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GENERAL NOTICE

NOTICE 1013 OF 1989

DEPARTMENT OF TRADE AND INDUSTRY HARMFUL BUSINESS PRACTICES ACT, 1988 ARRANGEMENT

HOUSING SCHEMES FOR THE ELDERLY

I, Theodorus Gerhardus Alant, Deputy Minister of Economic Affairs and Technology, acting on behalf of the Minister of Economic Affairs and Technology, do hereby, in terms of section 11 (2) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the arrangement set out in the Schedule.

T. G. ALANT,
Deputy Minister of Economic Affairs and Technology.

SCHEDULE

ARRANGEMENT UNDER THE HARMFUL BUSINESS PRACTICES ACT, 1988

CONTENTS

- i. THE ARRANGEMENT
- ii. ANNEXURE 'A': Memorandum of agreement between Eden Village (Warner Beach) (Pty) Ltd and Eden Haven (Pty) Ltd.
- iii. ANNEXURE 'B': Deed of Suretyship by R. W., L. W. and E. D. Timcke.

ARRANGEMENT UNDER THE HARMFUL BUSINESS PRACTICES ACT OF 1988

Definitions

1. The Act: The Harmful Business Practices Act of 1988.
2. The Agreement: The written agreement attached hereto and marked "A".
3. The Arrangement: This document read with annexures "A" and "B" once signed by all the parties hereto.
4. The Committee: The committee established under the Act.
5. The Companies: Eden Village (Warner Beach) (Pty) Ltd.
Eden Haven (Pty) Ltd.
6. The Lender: Any registered building society or registered banker.
7. The Properties: The immovable properties (including the improvements erected thereon) owned by the Companies.
8. The Timckes: Robert William Timcke
Edward Donald Timcke
Leonard William Timcke
9. Warner Beach: Eden Village (Warner Beach) (Pty) Ltd.

The Arrangement

1. 1.1 The companies shall simultaneously with the signature of the arrangement, sign the agreement.
- 1.2 Warner Beach shall:
 - 1.2.1 be brought under the control of the Timckes or their nominees prior to signature of the arrangement;
 - 1.2.2 call for tenders (where necessary) to do the works detailed in paragraphs 1.2.5.1 to 1.2.5.3 below within seven days of receiving the proceeds of the loan referred to in paragraph 1.2.5 below;
 - 1.2.3 commence or cause the commencement of the works as soon as reasonably possible after receiving the loan aforesaid and ensure that such works are continued and completed with reasonable expedition.
 - 1.2.4 be entitled to erect a new retirement village (the new village) upon its property adjacent to the existing village provided that:
 - 1.2.4.1 no further mortgage bonds are passed or other limited real rights are granted by it to any third person over or in regard to its property (save for those rights to be afforded the occupiers);
 - 1.2.4.2 the construction thereof is financed either from its own funds or from funds to be obtained by it from persons to whom life rights are to be granted;
 - 1.2.4.3 the budget for the construction thereof includes funds for the completion of a recreation centre and all or any excess of income over expenditure in connection therewith is applied:
 - a) forthwith to the reduction of the existing loan indebtedness to First National Bank Limited;
 - b) to fulfill the companies obligations under paragraph 1.2.5.3 below; and
 - c) to maintain the property, pay all normal operating costs of Warner Beach.
 - 1.2.5 be paid an amount of R50 000-00 by other companies controlled by the Timckes for the purpose of enabling Warner Beach to complete:
 - 1.2.5.1 the surfacing of the internal roads on its property;
 - 1.2.5.2 the installation of the panic button system;
 - 1.2.5.3 all other things which require to be done at or upon the property of Warner Beach to achieve compliance with its obligations under its contracts with occupiers of its units, save that Warner Beach shall not be obliged to construct a frail care centre upon its property nor deliver a combi until all the units (in the existing development) are sold or occupied.
2. All of the obligations of the companies owed *inter se* shall be guaranteed by the Timckes by the latter signing the suretyship, annexure "B" hereto.
3. The companies shall either cause their properties:
 - 3.1 to be registered as Sectional Title schemes in terms of the Sectional Title Act, No. 95 of 1986; or
 - 3.2 to be converted into Share Block schemes in terms of the Share Block Control Act, No. 59 of 1980; or
 - 3.3 to be depicted on a written plan showing the situation of all improvements upon the properties and describing each separate dwelling unit upon the properties in such a way that the same shall be acceptable to the Registrar of Deeds in whose area the property is situate for the purpose described in paragraph 4.3 hereunder.
4. In order to secure the tenure of the life-right occupants of the companies' properties, the companies shall:
 - 4.1 in the case of 3.1 above pass a sectional bond over each occupied dwelling unit in favour of each occupant for an amount equal to the sum loaned by each occupant to each company; or
 - 4.2 in the case of 3.2 above pledge in *securitatem debiti* in favour of each occupant so many of the shares of each scheme as represents the life right of occupation of each dwelling unit; or
 - 4.3 in the case of 3.3 above cause to be registered in the appropriate deeds office in favour of each occupant of each dwelling unit a usufructuary life right over each dwelling unit,

provided that the necessary consents to pass the aforesaid bonds alternatively make the aforesaid pledges alternatively regard the aforesaid usufructs, are forthcoming from the existing bondholders of the properties owned by the companies.
5. The security to be afforded the occupants of each dwelling unit shall be:
 - 5.1 terminable only against repayment to each occupant of the amount of the loan made by each occupant to each company;

- 5.2 on such further terms as may be reasonable and equitable for both the occupants and the companies;
 5.3 afforded to each occupant at their sole cost and after payment by them of such cost.
6. The companies shall forthwith do or cause to be done all things as are necessary to achieve 3.1, 3.2 or 3.3 above as soon as reasonably possible.
7. The companies shall conduct their affairs in future within the framework of the terms of this arrangement.
8. This arrangement shall become binding upon the companies and the Timckes upon all of their signatures being appended hereto.
10. Warner Beach shall report to the representative of the committee, in writing, every quarter (the first of which on or before the 1st August 1989) as to progress in relation to the matters referred to in 1.2 and 3 until such time as the terms of this arrangement have been fully complied with.
11. The companies shall procure that the agreement, annexure "A" hereto is signed by or on behalf of the duly authorised representative of each company, at the same time as this arrangement is signed.
12. 12.1 The terms of paragraphs 3 and 4 hereof as well as the terms of paragraphs 3.6 and 3.7 of the agreement, annexure "A" hereto, shall apply as soon as either registered sectional title schemes are opened in the appropriate Deeds Registry Offices or the companies are converted into shareblock control companies or deduction plans of the development have been drawn and approved by the Surveyor General of the appropriate province as well as by the appropriate Deeds Office Registry (as the case may be) for each of the properties.
 12.2 Until either of the foregoing three options have been achieved by the companies they shall be entitled to continue to trade, subject to the further terms and conditions of this arrangement and of the agreement, annexure "A" hereto, in the manner hitherto undertaken by them.
 12.3 The companies agree and undertake to immediately instruct their appropriate professional advisors to undertake the achievement of either of the three options referred to in the immediately preceding paragraph, in writing, and to provide the committee within 7 (seven) days from the date upon which each occupier has agreed to accept the security tendered to him in terms hereof and undertaken to pay the cost thereof upon demand.

THUS DONE AND SIGNED AT SANDTON THIS 7th DAY OF JUNE 1989.

AS WITNESSES:

1.

for THE COMPANIES

L. W. TIMCKE

E. D. TIMCKE

"A"

MEMORANDUM OF AGREEMENT

made and entered into by and between

EDEN VILLAGE (WARNER BEACH) (PTY) LIMITED

(herein represented by ROBERT WILLIAM TIMCKE, a director thereof and he being duly authorised hereto)
 (hereinafter referred to as "Warner Beach")

and

EDEN HAVEN (PTY) LIMITED

(herein represented by ROBERT WILLIAM TIMCKE, a director thereof and he being duly authorised hereto)
 (hereinafter referred to as "Haven")

WHEREAS:

1. Warner Beach and Haven:
 - 1.1 both own retirement villages;
 - 1.2 have certain common shareholders and directors;
 - 1.3 are desirous of concluding a mutual financing agreement between themselves and of recording such agreement in writing.

NOW THEREFORE THESE PRESENTS WITNESSETH:

1. Warner Beach is indebted to First National Bank Limited (Pritchard Street Branch) for payment of the sum of R250 000-00 (two hundred and fifty thousand rand) as reflected in the financial statements of Warner Beach.
2. Haven is indebted to the South African Permanent Building Society for payment of the sum of approximately R200 000-00 as reflected in the financial statements of Haven.
3. Warner Beach and Haven hereby reciprocally undertake that they shall financially support each other to the extent that all or any excess income received by either of them from time to time shall be utilised to assist the other in reducing their respective liabilities referred to in paragraph 2 above, as soon as possible.
4. Warner Beach may, if necessary, convert its short term liability to First National Bank Limited referred to in 1 above to a long term liability provided that:
 - 4.1 the interest payable on such converted liability is calculated at currently applicable building society/bank mortgage interest rates;
 - 4.2 the capital of such converted liability is not repayable within a period of 20 (twenty) years; and
 - 4.3 the further terms and conditions of such converted liability are no more onerous than those imposed by building societies/banks from time to time.

THUS DONE AND SIGNED AT SANDTON THIS 7th DAY OF JUNE 1989.

AS WITNESSES:

1.
2.

for WARNER BEACH

THUS DONE AND SIGNED AT SANDTON THIS 7th DAY OF JUNE 1989.

AS WITNESSES:

1.
2.

for HAVEN

"B"

DEED OF SURETYSHIP

We, the undersigned,

**ROBERT WILLIAM TIMCKE
LEONARD WILLIAM TIMCKE
EDWARD DONALD TIMCKE**

do hereby:

1. interpose and bind ourselves jointly and severally and in solidum as sureties and co-principal debtors for and with Eden Village (Warner Beach) (Pty) Limited and Eden Haven (Pty) Limited (the Companies) for the due, faithful and punctual compliance by the Companies with all of their obligations to each other and generally in terms of the agreement to which this suretyship is annexed.
2. renounce all of the benefits of the legal exceptions of excusson and division, with the full force and effect of which renunciation we declare ourselves to be fully aware.
3. choose as our domicilium citandi et executandi for all purposes under this suretyship and at law the following address, namely c/o GORDON HOLTMANN, 1st Floor, Hyde Park Corner, Jan Smuts Avenue, Sandton.

SIGNED AT SANDTON THIS 7th DAY OF JUNE 1989.

AS WITNESSES:

1.
2.

ROBERT WILLIAM TIMCKE

LEONARD WILLIAM TIMCKE

EDWARD DONALD TIMCKE

BYLAE**REËLING KAGTENS DIE WET OP SKADELIKE SAKEPRAKTYKE, 1988****INHOUD**

- i. **DIE REËLING**
- ii. **BYLAE 'A':** Memorandum van ooreenkoms tussen Eden Village (Warner Beach) (Edms.) Bpk. en Eden Haven (Edms.) Bpk.
- iii. **BYLAE 'B':** Akte van Borgstelling deur R. W., L. W. en E. D. Timcke.

REËLING KAGTENS DIE WET OP SKADELIKE SAKEPRAKTYKE VAN 1988**Woordomskrywings**

1. Die Wet: Die Wet op Skadelike Sakepraktyke van 1988.
2. Die Ooreenkoms: Die skriftelike ooreenkoms hierby aangeheg en gemerk "A".
3. Die Reëling: Hierdie dokument saamgelees met bylaes "A" en "B" sodra geteken deur alle partye daartoe.
4. Die Komitee: Die komitee ingestel kragtens die Wet.
5. Die Maatskappye: Eden Village (Warner Beach) (Edms.) Bpk.
Eden Haven (Edms.) Bpk.
6. Die Uitlener: Enige geregistreerde bouvereniging of geregistreerde bankier.
7. Die Eiendomme: Die onroerende eiendomme (insluitend die verbeterings daarop aangebring) die eiendom van die maatskappye.
8. Dié Timckes: Robert William Timcke
Edward Donald Timcke
Leonard William Timcke
9. Warner Beach: Eden Village (Warner Beach) (Edms.) Bpk.

Die Reëling

1. 1.1 Die maatskappy moet gelyktydig met die ondertekening van die reëling, die ooreenkoms onderteken.
- 1.2 Warner Beach moet:
 - 1.2.1 onder beheer van die Timckes of hul benoemdes gebring word voor die ondertekening van die reëling;
 - 1.2.2 vir tenders vra (waar nodig) om die werke in paragrawe 1.2.5.1 tot 1.2.5.3 hieronder uiteengesit binne sewe dae na ontvangs van die lening waarna in paragraaf 1.2.5 hieronder verwys word, te doen;
 - 1.2.3 begin met die werke of die aanvang daarvan bewerkstellig so gou as redelikerwys moontlik na ontvangs van voornoemde lening en moet verseker dat sodanige werke voortgaan en binne 'n redelike tyd voltooi word;
 - 1.2.4 geregtig wees om 'n nuwe aftree-oord (die nuwe oord) op die eiendom aangrensend aan die bestaande oord op te rig op voorwaarde dat:
 - 1.2.4.1 geen verdere verbande passeer word of ander beperkte saaklike regte toegeken word aan enige derde party oor of in verband met die eiendom (behalwe daardie regte wat aan die inwoners toegeken word);
 - 1.2.4.2 die oprigting daarvan gefinansier word of uit eie fondse of uit fondse wat verkry word van persone aan wie lewensregte toegeken sal word;
 - 1.2.4.3 die begroting vir die oprigting daarvan fondse insluit vir die voltooiing van 'n ontspanningsentrum en alle of enige oorskot van inkomste oor uitgawe in verband daarmee aangewend word:
 - a) vir onmiddellike vermindering van die bestaande leningsverpligting teenoor Eerste Nasionale Bank Beperk;
 - b) om die maatskappy se verpligte onder paragraaf 1.2.5.3 hieronder na te kom; en
 - c) om die eiendom in stand te hou en alle gewone bedryfkostes van Warner Beach te betaal.
 - 1.2.5 'n bedrag van R50 000-00 betaal word deur ander maatskappye onder beheer van die Timckes vir die doel om Warner Beach in staat te stel om die volgende te voltooi:
 - 1.2.5.1 die oppervlakbedekking van die dienspaaie op sy eiendom;
 - 1.2.5.2 die installering van 'n nood-alarmstelsel;

- 1.2.5.3 alle ander dinge wat gedoen moet word by of op die eiendom van Warner Beach om te voldoen aan sy verpligtinge ingevolge sy kontrakte met die inwoners van die eenhede, behalwe dat Warner Beach nie verplig is om 'n versorgingseenheid vir verswakte persone op sy eiendom op te rig nie en ook nie om 'n kombi te verskaf nie totdat al die eenhede (in die huidige ontwikkeling) verkoop of geokkupeer is.
2. Al die verpligtinge wat deur die maatskappye *inter se* verskuldig is, word deur die Timckes gewaarborg deurdat laasgenoemde die borgstellingsakte, bylaag "B" hierby, onderteken.
 3. Die maatskappy moet toesien dat hul eiendomme:
 - 3.1 as Deeltitelskemas ingevolge die Wet op Deeltitels, No. 95 van 1986 geregistreer word; of
 - 3.2 in 'n Aandeleblokskema ingevolge die Wet op die Beheer van Aandeleblokke, No. 59 van 1980, omgeskakel word; of
 - 3.3 op 'n geskrewe plan afgebeeld word wat die posisie van alle verbeterings op die eiendomme aandui en elke afsonderlike wooneenheid op die eiendomme in so 'n mate beskryf dat dit ook aanvaarbaar sal wees vir die Registrateur van Aktes in wie se gebied die eiendom geleë is vir die doel soos omskryf in paragraaf 4.3 hieronder.
 4. Ten einde die okkupasie van die lewensreginwoners van die maatskappye se eiendomme te verseker, moet die maatskappye:
 - 4.1 in die geval van 3.1 hierbo, 'n deeltitelverband passeer oor elke bewoonde wooneenheid ten gunste van elke inwoner teen 'n bedrag gelykstaande aan die totale bedrag wat deur elke inwoner aan elke maatskappy geleent is; of
 - 4.2 in die geval van 3.2 hierbo, soveel aandele van elke skema in *securitatum debiti* verpand ten gunste van elke inwoner soos wat deur die lewensreg van okkupasie van elke wooneenheid verteenwoordig word; of
 - 4.3 in die geval van 3.3 hierbo, in die toepaslike akteskantoor 'n vruggebruikslewensreg oor elke wooneenheid laat registreer ten gunste van elke inwoner van elke wooneenheid,
met dien verstande dat die nodige toestemming om of die voornoemde verbande te passeer of die voormalde verpanding aan te gaan of na die voornoemde lewensregte om te sien, van die huidige verbandhouers oor die eiendomme wat deur die maatskappye besit word, verkry word.
 5. Die sekuriteit wat aan elke inwoner van elke wooneenheid verskaf moet word:
 - 5.1 word beëindig slegs teen betaling, aan elke inwoner, van die bedrag van die lening wat elke inwoner aan elke maatskappy gemaak het;
 - 5.2 is onderhewig aan sodanige verdere voorwaardes as wat redelik en regverdig vir beide die inwoners en die maatskappy is;
 - 5.3 word aan elke inwoner verskaf vir sy eie koste en nadat hul sodanige koste betaal het.
 6. Die maatskappy moet onverwyld alles doen of toesien dat alles gedoen word wat nodig is om 3.1, 3.2 of 3.3 hierbo te bereik so spoedig as wat redelikerwys moontlik is.
 7. Die maatskappy moet voortaan hul sake binne die raamwerk van die bepalings van hierdie reëling bedryf.
 8. Hierdie reëling is bindend op die maatskappye en die Timckes sodra al hul handtekeninge hierop aangebring is.
 10. Warner Beach moet elke kwartaal (die eerste waarvan op of voor 1 Augustus 1989 moet geskied) skriftelik aan die verteenwoordiger van die komitee rapporteer oor vordering in verband met die aangeleenthede genoem in 1, 2 en 3 totdat daar ten volle aan die bepalings van hierdie reëling voldoen is.
 11. Die maatskappy moet toesien dat die ooreenkoms, bylae "A" hierby, onderteken word deur of namens die behoorlik gemagtigde verteenwoordiger van elke maatskappy, gelyktydig met die ondertekening van hierdie reëling.
 12. 12.1 Die bepalings van paragrawe 3 en 4 hiervan sowel as die bepalings van paragrawe 3.6 en 3.7 van die ooreenkoms, bylae "A" hierby, geld sodra of die geregistreerde deeltitelskemas in die betrokke Akteskantore geopen is of sodra die maatskappye omgeskakel is in aandelebloksmaatskappye of aftrekingsplanne van die ontwikkeling gemaak en deur die Landmeter-generaal van die betrokke provinsie sowel as deur die betrokke Akteskantoor (na gelang van die geval) vir elke van die eiendomme goedgekeur is.
 12.2 Totdat enige van die voornoemde drie keuses deur die maatskappye uitgeoefen is, is hulle geregtig om voort te gaan om handel te dryf, onderhewig aan die verdere bepalings en voorwaardes van hierdie reëling en van die ooreenkoms, bylae "A" hierby, op die wyse deur hulle tot dusver gedoen.
 12.3 Die maatskappy kom ooreen en onderneem om onmiddellik hul betrokke professionele adviseurs op te dra om die bereiking van enige van die drie opsies waarna in die onmiddellik voorafgaande paragraaf verwys is, skriftelik te onderneem en om die komitee binne 7 (sewe) dae te voorsien van die datum waarop elke inwoner ingestem het om die sekuriteit wat hierkragtens aangebied is, te aanvaar en onderneem het om die koste daarvan op aanvraag te betaal.

ALDUS GEDOEN EN ONDERTEKEN TE SANDTON OP HIERDIE 7de DAG VAN JUNIE 1989.

AS GETUIENIS:

1. **vir DIE MAATSKAPPYE**

2. **L. W. TIMCKE**

E. D. TIMCKE

"A"

MEMORANDUM VAN OOREENKOMS

gemaak en aangegaan deur en tussen

EDEN VILLAGE (WARNER BEACH) (EDMS.) BEPERK

(hierin verteenwoordig deur ROBERT WILLIAM TIMCKE, 'n direkteur daarvan en behoorlik daartoe gemagtig)
(hierna verwys as "Warner Beach")

en

EDEN HAVEN (EDMS.) BEPERK

(hierin verteenwoordig deur ROBERT WILLIAM TIMCKE, 'n direkteur en behoorlik daartoe gemagtig)
(hierna verwys as "Haven")

NADEMAAL:

1. Warner Beach en Haven:

- 1.1 beide aftware-oorde besit;
- 1.2 sekere gemeenskaplike aandeelhouers en direkteure het;
- 1.3 begerig is om 'n onderlinge finansieringsooreenkoms tussen hulle te sluit en om sodanige ooreenkoms skriftelik aan te teken.

TEN GEVOLGE WAARVAN DIE PARTYE HIERTOE GETUIG:

1. Warner Beach is aan Eerste Nasionale Bank Beperk (Pritchardstraattak) die betaling van die som van R250 000-00 (Tweehonderd en vyftig duisend rand) verskuldig soos in die finansiële state van Warner Beach gereflekteer.
2. Haven is aan die Suid-Afrikaanse Permanente Bouvereniging die betaling van die som van nagenoeg R200 000-00 verskuldig soos in die finansiële state van Haven reflekter.
3. Warner Beach en Haven onderneem hierby wedersyds dat hulle mekaar finansiell sal ondersteun in dié mate dat alle of enige oorskot inkomste deur enige van hulle van tyd tot tyd ontvang, aangewend sal word om die ander een by te staan om hul onderskeie verpligtinge, waarna in paragraaf 2 hierbo verwys is, so spoedig moontlik te verminder.
4. Warner Beach kan, indien nodig, sy korttermyn verpligting teenoor Eerste Nasionale Bank Beperk waarna in 1 hierbo verwys is, in 'n langtermyn verpligting omskep met dien verstande dat:
 - 4.1 die rente betaalbaar op sodanig omskepte verpligting bereken word teen huidig toepaslike bouvereniging/bank verband rentekoerse;
 - 4.2 die kapitaal van sodanig omskepte verpligting nie terugbetaalbaar is binne 'n tydperk van 20 (twintig) jaar nie; en
 - 4.3 die verdere bepalings en voorwaardes van sodanig omskepte verpligting nie meer beswarend is as daardie wat deur bouverenigings/banke van tyd tot tyd opgelê word nie.

ALDUS GEDOEN EN ONDERTEKEN TE SANDTON OP HIERDIE 7de DAG VAN JUNIE 1989.

AS GETUIENIS:

1. **namens WARNER BEACH**

2.

ALDUS GEDOEEN EN ONDERTEKEN TE SANDTON OP HIERDIE 7de DAG VAN JUNIE 1989.

AS GETUENIS:

1.

namens HAVEN

2.

"B"

AKTE VAN BORGSTELLING

Ons, die ondergetekendes,

**ROBERT WILLIAM TIMCKE
LEONARD WILLIAM TIMCKE
EDWARD DONALD TIMCKE**

1. verbind hiermee onsself gesamentlik en afsonderlik en in solidum as borge en medehoofskuldelaars vir en met Eden Village (Warner Beach) (Edms.) Beperk en Eden Haven (Edms.) Beperk (die Maatskappye) vir die behoorlike, getroue en stiptelike nakoming deur die Maatskappye van hul verpligtinge teenoor mekaar en in die algemeen ten opsigte van die ooreenkoms waarby hierdie borgstelling aangeheg is.
2. doen hiermee afstand van al die voordele van die regtelike eksepsies van uitwinning en skeiding en ons verklaar dat ons bewus is van die volle krag en uitwerking van sodanige afstanddoening.
3. kies as ons wetlike domicilium citandi et executandi vir alle doeleinades onder hierdie borgstelling die volgende adres, naamlik p/a GORDON HOLTMANN, 1ste VLOER, HYDE PARK CORNER, JAN SMUTSRYLAAN, SANDTON.

ONDERTEKEN TE SANDTON HIERDIE 7de DAG VAN JUNIE 1989

AS GETUIES:

1.

ROBERT WILLIAM TIMCKE

2.

LEONARD WILLIAM TIMCKE

EDWARD DONALD TIMCKE

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