

**AGENDA of the  
Portfolio Committee : Infrastructure & Planning  
18 August 2015  
(Also the agenda for the Mayoral Committee Meeting : 26 August 2015)**

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**9.**

**HERMANUS: TRANSFER OF ERVEN 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939, 2940, HAWSTON FOR RESIDENTIAL PURPOSES AND ERF 2925 (A PORTIONS OF ERF 2672), HAWSTON FOR BUSINESS PURPOSE**

**5/3/1/2**

**R Kuchar**

**(028) 313 8900**

**Hermanus Administration**

**30 July 2015**

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**1. Executive Summary**

To obtain approval for the transfer of Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and 2940, Hawston for residential purposes and Erf 2925 (a Portion of Erf 2672), Hawston for business purpose.

**2. Service Delivery and Budget Implementation Plan - IGNITE**

Infrastructure and Planning  
Town- and Spatial 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

**4. Delegated Authority**

Executive Mayor

**5. Legal Requirements**

- Administration of Immovable Property Policy of the Overstrand Municipality, as amended
- Local Government: Municipal Finance Management Act, No. 56 of 2003
- Municipal Asset Transfer Regulations (R. 878 of 2008)
- Overstrand Municipality Supply Chain Management Policy, as amended

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## **6. Background/Discussion/Evaluation/Conclusion**

### **Background**

Council at its meeting held on 25 June 2014 resolved that 22 Residential erven and 1 Business erf be put to tender (Council resolution is attached per Annexure A).

Council at its meeting held on 29 October resolved that Erf 2914, Hawston also be put to tender with the above erven (Council resolution is attached per Annexure B).

Council then at its meeting held on 24 August 2014 approved an amendment of the 25 June 2014 decision. This decision is attached per Annexure C.

The Agreement between Council and Izigi V3 and its addendum is attached per Annexure D.

Subsequent to the above, tenders were called for Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939, 2940 and 2925 (Portions of Erf 2672), Hawston on 13 March 2013 with the closing date being 17 April 2014.

The following tenders were received at closings date:

<b>Erf number</b>	<b>Tenderer</b>	<b>Tender Price (excluding VAT)</b>
Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and 2940 (Portions of Erf 2672)	Suppliers to All (PTY) LTD	R1 610 000.00
Erf 2925 (a Portion of Erf 2672)	OZRAN 57 (PTY) LTD	R715 000.00

The tender served before the Bid Adjudication Committee on 14 May 2015 which committee awarded the tenders to the respective tenderers. (Attached per Annexure E are the decisions of the Bid Adjudication Committee.

### **Evaluation**

#### **6.1 Application process in terms of the Administration of Immovable Property Policy of the Overstrand Municipality:**

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The following conditions of the Administration of Immovable Property Policy of the Overstrand Municipality apply:

- (1) **Paragraph 9(1)(a): The Municipality may transfer ownership or otherwise dispose of a non-exempted immovable property only after the municipal council, in terms of sections 14(2)(a) and (b) of the MFMA: (a) decided on reasonable grounds that the immovable property is not needed to provide the minimum level of basic municipal services:**

The erven were developed as a project together with low cost housing. The erven were serviced as part of the project.

- (2) **Paragraph 9(1)(b) The Municipality may transfer ownership or otherwise dispose of a non-exempted immovable property only after the municipal council, in terms of sections 14(2)(a) and (b) of the MFMA: considered the fair market value of the immovable property and the economic and community value to be received in exchange for the immovable property in accordance with Section 14(2) of the MFMA:**

Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and 2940 (Portions of Erf 2672), Hawston for residential purposes

The indicative price for the 23 erven was R3 335 000.00 (incl VAT) – (R145 000.00 incl VAT per erf). The tender received tendered a price of R1 835 400.00 (incl VAT) – (R79 800.00 incl VAT per erf). Thus the offered tender price is ±55% of the indicative price. However, as per Council's resolution (attached per Annexure A) all earnings received from this tender are not for Councils' account, but to be paid to Izigi V3.

It must also be borne in mind that the indicative value was calculated according to the cost of services installed in the development of the 66 free hold erven and not the market value.

The market value is below the indicative value. An updated valuation is attached per Annexure F. The value determined for the 23 Remainder erven is ±R18 000.00 (incl VAT) per erf.

Thus the tendered price of R79 800.00 (incl VAT) per erf is higher than the market value of the erven.

In terms of the Addendum of Memorandum of Agreement between Overstrand Municipality and Izigi V3 (attached per Annexure D) Izigi V3 can decide to accept a lower value as the indicative price of

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R3 335 000.00 (incl VAT). Izigi V3 submitted a letter stated that they are willing to accept the lower income. Letter is attached per Annexure G.

In the case that Izigi V3 accepts a lower price and Council approved the transfer, it will be deemed full and final settlement of the Memorandum of Agreement between the two parties.

Erf 2925 (a Portion of Erf 2672), Hawston for business purpose

The indicative price was set on R650 000.00 (incl VAT). The tender received was R815 100.00 (incl VAT). Thus the indicative price was achieved.

- (3) Paragraph 27: All costs pertaining to a transaction shall be borne by the successful bidder/purchaser, e.g. survey, advertisements, valuation, rezoning, relocation or provision of services where necessary, etc. The Municipality may, however, waive its right to claim the costs should it be to its advantage to bear the costs.**

As the project has been undertaken as a partnership between die Municipality and Kwezi V3 the costs are payable as per agreement attached per Annexure E.

- (4) Paragraph 28: Should existing services need to be relocated or secured by means of the registration of servitude in favour of the Municipality as a result of the alienation of the immovable property, all related costs shall be for the account of the successful bidder/purchaser.**

No services need to be relocated as these are developed erven.

- (5) Paragraph 31: Save with prior approval, the immovable property alienate may only be used for the purposes for which it was originally sold and purposes permitted by town planning scheme regulations pertaining to such purposes.**

This is sufficiently dealt with in terms of the zoning of the erf.

## **6.2 Advertisement/Notification**

An advertisement for the alienation of Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and 2940, Hawston for residential purposes and Erf 2925 (a Portion of Erf 2627), Hawston for business purposes was placed in the Hermanus Times on 2 July 2015

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for a 30 (THIRTY) day objection/comment period. No objections/comments were received.

### **Conclusion**

Erf 2925 received a tender of R715 000.00 (excl VAT) which is higher than the R520 175.00 that was set as the indicative value. However the tender for the 23 single residential erven was R1 610 000.00 (excl VAT) whilst the indicative value was R2 938 596.00 (excl VAT). Thus the amount that was tendered for all erven is R2 325 000.00 (excl VAT) as opposed to R3 508 721.00 (excl VAT). The total amount tendered is thus less than the indicative values. However as per addendum Izigi V3 in a letter stated that they are willing to take the lower tenders as full and final settlement as per Agreement and its Addendum.

### **7. Financial Implications**

In terms of the original approval and agreement Izigi V3 will be responsible for payment of the following:

- land value = 2 p/m<sup>2</sup>
- bulk services levy R100 000.00/66 erven – R1 515.15 (excl VAT per erf)

The square meters of the 23 residential erven and 1 business erf is 10 693m<sup>2</sup>.

Thus, Izigi V3 needs to pay R10 693.00 x R2.00 = R21 386.00 (0% VAT on subsidised housing).

Further, an amount of 23 x R1 515.15 (excl VAT) = R34 848.45 (excl VAT).

The above amount is to be retained by the Municipality. The remainder of the income of R2 938 596.00 (excl VAT) is payable to Izigi V3 in conclusion of the Agreement attached per Annexure D as well as Council Resolution attached per Annexure A, B and C.

### **8. Staff Implications**

N/A

### **9. Comments from other Departments, Divisions and Administrations**

N/A

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**10. Annexures**

- Annexure A: Council Resolution dated 25 June 2014
- Annexure B: Council Resolution dated 29 October 2014
- Annexure C: Council Resolution dated 27 August 2014
- Annexure D: Addendum of Memorandum of Agreement and Agreement
- Annexure E: Bid Adjudication decision of 12 June 2015
- Annexure F: Valuation of single residential erven
- Annexure G: Letter accepting lower value from Izigi V3

**RECOMMENDATION:**

1. that the transfer of Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and 2940, Hawston for residential purposes to Suppliers to All (PTY) LTD for the amount of R1 610 000.00 (VAT excluded), **be approved**;
2. that the transfer of Erf 2925 (a Portion of Erf 2672), Hawston for business purpose to OZRAN 57 (PTY) LTD for the amount of R715 000.00 (VAT excluded), **be approved**;
3. that the Municipal Manager be authorised to sign all documents relating to the transfer of the properties mentioned in 1. and 2. above;
4. that cognisance be taken to the fact that the subject Municipal erven are **not required** for the provision of basic municipal services in terms of the provisions of paragraph 5 of Council's Administration of Immovable Property Policy and Section 14 of the Local Government: Municipal Finance Management Act, No. 56 of 2003;
5. that an amount to R21 386.00 (excl VAT) for subsidised housing be retained by the Municipality in lieu of land cost of R2.00 per/m<sup>2</sup>;
6. that an amount of R34 848.45 (excl VAT) be retained by the Municipality in lieu of bulk services levies of 23 residential erven; and
7. that the remainder income derived from the sale be paid to Izigi V3 as per Agreement and its Addendum.

**RESPONSIBLE OFFICIAL :**

**R KUCHAR**

**TARGET DATE FOR IMPLEMENTATION :**

**9 SEPTEMBER 2015**

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**HERMANUS: TRANSFER OF ERVEN 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939, 2940, HAWSTON FOR RESIDENTIAL PURPOSES AND ERF 2925 (A PORTIONS OF ERF 2672), HAWSTON FOR BUSINESS PURPOSE**

5/3/1/2

R Kuchar

(028) 313 8900

Hermanus Administration

30 July 2015

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**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON 18 AUGUST 2015, WHICH COMMITTEE RECOMMENDED AS FOLLOWS:**

**RECOMMENDATION TO THE COUNCIL:**

1. that the transfer of Erven 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and 2940, Hawston for residential purposes to Suppliers to All (PTY) LTD for the amount of R1 610 000.00 (VAT excluded), **be approved**;
2. that the transfer of Erf 2925 (a Portion of Erf 2672), Hawston for business purpose to OZRAN 57 (PTY) LTD for the amount of R715 000.00 (VAT excluded), **be approved**;
3. that the Municipal Manager be authorised to sign all documents relating to the transfer of the properties mentioned in 1. and 2. above;
4. that cognisance be taken to the fact that the subject Municipal erven are **not required** for the provision of basic municipal services in terms of the provisions of paragraph 5 of Council's Administration of Immovable Property Policy and Section 14 of the Local Government: Municipal Finance Management Act, No. 56 of 2003;
5. that an amount to R21 386.00 (excl VAT) for subsidised housing be retained by the Municipality in lieu of land cost of R2.00 per/m<sup>2</sup>;
6. that an amount of R34 848.45 (excl VAT) be retained by the Municipality in lieu of bulk services levies of 23 residential erven; and
7. that the remainder income derived from the sale be paid to Izigi V3 as per Agreement and its Addendum.

**RESPONSIBLE OFFICIAL :**

**R KUCHAR**

**TARGET DATE FOR IMPLEMENTATION :**

**9 SEPTEMBER 2015**

MINUTES OF THE MAYORAL COMMITTEE MEETING25 JUNE 2014

1.  
**HAWSTON: 66 PRIVATE ERVEN PROJECT : ALIENATION OF REMAINDER OF  
23 PRIVATE ERVEN**

17/5/4/1

FW Frans/R Kuchar  
20 May 2014

(028) 313 8144

Hermanus Administration

**EXECUTIVE SUMMARY**

This report is to request Council to consider matters regarding the remaining 22 residential erven and the business erf not sold to date. These erven formed part of an agreement with the implementing agent and included low cost housing and private erven (social housing) in Hawston.

**RECOMMENDATION TO THE COUNCIL:**

1. that Council's previous decision pertaining to the sale price of erven being R65 000 (plus VAT) in terms of the 44 erven already sold, **be rescinded** and be substituted for R65 000 (zero VAT rated);
2. that council's resolution dated 27 June 2007, **be rescinded** as far as the 22 single residential erven and the one business erf are concerned;
3. that in principle authorisation **be granted** that the 22 single residential erven and the one business erf be put out on tender;
4. that the recalculation of current infrastructure cost by Izigi V3 JV Engineers, **be noted**;
5. that the remainder 22 erven and one business erf **be sold** on public tender at indicative market related amounts of R145 000.00 (inclusive of VAT) per erf and R650 000.00 (inclusive of VAT) respectively; and

MINUTES OF THE MAYORAL COMMITTEE MEETING

25 JUNE 2014

6. that the above-mentioned resolutions be subject thereto that Izigi V3 JV Engineers agrees
- to the cancellation of the implementing agent agreement dated 3 October 2003 pertaining to the alienation of the erven mentioned in resolution 3 above;
  - that council not be held responsible for damages due to the cancellation of the contract;
  - that, in the event of the municipality accepting lower offers, Council **will not** be responsible to the implementing agent for any under recovery or interest accrued; and
  - that the cost of infrastructure payable to the implementing agent be limited to the proceeds of the erven.

RESPONSIBLE OFFICIAL:

FW FRANS/ R KUCHAR

TARGET DATE FOR IMPLEMENTATION:

JUNE 2014

MINUTES OF THE MAYORAL COMMITTEE MEETING29 OCTOBER 2014

10.

**HAWSTON : 66 PRIVATE ERVEN PROJECT : ALIENATION OF REMAINDER OF  
23 PRIVATE ERVEN : REVIEW OF COUNCIL'S DECISION**

17/5/4/1

R Kuchar

(028) 313 8144

Hermanus Administration

27 October 2014

**EXECUTIVE SUMMARY**

Council, at its meeting held on 25 June 2014, Item 1, resolved to alienate the remainder of the 22 residential erven and 1 commercial property in Hawston.

One of the beneficiaries has however cancelled his transaction regarding Erf 2914, Hawston.

This item serves to recommend to Council that Erf 2914 be added to the 22 residential erven to be alienated according to Council's resolution taken on 25 June 2014.

**RECOMMENDATION TO THE COUNCIL:**

that in principle authorisation be granted that Erf 2914, Hawston be put out to tender together with the 22 residential erven previously decided by Council, subject to all conditions as contained in Council's resolution taken on 25 June 2014.

**RESPONSIBLE OFFICIALS :****R KUCHAR****TARGET DATE FOR IMPLEMENTATION :****10 DECEMBER 2014**

**MINUTES OF THE MAYORAL COMMITTEE MEETING****27 AUGUST 2014**

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6.

**HAWSTON: 66 PRIVATE ERVEN PROJECT : ALIENATION OF REMAINDER OF 23 ERVEN**

17/5/4/1

FW Frans/R Kuchar

(028) 313 8144

Corporate Head Office

12 August 2014

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**EXECUTIVE SUMMARY**

This report is to request Council to amend a previous decision dated 25 June 2014 pertaining to the sale of the abovementioned 23 erven.

**RECOMMENDATION TO THE COUNCIL:**

that the resolution of Council dated 25 July 2014 in respect of "Hawston: 66 Private Erven Project : Alienation of Remainder of 23 Erven" be amended by the substitution for the

- expression "to the cancellation of the implementing agent agreement dated 3 October 2003 pertaining to the alienation of the erven mentioned in resolution 3 above" as it appears under the first bullet point of resolution 6 of the expression "to the amendment by means of an addendum of the implementing agreement dated 3 October 2003 in order to give effect to the above resolution"; and
- expression "cancellation" as it appears under the second bullet point of resolution 6 of the expression "amendment".

**RESPONSIBLE OFFICIALS:****FW FRANS/R KUCHAR****TARGET DATE FOR IMPLEMENTATION :****SEPTEMBER 2014**

ADDENDUM TO MEMORANDUM OF AGREEMENT

Made and entered into between

**OVERSTRAND MUNICIPALITY**

hereinafter referred to as the ("the Municipality")

and

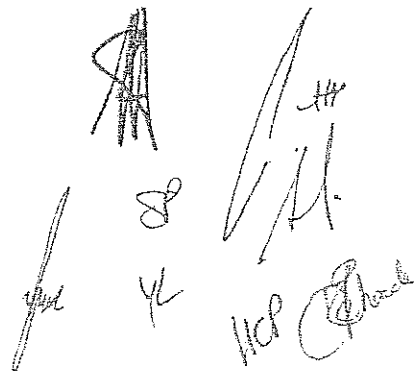
**IZIGI V3 JV ENGINEERS (PTY) LTD**

hereinafter referred to as the ("the Izigi")

and

**WORLEYPARSONS RSA (PROPRIETARY) LIMITED**  
(formerly known as **KWEZI V3 ENGINEERS (PTY) LTD**)

hereinafter referred to as the ("the KV3")



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RECORDAL

WHEREAS the Municipality and KV3 entered into an implementation agreement on 3 October 2003, copy of which is attached hereto marked Annexure "A"; and

WHEREAS KV3 ceded its rights and obligations contained in the agreement marked annexure "A" in respect of the 66 private erven and one business Erf to Izigi in terms of a cession agreement, which is attached marked Annexure "B".

WHEREAS there was a delay in the transfer of the private erven to the purchasers and 43 erven have recently been transferred to purchasers at a purchase price of R65 000.00 (zero VAT rated) per erf.

WHEREAS the Council of the Municipality has resolved that the remaining 23 private erven and one business erf, be sold by way of public tender, with the indicative values being at least R145 000.00 (inclusive of VAT) per private erf and at least R650 000.00 (inclusive of VAT) for the business erf.

WHEREAS the parties have agreed to enter into an addendum to the original agreement attached marked Annexure "A";

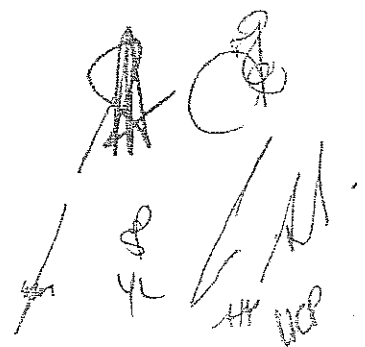
NOW THEREFORE the parties agree as follows:

1. The agreement marked "A" ceded to Izigi in terms of the agreement marked "B" shall be amended in the following material respects:

- 1.1 The 23 private erven (the remainder of the original 66) which have not yet been sold or in the case of Erf 2914 where the sale fell through, shall immediately be advertised by the Municipality for sale by means of public tender. The cost of such public tender shall be borne by the Municipality.

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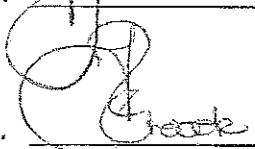
- 1.2 Only offers of indicative values of at least R145 000.00 (inclusive of VAT) per erf will be considered and must be approved by the Municipality before acceptance. If the erven are not sold by December 2015, the Municipality will again have to consider and determine the reserve price for such erven.
- 1.3 The business erf shall immediately be advertised by the Municipality for sale by means of public tender. The cost of such public tender shall be borne by the Municipality.
- 1.4 Only offers of indicative values of at least R650 000.00 (inclusive of VAT) will be considered for the business erf and must be approved by the Municipality before acceptance. If the erf is not sold by December 2015, the Municipality will again have to consider and determine the reserve price for such erf.
- 1.5 The terms of such public tenders shall be in accordance with the Municipal legislative and policy framework.
- 1.6 The parties agree that none of the parties to this agreement shall be liable to the other for damages, interest or any other claims as a result of the delay in the sale of the 43 erven transferred to the purchasers or as a result of a delay in the sale and transfer of the remaining 23 erven and the business erf to be sold by means of public tender.
- 1.7 The parties agree that if the only offers for the respective erven to be sold by public tender are for less than the reserve price that the Municipality can be approached to consider to accept such lesser price and no party shall then have any claim for damages, interest or costs incurred.


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1.8 Izigi and KV3 agree that they are not entitled to claim any monies over and above the proceeds of the sale of the 23 remaining private erven and the business erf and the 43 erven already transferred for monies expended or any other performance as a result of carrying out their obligations in terms of the agreements attached marked annexures "A" and "B" and any work done at Extension 3, Hawston.

THIS DONE AND SIGNED AT ~~Belmont~~ <sup>BELMONT</sup> ON THIS 26<sup>th</sup> <sup>February</sup> DAY OF JANUARY 2015.

AS WITNESSES:

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

  
\_\_\_\_\_

OVERSTRAND MUNICIPALITY

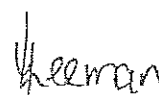
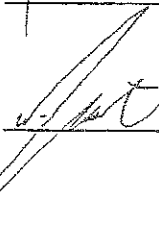
duly represented by

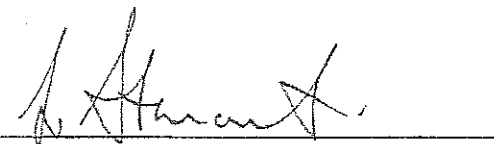
C. Greenwald

who warrants that he is  
duly authorised to sign  
this agreement on behalf of  
Overstrand Municipality.

THIS DONE AND SIGNED AT <sup>BELLEVILLE</sup> ON THIS 28<sup>th</sup> DAY OF JANUARY 2015.

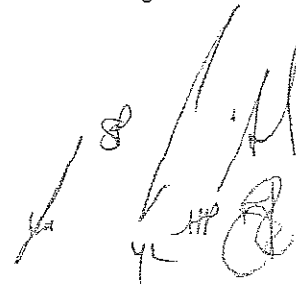
AS WITNESSES:

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

  
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IZIGI V3 JV ENGINEERS (PTY) LTD

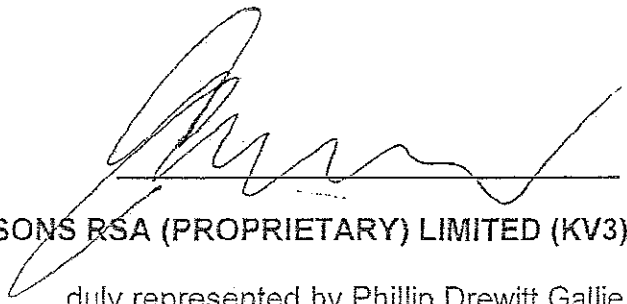
duly represented by Lawrence Stewart  
who warrants that he is duly authorised to  
sign this agreement on behalf of Izigi



THIS DONE AND SIGNED AT Bellville ON THIS 22nd DAY OF JANUARY 2015

AS WITNESSES:

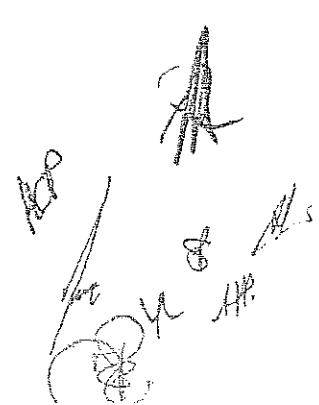
WORLEYPARSONS RSA (PROPRIETARY) LIMITED (KV3)



duly represented by Phillip Drewitt Gallie who warrants that he is duly authorised to sign this agreement on behalf of KV3

1. HRet

2. Scuuto



(A)

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

Made and entered into by and between

OVERSTRAND MUNICIPALITY  
(hereinafter referred to as "the Municipality")

AND

KWEZI V3 ENGINEERS  
(hereinafter referred to as "KV3")

WHEREAS

The Municipality wishes to develop social housing and private erven in Hawston, which falls within its Municipal area, and whereas

The Executive Committee of the Municipality has resolved to appoint KV3 as the implementation agent for the development, and whereas

The parties wish to reduce their respective roles, responsibilities, rights and obligations to writing

NOW THEREFORE IT IS AGREED AS FOLLOWS

1. The social housing and private erven in Hawston will be developed substantially in accordance with the plan attached as Annexure 'A' and will comprise:
  - 1.1. 65 private erven of approximately 350 square metres in area;
  - 1.2. 184 erven designated for social housing of approximately 200 square metres in area;
  - 1.3. a site zoned for business purposes;
  - 1.4. public open spaces

the whole of the above hereinafter referred to as ("the Development")
2. With regard to the social housing component of the development the Municipality will be the Developer and KV3 will be the implementation agent in accordance with the meaning assigned to those terms by the Housing Board's Guidelines and Regulations, and KV3 will fulfil its role strictly in accordance with the said guidelines, as amplified herein.
3. When allocating houses in the social housing component of the development KV3 will

2017-05-16 10:23

*Handwritten signatures and initials: C.M.L., D.P.A.*

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MEMORANDUM OF AGREEMENT

- 3.1 Allocate such houses to potential purchasers as recorded on the official waiting list for social housing in Hawston as recorded by the Municipality, according to Housing Board Guidelines.
- 3.2 Assist potential purchasers to obtain the State subsidy available for such dwellings by ensuring that all necessary documentation in this regard is completed, and is then submitted in conjunction with the Hawston Project Committee, which body shall also act in accordance with the relevant Housing Board Guidelines in considering the allocation of housing, as well as the issue of any certificates that may be required before subsidy funds may be released.
- 4. When selling erven in the private erven component of the development, KVS will
  - 4.1 Utilise its best endeavours to ensure that as many of the erven as possible are sold before physical work on the development is commenced, physical work in this context to mean the installation of civil engineering and related services.
  - 4.2 Given preference in the sale of such erven is the list of parties interested in purchasing such erven as kept by the Municipality, and when and/or if such list is exhausted to residents of Hawston and the surrounding areas not on the list.
  - 4.3 Assist such purchasers to complete all documentation necessary to enable them to obtain a bond from a bank or other registered financial institution.
  - 4.4 Ensure that no construction of any dwelling on any of the private erven commences before the Purchaser thereof has received written notification from the relevant financial institution that their application for a mortgage bond has been approved.
- 5. KVS will arrange the provision of any bridging finance that may be required to enable the development to commence, from a recognised source that provides such bridging finance in the normal course of its business.

Thus done and signed at PERMANUS on this 30<sup>th</sup> day of October, 2003.

As witnesses:

1. [Signature]

2. [Signature]

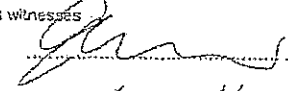
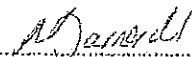
[Signature]  
 Full names: JAMES F. GREENBERG  
 Capacity: MUNICIPAL MANAGER  
 Duly authorised thereto by virtue of a resolution of the Overstrand Municipality dated 21 FEBRUARY 2003

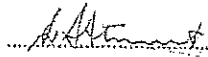
[Handwritten initials and signatures]

MEMORANDUM OF AGREEMENT

(A)

Thus done and signed at BELVILLE on this 9th day of September 2003.

- As witnesses
1. 
  2. 

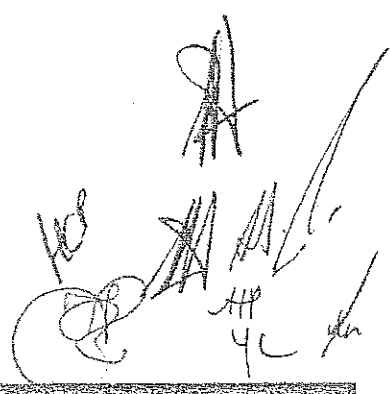
  
 Full names: Lawrence Skarratt  
 Capacity: Director

Duly authorised thereto Kwezi V3 Engineers (Pty) Ltd in terms of the attached resolution

UNIVERSITY OF











### AGREEMENT OF CESSION

between

**OVERSTRAND MUNICIPALITY**  
(hereinafter referred to as "the Municipality")

and

**KWEZI V3 ENGINEERS (PTY) LTD**  
(hereinafter referred to as "KV3")

and

**IZIGI V3 JV ENGINEERS (PTY) LTD**  
(hereinafter referred to as "Izigi")

1. **RECORDAL**

1.1 WHEREAS the Municipality and KV3 entered into an Implementation Agreement on 3 October 2003, a copy of which is attached hereto as Annexure "A";

1.2 AND WHEREAS the Council of the Municipality has passed a resolution that KV3 may cede certain of its rights and obligations contained in the said Agreement in order that potential purchasers of the 66 private erven and the site zoned for business purposes as described in the said Agreement may obtain bridging finance;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. **INTERPRETATION AND INTRODUCTORY:**

The clause headings in this Agreement are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this Agreement. In this Agreement, unless inconsistent with or a contrary intention clearly appears from the context

AGREEMENT - CESSION/AGREEMENT/CSB

CERTIFIED A TRUE COPY OF THE ORIGINAL

**JOHANNES PETRUS DU TOIT**  
COMMISSIONER OF OATHS (RSA)  
CA (SA)  
SAICA MEMBERSHIP NO.: 0502 0181  
FINANCIAL MANAGER  
KWEZI V3 ENGINEERS (PTY) LTD  
31 Allan Drive  
LOEVENSTEIN, 7530  
SOUTH AFRICA

- 2.1 words importing:
- 2.1.1 any reference to a gender includes the other gender;
- 2.1.2 any reference to the singular includes the plural and vice versa; and
- 2.1.3 any reference to natural persons includes legal persons and vice versa;
- 2.2 any reference to an enactment or regulation is to that enactment or regulation as at the date of this Agreement and as amended or re-enacted from time to time thereafter;
- 2.3 when the day on which anything is to be done in terms of this Agreement is a Saturday, Sunday or Public Holiday, it shall be done on the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 2.4 where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;
- 2.5 reference to a party includes that party's successors and permitted assigns;
- 2.6 every schedule or annexure to this Agreement shall form part of this Agreement and this interpretation clause and the definitions contained in this Agreement shall likewise apply to every such schedule or annexure and also to any amendment or amplification of this Agreement, unless such schedule, annexure, amendment or amplification provides otherwise.

### 3. CESSION OF RIGHTS AND OBLIGATIONS

- 3.1 KV3 hereby cedes to Izigi, and Izigi hereby accepts the cession of, all KV3's rights and obligations contained in the Agreement Annexure "A" in terms of the 66 private erven described in paragraph 1.1 thereof and the site zone for business purposes described in paragraph 1.4 thereof.
- 3.2 The cession of rights and obligations hereof is irrevocable and no reversionary rights will vest in KV3.
- 3.3 As a party to this Agreement, the Municipality accepts the cession as described above and acknowledges that it will have no claims against KV3, and KV3 will have no obligations towards the Municipality, in respect of the 66 private erven and the business site as from the date of signature of this Agreement.

CERTIFIED A TRUE COPY OF THE ORIGINAL

JOHANNES PETRUS DU TOIT  
 COMMISSIONER OF OATHS (RSA)  
 CA (SA)  
 SAICA MEMBERSHIP NO : 0502 0181  
 FINANCIAL MANAGER  
 KWEZI V3 ENGINEERS (PTY) LTD  
 31 Allen Drive  
 LOEVENSTEIN, 7530  
 SOUTH AFRICA

AGREEMENT - CESSION AGREEMENTS

*[Handwritten signatures and initials]*

*[Handwritten initials: WCP, HP, VL, TP]*

3.4 The Municipality further acknowledges that it is aware that Izigi is a separate legal entity from KV3 and that KV3 is in no way responsible for any performance or non-performance by Izigi of its obligations and rights obtained by virtue of this cession.

4. APPOINTMENT OF KV3 AS PROJECT MANAGERS AND CONSULTING ENGINEERS BY IZIGI

4.1 Izigi hereby irrevocably appoints KV3 as Consulting Engineers and Project Managers in respect of all Civil and Electrical Engineering work to be undertaken in respect of the design and supervision of construction of Engineering services for the 66 private erven and the business site described in Annexure "A". Izigi undertakes to enter into a formal Appointment Agreement in this regard if requested to do so and acknowledges that it is obliged to pay KV3 for all Consulting Engineering and Project Management services in terms of the recommended ECSA tariffs.

5. GENERAL

5.1 This Agreement read with its appendices constitutes the sole record of the Agreement between the Parties in regard to the subject matter hereof.

5.2 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this Agreement.

5.3 No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless done in writing and signed by or on behalf of all the Parties.

5.4 Any indulgence, which any party may show to any other in terms of or pursuant to the provisions contained in this Agreement, shall not constitute a waiver of any of the rights of the party that granted such indulgence.

CERTIFIED A TRUE COPY OF THE ORIGINAL

JOHANNES PETRUS DU TOIT  
COMMISSIONER OF OATHS (RSA)  
CA (SA)  
SAICA MEMBERSHIP NO : 0502 0181  
FINANCIAL MANAGER  
KWEZI V3 ENGINEERS (PTY) LTD  
31 Allen Drive  
LOEVENSTEIN, 7530  
SOUTH AFRICA

AGREEMENT - OESIONDI/AGREEMENTSB 3

Handwritten signatures and initials, including a large signature at the top right and several initials and scribbles below.

THIS DONE AND SIGNED AT Heemskoop on the 5th day of November 2007.

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]  
 The Municipality herein represented by C. C. Groenewald who warrants that he is duly authorised to sign this Agreement on behalf of the Municipality

[Signature] THIS DONE AND SIGNED AT BELLVILLE on the 8th day of December November 2007.

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]  
 KV3 herein represented by Phillip Drewitt Galle who warrants that he is duly authorised to sign this Agreement on behalf of KV3

THIS DONE AND SIGNED AT BELLVILLE on the 8th day of November 2007.

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]  
 Izigi herein represented by Lawrence Stewart who warrants that he is duly authorised to sign this Agreement on behalf of Izigi

CERTIFIED A TRUE COPY OF THE ORIGINAL

[Signature]  
**JOHANNES PETRUS DU TOIT**  
 COMMISSIONER OF OATHS (RSA)  
 CA (SA)  
 SAICA MEMBERSHIP NO : 0502 0181  
 FINANCIAL MANAGER  
 KWEZI V3 ENGINEERS (PTY) LTD  
 31 Allen Drive  
 LOEVENSTEIN, 7530  
 S. AFRICA

AGREEMENT - CESSIQR3/AGREEMENT/08

[Signatures]  
[Signatures]  
[Signatures]

KV3

Navrae : L STEWART  
 Ons verw. : 22087KSO  
 U verw. :  
 Lêerverw. : 22087B002/LM  
 Datum : 29 OKTOBER 2007

AANDAG: MNR RODERICK WILLIAMS

Overstrand Munisipaliteit  
 Posbus 20  
 HERMANUS  
 7230

Geagte Meneer Williams

HAWSTON 66 PRIVAAT ERWE

Met verwysing na die vergadering gehou te u kantore op 15 Oktober 2007 aangaande bostaande, bevestig ons net die volgende:

1. Soos bespreek nomineer Kwezi V3 Ingenieurs die maatskappy Izigi V3 JV Engineers (Pty) Ltd registrasie nommer 1996/009256/07 vir die implementering van die projek. Kwezi V3 Ingenieurs bly steeds die projekbestuurders en ingenieurs vir die projek. Sien meegaande Sessie Ooreenkoms vir u goedkeuring en ondertekening asseblief.
2. Prokureurs Hannes Pretorius, Bock & Isaacs is aangestel om die oordragte van die 66 privaat erwe te hanteer. Alle ondertekende koopkontrakte word by Mnr Hannes Pretorius ingedien en die in- en uitbetalings by registrasie sal deur Mnr Pretorius via die trust rekening hanteer word.
3. Die bedrag van R65 000-00 per erf (BTW ingesluit) minus onderstaande kostes is betaalbaar aan Izigi V3 JV Engineers (Pty) Ltd by oordrag:
  - Grondkoste van R2-00 per vierkante meter plus BTW vir elke erf wat oorgedra word.
  - Prokureurskoste ten opsigte van die oordragte.
4. Die grootmaatsdiensbydrae van R100 000-00 plus BTW kan betaal word by die oordragte van die laaste groep erwe.

CERTIFIED A  
TRUE COPY OF  
THE ORIGINAL

JOHANNES PETRUS DU TOIT  
 COMMISSIONER OF OATHS (RSA)  
 CA (SA)  
 SAICA MEMBERSHIP NO : 0502 0181  
 FINANCIAL MANAGER  
 KWEZI V3 ENGINEERS (PTY) LTD  
 31 Allen Drive  
 LOEVENSTEIN, 7530  
 SOUTH AFRICA

KWEZI V3 INGENIEURS

www.kweziv3.com

Kaapstad: ☎ 358, Bellville 7535, Suid-Afrika, ☐ Allertonstraat 31, Loevenstein 7530, ☎ +27 (0)21 912 3000, ☎ +27 (0)21 912 3222  
 ✉ caselowni@kv3.co.za

DIREKTORE: Dr. F.A. Soun (Voorsitter), P.J.F. Jansz (Hoof Looersman), L. Toyl (Hoof Operasioneel), W.A. Hainey, S.T. Mhamba, M. Mphahlele, M. Mkhizeli, Ms AL. Porey, A.M. Septhor, O.N. Shwaco\*, ALT. DIREKTORE: G.L. Xinyu, KANTORE - SUID-AFRIKA: Baïro, Bloemfontein, Dande, Durban, Emma, George, Grahamstown, Kaapstad, Kimberley, Middelburg, Nelspruit, Newcastle, Oos-Londen, Plettenbergbaai, Polokwane, Port Elizabeth, Pretoria, Sandberg, Rustenburg, Thekanyandou, Tzaneen, Uitenhage, Vredenburg, Vryheid, Welkom, Worcester.  
 KANTORE - INTERNASIONAAL: Abu Dhabi, Gaborone, Kinshasa, Lusaka, Tlopi, Windhoek.  
 \*@Namibia

KWEZI V3 ENGINEERS (PTY) Ltd Handelsrekening as Kwezi V3 Ingenieurs. Reg.Nr. 153630294/07 Gereguleerde Finansiële - S.A. Vereeniging van Rekeninghouders (R.A.)

Sertifiseer: SABS ISO 9001:2000 Kwaliteitsbestuurstelsel

19  
SABS

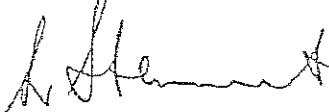
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K 5

5. Die konstruksie van die siviele ingenieursdienste is vir alie praktiese doeleindes reeds voltooi, terwyl die elektriese ingenieursdienste in die derde week van November 2007 voltooi behoort te word. Gevolglik sal ons graag uitklaring op die erwe teen 16 November 2007 wil verkry ten einde met die opdragte van die eerste 20 erwe te kan voortgaan. Die kopers vir die eerste 20 erwe is reeds goedgekeur en die koopkontrakte is geteken. Soos bespreek, sal u die aangeleentheid met u Tesourie Departement opneem, ten einde bostaande doelwitte te bereik.
6. Die name van 'n verdere 60 potensiele kopers vir die balans van die erwe (46 in totaal), soos saamgestel deur Overstrand Munisipaliteit, sal op 23 Oktober 2007 vir goedkeuring aan die Portefeuljekomitee voorgelê word. Sodra die Portefeuljekomitee die 60 name goedgekeur het, sal dit adverteer word. Parallel hiermee sal die persone se inligting saamgestel en aan ABSA deurgegee word sodat die proses van keuring vir verbande nie vertraag word nie.
- Intussen sal kennisgewing ook deur u gegee word aan die potensiele kopers wat reeds goedgekeur was en nog nie die koopkontrakte onderteken het nie (25 in totaal), om aan te dui of hulle nog belangstel en dan alle inligting beskikbaar te stel sodat koopkontrakte opgestel en onderteken kan word.
7. Die besigheidserf sal per raadsbesluit in die ope mark verkoop word en advertensies hiervoor sal eersdags geplaas word.

Ons vertrou bostaande is 'n ware weergawe van ons bespreking en verneem graag van u ten opsigte van die goedkeuring van die 60 name en die opvolg van die 25 persone reeds goedgekeur.

Die uwe



L STEWART Pr Ing Pr CPM  
DIVISIE DIREKTEUR  
KWEZI V3 INGENIEURS

CERTIFIED A  
TRUE COPY OF  
THE ORIGINAL

JOHANNES PETRUS DU TOIT  
COMMISSIONER OF OATHS (RSA)  
CA (SA)  
SAICA MEMBERSHIP NO : 0502 0181  
FINANCIAL MANAGER  
KWEZI V3 ENGINEERS (PTY) LTD  
31 Allen Drive  
LOEVENSTEIN, 7530  
SOUTH AFRICA

2007-10-30 17:03:20 01211M

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Minutes of the Proceedings of a Bid Adjudication Committee Meeting held in the  
SCM Committee Room, Hermanus Administration, on Friday, 12 June 2015 at 14:00.

6.2 TENDER NO. SC 1569/2015: SALE OF VARIOUS RESIDENTIAL ERVEN IN HAWSTON

Upon a proposal by the Director: Management Services, Mr. D Arrison duly seconded by the Director: Protection Services, Mr. N Michaels, it was

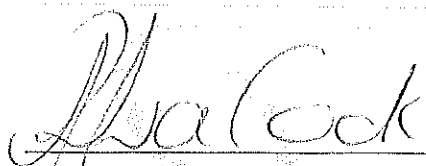
RESOLVED:

1. that as only one bidder responded to the invitation to bid tender no. SC1569/2015 SALE OF VARIOUS RESIDENTIAL ERVEN IN HAWSTON be awarded to:

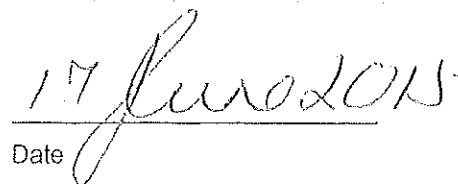
Service Provider / Supplier:	Suppliers to All (Pty) Ltd	SCM Supplier #	
Service / Goods Provided:	SALE OF ERVEN 2694, 2695, 2702, 2703, 2704, 2705, 2709, 2713, 2786, 2789, 2790, 2794, 2911, 2914, 2915, 2916, 2920, 2929, 2933, 2936, 2938, 2939 and/or 2940 (portions of Erf2672) HAWSTON		
Amount (Excl. VAT):	R1,610,000.00	Contingency:	
Amount in words:	One million six hundred and ten thousand Rand		
Escalation Percentage:	N/A	Escalation Date:	
Contract Owner:	S MÜLLER	Contract Champion:	R KUCHAR
CONTRACT PERIOD:			
Implementation date:	Signing of the contract between the Municipality / Suppliers to All (Pty) Ltd	End date:	Date of registration of the properties in the name of the tenderer.

2. subject to Council's consideration of the transfer of the asset in terms of Section 14 (2) (a) and (b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003).

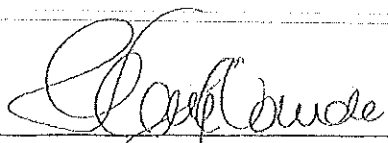
Certified as correct by:



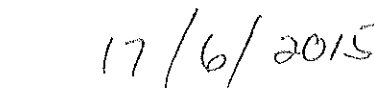
Ms. R La Cock  
Senior Manager: SCM



Date



Ms. SG Reyneke-Naude  
Director: Finance (Chairperson)



Date

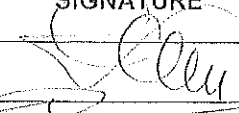


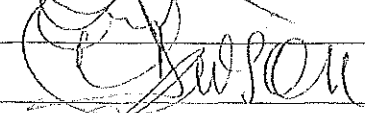


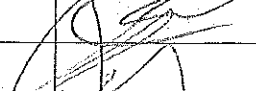
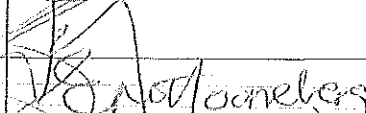
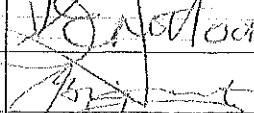


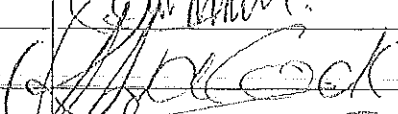

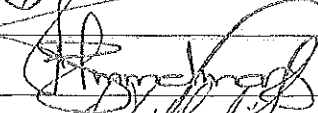
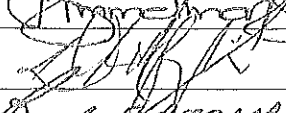
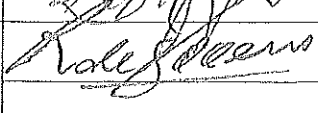
BID ADJUDICATION COMMITTEE MEETING

ATTENDANCE REGISTER & UNDERTAKING OF CONFIDENTIALITY AND IMPARTIALITY

Date: 2019.06.12 14:00 Friday

I, the undersigned, hereby declare:

- that all information, documentation and decisions regarding any matter before the committee are confidential and undertake not to make known anything in this regard
- that I will treat all providers and potential providers equitably and will not purposefully favour or prejudice anybody
- that I will make known details of any private or business interest which I, or any close family member, partner or associate may have in any proposed procurement or disposal process of, or in any award or contract and that I will immediately withdraw from participating in any manner whatsoever

NAME	DEPARTMENT / SECTION MUNICIPALITY	SIGNATURE
Sg. Reyncke-Brucke	Financie's	
R. Williams	Common Serv	
M.A. Michaels	Pract. Adv.	
DESIREE ARRISON	Manv SERV	
S Müller	Infra & Pla	
L. Kucha	Tourism	
L.A. Wallace	Legal Servs	
E Hooneberg	Finance: Revenue	
HANRÉ BLIGNAUT	INFRA + PLANNING	
Clint Le Roux	Finance	
Sizemzi Madikane	Elect. Dev.	
Rita La Cock	SCM	
J Venter	financ	
S. Immelman	SCM	
DRM POTGIETER	SCM	
R. DE JAGER	SCM	

Minutes of the Proceedings of a Bid Adjudication Committee Meeting held in the  
SCM Committee Room, Hermanus Administration, on Friday, 12 June 2015 at 14:00.

## 5. ADJUDICATION OF TENDERS

5.1 TENDER NO. SC 1568/2015: SALE OF ERF 2925 (A PORTION OF ERF 2627), HAWSTON  
FOR BUSINESS PURPOSES

Upon a proposal by the Director: Community Services, Mr. R Williams, duly seconded by the  
Director: Protection Services, Mr. N Michaels, it was

### RESOLVED:

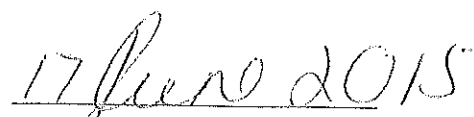
1. that as only one tenderer responded to the invitation to tender and whereas the financial offer exceeds the indicative price, tender no. SC1568/2015 SALE OF ERF 2925 (PORTION OF ERF 2627) HAWSTON FOR BUSINESS PURPOSES be awarded to:

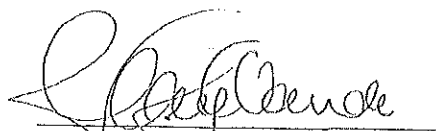
Service Provider / Supplier:	Ozran 57 (Pty) Ltd	SCM Supplier #	
Service / Goods Provided:	Sale of Erf 2925 (Portion of Erf 2627) Hawston for Business Purposes		
Amount (Excl. VAT):	R715,000.00	Contingency:	N/A
Amount in words:	SEVEN HUNDRED AND FIFTEEN THOUSAND RAND		
Escalation Percentage:	N/A	Escalation Date:	N/A
Contract Owner:	S MÜLLER	Contract Champion:	R KUCHAR
CONTRACT PERIOD:			
Implementation date:	Signing of the contract between the Municipality / Ozran 57 (Pty) Ltd	End date:	Date of registration of the property in the name of the tenderer.


2. subject to Council's consideration of the transfer of the asset in terms of Section 14 (2) (a) and (b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003).

Certified as correct by:

  
Ms. R La Cock  
Senior Manager: SCM

  
Date 17 June 2015

  
Ms. SG Reyneke-Naude  
Director: Finance (Chairperson)

  
Date 17/6/2015

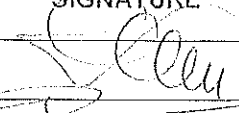


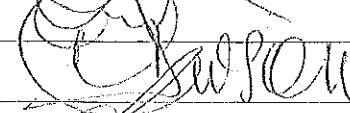
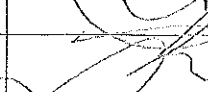






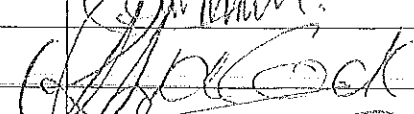
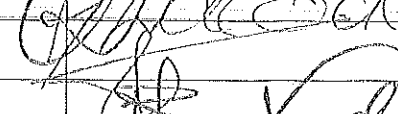
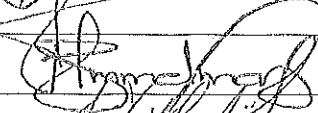
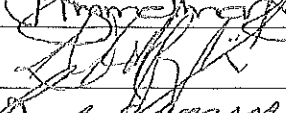
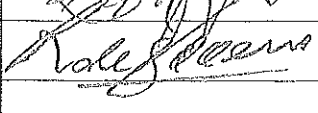
BID ADJUDICATION COMMITTEE MEETING

ATTENDANCE REGISTER & UNDERTAKING OF CONFIDENTIALITY AND IMPARTIALITY

Date: 2018.06.12 14:00 Friday

I, the undersigned, hereby declare:

- that all information, documentation and decisions regarding any matter before the committee are confidential and undertake not to make known anything in this regard
- that I will treat all providers and potential providers equitably and will not purposefully favour or prejudice anybody
- that I will make known details of any private or business interest which I, or any close family member, partner or associate may have in any proposed procurement or disposal process of, or in any award or contract and that I will immediately withdraw from participating in any manner whatsoever

NAME	DEPARTMENT / SECTION MUNICIPALITY	SIGNATURE
Sj. Reyneke-Abude	Finansies	
R. Williams	Common Serv	
N.A. Michaels	Paul. Adv.	
DESIREE ARRISON	Mary SERV	
S. Müller	Intra & Pla	
L. Kuebler	Tourism	
L.A. Wallace	Legal Servs	
E Heoneberg	Finance: Revenue	
HANRÉ BLIGNAUT	INFRA + PLANNING	
Clint Le Roux	Finance	
Silongzi Madikane	Econ. Dev.	
Rita La Cock	SCM	
J Venter	financ	
S. Immelman	SCM	
DRM POTGIETER	SCM	
R. DE JAGER	SCM	

**MARKWAARDE BEPALING VAN ERF 2938 - HAWSTON****1. EIENDOM:**

Erf 2938 - Hawston

**2. LIGGING:**

Brooklynstraat, Hawston

**3. GROOTTE:**

350m<sup>2</sup>

**4. SONERING:**

Residensieël

**5. VERBETERINGS:**

Geen

**6. EIENAAR:**

Overstrand Munisipaliteit

**7. OPDRAGGEWER:**

R. Kuchar - Bestelnommer 204265

**8. DATUM VAN WAARDASIE:**

22 Mei 2015

**9. OPDRAG:**

Markwaarde bepaling

**10. WAARDASIE SERTIFIKAAT**

Ek, Johan Christoffel Groenewald, in my hoedanigheid as waardeerder, geregistreer by die S.A.Raad vir die Waardeerders Professie, Registrasienommer 1867/8, sertifiseer hiermee dat ek erf 2938, Hawston gewaardeer het en dat ek die markwaarde op R15 650.00 (Vyftien duisend seshonderd en vyftig rand, Btw. uitgesluit) stel of alternatiewelik R45.10 p.m<sup>2</sup>(Btw. Uitgesluit)



J.C.GROENEWALD

**11. FISIESE BESKRYWING VAN EIENDOM:**

Die onderwerp erf is aan 'n geteerde straat geleë en is onbeboud. Die erf is gelyk en sanderig.

**12. ALGEMEEN:**

Die eiendom is geleë in 'n lae-inkomste residensiële gebied. Daar is lae-koste wonings in die gebied opgerig. Om die markwaarde te bepaal, is gebruik gemaak van beboude – en vakante erf verkope.

**13. VERKOPINGS:**

Die volgende vergelykbare transaksies het in die gebied plaasgevind:

**Verkope No 1:**

Erf 2903

Ligging:	Staffordstraat, Hawston
Erf Grootte	200m <sup>2</sup>
Geboue:	30m <sup>2</sup> Woning
Datum v. Verkope:	15/01/2015
Verkoopprys	R60 000.00

**Verkope No 2:**

Erf 2913

Ligging:	Brooklynstraat, Hawston
Erf Grootte:	350m <sup>2</sup>
Geboue Grootte:	50m <sup>2</sup> Woning
Datum v. Verkope:	03/02/2012
Verkoopprys:	R70 000.00

**Verkope No 3:**

Erf 2932

Ligging: Brooklynstraat, Hawston  
Erf Grootte: 350m<sup>2</sup>  
Geboue Grootte: Geen  
Datum v. Verkope: 01/08/2013  
Verkoopprijs: R65 000.00

**14. ANALISE:****Ontleding - Verkope 1:**

Die waarde van die sub-ekonomiese woonhuis word bepaal deur die 40m<sup>2</sup> = R25 000

Verkope 1: Verkoopprijs = R60 000 – R25 000 = R35 000

**Ontleding – Verkope 2:**

Die waarde van die sub-ekonomiese woonhuis word bepaal deur die 50m<sup>2</sup> = R31 000

Verkope 2: Verkoopprijs = R70 000 – R31 000 = R39 000

**Ontleding – Verkope 3:**

Waarde R65 000

**15. GEVOLGTREKKING:**

Markwaarde van erf 2938, Hawston word dus op R18 000 (Agtien duisend rand, Btw Ingesluit) gestel.

Die uwe



**JOHAN GROENEWALD**  
**WAARDEERDER**  
**S A RAAD VAN PROFESSIONELE WAARDEERDERS**  
**REG NR. 1867/8**

# ***Izigi-V3 JV Engineers (Proprietary) Limited***

(Registration number 1996/009256/07)

2 St Francis Street, Durbanville 7550

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Date: 05 May 2015

Our reference: Hawston Private erven

Your reference: Tender SC 1569/2015

**Attention: Mr R Kuchar**

The Senior Manager,  
Town Planning and Property Administration  
Overstrand Municipality  
P O Box 20  
HERMANUS  
7200

Dear Mr Kuchar

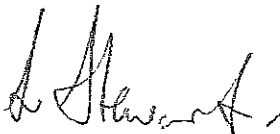
## **TENDER SC 1569/2015: SALE OF 23 SINGLE RESIDENTIAL ERVEN AND 1 BUSINESS SITE IN HAWSTON**

We refer to your e-mail of 24 April 2015 regarding the tenders received for the above tender and confirm herewith that Izigi-V3 JV Engineers (Pty) Ltd is in agreement that the tender prices received are acceptable, that is:

- 23 x single residential erven at total price of R 1 835 400-00 (VAT included)
- 1 x business site at total price of R 815 100-00 (VAT included)

We await then the speedy transfer of the erven by Overstrand Municipality to the purchasers followed by payment to Izigi-V3 JV Engineers (Pty) Ltd per agreement.

Yours faithfully



L Stewart  
Director  
Izigi-V3 JV Engineers (Pty) Ltd