

**THE PROVINCE OF  
GAUTENG**



**DIE PROVINSIE  
GAUTENG**

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DEPARTMENT OF HEALTH

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## LOCAL AUTHORITY NOTICES

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### LOCAL AUTHORITY NOTICE 78

#### EKURHULENI METROPOLITAN MUNICIPALITY KEMPTON PARK CUSTOMER CARE CENTRE DECLARATION AS AN APPROVED TOWNSHIP

In terms of Section 103(1) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), the Ekurhuleni Metropolitan Municipality, Kempton Park Customer Care Centre hereby declares Sterkfontein Extension 6 Township to be an approved township, subject to the conditions set out in the Schedule hereto.

#### SCHEDULE

**STATEMENT OF CONDITIONS UNDER WHICH THE APPLICATION MADE BY JR 209 INVESTMENTS PROPRIETY LIMITED (HEREINAFTER REFERRED TO AS THE TOWNSHIP OWNER) IN TERMS OF THE PROVISIONS OF CHAPTER III OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 59 (A PORTION OF PORTION 13) OF THE FARM STERKFORTEIN 401-JR, PROVINCE GAUTENG, HAS BEEN APPROVED**

**1. CONDITIONS TO BE COMPLIED WITH PRIOR TO THE DECLARATION OF THE TOWNSHIP IN TERMS OF THE PROVISIONS OF SECTION 103 OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986) (HEREINAFTER REFERRED TO AS ORDINANCE 15 OF 1986)**

**1.1. GENERAL**

- (a) The applicant shall satisfy the Local Authority that -
- (i) the relevant amendment scheme (in terms of section 125 of the Ordinance 15 of 1986) is in order and can be published simultaneously with the declaration of the township as an approved township;
  - (ii) satisfactory access from a public road network is available to all the erven in the township;
  - (iii) a Non-profitable company (NPC) be registered by the Developer in terms of the provisions of Item 1(1) of Schedule 1 of the Companies Act, Act 71 of 2008. A copy of the registered Deed of Association (CM4) and the Company's Statutes must be submitted to the Ekurhuleni Metropolitan Municipality;
  - (iv) All flood lines with an expected frequency of 1:50 years and 1:100 years shall be indicated on the relevant layout plan.
- (b) The applicant shall comply with the provisions of Sections 72, 75, and 101 of the Town-planning and Townships Ordinance, 1986.

**2. CONDITIONS OF ESTABLISHMENT**

**2.1. NAME**

The name of the township shall be **Sterkfontein Extension 6**.

**2.2. DESIGN**

The township shall consist of erven and streets as indicated on general plan **SG 1882/2012**.

**2.3. DISPOSAL OF EXISTING CONDITIONS OF TITLE**

2.3.1. All erven shall be made subject to the following existing conditions and servitudes in Title Deed T89004/2005 –

1. The former Remaining Extent of Portion A of the farm Sterkfontein 401 Registration Division

J.R. district of Pretoria, measuring as such 832,1209 hectares (of which the property held hereunder forms a portion) is subject and entitled to the following conditions:

- A. The conditions and rights contained in certain Deed of Division dated 15 February 1888 filed with Deed of Transfer 678/1894 as regards the distribution of the water named Sterkfontein.
- B. The owner of the Remaining Extent of Portion A of the farm Sterkfontein 401 Registration Division J.R. and certain portions marked C and D of the farm Olifantsfontein 403 Registration Division J.R. district of Pretoria, measuring respectively 5,1777 hectares and 49,6503 hectares, transferred under paragraphs 5, 2 and 3 of Deed of Transfer 24633/1946 dated 17 August 1946 is entitled to a two-third (2/3rd) share of the water belonging to the whole said Portion A of the farm Sterkfontein, measuring 1 961,8937 hectares and the said Portions C and D of the farm Olifantsfontein by virtue of the said Deed of Division dated 15 February 1888 and the further right to free water for cattle for so far as the water referred to in the said Deed of Division dated 15 February 1888 flows through the property conveyed and the said Portions C and D of the farm Olifantsfontein as provided in the said Deed of Division dated 15 February 1888.
- C. Subject to the servitude that the owner of certain portion of Portion A of the said farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring 1 077,5344 hectares as transferred to Frederik Andries Botha on 25 March 1908 by Deed of Transfer 1721/1908 shall have the right to use the existing water furrow over the said property for the purpose of conveying his share of the said water to his property
- D. Subject to the full, free and unencumbered right of way and access in favour of the owner of Portion 4 (a portion of Portion A of the said farm Sterkfontein) measuring 4, 2827 hectares, held under Deed of Transfer 21015/1942 dated 27 October 1942 from and to the nearest and most conveniently accessible public road which right of way shall be 6, 30 metres in width.
- E. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 753,5842 hectares (of which the property held hereunder forms a portion) is:
  - (b) Entitled to restrict Portion 7 of the said farm Sterkfontein, measuring 57,967 hectares from the right to sink any wells or boreholes as will more fully appear from Deed of Transfer 15472/1949 dated 5 July 1949.

But excluding –

2.3.2. The following conditions in Title Deed T. 89004/2005 which do not affect the township **due to location** –

- E. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 753, 5842 hectares (of which the property held hereunder forms a portion) is:
  - (a) Subject to Notarial Deed 137/1956 S dated 10 February 1956 whereby the right has been granted to ESKOM to convey electricity over the said property together with ancillary rights and subject to conditions as will more fully appear on reference to the said Notarial Deed and Diagram annexed thereto.
- F. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 711, 7776 hectares (of which the property held hereunder forms a portion) is:

- (b) Subject to a servitude of power line over the said property and right to convey electricity and water in favour of Cullinan Refractories Limited, as will more fully appear from reference to Notarial Deed 330/1957 S dated 9 January 1957 and registered on 5 April 1957.
  - (c) Subject to a servitude of perpetual right of way 1,57 metres wide, to convey water by means of a pipeline in favour of Peri-urban Areas Health Board with ancillary rights, as will more fully appear from reference to Notarial Deed 1199/1958 S dated 2 September 1958 and registered on 30 October 1958.
  - (d) Subject to a servitude of perpetual right of way 15, 74 metres wide for the use of road purposes with ancillary rights in favour of Peri-urban Areas Health Board as will more fully appear from reference to Notarial Deed 514/1960 S dated 18 December 1959 and registered on 27 May 1960.
2. By virtue of Notarial Deed of Servitude K.436/1974 S the within mentioned property is subject to servitude in favour of ESKOM to convey electricity over the property together with ancillary rights as will more fully appear on reference to the said Notarial Deed of Servitude
  3. By virtue of Notarial Deed of Servitude K.3417.1985S the within mentioned property is subject to a servitude in perpetuity in favour of Suid-Afrikaanse Gasdistribusiekorporasie Beperk (No 64/6005) to convey gases, liquids, sold material of whatever nature and electricity by means of pipelines, cables or in any manner over the property in a servitude area of 3 meters wide centre line indicated by line ABCDEFGHJK and figure LMNOPQRSTU measuring 2650 square meters on Diagram S.G. A.65/85 with other ancillary rights as will more fully appear on reference to the said Notarial Deed of Servitude.
  4. By virtue of Notarial Deed of Cession K.3317/1986-S the within mentioned property is subject to a servitude of right of way in favour of the Town Council of Midrand as defined by the letters ABCD on Diagram S.G. A.2604/85 and as will more fully appear on reference to the said Notarial Deed of Cession.
  5. The following conditions which appear as an endorsement in the deed of transfer which does not affect the township **due to location** –

The remainder of Portion 13 of the farm Sterkfontein No 401 JR is subject to a servitude vide S.G. Diagram no. 4976/2011 by virtue of Notarial Deed no. K5499/2013S.

2.3.3. The following conditions which appear as an endorsement in the deed of transfer which affects erven 147, 148 and 149 in the township –

1. The remainder of Portion 13 of the farm Sterkfontein No 401 JR is subject to a servitude vide S.G. Diagram no. 2460/2010 by virtue of Notarial Deed no. K05498/2013S.

2.3.4. The following condition in Title Deed T89004/2005 which shall not be transferred to erven in the township:

F. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 711, 7776 hectares (of which the property held hereunder forms a portion) is:

- (a) Entitled to a servitude of installation of a water connection and a meter on Holding 10 Marwyn Agricultural Holdings 7427/1958 dated 31 March 1958 and to lead such water by means of pipes over any one of Holdings No. 1 to No. 15 in the said Marwyn Agricultural Holdings held under Certificate of Registered Title 7427/1958 dated 31 March 1958 to the within property together with other rights as will more fully appear from Notarial Deed 307/1958 S dated 24 January 1958.

#### **2.4. PROVISION AND INSTALLATION OF SERVICES**

The applicant shall make the necessary arrangements with the Municipality for the provision and installation of water, electricity and sanitation as well as the construction of roads and stormwater drainage in the township.

If external services are not available or the existing external services not sufficient to accommodate the township, special arrangements will have to be made after consultation with the applicable departments in the Municipality.

#### **2.5. PRECAUTIONARY MEASURES**

(a) The township owner shall appoint a competent person(s) to:-

compile a complete DOLOMITE RISK MANAGEMENT PLAN and WET SERVICES PLAN; and

(i) Compile a Construction Report, which must include the mapping details of the trenches and the revised stability map, confirming the conditions on site and the positioning of structures and wet services. A table indicating the stand sizes, risk classification and D designation for each stand within the township must be included. Certification on the method of backfilling of boreholes must also be included.

(b) The township owner is responsible to facilitate the procedure to transfer the responsibility for the management of the Risk Management plan legally to a representative Body Corporate or similar entity, as applicable.

(c) The township owner shall at its own expense, make arrangements with the Municipality, in order to ensure that-

(i) water will not dam up, that the entire surface of the township area is drained properly and that streets are sealed effectively with tar, cement or bitumen; and

(ii) trenches and excavations for foundations, pipes, cables or for any other purposes, are properly refilled with damp soil in layers not thicker than 150mm, and compacted until the same grade of compaction as that of the surrounding material is obtained.

#### **2.6. ACCESS**

Ingress from Road M57 (P122-1) to the township and egress to Road M57 (P122-1) from the township shall be restricted to the approved access point of Road M57 (P122-1) with such road.

Ingress to and egress from the township from Road R21 shall be restricted.

#### **2.7. ERECTION OF FENCE OR OTHER PHYSICAL BARRIER**

The township owner shall at his own expense erect a fence or other physical barrier on the boundary with the Albertina Sisulu Freeway (R21) to the satisfaction of the Head of the Department: Gauteng Provincial Government: Department of Public Transport, Roads and Works, as and when required by him to do so, and the Non-profitable Company (NPC) shall maintain such fence or physical barrier in a good state of repair until such time as the erven in the township are transferred to ensuing landowners, after which the responsibility for the maintenance of such fence or physical barrier rests with the latter.

#### **2.8. REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES**

Should it become necessary to move or replace any existing municipal services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

#### **2.9. DEMOLITION OF BUILDINGS AND STRUCTURES**

When required by the Local Authority to do so, the township owner shall at his own expense cause to be

demolished to the satisfaction of the Municipality all existing buildings and structures situated within building line reserves and side spaces or over common boundaries, or dilapidated structures.

#### **2.10. REMOVAL OF LITTER**

The township owner shall at own expense cause all litter within the township area to be removed to the satisfaction of the Local Authority, when required by the Local Authority to do so.

#### **2.11. REMOVAL AND/OR REPLACEMENT OF ESKOM POWER LINES**

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

#### **2.12. COMPLIANCE WITH CONDITIONS IMPOSED BY GDARD**

The township owner shall at his own expense comply with all the conditions imposed, by the Gauteng Department of Agriculture and Rural Development, as well as any other applicable provisions, in terms of the provisions of the Environmental Management Act, 73 of 1989 or the National Environmental Management Act, 107 of 1998 as the case may be.

#### **2.13. LAND TO BE TRANSFERRED TO WEST 21 HOME OWNERS ASSOCIATION (REG. NO. 2008/025269/08) (HOMEOWNERS' ASSOCIATION)**

Erven 149 and 153 shall be transferred to WEST 21 Home Owners Association (Reg. no. 2008/025269/08) within a period of 6 months after proclamation of the township or when the first erven in the township becomes transferable whichever the sooner, by and at the expense of the township owner.

#### **2.14. THE DEVELOPER'S OBLIGATIONS**

##### **2.14.1. ASSOCIATION AND STATUTES**

All the owners of erven and/or buildings in the township must become members of West 21 Home Owners Association (Reg. no. 2008/025269/08). A copy of the registered Deed of Association (CM4) and the Company's Statutes must be submitted to the Ekurhuleni Metropolitan Municipality.

The Association and Statutes must clearly state what the main purpose of West 21 Home Owners Association (Reg. no. 2008/025269/08) is.

##### **2.14.2. PROVISION OF ENGINEERING DRAWINGS**

The developer must submit to the relevant local authority complete engineering drawings in respect of the engineering services prior to the commencement of the construction of the said services.

##### **2.14.3. PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER**

Before any erf is transferred, the Local Authority must be provided with a certificate by a Professional Engineer for the internal road and stormwater sewers, in which it is certified that these internal engineering services have been completed and that the engineers accept liability for the services. The Local Authority may at its own discretion allow an exception in respect of the internal road and storm water sewers. If this is the case, the developer must give the Local Authority an undertaking that the developer will complete this service on or before a certain date and must provide the Local Authority with a guarantee issued by a recognized financial institution.

#### **2.14.4. MAINTENANCE PERIOD AND GUARANTEE**

A maintenance period of 12 (twelve) months commences when the road and stormwater sewers have been completed. The developer must furnish the property owners association with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the civil engineering services, which guarantee must be for an amount that is equal to 10% of the contract cost of the civil services and proof of this must be submitted to the Local Authority.

### **3. CONDITIONS OF TITLE**

#### **3.1. THE ERVEN MENTIONED HEREUNDER SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED, LAID DOWN BY THE EKURHULENI METROPOLITAN MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986)**

##### **3.1.1. ALL ERVEN**

- (a) The erf shall be subject to a servitude, 3m wide, for municipal services (water, sewer, and electricity) (hereinafter referred to as "the services"), in favour of the local authority, along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, over the entrance portion of the erf, if and when required by the local authority: Provided that the local authority may waive any such servitude.
- (b) No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2m from it.
- (c) The Local Authority shall be entitled to temporarily deposit on the land adjoining the aforesaid servitude, any material it excavates during the laying, maintenance or removal of such services and other works which in its discretion it regards necessary, and furthermore the Local Authority shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Municipality shall make good any damage caused during the laying, maintenance or removal of such services and other works.

##### **3.1.2. ERF 153**

- (a) The Erf in its entirety is subject to a right of way servitude in favour of the local authority as indicated on General Plan.
- (b) The Erf in its entirety is subject to a servitude for engineering services in favour in favour of the local authority as indicated on General Plan.
- (c) The Erf in its entirety is subject to a servitude for right of way in favour of Erven 144 up to including 152 Sterkfontein X 6 as indicated on General Plan.
- (d) The Erf in its entirety is subject to a servitude for engineering services in favour of Erven 144 up to including 152, Sterkfontein X 6 as indicated on General Plan.

##### **3.1.3. ERVEN 150, 151 AND 152**

- (a) The erven are subject to a sewer servitude 3m wide in favour of the Local Authority as indicated on General Plan.

##### **3.1.4. ERF 149**

- (a) The erf is subject to a sewer servitude 3m wide in favour of the Local Authority as indicated on General Plan.

##### **3.1.5. ERF 146**

- (a) The erf is subject to a electricity servitude 2m wide in favour of the Local Authority as indicated on General Plan.



**3.1.6. ERF 147**

- (a) The erf is subject to a electricity servitude 2m wide in favour of the Local Authority as indicated on General Plan.

**3.1.7. ERF 148**

- (a) The erf is subject to a right of way servitude 3m wide in favour of the Local Authority as indicated on General Plan.

**3.1.8. ERVEN 144 UP TO INCLUDING 152**

- (a) The erven are entitled to a right of way servitude over Erf 153 as indicated as indicated on General Plan.
- (b) The erven are entitled to a servitude for engineering services over Erf 153 as indicated as indicated on General Plan.

**3.2. CONDITIONS OF TITLE IN FAVOUR OF THIRD PARTIES TO BE REGISTERED/CREATED ON FIRST REGISTRATION OF THE ERVEN CONCERNED:****3.2.1. ERF 149**

- (a) The erf is subject to a sewer servitude for the purposes of a sewer pump station in favour of Erven 150-152 as indicated on General Plan until such time that a new or separate connection to the municipal bulk sewer service is available where after the servitude will be conveyed to the Local Authority.

**3.2.2. ERVEN 150-152**

- (a) The Erven are entitled to a sewer servitude for the purposes of a sewer pump station over Erf 149 as indicated on General Plan until such time that a new or separate connection to the municipal bulk sewer service is available where after the servitude will be conveyed to the Local Authority

**3.2.3. ERF 148**

- (a) The erf is subject to a right of way servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.

**3.2.4. ERF 150**

- (a) The erf in its entirety is subject to a stormwater servitude for the purposes of an attenuation dam in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.

**3.2.5. ERVEN 148 AND 151**

- (a) The erven are subject to a stormwater servitude 20m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan which may not be cancelled without the written consent of the Local Authority.

**3.2.6. ERVEN 144, 145, 146, 147, 148 AND 150**

- (a) The erven are subject to a security servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.

**3.2.7. ERVEN 144, 145, 147, 148, 151 AND 152**

- (a) The erven are subject to a stormwater servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.

**3.2.8. ERVEN 150, 151 AND 152**

- (a) The erven are subject to a security servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.
- (b) The erven are subject to a sewer servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.

**3.2.9. ERF 148**

- (a) The erf is subject to a stormwater and right of way servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.
  
- (b) The erf is subject to a stormwater and right of way servitude 3m wide in favour of West 21 Home Owners Association (Registration Number: 2008/025269/08) as indicated on General Plan.

KHAYA NGEME: CITY MANAGER:  
EKURHULENI METROPOLITAN MUNICIPALITY, Private Bag X1069, Germiston, 1400

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**LOCAL AUTHORITY NOTICE 79**

**EKURHULENI METROPOLITAN MUNICIPALITY  
(KEMPTON PARK CUSTOMER CARE CENTRE)  
PERI-URBAN AREAS TOWN PLANNING SCHEME 1975: AMENDMENT SCHEME 2022 PU**

The Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) hereby, in terms of the provisions of Section 125(1) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), declares that it has approved an amendment scheme, being an amendment of the Peri-Urban Areas Town Planning Scheme, 1975, comprising the same land as included in the township of Sterkfontein Extension 6.

Map 3 and the scheme clauses of the amendment scheme are available for inspection at all reasonable times at the offices of the Head of Department: Department of Economic Development, Gauteng Provincial Government, Private Bag X091, Marshalltown, 2107, as well as the Area Manager: City Planning, Kempton Park Customer Care Centre, 5th floor, Civic Centre, Cnr. CR Swart Drive and Pretoria Road, Kempton Park. This scheme will come into operation on the date of publication of this notice.

This amendment scheme is known as Peri-Urban Amendment Scheme 2022 PU.

KHAYA NGEMA: CITY MANAGER:  
**EKURHULENI METROPOLITAN MUNICIPALITY,**  
**Private Bag X1069, Germiston, 1400**  
Notice: DP.3.2014 [15/3/7/S6X6]

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