



THE PROVINCE OF MPUMALANGA  
DIE PROVINSIE MPUMALANGA

## Provincial Gazette Provinsiale Koerant

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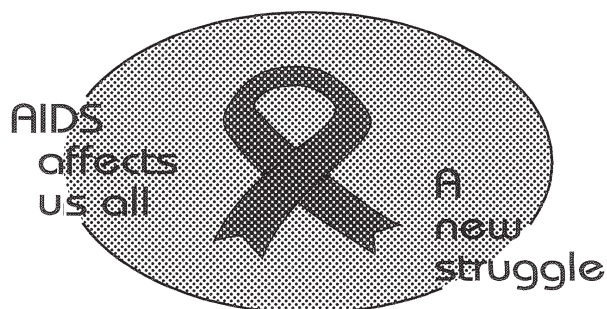
NELSPRUIT

15 April 2022

15 April 2022

No: 3369

**We all have the power to prevent AIDS**



**Prevention is the cure**

**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH

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# Closing times for **ORDINARY WEEKLY** 2022

## MPUMALANGA PROVINCIAL GAZETTE

*The closing time is **15:00** sharp on the following days:*

- **31 December 2021**, Friday for the issue of Friday **07 January 2022**
- **07 January**, Friday for the issue of Friday **14 January 2022**
- **14 January**, Friday for the issue of Friday **21 January 2022**
- **21 January**, Friday for the issue of Friday **28 January 2022**
- **28 January**, Friday for the issue of Friday **04 February 2022**
- **04 February**, Friday for the issue of Friday **11 February 2022**
- **11 February**, Friday for the issue of Friday **18 February 2022**
- **18 February**, Friday for the issue of Friday **25 February 2022**
- **25 February**, Friday for the issue of Friday **04 March 2022**
- **04 March**, Friday for the issue of Friday **11 March 2022**
- **11 March**, Friday for the issue of Friday **18 March 2022**
- **17 March**, Thursday for the issue of Friday **25 March 2022**
- **25 March**, Friday for the issue of Friday **01 April 2022**
- **01 April**, Friday for the issue of Friday **08 April 2022**
- **07 April**, Thursday for the issue of Friday **15 April 2022**
- **13 April**, Wednesday for the issue of Friday **22 April 2022**
- **21 April**, Thursday for the issue of Friday **29 April 2022**
- **28 April**, Thursday for the issue of Friday **06 May 2022**
- **06 May**, Friday for the issue of Friday **13 May 2022**
- **13 May**, Friday for the issue of Friday **20 May 2022**
- **20 May**, Friday for the issue of Friday **27 May 2022**
- **27 May**, Friday for the issue of Friday **03 June 2022**
- **03 June**, Friday for the issue of Friday **10 June 2022**
- **09 June**, Thursday for the issue of Friday **17 June 2022**
- **17 June**, Friday for the issue of Friday **24 June 2022**
- **24 June**, Friday for the issue of Friday **01 July 2022**
- **01 July**, Friday for the issue of Friday **08 July 2022**
- **08 July**, Friday for the issue of Friday **15 July 2022**
- **15 July**, Friday for the issue of Friday **22 July 2022**
- **22 July**, Friday for the issue of Friday **29 July 2022**
- **29 July**, Friday for the issue of Friday **05 August 2022**
- **04 August**, Thursday for the issue of Friday **12 August 2022**
- **12 August**, Friday for the issue of Friday **19 August 2022**
- **19 August**, Friday for the issue of Friday **26 August 2022**
- **26 August**, Friday for the issue of Friday **02 September 2022**
- **02 September**, Friday for the issue of Friday **09 September 2022**
- **09 September**, Friday for the issue of Friday **16 September 2022**
- **16 September**, Friday for the issue of Friday **23 September 2022**
- **23 September**, Friday for the issue of Friday **30 September 2022**
- **30 September**, Friday for the issue of Friday **07 October 2022**
- **07 October**, Friday for the issue of Friday **14 October 2022**
- **14 October**, Friday for the issue of Friday **21 October 2022**
- **21 October**, Friday for the issue of Friday **28 October 2022**
- **28 October**, Friday for the issue of Friday **04 November 2022**
- **04 November**, Friday for the issue of Friday **11 November 2022**
- **11 November**, Friday for the issue of Friday **18 November 2022**
- **18 November**, Friday for the issue of Friday **25 November 2022**
- **25 November**, Friday for the issue of Friday **02 December 2022**
- **02 December**, Friday for the issue of Friday **09 December 2022**
- **08 December**, Thursday for the issue of Friday **16 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**

**GENERAL NOTICES • ALGEMENE KENNISGEWINGS****GENERAL NOTICE 114 OF 2022****EMALAHLENI AMENDMENT SCHEME 2526****NOTICE OF APPLICATION FOR AMENDMENT OF THE EMALAHLENI LAND USE MANAGEMENT SCHEME, 2020 IN TERMS OF SECTION 66(1) AND 98(1)(B), CHAPTER 5 & 6 OF THE EMALAHLENI SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016**

I, Johannes Petrus Coetzee (ID 750723 5047 088) of the company Urban Dynamics Mpumalanga (PTY) LTD being the authorised agent of the registered owner of Portion 35 of the farm Blaauwkrans 323-JS, hereby give notice in terms of section 98(1)(b) of the Emalahleni Spatial Planning and Land Use Management Bylaw, 2016, that we have applied to the Emalahleni Local Municipality for the amendment of the Land Use Management scheme known as the Emalahleni Land Use Management Scheme, 2020, for the rezoning of the abovementioned property situated approximately 4.5km south of KwaMthunzi (Clewer) township on the R555 by rezoning the property from "Agricultural" to "Transportation Services".

Plans and/or particulars of this application may be inspected during normal office hours at the following address: Directorate Development Planning, 3<sup>rd</sup> Floor, Civic Centre, Mandela Avenue, Emalahleni, 1035. Contact details of relevant Municipal officials: Mr. V. Manyoni (013 690 6480). Any person or persons having any objection against the approval of this application must lodge such written objections, together with a proper motivation, in a format as contemplated in Sections 103 and 104 of the Emalahleni Spatial Planning and Land Use Management By-Law, 2016, with the Municipal Manager, P.O. Box 3, Emalahleni and the undersigned, within 30 days from **8 April 2022** (last date of comments is 13 May 2022). Any person who cannot read or write will be assisted by the above mentioned staff member and assistance will be given to transcribe that person's objections or comments.

Name of agent: Mr JP Coetzee, Pr. Pln A/1247/2002, ID no of agent: 750723 5047 088, Physical address of agent: 7 Dolerite Crescent, Aerorand, Middelburg, 1070, Contact details of agent: Tel (013) 244 1598, email: mail@urbanmbg.co.za

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**ALGEMENE KENNISGEWING 114 VAN 2022****EMALAHLENI WYSIGINGSKEMA 2526****KENNISGEWING VAN AANSOEK OM DIE WYSIGING VAN DIE EMALAHLENI GRONDGEBRUIKBESTUURSKEMA, 2020 IN TERME VAN ARTIKEL 66(1) AND 98(1)(B), HOOFSTUK 5 & 6 VAN DIE EMALAHLENI RUIMTELIKE BEPLANNING EN GRONDGEBRUIKBESTUUR BY-WET, 2016**

Ek, Johannes Petrus Coetzee (ID 750723 5047 088) van Urban Dynamics Mpumalanga (PTY) LTD, synde die gemagtigde agent van die geregistreerde eienaar van Gedeelte 35 van die plaas Blaauwkrans 323-JS, gee hiermee ingevolge artikel 98(1)(b) van die Emalahleni Ruimtelike Beplanning en Grondgebruikbestuur By-Wet, 2016 kennis dat ons by die Emalahleni Plaaslike Munisipaliteit aansoek gedoen het om die wysiging van die Emalahleni Grondgebruikbestuurskema, 2020 deur die hersonering van die bogenoemde eiendom geleë ongeveer 4.5km suid van KwaMthunzi (Clewer) op die R555 vanaf "Landbou" na "Vervoer dienste".

Planne en/of besonderhede van die aansoek mag gedurende normale kantoorure nagegaan word by die volgende adres: Direktoraat Ontwikkelings Beplanning, 3<sup>de</sup> vloer, Burgersentrum, Mandela Straat, Emalahleni, 1035. Kontak besonderhede van betrokke Munisipale Amptenare is soos volg: Mnr. V. Manyoni (013 690 6480). Enige persoon of persone wat enige beswaar het teen die toestaan van die aansoek, moet sodanige geskrewe beswaar volledig gemotiveer, soos vereis in Artikel 103 en 104 van die Emalahleni Ruimtelike Beplannings en Grondgebruikbestuur By-Wet, 2016, indien by die Munisipale Bestuurder, Posbus 3, Emalahleni sowel as die ondergetekende, binne 30 dae vanaf **8 April 2022** (nie later as 13 Mei 2022 nie). Enige persoon wat nie kan lees of skryf nie sal bygestaan word deur die bogenoemde amptenare om hul beswaar of kommentaar te verwoord.

Naam van agent: Mr. JP Coetzee Pr. Pln. A/1247/2002, ID nr van agent: 750723 5047 088, Fisiese adres van agent: 7 Doleriet Singel, Aerorand, Middelburg, 1070, Kontakbesonderhede van agent: Tel (013) 2441598, epos: mail@urbanmbg.co.za

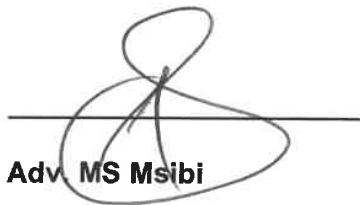
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## GENERAL NOTICE 117 OF 2022

## ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD  
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi

Chief Executive Officer

Date: 6/04/22



**Road Traffic**  
Management Corporation

**ONLINE SERVICES MEMORANDUM OF UNDERSTANDING**

entered into by and between

**THE ROAD TRAFFIC MANAGEMENT CORPORATION**

and

**MPUMALANGA DEPARTMENT OF COMMUNITY SAFETY,  
SECURITY AND LIAISON**

*Handwritten signatures and initials.*

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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**PREAMBLE**

**WHEREAS**, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

**WHEREAS** Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

**WHEREAS** the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

**WHEREAS** the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

**WHEREAS** the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

Handwritten signatures and initials, including a large 'mb' and several other scribbles.



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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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**NOW THEREFORE THE PARTIES agree as follows –**

**1. PARTIES**

**1.1 The Parties to this Agreement are–**

- 1.1.1** The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and
- 1.1.2** The Mpumalanga Department of Community Safety, Security and Liaison acting for and on behalf of the Mpumalanga Provincial Government, herein represented by GODFREY SIBUSISO NTOMBELA in his/her capacity as ACTING H.O.D. and duly authorised thereto.

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1** "Account" means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2** "Act" means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3** "Agreement" means the contents of this Agreement together with the Annexures hereto;
- 2.1.3** "Baseline Fees" means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4** "Business Day" means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

*MS*  
*SS* *[Signature]*



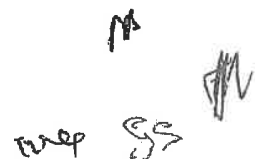
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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means, notwithstanding the date of signature of this Agreement by the Party signing.
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Province"** means the Party as fully described in clause 1.1.2;

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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- 2.1.16 **"Parties"** means RTMC and/or Mpumalanga as the context indicates, and **"Party"** shall mean either one of them as the context may indicate;
- 2.1.17 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

**2.2 Interpretation**

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice



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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

### **3. PURPOSE OF AGREEMENT**

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

**4. APPOINTMENT**

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

**5. DURATION**

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

**6. SERVICES**

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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**Bank: ABSA****Account Name: MPUMALANGA PROVINCE****Account Number: 4103276566****Branch Code: 632005****7. SERVICE FEE**

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

**8. RELATIONSHIP BETWEEN THE PARTIES**

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

**9. GENERAL OBLIGATIONS OF THE PARTIES**

The Parties shall co-operate with each other in good faith.

**10. WARRANTIES AND REMEDIES**

RTMC warrants that it is fully conversant with all relevant statutory requirements having

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

**11. CONTRACT MANAGEMENT**

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 **Functions.** The functions of the Steering Committee shall be—
- 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
  - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
  - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
  - 11.6.4 to review and discuss any other issues with regard to the Services;
  - 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;



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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

**12. FINANCIAL ARRANGEMENTS**

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

**13. FORCE MAJEURE**

- 13.1 Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 Notify of *force majeure* event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 No liability for *force majeure*.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5** If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.

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## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.
14. **AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
15. **CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
  - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
  - 15.2.2.3 the terms and conditions of this Agreement; and
  - 15.2.2.4 the Procumbent Process to appoint service providers for Mpumalanga's Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
  - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
- 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
- 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

**16. DISPUTE SETTLEMENT BETWEEN THE PARTIES**

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

**17 BREACH**

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

**18 NOTICES AND DOMICILIUM**

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

**18.1.1 RTMC:**

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

**18.1.2 Province:**

.....  
or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

**19. CESION AND DELEGATION AND SUB-CONTRACTING**

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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**20. WHOLE AGREEMENT AND NON-VARIATION**

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

**21. WAIVER**

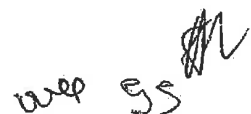
No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**22. SEVERABILITY**

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

**23. SIGNING AUTHORITY**

The Parties warrant and represent that a duly authorised representative of that Party

Handwritten signature and initials, possibly 'wee 95' and a stylized 'M' or 'N'.

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

executes this Agreement.

SIGNED AND EXECUTED at CENTURION and in the presence of the undersigned

witnesses on this 31 day of January 2020 ML

## AS WITNESSES:

1. [Signature]

[Signature]

[Signature]

for RTMC

SIGNED AND EXECUTED at Mbambela and in the presence of the undersigned

witnesses on this 25 day of January 2020 ML

## AS WITNESSES:

1. [Signature]

2. ....

[Signature]

HDD

for the Province

**GENERAL NOTICE 118 OF 2022**

**STEVE TSHWETE AMENDMENT SCHEME 54, ANNEXURE A51  
NOTICE OF APPLICATION FOR THE REZONING IN TERMS OF CHAPTER 5, PART C, SECTION 62(1) READ WITH  
CHAPTER 5 OF THE STEVE TSHWETE MUNICIPALITY SPATIAL PLANNING AND LAND USE MANAGEMENT BY-  
LAWS 2016**

I, Johannes Nicolaas Hamman (ID 5902175144080) of Urban Dynamics Mpumalanga (PTY) LTD being the authorised agent of the registered owner of Erf 1764 Kwazamokuhle, Hendrina hereby gives notice in terms of Section 94(1)(a) and (2)(a) Chapter 6 of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016, that we have applied to the Steve Tshwete Local Municipality for the amendment of the town planning scheme known as the Steve Tshwete Town Planning Scheme, 2019, for the rezoning of Erf 1764, Kwazamokuhle Extension 2 from "Institutional Zone" to "Residential 3 Zone" of the abovementioned properties situated in Dlamini Street in Kwazamokuhle which is in the northern part of the Town. Any objection/s or comments including the grounds for such objection/s or comments with full contact details, shall be made in writing to the Municipal Manager, PO Box 14, Middelburg 1050 within 30 days from **15 APRIL 2022** in the manner as described in Section 99 of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016. Full particulars and plans may be inspected during normal office hours at the office of the Municipal Manager, Steve Tshwete Local Municipality, Cnr. Walter Sisulu and Wanderers Avenue, Middelburg, 1050, Tel: 013 249 7000, for a period of 30 days from **15 APRIL 2022**. Inquiries can be addressed to Mr Meshack Mahamba, Head of Town Planning and Human Settlements at telephone number 013 – 249 7000. Any person who cannot read or write may consult with any staff member of the office of the Senior Manager: Town Planning and Human Settlement during office hours and assistance will be given to transcribe that person's objections or comments.

Name of agent: Mr JN Hamman, Pr. Pln A/525/1987, ID no of agent: 5902175144080, Physical address of agent: 7 Dolerite Crescent, Aerorand, Middelburg, 1070, Contact details of agent: Tel (013) 244 1598, email: [johan@urbanmbg.co.za](mailto:johan@urbanmbg.co.za).

15–22

**ALGEMENE KENNISGEWING 118 VAN 2022**

**STEVE TSHWETE WYSIGINGSKEMA 54 EN BYLAAG A51  
KENNISGEWING VAN DIE AANSOEK VIR DIE HERSONERING IN TERME VAN HOOFSTUK 5, DEEL C, ARTIKEL 62(1)  
LEES SAAM MET HOOFSTUK 5 VAN DIE STEVE TSHWETE MUNISIPALITEIT RUIMTELIKE BEPLANNING EN  
GRONDGEBRUIKBESTUUR VERORDENINGE 2016**

Ek, Johannes **Nicolaas Hamman** (ID **5902175144080**) van Urban Dynamics Mpumalanga (PTY) LTD, synde die gemagtigde agent van die geregistreerde eienaar van Erwe **1764** Kwazamokuhle, Hendrina gee hiermee kennis ingevolge Artikel 94(1)(a) en (2)(a) Hoofstuk 6 van die Steve Tshwete Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2016, dat ons aansoek gedoen het by die Steve Tshwete Plaaslike Munisipaliteit vir die wysiging van die dorpsbeplanningskema bekend as die Steve Tshwete Dorpsbeplanningskema, 2019, vir die hersonering van Erf 1764, Kwazamokuhle Uitbreiding 2 vanaf "Institusionele Sone" na "Residensieel 3 Sone" van die bogenoemde eiendom geleë in Dlaministraat in Kwazamokuhle wat in die noordelike deel van die dorp is. Geskrewe kommentaar of besware ten opsigte van die aansoek en die gronde van die besware of verhoë met volledige kontakbesonderhede moet skriftelik ingedien word by die Munisipale Bestuurder, Posbus 14, Middelburg, 1050 binne 30 dae vanaf **15 APRIL 2022** soos uiteengesit in Artikel 99 van die Steve Tshwete Ruimtelike Beplanning en Grondgebruikbestuur bywet, 2016. Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Steve Tshwete Plaaslike Munisipaliteit, Munisipale Gebou, Hoek van Wandererslaan, Middelburg, 1050, Tel: 013 249 7000, vir 'n tydperk van 30 dae vanaf **15 APRIL 2022**. Navrae kan gerig word aan Mnr Meshack Mahamba, Hoof van Stadsbeplanning en Menslike Nedersettings by telefoonnommer 013 – 249 7000. Enige persoon wat nie kan lees of skryf nie mag enige personeel van die kantoor van die Senior Bestuurder: Stadsbeplanning en Menslike Nedersettings gedurende kantoor ure raadpleeg en bystand sal aan sodanige persoon verleen word om die beswaar of kommentaar saam te stel.

Naam van agent: Mr. JN Hamman Pr. Pl. A/525/1987, ID nr van agent: 5902175144080, Fisiese adres van agent: 7 Doleriet Singel, Aerorand, Middelburg, 1070, Kontakbesonderhede van agent: Tel (013) 2441598, epos: [johan@urbanmbg.co.za](mailto:johan@urbanmbg.co.za).

15–22

**PROCLAMATIONS • PROKLAMASIES****PROCLAMATION NOTICE 112 OF 2022****EMALAHLENI LOCAL MUNICIPALITY****NOTICE OF APPROVAL OF EMALAHLENI AMENDMENT SCHEMES 657 AND 2238**

The Local Municipality of Emalahleni declares hereby in terms of the provisions of Section 66 (5) of Emalahleni Spatial Planning and Land Use Management By-Law, 2016, that the municipality approved the amendment schemes below, being an amendment of the Emalahleni Land Use Scheme, 2020, by the rezoning of the under mentioned properties from their present zoning to the new zoning as indicated in the table below.

Amendment Scheme	Description of property	Present Zoning	New zoning
657	Erf 2779 eMalahleni (was Witbank) Extension 16	Residential 1	Special with Annexure 163
2238	Erf 507, eMalahleni (was Witbank) Extension 3	Residential 1	Institutional

Map 3 and the scheme clauses of the amendment schemes are filed with the Director, Department of Agriculture, Rural Development and Land Administration Mpumalanga Province, and the Municipal Manager, Emalahleni Local Municipality and are open for inspection at all reasonable times.

**HS MAYISELA**

**MUNICIPAL MANAGER**

Civic Centre, Mandela Street, eMalahleni, 1035, P.O. Box 3 eMalahleni, 1035

Publication date: Provincial Gazette of Mpumalanga: 15 April 2022

**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS****PROVINCIAL NOTICE 152 OF 2022****NOTICE OF APPLICATION IN TERMS OF SECTION 88 THE GOVAN MBEKI SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016, READ TOGETHER WITH THE PROVISIONS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013 (ACT 16 OF 2013). (Municipal Ref: AS\_58752)**

We Kamohelo Land Management Consultants being the authorized agents of the owners of Portion 1-22 Secunda Extension 06 and Remainder of Erf 9716 Secunda Extension 06 Township hereby give notice in terms of Section 88 of Govan Mbeki Spatial Planning and Land Use Management By-Law, 2016. that we have applied to the Govan Mbeki Municipality for the amendment of the Govan Mbeki Land Use Scheme, 2020 through rezoning of Portion 1-21 of Erf 9716 Secunda Extension 06 as well as Remainder of Erf 9716 Secunda Extension 06 (formed through consolidation of erf 2960 Secunda Extension 06 & 2956 Secunda Extension 06) from "Open Space" to "Medium Density Residential", the application was submitted in terms section 57 of the Govan Mbeki Land Use by Law, 2016 read together with the provisions of the Spatial Planning and Land Use Management Act, 2013. The allocated Amendment Scheme Number for the application is 14.

Particulars of the application will lie for inspection during normal office hours at the office of the Manager of Town and Regional Planning, Room 323 Third floor, South wing Municipal Buildings, for a period of 30 days from 08 April 2022. Objections to or representations in respect of the application must be lodged with or made in writing to the above address.

Details of applicants:

Kamohelo Land Management Consultants. Pty (Ltd)

Tel: 011 057 1822

Cell: 073 865 7390

Email: [info@klmc.co.za](mailto:info@klmc.co.za)

8-15

**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS****LOCAL AUTHORITY NOTICE 157 OF 2022****NOTICE OF APPLICATION FOR THE AMENDEMENT OF THE STEVE****TSHWETE LAND USE SCHEME, 2010 IN TERMS OF SECTION 62 OF THE STEVE TSHWETE SPATIAL PLANNING AND  
LAND USE MANAGEMENT BY-LAW 2016**

We, Andisa Zwashu Group (PTY) LTD being the authorised agent of the registered owners of the properties mentioned below hereby gives notice in terms of Section 94(1 )(a) and (2)(a) Chapter 6 of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016, that we have applied to the Steve Tshwete Local Municipality for the amendment of the town planning scheme known as the Steve Tshwete Town Planning Scheme, 2004, for the rezoning of the below-mentioned properties as described below;

**Erf 1367, Rockdale Township: Rezoning from residential 1 to Business 2 for the purpose developing a tavern.**

**Erf 359 Somaphepha Village: Rezoning from residential 1 to Business 2 for the purpose developing a tavern.**

Any objection/s or comments including the grounds for such objection/s or comments with full contact details, shall be made in writing to the Municipal Manager, PO Box 14, Middelburg 1050 within 30 days from 8 April 2022 in the manner as described in Section 99 of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016.

Full particulars and plans may be inspected during normal office hours at the office of the Municipal Manager, Steve Tshwete Local Municipality, Cnr. Walter Sisulu and Wanderers Avenue, Middelburg, 1050, Tel: 013249 7000, for a period of 30 days from 8 April 2022. Any person who cannot read or write may consult with any staff member of the office of the Senior Manager: Town Planning and Human Settlement during office hours and assistance will be given to transcribe that person's objections or comments.

Address of applicant: Andisa Zwashu Group (Pty) Ltd, 6653 Don Juan Street Sevilla Estate Monavoni 0157. Cell: 061 984 0678. Email: [info.andisazwashugroup@gmail.com](mailto:info.andisazwashugroup@gmail.com).

8–15

**PLAASLIKE OWERHEID KENNISGEWING 157 VAN 2022****KENNISGEWING VAN AANSOEK OM DIE WYSIGING VAN DIE STEVE****TSHWETE GRONDGEBRUIKSKEMA, 2010 INGEVOLGE ARTIKEL 62 VAN DIE STEVE TSHWETE RUIMTELIKE  
BEPLANNING EN GRONDGEBRUIKBESTUUR VERORDENING 2016**

Ons, Andisa Zwashu Group (PTY) LTD, synde die gemagtigde agent van die geregistreerde eienaars van die eiendomme wat hieronder genoem word, gee hiermee kennis ingevolge Artikel 94(1)(a) en (2)(a) Hoofstuk 6 van die Steve Tshwete Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2016, wat ons by die Steve Tshwete Plaaslike Munisipaliteit aansoek gedoen het vir die wysiging van die dorpsbeplanningskema bekend as die Steve Tshwete Dorpsbeplanningskema, 2004, vir die hersonering van die onderstaande eiendomme soos beskryf. hieronder;

**Erf 1367, Rockdale Dorpsgebied: Hersonering vanaf residensieel 1 na Besigheid 2 vir die doel om 'n taverne te ontwikkel.**

**Erf 359 Somaphepha Village: Hersonering van residensieel 1 na Besigheid 2 vir die doel om 'n taverne te ontwikkel.**

Enige beswaar/s of kommentaar insluitend die gronde vir sodanige beswaar/s of kommentaar met volledige kontakbesonderhede, moet binne 30 dae vanaf 8 April 2022 skriftelik aan die Munisipale Bestuurder, Posbus 14, Middelburg 1050 gerig word op die wyse soos beskryf in Artikel 99 van die Steve Tshwete Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2016.

Volledige besonderhede en planne kan gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Steve Tshwete Plaaslike Munisipaliteit, Snr. Walter Sisulu- en Wandererslaan, Middelburg, 1050, Tel: 013249 7000, vir 'n tydperk van 30 dae vanaf 8 April 2022. Enige persoon wat nie kan lees of skryf nie, kan met enige personeellid van die kantoor van die Senior Bestuurder: Stadsbeplanning en Menslike Skikking gedurende kantoorure en bystand sal verleen word om daardie persoon se besware of kommentaar te transkribeer.

Adres van applikant: Andisa Zwashu Group (Pty) Ltd, Don Juan straat 6653 Sevilla Estate Monavoni 0157. Sel: 061 984 0678. E-pos: info.andisazwashugroup@gmail.com.



**LOCAL AUTHORITY NOTICE 161 OF 2022****CITY OF MBOMBELA LAND USE SCHEME, 2019 - AMENDMENT SCHEME 2168**

It is hereby notified in terms of Section 58 of the Mbombela By-law on Spatial Planning and Land Use Management, 2019, that the City of Mbombela has approved an amendment of the Mbombela Land Use Scheme, 2019, by the rezoning of Erf 825, Sonheuwel Extension 1, from "Residential" to "Residential" permitting 1 dwelling unit per 500m<sup>2</sup>.

Copies of the amendment scheme are filed with the Municipal Manager, Civic Centre, Nel Street, Mbombela, and are open for inspection at all reasonable times. This amendment scheme shall come into operation on date of publication hereof.

**W KHUMALO**  
**MUNICIPAL MANAGER**

City of Mbombela  
P O Box 45  
Nelspruit  
1200

## LOCAL AUTHORITY NOTICE 162 OF 2022

R533 Graskop Road.  
Opp Mapulaneng DLTC  
Bushbuckridge  
Co-ordinates: 31°3'59.796" E 24°50'24.3304" S  
Tel: 013 004 0291/92/95



Private bag x 9308  
Bushbuckridge  
1280  
Email: [info@bushbuckridge.gov.za](mailto:info@bushbuckridge.gov.za)  
Website: [www.bushbuckridge.gov.za](http://www.bushbuckridge.gov.za)

**PUBLIC NOTICE CALLING FOR INSPECTION OF THE SUPPLEMENTARY VALUATION ROLL AND LODGING OF OBJECTIONS**

Notice is hereby given in terms of Section 49(1)(a)(i)(c) of the Local Government: Municipal Rates Act, 2004 (Act No. 6 of 2004), herein referred to as the "Act", that the valuation roll for the financial years 1 July 2019 to 30 June 2024, is open for public inspection at all municipal offices of the Bushbuckridge Municipality, from 18 April 2022 to 30 June 2022 during office hours. In addition, the supplementary valuation roll is available at this Municipality's official website: [www.bushbuckridge.gov.za](http://www.bushbuckridge.gov.za)

An invitation is hereby made in terms of the Section 49(1)(a)(ii) of the Act that any owner of a property or other person who so desires can lodge an objection with the municipal manager in respect of any matter reflected in or omitted from the valuation roll within the abovementioned period.

Attention is specifically drawn to the fact that in terms of Section 50(2) of the Act, an objection must be in relation to a specific individual property and not against the valuation roll as such. The form for the lodging of an objection is obtainable at all offices of the Bushbuckridge Municipality, or at the following websites: [www.bushbuckridge.gov.za](http://www.bushbuckridge.gov.za)

The completed form must be returned to the addresses before or on 30 June 2022. **No objections received by fax or e-mail will be accepted.**

For enquiries:

Chiloane Gladys – Property Rates Clerk - 0720956673  
Gazide Rodney – Billing Clerk - 0745428646  
Gubudela Lumka – Billing Accountant - 0723000364

Please note the following:

- A) The date of valuation is 2 July 2018.
- B) The amount of property rates payable on the new valuation is not yet determined. The new tariff will be established during the budget process.

**ISSUED BY THE MUNICIPAL MANAGER  
BLM COMMUNICATIONS  
NOTICE NUMBER: 30/03/2022/24**

Together speeding service delivery



a	b	c	d	e	f	g
253	RES	T.B.A.	5 2643	R27 189 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Now portions 1 to 82
253/1	RES	T.B.A.	408	R550 000.00	MASUKU AGREEMENT MARIA	Subdivided from erf 253
253/2	VAC	T.B.A.	641	R140 000.00	MHAULE SOLLY SOLANI	Subdivided from erf 253
253/3	RES	T.B.A.	596	R500 000.00	NONYANE PHINZILE THEMBI	Subdivided from erf 253
253/4	RES	T.B.A.	532	R450 000.00	SHILANE HECTOR BAFANA	Subdivided from erf 253
253/5	VAC	T.B.A.	540	R130 000.00	NYUNDU GIVEN SIPHO	Subdivided from erf 253
253/6	RES	T.B.A.	540	R600 000.00	MALUMANE GETRY MALUMANE PEACE	Subdivided from erf 253
253/7	RES	T.B.A.	540	R190 000.00	MOERE LINDY B-E	Subdivided from erf 253
253/8	RES	T.B.A.	540	R540 000.00	MESHEGO SURPRISE	Subdivided from erf 253
253/9	RES	T.B.A.	540	R570 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/10	RES	T.B.A.	540	R600 000.00	MTHABANE NKHENSANI PRISCILLA	Subdivided from erf 253
253/11	RES	T.B.A.	521	R1 000 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/12	RES	T.B.A.	683	R400 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/13	RES	T.B.A.	540	R1 000 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/14	VAC	T.B.A.	540	R130 000.00	MAILE MARGARET	Subdivided from erf 253
253/15	RES	T.B.A.	540	R660 000.00	DIBAKOANE LIONEL NYIKO	Subdivided from erf 253
253/16	RES	T.B.A.	540	R300 000.00	MONARE EUGENE TEBOGO	Subdivided from erf 253
253/17	RES	T.B.A.	540	R450 000.00	SHILENGE VUSIMUZI JACOB	Subdivided from erf 253
253/18	RES	T.B.A.	540	R650 000.00	MOGANEDI MMASELO MERIAM	Subdivided from erf 253
253/19	VAC	T.B.A.	540	R130 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/20	RES	T.B.A.	540	R160 000.00	NGOMBE UAZAKUZO MAPHANGA NOKUTHULA EPHRINA	Subdivided from erf 253
253/21	RES	T.B.A.	540	R550 000.00	MABETLELA MAKOMA LINAH	Subdivided from erf 253
253/22	RES	T.B.A.	540	R480 000.00	MKHONTO FRANSKISKA NGEZENI	Subdivided from erf 253
253/23	RES	T.B.A.	540	R720 000.00	MORELE DIKELEDI LESLIE	Subdivided from erf 253
253/24	RES	T.B.A.	720	R500 000.00	MALEHOPO MATOME WILLIAM MALEHOPO BELLY RINNY	Subdivided from erf 253
253/25	RES	T.B.A.	708	R580 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/26	RES	T.B.A.	540	R570 000.00	KHOZA HENDRY KHOZA NICHOLETTE MOTLAARWEISE	Subdivided from erf 253
253/27	RES	T.B.A.	540	R380 000.00	MAPHANGA SHERLY THABISO MAPHANGA SIBUSISO MICHAEL	Subdivided from erf 253
253/28	RES	T.B.A.	540	R700 000.00	SEKULANE BUTINYANA RODGERS SEKULANE ELIA BETTY	Subdivided from erf 253



a	b	c	d	e	f	g
253/29	RES	T.B.A.	540	R390 000.00	SILUBANE DUMISANE TREVOR	Subdivided from erf 253
253/30	RES	T.B.A.	540	R370 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/31	RES	T.B.A.	540	R370 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/32	RES	T.B.A.	540	R560 000.00	MASHA DINA MAGDELINE	Subdivided from erf 253
253/33	RES	T.B.A.	540	R540 000.00	NONYANE MANDLA RHINE	Subdivided from erf 253
253/34	VAC	T.B.A.	540	R130 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/35	VAC	T.B.A.	586	R140 000.00	MGWENYA MOKGAETSI NORAH B-E	Subdivided from erf 253
253/36	VAC	T.B.A.	569	R140 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/37	RES	T.B.A.	540	R630 000.00	SHILENGE THULANTISIAH SHILENGE MUMSY CRISelda	Subdivided from erf 253
253/38	RES	T.B.A.	540	R630 000.00	MASHILE MARLES SYLVIA	Subdivided from erf 253
253/39	RES	T.B.A.	540	R450 000.00	MAMIANE VIRGINIA	Subdivided from erf 253
253/40	RES	T.B.A.	540	R450 000.00	MASHEGO DILLO SIDAH	Subdivided from erf 253
253/41	RES	T.B.A.	540	R430 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/42	RES	T.B.A.	540	R400 000.00	NDHLOVU SHADRACK MACKSON	Subdivided from erf 253
253/43	RES	T.B.A.	516	R400 000.00	MOKOENA STAFF THANDI	Subdivided from erf 253
253/44	RES	T.B.A.	573	R500 000.00	MDHLULI HAZEL SIBONGILE	Subdivided from erf 253
253/45	RES	T.B.A.	420	R480 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/46	VAC	T.B.A.	420	R120 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/47	RES	T.B.A.	408	R520 000.00	NYALUNGU STANLEY NHLUPO	Subdivided from erf 253
253/48	VAC	T.B.A.	618	R140 000.00	MASHEGO GODFREY	Subdivided from erf 253
253/49	RES	T.B.A.	700	R490 000.00	MASHILOANE BARATWA MELIA	Subdivided from erf 253
253/50	RES	T.B.A.	659	R670 000.00	MOKOENA ESIYA CATHERINE	Subdivided from erf 253
253/51	RES	T.B.A.	576	R170 000.00	SHUBANE SAMUEL RIEZER	Subdivided from erf 253
253/52	RES	T.B.A.	550	R550 000.00	KHOZA SUZAN	Subdivided from erf 253
253/53	RES	T.B.A.	555	R500 000.00	MAGABANE BILLY MOETI	Subdivided from erf 253
253/54	VAC	T.B.A.	603	R140 000.00	KOMANE MPHIO EDITH KOMANE MOEMISENG LAZARUS	Subdivided from erf 253
253/55	RES	T.B.A.	738	R700 000.00	MARULE TOM TERRY MARULE SEBENZILE	Subdivided from erf 253
253/56	RES	T.B.A.	474	R160 000.00	SHLANGU BETHUEL	Subdivided from erf 253
253/57	RES	T.B.A.	477	R180 000.00	MAPHANGA BRIAN MUSA	Subdivided from erf 253
253/58	RES	T.B.A.	482	R580 000.00	NEKHUMBE MBULAHENI SAMUEL NEKHUMBE NDIFELANI SALPHINAH	Subdivided from erf 253



a	b	c	d	e	f	g
253/59	RES	T.B.A.	590	R750 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/60	VAC	T.B.A.	640	R140 000.00	MHLONGO PETER PELI	Subdivided from erf 253
253/61	RES	T.B.A.	600	R700 000.00	MAENETIA LUNIAH NDETI	Subdivided from erf 253
253/62	RES	T.B.A.	600	R700 000.00	MDHLULI THULISILE REJOYCE MDHLULI SIPHO AARON	Subdivided from erf 253
253/63	RES	T.B.A.	600	R500 000.00	NYALUNGU FAITH ANNA TUMELO NYALUNGU CHRISTIAN LUNGA	Subdivided from erf 253
253/64	RES	T.B.A.	814	R650 000.00	MAKOFANE SAKHILE EMMARANCIA MAKOFANE MAKHALATIE BELTOS	Subdivided from erf 253
253/65	RES	T.B.A.	886	R600 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/66	RES	T.B.A.	1181	R710 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/67	RES	T.B.A.	692	R570 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/68	VAC	T.B.A.	692	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/69	RES	T.B.A.	692	R680 000.00	MKHABELA ISAAC BHUTINI B-E	Subdivided from erf 253
253/70	RES	T.B.A.	656	R700 000.00	KHUMALO PRISCILLA TSHOGOFATSO	Subdivided from erf 253
253/71	RES	T.B.A.	421	R680 000.00	SILINDA HENDRY FREDERICK	Subdivided from erf 253
253/72	RES	T.B.A.	424	R480 000.00	SHUBANE KHOLOFELO CHARITY	Subdivided from erf 253
253/73	RES	T.B.A.	491	R460 000.00	MOSEHLE CONSTANCE SESI	Subdivided from erf 253
253/74	RES	T.B.A.	639	R670 000.00	MASHEGO MMATHABO EMMARANTIA	Subdivided from erf 253
253/75	VAC	T.B.A.	711	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/76	VAC	T.B.A.	564	R140 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/77	RES	T.B.A.	617	R350 000.00	NDLOVU SABINA OLGA B-E	Subdivided from erf 253
253/78	RES	T.B.A.	805	R470 000.00	NYAKANE POELETSO SOPHLINAH	Subdivided from erf 253
253/79	VAC	T.B.A.	877	R160 000.00	MKHALELA FAMILY TRUST	Subdivided from erf 253
253/80	RES	T.B.A.	734	R600 000.00	MASHILE BONNY ROSEMARY	Subdivided from erf 253
253/81	PSI	T.B.A.	4316	R100.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
253/82	PSI	T.B.A.	1387	R100.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from erf 253
294	MUP	collage viewbuckbridge1280	2 5729	R14 030 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Now Portion 1 to 33
-294(1)	RES	T.B.A.	2200	R7 100 000.00	BUSHBUCKRIDGE MUNICIPALITY	Now Portion 1 to 33
-294(99)	RES	T.B.A.	2 3529	R6 930 000.00	BUSHBUCKRIDGE MUNICIPALITY	Now Portion 1 to 33
294/1	VAC	T.B.A.	932	R170 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/2	VAC	T.B.A.	663	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/3	BUS	T.B.A.	650	R780 000.00	MKHALELA FAMILY TRUST	Subdivided from 294



a	b	c	d	e	f	g
294/4	BUS	T.B.A.	669	R100.00	MKHALELA FAMILY TRUST	Subdivided from 294
294/5	RES	T.B.A.	831	R600 000.00	CHILOANE TOM	Subdivided from 294
294/6	RES	T.B.A.	897	R460 000.00	MKONTO MOTLATSO CONSTANCE	Subdivided from 294
294/7	RES	T.B.A.	815	R700 000.00	LEKHULENI MESHACK SIPHO	Subdivided from 294
294/8	VAC	T.B.A.	949	R170 000.00	MORIPA JEFFREY THULANI	Subdivided from 294
294/9	VAC	T.B.A.	739	R150 000.00	MASHEGO HAROLD	Subdivided from 294
294/10	RES	T.B.A.	691	R380 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/11	RES	T.B.A.	691	R500 000.00	MASHEGO GIVEN MASHEGO GUMANI EDITH	Subdivided from 294
294/12	VAC	T.B.A.	571	R140 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/13	VAC	T.B.A.	811	R160 000.00	MGWENYA PONTISO JEANNETH	Subdivided from 294
294/14	RES	T.B.A.	690	R300 000.00	MALELE MMPALELAELO SHARLOT	Subdivided from 294
294/15	RES	T.B.A.	959	R550 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/16	RES	T.B.A.	777	R190 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/17	BUS	T.B.A.	789	R100.00	MKHALELA FAMILY TRUST	Subdivided from 294
294/18	RES	T.B.A.	720	R7 100 000.00	NGABISA FAMILY TRUST	Subdivided from 294
294/19	VAC	T.B.A.	690	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/20	VAC	T.B.A.	690	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/21	RES	T.B.A.	690	R620 000.00	RATHEKO MAKHWAHLENE ROBERT RATHEKO LINAH LUCIA	Subdivided from 294
294/22	VAC	T.B.A.	690	R150 000.00	SHUBANE MURIEL MMAPHEFO	Subdivided from 294
294/23	RES	T.B.A.	690	R300 000.00	MACHITELE ROSE	Subdivided from 294
294/24	RES	T.B.A.	674	R400 000.00	NXUMALO PETER NXUMALO SINDISIWA CINDY	Subdivided from 294
294/25	VAC	T.B.A.	717	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/26	RES	T.B.A.	690	R900 000.00	SHAKOANE SELLO JANE	Subdivided from 294
294/27	RES	T.B.A.	690	R560 000.00	MALOPE MARTHA	Subdivided from 294
294/28	RES	T.B.A.	690	R550 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/29	RES	T.B.A.	690	R550 000.00	KHOZA VUSI GIVEN KHOZA LINDIWE	Subdivided from 294
294/30	RES	T.B.A.	690	R600 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/31	RES	T.B.A.	733	R100.00	NGABISA FAMILY TRUST	Subdivided from 294 pc with portion 18
294/32	VAC	T.B.A.	733	R150 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294
294/33	PSI	T.B.A.	2130	R1 000.00	BUSHBUCKRIDGE LOCAL MUNICIPALITY	Subdivided from 294



VALUERS  
GUILD OF SOUTH AFRICA

Page / Bladsy 5.

Date of Valuation: 2018/06/30

Name of Geographical Area: MKHUHLU-A

a	b	c	d	e	f	g
184	VAC	T.B.A.	540	R140 000.00	CHAUKE DORRIES THOKOZILE SAMBO CHAUKE JOSEPH	Property Burned
184	VAC	T.B.A.	540	R140 000.00	CHAUKE DORRIES THOKOZILE SAMBO CHAUKE JOSEPH	House burn down
334	RES	T.B.A.	540	R1 200 000.00	LUCIA MNGWENGWE FAMILY TRUST	New 10 units





a	b	c	d	e	f	g
-/32/26(1) DUNDEE KU - 00032	PAB		1 0000	R5 840 000.00	H O B I T INV PTY LTD	
-/84(1) JAYDEE KU - 00084	PAR		1 0000	R5 000 000.00	IVOR KARAN TRUST	Private camp not commercial
-/84(1) JAYDEE KU - 00084	PAR		1 0000	R5 000 000.00	IVOR KARAN TRUST	Corrected effective date
-/114(1) NEDERLAND KU - 00114	PAB		6 0000	R36 550 000.00	CHANGING TIDES 362 PTY LTD	
-/114(1) NEDERLAND KU - 00114	PAB		6 0000	R16 800 000.00	CHANGING TIDES 362 PTY LTD	Corrected value sv was done on wrong pro
114 NEDERLAND KU - 00114	MUP	Timbavati Reserve	1129	R56 110 000.00	CHANGING TIDES 362 PTY LTD	Corrected MUP Value
-/342/8(2) GOWRIE KU - 00342	PAR		9 0000	R8 500 000.00	MOOLTRU PTY LTD	No Lodge on the property left





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