

**NOTICE 1766 OF 2003****CITY OF TSHWANE METROPOLITAN MUNICIPALITY****NOTICE OF EXPROPRIATION - WINTERVELD AGRICULTURAL HOLDINGS**

NOTICE TO EXPROPRIATE caused to be published by City of Tshwane Metropolitan Municipality ("the Municipality") in terms of Section 7 (5) of the Expropriation Act, 1975 (Act 63 of 1975) ("the Act") in respect of the Properties being expropriated ("the Properties"); the date of expropriation ("the Expropriation Date"); the date from which the Municipality will take possession of the Properties ("the Date of Possession"); the amount being offered as Compensation for the expropriated Properties ("Compensation") and the person in whose names the respective Property/ies is registered ("the Owner/s"), which includes the executor in the estate of an Owner deceased, or the trustee in the insolvent estate of an 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, as the relevant details, described above, appear in Schedule A to this publication, described opposite the relevant Property and/or Owner's descriptions and which Schedule A forms an integral part of this notice.

**AND TAKE NOTICE THAT:**

- 1 The Municipality by virtue of the powers vested in it in terms of Section 79 (24) (a) of the Local Government Ordinance, 1939 (Ordinance 17 of 1939) ("the Ordinance"), read with Section 5 of the Act, as amended, hereby expropriates the Properties for public purposes - as described in Schedule A.
- 2 The date/s of expropriation are the dates as described in Schedule A.
- 3 The date/s that the Municipality shall exercise the expropriated rights and take possession of the Properties are as described in Schedule A.
- 4 The amount/s being offered in Compensation in terms of Section 12 (1) (a) and 12 (2) of the Act are the total amounts (Compensation) as described in Schedule A.
- 5 Section 12 (3) (a) (ii) of the Act, read with Section 79 (24) (a) of the said Ordinance stipulates as follows:

"(3) (a) Interest at the standard interest rate determined in terms of section 26 (1) of the Exchequer Act, 1975 (Act 66 of 1975), shall, subject to the provisions of subsection (4), be payable from the date on which the Municipality exercises the rights 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:

"(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 or for the purpose of the payment of interest be deemed not to be an outstanding amount"

- 6 That Section 9 (1) of the Act, read with Section 79 (24) (a) of the Ordinance stipulates as follows:

"(1) An owner whose property has been expropriated in terms of this Act, shall, within 60 (sixty) days from the date of notice in question, deliver or cause to be delivered to the Minister a written statement indicating-

- (a) if any compensation was in the notice of expropriation offered, whether or not he accepts the compensation and, if he does not accept it, the amount claimed by him as compensation and how much of the amount represents each of the respective amounts as contemplated in sections 12 (1) (a) (i) and (ii) or (b) and the full particulars as to how such amount/s is made up;
- (b) if no such compensation was so offered, the amount claimed by him as compensation as contemplated in section 12 (1) (a) (i) and (ii) or (b) and the full particulars as to how such amount/s is 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 value 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 (which includes a written sub-lease), the name and address of the lessee (which includes a sub-lessee in terms of a written sub-lease), and accompanied by the lease or written sub-lease or a certified copy thereof, if it is in writing, or full particulars of the lease, 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;
  - (iii) on which a 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 the full 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 60 (sixty) days, and that, if the owner requests the Municipality in writing within 30 (thirty) days as from the date of notice to extend the said period of 60 (sixty) days, the Municipality shall extend such period by a further 60 (sixty) days."

- 7 That the Municipality may withdraw the Compensation offered should a lessee (or sub-lessee in terms of a written sub-lease) have a right by virtue of a lease contract (or a written sub-lease) contemplated in Section 9 (1) (d) (i) with regard to the expropriated Property of which the Municipality is unaware on the date of notice.

- 8 That Section 19 (1), read with Section 21 (4) stipulates that if the Property has been burdened with a mortgage bond immediately prior to the Date of Expropriation and if the Owner and the mortgagee fail to notify the Municipality of the person to whom and the conditions on which the Compensation shall be paid, the Municipality shall deposit the Compensation amount, which shall be paid with the Master of the High Court.
- 9 That should the Owner fail to submit to a Court, contemplated in Section 14 (1) before 1<sup>st</sup> March 2004 an application for settlement of the Compensation amount, should the Municipality and the Owner not have reached an agreement as to the Compensation, the Owner would be deemed in terms of the provisions of Section 10 (5) (a) to have accepted the Compensation offered.

**SIGNED and DATED at PRETORIA on this the 27<sup>th</sup> day of JUNE 2003 -  
EXPROPRIATION NOTICE DATE**

SALMINAH MABUSHA MAJA  
DULY AUTHORISED REPRESENTATIVE  
OF THE HEAD: LEGAL AND SECRETARIAL SERVICES  
TSHWANE METROPOLITAN MUNICIPALITY

27 JUNE 2003  
(Notice No 511/2003)