

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

**8.
HERMANUS AFFORDABLE HOUSING: RESCINDING OF APPROVAL TO ALLOW
FOR SERVICED SITES AND BNG HOUSING**

17/5/5/2/18

A Jacobs

(028) 313 5075

Hermanus Administration

15 October 2018

1. Executive Summary

The report on the Hermanus Affordable Housing Project served before Council on 25 October 2017. The development was aimed at the creation of affordable housing opportunities in close proximity to existing work and business opportunities whilst simultaneously integrating the low-income (BNG) and affordable housing categories. It aimed to achieve this goal through the following:

- Integration of BNG housing in Swartdam Road Site C2 with lower category Finance Linked Individual Subsidy Programme (FLISP) and GAP housing in Swartdam Road Site C1;
- Provision of middle-income affordable housing by integrating Mount Pleasant Village (sportsfield site) with Mount Pleasant BNG housing (Site B); and
- Provision of higher income affordable housing known as Mount Pleasant Heights in upper Mount Pleasant.

The model would have ensured the provision of affordable housing to all. The project is specifically aimed at targeting those households falling within the affordable housing market, meaning those earning between R3 501.00 – R25 000.00 per month. DoHS provided a contribution of R10 000 000 to kick-start the project and the proposal was that the funds be used to reduce finance charges. The R10 million funding would be recovered over the development period and paid into the Municipality's Housing Development Fund (HDF) to promote future housing needs in the affordable market.

The project was approved by Council at the afore-mentioned meeting and copies of the report and resolutions are attached as Annexures A & B respectively.

During the week of 26 March 2018, civil unrest erupted in Zwelihle which sporadically continued to occur for a period of time. Shortly after the Zwelihle protests, the Mount Pleasant area also followed suit. It was clear that the same type of issues and concerns were raised by both these communities. It should also be noted that similar issues were raised during protests in

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

Hawston, Masakhane and Stanford which occurred round about the same time.

In discussions with the communities during these periods, it came to light that they do not support the affordable housing project due to a number of reasons relating to the affordability aspect, location of the units in Zwelihle, and the sizes of the houses and plots.

The purpose of this report is therefore to rescind some of Council's decisions taken at its meeting held on 25 October 2017 and present the following proposal for approval:

- That the 22 sites in Lower Mount Pleasant be made available as serviced sites to qualifying beneficiaries;
- That a re-layout be done on the 17 sites in Upper Mount Pleasant and also be made available as serviced sites to qualifying beneficiaries,
- That the 150 affordable housing sites along Swartdam Road, Zwelihle be used for the development of BNG housing for qualifying beneficiaries on the housing demand database; and
- That the Memorandum of Agreement and Deed of Sale between the Municipality and Developer / Implementing Agent be cancelled as a result of the cancellation of the project. Copies are attached as Annexures C & D, respectively.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Infrastructure & Planning

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance

Provision and maintenance of municipal services

Creation and maintenance of a safe and healthy environment

The encouragement of structured community participation in the matters of the municipality

Promotion of tourism, economic and social development

4. Delegated Authority

None

5. Legal Requirements

Constitution of the Republic of South Africa, 1996

Housing Act, 1997 (Act 107 of 1997)

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

National Housing Code, 2009

Local Government: Municipal Finance Management Act (Act 56 of 2003)

Local Government: Municipal Systems Act (Act 32 of 2000)

Administration of Immovable Property Policy of the Overstrand Municipality,
as amended

6. Background/Discussion/Evaluation/Conclusion

Background

The project would have comprised the development of three different sites, namely:

Swartdam Road Site C1, Zwelihle

The property is known as Site C1 in Zwelihle, and it is located adjacent to Mariner's Village and the Zwelihle Clinic, alongside Swartdam Road. It would have comprised of the development of 150 affordable houses on sites previously serviced with funding from the DoHS. The development would have been completed in phases. The proposed units would have been approximately 40m² in size. 20% of the 150 units in the development (30 units) would have been further subsidised throughout the GAP project, in order to target the lower end of the affordable market (R9 000.00 – R12 000.00).

The subsidised 30 units would have been allocated to the lowest possible end of the affordable market. Those thirty (30) units would have been sold at approximately R335 000.00 (incl. VAT) each and the balance of 120 units would have been priced at approximately R435 000.00 (incl. VAT) each. These sale prices would have increased annually in line with inflation.

Mount Pleasant Village – Lower Mount Pleasant

The site is known as the Sportsfield Site and is located next to the Mount Pleasant Sportsfield in Angelier Street, lower Mount Pleasant. It comprised the development of 22 units on sites previously serviced with funding from DoHS. The development would have been completed in phases. Three different unit (house) types are proposed, ranging from 43m² to 82m² in size. Prices would have ranged from R469 436.00 (incl. VAT) per unit up to R708 436.00 (incl. VAT). These sale prices would have increased annually in line with inflation.

It was proposed that selling prices of the units in Site C1 and Lower Mount Pleasant be subsidized by the Municipality by waiving land costs and bulk service contributions. It was furthermore also proposed that all electrical infrastructure cost be waived on both sites.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

Mount Pleasant Heights – Upper Mount Pleasant

The site is located in upper Mount Pleasant in Katjeepering- and Jasmyrn Streets and there are a total of 17 sites available for development. These sites were previously serviced by the Municipality. The 17 sites formed part of a previous project which comprised of a total of 22 sites approved by Council in 2008, where it was made available to applicants for affordable housing, subject to certain conditions. Only 4 transfers were registered in the Deeds Office and after further unsuccessful attempts to sell the remaining properties, a report was submitted to Council during 2012 to amend the conditions imposed in the 2008 approval. Of the remaining 18 properties, only one has been sold and transferred and it was proposed that the remaining 17 sites form part of the Hermanus Affordable Housing Project.

Different unit sizes were also proposed here, ranging from 43m² to 100m², all with the possibility of future extensions. The proposal was to sell it as starter homes to the higher end of the affordable market, enabling those families to gradually extend as their circumstances change or needs increase. Selling prices of the units were estimated to start from R670 000.00 (incl. VAT) with extension possibilities and the largest units for R1 259 000.00 (incl. VAT) each. These prices would also increase annually in line with inflation.

Council's Resolution of 25 October 2017, reads as follow:

1. *“that the proposed Business Plan for the affordable Housing Project and implementation thereof, **be noted**;*
2. *that the R10 000 000.00 received from the Department of Human Settlements towards funding of the Hermanus Affordable Housing Project and the subsequent recovering thereof from the sale of erven by the implementing agent to be allocated to the Housing Development Fund in terms of the Department of Human Settlements' conditions, **be noted**;*
3. *that all applicable bulk services contributions be waived, **be approved**;*
4. *that all applicable land costs on Swartdam Road Site C1 and Mount Pleasant Village be waived, **be approved**;*
5. *that the civil infrastructure costs applicable on Swartdam Road Site C1 and Mount Pleasant Village be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, **be approved**;*
6. *that all applicable electrical installation costs on Swartdam Road Site C1 and Mount Pleasant Village be waived, **be approved**;*
7. *that the land costs applicable on Mount Pleasant Heights, which amounts to approximately R1 160 811.00 be used to cross-subsidise the selling prices on Mount Pleasant Village, **be approved**;*
8. *that the civil- and electrical infrastructure costs applicable on Mount Pleasant Heights, be utilised towards meeting the expenditure related to*

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

- the implementation of the Land Use Development Conditions, **be approved**;*
9. *that the conditions imposed by Council on the 17 sites in upper Mount Pleasant, now forming part of Mount Pleasant Heights, as contained in the Resolution dated 26 September 2012, **be rescinded**;*
 10. *that the transfer of the 189 erven in this housing project to MCape Overstrand must be simultaneous with the transfer to the beneficiaries (to be identified during the project) who will be allocated the individual erven in terms of the set criteria imposed by Department of Human Settlements in the Memorandum of Agreement and the Housing Act and National Housing Code, **be approved**;*
 11. *that the above-mentioned approval be subject to a public participation process being followed at the cost of the Municipality in order to inform the public of the process to be followed for the allocation of the developed erven to the beneficiaries; and*
 12. *that a reversionary clause be inserted in the Land Availability Agreement with MCape Overstrand stating that the development must be completed within 5 years from date of signature of the Agreement unless a written extension has been granted by the municipality, inclusive of refundable HDF amounts.”*

It is now proposed that the Affordable Housing Project in Hermanus be terminated and the three development areas be utilised for the creation of BNG units for qualifying beneficiaries of Zwelihle on the housing demand database and affordable serviced sites for qualifiers on the housing demand database from Mount Pleasant. The proposals will be discussed more in detail under the Discussion and Evaluation.

Discussion / Evaluation

As mentioned in the Executive Summary riots and protests were experienced in both Zwelihle and Mount Pleasant during March and April 2018. Some of the issues and concerns raised were directly related to the affordability aspect of the proposed Hermanus Affordable Housing Project. In all the discussions and meetings held with the representatives of the two communities, it came to light that the project is not supported due to the following reasons:

- The proposed selling prices of the units are too high and they cannot afford it.
- Backyarders are not being helped by the projects currently on the waiting list and they are living in bad conditions with little or no access to basic services whilst paying high rental to owners.
- Qualifiers would prefer the option of receiving serviced sites or purchasing (non-qualifiers) serviced sites and constructing their own homes as this option is more affordable to them.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

- The location of the 150 units on Site C1 directly adjacent to the low-income development on Site C2, is not suitable or acceptable.
- The sizes of the houses (40m²) and erven were also not acceptable as it is similar to the low-income development units.

Agreement was reached with the community of Mount Pleasant that the two sites forming part of the Affordable Housing Project in Upper and Lower Mount Pleasant, would be re-evaluated and made available to the community as serviced sites. As the entire project consisted of the two sites in Mount Pleasant and the one site in Zwelihle and there was cross-subsidization involved in getting the selling prices of the units as low as possible for the potential buyers, the exclusion of the two Mount Pleasant sites may impact on the prices of the remaining site in Zwelihle. This would make the units even more unaffordable for the target market.

As the issue regarding the unaffordability of the project came from discussions with both communities, the proposal is therefore that the site in Zwelihle be used for the construction of 150 BNG housing units to accommodate potential qualifying beneficiaries on the housing demand database from the Zwelihle area. This would then also address some of the issues leading to the protests, as the community felt that only families residing in the informal settlements were being assisted in the current projects, whilst families in backyards were living in terrible conditions without access to proper basic services. The proposal is therefore to use Site C1 for BNG housing and include development of affordable housing in the planning of the Schulphoek site when it becomes available.

It is therefore recommended that the two Mount Pleasant development areas be made available as serviced sites and that the Zwelihle Site C1 site be developed for BNG housing, whereby the affordable housing project will effectively be cancelled. The contract for the Affordable Housing Project with the Developer / Implementing Agent will also be cancelled, once the decision from Council has been received. Issues regarding cancellation and payment of costs incurred will have referred to Department of Human Settlements.

Criteria for the allocation of the serviced sites will be in accordance with the FLISP Subsidy criteria as contained in the National Housing Code together with the criteria as set out by the Housing Administration Department in their report which served before Council at the end of October 2018. A copy of the latest FLISP Circular dated 5 October 2018, is attached as Annexure E.

Bulk Services Contributions, Land Costs & Electrical Installation Costs

In order to make the sites as affordable as possible and to better assist the intended target market, it is proposed that bulk service contributions, land costs and electrical installation costs on the two Mount Pleasant sites still be

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

waived as approved by Council at its meeting of 25 October 2017. This would only be applicable on those qualifying beneficiaries falling within the income bracket of R7 001.00 – R22 000.00 as those earning between R3 501.00 – R7 000.00 would be receiving the serviced site at no additional costs as their once-off subsidy.

Conclusion

It is therefore recommended that:

1. Council rescind decisions nr 5, 7, 8, 10, 11 and 12 on its resolution of 25 October 2017 and approve the cancellation of the Hermanus Affordable Housing Project in terms of the updated proposal;
2. Council approves the proposal that the 150 erven serviced under the IRDP programme in Site C1, Swartdam Road, Zwelihle, be developed as BNG housing for those potential beneficiaries on the housing demand database;
3. Council approves the proposal that the 22 sites referred to as Mount Pleasant Village in lower Mount Pleasant, be made available as serviced sites;
4. Council approves the proposal that a re-layout be done on the 17 sites referred to as Mount Pleasant Heights in upper Mount Pleasant and after Land Use Planning Approval is obtained, it also be made available as serviced sites;
5. Council approves that all service input costs (R44 423.00) from the sales of the 22 erven referred to as Mount Village in lower Mount Pleasant to those potential beneficiaries within the income brackets of R7 001.00 – R22 000.00 must be paid into the Housing Development Fund (HDF) as per the conditions of the IRDP programme.
6. Council approves that all service input costs as per the subsidy from the sales of the erven referred to as Mount Pleasant Heights in upper Mount Pleasant to those potential beneficiaries within the income brackets of R7 001.00 – R22 000.00 must be paid to the Municipality.

7. Financial Implications

Total Bulk Contributions waived by Municipality: R1 123 513.37 (excl. VAT)

Mount Pleasant Village: R427 450.52

Mount Pleasant Heights: R696 062.85

Land Costs waived by Municipality: R1 816 219.00 (excl. VAT)

Mount Pleasant Village: R655 408.00

Mount Pleasant Heights: R1 160 811.00

Electrical Costs waived by Municipality: R648 225.62 (excl. VAT)

Mount Pleasant Village: R327 632.14

Mount Pleasant Heights: R320 593.48

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

Town Planning, Mr Henk Olivier - (028) 313 8900

"In the approval for Area C next to Swartdam Road reference were made to two specific housing types, and in a later amendment in 2017 the two housing types being "subsidized" and "market/bonded GAP housing" was again mentioned in the conditions. There are also conditions regarding boundary walls on erven and washing lines that need to be addressed if new proposed developments will not provide for it include this.

The Mount Pleasant site B was specifically advertised for GAP housing purposes and the approval contain conditions regarding boundary walls on erven and washing lines that need to be addressed.

It is the opinion that application will have to be made to amend the conditions of approval for both of the above-mentioned approvals to accommodate the proposed change of development."

10. Annexures

- Annexure A: Council Report of October 2017
- Annexure B: Council Resolution of 25 October 2017
- Annexure C: MOA between Municipality & MCape Overstrand
- Annexure D: Deed of Sale Agreement between Municipality & MCape Overstrand
- Annexure E: FLISP Circular

RECOMMENDATION TO THE COUNCIL:

1. that Council rescind decisions nr 5, 7, 8, 10, 11 and 12 on its resolution of 25 October 2017 in terms of the updated proposal and that the termination of the Hermanus Affordable Housing Project **be approved**;
2. that the proposal to develop the 150 erven serviced under the IRDP programme in Site C1, Swartdam Road, Zwelihle, as BNG housing for those potential beneficiaries on the housing demand database, **be approved**;
3. that the proposal to make the 22 sites referred to as Mount Pleasant Village in lower Mount Pleasant, available as serviced sites, **be approved**;

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

4. that the proposal to do a re-layout on the 17 sites referred to as Mount Pleasant Heights in upper Mount Pleasant and after Land Use Planning Approval is obtained, and making it available as serviced sites, **be approved**;
5. that all service input costs (R44 423.00) from the sales of 22 erven referred to as Mount Pleasant Village in lower Mount Pleasant to those potential beneficiaries within the income brackets of R7 001.00 – R22 000.00 be paid into the Housing Development Fund (HDF) as per the conditions of the IRDP programme, **be approved**; and
6. that all service input costs as per the subsidy from the sales of the erven referred to as Mount Pleasant Heights in upper Mount Pleasant to those potential beneficiaries within the income brackets of R7 001.00 – R22 000.00 be paid to the Municipality, **be approved**.

RESPONSIBLE OFFICIAL :	A JACOBS
TARGET DATE FOR IMPLEMENTATION :	28 NOVEMBER 2018
TARGET DATE TO INFORM APPLICANT :	12 DECEMBER 2018
TARGET DATE TO INFORM OBJECTOR :	N/A

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
20 November 2018
(Also the agenda for the Mayoral Committee Meeting : 28 November 2018)**

**8.
HERMANUS AFFORDABLE HOUSING: RESCINDING OF APPROVAL TO ALLOW
FOR SERVICED SITES AND BNG HOUSING**

17/5/5/2/18

A Jacobs

(028) 313 5075

Hermanus Administration

15 October 2018

**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON
20 NOVEMBER 2018, WHICH COMMITTEE RECOMMENDED AS FOLLOWS:**

RECOMMENDATION TO THE COUNCIL:

that the item **be referred back** and resubmitted at the forthcoming Mayoral Committee meeting.

RESPONSIBLE OFFICIAL :

A JACOBS

TARGET DATE FOR IMPLEMENTATION :

28 NOVEMBER 2018

TARGET DATE TO INFORM APPLICANT :

12 DECEMBER 2018

TARGET DATE TO INFORM OBJECTOR :

N/A

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

5.
HERMANUS AFFORDABLE HOUSING PROJECT: PROPOSED BUSINESS PLAN AND APPROVAL TO DEVIATE FROM SEVERAL PARAGRAPHS OF THE OVERSTRAND MUNICIPALITY ADMINISTRATION OF IMMOVABLE PROPERTY POLICY TO DIRECTLY SELL AND TRANSFER THE 189 ERVEN IN THE IDENTIFIED AFFORDABLE HOUSING PROJECT TO SUPPLIERS TO ALL (PTY) LTD t/a MCAPE OVERSTRAND (PREVIOUSLY MOTLEKAR)

17/5/5/2/18

A Jacobs / A Le Roux
16 August 2017

(028) 313 5075

Hermanus Administration

Due to the fact that the envisaged workshop with Councillors on 26 September 2017 did not materialise, the Director: Infrastructure and Planning will do a short presentation to the committee when the Committee is considering this item.

1. Executive Summary

A report providing an update of the progress on affordable housing in the Overstrand municipal area served before Council during May 2017. It was mentioned in the report that the Hermanus Affordable Housing project planned for Zwelihle and Mount Pleasant would be the next development and that a funding contribution towards the project was approved by the Department of Human Settlements (DoHS).

The purpose of this report is now to:

- (a) inform Council of the progress with the project and the housing model as well as planned implementation and obtain Council's approval; and
- (b) obtain approval to transfer the 189 erven in this affordable housing project to the municipality's implementing agent and simultaneously to the beneficiaries (to be identified during the process) who will be allocated the individual erven in terms of the criteria discussed further on in this report.

The following aspects will be discussed:

- Proposed Implementation Model for development and phasing thereof;
- R10 000 000.00 contribution from Department of Human Settlements;
- Proposed waiving of land costs;
- Proposed waiving of electrical services costs;
- Proposed waiving of bulk services contributions;
- Proposed target market (beneficiaries) of the project;
- Proposed transfer to Suppliers to All (Pty) Ltd t/a MCape Overstrand.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

The Hermanus development comprises of the development of three areas in Mount Pleasant and Zwelihle. A Locality Plan of the three sites is attached as Annexure A and a copy of the May 2017 Council Report and Resolution as Annexures B1 and B2, respectively.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Infrastructure & Planning

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
The encouragement of structured community participation in the matters of the municipality
Promotion of tourism, economic and social development

4. Delegated Authority

None

5. Legal Requirements

Constitution of the Republic of South Africa, 1996
Housing Act, 1997 (Act 107 of 1997)
National Housing Code, 2009

6. Background/Discussion/Evaluation/Conclusion

Background

A: The Development

The development is aimed at creating affordable housing opportunities in close proximity to existing work and business opportunities whilst simultaneously integrating the low-income (BNG) and affordable housing categories. The development will aim to do this through the following:

- Integration of BNG housing in Swartdam Road Site C2 with lower category Finance Linked Individual Subsidy Programme (FLISP) and GAP housing in Swartdam Road Site C1;

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

- Provision of middle-income affordable housing by integrating Mount Pleasant Village (sportsfield site) with Mount Pleasant BNG housing (Site B); and
- Provision of higher income affordable housing known as Mount Pleasant Heights in upper Mount Pleasant.

This innovative model will ensure the provision of affordable housing to all. The project is specifically aimed at targeting those households falling within the affordable housing market, meaning those earning between R3 501.00 – R25 000.00 per month.

Those households earning up to R15 000.00 are also eligible for a subsidy in terms of the FLISP, if they qualify in terms of the criteria. Those households earning up to R25 000.00, not qualifying for the FLISP subsidy in terms of their income, must qualify for a full bond from the banks and do not have to pay any deposits. A copy of the FLISP subsidy brochure and qualifying criteria is attached as Annexure C.

To kick-start the project DoHS provided a contribution of R10 000 000. This will be used to reduce finance charges as the Developer will not have to obtain development funding from financial institutions. Approval for this has already been received and the Municipality is currently finalising the details and conditions within the Memorandum of Understanding (MoU) before signing the agreement with DoHS. A copy of the approval letter and draft MoU is attached as Annexures D and E, respectively. This funding will be utilised to make the units more affordable through interest savings. The effect of this will be a reduction of the price of each house of approximately R27 000. It is estimated that it will be possible to develop 30 housing units with the R10 000 000 and these units will be developed as the first phase. It will then be sold to approved beneficiaries and the funding derived from the sales will be utilised to develop the following phase of the units by way of a roll-over process. The R10 million funding will be recovered over the development period and paid into the Municipality's Housing Development Fund (HDF) to promote future housing needs in the affordable market.

The Municipality's Implementing Agent, Suppliers to All t/a MCape Overstrand, was approached for a development proposal, and their proposed Business Plan is what is presented in this report to Council. A copy of the Business Plan is attached as Annexure F.

The development will be completed in phases, and this will be discussed in more detail under the Discussion.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

B: The Sale and Transfer

MCape Overstrand has already been appointed implementing agent for housing projects within the municipal area with a mandate to implement up to a total of 3000 housing units.

The proposal is that MCape Overstrand develop the erven on behalf of the Overstrand Municipality, identify the beneficiaries according to the criteria imposed by DoHS, the Housing Act and the National Housing Code (i.e. the target market) and subsequently provide the Municipality with the details and proof that the criteria is met.

The identified beneficiary will be assisted by the implementing agent to obtain finance from a bank as the application for finance will be for a developed erf.

Discussion / Evaluation

A: The Development

The project comprises of the development of three different sites and each one will now be discussed separately. A copy of the Business Plan is attached as Annexure F.

Swartdam Road Site C1 (Refer to Pages 4-10 in Annexure F)

The property is known as Site C1 in Zwelihle, and it is located adjacent to Mariner's Village and the Zwelihle Clinic, alongside Swartdam Road. It will comprise of the development of 150 houses on sites previously serviced with funding from the DoHS. The development will be completed in phases.

The units will all be approximately 40m² in size. 20% of the 150 units in the development (30 units) will be further subsidised throughout the GAP project, in order to target the lower end of the affordable market (R9 000.00 – R12 000.00). Should the household be eligible for a FLISP subsidy, the selling price could possibly be lower as DoHS would then pay the subsidy amount (which will vary depending on the monthly income) directly over to the bank, where the bond is registered, reducing the monthly repayable bond instalment. This will enable the lower end of the affordable housing income group to also enter the housing market.

It is proposed that selling prices of the 150 units be subsidized by the Municipality by waiving land costs and bulk service contributions. The subsidised 30 units will be allocated to the lowest possible end of the affordable market. Those thirty (30) units will be sold at approximately

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

R335 000.00 (incl. VAT) each and the balance of 120 units will be priced at approximately R435 000.00 (incl. VAT) each. These sale prices will increase annually in line with inflation.

Mount Pleasant Village (Refer to Pages 29-40 in Annexure F)

The site is known as the Sportsfield Site and is located next to the Mount Pleasant Sportsfield in Angelier Street, lower Mount Pleasant. It comprises the development of 22 units on sites previously serviced with funding from DoHS. The development will also be completed in phases. Three different unit (house) types are proposed, ranging from 43m² to 82m² in size. Prices will start from R469 436.00 (incl. VAT) per unit up to R708 436.00 (incl. VAT). These sale prices will increase annually in line with inflation.

It is proposed that selling prices be subsidized by the Municipality by waiving land costs and bulk service contributions. Further subsidization is proposed by using the land costs payable on the Mount Pleasant Heights development, to cross-subsidize the Mount Pleasant Village units, therefore making it more affordable for the middle income group of the affordable housing market. If the total amount is divided by the 22 sites in Mount Pleasant Village, it amounts to approximately R52 764.00 less per erf. The amounts above already reflect the proposed cross-subsidization from Mount Pleasant Heights.

Mount Pleasant Heights (Refer to Pages 12-28 in Annexure F)

The site is located in upper Mount Pleasant in Katjeepering- and Jasmyn Streets and there are a total of 17 sites available for development. These sites were previously serviced by the Municipality. This will also be developed in phases.

The 17 sites formed part of a previous project which comprised of a total of 22 sites approved by Council in 2008, where it was made available to applicants for affordable housing, subject to certain conditions. A copy of this Council Report and Resolution is attached as Annexures G1 and G2, respectively. Only 4 transfers were registered in the Deeds Office and after further unsuccessful attempts to sell the remaining properties, a report was submitted to Council during 2012 to amend the conditions imposed in the 2008 approval. A copy of the report and resolution is attached as Annexures H1 and H2. Of the remaining 18 properties, only one has been sold and transferred and it is now proposed that the remaining 17 sites form part of the Hermanus Affordable Housing Project and has therefore been included in the proposed Business Plan. It is also recommended that the conditions imposed in the 2012 approval, attached as Annexure H2, be rescinded.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

Different unit sizes are also proposed here, ranging from 43m² to 100m², all with the possibility of future extensions. The proposal is to sell it as starter homes to the higher end of the affordable market, enabling those families to gradually extend as their circumstances change or needs increase. Selling prices of the units will start from R670 000.00 (incl. VAT) with extension possibilities and the largest units will sell for R1 259 000.00 (incl. VAT) each. The prices will increase annually in line with inflation.

It is also proposed that bulk services contributions be waived as in the case of the other two sites, making it more affordable to the end user.

It is further proposed that the land costs applicable on Mount Pleasant Heights be used to cross-subsidise the Mount Pleasant Village units, enabling the Developer to sell it at a reduced price.

As mentioned above, the development will be done in different phases, which can be summarised as follow:

(a) Phase 1

- Construction of boundary wall and entrance at Swartdam Road Site C1.
- Construction of a show village of 30 affordable housing units along Swartdam Road during 2017/2018.
- Construction of show houses in Mount Pleasant Village and Mount Pleasant Heights.
- Marketing of units.

(b) Phase 2

- Ongoing marketing 2018/2019
- Complete transfers on Phase 1
- Once R10 000 000.00 is recovered, construction of next 30 affordable housing units will commence during 2018/2019
- Depending on the market uptake and timeframe to recover the bridge-funding, the aim is to construct another 30 affordable housing units – 60 units in total planned for 2018/2019
- Ongoing construction of units in Mount Pleasant Village and Mount Pleasant Heights – depending on the market

(c) Phase 3

- Ongoing marketing of units – 2019/2020
- Final construction of units in Mount Pleasant Village and Mount Pleasant Heights.
- Construction of the last phase of Swartdam Road – 60 Affordable housing units in 2 pockets of 30 units each.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

- Upon transfer of the last phase of the Swartdam Road project, the full amount of R10 000 000.00 will be recovered into the Municipality's HDF.

Bulk Services Contributions and Land Costs

In order to make the units as affordable as possible and to target the intended market, it is proposed that bulk service contributions and land costs on Swartdam Road Site C1 and Mount Pleasant Village are waived by the Municipality and are therefore not included in the selling prices. It is further requested that the land costs applicable on Mount Pleasant Heights be used by the Municipality to cross subsidize the prices of Mount Pleasant Village, lowering the selling prices substantially.

Civil Services Costs

Both the Swartdam Road Site C1 and Mount Pleasant Village sites were serviced under the Integrated Residential Development Programme (IRDP) and therefore all costs incurred with the installation of civil services will have to be recovered from the end-user. This is also a condition in the IRDP programme as set out in the National Housing Code and is included in the Resolution Approval received from DoHS. It has therefore been included in the Memorandum of Agreement (MoA) between the Municipality and Implementing Agent that all civil infrastructure costs will have to be paid back to the Municipality once transfer is given to the end user. Please refer to Clause 13.1 in the MoA. A copy of the MoA is included in the Business Plan (refer to pages 41 – 53) attached as Annexure F. These funds must be transferred into the Municipality's Housing Development Fund (HDF) and utilised towards other housing opportunities once permission is granted by the Minister of Human Settlements.

The installation of civil services in Mount Pleasant Heights was funded by the Municipality and these costs will also have to be recovered as part of the selling price. It will therefore also form part of the condition stipulated in clause 13.1 in the MoA between the Municipality and Implementing Agent to be paid back to the Municipality upon transfer to the end-user. It will however not be paid into the HDF but utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions. (i.e. the construction of a boundary wall, etc.).

Electrical Services Costs

Electrical Services were installed on all three sites with funding from the Municipality. The costs for each site were as follow:

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

- (a) Swartdam Road Site C1: R13 526.55 x 150 sites = R2 028 982.50 (excl. VAT)
- (b) Mount Pleasant Village: R14 892.37 x 22 sites = R327 632.14 (excl. VAT)
- (c) Mount Pleasant Heights: R18 858.44 x 17 sites = R320 593.48 (excl. VAT)

It is requested that Council also waive the electrical costs applicable on Swartdam Road Site C1 and Mount Pleasant Village in order to subsidize the selling price, making it more affordable for the intended target market.

The electrical installation costs applicable on Mount Pleasant Heights is included in the selling price (combined with the civil costs) and must be recovered. It will however not be paid into the HDF but utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions. (i.e. the construction of a boundary wall, etc.).

Summary of Sale Prices

Summary of sale prices to end users without being subsidised vs subsidy proposals as contained in this submission:

SITE	SELLING PRICE WITHOUT SUBSIDY	SELLING PRICE WITH SUBSIDY	FLISP Subsidy effect on end user
Swartdamweg C1 – 30 units	R445 735	R335 000	R285 000*
Swartdamweg C1 – 120 units	R545 735	R435 000	R385 000*
Mt Pleasant Village – Unit A 43m ²	R655 342	R469 000	R449 000#
Mt Pleasant Village – Unit B 62m ²	R774 342	R588 436	Not applicable
Mt Pleasant Village - Unit C 82 m ²	R894 341	R708 736	Not applicable
Mt pleasant Heights -Unit A 43m ²	R749 800	R670 000	Not applicable
Mt Pleasant Heights – Unit B 62 m ²	R989 800	R910 000	Not applicable
Mt Pleasant Heights – Unit C 82 m ²	R1 138 800	R1 059 000	Not applicable
Mt Pleasant Heights – Unit D 100 m ²	R1 338 800	R1 259 999	Not applicable

Note: *FLISP subsidy varies according to income, but for illustration a subsidy of R50 000 is used.

for this category an illustrative amount of R20 000 is used

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

Target Market

The project is intended for the affordable housing market, specifically aimed at targeting those households who have not owned properties previously, therefore first time home buyers. The target market will specifically also only look at South African citizens and households within the affordable housing income bands of R3 500.00 – R25 000.00 per month. This is in line with the FLISP subsidy (a copy of the qualifying criteria is attached as Annexure H) made available by DoHS to households earning below R15 000.00, who have not yet owned property and qualify for a bond from the bank. Preference will firstly be given to those families residing in the Hermanus area and then to those residing in the rest of the Overstrand Municipal Area.

B: The Sale and Transfer

As the funding for this project is obtained from the DoHS in terms of the Housing Act and the National Housing Code, as referred to above, the Administration of Immovable Property Policy is not applicable. The latter policy was adopted to give effect to the Municipal Asset Transfer Regulations (MATR) which was promulgated in terms of section 14 of the MFMA. MATR clearly excludes the transfer of housing on municipal land and the transfer of that municipal land to beneficiaries of such housing. In this regard it must be mentioned that the purpose of this project is to assist beneficiaries who do not qualify for fully subsidised housing but are financially not able to afford the current market prices for property.

It is however important to make sure that the community is informed of the process and criteria involved relating to this project by means of an advertisement. It is therefore recommended that the necessary advertisement be placed at the cost of the Municipality.

Conclusion

It is recommended that:

- a) Council take note of the proposed Business Plan and implementation of the affordable Housing Project in Hermanus.
- b) Council take note of the R10 000 000.00 contribution towards kick-starting the affordable housing project in Hermanus made by the DoHS.
- c) Council approve the proposal that all bulk services contributions be waived.
- d) Council approve the proposal that land costs applicable on Swartdam Road Site C1 and Mount Pleasant Village be waived.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

- e) Council approve the proposal that land costs on Mount Pleasant Heights be used towards cross-subsidisation of the Mount Pleasant Village units enabling the Developer to lower the selling prices.
- f) Council take note that the civil services cost for Swartdam Road Site C1 and Mount Pleasant Village be recovered and allocated to the HDF.
- g) Council approve the proposal that electrical installation costs on Swartdam Road Site C1 and Mount Pleasant Village be waived.
- h) Council approves that the civil and electrical infrastructure costs applicable on Mount Pleasant Heights, be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions.
- i) Council rescinds the conditions imposed on the 17 sites forming Mount Pleasant Heights.
- j) Council approves the transfer of the 189 erven in this affordable housing project to the beneficiaries (to be identified during the project) who will be allocated the individual erven in terms of the set criteria imposed by DoHS in the MoA, the Housing Act and National Housing Code.

7. Financial Implications

The R10 000 000.00 contribution made available from DoHS is already included on the Municipality's 2017/2018 budget and will be paid out in a lump sum to the Implementing Agent in terms of the MoA and will not be necessary to be rolled-over. At the end of the development this R10 000 000.00 will be fully recovered by the municipality.

Total Bulk Contributions waived by Municipality: R3 803 928.69 (excl. VAT)
 Swartdam Road Site C1: R2 680 415.32
 Mount Pleasant Village: R427 450.52
 Mount Pleasant Heights: R696 062.85

Land Costs waived by Municipality: R3 675 798.00 (excl. VAT)
 Swartdam Road Site C1: R3 020 390.00
 Mount Pleasant Village: R655 408.00

Electrical Costs waived by Municipality: R2 356 614.64 (excl. VAT)
 Swartdam Road Site C1: R2 028 982.50
 Mount Pleasant Village: R327 632.14

Land Costs of Mount Pleasant Heights to be used for cross-subsidisation of Mount Pleasant Village: R1 160 811.00.

Services costs for Swartdam Road Site C1 and Mount Pleasant Village
 The following costs will be paid back to the Municipality, to be allocated to the HDF, on transfer of the individual erven to the beneficiaries.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

- a) Swartdam Road Site C1: Services costs: R7 617 150.00 (excl. VAT)
- b) Mount Pleasant Village: Services costs: R990 000.00 (excl. VAT)

Services costs for Mount Pleasant Heights

The services costs for Mount Pleasant Heights will be recovered from the units sold and used to fund the land use development conditions.

Advertisement and registration costs:

The Municipality will have to pay for the recommended advertisement (approximately R6 000) as well as the conveyancing fees for the registration of the general plans in the deeds office for the erven in Swartdam Road and Mount Pleasant Village. These costs can only be obtained at a later stage.

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

Senior Manager: Expenditure and Assets: Mr J Vorster - (028) 313 8046

The 17 erven in upper Mount Pleasant (Mount Pleasant Heights) are currently reflected in the Fixed Asset Register for Property, Plant and Equipment: Land and Buildings with a carrying value of R1 425 636 at 30 June 2017. The disposal of these erven will have to be accounted for at the selling price in order to remove it from the Fixed Asset Register and to account for the gain / (loss).

There is no objection as the transfer of the erven complies with the Administration of Immoveable Property Policy and relevant legislation.

10. Annexures

- Annexure A: Locality Plan
- Annexure B1: May 2017 Council Report
- Annexure B2: May 2017 Council Resolution
- Annexure C: FLISP Brochure and Criteria
- Annexure D: Approval Letter from DoHS
- Annexure E: Draft MoU between Municipality and DoHS
- Annexure F: Proposed Business Plan for Affordable Housing Project
- Annexure G1: 2008 Council Report
- Annexure G2: 2008 Council Resolution
- Annexure H1: 2012 Council Report
- Annexure H2: 2012 Council Resolution
- Annexure I: List of 189 currently erven to be sold

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

RECOMMENDATION TO THE COUNCIL:

1. that the proposed Business Plan for the Hermanus Affordable Housing Project and implementation thereof, **be noted**;
2. that the R10 000 000.00 received from the Department of Human Settlements towards funding of the Hermanus Affordable Housing Project and the subsequent recovering thereof from the sale of erven by the implementing agent to be allocated to the Housing Development Fund in terms of the Department of Human Settlements' conditions, **be noted**;
3. that all applicable bulk services contributions be waived, **be approved**;
4. that all applicable land costs on Swartdam Road Site C1 and Mount Pleasant Village be waived, **be approved**;
5. that the civil infrastructure costs applicable on Swartdam Road Site C1 and Mount Pleasant Village be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, **be approved**;
6. that all applicable electrical installation costs on Swartdamroad Site C1 and Mount Pleasant Village be waived, **be approved**;
7. that the land costs applicable on Mount Pleasant Heights, which amounts to approximately R1 160 811.00 be used to cross-subsidise the selling prices on Mount Pleasant Village, **be approved**;
8. that the civil- and electrical infrastructure costs applicable on Mount Pleasant Heights be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, **be approved**;
9. that the conditions imposed by Council on the remaining 17 sites in upper Mount Pleasant, now forming part of Mount Pleasant Heights, as contained in the Resolution dated 26 September 2012, **be rescinded**;
10. that the transfer of the 189 erven in this housing project to MCape Overstrand must be simultaneous with the transfer to the beneficiaries (to be identified during the project) who will be allocated the individual erven in terms of the set criteria imposed by Department of Human Settlements in the Memorandum of Agreement and the Housing Act and National Housing Code, **be approved**;
11. that the abovementioned approval be subject to a public participation process being followed at the cost of the Municipality in order to inform the public of the process to be followed for the allocation of the developed erven to beneficiaries; and

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Council Meeting 25 October 2017)**

- 12 that a reversionary clause be inserted in the Land Availability Agreement with MCape Overstrand stating that the development must be completed within 5 years from date of signature of the Agreement unless a written extension has been granted by the municipality, inclusive of refundable HDF amounts.

RESPONSIBLE OFFICIAL :

**A JACOBS
A LE ROUX
B KING**

TARGET DATE FOR IMPLEMENTATION :

25 OCTOBER 2017

TARGET DATE TO INFORM APPLICANT:

N/A

TARGET DATE TO INFORM OBJECTOR:

N/A

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Mayoral Committee Meeting : 25 October 2017)**

**5.
HERMANUS AFFORDABLE HOUSING PROJECT: PROPOSED BUSINESS PLAN
AND APPROVAL TO DEVIATE FROM SEVERAL PARAGRAPHS OF THE
OVERSTRAND MUNICIPALITY ADMINISTRATION OF IMMOVABLE PROPERTY
POLICY TO DIRECTLY SELL AND TRANSFER THE 189 ERVEN IN THE
IDENTIFIED AFFORDABLE HOUSING PROJECT TO SUPPLIERS TO ALL (PTY)
LTD t/a MCAPE OVERSTRAND (PREVIOUSLY MOTLEKAR)**

17/5/5/2/18

**A Jacobs / A Le Roux
16 August 2017**

(028) 313 5075

Hermanus Administration

**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON
17 OCTOBER 2017, WHICH COMMITTEE RECOMMENDED AS FOLLOWS:**

RECOMMENDATION TO THE COUNCIL:

1. that the proposed Business Plan for the Hermanus Affordable Housing Project and implementation thereof, **be noted;**
2. that the R10 000 000.00 received from the Department of Human Settlements towards funding of the Hermanus Affordable Housing Project and the subsequent recovering thereof from the sale of erven by the implementing agent to be allocated to the Housing Development Fund in terms of the Department of Human Settlements' conditions, **be noted;**
3. that all applicable bulk services contributions be waived, **be approved;**
4. that all applicable land costs on Swartdam Road Site C1 and Mount Pleasant Village be waived, **be approved;**
5. that the civil infrastructure costs applicable on Swartdam Road Site C1 and Mount Pleasant Village be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, **be approved;**
6. that all applicable electrical installation costs on Swartdamroad Site C1 and Mount Pleasant Village be waived, **be approved;**
7. that the land costs applicable on Mount Pleasant Heights, which amounts to approximately R1 160 811.00 be used to cross-subsidise the selling prices on Mount Pleasant Village, **be approved;**
8. that the civil- and electrical infrastructure costs applicable on Mount Pleasant Heights be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, **be approved;**

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
17 October 2017
(Also the agenda for the Mayoral Committee Meeting : 25 October 2017)**

9. that the conditions imposed by Council on the remaining 17 sites in upper Mount Pleasant, now forming part of Mount Pleasant Heights, as contained in the Resolution dated 26 September 2012, **be rescinded**;
10. that the transfer of the 189 erven in this housing project to MCape Overstrand must be simultaneous with the transfer to the beneficiaries (to be identified during the project) who will be allocated the individual erven in terms of the set criteria imposed by Department of Human Settlements in the Memorandum of Agreement and the Housing Act and National Housing Code, **be approved**;
11. that the abovementioned approval be subject to a public participation process being followed at the cost of the Municipality in order to inform the public of the process to be followed for the allocation of the developed erven to beneficiaries; and
12. that a reversionary clause be inserted in the Land Availability Agreement with MCape Overstrand stating that the development must be completed within 5 years from date of signature of the Agreement unless a written extension has been granted by the municipality, inclusive of refundable HDF amounts.

RESPONSIBLE OFFICIAL :

**A JACOBS
A LE ROUX
B KING**

TARGET DATE FOR IMPLEMENTATION :

25 OCTOBER 2017

TARGET DATE TO INFORM APPLICANT:

N/A

TARGET DATE TO INFORM OBJECTOR:

N/A



**AGENDA of the
Portfolio Committee : Infrastructure & Planning
22 May 2017
(Also the agenda for the Mayoral Committee Meeting 31 May 2017)**

**22.
UPDATE ON THE PROGRESS OF AFFORDABLE HOUSING DEVELOPMENTS IN
OVERSTRAND**

17/5/12

A Jacobs

(028) 313 5075

Hermanus Administration

24 April 2017

1. Executive Summary

The purpose of the report is to provide Council with an update regarding the progress on the affordable housing developments in Overstrand. For clarification purposes, Council should also note that Affordable Housing is categorised as those opportunities available to households earning between R3 501.00 and R25 000.00 per month. Households earning up to R15 000.00 are also eligible for a subsidy in terms of the Finance Linked Individual Subsidy Programme (FLISP), given that they qualify in terms of the criteria and households earning up to R25 000.00 must also qualify for a full bond from the banks without having to pay any deposits.

A Locality Plan, indicating the locations of the development sites, is attached as Annexure A.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Infrastructure & Planning

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
The encouragement of structured community participation in the matters of the municipality
Promotion of tourism, economic and social development

4. Delegated Authority

None

5. Legal Requirements

Constitution of the Republic of South Africa, 1996
Housing Act, 1997 (Act 107 of 1997)
National Housing Code, 2009

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
22 May 2017
(Also the agenda for the Mayoral Committee Meeting 31 May 2017)**

Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)

Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)

6. Background/Discussion/Evaluation/Conclusion

Background / Discussion / Evaluation

There is currently one Affordable Housing Development being implemented and two others being planned for the Overstrand. Each one will be discussed separately:

Gansbaai GAP

The development comprises the construction of 155 affordable housing units on a Portion of Erf 210, Gansbaai, known as Fountain Hill. Installation of Civil and Electrical infrastructure were completed at the end of June 2015. The Developer then started with the first phase which entailed the construction of 11 units. The remaining 144 units will be developed in phases when the first 11 are sold and also in phases. To date, 2 properties have been sold, one is under offer and the remaining 8 are being leased. The houses vary in size from 42 sq m to 87 sq m and sell for R479 000 and R884 000 respectively.

Zwelihle & Mount Pleasant, Hermanus

Three development sites have been identified in the Hermanus area.

- The first property is known as Site C1 in Zwelihle, and it is located adjacent to Mariner's Village and the Zwelihle Clinic, along Swartdam Road. It comprises the development of 150 units, to be completed in phases.
- The second site is known as the Sportsfield Site and it is located next to the Mount Pleasant Sportsfield in Angelier Street. This comprises the development of 22 units, also to be completed in phases.
- The third site is located in upper Mount Pleasant in Katjeepering- and Jasmyn Streets and there are a total of 17 sites available for development.

Funding for the development of the first phase of these three sites has been approved by the Department of Human Settlements (DoHS) for the 2017 / 2018 financial year.

The Municipality is currently awaiting the final Resolution and conditions from DoHS. The Department approved a contribution of R10 million towards the project in order to make the housing more affordable. As soon as the Resolution has been received, a contract will have to be signed between the

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
22 May 2017
(Also the agenda for the Mayoral Committee Meeting 31 May 2017)**

Municipality and DoHS, after which a more detailed report will be presented to Council and the sites can be made available to the Developer.

A Layout Plan for Site C1 indicating the affordable housing portion is attached as Annexure B.

Hawston

Five hundred sites have been approved in the Hawston Integrated Development Programme (IRDP) of which 107 is earmarked for affordable housing. The Municipality received the Resolution for the installation of civil services from DoHS on 26 April 2017. We are still waiting for the final contracts from DoHS. After the installation of civil services has been completed, the construction of the affordable housing units will be addressed. A Layout Plan indicating the affordable housing portion is attached as Annexure C.

Conclusion

Council to take note of the availability and progress of the affordable housing development in the Overstrand.

7. Financial Implications

None

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

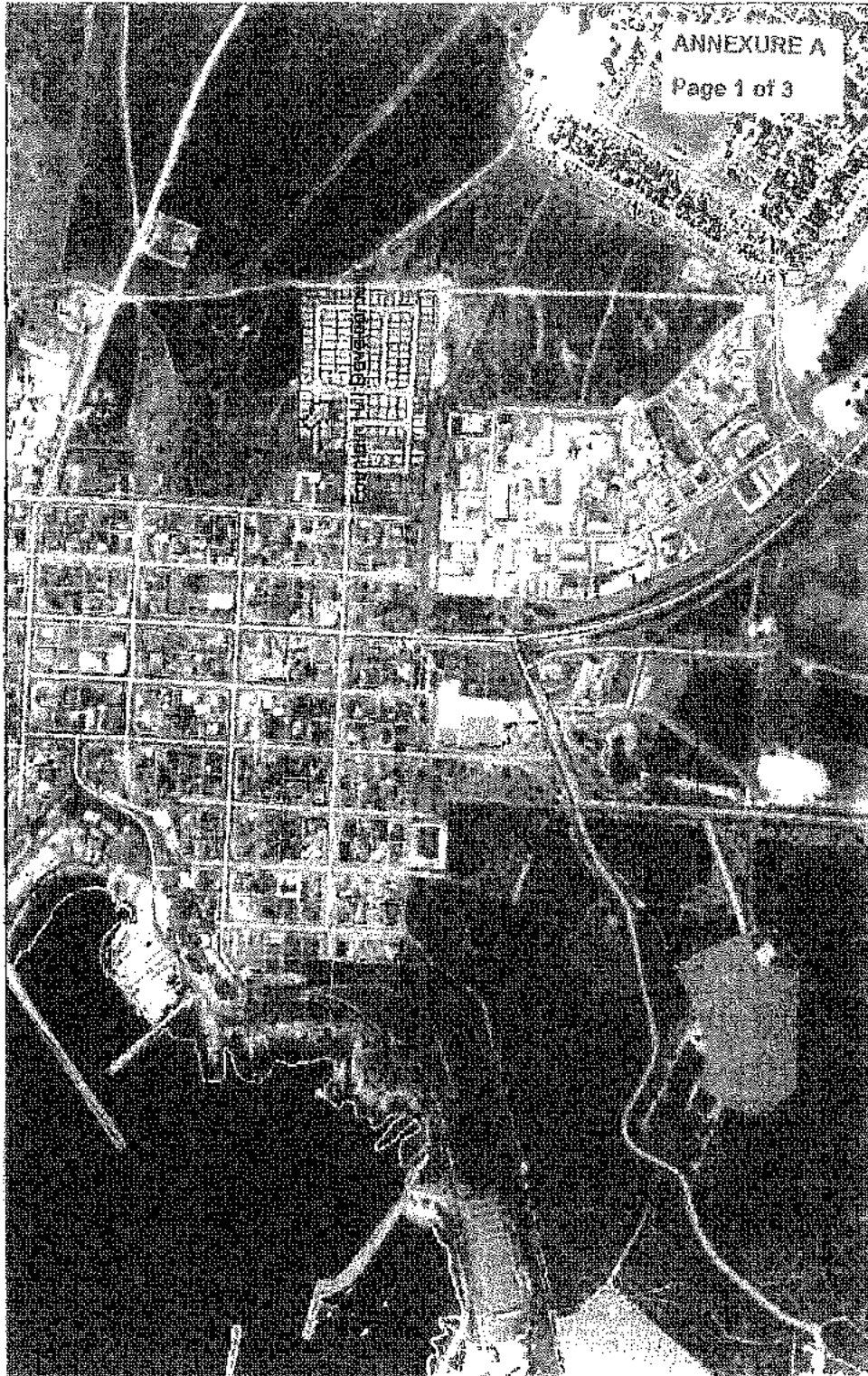
- Annexure A: Locality Plans
- Annexure B: Site C1 Affordable Housing Layout
- Annexure C: Hawston Affordable Housing Layout

RECOMMENDATION TO THE COUNCIL:

that the availability and progress on the Affordable Housing Developments in the Overstrand, be noted.

**AGENDA of the
Portfolio Committee : Infrastructure & Planning
22 May 2017
(Also the agenda for the Mayoral Committee Meeting 31 May 2017)**

RESPONSIBLE OFFICIAL :	A JACOBS
TARGET DATE FOR IMPLEMENTATION :	28 JUNE 2017
TARGET DATE TO INFORM APPLICANT:	N/A
TARGET DATE TO INFORM OBJECTOR:	N/A

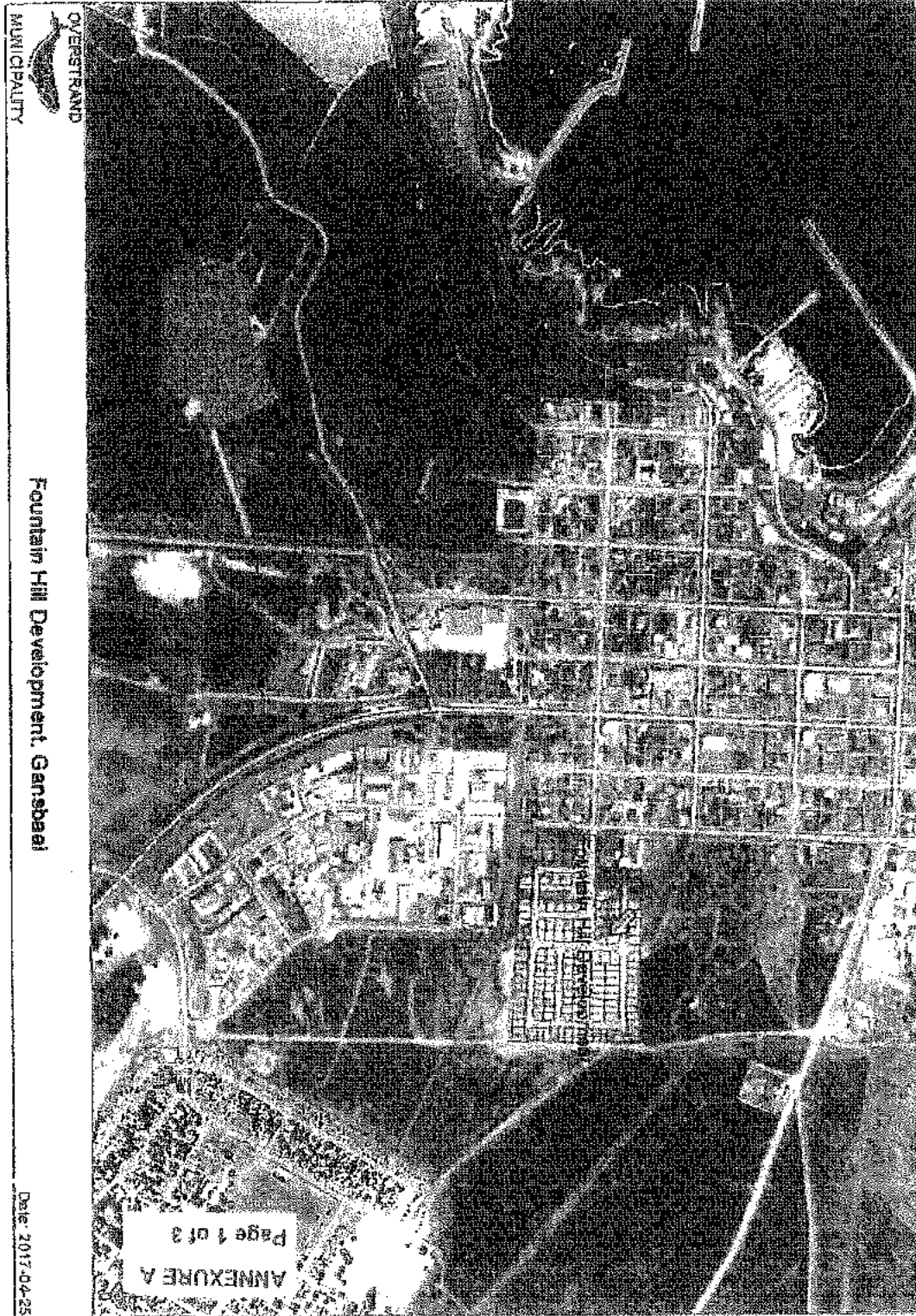


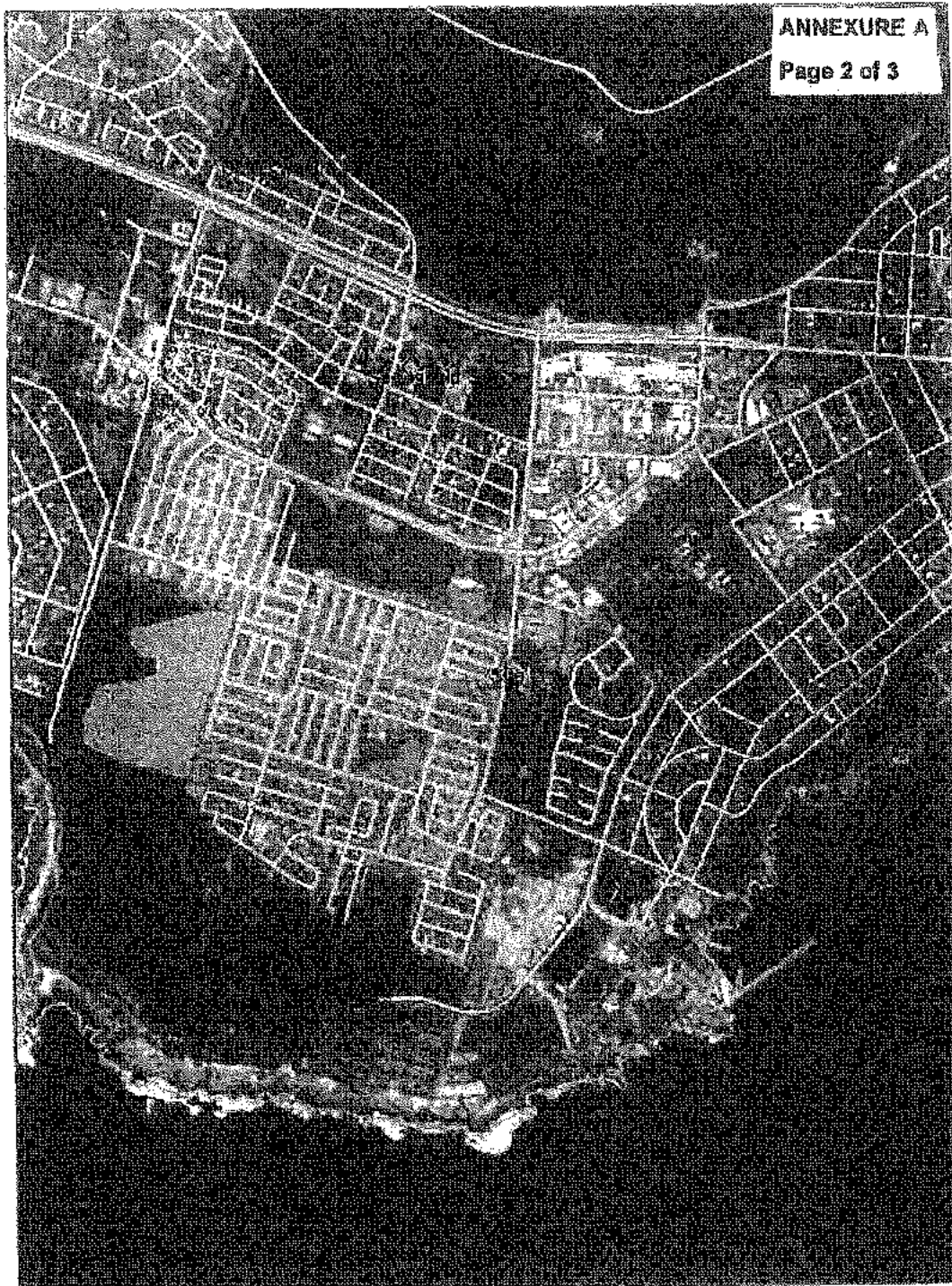
ANNEXURE A
Page 1 of 3

Date: 2017-04-25

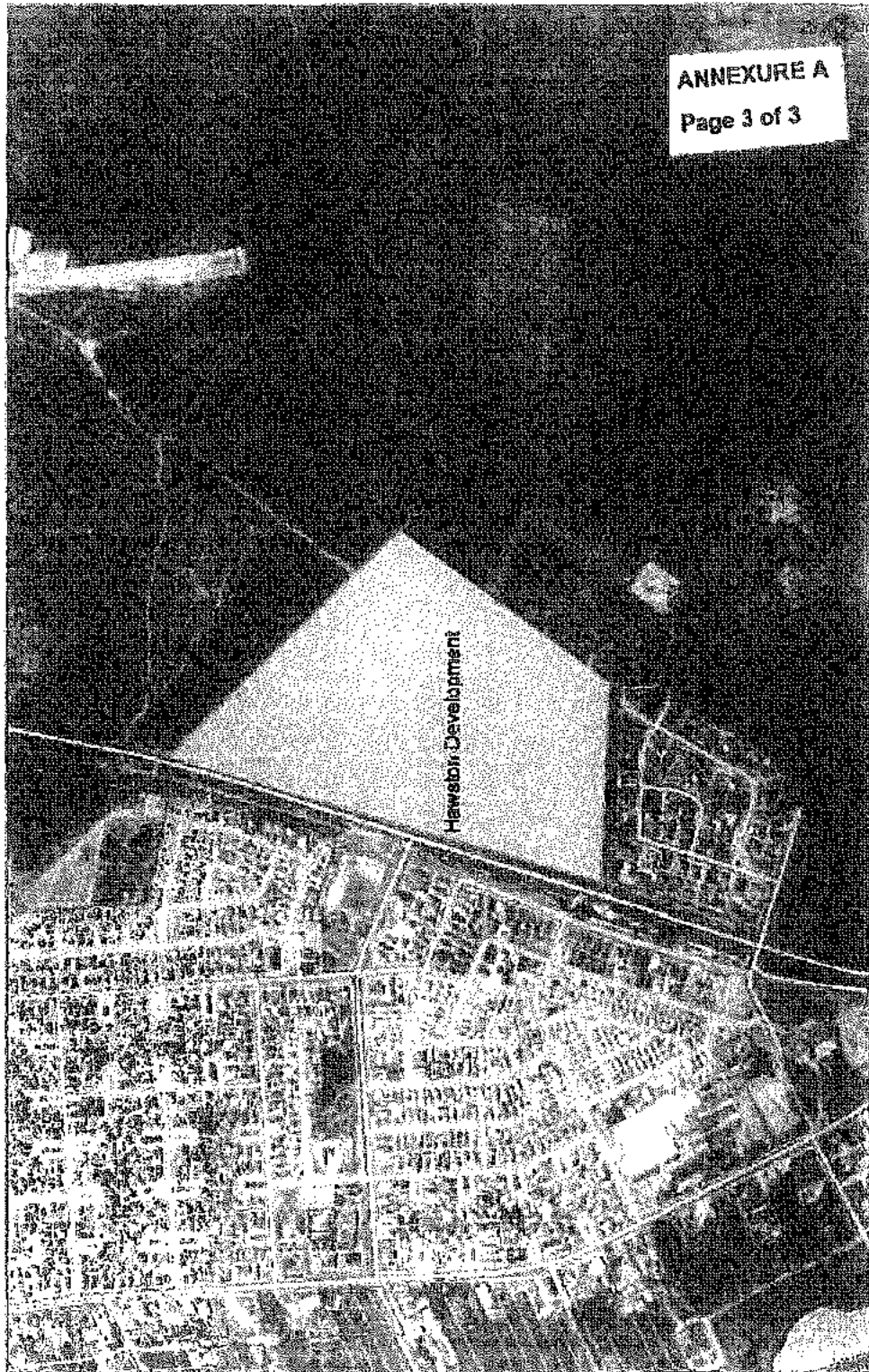
Fountain Hill Development, Gansbaai







ANNEXURE A
Page 2 of 3



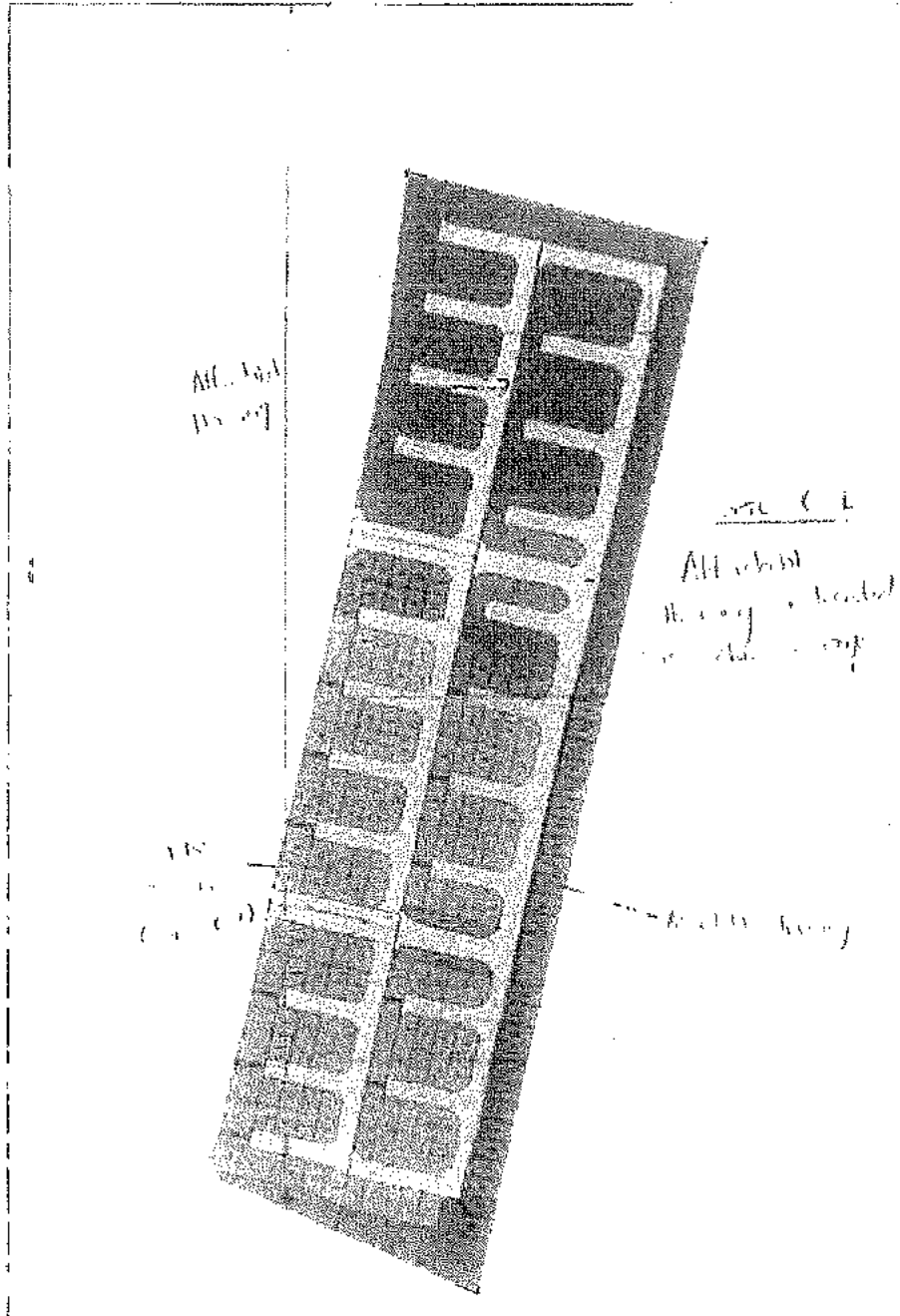
ANNEXURE A
Page 3 of 3

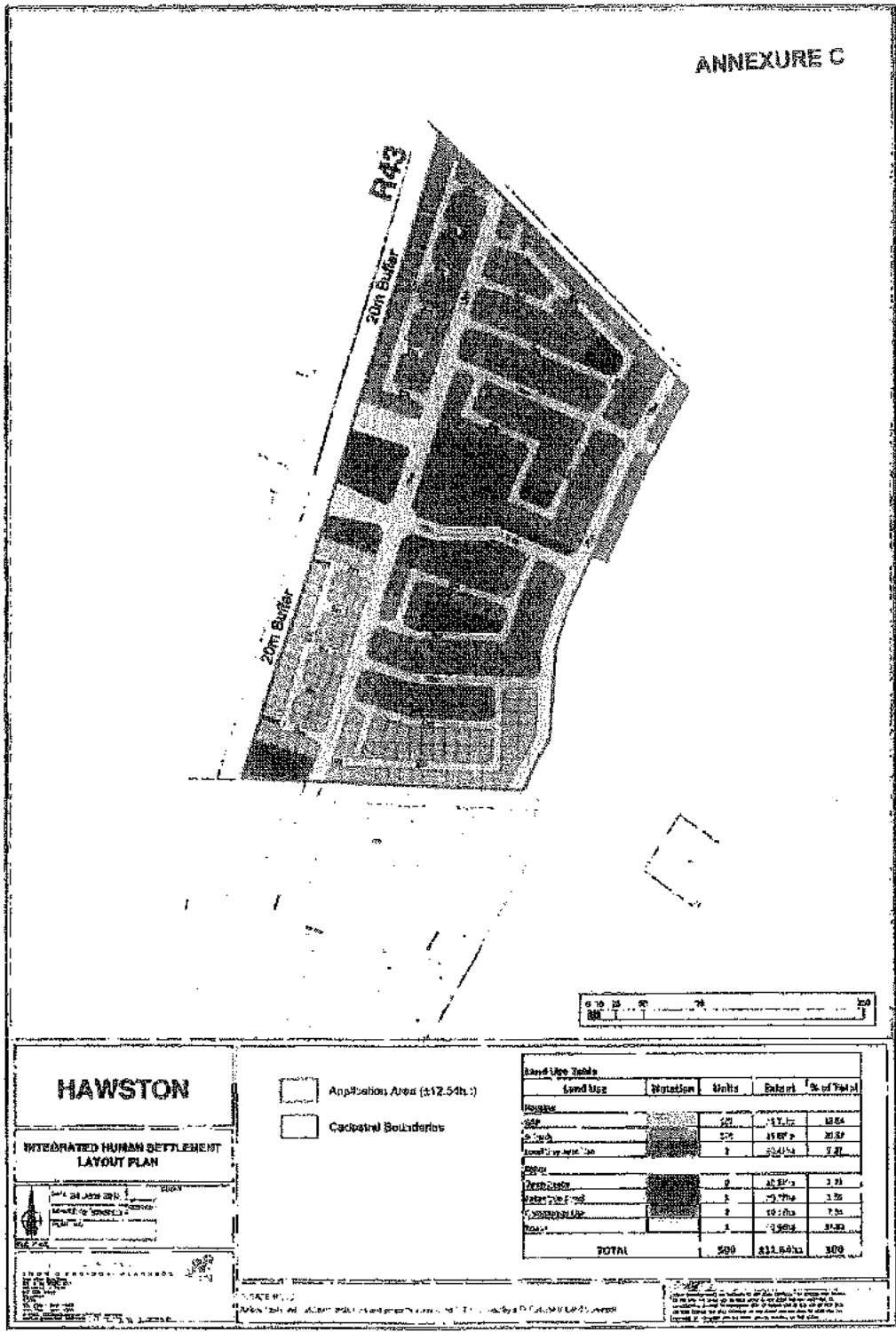
Date: 2017-04-25

Hawston IRDP Development Site



ANNEXURE B





12

MINUTES : ORDINARY MEETING OF THE COUNCIL**31 MAY 2017****5.11****UPDATE ON THE PROGRESS OF AFFORDABLE HOUSING DEVELOPMENTS IN OVERSTRAND****(ITEM 22, PAGE 461 : INFRASTRUCTURE & PLANNING PORTFOLIO
- MAYORAL COMMITTEE MEETING : 31 MAY 2017)****RESOLVED (SUPPORTED BY 25 COUNCILLORS):**

that the availability and progress on the Affordable Housing Developments in the Overstrand, be noted.

RESPONSIBLE OFFICIAL :**A JACOBS****TARGET DATE FOR IMPLEMENTATION :****28 JUNE 2017****TARGET DATE TO INFORM APPLICANT:****N/A****TARGET DATE TO INFORM OBJECTOR:****N/A**

FLISP SCALE:

Upper limit	R 12 000
Lower limit	R 0 000
Subsidy (R)	R 12 000

Upper limit	Subsidy (R)
0	0
1000	1000
2000	2000
3000	3000
4000	4000
5000	5000
6000	6000
7000	7000
8000	8000
9000	9000
10000	10000
11000	11000
12000	12000
13000	13000
14000	14000
15000	15000
16000	16000
17000	17000
18000	18000
19000	19000
20000	20000
21000	21000
22000	22000
23000	23000
24000	24000
25000	25000
26000	26000
27000	27000
28000	28000
29000	29000
30000	30000
31000	31000
32000	32000
33000	33000
34000	34000
35000	35000
36000	36000
37000	37000
38000	38000
39000	39000
40000	40000
41000	41000
42000	42000
43000	43000
44000	44000
45000	45000
46000	46000
47000	47000
48000	48000
49000	49000
50000	50000
51000	51000
52000	52000
53000	53000
54000	54000
55000	55000
56000	56000
57000	57000
58000	58000
59000	59000
60000	60000
61000	61000
62000	62000
63000	63000
64000	64000
65000	65000
66000	66000
67000	67000
68000	68000
69000	69000
70000	70000
71000	71000
72000	72000
73000	73000
74000	74000
75000	75000
76000	76000
77000	77000
78000	78000
79000	79000
80000	80000
81000	81000
82000	82000
83000	83000
84000	84000
85000	85000
86000	86000
87000	87000
88000	88000
89000	89000
90000	90000
91000	91000
92000	92000
93000	93000
94000	94000
95000	95000
96000	96000
97000	97000
98000	98000
99000	99000
100000	100000

WHERE CAN I FIND MORE INFORMATION?

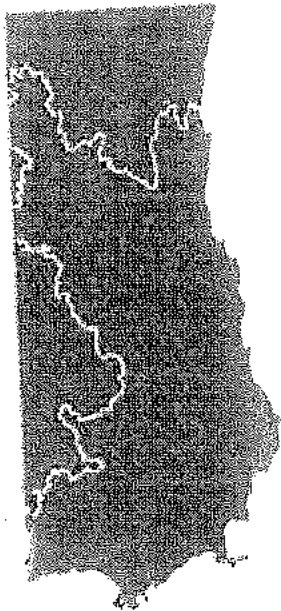
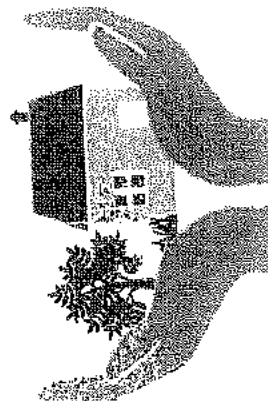
Walk in: Provincial Department of Human Settlements Helpdesk
27 West Street, Cape Town.

Call: 021 483 6488 / 021 483 0873
021 483 0818 / 021 483 2984
021 483 0877 / 021 483 2060

E-mail: human.settlements@westerncape.gov.za

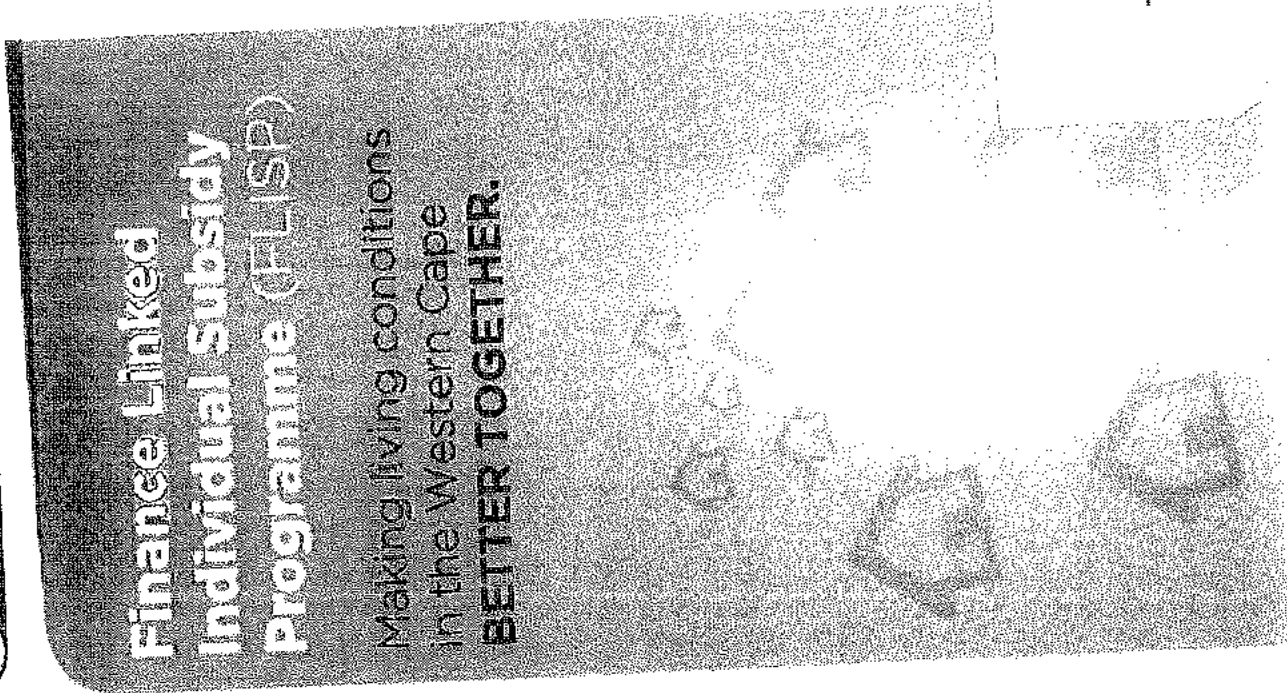
Office hours: 07:30 - 17:00, Monday to Friday

<http://www.westerncape.gov.za/dept/human-settlements>



Finance Linked Individual Subsidy Programme (FLISP)

Making living conditions in the Western Cape **BETTER TOGETHER.**



Finance Linked Individual Subsidy Programme (FLISP)

WHAT IS THE FINANCE LINKED INDIVIDUAL SUBSIDY PROGRAMME (FLISP)?

The Finance Linked Individual Subsidy Programme (FLISP) is an instrument that assists qualifying households by providing a once-off down payment to those households who have secured mortgage finance to acquire a residential property for the first time.

HOW WILL THE FINANCE LINKED INDIVIDUAL SUBSIDY PROGRAMME (FLISP) ASSIST A QUALIFYING BENEFICIARY?

FLISP assists qualifying beneficiaries who wish to obtain mortgage finance from a lender to:

- Acquire ownership of an existing residential property;
- Obtain vacant serviced residential stands which are linked to house building contracts with home builders registered with the National Home Builders Registration Council (NHBR) or
- Build a new house with the assistance of a home builder registered with the National Home Builders Registration Council (NHBR), on a serviced residential stand, that is ready owned by the beneficiary.

WHO IS FLISP TARGETED AT?

Household whose gross income range is R3 501 to R15 000 and are South African citizens.

WHAT IS THE SUBSIDY AMOUNT THAT ONE CAN QUALIFY FOR?

- Depending on their income level a qualifying beneficiary will qualify for a subsidy of between R20 000 to R87 000.

HOW DO I APPLY FOR FLISP?

- You must be in the market looking for a house and should be able to secure a home loan as it is a requirement to access FLISP funds.
- To apply you must contact or visit the Department of Human Settlements' Headack.

WHAT IS THE OBJECTIVE OF THE FINANCE LINKED INDIVIDUAL SUBSIDY PROGRAMME?

The objective of the programme is to reduce the initial mortgage loan amount to reduce the monthly loan repayment obligations over the loan payment term.

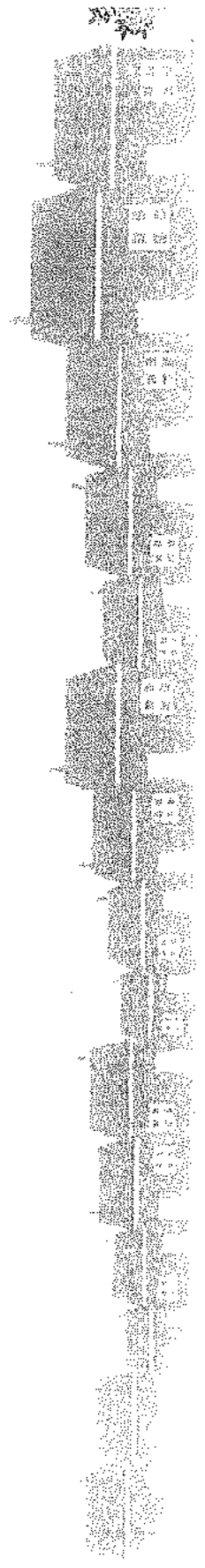
THE QUALIFICATION CRITERIA

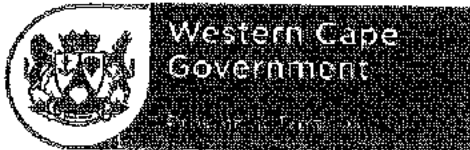
The applicant should:

- Earn between R3 501 to R15 000
- Be a South African citizen with a valid Identity Document, or be a permanent resident with a permanent residence permit.
- Not have qualified for a government housing subsidy before
- Not have owned a fixed residential property before.
- Be competent to contract - over 18 years or legally married or legally divorced and of sound mind
- Be married or cohabiting.
- Be single with financial dependents

If the home loan application is declined by the bank then you will not be able to access the Finance Linked Individual Subsidy Programme (FLISP)

To apply for FLISP you must be in the process of purchasing a property, if you already have purchased a property, it should not be registered on your name for more than 12 months as applications after this window-period are currently not considered.





Local Government Revenue and Expenditure
Email: Elizabeth.Wenn@westerncape.gov.za
tel: +27 21 483 4540 fax: +27 21 483 4337

Reference: PTR 16/1/2/3

THE MAYOR
(FOR INFORMATION)

THE MUNICIPAL MANAGER: OVERSTRAND MUNICIPALITY

THE CHIEF FINANCIAL OFFICER: OVERSTRAND MUNICIPALITY

FINAL 2017 MUNICIPAL BUDGET ALLOCATIONS

This letter outlines the Municipal Budget Allocations for the 2017 MTEF, including priority allocations from National and Provincial Government.

Overall thrust of Budget 2017

The 2017 funding envelope has been influenced by the persistently weak economic environment and uncertain fiscal outlook. This impact on the growth of the Provincial Equitable Share and some Conditional Grants over the MTEF which in turn results in a decreasing growth trend of some allocations to municipalities.

The 2017 Provincial Budget reflects the Western Cape Government's commitment to implementing the Western Cape Government's Fiscal Strategy and maintaining fiscal discipline, fiscal consolidation and fiscal sustainability. The aim is to fund the Western Cape Government's priorities, the key policy priorities of the Provincial Strategic Plan and Game Changers, within the aggregate expenditure ceiling and taking fiscal and delivery risks into account. Ultimately the budget allocations should lead to improved public value and service delivery impact. This also forms the basis of allocations to municipalities within the Western Cape.

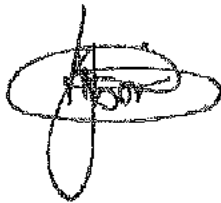
Minister Ivan Meyer tabled the Western Cape Provincial 2017 Budget in the Provincial Parliament on the 7th of March 2017. Arising from this, your Municipality will receive total planned transfers from various departments in the Provincial Government of R51.100 million in 2017/18, R39.109 million in 2018/19 and R65.809 million in 2019/20.

Details of your Municipality's allocations from provincial departments, as well as from the national departments have been taken up in the attached Schedule A. The frameworks for the provincial allocations are represented in the 2017 Provincial Gazette No. 7742, dated 7 March 2017, whilst the frameworks for the national allocations were published in the 2017 Division of Revenue Bill (B4 of 2017).

As the Accounting Officer you are encouraged to continue to search for efficiencies within your Municipality but in doing so you are advised to protect spending on frontline services, especially as they relate to government's key priorities.

These allocations must be included in your municipality's 2017/18 MTREF draft budget which must be tabled by the mayor at a council meeting by 31 March 2017.

I trust this information will provide you with the required strategic and operational information on the plans of provincial departments, so that you can better plan and budget within your Municipality.



MR M SIGABI
(ACTING) CHIEF DIRECTOR: LOCAL GOVERNMENT PUBLIC FINANCE
PROVINCIAL TREASURY
DATE: 8 March 2017

SCHEDULE A

LOCAL GOVERNMENT GEF ALLOCATIONS: 2017/18 - 2019/20			
OVERSTRAND MUNICIPALITY	2017/18 R thousands	2018/19 R thousands	2019/20 R thousands
Direct transfers			
Equitable share and related	84 223	96 165	105 996
Fuel levy sharing			
Infrastructure	26 330	27 404	35 530
Municipal infrastructure grant	22 330	23 404	24 538
Integrated national electrification programme (municipal) grant	4 000	4 000	11 000
Current transfers	3 850	1 550	1 550
Local government financial management grant	1 550	1 550	1 550
Expanded public works programme integrated grant for municipalities	2 300		
Sub total direct transfers	114 403	125 119	143 074
Total Transfers from DGP	114 403	125 119	143 074
Transfers from Provincial Departments			
Municipal Allocations from Provincial Departments of which	51 100	39 109	65 609
Provincial Treasury	240	360	480
Financial management capacity building grant	240	360	480
Department of Human Settlements	41 670	32 000	58 200
Human settlements development grant (Beneficiaries)	31 670	32 000	58 200
Provincial Contribution towards the Acceleration of Housing Delivery	10 000	-	-
Department of Transport and Public Works	139	-	-
Financial assistance to municipalities for maintenance and construction of transport infrastructure	139	-	-
Department of Cultural Affairs and Sport	8 177	6 675	7 055
Community Library Service Grant	7 006	6 675	7 055
Development of Sport and Recreation Facilities	1 171	-	-
Department of Local Government	974	74	74
Fire Service Capacity Building Grant	800		
Community Development Workers (CDW) operational support grant	74	74	74
Total Transfers from Provincial Departments	61 100	39 109	65 609
Total National and Provincial Allocations	175 503	164 228	208 683

MEMORANDUM OF AGREEMENT

Entered into by and between

**THE WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF HUMAN
SETTLEMENTS**

(Herein represented by Mr. T Mguli in his capacity as Head of Department of
Human Settlements, and duly authorised thereto)

(Hereinafter referred to as "the Department")

and

**OVERSTRAND
MUNICIPALITY**

Herein represented byin his/her
capacity as and duly authorised
thereto

(Hereinafter referred to as "the Municipality")

(Collectively referred to as the "Parties")

for

**THE FUNDING FOR HERMANUS AFFORDABLE
/MIDDLE INCOME HOUSING PROJECT: OVERSTRAND
MUNICIPALITY**

INTRODUCTION

- A. A request for assistance was submitted by the Overstrand Municipality for the funding of Affordable/middle income Housing in Hermanus.
- B. The Department has resolved to make funding available and to support the request for funding of R 10 000 000.00 (Ten Million Rand).
- C. The Parties wish to record the terms and conditions upon which the Department has allocated the funds to the Municipality, in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. TRANSFER OF FUNDS**

- 1.1 The Department shall effect payment of the funds in sum of R 10 000 000.00 (Ten Million Rand) to the Municipality in a single payment, which funds will be utilised in accordance with the terms and conditions as set out in this agreement.
- 1.2 The Municipality may submit a claim, certified in terms of clause 1.5 below, on the date of the Agreement being signed by the last signatory hereto.
- 1.3 The funds shall be deposited into the Municipality's primary bank account opened in accordance with section 8 of the Municipal Finance Management Act, 2003 and suitably ring-fenced until the funds can be utilized for purposes of the Project.
- 1.4 Interest earned may only be utilised for the benefit of the Project.
- 1.5 Payment of the funds shall be made within 30 (thirty) days of receipt of the Municipality's written request for payment which shall be made in the format as agreed with the Department and which shall be certified by the Municipal Manager or his nominee in the following manner:

"I,(name of Municipal Manager or nominated responsible person), duly authorised, do hereby certify that the above-mentioned funds will be spent for the purpose of completing the Project, that sufficient documentary evidence to substantiate all payments will

be made available and that the Municipal Council was informed of the services to be rendered."

2. UNDERTAKING BY THE MUNICIPALITY

- 2.1. The Municipality undertakes to utilise the funds solely for the purpose as expressed in this Agreement.
- 2.2 The Municipality hereby confirms that effective, efficient and transparent financial management and internal control systems are in place and further declares that the Municipality has the necessary capacity to control, co-ordinate and manage the Project and exercise control over the funds allocated to the Project.
- 2.3 In support of clause 2.2 of this agreement, the Municipality will furnish the Department with its most recent audited report.
- 2.4 The Municipality must comply with applicable procurement legislation and use its approved Procurement Policy for the appointment of the service provider on the Project.
- 2.5 The Municipality shall be obliged to enter into an agreement with the service provider who will complete the Project. The agreement concluded between the Municipality and the service provider must:
- 2.5.1 Provide that copies of all documentation related to the provisioning of the services to the Municipality (being on paper or in electronic format) is to be made available to the Department on request; and
- 2.5.2 Contain a retention clause.
- 2.6 The Municipality undertakes to provide such reports as indicated in clause 7 of this Agreement to the Department.
- 2.7 The Municipality undertakes to retain all expenditure vouchers, including cashed cheques, indicating the Project number, for audit purposes.

- 2.8 The Municipality to ensure that the full grant of R 10 000 000.00 (Ten Million Rand) (VAT @ 0% be allocated to the project.)

3. CONDITIONS OF GRANT

- 3.1 The funds are available until 31 March 2019 and must be utilized into the business plan submitted to Department.
- 3.2 The Department shall at any stage during the period of the implementation of the Project be entitled:
- 3.2.1 to request any information from the Municipality pertaining to the Project which the Municipality must provide within the specified time period;
- 3.2.2 to inspect the progress of the Project and any records or documents related to the Municipality's role in terms of this Project; and
- 3.2.3 to call meetings which the Municipality shall attend and be entitled to be represented by any of its employees or members of its professional team or representatives.
- 3.3 Should the funds not be utilised for its intended purpose, the Department shall be entitled to reclaim the full amount paid to the Municipality in terms of this Agreement from the Municipality together with interest.
- 3.4 Should the Project not commence within 3 months after the date of signature by the Party signing the Agreement last in time, or such date as mutually agreed upon in writing between the Parties, the Agreement shall lapse and be of no further force or effect, and all funds shall be immediately refunded to the Department, with interest.
- 3.5 Surplus funds and income derived from the sale of the units, including available interest thereon, must be paid into the municipality's special operating account and must be utilized for future housing projects, subject to the Provincial Minister responsible for Human settlements' approval.

- 3.6 Upon request, the Municipality must supply the Department with all documentation including supporting vouchers of all expenses, incurred by the Municipality, related to this Agreement within 7 (seven) days of such request.
- 3.7 In the event of the Department paying the Municipality an amount in excess of the amount which the Municipality is entitled to receive ("excess amount"), the Municipality shall upon demand immediately refund any such excess amount to the Department.
- 3.8 If the Municipality fails to repay such excess amount immediately, upon demand:
- 3.8.1 the said amount shall accrue interest at the ruling rate of interest applicable from time to time to debts due to the State in accordance with section 80 of the Public Finance Management Act, 1999, which shall be calculated on the outstanding balance with effect from the date on which the overpayment was made until the date of repayment; and
- 3.8.2 the Department shall be entitled to set off the excess amount, together with interest calculated in accordance with clause 3.8.1, against any payments due to the Municipality in accordance with the provisions of this Agreement.
- 3.9 It is specifically recorded that a separate agreement will be concluded for the funds reserved for this Project for during the 2017/2018 financial year, subject to the approval thereof and subsequent gazetting by Provincial Treasury.
- 3.10 Payment will be processed on receipt and verification (actual delivery) of invoice.
- 4. RECORD OF ACCOUNTS AND SUPPORTING DOCUMENTATION**
- 4.1 The following documentation and statements which indicate the total allocation, total expenditure and total interest generated must be forwarded to the Department at the end of each of the Municipality's financial years until completion of the Project, as well as within 6 (six) months of completion of the

Project.

4.1.1 an audit report;

4.1.2 financial statements consisting of the following:

a. income statement;

b. balance sheet;

c. cash flow statement;

d. notes to the financial statement; and

e. any other documentation required by legislation.

4.2 The accounting documents and the supporting documents related to the Project must remain at the disposal of the Department throughout the duration of the Agreement and for a period of 5 (five) years after the date of termination of this Agreement.

4.3 The Municipality must retain the originals of the supporting documents and supply the Department with copies of the supporting documents stamped with the Municipality's official stamp. The Municipality must, at the request of the Department, indicate the place at which the originals may be examined.

5. RIGHT OF ACCESS TO FINANCIAL RECORDS

The Municipality grants authorised officials of the Department access to its financial records pertaining to the Project at all times and these officials shall be entitled to inspect the Municipality's records at the Municipality's premises, after reasonable written notice has been furnished

6. REPORTING PROCEDURE

6.1 Monthly reports

6.1.1 The Municipality must submit to the Department monthly reports on the actual status of the progress of the Project in the format prescribed by the Department.

6.1.2 The monthly reports must comprise of an explanatory section and an

accounting section, which indicates the total amount paid by the Department to the Municipality in respect of the Project, the expenses incurred by the Municipality, the interest generated and the progress made on the Project.

- 6.2 The Municipality shall within 3 (three) months of the completion of this Project provide the Head of Department with the following:
- 6.2.1 a report detailing the extent to which the objectives contained in this Agreement have been achieved;
 - 6.2.2 an audit report, which contains a confirmation from the Municipal Manager of the Municipality that the utilisation of the funds was audited internally.
- 6.3 The Department shall be entitled to request any additional information relating to any issues raised in or omitted from a report.
- 6.4 All reports shall be in writing and directed to the Head of Department unless otherwise stated.
- 7. DISPUTE RESOLUTION**
- 7.1 In the event of any dispute arising from this Agreement, the Parties shall make every effort to settle such dispute amicably.
- 7.2 If the dispute is not capable of being settled between the Parties amicably, such dispute shall be elevated to the Senior Management/Executive or their duly designated representatives for mediation purposes.
- 7.3 Should the dispute, despite such mediation remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal Intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in the Intergovernmental Relations Framework Act, 2005 (Act No 13 of 2005).

8. BREACH

- 8.1 Should the Municipality breach any or all of the conditions as set out in this Agreement, and fail to remedy such breach within seven days of receiving written notice from the Department requiring it to do so, the Department, without detriment to any other remedy which may be available to it in law shall be entitled to cancel this Agreement and to claim back all funds paid to the Municipality with Interest.
- 8.2 The Municipality shall not be entitled to cede, assign or otherwise transfer any of its rights and obligations under this Agreement.

9. GENERAL

- 9.1 This Agreement constitutes the entire Agreement between the Parties pertaining to the Project and no amendment, alteration, addition or variation of any right, term or condition of this Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.
- 9.2 The Municipality shall not be entitled to cede, assign or otherwise transfer any of its rights and obligations under this Agreement.
- 9.3 If any of the clauses of this agreement or annexures thereto are found to be invalid or not binding on the Parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of this agreement.

SIGNED AT ON THE DAY
OF.....2017

THE DEPARTMENT

(Herein represented by
Mr. T Mguli in his capacity as
Head of Provincial Department
of Human Settlements, duly
authorized thereto)

AS WITNESSES:

1.

2.

SIGNED AT ON THE DAY
OF.....2017

THE MUNICIPALITY

(Herein represented by
.....in
his / her capacity as
.....
who warrants his/her authority
to do so)

AS WITNESSES:

1.

2.

MINUTES : ORDINARY MEETING OF THE COUNCIL**25 OCTOBER 2017****5.5**

HERMANUS AFFORDABLE HOUSING PROJECT: PROPOSED BUSINESS PLAN AND APPROVAL TO DEVIATE FROM SEVERAL PARAGRAPHS OF THE OVERSTRAND MUNICIPALITY ADMINISTRATION OF IMMOVABLE PROPERTY POLICY TO DIRECTLY SELL AND TRANSFER THE 189 ERVEN IN THE IDENTIFIED AFFORDABLE HOUSING PROJECT TO SUPPLIERS TO ALL (PTY) LTD v/a MCAPE OVERSTRAND (PREVIOUSLY MOTLEKAR)

(ITEM 5, PAGE 74 : INFRASTRUCTURE AND PLANNING PORTFOLIO - MAYORAL COMMITTEE MEETING : 25 OCTOBER 2017)

RESOLVED (SUPPORTED BY 24 COUNCILLORS):

1. that the proposed Business Plan for the Hermanus Affordable Housing Project and implementation thereof, be noted;
2. that the R10 000 000.00 received from the Department of Human Settlements towards funding of the Hermanus Affordable Housing Project and the subsequent recovering thereof from the sale of erven by the implementing agent to be allocated to the Housing Development Fund in terms of the Department of Human Settlements' conditions, be noted;
3. that all applicable bulk services contributions be waived, be approved;
4. that all applicable land costs on Swartdam Road Site C1 and Mount Pleasant Village be waived, be approved;
5. that the civil infrastructure costs applicable on Swartdam Road Site C1 and Mount Pleasant Village be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, be approved;
6. that all applicable electrical installation costs on Swartdamroad Site C1 and Mount Pleasant Village be waived, be approved;
7. that the land costs applicable on Mount Pleasant Heights, which amounts to approximately R1 160 811.00 be used to cross-subsidise the selling prices on Mount Pleasant Village, be approved;
8. that the civil- and electrical infrastructure costs applicable on Mount Pleasant Heights be utilised towards meeting the expenditure related to the implementation of the Land Use Development Conditions, be approved;

MINUTES : ORDINARY MEETING OF THE COUNCIL**25 OCTOBER 2017**

9. that the conditions imposed by Council on the remaining 17 sites in upper Mount Pleasant, now forming part of Mount Pleasant Heights, as contained in the Resolution dated 26 September 2012, **be rescinded**;
10. that the transfer of the 189 erven in this housing project to MCape Overstrand must be simultaneous with the transfer to the beneficiaries (to be identified during the project) who will be allocated the individual erven in terms of the set criteria imposed by Department of Human Settlements in the Memorandum of Agreement and the Housing Act and National Housing Code, **be approved**;
11. that the abovementioned approval be subject to a public participation process being followed at the cost of the Municipality in order to inform the public of the process to be followed for the allocation of the developed erven to beneficiaries; and
12. that a reversionary clause be inserted in the Land Availability Agreement with MCape Overstrand stating that the development must be completed within 5 years from date of signature of the Agreement unless a written extension has been granted by the municipality, inclusive of refundable HDF amounts.

RESPONSIBLE OFFICIAL :

**A JACOBS
A LE ROUX
B KING**

TARGET DATE FOR IMPLEMENTATION :**25 OCTOBER 2017****TARGET DATE TO INFORM APPLICANT:****N/A****TARGET DATE TO INFORM OBJECTOR:****N/A**

OVERSTRAND AFFORDABLE HOUSING PROJECT:

**SWARTDAM ROAD- 150 ERVEN
MOUNT PLEASANT VILLAGE – 22 ERVEN
MOUNT PLEASANT HEIGHTS – 17 ERVEN**

MEMORANDUM OF AGREEMENT

made and entered into by and between

OVERSTRAND MUNICIPALITY

herein represented by COENRAAD CORNELIUS GROENEWALD in his capacity as MUNICIPAL
MANAGER

(hereinafter called the "Municipality")

and

SUPPLIERS TO ALL PROPRIETARY LIMITED

t/a MCape Overstrand

herein represented by PIETER PRINSLOO in his capacity as DIRECTOR

(hereinafter called "Suppliers To All")

WHEREAS

- (a) The Municipality is the registered owner of the Property;
- (b) Suppliers To All, trading as MCape Overstrand, is the Municipality's implementing agent;
- (c) The Municipality, in line with DOHS's strategic objectives, wishes to make the Property available for the development of affordable housing for the community falling within the lower, middle and higher income categories;
- (d) This innovative model will ensure the provision of affordable housing to all. The Municipality partnered with The Department of Human Settlements ("DOHS") who approved funding for the Swartdam Road (C1) and Mount Pleasant Village GAP component of the Project in order to unlock the Project;
- (e) The Property has been rezoned to single residential purposes with a departure from the normal single residential development parameters pertaining to building lines to accommodate an affordable housing project;
- (f) DOHS approved the Swartdam Road (C1) and Mount Pleasant Village GAP Project as part of a bigger Integrated Residential Development Project (IRDP) project and the erven were serviced under this model;
- (g) A partnership approach was agreed upon between the Municipality and Suppliers To All with DOHS to implement the project;

Handwritten signatures of the representatives of the Municipality and Suppliers To All.

- (h) DOHS agreed to unlock the Swartdam Road (C1) and Mount Pleasant Village component of the Project and approved R10 000 000.00 (ten million rand) (VAT at 0%) to start the first phase of the Project and that the funding be utilized to make housing more affordable and to unlock further housing projects within the Overstrand Municipal area;

NOW THEREFORE the parties agree that the following terms and conditions shall be applicable:

1. Interpretation

1.1. In this Agreement:

- 1.1.1. clause headings shall not be used in its interpretation unless the context clearly indicates a contrary intention;
- 1.1.2. an expression which denotes:
- 1.1.2.1. any gender includes the other gender;
- 1.1.2.2. a natural person includes a body corporate, an artificial person and vice versa;
- 1.1.2.3. the singular includes the plural and vice versa;
- 1.1.3. the following expressions shall bear the following meanings and related expressions bear corresponding meanings;
- 1.1.3.1. "Agreement" means the Agreement as set out in this document, including the annexures and schedules thereto;
- 1.1.3.2. "Business Day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.1.3.3. "Conveyancer" means the attorneys appointed by the Suppliers To All, in this regard Guthrie & Theron Attorneys;
- 1.1.3.4. "Council" means the Overstrand Municipality;
- 1.1.3.5. "DOHS" means the Department of Human Settlements;
- 1.1.3.6. "End User" means the beneficiary identified by the Suppliers To All, who qualifies to benefit from the Project, and as approved by the Municipality;
- 1.1.3.7. "Financial year" means the period from 1 July until 30 June;
- 1.1.3.8. "Parties" means the Parties to this Agreement and "Party" shall mean any one of them as the context may indicate;
- 1.1.3.9. "Project" means the Overstrand Affordable Housing Project development consisting of:
- (a) 150 residential erven in Swartdam Road (C1),
- (b) 17 residential erven known as Mount Pleasant Heights,
- (c) 22 residential erven known as Mount Pleasant Village;

- 1.1.3.10. **"Property"** means and consists of the:
- (a) 150 residential erven on Site C1, Swartdam Road (C1), approximately 3,16 ha in extent, as indicated on Annexure "A" (general plans SG3188/2014 and SG3189/2014) attached hereto;
 - (b) 17 residential erven on Mount Pleasant Heights, as indicated on Annexure "B" (general plan SG1929/2015) attached hereto;
 - (c) 22 residential erven on Mount Pleasant Village, as indicated on Annexure "C" (general plan SG1549/1985) attached hereto;

Which in total represents the 189 erven as indicated in Annexure "A" to the Deed of Sale;

- 1.1.3.11. **"Suppliers To All"** means Suppliers To All (Pty) Ltd t/a MCape Overstrand, Reg. No. 2009/023199/07, a company duly incorporated in accordance with the applicable laws of the Republic of South Africa;
- 1.1.3.12. **"Land value"** means the sum of R1 160 811.00 (one million one hundred and sixty thousand eight hundred and eleven rand) VAT excluded, for the Mount Pleasant Heights erven;
- 1.1.3.13. **"Relevant Authorities"** means the Relevant Authority/ies already established or to be established to succeed the aforementioned in respect of the exercise of authority in respect of those matters referred to in this Agreement and shall include the Council;
- 1.1.3.14. **"Municipality"** means Overstrand Municipality, a local authority duly constituted in terms of applicable legislation, of Magnolia Street, Hermanus;
- 1.1.3.15. **"Signature Date"** means the date of signature of this Agreement by the party signing last;
- 1.1.3.16. **"Transfer Date"** means the date upon which the pockets of erven in the property are transferred into the name of the Suppliers to All and subsequently the End User;
- 1.1.3.17. **"VAT"** means value added tax payable in terms of the VAT Act;
- 1.1.3.18. **"VAT Act"** means Value Added Tax Act 89 of 1991, as amended.

1.2. Any word or phrase defined in the body of this Agreement shall have the meaning assigned to it in such definition throughout this Agreement.

1.3. If any provision in a definition is a substantive provision conferring any right or imposing any obligation on any Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.







- 1.4. When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.5. The rule of interpretation that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement shall not apply.

2. Transfer of funds

- 2.1 The Department of Human Settlements (DOHS) approved R10 000 000.00 (ten million) (VAT at 0%) to start the first phase of the Project on the Property.
- 2.2 The abovementioned R10 000 000.00 (ten million rand) (VAT at 0%) funding contribution from the DOHS will be paid to Suppliers To All in separate payments as the Project progresses (so called progress payments), and only after receipt of a demand for a progress payment, indicating what progress has been made and spending has been done, which must be appropriately certified according to a pre-determined cash-flow (see Annexure D) by the delegated authority of the Municipality before any payment will be made.

3. Project

The Project shall be implemented by Suppliers to All in the following phases, with the proviso that these phases may be deviated from with the prior written consent of the Municipality:

3.1. Phase 1 : 2017/2018 financial year

- (a) Construction of boundary wall and entrance to Swartdam Road.
- (b) Construction of a show village of 30 GAP housing units at Swartdam Road (C1) – 2017/2018.
- (c) Construction of show houses at Mount Pleasant Village.
- (d) Start marketing the Project.

3.2 Phase 2 : 2018/2019 financial year

- (a) Ongoing marketing 2018/2019.
- (b) Complete transfers on phase 1. Once the R10 000 000.00 (ten million rand) DOHS funding is recovered Suppliers will start construction of the following 30 GAP units during the 2018/2019 financial year.
- (c) Depending on the market uptake and timeframe to recover the bridge-funding Suppliers aim to further construct the next of 30 GAP units during 2018/2019. (60 in total in the 2018/2019 financial year)
- (d) Ongoing construction of units in Mount pleasant Heights and Mount Pleasant Village – Market driven.

3.3 Phase 3 : 2019/2020 financial year

- (a) Ongoing marketing of all units - 2019/2020 financial year.

Del
M

Del
M.W

[Signature]

- (b) Final construction of units in Mount Pleasant Heights and Mount Pleasant Village.
 - (c) Construction of the last phase of Swartdam Road - 60 GAP units in 2 pockets of 30 units each.
 - (d) Upon transfer of the last phase of the Swartdam Road project the full amount of R10 000 000.00 (ten million rand) will be recovered into a separate operating account ("SOA") of the Municipality.
- 3.4 All payments due to the Municipality and payable by Suppliers to All during Phases 1 to 3 must be paid into the trust account of the Municipality's attorneys of record, Guthrie & Theron Attorneys, who will attend to the transfer of the Property in terms of the Deed of Sale entered into by the Parties. If and when this money is needed by Suppliers to All to proceed with the rest of the Project in terms of the approval of the Municipality's Council, Suppliers to All may submit a demand for a progress payment, indicating what progress has been made and spending has been done, which must be appropriately certified according to a pre-determined cash-flow, by the delegated authority of the Municipality before any instruction will be given to the attorneys of record to affect payment to Suppliers to All.
4. **Transfer, Sale and marketing**
- 4.1 The Property shall be transferred by the Conveyancers to Suppliers To All in accordance with the Deed of Sale.
 - 4.2 Suppliers To All shall only sell the developed erven in the Project within guideline price brackets as agreed with the Municipality to End Users in the GAP market, to ensure affordability for the target market. Approved sales and rental prices will increase annually in line with inflation (CPI). To cater for lower income earners, 20% of the saleable developed erven in Swartdam Road (C1) will be made available in a subsidized category. The sales price of the subsidized developed erven shall be cross-subsidized from other developed erven in the Project to achieve the reduced prices.
 - 4.3 On the successful sale of the individual developed erven to End Users, Suppliers To All's conveyancers shall transfer to the End Users the individual developed erven sold simultaneous with the transfer of these developed erven to Suppliers To All.
 - 4.4 Suppliers To All will identify the End Users in accordance to the criteria imposed by Council and as detailed in clause 11 of the Deed of Sale of which this Agreement is inseparable from.
 - 4.5 Suppliers To All will assist the End User to obtain finance from a bank for the purchase of a developed erf in the Project.
 - 4.6 Suppliers To All will engage with commercial banks to raise finance to speed up Project delivery in Mount Pleasant Heights and Mount Pleasant Village.
 - 4.7 On registration of transfer of individual developed erven to End Users, the Conveyancers shall:
 - 4.7.1 repay to the Municipality the costs per erf as detailed in the attached detail costing (Annexure E);

DeR
W

DeR
N.W.

- 4.7.2 Suppliers To All and the Municipality shall obtain a letter of undertaking from the Conveyancers to ensure that the amounts due under clause 4.7.1 are held in trust on behalf of the Municipality.
- 4.8 It is recorded that proceeds from the Land Cost of Mount Pleasant Heights will be recovered from the End Users and utilized to lower the cost on the Mount Pleasant Village erven.
- 4.9 In the event of any of the transferred erven/units to Suppliers To All not being sold and transferred to End Users within 5 (FIVE) years from signature date of the Deed of Sale, Suppliers To All shall forthwith repay to the Municipality the outstanding balance to be recovered in terms of clause 4.7.1 as well as the R10 000 000.00 (ten million rand) (VAT at 0%) DOHS funding to kick start the Project.
- 4.10 Suppliers To All will be responsible to pay all costs and expenses of Guthrie & Theron Attorneys incurred in connection with the negotiation, preparation and entering into this Agreement which will be payable on demand.
- 4.11 Suppliers To All shall be liable for the payment of transfer duty (if any) and the tariff fees charged by the Conveyancer relating to the transferring of the Property into its name.
- 4.12 Suppliers To All shall take the marketing risk of the erven within the Project.
- 5. Access to Information**
- 5.1 The Municipality shall at any stage during the period of the implementation of the Project be entitled:
- 5.1.1 to request any information pertaining to the Project from Suppliers To All which Suppliers to All must provide within the specified time period and in a prescribed form to the Municipality;
- 5.1.2 to inspect the progress of the Project and any records or documents related to the Municipality's role in terms of this Project; and
- 5.1.3 to call meetings which the Suppliers To All must attend and be entitled to be represented by any of its employees or members of its professional team or representatives;
- in order for the Municipality to be able to report to the DOHS on the progress of the Project.
- 8. Reporting procedure**
- 8.1 Suppliers To All must submit to the Municipality monthly reports on the actual status of the progress of the Project in the format prescribed by the Municipality.
- 8.2 The monthly reports must comprise of an explanatory section and an accounting section, which indicates the total amount paid by the Municipality to the Suppliers To All in respect of the Project.
- 8.3 Suppliers To All shall within 2 (two) months of the completion of this Project provide the Municipality with a report detailing the extent to which the objectives contained in this

Agreement have been achieved. The Municipality shall be entitled to request any additional information relating to any issues raised in or omitted from a report.

- 8.4 All reports required in terms of this Agreement must be in writing and directed to the Director: Infrastructure and Planning of the Municipality, unless otherwise stated.

9. Breach

- 9.1 In the event of any of the Parties ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 14 (fourteen) days after receipt of a written notice from the other Party ("the aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith without further notice, in either event with the right of claiming and recovering damages from the defaulting party.
- 9.2 Should either Party instruct attorneys to take any steps to enforce any of such Party's rights in terms of this Agreement arising from a breach by the other Party, then the defaulting Party shall be liable for all legal and incidental costs including legal fees and tracing charges.
- 9.3 If a Party ("the defaulting party") fails to pay any amount which is owing by it to the other Party ("the innocent party") on the due date, including any amount which may be payable as damages, without prejudice to other rights which the innocent party may have, the innocent party shall thereupon be entitled to claim and recover from the defaulting party an additional amount in respect of interest on such unpaid amount calculated at a rate equal to the prime lending interest rate of Absa Bank applicable on Signature Date, to be calculated from the date due to the date of actual payment (both days included), or in the case of an amount payable by way of damages, with effect from the date upon which those damages are sustained until the date of payment in respect of those damages.
- 9.4 The interest referred to in clause 9.3 above shall be compounded monthly in arrears from the end of the month during which the interest is first calculated.
- 9.5 Subject to clause 10 below, the Parties hereby consent and submit to the jurisdiction of the High Court of South Africa Western Cape High Court Division in respect of any dispute or claim arising out of or in connection with this Agreement.

10. Dispute Resolution

- 10.1 Should any dispute arise between the Parties in the widest sense concerning any matter relating to this Agreement, the dispute will be referred to the managing directors (or their delegates) of the Parties who will endeavour to reach agreement on the issue.
- 10.2 Should the Parties fail to successfully resolve the dispute after following the aforementioned procedure within a period of fourteen (14) days after such process has been requested by either of the Parties, the matter will be referred to arbitration as set out in clause 11 below.

Handwritten signatures and initials at the bottom right of the page, including a large signature, the initials 'NL', and another signature.

11. Arbitration

11.1 Should any dispute arise between the Parties in regard to:

11.1.1 the interpretation of; or

11.1.2 the carrying into effect of; or

11.1.3 any of the Parties' rights and obligations arising from; or

11.1.4 the termination of or arising from the termination of; or

11.1.5 the rectification of; or

11.1.6 any document delivered by any of the Parties arising from the terms of this Agreement,

and that dispute is not resolved in terms of the provisions of clause 10.1 above then that dispute shall be submitted to and decided by arbitration.

11.2 The Parties may require a dispute to be referred to arbitration in terms of this clause by way of written notice to the other Party.

11.3 The Parties may, notwithstanding the provisions of this clause, claim interim relief on an urgent basis from a Court with competent jurisdiction, in anticipation of the award of the arbitrator.

11.4 The arbitration shall be held:

11.4.1 at Cape Town; and

11.4.2 otherwise in terms of the rules of the Arbitration Foundation of South Africa ("AFSA"),

11.4.3 it being the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty one) working days after it has been demanded.

11.5 The arbitrator shall be, if the matter in dispute is principally:

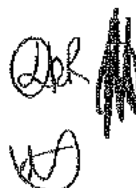
11.5.1 a legal matter, a practicing advocate of not less than 10 (ten) years' standing, or a practicing attorney of not less than 10 (ten) years' standing;

11.5.2 an accounting matter, a practicing chartered accountant of not less than 10 (ten) years' standing;

11.5.3 any other matter, an independent person agreed upon between the Parties.

11.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the Chairperson of AFSA, or his/her successor in title.

11.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be considered a legal matter.




N.K.



11.8 The arbitrator shall have the fullest and freest discretion with regard to the proceedings. Furthermore the arbitrator:

- 11.8.1 may dispense wholly or in part with formal submissions or pleadings;
- 11.8.2 shall determine the applicable procedure;
- 11.8.3 shall include such order as to costs as he deems just;
- 11.8.4 shall decide an accounting matter in accordance with the generally accepted accounting principals prevailing at the time when the dispute arises.

11.9 There shall be a right to appeal against the award made by the arbitrator. The body of appeal shall consist of a tribunal of 3 (three) arbitrators. Each Party shall be entitled to nominate and appoint 1 (one) arbitrator each, which shall be suitably qualified persons. The arbitrators so nominated and appointed shall within 14 (fourteen) days after their appointment, by agreement, appoint a third arbitrator. Should they fail to appoint a third arbitrator within the aforementioned period, such arbitrator shall be appointed by the Chairman of AFSA or his/her successor in title. The decision of the majority of the arbitrators shall be final and binding on the Parties.

11.10 Either of the Parties shall be entitled to have the award made an order of a Court with competent jurisdiction.

11.11 The provisions of this clause:

- 11.11.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and none of the Parties shall be entitled to withdraw from it or to claim or to state at such proceedings that he is not bound by the terms of this clause;
- 11.11.2 is severable from this Agreement and shall remain in force, notwithstanding the termination of, or the invalidity for whatsoever reason, of this Agreement.

12. Addresses for notices

12.1 The Parties hereby choose as their respective addresses for all notices arising out of this Agreement and as their *domicilium citandi et executandi* ("domicilium") as follows:

12.1.1 The Municipality: Magnolia Avenue
Hermanus
7200
Facsimile: 028 312 1894
Email: enquiries@overstrand.gov.za

12.1.2 Suppliers To All: 1 Boland Way
Durbanville
7550
Facsimile: 021 976 0984
Email: pieter@mcape.co.za

12.2 Each of the Parties shall be entitled from time to time by written notice to the other to vary its domicile to any other physical address within the Republic of South Africa not being a post box or a poste restante.

- 12.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 12.4 Any notice given by one Party to the other ("the addressee") which:
- 12.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be rebuttably presumed, to have been received by the addressee at the time of delivery;
 - 12.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be rebuttably presumed, to have been received by the addressee on the seventh day after the date of posting;
 - 12.4.3 are faxed or emailed, shall be rebuttably presumed to have been received by the addressee on the first business day after date of transmission.

13. General

- 13.1 This Agreement will in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the Republic of South Africa which is applicable to agreements executed and wholly performed within the Republic of South Africa.
- 13.2 This Agreement may be executed in one or more counterparts and in separate counterparts, each of which when executed will be deemed to be an original but when taken together will constitute one and the same agreement. The Agreement will only come into being once all the Parties hereto have signed such counterparts.
- 13.3 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any 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.
- 13.4 No addition to or variation, consensual cancellation or novation of this Agreement shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorized representatives.
- 13.5 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.
- 13.6 No Party may assign, transfer, sub-contract or otherwise part with this Agreement or any part thereof or any right or obligation under it, without obtaining the other Party's prior written consent thereto unless determined to the contrary in terms of this Agreement.

13.7 Each Party will:

- 13.7.1 sign and/or execute all documents;
- 13.7.2 do and procure the doing by other persons, and refrain and procure that other persons refrain from doing, all acts; and
- 13.7.3 pass and procure the passing of all resolutions of directors or shareholders and/or trustees of any company,

to the extent that it may lie within the Party's powers and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

13.8 This Agreement is indivisible from the separate Deed of Sale entered into between the Municipality and the Suppliers To All in respect of the sale of the Property, and shall be read in conjunction therewith.

14. RECORDAL

The Parties acknowledge that the Project is dependent on the R10 000 000.00 (ten million rand) funding that DOHS has to pay over to the Municipality in terms of a valid and binding contract entered into between the Municipality and DOHS. Should the DOHS delay or refuse to honor the binding contract entered into, the Project will be suspended until such time the matter is resolved.

SIGNED at Beaumont on this 10th day of February 2018
Witnesses:

1. De Roux

2. Wade

[Signature]
On behalf of the Municipality

SIGNED at Beaumont on this 12 day of February 2018
Witnesses:

1. De Roux

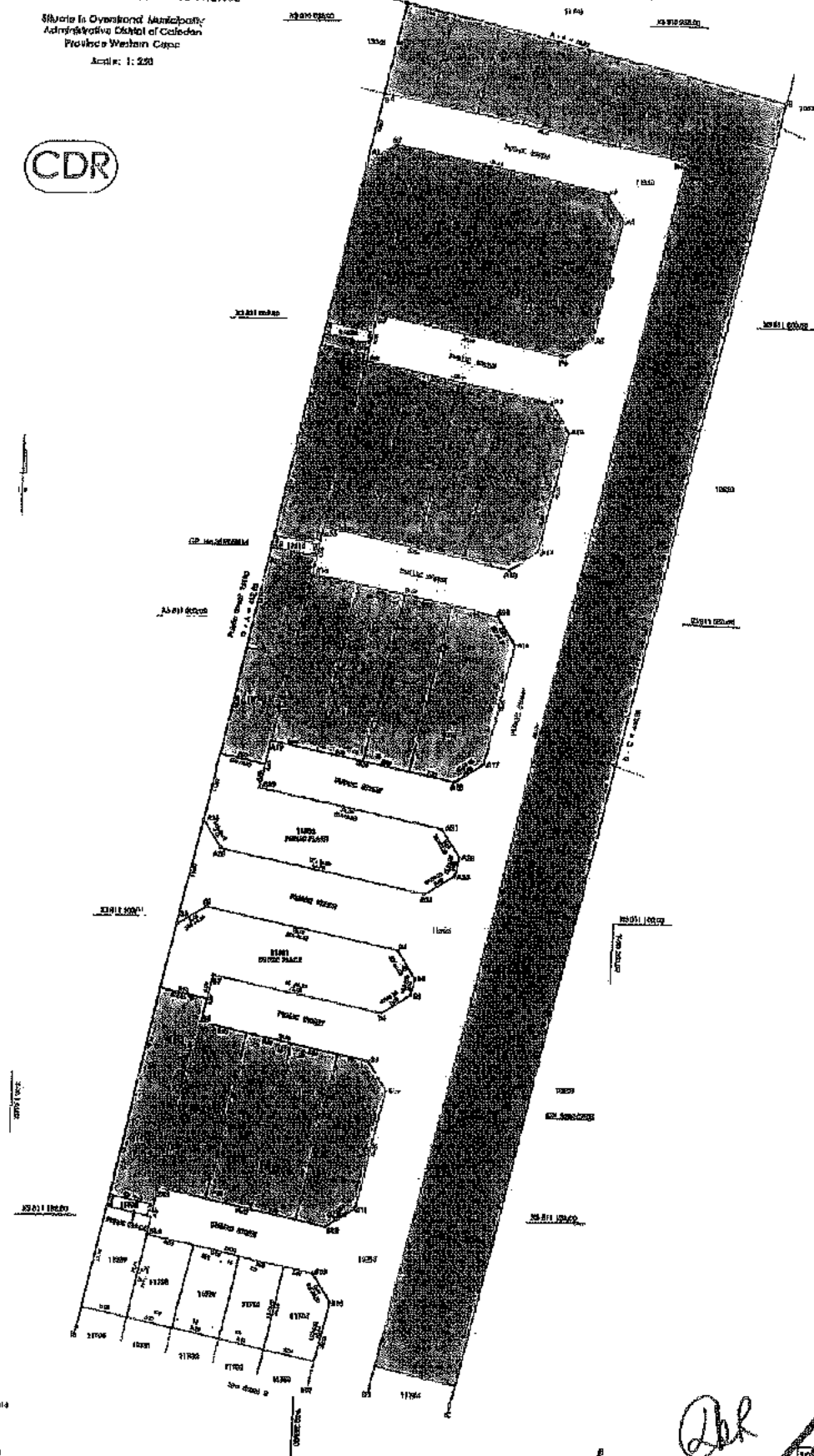
2. [Signature]

[Signature]
On behalf of the Suppliers To All

HERMANS ALLEENREK AREA
GENERAL PLAN NO. 3188/2014
of
Subdivisions of Erf 11471 MATHONUS
Situate in Overstrand Municipality
Administrative District of Caledon
Province of Western Cape
Scale: 1:250

A-5
for SURVEYOR-GENERAL
Table 1-1

CDR



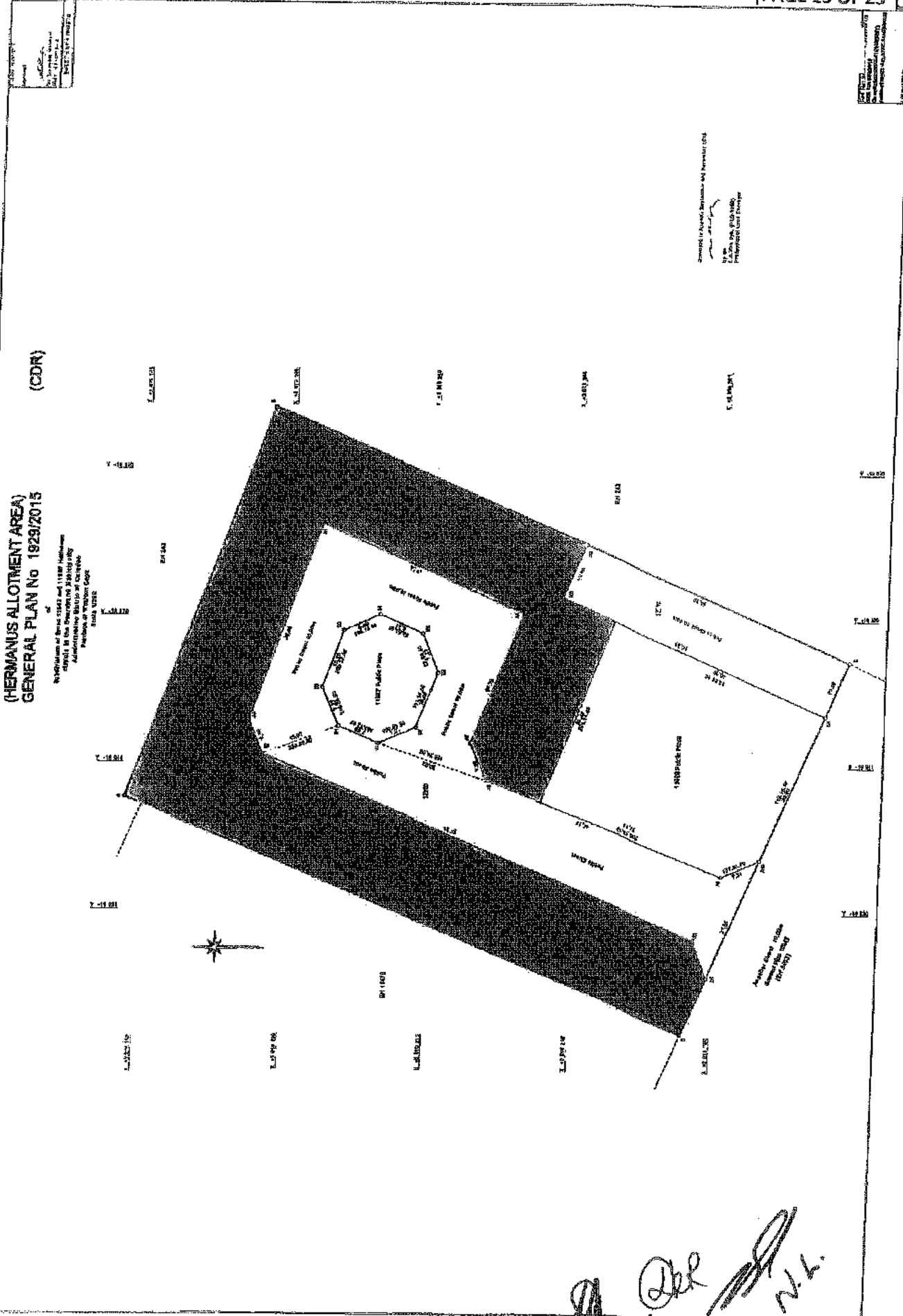
Subscribed and sworn to before me
this 11th day of July 2014
N.M.
Notary Public (No. 1078)
Overstrand Municipality

Handwritten signatures and initials, including 'D.R.', 'N.M.', and 'W.J.'.

TABLE 1-1: SUBDIVISION OF
ERF NO. 11471 MATHONUS
LOCAL MUNICIPALITY OF OVERSTRAND
M.P. 08100410

(HERMANUS ALLOTMENT AREA)
GENERAL PLAN No 1929/2015
(CDR)

REVISIONS TO GENERAL PLAN No 11189/14
GENERAL PLAN No 11189/14
ADMINISTRATIVE MAP No 11189/14
PARTIAL OF WATSON COPE
SOUTH AFRICA



Approved in Accordance with the provisions of the
Municipal Systems Act (Act 32 of 1955) and the
Municipal Structures Act (Act 117 of 1998)
Municipal Engineer (Municipal Engineer)
Municipal Engineer (Municipal Engineer)

[Handwritten signatures and initials]

10969 (SHT 2)

CDR

GENERAL PLAN NO. 10969

REPRESENTING THE SUBDIVISION OF
SOME UNLAWFUL PORTION OF EDP 143 RESERVES
Situated in the Municipality of Vancouver, Subdivision District of Columbia
Province of British Columbia
SHEET 2302

See Diagram No. 10969/100 DVT 1974 MARK

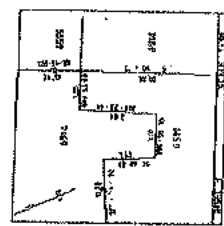
November - December 1964 and
Surveyed in January 1965 by
SHEET 2302

THIS PLAN COMPRISES 2 SHEETS
SHEET 1

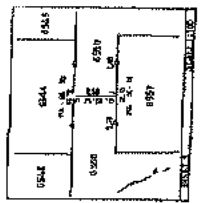
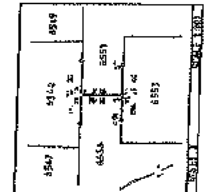
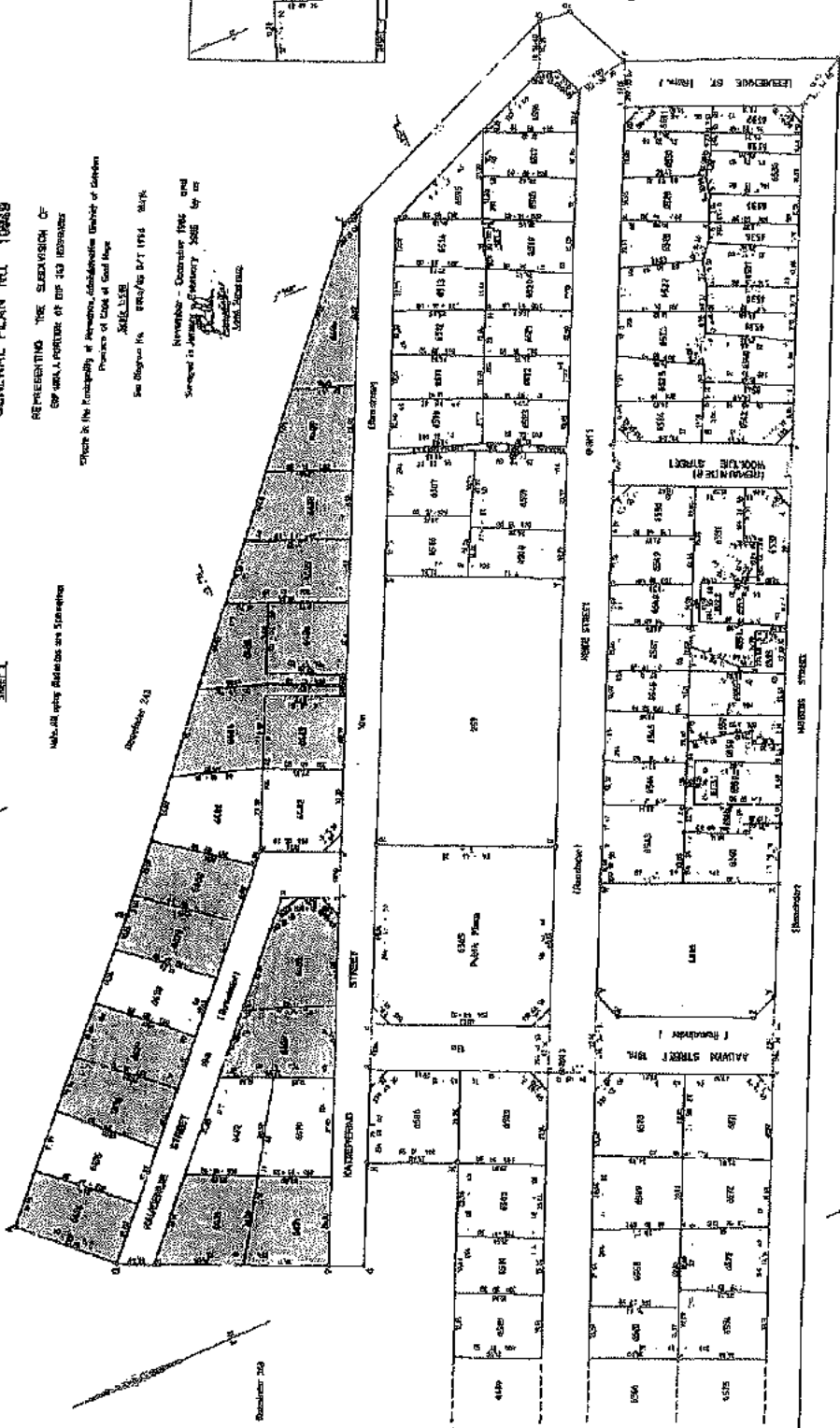
With all other Reserves and Surveys

T.A.S. LIMITED
Civil Engineers, Vancouver

SPS No. 12457/1E
Approved
Original in office of SPS 13
at Victoria 30/1/64
Date 1965/02/27



Original Diagram 10969/100
S.P.S. No. 12457/1E
S.P.S. No. 12457/1E
Completed in 1965
Date 1965/02/27



Handwritten signatures and initials, including 'M.A.' and 'CDR'.

ANNEXURE D

30 GAP UNITS SWARTDAM C1 30 DWELLINGS MOUNT PLEASANT CASH FLOW AND PROGRAM - TOP STRUCTURE									
House Type:									
Top structure development cost (Ave)	30	280 000							
Number of units									TOTAL
Start & Establishment									30
Foundations									30
Wallplate									30
Roof									30
Houses 85%-90% Complete									30
100% complete									30
									-
									-
Rand value									
Start & Establishment									1 660 000
Foundations									1 260 000
Wallplate									2 100 000
Roof									1 880 000
Houses 85%-90% Complete									1 260 000
100% complete									210 000
Perimeter wall									1 250 000
Entrance									350 000
									-
									-
Rand value	100.0%	2 350 000	1 340 000	2 600 000	2 240 000	630 000	530 000	270 000	10 000 000
Cumulative Cashflow		2 350 000	3 690 000	6 290 000	8 530 000	9 160 000	9 790 000	10 000 000	
		24%	37%	63%	85%	92%	98%	100%	

[Handwritten signatures and initials]

No	Project name	Property Description - Erf		m ²	Price Excl vat	Price Incl VAT
1	Swartdam Road C1	11672	Hermanus	124	R 50 781.00	R 57 890.34
2	Swartdam Road C1	11673	Hermanus	122	R 50 781.00	R 57 890.34
3	Swartdam Road C1	11674	Hermanus	120	R 50 781.00	R 57 890.34
4	Swartdam Road C1	11675	Hermanus	118	R 50 781.00	R 57 890.34
5	Swartdam Road C1	11676	Hermanus	129	R 50 781.00	R 57 890.34
6	Swartdam Road C1	11677	Hermanus	125	R 50 781.00	R 57 890.34
7	Swartdam Road C1	11678	Hermanus	155	R 50 781.00	R 57 890.34
8	Swartdam Road C1	11679	Hermanus	109	R 50 781.00	R 57 890.34
9	Swartdam Road C1	11680	Hermanus	112	R 50 781.00	R 57 890.34
10	Swartdam Road C1	11681	Hermanus	112	R 50 781.00	R 57 890.34
11	Swartdam Road C1	11682	Hermanus	112	R 50 781.00	R 57 890.34
12	Swartdam Road C1	11683	Hermanus	112	R 50 781.00	R 57 890.34
13	Swartdam Road C1	11684	Hermanus	112	R 50 781.00	R 57 890.34
14	Swartdam Road C1	11685	Hermanus	112	R 50 781.00	R 57 890.34
15	Swartdam Road C1	11686	Hermanus	112	R 50 781.00	R 57 890.34
16	Swartdam Road C1	11687	Hermanus	112	R 50 781.00	R 57 890.34
17	Swartdam Road C1	11688	Hermanus	112	R 50 781.00	R 57 890.34
18	Swartdam Road C1	11689	Hermanus	112	R 50 781.00	R 57 890.34
19	Swartdam Road C1	11690	Hermanus	112	R 50 781.00	R 57 890.34
20	Swartdam Road C1	11691	Hermanus	112	R 50 781.00	R 57 890.34
21	Swartdam Road C1	11692	Hermanus	112	R 50 781.00	R 57 890.34
22	Swartdam Road C1	11693	Hermanus	112	R 50 781.00	R 57 890.34
23	Swartdam Road C1	11694	Hermanus	112	R 50 781.00	R 57 890.34
24	Swartdam Road C1	11695	Hermanus	112	R 50 781.00	R 57 890.34
25	Swartdam Road C1	11696	Hermanus	112	R 50 781.00	R 57 890.34
26	Swartdam Road C1	11697	Hermanus	112	R 50 781.00	R 57 890.34
27	Swartdam Road C1	11698	Hermanus	112	R 50 781.00	R 57 890.34
28	Swartdam Road C1	11699	Hermanus	112	R 50 781.00	R 57 890.34
29	Swartdam Road C1	11700	Hermanus	112	R 50 781.00	R 57 890.34
30	Swartdam Road C1	11701	Hermanus	112	R 50 781.00	R 57 890.34
31	Swartdam Road C1	11702	Hermanus	112	R 50 781.00	R 57 890.34
32	Swartdam Road C1	11703	Hermanus	112	R 50 781.00	R 57 890.34
33	Swartdam Road C1	11704	Hermanus	112	R 50 781.00	R 57 890.34
34	Swartdam Road C1	11705	Hermanus	112	R 50 781.00	R 57 890.34
35	Swartdam Road C1	11706	Hermanus	112	R 50 781.00	R 57 890.34
36	Swartdam Road C1	11707	Hermanus	112	R 50 781.00	R 57 890.34
37	Swartdam Road C1	11708	Hermanus	112	R 50 781.00	R 57 890.34
38	Swartdam Road C1	11709	Hermanus	112	R 50 781.00	R 57 890.34
39	Swartdam Road C1	11710	Hermanus	112	R 50 781.00	R 57 890.34
40	Swartdam Road C1	11711	Hermanus	112	R 50 781.00	R 57 890.34
41	Swartdam Road C1	11712	Hermanus	112	R 50 781.00	R 57 890.34
42	Swartdam Road C1	11713	Hermanus	112	R 50 781.00	R 57 890.34
43	Swartdam Road C1	11715	Hermanus	112	R 50 781.00	R 57 890.34

44	Swartdam Road C1	11716	Hermanus	112	R	50 781.00	R	57 890.34
45	Swartdam Road C1	11717	Hermanus	112	R	50 781.00	R	57 890.34
46	Swartdam Road C1	11718	Hermanus	112	R	50 781.00	R	57 890.34
47	Swartdam Road C1	11719	Hermanus	112	R	50 781.00	R	57 890.34
48	Swartdam Road C1	11720	Hermanus	112	R	50 781.00	R	57 890.34
49	Swartdam Road C1	11721	Hermanus	112	R	50 781.00	R	57 890.34
50	Swartdam Road C1	11722	Hermanus	112	R	50 781.00	R	57 890.34
51	Swartdam Road C1	11723	Hermanus	112	R	50 781.00	R	57 890.34
52	Swartdam Road C1	11724	Hermanus	112	R	50 781.00	R	57 890.34
53	Swartdam Road C1	11725	Hermanus	112	R	50 781.00	R	57 890.34
54	Swartdam Road C1	11726	Hermanus	109	R	50 781.00	R	57 890.34
55	Swartdam Road C1	11727	Hermanus	161	R	50 781.00	R	57 890.34
56	Swartdam Road C1	11791	Hermanus	137	R	50 781.00	R	57 890.34
57	Swartdam Road C1	11792	Hermanus	113	R	50 781.00	R	57 890.34
58	Swartdam Road C1	11793	Hermanus	113	R	50 781.00	R	57 890.34
59	Swartdam Road C1	11794	Hermanus	113	R	50 781.00	R	57 890.34
60	Swartdam Road C1	11795	Hermanus	121	R	50 781.00	R	57 890.34
61	Swartdam Road C1	11796	Hermanus	123	R	50 781.00	R	57 890.34
62	Swartdam Road C1	11797	Hermanus	113	R	50 781.00	R	57 890.34
63	Swartdam Road C1	11798	Hermanus	113	R	50 781.00	R	57 890.34
64	Swartdam Road C1	11799	Hermanus	113	R	50 781.00	R	57 890.34
65	Swartdam Road C1	11800	Hermanus	145	R	50 781.00	R	57 890.34
66	Swartdam Road C1	11803	Hermanus	146	R	50 781.00	R	57 890.34
67	Swartdam Road C1	11804	Hermanus	114	R	50 781.00	R	57 890.34
68	Swartdam Road C1	11805	Hermanus	114	R	50 781.00	R	57 890.34
69	Swartdam Road C1	11806	Hermanus	114	R	50 781.00	R	57 890.34
70	Swartdam Road C1	11807	Hermanus	160	R	50 781.00	R	57 890.34
71	Swartdam Road C1	11808	Hermanus	161	R	50 781.00	R	57 890.34
72	Swartdam Road C1	11809	Hermanus	114	R	50 781.00	R	57 890.34
73	Swartdam Road C1	11810	Hermanus	114	R	50 781.00	R	57 890.34
74	Swartdam Road C1	11811	Hermanus	114	R	50 781.00	R	57 890.34
75	Swartdam Road C1	11812	Hermanus	138	R	50 781.00	R	57 890.34
76	Swartdam Road C1	11814	Hermanus	138	R	50 781.00	R	57 890.34
77	Swartdam Road C1	11815	Hermanus	114	R	50 781.00	R	57 890.34
78	Swartdam Road C1	11816	Hermanus	114	R	50 781.00	R	57 890.34
79	Swartdam Road C1	11817	Hermanus	114	R	50 781.00	R	57 890.34
80	Swartdam Road C1	11818	Hermanus	164	R	50 781.00	R	57 890.34
81	Swartdam Road C1	11819	Hermanus	166	R	50 781.00	R	57 890.34
82	Swartdam Road C1	11820	Hermanus	114	R	50 781.00	R	57 890.34
83	Swartdam Road C1	11821	Hermanus	114	R	50 781.00	R	57 890.34
84	Swartdam Road C1	11822	Hermanus	114	R	50 781.00	R	57 890.34
85	Swartdam Road C1	11823	Hermanus	138	R	50 781.00	R	57 890.34
86	Swartdam Road C1	11825	Hermanus	138	R	50 781.00	R	57 890.34
87	Swartdam Road C1	11826	Hermanus	114	R	50 781.00	R	57 890.34
88	Swartdam Road C1	11827	Hermanus	114	R	50 781.00	R	57 890.34
89	Swartdam Road C1	11828	Hermanus	114	R	50 781.00	R	57 890.34

[Handwritten signatures and initials, including 'Dor', 'N.L.', and other illegible marks.]

90	Swartdam Road C1	11829	Hermanus	168	R	50 781.00	R	57 890.34
91	Swartdam Road C1	11830	Hermanus	170	R	50 781.00	R	57 890.34
92	Swartdam Road C1	11831	Hermanus	114	R	50 781.00	R	57 890.34
93	Swartdam Road C1	11832	Hermanus	114	R	50 781.00	R	57 890.34
94	Swartdam Road C1	11833	Hermanus	114	R	50 781.00	R	57 890.34
95	Swartdam Road C1	11834	Hermanus	106	R	50 781.00	R	57 890.34
96	Swartdam Road C1	12046	Hermanus	149	R	50 781.00	R	57 890.34
97	Swartdam Road C1	12047	Hermanus	145	R	50 781.00	R	57 890.34
98	Swartdam Road C1	12048	Hermanus	147	R	50 781.00	R	57 890.34
99	Swartdam Road C1	12049	Hermanus	150	R	50 781.00	R	57 890.34
100	Swartdam Road C1	12050	Hermanus	152	R	50 781.00	R	57 890.34
101	Swartdam Road C1	12051	Hermanus	293	R	50 781.00	R	57 890.34
102	Swartdam Road C1	12053	Hermanus	214	R	50 781.00	R	57 890.34
103	Swartdam Road C1	12054	Hermanus	99	R	50 781.00	R	57 890.34
104	Swartdam Road C1	12055	Hermanus	99	R	50 781.00	R	57 890.34
105	Swartdam Road C1	12056	Hermanus	83	R	50 781.00	R	57 890.34
106	Swartdam Road C1	12057	Hermanus	95	R	50 781.00	R	57 890.34
107	Swartdam Road C1	12058	Hermanus	95	R	50 781.00	R	57 890.34
108	Swartdam Road C1	12059	Hermanus	82	R	50 781.00	R	57 890.34
109	Swartdam Road C1	12060	Hermanus	99	R	50 781.00	R	57 890.34
110	Swartdam Road C1	12061	Hermanus	99	R	50 781.00	R	57 890.34
111	Swartdam Road C1	12062	Hermanus	196	R	50 781.00	R	57 890.34
112	Swartdam Road C1	12064	Hermanus	177	R	50 781.00	R	57 890.34
113	Swartdam Road C1	12065	Hermanus	99	R	50 781.00	R	57 890.34
114	Swartdam Road C1	12066	Hermanus	99	R	50 781.00	R	57 890.34
115	Swartdam Road C1	12067	Hermanus	82	R	50 781.00	R	57 890.34
116	Swartdam Road C1	12068	Hermanus	95	R	50 781.00	R	57 890.34
117	Swartdam Road C1	12069	Hermanus	95	R	50 781.00	R	57 890.34
118	Swartdam Road C1	12070	Hermanus	83	R	50 781.00	R	57 890.34
119	Swartdam Road C1	12071	Hermanus	99	R	50 781.00	R	57 890.34
120	Swartdam Road C1	12072	Hermanus	99	R	50 781.00	R	57 890.34
121	Swartdam Road C1	12073	Hermanus	164	R	50 781.00	R	57 890.34
122	Swartdam Road C1	12075	Hermanus	160	R	50 781.00	R	57 890.34
123	Swartdam Road C1	12076	Hermanus	99	R	50 781.00	R	57 890.34
124	Swartdam Road C1	12077	Hermanus	99	R	50 781.00	R	57 890.34
125	Swartdam Road C1	12078	Hermanus	83	R	50 781.00	R	57 890.34
126	Swartdam Road C1	12079	Hermanus	95	R	50 781.00	R	57 890.34
127	Swartdam Road C1	12080	Hermanus	95	R	50 781.00	R	57 890.34
128	Swartdam Road C1	12081	Hermanus	82	R	50 781.00	R	57 890.34
129	Swartdam Road C1	12082	Hermanus	99	R	50 781.00	R	57 890.34
130	Swartdam Road C1	12083	Hermanus	99	R	50 781.00	R	57 890.34
131	Swartdam Road C1	12084	Hermanus	157	R	50 781.00	R	57 890.34
132	Swartdam Road C1	12086	Hermanus	193	R	50 781.00	R	57 890.34
133	Swartdam Road C1	12087	Hermanus	132	R	50 781.00	R	57 890.34
134	Swartdam Road C1	12088	Hermanus	132	R	50 781.00	R	57 890.34
135	Swartdam Road C1	12089	Hermanus	110	R	50 781.00	R	57 890.34

136	Swartdam Road C1	12090	Hermanus	128	R	50 781.00	R	57 890.34
137	Swartdam Road C1	12091	Hermanus	124	R	50 781.00	R	57 890.34
138	Swartdam Road C1	12092	Hermanus	110	R	50 781.00	R	57 890.34
139	Swartdam Road C1	12093	Hermanus	132	R	50 781.00	R	57 890.34
140	Swartdam Road C1	12094	Hermanus	132	R	50 781.00	R	57 890.34
141	Swartdam Road C1	12095	Hermanus	139	R	50 781.00	R	57 890.34
142	Swartdam Road C1	12096	Hermanus	122	R	50 781.00	R	57 890.34
143	Swartdam Road C1	12097	Hermanus	96	R	50 781.00	R	57 890.34
144	Swartdam Road C1	12098	Hermanus	95	R	50 781.00	R	57 890.34
145	Swartdam Road C1	12099	Hermanus	88	R	50 781.00	R	57 890.34
146	Swartdam Road C1	12100	Hermanus	97	R	50 781.00	R	57 890.34
147	Swartdam Road C1	12101	Hermanus	101	R	50 781.00	R	57 890.34
148	Swartdam Road C1	12102	Hermanus	88	R	50 781.00	R	57 890.34
149	Swartdam Road C1	12103	Hermanus	105	R	50 781.00	R	57 890.34
150	Swartdam Road C1	12104	Hermanus	105	R	50 781.00	R	57 890.34
151	Mount Pleasant Village	11844	Hermanus	150	R	45 000.00	R	51 300.00
152	Mount Pleasant Village	11845	Hermanus	155	R	45 000.00	R	51 300.00
153	Mount Pleasant Village	11846	Hermanus	155	R	45 000.00	R	51 300.00
154	Mount Pleasant Village	11847	Hermanus	155	R	45 000.00	R	51 300.00
155	Mount Pleasant Village	11848	Hermanus	155	R	45 000.00	R	51 300.00
156	Mount Pleasant Village	11849	Hermanus	155	R	45 000.00	R	51 300.00
157	Mount Pleasant Village	11850	Hermanus	155	R	45 000.00	R	51 300.00
158	Mount Pleasant Village	11851	Hermanus	155	R	45 000.00	R	51 300.00
159	Mount Pleasant Village	11852	Hermanus	169	R	45 000.00	R	51 300.00
160	Mount Pleasant Village	11853	Hermanus	264	R	45 000.00	R	51 300.00
161	Mount Pleasant Village	11854	Hermanus	155	R	45 000.00	R	51 300.00
162	Mount Pleasant Village	11855	Hermanus	150	R	45 000.00	R	51 300.00
163	Mount Pleasant Village	11856	Hermanus	150	R	45 000.00	R	51 300.00
164	Mount Pleasant Village	11857	Hermanus	150	R	45 000.00	R	51 300.00
165	Mount Pleasant Village	11858	Hermanus	233	R	45 000.00	R	51 300.00
166	Mount Pleasant Village	11859	Hermanus	157	R	45 000.00	R	51 300.00
167	Mount Pleasant Village	11860	Hermanus	150	R	45 000.00	R	51 300.00
168	Mount Pleasant Village	11861	Hermanus	150	R	45 000.00	R	51 300.00
169	Mount Pleasant Village	11862	Hermanus	156	R	45 000.00	R	51 300.00
170	Mount Pleasant Village	11863	Hermanus	162	R	46 000.00	R	51 300.00
171	Mount Pleasant Village	11864	Hermanus	150	R	45 000.00	R	51 300.00
172	Mount Pleasant Village	11865	Hermanus	153	R	45 000.00	R	51 300.00
173	Mount Pleasant Heights	6468	Hermanus	631	R	123 353.41	R	140 622.89
174	Mount Pleasant Heights	6469	Hermanus	569	R	123 353.41	R	140 622.89
175	Mount Pleasant Heights	6471	Hermanus	553	R	123 353.41	R	140 622.89
176	Mount Pleasant Heights	6473	Hermanus	660	R	123 353.41	R	140 622.89
177	Mount Pleasant Heights	6474	Hermanus	513	R	123 353.41	R	140 622.89
178	Mount Pleasant Heights	6476	Hermanus	498	R	123 353.41	R	140 622.89
179	Mount Pleasant Heights	6477	Hermanus	471	R	123 353.41	R	140 622.89
180	Mount Pleasant Heights	6479	Hermanus	481	R	123 353.41	R	140 622.89
181	Mount Pleasant Heights	6480	Hermanus	496	R	123 353.41	R	140 622.89
182	Mount Pleasant Heights	6483	Hermanus	467	R	123 353.41	R	140 622.89
183	Mount Pleasant Heights	6484	Hermanus	598	R	123 353.41	R	140 622.89
184	Mount Pleasant Heights	6485	Hermanus	436	R	123 353.41	R	140 622.89

185	Mount Pleasant Heights	6486	Hermanus	458	R 123 353.41	R 140 622.89
186	Mount Pleasant Heights	6487	Hermanus	569	R 123 353.41	R 140 622.89
187	Mount Pleasant Heights	6488	Hermanus	530	R 123 353.41	R 140 622.89
188	Mount Pleasant Heights	6489	Hermanus	493	R 123 353.41	R 140 622.89
189	Mount Pleasant Heights	6490	Hermanus	533	R 123 353.41	R 140 622.89
Totals					R10 704 157.97	R12 202 740.09

Del ~~///~~ *Del*
N.L. ~~///~~



OVERSTRAND



MUNICIPALITY

Zwelihle & Mnt Pleasant Sites

Date: 2017-04-25

DEED OF SALE

entered into between

OVERSTRAND MUNICIPALITY
herein represented by **COENRAAD CORNELIUS GROENEWALD** in his capacity as Municipal
Manager

(hereinafter called the "Seller")

and

SUPPLIERS TO ALL PROPRIETARY LIMITED t/a MCape Overstrand
Registration Number: 2009/023199/07

herein represented by **PIETER PRINSLOO** in his capacity as **DIRECTOR**

(hereinafter called the "Purchaser")

1. INTERPRETATION**1.1. in this Agreement:**

- 1.1.1. clause headings shall not be used in its interpretation unless the context clearly indicates a contrary intention;
- 1.1.2. an expression which denotes:
 - 1.1.2.1. any gender includes the other gender;
 - 1.1.2.2. a natural person includes a body corporate, an artificial person and vice versa;
 - 1.1.2.3. the singular includes the plural and vice versa;
- 1.1.3. the following expressions shall bear the following meanings and related expressions bear corresponding meanings:
 - 1.1.3.1. "Agreement" means the Agreement as set out in this document, including the annexes and schedules thereto;
 - 1.1.3.2. "Business Day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
 - 1.1.3.3. "Conveyancer" means the attorneys appointed by the Purchaser, namely GUTHRIE & THERON ATTORNEYS
 - 1.1.3.4. "Council" means the Overstrand Municipality;
 - 1.1.3.5. "End User" means the beneficiary identified by the Purchaser, who qualifies to benefit from the project, and as approved by the Seller;
 - 1.1.3.6. "Mount Pleasant Heights" means the erven in upper Mount Pleasant as represented by numbers 173 to 189 on Annexure "A" attached hereto;

Handwritten signatures and initials, including 'NL' and 'Dek', are present at the bottom right of the page.

- 1.1.3.7. "Mount Pleasant Village" means the erven in lower Mount Pleasant as represented by numbers 151 to 172 on Annexure "A" attached hereto;
- 1.1.3.8. "Parties" means the Parties to this Agreement and "Party" shall mean any one of them as the context may indicate;
- 1.1.3.9. "Property" means the 189 erven as indicated in Annexure "A" attached hereto;
- 1.1.3.10. "Purchaser" means Suppliers To All (Pty) Ltd t/a MCape Overstrand, Reg. No. 2009/023199/07, a company duly incorporated in accordance with the applicable laws of the Republic of South Africa;
- 1.1.3.11. "Purchase Price" means the sum of R10,704,157.97 (TEN MILLION SEVEN HUNDRED AND FOUR THOUSAND ONE HUNDRED AND FIFTY SEVEN RAND AND NINETY SEVEN CENTS) (VAT excluded) [R12,202,740.09 VAT included];
- 1.1.3.12. "Relevant Authorities" means the Relevant Authority/ies already established or to be established to succeed the aforementioned in respect of the exercise of authority in respect of those matters referred to in this Agreement and shall include the Council;
- 1.1.3.13. "Seller" means Overstrand Municipality, a local authority duly constituted in terms of applicable legislation, of Magnolia Street, Hermanus;
- 1.1.3.14. "Signature Date" means the date of signature of this Agreement by the party signing last;
- 1.1.3.15. "Swartdam Road C1" means the erven situated in Swartdam Road as represented by numbers 1 to 150 on Annexure "A" attached hereto;
- 1.1.3.16. "Transfer Date" means the date upon which the individual pockets of erven in the property are transferred into the name of the Purchaser;
- 1.1.3.17. "VAT" means value added tax payable in terms of the VAT Act;
- 1.1.3.18. "VAT Act" means Value Added Tax Act 89 of 1991, as amended.
- 1.2. Any word or phrase defined in the body of this Agreement shall have the meaning assigned to it in such definition throughout this Agreement.
- 1.3. If any provision in a definition is a substantive provision conferring any right or imposing any obligation on any Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.
- 1.4. When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.5. The rule of interpretation that the contract shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.

Handwritten signatures and initials, including the name 'N.L.' written above the signatures.

2. BACKGROUND

- 2.1. This Agreement is indivisible from the Memorandum of Agreement entered into between the Overstrand Municipality (attached hereto as Annexure "B") and the Purchaser in respect of the development of an affordable housing project on the Property, and shall be read in conjunction therewith.
- 2.2. The Purchaser wishes to acquire the Property which the Seller is willing to sell to the Purchaser on the terms and conditions set out herein.

3. SALE AND PURCHASE

The Seller, in terms of the approval of Council dated 25 October 2017, a copy of which is attached hereto marked Annexure "C", hereby sells and the Purchaser hereby purchases the Property on the terms and conditions set out herein.

4. PRICE AND PAYMENT

The Purchaser will pay the Purchase Price as follows:

- 4.1 An amount of R10,704,157.97 (TEN MILLION SEVEN HUNDRED AND FOUR THOUSAND ONE HUNDRED AND FIFTY SEVEN RAND AND NINETY SEVEN CENTS) exclusive of VAT for the Property, which Purchase Price will be payable pro rata on registration of the simultaneous transfer of any of the developed erven as indicated in Annexure A, in the name of the End User,
- 4.2 Notwithstanding the provisions of clause 4.1 above, and in the event of all/any erven within the Property not transferred to the Purchaser, or not having been sold to a further purchaser as End User within 5 (FIVE) years from Signature Date, or any extended period agreed upon between the Parties, this Agreement shall be cancelled and occupation of erven in the Property not sold be given back to the Seller. No compensation will be payable to the Purchaser on cancellation of the Agreement in terms of this clause 4.3.

5. REGISTRATION OF TRANSFER

- 5.1 As the Property consists of 189 residential erven, registration of transfer of the Property into the name of the Purchaser shall be effected by the Conveyancer in pockets of erven and shall be given and received as soon as possible after the Signature Date.
- 5.2 No erf within the Property may be transferred to the Seller without a guaranteed simultaneous transfer to an End User. It is specifically agreed that the registration of the transfer of an erf in the Property from the Seller to the Purchaser will only take place once a binding deed of sale has been concluded between the Purchaser and an End User in order to reduce any risk to the Seller.
- 5.3 Prior to registration and transfer of these individual pockets of erven in the Property may be affected, the Purchaser shall sign an addendum to this Agreement indicating the pocket of erven to be transferred and the price for the pocket of erven.

6. COSTS

- 6.1. The Purchaser shall be responsible to pay all costs and expenses of Guthrie & Theron (representing the Purchaser) incurred in connection with the negotiation, preparation and entering into this Agreement which will be payable on demand.

Handwritten signatures and initials, including a large signature and the initials 'M.L.' written above it.

6.2. The Purchaser shall be liable for the payment of transfer duty (if any) and the tariff fees charged by the Conveyancer relating to the transferring of the Property into the name of the Purchaser, excluding the costs of registering the Certificates of registered titles and general plans in the Deeds Office.

7. POSSESSION AND VACANT OCCUPATION

Possession and vacant occupation of the Property shall be given by the Seller to the Purchaser on Signature Date and subject to the conditions of the Memorandum of Agreement (Annexure "B" attached), where after it shall be at the sole risk, profit and loss of the Purchaser.

8. PROVISION OF SERVICES AND COMPLIANCE

8.1. Water, sewer and electricity connections for residential purposes are available

8.2. The Purchaser via the End User shall be responsible for all costs relating to the connections for water, sewerage and electricity supply to the Property and any other services, if needed.

9. PROVISIONS REGARDING THE PROPERTY

9.1. The Property is sold and purchased "voetstoots" subject to all conditions and servitudes attaching thereto and any conditions of establishment and/or title imposed by the Relevant Authorities in terms of the Approval, the Environmental Authority, the approval of the SDP and any conditions imposed in terms of LUPA and not expressly assumed by the Seller in terms of this Agreement.

9.2. The Seller shall not be liable in respect of any shortfall that may be revealed on any resurvey, nor have any claim in respect of any excess which may be found on re-survey of the Property.

9.3. The Seller shall not be required to indicate to the Purchaser the position of the beacons or pegs upon the Property and/or the boundaries thereof, nor shall the Seller be liable for the costs of locating same.

9.4. The Purchaser acknowledges that it has satisfied itself by personal inspection or by independent sources of information concerning any burdens or servitudes to which the Property may be subject and also concerning all advantages and disadvantages attaching thereto. The Seller shall not be liable to the Purchaser in respect of any failure by the Seller or its agents to inform the Purchaser of any of such qualities. Without limiting the generality of the a foregoing, the Purchaser acknowledges that it is fully acquainted with the approval and that it has ascertained, prior to the Signature Date, through independent sources, the qualities of the Property, the burdens thereof and any development restrictions to which it may be subject.

9.5. The Seller gives no express or implied warranty whatsoever with respect to the Property or any aspect thereof.

9.6. The Purchaser acknowledges that it has not been influenced into entering into this Agreement by express or implied information, statement or representation given or made by or on behalf of the Seller, the Purchaser hereby waives in favour of the Seller any rights whatsoever which it may otherwise have obtained against the Seller as the result of any such information, statement or representation given or made on behalf of the Seller.

Handwritten signatures and initials, including the name 'Del' and a large stylized signature.

10. RATES AND TAXES

The Purchaser shall be responsible for rates, taxes and service charges (including availability fees) in respect of each pocket of erven in the Property as from the date of registration of the transfer and shall pay such rates and taxes and service charges upon request by the transferring attorneys.

11. DEVELOPMENT OF THE PROPERTY AND INCIDENTAL MATTERS

- 11.1. The Purchaser recognizes the Seller's constitutional commitment to provide housing in accordance with its legislative obligations. The Purchaser shall be obliged to develop the Property for affordable housing, accessible to people at entry level market.
- 11.2. The allocation of erven within the Property to the End User must be in accordance with the criteria as approved by Council. The target market is to provide affordable housing to households within the affordable bands of R 3,500.00 to R 25,000.00.
- 11.3. For End Users in the income group of R3,501.00 to R15,000.00 the following criteria are applicable to qualify in terms of the Finance Linked Individual Programme ("FLISP"):
- 11.3.1 The End User must fall within the income group of R3,501.00 to R15,000.00 per month;
- 11.3.2 The End User must be a South African Citizen with a valid identify document or be a permanent resident with a permanent residence permit with the proviso that in this development preference will be given to families residing in the Hermanus area and subsequently the rest of the Overstrand municipal area.
- 11.3.3 The End User must not have qualified for a government housing subsidy before;
- 11.3.4 The End User must be a first time home-owner;
- 11.3.5 The End User must competent to contract, being 18 years or older in age, or legally married or legally divorced and of a sound mind;
- 11.3.6 The End User must be married or co-habiting or single with financial dependents.
- 11.4 For End Users in the income group of R3,501.00 to R25,000.00 where FLISP is not applicable the criteria as listed in clauses 11.3.2 to 11.3.3 above will be applicable with the proviso that first time home-owners will receive preference in the allocation.
- 11.5 The Purchaser must assist the End User with application for bond approvals and FLISP subsidy if the latter is applicable.
- 11.6 For the allocation of erven in Mount Pleasant Heights there will be no restrictive criteria as per the Council resolution with the understanding that the land cost recovered from Mount Pleasant Heights may be used to cross subsidise and lower the cost on the developed erven in Mount Pleasant Village for which a separate agreement must be entered into at that stage.
- 11.7 The End User must be approved by the Seller before the simultaneous transfer may take place.
- 11.8 The purchase price of the individual developed erven to be sold to an End User may not exceed the amounts as indicated on Annexure "C" attached hereto, provided the said

purchase prices may escalate annually on Date of Signature by a percentage equal to the CPI percentage applicable at time of escalation.

12. BREACH

12.1. In the event of any of the Parties ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 14 (fourteen) days after receipt of a written notice from the other Party ("the aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith without further notice, in either event with the right of claiming and recovering damages from the defaulting party.

12.2. Should either Party instruct attorneys to take any steps to enforce any of such Party's rights in terms of this Agreement arising from a breach by the other Party, then the defaulting party shall be liable for all legal and incidental costs including legal fees and tracing charges.

13. LATE PAYMENTS

13.1. If a Party ("the defaulting party") fails to pay any amount which is owing by it in terms of this Agreement to the other Party ("the innocent party") on the due date, including any amount which may be payable as damages, without prejudice to other rights which the innocent party may have, the innocent party shall thereupon be entitled to claim and recover from the defaulting party an additional amount in respect of interest on such unpaid amount calculated at 2% (two per centum) above the Prime Rate from the due date to the date of actual payment, or in the case of an amount payable by way of damages, with effect from the date upon which those damages are sustained until the date of payment in respect of those damages.

13.2. The interest referred to in clause 12.1 shall be compounded monthly in arrears from the end of the month during which the interest is first calculated.

14. CO-OPERATION

Each party will:

- 14.1. sign and/or execute all documents;
- 14.2. do and procure the doing by other persons, and refrain and procure that other persons refrain from doing, all acts; and
- 14.3. pass and procure the passing of all resolutions of directors or shareholders and/or trustees of any company,

to the extent that it may lie within the Party's powers and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

15. MEDIATION

15.1. Should any dispute arise between the Parties in the widest sense concerning any matter relating to this Agreement, the dispute will be referred to the managing directors (or their delegates) of the Purchaser and the Seller who will endeavour to reach agreement on the issue.

Handwritten signatures and initials, including the name 'M.L.' written above one of the signatures.

15.2. Should the Parties fail to successfully resolve the dispute after following the aforementioned procedure within a period of fourteen (14) days after such process has been requested by either of the Parties, the matter will be referred to arbitration as set out in clause 16 below.

16. ARBITRATION

16.1. Should any dispute arise between the Parties in regard to:

- 16.1.1. the interpretation of; or
- 16.1.2. the carrying into effect of; or
- 16.1.3. any of the Parties' rights and obligations arising from; or
- 16.1.4. the termination of or arising from the termination of; or
- 16.1.5. the rectification of; or
- 16.1.6. any document delivered by any of the Parties arising from the terms of this Agreement,

and that dispute is not resolved in terms of the provisions of clause 15 above then that dispute shall be submitted to and decided by arbitration.

16.2. The Parties may require a dispute to be referred to arbitration in terms of this clause by way of written notice to the other Party.

16.3. The Parties may, notwithstanding the provisions of this clause, claim interim relief on an urgent basis from a Court with competent jurisdiction, in anticipation of the award of the arbitrator.

16.4. The arbitration shall be held:

- 16.4.1. at Hermanus; and
- 16.4.2. otherwise in terms of the rules of the Arbitration Foundation of South Africa ("AFSA"),
- 16.4.3. it being the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty one) working days after it has been demanded.

16.5. The arbitrator shall be, if the matter in dispute is principally:

- 16.5.1. a legal matter, a practising advocate of not less than 10 (ten) years' standing, or a practising attorney of not less than 10 (ten) years' standing;
- 16.5.2. an accounting matter, a practising chartered accountant of not less than 10 (ten) years' standing;
- 16.5.3. any other matter, an independent person agreed upon between the Parties.

16.6. Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the Chairperson of AFSA, or his/her successor in title.

16.7. Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be considered a legal matter.

Handwritten signatures and initials, including the letters 'N.L.' written above one of the signatures.

- 16.8. The arbitrator shall have the fullest and freest discretion with regard to the proceedings. Furthermore the arbitrator:
- 16.8.1. may dispense wholly or in part with formal submissions or pleadings;
 - 16.8.2. shall determine the applicable procedure;
 - 16.8.3. shall include such order as to costs as he deems just;
 - 16.8.4. shall decide an accounting matter in accordance with the generally accepted accounting principals prevailing at the time when the dispute arises.
- 16.9. There shall be a right to appeal against the award made by the arbitrator. The body of appeal shall consist of a tribunal of 3 (three) arbitrators. Each Party shall be entitled to nominate and appoint 1 (one) arbitrator each, which shall be suitably qualified persons. The arbitrators so nominated and appointed shall within 14 (fourteen) days after their appointment, by agreement, appoint a third arbitrator. Should they fail to appoint a third arbitrator within the aforementioned period, such arbitrator shall be appointed by the Chairman of AFSA or his/her successor in title. The decision of the majority of the arbitrators shall be final and binding on the Parties.
- 16.10. Either of the Parties shall be entitled to have the award made an order of a Court with competent jurisdiction.
- 16.11. The provisions of this clause:
- 16.11.1. constitute an irrevocable consent by the Parties to any proceedings in terms hereof and none of the Parties shall be entitled to withdraw from it or to claim or to state at such proceedings that he is not bound by the terms of this clause;
 - 16.11.2. is severable from this Agreement and shall remain in force, notwithstanding the termination of, or the invalidity for whatsoever reason, of this Agreement.

17. DOMICILIUM AND NOTICES

- 17.1. The Parties hereby choose as their respective addresses for all notices arising out of this Agreement and as their *domicilium citandi et executandi* ("domicillum") as follows:
- 17.1.1. The Seller: Magnolia Avenue, Hermanus, 7200
Facsimile: 028 312 1894
Email: enquiries@overstrand.gov.za
 - 17.1.2. The Purchaser: 1 Boland Way, Durbanville, 7550
Facsimile: 021 976 0984
Email: pieter@mcape.co.za
- 17.2. Each of the Parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other physical address within the Republic of South Africa not being a post box or a poste restante.
- 17.3. Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 17.4. Any notice given by one Party to the other ("the addressee") which:

The image shows two handwritten signatures. The signature on the left is written in dark ink and appears to be 'D.R. M. W.'. The signature on the right is written in blue ink and includes the initials 'N.L.' above it.

- 17.4.1. is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be rebuttably presumed, to have been received by the addressee at the time of delivery;
- 17.4.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be rebuttably presumed, to have been received by the addressee on the seventh day after the date of posting;
- 17.4.3. is faxed, shall be rebuttably presumed to have been received by the addressee on the first business day after date of transmission.

18. GOVERNING LAW AND JURISDICTION

18.1. This Agreement will in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the Republic of South Africa which is applicable to agreements executed and wholly performed within the Republic of South Africa.

18.2. Subject to clause 16 above, the Parties hereby consent and submit to the jurisdiction of the High Court of South Africa Cape of Good Hope Division in respect of any dispute or claim arising out of or in connection with this Agreement.

19. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and in separate counterparts, each of which when executed will be deemed to be an original but when taken together will constitute one and the same agreement. The Agreement will only come into being once all the Parties hereto have signed such counterparts.

20. CANCELLATION

Should this agreement be cancelled for any reason whatsoever, the Purchaser shall, if he is in possession of the pockets of Property not yet transferred, immediately be dispossessed of it and he agrees to give up possession and to vacate forthwith the Property hereby sold.

21. AGREEMENT BINDING ON SUCCESSORS IN TITLE

This Agreement shall be binding on the administrators, executors, heirs, judicial managers and other successors-in-title of the parties, who shall not be entitled to terminate this Agreement merely by reason of the death of a party. Each party indemnifies the other against any loss or damage of any nature whatsoever which the other may sustain if this Agreement is not binding for any reason on the former's administrators, executors, heirs, judicial managers and/or other successors-in-title.

22. GENERAL

22.1. No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any 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.

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, initials 'HA' in the middle, another signature on the right, and the initials 'N.L.' with a signature below them on the far right.

22.2. No addition to or variation, consensual cancellation or novation of this Agreement shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorized representatives.

22.3. 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.

22.4. No Party may assign, transfer, sub-contract or otherwise part with this Agreement or any part thereof or any right or obligation under it, without obtaining the other Party's prior written consent thereto unless determined to the contrary in terms of this Agreement.

22.5. This Agreement shall be binding on the administrators, and executors of the parties to this agreement.

23. RECORDAL

The Parties acknowledge that this Agreement forms part of the project as indicated in the Memorandum of Agreement (Annexure "B"), which project is dependent on the R10 000 000.00 (ten million rand) funding that the Department of Human Settlements has to pay over to the Seller in terms of a valid and binding contract entered into between the Seller and the Department of Human Settlements. Should the Department of Human Settlements delay or refuse to honor the binding contract entered into, this sale will be suspended until such time the matter is resolved.

SIGNED at Stellenbosch on this 12th day of February 2018
Witnesses:

1. [Signature]

2. [Signature]

[Signature]
On behalf of the Seller

SIGNED at Stellenbosch on this 12 day of February 2018
Witnesses:

1. [Signature]

2. [Signature]

[Signature]
On behalf of the Purchaser

[Signature]

PROPERTY

No	Project name	Property Description		Extent /m ²	Purchase Price Excl vat	Purchase price incl VAT
1	Swartdam Road	11672	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	124	R 50 781.00	R 57 890.34
2	Swartdam Road	11673	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	122	R 50 781.00	R 57 890.34
3	Swartdam Road	11674	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	120	R 50 781.00	R 57 890.34
4	Swartdam Road	11675	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	118	R 50 781.00	R 57 890.34
5	Swartdam Road	11676	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	129	R 50 781.00	R 57 890.34
6	Swartdam Road	11677	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	125	R 50 781.00	R 57 890.34
7	Swartdam Road	11678	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	155	R 50 781.00	R 57 890.34
8	Swartdam Road	11679	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	109	R 50 781.00	R 57 890.34
9	Swartdam Road	11680	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
10	Swartdam Road	11681	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
11	Swartdam Road	11682	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
12	Swartdam Road	11683	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
13	Swartdam Road	11684	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
14	Swartdam Road	11685	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
15	Swartdam Road	11686	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
16	Swartdam Road	11687	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
17	Swartdam Road	11688	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34
18	Swartdam Road	11689	Hermanus In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R 50 781.00	R 57 890.34

19	Swartdam Road	11690	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
20	Swartdam Road	11691	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
21	Swartdam Road	11692	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
22	Swartdam Road	11693	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
23	Swartdam Road	11694	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
24	Swartdam Road	11695	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
25	Swartdam Road	11696	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
26	Swartdam Road	11697	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
27	Swartdam Road	11698	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
28	Swartdam Road	11699	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
29	Swartdam Road	11700	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
30	Swartdam Road	11701	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
31	Swartdam Road	11702	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
32	Swartdam Road	11703	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
33	Swartdam Road	11704	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
34	Swartdam Road	11705	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
35	Swartdam Road	11706	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
36	Swartdam Road	11707	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
37	Swartdam Road	11708	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34
38	Swartdam Road	11709	Hermanus	In the Overstrand Municipality, Division Caledon, Province of the Western Cape	112	R	50 781.00	R	57 890.34

39	Swarddam Road	11710	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
40	Swarddam Road	11711	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
41	Swarddam Road	11712	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
42	Swarddam Road	11713	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
43	Swarddam Road	11715	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
44	Swarddam Road	11716	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
45	Swarddam Road	11717	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
46	Swarddam Road	11718	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
47	Swarddam Road	11719	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
48	Swarddam Road	11720	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
49	Swarddam Road	11721	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
50	Swarddam Road	11722	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
51	Swarddam Road	11723	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
52	Swarddam Road	11724	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
53	Swarddam Road	11725	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	112	R	50 781.00	R	57 890.34
54	Swarddam Road	11726	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	109	R	50 781.00	R	57 890.34
55	Swarddam Road	11727	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	161	R	50 781.00	R	57 890.34
56	Swarddam Road	11791	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	137	R	50 781.00	R	57 890.34
57	Swarddam Road	11792	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	113	R	50 781.00	R	57 890.34
58	Swarddam Road	11793	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	113	R	50 781.00	R	57 890.34

59	Swartdam Road	11794	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	113	R	50 781.00	R	57 890.34
60	Swartdam Road	11795	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	121	R	50 781.00	R	57 890.34
61	Swartdam Road	11796	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	123	R	50 781.00	R	57 890.34
62	Swartdam Road	11797	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	113	R	50 781.00	R	57 890.34
63	Swartdam Road	11798	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	113	R	50 781.00	R	57 890.34
64	Swartdam Road	11799	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	113	R	50 781.00	R	57 890.34
65	Swartdam Road	11800	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	145	R	50 781.00	R	57 890.34
66	Swartdam Road	11803	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	146	R	50 781.00	R	57 890.34
67	Swartdam Road	11804	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
68	Swartdam Road	11805	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
69	Swartdam Road	11806	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
70	Swartdam Road	11807	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	160	R	50 781.00	R	57 890.34
71	Swartdam Road	11808	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	161	R	50 781.00	R	57 890.34
72	Swartdam Road	11809	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
73	Swartdam Road	11810	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
74	Swartdam Road	11811	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
75	Swartdam Road	11812	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	138	R	50 781.00	R	57 890.34
76	Swartdam Road	11814	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	138	R	50 781.00	R	57 890.34
77	Swartdam Road	11815	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
78	Swartdam Road	11816	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34

79	Swartdam Road	11817	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
80	Swartdam Road	11818	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	184	R	50 781.00	R	57 890.34
81	Swartdam Road	11819	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	166	R	50 781.00	R	57 890.34
82	Swartdam Road	11820	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
83	Swartdam Road	11821	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
84	Swartdam Road	11822	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
85	Swartdam Road	11823	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	138	R	50 781.00	R	57 890.34
86	Swartdam Road	11825	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	138	R	50 781.00	R	57 890.34
87	Swartdam Road	11826	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
88	Swartdam Road	11827	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
89	Swartdam Road	11828	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
90	Swartdam Road	11829	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	168	R	50 781.00	R	57 890.34
91	Swartdam Road	11830	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	170	R	50 781.00	R	57 890.34
92	Swartdam Road	11831	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
93	Swartdam Road	11832	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
94	Swartdam Road	11833	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	114	R	50 781.00	R	57 890.34
95	Swartdam Road	11834	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	106	R	50 781.00	R	57 890.34
96	Swartdam Road	12046	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	149	R	50 781.00	R	57 890.34
97	Swartdam Road	12047	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	145	R	50 781.00	R	57 890.34
98	Swartdam Road	12048	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	147	R	50 781.00	R	57 890.34

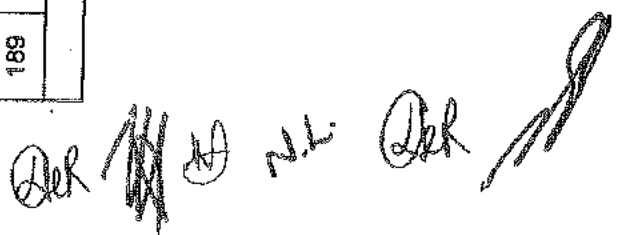
99	Swartdam Road	12049	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R	50 781.00	R	57 890.34
100	Swartdam Road	12050	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	152	R	50 781.00	R	57 890.34
101	Swartdam Road	12051	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	293	R	50 781.00	R	57 890.34
102	Swartdam Road	12053	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	214	R	50 781.00	R	57 890.34
103	Swartdam Road	12054	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
104	Swartdam Road	12055	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
105	Swartdam Road	12056	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	83	R	50 781.00	R	57 890.34
106	Swartdam Road	12057	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
107	Swartdam Road	12058	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
108	Swartdam Road	12059	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	82	R	50 781.00	R	57 890.34
109	Swartdam Road	12060	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
110	Swartdam Road	12061	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
111	Swartdam Road	12062	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	196	R	50 781.00	R	57 890.34
112	Swartdam Road	12064	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	177	R	50 781.00	R	57 890.34
113	Swartdam Road	12065	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
114	Swartdam Road	12066	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
115	Swartdam Road	12067	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	82	R	50 781.00	R	57 890.34
116	Swartdam Road	12068	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
117	Swartdam Road	12069	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
118	Swartdam Road	12070	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	83	R	50 781.00	R	57 890.34

119	Swartdam Road	12071	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
120	Swartdam Road	12072	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
121	Swartdam Road	12073	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	164	R	50 781.00	R	57 890.34
122	Swartdam Road	12075	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	160	R	50 781.00	R	57 890.34
123	Swartdam Road	12076	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
124	Swartdam Road	12077	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
125	Swartdam Road	12078	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	83	R	50 781.00	R	57 890.34
126	Swartdam Road	12079	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
127	Swartdam Road	12080	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
128	Swartdam Road	12081	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	82	R	50 781.00	R	57 890.34
129	Swartdam Road	12082	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
130	Swartdam Road	12083	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	99	R	50 781.00	R	57 890.34
131	Swartdam Road	12084	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	157	R	50 781.00	R	57 890.34
132	Swartdam Road	12086	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	183	R	50 781.00	R	57 890.34
133	Swartdam Road	12087	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	132	R	50 781.00	R	57 890.34
134	Swartdam Road	12088	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	132	R	50 781.00	R	57 890.34
135	Swartdam Road	12089	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	110	R	50 781.00	R	57 890.34
136	Swartdam Road	12090	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	126	R	50 781.00	R	57 890.34
137	Swartdam Road	12091	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	124	R	50 781.00	R	57 890.34
138	Swartdam Road	12092	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	110	R	50 781.00	R	57 890.34

139	Swartdam Road	12093	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	132	R	50 781.00	R	57 890.34
140	Swartdam Road	12094	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	132	R	50 781.00	R	57 890.34
141	Swartdam Road	12095	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	139	R	50 781.00	R	57 890.34
142	Swartdam Road	12096	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	122	R	50 781.00	R	57 890.34
143	Swartdam Road	12097	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	96	R	50 781.00	R	57 890.34
144	Swartdam Road	12098	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	95	R	50 781.00	R	57 890.34
145	Swartdam Road	12099	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	88	R	50 781.00	R	57 890.34
146	Swartdam Road	12100	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	97	R	50 781.00	R	57 890.34
147	Swartdam Road	12101	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	101	R	50 781.00	R	57 890.34
148	Swartdam Road	12102	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	88	R	50 781.00	R	57 890.34
149	Swartdam Road	12103	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	105	R	50 781.00	R	57 890.34
150	Swartdam Road	12104	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	105	R	50 781.00	R	57 890.34
151	Mount Pleasant Village	11844	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R	45 000.00	R	51 300.00
152	Mount Pleasant Village	11845	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00
153	Mount Pleasant Village	11846	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00
154	Mount Pleasant Village	11847	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00
155	Mount Pleasant Village	11848	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00
156	Mount Pleasant Village	11849	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00
157	Mount Pleasant Village	11850	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00
158	Mount Pleasant Village	11851	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R	45 000.00	R	51 300.00

159	Mount Pleasant Village	11852	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	159	R 45 000.00	R 51 300.00
160	Mount Pleasant Village	11853	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	264	R 45 000.00	R 51 300.00
161	Mount Pleasant Village	11854	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	155	R 45 000.00	R 51 300.00
162	Mount Pleasant Village	11855	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R 45 000.00	R 51 300.00
163	Mount Pleasant Village	11856	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R 45 000.00	R 51 300.00
164	Mount Pleasant Village	11857	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R 45 000.00	R 51 300.00
165	Mount Pleasant Village	11858	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	233	R 45 000.00	R 51 300.00
166	Mount Pleasant Village	11859	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	157	R 45 000.00	R 51 300.00
167	Mount Pleasant Village	11860	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R 45 000.00	R 51 300.00
168	Mount Pleasant Village	11861	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R 45 000.00	R 51 300.00
169	Mount Pleasant Village	11862	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	156	R 45 000.00	R 51 300.00
170	Mount Pleasant Village	11863	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	162	R 45 000.00	R 51 300.00
171	Mount Pleasant Village	11864	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	150	R 45 000.00	R 51 300.00
172	Mount Pleasant Village	11865	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	153	R 45 000.00	R 51 300.00
173	Mount Pleasant Heights	6468	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	631	R 123 353.41	R 140 622.89
174	Mount Pleasant Heights	6469	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	569	R 123 353.41	R 140 622.89
175	Mount Pleasant Heights	6471	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	553	R 123 353.41	R 140 622.89
176	Mount Pleasant Heights	6473	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	560	R 123 353.41	R 140 622.89
177	Mount Pleasant Heights	6474	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	513	R 123 353.41	R 140 622.89
178	Mount Pleasant Heights	6476	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	499	R 123 353.41	R 140 622.89

179	Mount Pleasant Heights	6477	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	471	R 123 353.41	R 140 622.89
180	Mount Pleasant Heights	6479	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	481	R 123 353.41	R 140 622.89
181	Mount Pleasant Heights	6480	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	496	R 123 353.41	R 140 622.89
182	Mount Pleasant Heights	6483	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	467	R 123 353.41	R 140 622.89
183	Mount Pleasant Heights	6484	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	598	R 123 353.41	R 140 622.89
184	Mount Pleasant Heights	6485	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	436	R 123 353.41	R 140 622.89
185	Mount Pleasant Heights	6486	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	458	R 123 353.41	R 140 622.89
186	Mount Pleasant Heights	6487	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	569	R 123 353.41	R 140 622.89
187	Mount Pleasant Heights	6488	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	530	R 123 353.41	R 140 622.89
188	Mount Pleasant Heights	6489	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	493	R 123 353.41	R 140 622.89
189	Mount Pleasant Heights	6490	Hermanus	In the Overstrand Municipality, Province of the Western Cape	Division Caledon,	533	R 123 353.41	R 140 622.89
Totals							R10 704 157.97	R12 202 740.09



 Several handwritten signatures and initials are present at the bottom of the page, including what appears to be 'D.R.', 'N.L.', and other illegible marks.



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

Private Bag X644 Pretoria 0001 RSA Tel: (012) 421 1311 Fax: (012) 341 8512
Private Bag X9057 Cape Town 8000 RSA Tel: (021) 485 7600 Fax: (021) 485 3610
<http://www.housing.gov.za> Fraud Line: 0800 701 701 Toll Free Line: 0600 1 46973 (0600 1 HOUSE)

Reference: 11/2/1/1

Mr T Mguli
Head of the Department
Department of Human Settlements
Private Bag X9083
CAPE TOWN
8000

Dear Mr. Mguli

AMENDMENTS: REVISED FINANCED LINKED INDIVIDUAL SUBSIDY PROGRAMME (FLISP)

At its meeting held on 28 July 2018, Human Settlements: MINMEC considered the amendment of FLISP and approved amendments that cover a wide range of aspects that will be implemented with immediate effect. The approved amendments are as follows:

1. **The increase in the FLISP Subsidy Quantum and changes on the upper income range:** House prices and building cost have increased and households in "affordable housing market" can no longer afford houses previously available in the market. The upper income threshold for qualifying beneficiaries has been changed from R15 000 up to R22 000. The applicable subsidy quantum has been increased and the details thereof are depicted in Annexure A to this letter.
2. **National Implementing Agent:** It was approved that a National Implementing Agent be appointed to serve both the private sector and public sector markets.
3. **Funding arrangements:** To ensure the successful management and implementation of the FLISP in all Provinces, the HSDG allocation will be "top sliced" at National level and allocated to the National Implementing agent. This will include the allocation of the Operational funding to the Agent.
4. **Role of province:** The Provinces will be able to set aside funds for the implementation of FLISP and aligning FLISP in their own IRDP projects from their annual HSDG allocations. Provinces will administer FLISP applications in respect of IRDP projects where stands are sold to qualifying beneficiaries. Provinces will be allowed to construct houses for the FLISP subsidy beneficiaries. Provinces are expected to set aside funds for the implementation of FLISP in their own IRDP projects from the annual HSDG allocations. Provinces by agreement with the implementing agent will also administer their FLISP subsidy portfolio at their cost. In the event a Province selects to administer this FLISP portfolio in house, the Province will finance such portfolio from its provincial operational budget.
5. **Exemption of FLISP from Provisions of section 10A and 10B of the Housing Act:** It was also agreed that the sales restriction provisions under Section 10 of the Housing Act, 1997 (Act No. 107 of 1997) hampers the successful implementation of FLISP and should not be applied on all

properties acquired through a FLISP. However, it was confirmed that the provisions under section 10B(5) provides an alternative relief and must be applied retrospectively whilst the matter is addressed by means of an amendment to the Housing Act, 1997.


6. **Enhanced scope:** It was approved that the scope of the FLISP portfolio be expanded to include non-mortgage options such as housing loan facility, short term loans , savings linked schemes including the following:
- a. **Pension/Provident Fund Backed Loans:** Persons receiving such loans will now be allowed to participate to FLISP. These loans are personal loans issued against the security provided by the relevant Pension Funds. The loans are linked to the acquisition of residential properties and personal loans are issued by registered lenders. The collateral is linked and is based on the accumulated retirement contributions of the applicant.
 - b. **Deed of sale transactions:** In terms of the Alienation of Land Act, 1981 a person may enter into a written agreement to purchase a residential property in monthly instalments over an agreed period. Transfer of ownership of the property is not immediately registered in the Deeds Office and the seller remains the legal registered owner of the property. Transfer of ownership is only effected only after a prescribed percentage of the purchase price has been paid by the purchaser in line with the deed of sale agreement. Persons who bought a property on a Deed of Sale basis now qualify for participation to the FLISP. The application will only be considered when the applicant intends to take transfer of the property. The financing thereof may be by means of a mortgage or personal loan or the subsidy may be adequate to pay the balance of the purchase price.
7. **Alignment with the Government Employees Housing Subsidy scheme (GEHS):** It was also approved that public servants who receive housing assistance *via* the GEHS will in future qualify for participation to the FLISP programme. The GEHS will be administered by a National GEHS Administration Office and public servants must enrol with the Administrator under the GEHS to qualify for assistance.
8. In addition thereto the National Department was tasked to finalise the financial modelling for the other non-mortgage options (such as savings schemes) and resolve final administrative arrangements regarding the modalities, sequencing, budgetary and operational implications of top slicing, and programmatic interface between Province and the Implementing Agency.

My Department is currently preparing a notice to be placed in the Government Gazette and also updating the FLISP policy guidelines and these will be forwarded in due course.

As an interim measure to inform the public at large and other role players such lenders allocating mortgage loans, pension funds, etc. all provinces are advised to inform the key stakeholders about the revised FLISP provisions and the impending new administrative arrangements applicable thereto and undertake intensive communication campaigns where feasible.

It is trusted that these amendments will contribute positively towards housing delivery in your Province.

Yours sincerely,


SM TSHANGANA
DIRECTOR-GENERAL
DATE: 05/10/2018

Finance-linked Individual Subsidy Programme Subsidy Quantum Table Implementation date: 28 July 2018
--

Upper limit	R 121 626.00
Lower Limit	R 27 960.00

Step Number	Increment Band		Quantum
	Lower	Higher	
1	R 3 501.00	R 3 700.00	R 121 626.00
2	R 3 701.00	R 3 900.00	R 120 585.00
3	R 3 901.00	R 4 100.00	R 119 545.00
4	R 4 101.00	R 4 300.00	R 118 504.00
5	R 4 301.00	R 4 500.00	R 117 463.00
6	R 4 501.00	R 4 700.00	R 116 422.00
7	R 4 701.00	R 4 900.00	R 115 382.00
8	R 4 901.00	R 5 100.00	R 114 341.00
9	R 5 101.00	R 5 300.00	R 113 300.00
10	R 5 301.00	R 5 500.00	R 112 259.00
11	R 5 501.00	R 5 700.00	R 111 219.00
12	R 5 701.00	R 5 900.00	R 110 178.00
13	R 5 901.00	R 6 100.00	R 109 137.00
14	R 6 101.00	R 6 300.00	R 108 097.00
15	R 6 301.00	R 6 500.00	R 107 056.00
16	R 6 501.00	R 6 700.00	R 106 015.00
17	R 6 701.00	R 6 900.00	R 104 974.00
18	R 6 901.00	R 7 100.00	R 103 934.00
19	R 7 101.00	R 7 300.00	R 102 893.00
20	R 7 301.00	R 7 500.00	R 101 852.00
21	R 7 501.00	R 7 700.00	R 100 811.00
22	R 7 701.00	R 7 900.00	R 99 771.00
23	R 7 901.00	R 8 100.00	R 98 730.00
24	R 8 101.00	R 8 300.00	R 97 689.00
25	R 8 301.00	R 8 500.00	R 96 648.00
26	R 8 501.00	R 8 700.00	R 95 608.00
27	R 8 701.00	R 8 900.00	R 94 567.00
28	R 8 901.00	R 9 100.00	R 93 526.00
29	R 9 101.00	R 9 300.00	R 92 486.00
30	R 9 301.00	R 9 500.00	R 91 445.00
31	R 9 501.00	R 9 700.00	R 90 404.00
32	R 9 701.00	R 9 900.00	R 89 363.00
33	R 9 901.00	R 10 100.00	R 88 323.00
34	R 10 101.00	R 10 300.00	R 87 282.00
35	R 10 301.00	R 10 500.00	R 86 241.00
36	R 10 501.00	R 10 700.00	R 85 200.00
37	R 10 701.00	R 10 900.00	R 84 160.00
38	R 10 901.00	R 11 100.00	R 83 119.00
39	R 11 101.00	R 11 300.00	R 82 078.00

40	R 11 301.00	R 11 500.00	R 81 038.00
41	R 11 501.00	R 11 700.00	R 79 997.00
42	R 11 701.00	R 11 900.00	R 78 956.00
43	R 11 901.00	R 12 100.00	R 77 915.00
44	R 12 101.00	R 12 300.00	R 76 875.00
45	R 12 301.00	R 12 500.00	R 75 834.00
46	R 12 501.00	R 12 700.00	R 74 793.00
47	R 12 701.00	R 12 900.00	R 73 752.00
48	R 12 901.00	R 13 100.00	R 72 712.00
49	R 13 101.00	R 13 300.00	R 71 671.00
50	R 13 301.00	R 13 500.00	R 70 630.00
51	R 13 501.00	R 13 700.00	R 69 590.00
52	R 13 701.00	R 13 900.00	R 68 549.00
53	R 13 901.00	R 14 100.00	R 67 508.00
54	R 14 101.00	R 14 300.00	R 66 467.00
55	R 14 301.00	R 14 500.00	R 65 427.00
56	R 14 501.00	R 14 700.00	R 64 386.00
57	R 14 701.00	R 14 900.00	R 63 345.00
58	R 14 901.00	R 15 000.00	R 62 304.00
59	R 15 001.00	R 15 200.00	R 61 264.00
60	R 15 201.00	R 15 400.00	R 60 223.00
61	R 15 401.00	R 15 600.00	R 59 182.00
62	R 15 601.00	R 15 800.00	R 58 141.00
63	R 15 801.00	R 16 000.00	R 57 101.00
64	R 16 001.00	R 16 200.00	R 56 060.00
65	R 16 201.00	R 16 400.00	R 55 019.00
66	R 16 401.00	R 16 600.00	R 53 979.00
67	R 16 601.00	R 16 800.00	R 52 938.00
68	R 16 801.00	R 17 000.00	R 51 897.00
69	R 17 001.00	R 17 200.00	R 50 856.00
70	R 17 201.00	R 17 400.00	R 49 816.00
71	R 17 401.00	R 17 600.00	R 48 774.90
72	R 17 601.00	R 18 000.00	R 47 734.00
73	R 18 001.00	R 18 200.00	R 46 693.00
74	R 18 201.00	R 18 400.00	R 45 653.00
75	R 18 401.00	R 18 600.00	R 44 612.00
76	R 18 601.00	R 19 000.00	R 43 571.00
77	R 19 001.00	R 19 200.00	R 42 531.00
78	R 19 201.00	R 19 400.00	R 41 490.00
79	R 19 401.00	R 19 600.00	R 40 449.00
80	R 19 601.00	R 19 800.00	R 39 408.00
81	R 19 801.00	R 20 000.00	R 38 367.60
82	R 20 001.00	R 20 200.00	R 37 327.00
83	R 20 201.00	R 20 400.00	R 36 286.00
84	R 20 401.00	R 20 600.00	R 35 245.00
85	R 20 601.00	R 20 800.00	R 34 205.00
86	R 20 801.00	R 21 000.00	R 33 164.00
87	R 21 001.00	R 21 200.00	R 32 123.00
88	R 21 201.00	R 21 400.00	R 31 082.00
89	R 21 401.00	R 21 600.00	R 30 042.00
90	R 21 601.00	R 21 800.00	R 29 001.00
91	R 21 801.00	R 22 000.00	R 27 960.00