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GAUTENG**



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GAUTENG**

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17 NOVEMBER 2015

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Government Printing Works

Notice submission deadlines

Government Printing Works has over the last few months implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submit your notice request.

In line with these business rules, GPW has revised the notice submission deadlines for all gazettes. Please refer to the GPW website www.gpwonline.co.za to familiarise yourself with the new deadlines.

CANCELLATIONS

Don't forget!

Cancellation of notice submissions are accepted by GPW according to the deadlines stated in the table above. Non-compliance to these deadlines will result in your request being failed. **Please pay special attention to the different deadlines for each gazette.**

Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

Requests for cancellation must be sent by the original sender of the notice and must accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

take note!

With effect **from 01 October**, GPW will not longer accept amendments to notices. The cancellation process will need to be followed and a new notice submitted thereafter for the next available publication date.

CUSTOMER INQUIRIES



Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While GPW deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a **2-working day turnaround time for processing notices** received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

PROOF OF PAYMENTS

REMINDER

GPW reminds you that all notice submissions **MUST** be submitted with an accompanying proof of payment (PoP) or purchase order (PO). If any PoP's or PO's are received without a notice submission, it will be failed and your notice will not be processed.

When submitting your notice request to submit.egazette@gpw.gov.za, please ensure that a purchase order (GPW Account customer) or proof of payment (non-GPW Account customer) is included with your notice submission. All documentation relating to the notice submission must be in a single email.

A reminder that documents must be attached separately in your email to GPW. (In other words, your email should have an Adobe Form plus proof of payment/purchase order – 2 separate attachments – where notice content is applicable, it should also be a 3rd separate attachment).

REMINDER OF THE GPW BUSINESS RULES

- Single notice, single email – with proof of payment or purchase order.
- All documents must be attached separately in your email to GPW.
- 1 notice = 1 form, i.e. each notice must be on a separate form
- Please submit your notice **ONLY ONCE**.
- Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
- The notice information that you send us on the form is what we publish. Please do not put any instructions in the email body.

DISCLAIMER:

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

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

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Gazette *Page*
No. *No.*

PROCLAMATION • PROKLAMASIE

75	Town Planning And Townships Ordinance (15/1986): Amendment Scheme T0022: Midstream Estate Extension	508	4
	17.....		

PROCLAMATION • PROKLAMASIE

PROCLAMATION 75 OF 2015**EKURHULENI TOWN PLANNING SCHEME OF 2014
AMENDMENT SCHEME T0022**

The Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) hereby declares that it has approved an amendment scheme, being an amendment to the Ekurhuleni Town Planning Scheme of 2014, comprising the same land as included in the township of Midstream Estate Extension 17, in terms of the provisions of Section 125 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

Map 3, Annexures and scheme clauses of the amendment scheme are filed with the Deputy Director-General: Gauteng Provincial Government: Department of Housing and Local Government, Marshalltown and the Manager: City Planning, Kempton Park Customer Care Centre, 5th floor, Ekurhuleni Metropolitan Municipality, Civic Centre, corner of CR Swart Drive and Pretoria Road, Kempton Park and are open for inspection at all reasonable times.

This amendment scheme is known as the Ekurhuleni Town Planning Scheme 2014, Amendment Scheme number T0022 and shall come into operation on the date of the proclamation of this notice.

Khaya Ngema: City Manager: City Manager
Ekurhuleni Metropolitan Municipality, Private Bag X 1069, Germiston, 1400
Notice DP.32.2015 (15/3/7/M6 X17)

**EKURHULENI METROPOLITAN MUNICIPALITY
(KEMPTON PARK CUSTOMER CARE CENTRE)****DECLARATION AS AN APPROVED TOWNSHIP**

In terms of Section 103 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), the Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) hereby declares Midstream Estate Extension 17 to be an approved township subject to the conditions set out in the schedule hereto.

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY BONDEV MIDRAND (EIENDOMS) BEPERK (BEING THE REGISTERED OWNER OF THE LAND AND HEREINAFTER REFERRED TO AS THE APPLICANT / TOWNSHIP OWNER) UNDER THE PROVISIONS OF PARTS A AND C OF CHAPTER 3 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 187 (A PORTION OF PORTION 128) OF THE FARM OLIFANTSFONTEIN 410-JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT**(1) NAME**

The name of the township shall be Midstream Estate Extension 17.

(2) DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No 315/2010.

(3) DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, except for the following conditions to be registered against Portion 187 (a portion of Portion 128) of the farm OLIFANTSFONTEIN 410, Registration Division J.R., Province of Gauteng; that do not affect the township area due to the location thereof, which conditions will not be passed to the erven in the township:

"A. *Die voormalige Resterende Gedeelte van Gedeelte A, groot as sodanig 1082,6208 Hektaar ('n gedeelte waarvan hierkragtens gehou word), Gedeelte 2 van die genoemde Gedeelte A soos getranspoteer kragtens Akte van Transport T.10838/1922 en 'n gedeelte van die genoemde plaas OLIFANTSFONTEIN, groot 1373,8416 hektaar soos getranspoteer kragtens Akte van Transport T.8555/12, wat tesame uitmaak die genoemde Gedeelte A, is geregtig tot 'n serwituut van water uit die Resterende Gedeelte van Gedeelte B van die genoemde plaas OLIFANTSFONTEIN, groot as sodanig 910,6748 hektaar, soos getranspoteer kragtens Akte van Transport T.6759/1914 en hierna genoem "het andere gedeelte", welke serwituut beskryf is as volg, naamlik:*

"De eigenaren van gezegd Gedeelte 'A' zullen tezamen met de eigenaar van het andere gedeelte ter besproeiing van hul landerijen het recht hebben bij beurten van drie dagen en drie nachten tot al het water van de fontein genaamd Olifantsfontein en de twee kleine fonteintjes daar dicht bij aan de Westzijde daarvan, of Noordzijde van de oude watervoor, zijnde het water waarop de plaats oorspronkelijk is aangelegd en liggende in het andere gedeelte; en tevens tot de oude watervoor zoals de tans bestaan dat de voor mag opvangen; doch dit laatste zal de eigenaar van het andere gedeelte niet beletten het water in de spruit vanaf een honderd en twintig treden bovenkant de watervoor uit te keren, doch tot op een honderd en twintig treden bovenkant de watervoor mag het water in de spruit niet worden uitgekeerd.

Het water van enige andere fontein zal ter uitsluitende beskikking zijn van de eigenaren van gezegd Gedeelte 'A' of het andere gedeelte waarop zodanige fontein mogen zijn.

Gedurende de beurt van de eigenaar van het andere gedeelte zal er een straalje water gezegd dat door een duimgat kan gaan met vrij lopen in genoemde oude watervoor naar Gedeelte 'A' als drinkwater voor mens en vee; en gedurende de beurt van de eigenaren van Gedeelte 'A' zal de eigenaar van het andere gedeelte vrijheid hebben zijn vee te drenken in, en water voor huishoudelijk gebruik te genieten uit genoemde watervoor, waar die over zijn grond loopt; en zal laatsgenoemde ook het recht hebben twee duim water uit genoemde watervoor uit te nemen naar zijn woonhuis met een pomp of anderszins.

Wanneer en so dikwyls genoemde watervoor moet worden schoongemaakt zullen de wederzijdse eigenaren daarvoor gelijkelijk moeten zorg dragen doch mag de voor voorzoverre die in het andere gedeelte is niet worden verzet of veranderd van wat die oorspronkelijk was zonder de toestemming van de eigenaar van het andere gedeelte.

Het water waartoe de eigenaren van gezegd gedeelte 'A' gerechtigd zijn, blijft onverdeeld, en de eigenaren van het gezegde Resterende Gedeelte van Gedeelte 'A', van gezegd Gedeelte "2" van gedeelte 'A' en het gezegd Gedeelte groot 1373,8416 hektaar (tezamen uitmakend Gedeelte 'A') zullen recht van toegang hebben de een op en over het eigendom van de ander, met het doel in de gebruik zijnde watervoor of voren schoon te maken of te herstellen op voorwaarde dat geen voor door het land van een der eigenaren lopende, door de andere eigenaar gebruikt zal worden.

B. Die voormalige Resterende Gedeelte van Gedeelte 1 van die plaas OLIFANTSFONTEIN 410, Registrasie Afdeling J.R., Provinsie Gauteng, groot 312,4911 Hektaar (waarvan die eiendom hierkragtens gehou, 'n gedeelte uitmaak) is ONDERHEWIG AAN:

(a) 'n Serwituut van watervoor ten gunste van Gedeelte 3 van Gedeelte A van voornoemde plaas, groot 531,9283 hektaar, gehou kragtens Akte van Verdelingstransport T.10789/1945 gedateer 3 Mei 1945, welke watervoor alreeds bestaan en loop vanaf die rivier dam geleë op hierdie eiendom na die twee damme geleë aanmekaar op genoemde Gedeelte 3 van Gedeelte A van voornoemde plaas en vandaar na die grens van genoemde Gedeelte 4 van Gedeelte A van voormelde plaas. Die genoemde watervoor sal behoorlik uitgemessel word, met behoorlike ingeboude sluise en die koste verbonde aan die oprigting, instandhouding, herstelling en skoonmaak van genoemde watervoor sal deur die eienaar van hierdie eiendom gedra word vir daardie gedeelte van die watervoor wat gaan oor hierdie eiendom.

Die eienaar van hierdie eiendom tesame met die eienaar van Gedeelte 4 van Gedeelte A van voornoemde plaas sal tesame geregig wees tot die gebruik van die water in genoemde rivier dam, geleë op hierdie eiendom vir een week uit elke twee agtereenvolgende weke, beginnende vanaf Saterdag 6 uur in die namiddag en beginnende op 21 April 1945.

Die genoemde rivier dam en twee damme geleë aan mekaar sal behoorlik skoongemaak word en in stand gehou word. Die koste verbonde aan die skoonmaak en instandhouding van die genoemde damme sal in gelyke dele gedra word deur die eienaar van hierdie eiendom aan die een kant, en die eienaar van genoemde Gedeelte 3 van Gedeelte A van voornoemde plaas, groot 531,9283 hektaar, en van seker Gedeelte 4 van Gedeelte A van voornoemde plaas, groot 17,5454 hektaar, gesamentlik aan die ander kant.

(b) Die reg verleen aan die CITY OF TSHWANE METROPOLITAN MUNICIPALITY om elektrisiteit daarvoor te vervoer, tesame met bykomende regte en onderhewig aan die voorwaardes soos meer ten volle sal blyk uit Notariële Akte nr. K62/1951S gedateer 31 Januarie 1951.

(c) Die reg verleen ten gunste van ESKOM om elektrisiteit oor die hierinvermelde eiendom te vervoer, tesame met bykomende regte en onderhewig aan die voorwaardes soos meer ten volle sal blyk uit Notariële Akte nr. K.1038/1956 S geregistreer op 28 September 1956, die middellyn van welke serwituut aangedui word deur die lyn efgh op Kaart SG No. 5490/2005 geheg aan Sertifikaat van Verenigde Titel T.30644/06.

(d) Notariële Akte nr. K.638/1970 S waarkragtens die reg verleen is aan ESKOM om elektrisiteit oor die hierinvermelde eiendom te vervoer, tesame met bykomende regte en onderhewig aan kondisies, welke Notariële Akte gewysig is kragtens Notariële Akte van Wysiging van Serwituut nr. K.2679/1979-S, die middellyne van welke serwituut aangedui word deur die lyne qrr",s"s, tuu",v"v,wx",y"y,za"a",b"b",c"d"d",e"e" en fg"g",h"h",h' op Kaart SG No. 5490/2005 geheg aan Sertifikaat van Verenigde Titel T.30644/06.

(e) Notariële Akte nr. K3288/1980 waarkragtens die reg aan ESKOM verleen is om elektrisiteit te vervoer oor die hierinvermelde eiendom, tesame met bykomende regte, en onderworpe aan voorwaardes, welke Notariële Akte gewysig is kragtens Notariële Akte van Roetebepaling K.4587/89 S, die middellyn van

welke serwituut aangedui word deur die lyne r's' en t'u'v en die area van welke serwituut word deur die figuur w'x'y'z'a"b"c"d"e"r"r"r"D'w' op Kaart S.G. No. 5490/2005 geheg aan Sertifikaat van Verenigde Titel T30644/06.

- (f) *Notariële Akte K1132/1984 waarkragtens die reg aan ESKOM verleen is om elektrisiteit te vervoer oor die hierinvermelde eiendom tesame met bykomende regte, en onderworpe aan voorwaardes, soos meer volledig sal blyk uit gesegde Akte en Kaart, geregistreer op 27 Maart 1984.*
- (g) *Notariële Akte No K4752/97S waarkragtens hierinvermelde eiendom onderhewig is aan 'n ewigdurende serwituut ten gunste van GASKOR, vir die installering en oprigting van pyplyn en werke en die reg om die pyplyn en werke van tyd tot tyd te patroller, inspekteer, in stand te hou, herstel, hernieu en verwyder, welke serwituut 6,00 meter wyd is en waarvan die middellyne van die gebied aangedui word deur die lyne n"p" en q"q"r"s"t"u" op Kaart S.G. No 5490/2005 geheg aan Sertifikaat van Verenigde Titel T30644/2006 soos meer volledig sal blyk uit gesegde Notariële Akte.*
- (h) *Notariële Akte van pyplynserwituut no K2013/99S gedateer 21 April 1999, waarkragtens die binne gemelde eiendom onderhewig is aan 'n ewigdurende pyplynserwituut, 3,00 meter wyd ten gunste van die Resterende Gedeelte van Gedeelte 9 ('n gedeelte van Gedeelte 1) van die plaas Olifantsfontein 310, J.R., Gauteng, die middellyn waarvan aangedui word deur die lyn Av"v"x"t"z"a"b" en c"d" op Kaart SG No 5490/2005 geheg aan Sertifikaat van Verenigde Titel T30644/2006 en soos meer volledig sal blyk uit gemelde Notariële Akte van pyplynserwituut.*
- (i) *Notariële Akte van Serwituut K3096/2003 S waarkragtens die reg aan ESKOM verleen is om elektrisiteit oor die binne gemelde eiendom te vervoer, tesame met bykomende regte en onderhewig aan voorwaardes, soos meer ten volle sal blyk uit gemelde Notariële Akte en kaart.*
- (j) *Notariële Akte van Serwituut K1834/06 S geregistreer op 20 Maart 2006, waarkragtens die reg aan ESKOM verleen is om elektrisiteit oor die hierinvermelde eiendom te vervoer, tesame met bykomende regte, die areas van welke serwituut aangedui word deur die figure h"j"j"j"m"m"m" en p"m"m"m"n"p" en die middellyn van welke serwituut aangedui word deur die lyn q"r"s"t" op Kaart S.G. No. 5490/2005 geheg aan Sertifikaat van Verenigde Titel T.30644/06, soos meer ten volle sal blyk uit gemelde Notariële Akte van Serwituut."*

(4) PRECAUTIONARY MEASURES

The township owner shall at his own expense, make arrangements with the local authority in order to ensure that:

- (a) 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;
- (b) 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;
- (c) the recommendations as laid down in the geological report / soil report of the township are complied with and, when required, engineer certificates for the foundations of the structures are submitted; and
- (d) a dolomite stability risk management plan be drafted to the satisfaction of the responsible engineering geologist and that the home owners association take responsibility for the implementation of such risk management plan.

(5) REPOSITIONING OF SERVICES

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of ESKOM, Telkom or the local authority, the cost thereof shall be borne by the township owner.

(6) TRANSFER OF ERVEN

Erf 3623 shall be transferred at the expense of the township owner to the home owners' association, being a company established in terms of Section 21 of the Companies Act.

(7) HOME OWNERS' ASSOCIATION

A home owners' association or similar collective body must be established in terms of Section 21 of the Companies Act whereas such association shall be responsible for the management of the security village in general.

(8) DEMOLITION OF BUILDINGS AND STRUCTURES

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

(9) REMOVAL OF LITTER

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

(10) ENGINEERING SERVICES

- (a) The applicant shall be responsible for the installation and provision of internal engineering services.
- (b) Once water, sewer and external street networks (including storm water) have been installed, same will be transferred to the Metropolitan Municipality, free of cost, who shall maintain these networks.
- (c) The Section 21 Company will be responsible for the maintenance of the internal roads (including storm water). These services will not be taken over by the Local Authority.
- (d) Bondev Midrand (Eiendoms) Beperk will be responsible for the maintenance of the electrical, telecommunication and street lighting network. These services will not be taken over by the Local Authority.

2. CONDITIONS OF TITLE

The erven mentioned below shall be subject to the conditions as indicated, imposed by the local authority in terms of the provisions of the Town Planning and Townships Ordinance, 1986.

(1) ALL ERVEN

- (a) The erf is subject to a servitude, 2m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide across the access portion of the erf, if and when required by the local authority : Provided that the local authority may dispence with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.
- (c) The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion, may deem necessary, and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

(2) ERF 3624

- (a) The owner of each erf in the township shall become a member of the home owners' association upon the transfer of the erf.
- (b) No drilling of boreholes will be permitted for the abstraction of groundwater on the erf.

(3) ERF 3623

- (a) Subject to a servitude for municipal purposes in favour of the local authority, as indicated on the General Plan to guarantee access to the local authorities' personnel

and vehicles in order to carry out repair and maintenance work to the water and sewer networks after they have been taken over by the local authority.

- (b) Subject to a servitude for electrical, telecommunication and street lighting purposes in favour of Bondev Midrand (Eiendoms) Beperk over the whole of the erf as indicated on the General Plan.
- (c) Subject to a right of way servitude in favour of all the owners or occupiers of all the other erven in the township as indicated on the General Plan over the entire erf to guarantee access to a public road to all residents.

Khaya Ngema: City Manager: City Manager
Ekurhuleni Metropolitan Municipality, Private Bag X 1069, Germiston, 1400
Notice DP.32.2015 (15/3/7/M6 X17)

IMPORTANT

Information

from Government Printing Works

Dear Valued Customers,

Government Printing Works has implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submits your notice request.

Please take note of these guidelines when completing your form.

GPW Business Rules

1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format to the email submission address submit.egazette@gpw.gov.za. This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
3. Notices brought into GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format. This means that any notice submissions not on an Adobe electronic form that are submitted by the customer on electronic media will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
4. All customers who walk in to GPW that wish to submit a notice that is not on an electronic Adobe form will be routed to the Contact Centre where the customer will be taken through the completion of the form by a GPW representative. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of a newspaper the messenger must be referred back to the sender as the submission does not adhere to the submission rules.
5. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
6. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – www.gpwonline.co.za)
7. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za)
8. All re-submissions by customers will be subject to the above cut-off times.
9. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
10. Information on forms will be taken as the primary source of the notice to be published. Any instructions that are on the email body or covering letter that contradicts the notice form content will be ignored.

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

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



eGazette



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