



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

FACULTY OF NATURAL RESOURCES AND SPATIAL SCIENCES

DEPARTMENT OF LAND AND PROPERTY SCIENCES

QUALIFICATION (S) : DIPLOMA IN LAND ADMINISTRATION ; BACHELOR IN LAND ADMINISTRATION	QUALIFICATION CODE: 06DLAD 07BLAD
COURSE NAME: DEEDS REGISTRATION LAW 2	COURSE CODE: DRL610S
SESSION/DATE: JUNE 2019	NQF LEVEL: 6
DURATION: 2 HOURS	MARKS: 100

FIRST OPPORTUNITY EXAMINATION	
EXAMINER(S)	STEPHIE NICOLENE DE VILLIERS
MODERATOR:	EMMY WABOMBA

THIS QUESTION PAPER CONSISTS OF 16 PAGES (Including this page and the annexures)

INSTRUCTIONS	
1.	The paper has 5 questions, 2 annexures, Bond Number T 5123/2009, Antenuptial Contract Number H 79/2017.
2.	All Questions are compulsory.
3.	Write clearly and neatly.
4.	Number the answers clearly and according to the numbering in the examination question paper.
5.	Candidates will be penalised for incorrect spelling and illegible handwriting.

PERMISSABLE MATERIAL - None

Question 1**Give a word or phrase for the following in the context of Deeds Registration Law:**

- a) The power granted to an agent in a Power of Attorney to appoint someone else to act on behalf of the agent. (2)
- b) The property over which a general notarial bond should be registered. (2)
- c) The time period within which a special notarial surety bond should be registered. (2)
- d) Two elements the preamble to a notarial lease contains. (2)
- e) The type of right a registered personal servitude is. (2)
- f) Authentication of a signature on a deed. (2)
- g) The cession which needs to take place if the existing mortgagee cedes his right under the bond to a third party and the mortgagee retains no further interest in the bond. (2)
- h) Requirement for mortgaging a minor's property, valued at N\$155 000.00. (2)
- i) The person who should sign an application for a Certificate of Registered Title. (2)
- j) A lease agreement which is registered in the Office of the Registrar of Deeds for a period of three years which is renewable twice after the initial lease period for further periods of three years each. (2)

[20]

Question 2

Indicate if the following statements are true or false. You do not have to motivate your answers.

- a) It will be necessary to cancel a mortgage bond registered over a property if the property is transferred by order of the court. (2)
- b) A Certificate of Consolidated Title can be issued for the consolidation of Erf 100 and Erf 101 if Erf 100 is adjacent to Erf 101, and is situated in the Khomas Region, in the township of Cimbebasia and Erf 101 is situated in the Khomas Region and is situated in the township of Prosperita. (2)
- c) Paul and Pamela were married in accordance with the SWAPO Family Act while in exile in Zambia. They now own a house in Mariental. Paul wants to borrow money to renovate the house, but the bank requires security by way of a mortgage bond over the property. Paul needs the consent of Pamela to register this bond. (2)
- d) If a property has been subdivided and a portion is transferred the bond over the original property need not be cancelled. (2)
- e) Any person over the age of 18 can witness a special power of attorney to register a mortgage bond. (2)
- f) It is not a legal requirement that the amount secured is stated in the bond, unless the bond is a surety bond. (2)
- g) The preamble in a mortgage bond determines the preference the bondholder will enjoy in respect of the proceeds from the sale of the property. (2)
- h) If the owner wishes to impose new conditions on a property this will be done by means of a Certificate of Title. (2)

- i) A lease agreement for a period of more than 10 years which has not been registered will only be enforceable between the parties thereto. (2)
- j) A diagram of a property to be leased must be attached to the notarial lease agreement. (2)
- [20]
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Question 3

Sam and Selma were married in community of property and Erf 341, Otjomuise is registered in both their names. A Mortgage Bond is registered over Erf 341, Otjomuise in favour of Millenium Bank Limited. Sam passes away and Selma becomes entitled to the property; 'one half share in terms of Sam's will and the other half share by virtue of their marriage in community of property'. Selma applies to have the title deed of Erf 341, Otjomuise endorsed to the effect that she has taken formal transfer of the property.

- a) In terms of which section of the Deeds Registries Act will Selma make her application for the said endorsement? (2)
- b) What are the implications of the mortgage bond on such a possible endorsement? (7)
- c) What are the requirements for the application? (6)
- [15]
-

Question 4

Study the attached Mortgage Bond Number B5123/2009 and compare the essentialia and the requirements for validity with each other. (25)

[25]

Question 5

Study the attached ante-nuptial contract Number H79/2017 and answer the following questions:

- a) Are the parties from North or South of the redline area in Namibia? Motivate your answer. (3)
- b) Critically discuss the description of the parties. (11)
- c) How do the requirements for validity for the attached document compare with any other document, like a deed of transfer or a mortgage bond, to be lodged in the deeds office? (9)

[20]

End of Question Paper

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DUTY *1915-00*

FEES *1*

PREPARED BY ME
CONVEYANCER
E THOMPSON



ISSUED FOR INFORMATION ONLY

B 5123 2009

MORTGAGE BOND NUMBER

BE IT HEREBY MADE KNOWN THAT

ELMARIE THOMPSON
(hereinafter called the APPEARER)

appeared before me, Registrar of Deeds at Windhoek
he the said appearer being duly authorized thereto by power of attorney granted to him by

WILLEM ITOPE
IDENTITY NUMBER: 780410 0037 1
UNMARRIED

(hereinafter called the MORTGAGOR/S)
which power of attorney has this day been exhibited to me and now remains filed in this office
dated the 31ST day of AUGUST 2009
and signed at WINDHOEK

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AND THE APPEARER declared that his Principal is truly and lawfully indebted and bound to

NATIONAL HOUSING ENTERPRISE
(Established in terms of Act no. 5 of 1993)

(hereinafter called the MORTGAGEE)

IN THE AMOUNT OF N\$ 382 640,00 (THREE HUNDRED AND EIGHTY THOUSAND SIX HUNDRED AND FORTY NAMIBIA DOLLARS)

(hereinafter called the CAPITAL AMOUNT)

being the balance of the purchase price of the property and the amount which the MORTGAGEE has consented to lend to the MORTGAGOR, and which payment is being made under and by virtue of an irrevocable Power of Attorney in *rom swam* contained herein, subject to the terms, conditions and stipulations of this Mortgage Bond.

NOW THEREFORE the Appearer hereby renounces on behalf of his principal, all benefits derived from the legal exceptions *non causa debiti, non numerata pecunie, error calculi, revision of accounts* and no value received, the full force, effect and meaning whereof he declares his principal to be fully aware of and the appearer on behalf of his principal hereby promises and undertakes to pay the Mortgagee or other holder of this Bond, his order or successors in title, the capital sum together with interest thereon, or on the balance from time to time, at an interest rate of 11,75% (ELEVEN COMMA SEVEN FIVE) percent per annum, subject to the conditions contained herein.

1. INCREASE AND DECREASE IN INTEREST RATES

Notwithstanding anything to the contrary contained herein, the Mortgagee may at any time on at least one month written notice to the Mortgagor's, increase or decrease the rate of interest, on any amount due or claimable and such interest shall be calculated as set out hereinafter, provided that the rate of interest payable in terms of this bond shall never be higher than that allowed in terms of the stipulations of the Limitation and Disclosure of Finance Charges Act of 1968, or any amendment thereof.

2. INTERIM INTEREST

The Mortgagor's must pay interest at the rate of this bond on the capital sum or any part thereof as from different dates whereon the costs for registration of transfer of the property mortgaged hereunder and of this bond has been paid over to the conveyancers and a guarantee to cover payment of the purchase price of the property has been issued to the Seller of such property and the different dates on which payment to the Seller or Building Contractor to reduce the building costs of the dwelling house has been made up to the last date of the month in which this bond has been registered. This interest is payable within 30 (thirty) days from the first day of the month following the date of registration of this bond.

3. INTEREST

Interest at the rate of this bond is further calculated as from the first day of the month following the date of registration of this bond up to the first coming 30th day of June and thereafter annually in advance on the balance of the capital sum outstanding from time to time on the 30th day of June. Notwithstanding anything to the contrary, interest on the final repayment of the capital sum shall only be levied up to such a date of payment or refunding.

4. INSTALMENTS

The Mortgagor must pay to the Mortgagee for a period of 20 (TWENTY) years, until such time as the Capital sum is fully paid, monthly in advance, not later than the seventh day of each and every month, an amount of

N\$ 4 184,07 (FOUR THOUSAND ONE HUNDRED AND SEVEN NAMIBIA DOLLARS)

being interest and capital and capital redemption, starting the first day of the month following the date of registration of this bond, on condition however that -

- 4.1 notwithstanding anything to the contrary contained herein, the Mortgagee can after a minimum of one month written notice, lengthen or shorten the period within which the loan in terms of this bond must be repaid, in terms of conditions laid down by the GOVERNMENT OF NAMIBIA or its successors in title, and
- 4.2 should the rate of interest be increased or decreased according to paragraph 1 (one) or when the term for repayment of the loan be lengthened or shortened, in terms of pre-condition 4.1 to this paragraph or should it be agreed in writing between the Mortgagee and the Mortgagor that the Mortgagor wants to follow an instalment system known as progressive annuity, the Mortgagee can after a minimum of one month written notice increase or decrease the monthly instalment payable in terms of this bond, to an amount which will secure that the bond shall be repaid within the same period as it would have been repaid had the interest rate not been changed. The Mortgagor's agree's that should the Mortgagee decide to make use of this right of his, then the aforementioned Registrar shall note down the change in this bond, and he undertake to sign any consent or agreement necessary to make the registration of such

FOR INFORMATION

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amendment possible. All costs in connection thereof shall be payable by the Mortgagor/s. The date of payment of the last instalment stipulated in terms of this paragraph, shall hereinafter be called the date of repayment.

5. REPAYMENT BEFORE DUE DATE

The Mortgagor has the right to make additional payments at any time in reduction of the capital sum. Subject to such condition that notwithstanding such additional payments in reduction of the balance of the capital sum still owing, the Mortgagor must continue with payment of monthly instalments as indicated above or with the increased or decreased instalment if applicable, until such time as the Capital Amount together with interest have been paid in full.

6. PLACE OF REPAYMENT

Any amounts payable in terms of this Mortgage Bond is payable in the current and lawful currency of NAMIBIA and is payable at the offices of the Mortgagee in WINDHOEK, for credit of the Mortgagor/s or at such other place as the Mortgagee may stipulate from time to time.

7. SECURITY

AND AS SECURITY for the proper and punctual payment of the Capital sum or any part thereof, interest payable thereon and all other sums of money which may be due and payable to the Mortgagee or other legal holder of this bond and for the property execution by his principal of each and every term and condition of this bond, the appraiser declares hereby q.q. his principal to mortgage under FIRST BOND, the following property:

CERTAIN: ERF NO. 622 ROCKY CREST (EXTENSION NO. 1)
SITUATE: IN THE MUNICIPALITY OF WINDHOEK, KHOMAS REGION
REGISTRATION DIVISION "K"
MEASURING: 203(TWO NIL THREE) SQUARE METRES
HELD BY DEED OF TRANSFER NO. T 4596/2009

Subject to the conditions contained therein.
(hereinafter referred to as the Mortgaged property)

A. REPAYMENT OF DEBTS

All payments made by the Mortgagor/s in terms of the above mentioned stipulations, shall as the Mortgagor in its absolute discretion may deem fit and in the absence of the execution of such discretion, at all times and from time to time, firstly be applied to repay the items mentioned under paragraph G and arrear instalments as meant in paragraph F(v) and thereafter the items referred to in paragraph L hereof, and the interest due to the Mortgagee as is meant in paragraphs 2 and 3 and B hereof and thereafter in reduction of the capital debt in terms of this bond.

B. INTEREST A TEMPORE MORAE

Should the Mortgagor/s neglect to pay any amount payable during any year ending on the 30th of June, before or on the said date, then the Mortgagee shall be entitled to levy interest on such arrear amounts at the then current statutory rate and interest a tempore morae for the full year following such 30th day of June.

C. RATES AND TAXES

The Mortgagor/s shall promptly pay all taxes, monies, rates or levies of whatever kind whether due or to become due in respect of the mortgaged property and the Mortgagee shall issue receipts in respect of such payments.

D. CARETAKING

The Mortgagor must at all times as long as the bond exist, keep all buildings, structures and improvements erected on the mortgage property already or to be erected thereon in future in a good habitable condition, both inside and outside, and he may not make any material changes to it or remove it totally or partially from the mortgaged property without having obtained the written consent of the Mortgagee in advance.

E. INSPECTION

During the validity of the bond, any member or official of the Mortgagee in general or any other person specifically authorized thereto by the Mortgagee, may enter the mortgaged property or any work done thereon, which is being required by the Mortgagee or his nominee in terms of this bond or any act

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F. INSURANCE

1. The Mortgagee must insure the building on the Mortgaged property on behalf of the Mortgagor and keep them insured against any risk or loss as a result of fire, storm, damage (including hail, floods, earth quakes, bursting of water pipes, underground fire lightning, air craft, or objects falling from them). Subject to subsection (3) of this paragraph the Mortgagor stipulates the amount of the insurance.
2. If requested thereto by the Mortgagee, the Mortgagor takes out insurance against his death or any other risk, as the Mortgagee deems necessary, on behalf of the Mortgagee as from the date or dates on which any payments in advance have been made or guarantees have been delivered as is mentioned in the cause of this bond, or from the date of registration of this bond or such latter date as the Mortgagee may stipulate.
3. The insurance mentioned in sub-paragraph (1) of this paragraph, musts cover the value of the Mortgaged property according to the Mortgagee's opinion, in full.
4. The Mortgagee shall in no way be responsible for any mistake or neglect to take out sufficient insurance or to proof any claim timeously.
5. The Mortgagor undertakes to cede the policy in respect of the insurance meant I Clause F(1) and F(2) hereof, together with all rights thereto to the Mortgagee as covering security. Should the Mortgagor neglect to pay any premiums on the date of expiry, the Mortgagee shall have the right to pay such premiums on behalf of the Mortgagor and to debit his account with such amount.

G. PREMIUMS

The Mortgagor is responsible towards the Mortgagee for the premiums on the policies, referred to in paragraph F, which payments are payable to the Mortgagee in advance, if monthly instalments, equal to one twelfth of such annual premium, which shall carry interest n the reduced balance outstanding from time to time, to be calculated at the same rate of interest calculated on the capital sum. Mentioned premiums can be altered from time to time, on one month's notice.

H. APPLICATION OF RECEIVED INSURANCE MONEY

Should the Mortgaged property be damaged or destroyed by fire, storm or any other reason, all moneys received in terms of the above mentioned insurance policies shall be applied, as the Mortgagee may deem fit, apart from any costs the Mortgagee might have incurred, to cover the unpaid balance of the capital sum and interest up to date, or to renovate the damaged or destroyed property in such a way as the Mortgagee may deem fit.

I. TITLE DEED

The Title Deed(s) of the mortgaged property shall be held by the Mortgagee or his agent during he existence of this bond, and the property shall not be mortgaged any further without the consent of the Mortgagee having been obtained previously.

J. COSTS

The Mortgagor is responsible towards the Mortgagee for all costs incurred in connection with the collection of any amount payable by the Mortgagor in terms of this bond and in connection with the cancellation of the bond and any legal costs, calculated on the scale as between attorney and client, whether any action has been instituted in a Court of Justice or not.

K. CONTINUOUS COVERING

This bond is and shall remain covering security for the Mortgagee to cover payment by the Mortgagor and to secure any further loan by the Mortgagee to him after registration of this bond.

RECEIVED FOR INSURANCE

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L. COVERING OF FURTHER DEBTS

This bond is being regarded to cover all further debts of the Mortgagee to the Mortgagor (apart from the capital sum plus interest) be it by way of interest, repair costs, debts or claims in respect of insurance premiums, costs of any notice, costs incurred in respect of actions for the collection of any amounts due hereunder, moneys paid or due in respect of taxes, rates, stamp duty and other similar costs and costs in respect of this bond of for the protection or insurance of the Mortgagee's security in terms hereof of any amount or amounts due in terms of paragraphs 1 and 2 and the conditions that such incidental outstanding amounts or claims shall be preferent-claims only up to an amount of

NS0,00 (NIL NAMIBIA DOLLARS)

M. USE OF PROPERTY

The Mortgagor may use the Mortgaged property only for dwelling purposes for himself and his family as long as this bond is in force and may not let or sublet it or in any manner whatsoever burden it in total or partially without the written consent of the Mortgagee having been obtained before the time. Notwithstanding any contradictory stipulation of this bond, the Mortgagee may, on a breach of this paragraph O hereof, failing which the Mortgagee shall have the right to call up this bond in terms of paragraph R hereof.

N. DOMICILIUM CITANDI ET EXECUTANDI AND JURISDICTION

The Mortgagor chooses the property hereby mortgaged as his *domicilium citandi et executandi* for all documents to be served in terms hereof. The Mortgagor hereby agrees to the Jurisdiction of the Magistrate's Court in respect of any action which may result from the stipulations of this Bond.

O. OPTION TO BUY

1. It is a condition of the loan secured in terms of this bond, seeing that it is made on more favourable conditions and at a lower rate of interest as would normally have been offered in the open market, and bearing in mind the fact that the loan is meant to ease the scarcity of houses and that the obtaining of ownership in the property mortgaged in terms hereof, is not meant to speculate with such or to sell or lease it for profit, but to make the mortgaged property available for personal use and occupation by the Mortgagor, his heirs, as meant in paragraph (2) hereunder, and their respective household and immediate families, that the Mortgagor, who hereby binds his successors in title, Executors, Administrators and heirs, hereby gives the option to the Mortgagee, which option can be ceded, to buy the mortgaged property at a price calculated in terms of the conditions of paragraph 7 hereof, within a period of 8 (eight) years from the date on which he became entitled to possession of the property which date shall be proved by a certificate signed by an official of the institution from which the property has been obtained.
2. The option obtained herein shall, without having any effect on the rights the Mortgagee has in terms of paragraph R hereof, only be executed by the Mortgagee, should the Mortgagor shows his intention to sell otherwise dispose the mortgaged property, other than by testamentary disposition to any person who may qualify as heir of the Mortgagor upon his death, in terms of the Act on Intestate Succession; or should the Mortgagor neglect to meet his obligations towards the taxing authority and its successors in Title and cessionaries in respect of the prompt payment of taxes and any other rates and fees, or should the Mortgagor neglect to meet his obligations in terms of this bond, or should the Mortgagor allow anybody except himself, his household or immediate family to occupy the property, or should the Mortgagor abandon the Mortgaged property.
3. This option may be executed at any time by the Mortgagee on three calendar months written notice to this effect, even should the total amount of the loan together with interest on it have been repaid and this bond which secured the loan has been cancelled.
4. Notwithstanding anything to the contrary contained herein, the Mortgagee has the right in the event of the insolvency or death of the Mortgagor, to execute the option against the Mortgagor's Successors in Title, Executors, Administrators and heirs on the same grounds as set out hereinafore and in the same manner and after the same period of notice as stipulated in the immediate foregoing paragraph.

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5. Should, after the execution of the said option by the Mortgagee the Mortgagor absentates himself, or for whatever reason neglects or refuses to sign the power of attorney and all other documents and pieces necessary to get transfer of ownership registered in the mortgaged property into the name of the Mortgagee, then and in that event, the Mortgagee has the irrevocable *ius in rem* to institute legal action against the Mortgagor as mentioned herein.

6. The price mentioned in paragraph (1) shall be calculated as follows:

6.1 The costs incurred by the Mortgagor in respect of the ground mortgaged by the bond plus.

6.2 The costs incurred by the Mortgagor in respect of improvements of a permanent nature to the property, after the date on which he became entitled to possession as to be determined by a sworn valuator or quantity surveyor, appointed for this purpose by the Mortgagee, minus.

6.3 Such depreciation, calculated on the costs of such improvements at a maximum rate of 5% (five percent) per annum; the true depreciation to be determined by the said sworn valuator or quantity surveyor in their exclusive and absolute discretion, taking into consideration the improvements.

7. The subsequent conditions of sale which shall be applicable at the execution of the option, are the following:

7.1 The Mortgagee shall pay transfer duty, all transfer costs and any costs incurred by the execution of the said option.

7.2 The Mortgagee shall, on the date of registration of transfer of the property in its name be put in possession thereof, as from which date onward it shall be to the Mortgagee's sole risk, profit and loss.

7.3 Payment of the purchase price of the mortgaged property shall be made in cash to the Mortgagor at any such place as he may stipulate and failing which, it shall be paid for his credit into the guardian fund.

7.4 The Mortgagee shall pay to the Mortgagor a proportionate share of the rates and taxes and insurance premiums, paid in advance on the mortgaged property before date of possession as mentioned hereabove.

7.5 The Mortgagee take transfer of the property as described in the existing Deed(s) of Transfer thereof and subject to all the conditions and restrictions (if any) applicable to it, or mentioned therein, or thereto mention is made in the Deed(s) of Transfer. The Mortgagor shall not be liable for any shortage which may occur should the property be remeasured, nor shall he benefit from any surplus.

7.6 Transfer of the property to the Mortgagee shall be given *voetstoots* and no guarantee, either express or solemnly, is being given by the Mortgagor in that connection.

7.7 Registration of transfer of the mortgaged property in the name of the Mortgagee shall be done by attorneys to be appointed by the Mortgagee.

B. Notwithstanding the fact that all amounts due to the Mortgagee under this bond has been repaid, the latter shall not be obliged to sign a consent for or to register the cancellation of the bond until the right to execute the abovementioned option has lapsed or the mortgagee has waived his right in writing.

P. FALSE DECLARATION

Should the Mortgagor at any time he applies for a loan or during the existence of this bond, make a false declaration in connection with his application or in the annual financial Statement which must be provided to the Mortgagee in respect of his financial position and the size of his family, the Mortgagee shall have the right to call up this bond, in which case the stipulations of paragraph R shall be applicable *mutates mutandis*.

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Q. NON-COMPLIANCE WITH CONDITIONS

Without prejudice of rights, should the Mortgagor neglects to comply with conditions C, D, F, G and U, the Mortgagee can within notice comply with the stipulation thereof, and h can claim all costs applicant to such compliance from the Mortgagor.

R. CALLING UP OF BOND

Should the Mortgagor not comply with or breach any of the conditions or stipulations of this bond and should the Mortgagor neglect to comply with any written notice from the Mortgagee requesting him to mend any such breach or non-compliance of conditions within 30 (thirty) days from date of the notice to comply, then and in any event, the mortgagee has the right immediately to declare the whole capital sum plus interest, payable and to call up this bond or to act in any manner the law may allow the Mortgagee. A certificate signed by any authority acting as duly authorized agent and attorney for the Mortgagee wherein the notice sent to the Mortgagor is stated, as well as the neglect to comply with same, and stating the amount due, allows the Mortgagee to obtain preliminary judgment under this bond for the amount certified accordingly. Notwithstanding the stipulations of this paragraph, the Mortgagee is entitled to institute legal action without any notice to the Mortgagor should he neglect to pay interest on the whole or part of the capital sum on the due date of same and/or to institute legal action to call up this bond and for the regain of the capital sum plus interest up to date of payment and to take possession of the mortgaged property.

S. NEGLECT BY THE MORTGAGEE

No extension of time given by the Mortgagee or any relaxation or neglect by the Mortgagee to claim specific and timeous performance from the Mortgagor of his obligations in terms of this bond, shall be regarded as an amendment of this bond or shall harm any of the Mortgagee's rights in terms thereof.

T. Should the Mortgagor act contradictory to any stipulation of this agreement or bond, or should the bond be called up by the Mortgagee of the estate of the Mortgagor be sequestrated, be it out of his own free will or on application of any creditor, the Mortgagee is entitled without prejudice to any other rights, to let the property from time to time, and to terminate any lease or occupation, to collect and receive in his own name all income or money the property earns from time to time, be it in terms of agreements the Mortgagor entered into or otherwise, to issue valid receipts and acquittals in respect of such receipts if necessary, to enter into settlements in that connection, to apply all moneys received in connection with same for the payment firstly of all costs in connection with the collection thereof and secondly, for the interest on the capital sum. The Mortgagee can appoint a representative or representatives to handle any action which he is entitled to in terms of this clause, on behalf of the Mortgagee and he is entitled to remunerate such representative out of the rent, income or other moneys received.

U. ADMINISTRATION FEE

Whether collections and administration are handled by the Mortgagee or his agent as will appear from paragraphs G and R hereof, the Mortgagor shall be responsible for an administration fee of N\$4,00 (FOUR NAMIBIAN DOLLARS) per month.

The Mortgagee has the right to change the said administration fee from time to time, in accordance with any rise and fall in consumer price index, Windhoek, all items.

V. FURTHER BONDS

The Mortgagor shall not, without the written consent of the Mortgagee allow the registration of any further bonds over the property or encumber or mortgage the property by way of a bond or otherwise.

W. EXPROPRIATION

In the event of expropriation of the whole or any part of the encumbered property in terms of any act or the dispossession of the whole or any part thereof according to any act, ordinance or decree for road expanding purposes or for whichever reason by any competent authority, the Mortgagor hereby appoint the Mortgagee irrevocably, and in *rem suam* as its agent to receive any remuneration in terms thereof, as well as to institute all claims and to sign any documents in connection therewith regarded necessary or desirable

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and the Mortgagee shall account to the Mortgagor for any such amounts received after deduction of any amount due under this bond and the costs incurred by the Mortgagee in respect of such expropriation or dispossession.

X. CONDITION IN FAVOUR OF THE GOVERNMENT OF NAMIBIA

It is recorded that the Mortgagor is at the date of registration of this bond a member of the Statutory Institutions Pensions Act 1980 (No. 3/1980) and that portion of the amount agreed to be lent by the said Bank to the Mortgagor has been guaranteed by the Government of Namibia. Notwithstanding anything to the contrary herein contained, the said capital, additional sum, interest and any other sum whatsoever owing by the Mortgage to the Bank shall be considered as legally claimable and due forthwith notice and without the Mortgagor having been specially placed in default upon the Mortgagor ceasing to be employed by the Government of Namibia, if the said Government shall so require by written notice, addressed to the bank signed by the Secretary Department of Finance.

SIGNED at WINDHOEK on 22 SEP 2009
Together with the Appearer, and confirmed with my seal of office

ISSUED FOR INFORMATION SA

SIGNATURE OF APPEARER

In my presence

REGISTRAR OF DEEDS

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ORIGINAL
STAMPED
DUTY
NS. 20.00
REGISTRAR

2017-02-23
REGISTERED IN
Notary Office
Windhoek, DLP, Registrar of Deeds



PROTOCOL NUMBER: 90/2017

ANTENUPTIAL CONTRACT

H 79 2017

Be it hereby made known:

That 12 January in the year of our Lord, Two Thousand and Seventeen (2017) before me, PIERRE ERASMUS of WINDHOEK, Republic of NAMIBIA, Notary Public of lawful authority, duly sworn and admitted, and in the presence of the subscribing witnesses, personally came and appeared BAREND JOHANNES VILJOEN in his capacity as authorised agent of:

JOSIAS VAN DER WESTHUIZEN
Date of Birth: 19 February 1983
Unmarried

and

ILSE BURGER
Identity Number: 801225 1174 3
Unmarried

Handwritten initials and signatures:
A
B G B
H
E

And the Appearers did declare, that whereas a marriage has been agreed upon, and is intended to be forthwith has and solemnized between

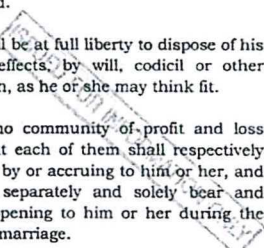
JOSIAS VAN DER WESTHUIZEN

and

ILSE BURGER

they have contracted and agreed, as by these presents they do contract and agree, each with the other, as follows, to wit:

- FIRST THAT there shall be no community of property between them, but that each of them shall respectively retain and possess all his or her estate and effects, movable and immovable, in possession, expectancy or contingency, or to which he or she has or may have any eventual right or title, as fully and effectually as he or she might or could have if the said intended marriage did not take place.
- SECOND THAT the one of them shall not be answerable for the debts and engagements of the other of them; but that each shall be answerable for his or her own debts, contracted before and after the said intended marriage.
- THIRD THAT all inheritances, legacies, gifts, or bequests, which may devolve upon, or be left, given, or bequeathed to either of them, shall be the sole and exclusive property of him or her upon or to whom the same shall devolve or be left, given or bequeathed.
- FOURTH THAT each of them shall be at full liberty to dispose of his or her property and effects, by will, codicil or other testamentary disposition, as he or she may think fit.
- FIFTH THAT there shall be no community of profit and loss between them; but that each of them shall respectively retain the profits made by or accruing to him or her, and shall in like manner separately and solely bear and sustain the losses happening to him or her during the subsistence of the said marriage.
- SIXTH THAT the said JOSIAS VAN DER WESTHUIZEN and the said ILSE BURGER shall have and continue to hold, possess and enjoy the sole and exclusive and uncontrolled administration and alienation of all the property and effects of which they are individually now possessed, and entitled to, and of all the other property which they may hereafter acquire during the subsistence of the said marriage without interference, control or



Handwritten initials and signatures are present at the bottom right of the page. There is a large 'X' mark, followed by 'f. BG', 'Hr.', and 'B' with a checkmark.

Page 3

assistance of the said JOSIAS VAN DER WESTHUIZEN or the said ILSE BURGER and any form of marital power to which either of the intended consorts may be entitled or acquire by virtue of the said marriage, shall be and the same is hereby excluded from all the property, estate and effects of the other intended consort as fully and absolutely as if the said intended marriage had not taken place.

UPON all which conditions JOSIAS VAN DER WESTHUIZEN and ILSE BURGER, the intended consorts declared it to be their intention to solemnise their intended marriage, and respectively promise and agree to be bound by the same under obligation of their respective persons and property according to law.

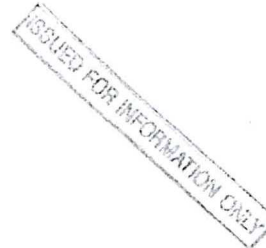
THUS CONTRACTED, AGREED AND EXECUTED AT WINDHOEK on the day, month and year first aforewritten, in the presence of the attesting witnesses and in the presence of the Notary.

[Signature]
.....
WITNESS

[Signature]
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WITNESS

[Signature]
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[Signature]
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QUOD ATTESTOR
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.....
NOTARY PUBLIC



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