QUARTER 2024/25 FINANCIAL LITIGATIONS REPORTS 1ST YEAR



Magrieta Prinsion Street, Warrenton PO Box 10 Warrenton 8530 http://www.magareng.gov.za http://www.magareng.gov.za Feli (923) 497 4514

CORPORATE ADMIN REPORT

SUBJECT	DESCRIPTION	PLAINTIFF
LITIGATION REPORT	- APPLICATION FOR DEFAULT JUDGEMENT IN TERMS OF RULE	- AUDITOR HENERAL TSAKANI MALULEKE
	31(5) - 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
WEBSITE UPLOADS	- BANKING SERVICES ADVERTS;	- SUPPLY CHAIN
	- ALIENATION AND DISPOSAL OF	
	LAND;	
	- APPOINTMENT OF SUITABLE	
	AUCTIONEERS;	
	- ADVERT FOR MFMP TRAINING;	
	- ADVERT FOR INTERLOCKING	
	BLOCKS	
	- ADVERT ON SUPPLY AND	

Reg: 4840122032

Magareng Local Municipality

Magrieta Prinsioo Street, Warrenton PO Box 10 Warrenton 8530 http://www.magareng.gov.za Fali: (933) 497 4514

													- COMMITTEE SECRETARY		
DELIVERY OF RE-PURPOSED	SHIPPING CONTAINERS;	- ADVERT ON SUPPLY AND	DELIVERY OF ELECTRICAL	MATERIALS;	- ADVERT ON SUPPLY AND	DELIVERY OF VEHILE PARTS;	- ADVERT ON SUPPLY AND	DELIVERY OF PROTECTIVE	CLOTHING FOR ELECTRICAL	DEPARTMENT;	- ADVERT ON SUPPLY AND	DELIVERY OF WATER MATERIALS;	- COUNCIL AND COMMITTEE	MINUTES OF THE FIRST QUARTER	2024

THAPELO ACOBS
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

2[™] 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:

Mr. Johns MM

- 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 KINDS PON THIS 6 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: 150124

In the matter between:

CONSOLIDATED RETIREMENT FUND

FOR LOCAL GOVERNMENT

NORTHERN CAPE HIGH COURT
PRIVATE BAG X5043

2024 -06- 11

KIMBERLEY 8300 REGISTRAR: 12

Defendant

Plaintiff

MAGARENG LOCAL MUNICIPALITY

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

and

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

5

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 KIMBER LU THIS II DAY OF JUNE 2024.

REGISTRAN 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)

NORTHERN CAPE HIGH COURT

PRIVATE BAG X5043

2024 -06- 11

KIMBERLEY 8300

REGISTRAR: 12

C/O BOOYSEN MACLEOD IN ORPORATED

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: 150124

In the matter between:

CONSOLIDATED RETIREMENT FUND

FOR LOCAL GOVERNMENT

Plaintiff

and

NORTHERN CAPE HIGH COURT PRIVATE BAG X5043 2024 -06- 11 KIMBERLEY 8300 REGISTRAR: 12 MAGARENG LOCAL MUNICIPALITY

Defendant

PARTICULARS OF CLAIM

The Plaintiff is the Consolidated Retirement Fund for Local Government, a 1. 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.
- 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".
- More than 30 (thirty) days have lapsed since the date of service of the notice on the Defendant.

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

- The Defendant made the following repayments;
 - 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".
 - 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".
 - 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.
- 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

- 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".

- 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".

- 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.
- 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.
- 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.
- 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".
- 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).

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.
- 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".
- 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".
- 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 n 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".
- 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 II 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 MACLEODING

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

Your Ref

Our Ref

K MacKenzie/MMI9/0005

Direct Tel

021-464 4764 021-464 4781

Direct Fax

csauls@heroldgie.co.za

E-Mail Date

26 July 2023

PO Box 10

Magrieta Prinsloo Street

Warrenton Northern Cape

8530

BY REGISTERED MAIL

Dear Sirs,

CONSOLIDATED RETIREMENT FUND FOR LOCAL GOVERNMENT / MAGARENG LOCAL MUNICIPALITY

- We act on behalf of the Consolidated Retirement Fund for Local Government ("our client") with its registered office address at 3nd Floor, CRF Building, 4 Bridal Close, Tyger Falls, Bellville, Western Cape, in which the Magareng Local Municipality participates as an employer.
- 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").
- 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).
- 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 & Olspute Resolution, Pension & Financial Services, Personal Injury, Property, Wills, Trusts & Estates

DIRECTORS: Shekesh Sirker BA LLB (Chairman), Pierre le Roux BA LLB HonsB (Chief Executive), Linda Jordaen BA LLB PG Dip Tax Law, Martin Vermeutan B Rek (Acc) LLB, Richard Brox Ransi Fourie BCom LLB, Karin MacKenzie BMus MMus BProc LLB LLM, Jeramy Klerok BA LLB, Kasmilah Paulas B Soc So LLB. Ashley Meyer LLB, Jaims-Les Jacobs LLB, Ratifique-Ahmed Motala LLB PRACTISING CONSULTANTS: Richard Motral BALLB, Pater Davis BProc, Henry Stubbings BALLB, Tarryn Gravenor LLB SENION ASSOCIATES: Peter Michaels B Soc Sc LLB, Anja Haupt BALLB Loraine Strydom BLC LLB, Anii Koen B.Proc LLM (Tax Law) ASSOCIATES: Carley Sauls LLB, Corné Botha BCom LLB, Bukhobelhu Malyeni LLB, Mailka Aille LLB, Robyn Snyman LLB FINANCIAL MANAGER: Herry Durrell AGA (SA)

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

Contributions received for August 2022 to Ducember 2022:

Date	Description	Reference	Amount
	the state - New residence to the state of th	Cook (जन का कार्य कार्य	A
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MÁGARENG PERIA CASHFOCUS MAGARENG PERM	355,1
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MUGARENCI PERM CASHFOCUS MAGARENG PERM	326,4
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323.3
22/03/2023	Gioss Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,8
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322,8
Contributions rec	eived for January 2023:		
Date	Description	Reference	Amount
		Elickheie to add a new row	
02/05/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENIG PERM CASHFOCUS MAGARENG PERM	323,3
Contributions rec	reived for February 2023;		
06/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENIA PERM CASHFOCUS MAGARENG PERM	323,
Contributions re	celved for March 2023;		
06/07/2023	Gross Centribution Incomte (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323,
Contributions re	ceived for April 2023:		
		recent annue de la comune de la montante deservacione de la colonia de contra de la colonia del la colonia de la c	and the second second second second second second second
Date	Description	The Reference of the Steel State of the Stat	Amount
	the state of the s	O. Chereto idd a nanton	328

4

Contributions received for August 2022 to December 2022:

22/03/2023 22/03/2023	Grass Contribution Income (1) Grass Contribution Income (1) Grass Contribution Income (1)	CO STACES NO AND A PORT TO A CASHFOCUS MAGAZENG PERIM		
22/03/2023 22/03/2023 22/03/2023	Gross Contribution Income (1) Gross Contribution Income (1)			
22/03/2023 22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGABERG FEILM CASHFOCUS MAGARENG PERM	220	5,363.00
22/03/2023			340	6,491.31
-		CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323	3,378.19
22/03/2023	Gloss Contribution Income (1)	CASHFOCUS MAGAREMS PERM CASHFOCUS MAGARENG PERM	322	Z 280,29
,	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	322	2,820.25
Contributions rec	elved for lanuary 2023:			
Date	Description	Reference	Amount	151
	A TANAH AND A SANDAR AND A SAND	Elick hare to add an away.	1 1	
02/05/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323	3,396,16
06/07/2023	Gross Contribution Income (1)	CASHFOCIIS MAGARENE PERM CASHFOCUS MAGARENG PERM	322	23,837.84
Contributions rec	elved for March 2023:			
65/07/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	323	3,837.64
Contributions sec	elved for April 2023:			
Date	Description	Reference	Anscunt	rand-fi
06/07/2023	Grass Contribution Income (1)	COSHIBLE OF JULY THE TON CASHFOCUS MAGARENG PERM CASHFOCUS MAGARENG PERM	234	8,6288

Contributions received for August 2022 to December 2022:

Date -	Description	Reference	William Control of the Control of th	times a street of	stains ins those	Amount .
	and sent the sent to the sent	CI	A bute to old a outroop			
22/03/2023	Gross Contribution Income (1)	CASHFOCUS MAGARENO	PERM CASHFOCUS MAGARENG PERM			355,363 (4
22/03/2023	Gross Contribution Income (1)		PERM CASHFOCUS MAGARENG PERM			326,491.31
22/03/2023	Gross Contribution Income (1)		PERM CASHFOCUS MAGARENG PERM			323,378.49
22/03/2023	Gross Contribution Income (1)		PERM CASHFOCUS MAGARENG PERM		h . 100 - 1	322,860.29
22/03/2023	Gross Cantabution Income (1)	CASHFOCUS MAGARENG	PERM CASHFOCUS MAGARENG PERM			322,860,25
contributions rec	alved for January 2023:					
ale	Description	Reference	a catalana a galar da que el caracter de la catalana de la catalan	mathematical administration of the street	Amount	THE PARTY OF THE P
			hise to add a new rose			
02/05/2023	Gross Contribution Income (1)	CASHFOCUS MA	GARENG PERM CASHFOCUS MAGARENG PERM	И,		323,396.16
ontributions rec	elved for February 2023;					
66,07/2023	Gross Contribution Income (1)	CASHFOCUS MA	AGAMENIO PERM CASHFOCUS MAGARENG PER	H		323,837.2
Cantelbutions rec	elved for March 2023:					
05/07/2023	Gross Curdifibition Income (1)	CASHTOCUS MA	GARENG PERM CASHFOCUS MAGARENG PERM	4 4		323,637.8
Contibutions re	ceived for April 2023;					
Date	Description	Reference	The state of the constant life and the proof is a second constant.	and the second s	Anount	manda maarrame etire e
05/07/2023	Gross Contribution Income (1)	and a second of the second of	Character (Albar) (Serios) A gareng Perm Cashfocus Magareng Peri	u : =		328,6288

44805		TOTAL	11177.46	11767.50	2623.47	2623.47	9694.89	2839.44	2623.47	4981.23	12001.77	5233.41	5233.41	8817.93	5619.26	5358.69	5892.21	3845.07	3845.07	2825.28	2825.28	3845.07	2623.47	9029.07	6477.84	5754.51	3936.60	11177.46	5487.21	3335.04	3106.08	348/21	3036 60	5233.41	3335.04	3335.04	5122.51	4031.37	5122.51	4031.37	4981.23	5754.51	4981.23	5754.51
		COMP, AMNT.	7451 64	7845.00	1748.98	1748.98	6463.26	1892.96	1748.98	3320.82	8001.18	3488.94	3488.94	5878.62	3746.17	3572.46	3928.14	2563.38	2563.38	1883.52	1883.52	2563.38	1748.98	6019.38	4318.56	3836.34	2624.40	7451.64	3658.14	2223.36	2070.72	3038.14	2524.40	3488.94	2223.36	2223.36	3415.01	2687.58	3415.01	2687.58	3320.82	3836.34	3320.82	3836.34
FOR: 22/08/26 PRINTED:		PENSION NO. EMPL. AMNT.	3725 82	3922.50	874.49	874.49	3231.63	946.48	874.49	1660.41	4000.59	1744.47	1744.47	2939.31	1873.09	1786.23	1964.07	1281.69	1281.69	941.76	941.76	1281.69	874.49	3009.69	215928	1918.17	1312,20	3725.82	1829.07	1111.68	1035.36	2552.20	1312.20	1744.47	1111.68	1111.68	1707.50	1343.79	1707.50	1343.79	1660.41	1918.17	1660.41	1918.17
		SALARY	6 7041E412 496778 00	7.50803E+12 523000.00	7.50602E+12 116599.00	8.61228E+12 116599.00	8.11018E+12 430884.00	7.2122E+12 126197.00	7.70419E+12 116599.00	8.80307E+12 221388.00	7.50922E+12 533412.00	8.70213E+12 232596.00	7.5061E+12 232596.00	7.40405E+12 391908.00	7.70105E+12 249745.00	7.90708E+12 238164.00	8.80712E+12 261876.00	8.8082E+12 170892.00	8.70419E+12 170892.00	9.00513E+12 12556B.00	7.61115E+12 12556B.00	8.70825E+12 170892.00	9.00907E+12 116599.00	8.90902E+12 401292.00	8.11205E+12 287904.00	8.20808E+12 255756.00	8.81204E+12 174960.00	7.90615E+12 496776.00	9.20121E+12 243876.00	9.10502E+12 148224.00	8.50728E+12 138048.00	8 70113F+12 474784 00	8.51129F+12 174960.00	7.70123E+12 232596.00	8.9092E+12 148224.00	9.30327E+12 148224.00	8,41224E+12 227667.00	9.01231E+12 179172.00	8.11103E+12 227667.00	8.90702E+12 179172.00	9.00824E+12 221388.00	7.80218E+12 255756.00	9.20306E+12 221388.00	8.60431E+12 255756.00
רועג	JOINT	ID NUMBERS																						The second second second second second	the contract and contract and an included spine of the contract and co							×												
ARENG MUNICIPA	REPORT - CAPE	NAME	7 MACOMA MB	8 LENTSOE CD	142 CROSS DP	143 MARUPING TS	146 BOGACWIKH	178 DIPHATSEJM	179 MASE MC	1126 IKANENG E N	1128 KHAZIWA V K	1133 EIMANZR	1135 MOLEELE GJ		1158 MOTLOGELWA SJ	1159 MOSHANETM	1164 MOCHANEKM	1167 MACHWANA PG	1168 HANS KM	1169 PHEPHENG MB	1170 MAKGARI FO	1171 TAURM	1176 MAYANERT	1178 SELEKE RA	1179 MALGAS BL	1181 RAADT MS	1191 MAHAPALV	1214 MODISE K	1219 KWELEVK	1220 OLIFANI BA	1225 MIMILA	1227 KRIGER CC	1233 SEBATITV	1234 GAWUZELAM	1235 MOLEKOT	1236 BITTERBOS AP	1237 SITHOLES	1238 OLYN D	1239 KGATLHANEB	1240 JONAS LR	1241 MOHANYEHANYEMR	1245 MODISAOTSILE TP	1247 MOGOREGILW	1249 EKSTEEN MD
AL MAG	PENSION	E/CODE																																										

	256409.44	26 PAGE 1	
4031.37 3256.20 3936.60 8817.93	***	(06) PRINTED- 2022/09/01 (12:3• FOR 2022/08/26 PAGE CAPERETF	5 269.70 11 889.75 5 314.40 6 820.15 6 820.15 5 269.70 6 304.28 5 115.11 5 314.40 12 851.41
2687.58 2170.80 2624.40 5878.62	170939.63	(06) PRINTED-20: CAPERETF	TOTAL 2 520.29 5 686.40 2 541.67 3 261.81 3 261.81 2 520.29 3 015.09 2 446.36 2 541.67 6 146.39
1343.79 1085.40 1312.20 2939.31	85469.81	PENSION 2 C/	EMP-AMOUNT 2 749.41 6 203.35 2 772.73 3 558.34 3 558.34 2 749.41 3 289.19 2 668.75 2 772.73 6 705.08
8.90531E+12 179172.00 9.30222E+12 144720.00 8.40421E+12 174960.00 8.70102E+12 391908.00		LISTING OF: FORMULA NO'S:	CO.CONTRIB 5.00806E+12 7.90616E+12 8.5011E+12 6.5113E+12 8.00926E+12 7.40705E+12 8.91122E+12 8.9122E+12 8.9043E+12 9.00419E+12 9.00419E+12
See an annual se			ID NUMBERS
1253 RAMARU D 1255 SEKGAMORIRI MP 1256 MACWECWESS 1257 FREDDIEKG		MUNICIPALITY	EMPLOYEE NAME 33 POTGIETER WJ MR 48 MASE NL MRS 50 MEKHOA (MOTHIBI) KC MS 51 VALTYN L MS 52 MOKTIMI (MELATO) MF MRS 53 MOKOMELA B MRS 54 AMOSE LO MS 55 MERE CM MR 55 MATSON D MS 57 PLATA BG MR
and a part of the second		MAGARENG	E/CODE

E/CODE NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT.	TOTAL
7 MACOMA M B	6704095478088 496776.00	3 496776.00	3725.82	7451.64	11177.46
8 LENTSOE CD	6704095478088 555675.96	3 555675.96	14995.34	29990.68	44986.02
142 CROSS DP	8612280402086 116599.00	3 116599.00	874.49	1748.98	2623.47
143 MARUPING TS	8110180819087 116599.00	7 116599.00	874.49	1748.98	2623.47
146 BOGACWIKH	7212195622083 430884.00	3 430884.00	3231.63	6463.26	9694.89
178 DIPHATSE JM	7704190550087 126197.00	7 126197.00	946.48	1892.96	2839.44
179 MASE MC	8803070875082 116599.00	116599.00	874.49	1748.98	2623.47
1126 IKANENG E N	7509220711082 221388.00	221388.00	1660.41	3320.82	4981.23
1128 KHAZIWA V K	8702130239083 533412.00	3 533412.00	4000.59	8001.18	12001.77
1135 MOLEELE GJ	7404046121080 232596.00	232596.00	1744.47	3488.94	5233.41
1155 SENONOHIKC	7701050404082 391908.00	391908.00	2939.31	5878.62	8817.93
1158 MOTLOGELWASJ	7907075520089 249745.00	249745.00	1873.09	3746.17	5619.26
1159 MOSHANETM	8807120772082 238164.00	238164.00	1786.23	3572.46	5358.69
1164 MOCHANE KM	8808195299084 261876.00	1 261876.00	1964.07	3928.14	5892.21
1167 MACHWANA PG	8704186111083 170892.00	170892.00	1281.69	2563.38	3845.07
1168 HANS KM	9005125336081 170892.00	170892.00	1281.69	2563.38	3845.07
1169 PHEPHENG MB	7611145445083 125568.00	125568.00	941.76	1883.52	2825.28
1170 MAKGARI FO	8708245582085 125568.00	125568.00	941.76	1883.52	2825.28
1171 TAU RM	9009066138084 170892.00	170892.00	1281.69	2563.38	3845.07
1176 MAYANERT	8909020859082 116599.00	116599.00	874.49	1748.98	2623.47
1178 SELEKE RA	8112050329080 401292.00	401292.00	3009.69	6019.38	9029.07
1179 MALGAS BL	8208080543086 287904.00	287904.00	2159.28	4318.56	6477.84
1181 RAADT MS	8812035523083 255756.00	255756.00	1918.17	3836.34	5754.51
1191 MAHAPALV	7906145796083 174960.00	174960.00	1312.20	2624.40	3936.60
1214 MODISEK	9201206108081 496776.00	496776.00	3725.82	7451.64	11177.46
1219 KWELE VK	9105015561085 243876.00	243876.00	1829.07	3658.14	5487.21
1220 OLIFANT BA	8507275817084 148224.00	148224.00	1111.68	2223.36	3335.04
1221 MHANDU SM	8908210417081 138048.00	138048.00	1035.36	2070.72	3106.08
1226 VUMU A	8701130822088 243876.00	243876.00	1829.07	3658.14	5487.21

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PENSION REPORT - CAPE

284394.55	189596.37	94798.18		

8817.93	5878.62	2939.31	8007145602089 391908.00	1257 FREDDIE KG
3936.60	2624.40	1312.20	8701020564089 174960.00	1256 MACWECWE SS
3256.20	2170.80	1085.40	8404211008087 144720.00	1255 SEKGAMORIRI MP
4031.37	2687.58	1343.79	9302216122086 179172.00	1253 RAMARU D
5754.51	3836.34	1918.17	8905305188080 255756.00	1249 EKSTEEN MD
4981.23	3320.82	1660.41	8604305280084 221388.00	1247 MOGOREGI LW
5754.51	3836.34	1918.17	9203055332085 255756.00	1245 MODISAOTSILE TP
4981.23	3320.82	1660.41	7802175691080 221388.00	1241 MOHANYEHANYE MR
4031.37	2687.58	1343.79	9008236098087 179172.00	1240 JONAS LR
5122.51	3415.01	1707.50	8907020243083 227667.00	1239 KGATLHANE B
4031.37	2687.58	1343.79	8111025238087 179172.00	1238 OLYN D
5122.51	3415.01	1707.50	9012310304080 227667.00	1237 SITHOLES
3335.04	2223.36	1111.68	8412235069084 148224.00	1236 BITTERBOS AP
3335.04	2223.36	1111.68	9303265664085 148224.00	1235 MOLEKO T
5233.41	3488.94	1744.47	8909196442085 232596.00	1234 GAWUZELA M
3936.60	2624.40	1312.20	7701225325089 174960.00	1233 SEBATI TV
10660.14	7106.76	3553,38	8511290089083 473784.00	1227 KRUGER CC

(06) PRINTED- 2: FOR 2022/09/30 PAGE 1 CAPE RETF	TOTAL	5269.70	11889.75	5314.40	6820.15	6820.15	15269 7n
PENSION 32 C/	CO.CONTRIB EMP.AMOUNT TOTAL	2520.29	5686.40	2541.67	3261.81	3261.81	2520.29
LISTING OF: PENSION FORMULA NO'S 2 C/	CO.CONTRIB	3749.41	1 6203.35	2772.73	3558.34	7 3558.34	3 2749.41
MUNICIPALITY	ID NUMBERS	5008055003089 2749.41	7908160505084 6203.35	8501100924082 2772.73	6511130190085 3558.34	8009260629087 3558,34	7407050337088 2749.41
MAGARENG	E/CODE EMPLOYEE NAME	R33 POTGIETER WJ MR	R48 MASE NL MRS	R50 MEKHOA (MOTHIBI) KC	R51 VALTYN L MS	R52 MOKITIMI (MELATO) MF	R53 MOKOMELA B MRS
AN	E/CODE	R33	R48	R50	R51	R52	R53

					05
6304.28	5115.11	5314.40	12851.41		70969.05
3015.09	2446.36	2541.67	6146.33	400 FF 400 600 800 800 600 400 400 400 400 400 400 400 400 4	33941.72
8911220620082 3289.19	8304205344086 2668.75	8110160025085 2772.73	9004185266080 6705.08		10 37027.33
R54 AMOSE LO MS	R55 MERE CM MR	R56 WATSON D MS	R57 PLATA BG MR		NO. PRINTED =

01 MAG ARENG MUNICIPA	LITY	FOR: 22/10/2:	11/3/2022	
PENSION REPORT - CAPE	JOINT			
E/CODE NAME	ID NUMBERS SALARY	PENSION NO. COMP. AMNT.	-	
7 MACOMA MB	6704095478088 496776.00	3725.82 74	7451.64 11177 46	
8 LENTSOE CD	6704095478088 555675.96			
142 CROSS DP	8612280402086 116599.00			
143 MARUPING TS	8110180819087 116599.00			
146 BOGACW! KH	7212195622083 430884.00	3231.63 646	6463.26 9694.89	
178 DIPHATSE JM	7704190550087 126197.00	946.48 189		
179 MASE MC	8803070875082 116599.00	874.49 174	. ,	
1126 IKANENGEN	7509220711082 221388.00	1660.41 332	3320.82 4981.23	
1128 KHAZIWA V K	8702130239083 533412.00	4000.59 800	8001.18 12001.77	
1135 MOLEELE GJ	7404046121080 232596.00	1744.47 348	3488.94 5233.41	
1155 SENONOHI KC	7701050404082 391908.00	2939.31 587	5878.62 8817.93	
1158 MOTLOGELWASJ	7907075520089 249745.00	1873.09 374	3746.17 5619.26	
1159 MOSHANETM	8807120772082 238164.00	1786.23 357	3572.46 5358.69	
1164 MOCHANE KM	8808195299084 261876.00	1964.07 392	-	
1167 MACHWANA PG	8704186111083 170892.00	1281.69 256		
1168 HANSKM	9005125336081 170892.00	1281.69 256		
1169 PHEPHENG MB	7611145445083 125568.00	941.76 188;	•	
11/0 MAKGARI FO	8708245582085 125568.00	941.76 188;	1883.52 2825.28	
11/1 IAU 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 MODISEK	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		

251911.2	167940.83	83970.41		
	and the same and the same tax and same and			
8817.93	5878.62	2939.31	8007145602089 391908.00	1257 FREDDIE KG
3936.60	2624.40	1312.20	8701020564089 174960.00	1256 MACWECWESS
3256.20	2170.80	1085.40	8404211008087 144720.00	1255 SEKGAMORIRI MP
4031.37	2687.58	1343.79	9302216122086 179172.00	1253 RAMARU D
5754.51	3836.34	1918.17	8905305188080 255756.00	1249 EKSTEEN MD
4981.23	3320.82	1660.41	8604305280084 221388.00	1247 MOGOREGILW
5754.51	3836.34	1918.17	9203055332085 255756.00	1245 MODISAOTSILE TP
4981.23	3320.82	1660.41	7802175691080 221388.00	1241 MOHANYEHANYE MR
4031.37	2687.58	1343.79	9008236098087 179172.00	1240 JONAS LR
5122.51	3415.01	1707.50	8907020243083 227667.00	1239 KGATLHANE B
4031.37	2687.58	1343.79	8111025238087 179172.00	1238 OLYN D
5122.51	3415.01	1707.50	9012310304080 227667.00	1237 SITHOLES
3335.04	2223,36	1111.68	8412235069084 148224.00	1236 BITTERBOS AP
3335.04	2223.36	1111.68	9303265664085 148224.00	1235 MOLEKO T
5233.41	3488.94	1744.47	8909196442085 232596.00	1234 GAWUZELA M
3936.60	2624.40	1312.20	7701225325089 174960.00	1233 SEBATI TV
10660.14	7106.76	3553.38	8511290089083 473784.00	1227 KRUGER CC
5487.21	3658.14	1829.07	8701130822088 243876.00	1226 VUMU A
3106.08	2070.72	1035.36	8908210417081 138048.00	1221 MHANDU SM

NITOTAL	5269.70	11889.75	5314.40	6820.15
EMP.AMOUI	2520.29	5686.40	2541.67	3261.81
CO.CONTRIB	189 2749.41	384 6203.35	382 2772.73	3558.34
ID NUMBERS	50080550030	79081605050		6511130190085 3558.34
EMPLOYEE NAME	3 POTGIETER WJ MR	3 MASE NL MRS	MEKHOA (MOTHIBI) KC M	R51 VALTYN L MS
E/CODE	R3;	R4	RSI	R5:
	_	EMPLOYEE NAME ID NUMBERS CO.CONTRIB EMP.AMOUNI POTGIETER WJ MR 5008055003089 2749.41 2520.29	EMPLOYEE NAME ID NUMBERS CO.CONTRIB EMP.AMOUNT POTGIETER WJ MR 5008055003089 2749.41 2520.29 8 MASE NL MRS 7908160505084 6203.35 5686.40 1	EMPLOYEE NAME ID NUMBERS CO.CONTRIB EMP.AMOUNT POTGIETER WJ MR 5008055003089 2749.41 2520.29 5 MASE NL MRS 7908160505084 6203.35 5686.40 1 MEKHOA (MOTHIBI) KC M: 8501100924082 2772.73 2541.67 5

						5
6820.15	5269.70	6304.28	5115.11	5314.40	12851.41	70969.05
3261.81	2520.29	3015.09	2446.36	2541.67	6146.33	33941.72
8009260629087 3558.34	7407050337088 2749.41	8911220620082 3289.19	8304205344086 2668.75	8110160025085 2772.73	9004185266080 6705.08	10 37027.33
R52 MOKITIMI (MELATO)MF MF	R53 MOKOMELA B MRS	R54 AMOSE LO MS	R55 MERE CM MR	R56 WATSON D MS	R57 PLATA BG MR	NO. PRINTED =

25 PRINTED: 12/5/2022). EMPL. AMNT. COMP. AMNT. TOTAL	7451.64 11177.46	8335.14 12502.71	1748.98 2623.47	1748.98 2623.47	6463.26 9694.89	1892.96 2839.44	1748.98 2623.47	3320.82 4981.23	8001.18 12001.77	3488.94 5233.41	5878.62 8817.93	3746.17 5619.26	3572,46 5358.69	3928.14 5892.21				1883.52 2825.28	2563.38 3845.07	1748.98 2623.47	6019.38 9029.07	4318.56 6477.84	3836.34 5754.51	2624.40 3936.60	7451.64 11177.46		3658.14 5487.21
LITY FOR: 22/11/25	JOINT	ID NUMBERS SALARY PENSION NO.	6704095478088 496776.00 3725.82	6704095478088 555675.96 4167.57	8612280402086 116599.00 874.49	8110180819087 116599.00 874.49	7212195622083 430884.00 3231.63	7704190550087 126197.00 946.48	8803070875082 116599.00 874.49	7509220711082 221388.00 1660.41	8702130239083 533412.00 4000.59	7404046121080 232596.00 1744.47	7701050404082 391908.00 2939.31	7907075520089 249745.00 1873.09	8807120772082 238164.00 1786.23	8808195299084 261876.00 1964.07	8704186111083 170892.00 1281.69	9005125336081 170892.00 1281.69	7611145445083 125568.00 941.76	8708245582085 125568.00 941.76	9009066138084 170892.00 1281.69	8909020859082 116599.00 874.49	8112050329080 401292.00 3009.69	8208080543086 287904.00 2159.28	8812035523083 255756.00 1918.17	7906145796083 174960.00 1312.20	9201206108081 496776.00 3725.82	Q10E01EEE100E 242076 00 1000 07	/0.5201 UU.0/0542 COULOCOLOCOLO
AR MAG ARENG MUNICIPA	PENSION REPORT - CAPE	E/CODE NAME	7 MACOMA M B	8 LENTSOE CD	142 CROSS DP	143 MARUPING TS	146 BOGACWIKH	178 DIPHATSE JM	179 MASE MC	1126 IKANENG E N	1128 KHAZIWA V K	1135 MOLEELE GJ	1155 SENONOHI KC	1158 MOTLOGELWASJ	1159 MOSHANE TM	1164 MOCHANE KM	1167 MACHWANA PG	1168 HANS KM	1169 PHEPHENG MB	1170 MAKGARI FO	1171 TAU RM	1176 MAYANE RT	1178 SELEKE RA	1179 MALGAS BL	1181 RAADT MS	1191 MAHAPALV	1214 MODISE K	1219 KWELEVK	

2070.72 3106.08 3658.14 5487.21 7106.76 10660.14 2624.40 3936.60 3488.94 5233.41 2223.36 3335.04 3415.01 5122.51 2687.58 4031.37 3415.01 5122.51 2687.58 4031.37 3320.82 4981.23 3836.34 5754.51 3836.34 5754.51 3836.34 6754.51 3836.34 3256.20 2687.58 4031.37 2170.80 3256.20 2624.40 3936.60 5878.62 8817.93	(06) PRINTED- FOR 2022/11/25 PAGE 1 CAPE RETF TOTAL 5269.70 5314.40 6820.15 6820.15
1221 MHANDU SM 8908210417081 138048.00 1035.36 1226 VUMUA 8701130822088 243876.00 1829.07 1227 KRUGER CC 8511290089083 473784.00 3553.38 1233 SEBATI TV 7701225325089 174960.00 1312.20 1234 GAWUZELAM 8909196442085 232596.00 1744.47 1235 MOLEKO T 9303265664085 148224.00 1111.68 1236 BITTERBOS AP 8412235069084 148224.00 1111.68 1237 SITHOLE S 9012310304080 227667.00 1707.50 1238 GATLHANE B 8907020243082 1779172.00 1343.79 1240 JONAS LR 9008236098087 179172.00 1343.79 1241 MOHANYEHANYE M 7802175691080 221388.00 1660.41 1245 MODISAOTSILE TP 9203055332085 255756.00 1918.17 1247 MOGOREGI LW 8604305280084 221388.00 1660.41 1248 EKSTEEN MD 8905305188080 255756.00 1918.17 1255 SEKGAMORIRI MP 8404211008087 144720.00 1085.40 1256 MACWECWE SS 8701020564089 174960.00 1312.20 1257 FREDDIE KG 8007145602089 391908.00 2939.31	AR MAGARENG MUNICIPALITY LISTING OF PENSION FORMULA N.2 C/ CO.CONTRI EMP.AMOUNT R33 POTGIETER WJ MR 5008055003089 2749.41 2520.29 R48 MASE NL MRS 7908160505084 6203.35 5686.40 R50 MEKHOA (MOTHIBI) KC 8501100924082 2772.73 2541.67 R51 VALTYN L MS 6511130190085 3558.34 3261.81 R52 MOKITIMI (MELATO) MI 8009260629087 3558.34 3261.81 60

5269.70 6304.28 5115.11 5314.40 12851.41	70969.05	
2520.29 3015.09 2446.36 2541.67 6146.33	33941.72	
7407050337088 2749.41 8911220620082 3289.19 8304205344086 2668.75 8110160025085 2772.73 9004185266080 6705.08	37027.33	
R53 MOKOMELABMRS R54 AMOSE LO MS R55 MERE CM MR R56 WATSON D MS R57 PLATA BG MR	NO. PRINTED =10	

23		T. TOTAL	1	11177.46	12502.71	2623.47	2623.47	9694.89	2839.44	2623.47	4981.23	12001.77	5233.41	8817.93	5619,26	5358.69	5892.21	3845.07	3845.07	2825.28	2825.28	3845.07	2623.47	2029.07	6477.84	5754.51	3936.60	11177 46	5487.21	3335.04
1/9/2023		COMP. AMNT. TOTAL		7451.64	8335.14	1748.98	1748.98	6463.26	1892.96	1748.98	3320.82	8001.18	3488.94	5878.62	3746.17	3572.46	3928.14	2563.38	2563.38	1883.52	1883.52	2563.38	1748.98	6019.38	4318.56	3836.34	2624.40	7451.64	3658.14	2223.36
FOR: 22/12/31		PENSION NO.		3/25.82	4167.57	874.49	874.49	3231.63	946.48	874.49	1660.41	4000.59	1744.47	2939.31	1873.09	1786.23	1964.07	1281.69	1281.69	941.76	941.76	1281.69	874.49	3009.69	2159.28			3725.82		•
		SALARY		0/040334/6088 496//6.00	6704095478088 555675.96	8612280402086 116599.00	8110180819087 116599.00	7212195622083 430884.00	7704190550087 126197.00	8803070875082 116599.00	7509220711082 221388.00	8702130239083 533412.00	7404046121080 232596.00	7701050404082 391908.00	7907075520089 249745.00	8807120772082 238164.00	8808195299084 261876.00	83 170892.00	81 170892.00	83 125568.00	35 125568.00	34 170892.00	32 116599.00	30 401292.00	36 287904.00	33 255756.00	33 174960.00	1 496776.00	15 243876.00	148224.00
LITY	JOINT	ID NUMBERS	70707020	0/040334/60	67040954780	86122804020	81101808190	72121956220	77041905500	88030708750	75092207110	87021302390	74040461210	77010504040	79070755200	88071207720	88081952990	8704186111083 170892.00	9005125336081 170892.00	7611145445083 125568.00	8708245582085 125568.00	9009066138084 170892.00	8909020859082 116599.00	8112050329080 401292.00	8208080543086 287904.00	8812035523083 255756.00	7906145796083 174960.00	9201206108081 496776.00	9105015561085 243876.00	8507275817084 148224.00
JNICIPA	CAPE		<u>a</u>	2 6	ú		3 TS	ΚΉ	Σ		z	×	75	KC	WA SJ	ΜI	ΚM	A PG		MB	0									
ARENG MUNICIPA	REPORT - CAPE	NAME	7 MACOMAMB		8 LENISUE	142 CROSS DP	143 MARUPING TS	146 BOGACWIKH	178 DIPHATSE JM	179 MASE MC	1126 IKANENGEN	1128 KHAZIWA V K	1135 MOLEELE GJ	1155 SENONOHI KC	1158 MOTLOGELWA SJ	1159 MOSHANE TM	1164 MOCHANE KM	1167 MACHWANA PG	1168 HANS KM	1169 PHEPHENG MB	1170 MAKGARI FO	LI/I IAU RM	LI76 MAYANERT	1178 SELEKE RA	1179 MALGAS BL	.181 RAADT MS	1191 MAHAPALV	1214 MODISE K	1219 KWELE VK	1220 OLIFANT BA
01 MAG	PENSION	E/CODE			,	14	14	14	17	17	112	112	113	115	115	115	116	116	116	116	117	11/1	1176	1178	1179	1181	1191	1214	1219	1220

3106.08	5487.21	10660.14	3936.60	5233.41	3335.04	3335.04	5122.51	4031.37	5122.51	4031.37	4981 23	5754 51	4981 23	575/ 51	4031.37	3256.20	3936 60	8817 93	251911 24	
2070.72	3658.14	7106.76	2624.40	3488.94	2223.36	2223.36	3415.01	2687.58	3415.01	2687.58	3320.82	3836.34	3320.82	3836.34	2687.58	2170,80	2624.40	5878.62	167940.83	
1035.36	1829.07	3553.38	1312.20	1744.47	1111.68	1111.68	1707.50	1343.79	1707.50	1343.79	1660.41	1918.17	1660.41	1918.17	1343.79	1085.40	1312.20	2939.31	83970.41	
8908210417081 138048.00	8701130822088 243876.00	8511290089083 473784.00	7701225325089 174960.00	8909196442085 232596.00	9303265664085 148224.00	8412235069084 148224.00	9012310304080 227667.00	8111025238087 179172.00	8907020243083 227667.00	9008236098087 179172.00	7802175691080 221388.00	9203055332085 255756.00	8604305280084 221388.00	8905305188080 255756.00	9302216122086 179172.00	8404211008087 144720.00	8701020564089 174960.00	8007145602089 391908.00		
1221 MHANDU SM	1226 VUMU A	1227 KRUGER CC	1233 SEBATI TV	1234 GAWUZELA M	1235 MOLEKO T	1236 BITTERBOS AP	1237 SITHOLES	1238 OLYN D	1239 KGATLHANE B	1240 JONAS LR	1241 MOHANYEHANYE MR	1245 MODISAOTSILE TP	1247 MOGOREGILW	1249 EKSTEEN MD	1253 RAMARU D	1255 SEKGAMORIRI MP	1256 MACWECWE SS	1257 FREDDIE KG		

(06) PRINTED FOR 2022/12/31 PAGE 1 CAPE RETF	TOTAL 5269.70 11889.75 5314.40 6820.15
PENSION 32 C/	EMP.AMOUNT 2520.29 5686.40 2541.67 3261.81
LISTING OF: PENSIO FORMULA NO'S 2 C/	CO.CONTRIB EMP.AMOUNT TOTAL 9 2749.41 2520.29 5269.71 4 6203.35 5686.40 11889: 2 2772.73 2541.67 5314.41 5 3558.34 3261.81 6820.41
	ID NUMBERS CO.CON- 5008055003089 2749.41 7908160505084 6203.35 8501100924082 2772.73 6511130190085 3558.34
MAGARENG MUNICIPALITY	EMPLOYEE NAME R33 POTGIETER WJ MR R48 MASE NL MRS R50 MEKHOA (MOTHIBI) KC MS R51 VALTYN L MS
MAGARE	E/CODE

8911220620082 5173.20 4742.10 991 8304205344086 2668.75 2446.36 511 8110160025085 2772.73 2541.67 531 9004185266080 6705.08 6146.33 128				9004185266080 6705.08 6146.33	8110160025085 2772.73 2541.67	8304205344086 2668.75 2446.36	8911220620082 5173.20 4742.10	1 1 11 80.07	4742.10 2446.36 2541.67 6146.33 	8911220620082 5173.20 8304205344086 2668.75 8110160025085 2772.73 9004185266080 6705.08 10 38911.34	R54 AMOSE LO MS R55 MERE CM MR R56 WATSON D MS R57 PLATA BG MR NO. PRINTED =
ouuszbubz/3558.34 3261.81	#RS 7407050337088 2749.41 2520.29 5269.70 ##RS 8911220620082 5173.20 4742.10 9915.30 ##RS 8304205344086 2668.75 2446.36 5115.11 ##RS 8110160025085 2772.73 2541.67 5314.40 ##RS 9004185266080 6705.08 6146.33 12851.41 ##RS 740705037088 2769.70 9915.30 ##RS 740705039 5269.70 9915.30 ##RS 740705039 6705.09 4742.10 9915.30 ##RS 740705039 6705.09 4742.10 9915.30 ##RS 740705039 4742.10 9915.30 ##RS 740705039 6705.09 4742.10 9915.30 ##RS 740705039 6705.09 6705.09 6705.09 ##RS 740705039 6705.09 6705.09 6705.09 6705.09 ##RS 740705039 6705.09 6705.09 6705.09 6705.09 ##RS 740705039 6705.09 6705.09 6705.09 6705.09 ##RS 740705039 6705.00 6705.00 6705.00 6705.00 6705.00 6705.00 6705.00 6705.00	VRS 7407050337088 2749.41 2520.29 5269.70 8911220620082 5173.20 4742.10 9915.30 8304205344086 2668.75 2446.36 5115.11 8110160025085 2772.73 2541.67 5314.40 9004185266080 6705.08 6146.33 12851.41	VRS 7407050337088 2749.41 2520.29 6 8911220620082 5173.20 4742.10 6 8304205344086 2668.75 2446.36 6 8110160025085 2772.73 2541.67 6 9004185266080 6705.08 6146.33 1	MRS 7407050337088 2749.41 2520.29 8911220620082 5173.20 4742.10 8304205344086 2668.75 2446.36 8110160025085 2772.73 2541.67	MRS 7407050337088 2749.41 2520.29 8911220620082 5173.20 4742.10 8304205344086 2668.75 2446.36	MRS 7407050337088 2749.41 2520.29 8911220620082 5173.20 4742.10	MRS 7407050337088 2749.41 2520.29	6820.15	3261.81	8009260629087 3558.34	R52 MOKITIMI (MELATO) MF MF

11177.46

2/7/2023	
 : 23/01	

01 MAG ARENG MUNICIPALITY

11177.46 12502.71 2623.47

2623.47 9694.89 2839.44 2623.47

PENSION REPORT - CAPE JOINT					
E/CODE NAME	ID NUMBERS SALARY	4RY	PENSION NO.	PENSION NO. COMP. AMNT.	TOTAL
		1			
7 MACOMA M B	6704095478088 496776.00	776.00	3725.82	7451.64	11177.4
8 LENTSOE CD	6704095478088 555675.96	375.96	4167.57	8335,14	125027
142 CROSS DP	8612280402086 116599.00	99.00	874.49	1748,98	2623.47
143 MARUPING TS	8110180819087 116599.00	99.00	874.49	1748.98	2623.47
146 BOGACWIKH	7212195622083 430884.00	84.00	3231.63	6463.26	9694 80
178 DIPHATSE JM	7704190550087 126197.00	97.00	946.48	1892.96	2839.44
179 MASE MC	8803070875082 116599.00	99.00	874.49	1748.98	2623.47
1126 IKANENG E N	7509220711082 221388.00	88.00		3320.82	4981.23
1128 KHAZIWA V K	8702130239083 533412.00	12.00		8001.18	12001 7
1135 MOLEELE GJ	7404046121080 232596.00	96.00	1744.47	3488.94	5233.41
1155 SENONOHI KC	7701050404082 391908.00	08.00	2939.31	5878.62	8817 93
1158 MOTLOGELWASJ	7907075520089 249745.00	45.00	1873.09	3746.17	5619.26
1159 MOSHANETM	8807120772082 238164.00	64.00	1786.23	3572.46	5358.69
1164 MOCHANE KM	8808195299084 261876.00	76.00	1964.07	3928.14	5892.71
1167 MACHWANA PG	8704186111083 170892.00	92.00	1281.69	2563.38	3845.07
1168 HANS KM	9005125336081 170892.00	92.00		2563.38	3845.07
1169 PHEPHENG MB	7611145445083 125568.00	58.00		1883.52	2825.28
1170 MAKGARI FO	8708245582085 125568.00	38.00		1883.52	2825.28
1171 TAU RM	9009066138084 170892.00	32.00	_	2563.38	3845.07
11/6 MAYANE RT	8909020859082 116599.00	99.00	874.49		2623.47
1178 SELEKE RA	8112050329080 401292.00	32.00	3009.69	-,	9029.07
1179 MALGAS BL	8208080543086 287904.00	04.00	2159.28		6477.84
1181 RAADT MS	8812035523083 255756.00	96.00	1918.17		5754.51
1191 MAHAPALV	7906145796083 174960.00	00.00	1312.20		3936.60
1214 MODISEK	9201206108081 496776.00	00.9	3725.82	7451.64	11177 46
1219 KWELE VK	9105015561085 243876.00	.6.00	1829.07		5487.21
1220 OLIFANT BA	8507275817084 148224.00	4.00	1111.68	.,	3335.04

12001.77

5233.41 8817.93

4981.23

5619.26 5358.69 5892.21

3845.07 3845.07 2825.28 2825.28 3845.07 2623.47

3106.08	5487.21	10660.14	3936.60	5233.41	3335.04	3335.04	5122.51	4031.37	5122.51	4031.37	4981.23	5754.51	4981.23	5754.51	4031.37	3256.20	3936.60	8817.93	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	251911.24	31 PAGE 1		
2070.72	3658.14	7106.76	2624.40	3488.94	2223.36	2223.36	3415.01	2687.58	3415.01	2687.58	3320.82	3836.34	3320.82	3836.34	2687.58	2170.80	2624.40	5878.62	***********	167940.83	(06) PRINTED- FOR 2023/01/31 PAGE CAPE RETF EMP.AMOUNT TOTAL	5269.70	5314.40 6820.15
1035.36	1829.07	3553.38	1312.20	1744.47	1111,68	1111.68	1707.50	1343.79	1707.50	1343.79	1660,41	1918.17	1660.41	1918.17	1343.79	1085.40	1312.20	2939.31		83970.41	(06) PRINTED- FOR 20 CAPE RETF EMP.AMOUNT TOTAL	2520.29 5686.40	2541.67 3261.81
8908210417081 138048.00	8701130822088 243876.00	8511290089083 473784.00	7701225325089 174960.00	8909196442085 232596.00	9303265664085 148224.00	8412235069084 148224.00	9012310304080 227667.00	8111025238087 179172.00	8907020243083 227667.00	9008236098087 179172.00	7802175691080 221388.00	9203055332085 255756.00	8604305280084 221388.00	8905305188080 255756.00	9302216122086 179172.00	8404211008087 144720.00	8701020564089 174960.00	8007145602089 391908.00			LISTING OF: PENSION FORMULA NO'S: 2 C/ CO.CONTRIB	7908160505484 6203.35	8501100924082 2772.73 6511130190085 3558.34
1221 MHANDU SM	1226 VUMU A	1227 KRUGER CC	1233 SEBATI TV	1234 GAWUZELA M	1235 MOLEKO T	1236 BITTERBOS AP	1237 SITHOLE S	1238 OLYN D	1239 KGATLHANE B	1240 JONAS LR	1241 MOHANYEHANYE MR	1245 MODISAOTSILE TP	1247 MOGOREGILW	1249 EKSTEEN MD	1253 RAMARU D	1255 SEKGAMORIRI MP	1256 MACWECWE SS	1257 FREDDIE KG			MAGARENI MUNICIPALITY E/CODE EMPLOYEE NAME R33 POTGIETER WI MR	R48 MASE NL MRS	R50 MEKHOA (MOTHIBI)KC MS R51 VALTYN L MS

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6820.15	5269.70	6820.15	5115.11	5314.40	12851.41	71484.92
3261.81	2520.29	3261.81	2446.36	2541.67	6146.33	34188.44
6009Z606Z908/ 3558.34	7407050337088 2749.41	8911220620082 3558.34	8304205344086 2668.75	8110160025085 2772.73	9004185266080 6705.08	10 37296.48
ייטב ייטאווויוו (יובבאוט)ייוו ויהט	R53 MOKOMELA B MRS	R54 AMOSE LO MS	R55 MERE CM MR	R56 WATSON D MS	R57 PLATA BG MR	NO. PRINTED =

34188.44 71484.92

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3/6/2023

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PENSION REPORT - CAPE JOINT

01 MAG ARENG MUNICIPALITY

E/CODE NAME	ID NUMBERS	SALARY	PENSION NO.	COMP. AMNT. TOTAL	. TOTAL
7 MACOMA M B	6704095478088 496776.00 3725.82	496776.00	3725.82	7451.64	11177.46
8 LENTSOE CD	6704095478088 575306.33 4314.80	575306.33	4314.80	8629.59	12944.39
142 CROSS DP	8612280402086 116599.00 874.49	116599.00	874.49	1748.98	2623.47
143 MARUPING TS	8110180819087 116599.00 874.49	116599.00	874.49	1748.98	2623.47
146 BOGACWIKH	7212195622083 430884.00 3231.63	430884,00	3231.63	6463.26	9694.89
178 DIPHATSE JM	7704190550087 126197.00 946.48	126197.00	946.48	1892.96	2839.44
179 MASE MC	8803070875082 116599.00 874.49	116599.00	874.49	1748.98	2623.47
1126 IKANENG E N	7509220711082 221388.00 1660.41	221388.00	1660.41	3320.82	4981,23
1128 KHAZIWA V K	8702130239083 533412.00 4000.59	533412.00	4000.59	8001.18	12001.77
1135 MOLEELE GJ	7404046121080 232596.00 1744.47	232596.00	1744.47	3488.94	5233.41
1155 SENONOHIKC	7701050404082 391908.00 2939.31	391908.00	2939.31	5878.62	8817.93
1158 MOTLOGELWASJ	7907075520089 249745.00 1873.09	249745.00	1873.09	3746.17	5619.26
1159 MOSHANE TM	8807120772082 238164.00 1786.23	238164.00	1786.23	3572,46	5358.69
1164 MOCHANE KM	8808195299084 261876.00 1964.07	261876.00	1964.07	3928.14	5892.21
1167 MACHWANA PG	8704186111083 170892.00 1281.69	170892.00	1281.69	2563.38	3845.07
1168 HANS KM	9005125336081 170892.00 1281.69	170892.00	1281.69	2563.38	3845.07
1169 PHEPHENG MB	7611145445083 125568.00 941.76	125568.00	941.76	1883.52	2825.28
1170 MAKGARI FO	8708245582085 125568.00 941.76	125568.00	941.76	1883.52	2825.28
1171 TAU RM	9009066138084 170892.00 1281.69	170892.00	1281.69	2563.38	3845.07
1176 MAYANE RT	8909020859082 116599.00 874.49	116599.00	874.49	1748.98	2623.47
1178 SELEKE RA	8112050329080 401292.00 3009.69	101292.00	69.6008	6019.38	9029.07
1179 MALGAS BL	8208080543086 287904.00 2159.28	87904.00	2159.28	4318,56	6477.84
1181 RAADT MS	8812035523083 255756.00 1918.17	55756.00	1918.17	3836.34	5754.51
1191 MAHAPA LV	7906145796083 174960.00 1312.20	74960.00	1312.20	2624.40	3936.60
1214 MODISE K	9201206108081 496776.00 3725.82	96776.00	3725.82	7451.64	11177.46
1219 KWELE VK	9105015561085 243876.00 1829.07	43876.001	1829.07	3658.14	5487.21
1220 OLIFANT BA	8507275817084 148224.00 1111.68	48224.00 1	1111.68	2223.36	3335.04

1221 MHANDU SM 1226 VIIMI A	8908210417081 138048.00 1035.36	2070.72	3106.08
	8/U113U8ZZZU88 Z438/6.UU 18Z9.U/ 8511290089083 473784 00 3553 38	3658.14	10660 14
	7701225325089 174960.00 1312.20	2624.40	3936.60
1234 GAWUZELA M	8909196442085 232596.00 1744.47	3488.94	5233.41
	9303265664085 148224.00 1111.68	2223.36	3335.04
1236 BITTERBOS AP	8412235069084 148224.00 1111.68	2223.36	3335.04
	9012310304080 227667.00 1707.50	3415.01	5122.51
	8111025238087 179172.00 1343.79	2687.58	4031.37
	8907020243083 227667.00 1707.50	3415.01	5122.51
	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
	8604305280084 221388.00 1660.41	3320.82	4981.23
	8905305188080 255756.00 1918.17	3836.34	5754.51
	9302216122086 179172.00 1343.79	2687.58	4031.37
1255 SEKGAMORIRI MP	8404211008087 144720.00 1085.40,	2170.80	3256.20
1256 MACWECWESS	8701020564089 174960.00 1312.20	2624.40	3936.60
	8007145602089 391908.00 2939.31	5878.62	8817.93

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4/5/2023

REPORT - CAPE JOINT	
PENSION	

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E/CODE NAME	ID NUMBERS SALARY	PENSION NO.	PENSION NO. ICOMP. AMNT.	TOTAL
7 MACOMA M B		00 7070	1011	
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o LEINISOE CO	6/040954/8088 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 E N	7509220711082 221388.00	1660.41	3320.82	4981.23
1128 KHAZIWA V K	8702130239083 533412.00	4000.59	8001.18	12001.77
1135 MOLEELE GJ	7404046121080 232596.00	1744.47	3488.94	5233.41
1155 SENONOHIKC	7701050404082 391908.00	2939.31	5878.62	8817.93
1158 MOTLOGELWASJ	7907075520089 249745.00	1873.09	3746.17	5619.26
1159 MOSHANETM	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	3036.60
1214 MODISEK	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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3106.08 5487.21	10660.14	3936.60 5233.41	3335.04	3335.04	5122.51	4031.37	4031.37	4981.23	5754.51	4981.23	5754.51	4031.37	3256.20	3936.60	8817.93	252352.92		
2070.72	7106.76	3488.94	2223.36	2223.36	3415.01	2687.58	2687.58	3320.82	3836.34	3320.82	3836.34	2687.58	2170.80	2624.40	5878.62	168235.28	(06) PRINTED-2 CAPE RETF TOTAL 5269.70 11889.75 5314.40 6820.15	
1035.36	3553.38	1744.47	1111.68	1111.68	1707.50	1343.79	1343.79	1660.41	1918.17	1660.41	1918.17	1343.79	1085.40	1312.20	2939.31	 84117.64	ELISTING OF: PENSION FORMULA NC 2 C/ CO.CONTRIE EMP.AMOUNT 2749.41 2520.29 5203.35 5686.40 2772.73 2541.67 3558.34 3261.81	
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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	NO. PRINTED ==	

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FOR: 23/04/30

PENSION REPORT - CAPE JOINT

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7 MACOMA M B	6704095478088 496776.00	496776.00	3725.82	7451 64	11177 16
8 LENTSOE CD	6704095478088 575306.33	575306.33	4314.80	8620 60	12011.40
142 CROSS DP	8612280402086 116599.00	116599.00	874.49	1748 98	26244.33
143 MARUPING TS	8110180819087 116599.00	116599.00	874.49	1748.98	2623.47
146 BOGACWIKH	7212195622083 430884.00	430884.00	3231.63	6463.26	9694.89
178 DIPHATSE JM	7704190550087 126197.00	126197.00	946.48	1892.96	2839.44
179 MASE MC	8803070875082 116599.00	116599.00	874.49	1748.98	2623.47
1126 IKANENG E N	7509220711082 221388.00	221388.00	1660.41	3320.82	4981.23
1128 KHAZIWA V K	8702130239083 533412.00	533412.00	4000.59	8001.18	12001.77
1135 MOLEELE GJ	7404046121080 232596.00	232596.00	1744.47	3488.94	5233.41
SENONOHI KC	7701050404082 391908.00	391908.00	2939.31	5878.62	8817.93
1158 MOTLOGELWA SJ	7907075520089 249745.00	249745.00	1873.09	3746.17	5619.26
1159 MOSHANE TM	8807120772082 238164.00	238164.00	1786.23	3572.46	5358.69
1164 MOCHANE KM	8808195299084 261876.00	261876.00	1964.07	3928.14	5892.21
1167 MACHWANA PG	8704186111083 170892.00	170892.00	1281.69	2563.38	3845.07
II68 HANS KM	9005125336081 170892.00	170892.00	1281.69	2563.38	3845.07
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	9009066138084 170892.00	170892.00	1281.69	2563.38	3845.07
11/6 MAYANE RT	8909020859082 116599.00	116599.00	874.49	1748.98	2623.47
1178 SELEKE RA	8112050329080 401292.00	401292.00	3009.69	6019.38	9029.07
1179 MALGAS BL	8208080543086 287904.00	287904.00	2159.28		6477.84
1181 RAADT MS	8812035523083 255756.00	255756.00	1918.17	3836.34	5754.51
LSI MAHAPA LV	7906145796083 174960.00	174960.00	1312.20		3936.60
1214 MODISE K	9201206108081 496776.00	196776.00	3725.82	7451.64	11177.46
1219 KWELE VK	9105015561085 243876.00	243876.00	1829.07	7.	5487.21
1220 OLIFANT BA	8507275817084 148224.00	48224.00	1111.68	2223,36	3335 04

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8908210417081 138048.00 8701130822088 243876.00 8511290089083 473784.00 7701225325089 174960.00	8909196442085 232596.00 9303265664085 148224.00 8412235069084 148224.00 9012310304080 227667.00 8111025238087 179172.00 8907020243083 227667.00 9008236098087 179172.00	7002173091000 221368.00 9709075058088 216600.00 9203055332085 255756.00 8604305280084 221388.00 8905305188080 255756.00 9302216122086 179172.00 8404211008087 144720.00 8701020564089 174960.00 8701020564089 391908.00	MUNICIPALITY LISTING OF: PP FORMULA NO'S 2 FORMULA NO'S 2 5008055003089 2749.41 28 5008055003089 2749.41 32 8501100924082 2772.73 28 6511130190085 3558.34 33 7407050337088 2749.41 28
1221 MHANDU SM 1226 VUMU A 1227 KRUGER CC 1233 SEBATI TV	1234 GAWUZELA M 1235 MOLEKO T 1236 BITTERBOS AP 1237 SITHOLE S 1238 OLYN D 1239 KGATLHANE B 1240 JONAS LR	1241 PIONAINTERAINTE PIR 1243 MOKWA O 1245 MODISAOTSILE TP 1249 EKSTEEN MD 1253 RAMARU D 1255 SEKGAMORIRI MP 1256 MACWECWE SS 1257 FREDDIE KG	1 MAGARENG E/CODE EMPLOYEE NAME R33 POTGIETER WJ MR R48 MASE NL MRS R50 MEKHOA (MOTHIBI) R51 VALTYNL MS R52 MOKITIMI (MELATO R53 MOKOMELA B MRS

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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
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IN THE MAGISTRATE COURT FOR THE DISTRICT OF FRANCES BAARD

HELD AT HARTSWATER

IN THE MATTER BETWEEN:

AND

YONAS SAHLU

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

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2024 -07- U2

AND OTHER ILLEGAL OCCUPANTS

FIRST RESPONDENT CLERK OF THE SHALL 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

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 Tuly 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.

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 TO DAY OF A

DAY OF Jear

APPLICANT'S ATTORNEYS

2024

J K L IKANENG'S ATTORNEYS REF: MR K J IKANENG

1B D F MALAN STREET

PO BOX 175

HARTSWATER

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

MAGISTRATE OFFICE CELL: 0 8 498 4466 / 071 0404 043

2024 -07- 02

Email: i aneng@hartswater.com

TO:

CLEFK OF THE CLAR GOURT

MAGISTRATE COURT HARTSWATER SWALL CLAIMS

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: 67/2074

IN THE MATTER BETWEEN;

MUHAMMAD KHALID SUNNY WAQAS

APPLICANT

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT MAGISTRATE OFFICE

AND

YONAS SAHLU AND OTHER ILLEGAL OCCUPANTS

FIRST RESPONDENT

2024 -07- 02

PRIVATE BAG X1
HALTEVATER

MAGARENG LOCAL MUNICIPALITY

CLEAR TO THE PROPERTY OF SECOND RESPONDENT

NOTICE OF MOTION

PART A

PLEASE TAKE NOTE THAT the Applicant intend bring application before the Above Honourable Court on the 03 day of Tuly Representative for the Applicant may be heard and seek for an Order in the following terms:

- 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



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

- 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 Thoday of Ququol-2024 at 09:00 or soon thereafter as the legal representative of the Applicant may be heard.

DATED AT HARTSWATER ON THE 2+DAY OF The 3000

APPLICANT'S ATTORNEYS

J K L IKANENG'S ATTORNEYS

REF: MRKJIKANENG 1B D F MALAN STREET

P O BOX 175 **HARTSWATER**

DEFARTMENT OF JUSTICE 8570 CONSTITUTIONAL DEVELOPMENT CONSTITUTIONAL DEVELO MAGISTRATE OFFICE

Email: ikaneng@hartswater.com

TO:

CL#RK OF THE CIVIL COURT MAGISTRATECOURT

HARTSWATTERSMALL CLAIMS

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 Wagas

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DIVELOPMENT MAGISTRATE OFFICE

2024 -07- 02

PRIVATE BAG X1 HARTSWATER

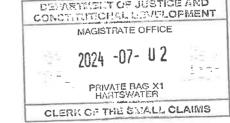
CLERK OF THE SEALL CLASS

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 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 lkaneng 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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- (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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CLERK OF THE SMALL CLAIMS

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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 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 \mathcal{T} day of JUNE 2024

COMMISSIONER OF OATHS

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CINAC HARTSWATER 2024 -88-27 Ger



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 BAS X1
HARTSWATER

CLERK OF THE CRAIL 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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MEMORANDUM OF SALE AGREEME

MADE AND ENTERED INTO BETWEEN

ABUBAKER EBRAHIM

IDENTITY NO:

Y NO: 730928 5073 084

MARITAL STATUS:

UNMARRIED

RESIDENTIAL ADDRESS:

HOUSE NO 4

WARREN CRESENT

WARRENTON

POSTAL ADDRESS:

SAME AS BOVE

CELLPHONE NO:

SAME AS BUYE

OCCUPATION:

SELF - EMPLOYED

AND

MR MUHAMMAD ABID QAMER

DATE OF BIRTH:

800205 6398 082

MARITAL STATUS:

BUSINESS ADDRESS:

UNMARRIED HOUSE NO 25

DIATE

FLAT NO 25

HARTSWATER

OCCUPATION:

SELF - EMPLOYED

POSTAL ADDRESS:

SAME AS ABVE

CONTACT NUMBER:

072 301 0100

PRIVATE BAG X1
HARTSWATER

CLERK OF THE STALL CLARUS

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 greed purchased price in respect of shop no 27 mount to R 500 000.00

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 by the proceeds of such claim.

MAGISTRATE OFFICE

become entitled foreceive int MAGISTRATE OFFICE 2924 -07- 0 2 PRIMATE BAS X1 HARTSWATER CLERK OF THE SMALL CLAIMS

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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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 facsmile transmission shall be adequate written notice or communication to such

MAGISTRATE OFFICE

2024 -07- 02

party.

10. PERSONAL LIABILITY OF REPRESENTATIVES

Any person signing this agreement on behalf of a company or close corporation of

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 coprincipal 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. T.P.

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 / STRUCTURL DIFFECTS

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

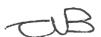
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14. CERTIFICATE: ELECTRICAL INSTALLATION

Certificate of compliance in respect of l 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).

MAGISTRATE OFFICE

The seller does not guarantee any aspect of the electrical and or gas installation on the CONSTITUTO SUCH SERVICE

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

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. In 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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HARDSWATER

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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 ABVE

CONTACT NUMBER:

072 301 0100

AND

MUHAMMAD KHALID WAQAS

PASSPORT/ ASSYLUM NO:

BJ 6319792

MARITAL STATUS:

UNMARRIED

RESIDENTIAL ADDRESS:

HOUSE NO 27 ERASMUS STREET

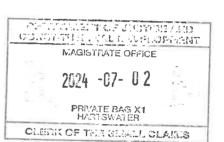
WARRENTON

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.

MAGISTRATE OFFICE

MAGISTRATE OFFICE

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.

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 continuir g to occupy the ST VI LOPEZENT

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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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 facsmile transmission shall be adequate written notice or communication to such a such as party.

MAGISTRATE OFFICE

10. PERSONAL LIABILITY OF REPRESENTATIVES

Any person signing this agreement on behalf of a company or close corporation of Trust shall Alass 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 coprincipal 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 / STRUCTURL DIFFECTS

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

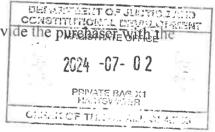
The seller shall not be liable for any defects in the property

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 purchase with the following certificate/s at the seller's costs



14. CERTIFICATE: ELECTRICAL INSTALLATION

Certificate of compliance in respect of l 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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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

MA

MK T.P.

MAGISTRATE OFFICE 2024 -07- 02 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.

in section 24 of CPA

He was not introduced to the property by means of direct marketing methods as contemplated MAGISTRATE OFFICE

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.

DATED AT HARTSWATER ON THE 1st DAY OF AUGUST 2020

Ald Coms MUHAMMAD ABID QAMER

MUHAMMAD KHALID SUNNY WAQAS

WITNESSES

THEKEGELO MAMABOLO



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

TO LITHUR OF JUSTICE ALCO LEVY BUT A LUNCY A CHANENT MAGISTRATE OFFICE

2624 -67- 02

AND

YONAS SAHLU
AND OTHER ILLEGAL OCCUPANTS

FIRST RRESPONDE

PRIMATE BAO X1 EMATSWATER OF EACH OF THE CHART GLARES

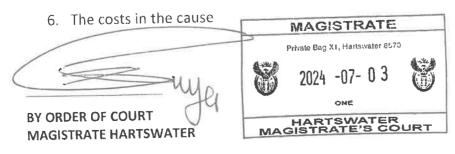
MAGARENG LOCAL MUNICIPALITY

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;

- 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 Thay of Cuyus 2024 at 09:00 or soon thereafter as the matter may be heard why this order should not be made final.



COMBINED SUMMONS

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

CASE NO: 2280

In the matter between:

MOKGWARO ELECTRICAL CONTRACTORS CC

FIRST PLAINTIFF

NEO ALFRED MAPHONGO

NORTHERN CAPE HIGH COURTS ECOND PLAINTIFF PRIVATE BAG X5043 2024 -08- 26

KIMBERLEY 8300 REGISTRAR: 22

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 MAGARENG MUNISIPAL

defendant").

AND

ONTWANG / RECEIVED

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:

- 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

NORTHERN CAPE HIGH COURT

2024 -08- 26

KIMBERLEY 8300 REGISTRAR: 22

PRIVATE BAG X5043

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Kimberley,8301

REF: CIV/2245/ME/NG