



LIMPOPO PROVINCE  
LIMPOPO PROVINSIE  
XIFUNDZANKULU XA LIMPOPO  
PROFENSE YA LIMPOPO  
VUNDU LA LIMPOPO  
IPHROVINSI YELIMPOPO

**Provincial Gazette • Provinsiale Koerant • Gazete ya Xifundzankulu  
Kuranta ya Profense • Gazethe ya Vundu**

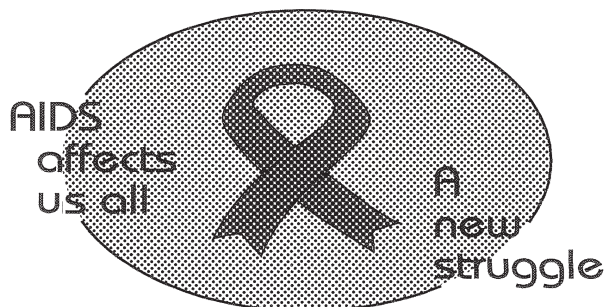
*(Registered as a newspaper) • (As 'n nuusblad geregistreer) • (Yi rhijistariwile tanihi Nyuziphepha)  
(E ngwadisits'we bjalo ka Kuranta) • (Yo redzhistariwa sa Nyusiphepha)*

Vol. 23

POLOKWANE,  
19 FEBRUARY 2016  
19 FEBRUARIE 2016  
19 NYENYENYANA 2016  
19 FEBREWARE 2016  
19 LUHUHI 2016

No. 2675

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



**Prevention is the cure**

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HELPLINE**

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DEPARTMENT OF HEALTH

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ISSN 1682-4563



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## A message from Government Printing Works

### Notice Submissions Rule: Single notice, single email

Dear Valued Customer,

Over the last six months, GPW has been experiencing problems with many customers that are still not complying with GPW's rule of **single notice, single email** (with proof of payment or purchase order).

You are advised that effective from **18 January 2016**, all notice submissions received that do not comply with this rule will be failed by our system and your notice will not be processed.

In the case where a Z95, Z95Prov or TForm3 Adobe form is submitted with content, there should be a separate Adobe form completed for each notice content which must adhere to the single notice, single email rule.

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

To those customers who are complying with this rule, we say Thank you!

Regards,

Government Printing Works



# 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 below table to familiarise yourself with the new deadlines.

### ORDINARY GAZETTES

Government Gazette Type	Publishing Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 12h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 12h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days <b>after</b> submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days <b>prior</b> to publication

### 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.**

Your request for cancellation must be accompanied by the relevant notice reference number (N-).

## 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.

Until then, amendments to notices must be received before the submission deadline.

## 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



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).

## FORMS AND GAZETTES

The electronic Adobe Forms and published gazettes can be found on our website: [www.gpwonline.co.za](http://www.gpwonline.co.za)

Should you require assistance with downloading forms or gazettes, please contact the eGazette Contact Centre who will gladly assist you.

eGazette Contact Centre

Email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

Telephone: 012-748 6200



## 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.



eGazette



**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**

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*No.* *No.*

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# Government Printing Works Contact Information

**Physical Address:**

Government Printing Works  
149 Bosman Street  
Pretoria

**Postal Address:**

Private Bag X85  
Pretoria  
0001

For queries and quotations, contact:

**Gazette Contact Centre:****Tel:** 012-748 6200**E-mail:** [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

For gazette submissions:

**Gazette Submissions:****E-mail:** [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za)

Contact person for subscribers:

**Mrs M. Toka:****Tel:** 012-748-6066 / 6060 / 6058**Fax:** 012-323-9574**E-mail:** [subscriptions@gpw.gov.za](mailto:subscriptions@gpw.gov.za)

## GPW Banking Details

Bank:

ABSA BOSMAN STREET

Account No.:

405 7114 016

Branch Code:

632-005

IT IS THE CLIENTS RESPONSIBILITY TO ENSURE THAT THE CORRECT AMOUNT IS PAID AT THE CASHIER OR DEPOSITED INTO THE GOVERNMENT PRINTING WORKS BANK ACCOUNT AND ALSO THAT THE REQUISITION/COVERING LETTER TOGETHER WITH THE ADVERTISEMENTS AND THE PROOF OF DEPOSIT REACHES THE GOVERNMENT PRINTING WORKS IN TIME FOR INSERTION IN THE PROVINCIAL GAZETTE.

**No ADVERTISEMENTS WILL BE PLACED WITHOUT PRIOR PROOF OF PRE-PAYMENT**

$\frac{1}{4}$  Page

**R286.00**

Letter Type: Arial

Font Size: 10pt

Line Spacing: 11pt

**TAKE NOTE OF  
THE NEW  
TARIFFS WHICH  
ARE APPLICABLE  
FROM THE  
1<sup>ST</sup> OF APRIL 2015**

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**R857.70**

Letter Type: Arial

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Line Spacing: 11pt

Full Page

**R1143.40**

Letter Type: Arial

Font Size: 10pt

Line Spacing: 11pt

## GOVERNMENT PRINTING WORKS BUSINESS RULES

**Government Printing Works** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of **electronic Adobe Forms**. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

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**. All notice submissions not on Adobe electronic forms will be **rejected**.
3. When submitting your notice request, 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 and must be attached separately**. (In other words, your email should have an Adobe Form plus proof of payment/purchase order as 2 separate attachments. Where notice content is applicable, it should also be a 3rd separate attachment).
4. Notices brought to GPW by “walk-in” customers on electronic media can only be submitted in Adobe electronic form format.
5. All “walk-in” customers with notices that are not on electronic Adobe forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.
6. For National or Provincial gazette notices, the following applies:
  - 6.1 These notices must be accompanied by an electronic **Z95** or **Z95Prov** Adobe form
  - 6.2 The notice content (body copy) **MUST** be a separate attachment.
7. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
8. 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**)
9. 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**)
10. All re-submissions will be subject to the standard cut-off times.
11. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
12. The electronic Adobe form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered.
13. Requests for Quotations (RFQs) should be received by the Contact Centre at least 24 hours before the submission deadline for that specific publication.

### GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

14. The Government Printer will assume no liability in respect of any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

**LIABILITY OF ADVERTISER**

15. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

**COPY**

16. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

17. The notice should be set on an **A4 page**, with margins and fonts set as follows:

**Page size** = A4 *Portrait* with page margins: *Top* = 40mm, *LH/RH* = 16mm, *Bottom* = 40mm;  
Use font size: *Arial* or *Helvetica* 10pt with 11pt line spacing;

**Page size** = A4 *Landscape* with page margins: *Top* = 16mm, *LH/RH* = 40mm, *Bottom* = 16mm;  
Use font size: *Arial* or *Helvetica* 10pt with 11pt line spacing;

**PAYMENT OF COST**

18. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
19. Payment should be then made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
20. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the **Gazette Contact Centre, Government Printing Works, PrivateBag X85, Pretoria, 0001** email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
21. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the 1. difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash, by cheque or into the banking account.
22. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.
23. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the Word Count Table, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

**PROOF OF PUBLICATION**

24. **Copies of the Provincial Gazette which may be required as proof of publication, may be ordered from the Government Printer at the ruling price.** The Government Printer will assume no liability for any failure to post such Provincial Gazette(s) or for any delay in dispatching it/them

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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**NOTICE 15 OF 2016****MUSINA LAND USE MANAGEMENT SCHEME, 2010  
AMENDMENT SCHEME**

We, Jacques du Toit & Associates, Town and Regional Planners, being the authorized agent of the owner of the properties mentioned below, hereby give notice in terms of Section 56(1)(b)(i) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) read in conjunction with SPLUMA, 2013, that we have applied to the Musina Local Municipality for the amendment of the Musina Land Use Management Scheme, 2010, in respect of Erven 4956, 4957, 4967 and 4968 Messina-Nancefield Extension 11, situated to the west of the N1, north of the Remainder Messina 4MT, by rezoning said properties from "Residential 1" to "Residential 4" and the relaxation of the street building line for a two-storey building from 4m to 2m.

Particulars of the application will lie for inspection during normal office hours at the office of the Municipal Manager, Civic Centre, Murphy Street, Musina, for a period of 28 days from 12 February 2016.

Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager at the above address or at Private Bag X611, Musina, 0900, within a period of 28 days from 12 February 2016.

*Address of Agent:* Jacques du Toit & Associates, PO Box 754, Tzaneen, 0850

12-19

**KENNISGEWING 15 VAN 2016****MUSINA GRONDGEBRUIKBESTUURSKEMA 2010  
MESSINA WYSIGINGSKEMA**

Ons, Jacques du Toit & Medewerkers, Stads- en Streeksbeplanners, synde die gemagtigde agent van die eienaar van die eiendomme hieronder genoem, gee hiermee ingevolge Artikel 56(1)(b)(i) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986) saamgelees met SPLUMA, 2013, kennis dat ons by die Musina Plaaslike Munisipaliteit aansoek gedoen het om die wysiging van die Musina Grondgebruikbestuurskema, 2010, met betrekking tot Erwe 4956, 4957, 4967 en 4968 Messina-Nancefield Uitbreiding 11, geleë aan die westekant van die N1 noord van die Restant Messina 4MT, deur te hersoneer van "Residensieël 1" na "Residensieël 4" asook die verslapping van die straatboulyn vir 'n 2 verdieping gebou van 4m na 2m.

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Burgersentrum, Murphystraat, Musina, vir 'n tydperk van 28 dae vanaf 12 Februarie 2016.

Besware teen of verhoë ten opsigte van die aansoek moet binne 'n tydperk van 28 dae vanaf 12 Februarie 2016 skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Privaatsak X611, Musina, 0900, ingedien of gerig word.

*Adres van agent:* Jacques du Toit & Medewerkers, Posbus 754, Tzaneen, 0850

12-19

**NOTICE 16 OF 2016****MOGALAKWENA LAND USE SCHEME, 2008  
AMENDMENT SCHEME 3**

We, Jacques du Toit & Associates, Town and Regional Planners, being the authorized agent of the owner of the property mentioned below, hereby give notice in terms of Section 56(1)(b)(i) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that we have applied to the Mogalakwena Municipality for the amendment of the Mogalakwena Land Use Scheme, 2008, by the rezoning of Portion 1 of Erf 398 Piet Potgietersrust, situated at 19 Hooge Street, Mokopane, from "Residential 1" to "Business 1".

Particulars of the application will lie for inspection during normal office hours at the office of the Municipal Manager, Civic Centre, Retief Street, Mokopane, for the period of 28 days from 12 February 2016.

Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager at the above address or at PO Box 34, Mokopane, 0600, within a period of 28 days from 12 February 2016.

*Address of Agent:* Jacques du Toit & Associates, PO Box 754, Tzaneen, 0850

12-19

**KENNISGEWING 16 VAN 2016****MOGALAKWENA GRONDGEBRUIKSKEMA, 2008  
WYSIGINGKSEMA 3**

Ons, Jacques du Toit & Medewerkers, Stads- en Streeksbeplanners, synde die gemagtigde agent van die eienaar van die eiendom hieronder genoem, gee hiermee ingevolge Artikel 56(1)(b)(l) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), kennis dat ons by die Mogalakwena Munisipaliteit aansoek gedoen het om die wysiging van die Mogalakwena Grondgebruikskema, 2008, deur die hersonering van Gedeelte 1 van Erf 398 Piet Potgietersrust, geleë te Hoogestraat 19, Mokopane van "Residensieel 1" na "Besigheid 1".

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Burgersentrum, Retiefstraat, Mokopane, vir 'n tydperk van 28 dae vanaf 12 Februarie 2016.

Besware teen of vertoë ten opsigte van die aansoek moet binne 'n tydperk van 28 dae vanaf 12 Februarie 2016 skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 34, Mokopane, 0600, ingedien of gerig word.

*Adres van agent:* Jacques du Toit & Medewerkers, Posbus 754, Tzaneen, 0850

12-19

**NOTICE 21 OF 2016****MAKHADO MUNICIPALITY AMENDMENT SCHEME 202**

**NOTICE OF APPLICATION FOR AMENDMENT OF THE TOWN PLANNING SCHEME IN TERMS OF SECTION 56 (1)  
(b) (i) OF THE TOWN PLANNING AND TOWNSHIP ORDINANCE 1986 (ORDINANCE No 15 OF 1986)  
SIMULTANEOUSLY WITH REMOVAL OF RESTRICTIONS**

I, Charlotte Phadu, being the authorized agent of the owner of ERF 1567 in Louis Trichardt, hereby give notice in terms of section 56 (1) (b) (i) of the Town Planning and Township Ordinance, 1986 (Ordinance 15 of 1986) simultaneously in terms of section 3(1) of Removal of Restrictions Act, 1967, (Act 84 of 1967) for the removal of conditions in Title deed, that we have applied to Makhado Municipality to rezone Erf 1567 (161 Forestry Street) from "Residential 1" to "Institutional" for a Crèche, Makhado Amendment Scheme 202. Particulars for the application will lie for inspection during normal office hours at the office of the Director, Municipal Secretary, 1<sup>st</sup> floor, Civic Centre, Louis Trichardt, (83 Krough Street) for a period of 28 days from 12 February 2016.

Objection to or representation in respect of the application must be lodged with or made in writing to: The Municipal Manager at the above address or Private Bag X2596, Louis Trichardt, 0920 within a period of 28 days from 12 February 2016.

Agent Address: P o box 3272 Louis Trichardt 0920

19-26

**NDIVHADZO**

**KHUMBELO YA U SHANDUKISA KUSHUMISELE KWA MAVU UYA NGA section 56 (1) (b) (i) of the Town Planning and Township Ordinance, 1986 (Ordinance 15 of 1986) na nga Section 3(1) ya Removal of Restrictions Act, 1967, (Act 84 of 1967)**

Nne Charlotte Phadu ndo imela vhane vha erf 1567, ere Louis Trichardt, vha khou divhadziwa uri huna khumbelo ya kushandukisele kwa mavu yo itiwaho ha masipala wa Makhado uya nga mulayo wo buliwaho afho nthu uri hu do shadukiswa kushumisele kwa mavu sa zwi tevhelaho Erf 1567 (161 Forestry Street ) U bva kha "Residential 1" uya kha "Institutional" for a Crèche, Makhado Amendment Scheme 202, Vhane vhatakalela u vhala muvhigo wo fhelelaho nga hedzino khumbelo kana vhare na mbilaelo vhanga ita khumbelo ofisini dza minizhere ha masipala kha diresi itevhelaho: 1st floor, Civic Centre, 83 Krough Street Makhado Municipality, Private Bag x2596, Louis Trichardt, 0920, khumbelo dzi do tangedzwa lwa maduvha 28 u bva duvha le khunguwedzo dza bviswa. Feme yo itaho khumbelo ndi: Mutingati Environmental and Projects.

19-26

**NOTICE 22 OF 2016****MUSINA AMENDMENT SCHEME 316****NOTICE IN TERMS OF ORDINANCE 15 OF 1986 FOR REZONING**

Notice is hereby given in terms of Section 56 of the Ordinance, 1986 (Ordinance 15 of 1986) read together with SPLUMA that I, Pierre Danté Moelich, of the firm Plankonsult Incorporated being the authorised agent of the owner have applied to Musina Local Municipality for the rezoning of:

Proposed Portion 1 of the Remainder of Portion 4 of the farm Tempelhof 150-MS from "Agricultural" to "Special" for the purposes of a bonded yard, offices, accommodation, duty free shop and retail trade subject to certain development controls and

Proposed Remainder of Portion 4 of the farm Tempelhof 150-MS from "Agriculture" to "Special" for the purposes of a truck park, bonded yard, offices for clearance agents, administrative offices, workshops, warehousing, shops and place of refreshment subject to certain development controls.

Particulars of the application will lie for inspection during normal office hours at the office of the Municipal Manager: Civic Centre, Murphy Street, Musina for a period of 28 days from 19 February 2016. Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager at the above address or at Private Bag X611, Musina, 0900, within a period of 28 days from 19 February 2016.

Address of agent: Plankonsult Incorporated, P O Box 72729, Lynnwood Ridge, 0040  
Tel: (012) 993 5848, Fax: (012) 993 1292, E-Mail: [a-ms@plankonsult.co.za](mailto:a-ms@plankonsult.co.za)

Dates of publication: 19 February 2016 and 26 February 2016

19-26

**KENNISGEWING 22 VAN 2016****MUSINA WYSIGINGSKEMA 316****KENNISGEWING IN TERME VAN ORDONNANSIE 15 VAN 1986 VIR HERSONERING**

Kennis geskied hiermee kragtens Artikel 56 van die Ordonnansie, 1986 (Ordonnansie 15 van 1986) saamgelees met SPLUMA dat ek, Pierre Danté Moelich, van die firma Plankonsult Ingelyf die gemagtigde agent van die eienaar aansoek gedoen het by Musina Plaaslike Munisipaliteit vir die hersonering van:

Voorgestelde Gedeelte 1 van die Restant van Gedeelte 4 van die plaas Tempelhof 150-MS vanaf "Landbou" na "Spesiaal" vir die doeleindes van 'n doeane bergingsterrein, kantore, akkommodasie, belastingvrye winkel en kleinhandel onderhewig aan sekere beheermaatreëls en

Voorgestelde Restant van Gedeelte 4 van die plaas Tempelhof 150-MS vanaf "Landbou" na "Spesiaal" vir die doeleindes van 'n vragmotorwerf, doeane bergingsterrein, kantore vir doeane klaringsagente, administratiewe kantore, werkwinkels, store, winkels en verversingsplek onderhewig aan sekere beheermaatreëls.

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Burgersentrum, Murphystraat, Musina vir 'n tydperk van 28 dae vanaf 19 Februarie 2016. Besware teen of verhoë ten opsigte van die aansoek moet binne 'n tydperk van 28 dae vanaf 19 Februarie 2016 skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Privaatsak X 611, Musina, 0090 ingedien of gerig word.

Adres van agent: Plankonsult Ingelyf, Posbus 72729, Lynnwoodrif, 0040  
Tel: (012) 993 5848, Fax: (012) 993 1292, E-Pos: [a-ms@plankonsult.co.za](mailto:a-ms@plankonsult.co.za)

Datums van publikasie: 19 Februarie 2016 en 26 Februarie 2016

19-26

**NOTICE 23 OF 2016****TZANEEN AMENDMENT SCHEME 338**

NOTICE OF APPLICATION FOR AMENDMENT OF A TOWN-PLANNING SCHEME IN TERMS OF SECTION 56(1)(b)(i) OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), READ TOGETHER WITH SPLUMA 2013

I, Willem Johannes Jacobsz of Omniplan Town Planners, being the authorised agent of the registered owner of Erf 652 Tzaneen X 4 hereby give notice in terms of section 56(1)(b)(i) of the Town-Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), read together with SPLUMA 2013, that I have applied to the Greater Tzaneen Municipality for the amendment of the town-planning scheme known as the Tzaneen Town Planning Scheme, 2000 by the rezoning of the property described above, situated at 21 Third Avenue Tzaneen, from "Residential 1" to "Business 4".

Particulars of the application will lie for inspection during normal office hours at the office of the Municipal Manager, Civic Centre, Tzaneen for a period of 28 days from 19 February 2016 (the date of the first publication of the notice).

Objections to or representations in respect of the applications must be lodged with or made in writing to the Municipal Manager at the above address or at PO Box 24, Tzaneen, 0850 within a period of 28 days from 19 February 2016.

*Address of authorised agent: Omniplan Town Planners, PO Box 2071, TZANEEN, 0850, Tel No (015) 307 1041. Ref No: J104*

19-26

**KENNISGEWING 23 VAN 2016****TZANEEN WYSIGINGSKEMA 338**

KENNISGEWING VAN AANSOEK OM WYSIGING VAN 'N DORPSBEPLANNINGSKEMA INGEVOLGE ARTIKEL 56(1)(b)(i) VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986 (ORDONNANSIE 15 VAN 1986), SAAMGELEES MET SPLUMA 2013

Ek, Willem Johannes Jacobsz van Omniplan Stadsbeplanners, synde die gemagtigde agent van die geregistreerde eienaar van Erf 652 Tzaneen X 4 gee hiermee ingevolge artikel 56(1)(b)(i) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), saamgelees met SPLUMA 2013, kennis dat ek by die Groter Tzaneen Munisipaliteit aansoek gedoen het om die wysiging van die Dorpsbeplanningskema bekend as die Tzaneen Dorpsbeplanningskema, 2000 deur die hersonering van die eiendom hierbo beskryf, geleë te 21 Derde Laan, Tzaneen, vanaf "Residensieel 1" na "Besigheid 4".

Besonderhede van elk van die aansoeke lê ter insae gedurende gewone kantoor ure by die kantoor van die Munisipale Bestuurder, Burgersentrum, Tzaneen vir 'n tydperk van 28 dae vanaf 19 Februarie 2016 (die datum van eerste publikasie van hierdie kennisgewing).

Besware teen of verhoë ten opsigte van die aansoeke moet binne 'n tydperk van 28 dae vanaf 19 Februarie 2016 skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 24, Tzaneen, 0850 ingedien of gerig word.

*Adres van gemagtigde agent: Omniplan Stads- en Streekbeplanners, Posbus 2071, Tzaneen, 0850, Tel. No. (015) 307 1041. Verw. No. J104*

19-26

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**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS**

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**PROVINCIAL NOTICE 8 OF 2016****MOGALAKWENA LAND USE MANAGEMENT SCHEME, 2008****AMENDMENT SCHEME 04**

We, Masungulo Town & Regional Planners being an authorized agent of the owner(s) of the Erf mentioned below, hereby give notice in terms of Section 56(1)(b)(i) of Ordinance 15 of 1985 read together with SPLUMA, 2013 (Act 16 of 2013), that we have applied to Mogalakwena Municipality for the amendment of Mogalakwena Land Use Management Scheme 2008 for rezoning of Portion 2 of Erf 119 Registration Division K.S. Limpopo situated at No. 78 Kruger Street from "Residential 1" to "Residential 3" with a Special Consent for a Guest House. Particulars of the application will lie for an inspection during normal office hours at the office of the Municipal Manager: Civic Center, Mokopane, for a period of 28 days from 12 February 2016 (Date of the first publication of the notice). Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager at the above mentioned address or at P.O. Box 34, Mokopane, 0600, within a period of 28 days from the 12 February 2016.

Address of the Agent is: Masungulo Town and Regional Planners, First Floor Bosveld Center, 85 Thabo Mbeki Drive, Mokopane, 0600. Telephone: 015 491 4521, Fax: 015 491 2221.

12-19

**PROVINSIALE KENNISGEWING 8 VAN 2016****MOGALAKWENA GRONDGEBRUIKBESTUUR SKEMA 2008****WYSIGINGSKEMA 04**

Ons, Masungulo Stads-en Streekbeplanners, Synde die gemagtigde adente van die eienaar van die Erf hieronder genome, gee hiermee ingevolge artikel 56(1)(b)(i) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie No. 15 van 1986) saamgelees met SPLUMA, 2013 (Wet 16 van 2013), kennis dat ons by die Mogalakwena Munisipaliteit aansoek gedoen het om die wising van die Grondegruiskema 2008, vir die hersenoring vir Gedeelte 1 van Erf 119, Piet Potgietersrust Dorpsgedien, Registrasie Afdeling K.S., Limpopo, gelee op 78 Kruker Straat, Mokopane, Vanaf "Residensieel 1" na "Residensieel 1" met 'n Spesiale Toestemming vir 'n Gastehuis. Besonderhede van die aansoek le ter insae gedurende gewone kantoorure by die Munisipale Bestuur: Burgersentrum, Mokopane, vir 'n tydperk van 28 dae vanaf 12 Februarie 2016 (Datum van die eerste publikasie). Besware teen of vertoe ten opsigte van die aansoek moet binne 28 dae 28 dae vanaf 12 Februarie 2016 skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of Posbus 34, Mokopane, 0600, egedien of gerig word.

Adres van agen: Masungulo Stads-en Sterekbeplanners Eerste Vloer Bosveld Gebou, Thabo Mbeki Straat 85, Mokopane 0600. Tel: 015 491 4521 Faks: 015 491 2221

12-19

## PROVINCIAL NOTICE 11 OF 2016

**VHEMBE DISTRICT MUNICIPALITY****PUBLIC NOTICE OF MUNICIPAL PLANNING TRIBUNAL FOR DISTRICT MUNICIPAL AREA**

Vhembe District Municipality hereby makes public notification for the council resolution taken during the special council meeting of 01 August 2014 for the establishment of municipal planning tribunal for the Vhembe District Municipal Area in accordance with Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013). The council resolved 08.01.08.2014 THAT the council authorized the District to Establish a District Joint Municipal Planning Tribunal for all local municipalities within the District i.e. Musina Local Municipality; Mutale Local Municipality and Thulamela Local Municipality as per section 34 of the Spatial Planning and Land Use Management Act, 2013( Act No. 16 of 2013).

Makhado Local Municipality through its council has resolved A 139.28.08.14 to establish its own Municipal Planning tribunal.

All enquiries in this regard can be directed to The General Manager Development Planning Mr. Mudau P.M at 015 960 3503 or Spatial Planner Ms. Mathomu C.N at 015 960 3528.

Mr. LT Muthivhi- Acting Municipal Manager  
Vhembe District Municipality, Private Bag x 5006, Thohoyandou, 0950

PROVINCIAL NOTICE 12 OF 2016

**AGREEMENT ON THE MODALITIES  
FOR THE ESTABLISHMENT OF THE INTERIM DISTRICT  
MUNICIPAL PLANNING TRIBUNAL**

Concluded by and amongst:

**MUNICIPALITY 1: VHEMBE DISTRICT MUNICIPALITY**

(Council Resolution Number 08.01.08.2014)

(Demarcation Code DC 34)

(Herein represented by **Magwaza Sindisiwe Esme**, in his/her capacity as Acting District Municipal Manager of Vhembe District Municipality)

AND

**MUNICIPALITY 2: MUSINA LOCAL MUNICIPALITY**

(Council Resolution Number 28.8.2014)

(Demarcation Code LIM 341)

(Herein represented by **Matshivha Makondelele Johnson**, in his/her capacity as Municipal Manager of Musina Local Municipality)

AND

**MUNICIPALITY 3: MUTALE LOCAL MUNICIPALITY**

(Council Resolution Number 233/08/2014)

(Demarcation Code LIM 342)

(Herein represented by **Razwiedani Shumani Samuel** in his/her capacity as Municipal Manager of Mutale Local Municipality)

AND

**MUNICIPALITY 4: THULAMELA LOCAL MUNICIPALITY**

(Council Resolution Number SC 04/08/14)

(Demarcation Code LIM 343)

(Herein represented by **Maluleke Hlangani Emmanuel** in his/her capacity as acting Municipal Manager of Thulamela Local Municipality)

S.E. HEM PM Jm M

WHEREAS the Spatial Planning and Land Use Management Act, 16 of 2013 makes provision in section 34(2) for the establishment of a District Municipal Planning Tribunal to determine land development and land use applications;

AND WHEREAS the Parties have undertaken an assessment as contemplated in regulation 2 of the Regulations;

AND WHEREAS the Parties are desirous to conclude an agreement to establish a District Municipal Planning Tribunal to jointly consider and decide the land development and land use applications submitted to their respective municipalities;

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

In this Agreement, unless a contrary intention clearly appears:

#### 1.1 Words importing -

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.3 When any number of days is prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

1.4 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

1.4.1 "**commencement date**" means the date of publication of the notice referred to in clause 4.8 irrespective of the date of signature hereof;

1.4.2 "**notice**" means a written notice on the Provincial Gazette and local circulating newspapers;

1.4.3 "**Parties**" mean the parties to this Agreement identified herein;

SE HEM  
PM  
Jm

1.4.5 "the Act" means the Spatial Planning and Land Use Management Act, 16 of 2013 and the Regulations issued thereunder;

1.4.6 "the Regulations" means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

## 2. FUNDING

2.1 The Parties shall make provision in their respective budgets to jointly fund the cost of proceedings of the District Municipal Planning Tribunal, the remuneration of members appointed to it and any other necessary operational costs, on an annual basis.

2.2 There will be no transfer of funds between the parties.

2.3 Each Party shall be responsible to fund the extent of considering and deciding those categories of applications that shall be heard by the District Municipal Planning Tribunal.

2.4 All funding is subject to the approval of the municipal councils of the parties.

## 3. DURATION

3.1 This Agreement commences on the 01 July 2015 and continues for a period of not less than 2 years and not more than 5 years.

3.2 This Agreement shall terminate

(a) on the date that the term of office of the members of the District Municipal Planning Tribunal expires as referred to in clause 4.7;

(c) when one of the parties terminates the Agreement by giving six months notice of its intention to withdraw from this Agreement.

## 4. ESTABLISHMENT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL

### 4.1 Composition of the District Municipal Planning Tribunal

4.1.1 The District Municipal Planning Tribunal shall consist of at least 14 members made up as follows:

(a) One official in the full-time service of Municipality 1;

(b) One official in the full-time service of Municipality 2;

(c) One official in the full-time service of Municipality 3

(d) One official in the full-time service of Municipality 4;

S.E. HEM *Mr*  
*PM* *Jun*

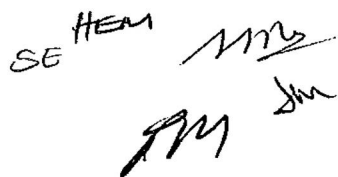
- (e) two persons registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
  - (f) two persons registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000;
  - (g) two Land Development Economists registered with a voluntary association;
  - (h) two persons either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964; and
  - (i) an environmental practitioner registered with a voluntary association;
  - (j) any other person who has knowledge and experience of spatial planning, land use management and land development or the law related thereto.
- 4.1.2 In addition to the criteria determined in sub clause 4.1.1 the persons referred to in paragraphs (c) to (g) must have knowledge and experience of spatial planning, land use management and land development or the law related thereto.
- 4.1.3 A District Municipal Planning Tribunal may designate at least the following members of the tribunal to hear, consider and decide a matter which comes before it:
- (a) All officials from the municipalities which are part of these agreements.
  - (b) One person registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
  - (c) One person registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000;
  - (d) One Land Development Economist recognized with any voluntary association;
  - (e) One person either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964;
  - (f) an environmental assessment practitioner registered with a voluntary association; and
  - (g) any other person who has knowledge and experience of spatial planning, land use management and land development or the law related thereto.

#### 4.2 Invitations and nominations to serve on the District Municipal Planning Tribunal

The District Municipality shall on behalf of the participating municipalities issue an invitation and a call for nominations for persons referred to in clause 4.1.1(a) (j) to serve on the District Municipal Planning Tribunal in the manner and form provided for in the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

#### 4.3 District evaluation panel

- 4.3.1 The District Municipality, Limpopo Office of the Premier and the participating municipalities shall constitute a District evaluation panel from employees in the full time

SE HEM  

 The block contains several handwritten signatures and initials. At the top, 'SE' is written next to 'HEM'. Below this, there are three distinct signatures: one that appears to be 'M', another that looks like 'Jm', and a third, larger signature that is partially obscured by the others.

service of the Parties to evaluate all nominations received, whether due to an invitation or call for nominations.

- 4.3.2 The District evaluation panel of the Parties shall evaluate all nominations received and make recommendations to the municipal councils of the Parties including a recommendation with regard to the chairperson and deputy chairperson for the District Municipal planning Tribunal.

#### **4.4 Appointment of members**

- 4.4.1 Each municipal council shall evaluate and approve the recommendations of the District evaluation panel referred to in clause 4.3.

- 4.4.2 The District Municipality shall on behalf of the participating municipalities appoint such persons who qualify for appointment as members of the District Municipal Planning Tribunal subject to all the terms and conditions of appointment to and serving on the District Municipal Planning Tribunal referred to in the Act and the Regulations.

- 4.4.2 The District Municipality shall on behalf of the participating municipalities inform the successful nominees of their appointment to the District Municipal Planning Tribunal.

#### **4.5 Officials in the full-time employ of the Parties to serve on District Municipal Planning Tribunal**

- 4.5.1 The Parties shall designate one official each to serve on the District Municipal Planning Tribunal and shall delegate the necessary authority to these officials.

- 4.5.2 The Parties shall review and amend the contracts of service of the officials designated to serve on the District Municipal Planning Tribunal.

- 4.5.3 Officials from the Provincial government will not be subject to any remuneration, whether it be for transport or whatever.

#### **4.6 Appointment of the chairperson and deputy chairperson**



- 4.6.1 The chairperson and the deputy chairperson of the District Municipal Planning Tribunal shall be appointed by the Parties from the ranks of the officials referred to in clause 4.1(a) to (e).

- 4.6.2 The term of office of the chairperson and the deputy chairperson shall be for a period of two years calculated from the commencement date of this Agreement.

#### **4.7 Term of office**

The term of office of members of the District Municipal Planning Tribunal shall be at least 2 years calculated from the commencement date of this Agreement.

#### **4.8 Publication of notice**

S.E. HEM   
PM 

When the District Municipal Planning Tribunal is ready to commence operations, the Municipal Managers of the Parties, shall publish the notice referred to in section 37(4) of Act.

**5. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

- 5.1 The Parties shall, in accordance with the criteria determined in the Regulations, categorize land development and land use applications in a corresponding manner or shall adopt the categorization in the regulations.
- 5.2 The Parties shall refer such categories of applications determined by them to the District Municipal Planning Tribunal.
- 5.3 The District Municipal Planning Tribunal shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the by-laws of the Parties.

**6. SEAT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

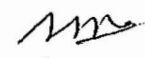


- 6.1 The meetings of the District Municipal Planning Tribunal shall be held at the offices of the District Municipality. The District Municipality shall therefore be responsible for all administrative and logistical arrangement.

**7. SUBMISSION OF APPLICATIONS**

- 7.1 A land development and land use application referred to in clause 5,2 shall be submitted by an applicant to the municipality in whose municipal area the land to which the application relates, is located.
- 7.2 The municipality in whose municipal area the land to which the application relates, is located, shall undertake all the required internal procedures.
- 7.3 The municipality shall refer the relevant category of application to the District Municipal Planning Tribunal for consideration. The designated municipal official shall lead the application with motivational report before the District Municipal Planning Tribunal.

**8. DESIGNATION OF MEMBERS TO CONSIDER AND DETERMINE AN APPLICATION**

- 8.1 On receipt of an application referred to in clause 7.3, the District Municipal Planning Tribunal shall evaluate the application and decide on the knowledge and skills required to consider and determine the application and designate the necessary members to so consider and determine that application, including the presiding officer.
- 8.2 The District Municipal Planning Tribunal shall nominate no less than five members to consider and decide an application.

S.E. HEM   
  


## 9. APPOINTMENT OF TECHNICAL AND OTHER ADVISERS

- 9.1 The Parties shall establish and maintain-
- (a) a database of public sector technical and other advisers; and
  - (b) a database of private sector technical and other advisers.
- 9.2 The Parties shall before publication of the notice referred to in clause 4.8
- (a) in writing request the employer of an official or employee referred to in regulation 11(2)(a) to make that official or employee available on an *ad hoc* basis for technical and other support before that official or employee is placed on the database of public sector technical and other advisers; and
  - (b) publish an invitation in one newspaper circulating in the municipal areas of the Parties for persons referred to in regulation 11(2) to be registered on the database of private sector technical and other advisers and may determine conditions for incorporation into that database.
- 9.3 The chairperson in consultation with Tribunal Members shall appoint technical and other advisers to assist the District Municipal Planning Tribunal per application that it has to consider and determine, if necessary.
- 9.4 The chairperson shall first consider appointing an adviser from the database of public sector technical and other advisers and only if there is no such adviser available or no adviser available with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other advisers.
- 9.5 The municipality in whose application needs technical advisor, shall therefore be responsible to remunerate that technical or other adviser for services rendered to the District Municipal Planning Tribunal, if that adviser is not a public service official.
- ## 10 ASSETS
- 10.1 The District Municipal Planning Tribunal shall not acquire any assets or incur liabilities and shall not employ any staff.
- 10.2 The District Municipality shall provide the necessary assets and designate staff to assist the District Municipal Planning Tribunal and shall be responsible for any other operational requirements of the District Municipal Planning Tribunal.

S.E. HEM  
MAS  
Jm  
PM

## 11. LIAISON BETWEEN THE PARTIES

The Parties agree to liaise through the following persons or their successors, duly authorized by the Parties:

For Municipality 1: The Municipal Manager: Vhembe District Municipality

Phone number: 015 960 2000

Fax number: 015 962 1017

For Municipality 2: The Municipal Manager: Musina Local Municipality

Phone number: 015 534 6100

Fax number: 015 534 2513

For Municipality 3: The Municipal Manager: Mutale Local Municipality

Phone number: 015 967 9600

Fax number: 015 967 9677

For Municipality 4: The Municipal Manager: Thulamela municipality

Phone number: 015 962 7500

Fax number: 015 962 4020

## 12. DISPUTES

12.1 Any dispute which arises between the Parties in connection with the interpretation of or giving effect to this Agreement shall be resolved amicably through consultation and negotiation.

12.2 Should a dispute remain unresolved, the provisions of the Intergovernmental Relations Framework Act, 13 of 2005 shall apply in the absence of specific dispute resolution measures prescribed by the Act.

## 13. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement, the Parties' maximum liability shall be limited to

- (a) an act or omission of the authorised official referred to in section 35(2) of the Act; and
- (b) the act or omission of a member of the District Municipal Planning Tribunal in the year that the Party is responsible for the operational expenses of the District Municipal Planning Tribunal as contemplated in clause 10.2.

SE HEM *[Signature]*  
*[Signature]*  
*[Signature]*

## OR IN THE ALTERNATIVE

Notwithstanding anything contained in this Agreement, the liability of Municipality 1 shall be limited to

- (a) an act or omission of the authorised official referred to in section 35(2) of the Act; and
- (b) an act or omission of a member of the District Municipal Planning Tribunal.

**14. ENTIRE AGREEMENT**

14.1.1 This Agreement constitutes the entire agreement and supersedes any and all previous agreements regarding this subject matter that may exist between the parties.

14.1.2 No representations, either verbal or written, made by either party during the tenure of this Agreement shall be of any force or effect unless agreed to by both parties, reduced to writing, and annexed hereto, as an addendum.

**15. NO WAIVER**

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement.

**16. NOTICES AND DOMICILIUM**

16.1. The parties choose as their *domicilia citandi et executandi* the following addresses:-

The Municipality

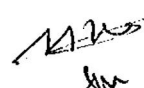
For the Municipality

Vhembe District Municipality

Private Bag x 5006

Thohoyandou

0950

S.E. HEM   
Jm  
PM

## THE MUNICIPALITY

For the Municipality

Musina Local Municipality

Private Bag x 611

Musina

0900

## THE MUNICIPALITY

For the Municipality

Mutale Local Municipality

Private Bag x 1254

Mutale

0956

For the Municipality

Thulamela Local Municipality

Private Bag x 5066

Thohoyandou

0950

- 16.2 Either party hereto shall be entitled from time to time by written notice to the other party, to vary its *domicilium* to any other physical address.
- 16.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.
- 16.4 Any notice given by one party to the other "the addressee" which



- (a) is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- (b) is posted by prepaid registered post from an address to the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the day after the date of posting;

#### 17. AUTHORITY

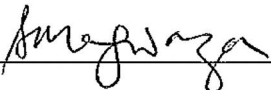
The Parties confirm that they have the necessary authorisation to sign this Agreement on behalf of the applicable Party.


**18. SIGNATURES**

THUS DONE AND SIGNED BY MUNICIPALITY 1 AT THOYO YANDEU ON THIS  
08 DAY OF JUNE 2015.

FOR MUNICIPALITY 1

WITNESS FOR MUNICIPALITY 1

  
 SIGNATURE

  
 SIGNATURE


SINDISWE ESMÉ MAGWAZA  
 FULL NAME OF SIGNATORY


MUBAYI PANDELANI MPHAPHELE  
 FULL NAME OF SIGNATORY

THUS DONE AND SIGNED BY MUNICIPALITY 2 AT MUSINA ON THIS  
17 DAY OF JUNE 2015.

FOR MUNICIPALITY 2

WITNESS FOR MUNICIPALITY 2

  
 SIGNATURE

  
 SIGNATURE


MAKONDELELE JOHNSON MATSHIVHA  
 FULL NAME OF SIGNATORY

MMUSUMALO SILOS MPHAPHELE  
 FULL NAME OF SIGNATORY


THUS DONE AND SIGNED BY MUNICIPALITY 3 AT MUTHALE ON THIS  
29th DAY OF JUNE 2015.

FOR MUNICIPALITY 3

WITNESS FOR MUNICIPALITY 3



SIGNATURE



SIGNATURE

SHUMANI SAMUEL RAZWIEDANI

FULL NAME OF SIGNATORY


PFARELO NORMAN NEPFUMEM BE

FULL NAME OF SIGNATORY

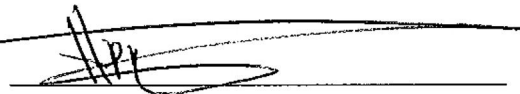
THUS DONE AND SIGNED BY MUNICIPALITY 4 AT THOMHOYANDOU ON THIS  
09 DAY OF JUNE 2015.

FOR MUNICIPALITY 4

WITNESS FOR MUNICIPALITY 4



SIGNATURE



SIGNATURE

MALULEKE HLENGANI EMMANUEL

FULL NAME OF SIGNATORY

Nema dzhili humbeani Abcdneq

FULL NAME OF SIGNATORY

**SCHEDULE 5****Standard Categories of Land Development and Land Use Applications**

- (1) Category 1 Applications are -
- (a) the establishment of a township or the extension of the boundaries of a township;
  - (b) the amendment of an existing scheme or land use scheme by the rezoning of land;
  - (c) subject to sub item (3), the removal, amendment or suspension of a restrictive or obsolete condition, servitude or reservation registered against the title of the land;
  - (d) the amendment or cancellation in whole or in part of a general plan of a township;
  - (e) the subdivision and consolidation of any land other than a subdivision and consolidation which is provided for as a Category 2 application;
  - (f) permanent closure of any public place;
  - (g) any consent or approval required in terms of a condition of title, a condition of establishment of a township or condition of an existing scheme or land use scheme;
  - (h) any consent or approval provided for in any law referred to in sub item (3).
- (2) Category 2 Applications are:
- (a) the subdivision of any land where such subdivision is expressly provided for in a land use scheme;
  - (b) the consolidation of any land;
  - (c) the simultaneous subdivision, under circumstances contemplated in paragraph (a) and consolidation of land;
  - (d) the consent of the municipality for any land use purpose or departure or deviation in terms of a land use scheme or existing scheme which does not constitute a land development application;
  - (e) the removal, amendment or suspension of a restrictive title condition relating to the density of residential development on a specific erf where the residential density is regulated by a land use scheme in operation.
  - (f) All applications in terms of R45 of 1990, proclamation R293 of 1962
- (3) A consent or approval referred to in subitem (1)(c) only applies in respect of a condition that was imposed in terms of:
- (a) The Agricultural Holdings (Transvaal) Registration Act, 22 of 1919;
  - (b) the Removal of Restrictions Act, Act 84 of 1967 or a provincial Act with similar provisions;
  - (c) the Less Formal Township Establishment Act, Act 113 of 1991;
  - (d) the Black Communities Development Act, Act 4 of 1984;

- (e) Physical Planning Act, Act 125 of 1991;
  - (f) the Development Facilitation Act, 67 of 1995; or
  - (g) any applicable town planning and townships ordinance.
- (4) The division of functions between an authorised official and a Municipal Planning Tribunal can be made as follows:
- (a) All category 1 applications and all opposed category 2 applications must be referred to the Municipal Planning Tribunal.
  - (b) All category 2 applications that are not opposed must be considered and determined by the authorised official.
- (5) For the purposes of this Schedule -
- (a) consent means a land use right that may be obtained by way of consent from the municipality and is specified as such in the land use scheme;
  - (b) consolidation means the joining of two or more pieces of land into a single entity; and
  - (c) subdivision means the division of a piece of land into two or more portions.

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**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**

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**LOCAL AUTHORITY NOTICE 14 OF 2016****MUTALE LOCAL MUNICIPALITY****NOTICES FOR REZONING**

It is hereby notified that applications have been made by the firm Nash Planning Consultants in terms of the Proclamation 45 of 1990 and SPLUMA on behalf of the registered owners of the following properties:

- Erf 1295 Mutale Extension 1 for rezoning from “Residential 1” to “Residential 2” in order to erect rooms for rentals and,
- Erf 1452 Mutale Extension 1 for rezoning from “Residential 1” to “Special” for Overnight Accommodation.

The applications and the relevant documents are open for inspection at the new Municipal Building, next to Limpopo Provincial Traffic College, Mutale Town, for 28 days from 12<sup>th</sup> February 2016.

Objection to the application must be lodged with or made in writing to the municipal manager, Mutale Local Municipality, Private Bag X 1254, Mutale, 0956, for a period of 28 days from 12<sup>th</sup> February 2016.

**Address of authorized agent:** Nash Planning Consultants, P.O. Box 311, Sibasa, 0970. Cell: 072 642 9415/ 071 541 3227.

12-19

**MUTALE LOCAL MUNICIPALITY****NDIVHADZO DZA U SHANDUKISA KUSHUMISELE KWA MAVU**

Vha khou divhadziwa uri huna khumbelo dzo itiwaho nga vha Nash Planning Consultants, vho imela vhane vha zwitentsi zwo bulwaho afho fhasi malugana na u shandukisa kushumisele kwa mavu u ya nga mulayo wa Proclamation 45 of 1990 na SPLUMA:

- Erf 1295 Mutale Extension 1, u bva kha “Residential 1” ane a vha mavu a vhudzulo ha phera ya muta muthihi u ya kha “Residential 2” ane a vha mavu a madzulo a phera nnzhi u itela u fhatiwa ha phera dza u hirisa na,
- Erf 1452 Mutale Extension 1, u bva kha “Residential 1” ane a vha mavu a vhudzulo ha phera ya muta muthihi u ya kha “Special” u itela u fhatiwa ha hodela.

Vhane vha takalela u vhalala nga khumbelo idzi na manwalo a yelanaho nadzo, vha nga a wana ofisini ya minidzhere muhulwane: wa ku dzudzanyele na mvelaphanda, kha luta lwa u thoma kha masipala wa Mutale kha tshifhato tshiswa tsha Masipala wa Mutale tsini na gudedzi la vhalanga vhuendi la Manenu, Limpopo Province. Manwalo ayo a do wanala lwa tshifhinga tshi edanaho maduvha a fumbili malo (28) u bva nga duvha la 12 Luhuh 2016.

Vhane vha vha na mbilaelo malugana na iyi khumbelo vha nwalele minidzhere wa masipala wa Mutale kha diresi itevhelaho: Private Bag X 1254, Mutale, 0956. Mbilaelo dzi do tangedziwa lwa maduvha a fumbili malo (28) u bva nga duvha la 12 Luhuh 2016.

**Diresi ya dzhendedzi lire mulayoni malugana na idzi khumbelo:** Nash Planning Consultants, P.O.Box 311, Sibasa, 0970. Cell: 072 642 9415/ 071 541 3227.

12-19

**LOCAL AUTHORITY NOTICE 16 OF 2016****LEPHALALE MUNICIPALITY****PROCLAMATION OF A ROAD OVER THE REMAINDER OF PORTION 53 OF THE FARM WATERKLOOF 502 LQ**

Notice is hereby given in terms of the provisions of section 8 of the Local Authorities Roads Ordinance, 1904, that the Lephalale Municipality hereby proclaim the road as described in the schedule hereto as a public road.

**SCHEDULE**

A road, in extent 257 m<sup>2</sup> over the Remainder of Portion 53 of the farm Waterkloof 502 LQ, as indicated by the letters ABCDA on SG diagram 1083/2010.

**E.M. Tukakgomo, Municipal Manager**

Lephalale Municipality, Private Bag X136, Ellisras, 0555

Placement dates: 29 January and 5, 12, 19 February 2016

Notice No. A8/2015 - 2016

File No. 15/5/148

## LOCAL AUTHORITY NOTICE 17 OF 2016

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY****VALUATION ROLL FOR THE PERIOD 1 JULY 2016 TO 30 JUNE 2020  
NOTICE FOR INSPECTION OF THE VALUATION ROLL AND  
LODGING OF OBJECTIONS**

Notice is hereby given in terms of section 49 (1)(a)(i) read together with section 78(2) of the local government: municipal property rates Act, 2004 (Act No. 6 of 2004), hereinafter referred to as the "Act", that the valuation roll for the period 01<sup>st</sup> July 2016 to 30<sup>th</sup> June 2020 is open to public inspection at the municipal office listed below on Mondays to Fridays, during office hours 08h00-16h30 from 08 February 2016 to 11 March 2016.

In addition, the valuation roll is also available on the website: [www.makhuduthamaga.gov.za](http://www.makhuduthamaga.gov.za)

An invitation is hereby made in terms of section 49(1)(a)(ii) of the Act that any owner of property or other person who so desires should lodge an objection with the municipal manager in respect of any matter in the valuation roll within the above mentioned period. Attention is specifically drawn to the fact that in terms of section 50(2) of the Act an objection must be in relation to a specific individual property and not against the valuation roll as such. The prescribed form for the lodging of an objection is obtainable from the listed municipal office, or website : [www.makhuduthamaga.gov.za](http://www.makhuduthamaga.gov.za)

The completed objection forms must be returned by hand to any of the listed Municipal Office. Kindly bring along your section 49 notice when submitting your objection, as this will expedite the submission process.

No form of electronic submission will be accepted. Closing date for objection is 16h00 on Friday 11 March 2016. No late objection will be accepted

**Address for listed Municipal Office**

Stand no .1 Groblersdal Road, Jane Furse, 1085 Opposite Jane furse plaza.

For enquiries contact: 013 265 8600/23/26/49

Mrs. Makola M or Ms Ntswane

Mr Phasha D or Mr Matuludi N.

**MR MOROPA ME  
MUNICIPAL MANAGER  
PRIVATE BAG X 434  
JANE FURSE, 1085**

**LOCAL AUTHORITY NOTICE 18 OF 2016****MUSINA LAND USE MANAGEMENT SCHEME 2010  
AMENDMENT SCHEME NO 315**

Notice is hereby given in terms of Section 56(1) (b)(i) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) read together with Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), for the amendment of Musina Land Use Management Scheme, known as Musina Land Use Management Scheme, 2010 in the following manner:

- Rezoning of Portion 7 of the Farm Verbaard 53 MT from "Agricultural" to "Special" for the purpose of Diesel and Petrol depot, Guest house with associated activities

Particulars of the application will lie for inspection during normal office hours at the office of the Municipal Manager, Civic Centre Murphy Street for a period of 28 days from 19<sup>th</sup> February 2016. Any objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager at the above address or at Private Bag X611, Musina, 0900 within a period of 28 days from 19<sup>th</sup> February 2016.

Address of agent: Ratshiita development Specialists (Pty) Ltd, P.O Box 500 Vuwani, 0950 cell: 0718942540.

19-26

**MUSINA LAND USE MANAGEMENT SCHEME 2010  
AMENDMENT SCHEME NO 315**

Ndivhadzo I khou new ahu tshi tevhedzwa mbetshelwa ya tshitenwa tsha futhanu rathi tsha Mulayo wa Town-Planning and Townships Ordinance wa, 1986 (Mulayo wa fumithanu wa 1986) u tshivhalwa na Mulayo wa Spatial Planning and Land Use Management Act wa, 2013 (Act 16 of 2013) tshivhangalelwa hu u toda u shandukisa tshikimu tshi langaho kudhumisele kwa mavu tsha Musina, tshi diveaho ngauri Musina Land Use Management Scheme, 2010 nga ndila I tevhelaho:

- U shandukisa mashumisele a tshipida tsha sumbe (7) tsha biulasi Verbaard 53 MT ubva kha "Agricultural" uya kha "Tshipentshela" hu tshi itelwa Diesel and Petrol depot, Guest house with associated activities

Zwidodombedzwa zwa khumbelo iyi zwinga tolwa nga tshifhinga tsha mushumo ofisini ya Minidzhere wa Masipala, Civic Centre Murphy Street lwa maduvha a fumbili malo (28) u bva nga la vhu fumi tahe (19<sup>th</sup>) Luhuh Gidimbili fumirathi. Muthu munwe na munwe kana muimeleli ane avha na khanedzo anga ha khumbelo iyi anga tou nwalela Minidzhere wa Masipala kha adiresi yo bulwaho afho ntha kana kha Phuraivethe Bege X611, Musina, 0900 nga ngomu ha maduvha a fumbili malo ubva nga la vhufumi tahe Luhuh Gidimbili fumirathi.

Diresi ya dzhendedzi: Ratshiita Development Specialists (Pty) Ltd, P.O Box 500 Vuwani, 0950 cell: 0718942540

19-26

**LOCAL AUTHORITY NOTICE 19 OF 2016**

**AGREEMENT ON THE MODALITIES  
FOR THE ESTABLISHMENT OF THE INTERIM DISTRICT  
MUNICIPAL PLANNING TRIBUNAL**

Concluded by and amongst:

**WATERBERG DISTRICT MUNICIPALITY**

(Council Resolution)

(Demarcation Code DC36)

(Herein represented by Sam Mabotja, in his/her capacity as District Municipal  
Manager of Waterberg District Municipality)

AND

**MODIMOLLE LOCAL MUNICIPALITY**

(Council Resolution)

(Demarcation Code LIM 365)

(Herein represented by Bambo N.S, in his capacity as Municipal Manager of  
Modimolle Local Municipality)



WHEREAS the Spatial Planning and Land Use Management Act, 16 of 2013 makes provision in section 34(2) for the establishment of a District Municipal Planning Tribunal to determine land development and land use applications;

AND WHEREAS the Parties have undertaken an assessment as contemplated in regulation 2 of the Regulations;

AND WHEREAS the Parties are desirous to conclude an agreement to establish a District Municipal Planning Tribunal to jointly consider and decide the land development and land use applications submitted to their respective municipalities;

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

##### 1. DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

In this Agreement, unless a contrary intention clearly appears:

##### 1.1 Words importing -

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.3 When any number of days is prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

1.4 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

1.4.1 "**commencement date**" means the date of publication of the notice referred to in clause 4.8 irrespective of the date of signature hereof;

1.4.2 "**notice**" means a written notice;

1.4.3 "**Parties**" mean the parties to this Agreement identified herein;



1.4.5 **"the Act"** means the Spatial Planning and Land Use Management Act, 16 of 2013 and the Regulations issued thereunder;

1.4.6 **"the Regulations"** means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

## 2. FUNDING

2.1 The Parties shall make provision in their respective budgets to jointly fund the cost of proceedings of the District Municipal Planning Tribunal, the remuneration of members appointed to it and any other necessary operational costs, on an annual basis.

2.2 There will be no transfer of funds between the parties.

2.3 Each Party shall be responsible to fund the extent of considering and deciding those categories of applications that shall be heard by the District Municipal Planning Tribunal.

2.4 All funding is subject to the approval of the municipal councils of the parties.

## 3. DURATION

3.1 The duration of the contract must be linked to the term of office of the Chairperson or be for the period of 3 years.

This Agreement commences on the 1 July 2015 and continues for a period of not less than 3 years.

3.2 This Agreement shall terminate –

(a) on the date that the term of office of the members of the Waterberg District Municipal Planning Tribunal expires as referred to in clause 4.7;

(c) when one of the parties terminates the Agreement by giving six months' notice of its intention to withdraw from this Agreement.

## 4. ESTABLISHMENT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL

### 4.1 Composition of the District Municipal Planning Tribunal

4.1.1 The District Municipal Planning Tribunal shall consist of at least 15 members made up as follows:

- (a) One official in the full-time service of Municipality 1;
- (b) One official in the full-time service of Municipality 2;
- (c) One official in the full-time service of Municipality 3;
- (d) One official in the full-time service of Municipality 4;
- (e) One official in the full-time service of Municipality 5;

Two handwritten signatures are present in the bottom right corner of the page. The top signature is in dark ink and appears to be 'JMS'. The bottom signature is in a lighter ink and appears to be 'BW' followed by a long horizontal stroke.

- (f) two persons registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
  - (g) two persons registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000;
  - (h) two persons registered as a chartered accountant with a recognized voluntary association or registered in terms of the Auditing Profession Act, 26 of 2005;
  - (i) two persons either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964; and
  - (j) an environmental assessment practitioner registered with a voluntary association;
  - (k) any other person who has knowledge and experience of spatial planning, land use management and land development or the law related thereto.
- 4.1.2 In addition to the criteria determined in sub clause 4.1.1 the persons referred to in paragraphs (c) to (g) must have knowledge and experience of spatial planning, land use management and land development or the law related thereto.
- 4.1.3 A District Municipal Planning Tribunal may designate at least the following members of the tribunal to hear, consider and decide a matter which comes before it:
- (a) An official from the municipality of which the application fall.
  - (b) One person registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
  - (c) One person registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000;
  - (d) One person registered as a chartered accountant with a recognized voluntary association or registered in terms of the Auditing Profession Act, 26 of 2005;
  - (e) One person either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964;
  - (f) an environmental assessment practitioner registered with a voluntary association; and
  - (g) any other person who has knowledge and experience of spatial planning, land use management and land development or the law related thereto.



**4.2 Invitations and nominations to serve on the District Municipal Planning Tribunal**

The District Municipality shall on behalf of the participating municipalities issue an invitation and a call for nominations for persons referred to in clause 4.1.1 (a) – (k) to serve on the District Municipal Planning Tribunal in the manner and form provided for in the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

**4.3 District evaluation panel**

- 4.3.1 The District Municipality and the participating municipalities shall constitute a District evaluation panel from employees in the full time service of the Parties to evaluate all nominations received, whether due to an invitation or call for nominations.
- 4.3.2 The District evaluation panel of the Parties shall evaluate all nominations received and make recommendations to the municipal councils of the Parties including a recommendation with regard to the chairperson and deputy chairperson for the District Municipal planning Tribunal.

**4.4 Appointment of members**

- 4.4.1 Each municipal council shall evaluate and approve the recommendations of the District evaluation panel referred to in clause 4.3.
- 4.4.2 The District Municipality shall on behalf of the participating municipalities appoint such persons who qualify for appointment as members of the District Municipal Planning Tribunal subject to all the terms and conditions of appointment to and serving on the District Municipal Planning Tribunal referred to in the Act and the Regulations.
- 4.4.2 The District Municipality shall on behalf of the participating municipalities inform the successful nominees of their appointment to the District Municipal Planning Tribunal.

**4.5 Officials in the full-time employ of the Parties to serve on District Municipal Planning Tribunal**

- 4.5.1 The Parties shall designate one official each to serve on the District Municipal Planning Tribunal and shall delegate the necessary authority to these officials.
- 4.5.2 The Parties shall review and amend the contracts of service of the officials designated to serve on the District Municipal Planning Tribunal.
- 4.5.3 Officials from the Provincial and national government will not be subject to any remuneration, whether it be for transport or whatever with respect to their performance of duties as members of the district municipal planning tribunal.


**4.6 Appointment of the chairperson and deputy chairperson**

4.6.1 The chairperson and the deputy chairperson of the District Municipal Planning Tribunal shall be appointed by the Parties from the ranks of the officials referred to in clause 4.1(a) to (f).

4.6.2 The term of office of the chairperson and the deputy chairperson shall be for a period of three years calculated from the commencement date of this Agreement.

**4.7 Term of office**

The term of office of members of the District Municipal Planning Tribunal shall be at least 3 (Three) years calculated from the commencement date of this Agreement.

**4.8 Publication of notice**

When the District Municipal Planning Tribunal is ready to commence operations, the Municipal Managers of the Parties, shall publish the notice referred to in section 37(4) of Act.

**5. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

5.1 The Parties shall, in accordance with the criteria determined in the Regulations, categorise land development and land use applications in a corresponding manner or shall adopt the categorization in the draft regulations.

5.2 The Parties shall refer such categories of applications determined by them to the District Municipal Planning Tribunal.

5.3 The District Municipal Planning Tribunal shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the by-laws of the Parties.

**6. SEAT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

6.1 The meetings of the District Municipal Planning Tribunal shall be held at the offices of the District Municipality. The District Municipality shall therefore be responsible for all administrative and logistical arrangement.

6.2 Where necessary the meetings of the Divisional Manager: Town Planning may be held at the offices of the participating municipality (inspection in loco's)


**7. SUBMISSION OF APPLICATIONS**

- 7.1 A land development and land use application referred to in clause 5,2 shall be submitted by an applicant to the municipality in whose municipal area the land to which the application relates, is located.
- 7.2 The municipality in whose municipal area the land to which the application relates, is located, shall undertake all the required public participation procedures, intergovernmental participation procedures and internal procedures.
- 7.3 The municipality shall refer the relevant category of application to the District Municipal Planning Tribunal for consideration. The designated municipal official shall lead the application with motivational report before the District Municipal Planning Tribunal.

**8. DESIGNATION OF MEMBERS TO CONSIDER AND DETERMINE AN APPLICATION**

- 8.1 On receipt of an application referred to in clause 7.3, the District Municipal Planning Tribunal shall evaluate the application and decide on the knowledge and skills required to consider and determine the application and designate the necessary members to so consider and determine that application, including the presiding officer.
- 8.2 The District Municipal Planning Tribunal shall nominate no less than three members to consider and decide an application.

**9. APPOINTMENT OF TECHNICAL AND OTHER ADVISERS**

- 9.1 The Parties shall establish and maintain-
- (a) a database of public sector technical and other advisers; and
  - (b) a database of private sector technical and other advisers.
- 9.2 The Parties shall before publication of the notice referred to in clause 4.8 –
- (a) in writing request the employer of an official or employee referred to in regulation 11(2)(a) to make that official or employee available on an *ad hoc* basis for technical and other support before that official or employee is placed on the database of public sector technical and other advisers; and
  - (b) publish an invitation in one newspaper circulating in the municipal areas of the Parties for persons referred to in regulation 11(2) to be registered on the database of private sector technical and other advisers and may determine conditions for incorporation into that database.
- 9.3 The chairperson shall appoint technical and other advisers to assist the District Municipal Planning Tribunal per application that it has to consider and determine, if necessary.



- 9.4 The chairperson shall first consider appointing an adviser from the database of public sector technical and other advisers and only if there is no such adviser available or no adviser available with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other advisers.
- 9.5 The municipality whose full-time service the chairperson is, is responsible to remunerate that technical or other adviser for services rendered to the District Municipal Planning Tribunal, if that adviser is not a public service official.

## **10 ASSETS**

- 10.1 The District Municipal Planning Tribunal shall not acquire any assets or incur liabilities and shall not employ any staff.
- 10.2 The parties shall jointly provide the necessary assets and designate staff to assist the District Municipal Planning Tribunal and are jointly responsible for any other operational requirements of the District Municipal Planning Tribunal.
- 10.3 Filing of the documents is the responsibility for the municipality which received the application or Waterberg District Municipality or both should file.

## **11. LIAISON BETWEEN THE PARTIES**

The Parties agree to liaise through the following persons or their successors, duly authorized by the Parties:

Modimolle Local Municipality :	The Municipal Manager Mr. N.S Bambo
Phone number :	(014) 718 2000
Fax number :	(014) 717 4077

## **12. DISPUTES**

- 12.1 Any dispute which arises between the Parties in connection with the interpretation of or giving effect to this Agreement shall be resolved amicably through consultation and negotiation.
- 12.2 Should a dispute remain unresolved, the provisions of the Intergovernmental Relations Framework Act, 13 of 2005 shall apply in the absence of specific dispute resolution measures prescribed by the Act.



**13. LIMITATION OF LIABILITY**

Notwithstanding anything contained in this Agreement, the liability of Municipality 1 shall be limited to –

- (a) an act or omission of the authorized official referred to in section 35(2) of the Act; and
- (b) an act or omission of a member of the District Municipal Planning Tribunal.

**14. ENTIRE AGREEMENT**

14.1.1 This Agreement constitutes the entire agreement and supersedes any and all previous agreements regarding this subject matter that may exist between the parties.

14.1.2 No representations, either verbal or written, made by either party during the tenure of this Agreement shall be of any force or effect unless agreed to by both parties, reduced to writing, and annexed hereto, as an addendum.

**15. NO WAIVER**

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement.

**16. NOTICES AND DOMICILIUM**

16.1. The parties choose as their *domicilia citandi et executandi* the following addresses:-

**THE WATERBERG DISTRICT MUNICIPALITY**

Physical Address : Harry Gwala Street, Modimolle, 0510

Postal Address : Private Bag X 1018, Modimolle, 0510

**MODIMOLLE LOCAL MUNICIPALITY**

Physical Address : Harry Gwala Street, Modimolle, 0510

Postal Address : Private Bag X 1008, Modimolle, 0510

Handwritten signature and initials, possibly 'Job' and 'A', in the bottom right corner of the page.

- 16.2 Either party hereto shall be entitled from time to time by written notice to the other party, to vary its *domicilium* to any other physical address.
- 16.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.
- 16.4 Any notice given by one party to the other "the addressee" which –
- (a) is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - (b) is posted by prepaid registered post from an address to the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the day after the date of posting;

**17. AUTHORITY**


The Parties confirm that they have the necessary authorisation to sign this Agreement on behalf of the applicable Party.

**18. SIGNATURES:**

THUS DONE AND SIGNED BY MODIMOLLE LOCAL MUNICIPALITY AT

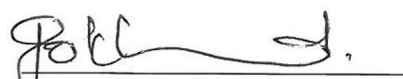
MODIMOLLE ON THIS 18 DAY OF NOVEMBER 2015.

MODIMOLLE LOCAL MUNICIPALITY:

  
SIGNATURE

N. S. Bambo  
FULL NAME OF SIGNATORY

WITNESS:

  
SIGNATURE

XAVIER MORHANDA.  
FULL NAME OF SIGNATORY

**SCHEDULE 5****Standard Categories of Land Development and Land Use Applications****(1) Category 1 Applications are –**

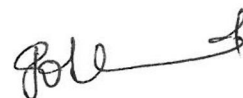
- (a) the establishment of a township or the extension of the boundaries of a township;
- (b) the amendment of an existing scheme or land use scheme by the rezoning of land;
- (c) subject to sub item (3), the removal, amendment or suspension of a restrictive or obsolete condition, servitude or reservation registered against the title of the land;
- (d) the amendment or cancellation in whole or in part of a general plan of a township;
- (e) the subdivision and consolidation of any land other than a subdivision and consolidation which is provided for as a Category 2 application;
- (f) permanent closure of any public place;
- (g) any consent or approval required in terms of a condition of title, a condition of establishment of a township or condition of an existing scheme or land use scheme;
- (h) any consent or approval provided for in any law referred to in sub item (3).

**(2) Category 2 Applications are:**

- (a) the subdivision of any land where such subdivision is expressly provided for in a land use scheme;
- (b) the consolidation of any land;
- (c) the simultaneous subdivision, under circumstances contemplated in paragraph (a) and consolidation of land;
- (d) the consent of the municipality for any land use purpose or departure or deviation in terms of a land use scheme or existing scheme which does not constitute a land development application;
- (e) the removal, amendment or suspension of a restrictive title condition relating to the density of residential development on a specific erf where the residential density is regulated by a land use scheme in operation.

**(3) A consent or approval referred to in sub item (1)(c) only applies in respect of a condition that was imposed in terms of:**

- (a) The Agricultural Holdings (Transvaal) Registration Act, 22 of 1919;



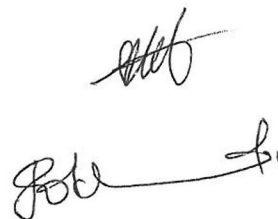
- (b) the Removal of Restrictions Act, Act 84 of 1967 or a provincial Act with similar provisions;
- (c) the Less Formal Township Establishment Act, Act 113 of 1991;
- (d) the Black Communities Development Act, Act 4 of 1984;
- (e) Physical Planning Act, Act 125 of 1991;
- (f) the Development Facilitation Act, 67 of 1995; or
- (g) any applicable town planning and townships ordinance.

**(4) The division of functions between an authorised official and a Municipal Planning Tribunal can be made as follows:**

- (a) All category 1 applications and all opposed category 2 applications must be referred to the Municipal Planning Tribunal.
- (b) All category 2 applications that are not opposed must be considered and determined by the authorised official.

**(5) For the purposes of this Schedule –**

- (a) "consent" means a land use right that may be obtained by way of consent from the municipality and is specified as such in the land use scheme;
- (b) "consolidation" means the joining of two or more pieces of land into a single entity; and
- (c) "subdivision" means the division of a piece of land into two or more portions.



**LOCAL AUTHORITY NOTICE 20 OF 2016**  
**AGREEMENT ON THE MODALITIES**  
**FOR THE ESTABLISHMENT OF THE INTERIM DISTRICT MUNICIPAL PLANNING**  
**TRIBUNAL**

Concluded by and amongst:

WATERBERG DISTRICT MUNICIPALITY

(Council Resolution)

(Demarcation Code DC36)

(Herein represented by Sam Mabotja, in his capacity as District Municipal Manager of  
Waterberg District Municipality)

AND

MOGALAKWENA LOCAL MUNICIPALITY

(Council Resolution)

(Demarcation Code LIM 367)

(Herein represented by Peter Makondo, in his capacity as Acting Municipal Manager of  
Mogalakwena Local Municipality)

AND

LEPHALALE LOCAL MUNICIPALITY

(Council Resolution)

(Demarcation Code LIM 362)

(Herein represented by Edith Tukakgomo, in her capacity as Acting Municipal Manager  
of Lephalale Local Municipality)

AND



## BELA-BELA LOCAL MUNICIPALITY

(Council Resolution No)

(Demarcation LIM 366)

(Herein represented by Morris Maluleka, in his capacity as Municipal Manager of Bela-Bela Local Municipality)

AND

## THABAZIMBI LOCAL MUNICIPALITY

(Council Resolution No)

(Demarcation Code: LIM 361)

(Herein represented by CG Booysen, in his capacity as Acting Municipal Manager of Thabazimbi Local Municipality)

AND

## MOOKGOPHONG LOCAL MUNICIPALITY

(Council Resolution No)

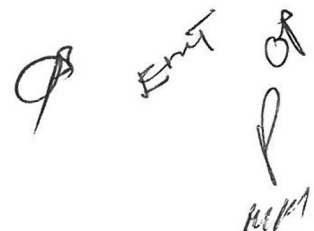
(Demarcation Code 364)

(Herein represented by Phineas Sebola, in his capacity as Municipal Manager of Mookgophong Local Municipality)

WHEREAS the Spatial Planning and Land Use Management Act, 16 of 2013 makes provision in section 34(2) for the establishment of a District Municipal Planning Tribunal to determine land development and land use applications;

AND WHEREAS the Parties have undertaken an assessment as contemplated in regulation 2 of the Regulations;

AND WHEREAS the Parties are desirous to conclude an agreement to establish a District Municipal Planning Tribunal to jointly consider and decide the land development and land use applications submitted to their respective municipalities;

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**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:****1. DEFINITIONS AND INTERPRETATION**

The headings of the clauses in this Agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

In this Agreement, unless a contrary intention clearly appears:

1.1 Words importing -

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.3 When any number of days is prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

1.4 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

1.4.1 **"commencement date"** means the date of publication of the notice referred to in clause 4.8 irrespective of the date of signature hereof;

1.4.2 **"notice"** means a written notice;

1.4.3 **"Parties"** mean the parties to this Agreement identified herein;

1.4.5 **"the Act"** means the Spatial Planning and Land Use Management Act, 16 of 2013 and the Regulations issued thereunder;

1.4.6 **"the Regulations"** means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

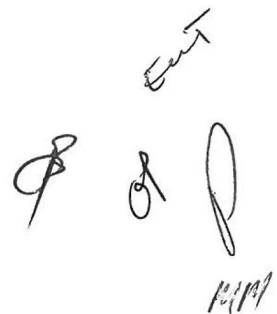
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## 2. FUNDING

- 2.1 The Parties shall make provision in their respective budgets to jointly fund the cost of proceedings of the District Municipal Planning Tribunal, the remuneration of members appointed to it and any other necessary operational costs, on an annual basis.
- 2.2 There will be no transfer of funds between the parties.
- 2.3 Each Party shall be responsible to fund the extent of considering and deciding those categories of applications that shall be heard by the District Municipal Planning Tribunal.
- 2.4 All funding is subject to the approval of the municipal councils of the parties.

## 3. DURATION

- 3.1 This Agreement commences on the 01 July 2015 and continues for a period of not less than 2 years.
- 3.2 This Agreement shall terminate –
  - (a) on the date that the term of office of the members of the Waterberg District Municipal Planning Tribunal expires as referred to in clause 4.7;
  - (c) when one of the parties terminates the Agreement by giving six months' notice of its intention to withdraw from this Agreement.



#### **4. ESTABLISHMENT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

##### **4.1 Composition of the District Municipal Planning Tribunal**

4.1.1 The District Municipal Planning Tribunal shall consist of at least 15 members made up as follows:

- (a) One official in the full-time service of Municipality 1;
- (b) One official in the full-time service of Municipality 2;
- (c) One official in the full-time service of Municipality 3;
- (d) One official in the full-time service of Municipality 4;
- (e) One official in the full-time service of Municipality 5;
- (f) two persons registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
- (g) two persons registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000;
- (h) two persons registered as a chartered accountant with a recognized voluntary association or registered in terms of the Auditing Profession Act, 26 of 2005;
- (i) two persons either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964; and
- (j) an environmental assessment practitioner registered with a voluntary association;
- (k) any other person who has knowledge and experience of spatial planning, land use management and land development or the law related thereto.

4.1.2 In addition to the criteria determined in sub clause 4.1.1 the persons referred to in paragraphs (c) to (g) must have knowledge and experience of spatial planning, land use management and land development or the law related thereto.

4.1.3 A District Municipal Planning Tribunal may designate at least the following members of the tribunal to hear, consider and decide a matter which comes before it:

- (a) An official from the municipality of which the application fall.
- (b) One person registered as a professional with the South African Council for the Planning Profession in terms of the Planning Profession Act, 36 of 2002;
- (c) One person registered as a professional with the Engineering Council of South Africa in terms of the Engineering Profession Act, 46 of 2000;
- (d) One person registered as a chartered accountant with a recognized voluntary association or registered in terms of the Auditing Profession Act, 26 of 2005;

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- (e) One person either admitted as an attorney in terms of the Attorneys Act, 53 of 1979 or admitted as advocate of the Supreme Court in terms of the Admission of Advocates Act, 74 of 1964;
- (f) an environmental assessment practitioner registered with a voluntary association; and
- (g) any other person who has knowledge and experience of spatial planning, land use management and land development or the law related thereto.

#### **4.2 Invitations and nominations to serve on the District Municipal Planning Tribunal**

The District Municipality shall on behalf of the participating municipalities issue an invitation and a call for nominations for persons referred to in clause 4.1.1(a) – (k) to serve on the District Municipal Planning Tribunal in the manner and form provided for in the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015.

#### **4.3 District evaluation panel**

4.3.1 The District Municipality and the participating municipalities shall constitute a District evaluation panel from employees in the full time service of the Parties to evaluate all nominations received, whether due to an invitation or call for nominations.

4.3.2 The District evaluation panel of the Parties shall evaluate all nominations received and make recommendations to the municipal councils of the Parties including a recommendation with regard to the chairperson and deputy chairperson for the District Municipal planning Tribunal.

#### **4.4 Appointment of members**

4.4.1 Each municipal council shall evaluate and approve the recommendations of the District evaluation panel referred to in clause 4.3.

4.4.2 The District Municipality shall on behalf of the participating municipalities appoint such persons who qualify for appointment as members of the District Municipal Planning Tribunal subject to all the terms and conditions of appointment to and serving on the District Municipal Planning Tribunal referred to in the Act and the Regulations.

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4.4.2 The District Municipality shall on behalf of the participating municipalities inform the successful nominees of their appointment to the District Municipal Planning Tribunal.

**4.5 Officials in the full-time employ of the Parties to serve on District Municipal Planning Tribunal**

4.5.1 The Parties shall designate one official each to serve on the District Municipal Planning Tribunal and shall delegate the necessary authority to these officials.

4.5.2 The Parties shall review and amend the contracts of service of the officials designated to serve on the District Municipal Planning Tribunal.

4.5.3 Officials from the Provincial and national government will not be subject to any remuneration, whether it be for transport or whatever with respect to their performance of duties as members of the district municipal planning tribunal.

**4.6 Appointment of the chairperson and deputy chairperson**

4.6.1 The chairperson and the deputy chairperson of the District Municipal Planning Tribunal shall be appointed by the Parties from the ranks of the officials referred to in clause 4.1(a) to (f).

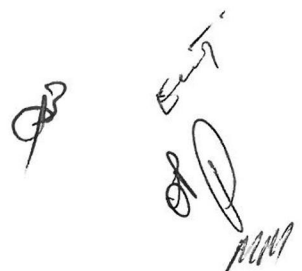
4.6.2 The term of office of the chairperson and the deputy chairperson shall be for a period of three years calculated from the commencement date of this Agreement.

**4.7 Term of office**

The term of office of members of the District Municipal Planning Tribunal shall be at least 3 (Three) years calculated from the commencement date of this Agreement.

**4.8 Publication of notice**

When the District Municipal Planning Tribunal is ready to commence operations, the Municipal Managers of the Parties, shall publish the notice referred to in section 37(4) of Act.

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**5. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

- 5.1 The Parties shall, in accordance with the criteria determined in the Regulations, categorise land development and land use applications in a corresponding manner or shall adopt the categorization in the draft regulations.
- 5.2 The Parties shall refer such categories of applications determined by them to the District Municipal Planning Tribunal.
- 5.3 The District Municipal Planning Tribunal shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the by-laws of the Parties.

**6. SEAT OF THE DISTRICT MUNICIPAL PLANNING TRIBUNAL**

- 6.1 The meetings of the District Municipal Planning Tribunal shall be held at the offices of the District Municipality. The District Municipality shall therefore be responsible for all administrative and logistical arrangement.

**7. SUBMISSION OF APPLICATIONS**

- 7.1 A land development and land use application referred to in clause 5,2 shall be submitted by an applicant to the municipality in whose municipal area the land to which the application relates, is located.
- 7.2 The municipality in whose municipal area the land to which the application relates, is located, shall undertake all the required public participation procedures, intergovernmental participation procedures and internal procedures.
- 7.3 The municipality shall refer the relevant category of application to the District Municipal Planning Tribunal for consideration. The designated municipal official shall lead the application with motivational report before the District Municipal Planning Tribunal.

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## **8. DESIGNATION OF MEMBERS TO CONSIDER AND DETERMINE AN APPLICATION**

- 8.1 On receipt of an application referred to in clause 7.3, the District Municipal Planning Tribunal shall evaluate the application and decide on the knowledge and skills required to consider and determine the application and designate the necessary members to so consider and determine that application, including the presiding officer.
- 8.2 The District Municipal Planning Tribunal shall nominate no less than three members to consider and decide an application.

## **9. APPOINTMENT OF TECHNICAL AND OTHER ADVISERS**

- 9.1 The Parties shall establish and maintain-
- (a) a database of public sector technical and other advisers; and
  - (b) a database of private sector technical and other advisers.
- 9.2 The Parties shall before publication of the notice referred to in clause 4.8 –
- (a) in writing request the employer of an official or employee referred to in regulation 11(2)(a) to make that official or employee available on an *ad hoc* basis for technical and other support before that official or employee is placed on the database of public sector technical and other advisers; and
  - (b) publish an invitation in one newspaper circulating in the municipal areas of the Parties for persons referred to in regulation 11(2) to be registered on the database of private sector technical and other advisers and may determine conditions for incorporation into that database.
- 9.3 The chairperson shall appoint technical and other advisers to assist the District Municipal Planning Tribunal per application that it has to consider and determine, if necessary.

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- 9.4 The chairperson shall first consider appointing an adviser from the database of public sector technical and other advisers and only if there is no such adviser available or no adviser available with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other advisers.
- 9.5 The municipality in whose full-time service the chairperson is, is responsible to remunerate that technical or other adviser for services rendered to the District Municipal Planning Tribunal, if that adviser is not a public service official.

## 10 ASSETS

- 10.1 The District Municipal Planning Tribunal shall not acquire any assets or incur liabilities and shall not employ any staff.
- 10.2 The parties shall jointly provide the necessary assets and designate staff to assist the District Municipal Planning Tribunal and are jointly responsible for any other operational requirements of the District Municipal Planning Tribunal.

## 11. LIAISON BETWEEN THE PARTIES

The Parties agree to liaise through the following persons or their successors, duly authorized by the Parties:

Mogalakwena Local Municipality: The Acting Municipal Manager MR. Peter Makondo

Phone number: 015 491 9604

Fax number: 015 491 4755

Lephalale Local Municipality: The Acting Municipal Manager MS Edith Tukakgomo

Phone number: 014 763 2193

Fax number: 014 763 5662

Bela-Bela Local Municipality: The Municipal Manager MR. Morris Maluleka

Phone number: 014 736 8000

Fax number: 014 736 3288

Thabazimbi Local Municipality: The Acting Municipal Manager MR. CG Booysen

Phone number: 014 777 1525

Fax number: 014 777 1531

Mookgophong Local Municipality: The Municipal Manager MR. Phineas Sebola

Phone number: 014 743 6600

Fax number: 014 743 2434

## 12. DISPUTES

- 12.1 Any dispute which arises between the Parties in connection with the interpretation of or giving effect to this Agreement shall be resolved amicably through consultation and negotiation.
- 12.2 Should a dispute remain unresolved, the provisions of the Intergovernmental Relations Framework Act, 13 of 2005 shall apply in the absence of specific dispute resolution measures prescribed by the Act.

## 13. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement, the liability of Municipality 1 shall be limited to –

- (a) an act or omission of the authorised official referred to in section 35(2) of the Act; and
- (b) an act or omission of a member of the District Municipal Planning Tribunal.

## 14. ENTIRE AGREEMENT

- 14.1.1 This Agreement constitutes the entire agreement and supersedes any and all previous agreements regarding this subject matter that may exist between the parties.
- 14.1.2 No representations, either verbal or written, made by either party during the tenure of this Agreement shall be of any force or effect unless agreed to by both parties, reduced to writing, and annexed hereto, as an addendum.

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## 15. NO WAIVER

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement.

## 16. NOTICES AND DOMICILIUM

16.1. The parties choose as their *domicilia citandi et executandi* the following addresses:-

### THE WATERBERG DISTRICT MUNICIPALITY

Physical Address: Harry Gwala Street, Modimolle, 0510

Postal Address: Private Bag X 1018, Modimolle, 0510

### MOGALAKWENA LOCAL MUNICIPALITY

Physical Address: 54 Retief Street, Mokopane, 0600

Postal Address: P.O.Box 34 Mokopane, 0600

### LEPHALELE LOCAL MUNICIPALITY

Physical Address: Civic Center Onverwacht Cnr Joe Slovo | Douwater Road

Postal Address: Private Bag X 136, Lephalale, 0555

### THABAZIMBI LOCAL MUNICIPALITY

Physical Address: 7 Rietbok Street, Thabazimbi, 0380

Postal Address: Private Bag X 530, Thabazimbi, 0380

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**MOOKGOPHONG LOCAL MUNICIPALITY**

Physical Address: Cnr Nelson Mandela Drive & 6th Street  
Mookgophong  
0560

Postal Address: Private Bag X 340, Mookgophong, 0560

- 16.2 Either party hereto shall be entitled from time to time by written notice to the other party, to vary its *domicilium* to any other physical address.
- 16.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.
- 16.4 Any notice given by one party to the other "the addressee" which –
- (a) is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - (b) is posted by prepaid registered post from an address to the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the day after the date of posting;

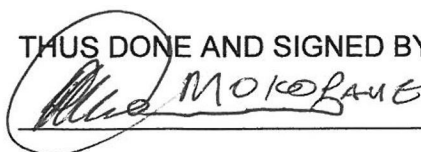
**17. AUTHORITY**

The Parties confirm that they have the necessary authorisation to sign this Agreement on behalf of the applicable Party.



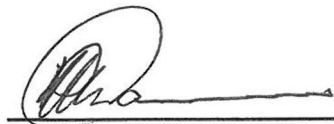
**18. SIGNATURES**

THUS DONE AND SIGNED BY MOGALAKWENA LOCAL MUNICIPALITY AT

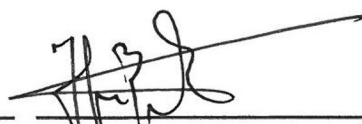
 ON THIS 29<sup>th</sup> DAY OF June 2015.

MOGALAKWENA LOCAL MUNICIPALITY

WITNESS



SIGNATURE

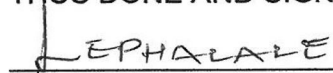


SIGNATURE

FULL NAME OF SIGNATORY

FULL NAME OF SIGNATORY

THUS DONE AND SIGNED BY LEPHALALE LOCAL MUNICIPALITY AT

 ON THIS 30<sup>th</sup> DAY OF JUNE 2015.

LEPHALALE LOCAL MUNICIPALITY

WITNESS



SIGNATURE



SIGNATURE

FULL NAME OF SIGNATORY

FULL NAME OF SIGNATORY



THUS DONE AND SIGNED BY BELA-BELA LOCAL MUNICIPALITY AT

Bela Bela ON THIS 26 DAY OF June 2015.

BELA-BELA LOCAL MUNICIPALITY

WITNESS



SIGNATURE



SIGNATURE

\_\_\_\_\_  
FULL NAME OF SIGNATORY

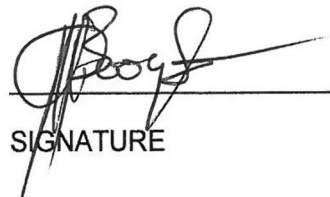
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FULL NAME OF SIGNATORY

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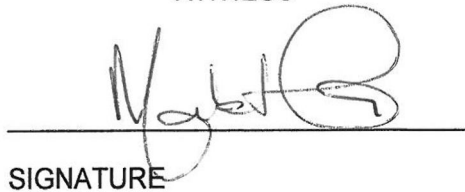
THABAZIMBI ON THIS 30<sup>th</sup> DAY OF JUNE 2015.

THABAZIMBI LOCAL MUNICIPALITY

WITNESS



SIGNATURE



SIGNATURE


BOOYSEN CORNELIUS GOPALANG

FULL NAME OF SIGNATORY

MABITSELA MCLATELO STEPHINA


FULL NAME OF SIGNATORY

THUS DONE AND SIGNED BY MOOKGOPHONG LOCAL MUNICIPALITY AT

*Mookgophong*  ON THIS 30 DAY OF June 2015.

MOOKGOPHONG LOCAL MUNICIPALITY

WITNESS

  
SIGNATURE

SIGNATURE

\_\_\_\_\_  
FULL NAME OF SIGNATORY

\_\_\_\_\_  
FULL NAME OF SIGNATORY

   
mn

**SCHEDULE 5****Standard Categories of Land Development and Land Use Applications**

- (1) Category 1 Applications are -
- (a) the establishment of a township or the extension of the boundaries of a township;
  - (b) the amendment of an existing scheme or land use scheme by the rezoning of land;
  - (c) subject to sub item (3), the removal, amendment or suspension of a restrictive or obsolete condition, servitude or reservation registered against the title of the land;
  - (d) the amendment or cancellation in whole or in part of a general plan of a township;
  - (e) the subdivision and consolidation of any land other than a subdivision and consolidation which is provided for as a Category 2 application;
  - (f) permanent closure of any public place;
  - (g) any consent or approval required in terms of a condition of title, a condition of establishment of a township or condition of an existing scheme or land use scheme;
  - (h) any consent or approval provided for in any law referred to in sub item (3).

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- (2) Category 2 Applications are:
- (a) the subdivision of any land where such subdivision is expressly provided for in a land use scheme;
  - (b) the consolidation of any land;
  - (c) the simultaneous subdivision, under circumstances contemplated in paragraph (a) and consolidation of land;
  - (d) the consent of the municipality for any land use purpose or departure or deviation in terms of a land use scheme or existing scheme which does not constitute a land development application;
  - (e) the removal, amendment or suspension of a restrictive title condition relating to the density of residential development on a specific erf where the residential density is regulated by a land use scheme in operation.
- (3) A consent or approval referred to in sub item (1)(c) only applies in respect of a condition that was imposed in terms of:
- (a) The Agricultural Holdings (Transvaal) Registration Act, 22 of 1919;
  - (b) the Removal of Restrictions Act, Act 84 of 1967 or a provincial Act with similar provisions;
  - (c) the Less Formal Township Establishment Act, Act 113 of 1991;
  - (d) the Black Communities Development Act, Act 4 of 1984;
  - (e) Physical Planning Act, Act 125 of 1991;
  - (f) the Development Facilitation Act, 67 of 1995; or
  - (g) any applicable town planning and townships ordinance.
- (4) The division of functions between an authorised official and a Municipal Planning Tribunal can be made as follows:
- (a) All category 1 applications and all opposed category 2 applications must be referred to the Municipal Planning Tribunal.
  - (b) All category 2 applications that are not opposed must be considered and determined by the authorised official.

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(5) For the purposes of this Schedule -

- (a) "consent" means a land use right that may be obtained by way of consent from the municipality and is specified as such in the land use scheme;
- (b) "consolidation" means the joining of two or more pieces of land into a single entity; and
- (c) "subdivision" means the division of a piece of land into two or more portions.

Handwritten signature and date '17'.



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