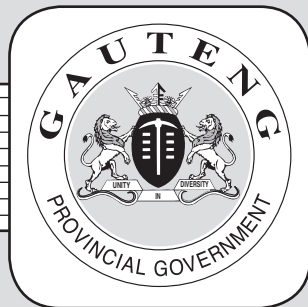


**THE PROVINCE OF  
GAUTENG**



**DIE PROVINSIE VAN  
GAUTENG**

# Provincial Gazette Provinsiale Koerant

**EXTRAORDINARY • BUITENGEWOON**

Selling price • Verkoopprijs: **R2.50**  
Other countries • Buitelands: **R3.25**

Vol. 21

**PRETORIA**  
18 NOVEMBER 2015  
18 NOVEMBER 2015

**No. 511**

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



**Prevention is the cure**

**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH

**N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes**

ISSN 1682-4525



9 771682 452005

00511



# 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](http://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](mailto: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.

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

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

**ADVERTISEMENT**

		<i>Gazette</i>	<i>Page</i>
		<i>No.</i>	<i>No.</i>
<b>PROCLAMATION • PROKLAMASIE</b>			
76	Town Planning And Townships Ordinance (15/1986): Tshwane Amendment Scheme 387T: Louwardia Extension 60.....	511	4
76	Ordonnansie Op Dorpsbeplanning En Dorpe (15/1986): Tshwane Wysigingskema 387T: Louwardia Uitbreiding 60.....	511	10

---

**PROCLAMATION • PROKLAMASIE**

---

**PROCLAMATION 76 OF 2015****CITY OF TSHWANE****TSHWANE AMENDMENT SCHEME 387T**

It is hereby notified in terms of the provisions of Section 125(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that the City of Tshwane has approved an amendment scheme with regard to the land in the township of Louwlandia Extension 60, being an amendment of the Tshwane Town-planning Scheme, 2008.

Map 3 and the scheme clauses of this amendment scheme are filed with the Strategic Executive Director: Group Legal Services, and are open to inspection during normal office hours.

This amendment is known as Tshwane Amendment Scheme 387T.

(13/2/Louwlandia x60 (387T))  
November 2015  
(Notice 716/2015)

**SED: GROUP LEGAL SERVICES**

---

**CITY OF TSHWANE****DECLARATION OF LOUWLARDIA EXTENSION 60 AS APPROVED TOWNSHIP**

In terms of Section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the City of Tshwane hereby declares the township of Louwlandia Extension 60 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Louwlandia x60 (387T))

**SCHEDULE**

CONDITIONS UNDER WHICH THE APPLICATION MADE BY THE INDEPENDENT INSTITUTE OF EDUCATION (PTY) LTD, IN TERMS OF THE PROVISIONS OF CHAPTER III: PART C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 214 (A PORTION OF PORTION 67) OF THE FARM BRAKFORTEIN 390JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

**1. CONDITIONS OF ESTABLISHMENT****1.1 NAME**

The name of the township shall be Louwlandia Extension 60.

**1.2 DESIGN**

The township shall consist of erven and streets as indicated on Plan CPD LWL x60/04 and General Plan SG No 205/2012, as approved by the Surveyor General.

## 1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject and, where relevant, entitled to existing conditions and servitudes, if any but;

1.3.1 excluding the following entitlement to a right of thoroughfare which shall not be passed on to the erven in the development area:

"A. The former Remaining Extent of the farm BRAKFORTEIN 390, Registration Division J.R., Gauteng Province, measuring 940,2815 hectares (whereof the property held hereunder forms a portion) is:

1. "geregtig tot 'n reg van deurgang tussen die bakens gemerk P en Q op Kaart SG No A 3427/47, geheg aan Akte van Verdelingstransport No 3172/1948, langs die mees gerieflike roete, soos van tyd tot tyd ooreengekom sal word deur die partye, hiertoe betrokke; oor Gedeelte 2 van gemelde plaas gehou onder gesegde Akte van Verdelingstransport."

1.3.2 excluding the following servitude to convey electricity in favour of ESKOM which does not affect the township due to its locality:

"B. Die Resterende Gedeelte van die plaas Brakfontein 390, Registrasie Afdeling JR, Gauteng Provinsie, groot 884,8352 hektaar (waarvan die eiendom hieronder gehou 'n gedeelte uitmaak) is;

Onderhewig aan 'n serwituut vir die geleiding van elektrisiteit ten gunste van ESKOM tesame met bykomende regte, soos meer ten volle sal blyk uit Notariële Serwituut K762/1971S."

1.3.3 excluding the following servitude to convey electricity in favour of the Municipality which does not affect the township due to its locality:

"C. Die Resterende Gedeelte van die plaas Brakfontein 390, Registrasie Afdeling JR, Gauteng Provinsie, groot 548,7774 hektaar (waarvan die eiendom hieronder gehou 'n gedeelte uitmaak) is;

- (a) Onderhewig aan 'n Serwituut van elektriese geleiding ten gunste van Verwoerdburg soos meer ten volle sal blyk uit Notariële Akte van Serwituut K2692/1990S."

1.3.4 excluding the following Schedule of Conditions, imposed in terms of the National Roads Act, 1971 (Act 54 of 1971), which does not affect the township due to its locality:

"C(b) "SKEDULE VAN VOORWAARDES opgelê kragtens die Wet op Nasionale Paaie 1971 (Wet 54 van 1971) geregistreer teen Akte van Transport T3173/1948, kragtens K2690/1990 S:

1. Met die uitsondering van bestaande bouwerke mag geen bouwerk of enigiets anders hoegenaamd sonder die skriftelike goedkeuring van die Kommissie binne 'n afstand van 20 meter, gemeet vanaf die nasionale padreserwegrens, opgerig word nie.
2. Tensy die Kommissie skriftelike goedkeuring tot die teendeel verleen mag die grond slegs vir bona-fide-boerderybedrywighede gebruik word en op grond mag daar slegs daardie geboue of bouwerke opgerig word wat in direkte verband staan met bona-fide-boerderybedrywighede op die grond.
3. Indien die grond of enige gedeelte daarvan met enige ander grond wat ook binne die boubeperkingsgebied geleë is, gekonsolideer word, gaan bovermelde voorwaardes oor op die gekonsolideerde titel op die grond."

1.3.5 excluding the following servitudes in favour of GASKOR which do not affect the township due to locality:

"D. Kragtens Notariële Akte van Serwituut K3443/97 S gedateer 5 November 1996, is binnegemelde eiendom onderhewig aan:

1. 'n ewigdurende serwituut oor die eiendom vir die installing en oprigting van die Pyplyn en Werke en die reg om die Pyplyn en Werke van tyd tot tyd te patrolleer, inspekteer, in stand te hou, herstel, hernieu, verwyder en te verlé binne die Permanente Serwituutgebied.
2. Die EIENAAR verleen hiermee aan GASKOR 'n tydelike serwituut oor die EIENDOM vir die duur van die konstruksie van die Pyplyn en Werke binne die Tydelike Serwituutgebied met dien verstande dat GASKOR, alvorens GASKOR met die konstruksie 'n aanvang neem, die EIENAAR skriftelik van die aanvangsdatum in kennis sal stel en die verwagte datum van voltooiing daarvan."

1.3.6 excluding the following servitude in favour of the Municipality which affects Erf 2430 in the township only:

"E. Onderhewig aan 'n serwituut vir Riool doeleindes, 2 meter wyd, soos voorgestel word deur die lyn xyz wat die middellyn aantoon soos aangedui op Kaart LG Nommer 203/2012, en aangetoon op Notariele Akte van Serwituut Nommer K2025/2006s en ten gunste van die City of Tshwane Munisipaliteit."

1.3.7 excluding the following servitudes in favour of the Municipality which do not affect the township due to locality:

"F. By virtue of Notarial deed of Servitude K933/2006S dated 28 December 2005, the withinmentioned property is subject to:

- (a) A servitude to convey electricity, the route, position and extent to be determined by the municipality;
- (b) A servitude for general Municipal purposes, the route, position and extent to be determined by the municipality; as will more fully appear from the said Notarial Deed."

1.3.8 excluding the following servitude in favour of the Municipality which affects Erf 2431 in the township and Heritage Boulevard only:

"G. Onderhewig aan 'n serwituut vir Munisipale doeleindes, 3 meter wyd, soos voorgestel word deur die lyn J K wat die oostelike grens aantoon soos aangedui op Kaart LG Nommer 203/2012."

1.3.9 including the following entitlement which must be passed onto all erven in the township:

"entitled to a right of way servitude for road access purposes over the adjacent Remainder of Portion 67 of the farm Brakfontein 390 JR as indicated by the figure ABCDEFGHJKLMNPQA on Diagram SG No. 1351/2013."

#### 1.4 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 applicant.

#### 1.5 DEMOLITION OF BUILDINGS AND STRUCTURES

When required by the municipality to do so, the applicant 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.

#### 1.6 REMOVAL OF LITTER

The township owner shall at his own expense have all litter and building rubble within the township area removed to the satisfaction of the City of Tshwane Metropolitan Municipality, when required to do so by the Municipality.

The township owner shall provide sufficient refuse collection points in the township and shall make arrangements to the satisfaction of the local authority for the removal of all refuse.

#### 1.7 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 applicant.

#### 1.8 REMOVAL AND/OR REPLACEMENT OF TELKOM SERVICES

Should it become necessary to remove and/or replace any existing TELKOM services as a result of the establishment of the township, the cost thereof shall be borne by the applicant.

#### 1.9 COMPLIANCE WITH CONDITIONS IMPOSED BY GDARD

The applicant shall at his own expense comply with all the conditions imposed, by the Gauteng Department of Agriculture and Rural Development, including if applicable those by which exemption has been granted from compliance with Regulations No 1182 and 1183 promulgated in terms of Sections 21, 22 and 26 of the Environmental Conservation Act, (Act 73 of 1989) or the National Environmental Management Act, 1998 (Act 107 of 1998) and Regulations thereto, as the case may be, for the development of this township.

#### 1.10 PRECAUTIONARY MEASURES

1.10.1 The township owner shall appoint a competent person(s) to prepare the following:-

- (i) 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 the boreholes must also be included.
- (ii) A DOLOMITE RISK MANAGEMENT PLAN, specific to the development. The legal transfer of the responsibility for the management of the Risk Management Plan, to a representative Body Corporate or similar as applicable must be included.

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

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

1.10.3.1 water will not accumulate to the effect that the entire surface of the township area is drained properly and that streets are sealed effectively with tar, cement or bitumen to the satisfaction of the Municipality; and

1.10.3.2 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, to the satisfaction of the Municipality.

#### 1.11 GENERAL OBLIGATIONS OF THE APPLICANT

1.11.1 The township owner shall, at its (or his or her) costs and to the satisfaction of the local authority, design, provide and construct all engineering services including the internal roads and the stormwater reticulation, within the boundaries of the township, to the satisfaction of the local authority. If external services are not available or the existing services are not sufficient to accommodate the township, special arrangements shall have to be made after consultation with the applicable departments to the satisfaction of the local authority.

1.11.2 The Applicant shall provide proof that the overarching agreement on the roll out of transport infrastructure has been concluded and that the agreement concerning the installation of the proportionate services and responsibilities as contained in the services agreement regarding this township conforms to the above mentioned overarching agreement.

1.11.3 The Applicant shall submit to the Municipality complete detail design drawings in respect of water and sewerage, roads and stormwater infrastructure for approval prior to the commencement of the construction of the said services.

1.11.4 The Applicant shall appoint a Registered Professional Engineer at own cost for the completion of a Service Report for roads and stormwater services, design, submission of design drawings and for the supervision of the installation of the civil engineering services.

1.11.5 The detail design drawings will only be evaluated after the required Service Report in respect of roads and stormwater has been approved.

1.11.6 The Applicant shall obtain a way leave from the Municipality prior to commencement of construction work, if such work will be done on Municipal property.

1.11.7 The Applicant shall obtain a way leave from the Municipality prior to commencement of construction work, if such work will be done on Municipal property.

1.11.8 No Erf/Erven, Unit, portion of an Erf, entity or Sectional Title Scheme shall be registered and or transferred from the Township until and unless the local authority has certified that the township owner has complied with all his/her obligations in terms of the conditions of establishment, agreements reached with the City of Tshwane or the applicable legislation.

#### 1.12 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period shall commence when the last of the internal engineering services (water, sewerage, road and storm water services) have been completed on issuing of a Section 82 certificate. The applicant shall furnish to the Municipality a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials which guarantee must be for an amount that is equal to 10% of the contract costs, and proof of this must be submitted to the City of Tshwane Metropolitan Municipality.



### 1.13 CONSOLIDATION OF ERVEN

The township owner shall at his own expense after proclamation of the township but prior to the development of any erf in the township consolidate Erven 2430 and 2431 to the satisfaction of the local authority. The City of Tshwane Metropolitan Municipality hereby grants its consent to the consolidation of Erven 2430 and 2431 in terms of Section 92(1)(b) of Ordinance 15 of 1986, which consolidation shall only come into operation on proclamation of the township and subject to the section 82 certificate being issued by the City of Tshwane.

## 2. CONDITIONS OF TITLE

### 2.1 THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITION AS INDICATED, LAID DOWN BY THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986)

#### 2.1.1 ALL ERVEN

2.1.1.1 The erf shall be subject to a servitude, 3 m wide, for municipal services (water, sewer, electricity and storm water) (hereinafter referred to as "the services"), in favour of the municipality, along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 3m wide, over the entrance portion of the erf, if and when required by the municipality: Provided that the municipality may waive any such servitude.

2.1.1.2 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.

2.1.1.3 The municipality 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 municipality 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.

#### 2.1.2 CONDITIONS OF TITLE IN FAVOUR OF THIRD PARTIES TO BE REGISTERED/CREATED ON FIRST REGISTRATION OF THE ERVEN CONCERNED

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

##### 2.1.2.1 ALL ERVEN

As this erf forms part of the area that is underlain by dolomite, the owner/developer shall make any prospective buyer aware of the risk involved in developing on dolomite. The developer may make use of literature at the disposal of the investigator, together with a list of precautionary measures and monitoring schedules in order to ensure that the prospective buyer understands how to manage dolomite stability risk responsibly. Should it become known that the owner/developer has failed to comply with this condition, the sale/lease agreement shall be deemed to have lapsed.

**PROKLAMASIE 76 VAN 2015****STAD TSHWANE****TSHWANE WYSIGINGSKEMA 387T**

Hierby word ingevolge die bepalings van Artikel 125(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), bekend gemaak dat die Stad Tshwane 'n wysigingskema met betrekking tot die grond in die dorp Louwlandia Uitbreiding 60, synde 'n wysiging van die Tshwane dorpsbeplanningskema, 2008, goedgekeur het.

Kaart 3 en die skemaklousules van hierdie wysigingskema word deur die Hoofregsadviseur, in bewaring gehou en lê gedurende gewone kantoorure ter insae.

Hierdie wysiging staan bekend as Tshwane wysigingskema 387T.

(13/2/Louwlandia x60 (387T))  
November 2015  
(Kennisgewing 716/2015)

**HOOFREGSADVISEUR**



# 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](mailto: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](http://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](mailto: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](mailto:submit.egazette@gpw.gov.za).



**eGazette**



Printed by the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001,  
for the **Gauteng Provincial Administration**, Johannesburg.  
Contact Centre Tel: 012-748 6200. eMail: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)