



P R O J E C T
MANAGEMENT (Pty)Ltd

NDATSHANA RURAL HOUSING PROJECT

SOCIAL COMPACT

("This compact")

Entered into by:

- (1) **NQUTHU MUNICIPALITY**
(THE DEVELOPER)
Herein represented by:
Mr M. Zulu
(Municipal Manager)

And

- (2) **THE INGONYAMA TRUST TRADITIONAL COUNCIL**
Herein represented by:
P.B.N. Molefe
(Inkosi or his assignee)

And

- (3) **NDATSHANA HOUSING COMMITTEE**
(COMMUNITY BASED PARTNER)
Herein represented by:
Miss Bongiwe Happiness Zondo
(Chairperson)

And

- (4) **ZD PROJECT MANAGEMENT PTY LTD**
(IMPLEMENTING AGENT)
Herein represented by:
Miss Zanele Dlamini
Managing Director

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SOCIAL COMPACT AGREEMENT ISIVUMELWANO

PURPOSE

Ndatshana Social Compact Agreement acts as a manual that illustrates clear objectives, responsibilities and commitment of controlling hindrances that might hinder the development.

Lesisivumelwano sokusebenzisana siwumqingo oqukethe izindlela ezichaza ngokusobala injongo yohlelo lwentuthuko, imisebenzi okumele yenziwe kanye nezindlela zokuxazulula izingqinamba ezingase ziphazamise lomsebenzi wentuthuko.

BACKGROUND

The project is earmarked for the community settling at Ndatshana situated within **Nquthu Local Municipality**. It is a development of **One Thousand (1000)** low cost rural houses. They will be built in **Ward 15 & 16**. This area consists of **two Izigodi** (Traditional wards) which are taken care of by Izinduna (Traditional Councillors).

*Lentuthuko ihlelelwa umphakathi owakhele umkhandlu weNdatshana **Traditional Council** ongaphansi kwe **Nquthu Local Municipality**. Kuzothuthukiswa indawo ngaphandle kokuguqula isimo sendawo ngokwakhiwa kwezindlu zomxhaso eziyinkulungwane eyodwau (1000) kwimukamo emibili okungu Ward 15 no 16. Lendawo ezothuthukiswa ineziGodi ezimbili ezengamelwe Izinduna zenkosi.*

The community of Ndatshana has democratically elected people as community representation throughout the development. They have been workshopped and constituted accordingly.

Umphakathi waseNdatshana uzikhethele abantu abazomela umphakathi kuloluhlelo lwentuthuko. Lamalungu aseqeqeshiwe futhi abe esakha umthethosisekelo.

The **Community, Community Based Partner and Traditional Council** have been informed that only **one house will be built per homestead**, irrespective of how many people qualify within the same homestead. They have also been informed that some beneficiaries will have to be relocated should the area be at risk as per professional investigation report. The community and all role players of **Ndatshana** have been informed that the project of this nature is **allocated according to necessity**. This means first priority will benefit people with houses that are in poor conditions.

Umphakathi, Abamele uMphakathi noMkhandlu weNkosi wazisiwe kabanzi ngokuthi, kuzokwakhiwa indlu eyodwa ekhaya ngalinye, yize kunabantu abaningi ekhaya elilodwa abanelungelo lokwakhelwa ngokulandela imigomo yomuntu okwazi ukuhlomula. Lamalungu angenhla futhi aziswa ukuthi kungenzeka ukuthi abazohlomula bagudluzwe ezindaweni abakhe kuzo uma kutholakala ngokocwaningo ukuthi izobanezingqinamba kwintuthuko. Umphakathi nabobonke abaholi bendawo yase Ndatshana, bazisiwe ukuthi izindlu zizokwabiwa ngokwesidingo. Lokhu kuchaza ukuthi, abantu abanezindlu ezingekho esimweni esigeulisayo abazohlomula kuqala.

This project will be funded by **Department of Human Settlements** in two different stages. The stage 1 funds will be used for **planning** and Stage 2 funds for the **construction of low cost housing**.

Lomsebenzi uzoxhaswa ngemali wuMnyango Wezokuhlaliswa Kwabantu izigaba ezimbili. Imali yesigaba sokuqala ngeyokuhlelela lomsebenzi, kanti imali yesigaba sesibili ngeyokwakhiwa kwezindlu.



P R O J E C T
MANAGEMENT (Pty)Ltd

Social Compact Agreement – NDATSHANA

The tenure will remain informal (C.T.O.) as the project will benefit people who have been allocated stands according to **Ndatshana Traditional Council**.

Lomsebenzi ngeke uguqule ubunikazi bomhlaba, kepha abazohlumula bazoba abantu abagunyazwe ngokoMkhandlu weSizwe sase Ndatshana.

Between (1) **NQUTHU MUNICIPALITY**
Phakathi kwe (Umthuthukisi)
herein represented by : **Mr M. Zulu**
Omele umkhandlu, (Project Manager)

Who shall be the **DEVELOPER** who wishes to undertake a land development, as defined in the Development Facilitation Act 67 of 1995, by the establishment of a “**Lease Plan**”, as defined in section 6 of the **Development Facilitation Act 67 of 1995** on land leased from the **INGONYAMA TRUST BOARD** in terms the of KwaZulu-Natal Ingonyama Trust Act 3 of 1994, for the benefit of members of the –**Ndatshana**. The Ingonyama Trust has agreed to a certificate to occupy for the development of land to be occupied by the beneficiary for the aforesaid purposes.

*Ozoba nguMthuthukisi ekuthuthukiseni indawo, njengoba kuchaziwe kwi Development Facilitation Act 67 ka 1995, endaweni ethuthukisiwe ngokusungulwa kwe “Lease Plan” njengo kuchazwa esigabeni 6 somthetho we Development Facilitation - **INGONYAMA TRUST BOARD** ngokoMqulu we KwaZulu Natal Ingonyama Trust Act 3 of 1994, ukuze kuzuze umphakathi wesizwe sase Ndatshana. Ingonyama Trust inikeze imvume kuMthuthukisi ukufeza inhloso yokwakhiwa kwezindlu.*

and (2) **INGONYAMA TRUST TRADITIONAL COUNCIL**
no
herein represented by: **P.B.N. Molefe**
elimelwe lapha (Inkosi)

and (3) **THE NDATSHANA HOUSING COMMITTEE**
no
herein represented by : **Miss B.H. Zondo**
Omelwe (Chairperson)

or their successors who shall be referred to in this document as the “**Community Based Partner (CBP)**”
noma ababamele abazobizwa/hunyushwa ngokuthi CBP okuchaza ukuthi “ikomidi elimele umphakathi”

and (4) **ZD PROJECT MANAGEMENT PTY LTD**
no
herein represented by: **Miss Z. Dlamini**
Omelwe (Implementing Agent)

who shall be collectively referred to in this document as the “**Other Stakeholders**” for the development of the **NDATSHANA RURAL HOUSING PROJECT**.

*abazobizwa/hunyushwa njengabanye abaqavile, kwintuthuko i **NDATSHANA RURAL HOUSING PROJECT***

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The details of which are contained more fully in the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal).

Imininingwane echazwe ngokubanzi kumqulu wesicelo se-Rural Housing Subsidy Application ezoba phakathi koMthuthukisi noMnyango weZokuhlaliswa kwabantu (KwaZulu –Natal)

1. **DEFINITIONS:**

IZINCAZELO:

1.1 **“Social Compact Agreement”**
“Isivumelwano Sokusebenzisana”

It is an agreement between **Nquthu Local Municipality, Ndatshana Traditional Council, Ndatshana Housing Committee and ZD PROJECT MANAGEMENT PTY LTD** regarding the commitment to undertake this development according to an agreed development vision.

Lesi yisivumelwano esiphakathi kweNquthu Local Municipality, Ndatshana Traditional Council, Ndatshana Housing Committee ne ZD PROJECT MANAGEMENT PTY LTD, esichaza ngokuzibophezela ekusebenzisaneni ngokwesivumelwano nombono wentuthuko.

1.2 **“Development” or “Development Process”:**
“Intuthuko noma Inqubo yentuthuko”:

Means the development of the area to be undertaken subject to the terms and conditions of this agreement, as more fully set out in **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal).

Okuchaza ukuthuthukiswa kwendawo ngokwemigomo yalesivumelwano esikuMqulu we Rural Housing Subsidy Application ezoba phakathi koMthuthukisi noMnyango weZokuhlaliswa kwabantu (KwaZulu –Natal)).

1.3 **“The Developer”:**
“uMthuthukisi”:

Shall be the **NQUTHU MUNICIPALITY**

Kuzoba i **NQUTHU MUNICIPALITY**

1.4 **“The Implementing Agent”:**
“uMgquguzeli”:

Shall be **ZD PROJECT MANAGEMENT PTY LTD**

Kuzoba **ZD PROJECT MANAGEMENT PTY LTD**

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1.5 “Stakeholders”:

“Abaqavile ngokwenhlangano esemthethweni noma engekho emthethweni”:

Shall mean both Statutory and Non-statutory organisations, other than the “CBP” or “Developer”, who will either contribute to the development or be affected by it.

Okuchaza abaqavile ngokwenhlangano esemthethweni noma engekho emthethweni ngale kwe “CBP” noma abathuthukisi abazoba negalelo elikhulu kulentuthuko

1.6 “Community”:

“Umphakathi”:

Shall mean the community of the **Ndatshana Traditional Council**.

Kusho uMphakathi we Ndatshana Traditional Council.

1.7 “Community Based Partner”:

“Abamele umphakathi”:

Shall mean the representative organization **The Ndatshana Housing Committee** participating in the Project.

Kuzoba abazomela I Ndatshana Housing Committee kuloluhlelo lwentuthuko.

1.8 “Capacity building”:

“Ukuthuthukisa umphakathi ngokohlelo lwamakhono”:

Shall mean the enhancement of the skills and knowledge base of the Community within the context of this project.

Kuzochaza ukuthuthukiswa kolwazi namakhono emphakathini emsebenzini owenziwayo.

1.9 “Professional Team”:

“Ochwepheshe”:

Shall mean the team of professional persons who shall be responsible for the provision of technical support to the Developer.

Kuzoba ithimba lochwepheshe abazolekelela ekulethweni komsebenzi kuMthuthukisi.

1.10 “Beneficiary”:

“Abanimuzi abazohlomula”:

Shall mean any qualifying person living at **Ndatshana** area.

Kuzoba inoma imuphi umuntu ohlala kulendawo yase Ndatshana.

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1.11 “Project”:
“Uhlelo lwentuthuko”:

Shall mean the ordered planning and development and construction of houses in accordance with the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal).

Kuchaza ukuhlela, intuthuko nokwakhiwa kwezindlu njengokwemigomo yeRural Housing Subsidy Application ozoba phakathi koMthuthukisi noMnyango weZokuhlaliswa kwabantu (KwaZulu-Natal).

1.12 The “Development area”:
“Indawo yentuthuko”:

Shall mean the area covered by the development as described in **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal) and as shown in the locality plan in **Annexure B**.

Kuchazwa indawo ezothuthukiswa njengoba kuchaziwe kwiRural Housing Subsidy Application phakathi koMthuthukisi noMnyango weZokuhlaliswa kwabantu (KwaZulu-Natal) njengoba kubonakala eplanini yendawo kumqulu B.

1.13 “Product price”:
“Intengo yempahla/yendlu”:

Shall mean the total cost of the serviced site plus whatever top structure (house) is provided.

uchazwa okuzotholwa umuntu esizeni esilungiswayo esinezingqalasizinda kanye nendlu ezotholakala.

1.14 “District Municipality”
“Umasipala Wesifunda”

Shall mean **Ugu District Municipality**.
Kuzoba Ugu District Municipality.

2. **COMPOSITION OF THIS AGREEMENT:**
OKUQUKETHWE YILESI SIVUMELWANO:

This agreement shall consist of:
Lesisivumelwano siqukethe lokhu okulandelayo:

2.1 This main agreement being the document actually signed by or on behalf of the parties.

Isivumelwano esikhulu esiyinewadi esayindwe izinhlangothi zonke noma abameli babo.

2.2 The agreement contained in the **Rural Housing Subsidy Application** to be concluded

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between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal), which describes the development in development and financial terms, and

Lesisivumelwano sitholakala kwiRural Housing Subsidy Application ephakathi ko Mithuthukisi noMnyango Wezokuhlaliswa Kwabantu (KwaZulu Natal), echaza ngentuthuko nezindleko,

- 2.3 The attached **Annexure B**, which is the locality plan of the development area.

UMqulu B onohlelo ngokwe balazwe lendawo yentuthuko.

3. **SOCIAL COMPACT AGREEMENT:**
ISIVUMELWANO

- 3.1 This agreement shall not constitute a partnership between the parties hereto, and each party shall retain its individual identity, its own legal rights and obligations (if any), and the terms “social compact” shall have no effect in law other than to describe the parties acting in joint interest to develop the development area in terms of this agreement.

Lesisivumelwano asibahlanganisi abathintekayo kuso, njengoba kufanele bazimele ngokobunye babo bagcine namalungelo abo asemthethweni ngakhoke lesivumelwano ngeke sibe nangcindezi ngokomthetho ngaphandle kokusiza labo abathintekayo ukuthi balebhe intuthuko endaweni ngokwalesi sivumelwano.

- 3.2 Whereas all parties:
Ngakhoke abathintekayo:

- 3.2.1 Accept that **The Ndatshana Housing Committee** is intended to lead to a better quality of life for the people of Ndatshana.

Kufanele bakwemukele ukuthi iNdatshana Housing Committee izobhekelela impilo ephambili yomphakathi owakhe e-Ndatshana.

- 3.2.2 Are committed to fair and equitable practices as enshrined in the **Bill of Rights** of the National Constitution.

Bazibophezele ukuqhuba ngokwenqubo njengokubhalwa komqulu wamalungelo esintu aseNingizimu Africa.

- 3.2.3 Recognise the concept of collective bargaining.

Babheke ukuxoxisana ngokubambisana.

- 3.2.4 Are committed to the process of expedited dispute resolution in order to solve disputes without delay.

Bazinikele ekuxazululeni izinkinga ngaphandle kokuchitha isikhathi.



- 3.2.5 Are committed to employment opportunities particularly for those from the disadvantaged sector of society – the unemployed, marginalized youth and women.

Bazinikele ekwakheni amathuba emisebenzi kubantu abantulayo ikakhulukazi labo abavela emphakathini ontulayo njengalabo abangenamisebenzi, abantu abasha kanye nabesimame).

- 3.2.6 Are committed to proper disclosure of relevant information so as to achieve equal participation, engage in consultation and contribute from an informed position.

Bazibophezele ekuvezeni lonke ulwazi olwanele ukuze wonke umuntu acacelwe ngokwenzekayo ukuze kube lula ukubonisana kanye nokufinyelela ezingumweni eziphusile.

- 3.2.7 The term “**Social Compact**” shall have no effect in law other than to describe the parties acting jointly to develop the “**Project Area**” and attain the objects of any agreement between the signatories to this “**Social Compact**”.

Lesisivumelwano asinasibophezelo ngokomthetho ngaphandle kokuthi sichaza ubumbano kulabo abathintekayo abasebenza ngentuthuko kuleyondawo ethuthukiswayo ukuze kufezeke izinhloso zalesisivumelwano.

4. **THE PROJECT:**

Uhlelo lwentuthuko (umhlahlandlela):

4.1 **Underlying Principles:**

Imigomo engaphansi kwaloluhlelo:

- 4.1.1 The development of the area should occur as a result of a process of democracy and transparency and should therefore involve the beneficiaries and the surrounding Community.

Ukuthuthuka kwendawo kufanele kube ngumphumela wentando yeningi, kwenzeke ngendlela ecacile kuhlanganise abanimuzi kanye nomphakathi.

- 4.1.2 The development should help to establish a partnership as described in **Clause 3.1** and to ensure that the development is in the interest of all affected parties.

Intuthuko kufanele ibe nokubambisana njengoba kuchaziwe kwisigaba 3.1 nokuthi kuqikelelwe ukuthi intuthuko egculisayo kubo bonke abathintekayo.

- 4.1.3 The development should promote a holistic, healthy and integrated living environment.

Intuthuko kufanele iqhakambise futhi ithuthukise nezinga lempilo lalabo abahlala kuleyondawo.

- 4.1.4 The development should be sustainable.

Intuthuko kufanele ingami iqhubeka njalo.

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- 4.1.5 The development should make effective use of all resources.
Intuthuko kufanele isebenzise zonke izinsiza kusebenza.
- 4.1.6 The development would reflect maximum value for money represented by low indirect costs, increased benefits to the beneficiaries, a high quality workmanship and the like.
Intuthuko kufanele iveze ukusetshenziswa kwezimali ngendlela efanele loku okuzobonakala ngokuthi ibe ncane imali elahlekayo, kwande ukusizakala kwalabo okufanele bahlomule ohlelweni, kanye nokwenza umsebenzi osezingeni eliphezulu.
- 4.1.7 The Project should reflect full and meaningful participation of the beneficiaries throughout all the construction stages of the development.
Loluhlelo lwentuthuko kufanele lukhombise ukubambisana nabaninimizi kuyoyonke imikhakha yokwakha izindlu kuloluhlelo.
- 4.1.8 The Project shall include training of the beneficiaries and other participants in the area.
Loluhlelo kufanele luqinisekise ukugeqeshwa kwabazohlomula ekwakhiweni kwezindlu kanye namanye amalungu omphakathi ahlala kulendawo.

4.2 **Objectives:**
Izinhloso

- 4.2.1 The Project will seek funding from the **Provincial Department of Human Settlements (DoHS)** for the development of infrastructure and the construction of **1000** Top-Structures (dwellings).
Loluhlelo lwentuthuko luzofuna uxhaso lwemali kuMnyango noMnyango weZokuhlaliswa kwabantu (DoHS) ukuze kuthuthukiswe ingqalasizinda kuphinde kwakhiwe nezindlu eziyinkulungwane eyodwa (1000).
- 4.2.2 Maintain a high level of communication between the Developer and both the Local and District Municipalities in order to ensure that appropriate and affordable levels of services are provided.
Kufanele kubekhona ukuxhumana phakathi komthuthukisi nomasipala wesifunda ukuqinisekisa ukuthi zonke izinsizakalo ziqondile futhi ziyafinyeleleka.

5 **THE RESPONSIBILITIES OF THE DEVELOPER:**
UMSEBENZI WOMTHUTHUKISI

Unless otherwise specified in the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements (KwaZulu-Natal)**, the Developer will be required to:
Ngaphandle umakuchaziwe kwiRural Housing Subsidy Application okufanele ibe phakathi koMthuthukisi noMnyango wezezindlu (KwaZulu-Natal), umthuthukisi kufanele:

- 5.1 Submit a properly detailed and motivated project application to The Department of Human Settlements (DoHS), complying with all its requirements, for subsidies for the development.

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Afake isicelo eMnyangweni weZokuhlaliswa Kwabantu (DOHS) ngokulandela inqubo yoMnyango weZokuhlaliswa kwabantu, nangohlelo lomxhaso wezindlu.

- 5.2 Supply or obtain bridging finance for the execution of the development until such time as the subsidies and or other commercial finance is available.
Athole imali yokuqhuba uhlelo lwentuthuko kuze kufike isikhathi lapho imali yomxhaso isitholakala khona.
- 5.3 To assume financial risk for the development as far as is allowed for in the development proposal.
Achithe imali ukuqinisekisa ukuthi uhlelo lwentuthuko luyaqhubeka kuze kufike isikhathi sokutholakala komxhaso.
- 5.4 Make use of and to train labour as allowed for in the development proposal.
Asebenzise/noma aqeqeshe abantu bendawo ethuthukiswayo.
- 5.5 Ensure that the development, as far as it is in his control, remains within the stated time programme.
Aqikelele ukuthi intuthuko yenzeka ngesikhathi okuvunyelenwe ngaso.
- 5.6 Provide the CBP with regular updates regarding progress of the development.
Ahlale ngokwazisa ikomidi elimele umphakathi ngenqubekela phambili yentuthuko.
- 5.7 Apply to the Department of Human Settlements (DoHS) for the release of the subsidy amounts on registration (lease agreement) of the property to the beneficiary.
Afake isicelo eMnyangweni Wezokuhlaliswa Kwabantu ukudelwa kwezimali zomxhaso uma isicelo soxhaso sesakhamuzi sesibhalisiwe.
- 5.8 Assume control of all financial dealings related to the development in a transparent manner.
Alawule konke okuthinta inkokhelo ngendlela ecacile futhi engasolisi.
- 5.9 Undertake the whole development in a manner and spirit of co-operation with the CBP and insofar as possible in the interests of the wider community as a whole.
Aqhube uhlelo lwentuthuko ngomoya omuhle nokubambisana nangobuqotho ebambisene neKomidi ukuze kusizakale umphakathi.
- 5.10 To ensure that not more than 1 (one) top structure (house) shall be constructed within the confines of a single homestead (umuzi) irrespective of how many qualifying beneficiaries may be resident within the confines of the household.

Ukuqinisekisa ukuthi akwaxhiwa izindlu ezingaphezulu kweyodwa ekhaya elilodwa, noma ngabe bangaki abantu kulelokhaya abanelungelo lokuhlomula kodwa behlala egekeni elilodwa.

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6. **THE RESPONSIBILITIES OF THE COMMUNITY BASED PARTNER (CBP):**
UMSEBENZI WEKOMIDI ELIMELE UMPHAKATHI:

- 6.1 Unless otherwise specified in the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal), the **CBP** will be required to:

Ngaphandle uma kuchaziwe kwiRural Housing Subsidy Application ephakathi kukaMthuthukisi noMnyango weZokuhlaliswa kwabantu (KwaZulu-Natal), ikomidi kufanele:

- 6.1.1 Accept direct responsibility for the social acceptability of the development, and ensure support for the development from the organisation/s they represent.
Ukwamukela intuthuko futhi liqinisekise ukuthi lithola nokuxhaswa yizinhlangano elizimele.

- 6.1.2 Ensure that political and/or “taking credit for the development” issues do not derail the development process.
Liqinisekise ukuthi akukho okuphazamisa leyontuthuko ngokwezombusazwe.

- 6.1.3 Represent the interests of the wider community in the development process.
Liqinisekise ukuthi limela izifiso zomphakathi zentuthuko futhi ziyafezeka.

- 6.1.4 Represent the wishes and interests more specifically of the intended beneficiaries of the development process.
Liqinisekise ukuthi izifiso zabaninimuzi ziyafezeka.

- 6.1.5 Reconcile the wishes of the beneficiaries with those of the broader community where these may be in conflict.
Bahlanganise izifiso zalabo abazohlomula ngemizi kanye nezomphakathi wonkana ikakhulukazi lapho kunokungqubuzana khona.

- 6.1.6 Ensure that the development process continues unhindered where it complies with this agreement.
Liqinisekise ukuthi uhlelo lwentuthuko aluphazamiseki uma lusaqhutshwa ngokwalesi sivumelwano.

- 6.1.7 Ensure that any subsequent objections to the development by any sector of the community are directed via the **CBP** and are dealt with via workshops and within the realms of financial affordability and the restrictive amount of the subsidy.
Liqinisekise ukuthi izinkinga noma ziza ngobani noma kanjani ziqondiswa kwiCBP ukuze zilungiswe bese kuyafundiswana ngokohlelo.

- 6.1.8 Assist with the screening and selection of local labour during the recruitment process, negotiating and enforcing conditions of employment.
Lisize ekucubunguleni nasekukhethweni kwabasebenzi bendawo uma sekuqashwa, nasekuxoxisaneni nomphakathi mayelana nezidingo zokuqashwa.

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- 6.1.9 Undertake the whole development in a manner and spirit of co-operation with the **DEVELOPER**, and insofar as possible in the interest of the wider community as a whole.
Lisebenzisane noMthuthukisi ngomoya wokubambisana nangobuqotho ukuze kuqinisekiswa ukuthi umphakathi uyahlomula.
- 6.1.10 Assist with the paperwork required to ensure that the certificate to occupy (C.T.O) the developed site is in the name of the beneficiary.
Lisize ngokugewaliswa kwamafomu afanele ukuze iziza zizokwazi ukuthi zidluliselwe kubaninizo.

6.2 **Functions and Composition:**
Imisebenzi nokwakhiwa kweKomidi:

- 6.2.1 **The Ndatshana Housing Committee** shall be the institutional body for the parties thereto to debate and come to agreement concerning the development of the area in terms of the suggested parameters contained in the Compact, having its address for the purpose of notices served upon it and communication at:
Ikomiti i-Ndatshana Housing Committee kumele lixoxisane lize lifike esivumelwaneni esiphathelene nentuthuko yendawo njengoba kuvunyelenwe kwisivumelwano:

THE NDATSHANA HOUSING COMMITTEE - Site Office

- 6.2.2 **THE NDATSHANA Housing Committee** shall ensure that members are democratically elected and are the true representatives of their elected communities.
I-Ndatshana Housing Committee izoqikelela ukuthi amalungu akhethwe ngentando yeningi futhi azomela umphakathi ngokuyiqiniso.
- 6.2.3 Members nominated to serve on the Executive Committee of **The Ndatshana Housing Committee** shall be duly elected in terms of such Community Development Committee's Constitution.
Amalungu e-Ndatshana Housing Committee azolandela imigomo ekumthethosisekelo.
- 6.2.4 Members of **The Ndatshana Housing Committee** may upon one month's written notice thereto resign and be replaced by a new representative from within the Association.
Uma amalungu e-Ndatshana Housing Committee efuna ukwesula eKomidini kufanele abhale incwadi yokusula kusasele isikhathi esingangenyanga yikhona kuzotholwa omunye umuntu ozothatha isikhundla salowo oyekayo.
- 6.2.5 The parties hereto shall formulate a Code of Conduct to be adhered to by its representatives at all times or where any representatives contravene such Code of Conduct and offends any person, appropriate steps will be taken to remedy the situation.
Wonke amalungu e-Ndatshana Housing Committee azosebenza ngokwenqubo yokuziphatha ngaso sonke isikhathi. Uma ilungu liphambuka endleleni yokuziphatha kufanele kuthathwe izinyathelo ukuze kulungiswa isimo.

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6.3 Objectives:

Izinhloso:

The Ndatshana Housing Committee undertakes:

Izinqumo ezenziwa yiNdatshana Housing Committee yilezi:

- 6.3.1 To promote a safe and clean environment and a climate in which development can take place within the project area.
Ukuqinisekisa ukuthi liphakamisa indawo ephiphile nehlanzekile lapho kuzoqhutshwa khona loluhlelo lwentuthuko nesimo sokusebenza.
- 6.3.2 To consult on a regular basis with the wider community, thus ensuring Community understanding and commitment to the Project.
Lixhumane nomphakathi ukuqinisekisa ukuthi umphakathi uyaqonda ngokwenzekayo futhi uyazinikela ekwenzeni uhlelo lwentuthuko lube yimpumelelo ngaso sonke isikhathi.
- 6.3.3 To encourage the Community to comply with the decisions taken by **The NDATSHANA Housing Committee**.
Ligqugquzele umphakathi ukuthi uzamukele izinqumo ezithathwe i-Ndatshana Housing Committee.
- 6.3.4 To assist with the social acceptance of the Project and ensure that beneficiaries participate in and support the Project.
Lisize ekwamukelweni kwaloluhlelo lwentuthuko nokuqinisekisa ukuthi abazohlomula bayingxenywe yalo bayavumelana futhi bayaweseka lomsebenzi.
- 6.3.5 To establish an effective conflict resolution mechanism for conflict related to the Project arising within the Community.
Ukusungula izindlela ezingcono zokuxazululwa kwezinkinga kuloluhlelo lapho kuthinteka khona umphakathi waleyondawo.
- 6.3.6 To encourage commitment by the Community to development responsibility including attendance at meetings.
Ligqugquzele ukuzinikela komphakathi kulentuthuko kanye nokuhambela imihlangano.
- 6.3.7 To ensure that not more than 1 (one) top structure (house) shall be constructed within the confines of a single homestead (umuzi) irrespective of how many qualifying beneficiaries may be resident within the confines of the household.
Ukuqinisekisa ukuthi akwaxhiwa izindlu ezingaphezulu kweyodwa ekhaya elilodwa, noma ngabe bangaki abantu kulelokhaya abanelungelo lokuhlomula kodwa behlala egcekeni elilodwa.



7 **RESPONSIBILITIES OF NDATSHANA TRADITIONAL COUNCIL:**
UMSEBENZI WE NDATSHANA TRADITIONAL COUNCIL:

- 7.1.1 Accept direct responsibility for the social acceptability of the development, and ensure support for the development from the organisation/s they represent.
Ukwamukela intuthuko futhi liqinisekise ukuthi lithola nokuxhaswa yizinhlangano elizimele.
- 7.1.2 Ensure that political and/or “taking credit for the development” issues do not derail the development process.
Liqinisekise ukuthi akukho okuphazamisa leyontuthuko ngokwezombusazwe.
- 7.1.3 To assist with the social acceptance of the Project and ensure that beneficiaries participate in and support the Project.
Lisize ekwamukelweni kwaloluhlelo lwentuthuko nokuqinisekisa ukuthi abazohlomula bayingxenye yalo bayavumelana futhi bayaweseka lomsebenzi.
- 7.1.4 To establish an effective conflict resolution mechanism for conflict related to the Project arising within the Community.
Ukusungula izindlela ezingcono zokuxazululwa kwezinkinga kuloluhlelo lapho kuthinteka khona umphakathi waleyondawo.
- 7.1.5 To encourage commitment by the Community to development responsibility including attendance at meetings.
Ligqugquzele ukuzinikela komphakathi kulentuthuko kanye nokuhambela imihlangano.
- 7.1.6 To ensure that; not more than 1 (one) top structure (house) shall be constructed within the confines of a single homestead (umuzi) irrespective of how many qualifying beneficiaries may be resident within the confines of the household.
Ukuqinisekisa ukuthi akwakhiswa izindlu ezingaphezulu kweyodwa ekhaya elilodwa, noma ngabe bangaki abantu kulelokhaya abanelungelo lokuhlomula kodwa behlala egcekeni elilodwa.
- 7.1.7 Allocation of new stands in the event where beneficiaries reside within the area found to be at risk as per Geotechnical Investigation, Floodline Determination or any other technical or social reason, will be done in consultation with the Traditional Council. The Traditional Council must also ensure that the affected beneficiaries are informed that there will be no compensation paid to the affected beneficiaries.
Ukunikezela ngezindawo ezintsha kubantu abanengqinamba yezindawo ezingekho ezingeni lokuthuthukiseka, ngokocwaningo lochwepheshe bezomhlabathi, abakhe endaweni enamanzi, kanye noma yiziphi ezinye izizathu, kufanele kwenzeke ngokuxhumana noMkhandlu weNkosi. UMkhandlu weNkosi kumele uqinisekise ukuthi umphakathi uyaqonda ukuthi ayikho inkokhelo eyokhokhelwa abantu abazogudluzwa.
- 7.1.8 Signing of Certificate to Occupy as proof that beneficiary is allocated a stand in accordance with the Ndatshana traditional conducts.
Ukusebenza kobufakazi bokuthi ofaka isicelo wabelwa indawo ngokomthetho womkhandlu wase Ndatshana.

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8 **RESPONSIBILITIES OF THE DISTRICT MUNICIPALITY:**
UMSEBENZI KAMASIPALA WESIFUNDA:

Unless otherwise specified in the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal), the other stakeholders will be required to:

Ngaphandle kokuba kuchaziwe kwiRural Housing Subsidy Application phakathi koMthuthukisi nomnyango wezezindlu (KwaZulu Natal), uMasipala Wesifunda kufanele:

- 8.1. Support the project in general terms
Axhase loluhlelo lwentuthuko ngokuvulelekile.
- 8.2. Provide or commit to provide Water, Sanitation or any other services relevant to the provisions of Municipality.
Ukunikezela noma ukuzibophezela ngokunikezela ngamanzi noma ukuthuthuthwa kwendle noma ezinye izinsiza ezilethwa umasipala wesifunda.
- 8.3. Enter into a Services Agreement with the Developer and the Implementing Agent.
Ukuzibandakanya esivumelwaneni sokunikezela ngezinsiza.

9 **RESPONSIBILITIES OF THE OTHER STAKEHOLDERS:**
UMSEBENZI WABAQAVILE EMPHAKATHINI OSOPOLITIKI:

Unless otherwise specified in the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal), the other stakeholders will be required to:

Ngaphandle kokuba kuchaziwe kwiRural Housing Subsidy Application phakathi koMthuthukisi nomnyango wezezindlu (KwaZulu Natal), abanye abaqavile kufanele:

- 9.1. Support the development in general terms.
Baxhase loluhlelo lwentuthuko ngokuvulelekile.
- 9.2. Provide the services pertinent to their department or organisational function in return for payment of service charges.
Bazokwenza imisebenzi eqondene nezikhungo noma izinhlango zabo.

10. **FINANCIAL RISKS:**
INCITHAKALO YEMALI:

The appointment of financial risks shall be as specified in **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal).

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Incithakalo yemali izoba njengoba kuchaziwe kwiRural Housing Subsidy Application phakathi koMthuthukisi noMnyango weZindlu (KwaZulu Natal).

- 10.1 Initial cost associated with the non-performance of the developer, or for delays attributable to the Department of Human Settlements, application or release of subsidy requirements shall be the Developers responsibility.

Kuyoba yizindleko zoMthuthukisi uma engazange ahlele kahle umsebenzi wakhe, nokubambezeleka kokuphuma komxhaso.

- 10.2 Financial costs attributable to documented delays due to community based issues or community labour stoppages shall be the beneficiaries' responsibility i.e. an increase in product price.

Kuyoba izindleko zeKomidi nomphakathi lapho kunezinkinga ezibangelwe umphakathi njengokusebenza kancane emsebenzini nokuteleka okungaholela ekukhuphukeni kwentengo yempahla yokwakha.

- 10.3 In the event of the Developer and Implementing Agent failing to comply with the policy of one house per umuzi, all the financial costs of constructing more than one top structure (house) per homestead (Umuzi) shall be borne by the Developer and Implementing Agent.

Uma kwenzeka ukuthi uMthuthukisi kanye noMgqugquzeli ehluleka ukugcina umthetho wokwakiwa kwendlu eyodwa ekhaya ngalinye, izindleko zokwakiwa kwaleyondlu zizothwalwa uMthuthukisi noMgqugquzeli.

11. RESOLUTION OF DISPUTES:

UKUXAZULULWA KWEZINGXABANO:

Resolution of disputes shall be dealt with as follows:

Indlela yokuxazulula izingxabano:

11.1 Disputes between **CBP** and the **Developer**:

Izinkinga phakathi kweCBP noMthuthukisi:

- 11.1.1 Issues related to the development process under dispute shall be resolved by consensus after thorough workshopping and discussion of the issues by the **CBP** and the **Developer**.

Izingxabano ezithintana nokuqhubeka kwentuthuko kuzomele zixazululwe ngokubonisana ngokuxoxisana nangokufundisana phakathi kweKomiti noMthuthukisi.

- 11.1.2 If no consensus can be reached then both parties shall agree on the appointment of a mediator who shall be a party independent of both the **Developer** and the **CBP**.

Lapho kungekho khona ukubona ngaso linye kuzomele iKomidi noMthuthukisi bavumelane ngazwi linye ukuthi kuqokwe umxazululi ozimele.

11.2 Disputes between the **beneficiaries** or broader community and the **Developer**:



Ingxabano phakathi kwabaninimuzi noma umphakathi noMthuthukisi.

11.2.1 Any dispute or objections regarding the development arising from the broader community, or the beneficiaries, shall be referred to the **CBP**.

Ingxabano yomninimuzi noma yomphakathi nomthuthukisi izomele ixazuluhwe yiKomidi.

11.2.2 It shall in this case be the responsibility of the **CBP** to resolve the issue, either by decision of the **CBP** or by referring the issue to the constituent member organisation of the **CBP** for an informed decision.

Kuzoba ngumsebenzi weKomidi ukuthi lixazulule ingxabano phakathi komphakathi noMthuthukisi, uma lehluleka lingaledlulisela udaba kwinhlangano ethize ebhekelele amalungelo abantu.

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GENERAL:

EZIXUBILE/EZIVULELEKILE:

12.1 Notices and Domicilia

Izaziso

The parties hereby choose the address at which any notices required in terms of this compact may be served upon them the address set out below and a notice be deemed to have been received by any party if it has been delivered, or posted by prepared registered post to the address chosen by such party in terms thereof:

Abathintekayo bazonikezela ngamakheli lapho bezotholakala khona noma lapho kuzothunyelwa khona izincwadi noma izaziso eziphuthumayo kulamakheli angezansi.

12.1.1 The **DEVELOPER (NQUTHU MUNICIPALITY)** address will be:

12.1.2 The **NDATSHANA TRADITIONAL COUNCIL** address will be:

12.1.3 **THE NDATSHANA HOUSING COMMITTEE** address will be:



12.1.4 The Implementing Agent (ZD PROJECT MANAGEMENT PTY LTD) address will be:

25 Richefond Circle, Ridgeside Office Park, Umhlang, 4319.
Hatch Global Building, 2nd Floor, Office No. 206.

13. **FEES PAYABLE:**

Izimali ezikhokhwayo:

The parties agree on the fees payable to the **Implementing Agent** and **Financial Agent** as set out in the prescribed rules of the **Department of Human Settlements** and more specifically in the agreement contained in the **Rural Housing Subsidy Application** to be concluded between the **Developer** and the **Department of Human Settlements** (KwaZulu-Natal).

Abayingxenywe yalomsebenzi kumele bavumelane ngezimali ezizokhokhwa kubaphathi balomsebenzi njengokubekwa kwemigomo yomnyango wezindlu nanjengoba ibekiwe kwiRural Housing Subsidy Application phakathi koMthuthukisi nomnyango wezokuhlaliswa kwabantu.

14. **AMENDMENTS AND VARIATIONS:**

IZICHIBIYELO

No amendments to this **Social Compact** need be recognized or acknowledged by the parties hereto unless it has written approval of all the parties hereto.

Akukho sichibiyelo esiyothathwa njengokuyiso ngamalunga ngaphandle kwesivumelwano esibhaliwe esivunywe yiwo wonke amalungu.

(1) _____

(ON BEHALF OF THE DEVELOPER - NQUTHU MUNICIPALITY)

SIGNED AT _____ THIS _____ DAY OF _____ 20__

(2) _____

(ON BEHALF OF THE INGONYAMA TRUST TRADITIONAL COUNCIL)

SIGNED AT _____ THIS _____ DAY OF _____ 20__



PROJECT
MANAGEMENT (Pty)Ltd

Social Compact Agreement – NDATSHANA

(3)

(ON BEHALF OF CBP – THE NDATSHANA HOUSING COMMITTEE)

SIGNED AT _____ THIS _____ DAY OF _____ 20__

(4)

Ned

(ON BEHALF OF THE IMPLEMENTING AGENT – ZD PROJECT MANAGEMENT)

SIGNED AT Umhlanga THIS 14 DAY OF May 2015