

human settlements

Department: Human Settlements **PROVINCE OF KWAZULU-NATAL**

Policy Communiqué

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MISSING AND DECEASED BENEFICIARIES

The department receives frequent enquiries related to missing and deceased beneficiaries and would like to emphasize the importance of following the correct procedures in these cases. In view thereof these policies are being communicated again to raise awareness of the existence of these processes to address related problems that are being experienced. Whereas these current guidelines are still applicable, they are being reviewed to address identified gaps. In this effort readers are encouraged to submit challenges and suggestions in writing to the office of the Acting Director: Product Development, KZN Human Settlements, via the following e-mail address: dlaine.duval@kzndhs.gov.za or sunil.ranjeeth@kzndhs.gov.za.

1. POLICY ON MISSING BENEFICIARIES

The Policy on Missing Beneficiaries outlines the process that must be followed in cases where beneficiaries have gone astray and cannot sign the D4 certificates. The policy can be applied in the following two scenarios: -

1.1 SCENARIO 1

When a beneficiary has concluded a sale agreement with the Developer/Municipality but the transfer has not taken place. This beneficiary has been approved and entered on the National Housing Database but is now missing. The Developer/Municipality must try to locate the beneficiary or his/her family at the last given address allowing the beneficiary a period of thirty (30) days to respond. Should the beneficiary not respond within the given period then, he/she is in breach of contract since he/she has not taken transfer of the property. The sale can therefore be cancelled and the property reallocated. The missing beneficiary's name must then be removed from the National Housing Database since he/ she did not receive the subsidy and replaced by the new beneficiary.

1.2 SCENARIO 2

When a subsidy has been approved and the beneficiary has taken transfer of the property but the Developer/Municipality cannot find him/her to sign the D4 certificate. In this case the Developer/Municipality must try to locate the beneficiary or his/her family at the last given address allowing the beneficiary a period of thirty (30) days to respond. The Developer/Municipality must also place a notice in the local newspapers requesting the beneficiary to take occupation of the property within a period of thirty (30) days. Should the beneficiary not respond within the given period, the Developer/Municipality can furnish an affidavit indicating that all reasonable and necessary steps have been taken to locate the beneficiary. The affidavit should also declare that a notice was placed in the local newspapers

and a copy of the notice should be attached. This affidavit will then be accepted in place of the D4 certificate for purposes of the P5 payment.

A suggestion to developers is to obtain a Power of Attorney from each beneficiary when applying for a subsidy authorising someone else (such as a family member in the project area) to accept the completed house by signing the D4 certificate, should he/she not be available on completion of the house. There remains the possibility that both the beneficiary and his family cannot be traced whilst the property has been transferred into that beneficiary's name. Such a situation implies that an empty house will be exposed to vandalism.

It is proposed that once the developer has followed the procedure as spelt out in scenario 2 the completed house be handed over to the municipality who can temporarily allocate the house to another potential beneficiary. The municipality must then follow the due legal process for de-registration or expropriation. *An example of a Power of Attorney is attached as Annexure A*.

1.3 TRANSFER OF PROPERTY BY A MUNICIPALITY WHERE A BENEFICIARY CANNOT BE FOUND

The policy for the Transfer of Property by a Municipality where a Beneficiary cannot be Found was approved by the MEC on the 15th October 2001. It can be applied when the beneficiary cannot be located after the transfer of the property to him/her has been effected, and the developer has complied with the policy on missing beneficiaries:

- The department advises the municipality of the situation and the municipality accordingly takes charge of the property.
- The municipality rents the house out at a reasonable rental.
- The municipality retains from the rental the rates and a reasonable maintenance fee, and pays the balance into the Guardian's Fund at the Master of the High Court to be held in trust for the owner.
- The municipality maintains the house for the period the house is under its control.
- The income from the sale must be paid into the owners trust account in the Guardian's Fund at the Master of the High Court.
- The municipality reports to the department on the status of these properties on a quarterly basis.

2. PROCEDURE ON DECEASED BENEFICIARIES

The Department has a procedure to deal with deceased beneficiaries in terms of the different scenarios that could occur. The procedure that is generally followed is to wind up the estate

and appoint an executor. This process can be time-consuming. In an effort to obviate delays and problems in the event of the death of the beneficiary, the Department has a prepared a Will which developers must request beneficiaries to complete when applying for a subsidy. The Will also include the appointment of a guardian in the event of the property devolving to the minor children of the beneficiary to accommodate the possibility of child headed households. The Will, attached as Annexure B, is made only in respect of the subsidised property in question and allows for the property to be disposed of in shares.

The Procedure on Deceased Beneficiaries will apply as follows:

- If a sale agreement has been concluded with a beneficiary but the beneficiary's application for a subsidy has not been approved, then the sale should he cancelled and the site reallocated. The sale agreement is suspensive upon the approval of the subsidy application. The site may well be reallocated to another family member but essentially, in these cases, the sales administration process commences afresh.
- If a sale agreement has been concluded and the deceased beneficiary's application for a subsidy has been approved, and an executor of the deceased's estate has been appointed, then the property can be transferred into the name of the deceased estate and the executor will sign all other necessary documentation. If the estate is wound up prior to transfer, then the property can obviously be transferred to the heirs of the beneficiary.
- If a sale agreement has been concluded and the deceased beneficiary's subsidy application
 has been approved, but there is no executor, then the developer must use his best
 endeavours to contact the dependants. If the deceased beneficiary's spouse or other
 dependant is over the age of 18 years, then the beneficiary should be replaced and the
 process continued thereafter.
- If a sale agreement has been concluded and the subsidy application has been approved, and there is no executor and no dependant over the age of 18 years, then the developer should attempt to contact the dependants in order to arrange for the death to be reported and an executor appointed. The executor can then sign all further documentation and the site can be transferred into the name of the estate or the heirs if the estate is finalised. If however, there is no dependant over the age of 18 years and the dependant cannot be located or, alternatively, do not co-operate with regard to the reporting of the death of the beneficiary, then the site should be reallocated. Clearly, this will be easier to do in the case of a greenfields project. In the case of an in situ upgrade, it would appear to be preferable to take steps to report the death so that an executor can be appointed.

2.1 PROCEDURE ON DECEASED BENEFICIARIES: INSITU UPGRADE PROJECTS

The following scenario will apply in the case of Insitu Upgrade Projects.

Where a sale agreement has been concluded with the beneficiary but the beneficiary application for a subsidy has not been approved, the procedure provided that the sale be cancelled and the site re-allocated to another family member. In order to expedite the matter, when a beneficiary passes away and has not left a will where the sale agreement has been concluded but the subsidy is not approved and transferred, the property may be transferred directly to the beneficiary's spouse or co-habiting partner.

In the absence of a spouse or co-habiting partner, the property may be transferred in equal shares to the children. It may not be necessary to cancel the sale and re-allocate the property. The beneficiary can nominate an executor, heirs and a guardian, upon allocation of the subsidised property to obviate delays associated with deceased beneficiaries by completing the attached Will.

2.2 DECEASED BENEFICIARIES AND THE CONSOLIDATION SUBSIDY

One of the eligibility criteria for the Consolidation Subsidy Scheme is that the beneficiary must have registered title to the property for which the subsidy is applied, therefore it is imperative to indicate that the Consolidation Subsidy is not transferable nor can be claimed as part of the deceased estate in the event where the Consolidation Subsidy was approved but not used.

However, in the event that the Consolidation Subsidy was approved and top structure constructed, and the applicant demise prior to his/her signing a happy letter, such subsidy will accrue to the deceased estate and as such must be administered under the provisions of the Administration of the Estates Act, Act 66 of 1965. If the total value of the estate (property) is below R125 000.00 it would be administered in terms of Section 18 of the Administration of Estates Act 66 of 1965.

The Section procedure is not time consuming and is also not costly. Furthermore, the Master can, in terms of Section 18 (3) of the Administration of Estates Act, exercise his discretion as to the manner in which any such estate can be liquidated and distributed.

2.3 SIGNING OF THE HAND OVER CERTIFICATE "HAPPY LETTER"

The National Department of Housing has advised that the municipality can sign a happy letter provided that it is not a developer, but in case where it is a developer, the Department of

Housing at a provincial level should sign it. It should be noted that the provisions of the Intestate Succession Act, Act 81 of 1987 as amended by Law of Succession Amendment Act, Act 43 of 1992 must be exhausted before a respective institution can take a decision that there is no successor in title. Proof of the process followed to exhaust these provisions must be submitted to the Department together with the request for the signing of the "happy letter". *An example of a Rural & IRDP Handover Certificate is attached as Annexure C.*

The Policy on Missing Beneficiaries and the Procedure on Deceased Beneficiaries may be accessed on the Department's website at <u>www.kzndhs.gov.za</u>

_____ END_____

REVISED PROCEDURE FOR CLOSING OUT OF PROJECTS

Currently this province is burdened with numerous projects that have reached the close- out stage but have not closed out. This is due to certain tasks related to close- out that have not been properly carried out from the initial stages of the project. This has therefore resulted in most projects remaining inactive indefinitely. In an effort to address this issue, The MEC has approved the Revised Procedure for the Closing out of Projects

1. PROCEDURE FOR PROJECT CLOSURE

The following guidelines are applicable to all projects initiated by KwaZulu-Natal Department of Human Settlements excluding Rental Housing Projects.

1.1 OPENING AND MAINTAINING A PROJECT CLOSE OUT FILE

Once the project agreement has been concluded the developer and the Provincial Department must open and keep a project close out file with the following documents:

- Copy of the Project Agreement
- Land Availability Agreements / Development Rights Agreements / Land Purchase Agreements
- Services Agreements
- Sales Agreements
- The various certificates mentioned below
- Professional indemnity certificates which are valid for a period of at least two years beyond the completion of the project

Confirmation from the municipality and/or implementing agent/project manager that the contractors/ developers guarantees have been released.

1.2 IDENTIFICATION OF PROJECTS FOR CLOSE OUT

Projects will qualify for close-out in the following circumstances:

- Projects which have properly carried out the necessary close-out activities to the end
- Slow moving projects: This refers to those projects that are moving far behind the scheduled time frame
- **1.2.1 Problematic projects:** There are various reasons that may lead to a project being categorized as problematic. The following are some examples of such projects:

- Beneficiary Problems: The advancement of the project is affected in instances where beneficiaries die or go missing before the project is finalized. This impinges on the progress of the project until the problem is resolved.
- Legal Processes: Problems within the project that require legal processes to be followed before any action is taken have a negative influence on the continuity of the project. This includes projects where fraud or corruption has been uncovered or the developer becomes liquidated and cannot complete the project.
- Additional Funding: Some projects become interrupted as they require additional funding due to escalation. The interruption leads to the project becoming dormant indefinitely until the required funding is approved.
- Inadequate Capacity: Existing and new projects require dedicated capacity to ensure that all required processes are pursued. Lack of capacity from the Municipality or the Province may lead to a project becoming delayed.
- Land: Any delays related to land may cause a major setback in achieving progress in a project within the set time frame.

1.3 REASONS FOR PROJECT CLOSURE

The project manager compiles a report and submits it to the MEC, recommending project closure. The proposed structure for Project close-out will be the responsibility of the **Sustainable Human Settlements (SHS) Chief Directorate**. Project closure takes place under the following conditions:

- At the time of the proposed termination, there are no funds outstanding either to or from the Department, and the project cost and units are the same as stipulated in the Project Agreement.
- The project units are less than the units stipulated in the Project Agreement, although there are no funds outstanding at the time of the proposed termination.
- At the time of the proposed termination, there are funds outstanding either to or from the Department, and moneys should be paid to, or recovered from, the Department.

The MEC approves requests for project closure and issues resolutions. The final process of the project (official & final project closure) must be done not later than 3 months after completion of the project.

1.4 STAGES OF PROJECT CLOSURE

In terms of the existing project processes, project closure must be undertaken throughout the **3 stages (2 stages in rural)** of a project as implemented in KZN. A Project Close Out file must be opened by the Integrated Planning Directorate and handed over to Sustainable Human Settlements for subsequent close out stages. All applicable activities within each stage must be closed out before proceeding to the next stage of the project.

A Close Out report must be compiled and submitted to the Chairperson of the Technical Evaluation Committee (TEC) at the end of each stage for recommendations to the Head of Department (HoD) for approval. Official and Final Project Closure must be done not later than three (3) months after completion of the project and submitted to the MEC for approval. The final project closure must consist of the reports submitted to TEC at the end of the various stages.

Each stage of the project closure will accommodate the following 3 categories,

CATEGORIES	PROJECT STAGES			
	STAGE 1 URBAN & RURAL PLANNING CLOSE OUT	STAGE 2 URBAN SERVICES CLOSE OUT	STAGE 3 URBAN STAGE 2 RURAL TOP-STRUCTURE CLOSE OUT	
	*The following responsibilities must be undertaken or overseen by the relevant responsible Planner of the project	*The following responsibilities must be undertaken or overseen by the relevant responsible Project Monitor of the project	*The following responsibilities must be undertaken or overseen by the relevant responsible Project Monitor of the project	
TECHNICAL	Evaluation of core Risk Areas must be undertaken and the relevant report received.			
	 Land Detailed land status report Compatible with the IDP and Land development objectives. ITB: Development Rights Agreement: applicable in rural areas. 	Township EstablishmentA certificate confirming that all conditions of establishment have been complied with, is issued at this stage by the developer.An approved General Plan as well as proclamation of the township and Confirmation on the opening of the township registers.	 Construction of a Top Structure A contract agreement is entered between IA and Contractor for the construction of a top structure as per the prescribed specification and inspected by NHBRC and provincial inspectors before handover to beneficiaries. 	
	 2) Services Bulk Services capacity confirmed by engineering design including letter of confirmation approved by relevant funding authority. 	 Bulk and Link Services The Municipality issues a certificate confirming that a service agreement has been concluded between itself and the Developer/IA. A service agreement is entered between Municipality and Implementing Agent for the installation of bulk and services. Clearance and operational certificates must be issued by the Municipality accepting that the services are completed and the Municipality is taking over. 		

CATEGORIES	PROJECT STAGES			
	STAGE 1 URBAN & RURAL PLANNING CLOSE OUT	STAGE 2 URBAN SERVICES CLOSE OUT	STAGE 3 URBAN STAGE 2 RURAL TOP-STRUCTURE CLOSE OUT	
	*The following responsibilities must be undertaken or overseen by the relevant responsible Planner of the project	*The following responsibilities must be undertaken or overseen by the relevant responsible Project Monitor of the project	*The following responsibilities must be undertaken or overseen by the relevant responsible Project Monitor of the project	
		 The relevant certificates must be secured from the IA's / professionals for close-out purposes. 		
		Home Enrolment		
	 1) Planning Confirmation of General Plan in terms of SPLUMA/PDA/DFA / LEFTEA 	 Registration of houses with the NHBRC is undertaken. Registration Certificate is issued. 		
	 Geotech Preliminary report on Land Sustainability (geotechnical, topographical, environmental etc.) 			
	 3. Social Socio-economic study. Payment of rates and services. Monitor/Facilitator Report. 			
	 Environmental Impact assessment EIA screening report. 			

CATEGORIES	PROJECT STAGES		
	STAGE 1 URBAN & RURAL PLANNING CLOSE OUT	STAGE 2 URBAN SERVICES CLOSE OUT	STAGE 3 URBAN STAGE 2 RURAL TOP-STRUCTURE CLOSE OUT
	*The following responsibilities must be undertaken or overseen by the relevant responsible Planner of the project	*The following responsibilities must be undertaken or overseen by the relevant responsible Project Monitor of the project	*The following responsibilities must be undertaken or overseen by the relevant responsible Project Monitor of the project
ADMINSTRATIVE & LEGAL	 Secure copies of approved project submission for Stage 1 signed by the MEC. 	 Secure copies of approved project submission for stage 2 signed by the MEC. 	 Legal certificates confirming the transfer of all erven to the Beneficiaries.
	 Project agreement between the MEC and the developer/IA. 	 Project agreement is concluded between the MEC and the developer/IA. 	
		 The process of beneficiary administration is undertaken through the relevant database verification. 	
		A certificate confirming the final beneficiary list must be issued by KZN Subsidy Administration Section. They must confirm the following:	
		 That all beneficiaries have been captured in the National Housing Database or HSS Report. That beneficiary detail on conveyancer's certificate matches the entries on the Housing Subsidy System. 	
		 That the actual subsidy mix is in accordance with the project agreement and corrections have been made where necessary. 	

CATEGORIES	PROJECT STAGES			
	STAGE 1 URBAN & RURAL PLANNING CLOSE OUT	STAGE 2 URBAN SERVICES CLOSE OUT	STAGE 3 URBAN STAGE 2 RURAL TOP-STRUCTURE CLOSE OUT	
	*The following responsibilities must be	*The following responsibilities must be	*The following responsibilities must be	
	undertaken or overseen by the relevant	undertaken or overseen by the relevant	undertaken or overseen by the relevant	
	responsible Planner of the project	responsible Project Monitor of the project	responsible Project Monitor of the project	
FINANCIAL	 The planner must check and certify that	 The project monitor must check and certify	 The project monitor must check and certify	
	the actual payment tallies with the subsidy	that the actual payment tallies with the	that the actual payment tallies with the	
	quantum applicable to Stage 1 activities	subsidy quantum applicable to Stage 2	subsidy quantum applicable to Stage 3	
	undertaken.	activities undertaken.	activities undertaken.	
	 The Planner must request a financial close	 The Monitor must request a financial close	 The Monitor must request a financial close	
	out from the Director: Finance.	out from the Director: Finance.	out from the Director: Finance.	
	 Close out requests from IP must be	 Close out requests from SHS must be	 Close out requests from SHS must be	
	accompanied by copies of all approvals	accompanied by copies of all approvals	accompanied by copies of all approvals	
	alignments/realignments and any	alignments/realignments and any	alignments/realignments and any	
	Memoranda of Agreement.	Memoranda of Agreement.	Memoranda of Agreement.	
	 The Planner must provide all relevant	 The Monitor must provide all relevant	 The Monitor must provide all relevant	
	certificates indicating that the project	certificates indicating that the project stage	certificates indicating that the project	
	stage has been completed without any	has been completed without any	stage has been completed without any	
	outstanding claims.	outstanding claims.	outstanding claims.	
	 Finance will undertake a reconciliation of financial statements reflecting funds that have been transferred against funds that have been expended. This must include all alignments and inflationary adjustments. 	 Finance will undertake a reconciliation of financial statements reflecting funds that have been transferred against funds that have been expended. This must include all alignments and inflationary adjustments. 	 Finance will undertake a reconciliation of financial statements reflecting funds that have been transferred against funds that have been expended. This must include all alignments and inflationary adjustments. 	

2. INSTITUTING A LEGAL ACTION

Regions must actively engage in correspondence with the Developer with the view to establish accurate and detailed reasons for non-performance. In cases where regions are of the opinion that based on the information derived, the developer/implementing agent is either in breach or is clearly guilty of non-performance, must prepare a comprehensive submission to the MEC. The submission should make recommendations for cancellation or remedy with a specific methodology to achieve a "least cost, least risk" solution to the Department. Following a thorough investigation, the Department (MEC) may institute procedures of cancellation.

The comprehensive policy guideline including the flow diagram & checklist can be accessed on the Department's website at <u>www.kzndhs.gov.za</u>

-----END------

ANNEXURE A	
POWER OF ATTORNEY	
I	
Identity Number	
Owner of Site Number:	
Signature	Date
Hereby grant Power of Attorney to:	
Name:	
Identity Number:	
Signature	
To sign both the Practical Completion and Ha retention Certificate in respect of the house to	andover Certificate "Happy Letter" and the observe the observe the site

WILLDECLARATIONI the undersigned, Name:		
the undersigned. Nume: ID. No.; Declare this to be my last will and testament with regard to, Erf	ANNEXURE B	
Nume: ID. No.: Declare this to be my last will and testament with regard to. Erf I. REVOCATION OF PREVIOUS WILL I revoke all former wills or other testamentary dispositions heretofore made by me jointly and individually with regard to Erf 2. APPOINTMENT OF EXECUTOR I appoint as the Executor of the will: Nume: ID. No.:		WILL/DECLARATIONI
Decker this to be my last will and testament with regard to, Erf I. REVOCATION OF PREVIOUS WILL I revoke all former wills or other testamentary dispositions heretofore made by me jointly and individually with regard to Erf 2. APPOINTMENT OF EXECUTOR Japoint as the Executor of the will: Nne:	the undersigned,	
	Name:	ID. No.:
I revoke all former wills or other testamentary dispositions heretofore made by me jointly and individually with regard to Erf . APPOINTMENT OF EXECUTOR I appoint as the Executor of the will: Nume: ID. No:	Declare this to be my last will and testament with	regard to, Erf
	1. REVOCATION OF PREVIOUS WILL	
I appoint as the Executor of the will: Name:	I revoke all former wills or other testamentary di	ispositions heretofore made by me jointly and individually with regard to Erf
I appoint as the Executor of the will: Name: ID. No.: Address: Telephone No.: 3. APPOINTMENT OF GUARDIAN I appoint as Guardian of my minor dependants: Name: ID. No.: Address: Telephone No.: Address: Address: Telephone No.: Address: Address: Address: Address: Address: Address: Telephone No.: Address: Address: Address: Telephone No.: Address: Address		
Name: ID. No.: Address:		
Address:	••	
Image:		
3. APPOINTMENT OF GUARDIAN Iappoint as Guardian of my minor dependants: Name: ID.No.: Address:		
I appoint as Guardian of my minor dependants: Name: ID. No.: Address:		Ielephone No.:
Name: ID. No.: Address:		
Address:		
4.POWERS OF DISPOSAL AND LIQUIDATION My Executor may in his/her sole discretion sell or realize my property. Erf, at a price and at a time and in a manner as he/she may deem fit provided that he/she shall always endeavour to act in the interests of my estate and heirs. 5. APPOINTMENT OF HEIRS I bequeath Erf		
My Executor may in his/her sole discretion sell or realize my property, Erf, at a price and at a time and in a manner as he/she may deem fit provided that he/she shall always endeavour to act in the interests of my estate and heirs. 5. APPOINTMENT OF HEIRS I bequeath Erf to, 1) Name: ID. No: Percentage of share 2) Name: ID. No: Percentage of share 3) Name: ID. No: Percentage of share TESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR AS WITNESSES: 1 Thus signed and sworn to at on this day of 20 the testator having acknowledged that s/he knows and understands the contents of this will/declaration, and further, that she has no objection to taking the prescribed oath which is bin/her conscience. BEFORE ME:		Telephone No.:
manner as he/she may deem fit provided that he/she shall always endeavour to act in the interests of my estate and heirs. 5. APPOINTMENT OF HEIRS I bequeath Erf	-	
I bequeath Erf	My Executor may in his/her sole discretion sell or re manner as he/she may deem fit provided that he/she	ealize my property, Erf, at a price and at a time and in a shall always endeavour to act in the interests of my estate and heirs.
1) Name: ID. No.: Percentage of share ID. No.: 2) Name: ID. No.: Percentage of share ID. No.: 3) Name: ID. No.: Percentage of share ID. NO. OF TESTATOR AS WITNESSES: Intus signed and sworn to at on this day of	5. APPOINTMENT OF HEIRS	
Percentage of share	l bequeath Erf	to,
Percentage of share	1)Name:	ID. No.:
2) Name: ID. No.: Percentage of share 3) Name: ID. No.: Percentage of share ID. No.: ID. No.: Percentage of share ID. No.: ID. NO. OF TESTATOR ID. NO. OF TESTATOR ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ID. NO. OF TESTATOR ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR ESTATOR'S SIGNATURE/ RIGHT HAND	Percentage of share	
Percentage of share		ID. No.:
3) Name: ID. No.: Percentage of share		
Percentage of share		ID. No.:
TESTATOR'S SIGNATURE/ RIGHT HAND THUMB PRINT ID. NO. OF TESTATOR AS WITNESSES: Thus signed and sworn to at on this day of 1		
AS WITNESSES: 1 Thus signed and sworn to at on this day of 20, the testator having acknowledged that s/he knows and understands the contents of this will/declaration, and further, that s/he has no objection to taking the prescribed oath which is binding on his/her conscience. BEFORE ME:		
AS WITNESSES: Thus signed and sworn to at on this day of 1	TESTATOR'S SIGNATURE/ RIGHT HAND TH	HUMB PRINT ID. NO. OF TESTATOR
1.		
2 BEFORE ME:		20, the testator having acknowledged that s/he knows and understands the contents of
		which is binding on his/her conscience.
COMMISSIONER OF OATHS	<u></u>	DEFURE ME:
		COMMISSIONER OF OATHS

INCWADI YOKWABA IFA	
Mina osayine ngezansi,	
Igama:	Inombolo kamazisi:
Ngibeka lokhu njengencwadi yami yokwaba ifa yoku	igcina ngokuqondene neSiza unombolo
1. UKUHOXISA INCWADI YOKWABA IFA EYE	DLULE
Ngihoxisa zonke izincwadi zokwaba ifa ezingaphamł neSiza unombolo	oi kwalena engizenze ngokuhlanganyela nengizenze ngokwahlukana ngokuqondene
2. UKUQOKWA KOMABI WEFA	
Ngiqoka njengoMabi wefa:	
Igama: In	ombolo kamazisi:
Ikheli:	
Inombolo yocingo	D:
3. UKUQOKWA KOMBHEKI	
Ngiqoka njengoMbheki wezingane zami ezisengapha	nnsi kwesandla sami:
Igama:In	nombolo kamazisi:
Ikheli:	
	Inombolo yocingo:
4. AMANDLA OKUTHENGISA NOKUHLAKAZA	IMPAHLA
Umabi wami wefa ngokubona kwakhe angayidayisa nangesikhathi kanye nangendlela ayibona ifanele ing izidingo zefa lami kanye nezindlalifa zami.	impahla yami eyiSiza unombolo ngenani Jobo nje uma kulokho azokwenza eyozama ngaso sonke isikhathi ukuthi kubhekeleke
5. UKUQOKWA KWEZINDLALIFA	
Ngishiya iSiza unombolo	kulaba,
1) Igama:]	Inombolo kamazisi:
Amaphesenti azowathola	_
2) Igama:	Inombolo kamazisi:
Amaphesenti azowathola	
3) Igama :]	Inombolo kamazisi
Amaphesenti azowathola	
ISIGINESHA YOMUNTU OWABA IFA/	INOMBOLO KAMAZISI
ISITHUPHA SANGAKWESOKUDLA	Isayinwe yafungelwa e ngomhla ka ku
OFAKAZI	20, umninifa uyavuma ukuthi uyakwazi futhi
1	uyakuqonda okuqukethwe yincwadi yokwaba ifa. Akaphikisani nokwenza isifungo esimisiwe nesimbophezela kunembeza wakhe.
2	
	PHAMBI KWAMI :
	UMFUNGISI

ANNEXURE C

IRDP/URBAN

HANDOVER	CERTIFICATE		5 (14) (b)
		S	ite No.:
Project Name:			
Project Number:			
Developer:			
l, the undersigned (Name of Occupant / App	proved Beneficiary)		
I D Number		Contact nu	mber
do hereby acknowledge that I have take structure has been developed in a satis agreement of sale between myself and th me.	factory manner in a	ccordance with the sp	pecifications stipulate
Signed at	on this	day of <i>(Month)</i>	
PURCHASER/APPROVED BENEFICIAF	RY	Name of Signatory	· <i>,</i>
Left Thumb Print	Right Thumb Print		
	(If signature is not p	provided)	
Signed at	on this	day of <i>(Month)</i>	(Year)
Signature Developer	_	Name of signatory	,
	FOR OFFICIAL	USE	
Data captured by: Name:	Signatu	ıre:	Date:
Verification by: Name:	Signatu	re:	Date:

RURAL

	HANDOVER CERTIFICATE	5
	[Allotment No.:
Project Name:		
Project No.:		
Developer's Name:		
l, the undersigned,	(Name of Occupant / Approved Beneficiary)	
D Number	Contact Nu	Imber
allotment and top-struct	that I have taken possession of the above all ture has been developed in a satisfactory in the agreement between the Developer and	manner in accordance with th
Signed at	on this day of(<i>Mo</i>	onth) (Year)
OCCUPANT/APPROVE	D BENEFICIARY	
Left Thumb Print	Right Thumb Print	
	(If signature is not provided)	
Signed at	on this day of (Mo	onth) (Year)
Signature Developer	Name of signator	У
	FOR OFFICIAL USE	
Data captured by: Nar	no: Signaturo:	Date:
	ne:Signature:	