shall make an application to receive the Housing Allowance as tenants, where after the whole Housing Allowance shall be diverted to and accumulated in the ILSF, once approved.
- 5.6 The full value of accumulated savings will remain in the ILSF in the event that:
 - 5.6.1 the employee is promoted from salary level 1-10 to MMS or SMS; and or

5.6.2 the employee's appointment status changes from –

5.6.2.1 contract to permanent; or

5.6.2.2 permanent to contract

6 EMPLOYEE AND EMPLOYER RESPONSIBILITIES

6.1. EMPLOYEE

6.1.1. An employee must request the Head of Department in writing, should they wish to withdraw their accumulated Housing Allowance savings from the ILSF subject to clauses 5.2 and 5.4 above.

6.1.2. An employee must satisfy himself or herself of the correctness of the periodic statements issued to him or her on the accumulated savings in the ILSF. Should an employee detect any inconsistency and/or error(s) in the ILSF periodic statements, the employee must notify the Head of Department immediately in writing for the discrepancy to be investigated.

6.1.3. An employee must inform the Head of Department of the changes in his or her circumstances that may potentially have an impact on the deposits accumulated into the ILSF. This includes records of beneficiaries.

6.2 EMPLOYER

6.2.1. The GEHS shall administer the ILSF in compliance with the financial services sector regulatory regime.

6.2.2. The GEHS shall ensure the safe custody of the accumulated savings contributions in a manner that is traceable to individual employees

6.2.3. The GEHS shall ensure that periodic balance statements that indicate the value of accumulated Housing Allowance savings are delivered to individual employees.

6.2.4. An Employer shall receive, process and approve applications for withdrawal of accumulated savings in terms of clause 5.2 and clause 5.4 of this chapter. To this end,

6.2.4.1 **Heads of Department shall:**

- (a) as soon as becoming aware of an employee's termination of employment, in terms of clauses 5.4.1, 5.4.2 and 5.4.4 in this chapter, immediately direct the affected employee or his or her next of kin, in the case of a deceased employee, to apply for the withdrawal of the

accumulated savings from the ILSF through the prescribed application form (**Annexure M**).

- (b) upon validating the ILSF withdrawal application, submit such application to the department's HR section for consideration.

6.2.4.2 The Department's HR Section shall:

- (a) Only receive submissions of ILSF withdrawal applications from employees.
- (b) Consider such ILSF withdrawal applications for approval, or disapproval, in line with clause 5.4 of this chapter.
- (c) Upon approval of the ILSF withdrawal application, process the payment of the accumulated savings from the ILSF to the employee's bank account or that of a legitimate third party in case of death.

7. ADMINISTRATION OF THE INDIVIDUAL-LINKED SAVINGS FACILITY

- 7.1. The GEHS Administration shall ensure the safe custody and full preservation of the accumulated savings while attracting interest thereon.
- 7.2. The custody of accumulated savings shall be traceable to the deposits made on behalf of employees over time.
- 7.3. Periodic statements of accumulated balances shall be issued to employees
- 7.4. The GEHS Administrator shall ensure that:
 - 7.4.1 the ILSF "funds" account is maintained for the accumulated savings with linkage to individual employee contributions.
 - 7.4.2 the "funds" account shall in all instances and at all times be separate from the "transaction" or "trading" account from which ILSF disbursements are to be made.
 - 7.4.3 Monies in the "funds" account may only be withdrawn by the GEHS Administrator in terms of an approved individual employee's ILSF withdrawal application.
 - 7.4.4 An annual audit of the ILSF is undertaken.
- 7.5 The Minister shall, from time to time, in consultation with the Minister of Finance, make Determinations in respect of the treatment of forfeited and/or unclaimed accumulated savings.

CHAPTER 4

STATE AND OTHER HOUSING

STATE AND OTHER HOUSING

1. PURPOSE

1.1. The purpose of this Chapter is

- 1.1.1 to integrate and give effect to the provisions regulating State and Other Housing as contained in the PSCBC Resolution 3 of 1999, read with the PSCBC Resolution 3 of 2000 and clauses 7.1.8 and 7.1.9 of the PSCBC Resolution 2 of 2004 respectively; and
- 1.1.2 to give effect to the individual-linked savings facility as contained in clause 4.5.6 in the PSCBC Resolution 7 of 2015 to those who are compelled by the Employer to occupy State and Other Housing.

2. COMMENCEMENT

- 2.1 The Housing Allowance for rental of State and Other Housing is adjusted with effect from 1 July 2015.

3. TRANSITIONAL ARRANGEMENTS

3.1. TRANSITIONAL MEASURES: THE PSCBC RESOLUTION 2 OF 2004

- 3.1.1. An employee who is compelled to occupy and rent State Housing in terms of the PSCBC Resolution 3 of 1999, read with Chapter 2 of this Determination shall receive a Housing Allowance on his or her own house.
- 3.1.2. Noting that this employee may now receive a Housing Allowance because of the rental agreement on the State House he or she is occupying, such an employee should be allowed to continue to receive the Housing Allowance on his or her own house. Such an employee is also eligible to apply for the Housing Allowance in respect of the State House he or she is compelled to occupy.
- 3.1.3. If an employee wishes to apply for the Housing Allowance on the State House he or she is compelled to occupy, the Housing Allowance in respect of his or her own house should be terminated.

4. GENERAL

4.1. The provisions of this Chapter apply if-

- 4.1.1. the Employer deems it necessary for an employee to occupy specific housing, i.e. State Housing; and
- 4.1.2. the employee concerned is not a member of the South African National Defence Force (SANDF), the South African Police Service (SAPS) and the Department of Correctional Services (DCS).

- 4.2. The Employer shall require an employee to live only in housing that provides a safe and healthy environment for the employee and where relevant, his or her family.

5. DEPARTMENTAL POLICY

- 5.1 The Executive Authority may establish a more detailed policy for his or her department/s, if-

5.1.1 He or she negotiates the policy, if necessary; and

5.1.2 The policy is not contrary to any provision of the collective agreements mentioned in this Chapter clause 1.1.1 and 1.1.2 above and/or this Determination.

- 5.2 The above-mentioned policy must at least set out –

5.2.1 the circumstances under which an employee shall be compelled to occupy State Housing; and

5.2.2 the circumstances and conditions under which the executive authority shall provide Other Housing, e.g. the payment of rental, which may be equal to market-related rental.

6. RENTAL AGREEMENT

- 6.1 The Executive Authority must enter into a rental agreement with the employee concerned.

- 6.2 The agreement must stipulate that, if the employee –

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

6.2.2 terminates his or her employment in the Public Service, the Employer shall give the employee and/or his or her family three (3) months' notice to evacuate the house.

7. RENTAL PAYABLE IN RESPECT OF STATE HOUSING

- 7.1 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 2015, pay a monthly rental of R900 per month as stipulated in clause 4.5.6.1 of the PSCBC Resolution 7 of 2015. The difference between the total housing allowance and the R900 shall be diverted to and accumulated in the ILSF.

8. RENTAL PAYABLE IN RESPECT OF OTHER HOUSING

- 8.1 The rental payable for Other Housing, i.e. housing provided by the Employer

to its employees where such housing is not owned by the State, shall be as determined in the relevant departmental policy.

8.2 Such rental may not be less than R900.00 per month.

9. EMPLOYEE AND EMPLOYER RESPONSIBILITIES

9.1 EMPLOYEE RESPONSIBILITIES

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

9.1.2 The employee must uphold the terms and conditions of his or her rental agreement.

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

9.2 EMPLOYER RESPONSIBILITIES

9.2.2. If the employee must temporarily move out of the State or Other Housing to permit necessary maintenance work the Employer shall:

9.2.2.1. exempt the employee from the payment of his or her rental for the relevant period; and

9.2.2.2. reimburse him or 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.

CHAPTER 5
STATE GUARANTEE SCHEME:

**Guarantee Scheme for Housing Loans for Officials
and Employees in the Public Sector**

STATE GUARANTEE SCHEME

1. PURPOSE

- 1.1 The purpose of this Chapter is to integrate and sustain the provisions relating to the State Guarantee Scheme as contained in the policy and procedure manual regulating the State Guarantee Scheme, read with clause 7.1.15 of the PSCBC Resolution 2 of 2004.
- 1.2 The State Guarantee Scheme remains in force. This Determination only contains reference to the State Guarantee Scheme for ease of reference
- 1.3 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 THE DETERMINATION ON HOUSING

ANNEXURE A:
EXAMPLE OF PERMISSION-TO-OCCUPY (PTO)
CERTIFICATE AND RELATED DOCUMENTS

The minimum requirements on the PTO certificate:

Letter-head or a stamp identifying the relevant authority

A certified copy of an Identity Document (ID), of the employee to whom permission is granted to construct a house on the allocated stand.

The PTO certificate must clearly indicate :

the portion of land/allotment,

the extension,

the ward and

the district where it is allocated

Signature and full name and surname of the relevant authority

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

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

(draw figure representing the allotment here (below))

The figure
represents allotment:
in ward
area/district of:
in extent square 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, except 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 B:
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:	T0IR01440000266900069
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 Liezl using Ghost

ANNEXURE C:
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 or 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 voetstoots.
- 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 or 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 or 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 domicilium 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	
Amount of Final Payment:	
Monthly cost of rates and taxes, utilities and house structure insurance	
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

II INSTALMENT	Date

SIGNED at _____ on this _____ day of _____ 20.....

**ANNEXURE D:
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 E:
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 the day of.....20...("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 to 200....
2.2.1 *This lease shall endure for a period of months "the INITIAL PERIOD" commencing on the.....day of.....20 and shall continue thereafter on a month to month basis.
2.3 A rental deposit of R..... has been paid on the day of 20 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 at Bank, 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-twelfth 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 20

WITNESS:

1.

2.

.....
LESSEE

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

this.....day of 20..

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 permit 20....

ANNEXURE F:
EXAMPLE OF AN ABRIDGED RENTAL AGREEMENT

EXAMPLE

ABRIDGED (FAMILY/FRIEND) LEASE AGREEMENT

Entered into by and between:

.....THE LANDLORD Address:
AND

.....("TENANT")

Start Date:.....20.....

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

TERMS AND CONDITIONS

1. DURATION

This LEASE shall commence on 20..... 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.

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.

5. SERVICES

5.1 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.

5.2 Furnishings/Equipment

- 5.2.1 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.
- 5.2.2 Ownership of the furnishings/equipment used by the TENANT in terms of 4.2.1 shall at all times remain vested in the LANDLORD.
- 5.2.3 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.

5.3 Telephone

- 5.3.1 If the PREMISES are supplied with a telephone extension, the tenant has access to the telephone for usage.
- 5.3.2 All outgoing calls made by the TENANT on the PREMISES shall be charged by the LANDLORD to the TENANT.
- 5.3.3 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.
- 5.3.4 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.

5.4 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 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 G:
EXAMPLE OF A HOUSE-LOAN STATEMENT (TAX INVOICE)
FROM A FINANCIAL INSTITUTION

LETTERHEAD FROM BANK/ FINANCIAL INSTITUTION

TAX INVOICE

01 July 2015

Dear M_____

HOMELoAN: ACCOUNT NUMBER:

We are pleased to advise that the homeloan 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 H:
**EXAMPLE OF A MEMBERSHIP/BENEFICIARY LIST OF COMMUNAL
PROPERTY ASSOCIATION**

MEMBERSHIP/BENEFICIARY LIST OF XXX COMMUNAL PROPERTY ASSOCIATION

NO	SURNAMES	NAMES	ID NUMBERS	CONTACT NUMBERS	STREET ADDRESS	TOWN

ANNEXURE I:
HOUSING ALLOWANCE APPLICATION FORM FOR HOMEOWNERS



HOUSING ALLOWANCE APPLICATION FORM FOR HOMEOWNERS

INSTRUCTIONS

- 1 Employees who are Home-owners should complete this application form.
- 2 Complete and tick the boxes that apply to you.
- 3 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.
- 4 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		
	House		
	Cell		

SPOUSE'S DETAILS

Surname		Initials	
ID No			
Employer			
Work address			
Contact No	Work		
	House		
	Cell		

SECTION B: HOMEOWNERSHIP 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 relevant authority to occupy communal land.			Permission To Occupy Certificate (PTO)		
H3	I have bought property on instalment sale (i.e. like a hire purchase)			Instalment Sale Agreement		
H4	I have letter of ownership from the municipality			Letter from Municipality		
H5	I have a Communal Property Association (CPA) beneficiary list			Beneficiary List of the Communal Property Association (CPA)		

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/house loan details

SECTION C: BOND/HOUSE 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/house 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/house loan is paid off			No proof required		
L3	I bought my house without a house 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/house 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						For Official Use	
The house is occupied by-	Tick the applicable box	Indicate the number	Proof to be attached to this application form	Tick the applicable box if attached		Proof is attached	
				Yes	No	Yes	No
Myself			A sworn affidavit				
My Immediate family							
Date of Occupancy							
The full residential address of the house is:	Province						
	Municipality						
	Town						
	Suburb/Village						
	Street Name & Number Unit Name						

SECTION E: CONFIRMATION, ACKNOWLEDGEMENT, UNDERTAKING AND DECLARATION	
I the undersigned- (a) Confirm that the information in this application form is accurate; (b) Confirm that by completing this enrolment I give my consent and permission to the GEHS to verify, profile and cross check my information against other sources; (c) Acknowledge that I could be disqualified from the Housing Allowance 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); (d) Undertake to inform the Employer should there be any changes in my situation as a Home-owners and occupancy of my house; and (e) Declare that the house is occupied as indicated in the form.	
Employee Signature	Date

FOR OFFICIAL USE ONLY

Employee Persal No								
--------------------	--	--	--	--	--	--	--	--

Employee is a homeowner in category	H1	H2	H3	H4	H5	Do not comply
Employee's loan status falls in category	L1	L2	L3			Do not comply
The house is occupied according to the requirements in the Determination on Housing	Yes	No				Do not comply

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

ANNEXURE J:
HOUSING ALLOWANCE APPLICATION FORM FOR TENANTS



HOUSING ALLOWANCE APPLICATION 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		
	House		
	Cell		

SPOUSE'S DETAILS

Surname		Initials	
ID No			
Employer			
Work address			
Contact No	Work		
	House		
	Cell		

SECTION B: RENTAL STATUS							For Official Use	
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		Proof is attached	
					Yes	No	Yes	No
R1	I rent a house from a private landlord/ municipality			Rental Agreement				
R2	I rent a house from family or friends			Rental Agreement				
R3	I am obliged to occupy and rent State Housing as defined in Part XVI of Annexure B to THE PSCBC Res. 3 of 1999			Rental Agreement				
R4	I am voluntary occupying and renting Other Housing in terms of a departmental policy defined in Part XVI of Annexure B to THE PSCBC Res. 3 of 1999			Rental Agreement				

SECTION C: OCCUPANCY DETAILS							For Official Use	
The house is occupied by-		Tick the applicable box		Proof to be attached to this application form	Tick the applicable box if attached		Proof is attached	
					Yes	No	Yes	No
	Myself			A sworn affidavit				
	My Immediate family							
Date of Occupancy								
The full residential address of the house is:								

SECTION D: 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 homeowner and occupancy of my house; and
- (d) Declare that the house 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	Do not comply					
The house 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 (tick the applicable code)				Corresponding Reference Code in Section B					
				0547				Rental		(R1 – R4)			
		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 or her application				Prepare decline letter with reasons							
						Prepare letter of approval							
		Capture on PERSAL											

**ANNEXURE K:
VALIDATION SHEET FOR HOUSING ALLOWANCE
FOR HOMEOWNERS**

SHEET TO VALIDATE APPLICATIONS FOR HOUSING ALLOWANCE FOR HOMEOWNERS

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		
	PTO certificate	Permission from relevant authority to utilise an allocated stand to construct a home	Name and ID number of employee to whom permission is granted		
			The portion of land – number of stand		
			The extension		
			The ward		
			The district		
	Letter from Municipality	Letter from municipality confirming ownership	Name of owner		
			Name of township		
	Communal Property Association beneficiary list	Beneficiary list of the Communal Property Association	Name of owner		
			CPA Name		
			Name of Town		
	Occupancy Affidavit	Proof of occupancy	Date		
			Signature of Commissioner of Oath		

			Residential address		
			Persons occupying the house		

(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 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		
	PTO certificate	Name of owner		
		Name of district		
	Letter from municipality	Name of owner		
		Name of township		
	Beneficiary List of the Communal Property Association (CPA)	Name of owner		
		CPA Name		
		Name of town		
	Occupancy Affidavit	Residential address		
		Persons occupying the house		

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

ANNEXURE L:
VALIDATION SHEET FOR HOUSING ALLOWANCE FOR TENANTS

SHEET TO VALIDATE APPLICATIONS FOR HOUSING ALLOWANCE FOR 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
	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 house		

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
	Rental Agreement	Name of tenant		
		Name of township		
	Occupancy Affidavit	Residential address		
		Persons occupying the house		

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

ANNEXURE M:
APPLICATION FORM FOR THE WITHDRAWAL OF
ACCUMULATED SAVINGS FROM THE GEHS INDIVIDUAL-
LINKED SAVINGS FACILITY



GOVERNMENT EMPLOYEES HOUSING SCHEME: INDIVIDUAL-LINKED SAVINGS FACILITY (GEHS: ILSF) EMPLOYEE WITHDRAWAL APPLICATION FORM

INSTRUCTIONS

1. Ensure that you are enrolled with the GEHS (Enrolment Call Centre: 0861 12 34 34)
2. Employees who qualify to withdraw from the GEHS: ILSF should complete this application form.
3. The full value of the accumulated savings, subject to interest earned and applicable tax, can be withdrawn **only** in the event that:
 - 3.1 the employee becomes a house-owner; or
 - 3.2 the employee passed on;
 - 3.3 the employee retires or is medically boarded; or
 - 3.4 the employee's contract expire
 - 3.5 the employee resigns or is dismissed
4. Complete and tick the boxes that apply to you.
5. Ensure that you have completed and signed the application form.
6. Attached all the required documents since lacking information may delay the finalisation of your application.
7. If you experience difficulty to complete this application form, please do not hesitate to contact your personnel office for assistance.
8. Enrolment Confirmation no longer mandatory for employees who exit (retirement, death, medical boarding, contract expiry, resignation and dismissal).

SECTION A: GEHS ENROLMENT			For Official Use	
Are you enrolled with the GEHS?	Yes	No	Yes	No
Printout of GEHS enrolment confirmation form attached	Yes	No	Yes	No
* Enrolment Confirmation no longer mandatory for employees who exit (retirement, death, medical boarding, contract expiry, resignation and dismissal).				

SECTION B: PERSONAL DETAILS			
EMPLOYEE'S DETAILS			
Surname		Initials	
Department		Component	
ID no			
PERSAL No			
Contact No	Work		
	House		
	Cell		

SECTION B: PERSONAL DETAILS CONTINUED			
SPOUSE'S DETAILS			
Surname		Initials	
ID No			
Employer			
Work address			

Contact No	Work
	House
	Cell

SECTION C: WITHDRAWAL REASON						For official use	
Reference code	Reason to withdraw GEHS: ILSF savings is-	Tick the applicable box	Proof to be attached to this application form	Tick the applicable box if proof is attached		Proof is attached	
				Yes	No	Yes	No
ILSF 1	Retirement or Medically Boarded		Certified copy of employee's letter/request to retire/Departments letter OR				
			Certified copy of medical boarding discharge form				
ILSF 2	Death		Certified copy of death certificate AND				
			Certified copy of employee's signed nomination of beneficiary form AND				
			Bank-stamped account details of the nominated beneficiaries or late estate				
ILSF 3	End of contract (for contract employees)		Certified copy of letter from Department confirming end of contract and non-renewal thereof				
ILSF 4	Acquired home ownership		Certified copy of Title Deed: OR				
			Certified copy of PTO certificate; OR				
			House loan statement from financial institution. OR				
			Letter from municipality confirming ownership status OR				
			Beneficiary List of the Communal Property Association (CPA)				
ILSF 5	Savings as deposit towards purchasing a house		Original Letter from the Transferring Attorney/s copy of the letter from the Transferring Attorney confirming the purchase of the house OR				
			Letter from transferring Attorneys indicating that the monies are required to cover outstanding capital sum and transfer fees.				
ILSF 6	Resignation		Resignation Letter				
ILSF 7	Dismissal		Dismissal Letter				

SECTION D: DETAILS OF PROPERTY ACQUIRED FOR HOMEOWNERSHIP								
Date of Occupancy								
The full residential address of the house is:	Province:							
	Municipality:							
	Town:							
	Suburb/Village:							
	Street Name & Number Unit Name:							
Municipality:								
The house is/ is to be occupied by-	Tick the applicable box	Indicate the number	Proof to be attached to this application form	Tick the applicable box if attached		For Official Use		
						Proof is attached		
				Yes	No	Yes	No	
Myself			A sworn affidavit					
Immediate family								

SECTION E: CONFIRMATION, ACKNOWLEDGEMENT, UNDERTAKING AND DECLARATION	
I the undersigned- (a) Confirm that the information in this application form is accurate and complete; (b) Confirm that by completing this withdraw form I give my consent and permission to the GEHS to verify, profile and cross check my information against other sources; (c) Acknowledge that I could be disqualified from the accessing the accumulated Housing Allowance savings and interest earned thereon should the information provided be false and/or inaccurate in which event the Employer may institute disciplinary action and/or lay criminal charges against me; and (d) Undertake to inform the Employer should there be any changes in my circumstance.	
Employee (or nominated beneficiary) Signature	Date

SECTION F: ACKNOWLEDGEMENT OF RECEIPT	
I the undersigned acknowledge that I received the completed application form from the above employee to withdraw the accumulated GEHS savings, subject to interest earned and applicable tax thereon.	
Human Recourse Section Head or delegated authority Signature	Date

FOR OFFICIAL USE ONLY

Employee Persal/Persol No																			
Employee name(s) and surname																			
Employee Identity Number																			

Employee qualifies to withdraw GEHS: ILSF savings	ILSF 1	ILSF 2	ILSF 3	ILSF 4	ILSF 5	ILSF 6	ILSF 7	Do not comply
The house is occupied according to the requirements in the Determination on Housing (in the case of new homeowners)	Yes		No				Do not comply	
GEHS ILSF payment to be made to	Employee's salary account				Nominated Beneficiary		Estate Account	

Signature of official authorised to approve the withdrawal from the GEHS ILSF	
Name in print	
Designation	
Date	
Capture on PERSAL	

ANNEXURE N:
EXAMPLE OF A NOMINATION OF BENEFICIARIES FOR THE GEHS:
INDIVIDIAL-LINKED SAVINGS FACILITY



NOMINATION OF BENEFICIARIES

FOR THE GOVERNMENT EMPLOYEES HOUSING SCHEME: INDIVIDUAL-LINKED SAVINGS FACILITY (GEHS: ILSF)

I hereby give notice of my wish that the GEHS: ILSF, which may be payable upon my death, be paid to the beneficiaries mentioned below and in the proportion indicated by me.

A) PARTICULARS OF GEHS ILSF CONTRIBUTOR

1. Persal No. _____ 2. Title _____
3. Surname _____
4. First Name _____
5. Middle names _____
6. ID No. _____ 7. Date of Birth _____
8. Employer Name _____

B) BENEFICIARY 1

Surname: _____
First Name: _____

ID No. _____
Last Known Physical Address

_____ Code: _____
Date of birth _____
Relationship _____
Tel No. _____
Cell No. _____
Percentage of benefit _____ %

BENEFICIARY 2

Surname: _____
First Name: _____

ID No. _____
Last Known Physical Address

_____ Code: _____
Date of birth _____
Relationship _____
Tel No. _____
Cell No. _____
Percentage of benefit _____ %

C) BENEFICIARY 3	BENEFICIARY 4
Surname: _____	Surname: _____
First Name: _____	First Name: _____
_____	_____
ID No. _____	ID No. _____
Last Known Physical Address	Last Known Physical Address
_____	_____
_____	_____
_____ Code: _____	_____ Code: _____
Date of birth _____	Date of birth _____
Relationship _____	Relationship _____
Tel No. _____	Tel No. _____
Cell No. _____	Cell No. _____
Percentage of benefit _____%	Percentage of benefit _____%

TOTAL = %

VERY IMPORTANT!!!! INVALID IF TOTAL NOT = 100%

SIGNATURES

Place _____

Signature of Member (In the presence of 2 witnesses)

Thumb print only needed for cases where the member cannot read/write

Thumb print of a member

Date _____

WITNESSES (mandatory)

Witness 1

Surname: _____

First Name: _____

Signature _____

WITNESSES (mandatory)

Witness 2

Surname: _____

First Name: _____

Signature _____

