



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

FACULTY OF NATURAL RESOURCES AND SPATIAL SCIENCES

DEPARTMENT OF LAND AND PROPERTY SCIENCES

QUALIFICATION(S): Diploma in Property Studies; Diploma in Land Administration; Bachelor of Land Administration; Bachelor of Property Studies; Bachelor of Property Studies Hons	QUALIFICATION CODES: 06DPRS 27DPRS 06DLAD 07BLAD 27BLAD 08BPRS 27BPRS
COURSE NAME: LAW FOR LAND ADMINISTRATION 1	COURSE CODE: LLA 520S
SESSION/DATE: January 2019	NQF LEVEL: 5
DURATION: 2 HOURS	MARKS: 100

SECOND OPPORTUNITY/SUPPLEMENTARY EXAMINATION QUESTION PAPER	
EXAMINER(S)	Stephnie De Villiers
MODERATOR	Adv Magda Saayman

THIS QUESTION PAPER CONSISTS OF 10 PAGES (Including this front page)

INSTRUCTIONS

1. This paper consists of 5 questions.
2. Answer ALL the questions.
3. Write clearly and neatly.
4. Number the answers clearly.

PERMISSIBLE MATERIALS - NONE

- d) Mr. Chips, an owner of a restaurant, discovered a way to produce fuel by using his used cooking oil. He sells this formula to Mobil Petroleum for N\$ 1 million. How will this formula be transferred to Mobil Petroleum?
- i) Cession
 - ii) Constructive Delivery
 - iii) Constitutum possessorium
 - iv) Registration at the Ministry of Energy
 - v) Symbolical Delivery (2)
- e) In the contract of a lease agreement, improvements to a property can be divided into the following types:
- i) Necessary improvements; Useful improvements; Unnecessary improvements.
 - ii) Necessary improvements; Useful improvements; Crucial improvements.
 - iii) Useful improvements; Crucial improvements; Luxurious improvements.
 - iv) Necessary improvements; Useful improvements; Luxurious improvements.
 - v) Necessary improvements; Useful improvements. (2)
- f) An express agreement to re-let the property concluded during or upon the expiration of the lease is called:
- i) Tacit Relocation
 - ii) Re-letting
 - iii) Conventional Relocation
 - iv) Sub-Letting
 - v) Express Relocation (2)
- g) The duties of the lessee are the following:
- i) Payment of Rent; Use and care of the property; Return of the property
 - ii) Payment of Rent; Use and care of the property; Making luxurious improvements
 - iii) Payment of Rent; Return of the property; Undisturbed use and enjoyment of the leased property

Question 2

Briefly discuss the difference between a personal and a real right. Illustrate your answer with an example. [10]

Question 3

Study the attached contract of purchase and sale and answer the following questions:

- a) Is the attached contract *perfecta*? Motivate your answer. (7)
- b) Fully discuss if the *ex lege* guarantee against latent defects is applicable to this contract? (3)
- c) Will the purchaser, Two Hundred Cimbebasia Property CC ever be able to put a claim in against Samuel Wabomba for latent defects in the property? Motivate your answer. (7)
- d) Two Hundred Cimbebasia Property CC was informed upon signature of the contract of purchase and sale that there is a lease agreement in existence between Samuel Wabomba and Sarah Konga. There is still 4 years left on the duration of the lease agreement. Advise the parties on the legal position. (10)
- e) Motivate if the following statement is true or false: "The contract of purchase and sale was concluded between Samuel Wabomba and Jonas Savimbi." (5)
- f) List the duties which Jonas Savimbi has. (6)
- g) What does the abbreviation cc in Two Hundred Cimbebasia Property CC stand for? (2)

[40]

Print on
one side

only

From pg 7-10

DEED OF PURCHASE AND SALE

FULL NAMES: Samuel Wabomba
MARITAL STATUS: Married out of community of property
IDENTITY NUMBER: 6905010046
POSTAL ADDRESS: P.O. Box 972, Maerua Windhoek
TELEPHONE NUMBERS: -
CELL PHONE NUMBER: 081 521 9876

(Hereafter called the SELLER)

and

FULL NAMES: Two Hundred Cimbebasia Property CC
Registration Number : cc/ 2012/0987
 Herein duly represented by Jonas Savimbi
POSTAL ADDRESS: P.O. Box 245, Bachbrecht, Windhoek
TELEPHONE NUMBERS: 061- 235187
CELL PHONE NUMBER: 085 432 9186

(Hereafter called the PURCHASER)

1. THE SELLER HEREBY SELLS TO THE PURCHASER WHO HEREBY AGREES TO PURCHASE:

CERTAIN: Erf 200, Cimbebasia

SITUATED: IN THE MUNICIPALITY OF Windhoek
 REGISTRATION DIVISION "K"
 Khomas REGION

MEASURING: 500 (Five Hundred) SQUARE METERS.

HELD BY: DEED OF TRANSFER NO T 1234/1999

(Hereafter called the PROPERTY)

2. **PAYMENT:**

The PURCHASE PRICE of the PROPERTY is the sum of **N\$1 560 000** (One Million Five hundred and Sixty Thousand NAMIBIAN DOLLARS) payable as follows: **CASH ON DATE OF REGISTRATION**

3. **POSSESSION AND OCCUPATION:**

Possession and vacant occupation of the PROPERTY shall be given to the PURCHASER on/against **REGISTRATION OF THE PROPERTY IN THE PURCHASERS NAME** and the SELLER will guarantee occupation and possession to the PURCHASER on this date from which date the PROPERTY shall be at the sole risk, loss or profit of the PURCHASER.

4. OCCUPATIONAL INTEREST:

The parties hereby agree that should the date of occupation and possession not coincide with the date of registration of the property in the PURCHASERS name, the party enjoying occupation of the property while it is registered in the name of the other party, shall in consideration thereof and for the period of such occupation, pay to the other party occupational interest to the amount of N\$ 10 000 per month, which is payable monthly in advance.

5. RATES AND TAXES:

The SELLER shall pay all rates and taxes in respect of the property until date of Registration of transfer and if paid in advance, the PURCHASER will refund the SELLER in respect of a pro rata share thereof.

The SELLER authorises the Conveyancers to deduct the amount payable to the Local Authority to obtain a Clearance Certificate from the proceeds of the sale on date of registration of transfer.

6. TRANSFER:

Transfer of the PROPERTY shall be granted by the SELLER to the PURCHASER as soon as possible. As soon as the SELLER tenders transfer, the PURCHASER will be compelled to take all the necessary steps and to perform all other actions in order to take transfer without any delay.

The PURCHASER shall provide the transferring attorneys, Mutjinde and Associates with guarantees and/or cash deposits covering the purchase price when requested to do so as more fully set out in clause 12 below.

7. COSTS:

The PURCHASER will pay the Transfer Duty, stamps, Legal Practitioners fees, VAT and Deeds Office Lodgement fees.

8. CONDITIONS AND SERVITUDES:

The PROPERTY is sold as described in the existing Title Deed(s) thereof, and is subject to all conditions, and servitudes (if any) attached thereto or mentioned or referred to in the said Title Deed or prior deeds. The SELLER shall not be liable for any deficiency in the extent which may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus.

9. VOETSTOOTS:

The PROPERTY is sold voetstoots and as it stands, the SELLER giving no warranty in regard to the buildings and any improvements upon the PROPERTY. The SELLER shall not be liable for any defects on the property either latent or patent and shall not be required to indicate or locate the positions of the pegs or beacons of the property.

10. GUARANTEES/CASH DEPOSIT:

Within 7 (SEVEN) days having been requested to do so, the PURCHASER shall either deposit the full purchase price with the transferring attorneys to be held in trust on his behalf or shall provide guarantees for payment to the transferring attorneys for the said sum to the satisfaction of the SELLER.

11. CANCELLATION CLAUSE:

If the PURCHASER commits a breach of any term or condition of this Deed of Sale the SELLER shall give the PURCHASER 7 days- notice in writing, hand delivered to his *domicilium* address or dispatched by prepaid registered mail to the address as chosen on page one hereof to rectify such breach within 7 days from date of such notice. Should the PURCHASER fail to rectify such breach within the stipulated 7 days, the SELLER shall have the right to Either:

- (a) Cancel this Sale by registered letter to the PURCHASER, whereupon the PURCHASER shall forfeit any and all amounts paid to the SELLER in terms of this Agreement, without prejudice to any of the other rights and remedies of the SELLER and the right to claim damages. These amounts will be paid to the SELLER as "roukoop".

OR

- (b) Claim immediate payment of the Purchase Price and fulfilment of all terms and conditions of this Deed of Sale.

12. WAIVER:

Notwithstanding any express or implied provisions of this Deed of Sale, any latitude or extension of time which may be allowed by the SELLER to the PURCHASER in respect of any payment provided herein, or any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time to require strict and punctual compliance with each and every provision or term thereof.

13. DOMICILIA:

For all purposes under this contract the SELLER and the PURCHASER respectively choose *domicilium citandi et executandi* at the address mentioned above, unless all parties hereto are advised in writing of a change of address.

14. VARIATION:


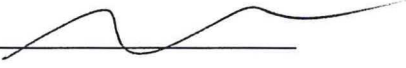
The PURCHASER hereby acknowledges that there are no undertakings or agreements with the SELLER, that no warranties have been given by or on behalf of the SELLER and that no representations have been made by or on behalf of the SELLER, either in writing or verbally, except as contained in the Agreement of Sale, that the terms of this Agreement constitute the whole Agreement between the SELLER and the PURCHASER and that no variation, alteration, modification or suspension of any of the terms of this Agreement of Sale shall be of any force or effect unless committed to writing and signed by the SELLER and the PURCHASER.


15. SPECIAL CONDITIONS:

It is a special condition of this agreement that the purchaser shall be successful in obtaining a loan for at least N\$1 600 000 (One Million Six hundred thousand Namibian Dollars) from Integrity Bank or any other recognized financial institution. In the event of such loan not being obtained by the purchaser within 21 (twenty-one) days from date hereof, this agreement shall not be binding on the parties and it will become null and void. The purchaser undertakes to apply for such loan forthwith.

THUS DONE AND SIGNED AT Windhoek THIS 10th DAY OF July 2018 in the presence of the undersigned witnesses.

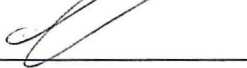

AS WITNESSES:

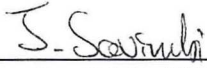

1.  _____
2.  _____

 _____
SELLER

THUS DONE AND SIGNED AT Windhoek THIS 15th DAY OF July 2018 in the presence of the undersigned witnesses.

AS WITNESSES:

1.  _____
2.  _____

 _____
PURCHASER  Two Hundred Grubelasia Property CC