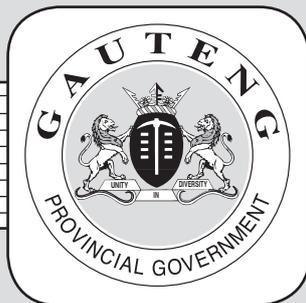


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PRETORIA, 20 AUGUST
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No. 363

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IMPORTANT

Information

from Government Printing Works

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You are therefore advised that effective from **Monday, 18 May 2015** should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number **012- 748 6030** will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address submit.egazette@gpw.gov.za.

DISCLAIMER:

Government Printing Works reserves the right to apply the 25% discount to all Legal and Liquor notices that comply with the business rules for notice submissions for publication in gazettes.

National, Provincial, Road Carrier Permits and Tender notices will pay the price as published in the Government Gazettes.

For any information, please contact the eGazette Contact Centre on 012-748 6200 or email info.egazette@gpw.gov.za

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LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS

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LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS

LOCAL AUTHORITY NOTICE 1442 OF 2015**EKURHULENI METROPOLITAN
MUNICIPALITY (KEMPTON PARK
CUSTOMER CARE CENTRE)
EKURHULENI TOWN PLANNING SCHEME 2014: AMENDMENT SCHEME K0003
(PREVIOUSLY KEMPTON PARK TOWN PLANNING SCHEME 1987:**

The Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) hereby, in terms of the provisions of Section 125(1) of the Town Planning and Townships Ordinance, 1986, declares that it has approved an amendment scheme, being an amendment of the Ekurhuleni Town Planning Scheme 2014, comprising the same land as included in the township of POMONA EXTENSION 84 Township

Map 3 and the scheme clauses of the amendment scheme are available for inspection at all reasonable times at the offices of the Head of Department, Department of Economic Development, Gauteng Provincial Government, Johannesburg, as well as the Area Manager, Development Planning, Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre), 5th Floor, Civic Centre, c/o CR Swart Drive and Pretoria Road, Kempton Park.

This amendment is known as Ekurhuleni Amendment

Scheme K0003. Khaya Ngema: City Manager,
Ekurhuleni Metropolitan Municipality: Private Bag X1069
Germiston 1400

Notice DP.48.2015
[15/3/7/P2 X 84]

**LOCAL AUTHORITY NOTICE
EKURHULENI METROPOLITAN MUNICIPALITY (KEMPTON PARK COSTUMER CARE CENTRE)
DECLARATION AS AN APPROVED TOWNSHIP**

In terms of Section 103 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), the Ekurhuleni Metropolitan Municipality, Kempton Park Customer Care Centre hereby declares Pomona Extension 84 Township to be an approved township, subject to the conditions set out in the Schedule hereto.

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE HJS PROJECTS CC REGISTRATION NUMBER 2001/032878/23 (HEREINAFTER REFERRED TO AS THE APPLICANT/TOWNSHIP OWNER) UNDER THE PROVISIONS OF PARTS A AND C OF CHAPTER 3 OF THE TOWN PLANNING AND TOWNSHIP ORDINANCE, 1986(ORDINANCE 15 OF 1986) FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 426(A PORTION OF 15) OF THE FARM RIETFONTEIN 31 IR, HAS BEEN GRANTED

A. CONDITIONS OF ESTABLISHMENT

1. **NAME**
The name of the township shall be **Pomona Extension 84**.

2. DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No. 235/2008

3. ENDOWMENT

Payable to the Ekurhuleni Metropolitan Municipality: The township owner shall, in terms of the provisions of Section 81, as well as Sections 98(2) and (3) of the Town Planning and Townships Ordinance, 1986, pay a lump sum endowment of R48 000,00 to the local authority. This money can be used for the purposes of upgrading any parks.

4. DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to the existing conditions and servitudes, if any, but excluding the following entitlement which will not be passed on to the owners of erven in the township.

The original remaining extent of Portion A of the Farm RIETFONTEIN No.18, District Benoni, measuring as such 1205,8871 Hectares (comprised of Portion C and D now forming portion of Portion G of Portion 'A' of the said Farm held under Certificate of Amended Title No. 4882/1924, Portion E measuring 17,1306 hectares, held under Deed of Transfer no. 3159/1919, and the remaining extent measuring as such 236,6626 Hectares, held under Deed of Transfer No. 3708/17) of which the aforesaid Holding is a portion IS ENTITLED to one half of the water coming out of the fountain (running from three sources) situated near the Western Boundary Line of that portion of the property held under the said Certificate of Amended Title No. 4882/1924, indicated on the diagram annexed to the said Certificate of Amended Title by the figure, a, F, b, G, e, o, p, u, t, O and close to the Kaffir Dam namely the dam from which a furrow is led to the Windmill and the right to lead the water aforesaid by means of pipes or a water furrow on the said original remaining extent of Portion A, measuring as such 1205.8671 Hectares (now comprised as aforesaid) with the further right of access to the fountain and pipes or furrow for the purposes of up-keep and repair.

The following title conditions shall be cancelled:

Conditions 2 to 8 on Pages 3 to 4 of Title Deed T24649/2001.

This holding is transferred as an agricultural holding, and it may be used only for the purpose contemplated by the definition of that term contained in the Agricultural Holdings (Transvaal) Registration Act 1919.

That definition reads as follows:

"Agricultural Holding shall mean a portion of land not less than 8565 square metres in extent used solely or mainly for the purpose of agriculture or horticulture or far breeding or keeping domestic animals, poultry or bees."

This holding may not be subdivided, nor may any part or portion of it be sold, leased or disposed of in any way without the written approval of the Townships Board first had and obtained.

The East Rand Orchards Limited or its successors in the title as owners of the land covered by the certificate issued under the Agricultural Holdings (Transvaal) Registration Act 1919 shall not in any way be compelled to make, maintain, repair or keep in order any roads for approaching the land hereby transferred or any drains, culverts, or other works of whatsoever nature in connection therewith.

The Estate Manager or other nominee of the East Rand Orchards Limited or its successors in title as owners of the land covered by the certificate issued under the Agricultural Holdings (Transvaal) Act 1919, shall have free access to the land hereby transferred, whenever he may deem necessary for the purpose of inspection, and the owner shall be bound to carry out the said Company's or its successors instructions with the regards to maintain the cleanliness of the said land and trees. Should he fail within one week of notice having been given to him to perform any act or deed required of him by the said Company or its successors for the above purpose, or delay in complying with the instruction of the Government Horticulturist as hereinafter provided, then the said Company or its successors shall have the right forthwith to perform such act or deed, and it shall not be competent for the owner to institute any action for damages by reason of such act or deed. The said

Company or its successors shall moreover be entitled to recover from the owner any moneys expended with the above object, as also the reasonable charges for all work done. Notwithstanding the above provisions and the services of the said notice, however, the owner shall have the right within 7 days to consult the Government Horticulturist, should he so desire, regarding the works to be done, whose written opinion shall be equally binding on both Company and Owner and whose instruction shall immediately be carried out. The right vested by this Clause in the said Company or its successors shall remain so vested until such time as a Board shall be appointed by three-quarters of the registered owners of Holdings for the purpose of taking over such rights, which shall thereupon vest in such Board. For the purpose of appointing such a Board, each holding shall carry one vote in the name of the registered owner.

Only the dwelling house and outbuildings and the necessary buildings for any farming operations may be erected on each holding.

The said Company or its successors shall have the right to plant efficient wind-breaks in such a position on the holdings as may be deemed necessary for the proper protection of the apple orchards.

The said Company or its successors in title shall not impose any other or further conditions of title other than those herein expressed except such other and further conditions as may be approved in the writing by the Minister of lands on the recommendation of the Township Board.

5. PRECAUTIONARY MEASURES

The township owner shall at his own expense make arrangements with the Ekurhuleni Metropolitan Municipality in order to ensure that the recommendations as laid down in the geological report of the township must be complied with and, when required, engineer certificates for the foundations of the structures must be submitted.

6. ACCESS

Access to the township shall be obtained from Maple Street.

7. ENGINEERING SERVICES

The applicant shall be responsible for the installation and provision of internal engineering services.

Once water, sewer and electrical networks have been installed, same will be transferred to the Local Council, free of cost, who shall maintain these networks.

The Section 21 company, will be responsible for the maintenance of the internal private roads (including storm water) and the internal street lights (private road), including electrical power usage.

8. DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner shall at his own expense cause all existing buildings and structures situated within the building line reserves, side spaces or over common boundaries to be demolished to the satisfaction of the Ekurhuleni Metropolitan Municipality, when required by the local authority to do so.

9. ACCEPTANCE AND DISPOSAL OF STORMWATER

The township owner shall arrange for the drainage of the township to fit in with that of the existing road and storm water infrastructure in the vicinity and for all storm water running or diverted from roads to be received and disposed of

10. REMOVAL OF LITTER

The township owner shall at his own expense cause all litter within the township area to be removed to the satisfaction of the Ekurhuleni Metropolitan Municipality when required by the Ekurhuleni Metropolitan Municipality to do so.

11. FORMULATION AND DUTIES OF THE PROPERTY/ HOME OWNER'S ASSOCIATION.

The township owner shall properly and legally constitute a Home Owner's Association [a company established in terms of Section 1(1) of Schedule 1 of the Companies Act, Act 71 of 2008, prior to or simultaneously with the sale of the first erf in the township.

The memorandum of association of the Non Profit Company, or a universitas personarum, shall provide that:

- i) each and every owner of an erf in the township shall become a member of the Home Owner's association upon transfer to him of that erf;
- ii) the Home Owner's association shall have full responsibility for the functioning and proper maintenance of the portion for roadway purposes and engineering services contained thereon. The local authority shall not be liable for the defectiveness of the surfacing of the roadway and/or any essential services;
- iii) the Home Owner's Association must be incorporated with the legal power to levy from each and every member of the Home Owner's Association the costs incurred in fulfilling its function and to have legal recourse to recover such fees in the event of a default in payment by any member; and
- iv) the construction and maintenance of the roadway portion shall be the responsibility of the township owner until transfer of that portion to the Home Owner's Association

B. CONDITIONS OF TITLE

1. All erven shall be subjected to the following conditions, imposed by the local authority in terms of provisions of the Town planning and Townships Ordinance, 1986.

ERVEN 2885 TO 2926

The erf is subject to a servitude 2m wide in favour of the Ekurhuleni Metropolitan Municipality for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in case of a panhandle erf and additional servitude for municipal purposes 2m wide across the access portion of the erf, if and when required by the Ekurhuleni Metropolitan Municipality: Provided that the Ekurhuleni Metropolitan Municipality may dispense with any such servitude.

No building or other structures shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude within 2m thereof.

The Ekurhuleni Metropolitan Municipality shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the Ekurhuleni Metropolitan Municipality.

The erven are entitled to a right-of-way servitude over the entire Erf 2927, as indicated in General Plan S.G. No. 235/2008.

ERF 2927

The erf is subject to a servitude for municipal purposes in favour of the Ekurhuleni Metropolitan Municipality, as indicated on general plan to guarantee access to the Ekurhuleni Metropolitan Municipality's personnel and vehicles in order to carry out repair and maintenance work to the water, sewer and electrical networks (excluding street lights) after it has been taken over by the Ekurhuleni Metropolitan Municipality.

The erf is subject to a right-of-way servitude in favour of all erven (2885 to 2926) in the township, as indicated on General Plan S.G. No. 235/2008.

ERF 2901

The erf is subject to a Storm water servitude, 2m wide, in favour of the Ekurhuleni Metropolitan Municipality as indicated on General Plan S.G. No: 235/2008

ERF 2889, 2892, 2895 AND 2898

The above mentioned erven 2889, 2892, 2895, 2898 are subject to a Stormwater servitude, 2m wide in favour of the Ekurhuleni Metropolitan Municipality as indicated on General Plan S.G. No: 235/2008.

2. Conditions of title in favour of third parties to be registered on first registration of the erven concerned:

No erf in the township may be transferred unless the following requirements have been complied with and the following conditions and servitudes are registered:

- i) The owner of the property or of any subdivision thereof or of any sectional title unit thereon or of any interest therein, shall automatically become and shall remain a member of the TORNOBLOX NPC Registration number: 2014/071654/08 and be subject to its memorandum and articles until such owner ceases to be an owner as aforesaid.
- ii) Nor the property nor any unit erected thereon, nor any interest therein, shall be transferred to any person who has not bound himself/itself/herself to the satisfaction of the Association to become a member thereof and without the prior written confirmation of the Association that all amounts due to the Association by the owner have been paid.

Khaya Ngema: City Manager,
Ekurhuleni Metropolitan Municipality: Private Bag X1069
Germiston 1400 Notice DP.48.2015 [15/3/7/P2 X 84]

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