



GOVERNMENT GAZETTE

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CONTENTS

Page

GOVERNMENT NOTICE

No.180 Deeds Registries Regulations	1
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Government Notice

MINISTRY OF LANDS, RESETTLEMENT AND REHABILITATION

No. 180

1996

DEEDS REGISTRIES REGULATIONS

The deeds registries regulation board has under section 10 of the Deeds Registries Act, 1937 (Act 47 of 1937) -

- (a) made the regulations, approved by the Minister, as set out in the Schedule; and
- (b) repealed Government Notices 225 of 1964, 207 of 1967, R.437 of 1973, R.2578 of 1978, R.127 of 1979, AG. 110 of 1982, AG 48 of 1983 and 48 of 1986.

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the Deeds Registries Act, 1937 (Act 47 of 1937) shall bear that meaning and, unless the context otherwise indicates -

“duly witnessed” means attested as provided in section 95 of the Act;

“legal practioner” means a legal practitioner as defined in section 1 of the Legal Practitioners Act, 1995 (Act 15 of 1995);

“the Act” means the Deeds Registries Act, 1937 (Act 47 of 1937).

Deputy Registrar

2. The Deputy Registrar (if any) may exercise or perform any of the powers, duties or functions of the Registrar -

(a) when required to do so by the Registrar, whether the Registrar is present or not: Provided that any if objection is taken to any decision of the Deputy Registrar when so acting, there shall be an appeal to the Registrar, who shall have power, if he or she sees fit, to vary or set aside such decision;

(b) during the absence of the Registrar for any period not exceeding six weeks on leave, duty or from illness or other unavoidable cause.

Registration Divisions and Numbering of Units

3. The areas defined as magisterial districts in the ~~First Schedule to the Redefinition of Magisterial Districts Proclamation, 1950 (Proclamation 15 of 1950)~~, *Subst. by Gov N 36/04*, shall, from the date of commencement of these regulations, continue to constitute registration divisions, each bearing a distinctive letter to be assigned by the Surveyor-General: Provided that if the boundary of any such registration division crosses unsurveyed State Land, the boundary of such registration division over such State Land shall upon subdivision of such State Land be the nearest cadastral boundary as determined by the Surveyor-General.

4. Whenever an adjustment in terms of the ~~section~~ proviso to regulation 3 *Del by Gov N 36/04* results in a farm unit falling in more than one registration division, the Surveyor-General shall take the necessary steps to have the boundaries of the registration division affected redefined in such a manner that such farm unit falls wholly within one registration division.

5. For the purpose of identifying erven, settlement holdings or lots (hereinafter called allotment units), the Registrar shall, in consultation with the Surveyor-General -

- (i) determine, if necessary, the limits of an area (hereinafter referred to as an allotment area) in which the registration of allotment units shall be confined to a single register or set of registers;
- (ii) assign, where deemed necessary, a distinctive number to each allotment unit situate within an allotment area:

Provided that the local authority council in question may be consulted before the limits of an allotment area are determined.

6. (1) The portions into which farms or allotment units may be divided shall be numbered consecutively, whether directly from the parent piece or indirectly through an intermediate portion: Provided that -

- (i) portions already numbered or lettered, and for which title-deeds have been registered, need not be renumbered, but portions hereafter surveyed for the purpose of registration of title, shall follow in numerical progression thereafter, and the diagrams thereof shall disclose the parent portion;
- (ii) upon subdivision of any piece of land in an allotment area, it shall be permissible to assign a new unit number to such subdivision.

(2) Where two or more portions of a farm unit or of an allotment unit are consolidated into one, the resulting piece of land shall receive the next consecutive number as if it were a new portion.

(3) Where two or more farm units or two or more allotment units are consolidated into one, the resulting piece of land shall receive a new number.

(4) Where a portion of a farm unit and a whole such unit or a portion of an allotment unit and a whole such unit are consolidate into one, the resulting piece of land shall receive a new number.

(5) Where two or more portions of different allotment units or of different farms are consolidated into one, the resulting piece of land shall receive the next suitable available number of the allotment area or registration division and where no such number is available, shall receive a new number in such allotment area or registration division.

(6) The Registrar may, after consultation with the Surveyor-General, authorise a departure from the provisions of subregulations (2) to (5) should it be found necessary to do so.

7. After the numbering of allotment units has been completed within an allotment area as prescribed in regulation 5, the Registrar shall take whatever steps may be necessary -

- (i) to compile a register or a set of registers for such allotment area;
- (ii) to identify the allotment units with land held under any title-deeds;
- (iii) to endorse such title-deeds that the land comprises or corresponds with the respective unit or units and is now registered in the relevant register under its registration number.

Identity of Persons

8. (1) A person, except any person acting in a representative capacity, shall be identified in any deed, power of attorney, application, or other document submitted for registration, attestation or execution and registration, endorsement or preservation -

- (a) in the case of a natural person, by means of his or her ~~names~~ and date of birth, or if his or her date of birth is not known, such other proof as the Registrar may require with regard to his or her identity under section 4(1)(a) of the Act; or

*Subst. by
G.O. N 36/04*

- (b) in the case of any other person, by means of its name and, if any, its registered number.

Subst. by Gov N 36/04 (2) The name of a person referred to in subregulation (1), his or her date of birth or its registered number, as the case may be, obtained under this regulation shall be recorded in the relevant registers of the Deeds Registry.

9. The Registrar may in connection with any deed or document tendered for execution, registration, or record call for evidence to establish the identity or non-identity of any party thereto from any person whose name appears in any register kept in the Registry.

Preparation of deeds and documents and qualification of persons

10. (1) Deeds and other documents submitted for registration, attestation, or execution and registration, endorsement, or preservation shall be on paper approved by the Registrar and shall be in clear writing, print or type of good quality: Provided that the Registrar may in his or her discretion allow that such a deed or other document may consist of one or more pages which has or have been reproduced by means of print or any other manner of reproduction, whether or not missing particulars have been made therein by means of clear writing, print or type.

(2) The upper half of the first page of a deed shall not be used for writing, printing, typing or any other purposes, but shall be reserved for the purposes of Deeds Registry endorsements and, in the case of deeds or other documents referred to in subregulation (1), a margin of at least four centimetres shall be allowed on all pages of a deed for binding purposes.

(3) No carbon copy of any deed or other document shall be accepted in a Deeds Registry for the purposes of preservation.

- (4) (a) ~~Ink~~ of a durability and reproducible quality as the Registrar may *Subst. by Gov N 36/04* allow, shall be used for the purposes of an alteration, an interlineation, a signature, or an initial on a deed or other document referred to in subregulation (1).
- (b) All alterations to, or interlineations in, such a deed or other document shall be initialled by the person who signed the deed or document and by the person who attested his or her signature (except the Registrar).
- (c) Where any witness other than the original witness attests the initial of the person who signed a document at any alteration or interlineation, such witness shall sign his or her name at such initial.
- (5) All alterations and interlineations shall, in the case of an attested deed by a notary, be initialled also by such notary.
- (6) Notwithstanding anything to the contrary in this regulation contained, the Registrar may in his or her discretion accept for preservation any copy of a document filed in any Government office, if such a copy has been certified to be a true copy by or on behalf of the head of such office or by a conveyancer or by a notary or, in the case of a diagram, by the Surveyor-General.
11. The Registrar may decline to allow any signature to a document for the purpose it was intended if such signature has been written across a stamp, or with ink other than black in colour and of good quality, or encroaches on the margin of such document: Provided that the Registrar may in his or her discretion relax the provisions of this regulation.

12. Any space in a deed of 3cm or more which have not been used shall be ruled through and, where a deed comprises more than one page, each page shall be numbered consecutively.

13. If, in the opinion of the Registrar, the writing, typing, or printing in any deed, power, or other document lodged for attestation, execution or registration or for any other purpose, is, owing to the faintness thereof, not calculated to secure durability, he or she may decline to attest, execute, register, or accept it, as the case may be.

14. (1) An addition of an "alias" to the description of any person by or to whom a deed lodged for execution or attestation in the Deeds Registry is to be passed shall not be permitted, and, if any such addition has been made in any other deed or power, or other document lodged for registration, the correct name only shall be recognized for purposes of such registration.

(2) Deeds, powers, and other documents, if executed outside Namibia and expressed in a foreign language, may, at the discretion of the Registrar, be accepted for registration or record if a translation duly certified by person admitted to practise as a sworn translator is lodged therewith: Provided that if no sworn translator of any foreign language is readily available, the Registrar may in his or her discretion accept a translation made under oath by such other person as he or she may approve.

15. Every deed and document executed in or lodged for registration or record in the Deeds Registry shall disclose the place and date of execution thereof.

16. Every deed of title to land for which no form is prescribed, and every such deed for which a form is prescribed wherein provision is made for the inclusion of an extending clause in conformity with these regulations, shall immediately after

Subst. by
Gaz N 36/04

(b) the registered number, if any, of such land.

(2) In describing land no reference shall be made in a deed conferring title to land, or in a mortgage bond, to any building or other property, movable or immovable, which may be on or attached to the land.

(3) When the description of the situation of land in an existing deed is defective or insufficient, and it is desired in connection with a further transfer of such land to amend the same, the Registrar may, subject, if he or she thinks necessary, to the production of a certificate from the Surveyor-General, permit such amendment to be made.

(4) It shall not be necessary to repeat the description (if any) of the boundaries mentioned in a diagram, provided that a suitable reference to such diagram is made in the relevant deed.

19. In the description of land conveyed or hypothecated in a deed or bond the extent thereof shall be expressed in words and figures.

20. In the description of land the term "share" shall be employed when an undivided share in a piece of land is being dealt with, and such share shall be expressed in one fraction in its lowest terms, the method of arriving at the result also being given in complicated cases.

21. (a) Where land to be transferred or hypothecated is held by several deeds the Registrar may require the conveyancer to furnish a statement containing particulars regarding the different fractional shares and describing in complicated cases the method by which the result was arrived at, and also, where there are two or more owners, to indicate in such statement the shares held by each.

- (b) If the land is one of several pieces described in a transfer deed or mortgage bond the conveyancer shall furnish a reference to the paragraph therein which relates to such land.

22. No portion of any piece of land shall, save as provided by the Act, be transferred except upon a diagram thereof.

23. When a piece of land has been separated into two or more parts by the deduction of one or more intervening portions thereof, such parts forming the remaining extent shall not be regarded as being separate pieces of land for the purposes of section 42 of the Act.

24. Where it is sought to transfer or cede immovable property to, or register mortgage bonds or notarial bonds in favour of persons who have not attained majority, such transfers, cessions, or bonds shall, subject to the provisions of section 25 of the Act, be made in the name of the minors and not in the name of their guardians, tutors, or curators, as the case may be.

25. (1) All deeds or documents executed by or on behalf or in favour of persons carrying on business as a firm or a partnership, or to which a firm may be a party, as also any power lodged or required in connection with such deeds or documents, must contain the full names of the partners constituting the firm.

(2) When property is registered in the name of persons carrying on business as a firm or a partnership it may, so long as the firm consists of the same partners, be transferred, hypothecated, or otherwise dealt with, as the case may be, on a power bearing the signature of the firm and of the partner who affixed the firm's signature.

(3) (a) If any partner in a firm wishes to transfer his or her share in any property of the firm to the remaining partners or to the remaining partners and some other person or persons, or to some other person or persons alone, to the end that such remaining partners either alone or together with such other person or persons, as the case may be, shall form a new partnership to hold such property, such transfer shall not be passed unless the whole of the property, and not merely the share of the disposing partner, be transferred or ceded to the new partnership, and the deed, power, or other document necessary for the purpose shall be signed by each of the partners of the original firm or by his or her duly authorized agent, and, in like manner, if a new partner is admitted into a firm and if such new firm wishes to transfer or cede property taken over from the old firm, such transfer or cession shall not be passed unless the said new firm has itself received transfer or cession of that property from the old firm.

(b) In the event of any property of a firm not being dealt with on dissolution in the manner described in paragraph (a), the deed, power, or other document necessary for the transfer or cession to the partners thereof or such other persons to whom the same may have been disposed of, shall be signed by each of the individual partners or by his or her duly authorized agent.

(c) If, during the continuance of a partnership any member thereof desires to register any transaction other than an endorsement pursuant to section 45 of the Act affecting his or her share in any property registered in the name of the partnership, he or she shall not be permitted to do so until transfer has been passed to such member of the share to which he or she is entitled.

(d) Where a partner is deceased and the deed of partnership provides that the partnership shall not be terminated by reason of such partner's death, but that his or her share in such partnership shall be administered by an administrator, it shall be competent for the Registrar to endorse the title-deed of any immovable property held by such partnership to the effect that the share of such deceased partner in such partnership shall be administered in terms of section 40 of the Administration of Estates Act, 1965 (Act 66 of 1965).

(4) Where land has been sold by or to a firm or partnership, the transfer duty receipt issued in respect of the sale shall disclose the names of the members thereof.

26. (1) The following procedure shall be observed in the preparation of deeds conferring title to land in regard to the conditions to which such land is or may be subject:

(a) Where it appears from the deed produced to the Registrar that the land is subject to special conditions limiting the rights of the owner, such conditions shall be repeated in every subsequent deed conferring title to such land, and where necessary be referred to as mentioned in the deed whereby they were created;

(b) where it appears from the deed produced to the Registrar that the land is subject to conditions other than those referred to in paragraph (a), such conditions shall, if the Registrar so requires, be repeated in a subsequent deed conferring title to such land, otherwise it shall be specially referred to as mentioned in such deed, and its character be described in general terms;

(c) where the deed produced to the Registrar is not a grant from the State and contains a general reference to conditions in a prior title-deed by which the land was held, every subsequent deed conferring title to such land shall be made subject also to such conditions as are referred to in the deed produced;

(d) where the deed produced to the Registrar is a grant or transfer from the State comprising land acquired by purchase or otherwise, and such grant contains a general or specific reference to the conditions contained in the deed by which the land was conveyed to the State, the provisions of paragraphs (a), (b) and (c) shall apply;

(e) on any subsequent deed relating to land in connection with which the provisions of paragraphs (a), (b) and (c), or any of them, have been applied, such deed shall follow substantially the preceding deed in its reference to the conditions and omit in this connection any mention of the preceding deed until such time as the land is made subject to further conditions, in which case such further conditions shall also be mentioned or specially referred to in the manner prescribed in the said paragraphs;

(f) in every deed conferring title to land the rights of the State shall be expressly reserved;

(g) the serial number and year of every deed to which reference is made in connection with conditions shall be quoted, provided that the Registrar may in his or her discretion relax the provisions of this subparagraph; and

(h) should the provisions of this regulation not be applicable, the decision of the Registrar with regard to the procedure to be followed shall be observed.

Del. by Gov N 36/04 (2) Conditions ~~shall~~ be inserted in deeds in the official language, provided that where any condition is embodied in a registered deed in any other language, such language may be perpetuated in subsequent deeds.

(3) Where it appears from a deed that an owner of land has acquired any right of servitude over any other land, such right should also be specially referred to or mentioned and described in every deed conferring title to the first-mentioned land.

(4) If a deed lodged for execution or registration reserves or grants an interest described as a life interest, except where such interest is created by a will, the nature of such life interest shall be disclosed in such deed and in the relative power, if any.

Subst by Gov N 36/04 (5) Conditions shall, as far as practicable, be embodied in the title-deed and appear immediately after the extending clause, and only in exceptional circumstances may conditions be contained in an annexure.

(6) No condition shall be included in any deed or bond which purports to impose upon the Registrar any duty or obligation not sanctioned by law.

Repealed by Gov N 36/04 27. Where a spouse married in community of property desires to deal with land registered in the name of the other spouse the latter should affix his or her signature and the date thereof to the power of attorney in the presence of a witness as evidence that the marriage still subsists, and if he or she omits to do so, other satisfactory proof of such subsistence shall be produced.

28. Where in the circumstances contemplated in the proviso to subsection (1) of section 58 of the Act it is necessary to pass transfer to a rehabilitated insolvent, such transfer may be passed upon a power of attorney signed by the Master of the High Court.

29. (1) The consent for the registration of the following transactions, namely -

- (a) cancellation of a registered mortgage bond or notarial bond;
- (b) release of any part of property hypothecated by a registered mortgage bond or notarial bond or, in the case where the debt is further secured by any such collateral bond, of all the property, or of any joint debtor or of any surety in respect of any such bond;
- (c) part payment of a capital amount due in respect of any registered mortgage bond or notarial bond other than a registered mortgage bond or notarial bond intended to secure future debts;
- (d) reduction of cover in respect of a registered mortgage bond or notarial bond intended to secure future debts;
- (e) waiver of preference in respect of a registered mortgage bond or notarial bond with regard to the whole or any part of the property hypothecated thereby in favour of any other such bond, whether registered or about to be registered;
- (f) cession of a registered mortgage bond or notarial bond;
- (g) cancellation of a cession of a registered mortgage bond or notarial bond made as security;

- (h) substitution of any other person for a debtor in respect of a registered mortgage bond,

shall be granted in every case in accordance with the applicable prescribed form W or CC, as the case may be, on separate forms by the holder of the bond or the holder of the bond and the mortgagee or the person to be substituted for the mortgagee, as the case may be, and shall be duly signed and attested.

(2) Any agreement referred to in section 3(1)(s) of the Act, shall be entered into in accordance with form FF and shall be duly signed and attested.

(3) The application and consent required under the proviso to paragraph (a) of subsection (5) of section 40 of the Act of an owner and a holder of a bond, shall be made and granted in accordance with form GG and shall be duly signed and attested.

(4) The consent referred to in subregulation (1) and the application and consent referred to in subregulation (3) and the agreement referred to in subregulation (2) shall, in addition to particulars required in the Form concerned, contain also the full names and marital status of the holder of the bond and of any party who thereby grants his or her consent.

(5) The application and consent referred to in subregulation (1) and (3) and the agreement referred to in subregulation (2), shall be preserved by the Registrar.

(6) The consent referred to in paragraphs (e) to (h) of subregulation (1), the agreement referred to in subregulation (2) and the application and consent referred to in subregulation (3), shall be prepared in duplicate and the duplicate copy thereof shall be annexed to the copy of the bond of the holder of the bond: Provided that if no

duplicate copy is available, a copy certified by a notary or conveyancer shall be annexed to the copy of the bond of the holder of the bond.

(7) Any application, consent, or agreement referred to in this regulation may not relate to more than one bond.

30. (1) Where it is sought to mortgage land held under special conditions limiting the rights of the owner, the Registrar may require those conditions to be set out in the bond or a suitable reference made thereto.

(2) (a) Every mortgage bond shall contain a full and clear description of the property to be hypothecated, including the extent thereof, and when two or more properties are to be hypothecated, each property shall be described in a separate paragraph.

(b) The number (comprising the serial and year number), if any, of the deed by which the property is held, shall also be quoted in each paragraph: Provided that where more than one property is held by one and the same deed, such number of the deed may be quoted after the description of the last of such properties.

(3) Where a bond is lodged for the purpose of noting any part payment or reduction of cover thereon such part payment or reduction of cover need not be noted on the title-deed of the property affected.

(4) The deed of cession of a bond shall set forth the *causa* of such cession.

(5) Where the cession of a bond has, prior to the coming into force of these regulations, been endorsed upon such bond the Registrar may accept for filing a duplicate original of the cession or an acknowledgement of such cession, in terms

approved by him or her signed by the cedent and duly witnessed, or a notarially certified copy of such cession.

(6) Any waiver of preference in respect of a registered real right in land (including rights mentioned in section 66 of the Act which may be contingent) to or in favour of the legal holder under a registered or registrable mortgage bond shall, if such bond has been registered, be contained in a notarial deed, and if such bond has not been registered be contained in a notarial deed or in such bond as the owner of such right may elect.

(7) Every waiver registered in terms of this regulation shall be duly noted on the owner's title to such right, and in the case of a registered bond, on such bond.

31. (a) The consent of the legal holder of any bond referred to in section 27 of the Act shall be furnished in duplicate and, should a duplicate not have been furnished, the Registrar may accept a copy certified by a conveyancer or notary.

(b) The original of the consent referred to in paragraph (a) shall be retained by the Registrar and the duplicate or copy thereof shall be annexed to the bond.

32. (1) Every deed of grant, deed of transfer, certificate conferring title to immovable property, deed of cession referred to in section 32 of the Act or mortgage bond shall be prepared by a conveyancer, who shall make and sign a certificate in the undermentioned form in the upper right hand corner of the first page of the document concerned:

Prepared by me

.....

CONVEYANCER

.....
(State surname and initials in block letters.)

(2) A conveyancer who prepares a deed of grant, deed of transfer, certificate, deed of cession, or mortgage bond referred to in subregulation (1) shall initial personally all alterations or interlineations in such deed of grant, deed of transfer, certificate, deed of cession, or mortgage bond and also every page thereof not requiring his or her signature if such deed of grant, deed of transfer, certificate, deed of cession, or mortgage bond is written on separate sheets, and no such deed of grant, deed of transfer, certificate, deed of cession, or mortgage bond shall be accepted for execution or registration if it does not bear such certificate and is not so initialled, provided, however, that in the case of a deed of transfer or mortgage bond where an alteration or interlineation does not, in the opinion of the Registrar, require initialling by the conveyancer who prepared such deed of transfer or mortgage bond, such alteration or interlineation shall be initialled by the conveyancer executing such deed of transfer or mortgage bond.

33. (1) Subject to the provisions of subregulation (3), any power of attorney, application, or consent required for the performance of an act of registration in the Deeds Registry and any agreement of partition referred to in section 26 of the Act executed and tendered for registration or filing of record in the Deeds Registry, shall be prepared by a practising legal practitioner or a conveyancer, who shall make and sign a certificate in the undermentioned form in the upper right hand corner of the first page of the document concerned:

Prepared by me

.....

LEGAL PRACTITIONER/CONVEYANCER

(Use whichever is applicable)

.....

(State surname and initials in block letters.)

(2) Subject to the provisions of subregulations (3) any material alteration or interlineation in any power of attorney, application, consent, or agreement of partition referred to in subregulation (1) shall be initialled by the legal practitioner or conveyancer who prepared such document.

(3) The provisions of subregulations (1) and (2) shall not prevent any legal practitioner or conveyancer in the employ of the Public Service from preparing, in the course of his or her employment, any document referred to in those subregulations, which is required for the performance of any function to be performed in the Ministry in which he or she is employed.

(4) When a certificate referred to in subregulation (1) is signed by a legal practitioner, the fact that the signatory is a practising legal practitioner shall be confirmed by a practising conveyancer, who shall countersign the certificate by making and signing the following certificate thereon:

Countersigned by me

.....
CONVEYANCER

.....
(State surname and initials in block letters.)

34. The person signing the preparation certificates prescribed by regulations 32 and 33(1) accepts, in terms of section 15A(1) and (2) of the Act, responsibility for the correctness of the undermentioned facts stated in the deeds or documents concerned or which are relevant in connection with the registration or filing thereof, namely:

- (a) that all copies of the deeds or documents intended for execution or registration are identical at the date of lodgement;
- (b) that, in the case of a deed of grant, deed of transfer, or certificate of title of land, all the applicable conditions of title contained in or endorsed upon the owner's copy of the title-deed, together with any conditions imposed in terms of the Townships and Division of Land Ordinance, 1963 (Ordinance 11 of 1963), have been correctly brought forward or created in that deed of grant, deed of transfer, or certificate of title to land;
- (c) that, in case of a document referred to in regulation 33(1) being signed by a person in his or her capacity as an executor or executrix, administrator, trustee, tutor, curator, liquidator, or judicial manager from perusal of the document evidencing such appointment exhibited to him or her, such person has in fact been appointed in that capacity;
- (d) that, to the best of his or her knowledge and belief and after due enquiry has been made -
 - (i) the names, date of birth and marital status of any natural person being a party to a deed of grant, deed or document, and in the case of any other person, its name and registered number (if any), or the name of a trust are correctly reflected in that deed or document;
 - (ii) in the case of a document referred to in regulation 33(1) or a deed of grant -
 - (aa) the transaction as disclosed therein is authorised by and in accordance with the constitution, regulations or

founding statement, as the case may be, of any church, association, society, or other body of persons, or any institution other than a company incorporated under the Companies Act, 1973 (Act 61 of 1973), or close corporation incorporated under the Close Corporations Act, 1988 (Act 26 of 1988), or the deed of a trust being a party to such document or deed of grant;

(bb) a company incorporated under the Companies Act, 1973, or a close corporation incorporated under the Close Corporations Act, 1988, being a party to such document or deed of grant, has been incorporated in Namibia;

(cc) a trustee being a party to such document or deed of grant is acting therein in accordance with the powers set out in the deed of trust concerned and that any security required had been furnished to the Master of the High Court;

(iii) in the case of a document referred to in regulation 33(1) the necessary authority has been obtained for the signing of such document in a representative capacity on behalf of a company, close corporation, church, association, society, or other body of persons, or an institution;

(e) that, in the case where a conveyancer is signing the preparation certificate on a deed of transfer, certificate of title conferring title to immovable property or a mortgage bond, he or she shall accept responsibility that the particulars in the deed, mentioned in paragraph

(d)(i), have been brought forward correctly from the special power of attorney or application relating thereto.

Lodgment and Execution of Deeds

35. All deeds, mortgage bonds, documents and powers of attorney intended for registration, attestation, or execution and registration or preservation, as the case may be, shall be lodged for examination by a notary or a conveyancer practising at the seat of the Deeds Registry or by a person employed by a notary or conveyancer or by any person employed in the Public Service, in covers with the receiving clerk (who shall note thereon the date of lodgment), on working days between the hours that the Registrar shall determine: Provided that a notary who is not also a conveyancer or a person employed by such a notary may only lodge notarial deeds.

(2) (a) Powers of attorney shall be lodged singly, and all deeds, mortgage bonds and other documents referred to in subregulation (1) shall be lodged in duplicate, except that in the case where more than one person is a party to a notarial deed affecting immovable property, an additional duplicate original, grosse or certified copy shall be lodged in respect of each title-deed involved and of each additional person being a party to the notarial deed and who is not the owner of the immovable property concerned, unless the Registrar requires in his or her discretion less duplicate originals, grosse or certified copies.

(b) A notarial deed referred to in paragraph (a) and one copy thereof shall, subject to the provisions of section 3 of the Act, be signed by the Registrar and any other additional copies shall be endorsed that it has been issued for information only.

(3) As soon as possible after the expiration of ^{five} ~~four~~ working days after a ^{subst by} ~~gov N 36/00~~ deed has been lodged in accordance with subregulation (1), such a deed intended for

attestation or execution and registration, and in respect of which no objection exists, shall be attested or executed before or by the Registrar: Provided that the Registrar may allow any deed to be attested or executed before the expiration of such number of working days, and may reject deeds not attested or executed within such number of working days.

(4) In the event of two or more mortgage bonds being passed on the same day by one and the same mortgagor over the same property, the Registrar shall, if each bond does not disclose the order in which it is to rank, note on each the exact time at which he or she affixed his or her signature thereto.

(5) Deeds lodged for attestation or execution and registration and in respect of which an objection exists, shall, if circumstances permit, be rejected not later than ^{Five}~~four~~ working days after lodgement.

Amended by Gov 36/04

(6) Although a deed is to be fully examined in the first instance, if a defect of such a nature as to justify rejection is discovered in connection with any deed or other document lodged for execution or registration, the Registrar shall have the power to direct that the further examination of the deed shall be postponed until the defect has been cured and to reject such deed in the ordinary course.

36. No cession of the balance due under any bond shall be registered until the amount paid in reduction thereof has been noted, nor may any bond, other than a bond to secure future debts, of which part of the capital amount has been repaid be substituted under the provisions of sections 45 and 57 of the Act, until the part payment has been noted.

37. (1) Where application is made under the provisions of section 45 of the Act there shall be produced, in addition to the title-deeds, lease under any law relating to land settlement and bonds, the following documents:

- (a) Where transfer duty is payable, a receipt for such duty;
- (b) ~~where the property or bond was bequeathed to such survivor, a copy of the will accepted and certified by the Master;~~ *Subst. by GWN 36/04*
- (c) where the property was purchased from the estate by such survivor, being also the executor in the estate, an Order of Court confirming the sale;
- (d) where action is being taken under sections 38 and 94 of the Administration of Estates Act, 1965 (Act 66 of 1965), a certificate or consent from the Master;
- (e) in circumstances where no consent or certificate of the Master is required, a certificate from the ~~Master~~ that the liquidation account in *Subst. by GWN 36/04* the estate has lain for inspection, that no objection thereto has been received and that the endorsement to be made is in terms of the account;
- (f) where such survivor is an heir in terms of the Intestate Succession Ordinance, 1946 (Ordinance 12 of 1946) -
 - (i) proof that the deceased spouse left no valid will; and
 - (ii) proof of the balance of the estate for distribution by means of a Certificate of the Master or a copy of the liquidation account certified by the Master; and
- (g) where application is made for the endorsement of a lease under any law relating to land settlement, the consent of the Minister responsible for

the administration of matters pertaining to land settlements shall be produced to such endorsement.

(2) When a title-deed is endorsed under section 45 of the Act, the Registrar shall make an appropriate note in the register affected.

38. (1) Where land is to be transferred in pursuance of the provisions of a will, codicil, or other testamentary instrument, a copy of the will, codicil, or other testamentary instrument, as the case may be, certified and accepted by the Master or, in the case of an estate to which the provisions of the Administration of Estates (Rehoboth Gebiet) Proclamation, 1941 (Proclamation 36 of 1941) applies, the magistrate concerned, shall be lodged with the deed, and the Registrar may in his or her discretion require any executor who seeks to transfer land belonging to the estate under his or her administration, to lodge a certified copy of the will, codicil, or other testamentary instrument, and of the liquidation account in the estate, but if a copy has already been lodged in the Deeds Registry, it shall be sufficient if a note is made in either case on the deed indicating the number and the date of the deed with which such copy is filed.

(2) Where land is sought to be transferred by an executor in pursuance of -

- (a) paragraph (b) of section 21 of the Act, there shall be lodged with such transfer a certificate by the Master or the executor or a conveyancer that the land has been sold to pay the debts of the joint estate; or
- (b) paragraph (c) of section 21 of the Act, there shall be lodged with such transfer a certificate by the Master or a conveyancer that the surviving spouse has adiated under the will whereby the joint estate is massed or a statement to that effect signed by the surviving spouse and duly witnessed;

- (c) any of the exceptions contemplated in paragraphs (a) to (e) of section 21 of the Act, the deed of transfer shall indicate that the transfer is on behalf of the joint estate and that the joint estate is divested.

39. (1) Where it is sought to deal with immovable property, the title-deed of such property, or a certified copy thereof, issued to serve as an original, shall, except as provided for in the Act and in subregulations (2) and (3) of this regulation be produced and be mentioned in the deed dealing with such property, but it shall not be necessary, unless the Registrar so requires, to produce any deed by which the property was previously held, whether such deed be the diagram deed or any intermediate deed, nor shall the Registrar be required to endorse thereon any record of subsequent dealings with the property.

(2) Where immovable property is to be transferred or ceded in execution of the judgment of any competent court by the officer appointed by law, or by such court, it shall not be necessary to produce the title-deed of such property or a certified copy issued in lieu thereof if such officer certifies in writing that he or she has been unable to obtain possession of such title-deed or copy: Provided that where the duplicate original of such title-deed filed of record in the Deeds Registry has been lost or destroyed it shall be necessary for such officer to obtain a certificate of registered title under the provisions of section 31 of the Act, for which purpose such officer shall be regarded as the owner of the land.

(2A) - - - Inserted by gov N 36/04

(3) ~~Transfers in terms of section 55(3) of the Agricultural Bank Act, 1944~~ *Del. by gov N 36/04*
(Act 13 of 1944), may be ~~passed~~ without the production of the title-deed of the property or a certified copy issued in lieu thereof, provided that the Manager of the Agricultural Bank of Namibia certifies in writing that he or she has been unable to obtain possession of such title-deed or copy.

40. (1) Where, in the partition of land or ~~rights to mining areas~~, an *Del. by gov N 36/04*
undivided share in such land or ~~rights to mining areas~~ is registered in the name of a

deceased person, or of his or her estate, or of his or her surviving spouse, the Registrar shall, if such share has been bequeathed, require not only the consent of the Master in terms of section 94 of the Administration of Estates Act, 1965 (Act 66 of 1965), on behalf of heirs or legatees who may be minors, but also the consents of the major heirs or legatees, if there are such, unless it can be proved to his or her satisfaction by documentary evidence that the partition was agreed upon during the lifetime of the testator.

(2) Where a partition of land is effected in terms of section 26(7) of the Act, the agreement to partition or the powers of attorney shall set out all the properties to be partitioned and the properties awarded to each partitioner, and the deeds of partition transfer shall be executed simultaneously.

41. (1) Where immovable property has been acquired by any person not married in community of property and transfer thereof has not been effected during the lifetime of such person, the transfer deed shall be made out in favour of the estate of such person.

(2) A certificate of title of land which is registered in the name of a person since deceased shall be issued in the name of the registered owner (deceased), and not in favour of his or her estate.

42. Where in the circumstances provided for in subsection (1)(b)(ii) of section 14 of the Act, a transfer direct to a purchaser is lodged, such deed of transfer shall not be executed unless proof of the value of the immovable property being dealt with is furnished by means of a written valuation by a sworn appraiser.

43. Where a transfer is lodged in the circumstances provided for in section 30(1) of the Act, such transfer shall not be executed unless proof that the land awarded on partition to the owner of any share subject to a *fideicommissum* is an equivalent of that share, is furnished by means of the written report of a sworn

appraiser or of an impartial person proved by the magistrate of the district in which the property is situate.

44. Where a note of expropriation is to be made in terms of section 31(6)(a) of the Act, such note shall not be made unless a certificate has been furnished to the Registrar by the expropriating authority describing the land, giving the name, registered number and registration division and setting out the full names of the registered owner and the number and date of the title.

45. Any person making application to the Registrar for a consolidated title shall, if the diagram of the land in respect of which such application is made does not contain a description of the several pieces of land comprised therein corresponding so far as may be material for purposes of identification with that contained in the existing title-deeds, cause to be lodged with his or her application a certificate containing such description from the Surveyor-General.

46. (1) Whenever it appears from any statement on the diagram of a portion of a piece of land about to be transferred that the transferor has granted a servitude in favour of such portion over the remaining extent thereof or over some other land adjoining the land to be transferred and registered in the transferor's name, or has imposed a servitude over such portion in favour of such remaining extent or other land, such servitude shall be embodied in the power given for the purposes of the transfer of such portion and also in the relative deed of transfer, unless such servitude can only be created on the subsequent transfer of such portion.

(2) If a diagram lodged with an application for any certificate of title contains a statement indicating the creation of a new servitude, the Registrar shall decline to issue such title, unless there has been lodged for registration with the application a notarial deed embodying the terms of such servitude, unless such servitude is only to be created on eventual transfer of the land affected.

(3) The land affected by a servitude shall be sufficiently described, and the serial number and year of the deed by which it is held shall be quoted, provided that the Registrar may in his or her discretion relax the provisions of this subregulation.

47. (1) Where cancellation of registration is sought under the provisions of section 68(2) of the Act, the Registrar may accept a unilateral notarial deed of cancellation by the holder of such servitude, provided that such deed does not impose any obligation upon the owner of the land.

(2) The Registrar may accept for registration a unilateral notarial deed of -

(a) cancellation of a *fideicommissum* by the *fideicommissary* heirs; and

(b) cession of a personal servitude referred to in section 66 of the Act,

by the holder of such right or servitude, provided that such deed does not impose any obligations upon the owner of the land in a case as contemplated in paragraph (a) or upon a cessionary in a case as contemplated in paragraph (b).

48. In the circumstances mentioned in section 76 of the Act, the title-deeds of the land affected shall be endorsed as to the nature of the praedial servitude created in a deed of transfer, but should the description of the servitude be of such a lengthy or complicated nature so as to render an effective reference thereto or a transcription thereof impracticable by endorsement, an extract thereof certified by the conveyancer executing the deed of transfer shall be lodged for annexure by the Registrar to the originals and office duplicates of the deeds affected and a suitable reference to such extract shall be made by the Registrar upon such deeds.

49. (1) If, in connection with the execution or registration or filing of record of any deed, power, or other document, reference is necessary to any deed or document already filed or registered in the Deeds Registry, the number and year of

that deed, or of the deed with which such document is filed, or the number under which it is registered, must be furnished when the deed, power, or document is lodged for execution or registration or record, provided that where any deed, power, or document to which reference is necessary is of a lengthy character, it shall be the duty of the conveyancer or other person concerned to indicate the particular clause thereof which relates to the question to be determined.

(2) (a) All deeds, bonds, diagrams, or documents necessary in connection with the examination, execution, or registration of any deed, bond, power, or other document lodged in the Deeds Registry, including all receipts or certificates required by law to be produced, shall accompany such deed.

(b) The Registrar shall not execute or attest a deed or bond unless the title-deeds and bonds thereon for cancellation, release, or substitution accompany the deed or bond lodged for execution, except if such production is specifically waived under the Act or these regulations.

(3) (a) Where a deed lodged by any person for execution or registration or any other purpose is intended to be executed or registered, or otherwise dealt with, in conjunction with a deed lodged by another person, a note to that effect shall be made by the conveyancer or other person responsible for the lodgement thereof on the several deeds concerned.

(b) If any conveyancer fails to comply with paragraph (a), the deed in respect of which such omission has been made, may, if in order, be executed, registered, or otherwise dealt with independently of such other deed.

Powers and Certified Copies Thereof

50. (1) Any person seeking to pass, cede, or cancel a deed or to perform any other act in the Deeds Registry on behalf of any other person shall, except as hereinafter provided, lodge for filing with the Registrar the original power under which he or she claims to act.

(2) A power contemplated in subregulation (1) shall specify the date, as well as the place of its execution, the latter being described sufficiently to enable the Registrar to judge whether or not it is situated within Namibia.

(3) A special power of attorney to transfer, hypothecate, or otherwise deal with land or other immovable property shall contain -

- (a) a clear and sufficient description of such land or property;
- (b) the registered number, if any, of such land or property;
- (c) the number (consisting of the serial and year number) of the deed whereunder such land or property is held; and
- (d) with regard to a power of attorney to transfer land, the date of disposal of such land.

(4) A general power of attorney shall not be available for the purpose of dealing with immovable property, unless it contains express authority empowering the agent to do so.

(5) If at any time written notice is received from the mandant by the Registrar cancelling a power which has been registered, the Registrar shall forthwith

cause a suitable note of such cancellation to be made in the appropriate register and also on the power, and shall sign or initial the note on the latter.

(6) If an original power is filed of record in the office of the Registrar or Master of the High Court of Namibia, the Registrar of Deeds may recognize, as and for the purposes of an original, any copy certified under the hand and seal of the Registrar or Master of the High Court: Provided that when it is sought by virtue of any copy of a power referred to in this subregulation to perform any act before the Registrar of Deeds, there shall be produced to him or her a letter or certificate, signed by the officer in charge of the office from which such copy was issued, dated not more than 21 days prior to the date of production thereof, evidencing that no notification of revocation of the original power had been received by him or her up to the date of such letter or certificate.

(7) When a letter or certificate, as the case may be, has been produced to and lodged with the Registrar of Deeds by virtue of the proviso to subregulation (6), he or she shall also have authority to effect all necessary acts in connection with the registration of any consent, cession, or other matter given, made, or completed at any time prior to the date of the production and lodgment of such letter or certificate.

(8) A notice of the revocation of any power of attorney filed in the Deeds Registry will only be recognised if it is signed by the mandant or by some person expressly authorized by him or her in writing to revoke the same.

(9) If a power of attorney is printed or written on a form of a mortgage bond or deed of transfer, or authorizes the passing of a bond or transfer on a form annexed thereto, such form shall not be accepted for execution and registration as a bond for transfer.

Copies of deeds and other documents . . . Inserted by Gov N 36/04

51. Copies of deeds conferring title to land or to any interest therein and copies of mortgage or notarial bonds, required for information only, shall be issued on

the application of any person and the words "Issued for information only" shall be written or stamped on the face of every copy so issued.

52. Where copies of deeds conferring title to land or to any interest therein and copies of mortgage or notarial bonds are required for judicial purposes, they shall be issued on a written application signed by a legal practitioner or any authorized staff member in the Public Service, and the words "Issued for judicial purposes only" shall be written or stamped on the face of every copy so issued.

53. (1) If any deed conferring title to land or to any interest therein or any real right, or any registered lease or sublease or cession thereof or any mortgage or notarial bond, is lost or destroyed and a copy is required for any purpose other than one of those mentioned in regulation 51 or 52, the registered holder thereof or his or her duly authorized agent may make written application for such copy, which application shall be accompanied by an affidavit describing the deed and stating that it has not been pledged and it is not being detained by any one as security for a debt or otherwise, but that it has been actually lost or destroyed and cannot be found though diligent search has been made therefor, and further setting forth, where possible, the circumstances under which it was lost or destroyed.

(2) If the circumstances of the loss or destruction are not stated, or if they are stated and the Registrar is of opinion that further evidence is necessary, either from the applicant himself or herself or some other person in whose custody the deed, lease or sublease or cession thereof or bond may have been before the loss or destruction thereof, to establish such loss or destruction, he or she shall be entitled to call for such evidence: Provided that if it appears from the records of the Deeds Registry, in the case of a deed, that the land or any interest or real right therein has been mortgaged in favour of any person or the owner has conferred a real right therein on any person or, in the case of a lease or sublease or cession thereof, that the lessee has mortgaged his or her interest therein in favour of any person or, in the case of a registered mortgage bond or notarial bond, that it has been ceded to any person, who

Inserted by
gov N 36/04

may by virtue of such mortgage, conferment, or cession be in possession of the deed, lease or sublease or cession thereof or registered mortgage bond or notarial bond, the Registrar shall require that the mortgagee, the person on whom the real right has been conferred, the person in whose favour the lessee has mortgaged his or her interest or the person to whom the registered mortgage bond or notarial bond has been ceded, as the case may be, shall state in writing that the deed, lease, sublease or cession thereof or registered mortgage bond or notarial bond is not in his or her possession and that he or she consents that such copy be issued.

(3) If such a registered holder is deceased or has been declared mentally ill by a competent court, or is insolvent, or has assigned his or her estate for the benefit of his or her creditors under the provisions of the law relating to insolvency, or any prior statute governing the assignment of estates, or is a company under official liquidation, then the application and affidavit may be made by the legal representative of the estate or by the liquidator of the company: Provided that if such representative or liquidator is not able to produce evidence definitely establishing the loss or destruction of the deed the Registrar may, on being satisfied that all necessary steps have been taken to recover the same, issue a copy thereof upon compliance with the requirements of this regulation.

(3A) - - - Inserted by Gov N 36/04

(4) The Registrar shall, if he or she is satisfied that no good reason to the contrary exists, issue the certified copy asked for: ^{upon payment} Provided that no such copy shall be ^{Inserted by Gov N 36/04} issued until the Registrar has searched the registers and has made suitable endorsements regarding transactions, if any, registered therein in connection with the deed or bond concerned.

(4A) - - - Inserted by Gov N 36/04

(5) If a copy issued to serve as an original is itself lost or destroyed, the Registrar may, subject to the fulfilment *mutatis mutandis* of the conditions prescribed in this regulation in regard to the loss of originals, issue a further copy to serve in lieu of the original.

(6) (a) If any deed referred to in subregulation (1) or any registered lease or sublease or cession thereof or any mortgage or notarial bond has for any reason become unserviceable, it shall be competent for the Registrar to issue a certified copy thereof, to serve in place of the original on written application being made to him or her by the owner or the legal holder or the duly authorized agent of such owner or holder, provided that the original deed shall be lodged with such application.

(b) If any such deed, lease, or bond is lodged for any purpose without an application for a certified copy, the Registrar may require a certified copy to be taken out, if in his or her opinion such deed, lease or bond is not serviceable for the purpose intended.

(7) In the event of any deed, lease or sublease or cession thereof or bond, in lieu of which a copy has been issued under the provisions of this regulation being subsequently found and produced to the Registrar, he or she shall endorse thereon that it has become void except in the case of a deed of transfer affected by the provisions of section 34(2) of the Act, when the provisions of subregulation (10) shall apply.

(8) If the holder of a registered mortgage bond or notarial bond (which has been lost or destroyed) or his or her duly authorized agent, desires to procure cancellation of the bond and has made written application, duly witnessed, to the Registrar to cancel such bond, and has complied *mutatis mutandis*, with the provisions of subregulations (1), (2) and (3) the Registrar shall, if he or she is satisfied that no good reason to the contrary exists, cancel the registration duplicate of such bond, and such cancellation shall be deemed to be a cancellation of such bond notwithstanding that such bond has not been submitted for cancellation.

(9) In the circumstances mentioned in section 34(2) of the Act the provisions of this regulation shall *mutatis mutandis* be complied with.

(10) Where any person has obtained a certificate of registered title under the provisions of section 34(2) of the Act, the Registrar shall endorse upon the registry duplicate of the lost or destroyed deed the fact that a certificate has been issued in respect of the share of the applicant under that section, but should the lost deed be found and produced to the Registrar a similar endorsement shall be made thereon.

54. If a certified copy of any document not specified in regulation 53(1) is required by any person, such person may obtain the same upon application and within such period as circumstances permit.

Miscellaneous

55. No business shall be conducted with the Deeds Registry by means of correspondence in relation to the preparation, lodgment, or registration of any deed or other document.

56. (1) In the event of any portion of any piece of land held under any title being leased, it shall be necessary for the registration of such lease that a diagram of such portion be annexed to each copy of the deed of lease lodged for registration, unless such portion is already registered as a separate entity: Provided that if only a portion of such right is subsequently ceded or leased, a separate diagram representing the land affected by such parent lease or cession, if not already available, other than the diagram of the affected freehold property, shall accompany the diagram of the sublease or cession required in terms of subregulation (2).

(2) A diagram shall also be annexed to each copy of the relevant deed in respect of leases and subleases of land affecting only a portion of the land held under the original leases or cessions, and to notarial releases of any part of the property leased and also to deeds creating or defining servitudes and real rights whether created or defined by the parties thereto or by order of the court: Provided that a servitude

feature of uniform width, or a servitude feature at a specified distance from, and parallel to, a surveyed line shown on a registered diagram extending along the entire length of such surveyed line, excluding any servitude relating to the widening of a road, may be registered by description without a supporting diagram: Provided further that nothing in this subregulation shall exclude the registration of a servitude in general terms: Provided further that any other servitude may be registered by the Registrar if the Surveyor-General is satisfied that such servitude can be plotted on the diagram of the land affected: Provided further that the diagram need not be annexed to every copy of a deed creating or defining any servitude if such servitude is plotted on any general plan preserved in the Deeds Registry.

(3) For the purposes of this regulation the Registrar shall not accept for registration any deed to which there is attached any sketch or plan other than a diagram.

57. The holder of a real right mentioned in section 64(1) of the Act may transfer the whole thereof (if transferable), without first obtaining a certificate referred to in that section.

58. Where any act of registration affects a diagram it shall be the duty of the Registrar to notify the Surveyor-General.

Information

59. (1) Where in the Deeds Registry access into strong rooms by any member of the public for the purpose of conducting any search is permitted, the Registrar shall have power to regulate during which hours such access may be allowed, and he or she may refuse admission to any member of the public without giving reasons for such refusal.

(2) Where access to strong rooms in the Deeds Registry is permitted, attorneys, notaries, conveyancers, surveyors, sheriffs, or messengers of magistrates' courts, or such of their clerks as have received the approval of the Registrar, may inspect the records and registers, but other members of the public shall not be permitted such inspection unless under the personal supervision of a responsible officer.

*Amended by
Gov N 36/94*

Binding of Records

60. Any record cancelled in terms of section 3(1) of the Act may be destroyed by the Registrar -

(a) in the case of any record other than a consent for the cancellation of any deed or other document submitted for registration, attestation, or execution and registration or preservation, after expiration of a period of 5 years from the date when it was cancelled;

(b) in the case of a consent for the cancellation of such a deed or other document, after expiration of a period of 30 years from the date when such cancellation was registered.

Forms and Tariffs

61. The certificates of title to be issued by the Registrar under the Act, and the further deeds or documents prescribed under the Act or these regulations, shall be prepared substantially in the form of the relevant forms prescribed in Annexure III to these regulations.

62. The certificate of registered title to be issued by a Registrar in terms of section 9(6), 13(6) or 37(10) of the Sectional Titles Act, 1971 (Act 66 of 1971), shall be prepared substantially in the relevant form prescribed in Annexure III to these regulations.

Repealed by Gov N 36/04
63. Except as otherwise provided in any law, where in the Schedule of Fees of Office set out in Annexure 1 to these regulations -

- (a) a fee is prescribed for the registration of any deed, bond, power, or other document, such fee shall be taken to include all acts necessary to give effect to such registration, including any consequential endorsement;
- (b) a fee is prescribed in respect of any note, entry, endorsement, or other act not otherwise expressly provided for in the said Schedule of Fees of Office, such fee shall, in case of a deed, bond, power, or other document, be levied in respect of each deed, bond, power, or other document in question without reference to the number of notes, entries, endorsements, or other acts necessary to be made or done in connection with such deed, bond, power, or other document.

64. The fees of office to be charged in respect of any act, matter, or thing required or permitted to be done in or in relation to the Deeds Registry shall be those specified in the Schedule of Fees of Office set out in Annexure 1 to these regulations.

65. (1) The fees and charges as mentioned in subsection (1)(c) of section 10 of the Act shall be those specified in the Tariff of Conveyancing and Notarial Fees set out in Annexure II to these regulations: Provided that the Registrar may tax a bill for wasted costs, and the fees allowed in connection with such wasted costs shall be in the discretion of the Registrar.

(2) Any bill of costs presented for taxation shall refer to the relevant Part and paragraph thereof of the Tariff referred to in subsection (i) under which the payment of any fee or charge is claimed.

Commencement

66. These regulations shall come into operation on 1 August 1996.

ANNEXURE 1*Subst. by Gov N 36/04***SCHEDULE OF FEES OF OFFICE****Item**

1. For the registration of -
 - (a) a certificate to title to land, a real right of cession, or a modification or extinction thereof;
 - (b) a deed of cession referred to in section 32 of the Act;
 - (c) a notarial deed, including antenuptial contracts;
 - (d) a deed of transfer;
 - (e) a transfer by endorsement;
 - (f) a bond securing immovable property;
 - (g) a notarial bond;
 - (h) a cession of a bond;
 - (i) a lease;

- | | | |
|-----|--|-----------|
| (j) | a sublease; | |
| (k) | a cession of a lease; and | |
| (l) | a general power of attorney: | N\$ 50,00 |
| 2. | For the registration of general plans of erven or subdivisions of land and the opening of registers in connection therewith: | N\$ 50,00 |
| 3. | For the issue of any certificate by the Registrar on request of any information noted in his or her registers, or which appears from any records preserved by him/her: | N\$ 20,00 |
| 4. | For preparing a report to the court in terms of section 97 of the Act: | N\$ 50,00 |
| 5. | For taxation of a bill of fees: 5% of the fees allowed, but excluding moneys for transfer duty, stamp duty and fees of office. | |
| 6. | (a) For a certified copy of a deed or document registered or preserved in a Deeds Registry and issued in terms of regulation 51, 52 or 53(6): | N\$ 10,00 |
| | (b) For a certified copy of a deed registered in a Deeds Registry and issued in terms of regulation 53(1): | N\$100,00 |

7. (a) For the search of an index to any register and for each enquiry relating to a person, property, or deed: N\$ 5,00
- (b) For obtaining a computer print for each enquiry relating to a person, property, or deed: N\$ 5,00
- (c) For inspection of any one deed or document or for every folio or for every page of any register relating to any particular property: N\$ 5,00
- (d) For any continuous search for information, for each hour or part thereof: N\$ 20,00
- (e) For any search not provided for in this item, for each hour: N\$ 5,00:

Provided that the Registrar may in his or her discretion charge half of the fees referred to in paragraphs (a), (c), (d) or (e), if the person requiring the information himself or herself or his or her representative searched for such information.

8. For furnishing to a local authority council a return containing particulars of properties transferred, for each property: N\$ 5,00

Exemptions

1. Any person engaged in research work of a historical nature or of general public interest may be permitted by the Registrar, subject to such conditions as the Registrar may determine, to search the records and registers free of the payment of any fee.
2. The Registrar may, notwithstanding the fees prescribed by item 6(a) or 6(b) issue to any person free of charge a copy of any deed, lease or sublease or cession thereof or mortgage or notarial bond which has inadvertently been lost, destroyed, or damaged by him or her.
3. No fees of office shall be payable in respect of -
 - (a) the performance of any act in the Deeds Registry if payment therefor would otherwise have to take place as a charge to the State Revenue Fund; or.
 - (b) the recording or writing off referred to in section 3(1)(w) of the Act.

ANNEXURE II**TARIFF OF CONVEYANCING AND NOTARIAL FEES,
(prescribed by regulation 65)****GENERAL**

1. (1) The fees specified in this Tariff shall include the fees for all correspondence and shall also include the fees for the following: The taking and giving of instructions, including the perusal of completed deeds of sale; the preparation and attendance on signature of all powers of attorney, declarations, affidavits, resolutions, status affidavits, company certificates, exchange control

certificates and other necessary preliminary and ancillary documents; the payment of transfer duty and of all rates levied by any lawful authority; the obtaining and making of all clearance or other certificates; the obtaining of endorsements or copies of documents from the Office of the Master of the High Court or other public office (except where otherwise provided); the perusal of memoranda and articles of association and trust deeds; the making of all necessary financial arrangements, including the provision and checking of guarantees and attending payment in terms thereof; the drawing and preparation of any document, including all copies thereof, required for execution or registration at a deeds registry and the obtaining of registration thereof, arranging simultaneous lodgement and registration with another conveyancer or other conveyancers, where necessary; the giving of all references required by the deeds registry for examination purposes; and all attendances at the deeds registry, but shall not include -

- (a) any attendance in connection with the drawing and execution of deeds of sale, deeds of donation, deeds of exchange, preliminary partition agreements, deeds of suretyship, acknowledgements of debts, or documents of a similar nature;
- (b) any separate act of registration of any other document which may be necessary before or in connection with such act of registration;
- (c) any attendance in connection with the resolution of a dispute between the transferor and the transferee arising from a deed of sale or any of the other documents referred to in paragraph (a) or from whatsoever cause;
- (d) any attendance arising from negotiations between the parties resulting in a further agreement or addendum or amendment to an existing agreement;

- (e) any consultation for the purpose of drafting an antenuptial contract; or
- (f) any attendance relating to the opening of a township register in terms of section 46 of the Act.

(2) Where the work necessary to perform any act under the Act or these regulations is partly performed by one legal practitioner, conveyancer, or notary (hereinafter called the instructed legal practitioner) on the instructions received from another legal practitioner, conveyancer, or notary (hereinafter called the instructing legal practitioner), both the instructed legal practitioner and instructing legal practitioner shall be entitled to a fee, apportioned as set out in the relevant Part in item 2.

(3) Where this Tariff provides for a specific or proportionate fee for lodgement, such fee shall mean the fee payable by the instructing legal practitioner to the instructed legal practitioner for all attendances in connection with the lodgement (and where necessary, registration) of any document, including arranging simultaneous lodgements, giving necessary references and all other attendances and correspondence in connection with such lodgement and registration, and shall be payable out of the total fee.

(4) For the purposes of this Tariff -

- (a) "a folio" means 100 printed or written words or figures or part thereof, and four figures shall be considered to be one word;
- (b) "final work" means the drawing and preparation of any documents for execution or registration at a deeds registry; obtaining registration thereof; arranging simultaneous lodgements with another conveyancer or conveyancers where necessary; giving all references required by the deeds office for examination purposes and all attendances at the deeds

office, and correspondence in connection with registration, but shall not include any separate act of registration of any other document which may be necessary before or in connection with the firstmentioned act of registration or for which special provision is made in this Tariff;

- (c) "preliminary work" means the taking and giving of instructions; preparation and attending signature of all powers of attorney; declarations, affidavits, resolutions and other necessary preliminary and ancillary documents, such as extracts from a company's memorandum or articles of association; payment of transfer duty and of all rates levied by any lawful authority; obtaining or making all clearance or other certificates; the obtaining of endorsements or copies of documents from the office of the Master or other public office (except where otherwise provided); the making of all financial arrangements, including the provision and perusal of guarantees and attending on payment in terms thereof, and all relevant correspondence, but shall not include any attendances in connection with the drawing and execution of general powers of attorney, deeds of sale, deeds of exchange, preliminary partition agreements, preliminary agreements with regard to any lease, servitude, or donation and documents of a similar nature and documents for which a special fee is provided for in this Tariff;

- (d) "value of property" means -

- (i) where transfer duty is payable, the purchase price of the property or the amount on which transfer duty is payable, whichever amount is the higher;

- (ii) where no transfer duty is payable in terms of section 9(2) of the Transfer Duty Act, 1993 (Act 14 of 1993), the purchase price of the property or the declared value as determined under that Act, whichever amount is the higher;
- (iii) where no transfer duty is payable in terms of any other provision of section 9 of the Transfer Duty Act, 1993, other than section 9 (2), but an official valuation (be it from a regional, village, town or municipal council or from the Master of the High Court) is available, then such valuation or the consideration paid for such property, whichever amount is the higher: Provided that where no official valuation is available, it shall be deemed to be the fair value of the property as defined in the Transfer Duty Act, 1993; or
- (iv) where no consideration is payable and no regional, village, town or municipal council or other official valuation is available, the value shall be deemed to be no less than N\$15 000,00.

CONVEYANCING AND NOTARIAL FEES

2. The fees for conveyancing and notarial work shall be as follows:

Part I: Conveyance of ownership of immovable property (other than partition transfer)

- (a) For all work in connection with obtaining of conveyance of ownership of immovable property in any manner not specifically mentioned elsewhere in this Tariff, the fee shall be as set out in Column B of Schedule 1 to this Tariff: Provided that in the case of a conveyance in terms of the second proviso to section 16 and in terms of sections 31, 45, 45bis (bonds excluded) of the Act,

and in the case of all property transactions in which the value of the property is N\$60 000,00 or less, and in respect of which a certificate is issued by the appropriate governmental or other institution to the effect that the property in question is of a low cost housing nature, the fee shall be 50% of the amount set out in Column B of the said Schedule I.

- (b) For more than one property included in the same instrument of conveyance, for each additional property an additional fee of N\$50,00.
- (c) Apportionment of the fees set out in this Part:
 - (i) For conveyance by means of a deed of transfer:

Preliminary work	66,67%
Final work	33,33%
 - (ii) For conveyance in terms of the second proviso to section 16 and in terms of sections 31, 45, and 45bis of the Act: Lodgement 20%, with a minimum of N\$ 50,00

Part II

- (a) For endorsement of title deeds or bonds in terms of sections 24bis(2) and 25(3) of the Act and in terms of the Administration of Estates Act, 1965 (Act 66 of 1965), including the drawing of all necessary documents, the obtaining of necessary ancillary documents, consents and certificates from the Master and Registrar of Deeds and all necessary attendances

and correspondence in connection therewith	N\$250,00
(b) For more than one property or bond included in the same application, for each additional property or bond an additional fee of	N\$ 50,00
(c) Apportionment of the fees set out in this Part: Lodgement	N\$ 75,00

Part III: Partition Transfers

(a) For the drawing and registration of each deed of partition transfer, including all preliminary and other work in connection therewith, but excluding attendances in connection with the framing of any provisional agreement:	N\$750,00
(b) For each additional property or subdivision transferred in any one deed, an additional fee of:	N\$ 50,00
(c) Apportionment of the fees set out in this Part: Preliminary work	50%
Final work	50%

Part IV

(a) (i) For certificates of title under sections 18, 34, 35, 36, 38, 39, 43, 46 and 64 of the Act and certificates of Substituted Title under the provisions of the Deeds Registries Proclamation, 1920 (Proclamation 8 of 1920)	N\$400,00:
--	------------

	Provided that in cases where the registration of any of the said certificates results in the sub-division of a property, the fee shall be	N\$625,00
(ii)	For all matters falling under this paragraph, for each additional property an additional fee of	N\$ 50,00
(b)	(i) For certificates of consolidated title under section 40 and certificates of uniform title under section 42 of the Act - N\$625,00, or a fee assessed according to the length and complexity thereof.	
	(ii) For every additional constituent property after the first two properties, an additional fee of	N\$ 50,00
(c)	Apportionment of the fees set out in this Part:	
	Preliminary work	33,33%
	Final work	66,67%

Part V: Bonds

- (a) For mortgage bonds, including surety mortgage bonds, the fee shall be as set out in Column B of Schedule 2 to this Tariff: Provided that in all bonds where the amount is N\$60 000,00 or less and a certificate is issued by the appropriate governmental or other institution to the effect that

the property in question is of a low cost housing nature, the fee shall be 50% of the amount set out in Column B of Schedule 2.

- | | | | |
|-----|------|--|------------|
| (b) | (i) | For collateral bonds, being mortgage bonds passed as additional security for another bond, where the collateral bond is being registered in the same deeds registry | N\$350,00 |
| | (ii) | For a collateral bond being registered in another deeds registry | N\$375,00. |
| (c) | | For any waiver in terms of regulation 30(6) when included in a bond, an additional fee of | N\$200,00 |
| (d) | | For more than one property included in any bond referred to in paragraph (a) or (b) of this Part, for each additional property an additional fee of | N\$ 50,00 |
| (e) | | For purposes of determining a fee charged under paragraph (a) of this Part, the amount of the bond on which stamp duty is being levied shall be used, and in the event of a bond exempted from stamp duty, the amount on which stamp duty would have been levied had the bond in question not been exempted shall be used. | |
| (f) | | Apportionment of the fees set out in this Part: | |

Preliminary work	66,67%
Final work	33,33%

Part VI: Notarial bonds

- (a) For notarial bonds, including surety notarial bonds:
- (i) (aa) for bonds securing an amount up to and including N\$100 000,00, a basic fee of N\$200,00
- (bb) for bonds securing an amount over N\$100 000,00, a basic fee of N\$300,00;
plus
- (ii) the relevant amount as set out in Column B of Schedule 2 to this Tariff.
- (b) For a collateral notarial bond passed as additional security for a mortgage bond or another notarial bond between the same parties N\$650,00.
- (c) For purposes of determining a fee charged under paragraph (a) of this Part, the amount of the bond on which stamp duty is being levied shall be used, and, in the event of a bond exempted from stamp duty, the amount on which stamp duty would have been levied had the bond in question not been exempted shall be used.

(d) Apportionment of the fees set out in this Part:

Preliminary work 50%

Final work 50%

Where instructing notary prepares and attests the
deed, for lodgement

N\$100,00

Part VII: Marriage contracts

- (a) For drawing contracts and necessary copies,
-
- attending on execution, notarial attestation
-
- and registration, including all correspondence

N\$160,00

(b) Apportionment of the fees set out in this Part:

Preliminary work 50%

Final work 50%

Where instructing notary prepares and executes
the contract, for lodgement

N\$ 50,00

Part VIII: Other notarial deeds

- (a) For drawing and registering any notarial waiver
-
- of preference by mortgagee, usufructuary, or
-
- other holder of a limited interest, or other no-
-
- tarial consent required under the Act or these
-
- regulations

N\$350,00.

- (b) For drawing and registering any notarial lease,
-
- servitude, donation, or other notarial deed
-
- (other than those elsewhere specially provided

for in this Tariff), a fee assessed according to the length and complexity thereof.

(c) Apportionment of fees set out in this Part:

Preliminary work 50%

Final work 50%

Where instructing notary prepares and exe-

cutes the deed, for lodgement N\$100,00

Part IX : Cancellation, cession or variation of bonds, release of persons or property from bonds, and waiver of preference in regard to ranking of bonds

- (a) (i) For drawing consent to cancellation of bond, consent to cancellation of cession of bond, release of property or person from a bond, consent to reduction of cover, consent to part payment of capital, drawing waiver of preference in regard to the ranking of a bond, waiver of preference in respect of real rights in land, consent of mortgagee, usufructuary, lessee, or holder of other limited interest required by the Act or these regulations and not otherwise provided for in this Tariff (not notarial) and attending registration thereof, including instructions, correspondence and all relevant attendances on the Office of the Master of the High Court.....

N\$250,00:

Provided that in cases where there are no financial arrangements to be made by the

	conveyancer, the fee shall be	N\$200,00
(ii)	For attending to all matters referred to in paragraph (a) (I) in respect of any second or subsequent bond or bonds when such document or documents has or have been drawn by the same conveyancer who drew the corresponding documents in connection with the first bond between the same parties over the same property, and such documents are or can be lodged simultaneously as a set, per bond	N\$ 50,00
(iii)	For more than two properties included in any release referred to in paragraph (a)(i) or (ii) of in this Part, for each additional property over and above the first two properties, an additional fee of	N\$ 30,00
(b)	For drawing cession of bond or application for endorsement of a bond in terms of sections 45 and 45bis of the Act, including instructions and drawing consent of mortgagor where necessary, attendance on mortgagor and mortgagee, correspondence and all relevant attendances including registration, but excluding attendances on the Office of the Master of the High Court	N\$250,00:
	Provided that in cases where there are no financial arrangements to be made by the conveyancer the fee shall be	N\$200,00

- (c) For drawing agreement varying the terms of a bond, including instructions, attendances on mortgagor and mortgagee, correspondence and all relevant attendances including registration, a fee assessed according to the length and complexity thereof, with a minimum fee of N\$250,00 and a maximum fee of N\$500,00.
- (d) (i) For drawing consents to substitution in terms of section 24bis(3), 45(2) (b) or 45bis(2) of the Act, including instructions, all attendances on mortgagee and new debtor, correspondence and miscellaneous attendances on the Office of the Master of the High Court N\$250,00:
- Provided that in cases where there are no financial arrangements to be made by the conveyancer, the fee shall be N\$200,00
- (ii) For drawing consents to substitution in terms of section 57 of the Act, including instructions, all attendances on mortgagee and new debtor, correspondence and miscellaneous attendances, including registration but excluding attendances on the Office of the Master of the High Court the fee shall be 50% of the fees for bonds as set out in Schedule 2 to this Tariff.
- (e) If any of the documents referred to in this Part

are required to be signed by more than one mortgagee, mortgagor, usufructuary, lessee, or holder of any other limited interest, for each such additional person after the first, an additional fee of

N\$ 50,00

- (f) Where it is necessary to attend on the Office of the Master of the High Court in connection with any of the matters referred to in paragraphs (a)(i), (b) and (d) of this Part, the following additional fees shall be allowed:

- (i) for obtaining any Master's Certificate, per estate for any number of certificates which are or can be applied for simultaneously

N\$ 50,00

- (ii) for obtaining copies of all necessary documents which are or can be included in one application, per estate

N\$ 50,00

- (g) Apportionment of the fees set out in this Part:

- (i) Paragraphs (a)(i), (b), (c) and (d): for lodgement

N\$ 60,00

- (ii) Paragraph (a)(ii): for lodgement

N\$ 20,00

- (iii) Paragraphs (f)(i) and (ii): instructed conveyancer

N\$ 40,00

Part X

- (a) For attendance on behalf of transferor or transferee, mortgagor or mortgagee, or any other

person, supervising the registration of the transfer or bond or supervising the bond, when the documents are being prepared and lodged by another conveyancer, including all instructions, correspondences and miscellaneous attendances relevant to such supervision -

- | | | |
|------|---|------------|
| (i) | where the value of the property or amount of the bond does not exceed N\$60 000,00 | N\$ 60,00 |
| (ii) | where the value of the property or amount of the bond exceeds N\$60 000,00 | N\$110,00 |
| (b) | For instructions and attendances on the inspecting, checking, arranging and lodging for endorsement of any amendment of title in terms of section 44 of the Act, including of all necessary attendances | N\$ 95,00 |
| (c) | For attending deeds registry for certificate of any act of registration required | N\$ 50,00 |
| (d) | For drawing application for endorsement in terms of section 46 of the Act and attendances on lodging title deed for endorsement | N\$325,00. |
| (e) | (i) For procuring registration of change of name - | |
| | (aa) where no advertisement is required | N\$75,00; |
| | plus | |
| | for every extra deed after the first deed | N\$ 15,00 |

- | | | |
|-------|---|------------|
| (bb) | where advertisement is required | N\$150,00; |
| | plus | |
| | for every extra deed after the first deed | N\$ 15,00 |
| | | |
| (ii) | For procuring an amendment of any deed | |
| | in terms of section 4(1) (b) of the Act | N\$ 65,00; |
| | plus | |
| | for every extra deed | N\$ 15,00 |
| | | |
| (iii) | For preparing and lodging consent of any | |
| | interested party, including any bondholder | |
| | to any amendment in terms of this item | N\$ 50,00 |
| | | |
| | <p>(Note: The fee prescribed in this paragraph include instructions, the drawing of necessary applications, correspondence and all relevant attendances and, where advertising is necessary, also include the drawing up and placing of the necessary advertisements.)</p> | |
| | | |
| (iv) | For attendance in order to obtain an endorsement on any deed reflecting the conversion of a company to a close corporation and vice versa | N\$ 75,00; |
| | plus | |
| | for every extra deed after the first | N\$ 15,00 |
| | | |
| (f) | (i) For attendance and searching at deeds registry for information required, other than information required for preparation or registration of a deed, including instructions, correspondence and all relevant atten- | |

	dances, per quarter hour or part thereof	N\$ 30,00.
(ii)	Reporting per folio	N\$ 20,00
(g)	For drawing of an application for a certified copy of a deed, registered lease or any mortgage or notarial bond for a purpose referred to in regulation 53, including instructions, application to Registrar, filing of all necessary documents for registration, correspondence and all relevant attendances	N\$150,00
(h)	For attendances in order to obtain a certified copy of any deed or document from deeds registry for any purpose other than a purpose referred to in regulation 53, including instructions, filing of the necessary documents, correspondence and all other relevant attendances	N\$ 50,00;
	plus	
	for every deed after the first for which may be applied for in the same application	N\$ 15,00
(i)	For attendances on Surveyor-General for the metrication or amendment of any diagram or the obtaining of a copy of any diagram from the Surveyor General, including instructions, application, correspondence and all relevant attendances	N\$ 50,00;
	plus	
	for every diagram after the first which can be applied for in the same application	N\$ 15,00

(j) For attendance on local or other authority -

(i) to obtain approval, in terms of any law, of subdivisio-
 n-
 al diagrams and obtaining certi-
 ficates or other documents from the Town-
 ships Board or other relevant authority, in-
 cluding all attendances to obtain supporting
 certificates and other documents N\$ 75,00

(ii) for any endorsement on a power of attor-
 ney or diagram N\$ 40,00

(k) (i) For drawing any affidavit or applica-
 tion in regard to any separate act of
 registration or endorsement not spe-
 cifically mentioned in this Tariff, or
 for the creation of township condi-
 tions against the remainder of the
 property, or for the lapsing of any
 condition of title or personal servi-
 tude (excluding a usufruct, usus or
 habitatio), including the taking and
 giving of instructions, correspon-
 dence and all other attendances in
 connection with such affidavit or
 application N\$ 65,00;

plus

for drawing each extra folio of an affi-
 davit or application where such docu-
 ment exceeds one folio in length N\$ 15,00

(ii)	For attendances on the Office of the Master of the High Court in order to obtain all necessary endorsements in connection with any matter referred to in this paragraph, per estate	N\$ 30,00
(iii)	For drawing a general power of attorney and all relevant attendances, including registration	N\$100,00
(iv)	For drawing and signing a certificate in terms of section 42(1) of the Administration of Estates Act, 1965 (Act No 66 of 1965), including investigations and attendances on the Office of the Master of the High Court, per estate for any number of certificates	N\$ 65,00
(v)	For drawing any application for registration of lapse of usufruct, habitatio, or usus (not notarial).....	N\$160, 00
(l)	(i) For drawing a cession of servitude in terms of Form HH as provided under section 32 of the Act, including instructions, correspondence, registration and all other relevant attendances	N\$200,00
	(ii) For more than one property included in the same cession, for each additional pro-	

	party an additional fee of	N\$ 50,00
(m)	For attending on filing at the Deeds Registry of any document relating to any person, partnership, association, or company, where such filing is independent of any particular act of registration being attended to by that conveyancer, including instructions, correspondence and all relevant attendances	N\$ 50,00
(n)	For attendance on taxation where required, including all necessary relevant attendances and correspondence: a fee equal to 5% of the fees allowed on taxation shall be chargeable by the conveyancer submitting the bill of costs, and a fee equal to 5% of the total fees originally reflected in that bill of costs shall be chargeable by the conveyancer opposing taxation, subject to a minimum fee of N\$30,00 in respect of each conveyancer.	
(o)	Apportionment of the fees set out in this Part	
(i)	paragraphs (a) and (b):	
	Preliminary work	33,33%
	Final work	66,67%
(ii)	paragraphs (d), (e)(i)(aa) and (bb), (e)(ii), (e)(iii), (f), (h), (i), (j)(i) and (ii), (k)(i) and (iii), (l)(i) and (ii), and (m):	
	instructing legal practitioner.....	50%

	instructed legal practitioner	50%
(iii)	paragraph (b): for lodgement	N\$ 30,00
(iv)	paragraph (g): for lodgement	N\$ 50,00
(v)	paragraph (k)(ii): instructed legal practitioner	N\$ 30,00
(vi)	paragraph (k)(iv): instructed legal practitioner	N\$100,00

Note:

- 1.1 Fees and percentages specified in this Tariff shall be nett and shall not be subject to any allowance, the customary one-third allowance having been taken into account in the apportionments.
- 1.2 Where the instructing legal practitioner merely takes instructions from his or her client and thereafter sends his or her whole "file" to the instructed legal practitioner who then does all the work, the former shall, as a general rule, be entitled to 20 per cent and the latter to 80 per cent of the fee where the fee is divided on a percentage basis.)

APPORTIONMENT OF FEES FOR PRELIMINARY WORK

3. Where a legal practitioner who attends to the preliminary work in connection with any conveyancing matter requests another legal practitioner to do part of that preliminary work, the former shall from his or her share of the fees pay to the latter the following:

- | | | |
|-----|--|------------|
| (a) | For obtaining all necessary endorsements from the Master for any number of certificates which are or can be applied for simultaneously, per estate | N\$ 30,00 |
| | | |
| (b) | For obtaining copies of documents required for lodgement in the deeds office, which are or can be included in one application (exclusive of searches), per application | N\$ 15,00 |
| | | |
| (c) | For obtaining a clearance or other similar certificate from a public or local authority or a body corporate, per certificate | N\$ 20, 00 |
| | | |
| (d) | For attending on payment of transfer duty and uplifting receipt | N\$ 20,00 |
| | | |
| (e) | For any other attendance not mentioned in paragraph (a), (b) or (c), per half hour or part thereof | N\$ 20,00 |
| | | |
| (f) | For drawing any document, per folio or part thereof | N\$ 15,00 |
| | | |
| (g) | For perusing and certifying guarantee for payment | N\$ 20,00 |

(Note: the above fees shall be nett and shall not be subject to any allowance, the customary one-third allowance having been taken into account)

WASTED COSTS

4. The following shall be a guideline for the apportionment of fees where a mandate is terminated at any stage before execution or registration, as the case may be:

	Total fee
(a) For attendances on taking instructions and planning transaction, 20% of prescribed fee	20%
(b) For drawing preliminary documents, an additional 20% of prescribed fee	40%
(c) For attendances on signatures of preliminary documents, an additional 10% of prescribed fee	50%
(d) For attendances on completion of all necessary financial arrangements before lodgement, an additional 20% of prescribed fee	70%
(e) For drawing and preparing deed for execution or document for registration, an additional 10% of prescribed fee	80%
(f) For lodgement, an additional 10% of prescribed fee	90%

APPLICATION OF THIS TARIFF

5. This Tariff shall apply only in relation to any act -
- (a) in respect of which the fees referred to in regulation 65 of these regulations shall be payable; and
 - (b) which is performed by a legal practitioner, a notary or a conveyancer in connection with any transaction in respect of which he or she received an instruction on or after the date of commencement of these regulations.

*Subst by Gov N 36/04***SCHEDULE 1**

COLUMN A	COLUMN B
Value of property	Fees for conveyance of immovable property
N\$15 000 or less	N\$ 600
Over N\$ 15 000 up to and including N\$ 30 000	N\$ 900
Over N\$ 30 000 up to and including N\$ 45 000	N\$1 100
Over N\$ 45 000 up to and including N\$ 60 000	N\$1 300
Over N\$ 60 000 up to and including N\$ 70 000	N\$1 585
Over N\$ 70 000 up to and including N\$ 80 000	N\$1 655
Over N\$ 80 000 up to and including N\$ 90 000	N\$1 750
Over N\$ 90 000 up to and including N\$100 000	N\$1 845
Over N\$100 000 up to and including N\$125 000	N\$1 945
Over N\$125 000 up to and including N\$150 000	N\$2 055
Over N\$150 000 up to and including N\$175 000	N\$2 160
Over N\$175 000 up to and including N\$200 000	N\$2 280
Over N\$200 000 up to and including N\$250 000	N\$2 505
Over N\$250 000 up to and including N\$300 000	N\$2 730
Over N\$300 000 up to and including N\$350 000	N\$2 960
Over N\$350 000 up to and including N\$400 000	N\$3 185
Over N\$400 000 up to and including N\$450 000	N\$3 410
Over N\$450 000 up to and including N\$500 000	N\$3 635
Over N\$500 000	N\$3 635 for the first N\$500 000 plus N\$440 per N\$100 000 or part thereof above that up to and including N\$1 000 000 whereafter the fee shall be N\$220 per N\$100 000 or part thereof up to and including N\$5 000 000, whereafter the fee shall be N\$110 per N\$100 000.

SCHEDULE 2

COLUMN A		COLUMN B
Amount of Bond		Fees for Mortgage Bonds
N\$400 or less		N\$ 165
Over N\$ 400 up to and including N\$ 1 000		N\$ 205
Over N\$ 1 000 up to and including N\$ 2 000		N\$ 235
Over N\$ 2 000 up to and including N\$ 4 000		N\$ 285
Over N\$ 4 000 up to and including N\$ 6 000		N\$ 320
Over N\$ 6 000 up to and including N\$ 8 000		N\$ 370
Over N\$ 8 000 up to and including N\$ 10 000		N\$ 410
Over N\$ 10 000 up to and including N\$ 12 000		N\$ 435
Over N\$ 12 000 up to and including N\$ 14 000		N\$ 490
Over N\$ 14 000 up to and including N\$ 16 000		N\$ 525
Over N\$ 16 000 up to and including N\$ 18 000		N\$ 575
Over N\$ 18 000 up to and including N\$ 20 000		N\$ 625
Over N\$ 20 000 up to and including N\$ 25 000		N\$ 685
Over N\$ 25 000 up to and including N\$ 30 000		N\$ 725
Over N\$ 30 000 up to and including N\$ 35 000		N\$ 800
Over N\$ 35 000 up to and including N\$ 40 000		N\$ 855
Over N\$ 40 000 up to and including N\$ 45 000		N\$ 915
Over N\$ 45 000 up to and including N\$ 50 000		N\$ 970
Over N\$ 50 000 up to and including N\$ 60 000		N\$1 010
Over N\$ 60 000 up to and including N\$ 70 000		N\$1 100
Over N\$ 70 000 up to and including N\$ 80 000		N\$1 150
Over N\$ 80 000 up to and including N\$ 90 000		N\$1 215
Over N\$ 90 000 up to and including N\$100 000		N\$1 290
Over N\$100 000 up to and including N\$125 000		N\$1 345
Over N\$125 000 up to and including N\$150 000		N\$1 410
Over N\$150 000 up to and including N\$175 000		N\$1 450
Over N\$175 000 up to and including N\$200 000		N\$1 500
Over N\$200 000 up to and including N\$250 000		N\$1 705
Over N\$250 000 up to and including N\$300 000		N\$1 920
Over N\$300 000 up to and including N\$350 000		N\$2 125
Over N\$350 000 up to and including N\$400 000		N\$2 335
Over N\$400 000 up to and including N\$450 000		N\$2 540
Over N\$450 000 up to and including N\$500 000		N\$2 755
Over N\$500 000		N\$2 755 for the first N\$500 000 plus N\$400 per N\$100 000 or part thereof above that up to and including N\$1 000 000 whereafter the fee shall be N\$200,00 per N\$100 000 or part thereof up to and inclu- ding N\$5 000 000 whereafter the fee shall be N\$100,00 per N\$100 000.

ANNEXURE III**PRESCRIBED FORMS****Form D***Subst by Gov N 36/021*

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED GOVERNMENT TITLE(In terms of section 18 of Deeds Registries Act,
1937 (Act 47 of 1937).)

Whereas the Government of Namibia has applied under section 18 of the Deeds Registries Act, 1937, for the issue to the Government of Namibia of a certificate of registered Government title in respect of the undermentioned land, being a piece of unalienated Government land which has been separately surveyed and is shown on the diagram annexed hereto.

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said Government of Namibia or its assigns is the registered owner of (here describe the land giving the name, registered number, registration division and the area and a reference to the annexed diagram).

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form E

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

DEED OF TRANSFER

Be it hereby made known:

That appeared before me the Registrar of Deeds at he/she, the said appearer, being duly authorised thereto by a power of attorney granted to him/her by dated the day of and signed at and the said appearer declared that (here insert an appropriate recital of the nature of the transaction or the circumstances necessitating transfer) and that he/she in his/her capacity aforesaid, did, by these presents, cede and transfer, in full and free property, to and on behalf of his/her heirs, executors, administrators, or assigns, (here describe the land or share therein to be conveyed, including the name, registered number, registration division and the ~~area~~, and comply with the regulations relating to extending clause and insertion of conditions).

Wherefore the appearer, renouncing all the rights and title (insert name of transferor) heretofore had to the premises, did, in consequence also acknowledge (him or her, his or hers, or it, etc.) to be entirely dispossessed of, and disentitled to the same and that, by virtue of these presents, the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights; and finally, acknowledging (here quote the purchase price).

Signed at, on, together with the
appearer, and confirmed with my seal of office.

.....
Signature of appearer

In my presence.

.....
Registrar of Deeds

(N.B. In case of donation transfers, if a signed acceptance is lodged with the deed, such acceptance should be quoted in the recital and no further reference would be necessary. If it is desired to insert an acceptance clause in the deed, such must appear immediately before the "signed at" clause.)

Form F

Prepared by me:

.....
Conveyancer

(State surname and initials in block letters)

DEED OF PARTITION TRANSFER

(In terms of section 26 of the Deeds Registries Act, (Act 47 of 1937).)

Be it hereby made known:

That appeared before me Registrar of Deeds at
..... he/she, the said appearer, being duly authorised thereto by a power of
attorney granted to him/her by (insert names of parties to partition)

..... dated the day of and signed at, and the said appearer declared that whereas his/her said principals heretofore held and possessed in joint ownership the (here describe the land to be partitioned, giving the share held by the transferee and the service number and year of his/her title) and whereas the said joint owners have agreed to partition the said land by subdividing the same according to their respective interests therein and receiving transfer in severalty of such subdivided portions.

Now, therefore, the said appearer, in his/her capacity aforesaid and in pursuance of the above in part recited agreement, declared that he/she did by these presents, cede and transfer in full and free property unto and on behalf of the said, his/her heirs, executors, administrators, or assigns (here describe the land giving the name, registered number, registration division and the ~~area~~, and comply with the regulations relating to extending clause and insertion of conditions: all the titles under which the land is held must be quoted with the years thereof).

Subst by
gov N 36/04

Wherefore the appearer, renouncing all the rights and title his/her principals heretofore jointly had to the premises, on behalf as aforesaid, did, in consequence, also acknowledge his/her said principals with the exception of the above transferee to be entirely dispossessed of and disentitled to the land hereby transferred and that, by virtue of these presents, the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights; and finally, acknowledging his/her remaining principals to have received as a consideration transfer on this day of their respective (portion, portions or share in, as the case may be) in the landed property partitioned as aforementioned.

Signed at, on, together with the appearer, and confirmed with my seal of office.

.....

Signature of Appearer

In my presence:

.....

Registrar of Deeds

Form G

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

DEED OF TRANSFER

(By virtue of section 31 of the Deeds Registries Act, (Act 47 of 1937).)

Be it hereby known:

That whereas the undermentioned land has been (here state whether expropriated or vested in, and quote the authority in either event) which land is at present registered in the Deeds Registry at in the name of under Deed of No. /19....

And whereas a certificate has been furnished to me in terms of subsection (4)(a) of section 31 of the Deeds Registries Act, 1937, the transferee to the effect that the

provisions of any law in connection with the change of ownership in the land in consequence of expropriation and vesting, have been complied with.

Now, therefore, by virtue of the authority vested in me by the said Act, I, the said Registered of Deeds at do, by these presents, cede and transfer in full and free property to and in favour of (here insert the name of the transferee entitled to claim transfer), its successors in title or assigns (here describe the property giving the name, registered number and registration division, and comply with regulations relating to extending clause and insertion of conditions).[^]

Inserted by
Gov N 36/04

Wherefore the said (registered owner referred to in first paragraph) is entirely dispossessed of and disentitled to the said land, and that by virtue of the said expropriation (if transfer is by reason of an expropriation by the State) or by virtue of these presents (in other cases) the said, its successors in title, or assigns, now is and hereafter shall be entitled thereto conformably to local custom (add "the State, however, reserving its rights" where the State is not the transferee).

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form H

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

DEED OF TRANSFER

(By virtue of section 33 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Be it hereby made known:

That in obedience to an Order of the,
I, the Registrar of Deeds at by virtue thereof, cede and transfer in
full and free property to and on behalf of,
his/her heirs, executors, administrators, or assigns, certain (here describe the property
giving the name, registered number and registration division, and comply with the
regulations relating to extending clause and insertion of conditions) and that by virtue
hereof the said, his/her heirs, executors,
administrators, or assigns, now is and henceforth shall be entitled thereto conformably
to local custom, the State, however, reserving its rights.

*Inserted by
RCA 36/96*

Signed at, on, and confirmed with
my seal of office.

.....

Registrar of Deeds

(N.B.: This form may be adopted for Transfers ordered by the Court)

Form I

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED TITLE

(Issued under section 37 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate Registered Title under the provisions of section of the Deeds Registries Act, 1937, and whereas he/she is the registered owner of the undermentioned land held by him/her under deed of (quote title) No. /19...

Now, therefore, pursuant to the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of certain (here describe the land giving the name, registered number and registration division, and comply with the regulations relating to extending clause and insertion of conditions) and that by virtue of these presents (he, she or it) is now and henceforth shall be entitled thereto conformably to local customs, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Inserted by
Gov N 36/104

Form J

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED TITLE

(Issued under section 37 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Registered Title under the provisions of subsection (2) of section 34 of the Deeds Registries Act, 1937, in lieu of (describe the deed) No. 19/.... which has been lost or destroyed and whereas the land therein described is held in joint ownership and the share held by the applicant under the aforementioned deed is that hereunder described.

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land giving the name, registered number and registration division, and comply with the regulations relating to extending clause and existing conditions).

*Inserted by
GWN 36/04*

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

A

Form K**LOST TITLE-DEED**

(Form of publication in terms of section 38 of the Deeds Registries Act 1937

(Act 47 of 1937).)

Notice is hereby given that under the provisions of section 38 of the Deeds Registries Act, 1937, I, the Registrar of Deeds at intend to issue a Certificate of Registered Title in lieu of (here describe the deed) No. /19.... passed by (here insert the name of the transferor) in favour of (here insert the name of the person in favour of whom the deed was passed) in respect of certain (here insert the description of the property) which has been lost or destroyed.

Inserted by
Gaz N 36/04

All persons having objection to the issue of such Certificate are hereby required to lodge the same in writing with the Registrar of Deeds at within six weeks after the date of the first publication in the *Gazette*.

Signed at on

.....

Registrar of Deeds

Form L

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED TITLE IN LIEU OF A LOST DEED

(Issued under section 38 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Registered Title in lieu of (describe the deed) No.
...19/..... which has been lost or destroyed, and whereas it appears that he/she is the registered owner of the land hereinafter described;

Now, therefor, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land giving the name, registered number and registration division, and comply with the regulations relating to existing conditions, giving extending clause where a diagram is not annexed).

*Inserted by
G.A. 11/36/104*

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form M

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED TITLE

(Issued under section 39(1) of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Registered Title in terms of section 39(1) of the said Deed Registry Act, 1937;

And whereas the said is the registered owner of the hereinafter-mentioned property under Deed of Transfer No. /19.....;

And whereas the said property was again transferred to the said under Deed of Transfer No. /19..... registered this day in order to correct an error in registration;

And whereas the said now holds the said property under two deeds of transfer and it is necessary to rectify the aforesaid registrations;

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at, do hereby certify that the said, his/her heirs executors, administrators, or assigns, is the registered owner of (here describe the land giving the name, registered number and registration division, and comply with the regulations relating to extending clause and existing conditions).

Inserted by
Gw N 36/04

(N.B. - Both titles under which applicant holds the property must be quoted.)

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form N

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED TITLE

(Issued under section 39(3) of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Registered Title in lieu of (describe the deed) No. /19..... free of the (conditions) or (servitudes) therein reading (quote the conditions or servitudes affected) which (have lapsed by merger duly noted or have been cancelled, as the case may be) and whereas it appears that he/she is the registered owner of the land hereinafter described;

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land giving the name, registered number and registration division) and comply with the regulations relating to extending clause and existing conditions).

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Inserted by
GJW N 36/04

Or use the following alternative form, not quoting conditions or servitudes affected:

Whereas has applied for the issue to him/her of a Certificate of Registered Title in lieu of (describe the deed) No./19.... free of the (conditions) or (servitudes) therein which (have lapsed by merger duly noted or have been cancelled, as the case may be) and whereas it appears that he/she is the registered owner of the land hereinafter described.

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land, giving the name, registered number and registration division, and comply with the regulations relating to extending clause and existing conditions).

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form O

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF CONSOLIDATED TITLE

(Issued under section 40 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Consolidated Title under the provisions of section 40 of the Deeds Registries Act, 1937;

And whereas he/she is the registered owner of (here describe the pieces of land, omitting the areas) held under deeds of (describe the title) Nos. /19.... which have been consolidated into the land hereinafter described;

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land, giving the name, registered number and registration division, and comply with the regulations relating to conditions).

Inserted by
JGU N 36/04

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form Q

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF UNIFORM TITLE

(Issued under section 42 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Uniform Title under section 42 of the Deeds Registries Act, 1937, and whereas it appears that he/she is the registered owner of (here described the piece or pieces of land, omitting areas) under deed or deeds of (here describe the title or titles with reference to the serial number and year thereof) which (is or are) held (describe under what conditions of tenure, or subject to what rights reserved in favour of the State. If section 42(1) applies, also state that the pieces of land have been consolidated into the land hereinafter described).

And whereas the Minister of Lands, Resettlement and Rehabilitation has by written consent agreed to the issue of a Certificate of Uniform Title in relation to the aforesaid land subject to the undermentioned (describe whether uniform conditions of tenure or reservation of uniform rights in favour of the State).

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land giving the name, registered number and registration division, and insert the conditions approved by the said Minister).

*Inserted by
Gov N 36/04*

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form R

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED TITLE

(Issued under section 43 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Registered Title under section 43 of the Deeds Registries Act, 1937, in respect of the undermentioned land, being a portion of the land registered in his/her name (here described the title-deed under which applicant holds);

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of (here describe the land, giving the name, registered number and registration division, and comply with the regulations relating to the diagram deed and conditions).

Inserted by
yu n 36/4

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....
Registrar of Deeds

Form T

Prepared by me:

.....
~~Conveyancer~~

(State surname and initials in block letters)

*Subst. by
JCV 36/09*

**(Form of consent by survivor and the legal holder of a Bond
under section 45 of the Deeds Registries Act, 1937 (Act 47 of 1937).)**

I,, the surviving spouse of the late
..... and the mortgagor under Bond No. /19.....
..... passed by me in favour of for the
sum of do hereby :

- (a) Consent to the release of the estate of my said late spouse from liability under the said Bond;
- (b) assume full liability for all indebtedness under the said Bond; and

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....
Registrar of Deeds

Form T

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

**(Form of consent by survivor and the legal holder of a Bond
under section 45 of the Deeds Registries Act, 1937 (Act 47 of 1937).)**

I,, the surviving spouse of the late
..... and the mortgagor under Bond No. /19.....
..... passed by me in favour of for the
sum of do hereby :

- (a) Consent to the release of the estate of my said late spouse from liability under the said Bond;
- (b) assume full liability for all indebtedness under the said Bond; and

*Deleted by
Gov N. 193/96*

- (c) consent to the substitution of myself as the sole debtor in respect of the said Bond; and

I,, the legal holder of the aforementioned Bond do hereby consent to the release, assumption of liability and substitution of debtor as aforesaid.

Signed at on

.....

Signature of Survivor

As witness:

.....

.....

Form V

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF TOWNSHIP TITLE

(Issued under section 46 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Township Title under section 46 of the Deeds Registries Act, 1937, and whereas he/she is the registered owner of (here described the land held under his/her title-deed) under Deed of Transfer (or Grant or Certificate of Title) No. /19...., and

whereas he/she has laid out a township called upon a portion of the aforesaid land, hereinafter described:

Now, therefore, I, the Registrar of Deeds at do hereby certify that the said, his/her heirs, executors, administrators, or assigns, is the registered owner of a certain portion (describe it) now known as the township of of the farm (give the name, registered number and registration division), *Subst by Gov N 36/04* ~~measuring~~ as will more fully appear from diagram S.G. No. hereunto annexed, approved by the Surveyor General on the (here comply with the regulations relating to extending clause and conditions).

And that by virtue of these presents the said, his/her heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form W

Inserted by Gov. N. 193/96
Subst 'Conveyancer' in Form W by Gov N 36/04
Form Z is amended by Gov N 36/04

Signed at on

.....

Signature of mortgagee

As witness:

.....

.....

And I,, the transferee aforesaid, having read the above consent of the legal holder of the Bond, do hereby consent to accept transfer of the land subject to such Bond and to be substituted for the transferor as debtor thereunder and hereby assume full liability for the indebtedness under the said Bond in terms of the provisions of the said Act.

Signed at on

.....

Signature of Transferee

As witness:

.....

.....

(N.B.: Note the provisions of section 57(4) of the said Act.)

*Inserted by
Gov. N. 193/96*

Form 2

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

CERTIFICATE OF REGISTERED REAL RIGHTS

(Issued under section 64 of the Deeds Registries Act, 1937 (Act 47 of 1937).)

Whereas has applied for the issue to him/her of a Certificate of Real Rights under section 64 of the Deeds Registries Act, 1937, and whereas he/she is the holder of (here describe the nature of the real right) in and upon the undermentioned land under and by virtue of (here describe the deed conferring title to the real right).

Now, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the said is the registered holder of (here describe the nature of the right) in and upon (here describe the property giving the name, registered number and registration division) subject and entitled to the following conditions (if any)
.....

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form A.A.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters)

COLLATERAL MORTGAGE BOND

Be it hereby made known:

That appeared before me the Registrar of Deeds at he/she, the said appearer, being duly authorised thereto by a power of attorney granted to him/ her by dated and signed at, and the said appearer declared that:

Whereas his/her principal, the said, is truly and lawfully indebted to (hereinafter styled the mortgagee) in the sum of arising from and being as security for which indebtedness Mortgage Bond No. (hereinafter called the principal bond) was registered in the Deeds Registry at on the over the property thereby specially hypothecated.

And whereas the said mortgagee requires the indebtedness of the appearer's principal under the principal bond to be further secured by the hypothecation of the undermentioned property as collateral security therefor.

Now, therefore, the appearer, renouncing all benefits arising from the legal exceptions with the full force and effect of which he/she declared his/her said principal to be fully acquainted, did by these presents declared and acknowledge his/her said principal to be held and firmly bound unto and on behalf of the said his/her order or assigns in the aforesaid sum of

together with the sum of as a preferent charge for costs and other matters as more fully set out in the principal bond, and as collateral security for the due and proper repayment of the aforesaid sums with interest on the said capital sum and for the due and proper fulfilment of all the terms and conditions mentioned or referred to in the principal bond as well as all his/her said principal's obligations thereunder, the appearer on behalf of his/her said principal hereby declared to bind specially as a mortgage (here describe the property).

And the appearer further declared that this Collateral Bond shall be subject to all the terms and conditions set out in the principal bond as fully and effectually as if the same had been inserted herein and to the special condition that upon payment and discharge of all obligations under the principal bond this bond shall be null and void but shall otherwise be and remain in full force, virtue and effect.

Signed at, on, and confirmed with my seal of office.

.....

Registrar of Deeds

Form B.B.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

SURETY BOND

Be it hereby made known:

That appeared before me, the Registrar of Deeds at, he/she being duly authorised thereto by a power of attorney dated at on and granted to him/her by (here describe the surety) which power of attorney has this day been exhibited to me. And the Appearer declared that.

Whereas (here describe the principal debtor) (hereinafter called the principal debtor) is truly and lawfully indebted in the sum of (.....) to and on behalf of (describe the mortgagee) arising from and being as security for which indebtedness the said principal debtor has registered Mortgage Bond No. /19.... in the Deeds Registry at over the property thereby especially hypothecated.

And whereas the said has agreed to bind himself/herself as surety and co-principal debtor for the due payment of the aforesaid sum and interest thereon and for the compliance with all the terms and conditions of the aforesaid principal bond, mortgaging as security for the fulfilment of the said obligations the hereinafter-mentioned property.

Now therefore, the appearer declared his/her principal, the said, to be truly and lawfully indebted and held firmly bound to and on behalf of

..... in the sum of arising from the considerations
aforementioned under renunciation of the legal exceptions with
the force and effect whereof he/she declared his/her principal to be fully acquainted.

And the appearer hereby bound his/her principal to pay or cause to be paid to the
mortgagee or other holder of this bond, his/her heirs, executors, administrators, or
assigns, the said principal sum of with such interest as may from
time to time become due and payable thereon in terms of the principal bond, and for
the proper performance of the terms thereof the appearer q.q. declared to bind
specially as a mortgage (describe the property).

And the appearer q.q. declared it to be a special condition of this bond that should the
principal debtor fulfil all his/her obligations under the said principal bond by payment
of all the sums due thereon by way of capital and interest and comply further with all
the terms and conditions of the aforesaid bond this bond shall become null and void.

Signed at, on

.....

Appearer Q.Q.

Form C.C.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

*Subst by
GWN 36/02***CONSENT**

**(To Cancellation, Part-payment, Release, Cession, Cancellation
of Cession, Substitution, etc., of from or under Bonds).**

The undersigned,, the legal holder of the
undermentioned Bond, namely:

No. /19.....

passed by

in favour of

for the sum of

*and ceded to

*by Cession registered on

Do hereby

Signed at on

.....

Witness:

1.

2.

(Note: If bond was not ceded, delete*)

Form D.D.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

**(Form for an extending clause in a title-deed in respect
of an entity of land not previously registered)**

.....

(Give the full description of the property and its situation)

measuring

(insert the extent of the property in words and figures) as indicated on the annexed
diagram/general plan

(insert the number of the attached diagram or general plan) and held under

.....(indicate whether

a deed of grant, deed of transfer, or title certificate)

.....

(insert serial number and year thereof).

Remarks:

Delete particulars not applicable.

Form E.E.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

**(Form for an extending clause in a title-deed in respect
of an entity of land already held under a title-deed)**

.....
(Give the full description of the property and its situation.)

Measuring (insert the extent of the property in words and figures) first transferred/registered by
(state whether a deed of grant, deed of transfer, or certificate of title)
..... (state the serial number, followed by an oblique line and the year)
with Diagram No..... (state number of diagram) relating thereto or General Plan
No. (state number of general plan) relating thereto and held by
..... (state whether a deed of grant, deed of transfer, or certificate of title)
..... (state the serial number, followed by an oblique line and the year.)

Remarks:

1. No mention need be made of the number of the diagram/general plan if not mentioned in the prior deed.
2. Omit the reference to the diagram or the general plan, whichever is not applicable.

3. Where the diagram is not annexed to the first deed but filed elsewhere, the extending clause must refer to the first title with the diagram relating thereto.
4. Where the property is still held under the first title-deed, the necessary adaptation must be made.

Form F.F.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

**AGREEMENT OF VARY THE TERMS OF A REGISTERED MORTGAGE
BOND OR REGISTERED NOTARIAL BOND IN TERMS OF SEC-
TION 3(1)(s) OF THE DEEDS REGISTRIES ACT, 1937 (ACT 47 OF 1937)**

We, the mortgagor, and,
the legal holder of registered mortgage bond or registered notarial bond
..... (insert
serial number and year thereof) for the sum of

do hereby agree that the terms of the said bond shall be varied as follows:

.....
.....
.....
.....

Signed at, on

.....

MORTGAGOR

Witness

1.

2.

Signed at, on

.....

LEGAL HOLDER**Witness:**

1.

2.

Remarks:

Delete particulars not applicable.

Form G.G.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

**APPLICATION AND CONSENT IN TERMS OF SECTION 40(5)(a)
OF THE DEEDS REGISTRIES ACT, 1937 (ACT 47 OF 1937)**

I,
the owner, having applied for the issue of a certificate of consolidated title in respect
of
(here describe the consolidated land), as indicated on diagram
(insert number), comprising
(describe the land mortgaged), mortgaged under mortgage bond
.....
(insert the serial number and year thereof) and other land, do hereby apply for the
consolidated land as indicated on the said diagram to be substituted for the aforesaid
land mortgaged under the said bond.

Signed at on

.....

OWNER**Witness:**

1.

2.

and I,
the legal holder of the aforesaid mortgage bond do hereby consent to the substitution
of the consolidated land as indicated on the said diagram for the aforesaid land
mortgaged under the said mortgage bond.

Signed at on

.....

LEGAL HOLDER

Witness:

1.

2.

Remarks:

The mortgagor and legal holder of the bond may make his/her application and grant
his/her consent, as the case may be, on separate forms, respectively

Form FF, 44, are amended by gov N 136/04

Form H.H.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

DEED OF CESSION OF SERVITUDE

(In terms of section 32 of the Deeds Registries

Act, 1937 (Act 47 of 1937).)

Be it hereby made known:

That whereas the undermentioned servitude has been (state whether expropriated by or vested in and quote the authority in either event) over the undermentioned land which (land, servitude) is at present registered in the name of under deed of transfer (or other title) No.
/19.....

And whereas a certificate has been furnished to me in terms of section 32(4) of the Deeds Registries Act, 1937, by the cessionary to the effect that the provisions of any law in connection with the (expropriation or vesting) of such servitude have been complied with.

Now, therefore, by virtue of the authority conferred upon me by section 32 of the Deeds Registries Act, 1937, I the Registrar of Deeds at do hereby cede to (description of cessionary), his/her successors in title or assigns:

(Description or nature of servitude and refer to any diagram if annexed)

.....

Form H.H.

Deleted by
Gov. N. 193/96

Prepared by me:

.....

~~Conveyancer~~Subs/ly
Gov N 436/04

(State surname and initials in block letters.)

DEED OF CESSION OF SERVITUDE

(In terms of section 32 of the Deeds Registries

Act, 1937 (Act 47 of 1937).)

Be it hereby made known:

That whereas the undermentioned servitude has been (state whether expropriated by or vested in and quote the authority in either event) over the undermentioned land which (land, servitude) is at present registered in the name of under deed of transfer (or other title) No. /19.....

And whereas a certificate has been furnished to me in terms of section 32(4) of the Deeds Registries Act, 1937, by the cessionary to the effect that the provisions of any law in connection with the (expropriation or vesting) of such servitude have been complied with.

Now, therefore, by virtue of the authority conferred upon me by section 32 of the Deeds Registries Act, 1937, I the Registrar of Deeds at do hereby cede to (description of cessionary), his/her successors in title or assigns:

(Description or nature of servitude and refer to any diagram if annexed)

.....

over

(Description of land) measuring (insert
the extent of the land in words and figures)

Signed at, on, and confirmed
with my seal of office.

.....

Registrar of Deeds

Form S.S.

Prepared by me:

.....

Conveyancer

(State surname and initials in block letters.)

CERTIFICATE OF REGISTERED TITLE(Issued under section 9(6), 13(6) or 37(10) of the
Sectional Titles Act, 1971 (Act 66 of 1971).)

Whereas in terms of section 9(6), 13(6) or 37(10) of the Sectional Titles Act, 1971,
the land held by
under certificate of registered sectional title No. dated
has reverted to the land register.

Now, therefore, in terms of the said section, I, the Registrar.....
..... at do hereby certify that the
'said is the registered owner of
.....
..... (here
described the land giving the name, registered number, registration division and
extent, and refer to the diagram of the land where such diagram is annexed or the
original diagram deed relating to the land and set out the conditions of title) and that
he/she/it is entitled thereto, the State, however, reserving its rights.

*Inserted by
gov N 36/04*

Signed at on, and confirmed
with my seal of office.

.....

Registrar of Deeds

(If required, add a registration clause approved by the Registrar.)

Form TT - - Add. by gov N 36/04