



KWAZULU-NATAL PROVINCE
KWAZULU-NATAL PROVINSIE
ISIFUNDAZWE SAKWAZULU-NATALI

Provincial Gazette • Provinsiale Koerant • Igazethi Yesifundazwe

*(Registered at the post office as a newspaper) • (As 'n nuusblad by die poskantoor geregistreer)
(Irejistiwee njengephephandaba eposihhovisi)*

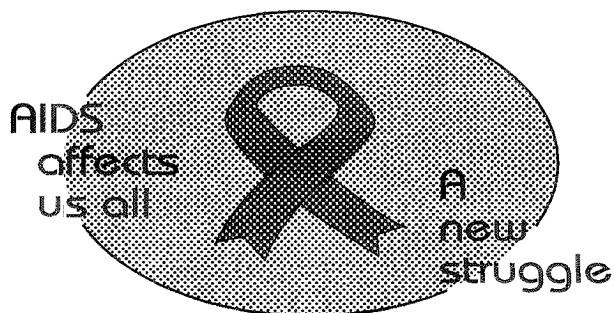
Vol. 7

PIETERMARITZBURG,

8 AUGUST 2013
8 AUGUSTUS 2013
8 kuNCWABA 2013

No. 1002

We all have the power to prevent AIDS



**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

Prevention is the cure

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



IMPORTANT NOTICE

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

*No.**Ikhasi***PROVINCIAL NOTICE**

130 Housing Act (107/1997) and Expropriation Act (63/1975): KwaDukuza Municipality: Notice of expropriation..... 3

IMPORTANT NOTICE

The
KwaZulu-Natal Provincial Gazette Function
will be transferred to the
Government Printer in Pretoria
as from 26 April 2007

NEW PARTICULARS ARE AS FOLLOWS:

Physical address:

Government Printing Works
149 Bosman Street
Pretoria

Postal address:

Private Bag X85
Pretoria
0001

New contact persons: Gladys Shaku Tel.: (012) 334-4673
Mrs H. Wolmarans Tel.: (012) 334-4591

Fax number: (012) 323-8805

E-mail addresses: Gladys.Shaku@gpw.gov.za
Hester.Wolmarans@gpw.gov.za

Contact persons for subscribers:

Mrs J. Wehmeyer Tel.: (012) 334-4734
Tel.: (012) 334-4753
Fax.: (012) 323-9574

This phase-in period is to commence from **26 April 2007**, which is the closing date for all adverts to be received for the publication date of **3 May 2007**.

Subscribers and all other stakeholders are advised to send their advertisements directly to the **Government Printing Works**, one week (five working days) before the date of printing, which will be a Thursday.

Payment:

- (i) Departments/Municipalities: Notices must be accompanied by an order and official letterhead, including financial codes, contact person and address of Department.
- (ii) Private persons: Must pay in advance before printing.

Advertising Manager

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 **R 257.15**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

**TAKE NOTE OF
THE NEW TARIFFS
WHICH ARE
APPLICABLE
FROM THE 1ST OF
MAY 2013**

$\frac{1}{2}$ page **R 514.30**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

$\frac{3}{4}$ page **R 771.45**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

Full page **R 1 028,50**

Letter Type: Arial Size: 10

Line Spacing: At:
Exactly 11pt

SUBSCRIPTION: R 212,00 PER YEAR / R 1 028,50 PER PAGE = 25CM



REPUBLIC
OF
SOUTH AFRICA

LIST OF FIXED TARIFF RATES AND CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES
IN THE *KwaZulu-Natal PROVINCE*
PROVINCIAL GAZETTE

COMMENCEMENT: 1 MAY 2013

CONDITIONS FOR PUBLICATION OF NOTICES

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

1. (1) The *KwaZulu-Natal Provincial Gazette* is published every week on Thursday, and the closing time for the acceptance of notices which have to appear in the *KwaZulu-Natal Provincial Gazette* on any particular Thursday, is **15:00 one week prior to the publication date**. Should any Thursday coincide with a public holiday, the publication date remains unchanged. However, the closing date for acceptance of advertisements moves backwards accordingly, in order to allow for 5 working days prior to the publication date.
- (2) The date for the publication of an **Extraordinary** *KwaZulu-Natal Province Provincial Gazette* is negotiable.
2. (1) Notices received **after closing time** will be held over for publication in the next *KwaZulu-Natal Provincial Gazette*.
- (2) Amendments or changes in notices cannot be undertaken unless instructions are received **before 10:00 on Fridays**.
- (3) Notices for publication or amendments of original copy can not be accepted over the telephone and must be brought about by letter, by fax or by hand. The Government Printer will not be liable for any amendments done erroneously.
- (4) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 2(2).

APPROVAL OF NOTICES (This only applies to Private Companies)

3. In the event where a cheque, submitted by an advertiser to the Government Printer as payment, is dishonoured, then the Government Printer reserves the right to refuse such client further access to the *KwaZulu-Natal Provincial Gazette* until any outstanding debts to the Government Printer is settled in full.

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

4. The Government Printer will assume no liability in respect of—
 - (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

- (3) any editing, revision, omission, typographical errors, amendments to copies or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

5. 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

6. Notices must be typed on one side of the paper only and may not constitute part of any covering letter or document.

7. At the top of any copy, and set well apart from the notice, the following must be stated:

Where applicable

- (1) The heading under which the notice is to appear.
(2) The cost of publication applicable to the notice, in accordance with the "Word Count Table".

PAYMENT OF COST (This only applies to Private Companies)

9. **With effect from 26 April 2007 no notice will be accepted for publication unless the cost of the insertion(s) is prepaid in CASH or by CHEQUE or POSTAL ORDERS. It can be arranged that money can be paid into the banking account of the Government Printer, in which case the deposit slip accompanies the advertisement before publication thereof.**
10. (1) The cost of a notice must be calculated by the advertiser in accordance with the word count table.
(2) 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 **Advertising Section, Government Printing Works, Private Bag X85, Pretoria, 0001 [Fax: (012) 323-8805], before publication.**
11. 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 difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or by cheque or postal orders, or into the banking account.

12. *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.*
13. 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

14. **Copies of the *KwaZulu-Natal 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 *KwaZulu-Natal Provincial Gazette(s)* or for any delay in despatching it/them.

GOVERNMENT PRINTERS BANK ACCOUNT PARTICULARS

Bank:	ABSA
	BOSMAN STREET
Account No.:	4057114016
Branch code:	632-005
Reference No.:	00000006
Fax No.:	(012) 323 8805

Enquiries:

Mrs. L. Fourie	Tel.: (012) 334-4686
Mrs. H. Wolmarans	Tel.: (012) 334-4591

PROVINCIAL NOTICE

The following notices are published for general information.

Onderstaande kennisgewings word vir algemene inligting gepubliseer.

300 Langalibalele Street
Pietermaritzburg
8 August 2013

MR N.V.E. NGIDI
Director-General

Langalibalelestraat 300
Pietermaritzburg
8 Augustus 2013

MNR. N.V.E. NGIDI
Direkteur-generaal

Izaziso ezilandelayo zikhishelwe ulwazi lukawonkewonke.

300 Langalibalele Street
Pietermaritzburg
8 kuNcwaba 2013

MNU. N.V.E. NGIDI
Umqondisi-Jikelele

No. 130

8 August 2013



NOTICE OF EXPROPRIATION

Issued by the Kwa-Dukuza Municipality (hereinafter referred to as "the Municipality") in terms of the Housing Act No 107 of 1997, as amended (hereinafter referred to as "the Housing Act") and the Expropriation Act, No 63 of 1975, as amended (hereinafter referred to as "the Expropriation Act"). To the Owner(s) (within the meaning of that term as defined in Section 1 of the Expropriation Act) of the properties (all of Shakaville, Registration FU, Province of KwaZulu-Natal) described in the schedule appended hereto, and which expression includes, but is not limited to, the Trustee or Liquidator in the insolvent estate of the owner, the executor in the estate of a deceased owner, or if the owner of the property is under legal disability, his/her legal representative and includes the authorised representative of the owner in the Republic of South Africa.

AND TO: All other persons claiming any right to or interest in the properties (all of Shakaville, Registration FU, Province of KwaZulu-Natal) described in the schedule hereto, whether by virtue of registration or otherwise, and particularly any lessee, buyer or builder contemplated in terms of Section 9(1)(d) of the Expropriation Act.

Expropriation of Land and Servitude Rights

1. PLEASE TAKE NOTE that the Municipality, in terms of the powers vested in it by Section 156(1)(b) of the Constitution of the Republic of South Africa, 1996, Section 9(3)(a) of the Housing Act read with and in terms of Sections 1, 6 to 15 and 18 to 23 of the Expropriation Act and in terms of the powers vested in it in terms of the provisions of Section 190(1) of the Local Authorities Ordinance Number 25 of 1974, hereby expropriates, for public purposes in general with the specific purpose of providing and delivering housing, the land and/or right(s) described in the schedule hereto together with all improvements.

2. The date of expropriation will be 16 August 2013, from which date ownership of the said land will pass to the Municipality and/or the said rights will vest in the Municipality

3. The date on which the Municipality will take possession of the said land will be 16 August 2013 or such other date as may be agreed upon between the Owner(s) and the Municipality in terms of Section 8(3) of the Expropriation Act, or a date determined in terms of the provisions of Section 8(5) of the Expropriation Act, as the case may be.

4. Where land is expropriated, with effect from the date of possession of the land by the Municipality, but not before such date, the Owner(s) will be relieved of the obligation to take care of and maintain the land and to pay taxes and other charges thereon, and will no longer be entitled to the use of any income from the land

5. Your attention is directed to the provisions of Sections 9(1), 12(3)(a)(ii), 12(4) and 13(3) of the Expropriation Act, which read as follows:

"9. Duties of owner of property expropriated or which is to be used by (the Municipality) –

(1) An owner whose property has been expropriated in terms of this Act will, within sixty days from the date of notice....., deliver or cause to be delivered to the (Municipality) a written statement indicating-

(a) if any compensation was in the notice of expropriation offered for such property, whether or not he/she accepts the compensation and, if he/she does not accept it, the amount claimed by him/her as compensation and how much of that amount represents each of the respective amounts contemplated in Sections 12(1)(a)(i) and (ii) or (b) and full particulars as to how such amounts are made up;

(b) if no such compensation was so offered, the amount claimed as compensation by him/her and how much of the amount represents each of the respective amounts contemplated in section 12(1)(a)(i) and (ii) or (b) and full particulars as to how such amounts are made up;

(c) if the property expropriated is land and any amount is claimed in terms of paragraph (a) or (b), full particulars of all improvements thereon which, in the opinion of the owner, affect the values of such land;

- (d) if the property being expropriated is land;
- (i) which, prior to the date of notice, was leased as a whole or in part by unregistered lease, the name and writing or full particulars of the lease, the name and address of the lessee, and accompanied by the lease or a certified copy hereof, if it is not in writing;
 - (ii) which, prior to the date of notice, was sold by the owner, the name and address of the buyer, and accompanied by the contract of purchase and sale or a certified copy thereof;
 - (ii) on which building has been erected which is subject to a builder's lien by virtue of a written building contract, the name and address of the builder, and accompanied by the building contract or a certified copy thereof.

(e) the address to or at which the owner desires that further documents in connection with the expropriation may be posted or delivered or tendered. Provided that the (Municipality) may at (its) discretion extend the said period of sixty days, and that, if the owner requests the (Municipality) in writing within thirty days as from the date of notice to extend the said period of sixty days, the (Municipality) shall extend such period by a further sixty days."

"12. Basis on which compensation is to be determined:

(1)

(2)

(3) (a) Interest at the standard interest rate determined in terms of Section 28(1) of the Exchequer and Audit Act, 1975 (Act No 56 of 1975), will, subject to the provisions of subsection (4), be payable from the date on which the Municipality takes possession of the property in question in terms of Section 8(3) or (5) on any outstanding portion of the amount of compensation payable in accordance with subsection (1):

Provided that:

(i)

(ii) If the owner fails to comply with the provisions of Section 9(1) within the appropriate period referred to in the said section, the amount so payable shall, during the period of such failure and for the purpose of the payment of interest, be deemed not to be an outstanding amount.

(4) If the owner of the property which has been expropriated occupies or utilised any portion thereof, no interest shall, in respect of the period during which he so occupies or utilises it, be paid in terms of subsection (3) on so much of the outstanding amount as, in the opinion of the (Municipality), relates to the property so occupied or utilised."

"13. Payment of compensation in respect of rights of unregistered leases in respect of property expropriated:

(3) If the owner of expropriated property fails to comply with all the provisions of Section 9(1)(d)(1) and the Municipality did not, prior to the payment of any compensation money to the owner, become aware of the existence of the lease in respect of such property the Municipality shall not be obliged to pay compensation to the lessee concerned in respect of the termination of his rights, but such owner shall be liable to any such lessee for damages sustained by him in consequence of the termination of his rights."

6. Your attention is directed to the provisions of Section 20 of the Expropriation Act, which reads as follows:

"20. Payment of certain taxes and other moneys out of compensation monies –

(1) If any land which has been expropriated is situated within the area of jurisdiction of a local authority, such local authority shall, upon receipt or publication of a relevant notice in terms of section 7, forthwith inform the Municipality in writing of any outstanding tax or other moneys in respect of the payment of which the production of a receipt or certificate is in terms of any law prerequisite for the passing of a transfer of such land by a registrar of deeds.

(2) The Municipality may utilise so much of the compensation money in question as is necessary for the payment on behalf of the owner of such land of any tax or other moneys mentioned in subsection (1)."

7. If the title deed to the land is not in the possession or under the control of the Owner(s), you are further requested in terms of Section 9(3)(a) of the Expropriation Act to provide, within sixty days of the date of this notice, written particulars of the name and address of the person in whose possession or under whose control it is.

8. All responses in terms of this notice of expropriation must be addressed to the Municipal Manager at the address indicated hereunder.

Schedule of Properties: Notice of Expropriation in terms of the Housing Act, No 170 of 1997, as amended, the Expropriation Act, 63 of 1975, as amended and other applicable legislation (all in the Township of Shakaville, Kwa-Dukuza Municipality, Registration Division FU, Province of KwaZulu-Natal)

No	Erf No: All of Shakaville	Extent in square metres	Compensation
1	407	1028	955,90
2	426	317	1 061,28
3	428	311	932,58
4	439	308	100,00
5	522	316	30,03
6	542	433	416,13
7	544	354	914,32
8	567	524	95,04
9	585	379	50,05
10	587	334	1 575,86
11	589	324	4,95
12	596	273	100,00
13	611	516	519,97
14	612	433	499,18
15	634	400	530,31
16	639	249	1 350,69
17	640	253	1 157,75
18	641	261	1 157,75
19	648	287	165,00
20	652	295	114,95
21	665	323	1 189,98
22	666	224	1 029,16
23	672	216	95,04
24	674	288	189,97
25	675	260	1 386,34

26	680	409	24,97
27	682	454	125,63
28	684	430	789,69
29	688	394	55,00
30	689	313	199,98
31	692	290	95,04
32	693	285	85,03
33	695	381	1 526,80
34	704	224	24,97

NJ Mdakane - Municipal Manager
PO Box 72, Stanger 4450; Municipal Offices, Chief Albert Luthuli Street, Stanger

Notice No: MN171/2013
