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Buitelands **60c** Other countries
Posvry • Post free

Regulasiekoerant
Regulation Gazette
No. 3973

As 'n Nuusblad by die Poskantoor geregistreer
Registered at the Post Office as a Newspaper

Vol. 253 PRETORIA, 11 JULIE / JULY 1986 No. 10345

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1429 **11 Julie 1986**

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE PLAASLIKEBESTUURS ONDERNEMING IN DIE PROVINSIE TRANSVAAL.—BEHUISINGSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

NYWERHEIDSRAAD VIR DIE PLAASLIKEBESTUURSONDERNEMING IN DIE PROVINSIE TRANSVAAL

BEHUISINGSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Munisipale Werkgewersorganisasie

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Suid-Afrikaanse Vereniging van Munisipale Werknemers (nie-Politiek)

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Plaaslikebestuursonderneming in die provinsie Transvaal.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Plaaslikebestuursonderneming in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is.

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1429 **11 July 1986**

LABOUR RELATIONS ACT, 1956

INDUSTIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING IN THE PROVINCE OF TRANSVAAL.—HOUSING AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union.

P. T. C. DU PLESSIS,
Minister of Manpower.

INDUSTRIAL COUNCIL FOR THE LOCAL GOVERNMENT UNDERTAKING IN THE PROVINCE OF THE TRANSVAAL

HOUSING AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Municipal Employers' Organisation

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Association of Municipal Employees (non-Political)

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Local Government Undertaking in the Province of the Transvaal.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Local Government Undertaking in the Province of the Transvaal by all employers who are members of the employers' organisation and by all employees who are members of the trade union.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet bepaal en bly van krag tot 31 Maart 1989 of vir sodanige tydperk as wat hy bepaal.

3. INDELING VAN DIE OOREENKOMS

Die Ooreenkoms bestaan uit die volgende drie afdelings:

Afdeling A.—Behuisingsleningskema.

Afdeling B.—Behuisingsubsidieskema.

Afdeling C.—Behuisingshulpskema.

AFDELING A.—BEHUISINGSLENINGSKEMA

1. DOEL

Die doel met die leningskema is om 'n werknemer, soos in klousule 2 omskryf, in staat te stel om—

(1) 'n bouperseel vir die oprigting van 'n eie woning te verkry;

(2) 'n woning vir eie gebruik te verkry en om ooreenkomstig hierdie skema—

(a) sodanige woning te vergroot, te verbeter, of struktureel te onderhou, of om buitegeboue daarby op te rig;

(b) ten opsigte van sodanige woning of buitegeboue daarby, aan die vereistes van die plaaslike bestuur te voldoen.

Waar daar ook al in hierdie skema na 'n woning verwys word, word daar geag dat dit ook 'n wooneenheid kragtens die Wet op Deeltitels, 1971 (Wet 66 van 1971), in sluit.

2. VEREISTES WAARAAN DAAR VOLDOEN MOET WORD

(1) 'n Werknemer wat 'n bydraende lid van 'n goedgekeurde Transvaalse munisipale pensioenfonds is [met uitsondering van 'n ongetroude tydelike werknemer en 'n getroude vrou wat nie noodwendig die enigste broodwinner, soos in subklousule (4) hieronder omskryf, van haar gesin is nie], kom in aanmerking vir die leningskema, mits—

(a) hy/sy mondig is en minstens een jaar werklike aaneenlopende *bevredigende* diens voltooi het by 'n plaaslike bestuur of ander instansie waarvan die pensioenvoordele oordraagbaar is;

(b) hy/sy 'n bouperseel wil koop wat binne redelike afstand van sy/haar werkgewende plaaslike bestuur geleë is, waarop daar binne 24 maande 'n woonhuis opgerig sal word, behalwe in die geval van 'n werknemer wat amptelike kwartiere bewoon, in welke geval die plaaslike bestuur na goeddunke kan besluit;

(c) hy/sy of sy/haar gade nie die geregistreerde eienaar van 'n woning of wonings binne redelike afstand van sy/haar werkgewende plaaslike bestuur is nie, behalwe waar aansoek gedoen word om die vervanging van 'n bestaande verband(e) onder die omstandighede in klousule 11 hiervan uiteengesit, en, in die geval van 'n bouperseel, van 'n ander bouperseel binne redelike afstand van sy/haar werkgewende plaaslike bestuur; en

(d) hy/sy 'n woning binne redelike afstand van sy/haar werkgewende plaaslike bestuur wil koop of bou, behalwe in die geval van 'n werknemer wat amptelike kwartiere moet bewoon, in welke geval die plaaslike bestuur na goeddunke kan besluit.

(2) Die feit dat 'n werknemer 'n woning bekom het met behulp van 'n lening ooreenkomstig hierdie leningskema, onthef hom/haar nie van die verpligting om amptelike kwartiere te bewoon nie.

(3) 'n Getroude vroulike werknemer wat die enigste broodwinner van haar gesin is en wat in gemeenskap van goedere getroud is, kwalifiseer vir die voordele van dié skema slegs indien—

(a) sy aan al die vereistes van klousule 2 (1) (a), (b), (c) en (d) hiervan voldoen;

(b) 'n leningsooreenkoms met die plaaslike bestuur deur beide die werknemer en haar gade aangegaan word; en

(c) die transportakte van die eiendom wat met behulp van so 'n lening verkry sal word, kragtens artikel 1 (2) van die Wet op Huweliksaangeleenthede, 1953 (Wet 37 van 1953), geëndoseer word.

(4) Vir die doeleindes van hierdie skema beteken die uitdrukking "enigste broodwinner" 'n getroude vroulike werknemer wat noodwendig die enigste broodwinner van haar gesin is, omrede haar eggenoot—

(a) permanent medies ongeskik is om 'n besoldigde betrekking te bekom; en

(b) se inkomste, uit alle bronne hoogstens die volgende maksimum bedrag beloop:

(i) Die toepaslike maksimum basiese maatskaplike pensioen voorgeskryf by regulasies uitgevaardig kragtens tersaaklike wetgewing; plus

(ii) die maksimum toelae vir 'n oudstryder aan wie 'n maatskaplike pensioen toegeken is; plus

(iii) die maksimum toelae wat as gevolg van 'n laat aansoek om 'n maatskaplike pensioen aan 'n persoon betaal word.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act, and shall remain in force until 31 March 1989 or for such period as may be determined by him.

3. ARRANGEMENT OF THE AGREEMENT

The Agreement consists of the following three divisions:

Division A.—Housing Loan Scheme.

Division B.—Housing Subsidy Scheme.

Division C.—Housing Assistance Scheme.

DIVISION A.—HOUSING LOAN SCHEME

1. OBJECT

The object of the scheme is to enable an employee, as defined in clause 2, to—

(1) acquire a building site for the erection of his/her own dwelling;

(2) acquire a dwelling for his/her own occupation and in terms of the provisions of this scheme—

(a) to enlarge, improve, or to maintain such dwelling structurally, or to erect outbuildings thereto;

(b) to comply, in respect of such dwelling or any outbuildings thereto, with any requirements of a local authority.

Any reference made to a dwelling in this scheme shall also be deemed to include a residential unit in terms of the Sectional Titles Act, 1971 (Act 66 of 1971).

2. REQUIREMENTS TO BE COMPLIED WITH

(1) An employee who is a contributing member of an approved Transvaal municipal pension fund [with the exception of an unmarried temporary employee and a married female who is not necessarily the sole breadwinner of her family as described in subclause (4) hereunder] may be considered for the loan scheme, provided—

(a) he/she is of age and has completed at least one year's actual continuous *satisfactory* service with a local authority or other body in respect of which pension benefits are transferable;

(b) he/she intends purchasing a building site which is situated within reasonable distance from his/her employing local authority on which a dwelling will be erected within 24 months, except in the case of an employee who occupies official quarters, in which case the local authority may decide as it deems fit;

(c) he/she or his/her spouse is not the registered owner of a dwelling or dwellings within reasonable distance from his/her employing local authority, except where application is made for the substitution of an existing bond(s) under the circumstances described in clause 11 hereof and, in the case of a building site, another building site within reasonable distance from his/her employing local authority; and

(d) he/she wishes to buy or erect a dwelling within reasonable distance from his/her employing local authority, except in the case of an employee who is obliged to occupy official quaters, in which case the local authority may decide as it deems fit.

(2) The fact that an employee has acquired a dwelling with the aid of a loan granted under this loan scheme does not absolve him/her from any obligation to occupy official quarters.

(3) A married female employee who is the sole bread-winner of her family, and who is married in community of property shall qualify for benefits under this scheme only if—

(a) all the requirements of clause 2 (1) (a), (b), (c) and (d) hereof are complied with;

(b) a loan agreement with the local authority is entered into by both the employee and her spouse; and

(c) the title deed of the property to be acquired with the aid of such a loan is endorsed in terms of section (2) of the Matrimonial Affairs Act, 1953 (Act 37 of 1953).

(4) For the purposes of this scheme the expression "sole bread-winner" means a married female employee who is necessarily the sole bread-winner of her family on account of the fact that her spouse—

(a) is permanently medically unfit to obtain remunerative employment; and

(b) receives an income which *in toto* does not exceed the following maximum amount:

(i) The appropriate maximum basic social pension as prescribed by regulations promulgated in terms of any applicable legislation; plus

(ii) the maximum allowance for a war veteran to whom a social pension has been awarded; plus

(iii) the maximum allowance paid to a person as a result of a late application for a social pension.

3. BESTEK VAN DIE SKEMA

(1) Die skema maak voorsiening vir die aankoop van 'n bouperseel en/of die oprigting of aankoop van 'n woning binne redelike afstand van die werknemer se werkgewende plaaslike bestuur, of vir die vergroting, verbetering of strukturele onderhoud van so 'n woning mits die plaaslike bestuur van mening is dat die vergroting, verbetering of onderhoud noodsaaklik is, of vir die oprigting van buitegeboue daarby of vir die doel om ten opsigte van so 'n woning of die buitegeboue daarby, aan die vereistes van 'n plaaslike bestuur te voldoen.

(2) Die aansoeker kan by enigeen van die finansiële instellings in klousule 4 bedoel, om 'n lening aansoek doen.

(3) As sekuriteit vir die lening word van die aansoeker vereis om—

(a) 'n eerste verband vir die volle bedrag van die lening op die betrokke eiendom ten gunste van die finansiële instelling te passeer; en

(b) 'n ooreenkoms, soos later in hierdie skema uiteengesit, met die plaaslike bestuur aan te gaan. Die doel met hierdie ooreenkoms is om die plaaslike bestuur te vrywaar teen enige moontlike verlies weens die feit dat die plaaslike bestuur aan die finansiële instelling betaling van 'n persentasie van die lening gewaarborg het.

(4) Die plaaslike bestuur se waarborgaanspreeklikheid loop ten einde wanneer—

(a) die bedrag wat gedelg word gelykstaande met of meer is as die bedrag wat gewaarborg is; of

(b) die eiendom herwaardeer word en die verskil tussen die herwaardasie en die balans van die lening gelykstaande met of meer is as die bedrag wat gewaarborg is.

4. FINANSIËLE INSTELLINGS WAT IN DIE SKEMA DEELNEEM

Alle bougenootskappe wat by die Registrateur van Finansiële instellings geregistreer is of ander instellings wat deur die Nywerheidsraad vir die doel van die skema goedgekeur word, kan in die skema deelneem.

5. RENTEKOERS

Die rentekoers deur die lener betaalbaar, is die rentekoers wat van tyd tot tyd deur die deelnemende finansiële instelling bepaal word, maar onderworpe aan die maksimum rentekoers soos deur die bougenootskappe bepaal.

6. TERMYN VAN DIE LENING

Die maksimum termyn vir die terugbetaling van 'n lening is hoogstens 30 jaar.

7. MAKSIMUM LENING VERKRYGBAAR

(1) Die maksimum lening, wat in 'n individuele geval toegestaan kan word—

(a) word in die geval van 'n werknemer wat 'n woning wil oprig of aankoop, in Bylae A aangedui. (Die bedrag word bereken deur by die jaarlikse salaris in die eerste kolom die volgende bedrae by te tel: Die werknemer se diensbonus, die werkgewer se jaarlikse bydrae tot die Pensioenfonds, asook die werkgewer se jaarlikse bydrae tot 'n mediese hulpskema);

(b) word in die geval van 'n werknemer wat 'n bouperseel wil aankoop, bereken teen een derde van die bedrag in Bylae A aangedui.

(2) Die bedrag van die lening is verder beperk tot die verskil tussen—

(a) die koopprys van die bouperseel of die koopprys of oprigtingskoste van die woning (insluitende die koopprys van die grond); en

(b) die kontantbedrag, indien daar is, wat die aansoeker ter vereffening van genoemde prys of koste betaal:

Met dien verstande dat genoemde koopprys en/of oprigtingskoste nie meer is as die waardasie deur die betrokke finansiële instelling bepaal en deur die plaaslike bestuur aanvaar.

8. ADDISIONELE LENINGS

Behoudens die voorwaardes in klousule 7 en die maksimum leningsperke in Bylae A bedoel, kán daar aan 'n lener wat 'n woning ingevolge die skema bekom het—

(a) een verdere lening toegestaan word vir die aankoop van 'n alternatiewe woning terwyl hy in diens is by dieselfde werkgewende plaaslike bestuur; of

(b) een addisionele lening toegestaan word terwyl hy in diens is by dieselfde werkgewende plaaslike bestuur: Met dien verstande dat die addisionele lening slegs vir vaste verbeterings aan die eerste woning of op die terrein waarop dit geleë is, aangewend kan word.

9. HEREREGTE EN ANDER KOSTE

Lenings dek nie hereregte, transportkoste, verbandregistrasiekoste, inspeksiegelde, argiteksgelde en ander bykomstige koste nie. Hierdie koste moet deur die aansoeker gedra word.

10. VERSEKERING

(1) 'n Allesomvattende huiseienaarsversekeringspolis by 'n maatskappy wat deur die verbandhouer goedgekeur is, is verpligtend, en een twaalfde van die versekeringspremie moet by die aftrekorder ten opsigte van die maandelikse terugbetalings op die lening ingesluit word.

3. SCOPE OF THE SCHEME

(1) The scheme provides for the purchase of a building site and or the erection or purchase of a dwelling within a reasonable distance from the employing local authority of the employee, or for the enlargement, improvement or structural maintenance of such dwelling, provided the local authority is of the opinion that such enlargement, improvement or maintenance is essential, or for the erection of any outbuildings thereto, or for purposes of compliance in respect of such dwelling or any outbuildings thereto with any requirements of a local authority.

(2) The applicant may apply for a loan to any of the financial institutions referred to in clause 4.

(3) As security for the loan the applicant is required to—

(a) pass a first mortgage bond for the full amount of the loan over the property concerned in favour of the financial institution; and

(b) enter into an agreement with the local authority, as set out in this scheme hereinafter. The agreement is intended to safeguard the local authority against any loss which might result from the fact that the local authority has guaranteed to the financial institution payment of a percentage of the loan.

(4) The guarantee liability of the local authority terminates when—

(a) the amount redeemed is equal to or more than the amount guaranteed; or

(b) the property is revalued and the difference between the revaluation and the balance of the loan is equal to or more than the amount guaranteed.

4. FINANCIAL INSTITUTIONS PARTICIPATING IN THE SCHEME

Any building society registered with the Registrar of Financial Institutions or other institution approved by the Industrial Council for the purposes of the scheme may participate in this scheme.

5. RATE OF INTEREST

The rate of interest payable by the borrower shall be the rate determined from time to time by the participating financial institution, subject, however, to the maximum rate as determined by the building societies.

6. PERIOD OF LOAN

The maximum period for the repayment of a loan shall not exceed 30 years.

7. MAXIMUM LOAN OBTAINABLE

(1) The maximum loan that may be granted in any individual case is—

(a) indicated in Annexure A in the case of an employee who wishes to erect or purchase a dwelling. (The amount is calculated by adding to the annual salary in the first column the employee's service bonus, the employer's annual contribution to the Pension fund, as well as the employer's annual contribution to a medical aid scheme);

(b) calculated at one third of the amount shown in Annexure A in the case of an employee who intends purchasing a building site.

(2) The amount of the loan is further limited to the difference between—

(a) the purchase price of the building site or the price or cost of erection of the dwelling (including the purchase price of the land); and

(b) the cash amount, if any, paid by the applicant in settlement of the said price or cost:

Provided that the said purchase price and/or cost of erection does not exceed the valuation determined by the financial institution concerned and accepted by the local authority.

8. ADDITIONAL LOANS

Subject to the conditions referred to in clause 7 and the maximum loan limits referred to in Annexure A, a borrower who acquired a dwelling under the scheme may be granted—

(a) one further loan while employed by the same employing local authority to acquire an alternative dwelling; or

(b) one additional loan while employed by the same employing local authority: Provided that the said loan may be utilised only to effect fixed improvements to the first dwelling or the stand on which it is situated.

9. TRANSFER DUTY AND OTHER COSTS

Loans do not cover transfer duty, transfer costs, cost of registration of the bond, inspection fees, architect's fees and other incidental costs. These costs shall be borne by the applicant.

10. INSURANCE

(1) A house-owner's comprehensive insurance policy issued by a company approved by the mortgagee is compulsory and one twelfth of the insurance premium of such policy shall be included in the stop order in respect of the monthly instalments on the loan.

(2) 'n Lener moet 'n lewensversekeringspolis uitneem vir 'n bedrag wat minstens gelyk is aan die gewaarborgde bedrag en dit aan die plaaslike bestuur sedeer vir so lank as wat die plaaslike bestuur aanspreeklik is vir die gewaarborgde bedrag.

11. BESTAANDE VERBANDE

Lenings ingevolge die skema word nie toegestaan om reeds bestaande verbande te vervang nie, behalwe in die geval van—

(1) 'n verband op onbeboude grond waarop die aansoeker 'n woning met behulp van 'n lening ingevolge hierdie skema oprig; en

(2) 'n verband of verbande op 'n woning waar daar tot tevredenheid van die plaaslike bestuur bewys gelewer word dat die verband of verbande—

(a) betrekking het op 'n lening wat aangewend is as regstreekse betaling van die koste van die eiendom, of die koste wat aangegaan is om verbeterings aan die eiendom aan te bring; en

(b) voorwaardes bevat wat na die mening van die plaaslike bestuur so swaar druk dat dit ondersteuning kragtens die skema regverdig.

Aansoeke om die vervanging van die verband(e) in subklousules (1) en (2) hierbo bedoel, word oorweeg slegs indien die lening beskikbaar ooreenkomstig die skema voldoende is om die verbande af te los. Die koste verbonde aan die kansellering van 'n bestaande verband(e) moet deur die aansoeker gedra word.

12. FREKWENSIE VAN LENINGS

(1) Benewens die bepalings van klousule 8 (1) hierbo word geen verdere lening om 'n ander woning/bouperseel te bekom, toegestaan aan iemand aan wie 'n lening reeds ooreenkomstig die skema toegestaan is nie, tensy hy by 'n ander plaaslike bestuur in diens getree het.

(2) In die gevalle in klousules 8 (1) en 12 (1) hierbo vermeld, word 'n verdere lening alleen oorweeg indien die aansoeker die eiendom verkoop wat hy met die vorige lening bekom het, die verband daarop delg en die balans van die opbrengs (min oordrag- en verbandkoste op die verdere eiendom en ook agentekommissie en prokureurskoste ten opsigte van die verkoopte woning/bouperseel) op die verdere eiendom afbetaal.

(3) Die bedrag wat inbetaal moet word, kan na goeddunke van die plaaslike bestuur verminder word, maar mag nie minder wees nie as 'n bedrag soos volg bereken:

(a) As die aansoeker binne 12 maande na die delging van die verband op die eerste/vorige eiendom 'n ander eiendom koop, moet hy die volle opbrengs (min toelaatbare aftrekkings waarvoor dokumentêre bewys gelewer moet word) aanwend ter vermindering van die koopprys van die verdere eiendom wat hy aankoop;

(b) na verloop van 12 maande word die opbrengs (min toelaatbare aftrekkings) met 20 persent per jaar verminder, sodat as die aansoeker binne twee jaar na die verkoop van die vorige eiendom 'n eiendom wil koop, hy 80 persent van die opbrengs van die vorige eiendom moet inbetaal, binne drie jaar 60 persent, ensovoorts, totdat hy na verstryking van vyf jaar geen inbetaling hoef te doen nie;

(c) die bedrag (opbrengs) wat inbetaal moet word, word soos volg bereken:

Die verkoopprys van die vorige woning, min toelaatbare aftrekkings wat die volgende behels:

(i) Die balans van die lening wat afgelos is;

(ii) prokureurskoste (verbandkansellasie en die opstel van koopakte) en agentekommissie ten opsigte van die verkoop van die vorige woning wat deur die lener/aansoeker betaal is; en

(iii) hereregte en transport- en verbandkoste wat die aansoeker moet betaal vir die woning wat hy voornemens is om te koop.

13. PROSEDURE OM 'N LENING TE BEKOM

(1) Die aansoeker, die departementshoof en die stadsklerk, of hul gemagtigdes, moet onderskeidelik Deel A, B en C van die aansoekvorm, Bylae B, invul.

(2) Die aansoeker moet die ingevulde vorm indien by die finansiële instelling waar om 'n lening aansoek gedoen word.

(3) Indien die finansiële instelling bereid is om die lening aan te beveel, moet hy Deel D van die aansoekvorm invul en dit aan die plaaslike bestuur stuur, tesame met die nodige dokumente, bv. planne, spesifikasies en tenders.

(4) Indien die lening goedgekeur is moet die aansoeker deur die stadsklerk of sy gemagtigde versoek word om die gedeelte van die ooreenkoms wat deur hom geteken moet word, te frankeer en te onderteken, om die versekeringspolis wat hy as sekuriteit aangebied het aan die plaaslike bestuur te sedeer en dit aan hom te stuur, tesame met die nodige aftrekorder (Bylae C) behoorlik ingevul en onderteken. By ontvangs van die betrokke dokumente moet die stadsklerk of sy gemagtigde die betrokke finansiële instelling in kennis stel dat die lening goedgekeur is. (Daar word aanbeveel dat die plaaslike bestuur aan die stadsklerk, of sy gemagtigde, bevoegdheid delegeer om lenings goed te keur.)

(2) A borrower must take out a life insurance policy for an amount at least equal to the guaranteed amount and must cede it to the local authority for as long as the local authority is liable for the guaranteed amount.

11. EXISTING BONDS

Loans will not be granted under the scheme in substitution for existing bonds, except in the case of—

(1) a bond on vacant land on which the applicant is building a dwelling with the said of a loan granted under this scheme; and

(2) a bond or bonds on a dwelling where proof is submitted to the satisfaction of the local authority that such bond or bonds—

(a) pertain(s) to a loan used as a direct payment towards the cost of the property, or the costs incurred to improve the property; and

(b) contain(s) conditions which in the opinion of the local authority are so onerous as to justify assistance under this scheme.

Application(s) for the substitution of bond(s) referred to in subclauses (1) and (2) above, will be considered only if the loan available under the scheme is sufficient to redeem the bonds. The cost of cancellation of an existing bond or bonds must be borne by the applicant.

12. FREQUENCY OF LOANS

(1) In addition to the provisions of clause 8 (1) above, no further loans for the acquisition of another dwelling/building site will be considered for a person to whom a loan has already been granted in terms of this scheme, unless such employee has entered the service of another local authority.

(2) In the events referred to in clauses 8 (1) and 12 (1) above, a further loan will be considered only if the applicant sells the property acquired under the previous loan, redeems the bond on its, and uses the balance of the proceeds (less transfer and bond charges on the further property as well as agent's commission and attorney's fees on the property/building site sold) towards paying for the further property.

(3) The amount to be paid in may, at the discretion of the local authority, be reduced but shall not be less than an amount determined as follows:

(a) If the applicant purchases a further property within 12 months after redemption of the bond on the first/previous property, he must use the full proceeds (less allowable deductions for which documentary evidence must be produced) to reduce the purchase price of the further property he acquired;

(b) after 12 months have elapsed, the proceeds (less allowable deductions) will be reduced by 20 per cent per annum, in order that, should the applicant wish to purchase a property within two years of the sale of the previous property, he will be required to pay 80 per cent of the proceeds of the previous property on the further property, within three years 60 per cent, etcetera, until after five years no payment will be required;

(c) the amount (proceeds) to be paid shall be calculated as follows:

The selling price of the previous dwelling, less allowable deductions which comprise the following:

(i) The balance of the loan that has been redeemed;

(ii) attorney's fees (cancellation of bond and the drafting of a deed of sale), agent's commission in respect of the sale of the previous dwelling paid by the borrower/applicant; and

(iii) transfer duty and transfer and bond charges to be paid by the applicant for the dwelling he intends purchasing.

13. PROCEDURE FOR OBTAINING A LOAN

(1) The applicant, the departmental head and the town clerk, or their assignees, shall respectively complete Parts A, B and C of the application form, Annexure B.

(2) The applicant shall then submit the completed form to the financial institution to whom application for a loan is made.

(3) If the financial institution is prepared to recommend the loan, it shall complete Part D of the application form and forward it to the local authority, together with the required documents, e.g. plans, specifications and tenders.

(4) If the loan has been approved, the applicant shall be requested by the town clerk or his assignee to stamp and sign the relevant part of the agreement, to cede to the local authority any insurance policy which he has offered as security and to transmit such policy to the local authority, together with the necessary stop order (Annexure C) duly completed and signed. On receipt of the relevant documents, the town clerk or his assignee shall notify the financial institution concerned that the loan has been approved. (It is suggested that the local authority delegate the power to approve loans to the town clerk or his assignee.)

(5) By ontvangs van die goedkeuring moet die finansiële instelling die aansoeker in kennis stel van die verdere stappe wat hy moet doen.

(6) Wanneer die aansoeker deur die finansiële instelling daartoe versoek word, moet hy die volmag om 'n verband te passeer en die ander nodige dokumente onderteken.

14. OOREENKOMS

(1) Die plaaslike bestuur moet 'n ooreenkoms met die lener aangaan waarin daar, benewens ander voorwaardes in die skema genoem, ten minste ook vir die volgende voorsiening gemaak word:

(a) Die lener onderneem teenoor die plaaslike bestuur, wat die waarborg verskaf (hierna die eerste plaaslike bestuur genoem)—

(i) om aan die eerste plaaslike bestuur onvoorwaardelik, onherroeplik en *in rem suam* magtiging te verleen om maandeliks die bedrag wat kragtens voormelde verband betaalbaar is, met inbegrip van premies betaalbaar ten opsigte van die polis in klousule 10 (1) bedoel, van die lener se salaris af te trek en om die nodige betalings namens en ten behoewe van die lener aan die betrokke finansiële instelling en versekeringsmaatskappy, te maak, en om die nodige aftrekorder vir dié doel te onderteken;

(ii) om, indien hy in diens van 'n ander plaaslike bestuur tree, sy vorderingsreg ten opsigte van sy salaris tot en met 'n bedrag soos in subklousule (1) (a) (i) bedoel aan die eerste plaaslike bestuur te sedeer, om 'n sessie ten gunste van die eerste plaaslike bestuur vir dié doel te gee en om daarbenewens 'n aftrekorder vir daardie bedrag te onderteken;

(iii) om, indien hy in diens van enige ander plaaslike bestuur tree, die eerste plaaslike bestuur onmiddellik in kennis te stel van die adres van sodanige ander plaaslike bestuur;

(iv) om, indien hy met verlof sonder besoldiging is, alle paaiemente wat kragtens voormelde verband gedurende sodanige tydperk betaalbaar word regstreeks aan die eerste plaaslike bestuur te betaal. Indien hy versuim om genoemde paaiemente te betaal, onderneem die lener om die eerste plaaslike bestuur of, indien hy diens by 'n ander plaaslike bestuur aanvaar het, sodanige ander plaaslike bestuur te magtig om die nodige aftrekkings van sy salaris en toelaes ter vereffening van die uitstaande paaiemente te maak sodra hy diens hervat;

(v) om, indien die lener die diens van die eerste plaaslike bestuur verlaat om diens by 'n ander plaaslike bestuur in 'n ander provinsie te aanvaar en sy pensioenvoordele na 'n pensioenfonds in daardie provinsie oorgedra word, en indien die eerste plaaslike bestuur besluit dat die bedrag wat nog deur die lener aan die betrokke finansiële instelling verskuldig is om die eerste plaaslike bestuur van sy waarborgaanspreeklikheid te onthef, onmiddellik betaal moet word, sodanige bedrag onmiddellik te betaal;

(vi) om, indien en sodra die eiendom wat as sekuriteit vir die lening gestel is deur die betrokke finansiële instelling in eksekusie verkoop word, aan die eerste plaaslike bestuur die bedrag te betaal wat nodig is om die eerste plaaslike bestuur van sy waarborgaanspreeklikheid te onthef. Hierdie bedrag moet geld as 'n likiede skuld wat *ipso facto*, verreken kan word teen enige bedrag wat die eerste plaaslike bestuur aan die lener skuld en teen pensioenvoordele wat aan die lener betaalbaar is;

(vii) om die eerste plaaslike bestuur te vrywaar teen betaling van alle bedrae, met inbegrip van koste, wat die eerste plaaslike bestuur genoodsaak is om kragtens of ingevolge die borgakte aan die betrokke finansiële instelling te betaal, en die lener onderneem om sodanige bedrae op aanvraag aan die eerste plaaslike bestuur te betaal;

(viii) om 'n lewenspolis uit te neem vir minstens die bedrag wat nodig is om die eerste plaaslike bestuur van sy waarborgaanspreeklikheid te onthef, en om dit aan die eerste plaaslike bestuur te sedeer solank die eerste plaaslike bestuur aldus aanspreeklik is;

(ix) om ten tyde van sy aftrede, bedanking of ontslag die bedrag wat nodig is om die eerste plaaslike bestuur van sy waarborgaanspreeklikheid te onthef onmiddellik aan die eerste plaaslike bestuur te betaal;

(x) om onvoorwaardelik en onherroeplik magtiging aan die eerste plaaslike bestuur te verleen om ten tyde van sy aftrede, bedanking of ontslag onmiddellik en sonder voorafgaande kennisgewing die bedrag in subklousule (2) bedoel af te trek van die jaargeld, gratifikasie of ander voordeel wat sodanige lener ingevolge enige wet betreffende pensioene toekom;

(xi) om nie die eiendom wat as sekuriteit vir die lening gestel is, te verkoop of op 'n ander wyse te vervreem of te beswaar nie, voordat 'n bedrag gelykstaande met die bedrag deur die eerste plaaslike bestuur gewaarborg, terugbetaal is of voordat 'n waarborg wat vir die eerste plaaslike bestuur aanneemlik is, verstrek is vir die betaling van sodanige bedrag by vervreemding van die eiendom;

(5) On receipt of the approval the financial institution shall advise the applicant of the further steps to be taken by him.

(6) When requested to do so by the financial institution, the applicant shall sign a power of attorney to pass a bond as well as any other necessary documents.

14. AGREEMENT

(1) The local authority shall enter into an agreement with the borrower wherein, apart from other conditions stated in the scheme, provision shall at least be made for the following:

(a) The borrower undertakes in respect of the local authority furnishing the guarantee (hereinafter referred to as the first local authority)—

(i) to grant authority to the first local authority unconditionally, irrevocably and *in rem suam* monthly to deduct from the borrower's salary any amount which is payable under the aforementioned mortgage bond, including premiums payable in respect of the policy referred to in clause 10 (1), and to make the necessary payments to the financial institution and the insurance company concerned in the name and on behalf of the borrower, and to sign the necessary stop order for this purpose;

(ii) in the event of his entering the service of another local authority, to cede to the first local authority his claim in respect of his salary up to and including the amount referred to in subclause (1) (a) (i), to give a cession in favour of the first local authority for this purpose and, in addition, to sign a stop order for that amount;

(iii) in the event of his entering the service of any other local authority, to notify the first local authority immediately of the address of such other local authority;

(iv) in the event of his being on unpaid leave, to pay direct to the first local authority all instalments payable under the aforementioned bond during such period. Should he fail to pay the said instalments, the borrower undertakes to authorise the first local authority or, if he has entered the service of another local authority, such other local authority, to make the necessary deductions from his salary and allowances in settlement of the outstanding instalments as soon as he resumes duty;

(v) in the event of the borrower leaving the service of the first local authority to assume duty with another local authority in another province and transferring his pension benefits to a pension fund in that province, and in the event of the first local authority deciding that such amount as is still owing by the borrower to the financial institution concerned to release the first local authority of its liability under the guarantee, should be paid immediately, to pay such amount immediately;

(vi) in the event of the property offered as security for the loan being sold in execution by the financial institution concerned, to pay to the first local authority upon the property being thus sold, the amount necessary to release the first local authority of it's liability under the guarantee —this amount to constitute a liquid debt which may *ipso facto* be set off against any amount which the first local authority may owe the borrower and any pension moneys payable to the borrower;

(vii) to indemnify the first local authority against the payment of any amounts, including costs, which the first local authority is obliged to pay under or in terms of the security bond with the financial institution concerned, and to pay on demand such amounts to the first local authority;

(viii) to take out a life insurance policy for the minimum amount necessary to release the first local authority of its liability under the guarantee, and to cede such policy to the first local authority as long as the first local authority is thus liable;

(ix) to pay the first local authority immediately at the time of his retirement, resignation or discharge, the amount necessary to release it of its liability under the guarantee;

(x) to authorise the first local authority unconditionally and irrevocably to deduct immediately at the time of his retirement, resignation or discharge and without prior notice, the amount referred to in subclause (2) from any annuity, gratuity or any other benefit which may accrue to the borrower under any pension act;

(xi) not to sell or in any other way alienate or encumber the property which was offered as security for the loan, until an amount equivalent to the amount guaranteed by the first local authority has been repaid or until a guarantee which is acceptable to the first local authority has been furnished for such payment upon the alienation of the property;

(xii) om nie gedurende die geldigheid van die waarborg deur die eerste plaaslike bestuur verskaf die eiendom wat as sekuriteit vir die lening gestel is sonder die voorafverkreë goedkeuring van die eerste plaaslike bestuur te verhuur nie.

(b) Die eerste plaaslike bestuur kan die eiendom te eniger tyd voor of na die aankoop of die bou van die woning betree en inspekteer en die koste verbonde aan so 'n inspeksie op die lener verhaal. Hierdie koste kan in mindering gebring word van enige bedrae hoegenaamd wat die eerste plaaslike bestuur aan die lener verskuldig is.

(2) In die ooreenkoms wat die eerste plaaslike bestuur met die finansiële instelling aangaan, moet die plaaslike bestuur bepaal dat die aanspreeklikheid van die eerste plaaslike bestuur teenoor die betrokke finansiële instelling kragtens die waarborg beëindig word wanneer die aanspreeklikheid ingevolge die verband wat gepasseer is, verminder is tot 80 persent van die finansiële instelling se waardasie van die eiendom ten tyde wanneer die beëindiging aangevra word.

15. BESKIKBAARHEID VAN FONDSE

Daar moet benadruk word dat die toestaan van lenings sal afhang van die mate waarin die deelnemende finansiële instellings fondse beskikbaar het om die skema te finansier.

16. ALGEMEEN

(1) Die betrokke finansiële instelling moet die plaaslike bestuur in kennis stel onmiddellik nadat die verband geregistreer is en, in die geval van 'n boulening, ook vanaf watter datum paaiemente betaalbaar is, en die plaaslike bestuur moet dadelik ontvangs van die kennisgewing skriftelik erken en terselfdertyd bevestig dat die aftrekorder in werking gestel is.

(2) Indien die lener sterf, aftree, bedank of afgedank word, moet die stadsklerk so gou moontlik—

(a) die betrokke finansiële instelling versoek om hom te verwittig van die eiendom se huidige markwaarde en van die bedrag wat nog ingevolge die waarborg verskuldig is;

(b) die stadstesourier versoek om soveel van die lener se finale salaris as wat nodig om die balans van die gewaarborgde bedrag af te los in die kredit van die plaaslike bestuur oor te betaal; en

(c) reëlings tref dat die lener se bydraes tot 'n pensioenfonds of soveel daarvan as wat nodig is, aan die plaaslike bestuur oorbetaal word, indien die finale salaris nie voldoende is om die waarborg af te los nie.

(3) Wanneer 'n verbandskuld ten volle afgelos is, moet die finansiële instelling die plaaslike bestuur daarvan verwittig. By ontvangs van die kennisgewing moet die vordering en oorbetaling van paaiemente op die verbandskuld onmiddellik gestaak word.

(4) 'n Aftrekorder moet nie op versoek van 'n lener gekanselleer en oorbetaling van paaiemente gestaak word sonder die goedkeuring van die stadsklerk of sy gemagtigde nie.

(5) Die stadsklerk moet die betrokke finansiële instelling in kennis stel wanneer 'n lener wie se lening nog deur die plaaslike bestuur gewaarborg word—

(a) met verlof sonder besoldiging gaan en terugkeer; of

(b) oorgeplaas word na 'n ander plaaslike bestuur in die Transvaal.

(6) Die bedrae wat ingevolge aftrekorders afgetrek word, moet maandeliks deur die betrokke plaaslike bestuur aan die bepaalde tak van die betrokke finansiële instelling oorbetaal word en sodanige betalings moet geskied by wyse van *een* tjek wat vergesel moet wees van 'n staat wat die volgende inligting bevat:

(a) Die lener se naam;

(b) die bedrag wat afgetrek is;

(c) die finansiële instelling se verwysingsnommer.

(7) Die plaaslike bestuur moet die Gemeenskaplike Munisipale Pensioenfonds of 'n ander munisipale pensioenfonds waarvan die lener lid is of mag word, in kennis stel van 'n waarborg deur hom uitgereik ingevolge hierdie skema.

17. KOLLATERALE SEKURITEIT

(1) Ingevolge artikel 13 van die Wysigingswet op Finansiële Instellings, 1973 (Wet 67 van 1973), moet daar ten opsigte van behuisingslenings nie net 'n persentasie van die leningsbedrag gewaarborg word nie, maar moet daar ook 'n bedrag in kontant as kollaterale sekuriteit by die finansiële instelling inbetaal word ten opsigte van elke lening.

(2) Die huidige gebruik van plaaslike besture om beleggings globaal te maak, kan nie beskou word as kollaterale sekuriteit nie, en lenings wat reeds goedgekeur is moet gerugsteun word deur spesifieke beleggings tot dekking daarvan. Daar moet ten alle tye gebruik gemaak word van Bylae D van hierdie skema.

(xii) during the validity of the guarantee furnished by the first local authority, not to let the property given as security for the loan without the prior approval of the first local authority.

(b) The first local authority shall have the right to enter and inspect the property at any time before the purchase of the building or the dwelling, or at any time thereafter and to recover the costs incurred by such inspection from the borrower. These costs may be set off against any amount whatsoever owing by the first local authority to the borrower.

(2) In the agreement entered into between the first local authority and the financial institution the local authority shall provide that the liability of the first local authority under the guarantee towards the financial institution concerned shall be terminated when the liability under the bond passed is reduced to 80 per cent of the financial institution's valuation of the property at the time termination is requested.

15. AVAILABILITY OF FUNDS

It must be emphasised that the granting of loans will depend on the extent to which participating financial institutions have funds available to finance the scheme.

16. GENERAL

(1) The financial institution concerned shall notify the local authority immediately that the bond has been registered, stating also, in the case of a building loan, the date on which the first instalment becomes payable, and the local authority shall immediately acknowledge receipt of the notice in writing and at the same time confirm that the stop order has been put into effect.

(2) Should the borrower die, retire, resign or be discharged, the town clerk shall as soon as possible—

(a) request the financial institution concerned to advise him of the present market value of the property and the amount still owing under the guarantee;

(b) request the town treasurer to pay over to the credit of the local authority as much of the borrower's final salary as may be necessary to redeem the balance of the amount guaranteed; and

(c) arrange for the borrower's contributions to any pension fund, or as much thereof as may be required, to be paid to the local authority, if the final salary is not sufficient to redeem the guarantee.

(3) When a mortgage debt has been fully redeemed, the financial institution shall inform the local authority accordingly. On receipt of such notification, the recovery and payment of instalments in respect of the mortgage debt shall be discontinued forthwith.

(4) A stop order shall not be cancelled and payment of instalments discontinued at the request of the borrower without the consent of the town clerk or his assignee.

(5) The town clerk shall notify the *financial institution* concerned whenever a borrower whose loan is still guaranteed by the local authority—

(a) takes unpaid leave and returns; or

(b) is transferred to another local authority in the Transvaal.

(6) Any amounts deducted in accordance with stop orders shall be paid over monthly by the local authority concerned to the specified branch of the financial institution concerned, and such payments shall be made by a single cheque accompanied by a statement containing the following information:

(a) The borrower's name;

(b) the amount deducted;

(c) the financial institution's reference number.

(7) The local authority shall inform the Joint Municipal Pension Fund or any other municipal pension fund of which the borrower is or may become a member, of a guarantee issued by it in terms of this scheme.

17. COLLATERAL SECURITY

(1) Section 13 of the Financial Institutions Amendment Act, 1973 (Act 67 of 1973), provides that, in respect of housing loans, not only should a percentage of the loan amount be guaranteed, but also that a cash amount should be deposited with the financial institution as collateral security in respect of each loan.

(2) The current practice of local authorities to make lump sum investments cannot be regarded as collateral security and loans which have already been approved must be supported by specific investments to cover them. Use should at all times be made of Annexure D to this scheme.

AFDELING B.—BEHUISINGSUBSIDIESKEMA

1. VEREISTES WAARAAN VOLDOEN MOET WORD

(1) Ten einde vir 'n subsidie in aanmerking te kom, moet 'n werknemer—

(a) 'n bydraende lid wees van 'n Transvaalse munisipale pensioenfonds en in 'n permanente voltydse hoedanigheid in diens wees van die betrokke plaaslike bestuur met *inbegrip* van 'n vakleerling maar *uitgesonderd* 'n gesubsidieerde arbeider, 'n geleentheidswerknemer, 'n onafhanklike kontraktant, lashebber of verteenwoordiger;

(b) mondig wees [met uitsondering van 'n ongetroude tydelike werknemer en 'n getroude vrou wat nie noodwendig die enigste broodwinner van haar gesin, soos in subklousule (3) hieronder omskryf, is nie];

(c) 'n woning besit—

(i) wat in die werknemer se eie naam of in sy/haar gade se naam of gesamentlik in die naam van die eggenoot en eggenote geregistreer is;

(ii) wat normaalweg deur sodanige werknemer bewoon word: Met dien verstande dat 'n raad na goeddunke en op sodanige voorwaardes as wat hy bepaal, aan 'n werknemer wat 'n geregistreerde verbandlening van 'n finansiële instelling verkry het vir die oprigting van 'n woning wat by registrasie van die verbandlening egter nog nie vir bewoning voltooi is nie, 'n behuisingsubsidie kan betaal vanaf die datum waarop sodanige werknemer sy eerste paaiement betaal of sodanige paaiement van sy salaris afgetrek word, en ook onderworpe aan klousule 2 (1) (b) van die Behuisingsleningskema;

(iii) ten opsigte waarvan daar 'n geregistreerde verbandlening (en nie 'n huurkoopkontrak nie) bestaan wat aangewend is om die woning aan te koop of te laat oprig of vir vaste verbeterings/veranderings (insluitende buitegeboue) daarvan of aan die terrein (dit wil sê sodanige verbeterings/veranderings sal permanent deel van die woning/terrein bly) en wat verkry is van—

(aa) die Nasionale Behuisingskommissie of die Gemeenskapsontwikkelingsraad of 'n plaaslike bestuur of 'n finansiële instelling wat by die Registrateur van Finansiële Instellings geregistreer is; of

(ab) 'n ander instelling wat deur die Nywerheidsraad vir die doeleindes van die skema goedgekeur word; en

(iv) wat geleë is binne die regsgebied van 'n plaaslike bestuur;

(d) of sy/haar gade of hy en sy gade/sy en haar gade gesamentlik nie 'n ander afbetaalde woning besit ten opsigte waarvan hy/sy voorheen 'n subsidie ontvang het nie;

(e) nie reeds 'n behuisings- of dergelike toelae ontvang nie.

(2) Waar daar ook al in hierdie skema na 'n woning verwys word, word daar geag dat dit ook 'n wooneenheid kragtens die Wet op Deeltitels, 1971 (Wet 66 van 1971), insluit.

(3) Vir die doeleindes van hierdie skema beteken die uitdrukking "enigste broodwinner" 'n getroude vroulike werknemer wat noodwendig die enigste broodwinner van haar gesin is omrede haar eggenoot—

(a) permanent medies ongeskik is om 'n besoldigde betrekking te bekom; en

(b) se inkomste, uit alle bronne hoogstens die volgende maksimum bedrae beloop:

(i) Die toepaslike maksimum basiese maatskaplike pensioen voorgeskryf by regulasies uitgevaardig kragtens tersaaklike wetgewing; plus

(ii) die maksimum toelae vir 'n oudstryder aan wie 'n maatskaplike pensioen toegeken is; plus

(iii) die maksimum toelae wat as gevolg van 'n laat aansoek om 'n maatskaplike pensioen aan 'n persoon betaal word.

2. DATUM MET INGANG WAARVAN DIE SUBSIDIE BETAALBAAR IS

Die subsidie is aan werknemers betaalbaar met ingang van die datum waarop die behuisingsooreenkoms in werking tree, of vanaf die eerste dag van die maand waarin die eerste maandelikse paaiement op 'n verbandlening betaalbaar is, naamlik die jongste datum. Hierdie klousule is ook van toepassing op 'n persoon wat aansoek doen om 'n verhoogde subsidie soos in klousule 5 beoog word.

DIVISION B.—HOUSING SUBSIDY SCHEME

1. CONDITIONS WHICH MUST BE COMPLIED WITH

(1) In order to qualify for a housing subsidy—

(a) an employee shall be a contributing member of a Transvaal municipal pension fund and be employed in a full-time permanent capacity by the local authority concerned, *including* an apprentice but *excluding* a subsidised labourer, an occasional employee, an independent contractor, mandatary or representative;

(b) an employee shall be of age [excluding an unmarried temporary employee and a married female who is not necessarily the sole bread-winner of her family as defined in subclause (3) below];

(c) an employee shall own a dwelling—

(i) which is registered in his/her own name or in the name of his/her spouse or in the name of the husband and wife jointly;

(ii) which is normally occupied by such employee: Provided that a council may in its discretion and on such conditions as it may determine, pay an employee who has obtained a registered mortgage bond from a financial institution for the erection of a dwelling which, at the time of the registration of the mortgage bond, is not yet completed for occupation, a housing subsidy as from the date on which such employee pays his first instalment or such instalment is deducted from his salary, and also subject to clause 2 (1) (b) of the Housing Loan Scheme;

(iii) in respect of which a registered mortgage bond exists (and not a hire purchase contract) which was used for the purchase or erection of the dwelling or for immovable improvements/alterations (including outbuildings) thereto or to the site (i.e. improvements/alterations which will remain a permanent feature of the dwelling/site) and which mortgage bond was obtained from—

(aa) the National Housing Commission or the Community Development Board or a local authority or a financial institution registered with the Registrar of Financial Institutions; or

(ab) such other institution as may be approved by the Industrial Council for the purposes of the scheme; and

(iv) which is situated within the area of jurisdiction of a local authority;

(d) an employee or his/her spouse or he and his spouse/she and her spouse jointly shall not own another paid-off dwelling in respect of which he/she previously received a housing subsidy;

(e) an employee shall not already be the recipient of a housing or similar allowance.

(2) Any reference made to a dwelling in this scheme shall also be deemed to include a residential unit in terms of the Sectional Titles Act, 1971 (Act 66 of 1971).

(3) For the purposes of this scheme, the expression "sole bread-winner" means a married female employee who is necessarily the sole bread-winner of her family on account of the fact that her spouse—

(a) is permanently medically unfit to obtain remunerative employment; and

(b) receives an income which in total does not exceed the following maximum amount:

(i) The appropriate maximum basic social pension as prescribed by regulations promulgated in terms of any applicable legislation; plus

(ii) the maximum allowance for a war veteran to whom a social pension has been awarded; plus

(iii) the maximum allowance paid to a person as a result of a late application for a social pension.

2. DATE WITH EFFECT FROM WHICH THE SUBSIDY BECOMES PAYABLE

The subsidy is payable to employees from the date on which the housing agreement comes into operation, or from the first day of the month in which the first monthly payment on a mortgage loan is due, whichever is the later. This clause also applies to a person applying for an increased subsidy as contemplated in clause 5.

3. BEREKENING VAN SUBSIDIE: BEPERKINGS EN VOORWAARDES

(1) Benewens ander spesifieke beperkings en voorwaardes elders in hierdie Ooreenkoms bepaal, is die betaling van die subsidie ook onderworpe aan die volgende voorwaardes:

(a) Die subsidie moet 55 % (persent) bedra van 'n werknemer se maandelikse paaiement op sy behuisingslening, bereken oor 'n delgingstermyn van hoogstens 30 jaar: Met dien verstande dat werknemers wat tans 'n hoër subsidie ontvang nie benadeel word nie;

(b) subsidie word op 'n bedrag van hoogstens R60 000 betaal;

(c) 'n subsidie kan ook betaal word ten opsigte van 'n goedgekeurde vrywillige vaste bedrag (kapitaaldelging) wat 'n werknemer met die goedkeuring van sy werkgewer en verbandhouer bo en behalwe sy verpligte maandelikse paaiement betaal: Met dien verstande dat sodanige vrywillige vaste betaling tesame met sy verpligte maandelikse paaiement, na berekening van die subsidie, altesaam nie 'n bedrag gelyk aan 30 persent van die totaal van sy bruto maandelikse basiese salaris en enige vaste toelaes mag oorskry nie.

(2) As die leningsbedrag, of die totaal van twee of meer leningsbedrae ten opsigte van dieselfde woning meer as R60 000 bedra, moet die aansuiwering soos volg gemaak word:

$$\frac{A}{1} \times \frac{B}{C} = D$$

[A = Subsidie op werklike paaiement, bereken ooreenkomstig klousule 3 (1) (a).
B = R60 000.
C = Leningsbedrag (of totaal van twee of meer leningsbedrae).
D = Subsidie betaalbaar.]

(3) As 'n tweede woning in 'n werknemer of sy gade se naam gesamentlik in sy en sy gade se naam geregistreer is, ten opsigte waarvan 'n behuisingsubsidie voorheen aan hom betaal is, en daar nog 'n verbandbalans op sodanige woning is wat nie deur hom en sy afhanklikes bewoon word nie, en die verbandbalans minder is as die verbandlening op die woning wat wel deur hom en sy afhanklikes bewoon word, moet die subsidie soos volg verminder word:

$$A \times \frac{(B-C)}{B} = \text{verminderde subsidie betaalbaar.}$$

A verteenwoordig die subsidie wat bereken is ooreenkomstig klousule 3 (1) (a) en, waar van toepassing, subklousule (2); B verteenwoordig die volle bedrag van die lening op die woning wat deur hom en sy afhanklikes bewoon word, en C verteenwoordig die bedrag wat reeds gedelg is op die kapitaalbedrag van die verbandlening op die woning wat nie deur hom en sy afhanklikes bewoon word nie.

(4) Waar 'n werknemer 'n groep wooneenhede besit waarop daar slegs een verbandlening is (bv. twee wonings op verskillende persele, 'n skakelhuis, 'n woonhuis en 'n afsonderlike woonstel op dieselfde perseel, ens.) en hy en sy afhanklikes self die een wooneenheid bewoon en die ander verhuur, of as hy 'n gedeelte van of al die buitegeboue verhuur by die woning wat hy en sy afhanklikes self bewoon, moet die subsidie soos volg bepaal word:

(a) Die bedrag van die maandelikse huurgeld wat ontvang word, synde 'n ekonomiese maandelikse huurgeld soos deur die Raad bepaal, moet verminder word met 'n bedrag gelyk aan die maandelikse totaal van die—

(i) munisipale heffings (eiendomsbelasting, rioolaansluiting en vullisverwydering);

(ii) huiseienaarsversekeringspremie; en

(iii) agente-invorderingskommissie,

wat by die huurgeld ingesluit kan word: Met dien verstande dat in die geval van (i) en (ii) hierbo, sodanige heffings en/of versekeringspremie afsonderlik ten opsigte van die verhuurde wooneenheid deur die betrokke plaaslike bestuur en/of versekeringsmaatskappy gehef word (in teenstelling met 'n gesamentlike heffing en/of premie ten opsigte van die groep wooneenhede).

(b) Die aldus verminderde bedrag (huurgeld) of onverminderde bedrag, indien paragraaf (a) nie van toepassing is nie, moet vervolgens afgetrek word van die bedrag van die maandelikse terugbetaling (kapitaal- en rentedelging) op die verbandlening, en die subsidie moet dan op die oorblywende gedeelte (indien daar is) van die maandelikse terugbetaling bereken word.

(5) Indien 'n werknemer se eerste paaiement op sy verbandlening betaalbaar is op die eerste dag van die maand volgende op die maand waarin die verbandlening geregistreer is en hy verplig is om rente op die verbandlening aan die verbandhouer te betaal vir die tydperk tussen gemelde twee datums, kan 'n subsidie ooreenkomstig klousule 3 (1) (a) en, waar van toepassing, subklousule (2) ten opsigte van die bedrag van sodanige rentebetaling aan hom betaal word, mits 'n aanvaarbare skriftelike bewys van sodanige rentebetaling ingedien word en die betrokkene en sy afhanklikes reeds op die datum van registrasie van die verbandlening die betrokke woning bewoon het.

3. CALCULATION OF SUBSIDY: RESTRICTIONS AND CONDITIONS

(1) In addition to other specific restrictions and conditions laid down elsewhere in this Agreement, the payment of the subsidy shall also be subject to the following conditions:

(a) The subsidy shall amount to 55 per cent of the employee's monthly instalment on his housing loan, calculated over a redemption period of not more than 30 years: Provided that employees who at present receive a higher housing subsidy shall not be penalised;

(b) a subsidy is paid on an amount not exceeding R60 000;

(c) a subsidy may also be paid in respect of an approved voluntary fixed payment (capital redemption) made by an employee with the approval of his employer and bondholder, over and above his compulsory monthly instalment: Provided that such voluntary fixed payment, together with his compulsory monthly instalment, shall, after calculation of the subsidy, not exceed an amount equal to 30 per cent of the total of his gross monthly basic salary and any fixed allowances.

(2) If the loan amount, or the total of two or more loan amounts in respect of the same dwelling, exceeds R60 000, the following adjustment shall be made:

$$\frac{A}{1} \times \frac{B}{C} = D$$

[A = Subsidy on actual payment, calculated in accordance with clause 3 (1) (a).

B = R60 000.

C = Amount of loan (or total of two or more loans).

D = Subsidy payable.]

(3) If a second dwelling is registered in the name of the employee or in the name of his spouse or in his and his spouse's names jointly, in respect of which a housing subsidy was previously paid to him, and an amount remains outstanding on the bond on such dwelling which is not occupied by him and his dependants and the balance of the mortgage on such dwelling is less than the mortgage loan on the dwelling which is actually being occupied by him and his dependants, the subsidy shall be reduced as follows:

$$A \times \frac{(B - C)}{B} = \text{reduced subsidy payable.}$$

A represents the subsidy calculated in accordance with clause 3 (1) (a) and, where applicable, subclause (2); B represents the full amount of the loan on the dwelling occupied by him and his dependants, and C represents the amount already redeemed on the capital amount of the mortgage loan on the dwelling not occupied by him and his dependants.

(4) Where an employee owns a group of residential units on which there is only one mortgage loan (e.g. two dwellings on different sites, a semi-detached dwelling, a dwelling and a separate apartment on the same site, etc.) and he and his dependants themselves occupy the one residential unit and let the other, or if he lets a portion of or all the outbuildings to the dwelling occupied by him and his dependants, the subsidy shall be determined as follows:

(a) The amount of the monthly rental received—this being an economical monthly rental as determined by the Council, shall be decreased by an amount equal to the monthly total of any—

(i) municipal levies (rates, sewerage connection and refuse removal);

(ii) home owners' insurance premium; and

(iii) agents' collecting commission,

which may be included in the rental: Provided that, in the case of (i) and (ii) above, such levies and/or insurance premium is levied separately in respect of the rented residential unit by the local authority concerned and/or the insurance company (in contrast with a joint levy and/or premium in respect of a group of residential units).

(b) The amount thus decreased (rental), or the undecreased amount if paragraph (a) is not applicable, shall then be deducted from the amount of the monthly repayment (capital and interest redemption) on the mortgage loan, and the subsidy shall then be calculated on the remaining portion (if any) of the monthly repayment.

(5) If an employee's first instalment on his mortgage loan is payable on the first day of the month following the month in which the mortgage loan is registered and he is obliged to pay the bondholder interest on the mortgage loan for the period between the two dates referred to, a subsidy in accordance with clause 3 (1) (a) and, where applicable, subclause (2) may be paid to him in respect of such payment of interest, provided acceptable written proof of such payment of interest is submitted and the employee concerned and his dependants already occupied the particular dwelling on the date of registration of the mortgage loan.

4. AANSOEK OM SUBSIDIE EN WYSE VAN BETALING

(1) 'n Werknemer wat vir 'n subsidie in aanmerking wil kom, moet die plaaslike bestuur skriftelik voorsien van alle besonderhede wat nodig is vir die berekening van die subsidie. Gegewens met betrekking tot verbandlaste, paaiemente en vrywillige betalings (kapitaaldelging) moet deur die verbandhouer as korrek gesertifiseer word. Daarbenewens moet die werknemer onderneem om die plaaslike bestuur skriftelik te verwittig van alle veranderings of vermindering van die subsidie in sy geval tot gevolg kan hê.

(2) Die werknemer moet, saam met sy aansoek, 'n aftrekorder indien wat deur die verbandhouer goedgekeur en onderteken is, waarby die plaaslike bestuur gemagtig word om die maandelikse paaiement aan die verbandhouer betaalbaar, met inbegrip van enige vrywillige betaling (kapitaaldelging), van die applikant se salaris af te trek.

(3) Subsidies moet maandeliks aan die betrokke werknemers betaal word op die datum waarop hul gewone maandelikse salarisse betaal word, en die bedrae wat op hul onderskeie aftrekorders verskyn, moet aan die betrokke verbandhouers oorbetaal word.

5. VERHOGING VAN SUBSIDIE

(1) Behoudens subklousule 3 en klousule 3 (1) (a) kan 'n verhoogde subsidie aan 'n werknemer betaal word indien—

(a) hy 'n verdere of verhoogde lening met goedkeuring van die plaaslike bestuur verkry om die woning ten opsigte waarvan 'n subsidie betaalbaar is, te vergroot, te verbeter of struktureel te onderhou of buitegeboue op te rig of om stappe te doen om ten opsigte van die woning of buitegeboue daarby, aan die vereistes van die plaaslike bestuur te voldoen: Met dien verstande dat die plaaslike bestuur oortuig is dat sodanige vergroting, verbetering of strukturele onderhoud binne redelike perke is; of

(b) die rentekoers op sy verband verhoog en die paaiement dienooreenkomstig verhoog word; of

(c) hy reëlings getref het vir 'n *vaste* vrywillige betaling (kapitaaldelging), bo en behalwe sy verpligte paaiement.

(2) Om vir 'n verhoogde subsidie in aanmerking te kom, moet 'n werknemer 'n sertifikaat van die verbandhouer voorlê waarin die feite met betrekking tot die verband in subklousule (1) bedoel, as korrek gesertifiseer word.

(3) Indien 'n verhoogde lening verkry word wat tot gevolg het dat die maandelikse paaiemente verhoog of die oorspronklike delgingstermyn verleng word en daar nie voldoen is aan die voorwaardes soos in subklousule (1) (a) bepaal nie, moet die subsidie op die paaiement van die verhoogde verbandlening soos volg bereken word:

$$\frac{A}{1} \times \frac{B}{C} = D$$

[A = Maandelikse subsidie op paaiement van verhoogde lening, bereken ooreenkomstig klousule 3 (1) (a) en, waar van toepassing, klousule 3 (2) of (3).

B = Verbandsaldo net voor verhoging van lening.

C = Verhoogde leningsbedrag.

D = Maandelikse bedrag van nuwe subsidie.]

6. VERMINDERING VAN SUBSIDIE

Die subsidie moet verminder word vanaf die datum met ingang waarvan die rentekoers wat deur die verbandhouer gehef word, verlaag en die paaiement op die lening dienooreenkomstig verminder word.

7. HERINSTELLING VAN BESTAANDE VERBANDLENINGS

(1) Sommige verbandhouers laat werknemers toe om hul bestaande verbandlenings her in te stel sonder om daarop aan te dring dat die addisionele bedrag wat sodoende verkry word noodwendig aangewend word vir die doeleindes in klousule 5 (1) (a) bedoel, en sonder dat sodanige addisionele bedrag die paaiemente op die lenings enigsins affekteer.

(2) In gevalle waar subklousule (1) van toepassing is, moet so 'n werknemer se subsidie verminder word ooreenkomstig die volgende formule:

$$\frac{A}{1} \times \frac{B}{C} = D$$

[A = Bedrag van bestaande subsidie.

B = Verbandsaldo net voor herinstelling van bestaande verbandlening.

C = Totale saldo van verbandlening na herinstelling.

D = Bedrag van verminderde subsidie betaalbaar.]

8. STAKING VAN SUBSIDIE

(1) Betaling van subsidie moet gestaak word vanaf die datum met ingang waarvan—

(a) die lening ten opsigte waarvan die subsidie betaal word, ten volle gedelg word; of

4. APPLICATION FOR SUBSIDY AND MANNER OF PAYMENT

(1) An employee who wishes to qualify for a subsidy shall furnish the local authority in writing with all the particulars necessary for calculating the subsidy. Particulars regarding mortgage loans, instalments and voluntary payments (capital redemption) shall be certified correct by the bondholder. In addition, the employed shall undertake to notify the local authority in writing of any change in his circumstances which may, among other things, result in the suspension or reduction of the subsidy in his case.

(2) The employee shall submit, together with his application, a stop order, endorsed and signed by the bondholder, authorising the local authority to deduct from the applicant's salary the amount of the monthly instalment payable to the bondholder, including any voluntary payment (capital redemption).

(3) Subsidies shall be paid monthly to the employees concerned on the date upon which their normal monthly salaries are paid, and the amount reflected on their respective stop orders shall be deducted from their salaries and paid over to the bondholders concerned.

5. INCREASE OF SUBSIDY

(1) Subject to the provisions of subclause (3) and clause 3 (1) (a), an increased subsidy may be paid to an employee if—

(a) he obtains, with the approval of the local authority, an additional or increased loan to enlarge or improve the dwelling in respect of which a subsidy is payable or to maintain it structurally or to erect outbuildings or to take any steps to comply with the requirements of a local authority with regard to the dwelling or the outbuildings thereto: Provided that the local authority is satisfied that such extension, improvement or maintenance is within reasonable limits; or

(b) the rate of interest on his mortgage bond is increased and his instalment is increased accordingly; or

(c) he has made arrangements for a *fixed* voluntary payment (capital redemption) over and above his compulsory instalment.

(2) In order to qualify for an increased subsidy, and employee shall submit a certificate from the bondholder in which the facts regarding the mortage bond referred to in subclause (1) are certified as correct.

(3) If an increased loan is obtained which results in the monthly instalments being increased, or the original redemption period being extended, and the conditions stipulated in subclause (1) (a) have not been complied with, the subsidy on the instalment of the increased mortgage loan shall be calculated as follows:

$$\frac{A}{1} \times \frac{B}{C} = D$$

[A = Monthly subsidy on instalment of increased loan, calculated in accordance with clause 3 (1) (a) and, where applicable, clause 3 (2) or (3).

B = Balance on mortgage loan outstanding immediately prior to increase of loan.

C = Increased loan amount.

D = Monthly amount of new subsidy.]

6. REDUCTION OF SUBSIDY

The subsidy shall be reduced from the date on which the rate of interest levied by the bondholder is reduced and the instalment on the loan is diminished accordingly.

7. REINSTATEMENT OF EXISTING MORTGAGE LOANS

(1) Some bondholders allow employees to reinstate their existing mortgage loans without insisting that the additional amount thus acquired necessarily be utilised for the purposes mentioned in clause 5 (1) (a) and without such additional amount affecting the instalments on the loans whatsoever.

(2) In cases where subclause (1) applies, such an employee's subsidy shall be reduced in acordance with the following formula:

$$\frac{A}{1} \times \frac{B}{C} = D$$

[A = Amount of existing subsidy.

B = Balance on mortgage loan outstanding immediately prior to reinstatement of existing mortgage loan.

C = Total balance of mortgage loan after reinstatement.

D = Amount of reduced subsidy payable.]

8. SUSPENSION OF SUBSIDY

(1) Payment of a subsidy shall be suspended from the date on which—

(a) the loan in respect of which the subsidy is being paid is redeemed in full; or

(b) die woning ten opsigte waarvan die subsidie betaalbaar is, verkoop of verhuur of om 'n ander persoonlike rede ontruim word.

(2) As 'n werknemer aan wie 'n subsidie betaal word nie langer voldoen aan die vereistes neergelê in klousule 1 (1) (b) van hierdie Afdeling nie, omdat sy nie afhanklikes het wat permanent by haar in woon nie, moet betaling van die subsidie aan haar voortgesit word asof sy nog steeds aan gemelde vereistes voldoen, mits sy self voortgaan om die woning permanent te bewoon en sy steeds aan al die ander voorgeskrewe vereistes voldoen.

9. HERINSTELLING VAN SUBSIDIE

(1) Indien die persoonlike omstandighede van 'n werknemer in klousule 8 (b) bedoel later sodanig verander dat hy weer vir 'n subsidie ten opsigte van dieselfde of 'n ander woning kwalifiseer, kan 'n subsidie teen die toepaslike skaal weer aan sodanige werknemer toegestaan word: Met dien verstande dat as 'n werknemer wat sy woning, ten opsigte waarvan daar voorheen 'n subsidie aan hom betaal is, verkoop het [klousule 8 (b)] en binne 'n tydperk van drie jaar daarna 'n ander woning koop, gekoop het of laat bou, *nie* 'n bedrag gelyk aan die volle verskil tussen die volle verkoopprys van sy vorige woning, aan die een kant, en die totaal van die verbandsaldo op die datum van verkoop en sy verkoopkoste, oordragkoste en hereregte ten opsigte van die nuwe eiendom, aan die ander kant, op die koopprys van die nuwe woning of die koopprys van die nuwe perseel en die boukoste afbetaal nie, die bedrag van die subsidie soos volg bepaal moet word:

(a) Die nuwe leningsbedrag moet vir doeleindes van die subsidie verminder word met 'n bedrag gelyk aan die tekort op sodanige afbetaling.

(b) Die verbandhouer moet versoek word om aan te dui wat die maandelikse paaiement sal wees indien dit bereken word volgens die aldus verminderde bedrag, teen die rentekoers en oor die delgingstermyn waaraan die nuwe leningsbedrag onderworpe is.

(c) Indien die betrokke werknemer reëlings getref het vir 'n vaste vrywillige betaling (kapitaaldelging) op die nuwe verbandlening, benewensverpligte paaiement, moet die bedrag van sodanige vrywillige betaling soos volg verminder word:

$$\frac{Z}{1} \times \frac{A}{B} = D$$

[Z = Vrywillige betaling.

A = Verminderde leningsbedrag ooreenkomstig subklousule (1) (a) bereken.

B = Volle nuwe leningsbedrag.

D = Bedrag waarmee vrywillige betaling verminder moet word.]

(d) Die bedrag van die subsidie word vervolgens ooreenkomstig—

(i) klousule 3 (1) (a) bereken;

(ii) klousule 3 (2) aangesuiwer as die verminderde leningsbedrag ooreenkomstig subklousule (1) (a) meer as R60 000 bedra.

(*Let wel.*—Hierdie subklousule is van toepassing ongeag of die woning in die werknemer of sy gade of gesamentlik in sy en sy gade se name geregistreer was/word.)

(2) In die geval van 'n werknemer wat die eerste keer aansoek om 'n subsidie doen en wat drie jaar onmiddellik voor die aansoek 'n ander woning besit en verkoop het (ongeag of dit in sy of sy gade se naam geregistreer was), asook 'n werknemer aan wie te eniger tyd gedurende die drie jaar onmiddellik voor die datum van sy aansoek 'n behuisingsubsidie deur 'n ander plaaslike bestuur toegestaan was, is die voorbehoudsbepalings van subklousule (1) *mutatis mutandis* van toepassing.

10. DIE UITWERKING VAN TYDPERKE VAN VERLOF/SKORSING OP DIE SUBSIDIE

(1) Behoudens subklousule (2) hiervan word die subsidie nie geraak deur tydperke van afwesigheid ooreenkomstig 'n werknemer se diensvoorwaardes nie, hetsy dit afwesigheid met verlof van watter aard ook al, met of sonder besoldiging, of afwesigheid weens skorsing met of sonder besoldiging is.

(2) 'n Subsidie is aan 'n werknemer vir 'n besondere maand betaalbaar slegs as sy paaiement op die lening vir die besondere maand ten volle betaal is.

11. STRAFBEPALING EN TERUGVORDERING VAN SUBSIDIE

Indien vasgestel sou word dat 'n subsidie aan 'n werknemer betaal word wat nie daarvoor kwalifiseer nie, of dat 'n hoër subsidie as waarvoor hy kwalifiseer betaal word, as gevolg daarvan dat hy foutiewe inligting verstrek het of tersaaklike inligting verswyg het—

(1) moet betaling van die subsidie aan hom onverwyld gestaak word;

(2) moet die bedrag wat te veel betaal is, tesame met rente teen 'n koers deur die plaaslike bestuur bepaal, wat minstens 6 persent per jaar moet wees, op hom verhaal word; en

(3) moet die werknemer slegs in 'n hoogs uitsonderlike geval weer vir 'n subsidie in aanmerking kom.

(b) the dwelling in respect of which the subsidy is payable is sold, let or rented or vacated for any other personal reasons.

(2) If an employee to whom a subsidy is paid no longer complies with the requirements laid down in clause (1) (b) of this Division, because she no longer has dependants living with her, payment of the subsidy shall continue as though she still complies with the requirements, provided she continues to occupy the dwelling permanently to and continues to comply with all the other prescribed requirements.

9. REINSTATEMENT OF SUBSIDY

(1) In the event of the personal cicrumstances of an employee referred to in clause 8 (b) changing to such an extent that he again qualifies for a subsidy in respect of the same or another dwelling, such employee may again be granted a subsidy at the relevant scale: Provided that if an employee who sold his dwelling in respect of which a subsidy was previously paid to him [clause 8 (b)] and who within a period of three years thereafter bought, buys or builds another dwelling, does not pay an amount equal to the full difference between the full selling price of his previous dwelling, on the one hand, and the total of the mortgage loan balance on the date of sale and his selling costs, transfer fees and transfer duty in respect of the new property, on the other hand, towards the purchase price of the new dwelling or new site and the building costs, the subsidy shall be calculated as follows:

(a) For purposes of the subsidy, the new loan amount shall be reduced by an amount equal to the deficit on such repayment.

(b) The bondholder must be requested to indicate what the monthly instalment will be if it is calculated on the amount thus reduced, at the rate of interest and over the redemption period the new loan is subject to.

(c) If the employee concerned has made arrangements for a fixed voluntary payment (capital redemption) on the new mortgage loan in addition to his compulsory payment, the amount of such voluntary payment shall be reduced as follows:

$$\frac{Z}{1} \times \frac{A}{B} = D$$

[Z = Voluntary payment.

A = Reduced loan amount calculated in accordance with subclause (1) (a).

B = Full new loan amount.

D = The amount by which the voluntary payment must be reduced.]

(d) The amount of the subsidy is subsequently—

(i) calculated in accordance with clause 3 (1) (a);

(ii) adjusted in accordance with clause 3 (2) if the reduced loan amount is more than R60 000 in accordance with subclause (1) (a).

(*Note*.—This subclause shall apply irrespective of whether the dwelling was/is registered in the name of the employee or of his spouse or in his and his spouse's name jointly.)

(2) In the case of an employee who applies for a subsidy for the first time and who, three years immediately prior to the application, owned and sold a house (irrespective of whether it was registered in his name or that of his spouse), as well as an employee who at any time during the three years immediately prior to the date of this application, received a housing subsidy from another local authority, the provisos to subclause (1) shall apply *mutatis mutandis*.

10. THE EFFECT OF PERIODS OF LEAVE/SUSPENSION UPON THE SUBSIDY

(1) Subject to the provisions contained in subclause (2) below, the subsidy is not affected by periods of absence of an employee which take place in accordance with his conditions of service, irrespective of whether it be absence on leave of any description, with or without pay, or absence due to suspension from duty, with or without pay.

(2) A subsidy is payable to an employee for a particular month only if the instalment for the month in question has been paid in full.

11. PENALTY AND RECOVERY OF SUBSIDY

Should it be established that a subsidy is being paid to an employee who does not qualify for it, or that a higher subsidy than he is entitled to has been paid as a result of his having supplied incorrect information or having withheld relevant information—

(1) payment of such subsidy shall be suspended forthwith;

(2) the amount over paid shall be recovered from him, together with interest at a rate determined by the local authority, which rate shall not be less than 6 per cent;

(3) the employee shall only in highly exceptional cases again be considered for a subsidy.

AFDELING C.—BEHUISINGSHULPSKEMA

1. VEREISTES WAARAAN VOLDOEN MOET WORD

Ten einde vir die behuisingshulp in aanmerking te kom, moet 'n werknemer—

(a) 'n bydraende lid wees van 'n Transvaalse munisipale pensioenfonds en in 'n permanente voltydse hoedanigheid in diens wees van die betrokke plaaslike bestuur, *met inbegrip van* 'n vakleerling maar *uitgesonderd* 'n gesubsidieerde arbeider, 'n geleentheidswerknemer, 'n onafhanklike kontraktant, lashebber of verteenwoordiger;

(b) mondig wees [met uitsondering van 'n ongetroude tydelike werknemer en 'n getroude vrou wat nie noodwendig die enigste broodwinner van haar gesin, soos in klousule 1 (3) van Afdeling B omskryf, is nie];

(c) 'n wooneenheid huur wat deur hom bewoon word.

2. BEREKENING VAN BEHUISINGSHULP

Die behuisingshulp word bereken op die grondslag van 30 persent van die werklike huur tot 'n maksimum van R205 per maand: Met dien verstande dat werknemers wat by die inwerkingtreding van hierdie Ooreenkoms 'n behuisingstoelae ontvang wat hoër is as wat hierin bepaal word, nie benadeel moet word nie.

3. AANSOEK OM BEHUISINGSHULP

(1) 'n Werknemer wat vir behuisingshulp in aanmerking wil kom, moet die plaaslike bestuur skriftelik voorsien van alle besonderhede wat verlang word.

(2) Die werknemer moet die plaaslike bestuur skriftelik verwittig van alle veranderinge in sy omstandighede wat die berekening en betaling van die behuisingshulp kan beïnvloed.

4. VERMINDERING EN VERHOGING VAN BEHUISINGSHULP

Die behuisingshulp word aangepas—

(1) wanneer die huurpaaiement verander word;

(2) wanneer daar ander veranderings plaasvind wat die bedrag van die behuisingshulp kan beïnvloed.

5. STAKING VAN BEHUISINGSHULP

Betaling van behuisingshulp moet gestaak word vanaf die datum waarop—

(1) die woning nie meer deur die werknemer bewoon word nie;

(2) die werknemer ophou om huur te betaal;

(3) die getroude vroulike werknemer nie meer die enigste broodwinner is nie;

(4) 'n tydperk van 36 maande verstryk, tensy grondige redes tot die teendeel deur die werknemer aangevoer en deur die werkgewer met die goedkeuring van die Nywerheidsraad aanvaar word.

6. HERINSTELLING VAN BEHUISINGSHULP

Indien 'n werknemer se persoonlike omstandighede later sodanig verander dat hy weer vir behuisingshulp kwalifiseer, kan behuisingshulp teen die toepaslike skaal weer aan sodanige werknemer toegestaan word.

7. UITWERKING VAN TYDPERKE VAN VERLOF/SKORSING

(1) Die behuisingshulp word nie geraak deur tydperke van afwesighed ooreenkomstig die werknemer se diensvoorwaardes nie.

(2) Behuisingshulp is aan 'n werknemer vir 'n besondere maand betaalbaar slegs as sy huurgeld vir die besondere maand ten volle betaal is.

8. STRAFBEPALING, TERUGVORDERING EN HERINSTELLING VAN BEHUISINGSHULP

(1) Indien daar vasgestel word dat behuisingshulp aan 'n werknemer betaal word wat nie daarvoor kwalifiseer nie, moet betaling van die behuisingshulp onverwyld gestaak word en sodanige oorbetaling verhaal word.

(2) Indien daar vasgestel word dat sodanige oorbetaling te wyte is aan die verstrekking van valse inligting of die weerhouding van inligting—

(a) moet die bedrag wat te veel betaal is tesame met rente teen 'n koers deur die plaaslike bestuur bepaal wat minstens 6 persent per jaar moet wees, op die werknemer verhaal word; en

(b) moet die werknemer slegs in 'n hoogs uitsonderlike geval weer vir behuisingshulp in aanmerking kom.

9. DATUM MET INGANG WAARVAN DIE BEHUISINGSHULP BETAALBAAR IS

Die behuisingshulp is betaalbaar aan werknemers met ingang van die datum waarop die Behuisingsooreenkoms in werking tree, of vanaf die eerste dag van die maand waarin die eerste maandelikse paaiemente betaalbaar is, naamlik die jongste datum.

DIVISION C.—HOUSING ASSISTANCE SCHEME

1. CONDITIONS WHICH MUST BE COMPLIED WITH

In order to qualify for housing assistance, an employee shall be—

(a) a contributing member of a Transvaal municipal pension fund and be employed in a full-time permanent capacity by the local authority concerned, *including* an apprentice but *excluding* a subsidised labourer, an occasional employee, an independent contractor, mandatary or representative;

(b) of age [excluding an unmarried temporary employee and a married female who is not necessarily the sole bread-winner of her family as defined in clause 1 (3) of Disvision B].

(c) the tenant of a residential unit which is occupied by him.

2. CALCULATION OF HOUSING ASSISTANCE

The housing assistance is calculated on a basis of 30 per cent of the actual rent to a maximum of R205 per month: Provided that employees who, on the date of the coming into operation of this Agreement, receive a housing allowance which is higher than the amount stipulated herein shall not be prejudiced.

3. APPLICATION FOR HOUSING ASSISTANCE

(1) An employee who wishes to qualify for housing assistance, shall provide the local authority in writing with all the particulars required.

(2) The employee shall notify the local authority in writing of any change of his circumstances that may affect the calculation and payment of the housing assistance.

4. DECREASING AND INCREASING OF HOUSING ASSISTANCE

The housing assistance is adjusted—

(1) when the rent instalment is altered;

(2) when other changes take place that may affect the amount of housing assistance paid.

5. SUSPENSION OF HOUSING ASSISTANCE

Payment of housing assistance shall cease from the date which—

(1) the employee no longer occupies the dwelling;

(2) the employee stops paying rent;

(3) the married female employee is no longer the sole bread-winner;

(4) a period of 36 months lapses, unless duly motivated reasons to the contrary are submitted by the employee and are accepted by the employer with the sanction of the Industrial Council.

6. REINSTATEMENT OF HOUSING ASSISTANCE

In the event of a subsequent change in the personal circumstances of an employee which again qualifies him for housing assistance, such assistance may be reinstated at the applicable scale.

7. EFFECT OF PERIODS OF LEAVE/SUSPENSION

(1) the housing assistance shall not be affected by periods of absence which are in accordance with the employee's conditions of service.

(2) Housing assistance is only payable to an employee if the rent for the particular month has been paid in full.

8. PENALTY CLAUSE, RECOVERING AND REINSTATEMENT OF HOUSING ASSISTANCE

(1) In the event of its being established that housing assistance is paid to an employee who does not qualify therefor, payment of the housing assistance shall be suspended forthwith and any such overpayments recovered.

(2) If it is established that such overpayment is due to the issuing of false information or the withholding of information—

(a) the overpaid amount shall be recovered from the employee, together with interest at a rate determined by the local authority which rate shall be not less than 6 per cent per annum; and

(b) the employee shall only in highly exceptional cases again be considered for housing assistance.

9. DATE WITH EFFECT FROM WHICH THE HOUSING ASSISTANCE IS PAYABLE

The housing assistance shall be payable to employees from the date on which the Housing Agreement comes into operation or from the first day of the month during which the first monthly instalment is payable, whichever is the later date.

10. ADMINISTRASIE VAN OOREENKOMS

Die Nywerheidsraad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

Hierdie Ooreenkoms is namens die partye op hede die 27ste dag van Januarie 1986 te Pretoria onderteken.

J. F. M. VAN DER MERWE,
Voorsitter.

N. C. GEY VAN PITTIUS,
Onder-voorsitter.

A. J. VAN SCHALKWYK,
Sekretaris.

10. ADMINISTRATION OF AGREEMENT

The Industrial Council shall be the body responsible for the administration of this Agreement.

This Agreement signed at Pretoria, on behalf of the parties, this 27th day of January 1986.

J. F. M. VAN DER MERWE,
Chairman.

N. C. GEY VAN PITTIUS,
Vice-Chairman.

A. J. VAN SCHALKWYK,
Secretary.

BYLAE A/ANNEXURE A

Jaarlikse salaris/ Annual salary	*Maksimum toelaatbare leningsbedrag (30 jaar termyn: Tot R20 000; 25 jaar termyn: Tot R30 000; daarna 20 jaar termyn)/Maximum loan allowed (30 years redemption: Up to R20 000; 25 years redemption: Up to R30 000; thereafter, 20 years redemption period)*
R	R
1 000	4 953
1 100	5 449
1 200	5 944
1 300	6 439
1 400	6 935
1 500	7 430
1 600	7 926
1 700	8 421
1 800	8 916
1 900	9 412
2 000	9 907
2 100	10 403
2 200	10 898
2 300	11 393
2 400	11 889
2 500	12 384
2 600	12 879
2 700	13 375
2 800	13 870
2 900	14 366
3 000	14 861
3 100	15 356
3 200	15 852
3 300	16 347
3 400	16 843
3 500	17 338
3 600	17 833
3 700	18 329
3 800	18 824
3 900	19 319
4 000	19 815
4 037	**20 000**
4 100	20 277
4 200	20 717
4 300	21 158
4 400	21 598
4 500	22 039
4 600	22 479
4 700	22 920
4 800	23 360
4 900	23 800
5 000	24 241
5 100	24 681
5 200	25 122
5 300	25 562
5 400	26 003
5 500	26 443
5 600	26 883
5 700	27 324
5 800	27 764
5 900	28 205
6 000	28 645
6 100	29 086
6 200	29 526
6 300	29 966
6 308	**30 000**
6 400	30 346
6 500	30 723
6 600	31 099
6 700	31 476
6 800	31 852
6 900	32 229
7 000	32 606
7 100	32 982
7 200	33 359
7 300	33 735
7 400	34 112
7 500	34 488
7 600	34 865
7 700	35 132
7 800	35 618
7 900	35 995
8 000	36 371
8 100	36 748
8 200	37 125
8 300	37 501
8 400	37 878
8 500	38 254
8 600	38 631
8 700	39 008
8 800	39 384
8 900	39 761
8 964	**40 000**
9 000	40 056
9 100	40 215
9 200	40 373
9 300	40 531
9 400	40 689
9 500	40 848
9 600	41 000
9 700	41 164
9 800	41 322
9 900	41 480
10 000	41 639
10 100	41 797
10 200	41 955
10 300	42 113
10 400	42 271
10 500	42 430
10 600	42 588
10 700	42 745
10 800	42 904
10 900	43 063
11 000	43 221
11 100	43 379
11 200	43 537
11 300	43 695
11 400	43 854
11 500	44 012
11 600	44 170
11 700	44 328
11 800	44 496
11 900	44 645
12 000	44 803
12 100	44 961
12 200	45 119
12 300	45 277
12 400	45 436
12 500	45 594
12 600	45 752
12 700	45 910
12 800	46 069
12 900	46 227
13 000	46 385
13 100	46 543
13 200	46 701
13 300	46 860
13 400	47 013
13 500	47 176
13 600	47 334

Jaarlikse salaris/ Annual salary	*Maksimum toelaatbare leningsbedrag (30 jaar termyn: Tot R20 000; 25 jaar termyn: Tot R30 000; daarna 20 jaar termyn)/Maximum loan allowed (30 years redemption: Up to R20 000; 25 years redemption: Up to R30 000; thereafter, 20 years redemption period)*
R	R
13 700	47 492
13 800	47 651
13 900	47 809
14 000	47 967
14 100	48 125
14 200	48 284
14 300	48 442
14 400	48 600
14 500	48 758
14 600	48 916
14 700	49 075
14 800	49 233
14 900	49 391
15 000	49 549
15 100	49 707
15 200	49 866
15 300	50 024
15 400	50 182
15 500	50 340
15 600	50 499
15 700	50 657
15 800	50 815
15 900	50 973
16 000	51 131
16 100	51 290
16 200	51 448
16 300	51 606
16 400	51 764
16 500	51 922
16 600	52 081
16 700	52 239
16 800	52 397
16 900	52 555
17 000	52 714
17 100	52 872
17 200	53 030
17 300	53 188
17 400	53 346
17 500	53 505
17 600	53 663
17 700	53 821
17 800	53 979
17 900	54 137
18 000	54 296
18 100	54 454
18 200	54 612
18 300	54 770
18 400	54 928
18 500	55 087
18 600	55 245
18 700	55 403
18 800	55 561
18 900	55 720
19 000	55 878
19 100	56 036
19 200	56 194
19 300	56 352
19 400	56 511
19 500	56 669
19 600	56 827
19 700	56 985
19 800	57 143
19 900	57 302
20 000	57 460
20 100	57 618
20 200	57 776
20 300	57 935
20 400	58 093
20 500	58 251
20 600	58 409
20 700	58 567
20 800	58 726
20 900	58 884
21 000	59 042
21 100	59 200
21 200	59 358
21 300	59 517
21 400	59 675
21 500	59 833
21 600	59 991
21 700	60 150
21 800	60 308
21 900	60 466

Jaarlikse salaris/ Annual salary	*Maksimum toelaatbare leningsbedrag (30 jaar termyn: Tot R20 000; 25 jaar termyn: Tot R30 000; daarna 20 jaar termyn)/Maximum loan allowed (30 years redemption: Up to R20 000; 25 years redemption: Up to R30 000; thereafter, 20 years redemption period)*
R	R
22 000	60 624
22 100	60 782
22 200	60 941
22 300	61 099
22 400	61 257
22 500	61 415
22 600	61 573
22 700	61 732
22 800	61 890
22 900	62 043
23 000	62 206
23 100	62 365
23 200	62 523
23 300	62 681
23 400	62 839
23 500	62 997
23 600	63 156
23 700	63 314
23 800	63 472
23 900	63 630
24 000	63 793
24 100	63 947
24 200	64 105
24 300	64 263
24 400	64 421
24 500	64 579
24 600	64 738
24 700	64 896
24 800	65 054
24 900	65 212
25 000	65 371
25 100	65 529
25 200	65 687
25 300	65 845
25 400	66 003
25 500	66 162
25 600	66 320
25 700	66 478
25 800	66 636
25 900	66 794
26 000	66 953
26 100	67 111
26 200	67 269
26 300	67 427
26 400	67 586
26 500	67 744
26 600	67 902
26 700	68 060
26 800	68 213
26 900	68 377
27 000	68 535
27 100	68 693
27 200	68 851
27 300	69 009
27 400	68 168
27 500	68 326
27 600	68 484
27 700	68 642
27 800	68 301
27 900	68 959
28 000	70 117
28 100	70 275
28 200	70 433
28 300	70 592
28 400	70 750
28 500	70 908
28 600	71 066
28 700	71 224
28 800	71 384
28 900	71 541
29 000	71 699
29 100	71 857
29 200	72 015
29 300	72 174
29 400	72 332
29 500	72 490
29 600	72 648
29 700	72 807
29 800	72 965
29 900	73 123
30 000	73 281
30 100	73 439
30 200	73 598

Jaarlikse salaris/ Annual salary	*Maksimum toelaatbare leningsbedrag (30 jaar termyn: Tot R20 000; 25 jaar termyn: Tot R30 000; daarna 20 jaar termyn)/Maximum loan allowed (30 years redemption: Up to R20 000; 25 years redemption: Up to R30 000; thereafter, 20 years redemption period)*	*Jaarlikse salaris/ Annual salary*	*Maksimum toelaatbare leningsbedrag (30 jaar termyn: Tot R20 000; 25 jaar termyn: Tot R30 000; daarna 20 jaar termyn)/Maximum loan allowed (30 years redemption: Up to R20 000; 25 years redemption: Up to R30 000; thereafter, 20 years redemption period)*
R	R	R	R
30 300	73 756	35 200	81 508
30 400	73 914	35 300	81 666
30 500	74 072	35 400	81 825
30 600	74 230	35 500	81 983
30 700	74 389	35 600	82 142
30 800	74 546	35 700	82 299
30 900	74 705	35 800	82 458
31 000	74 863	35 900	82 616
31 100	75 022	36 000	82 774
31 200	75 180	36 100	82 932
31 300	75 333	36 200	83 090
31 400	75 496	36 300	83 249
31 500	75 654	36 400	83 407
31 600	75 813	36 500	83 565
31 700	75 971	36 600	83 723
31 800	76 129	36 700	83 881
31 900	76 287	36 800	84 040
32 000	76 445	36 900	84 196
32 100	76 604	37 000	84 356
32 200	76 762	37 100	84 514
32 300	76 920	37 200	84 673
32 400	77 078	37 300	84 831
32 500	77 237	37 400	84 989
32 600	77 395	37 500	85 147
32 700	77 553	37 600	85 305
32 800	77 711	37 700	85 464
32 900	77 869	37 800	85 622
33 000	78 028	37 900	85 780
33 100	78 186	38 000	85 936
33 200	78 344	38 100	86 096
33 300	78 502	38 200	86 255
33 400	78 660	39 300	86 413
33 500	78 819	38 400	86 571
33 600	78 977	38 500	86 729
33 700	79 135	38 600	86 888
33 800	79 293	38 700	87 046
33 900	79 452	38 800	87 204
34 000	79 610	38 900	87 362
34 100	79 768	39 000	87 520
34 200	79 926	39 100	87 679
34 300	80 034	39 200	87 837
34 400	80 243	39 300	87 995
34 500	80 401	39 400	88 153
34 600	80 559	39 500	88 311
34 700	80 717	39 600	88 470
34 800	80 875	39 700	88 623
34 900	81 034	39 800	88 796
35 000	81 192	39 900	88 944
35 100	81 350	40 000	89 103

BYLAE B/ANNEXURE B

PLAASLIKE BESTUUR/LOCAL AUTHORITY

AANSOEK OM 'N BEHUISINGSLENING/APPLICATION FOR A HOUSING LOAN

DEEL/PART A

Moet deur aansoeker ingevul word/Must be completed by applicant

1. Die lening is nodig vir (Dui met 'n X aan)
The loan is required for (Indicate with an X)

Koop van: Purchase of:	Erf Stand	Huis House	Woonstel Flat

Bou Erect	*Strukturele onderhoud Structural maintenance	Verbetering/Vergroting Improvement/Enlarging

("Vergroot" sluit in die oprigting van buitegeboue en veranderings om te voldoen aan die vereistes van 'n plaaslike bestuur.)
("Enlarge" includes the erection of outbuildings and alterations to comply with the requirements of a local government.)

2. (a) Volle naam
Name in full...
(b) Telefoon
Telephone...
(c) Geboortedatum
Date of birth ....
(d) Identiteitsnommer
Identity number ....
(e) Rassegroep
Racial group ....
(f) Huwelikstatus
Marital status ....

(g) Kinders wat by u inwoon:
Children who live with you:

Seuns/Sons		Dogters/Daughters	
Aantal Number	Ouderdomme Ages	Aantal Number	Ouderdomme Ages

(h) Indien ongetroud, meld die volgende besonderhede ten opsigte van afhanklikes wat permanent by u inwoon:
If single, state the following particulars in respect of dependants who are permanently resident with you:

Naam/Name	Verwantskap/Relationship	Bruto inkomste/Gross income

3. (a) Werkposadres (alle korrespondensie sal na hierdie adres versend word)
Work postal address (all correspondence will be despatched to this address)...........

(b) Gestasioneer te
Stationed at ....

(c) Telefoon
Telephone..........

(d) Rang
Rank..........

(e) Salarisnommer
Salary Number ....

* 'n Aansoek om 'n addisionele lening vir die strukturele onderhoud/verbetering of vergroting van 'n woning moet vergesel gaan van 'n deur die plaaslike bestuur goedgekeurde plan van die veranderings, 'n plan van die bestaande bouwerke en hul ligging op die eiendom, met die beoogde veranderings in rooi daarop aangebring, 'n spesifikasie van, onder andere, afwerkings en 'n tender vir die uitvoering van die werk/An application for an additional loan for the structural maintenance/improvement or enlarging of the dwelling must be accompanied by a plan of the alterations as approved by the local authority, a plan of the existing structures and their position on the property, with the proposed changes drawn in red thereon, a specification of, inter alia, finishes and a tender for the execution of the work.

4. Besit u of u gade onroerende eiendom?
Do you or your spouse own any immovable property? ....

Indien JA: (i) Is daar 'n woning daarop gebou?
If YES: Has a dwelling been built thereon? ....

(ii) Adres van eiendom
Address of property..........

5. Is 'n lening ingevolge die skema voorheen aan u toegestaan?
Has a loan under the scheme previously been granted to you?..........

(Verstrek die volgende besonderhede as antwoord 'Ja' is):
(Furnish the following particulars if answer is 'Yes'):

(a) Adres van vorige woning/bouperseel
Address of previous dwelling/building stand..........

Redes waarom die woning verkoop is
Reasons why the dwelling was sold ....

(c) Datum van: (i) Verkoop van vorige woning
Date of: Sale of previous dwelling..........

(ii) Kansellasie van verband
Cancellation of bond..........

(d) Verkoopprys van vorige woning
Selling price of previous dwelling .... R

(e) *Minus:* (i) Balans van vorige lening afgelos
Less: Balance of previous loan redeemed.......... R

(ii) Prokureurskoste en agentekommissie betaal t.o.v. die verkoop van die vorige woning
Attorney's costs and agent's commission paid in respect of the sale of the previous dwelling .... R

(iii) Hereregte en transport- en verbandkoste t.o.v. die woning wat die aansoeker beoog om aan te koop
Transfer duty and transfer and bond charges in respect of the dwelling the applicant intends buying.......... R R

(f) Bedrag wat op nuwe woning afbetaal moet word
Amount which must be paid off in respect of new dwelling.......... R

L.W.—Afdrukke van u rekening by die bougenootskap/versekeringsmaatskappy/bank asook die prokureur en agent se rekenings moet u aansoek vergesel, indien die eiendom minder as vyf jaar gelede verkoop is.
N.B.—Copies of your account with the building society/insurance company/bank, as well as the attorney's and agent's accounts, must accompany your application, if the property was sold less than five years ago.

6. Ek is voornemens om 'n woning te bekom/op te rig te
I intend to acquire/erect a dwelling at..........
waarvan die koopprys/oprigtingskoste (insluitende die prys van die grond) sal beloop.
of which the purchase price/erection costs (including the price of the stand) will amount to R ....

* Skrap wat nie van toepassing is nie/Delete whichever is not applicable

7. Ek is bereid om die volgende onbeswaarde versekeringspolis(se) aan bovermelde plaaslike bestuur te sedeer as sekuriteit vir sy borgaanspreeklikheid in geval van my dood. (Groeplewensversekeringspolisse wat nie gesedeer kan word nie, moet nie hier aangedui word nie.)
I am prepared to cede the following unencumbered insurance policy or policies to the above-mentioned local authority as security for guarantee in the event of my death. (Group life insurance policies and other policies which cannot be ceded must not be declared.)

Aard van polis Nature of policy	Naam van versekeringsmaatskappy Name of insurance company	Bedrag Amount
....	....	....
....	....	....

Ek verklaar dat—
I delcare that—

(a) die woning wat bekom sal word vir my persoonlike bewoning is. (Skrap indien u amptelike kwartiere bewoon);
the dwelling to be acquired is for my personal occupation. (Delete if you occupy official quarters);

(b) ek oor voldoende kontant beskik om opmeetkoste (indien daar is), hereregte, transport- en verbandkoste te betaal (ongeveer R500 t.o.v. 'n lening van R20 000 en ongeveer R1 000 t.o.v. 'n lening van R30 000);
I have sufficient cash available to pay survey costs (if any), transfer duty, transfer costs and bond charges (approximately R500 i.r.o. a loan of R20 000 and approximately R1 000 i.r.o. a loan of R30 000);

(c) die inligting hierbo verstrek waar en juis is;
the above information is true and correct;

(d) ek die verskil, indien daar is, tussen die leningsbedrag en die totale koopprys/oprigtingskoste van die woning, plus die koopprys van die grond, uit eie fondse sal betaal.
I will pay the difference, if any, between the loan and the total purchase price/erection cost of the dwelling, plus the purchase price of the land, out of my own funds.

Datum
Date ....19...... ....

Aansoeker/Applicant

DEEL/PART B

Moet ingevul word deur die Departementshoof of sy gemagtigde van die kantoor waarin die aansoeker werksaam is.
Must be completed by the Head of the Department or his assignee of the office in which the applicant is employed.

Aan: Die Stadsklerk.
To: The Town Clerk.

1. Deel A is sover my kennis en wete strek waar en juis. Die aansoeker se finansiële posisie is gesond en ek weet van geen redes wat dit gewaagd maak om 'n lening aan hom toe te staan nie. Die aansoek word aanbevel.*

1. Part A is, as far as I am aware, true and correct. The applicant's financial position is sound and I know of no reasons which would make it unwise to grant the applicant a loan. The application is recommended.*

2. Die aansoeker het reeds voorheen van hierdie skema gebruik gemaak. Die besonderhede is soos volg:†
The applicant has previously made use of this scheme. The particulars are as follows:†
   (a) Bedrag van lening goedgekeur
   Amount of loan approved .... R..
   (b) Bedrag gewaarborg
   Amount guaranteed .... R..
   (c) Datum
   Date ....19......
   (d) Datum waarop waarborg afgelos is
   Date on which guarantee was released ....19......

3. Besonderhede in verband met die aansoeker is:
Particulars in connection with the applicant are:
   (a) (i) Naam van pensioenfonds waartoe die aansoeker bydra/Name of pension fund to which the applicant contributes:
   ....
   (ii) Aantal jare wat die aansoeker bydra/Number of years applicant has contributed ....
   (b) Is die aansoeker sonder onderbreking van diens van 'n ander plaaslike bestuur oorgeplaas? ("Ja" of "Nee")
   Has the applicant been transferred without a break in service from another local authority? ("Yes" or "No") ....
   (c) Moet die aansoeker amptelike kwartiere bewoon? ("Ja" of "Nee")
   Is the applicant required to occupy official quarters? ("Yes" or "No") ....
   (d) Ouderdom Jaar
   Age .... Year
   (e) Getal werklike jare aaneenlopende bevredigende diens voltooi
   Number of actual years of continuous satisfactory service completed ....
   (f) (i) Totale jaarlikse bruto salaris en pensioengewende toelaes met ingang van die datum van die volgende salarisverhoging
   Total annual gross salary and pensionable allowances as from the date of the next salary increment .... R..
   (ii) Jaarlikse diensbonus
   Annual service bonus .... R..
   (iii) Plaaslike bestuur se bydrae tot die pensioenfonds
   Local authority's contribution to the pension fund .... R..
   (iv) Plaaslike bestuur se jaarlikse bydrae tot die mediese fonds
   Local authority's annual contribution to the medical aid fund .... R..

....

Departementshoof
Head of Department

* Indien die Departementshoof of sy gemagtigde van mening is dat, dit gewaagd is om die aansoeker as gevolg van die aansoeker se swak finansiële posisie of om ander redes wat aan hom bekend is, moet hy die stadsklerk dienooreenkomstig verwittig/If the Head of the Department or his assignee is of the opinion that by reason of the applicant's unsound financial position or for other reasons known to him, it would be unwise to recommend him, he shall advise the town clerk accordingly.

† Moet slegs ingevul word indien van toepassing/To be completed only if applicable.

DEEL/PART C

Moet deur die stadsklerk of sy gemagtigde ingevul word.
To be completed by the town clerk or his assignee.

Aan die aansoeker.
To the applicant.

1. Die maksimum lening/addisionele lening wat oorweeg kan word is—

1. The maximum loan/additional loan that can be considered is—

R...

2. Bostaande finansiële besonderhede sal vir hoogstens ses maande vanaf die datum hiervan van krag wees op voorwaarde dat u voldoen aan al die voorwaardes waaraan 'n lening kragtens die Behuisingsleningskema vir werknemers van Plaaslike Besture (Tvl.) onderworpe is. Indien u gedurende dié tyd versuim om enigeen van die voorwaardes na te kom, moet hierdie vorm onmiddellik aan hierdie kantoor teruggegee word.

2. The above financial particulars will be valid for a period not exceeding six months from the date hereof on condition that you comply with all the conditions governing a loan under the Housing Loan Scheme for Employees of Local Authorities (Tvl) if within that period you fail to comply with any of the said conditions, this form must be returned to this office immediately.

3. Hierdie vorm moet nou ingedien word by die vereniging by wie u voornemens is om aansoek om 'n lening te doen, maar) behoudens die neem van 'n opsie op 'n eiendom) moet geen ooreenkoms met derde partye aangegaan word nie alvorens die vereniging en hierdie kantoor u aansoek om 'n lening skriftelik goedgekeur het.

3. This form must now be handed to the society to which you propose applying for a loan, but no agreement (other than obtaining an option on a property) shall be entered into with third parties before the society and this office have approved your application for a loan in writing.

4. 'n Aansoek om 'n lening vir die oprigting van 'n woning moet vergesel gaan van 'n afdruk van die deur die plaaslike bestuur goedgekeurde plan van die woning, asook 'n afdruk van 'n spesifikasie vir, onder andere, afwerkings en van die tender.

4. An application for a loan to build a dwelling must be accompanied by a copy of the plan of the proposed dwelling, as approved by the local authority, as well as a copy of the specification for, inter alia, finishes and of the tender.

5. Bedrag wat die aansoeker ten opsigte van die koopsom kontant moet betaal, is—

5. The amount which the applicant must pay in cash in respect of the purchase price is—

R...

Datum/Date ....19......

....
Stadsklerk
Town Clerk

DEEL/PART D

Moet deur Bougenootskap ingevul word/Must be completed by Building Society

Die Stadsklerk The Town Clerk

....

....

....

1. Besonderhede van perseel: ('n Skets word verlang waar dit moeilik is om te bepaal waar die eiendom geleë is)
Particulars of stand: (A sketch is required where difficulty may be experienced in locating the property)

Erf
Stand .... Oppervlakte
Area ....

Dorpsgebied
Township .... Munisipaliteit
Municipality ....

Naam van straat
Name of street .... Nommer van woning
Number of dwelling ....

Meld onverstreke termyn van huurkontrak, indien huurpageiendom
State unexpired period of lease, if leasehold property ....

Munisipale waardasie: Grond
Municipal valuation Land....... R.................... Verbeterings
Improvements R.................... Totaal
Total...... R....................

2. BESONDERHEDE VAN WONING/BOUPERSEEL WAT AANGEKOOP WORD:*
PARTICULARS OF DWELLING/BUILDING STAND WHICH IS BEING PURCHASED:*

(a) Koopprys
Purchase price .... R....................

(b) Balans volgens koopakte/verband verskuldig
Balance due in terms of deed of sale/bond .... R....................

(c) *Plus:* Koste van beoogde verbeterings†
Cost of proposed improvements† .... R.................... R

(d) Lening waarom aansoek gedoen word
Loan applied for .... R....................

(e) Datum waarop die woning— (i) gebou is
Date on which the dwelling— was built........................19...... (ii) betrek kan word
may be occupied ....19......

3. BESONDERHEDE VAN WONING WAT GEBOU/AANGEBOU/HERSTEL WORD‡
PARTICULARS OF DWELLING WHICH IS BEING ERECTED/ENLARGED/REPAIRED‡

(a) Koopprys van perseel
Purchase price of stand .... R....................

(b) Verbeterings sedert aankoop aangebring
Improvements effected since purchase ....
.... R.................... R....................

(c) Balans van koopprys
Balance of purchase price .... R....................

(d) Koste van beoogde verbeterings†
Cost of proposed improvements† .... R.................... R....................

* Koop sluit ook in die aflos van 'n bestaande verband
Purchase includes the redemption of an existing bond.

† Een kopie van die plan, spesifikasie en tender moet aangeheg word
One copy of the plan, specification and tender must be attached.

‡ Skrap wat nie van toepassing is nie
Delete whichever is not applicable.

(e) Strukturele onderhoud (heg beknopte spesifikasie van beoogde herstelwerk aan)
Structural maintenance (attach brief specification of proposed maintenance work) .... R...............................

(f) Lening waarom aansoek gedoen word
Loan applied for.. R...............................

4. BOUGENOOTSKAP SE WAARDASIE
BUILDING SOCIETY'S VALUATION

(a) Woning teen per
Dwelling ....m^2 at R.......................................per m^2.......................... R...............................

(b) Verandas teen per
Verandahs...............................m^2 at R.......................................per m^2.......................... R...............................

(c) Buitegeboue teen per
Outbuildings...........................m^2 at R.......................................per m^2.......................... R...............................

(d) Ander verbeterings
Other improvements..

.... R...............................

(e) Grond/Land .... R...............................

Totaal/Total.............. R

5. AANBEVELING DEUR BOUGENOOTSKAP
RECOMMENDATION BY BUILDING SOCIETY

(a) 'n Lening van (persent van die waardasie) terugbetaalbaar oor jaar,
A loan of R..............................(per cent of the valuation) repayable over .... years,

teen per maand, wat soos volg saamgestel is:
at R.......................................per month, made up as follows:

(i) Verpligte paaiement (kapitaal en rente)
Compulsory instalment (capital and interest) .... R...............................

(ii) Assuransie
Insurance... R...............................

(iii) Ander (spesifiseer)
Other (specify) .... R...............................

.... R...............................

.... R...............................

Totaal/Total..................................... R

onderworpe aan 'n waarborg van deur die plaaslike bestuur, word aanbeveel.
subject to a guarantee of R.. by the local authority, is recommended.

(b) Bedrag ten opsigte van ondersoekgeld ingesluit
Amount included in respect of scrutinising fee .... R...............................

(c) Die fondse sal beskikbaar wees gedurende
The funds will be available during.............................. | maand month | jaar year |

Naam van Bougenootskap
Name of Building Society ....

Adres
Address...

Verwysing
Reference ....

Datum
Date...19......

....
Takbestuurder/Branch Manager

BYLAE C/ANNEXURE C

BOULENING/HOUSING LOAN

AFTREKORDER—STOP ORDER

Verwysingsnommer, Bougenootskap
Reference number, Building Society......................................

Plaaslike bestuur se verwysingsnommer
....
Reference number of local authority

Ek, die ondergetekende
I, the undersigned..

Pensioennommer/Pension number.. ....

Hoedanigheid/Capacity ....

Standplaas/Stand ....

magtig hierby die stadstesourier van die plaaslike bestuur van
hereby authorise the city treasurer of the local authority of ....

*om maandeliks/weekliks, met ingang van
*to deduct monthly/weekly, with effect from ....

'n bedrag van / an amount of.. R..van my salaris/loon af te trek en dit oor te betaal aan die / from my salary/wages and to transmit it to the................

....

....

ten opsigte van 'n bedrag deur my verskuldig vir die maandelikse paaiemente van 'n bouperseel/woning, totdat die **Ontvanger** die aftrekorder **skriftelik kanselleer.**

in respect of an amount owing by me for the monthly instalments on a building stand/dwelling, until such time as the stop order is **cancelled in writing,** by the **payee.**

Die maandelikse paaiement is soos volg saamgestel:
The monthly instalment is made up as follows:

(i) Verpligte paaiement (kapitaal en rente)
Compulsory instalment (capital and interest) .... R..

(ii) Maandelikse vrywillige vaste betaling bo (i)
Monthly voluntary fixed payment over and above (i).. R..

(iii) Assuransie
Insurance.. R..

(iv) Ander (spesifiseer)
Other (specify) .... R..

Totaal/Total.. R..

Onderteken te / Signed at .... op / on.. 19........

....
Handtekening/Signature

BYLAE D/ANNEXURE D

Verwysing
Reference ....

WAARBORG

(Bougenootskap)

Borgstellingsooreenkoms vir Behuisingskema tussen die—

....

Bougenootskap (hierna die "Genootskap" genoem) en

....

....

(naam van plaaslike bestuur)
(hierna die "Garant" genoem)

Die Garant stem hierby toe ooreenkomstig artikel 25 van Wet 11 van 1977 dat 'n lening/'n addisionele lening van—

R..

deur die Genootskap aan—

....

toegestaan word op sekuriteit van 'n verband oor—

....

....

Verder stem die Garant hierby toe dat vermelde lening/addisionele lening ingesluit word by en gedek word deur die borgtog van die Garant kragtens die ooreenkoms aangegaan tussen die Genootskap en die Garant gedateer

.... 19......

en aanvaar hierby aanspreeklikheid ten opsigte van bogenoemde verbandgewer vir—

R..

(..)

waarvan—

R..

(..)

in kontant gestort word kragtens artikel 13 van Wet 67 van 1973.

* L.W. Hierdie waarborg word gegee onderworpe daaraan dat die verbandhouer verseker dat die titelakte waarkragtens die verbandgewer die eiendom hou, kragtens artikel 1 (2) van die Wet op Huweliksaangeleenthede, 1953 (Wet 37 van 1953) geëndosseer is.

Vir en namens die Garant en behoorlik daartoe gemagtig

GUARANTEE

(Building Society)

Suretyship Agreement for Housing Scheme between the—

....

Building Society (hereinafter referred to as the "Society") and

....

....

(name of local authority)
(hereinafter referred to as the "Guarantor")

The Guarantor, pursuant to section 25 of Act 11 of 1977, hereby consents to a loan/an additional loan of—

being granted by the Society to—

upon the security of a mortgage bond over—

The Guarantor hereby also consents to the said loan/additional loan being included in and covered by the suretyship of the Guarantor under the agreement entered into between the Society and the Guarantor dated

and hereby accepts liability in respect of the above mortgagor for—

of which—

is deposited in cash by virtue of the provisions of section 13 of Act 67 of 1973.

* N.B.—This guarantee is given subject thereto that the bondholder ensures that the title deed under which the mortgagor holds the property is endorsed in terms of section 1 (2) of the Matrimonial Affairs Act, 1953 (Act 37 of 1953).

For and on behalf of the Guarantor and duly authorised thereto

....

Handtekening/Signature *Hoedanigheid/Capacity* *Datum/Date*

* Skrap indien verbandgewer *nie* 'n vrou is wat binne gemeenskap van goedere getroud is nie.

* Delete if mortgagor is *not* a female married in community of property.

INHOUD

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Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001

10345—1