

**LITIGATIONS REPORTS 1ST
QUARTER 2024/25 FINANCIAL
YEAR**



Magareng Local Municipality

With hope and diligence

Reg: 4840122032

Magrissa Prinsloo Street, Warrenton
PO Box 10
Warrenton
8530
<http://www.magareng.gov.za>
Teli: (053) 497 3111
Fax: (053) 497 4514

CORPORATE ADMIN REPORT

SUBJECT	DESCRIPTION	PLAINTIFF
LITIGATION REPORT	- APPLICATION FOR DEFAULT JUDGEMENT IN TERMS OF RULE 31(5)	- AUDITOR HENERAL TSAKANI MALULEKE
	- COMBINED SUMONS	- CONSOLIDATED RETIREMENT FUND FOR LOCAL GOVERNMENT
	- EX-PARTE APPLICATION IN TERMS OF SECTION 4	- MUHAMMAD KHALID SUNNY WAQAS
	- COMBINED SUMMONS	- MOKGWARO ELECTRICAL CONTRACTORS CC
	- BANKING SERVICES ADVERTS; - ALIENATION AND DISPOSAL OF LAND; - APPOINTMENT OF SUITABLE AUCTIONEERS; - ADVERT FOR MFMP TRAINING; - ADVERT FOR INTERLOCKING BLOCKS - ADVERT ON SUPPLY AND	- SUPPLY CHAIN
WEBSITE UPLOADS		




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	<p>DELIVERY OF RE-PURPOSED SHIPPING CONTAINERS;</p> <ul style="list-style-type: none">- ADVERT ON SUPPLY AND DELIVERY OF ELECTRICAL MATERIALS;- ADVERT ON SUPPLY AND DELIVERY OF VEHICLE PARTS;- ADVERT ON SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR ELECTRICAL DEPARTMENT;- ADVERT ON SUPPLY AND DELIVERY OF WATER MATERIALS;	
MINUTES	<ul style="list-style-type: none">- COUNCIL AND COMMITTEE MINUTES OF THE FIRST QUARTER 2024	<ul style="list-style-type: none">- COMMITTEE SECRETARY


THAPELO JACOBS
MANAGER CORPORATE ADMIN

COPY

IN THE HIGH COURT OF SOUTH AFRICA
NORTHERN CAPE DIVISION, KIMBERLY

Case number: 2391/2023

In the matter between:

TSAKANI MALULEKE

Plaintiff

and

**MAGARENG MUNICIPALITY
THE MUNICIPAL MANAGER OF MAGARENG
MUNICIPALITY**

1st Defendant

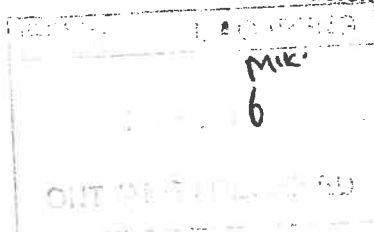
2nd Defendant

APPLICATION FOR DEFAULT JUDGEMENT IN TERMS OF RULE 31(5)

KINDLY TAKE NOTICE that the Plaintiff hereby avers that:

- (a) Summons has been duly served on the Defendant on **29th of January 2024**;
- (b) The notice of opposition to mediation was served on the Defendant on **29th of January 2024**;
- (c) The time for entering appearance to defend expired on **12th of February 2024**.
- (d) The defendant has not entered an appearance to defend.

WHEREFORE the plaintiff claims for judgment against the first defendant as follows:

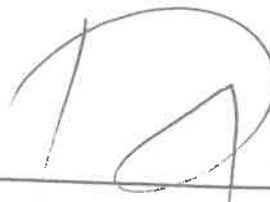


Acting MM
CFD

1. Payment of the sum of **R1 943 946.82**
2. Interest thereon at the rate of 11.25% *a tempore morae* to date of final payment;
3. Costs of suit on attorney – client scale;
4. Further and/or alternative relief.

DATED AT Kimberley ON THIS 26 DAY OF JUNE 2024

**REGISTRAR OF THE HIGH COURT
KIMBERLY**



NCUBE INC ATTORNEYS

Plaintiff's Attorneys

34 Fricker Road

Illovo

Sandton

2196

Tel: 011 880 4204

E-mail: fezeka@ncubeinc.co.za

C/O MAGOMA ATTORNEYS

14-18 George Street

Libra House, 2nd Floor, Office 2

Kimberley, 8301

Tel: 053 831 3291

COMBINED SUMMONS
IN THE HIGH COURT OF SOUTH AFRICA
(NORTHERN CAPE DIVISION, KIMBERLEY)

Case No: 1501/24

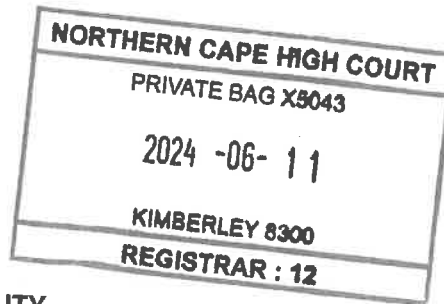
In the matter between:

CONSOLIDATED RETIREMENT FUND

FOR LOCAL GOVERNMENT

and

MAGARENG LOCAL MUNICIPALITY



Plaintiff

Defendant

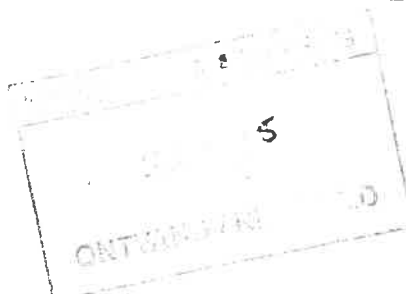
1501/24 MM

To the sheriff or his deputy:

MAGARENG LOCAL MUNICIPALITY, a municipality duly established in terms of the Local Government: Municipal Structures Act 117 of 1998, with its principal place of administration within the area of jurisdiction of the above Honourable Court situated at **Magrieta Prinsloo Street, Warrenton, Northern Cape** (hereafter referred to as "the Defendant")

that

CONSOLIDATED RETIREMENT FUND FOR LOCAL GOVERNMENT, a pension fund registered in terms of section 4 of the Pension Funds Act 24 of 1956, with its registered



place of business being **3rd Floor, CRF Building, 4 Bridal Close, Tyger Falls, Bellville, Western Cape** (hereafter referred to as "the Plaintiff"),

hereby institutes action against the Defendant in which action the Plaintiff claims relief on the grounds set out in its Particulars of Claim annexed hereto.


INFORM the Defendant further that if it disputes the claim and wishes to defend the action, the Defendant shall –

- (i) within 20 (twenty) days of the service upon the Defendant of this summons file with the Registrar of this Court at **the corner of Sol Plaatjie Drive, Kimberley, Northern Cape**, notice of the Defendant's intention to defend and serve a copy thereof on the Plaintiff's attorneys, which notice shall give an address (not being a post office or *poste restante*) as referred to in rule 19(3) for the service upon the Defendant of all notices and documents in the action;
- (ii) thereafter and within 20 (twenty) days after filing and serving notice of intention to defend as aforesaid, file with the registrar and serve upon the Plaintiff a plea, exception, notice to strike out, with or without a counter-claim.

INFORM the Defendant further that if it fails to file and serve notice as aforesaid judgment as claimed may be given against the Defendant without further notice to it, or if, having filed and served such notice, the Defendant fails and/or refuses and/or neglects to plead, except, make application to strike out or counter-claim, judgment may be given against the Defendant.

AND immediately thereafter serve on the Defendant a copy of this summons and return the same to the Registrar with whatsoever you have done thereupon.

DATED AT Kimberley THIS 11 DAY OF June 2024.


REGISTRAR OF THE HIGH COURT
Northern Cape Division, Kimberley

HEROLD GIE ATTORNEYS

R MACKINTOSH

Plaintiff's instructing attorneys

Wembley 3, 80 McKenzie Street

CAPE TOWN

(Telephone: 021 464-4748)

E-mail: rsnyman@heroldgie.co.za

(Ref: **KJ MACKENZIE/MM19/0005**)

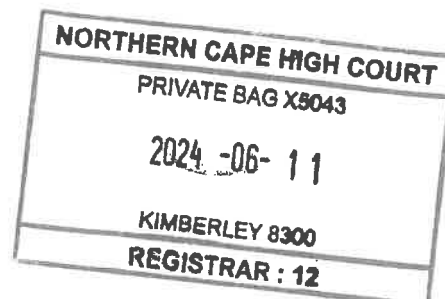
C/O BOOYSEN MACLEOD INCORPORATED

per: 

Mr Anton Booysen

With right of appearance in the Northern Cape Division

Plaintiff's correspondent attorneys



4 Halkett Road

Albertynhof

KIMBERLEY

IN THE HIGH COURT OF SOUTH AFRICA
(NORTHERN CAPE DIVISION, KIMBERLEY)

Case No:

1501/24

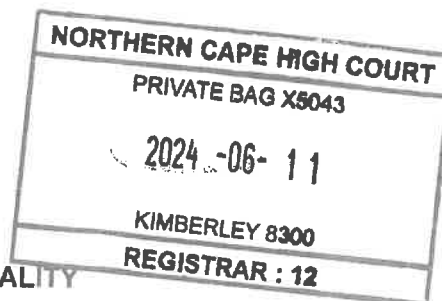
In the matter between:

CONSOLIDATED RETIREMENT FUND
FOR LOCAL GOVERNMENT

Plaintiff

and

MAGARENG LOCAL MUNICIPALITY



Defendant

PARTICULARS OF CLAIM

1. The Plaintiff is the Consolidated Retirement Fund for Local Government, a pension fund duly registered as such in terms of section 4 of the Pension Funds Act 24 of 1956, ("the Act"), with its registered address at 3rd Floor, CRF Building, 4 Bridal Close, Tyger Falls, Bellville. The Plaintiff has juristic personality in terms of section 5 of the Act.

2. The Defendant is Magareng Local Municipality, a municipality contemplated in terms of section 2 and established in terms of section 12 of the Local Government: Municipal Systems Act 117 of 1998, at PO Box 10, Magrieta Prinsloo Street, Warrenton, Northern Cape.
3. The above Honourable Court has jurisdiction to hear this matter as the Defendant's principal place of administration is located within the area of jurisdiction of the above Honourable Court.
4. The Plaintiff is a fund established for the purpose of providing benefits to the employees of local government establishments on their retirement or death. The Plaintiff has registered rules as contemplated in sections 11 and 12 of the Act. Section 13 of the Act stipulates that the rules of a fund are binding on all its stakeholders.
5. The Defendant is a participating employer as defined in Fund Rules applicable at the time, Fund Rule 1.6, which reads as follows:

"PARTICIPATING EMPLOYER:

- (a) any type of municipality established in terms of legislation and in relation to a MEMBER, the municipality in whose SERVICE such MEMBER is."*

6. Fund Rule 7.2.1 applicable at the time reads as follows:

"The PARTICIPATING EMPLOYER shall upon commencement of participation in the FUND contribute an amount monthly in respect of each MEMBER in order to provide retirement benefits and any INSURED RISK BENEFIT provided in terms of these RULES, together with any FUND related expenses."

7. Fund Rule 7.4 applicable at the time was expressly aligned to the provisions of section 13A of the Act concerning the payment of contributions. In terms of both the rules and the Act, the Defendant is obligated to:

7.1 pay all contributions due by it in respect of its employees to the Plaintiff within 7 (seven) days of the end of the month for which such contributions are due;

7.2 pay interest on any overdue amounts as prescribed under section 13A of the Act read in conjunction with the now repealed Regulation 33¹ of the Regulations in terms of the Act ("the Regulations")² and the Financial Sector Conduct Authority Conduct Standard 1 of 2022 ("the Conduct Standard"); and

¹ On 20 February 2023 Regulation 33 was repealed and replaced by the Financial Sector Conduct Authority Conduct Standard 1 of 2002.

² Promulgated in terms of Section 36 of the Act.

- 7.3 furnish the Plaintiff with the minimum prescribed information concerning the employees to which the contributions relate within 15 (fifteen) days of the end of the month in respect of which the payment was due.
8. The Defendant has made full payments in respect of the arrear contributions for the months of August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, March 2023 and April 2023.
9. The Defendant has however failed and/or neglected and/or refused to make payment in relation to its late payment interest and is liable for late payment interest at the rate prescribed in terms of section 13A(7) of the Act, read in conjunction with regulation 33(7) of the Regulations and the Conduct Standard, in respect of each month of the Defendant's non-payment of the contributions due to the Plaintiff.
10. The Plaintiff sent a letter of demand to the Defendant via registered mail and email on 27 July 2023. A copy of the letter of demand is attached hereto marked "POC1".
11. More than 30 (thirty) days have lapsed since the date of service of the notice on the Defendant.

12. Despite demand, the Defendant has failed and/or refused and/or neglected to make payment of the late payment interest in respect of the month of August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, March 2023 and April 2023.

REPAYMENT RECEIVED FROM THE DEFENDANT

13. The Defendant made the following repayments;
- 13.1 On or about 22 March 2023 the Defendant made repayments in the total amount of **R 1 650 993.98 (ONE MILLION SIX HUNDRED AND FIFTY THOUSAND NINE HUNDRED AND NINETY THREE RAND AND NINETY EIGHT CENTS)**. A copy of the extract of the Plaintiff's bank account reflecting the payments is annexed hereto marked "POC2".
- 13.2 On or about 02 May 2023 the Defendant made a repayment in the amount of **R 323 396.16 (THREE HUNDRED AND TWENTY THREE THOUSAND THREE HUNDRED AND NINETY SIX RAND AND SIXTEEN CENTS)**. A copy of the extract of the Plaintiff's bank account reflecting the payment is annexed hereto marked "POC3".
- 13.3 On 06 July 2023 the Defendant made repayments in the total amount of **R 976 304.52 (NINE HUNDRED AND SEVENTY SIX THOUSAND THREE HUNDRED AND FOUR RAND AND FIFTY TWO CENTS)**.

A copy of the extract of the Plaintiff's bank account reflecting the payment is annexed hereto marked "POC4".

14. The repayment set out above have been partially allocated to the outstanding arrear contributions due to the Plaintiff for the month of August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, March 2023 and April 2023.
15. The partial allocation of the repayment fully extinguished the debt due in respect of the arrear contributions for the period of August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, March 2023 and April 2023 save the late payment interest on the arrear contributions as prescribed in terms of Section 13A of the Act read together with repealed Regulation 33 and the Conduct Standard.

LATE PAYMENT INTEREST FOR THE MONTH OF AUGUST 2022

16. The Defendant furnished the Plaintiff with the Schedule for the month of August 2022, being the copy of the information in terms of Section 13A(2) of the Act.
17. In terms of the Schedule for the month of August 2022, the Defendant was indebted to the Plaintiff in the amount of **R 323 378.49 (THREE HUNDRED AND TWENTY THREE THOUSAND THREE HUNDRED AND SEVENTY**

EIGHT RAND AND FORTY NINE CENTS). A copy of the Schedule is annexed hereto marked "**POC5**".

18. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 29 433.91 (TWENTY NINE THOUSAND RAND FOUR HUNDRED AND THIRTY THREE RAND AND NINETY ONE CENTS).**
19. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF SEPTEMBER 2022

20. The Defendant furnished the Plaintiff with the Schedule for the month of September 2022, being the copy of the information in terms of Section 13A(2) of the Act.
21. In terms of the Schedule for the month of September 2022, the Defendant was indebted to the Plaintiff in the amount of **R 355 363.60 (THREE HUNDRED AND FIFTY FIVE THOUSAND THREE HUNDRED AND SIXTY THREE RAND AND SIXTY CENTS).** A copy of the Schedule is annexed hereto marked "**POC6**".

22. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 27 373.38 (TWENTY SEVEN THOUSAND THREE HUNDRED AND SEVENTY THREE RAND AND THIRTY EIGHT CENTS)**.

23. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF OCTOBER 2022

24. The Defendant furnished the Plaintiff with the Schedule for the month of October 2022, being the copy of the information in terms of Section 13A(2) of the Act.

25. In terms of the Schedule for the month of October 2022, the Defendant was indebted to the Plaintiff in the amount of **R 322 880.29 (THREE HUNDRED AND TWENTY TWO THOUSAND EIGHT HUNDRED AND EIGHTY RAND AND TWENTY NINE CENTS)**. A copy of the Schedule is annexed hereto marked "POC7".

26. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment

interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 20 049.73 (TWENTY THOUDAND AND FORTY NINE RAND AND SEVENTY THREE CENTS)**.

27. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF NOVEMBER 2022

28. The Defendant furnished the Plaintiff with the Schedule for the month of November 2022, being the copy of the information in terms of Section 13A(2) of the Act.
29. In terms of the Schedule for the month of November 2022, the Defendant was indebted to the Plaintiff in the amount of **R 322 880.29 (THREE HUNDRED AND TWENTY TWO THOUSAND EIGHT HUNDRED AND EIGHTY RAND AND TWENTY NINE CENTS)**. A copy of the Schedule is annexed hereto marked "POC8".
30. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 15 399.27 (FIFTEEN THOUSAND**

THREE HUNDRED AND NINETY NINE RAND AND TWENTY SEVEN CENT).

31. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF DECEMBER 2022

32. The Defendant furnished the Plaintiff with the Schedule for the month of December 2022, being the copy of the information in terms of Section 13A(2) of the Act.
33. In terms of the Schedule for the month of December 2022, the Defendant was indebted to the Plaintiff in the amount **R 326 491.31 (THREE HUNDRED AND TWENTY SIX THOUSAND FOUR HUNDRED AND NINETY ONE RAND AND THIRTY ONE CENTS)**. A copy of the Schedule is annexed hereto marked "**POC9**".
34. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 10 551.22 (TEN THOUSAND FIVE HUNDRED AND FIFTY ONE RAND AND TWENTY TWO CENTS)**.

35. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF JANUARY 2023

36. The Defendant furnished the Plaintiff with the Schedule for the month of January 2023, being the copy of the information in terms of Section 13A(2) of the Act.
37. In terms of the Schedule for the month of January 2023, the Defendant was indebted to the Plaintiff in the amount **R 323 396.16 (THREE HUNDRED AND TWENTY THREE THOUSAND THREE HUNDRED AND NINETY SIX RAND AND SIXTEEN CENTS)**. A copy of the Schedule is annexed hereto marked "POC10".
38. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 10 401.68 (TEN THOUSAND FIVE HUNDRED AND FIFTY ONE RAND AND TWENTY TWO CENTS)**.
39. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF FEBRUARY 2023

40. The Defendant furnished the Plaintiff with the Schedule for the month of February 2023, being the copy of the information in terms of Section 13A(2) of the Act.
41. In terms of the Schedule for the month of February 2023, the Defendant was indebted to the Plaintiff in the amount **R 323 837.89 (THREE HUNDRED AND TWENTY THREE THOUSAND EIGHT HUNDRED AND THIRTY SEVEN RAND AND EIGHTY NINE CENTS)**. A copy of the Schedule is annexed hereto marked "POC11".
42. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate from as at 30 November 2023 in the amount of **R 14 441.00 (FOURTEEN THOUSAND FOUR HUNDRED AND FORTY ONE RAND)**.
43. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

LATE PAYMENT INTEREST FOR THE MONTH OF APRIL 2023

48. The Defendant furnished the Plaintiff with the Schedule for the month of April 2023, being the copy of the information in terms of Section 13A(2) of the Act.
49. In terms of the Schedule for the month of April 2023, the Defendant was indebted to the Plaintiff in the amount **R 328 628.84 (THREE HUNDRED AND TWENTY EIGHT THOUSANDSIX HUNDRED AND TWENTY EIGHT RAND AND EIGHTY FOUR CENTS)**. A copy of the Schedule is annexed hereto marked "**POC13**".
50. The Defendant has not made payment in respect of the late payment interest and is consequently still indebted to the Plaintiff, the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of **R 7 330.06 (SEVEN HUNDRED THREE HUNDRED AND THIRTY RAND AND SIX CENTS)**.
51. Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

WHEREFORE Plaintiff prays for judgment against the Defendant as follows:

1. **CLAIM A**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act at the prescribed rate as at 30 November 2023 in the amount of R 29 433.91;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

2. **CLAIM B**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of R 355 363.60 at the prescribed rate as at 30 November 2023 in the amount of R 27 373.38;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

3. **CLAIM C**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of R 322 880.29 at the prescribed rate as at 30 November 2023 in the amount of R 20 049.73;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

4. **CLAIM D**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of R 322 880.29 at the prescribed rate as at 30 November 2023 in the amount of R 15 399.27;
- c) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

5. **CLAIM E**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of R 326 491.31 at the prescribed rate as at 30 November 2023 in the amount of R 10 551.22;

- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

6. **CLAIM F**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of **R 323 396.16** at the prescribed rate as at 30 November 2023 in the amount of R 10 401.68;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

7. **CLAIM G**

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of **R 323 837.89** at the prescribed rate as at 30 November 2023 in the amount of R 14 441.00;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

8. CLAIM H

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of R 323 837.84 at the prescribed rate as at 30 November 2023 in the amount of R 10 804.78;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

9. CLAIM I

- a) Payment of the late payment interest in terms of section 13A(7) of the Act on the amount of R 328 628.84 at the prescribed rate as at 30 November 2023 in the amount of R 7 330.06;
- b) Further late payment interest in terms of section 13A(7) of the Act at the prescribed rate from 1 December 2023 to date of final payment.

10. Costs of suit; and

11. Further and/or alternative relief.

DATED AT Kimberley THIS 11 DAY OF June 2024.

HEROLD GIE ATTORNEYS**R MACKINTOSH**

Plaintiff's instructing attorneys

Wembley 3, 80 McKenzie Street

CAPE TOWN

(Telephone: 021 464-4799)

E-mail: rmackintosh@heroldgie.co.za(Ref: **KJ MACKENZIE/MM19/0005**)**C/O BOOYSEN MACLEOD INC**

per: _____

Mr Anton Booysen

With right of appearance in the Northern Cape Division

Plaintiff's correspondent attorneys

4 Halkett Road

Albertynshof

Kimberley

HEROLD GIE | ATTORNEYS

established 1894

Attention to The Municipal Manager
Magareng Local Municipality

PO Box 10
Magrieta Prinsloo Street
Warrenton
Northern Cape
8530

Your Ref

Our Ref K MacKenzie/MMI9/0005
Direct Tel 021-464 4764
Direct Fax 021-464 4781
E-Mail csauls@heroldgie.co.za
Date 26 July 2023

BY REGISTERED MAIL

Dear Sirs,

CONSOLIDATED RETIREMENT FUND FOR LOCAL GOVERNMENT / MAGARENG LOCAL MUNICIPALITY

1. We act on behalf of the Consolidated Retirement Fund for Local Government ("our client") with its registered office address at 3rd Floor, CRF Building, 4 Bridal Close, Tyger Falls, Bellville, Western Cape, in which the Magareng Local Municipality participates as an employer.
2. Our client instructs that on 2 May 2023 Magareng Local Municipality paid the arrear contributions for the month of January 2023, however it failed and/or refused and/neglected to pay the interest thereon as prescribed in terms of section 13A(7) of the Pension Funds Act 24 of 1956 ("the Act").
3. In light of the above, we have been instructed to demand from you, as we hereby do, payment of the interest as prescribed in terms of section 13A (7) in respect of the month of January 2023 in the amount of R 11 221.24 (ELEVEN THOUSAND TWO HUNDRED AND TWENTY ONE RAND AND TWENTY FOUR CENTS).
4. Unless payment of the abovementioned amounts, is made to the fund within THIRTY (30) DAYS of receipt hereof, our instructions are to proceed with the issue of summons without further notice to you.

Wembley 3, 80 McKenzie Street, Cape Town 8001
Docex 52 Cape Town, PO Box 105 Cape Town 8000 South Africa



Corporate & Commercial, Employment & Public, Family & Matrimonial, Insolvency & Business Rescue, Insurance, Litigation & Dispute Resolution, Pension & Financial Services, Personal Injury, Property, Wills, Trusts & Estates

DIRECTORS: Shakesh Sirkar BA LLB (Chairman), Pierre le Roux BA LLB HonsB (Chief Executive), Linda Jordaan BA LLB PG Dip Tax Law, Martin Vermeulen B Rek (Acc) LLB, Richard Brown BA LLB, Ranel Fourie BCom LLB, Karln MacKenzie BMus MMus BProc LLB LLM, Jeremy Klerck BA LLB, Kaamilah Paulse B Soc Sc LLB, Ashley Meyer LLB, Jaimé-Lee Jacobs LLB, Raffique-Ahmed Motale LLB
PRACTISING CONSULTANTS: Richard Moffat BA LLB, Peter Davis BProc, Henry Stubbings BA LLB, Tarryn Gravenor LLB SENIOR ASSOCIATES: Peter Michaels B Soc Sc LLB, Anja Haupt BA LLB, Loraine Strydom BLC LLB, Anil Koen B.Proc LLM (Tax Law) ASSOCIATES: Carley Sauls LLB, Corné Botha BCom LLB, Bukhobaihu Maiyeni LLB, Malika Allie LLB, Robyn Snyman LLB
FINANCIAL MANAGER: Harry Durrell AGA (SA)

Herold Gie & Broadhead Inc. Reg. No. 1985/000891/21

CAPE TOWN (021) 464 4700

BELLVILLE (021) 464 4710

KENILWORTH (021) 464 4700

www.heroldgie.co.za

5. The fund's banking details are as follows:

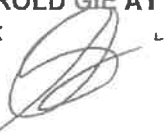
Account name	Consolidated Retirement Fund for Local Government
Bank	RMB Corporate Bank (FNB)
Branch	255-005
Account	62703067365
Account Type	Current

6. We draw your attention to section 13A (8) of the Act which provides that every person in accordance with whose directions or instructions the employer acts, or who is regularly involved in the management of the employer's overall financial affairs incurs personal liability for compliance with section 13A and for the payment of contributions due under this section.
7. Your attention is further drawn to the provisions of section 37(1)(a) of the Act which provides that non-compliance with section 13A is a criminal offence punishable on conviction by a prison sentence of up to 10 years, or a fine of up to R10 million.

Yours faithfully

HEROLD GIE ATTORNEYS

Per:



CARLEY SAULS

"POC2"

Contributions received for August 2022 to December 2022:

Date	Description	Reference	Amount
Click here to add a new row			
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	355,163.85
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	326,491.31
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,378.49
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,860.29
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,880.25

Contributions received for January 2023:

Date	Description	Reference	Amount
Click here to add a new row			
02/05/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,396.16

Contributions received for February 2023:

06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,837.84
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Contributions received for March 2023:

06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,837.84
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Contributions received for April 2023:

Date	Description	Reference	Amount
Click here to add a new row			
06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	328,628.84

"POC3"

Contributions received for August 2022 to December 2022:

Date	Description	Reference	Amount
Click here to add a new row			
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	355,363.80
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	326,491.31
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,378.15
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,880.25
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,880.25

Contributions received for January 2023:

Date	Description	Reference	Amount
Click here to add a new row			
02/05/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,356.16

Contributions received for February 2023:

06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,837.84
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Contributions received for March 2023:

06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,837.84
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Contributions received for April 2023:

Date	Description	Reference	Amount
Click here to add a new row			
06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	328,628.84

"POC4"

Contributions received for August 2022 to December 2022:

Date	Description	Reference	Amount
Click here to add a new row			
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	355,363.40
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	326,491.31
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,378.15
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,860.29
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,860.25

Contributions received for January 2023:

Date	Description	Reference	Amount
Click here to add a new row			
02/05/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,396.16

Contributions received for February 2023:

06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,837.84
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Contributions received for March 2023:

05/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,837.84
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Contributions received for April 2023:

Date	Description	Reference	Amount
Click here to add a new row			
06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	328,676.84

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FOR: 22/08/26 PRINTED:

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REPORT - CAPE

PENSION

E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	EMPL AMNT.	COMP AMNT.	TOTAL
7	MACOMAM B		6.7041E+12 496776.00	3725.82		7451.64	11177.46
8	LENTSOE CD		7.50803E+12 523000.00	3922.50		7845.00	11767.50
142	CROSS DP		7.50602E+12 116599.00	874.49		1748.98	2623.47
143	MARUPING TS		8.61228E+12 116599.00	874.49		1748.98	2623.47
146	BOGACWI KH		8.11018E+12 430884.00	3231.63		6463.26	9694.89
178	DIPHATSE JM		7.2122E+12 126197.00	946.48		1892.96	2839.44
179	MASE MC		7.70419E+12 116599.00	874.49		1748.98	2623.47
1126	IKANENG EN		8.80307E+12 221388.00	1660.41		3320.82	4981.23
1128	KHAZIWA V K		7.50822E+12 533412.00	4000.59		8001.18	12001.77
1133	EIMAN Z R		8.70213E+12 232596.00	1744.47		3488.94	5233.41
1135	MOLEEGJ		7.5061E+12 232596.00	1744.47		3488.94	5233.41
1155	SENONHOHI KC		7.40403E+12 391908.00	2939.31		5878.62	8817.93
1158	MOTLOGELWA SJ		7.70105E+12 249745.00	1873.09		3746.17	5619.26
1159	MOSHANE TH		7.90708E+12 238164.00	1786.23		3572.46	5358.69
1164	MOCHANE KM		8.80712E+12 261876.00	1564.07		3928.14	5892.21
1167	MACHWANA PG		8.8082E+12 170892.00	1281.69		2583.38	3845.07
1168	HANS KM		8.70419E+12 170892.00	1281.69		2583.38	3845.07
1169	PHEPHENG MB		9.00513E+12 125568.00	941.76		1883.52	2825.28
1170	MAKGARI FO		7.61115E+12 125568.00	941.76		1883.52	2825.28
1171	TAU RM		8.70825E+12 170892.00	1281.69		2583.38	3845.07
1176	MAYANE RT		9.00807E+12 116599.00	874.49		1748.98	2623.47
1178	SELEKE RA		8.50902E+12 401292.00	3009.69		6019.38	9029.07
1179	MALGAS BL		8.11205E+12 267904.00	2159.28		4318.56	6477.84
1181	RAADT MS		8.20808E+12 255756.00	1918.17		3836.34	5754.51
1191	MAHAPA LV		8.81204E+12 174960.00	1312.20		2624.40	3936.60
1214	MODISE K		7.90615E+12 496776.00	3725.82		7451.64	11177.46
1219	KWELE VK		9.20121E+12 243876.00	1829.07		3658.14	5487.21
1220	OLIFANT BA		9.10502E+12 148224.00	1111.68		2223.36	3335.04
1221	MHANDU SM		8.50728E+12 138048.00	1035.36		2070.72	3106.08
1226	VUMU A		8.90821E+12 243876.00	1829.07		3658.14	5487.21
1227	KRUGER CC		8.70113E+12 473784.00	3553.38		7106.76	10660.14
1233	SEBATHI TV		8.51129E+12 174960.00	1312.20		2624.40	3936.60
1234	GAWUZELA M		7.70123E+12 232596.00	1744.47		3488.94	5233.41
1235	MOLEKO T		8.9092E+12 148224.00	1111.68		2223.36	3335.04
1236	BITTERBOS AP		9.30327E+12 148224.00	1111.68		2223.36	3335.04
1237	SITHOLE S		8.41224E+12 227667.00	1707.50		3415.01	5122.51
1238	OLYN D		9.01231E+12 179172.00	1343.79		2687.58	4031.37
1239	KGATLANE B		8.11103E+12 227667.00	1707.50		3415.01	5122.51
1240	JONAS LR		8.90702E+12 179172.00	1343.79		2687.58	4031.37
1241	MOHANYEHANWE MR		9.00824E+12 221388.00	1660.41		3320.82	4981.23
1245	MODISAOTSILE TP		7.80218E+12 255756.00	1918.17		3836.34	5754.51
1247	MOGOREGI LW		9.20306E+12 221388.00	1660.41		3320.82	4981.23
1249	ENKSTEEN MD		8.60431E+12 265756.00	1918.17		3836.34	5754.51

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1253 RAMARU D	8.90631E+12	179172.00	1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	9.30222E+12	144720.00	1085.40	2170.80	3256.20
1256 MACWECWESS	8.40421E+12	174960.00	1312.20	2624.40	3936.60
1257 FREDDIE KG	8.70102E+12	391908.00	2939.31	5878.62	8817.93
			85469.81	170939.63	256409.44

MAGARENG MUNICIPALITY (06) PRINTED- 2022/09/01 (12:3- FOR 2022/08/26 PAGE 1

E/CODE	EMPLOYEE NAME	ID NUMBERS	CO. CONTRIB	PENSION	EMP. AMOUNT	TOTAL
				2 C/		
33	POTGIETER WJ MR		5.00806E+12	2 749.41	2 520.29	5 269.70
48	MASE NL MRS		7.90816E+12	6 203.35	5 686.40	11 889.75
50	MEKHOA (MOTHIBI) KC MS		8.5011E+12	2 772.73	2 541.67	5 314.40
51	VALTYN L MS		6.51113E+12	3 558.34	3 261.81	6 820.15
52	MOKITIMI (MELATO) MF MRS		8.00926E+12	3 558.34	3 261.81	6 820.15
53	MOKOMELA B MRS		7.40705E+12	2 749.41	2 520.29	5 269.70
54	AMOSE LO MS		8.91122E+12	3 289.19	3 015.09	6 304.28
55	MERE CH MR		8.30421E+12	2 668.75	2 446.36	5 115.11
56	WATSON D MS		8.11018E+12	2 772.73	2 541.67	5 314.40
57	PLATA BG MR		9.00419E+12	6 705.08	6 146.33	12 851.41
	NO. PRINTED =		37027.33	33941.72		70969.05

POC 6

JOINT

PENSION REPORT - CAPE

E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT.	TOTAL
7	MACOMAM B	6704095478088	496776.00	3725.82	7451.64	11177.46
8	LENTSOE CD	6704095478088	555675.96	14995.34	29990.68	44986.02
142	CROSS DP	8612280402086	116599.00	874.49	1748.98	2623.47
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98	2623.47
146	BOGACWIKH	7212195622083	430884.00	3231.63	6463.26	9694.89
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96	2839.44
179	MASE MC	8803070875082	116599.00	874.49	1748.98	2623.47
1126	IKANENG EN	7509220711082	221388.00	1660.41	3320.82	4981.23
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18	12001.77
1135	MOLEELE GJ	7404046121080	232596.00	1744.47	3488.94	5233.41
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62	8817.93
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17	5619.26
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46	5358.69
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14	5892.21
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38	3845.07
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38	3845.07
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52	2825.28
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52	2825.28
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38	3845.07
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98	2623.47
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38	9029.07
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56	6477.84
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34	5754.51
1191	MAHAPALV	7906145796083	174960.00	1312.20	2624.40	3936.60
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64	11177.46
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14	5487.21
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36	3335.04
1221	MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226	VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21

1227 KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233 SEBATHI TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234 GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235 MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236 BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237 SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238 OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239 KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240 JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241 MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245 MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247 MOGOREGI LW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249 EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253 RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256 MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257 FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
			94798.18	189596.37	284394.55

AN MAGARENG MUNICIPALITY LISTING OF: PENSION (06) PRINTED- 2 FOR 2022/09/30 PAGE 1
FORMULA NO'S 2 C/ CAPE RETF

E/CODE	EMPLOYEE NAME	ID NUMBERS	CO. CONTRIB	EMP. AMOUNT	TOTAL
R33	POTGIETER WJ MR	5008055003089	2749.41	2520.29	5269.70
R48	MASE NL MRS	7908160505084	6203.35	5686.40	11889.75
R50	MEKHOA (MOTHIBI) KC	8501100924082	2772.73	2541.67	5314.40
R51	VALTYN L MS	6511130190085	3558.34	3261.81	6820.15
R52	MOKITIMI (MELATO) MF	8009260629087	3558.34	3261.81	6820.15
R53	MOKOMELA B MRS	7407050337088	2749.41	2520.29	5269.70

R54 AMOSE LO MS
R55 MERE CM MR
R56 WATSON D MS
R57 PLATA BG MR

8911220620082 3289.19
8304205344086 2668.75
8110160025085 2772.73
9004185266080 6705.08

3015.09
2446.36
2541.67
6146.33

6304.28
5115.11
5314.40
12851.41

NO. PRINTED =

10 37027.33

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01 MAG ARENG MUNICIPALITY		FOR: 22/10/2022		11/3/2022	
PENSION REPORT - CAPE		LITY		JOINT	
E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO. COMP. AMNT.	TOTAL
7	MACOMA MB	6704095478088	496776.00	3725.82	7451.64
8	LENTSOE CD	6704095478088	555675.96	4167.57	8335.14
142	CROSS DP	8612280402086	116599.00	874.49	1748.98
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98
146	BOGACWI KH	7212195622083	430884.00	3231.63	6463.26
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96
179	MASE MC	8803070875082	116599.00	874.49	1748.98
1126	IKANENGEN	7509220711082	221388.00	1660.41	3320.82
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18
1135	MOLEEE GJ	7404046121080	232596.00	1744.47	3488.94
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34
1191	MAHAPALV	7906145796083	174960.00	1312.20	2624.40
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36
					3335.04

1221	MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226	VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227	KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233	SEBATI TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234	GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235	MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236	BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237	SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238	OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239	KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240	JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241	MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245	MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247	MOGOREGILW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249	EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253	RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255	SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256	MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257	FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
				83970.41	167940.83	251911.2

MAGARENI MUNICIPALITY LISTING OF: PENSION (06) PRINTED- FOR 2022/10/28 PAGE 1
FORMULA NO'2 C/ CAPE RETF

E/CODE	EMPLOYEE NAME	ID NUMBERS	CO.CONTRIB	EMP.AMOUNT	TOTAL
R33	POTGIETER WJ MR	5008055003089	2749.41	2520.29	5269.70
R48	MASE NL MRS	7908160505084	6203.35	5686.40	11889.75
R50	MEKHOA (MOTHIBI) KC M:	8501100924082	2772.73	2541.67	5314.40
R51	VALTYN L MS	6511130190085	3558.34	3261.81	6820.15

R52 MOKITIMI (MELATO)MF MF	8009260629087	3558.34	3261.81	6820.15
R53 MOKOMELA B MRS	7407050337088	2749.41	2520.29	5269.70
R54 AMOSE LO MS	8911220620082	3289.19	3015.09	6304.28
R55 MERE CM MR	8304205344086	2668.75	2446.36	5115.11
R56 WATSON D MS	8110160025085	2772.73	2541.67	5314.40
R57 PLATA BG MR	9004185266080	6705.08	6146.33	12851.41
NO. PRINTED =		10 37027.33	33941.72	70969.05

"POC8"

AR MAG	ARENG MUNICIPALITY	LITY	FOR: 22/11/25	PRINTED:	12/5/2022	
PENSION REPORT - CAPE JOINT						
E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	EMPL. AMNT.	
		COMP. AMNT. TOTAL				
7	MACOMAM B	6704095478088	496776.00	3725.82	7451.64	11177.46
8	LENTSOE CD	6704095478088	555675.96	4167.57	8335.14	12502.71
142	CROSS DP	8612280402086	116599.00	874.49	1748.98	2623.47
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98	2623.47
146	BOGACWIKH	7212195622083	430884.00	3231.63	6463.26	9694.89
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96	2839.44
179	MASE MC	8803070875082	116599.00	874.49	1748.98	2623.47
1126	IKANENG EN	7509220711082	221388.00	1660.41	3320.82	4981.23
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18	12001.77
1135	MOLELE GJ	7404046121080	232596.00	1744.47	3488.94	5233.41
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62	8817.93
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17	5619.26
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46	5358.69
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14	5892.21
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38	3845.07
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38	3845.07
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52	2825.28
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52	2825.28
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38	3845.07
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98	2623.47
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38	9029.07
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56	6477.84
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34	5754.51
1191	MAHAPA LV	7906145796083	174960.00	1312.20	2624.40	3936.60
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64	11177.46
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14	5487.21
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36	3335.04

1221 MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226 VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227 KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233 SEBATHI V	7701225325089	174960.00	1312.20	2624.40	3936.60
1234 GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235 MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236 BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237 SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238 OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239 KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240 JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241 MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245 MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247 MOGOREGILW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249 EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253 RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256 MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257 FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
			83970.41	167940.83	251911.24

(06) PRINTED- FOR 2022/11/25 PAGE 1
CAPE RETF

E/CODE	EMPLOYEE NAME	CO. CONTRI	EMP. AMOUNT
R33	POTGIETER WJ MR	5008055003089	2749.41
R48	MASE NL MRS	7908160505084	6203.35
R50	MEKHOA (MOTHIBI) KC	8501100924082	2772.73
R51	VALTYN L MS	6511130190085	3558.34
R52	MOKITIMI (MELATO) MF	8009260629087	3558.34

R53 MOKOMELA B MRS	7407050337088	2749.41	2520.29	5269.70
R54 AMOSE LO MS	8911220620082	3289.19	3015.09	6304.28
R55 MERE CM MR	8304205344086	2668.75	2446.36	5115.11
R56 WATSON D MS	8110160025085	2772.73	2541.67	5314.40
R57 PLATA BG MR	9004185266080	6705.08	6146.33	12851.41
NO. PRINTED =10				70969.05

Doc 4"

01 MAG	ARENG MUNICIPA	LITY	FOR: 22/12/31		1/9/2023
PENSION	REPORT - CAPE	JOINT			
E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT. TOTAL
7	MACOMA M B	6704095478088	496776.00	3725.82	7451.64
8	LENTSOE CD	6704095478088	555675.96	4167.57	8335.14
142	CROSS DP	8612280402086	116599.00	874.49	1748.98
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98
146	BOGACWI KH	7212195622083	430884.00	3231.63	6463.26
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96
179	MASE MC	8803070875082	116599.00	874.49	1748.98
1126	IKANENG E N	7509220711082	221388.00	1660.41	3320.82
1128	KHAZIWA V K	8702130239083	533412.00	4000.59	8001.18
1135	MOLEELE GJ	7404046121080	232596.00	1744.47	3488.94
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34
1191	MAHAPA LV	7906145796083	174960.00	1312.20	2624.40
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14
1220	OLUFANT BA	8507275817084	148224.00	1111.68	2223.36

1221	MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226	VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227	KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233	SEBATHI TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234	GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235	MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236	BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237	SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238	OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239	KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240	JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241	MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245	MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247	MOGOREGI LW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249	EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253	RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255	SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256	MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257	FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
				83970.41	167940.83	251911.24

MAGARENG MUNICIPALITY

LISTING OF: PENSION C/ (06) PRINTED FOR 2022/12/31 PAGE 1

FORMULA NO'S 2 CAPE RETF

E/CODE	EMPLOYEE NAME	ID NUMBERS	CO.CONTRIB	EMP.AMOUNT	TOTAL
R33	POTGIETER WJ MR	5008055003089	2749.41	2520.29	5269.70
R48	MASE NL MRS	7908160505084	6203.35	5686.40	11889.75
R50	MEKHOA (MOTHIBI) KC MS	8501100924082	2772.73	2541.67	5314.40
R51	VALTYN L MS	6511130190085	3558.34	3261.81	6820.15

R52 MOKITIMI (MELATO) MF MF	8009260629087	3558.34	3261.81	6820.15
R53 MOKOMELA B MRS	7407050337088	2749.41	2520.29	5269.70
R54 AMOSELO MS	8911220620082	5173.20	4742.10	9915.30
R55 MERE CM MR	8304205344086	2668.75	2446.36	5115.11
R56 WATSON D MS	8110160025085	2772.73	2541.67	5314.40
R57 PLATA BG MR	9004185266080	6705.08	6146.33	12851.41
NO. PRINTED =	10	38911.34	35668.73	74580.07

01 MAG ARENG MUNICIPALITY

FOR: 23/01/31 2/7/2023

PENSION REPORT - CAPE JOINT

E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT.	TOTAL
7	MACOMAM B	6704095478088	496776.00	3725.82	7451.64	11177.46
8	LENTSOE CD	6704095478088	555675.96	4167.57	8335.14	12502.71
142	CROSS DP	8612280402086	116599.00	874.49	1748.98	2623.47
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98	2623.47
146	BOGACWI KH	7212195622083	430884.00	3231.63	6463.26	9694.89
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96	2839.44
179	MASE MC	8803070875082	116599.00	874.49	1748.98	2623.47
1126	IKANENG EN	7509220711082	221388.00	1660.41	3320.82	4981.23
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18	12001.77
1135	MOLEEE GJ	7404046121080	232596.00	1744.47	3488.94	5233.41
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62	8817.93
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17	5619.26
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46	5358.69
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14	5892.21
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38	3845.07
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38	3845.07
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52	2825.28
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52	2825.28
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38	3845.07
1176	MAYANERT	8909020859082	116599.00	874.49	1748.98	2623.47
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38	9029.07
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56	6477.84
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34	5754.51
1191	MAHAPALV	7906145796083	174960.00	1312.20	2624.40	3936.60
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64	11177.46
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14	5487.21
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36	3335.04

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1221 MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226 VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227 KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233 SEBATH TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234 GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235 MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236 BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237 SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238 OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239 KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240 JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241 MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245 MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247 MOGOREGIL LW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249 EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253 RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256 MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257 FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93

			83970.41	167940.83	251911.24

MAGARENI MUNICIPALITY

LISTING OF: PENSION FORMULA NO'S: 2 C/ (06) PRINTED- FOR 2023/01/31 PAGE 1
CAPE RETF

E/CODE	EMPLOYEE NAME	CO.CONTRIB	EMP.AMOUNT TOTAL
R33	POTGIETER WJ MR	5008055003089 2749.41	2520.29 5269.70
R48	MASE NL MRS	7908160505084 6203.35	5686.40 11889.75
R50	MEKHOA (MOTHIBI) KC MS	8501100924082 2772.73	2541.67 5314.40
R51	VALTYN L MS	6511130190085 3558.34	3261.81 6820.15

R52 MOKITIMI (MELATO)MF MRS
R53 MOKOMELA B MRS
R54 AMOSE LO MS
R55 MERE CM MR
R56 WATSON D MS
R57 PLATA BG MR

8009260629087 3558.34
7407050337088 2749.41
8911220620082 3558.34
8304205344086 2668.75
8110160025085 2772.73
9004185266080 6705.08

3261.81
2520.29
3261.81
2446.36
2541.67
6146.33

6820.15
5269.70
6820.15
5115.11
5314.40
12851.41

NO. PRINTED =

10 37296.48

34188.44

71484.92

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01 MAG ARENG MUNICIPALITY

FOR: 23/02/28

3/6/2023

PENSION REPORT - CAPE JOINT

E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT.	TOTAL
7	MACOMA M B	6704095478088	496776.00	3725.82	7451.64	11177.46
8	LENTSOE CD	6704095478088	575306.33	4314.80	8629.59	12944.39
142	CROSS DP	8612280402086	116599.00	874.49	1748.98	2623.47
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98	2623.47
146	BOGACWI KH	7212195622083	430884.00	3231.63	6463.26	9694.89
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96	2839.44
179	MASE MC	8803070875082	116599.00	874.49	1748.98	2623.47
1126	IKANENG EN	7509220711082	221388.00	1660.41	3320.82	4981.23
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18	12001.77
1135	MOLEELE GJ	7404046121080	232596.00	1744.47	3488.94	5233.41
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62	8817.93
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17	5619.26
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46	5358.69
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14	5892.21
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38	3845.07
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38	3845.07
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52	2825.28
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52	2825.28
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38	3845.07
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98	2623.47
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38	9029.07
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56	6477.84
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34	5754.51
1191	MAHAPALV	7906145796083	174960.00	1312.20	2624.40	3936.60
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64	11177.46
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14	5487.21
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36	3335.04

1221 MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226 VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227 KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233 SEBATI TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234 GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235 MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236 BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237 SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238 OLYND	8111025238087	179172.00	1343.79	2687.58	4031.37
1239 KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240 JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241 MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245 MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247 MOGOREGI LW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249 EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253 RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256 MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257 FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
		84117.64		168235.28	252352.92

BA MAG ARENG MUNICIPALITY

PENSION REPORT - CAPE JOINT

FOR: 23/03/31

4/5/2023

E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT.	TOTAL
7	MACOMA MB	6704095478088	496776.00	3725.82	7451.64	11177.46
8	LENTSOE CD	6704095478088	575306.33	4314.80	8629.59	12944.39
142	CROSS DP	8612280402086	116599.00	874.49	1748.98	2623.47
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98	2623.47
146	BOGACWI KH	7212195622083	430884.00	3231.63	6463.26	9694.89
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96	2839.44
179	MASE MC	8803070875082	116599.00	874.49	1748.98	2623.47
1126	IKANENG EN	7509220711082	221388.00	1660.41	3320.82	4981.23
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18	12001.77
1135	MOLELE GJ	7404046121080	232596.00	1744.47	3488.94	5233.41
1155	SENONOHI KC	7701050404082	391908.00	2939.31	5878.62	8817.93
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17	5619.26
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46	5358.69
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14	5892.21
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38	3845.07
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38	3845.07
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52	2825.28
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52	2825.28
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38	3845.07
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98	2623.47
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38	9029.07
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56	6477.84
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34	5754.51
1191	MAHAPA LV	7906145796083	174960.00	1312.20	2624.40	3936.60
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64	11177.46
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14	5487.21
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36	3335.04

"POC12"

1221 MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226 VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227 KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233 SEBATI TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234 GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235 MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236 BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237 SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238 OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239 KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240 JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241 MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1245 MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247 MOGOREGILW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249 EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253 RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256 MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257 FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
			84117.64	168235.28	252352.92

MAGARENI MUNICIPALITY (06) PRINTED- 2023 FOR 2023/03/31 PAGE 1

E/CODE	EMPLOYEE NAME	ID NUMBERS	LISTING OF: PENSION FORMULA N(2 C/	CO. CONTRIB EMP. AMOUNT	TOTAL
R33	POTGIETER WJ MR	5008055003089	2749.41	2520.29	5269.70
R48	MASE NL MRS	7908160505084	6203.35	5686.40	11889.75
R50	MEKHOA (MOTHIBI) KC MS	8501100924082	2772.73	2541.67	5314.40
R51	VALTYN L MS	6511130190085	3558.34	3261.81	6820.15

R52 MOKITIMI (MELATO)MF MRS
R53 MOKOMELA B MRS
R54 AMOSE LO MS
R55 MERE CM MR
R56 WATSON D MS
R57 PLATA BG MR

8009260629087 3558.34
7407050337088 2749.41
8911220620082 3558.34
8304205344086 2668.75
8110160025085 2772.73
9004185266080 6705.08

3261.81
2520.29
3261.81
2446.36
2541.67
6146.33

6820.15
5269.70
6820.15
5115.11
5314.40
12851.41

NO. PRINTED =

10 37296.48

34188.44

71484.92

01 MAG ARENG MUNICIPALITY

FOR: 23/04/30

5/3/2023

PENSION REPORT - CAPE JOINT

E/CODE	NAME	ID NUMBERS	SALARY	PENSION NO.	E/COMP. AMNT.	TOTAL
7	MACOMA MB	6704095478088	496776.00	3725.82	7451.64	11177.46
8	LENTSOE CD	6704095478088	575306.33	4314.80	8629.59	12944.39
142	CROSS DP	8612280402086	116599.00	874.49	1748.98	2623.47
143	MARUPING TS	8110180819087	116599.00	874.49	1748.98	2623.47
146	BOGACWI KH	7212195622083	430884.00	3231.63	6463.26	9694.89
178	DIPHATSE JM	7704190550087	126197.00	946.48	1892.96	2839.44
179	MASE MC	8803070875082	116599.00	874.49	1748.98	2623.47
1126	IKANENG EN	7509220711082	221388.00	1660.41	3320.82	4981.23
1128	KHAZIWA VK	8702130239083	533412.00	4000.59	8001.18	12001.77
1135	MOLEELE GJ	7404046121080	232596.00	1744.47	3488.94	5233.41
1155	SENONOH KC	7701050404082	391908.00	2939.31	5878.62	8817.93
1158	MOTLOGELWA SJ	7907075520089	249745.00	1873.09	3746.17	5619.26
1159	MOSHANE TM	8807120772082	238164.00	1786.23	3572.46	5358.69
1164	MOCHANE KM	8808195299084	261876.00	1964.07	3928.14	5892.21
1167	MACHWANA PG	8704186111083	170892.00	1281.69	2563.38	3845.07
1168	HANS KM	9005125336081	170892.00	1281.69	2563.38	3845.07
1169	PHEPHENG MB	7611145445083	125568.00	941.76	1883.52	2825.28
1170	MAKGARI FO	8708245582085	125568.00	941.76	1883.52	2825.28
1171	TAU RM	9009066138084	170892.00	1281.69	2563.38	3845.07
1176	MAYANE RT	8909020859082	116599.00	874.49	1748.98	2623.47
1178	SELEKE RA	8112050329080	401292.00	3009.69	6019.38	9029.07
1179	MALGAS BL	8208080543086	287904.00	2159.28	4318.56	6477.84
1181	RAADT MS	8812035523083	255756.00	1918.17	3836.34	5754.51
1191	MAHAPA LV	7906145796083	174960.00	1312.20	2624.40	3936.60
1214	MODISE K	9201206108081	496776.00	3725.82	7451.64	11177.46
1219	KWELE VK	9105015561085	243876.00	1829.07	3658.14	5487.21
1220	OLIFANT BA	8507275817084	148224.00	1111.68	2223.36	3335.04

"Poc 13"

1221	MHANDU SM	8908210417081	138048.00	1035.36	2070.72	3106.08
1226	VUMU A	8701130822088	243876.00	1829.07	3658.14	5487.21
1227	KRUGER CC	8511290089083	473784.00	3553.38	7106.76	10660.14
1233	SEBATI TV	7701225325089	174960.00	1312.20	2624.40	3936.60
1234	GAWUZELA M	8909196442085	232596.00	1744.47	3488.94	5233.41
1235	MOLEKO T	9303265664085	148224.00	1111.68	2223.36	3335.04
1236	BITTERBOS AP	8412235069084	148224.00	1111.68	2223.36	3335.04
1237	SITHOLE S	9012310304080	227667.00	1707.50	3415.01	5122.51
1238	OLYN D	8111025238087	179172.00	1343.79	2687.58	4031.37
1239	KGATLHANE B	8907020243083	227667.00	1707.50	3415.01	5122.51
1240	JONAS LR	9008236098087	179172.00	1343.79	2687.58	4031.37
1241	MOHANYEHANYE MR	7802175691080	221388.00	1660.41	3320.82	4981.23
1243	MOKWA O	9709075058088	216600.00	1624.50	3249.00	4873.50
1245	MODISAOTSILE TP	9203055332085	255756.00	1918.17	3836.34	5754.51
1247	MOGOREGILW	8604305280084	221388.00	1660.41	3320.82	4981.23
1249	EKSTEEN MD	8905305188080	255756.00	1918.17	3836.34	5754.51
1253	RAMARU D	9302216122086	179172.00	1343.79	2687.58	4031.37
1255	SEKGAMORIRI MP	8404211008087	144720.00	1085.40	2170.80	3256.20
1256	MACWECWE SS	8701020564089	174960.00	1312.20	2624.40	3936.60
1257	FREDDIE KG	8007145602089	391908.00	2939.31	5878.62	8817.93
				85742.14	171484.28	257226.42
1 MAGARENG		MUNICIPALITY	LISTING OF: FORMULA NO'S 2	PENSION C/	(06) PRINTED- 2023/05/03 (11:50)	CAPE RETF

E/CODE	EMPLOYEE NAME	ID NUMBERS	CO.CONTRIB	EMP.AMOUNT	TOTAL	FOR 2023/04/30 PAGE 1
R33	POTGIETER WJ MR	5008055003089	2749.41	2520.29	5269.70	
R48	MASE NL MRS	7908160505084	6176.13	5661.45	11837.58	
R50	MEKHOA (MOTHIBI)	8501100924082	2772.73	2541.67	5314.40	
R51	VALTYN L MS	6511130190085	3558.34	3261.81	6820.15	
R52	MOKITIMI (MELATO	8009260629087	3558.34	3261.81	6820.15	
R53	MOKOMELA B MRS	7407050337088	2749.41	2520.29	5269.70	

R54 AMOSE LO MS	8911220620082	3558.34	3261.81	6820.15
R55 MERE CM MR	8304205344086	2668.75	2446.36	5115.11
R56 WATSON D MS	8110160025085	2772.73	2541.67	5314.40
R57 PLATA BG MR	9004185266080	6689.26	6131.82	12821.08
NO. PRINTED =		37253.44	34148.98	71402.42

IN THE MAGISTRATE COURT FOR THE DISTRICT OF FRANCES BAARD
HELD AT HARTSWATER

CASE NO: 67/2024

IN THE MATTER BETWEEN;

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

AND

YONAS SAHLU

AND OTHER ILLEGAL OCCUPANTS

FIRST RESPONDENT

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAG X1 HARTSWATER
CLERK OF THE SMALL CLAIMS

MAGARENG MUNICIPALITY

SECOND RESPONDENT

EX PARTE APPLICATION FOR AN ORDER TO SERVE NOTICE IN TERMS OF SECTION 4 OF THE PREVENTION OF ILLEGAL EVICTION FROM AND UNLAWFUL OCCUPATION OF LAND ACT NO 19 OF 1998

KINDLY TAKE NOTICE THAT the Application will be made on behalf of the abovementioned Applicant to the above Honourable Court on the 03 day of July 2024 at 09h00 am or soon thereafter as the matter may be heard for an order in the following terms;

1. An authorization to issue Notice of proceedings as contemplated in section 4(2) of the Prevention of Illegal Eviction from and unlawful occupation of land Act number 19 of 1998.
2. That the Notice of proceedings be served by the Sheriff of the court on the First Respondent and the other occupants personally and on the Second Respondent in terms of the Rules of the Magistrate's Court.
3. The occupation by First Respondent and those claiming title to the Property through her herein respect of the erf known as flat no 27, Erasmus Street, Warrenton (hereinafter referred to as the Property) declared unlawful.
4. First Respondent and those claiming title to the Property through her be ordered to vacate the Property immediately.
5. First Respondent pays the costs of suit
6. Rule Nisi be issued calling upon the Respondent(s) to provide the court with reasons, on the 7th day of August 2024 at 09h00 or as soon thereafter as the matter may be heard why this order should not be made final.

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12 JUL 2024	
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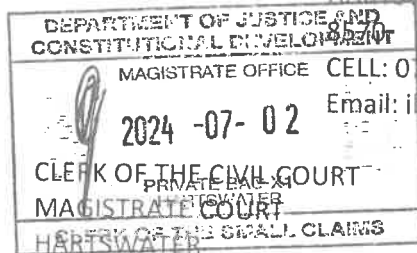
Mr. Joubert

KINDLY TAKE FURTHER NOTICE that the Affidavit of Muhammad Khalid Waqas and relevant annexures will be attached in support of this application marked Annexure A.

DATED AT HARTSWATER ON THIS 07 DAY OF Feb 2024

APPLICANT'S ATTORNEYS

J K L IKANENG'S ATTORNEYS
REF: MR K J IKANENG
1B D F MALAN STREET
P O BOX 175
HARTSWATER



CELL: 078 498 4466 / 071 0404 043
Email: ikaneng@hartswater.com

TO:

AND TO: FIRST RESPONDENT
YONAS SAHLU
FLAT NO 27
ERASMUS STREET
WARRENTON

AND TO: SECOND RESPONDENT
MAGARENG MUNICIPALITY
WARRENTON

IN THE MAGISTRATE COURT OR THE DISTRICT OF FRANCES BAARD
HELD AT HARTSWATER

CASE NO:

67/2024

IN THE MATTER BETWEEN;

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

AND

YONAS SAHLU
AND OTHER ILLEGAL OCCUPANTS

FIRST RESPONDENT

MAGARENG LOCAL MUNICIPALITY

SECOND RESPONDENT

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAG X1 HARTSWATER
CLERK OF THE PEACE CLERK

NOTICE OF MOTION

PART A

PLEASE TAKE NOTE THAT the Applicant intend bring application before the Above Honourable Court on the 03 day of July 2024 at 09:00 or as soon thereafter as the Legal Representative for the Applicant may be heard and seek for an Order in the following terms :

1. That the contents of the Notice required in terms of section 4(2) of the Prevention of illegal Eviction from and Unlawful Occupation of Land Act, Act 19 of 1998 (hereinafter referred to as PIE ACT), hereto attached, be confirmed;
2. That the Applicant be directed to serve the abovementioned Notice as well as this Application for the eviction of the First Respondent(s) and any person occupying the property known as ERF 27, Erasmus Street, Warrenton (hereinafter referred to as FLAT no 27) through First Respondent , in a manner provided for in Rule 9(3)(a) or Rule 9(3)(b) of the Magistrate's Court Rules, alternatively a manner directed by the above Honourable Court;
3. That leave be granted to the Applicant to approach the above Honourable Court on the same papers, supplemented where and if necessary, for an order in terms of Part B of this Application;
4. That the costs of this Part A of the Application, be costs in Part B of the Applicant;
5. That such further and / or alternative relief be afforded to the Applicant, as the Honourable Court deems fit.

PLEASE TAKE FURTHER NOTICE THAT the Founding Affidavit of Muhammad Khalid Sunny Waqas attached hereto, with the relevant Annexures attached thereto, will be used in support of this Part A of the Application marked annexure A.

PLEASE place Part A of this Application on the roll accordingly

PART B

REPUBLIC OF SOUTH AFRICA CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAG X1 HARTSWATER
CLERK OF THE SMALL CLAIMS

PLEASE TAKE NOTICE THAT the Applicant intend to bring application to the Above Honourable Court and seek for an Order in the following terms:

1. That First Respondent and any person occupying the property known erf 27 Erasmus Street, Warrenton (hereinafter referred to as FLAT no 27) through First Respondent, be ordered to vacate the Property with immediate effect from date of this order, alternatively a date determined by the Honourable Court;
2. That in the event of First Respondent and / or any person occupying the Property through the First Respondent failing to adhere to this Order, the Sheriff for the District of Warrenton and Jan Kempdorp or his Deputy , be authorized and ordered to give effect to this Order in a manner that he deems practical and necessary and in the event that he deems it necessary, to obtain the assistance of the South African Police Services for the sake of giving proper effect to this Order.
3. That First Respondent be ordered to pay the costs of this Application; and
4. That such further and / or alternative relief be afforded to the Applicant, as the Honourable Court deems fit.

PLEASE TAKE FURTHER NOTICE THAT the Founding Affidavit of Muhammad Khalid Waqas attached hereto, with the relevant Annexures, will be used in support of this Part B of the Application.

PLEASE TAKE FURTHER NOTICE THAT the Applicant herewith appoint the address of her attorneys J K L Ikaneng Attorneys, 1B D F Malan Street, P O Box 175, Hartswater, 8570 as the address where they will accept the notice and service of all process in this matter.

PLEASE TAKE FURTHER NOTICE THAT should you intend to oppose this Part B of the Application you are required to

- (a) Inform the attorneys for the Applicant in writing of your intention to oppose within 5 days of service of this application.
- (b) File your opposing affidavit if any within 10 days after giving notice mentioned in paragraph (a) above and
- (c) Include in your notice mentioned in paragraph (a) above and the address referred to in Rule 55 (1)(e) of the Magistrate Court Rules where you will accept Notice and service of all documents in this matter.

PLEASE TAKE FURTHER NOTICE THAT if no service mentioned in paragraph (a) is given this application will be made on the 7th day of August 2024 at 09:00 or soon thereafter as the legal representative of the Applicant may be heard.

DATED AT HARTSWATER ON THE 27 **DAY OF** Free soon

APPLICANT'S ATTORNEYS

J K L IKANENG'S ATTORNEYS

REF : MR K J IKANENG

1B D F MALAN STREET

P O BOX 175

HARTSWATER

DEPARTMENT OF JUSTICE	8570
CONSTITUTIONAL DEVELOPMENT	
MAGISTRATE OFFICE	Cell: 078 498 4466/ 071 0404 043
2024 -07- 02	Email: ikaneng@hartswater.com
CLERK OF THE CIVIL COURT	
PRIVATE BAG X1	
MAGISTRATE COURT	
HARTSWATER	

TO:

AND TO:

FIRST RESPONDENT

YONAS SAHLU

FLAT 27

ERASMUS STREET

WARRENTON

AND TO:

SECOND RESPONDENT

MAGARENG LOCAL MUNICIPALITY

MAGRIETA PRINSLOO STREET

WARRENTON

IN THE MAGISTRATE COURT FOR THE DISTRICT OF FRANCES BAARD
HELD AT HARTSWATER

CASE NO: 67/2024

IN THE MATTER BETWEEN;

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

AND

YONAS SAHLU
AND OTHER ILLEGAL OCCUPANTS

FIRST RESPONDENT

MAGARENG MUNICIPALITY

SECOND RESPONDENT

APPLICANT'S FOUNDING AFFIDVIT

I, the undersigned person

Muhammad Khalid Sunny Waqas

Do hereby declares as follows:

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAG X1 HARTSWATER
CLERK OF THE SMALL CLAIMS

1. That the contents of this affidavit falls squarely within the ambits of my knowledge and are true and correct unless the contrary is proven.
2. I am the Applicant in this matter, adult male person, unmarried, self- employed and resident at Flat no 25, Hertzog street, Hartswater.
3. First Respondent is Yonas Sahlu, adult male person, resident at flat no 27, Erasmus street, Warrenton and whose full and further particulars are unknown to me.
4. Second Respondent is Magareng Municipality, a municipality created by the Member of the Executive Committee in terms of the provision of Section 55 of the Constitution of the Republic of South Africa Act 108 of 1998 read with section 12 of the Local Government Municipality Structure Act 117 of 1998.
- 4.1 A body with full legal personality in terms of section 2(d) of the Local Government Municipal system Act 32 of 2000.
- 4.2 With its office situated at Magrieta Prinsloo Street, Warrenton, Northern Cape Province.
5. I state that I seek no order against Second Respondent and the latter person has been enjoined in these proceedings for the sake of compliance of Section 4 (2) of PIE ACT.
6. The Whole Cause of Action arose within the Court's area of Jurisdiction,

M.K

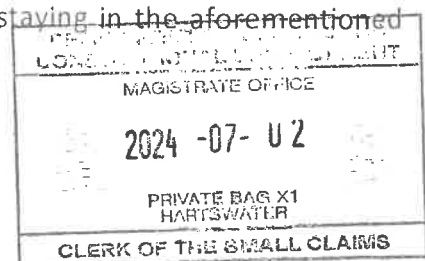
- 6.1 Alternatively, the parties are domiciled within the court's area of jurisdiction.
7. Where I make legal submissions I do so on the advice received from my legal representative, which advice I believe and accept to be true and correct in all material respects, see the annexed copy of the Confirmatory Affidavit of Mr K J Ikaneng marked annexure B
8. I am the lawful owner of the abovementioned residential premises currently occupied by the First Respondent.
- 8.1 I state that on the 31st day of July 2019 Muhammad Abid Qamer purchased residential property from Mr Abubaker Ebrahim which comprises of residential premises (FLATS), see the annexed Deed of sale marked annexure C.
- 8.2 The purchase price of the abovementioned property amount to R 250 000.00 which have been paid in full.
- 8.3 The registration and transfer of the aforementioned property into Qamer name from the seller is not yet finalized.
9. On the 01st day of August 2020 myself and Muhammad Abid Qamer concluded written sale agreement in respect of the immovable property (Flat situated at stand no 27 Erasmus street, Warrenton, Northern Cape Province), see the annexed copy of such agreement marked annexure D.
10. On or about the 1st day of March 2021 Applicant and First Respondent concluded a verbal lease agreement at Hartswater in respect of the residential premises (FLAT) situated at erf 27, Erasmus Street, Warrenton , inter alia the terms and conditions of the parties agreement were as follows:
- (i) That Applicant rent out and First Respondent hired from Applicant residential premises known as flat no 27.
 - (ii) The keys of the above described residential premises has been handed over to the First Respondent after deposit of R 1500,00 in Hartswater
 - (iii) The agreed monthly occupational rent payable by the First Respondent (tenant) was and or R 1500.00
 - (iv) The duration of the verbal lease agreement was 3 years from date of conclusion of the verbal lease agreement.

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DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- U 2
PRIVATE BAG X1 HARTSWATER
CLERK OF THE SMALL CLAIMS

- (v) Payment in the sum of R 1500.00 was to be made by the tenant (First Respondent) to the Landlord (Applicant) directly on or before the 07th day of each and every consecutive months.
- (vi) That should the tenant fail to pay the monthly occupational rent the landlord shall be entitled to evict the tenant from the aforementioned residential premises
- (vii) First Respondent took occupation and possession of the above described residential premises on the 1st day of March 2021 until to date.
11. From the period May 2021 until to date First Respondent defaulted to make payment of the monthly occupational rent of the sum of R 1500.00 in respect of the residential premises and continues to stay therein.
12. The total amount of R 55 500.00 for the monthly occupational rent in respect of the residential premises for the period May 2021 until to date.
13. The amount of R 55 500.00 is due and payable to me by First Respondent and as such the latter person is indebted to me in the said sum.
14. First Respondent and other illegal occupants continuously stay in my residential premises without paying any monthly occupational rent nor paying municipal tax and rates at Magareng Local Municipality and or pay water usage for the specified period.
15. I state that presently there is no arrangement between myself and First Respondent and or other occupants of the said residential premise(s) to further stay and take control and occupation of the above described property.
16. Notwithstanding several demands being made by myself to First Respondent and other illegal occupants to vacate the above described property, the latter person(s) failed, refused and or neglected to adhere to such demands.
17. First Respondent and or other occupants are not the lawful or registered owner(s) of the residential premises and or business premises in terms of Section 1 of the PIE ACT
18. Alternatively, there is no mutual arrangement which exist between myself and First Respondent as well as other occupants to continue staying in the aforementioned residential premises.

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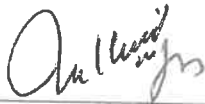


19. Insofar as my knowledge is concerned there are no minor children and or mentally retarded persons staying with First Respondent in the abovementioned residential house

20. I respectfully submit that the Above Honourable Court should grant me the relief as sought in the Notice of Motion.

DATED AT HARTSWATER ON THE 27 DAY OF JUNE 2024

DEPONENT

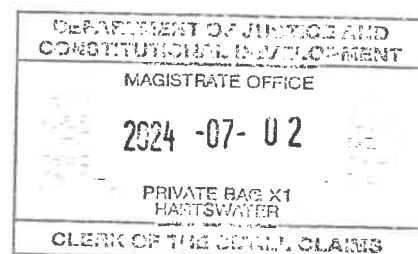
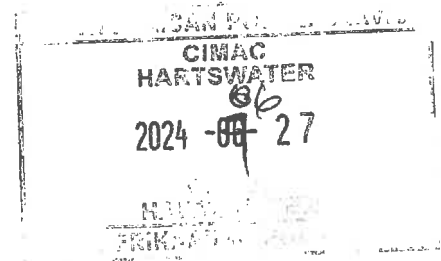


MUHAMMAD KHALID SUNNY WAQAS

1. Has acknowledge that he knows and understands the contents of this affidavit
2. Has stated that he has no objection in taking the prescribed oath.
3. Has stated that he considers an oath be binding on his conscience
4. Has sworn in due form that the contents of this affidavit are true
5. Has signed this affidavit before me at HARTSWATER on the 27 day of JUNE 2024

COMMISSIONER OF OATHS

Goswami
Sargent-
Odileung
1022510-0
Goswami



IN THE MAGISTRATE COURT OR THE DISTRICT OF FRANCES BAARD
HELD AT HARTSWATER

CASE NO:

IN THE MATTER BETWEEN;

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

AND

YONAS SAHLU
AND OTHER ILLEGAL OCCUPANTS

FIRST RESPONDENT

MAGARENG MUNICIPALITY

SECOND RESPONDENT

CONFIRMATORY AFFIDAVIT

I, the undersigned person

Kgosiemang John Ikaneng

Do hereby declares as follows:

1. That the contents of this affidavit falls squarely within the ambits of my knowledge and are true and correct unless the contrary is proven.
2. I am an adult male person, married, self – employed and practicing attorney at J K L Ikaneng Attorneys, 1B D F Malan Street, Hartswater.
3. I have read the founding affidavit of the Applicant in its entirety and I confirm that all references to my name and conduct are the truth in all material respects.

DATED AT HARTSWATER ON THE 27th DAY OF JUNE 2024

DEPONENT

KGOSIEMANG JOHN IKANENG

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAG X1 HARTSWATER
CLERK OF THE SMALL CLAIMS

1. Has acknowledge that he knows and understand the contents of this affidavit
2. Has stated that he has no objection in taking the prescribed oath.
3. Has stated that he considers an oath be binding on his conscience.
4. Has sworn in due form that the contents of this affidavit are True
5. Has signed this affidavit before me at HARTSWATER on the 27th day of JUNE 2024

COMMISSIONER OF OATHS

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Gosimpkwa

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
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Annexure C

MEMORANDUM OF SALE AGREEMENT

MADE AND ENTERED INTO BETWEEN

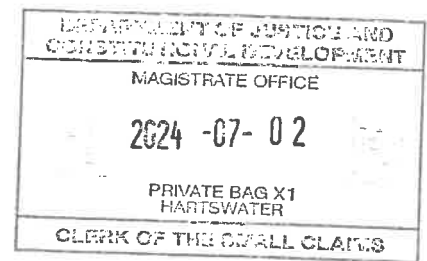
ABUBAKER EBRAHIM

IDENTITY NO: 730928 5073 084
MARITAL STATUS: UNMARRIED
RESIDENTIAL ADDRESS: HOUSE NO 4
WARREN CRESENT
WARRENTON
POSTAL ADDRESS: SAME AS ABOVE
CELLPHONE NO:
OCCUPATION: SELF - EMPLOYED

AND

MR MUHAMMAD ABID QAMER

DATE OF BIRTH: 800205 6398 082
MARITAL STATUS: UNMARRIED
BUSINESS ADDRESS: HOUSE NO 25
FLAT NO 25
HARTSWATER
OCCUPATION: SELF - EMPLOYED
POSTAL ADDRESS: SAME AS ABOVE
CONTACT NUMBER: 072 301 0100



For purpose of convenience Mr A Ebrahim shall (hereinafter be referred to as the Seller)
WHEREAS Mr. M Qamer shall (hereinafter be referred to as the Purchaser).

The parties specifically record their agreement as follows:

1. DESCRIPTION OF THE IMMOVABLE PROPERTIES

- 1.1 The Seller sells immovable properties known as flat 27 and shop no 27 respectively These premises are currently situated at erf no 27. Erasmus street, Warrenton, 8530.
- 1.2 The seller is the lawful owner of the above described properties.

2. PURCHASE PRICE

- 2.1 The agreed purchased price in respect of flat 27 mounts to R250 000.00
- 2.2 The agreed purchased price in respect of shop no 27 mount to R 500 000.00

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3. METHOD OF PAYMENTS

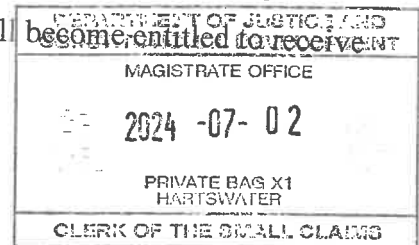
- 3.1 Cash payment in the sum of R 750 000.00 has been made by the purchaser into the seller's account on the date of the conclusion of this agreement and payment.

4. CONTROL AND OCCUPATION

- 4.1 Vacant possession and occupation of the properties will be given to the purchaser by the seller after signing of this agreement and full payment of the purchase price
- 4.2 The occupant shall be responsible for payment of costs relating to the supply of electricity, gas and water to the property.

5. INSURANCE

The seller shall be obliged to insure the property for its full replacement value against those perils normally insured against and shall maintain such insurance up to and including the date of transfer of property into the name of purchaser. In the event of occurrence of any peril insured against, the seller shall immediately institute a claim against his insurer and forthwith cede or assign his claim against the insurer over to the purchaser. In the event of this agreement being cancelled or terminated for whatsoever reason, any cession or assignment of any claim as aforesaid will lapse *pari passu* and the seller shall become entitled to receive the proceeds of such claim.



6. REGISTRATION AND TRANSFER

- 6.1 The purchaser shall nominate the conveyancers at their convenient time to effect registration and transfer of the above described property into their names.
- 6.2 The purchaser undertake to make all payments in respect of the transfer costs and any legal costs incidental to the registration and transfer of the above described property.
- 6.3 In the event of death of the seller the Executor, Executrix and or Administrator in the Estate Late of the deceased seller, shall be obliged to transfer the above described property, provided registration and transfer would not have been effected, into the purchaser during the Liquidation and Distribution of the Estate Late of the Seller.
- 6.4 In the event of simultaneous death of the purchasers or death of one of the purchaser the Executor, Executrix and or Administrator in the Estate Late of the deceased purchaser,

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provided that registration and transfer would not have been effected, shall ensure that the above described property be transferred to the rightful and or nominated beneficiaries in dealing with the question of Liquidation and Distribution Account in the Estate Late of the purchasers or one of the purchasers.

6. ESTATE AGENT

The purchaser guarantees in favour of the seller that he has not been introduced to the property by an Estate agent nor was he persuaded by an Estate agent to conclude this sale. Accordingly, the purchaser indemnifies and hold the seller harmless against any claim for commission which may be instituted by an Estate agent as a result of this transaction.

7. BREACH OF CONTRACT AND CANCELLATION

In the event of the Purchaser failing to make payment of any monies or failing to comply with any other obligation within 7 (seven) days of dispatch of written request to that effect at the instance of the Seller then, in such an event, the Seller shall be entitled, without prejudice to any other rights the Seller may have, including but not limited to the right to claim damages, either,

To terminate this agreement in which event the seller shall be entitled to obtain immediate repossession of the property and to claim forfeiture of and retain on account of damages all monies paid by the purchaser to the seller or the Conveyancer on account of the purchase price, costs or otherwise in terms of or pursuant of this agreement, or

To require the purchaser to fulfil all obligations hereunder

If he seller institutes legal proceedings against the purchaser for payment of any amount and / or performance of any obligations due by the purchaser in terms hereof, the purchaser shall pay all costs incurred by the seller , including the costs of any letter of demand, all collection charges and attorney and own client charges.

If the purchaser disputes the seller's right to cancel and / or remains in occupation of the property after date of cancellation the purchaser shall continue to pay occupational rent or interest and levies as herein provided in consideration for c continuing to occupy the property.

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DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAS X1 HOUTSVATER
CLERK OF THE COURT CLERK

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8. MOVABLES INCLUDED

The property is sold with the inclusion of all fixed equipment and appurtenances which are sold voetstoots in one indivisible transaction and which the seller warrants to be his property and fully paid for, namely: NONE

9. NOTICE OF DOMICILIA

Apart from notice of acceptance of the offer as provided for in clause 1, above, the parties hereby choose the address in clause 2 hereof as their respective domicilium citandi et executandi for all purposes under this agreement.

Any notice to any party shall be addressed to him at its domicilium and may either be sent by prepaid registered post, delivered by hand or delivered by e-mail. Either party may change its' domicilium to any other address in the Republic of South Africa by given the other party 7 (SEVEN) days' notice of such change of address.

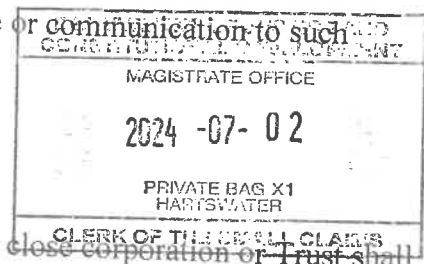
In the case of any notice being:

Sent by prepaid registered post, it shall be deemed to have been received unless the contrary is proven, on the 07th business day after posting

Delivered by hand, it shall be deemed to have been received unless the contrary is proven on the date of delivery, provided that such date is a business day or otherwise on the next following business day;

Delivered by e-mail it shall be deemed to have been received by the addresses on the day following the date that the e-mail was sent, unless the contrary is proved.

Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission shall be adequate written notice or communication to such party.



10. PERSONAL LIABILITY OF REPRESENTATIVES

Any person signing this agreement on behalf of a company or ~~close corporation or Trust~~ shall be personally bound and liable for the due performance of all obligation in terms of this deed of sale by his principal and shall be deemed to bind himself to the seller as surety and co-principal debtor in solidum with his principal for the due performance by him as the purchaser of all the terms and conditions of this agreement.

In the event of there being two or more purchasers, the liability of the purchasers shall be jointly and severally.

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Any person married in community of property signing this agreement on behalf of his/ her spouse, warrants that he / she has obtained the written consent of his / her spouse, or that such consent will be obtained as required by the Matrimonial Property Act, No 88 of 1984

11. JURISDICTION

The purchaser hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944 (as amended), to the jurisdiction of the Magistrate's Court in any action instituted by the seller arising out of this agreement. Notwithstanding anything herein contained, the seller shall be entitled to institute any action against the purchaser arising out of this agreement in any Court having jurisdiction.

12. VOETSTOOT / STRUCTURAL DEFECTS

The purchaser buys the property voetstoots and as it stands, and confirms that the seller has made no representations, and has given no warranties or guarantees, except for those set out in this agreement.

The purchaser further acknowledges that:

He has inspected the property and is aware of its conditions, size, location improvements and the conditions of the title deed and township

The seller shall not be liable for any defects in the property

If in his possession, the seller shall furnish the purchaser with all existing building plans prior to the date of transfer but makes no representations and gives no warranties regarding the existing structures on the property, save as provided for in this agreement.

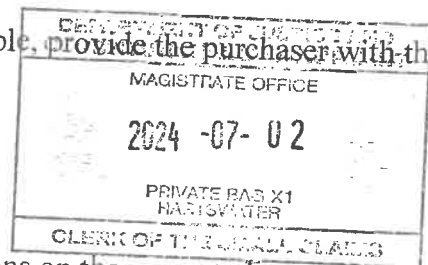
The seller confirms that he is not aware of any alien or listed invasive plants, as contemplated in Regulation 29 of the Alien and Invasive Species Regulations, 2014 issued under the National Environmental Management: Biodiversity Act, 10 of 2004, on the property.

13. CERTIFICATES OF COMPLIANCE

On or before the date of transfer, the seller shall, if applicable, provide the purchaser with the following certificate/s at the seller's costs

14. CERTIFICATE: ELECTRICAL INSTALLATION

Certificate of compliance in respect of electrical installations on the property in compliance with Regulations 9 (2) of the Electrical Installations Regulations, 2009, issued under the



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Occupational Health and Safety act, No 85 of 1993. Should the person issuing the certificate report fault or defect in the electrical installation, the seller must rectify the defect at his costs.

15. CERTIFICATE: ELECTRICAL FENCE

An electric fence system certificate in compliance with Regulation 12 of the Electrical Machinery Regulations, 2011, issued under act 85 of 1993;

16. CERTIFICATE: GAS

Certificate of conformity applicable to all gas appliances to all gas appliances or systems on the property in compliance with Regulation 17(3) of the Pressure Equipment Regulations, 2009, issued under act 85 of 1993

The seller hereby authorises the Conveyancer to deduct the cost of procuring any of the above certificates from the proceeds of the sale

The seller shall not make any alterations to the electrical and / or gas installation(s) on the property after the date of issue of the certificate(s).

The seller does not guarantee any aspect of the electrical and or gas installation on the property which falls outside the scope of the side certificates.

17. CONSUMER PROTECTION ACT ("CPA")

The seller confirms that:

It is not in the ordinary course of his business to sell immovable property

He is not a supplier, as defined in the CPA, for purposes of this transaction

J K L Ikaneng attorneys ("The attorneys) acknowledge that is in the ordinary course of their business to:

Market and facilitate the sale of immovable property

Introduce prospective sellers and purchasers to each other

Assist prospective sellers and purchasers with advice on the sale and transfer of immovable property

Register the transfer of immovable property

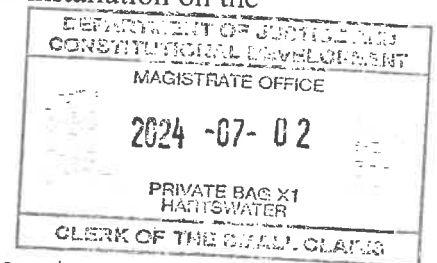
Attend to the financial arrangements related to the sale and transfer to immovable property

Pay the sellers and purchases what is due to them

Provide legal advice to sellers and purchasers about the matters referred to in this agreement

The attorneys declare that they:

Are not suppliers of immovable property



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Do not and cannot take any legal liability or responsibility for the condition of the property
The Purchaser declares that:

He was granted fair and sufficient opportunity to inspect the property

He has inspected the property to his satisfaction

He consider the purchaser price to be fair and reasonable

Neither the seller nor the attorneys used undue influence or marketing tactics to induce the purchaser to sign this agreement.

Neither the seller nor the attorneys made any representations about the conditions of the property which are not contented in this agreement.

He was not introduced to the property by means of direct marketing methods as contemplated in section 24 of CPA

18. GENERAL PROVISIONS

This agreement is the whole agreement between the parties and supersedes all other prior agreement or arrangements, oral or written and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties.

No amendment or consensual cancellation of this agreement or any provision or terms thereof and no extension of time, waiver or relaxation or suspension of any of the provisions of terms of this agreements shall be binding unless recorded in written documents signed by the parties. n such extension, waiver or relation or suspension which is so given or made shall be strictly construed as relating strictly you the matter in respect whereof it was made or given.

This agreement may be executed by the parties in parts and each such part shall upon receipt by the Conveyancer of the original thereof be deemed to be duplicate original of the agreement. Provided that all parts together shall constitute single agreement. It shall however be deemed that this contract was concluded on the date – and t the place where the seller executed it.

This agreement shall be binding upon the executors, administrators, heirs or successors in title of the parties.

No extension of time or waiver or relation of any of the on terms of this agreement shall operate s n estoppel against either party in respect of its right under this agreement, nor shall it operate so s to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

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DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT
MAGISTRATE OFFICE
2024 -07- 02
PRIVATE BAG X1 HARTSWATER
CLERK OF THE PEEL CLAND

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MEMORANDUM OF SALE AGREEMENT

MADE AND ENTERED INTO BETWEEN

MR MUHAMMAD ABID QAMER

DATE OF BIRTH: 800205 6398 082

MARITAL STATUS: UNMARRIED

BUSINESS ADDRESS: HOUSE NO 25

FLAT NO 25

HARTSWATER

OCCUPATION: SELF - EMPLOYED

POSTAL ADDRESS: SAME AS ABOVE

CONTACT NUMBER: 072 301 0100

AND

MUHAMMAD KHALID WAQAS

PASSPORT/ ASSYLUM NO: BJ 6319792

MARITAL STATUS: UNMARRIED

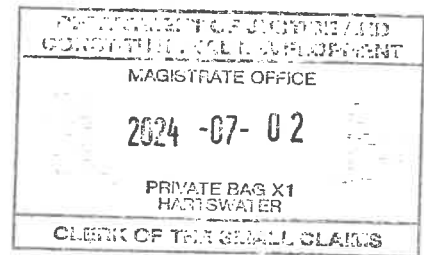
RESIDENTIAL ADDRESS: HOUSE NO 27

ERASMUS STREET

WARRENTON

POSTAL ADDRESS: SAME AS ABOVE

OCCUPATION: SELF - EMPLOYED



For purpose of convenience Mr M A Qamer shall (hereinafter be referred to as the Seller)
WHEREAS Mr. M K S Waqas shall (hereinafter be referred to as the Purchaser).

The parties specifically record their agreement as follows:

1. DESCRIPTION OF THE IMMOVABLE PROPERTIES

1.1 The Seller sells immovable properties known as flat 27 and shop no 27 respectively. These premises re currently situated at erf no 27, Erasmus street, Warrenton, 8530.

1.2 The seller is the lawful owner of the above described properties.

2. PURCHASE PRICE

2.1 The agreed purchased price in respect of flat 27 mounts to R300 000.00

2.2 The greed purchased price in respect of shop no 27 mount to R 550 000.00

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3. METHOD OF PAYMENTS

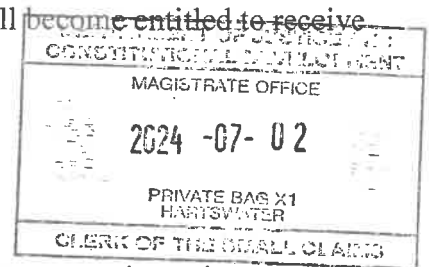
- 3.1 Cash payment in the sum of R 850 000.00 has been made by the purchaser into the seller's account on the date of the conclusion of this agreement and payment.

4. CONTROL AND OCCUPATION

- 4.1 Vacant possession and occupation of the properties will be given to the purchaser by the seller after signing of this agreement and full payment of the purchase price
- 4.2 The occupant shall be responsible for payment of costs relating to the supply of electricity, gas and water to the property.

5. INSURANCE

The seller shall be obliged to insure the property for its full replacement value against those perils normally insured against and shall maintain such insurance up to and including the date of transfer of property into the name of purchaser. In the event of occurrence of any peril insured against, the seller shall immediately institute a claim against his insurer and forthwith cede or assign his claim against the insurer over to the purchaser. In the event of this agreement being cancelled or terminated for whatsoever reason, any cession or assignment of any claim as aforesaid will lapse pari passu and the seller shall become entitled to receive the proceeds of such claim.



6. REGISTRATION AND TRANSFER

- 6.1 The purchaser shall nominate the conveyancers at their convenient time to effect registration and transfer of the above described property into their names.
- 6.2 The purchaser undertake to make all payments in respect of the transfer costs and any legal costs incidental to the registration and transfer of the above described property.
- 6.3 In the event of death of the seller the Executor, Executrix and or Administrator in the Estate Late of the deceased seller, shall be obliged to transfer the above described property, provided registration and transfer would not have been effected, into the purchaser during the Liquidation and Distribution of the Estate Late of the Seller.
- 6.4 In the event of simultaneous death of the purchasers or death of one of the purchaser the Executor, Executrix and or Administrator in the Estate Late of the deceased purchaser, provided that registration and transfer would not have been effected, shall ensure that the

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above described property be transferred to the rightful and or nominated beneficiaries in dealing with the question of Liquidation and Distribution Account in the Estate Late of the purchasers or one of the purchasers.

6. ESTATE AGENT

The purchaser guarantees in favour of the seller that he has not been introduced to the property by an Estate agent nor was he persuaded by an Estate agent to conclude this sale. Accordingly, the purchaser indemnifies and hold the seller harmless against any claim for commission which may be instituted by an Estate agent as a result of this transaction.

7. BREACH OF CONTRACT AND CANCELLATION

In the event of the Purchaser failing to make payment of any monies or failing to comply with any other obligation within 7 (seven) days of dispatch of written request to that effect at the instance of the Seller then, in such an event, the Seller shall be entitled, without prejudice to any other rights the Seller may have, including but not limited to the right to claim damages, either,

To terminate this agreement in which event the seller shall be entitled to obtain immediate repossession of the property and to claim forfeiture of and retain on account of damages all monies paid by the purchaser to the seller or the Conveyancer on account of the purchase price, costs or otherwise in terms of or pursuant of this agreement, or

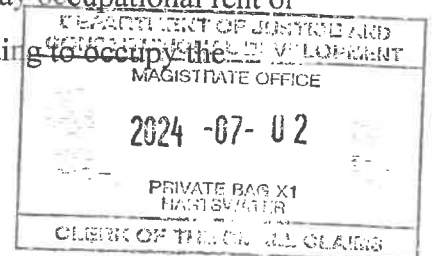
To require the purchaser to fulfil all obligations hereunder

If he seller institutes legal proceedings against the purchaser for payment of any amount and / or performance of any obligations due by the purchaser in terms hereof, the purchaser shall pay all costs incurred by the seller , including the costs of any letter of demand, all collection charges and attorney and own client charges.

If the purchaser disputes the seller's right to cancel and / or remains in occupation of the property after date of cancellation the purchaser shall continue to pay occupational rent or interest and levies as herein provided in consideration for c continuing to occupy the property.

8. MOVABLES INCLUDED

The property is sold with the inclusion of all fixed equipment and appurtenances which are sold voetstoots in one indivisible transaction and which the seller warrants to be his property and fully paid for, namely: NONE



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T.P.

9. NOTICE OF DOMICILIA

Apart from notice of acceptance of the offer as provided for in clause 1, above, the parties hereby choose the address in clause 2 hereof as their respective domicilium citandi et executandi for all purposes under this agreement.

Any notice to any party shall be addressed to him at its domicilium and may either be sent by prepaid registered post, delivered by hand or delivered by e-mail. Either party may change its' domicilium to any other address in the Republic of South Africa by given the other party 7 (SEVEN) days' notice of such change of address.

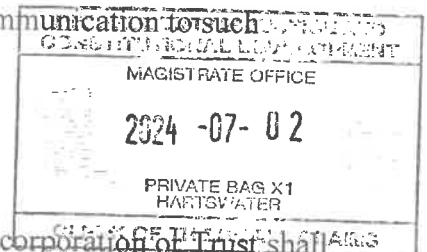
In the case of any notice being:

Sent by prepaid registered post, it shall be deemed to have been received unless the contrary is proven, on the 07th business day after posting

Delivered by hand. it shall be deemed to have been received unless the contrary is proven on the date of delivery, provided that such date is a business day or otherwise on the next following business day;

Delivered by e-mail it shall be deemed to have been received by the addresses on the day following the date that the e-mail was sent, unless the contrary is proved.

Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission shall be adequate written notice or communication to such party.



10. PERSONAL LIABILITY OF REPRESENTATIVES

Any person signing this agreement on behalf of a company or close corporation or Trust shall be personally bound and liable for the due performance of all obligation in terms of this deed of sale by his principal and shall be deemed to bind himself to the seller as surety and co-principal debtor in solidum with his principal for the due performance by him as the purchaser of all the terms and conditions of this agreement.

In the event of there being two or more purchasers, the liability of the purchasers shall be jointly and severally.

Any person married in community of property signing this agreement on behalf of his/ her spouse, warrants that he / she has obtained the written consent of his / her spouse, or that such consent will be obtained as required by the Matrimonial Property Act, No 88 of 1984

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11. JURISDICTION

The purchaser hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944 (as amended), to the jurisdiction of the Magistrate's Court in any action instituted by the seller arising out of this agreement. Notwithstanding anything herein contained, the seller shall be entitled to institute any action against the purchaser arising out of this agreement in any Court having jurisdiction.

12. VOETSTOOT / STRUCTURAL DEFECTS

The purchaser buys the property voetstoots and as it stands, and confirms that the seller has made no representations, and has given no warranties or guarantees, except for those set out in this agreement.

The purchaser further acknowledges that:

He has inspected the property and is aware of its conditions, size, location improvements and the conditions of the title deed and township

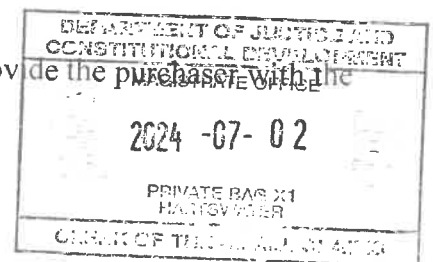
The seller shall not be liable for any defects in the property

If in his possession, the seller shall furnish the purchaser with all existing building plans prior to the date of transfer but makes no representations and gives no warranties regarding the existing structures on the property, save as provided for in this agreement.

The seller confirms that he is not aware of any alien or listed invasive plants, as contemplated in Regulation 29 of the Alien and Invasive Species Regulations, 2014 issued under the National Environmental Management: Biodiversity Act, 10 of 2004, on the property.

13. CERTIFICATES OF COMPLIANCE

On or before the date of transfer, the seller shall, if applicable, provide the purchaser with the following certificate/s at the seller's costs



14. CERTIFICATE: ELECTRICAL INSTALLATION

Certificate of compliance in respect of 1 electrical installations on the property in compliance with Regulations 9 (2) of the Electrical Installations Regulations, 2009, issued under the Occupational Health and Safety act, No 85 of 1993. Should the person issuing the certificate report fault or defect in the electrical installation, the seller must rectify the defect at his costs.

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T.P.

15. CERTIFICATE: ELECTRICAL FENCE

An electric fence system certificate in compliance with Regulation 12 of the Electrical Machinery Regulations, 2011, issued under act 85 of 1993;

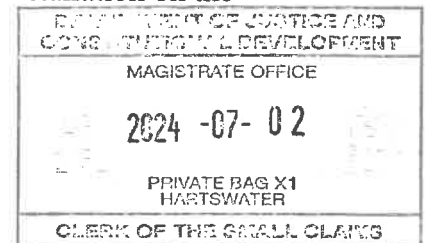
16. CERTIFICATE: GAS

Certificate of conformity applicable to all gas appliances to all gas appliances or systems on the property in compliance with Regulation 17(3) of the Pressure Equipment Regulations, 2009, issued under act 85 of 1993

The seller hereby authorises the Conveyancer to deduct the cost of procuring any of the above certificates from the proceeds of the sale

The seller shall not make any alterations to the electrical and / or gas installation(s) on the property after the date of issue of the certificate(s).

The seller does not guarantee any aspect of the electrical and or gas installation on the property which falls outside the scope of the side certificates.



17. CONSUMER PROTECTION ACT ("CPA")

The seller confirms that:

It is not in the ordinary course of his business to sell immovable property

He is not a supplier, as defined in the CPA, for purposes of this transaction

J K L Ikaneng attorneys ("The attorneys") acknowledge that is in the ordinary course of their business to:

Market and facilities the sale of immovable property

Introduce prospective sellers and purchasers to each other

Assist prospective sellers and purchasers with advice on the sale and transfer of immovable property

Register the transfer of immovable property

Attend to the financial arrangements related to the sale and transfer to immovable property

Pay the sellers and purchases what is due to them

Provide legal advice to sellers and purchasers bout the matters referred to in this agreement

The attorneys declare that they:

Re not suppliers of immovable property

Do not and cannot take any legal liability or responsibility for the condition of the property

The Purchaser declares that:

He was granted fair and sufficient opportunity to inspect the property

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T.P.

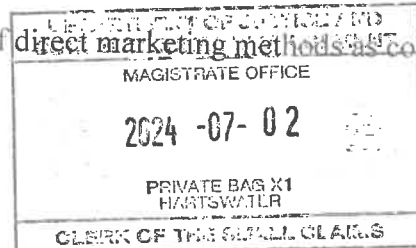
He has inspected the property to his satisfaction

He consider the purchaser price to be fair and reasonable

Neither the seller nor the attorneys used undue influence or marketing tactics to induce the purchaser to sign this agreement.

Neither the seller nor the attorneys made any representations about the conditions of the property which are not contented in this agreement.

He was not introduced to the property by means of direct marketing methods as contemplated in section 24 of CPA



18. GENERAL PROVISIONS

This agreement is the whole agreement between the parties and supersedes all other prior agreement or arrangements, oral or written and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties.

No amendment or consensual cancellation of this agreement or any provision or terms thereof and no extension of time, waiver or relaxation or suspension of any of the provisions of terms of this agreements shall be binding unless recorded in written documents signed by the parties. n such extension, waiver or relation or suspension which is so given or made shall be strictly construed as relating strictly you the matter in respect whereof it was made or given.

This agreement may be executed by the parties in parts and each such part shall upon receipt by the Conveyancer of the original thereof be deemed to be duplicate original of the agreement. Provided that all parts together shall constitute single agreement. It shall however be deemed that this contract was concluded on the date – and t the place where the seller executed it.

This agreement shall be binding upon the executors, administrators, heirs or successors in title of the parties.

No extension of time or waiver or relation of any of the on terms of this agreement shall operate s n estoppel against either party in respect of its right under this agreement, nor shall it operate so s to preclude such party thereafter from exercising its right strictly in accordance with this agreement.

The parties warrant that they have not concluded any other agreement, nor do they intend to conclude such other agreement relating to the sharing by the seller with the purchaser of portion of the purchaser price stated herein.

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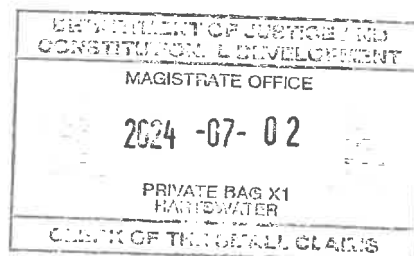
DATED AT HARTSWATER ON THE 1st DAY OF AUGUST 2020

Alid Camr
MUHAMMAD ABID QAMER

Qa Khalid
MUHAMMAD KHALID SUNNY WAQAS

WITNESSES

Mamabolo
THEKEGELO MAMABOLO



IN THE MAGISTRATE COURT FOR THE DISTRICT OF FRANCES BAARD
HELD AT HARTSWATER

CASE NO: 671/2024

IN THE MATTER BETWEEN;

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

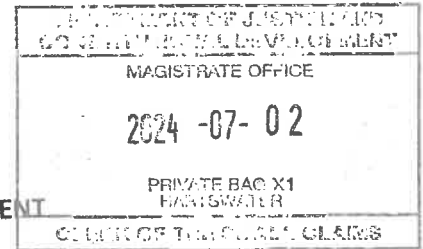
AND

YONAS SAHLU
AND OTHER ILLEGAL OCCUPANTS

FIRST RRESPONDENT

MAGARENG LOCAL MUNICIPALITY

SECOND RESPONDENT

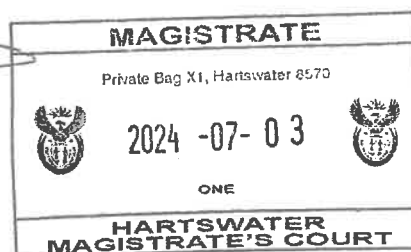


DRAFT COURT ORDER

Having heard the Applicant's attorney and having read the documents filed herein, a rule nisi is granted and it is ordered that;

1. An authorization to issue Notice of proceedings as contemplated in section 4(2) of the Prevention of Illegal Eviction from and unlawful occupation of land Act number of 19 of 1998 is hereby granted.
2. That the Notice of proceedings be served by the Sheriff of the court on the 1st Respondent – personally and on the second Respondent in terms of the Rules of the Magistrate's Court.
3. The occupation by First Respondent and those claiming title to the Property through him, herein respect of erf known as ERF 27, Erasmus Street, Warrenton (hereinafter referred to as FLAT no 27) is hereby declared unlawful.
4. The First Respondent herein and those claiming title to the property through him are ordered to vacate the Property immediately after finalization of this application proceedings.
5. Rule Nisi is hereby issued calling upon the Respondent to provide the court with reasons, on the 7th day of August 2024 at 09:00 or soon thereafter as the matter may be heard why this order should not be made final.
6. The costs in the cause

BY ORDER OF COURT
MAGISTRATE HARTSWATER



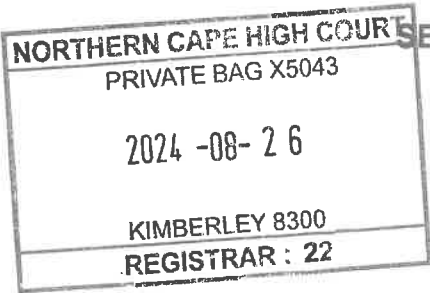
COMBINED SUMMONS

IN THE HIGH COURT OF SOUTH AFRICA
NORTHERN CAPE DIVISION, KIMBERLEY

CASE NO: 2280/24

In the matter between:

MOKGWARO ELECTRICAL CONTRACTORS CC **FIRST PLAINTIFF**
NEO ALFRED MAPHONGO **SECOND PLAINTIFF**



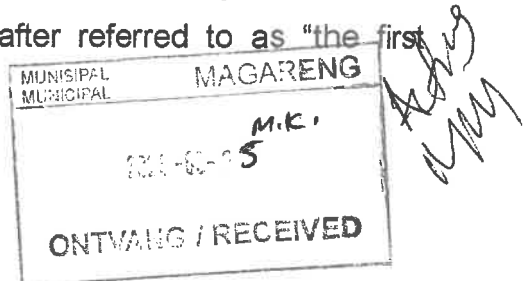
and
MAGARENG LOCAL MUNICIPALITY **FIRST DEFENDANT**
THE MUNICIPAL MANAGER OF MAGARENG
LOCAL MUNICIPALITY **SECOND DEFENDANT**

TO THE SHERIFF OR HIS DEPUTY:

INFORM: **MAGARENG LOCAL MUNICIPALITY**, a municipality as contemplated in section 2 of the local government Municipal Systems Act 32 of 2000, as amended c/o the Municipal Manager with address at Magrieta Prinsloo Street, Warrenton, Northern Cape (hereinafter referred to as "the first defendant").

AND

INFORM: **THE MUNICIPAL MANAGER OF MAGARENG LOCAL MUNICIPALITY**, cited herein in his official capacity with his principal address at Magrieta



Prinsloo Street, Warrenton, Northern Cape (hereinafter referred to as "the second defendant").

THAT: **MOKGWARO ELECTRICAL CONTRACTORS CC**, a close corporation duly incorporated in terms of the Close Corporation Act, 1984, with principal place of business at 754 Industrial Site, Warrenton, Northern Cape Province (hereinafter referred to as "the first plaintiff").

AND

NEO ALFRED MAPHONGO, an adult male person with identity number 6712105767082 currently residing at 6376 Thetele Mankurwane, Vergenoeg Location, Kimberley, Northern Cape Province (hereinafter referred to as "the second plaintiff").

hereby institute action against the first defendant and second defendant in which action the Plaintiffs claim the relief and on the grounds set out in the Particulars of claim annexed hereto, marked Annexure "A".

INFORM:

The first defendant and second defendant further that if the defendants dispute the claim and wish to defend the action, the Defendants shall:

- (i) Within ten (10) days of the service upon the Defendants of this summons, file with the Registrar of this Court at Jan Smuts Blvd, Civic Centre, Kimberley, a Notice of the Defendants' intention to defend and serve a copy thereof on the attorneys of the Plaintiffs, which notice shall give an address (not being a post office box or *poste restante*) referred to in Rule 19(3) for the service upon the Defendant of all notices and documents in the action;
- (ii) Thereafter and within twenty (20) days after filing and serving Notice of Intention of Defend as aforesaid, file with the Registrar and serve upon the Plaintiffs a Plea, Exception, notice to strike out, with or without a counterclaim.

INFORM:

The Defendants further that if the Defendants fail to file and serve notice as aforesaid, judgment as claimed may be given against the Defendants without further notice to the Defendants, or if having filed and served such notice, the Defendants fails to plead, except, make application to strike out or file a counter claim, judgment may be given against the Defendants.

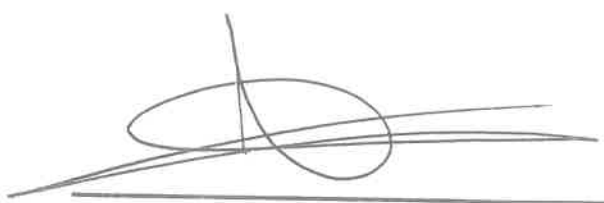
AND

Immediately thereafter serve on the Defendants a copy of this Summons and return the same to the Registrar with whatsoever you have done thereupon.

DATED AT KIMBERLEY ON THIS THE 26TH DAY OF AUGUST 2024



**REGISTRAR OF THE HIGH COURT
NORTHERN CAPE DIVISION, KIMBERLEY**



GXOGXA ATTORNEYS INC
Attorneys For First and Second Plaintiff

77 Klaserie Crescent,
The Meadows, Moreleta Park
Tel: 066 298 7508

Email: olwetu@gxogxaattorneys.co.za

REF: GA/CIV/MOKGWARO ELEC/2024

C/O GQADUSHE ATTORNEYS INC

14-18 George Street
Office 4 Libra House, 2nd Floor
Kimberley, 8301

REF: CIV/2245/ME/NG

NORTHERN CAPE HIGH COURT
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