

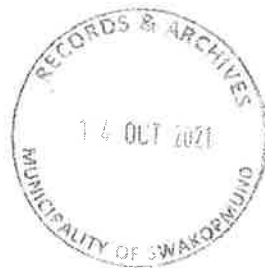
**ATTACHMENTS
FOR
ITEM 11.1.20
APPLICATION BY MS
A. KOTZE TO WAIVE
THE PRE-EMPTIVE
RIGHT TO SELL ERF
2626, MATUTURA,
EXTENTION 12**

Apple Orchardman's Store under
No 703 561091 residing at 3843
Mendenham Avenue female of 2 years old
champion telephone no. 2950290 my
home language is German but I speak
in English.

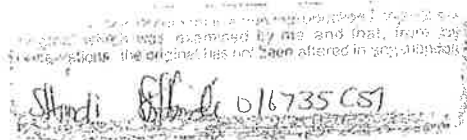
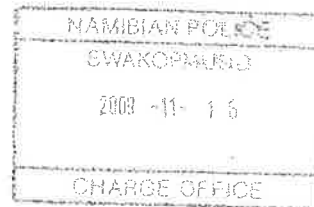
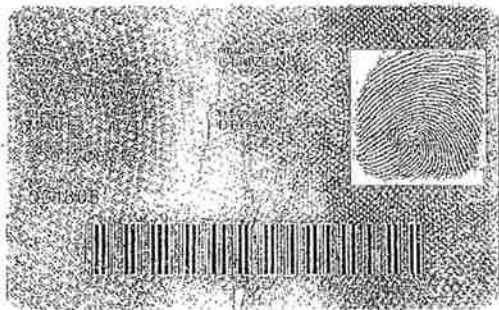
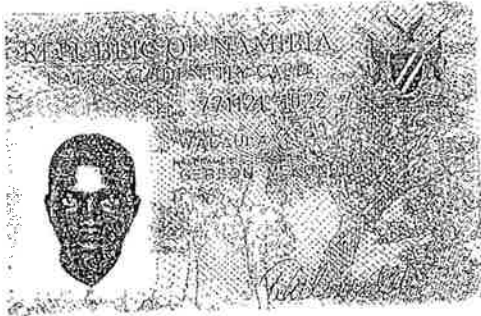
I wish to declare under
 oath that I married in 1907
 with Carson, making void the
 marriage that was a second
 time made of an invalid marriage.
 I now say because he knew that
 in 1907 and I want to make it
 full and clear that my wife and
 now I am living with her and he did
 not attend to the marriage
 in from there, after a week he
 disappeared from there still now
 he lives in with a small lot
 three months later I left with
 he went to a wedding there and
 he spent a large of money the
 police looking for him still they did
 not find him because he was
 from his family who I pay at
 it says that Carson was to
 appear with his wife he was
 there because he was going
 by his wife and staying in
 church, etc. Since he is
 not living any more

I request municipality of
Swakopmund to remove his name
from my house because when
I was applied the house I
was not together with him that
time. I was alone before I met
him

(Angela)



Annexure "C"



Any
G.M. 100
A.N.
MR
HB

Erf No: 3243, Mondesa

(Conradie & Damaseb Attorneys)

DEED OF SALE

BUILD TOGETHER PROGRAMME

ENTERED INTO BY AND BETWEEN:

THE COUNCIL FOR THE MUNICIPALITY OF SWAKOPMUND

of P O Box 53, SWAKOPMUND

Telephone Number: 064-410 4111

Facsimile Number: 088 614 514

and herein duly represented by

ECKART ULRICH WILHELM DEMASIOUS

and

MARCO PETER CLIFF SWARTS

(in their respective capacities as CHIEF EXECUTIVE OFFICER and

GENERAL MANAGER: CORPORATE SERVICES)

duly authorized thereto in terms of section 31 A (a) the Local Authorities Act,
Act 23 of 1992

(hereinafter referred to as "the COUNCIL")

on the one part

and

Aune Nghinamunhu (married - Walaula)

(hereinafter referred to as "the PURCHASER")

on the other part

Handwritten signatures and initials:
A. M. V. (with a checkmark)
A. V.
NB
KS

1. THE PARTIES

The parties to this Agreement are:

- 1.1 The Council of the Municipality Swakopmund; and
- 1.2 **Aune Nghinamunhu (married - Walaula**, as more fully described in **Annexure "A"** attached hereto.

2. INTERPRETATION

- 2.1 The clause headings of this Agreement are for reference purposes only and are not to be used in the interpretation thereof.
- 2.2 Unless the context clearly indicates a contrary intention expressions which denote -
 - 2.2.1 either gender shall include the other;
 - 2.2.2 a natural person shall include an artificial person and *vice versa*;
 - 2.2.3 the singular shall include the plural and *vice versa*;
- 2.3 When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day which shall be a business day.
- 2.4 The words and phrases herein below defined shall, unless the context indicates otherwise, have the meanings assigned to them and cognate expressions shall bear corresponding meanings -
 - 2.4.1 **"the Act"** means the National Housing Development Act, No. 28 of 2000, as amended;

D
Ang
G.M.W
A.N.
M.D.
K.K.

- 2.4.2 **“the COUNCIL”** means the Council for the Municipality of Swakopmund, a local authority duly established in terms of the Local Authorities Act 23 of 1992 and with its administrative offices situate at the 1/0 Daniel Tjongarero and Tobias Hainyeko Streets, Swakopmund, Republic of Namibia;
- 2.4.3 **“days”** means any day of the week, excluding Sundays and public holidays;
- 2.4.4 **“the Effective Date”** means the date on which this agreement is entered into;
- 2.4.5 **“the Legal Practitioners”** means **Conradie & Damaseb Legal Practitioners** of 1191 Harold Pupkewitz Street, Windhoek, Republic of Namibia including its branch office situate at 3 Libertina Amathila Street, Swakopmund, Republic of Namibia;
- 2.4.6 **“Notice”** means written notice;

3. THE SALE

The COUNCIL hereby sells to the PURCHASER who hereby purchases the unimproved immovable property as more fully described in clause 4 of this Agreement (hereinafter referred to as “the PROPERTY”).

4. THE PROPERTY

The PROPERTY being sold by the COUNCIL to the PURCHASER in terms of clause 3 of this Agreement is:

| | | |
|-----------|---|---|
| Erf No | : | Erf 3243, Extension 7, MONDESA |
| Town | : | Swakopmund |
| Situated | : | In the Municipality of Swakopmund, Registration Division “G” |
| Measuring | : | 331 m² |

*Any G.M.W.
A.N.
10
[Signature]*

4. THE PURCHASE PRICE AND PAYMENT

- 4.1 The purchase price in respect of the PROPERTY shall be the amount of -
N\$7,613.00(Seven Thousand, Six Hundred and Thirteen Namibian Dollars Only).
- 4.2 Subject to the PURCHASER having complied with the conditions as stipulated in clause 4.3, below, payment of the purchase price shall be effected by way of a loan granted by the COUNCIL to the PURCHASER in accordance with the Act.
- 4.3 It is a material term of this Agreement that the PURCHASER shall simultaneously with the conclusion of this Agreement enter into a Loan Agreement for the purchase price on such terms and conditions as may be prescribed by the COUNCIL in its capacity as duly appointed Manager and Controller, in terms of section 8 of the Act, of the Housing Revolving Fund.

5. POSSESSION AND RISK

The PURCHASER, as of the EFFECTIVE DATE, shall be entitled and obliged to take occupation and possession of the PROPERTY and from the EFFECTIVE DATE the PROPERTY shall be at the sole risk, profit and loss of the PURCHASER.

6. RATES AND TAXES & OTHER FEES OR CHARGES

- 6.1 As of the EFFECTIVE DATE the COUNCIL shall be entitled to levy in accordance with any statutory regulations and the PURCHASER shall be liable to pay to the COUNCIL all rates and taxes, sanitary fees and water charges notwithstanding the fact that the PROPERTY may not have been transferred into the name of the PURCHASER on the EFFECTIVE DATE.

Handwritten signatures and initials:
- G.M.W.
- A.P.
- [Other illegible signatures]

- 6.2 In the event that the PROPERTY is not reflected on the COUNCIL'S valuation roll on the EFFECTIVE DATE, the PURCHASER agrees to pay COUNCIL rates levied on the purchase price as if it is a provisional valuation of the PROPERTY; provided that any such payment is subject to amendment as soon as the valuation in accordance with the provisions of the Local Authorities Act 23 of 1992, as amended, appears on the main valuation roll.
- 6.3 The COUNCIL reserves the right, in its sole discretion, to levy rates and taxes in accordance with section 73 of the Local Authorities Act 23 of 1992, as amended, in the event that the improvement to the PROPERTY exceeds the value referred to in clause 7.2, below.

7. IMPROVEMENT TO THE PROPERTY

- 7.1 The PURCHASER shall be obliged, subject to the terms and conditions contained in this agreement and notwithstanding registration of the PROPERTY in his name, to construct and complete a main building together with the necessary boundary fences ("the IMPROVEMENT") in accordance with COUNCIL approved building plans within a period of 24 (twenty four) months from the EFFECTIVE DATE.
- 7.2.1 The IMPROVEMENT so constructed and completed on the PROPERTY as provided for in clause 7.1 above, shall have a minimum value of at least four times the municipality valuation or the average value of the main buildings in the immediate surrounding area.
- 7.3 The main building so constructed on the PROPERTY shall be deemed to be completed once COUNCIL has duly issued a Completion Certificate to the PURCHASER.
- 7.4 The PURCHASER undertakes to lodge for approval by the COUNCIL building plans of the improvements to be constructed on the PROPERTY which building plans shall be in accordance with COUNCIL's building regulations.

Handwritten signatures and initials:
A. N.
H. N.
H. N.

- 7.5 The PURCHASER shall be permitted, subject to clause 7.6, below, to store at his own risk, cost and expense materials, equipment, vehicles, and tools on the PROPERTY and to construct a temporary shelter for storage, ablution and accommodation purposes.
- 7.6 Notwithstanding anything to the contrary in this Agreement, the PURCHASER shall only be entitled to construct **1 (one)** temporary shelter for the purposes stipulated in clause 7.5, above, provided that at no time shall the temporary shelter be used for accommodating more than **2 (two)** persons at any given time, being the PURCHASER and one person appointed by the PURCHASER to secure building materials, tools and equipment. The PURCHASER by his signature hereto acknowledges that the conditions stipulated in clauses 7.5 and 7.6 are not to satisfy the accommodation needs of the PURCHASER and/or his family members but to minimize the risks to which the PURCHASER may be exposed to in respect of the storage of materials, equipment, vehicles and tools on the PROPERTY.
- 7.7 The PURCHASER undertakes to remove the temporary shelter forthwith when called upon to do so by the COUNCIL and/or within **1 (one)** month of the issuance of a Completion Certificate by the COUNCIL.

8. TRANSFER

- 8.1 The PROPERTY shall be transferred into the name of the PURCHASER as soon as reasonably possible after the PURCHASER has fulfilled his obligations in terms of this Agreement and/or when reasonably demanded by COUNCIL.
- 8.2 The PURCHASER shall be liable for all costs incidental hereto such as transfer duty, stamp duty and costs of transfer of the PROPERTY.
- 8.3 Transfer of the PROPERTY into the name of the PURCHASER shall be attended to by the COUNCIL's duly appointed Legal Practitioners who shall attend to the transfer provided the PURCHASER has signed and returned all documents prepared by the COUNCIL's Legal Practitioners and paid all the payments due by the PURCHASER to the COUNCIL as provided for in this Agreement.

Handwritten signatures and initials:
G.M.W.
A.N.
[Other illegible signatures]

8.4 The Legal Practitioners shall prepare all documents, deeds or written forms necessary to enable the transfer of the PROPERTY into the name of the PURCHASER. The PURCHASER undertakes to:-

8.4.1 pay all the all the costs referred to in clause 8.2, above; and

8.4.2 complete all the foregoing documents, deeds or written forms prepared by the Legal Practitioners within **21 (twenty-one)** days after he is requested to do so; and

8.4.3 forthwith, after such completion by himself, send the completed documents, deeds or written forms to the COUNCIL or the Legal Practitioners, as the case may be.

8.5 Unless directed otherwise by the COUNCIL in writing, all payments to be effected in terms of this Agreement shall be made by the PURCHASER at the main office building of the COUNCIL.

9. EXTENT OF PROPERTY

9.1 The PROPERTY is sold in accordance to the:-

General Plan : **G 139**
or Diagram : **n/a**

9.2 The COUNCIL shall as soon as reasonably possible after the EFFECTIVE DATE point out to the PURCHASER any beacons of the PROPERTY and the PURCHASER after such pointing out shall maintain the beacons of the PROPERTY in such a manner that they remain noticeable. The COUNCIL shall not be held liable for any inaccurate pointing out by its employees, nominees, or agents of the demarcated boundaries whether before or after the date of transfer, and irrespective whether such pointing out is based on a negligent or innocent misrepresentation.

9.3 Once COUNCIL has so pointed out the beacons the PURCHASER undertakes the sole responsibility for the maintenance and replacement of any lost, damaged or incorrect beacons.

Handwritten signatures and initials:
A. N. V.
A. N.
A. N.

9.4 In the event that a re-survey of the PROPERTY is necessitated for whatsoever reason, and such re-survey reflects a difference in extent compared to the extent reflected in the registered title deed of the PROPERTY:-

9.4.1 the PURCHASER shall be entitled to the excess reflected and the COUNCIL shall renounce and waive such excess;

9.4.2 the COUNCIL shall be entitled to the benefit of any deficiency in extent reflected and the PURCHASER shall renounce and waive and not hold the COUNCIL liable for the deficiency.

10. SUCCESSOR-IN-TITLE

10.1 The PURCHASER undertakes to the COUNCIL not to effect the registration of the transfer of the PROPERTY into the name of his successor-in-title until and unless his successor-in-title has bound himself and undertook in writing to the COUNCIL to *mutatis mutandis* to be held bound and to comply with all the terms and conditions contained in this Agreement.

10.2 In the event that the PURCHASER, for whatsoever reason fails to comply with the provisions of clause 10.1, above, and irrespective whether transfer of the PROPERTY was effected to his successor-in-title, the PURCHASER shall be bound to the COUNCIL for the due and punctual performance of all obligations provided for in this Agreement.

10.3 COUNCIL reserves the right to withhold the issue of the Special Clearance Certificate until such time as the conditions referred to in clause 10.1, above, have been complied with.

11. SPECIAL CONDITIONS

11.1 The sale of the PROPERTY is subject to the following conditions:

Handwritten signatures and initials:
A.M.W.
A.N.
[Signature]

- 11.1.1 The PURCHASER shall build boundary walls and stabilise the surface of the PROPERTY to the satisfaction of COUNCIL and/or when demanded by COUNCIL to do so in order to reasonably prevent drift sand on the PROPERTY from drifting onto surrounding erven or streets;
- 11.1.2 Any conditions which may be imposed by the Township and Division of Land Ordinance, No. 11 of 1963, as amended and the Swakopmund Town Planning Scheme No 12, as amended;
- 11.1.3 The conclusion of a Loan Agreement as detailed in clause 4.3, above.

12. BREACH

12.1 In the event that the PURCHASER breaches a material term or condition of this Agreement (every term or condition of this Agreement shall be regarded as material) or make default in complying with any of the terms and conditions stipulated in this Agreement, then if such breach or default shall continue for **14 (fourteen)** days after written notice from the COUNCIL specifying the default or breach, the COUNCIL shall be, without prejudice to any other rights available at law, entitled but not obliged to:-

- 12.1.1 claim immediate payment of the entire balance outstanding although not otherwise due by the PURCHASER under this Agreement; or
- 12.1.2 cancel this Agreement and retain all amounts paid by the Purchaser as *roukoop* or a genuine pre-estimate of damage suffered by the COUNCIL, and furthermore the PURCHASER shall not be entitled to compensation from the COUNCIL for any improvements of whatsoever nature he may have caused on the property. The COUNCIL may however demand that the PURCHASER at his own costs and expense restore the PROPERTY to the state it was in on the first occupation date by compelling the PURCHASER to dismantle and remove any improvements from the PROPERTY within a period of **60 (sixty)** days from the date of notice calling upon him to do so, failing which the COUNCIL shall be entitled to dismantle and remove at the PURCHASER'S cost and expense the improvements; and

G. M. N.
A. N.
10
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12.1.3 claim payment of the arrear installments due under this Agreement, which will be regarded as a portion of the pre-estimated damage, subject to the Conventional penalties Act 15 of 1962.

12.2 Alternative to the above, the COUNCIL shall be entitled to cancel this Agreement and to recover any damage that it may have suffered as a result of the breach of the PURCHASER, from the PURCHASER

13. JURISDICTION

This Agreement shall be governed in accordance with the laws of the Republic of Namibia. Any proceedings which the COUNCIL may take against the PURCHASER in terms hereof may, at the election of the COUNCIL, be taken either in the High Court of Namibia or in the Magistrate's Court having jurisdiction notwithstanding the actual amount in dispute. By his signature hereto, the PURCHASER consents in terms of section 45 of the Magistrate's Courts Act 32 of 1944 or any amendment thereof being taken in the Magistrate's Court in accordance with the provisions of this clause.

14. DOMICILIUM

14.1 For all the purposes of this Agreement or with regard to any matter arising here from or in connection herewith, the Parties hereby choose the following addresses as their respective *domicilia citandi et executandi* ("domicilium") –

14.1.1 the COUNCIL at

PHYSICAL: **Main Municipal Building,
c/o Daniel Tjongarero Avenue and Tobias Hainyeko Street,
Swakopmund, Namibia**

POSTAL: **P O Box 53, Swakopmund, Namibia**

Handwritten signatures and initials:
- A large signature on the left.
- A signature in the center with "A.N." written below it.
- A signature on the right with "MP" written below it.

14.1.2 the PURCHASER at -

PHYSICAL: Erf. 1674, mandesq, Mandume Street

POSTAL: P O Box 4425
Vineta
Namibia

CONTACT DETAILS: 081 2089 338 (w)
081 2950 490 / 081 4889 097 94

14.2 Any notice which may be required to be given to a party to this Agreement shall if sent by prepaid registered post be deemed to have been received on the 5th (fifth) business day after posting.

15. GENERAL

15.1 This Agreement -

15.1.1 constitutes the entire Agreement between the parties;

15.1.2 shall not be amended or changed except by an instrument in writing of subsequent date signed by each of the parties and/or their duly authorised representatives;

15.2 No indulgence, extension of time, relaxation or latitude shown, granted or allowed by the COUNCIL to the PURCHASER shall be construed as a waiver of any of its rights under this Agreement.


15.3 The non-enforcement of any provision of this Agreement or any indulgence which the COUNCIL may grant to the PURCHASER shall be without prejudice to the rights of the COUNCIL to insist upon strict compliance by the PURCHASER of all the provisions of this Agreement.


Aug 11.11
A. N. S.
AB

15.4 No indulgence, forbearance or latitude granted by the COUNCIL in favour of the PURCHASER in respect of the fulfillment of any of its obligations to the COUNCIL, irrespective of the source of such obligation, shall affect the rights and obligations of the COUNCIL in terms of this Agreement.

SIGNED at SWAKOPMUND on this 26 day of November 2010.

Witnesses on behalf of the Council for the Municipality of Swakopmund:

1. 
CHIEF EXECUTIVE OFFICER

2. 

GM: CORPORATE SERVICES

SIGNED at SWAKOPMUND on this 26 day of November 2010.

Witnesses on behalf of the PURCHASER:

1. 

2. 

PURCHASER

ANNEXURE "A"

PERSONAL PARTICULARS OF THE PURCHASER:

1. Full Names : **Aune**
2. Surname : **Nghinamunhu (married – Walaula)**
3. ID Number : **70030501091**
4. Date of Birth : **05 March 1970**
5. Marital Status : **Married**
6. **If married:**
 - Full Names of Spouse : **Gerson Mekondjo Walaula**
 - Date of Marriage : **09 February 2007**
 - Place where Married : **Walvis Bay**
 - Country where Married : Namibia
7. **Property Regime**
 - In** Community of Property ☒
 - Out** of Community of Property ☐
 - Other** (specify) ☐
8. **Documents to be attached:**
 - ① Marriage Certificate (certified copy) and antenuptual contract (if required)
 - ② ID document of PURCHASER
 - ③ ID document of spouse
9. **Postal Address:** being *domicilium citandi et executandi* – see page 11

*My G.m.w
A.W.
NB*



Scale: Not to Scale

PDA AREA

MUNICIPALITY SWAKOPMUND

Engineering Services Department DECEMBER 2008



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Erf No: 3243, Mondesa

(Conradie & Damasob Attorneys)

LOAN AGREEMENT

BUILD TOGETHER PROGRAMME

ENTERED INTO BY AND BETWEEN:

THE COUNCIL FOR THE MUNICIPALITY OF SWAKOPMUND

of P O Box 53, SWAKOPMUND

Telephone Number : 064-410 4111

Facsimile Number : 088 614 514

(hereinafter referred to as "the COUNCIL")

on the one part

and

Aune Nghinamunhu (married – Walaula)

(hereinafter referred to as "the BORROWER")

on the other part

G.M.H.
A.N.
MS

1. PARTIES

1.1 THE COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND:

- (a) a local authority duly established in terms of the Local Authorities Act 23 of 1992 and with its Head Office situate at the 9/0 Daniel Tjongarero and Tobias Hainyeko Streets, Swakopmund, Republic of Namibia;
- (b) acting herein in its capacity as duly appointed manager and controller of the Fund in terms of section 8 of the Act;
- (c) herein represented by ECKART ULRICH WILHELM DEMASIUS and MARCO PETER CLIFF SWARTS in their respective capacities as Chief Executive Officer and General Manager: Corporate Services

(hereinafter referred to as "the LENDER"); and

1.2 Aune Nghinamunhu (married – Walaula)

(hereinafter referred to as "the BORROWER").

2. PREAMBLE

- 2.1 **WHEREAS** the BORROWER is a low income person in need of low cost residential accommodation and is desirous to borrow money from the LENDER for the acquisition of certain unimproved immovable property as more fully described in this Loan Agreement and the construction thereon of a dwelling, dwelling house or dwelling unit;
- 2.2 **AND WHEREAS** the LENDER has subject to the terms and conditions contained in this Loan Agreement and the Act and Regulations, undertaken to lend and advance to the BORROWER the funds so required;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

My
Gumkh
A.N.
AB
AB

3. INTERPRETATION

3.1 The clause headings of this Loan Agreement are for reference purposes only and are not to be used in the interpretation thereof.

3.2 Unless the context clearly indicates a contrary intention expressions which denote -

- (a) either gender shall include the other;
- (b) a natural person shall include an artificial person and *vice versa*;
- (c) the singular shall include the plural and *vice versa*;
- (d) when any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day which shall be a business day, provided that whenever a particular number of days needs to be determined for the purpose of calculating interest, the reckoning shall include the first and last days and all days including Saturdays, Sundays and public holidays within the period.

3.3 The words and phrases herein below defined shall, unless the context indicates otherwise, have the meanings assigned to them and cognate expressions shall bear corresponding meanings -

- (a) **“the Act”** means the National Housing Development Act, No. 28 of 2000, as amended;
- (b) **“the BORROWER”** means **Aune Nghinamunhu (married – Walaula)** as more fully described in Annexure “A” of the Loan Agreement;
- (c) **“dwelling”, dwelling house” or “dwelling unit”** means the meaning as assigned to them in section 1 of the Act;

Handwritten signature and initials:
Aune Nghinamunhu
A.N.
[Signature]

- (d) **“the Effective Date”** means the date on which the loan or any part thereof has been made available to the BORROWER;
- (e) **“the Fund”** means the Housing Revolving Fund established, managed and controlled by the LENDER in terms of section 8 of the Act;
- (f) **“the Legal Practitioners”** means **Conradie & Damaseb Legal Practitioners** of 1191 Harold Pupkewitz Street, Windhoek, Republic of Namibia including its branch office situate at 3 Libertina Amathila Street, Swakopmund, Republic of Namibia;
- (g) **“the LENDER”** means the Council for the Municipality of Swakopmund as more fully described in clause 1.1, above;
- (h) **“the Loan”** means the full amount of money to be lend and advanced by the LENDER to the BORROWER in terms of this Loan Agreement;
- (i) **“Notice”** means written notice;
- (j) **“the Regulations”** means the regulations made in terms of section 32 of the Act.
- (k) **“the unimproved immovable property”** means:-

Erf No : Erf 3243, Extension 7, MONDESA

Town : Swakopmund

Situated : In the Municipality of Swakopmund, Registration Division “G”

Measuring : 331 m²

4. THE LOAN

The LENDER hereby lends to the BORROWER who hereby borrows the capital sum of **N\$24,000.00 (Twenty Four Thousand Namibian Dollars Only)**, subject to the terms and conditions contained in this Loan Agreement and the provisions of the Act and the Regulations.

(G.M.N.)
my A.N.
MB
HS

5. PURPOSE OF LOAN

5.1 The loan shall be applied by the BORROWER solely and entirely for the purpose of:-

5.1.1 the acquisition of the unimproved immovable property for an amount of **N\$7,613.00 (Seven Thousand, Six Hundred and Thirteen Namibian Dollars Only)**; and

5.1.2 the construction on the unimproved immovable property of a dwelling, dwelling house or dwelling unit (*less building plans of N\$200.00*) for an amount of **N\$16,187.00 (Sixteen Thousand, One Hundred and Eighty Seven Namibian Dollars Only)**.

5.2 The BORROWER undertakes, upon signature of the Loan Agreement, to submit for approval by the LENDER building plans and to construct the dwelling, dwelling house or dwelling unit on the unimproved immovable property in accordance with such building plans so submitted.

5.3 The BORROWER shall only be entitled to draw against the amount referred to in clause 5.1.2, above, in the following manner:-

- (a) 28% on written confirmation by the LENDER's Engineering Services Department: Building Control Section by way of a certificate that the foundations for the dwelling, dwelling house or dwelling have been excavated;
- (b) 27% on written confirmation by the LENDER's Engineering Services Department: Building Control Section by way of a certificate that 28% of the dwelling, dwelling house or dwelling has been completed;
- (c) 28% on written confirmation by the LENDER's Engineering Services Department: Building Control Section by way of a certificate that 43% of the dwelling, dwelling house or dwelling has been completed;
- (d) 17% on written confirmation by the LENDER's Engineering Services Department: Building Control Section by way of a certificate that 75% of the dwelling, dwelling house or dwelling has been completed.

G. M. A. W.
ATT
MS

6. INTEREST

- 6.1 Interest shall accrue and be charged and calculated from the effective date at the rate of **4% per annum**.
- 6.2 The interest shall be capitalised and paid together with the repayment of the capital sum.
- 6.3 The LENDER shall be entitled to adjust the interest rate referred to in clause 6.1, above, subject to Regulation 13 of the Regulations.
- 6.4 Interest shall be calculated monthly on the last day of each calendar month on the balance of the loan amount: and shall be added to the balance of the loan monthly on the last day of each calendar month.

7. REPAYMENT OF THE LOAN

- 7.1 The loan plus interest, and all additional amounts payable by the BORROWER in terms of this Loan Agreement shall be payable over a period of **20 years** in minimum monthly instalments of **N\$145.44 (One Hundred and Forty Five Namibian Dollars and Forty Four Cents)**.
- 7.2 The first instalment shall become due and payable by the BORROWER on the **7th (seventh)** day of the **13 (thirteenth)** calendar month following the month in which the loan or any part thereof has been made available to the BORROWER and each subsequent instalment on/before the **7th (seventh)** day of each subsequent calendar month.
- 7.3 All payments by the BORROWER shall in the first instance be applied towards the recovery of any interest accrued up to date of payment by the BORROWER and thereafter only towards the recovery of the capital amount.

G.M.W.
A.N.
ME
MS

8. RENUNCIATION

The BORROWER hereby renounces all benefits arising from the legal exceptions "no value received", "*errore calculi*", "revision of accounts", "*non cause debiti*" and "*non numeratae pecuniae*", and, if there is more than one BORROWER, the *de duobus vel pluribus reis debendi* or the *ordinis seu excussionis et divisionis* the full force and effect whereof the BORROWER acknowledges himself to be fully acquainted with.

9. SECURITY FOR REPAYMENT OF LOAN

- 9.1 A first mortgage bond shall be registered in favour of the LENDER over the unimproved immovable property for the capital sum of **N\$24,000.00 (Twenty Four Thousand Namibian Dollars Only)**, as security for the due and timeous repayment of the loan plus interest.
- 9.2 The first mortgage bond shall be registered simultaneously with the transfer of the unimproved immovable property into the name of the BORROWER, unless the unimproved immovable property has already been registered into the name of the BORROWER in which event the first mortgage bond shall be registered as soon as possible after the date of this Loan Agreement.
- 9.3 The LENDER undertakes to advance to the Legal Practitioners attending to the registration of the first mortgage bond an amount equal to the costs and disbursement incidental to the registration of the said bond, which amount shall be debited to the BORROWER's loan account.
- 9.4 The BORROWER shall, on demand by the Legal Practitioners, sign all the necessary documentation prepared by the Legal Practitioners for the registration of the first mortgage bond, and the failure by the BORROWER to do so shall constitute a material breach which shall entitle the LENDER to the remedies provided for in clause 10 of this Loan Agreement.

G.M.W.
A.N.
AB
MS

9.5 The BORROWER shall, as soon as this Loan Agreement is concluded and by no later than the date of registration of the first mortgage bond, fully insure the unimproved immovable property (including the dwelling, dwelling house or dwelling) against risk of loss or damage by fire or such other perils as the LENDER may determine. All and any premiums of insurance shall be paid promptly and timeously by the BORROWER. In the event that the BORROWER fails to insure the unimproved immovable property (including the dwelling, dwelling house or dwelling) the LENDER may elect to insure the unimproved immovable property (including the dwelling, dwelling house or dwelling) and debit the premiums to the BORROWER's loan account.

10. BREACH

10.1 In the event that the BORROWER:-

- 10.1.1 fails to comply with any of the terms and conditions stipulated in this Loan Agreement;
- 10.1.2 having made any materially incorrect or untrue statement or representation in connection with this Loan Agreement or his financial affairs or any particulars thereof and such statement or representation has not been remedied within 7 (seven) days after delivery to the BORROWER of a written notice requiring such remedy; or
- 10.1.3 committing any act or allowing any omission whatsoever which might prejudice the LENDER's rights under this Loan Agreement:-

then in such an event, subject to the relevant provisions of the Act and Regulation 13 of the Regulations, the LENDER shall be entitled at its sole discretion and without prejudice to any of its rights as provided for in the Act, the Regulations and/or under the common law to forthwith claim the full outstanding balance on the loan.

Handwritten signatures and initials:
- General
- A.N.
- RB
- [Signature]

10.2 The LENDER shall, notwithstanding anything to the contrary contained in this Loan Agreement, be entitled to claim from the BORROWER all legal costs and disbursements (on a scale between attorney and own client) incurred in exercising any of the remedies referred to in clause 10.1.

11. JURISDICTION

This Loan Agreement and any documents which may be signed by the BORROWER for the purpose of giving security to the LENDER shall be governed in accordance with the laws of the Republic of Namibia. Any proceedings which the LENDER may take against the BORROWER in terms hereof may, at the election of the LENDER, be taken either in the High Court of Namibia or in the Magistrate's Court having jurisdiction notwithstanding the actual amount in dispute. By his signature hereto, the BORROWER consents in terms of section 45 of the Magistrate's Courts Act 32 of 1944 or any amendment thereof being taken in the Magistrate's Court in accordance with the provisions of this clause.

12. DOMICILIUM

12.1 For all the purposes of this Loan Agreement or with regard to any matter arising here from or in connection herewith, the Parties hereby choose the following addresses as their respective *domicilia citandi et executandi* ("domicilium") –

12.1.1 the LENDER at

PHYSICAL: **Main Municipal Building,
c/o Daniel Tjongarero Avenue and Tobias Hainyeko Street,
Swakopmund, Namibia**

POSTAL: **P O Box 53, Swakopmund, Namibia**

Handwritten signatures and initials:
G.M.W.
A.N.
MS
MR

12.1.2 the BORROWER at -

PHYSICAL: Ext. 1674, Mondesa

POSTAL: P O Box 4425
Vinketa
Namibia

CONTACT DETAILS: ☎ 081 2089 238 (w)
☎ 081 2950 490 / 081 4889094

12.2 Any notice which may be required to be given to a party to this Loan Agreement shall if sent by prepaid registered post be deemed to have been received on the 5th (fifth) business day after posting.

13. GENERAL

13.1 This Loan Agreement -

13.1.1 constitutes the entire Loan Agreement between the parties;

13.1.2 shall not be amended or changed except by an instrument in writing of subsequent date signed by each of the parties and/or their duly authorised representatives;

13.2 No indulgence, extension of time, relaxation or latitude shown, granted or allowed by the LENDER to the BORROWER shall be construed as a waiver of any of its rights under this Loan Agreement.

Handwritten signatures and initials at the bottom right of the page, including "G.M.K.", "A.N.", and "A.B.".

13.3 A certificate signed by the LENDER (whose appointment need not be proved) shall constitute *prima facie* evidence of the total amount then due by the BORROWER to the LENDER in terms hereof and shall be sufficient for the purposes of enabling the LENDER to proceed to a competent Court for provisional sentence or default judgement.

13.4 The non-enforcement of any provision of this Loan Agreement or any indulgence which the LENDER may grant to the BORROWER shall be without prejudice to the rights of the LENDER to insist upon strict compliance by the BORROWER of all the provisions of this Loan Agreement.

13.5 No indulgence, forbearance or latitude granted by the LENDER in favour of the BORROWER in respect of the fulfilment of any of its obligations to the LENDER, irrespective of the source of such obligation, shall affect the rights and obligations of the LENDER in terms of this Loan Agreement.

14. PREFERENT RIGHT

14.1 The BORROWER acknowledges that the amounts lent and/or advanced to him in terms of this Loan Agreement is subject to the provision of the Act and Regulations. It shall be the duty of the BORROWER to familiarise himself with the provisions of the Act and Regulations and the LENDER shall, on demand thereto by the BORROWER, make the Act and Regulations available to the BORROWER.

14.2 Without derogating from the generality of the provisions of clause 14.1, above, the BORROWER's attention is drawn to the provision of section 23 of the Act. The aforesaid provision stipulates that in the event of immovable PROPERTY having been acquired by the BORROWER by means of amounts lent and/or advanced to him in terms of this Loan agreement, such PROPERTY shall, for a certain period of time, be subject to a preferent right in favour of the LENDER to purchase the PROPERTY in the event of the BORROWER intending to alienate the PROPERTY. The BORROWER acknowledges and understands, that he shall not be entitled to alienate the PROPERTY unless he has offered same to the LENDER for sale in the form and on terms as prescribed, and the LENDER has rejected or is deemed to have rejected the BORROWER's offer.

Handwritten signatures and initials:
- G.M. N.
A.N.
ME

SIGNED at SWAKOPMUND on this 26 day of November 2010.

Witnesses on behalf of the LENDER:

1. Alipinge

CHIEF EXECUTIVE OFFICER

2. Boomer

[Signature]
GM: CORPORATE SERVICES

SIGNED at SWAKOPMUND on this 26 day of November 2010.

Witnesses on behalf of the BORROWER:

1. Alipinge

2. [Signature]

Anne Wzhinaramu
BORROWER

ANNEXURE "A"

PERSONAL PARTICULARS OF THE BORROWER REFERRED TO IN CLAUSE 1.2 OF THE LOAN AGREEMENT:

1. Full Names : **Aune**
2. Surname : **Nghinamunhu-Walaula**
3. ID Number : **70030501091**
4. Date of Birth : **05 March 1970**
5. Marital Status : **Married**

6. **If married:** Full Names of Spouse : **Gerson Mekondjo Walaula**

Date of Marriage : **09 February 2007**

Place where Married : **Walvis Bay**

Country where Married :

7. **Property Regime**

In Community of Property ☐

Out of Community of Property ☐

Other (specify) ☐

8. **Documents to be attached:**

- ① Marriage Certificate (certified copy) and antenuptual contract (if required)
- ② ID document of BORROWER
- ③ ID document of spouse

*My G.M.W.
A.N.
NB*

HS

Annexure "F"

DECLARATION BY SELLER

WeI, the undersigned, ECKART ULRICH WILHELM DEMASIOUS
and
MARCO PETER CLIFF SWARTS
IN THEIR RESPECTIVE CAPACITIES AS CHIEF EXECUTIVE OFFICER AND
GENERAL MANAGER: CORPORATE SERVICES, and acting by virtue of the
powers granted by Section 31 A (a) of the Local Authorities Act, Act 23 of 1992,
as amended.)

Do solemnly and sincerely declare:

1. That on the 25 NOVEMBER 2010 and not before, the property described as

| | |
|-----------|--|
| CERTAIN | ERF NO. 3243 MONDESA (EXT NO 7) |
| SITUATE | IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION- DIVISION "G" ERONGO REGION |
| MEASURING | 331 SQUARE METRES |

was sold by (full name of seller)


MUNICIPAL COUNCIL OF SWAKOPMUND

TO

AUNE WALAULA AND GERSON MEKONDJO WALAULA

(hereinafter referred to as the purchaser) by private treaty/public auction; and

2. That the full and true consideration passing to the seller for such sale is N\$ 7 613-00
Otherwise than in cash NIL.
3. That at the date of sale the property was/~~has been improved~~unimproved as follows
UNIMPROVED

And that no unreaped crops, growing timber or improvements which formed part of the property at
the date of the said sale were purchased or otherwise acquired by the Purchaser or any other
persons by means of a separate agreement or for a consideration not included in paragraph 2 above,
except for the following (full particulars to be given including consideration paid or payable)

4. That there is no obligation or undertaking by the seller or a company controlled by him or any
subsidiary company thereof or a partnership undertaking in which he is one of the partners to
improve the property in any manner or to complete partly completed buildings or other structures
except for the following (full particulars to be given including consideration paid or payable) If not
applicable, state "none".
5. That there is no agreement, condition or understanding between the seller and the purchaser or
any other person whereby the purchaser is paid or is to the seller or any other person whom
soever for or in respect of or in connection with the sale or acquisition of the said property any
sum of money of valuable consideration over the above aforesaid amounts, save and except certain
charges which charges fall under section seven of the Transfer Duty Act, 1949;
6. That in my opinion the fair market value of the property on the date of sale was
N\$ 7 613-00

I further declare that the purchaser has borne or undertaken to bear



- a) \$NIL commission or fees paid or payable by the seller in respect of the sale of the property
- b) N\$NIL Arrears taxes or other charges in respect of the said property.
- c) N\$NIL Paid or payable for an option or right of pre-emption to purchase the said property

That, under the deed of sale relating to this transaction, the seller also sold that following properties to the purchaser (if not applicable, state "none")

I further declare that the purchaser is the only person who has ever purchased the said property from the seller and that the seller has not at any time sold the said property to any other person, except that on the day of 20 , it was sold to

Which sale was cancelled/dissolved/rescinded on the day of 20 and that

No transfer duty was payable in respect of such cancelled sale and a declaration to that effect has been filed, or the transfer duty in respect of the cancelled sale was paid on receipt no. dated was issued in respect thereof.

I further declare that:

the purchaser is not related to the seller by blood or by marriage;
the seller does not participate directly or indirectly in the management;
control or capacity of the business of the purchaser does not participate
directly or indirectly in the management, control or capital of the business of the seller.

This declaration is made by me as seller/representatives of the seller.



CHIEF EXECUTIVE OFFICER



GENERAL MANAGER:
CORPORATE SERVICES



WINDHOEK BRANCH

Our Reference : PVD /LDW /CON2/0326

1 August 2011

Your Reference : MR BT SHIGWEDHA/MS IIPINGE

MUNICIPALITY OF SWAKOPMUND
P O BOX 534
SWAKOPMUND



Dear Sir/Madam

TRANSFERS BUILT TOGETHER PROJECT
MUNICIPALITY OF SWAKOPMUND

We would like to inform you that the following transactions were duly registered at the Deeds office on 1 August 2011.

| | |
|---------------|---------------------|
| E GOSES | ERF NO 3239 MONDESA |
| LUCIA KAISUMA | ERF NO 3563 MONDESA |
| A N WALAULA | ERF NO 3243 MONDESA |

Yours faithfully


CONRADIE & DAMASEB

DIRECTOR: Dirk H. Conradie B.A., LL.B. (UWC)

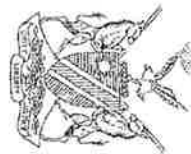
ASSISTED BY:

Lizette du Plessis B.Juris LL.B. (UPE) - Liann T. van der Berg BLC, LL.B. (UP) - Etegameno N. Indongo B.Juris LL.B. (UNAM)



Duf

3-1/0052



REPUBLIC OF NAMIBIA

MINISTRY OF HOME AFFAIRS
DEPARTMENT OF CIVIC AFFAIRS

B 200025

MARRIAGE CERTIFICATE

| HUSBAND | | WIFE | |
|--|---|------|--|
| Surname: <u>Mekaula</u> | Surname: <u>Nghinamunhu</u> | | |
| First name (s): <u>Cerson Mekaula</u> | First name (s): <u>Aune</u> | | |
| Identity No. <u>77112114281-1</u> | Identity No. <u>769305610511-1</u> | | |
| Date of birth: Year <u>1977</u> Month <u>11</u> Day <u>21</u> | Date of birth: Year <u>1970</u> Month <u>03</u> Day <u>25</u> | | |
| Date of marriage: Year <u>2007</u> Month <u>02</u> Day <u>09</u> | | | |
| Married by / without antenuptial contract: <u>Without</u> | | | |
| Marriage solemnized at: <u>Magistrate-P.D. Nanguba</u> | | | |
| Place: <u>Motie Bay</u> | District: <u>Erongo</u> | | |
| Certified a true extract from marriage register MINISTRY OF HOME AFFAIRS PRIVATE BAG 13600, WINDHOEK 2010-03-04 NO.3 H.O. Hinehoek Place | | | |
| Designation number of marriage officer: | | | |

E. M. A. N.
 28/10/10



Republic of Namibia

MINISTRY OF HOME AFFAIRS AND IMMIGRATION

Enquiries: N.N. MAX

Private Bag 13200
WINDHOEK

Tel: (061) 2922159

Fax: (061) 2922085

Our Ref: 1/4/1/1

Your Ref:

24 June 2019

Mr. G M Walaula
Walvis Bay

Dear Sir,

**RE: COPY OF MARRIAGE CERTIFICATE GERSON MEKONDJO WALAULA AND
AUNE NGHINANAMUNHU**

The above matter refers.

As you might be aware, the Ministry administers the National Population Register which contains life data of all nationals. Kindly take note that, according to the said letter, you appear to be married to more than one spouse under the civil law. Our records indicate the following:

| | SPOUSE | PLACE | DATE |
|------------------------|-----------------------------|------------|------------|
| First Marriage | Liisa Peneyambeko Gwedha | Swakopmund | 19/08/2006 |
| Second Marriage | Aune Nghunanamunhu | Walvis Bay | 09/02/2007 |

No proof was provided that the first marriage has been dissolved, e.g. divorce order or death certificate of first spouse. Kindly provide proof that the first marriage was dissolved before you entered into the second marriage. This will enable us to update your records and enable the Ministry to have an accurate National Population Register.

Failure to provide the requested documents within 21 days of receipt of this letter, may lead to institution of criminal proceedings against you (for bigamy) and legal action to have your second marriage declared invalid.

I trust that the above is in order and look forward to receiving your response.

Yours faithfully,

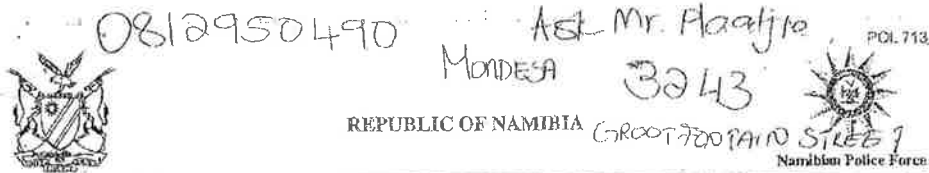

COLLENS MULEKE
CHIEF REGISTRAR



Cc: Ms Liisa Gwedha

Cc: Ms Aune Nghinanamunhu

Annexure "J"



MINISTRY OF SAFETY AND SECURITY

Tel. No: 0614-219068
 Fax No: 0614-219066

06.03.2019

Enquiries: Sgts Haumbodi

Our Ref.:
 Your Ref.:

To Mrs Aune Nghinaminku
 Private Bag / P.O. Box P.O. Box
3279 Vindaka

Dear Sir / Madam

PROGRESS REPORT ON POLICE INVESTIGATION

Station Walvis Bay Case number 72-12-2016 Date reported 2016.12.13

Offence Burglary

- ☒ 1. Name and telephone number of Investigator Sgts Haumbodi 0814102833/061429068
- ☒ 2. Your complaint will be investigated.
- ☐ 3. You are requested to be in contact with the investigator.
- ☐ 4. Further progress will be reported during the month of _____ year _____
- ☐ 5. Your complaint amounts to civil case, therefore you may seek legal advice because this is not a police matter.
- ☒ 6. The perpetrator(s) is (are) not arrested but the police investigation continues.
- ☐ 7. A warrant of arrest is issued for the arrest of the perpetrator(s).
- ☐ 8. All/some/none of your properties are recovered.
- ☐ 9. Your vehicle is/is not recovered.
- ☐ 10. No progress is made but the case is still under investigation.
- ☐ 11. The case is referred to _____ for further investigation and you will be contacted.
- ☐ 12. The case is referred to the Deputy Prosecutor General for decision.
- ☐ 13. The case will appear/appeared before the (name of court) _____ Magistrate/Regional/High Court on _____ and is postponed to the _____, your attendance is/is not necessary.
- ☐ 14. The Public Prosecutor declined to prosecute.
- ☐ 15. The case is closed by the police as unsolved/unfounded.
- ☒ 16. The case is withdrawn by yourself due to Suspect whereabouts unknown

Sincerely yours

Signature [Signature]
 Regional / Station / Unit Commander / Commanding Officer
 (Delete if not applicable)

A. Ngk

06.03.2019.

Annexure "K"

SWORN STATEMENT/AFFIRMED STATEMENT

SURNAME Nghinamunhu FULLNAME Aune
 ID NO 700305 01091
 SEX Female AGE 43 OCCUPATION Manager
 HOME ADDRESS 111N3243 Tulinawa CELL/TEL 0812950490
 BUSSINES ADDRESS Path Cleaning Service CELL/TEL 0812950490
 MY HOME LANGUAGE Oshwambo BUT I DECLARE IN ENGLISH.

I of the above particulars hereby declare under oath that I was married to Mr G.M. Walaula on 09.02.2007 in Walvis Bay. This was a second marriage of Mr Walaula. Currently I do not know the whereabouts of Mr Walaula no communication between us as husband and wife.

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION
 I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH
 I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE

PLACE Mondesa

Aune
 SIGNATURE

DATE 18.07.2019

TIME 12:00

I CERTIFY THAT THE DEPONENT ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND THE CONTENT OF THIS DECLARATION, WHICH WAS READ THROUGH, SWORN TO AND SIGNED IN MY PRESENCE AT MONDESA ON THIS 18 DAY OF July 2019 AT ABOUT 12:01

NAMIBIAN POLICE

MON

18 JUL 2019

COMMISSIONER OF OATH

NAME: Ndajambula

RANK: Sgt

FORCE NO: 61910

ADDRESS: Mondesa

TEL: 064-415007

K