



Republic of Namibia
Annotated Statutes

REGULATIONS

REGULATIONS MADE IN TERMS OF

Registration of Deeds in Rehoboth Act 93 of 1976

section 56

Regulations in connection with the Registration of Deeds in Rehoboth in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)

RSA Government Notice R.2372 of 1976

[\(RSA GG 5347\)](#)

came into force on date of publication: 3 December 1976

as amended by

Government Notice AG 28 of 1978 [\(OG 3785\)](#)

came into force on date of publication: 7 July 1978

Government Notice 75 of 2007 [\(GG 3824\)](#)

came into force on 2 May 2007 (GN 75/2007, section 3)

These regulations were initially **REPEALED** by the regulations contained in Government Notice 83/2021 (GG 7514), but the repealing regulations were **SET ASIDE** by an order in the case *Bank Windhoek Limited v The Minister of Agriculture, Water and Land Reform, The Registrar of Deeds and The Attorney-General* (Case Number HC-MDCIV-MOT-GEN-2021/00218), meaning that these regulations remain in force.

ARRANGEMENT OF REGULATIONS

[The individual regulations have no headings.]

Regulations

1

REGISTERS AND INDEX 2

REGULATIONS
Registration of Deeds of Rehoboth Act 93 of 1976

**Regulations in connection with the Registration of Deeds in Rehoboth
in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)**

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ANNEXURE 1

Land Title issued in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)

ANNEXURE 2

List of Amounts Payable

1. In these regulations, unless the context otherwise indicates -

(i) “Act” means the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976), and any amendment thereof;

(ii) “form” means a form prescribed by these regulations;

and any word or expression to which a meaning has been assigned in the Act bears that meaning.

REGISTERS AND INDEX

2. As soon as may be after the coming into operation of these regulations the Registrar shall, subject to the directions hereinafter set forth, open and keep the following registers -

(1) (a) A Farm Register of the ledger type, bound in loose-leaf binders or covers composed of durable material in convenient size and substantially in the form of Form RA 15 in Annexure 1, with a separate leaf for each farm or part thereof.

(b) The leaves shall be numbered consecutively with the numbers assigned to the farm units and each leaf so numbered shall contain the particulars relating to the farm unit bearing the same number. On such a leaf and such additional leaves as may be necessary all transactions which affect the farm unit and which are registered in the registry shall be recorded in chronological order.

(c) Such additional leaves relating to the same farm unit shall bear the same number as the original leaf, with additional subordinate serial numbers to distinguish them. The existence of such additional leaves shall be shown on the original leaf.

(d) Each entry of a transfer or other registration recorded in the Farm Register shall also contain a reference to the serial number allotted thereto in the Register of Registrations.

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(2) An Erf Register for each registered township, which register shall be of the ledger type and substantially in the form of Form RA 6 in Annexure 1. The provisions of subregulation (1) shall apply *mutatis mutandis* in respect of each erf for which a register leaf has been assigned.

(3) A Personal and Contract Register in the form of Form RA 16 in Annexure 1.

(a) In the said register, which shall be arranged alphabetically, there shall be assigned a leaf to each person, company, firm or partnership. In the case of a partnership or firm the full names of the partners as well as the full name of the partnership or firm shall be set out on such leaf and particulars of the following shall also be recorded thereon -

- (i) Any property registered in the name of such person;
- (ii) date of birth, identity number (if available) and status of such person;
- (iii) any mortgage bond or notarial bond passed by such person, of charges noted against the property of such person, and any subsequent dealings therewith;
- (iv) any ante nuptial contract entered into by such person and proper for registration;
- (v) any notarial deed of donation entered into by such person and proper for registration;
- (vi) any leases or subleases of land as well as any cession or amendment of such a lease which is registered;
- (vii) any personal servitude which is registered;
- (viii) any leases under the Land Settlement laws, including extensions, variations and cessions thereof which are registered;
- (ix) general powers of procuration; and
- (x) such other particulars as the Registrar may deem necessary.

[There are no paragraphs additional to paragraph (a) in the Government Gazette.]

(4) A Register of Registrations substantially in the form of Form RA 17 in Annexure 1, in which all transfers or other documents registered shall be allotted a serial number, beginning with number one of a specific year.

(5) Apart from the registers aforesaid, any other register which the Registrar may deem necessary.

PREPARATION OF DEEDS AND DOCUMENTS AND QUALIFICATIONS OF PERSONS

3. (1) If any signature to a document shall have been written across a stamp, or with other than black ink of good quality, or if it encroaches on the margin, the Registrar may decline to accept such document.

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(2) Notwithstanding anything to the contrary in these regulations, the Registrar may in his discretion accept for record any photo static copy of a document which is filed in any Government office, provided that such copy has been certified to be a true copy by or on behalf of the head of such office or by a notary public: Provided that in the case of a diagram it has been certified by the Surveyor-General.

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

(4) 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 transaction to amend the same, the Registrar may, in his discretion, order that an amendment be made but subject, if he so requires, to the production of a descriptive certificate by the Surveyor-General.

(5) The Registrar may in his discretion relax the provisions of any of these regulations if he is satisfied that it is not possible to comply with the relative provisions or if in certain specific circumstances that it is not practicable to comply with such provisions, in which case he shall make a note of his decision on the relative document.

(6) Where these regulations do not contain any directions in regard to any act which must or can be performed the Registrar may issue directions not in conflict with the Act concerning the manner in which the act shall be performed.

4. All deeds, powers of procuration and other documents lodged for execution, registration or record in the registry, shall be written, printed, typed or photo stated on paper approved by the Registrar.

5. (1) All deeds, powers of procuration and other documents lodged for execution, registration or record shall be neatly and plainly written or typed or printed with black ink of good quality and a margin of at least 40 millimetres shall be allowed for binding purposes. Copying ink shall not be used, and no carbon copy of any deed, power of procuration or other document shall be accepted for the purpose of being filed in the registry. Alterations and interlineations shall render a deed, power of procuration or other document liable to rejection, but, if made, they shall be initialled by the person or persons executing the deed, power of procuration or other document, as the case may be. if, however, the alterations or interlineations are attested by persons other than the original attestors, such persons shall attach their signatures.

(2) All alterations and interlineations shall, in the case of a deed attested by a notary, also be initialled by such notary.

(3) The upper half of the first page of deeds meant for registration shall be left open for the purpose of endorsements by the registry.

6. Any spaces in a deed which have not been used shall be ruled through, and where a deed comprises more than one page the necessary catch-word shall appear at the foot of each page.

7. (1) Deeds, powers of procuration and other documents shall contain the full names, dates of birth and identity numbers (if available) of the persons mentioned therein, with the exception of persons who are acting in or are appointed to act in a representative capacity.

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(2) Deeds, powers of procuration and other documents executed outside Rehoboth 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 a person admitted to practise as a sworn translator, is lodged therewith: Provided that if there be no sworn translator of a foreign language readily available the Registrar may in his discretion accept a translation made under oath by a person approved by him.

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

9. Every deed conferring title to land shall contain a description of the land as well as the name of the person in whose favour the registration takes place, his identity number (if available) and his date of birth.

10. (1) In describing land in a deed it shall be stated that the land is situated in Rehoboth, and the name and number of the farm, and in the case of erven, the relative erf numbers and the township in which the erven are situated, shall also be mentioned.

(2) In describing land in the deed conferring title to land or in a mortgage bond no mention shall be made of any buildings or other property of whatever nature, which may be on or attached to the land.

11. In the description of land conveyed or hypothecated in any way the extent thereof shall be expressed in words and figures.

12. (1) Every registered mortgage bond shall contain a full and clear description of the property hypothecated, including the extent thereof; and when two or more properties are to be hypothecated each property shall be described in a separate paragraph. The date and number of the land title (if any) by virtue of which the property is held shall also be quoted in each paragraph.

(2) When mortgage bonds are 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 land title of the property affected.

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

(4) Where application is made for the registration of a cession of a mortgage bond which has been previously ceded, the applicant shall furnish the Registrar with all previous cessions or certified copies thereof.

13. (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 conditions not already included in the land title or recorded therein, such conditions shall be repeated in the deed.

(b) In any subsequent deed relating to the land such deed shall follow substantially the preceding deed in its reference to conditions.

(c) The number and the date of every deed to which reference is made in connection with conditions shall be quoted.

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(2) Conditions shall be repeated in deeds in the official language in which they were originally drawn up, unless permission is granted by the Registrar to depart therefrom.

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

(4) Conditions shall as far as practicable be embodied in the land title.

(5) 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.

14. Where it is desired 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 registered mortgage bond or that a suitable reference be made thereto.

LODGEMENT AND EXECUTION OF DEEDS

15. All land titles, deeds, bonds, documents and powers of procurator suitable for execution or registration, as the case may be, shall be lodged at the registry between the hours 09h00 to 12h00 and 15h00 to 16h00 for submission to and examination by the Registrar.

[The word "hours" is misspelt in the Government Gazette, as reproduced above.]

16. When a document intended for registration by the Registrar -

(a) is found to be in order, it shall, where necessary, be executed before him, whereafter the document -

(i) shall be recorded in the Register of Registrations, on the land title (where applicable) and in the appropriate register, if any, and

(ii) shall be filed in the place indicated in the Register of Registrations;

(b) is rejected, it shall be returned to the person who has lodged it with a statement of the reason for its rejection, unless the defect is of such nature that it can be remedied without returning the document.

17. All documents intended for registration shall be lodged in duplicate unless the Registrar decides otherwise.

18. An endorsement to be made on a land title or other document, shall be made by the Registrar in writing or by means of a rubber stamp, substantially in the appropriate form, if any, prescribed for this purpose.

19. An endorsement referred to in section 6(3) of the Act or any other endorsement or note may, if there is insufficient space on the land title, be embodied in an annexure to the land title: Provided that the Registrar shall make a reference to the annexure on the land title.

[The word "referred" is misspelt in the Government Gazette, as reproduced above.]

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20. A land title issued in respect of a specific piece of land shall bear as serial number the number of the land described therein as determined by the Surveyor-General.

21. A land title issued in respect of a specific erf shall bear as serial number the name of the township concerned followed by the number of the erf described therein.

22. A certificate of consolidated land title shall bear as serial number the number allotted by the Surveyor-General to the consolidated land.

23. When the Registrar issues a land title in substitution of a faulty registration the land title replaced thereby shall be endorsed as follows -

“Replace by Land Title No dated,
issued in terms of section 11 of Act 93 of 1976.

Date
Registrar of Deeds”

24. A land title with regard to land which has been consolidated and in respect of which a certificate of consolidated land title has been issued, shall be endorsed as follows, in terms of section 22(3)(a) of the Act -

“Replaced by a Certificate of Consolidated Land Title No dated
....., issued in terms of section 22(3)(a) of Act 93 of 1976.

Date
Registrar of Deeds”

25. Transfer of ownership in land referred to in section 13(1) of the Act shall take place by means of an endorsement on the land title substantially in the following words -

“Ownership in land held in terms of this land title is hereby transferred to and registered in the name of..... Identity No
Date of birth

Date
Registrar of Deeds”

26. Transfer of a real right in land referred to in section 13(1) of the Act shall take place by means of an endorsement on the land title and the registered document in which the real right is embodied, substantially in the following words -

“Real right held as per registration No 19 transferred to
..... Identity No
Date of birth

Date
Registrar of Deeds”

27. When the Registrar has issued a land title, partition land title or certificate of consolidated land title referred to in sections 23, 17 and 22 of the Act in respect of specific land he shall -

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- (a) endorse on the land title in terms of which the land was previously held -

“Land title/partition land title/Certificate of consolidated land title No
issued in respect of the land described herein.

Date Registrar of Deeds”

and

- (b) where the land described therein is mortgaged in any manner, make an endorsement on the land title thus issued, substantially in the following from -

“Endorsement in terms of section 18/19/22/23 of Act 93 of 1976. The land described herein is now mortgaged in terms of Registration No 19

Date Registrar of Deeds”

and

- (c) endorse on the mortgage bond -

“Endorsement in terms of section 18/19/22/23 of Act 93 of 1976. Land as described in land title/partition land title/certificate of Consolidated Land Title No..... has been substituted for the land herein described.

Date Registrar of Deeds”

28. When the Registrar has issued a partition land title in respect of land which is subject to certain real rights referred to in section 19 of the Act, he shall endorse the following on the title (if any) in terms of which the real right is held and in the appropriate registers referred to in regulation 2 -

“Endorsement in terms of section 19 of Act 93 of 1976.

The land herein described is subject to a real right as will more fully appear from

.....
(state nature of document and registration number, if any)

Date Registrar of Deeds”

29. (1) Where the whole of a registered piece of land has, in terms of section 26 of the Act, been divided into erven shown on a general plan, the Registrar shall endorse the following on the land title and on the registration duplicate thereof -

“Endorsement in terms of section 26(3) of Act 93 of 1976.

The land described herein has been divided into erven and has been laid out as a township in accordance with general Plan No..... approved by the Surveyor-General on

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..... 19 and registered in the Erf Register under the name
..... (name of township)

Date
.....
Registrar of Deeds”

(2) A certificate of township title referred to in section 26(4) of the Act shall be issued substantially in the form of Form RA 7 in Annexure 1.

30. Where some other debtor is substituted for a debtor in respect of an existing bond in terms of section 33 of the Act, the transfer shall be registered -

(a) by an endorsement on the existing mortgage bond substantially in the following form -

“Endorsement in terms of section 33 of Act 93 of 1976.

In terms of Registration Nodated 19
.....(name), born on 19 is now the owner of the
land pledged hereunder and he is hereby substituted as the debtor under this bond.

Entered in (state register)
Amount due Consent filed

Date
.....
Registrar of Deeds”

(b) by an endorsement on the land title substantially in the following form -

“Endorsement in terms of section 33 of Act 93 of 1976 (on the land title)

Pledged for the amount of R with preference for an amount not
exceeding R in terms of Bond No
Dated

Date
.....
Registrar of Deeds”;

(c) by cancellation of the original bond with the following endorsement -

“Cancelled
This day of 19 consent filed

Date
.....
Registrar of Deeds”.

31. An endorsement in terms of section 38 of the Act in connection with the registration of a personal servitude shall be effected on the land title substantially in the following form -

“Personal servitude

The land herein described is subject to a personal servitude of
created in terms of Registration No 19 in favour of

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....., born on 19

Date
.....
Registrar of Deeds”.

32. An endorsement in terms of section 40 of the Act in connection with the registration of a praedial servitude shall be effected on the land title of the servient as well as the dominant pieces of land, substantially in the following form -

“Praedial servitude

In terms of Registration No 19 dated, the land herein described in subject to/entitled to (nature of sertitude) in favour of (where applicable) as will more fully appear from the said registration, a copy of which is attached.

Date
.....
Registrar of Deeds”.

[The word “servitude” is misspelt the *Government Gazette* in its final use in this provision, as reproduced above.]

33. The registration of a lease or sublease of land and any cession thereof, the registration of which must be effected in terms of section 41 of the Act, shall be effected by filing the agreement of lease or cession thereof with the land title of the land affected and the Registrar shall endorse the land title in the case of a lease as follows -

“Letting

Let to
for a period of with effect from 19
in terms of Agreement of Lease registered under Registration No

Date
.....
Registrar of Deeds”;

and in the case of a sublease or cession of sublease or cession of tease -

“Sublease/cession of sublease/cession of lease sublet/let/ceded to
as per Registration No copy of which is attached.

Date
.....
Registrar of Deeds”.

(The same endorsement shall be effected on the agreement of lease.)

34. When a document must be cancelled in terms of the Act, cancellation shall be effected by means of an endorsement substantially in the following words -

“Cancellation

.....
(state nature of document)

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cancelled on account of
.....
(state nature of authority and registration number, where applicable)

Date Registrar of Deeds”.

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35. (1) Inspection of and the making of extracts from public documents kept in safe custody in the registry shall take place under the supervision of the Registrar or a person designated by him, during the hours set out in regulation 15.

(2) The Registrar may for reasons which he may deem sufficient refuse access to any person to the registers and other documents kept in safe custody in the registry.

(3) No person who has been granted access to documents in the registry in terms of these regulations shall obliterate, add to, amend or record anything on any such document.

(4) No documents kept in the registry shall be removed therefrom for whatever reason, unless such removal is permissible in terms of the Act.

36. Copies of deeds conferring title to land or any interest therein or of any other document kept in the registry, required for information only, may be issued on application to any person, but the words “Issued for information only” shall be recorded by means of a rubber stamp on the front side of every copy so issued.

37. Where copies of deeds conferring title to land or any interest therein are required for judicial purposes, application shall be made in writing to the Registrar setting out the purpose for which such copies are required and if the Registrar is satisfied as to the bona fides of the application copies may be issued free of charge but the words “Issued for judicial purposes only” shall be clearly stamped on each such copy.

38. (1) If any deed conferring any real right in land or any interest therein is lost or destroyed and a copy thereof is required for any purpose other than one of those mentioned in the last two preceding regulations, the registered holder thereof or his duly authorised agent may apply for a copy thereof, which application shall be in the form of an affidavit describing the relative document and stating clearly that it has not been pledged in any way and is not being detained by any person as security for debt or otherwise, but that it has in fact been lost or destroyed and the circumstances under which it occurred -

(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 some other person in whose custody the deed may have been before the loss or destruction thereof, he shall be entitled to call for such evidence.

(3) If the application has reference to a deceased or insolvent estate or a liquidated company, the application may be made by the legal representative of the estate or company: Provided that if such representative or the liquidator is not able to produce evidence establishing the loss or destruction of the deed, the Registrar may, if he is satisfied that all the necessary steps have been taken to recover the same, issue a copy thereof upon compliance with the further requirements of this regulation.

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(4) The applicant shall at his own expense insert once in the *Official Gazette of Rehoboth* referred to in section 42(vii) of the Rehoboth Self-Government Act, 1976 (Act 56 of 1976), and once a week for two consecutive weeks in a newspaper circulating in Rehoboth and, in the case of a notarial bond, in a newspaper circulating in the area where the bondholder resides and carries on business, a notice in the following form -

“Lost
(insert a description of the deed)

Notice is hereby given that I intend to apply for a certified copy of
.....
(insert a description of the deed)

No dated,
Passed by.....
.....

(insert the name of the person, if any, passing the deed save in the case of a lost land title and if none, omit the word “by”. In the case of bonds insert the word “for” and the amount thereof in figures) in favour of (insert the name of the person in whose favour the deed was passed) in respect of certain (insert a description of the property still held under the deed). (Omit the words “in respect of certain” in the case of a notarial bond.)

All persons who object to the issue of such copy are hereby required to lodge their objections in writing with the Registrar within three weeks from the last publication of this notice.

Dated at, thisday of, 19.....

.....
Signature of applicant or of his attorney”

(5) The applicant shall lodge with the Registrar the application and affidavit aforesaid and the relevant pages of each issue of the newspaper in which such notice appeared, or an extract, certified (o the satisfaction of the Registrar, and he shall furnish the reference number and date of the *Official Gazette* in which the notice was published.

(6) After the expiration of the time mentioned in such notice the Registrar shall if he is satisfied that there is no valid reason for refusing the application, issue the certified copy asked for: Provided that no such copy shall be 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.

(7) If any deed referred to in subregulation (1) has for any reason become unfit for use, it shall be competent for the Registrar on written application by the owner or the duly authorized agent of such owner to issue a certified copy thereof to serve in place of the original.

(8) If any deed, lease or bond in lieu of which a certified copy has been issued in terms of the provisions of this regulation is subsequently found and produced to the Registrar, he shall endorse thereon that it has become nul and void.

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39. The deeds to be issued by the Registrar under the Act and the further deeds or documents prescribed thereunder or under these regulations, shall be prepared substantially in accordance with the forms contained in Annexure 1 to these regulations.

40. (1) The fees to be charged in respect of any act, matter or thing required or permitted to be done in or in relation to the registry shall be those specified in Annexure 2 to these regulations: Provided that no fee shall be charged in respect of a transfer of land approved by the magistrate before 26 November 1976, in respect of which an entry appears in the registers of the office of the Rehoboth Baster Community.

[subregulation (1) amended by AG 28/1978 to add the proviso]

(2) The fees prescribed in Annexure 2 shall be collected by means of cash payments for which receipts shall be issued by the Revenue Office, Rehoboth, on the documents concerned, by means of a rubber stamp, substantially in the following form -

“Amount of R collected as per receipt No dated
dated,

Issued by the Revenue Office, Rehoboth.

Date

.....
Registrar of Deeds”.

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ANNEXURE 1

RA 1

LAND TITLE ISSUED IN TERMS OF THE REGISTRATION OF DEEDS IN REHOBOTH
ACT, 1976 (ACT 93 OF 1976)

By virtue of the powers vested in me by section 4(c) of Act 93 of 1976, I hereby declare that the land, being -

Certain
Measuring
Situating in Rehoboth, is truly and lawfully the property of
.....
(full names, identity number and date of birth)

his heirs, executors, administrators or assigns to the following extent
.....
(state whether land is owned in its entirety or which portion)

in accordance with local custom, subject to the rights of the Government of Rehoboth and the conditions mentioned herein.

Date
.....
Registrar of Deeds

CONDITIONS

1. No owner may sell, let or in any way encumber his or her land or his or her share in land without the consent of the Kaptein's Council.
2. If the land or a share in land is to be sold or let to or mortgaged or in any other way encumbered in favour of a White, the prior consent of the Kaptein's Council and the Minister shall be obtained.
3. On the death of the owner his land shall remain in the possession of his lawful heirs: Provided that the rights of the heirs shall be recognised only after their inheritance has been transferred in terms of the provisions of Act 93 of 1976.
4. If the owner of an erf fails to erect a building on the erf or to erect a proper fence around the erf within six months of the date on which he acquired ownership, the ownership in the erf shall revert to the Government of Rehoboth, unless decided otherwise.
5. Before a house or other building is erected on an erf the owner shall submit a plan of the building to the Kaptein for approval. All buildings shall be built with baked or cement bricks or material approved by the Kaptein.
6. No erf may be used for business purposes and no business may be conducted thereon without the written consent of the Kaptein's Council.
7. The owner or his lawful assigns shall pay the prescribed rates in respect of the land every year.

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8. These conditions are irrevocably binding on the owner and his heirs, executors, administrators or assigns.

FURTHER CONDITIONS

.....
.....

(This open space must be deleted if there are no further conditions.)

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in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)

RA 2

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976) CERTIFICATE
IN TERMS OF SECTION 13(2) OF ACT 93 OF 1976

We, the undersigned

.....

[full name, identity number (if available), date of birth and status] (hereinafter called the transferor),

AND

.....

(particulars as set out above) (hereinafter called the transferee),

hereby certify that on the day of 19 the transferor transferred the property described herein to the transferee by way of:

.....

(state sale, donation, etc., as the case may be)

for which an amount of R (if any) must be paid by the transferee to the transferor and we declare -

(a) *that the amount due to the transferor in respect of the land concerned, has been paid;
or

(b) *that no amounts due to the transferor in respect of the land concerned have been paid but that on the date hereof an amount of R is lawfully due to the transferor by the transferee and that provision to the satisfaction of the transferor has been made for the payment thereof; or

(c) *that no amount is due to the transferor by the transferee in respect of the transfer of the land; and

(d) that the prescribed requirements in respect of the transfer of the land have been complied with.

DESCRIPTION OF LAND

Certain

Measuring

Situated

Thus done and signed at, this day of 19.....

Transferor Transferee

* Delete paragraph (a), (b) or (c) as the case may be.

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RA 3

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)
PARTITION LAND TITLE

Whereas a written agreement in terms of section 17(2) of the Act has been submitted to me,
.....
Registrar of Deeds for Rehoboth, in terms of which
.....
(full name, identity number and date of birth of every owner before partition of land)

heretofore held and possessed in joint ownership -

Certain
Measuring
Held by Land Title
Situated

Situated.....and whereas the said joint owners have now agreed to partitioning the said land in accordance with their respective interests therein and whereas each one of them has agreed to take transfer separately of the undivided portions described in the said agreement and to renounce all their rights or claims previously held jointly in respect of the land, I therefore certify that

.....
(full name, identity number and date of birth of transferee)

hereinafter called the transferee, his heirs, executors, administrators or assigns shall now be entitled, in accordance with local custom, but subject to the rights of the Government of Rehoboth, to be in possession of the undermentioned portion of or share in the aforesaid land in full and undisturbed ownership.

(Describe in full the portion of or share in the land now in possession of the transferee)

Date

.....
Registrar of Deeds

REGULATIONS
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RA 4

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)
AGREEMENT TO PARTITION LAND IN TERMS OF SECTION 17 OF THE ACT

To the Registrar

We, the undersigned

(full name, identity number and date of birth of each owner prior to the partition of the land),

who have heretofore held and possessed in joint ownership -

Certain

Measuring

Held in terms of Land Title No

Situated

now agree to partitioning the said land in accordance with our respective interests therein so as to take transfer separately of such undivided portions;

We therefore renounce all our rights and claims we heretofore jointly had to the property on behalf of the transferees as further described herein and we declare that the transferees, their heirs, executors, administrators or assigns shall now be entitled, in accordance with local custom, but subject to the rights of the Government of Rehoboth, to possess the portions of or shares in the said land in full and undisturbed ownership, as set out more fully hereunder against their respective names:

To

And to.....

(furnish the full name, identity number and date of birth of every transferee and describe thereafter fully and clearly to which portion of or share in the aforementioned land he becomes entitled according to this partition agreement.)

We attach hereto diagrams on which the specific portions of land to which this agreement refers are shown:

Thus done and signed at, this day of, 19,
by the respective owners.

1.
2.

REGULATIONS
Registration of Deeds of Rehoboth Act 93 of 1976

Regulations in connection with the Registration of Deeds in Rehoboth
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RA 5

REGISTRATION OF DEEDS IN REHOBOTH ACT. 1976 (ACT 93 OF 1976)

CERTIFICATE OF CONSOLIDATED LAND TITLE

Whereas
(full name, identity number and date of birth)

has in terms of section 22 of the Act applied for the issuing to him of a certificate of consolidated land title in respect of the following pieces of land of which he is the registered owner:

- 1. Certain
Measuring
Held in terms of Land Title No
Situated

AND

- 2. Certain
Measuring
Held in terms of Land Title No
Situated

and in respect of which properties a diagram has, in terms of the provisions of the Land Survey Act, 1927 (Act 9 of 1927), been prepared and approved after consolidation;

I therefore certify that the said his heirs, executors, administrators or assigns is/are the registered owner(s) of -

Certain
Measuring
Situated
(describe the consolidated land)

Subject to the following conditions
.....
.....
(specify all the conditions relative to the consolidated land);

and that he/they shall henceforth be entitled thereto in accordance with local custom, but subject to the rights of the Government of Rehoboth.

Thus done and signed at, this day of, 19

.....
Registrar of Deeds

REGULATIONS
Registration of Deeds of Rehoboth Act 93 of 1976

**Regulations in connection with the Registration of Deeds in Rehoboth
in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)**

RA 6
[Regulation 2(2)]

ERF REGISTER: REHOBOTH

Name of township Land Title No.
Erf No. Measuring
Street Continuation folios

Entry Serial No.	No. of Deed	Date of Deed	Brought forward from entry No.	Extent brought forward	Name of transferor	Name of transferee and identification	Mortgage bonds, etc. registered (state No. of Deed)	Servitudes etc. registered (state No. of Deed)	Remarks
.....
.....
.....

(to be continued on the reverse side of this page under the same headings)

REGULATIONS

Registration of Deeds of Rehoboth Act 93 of 1976

**Regulations in connection with the Registration of Deeds in Rehoboth
in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)**

RA 7
[Regulation 29(2)]

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)

CERTIFICATE OF TOWNSHIP TITLE

Whereas has applied for the issue to him of a certificate of township title in terms of section 26 of the Act and whereas he is the registered owner of land, being -

Certain
Measuring
Held in terms of Land Title No
Situated

and whereas he has: laid out a township, called , on a portion of the aforementioned land as described hereunder (describe the portion on which the township has been laid out); now therefore I certify in terms of the provisions of the Act that the aforementioned , his heirs, executors, administrators or assigns is/are the registered owner(s) of a certain portion now known as the township of of the farm called , number situated in Rehoboth, measuring as will more fully appear from diagram number attached hereto and approved by the Surveyor-General on and subject to the following conditions

(state each condition in full)

and that he is henceforth entitled thereto in accordance with local custom, but subject to the rights of the Government of Rehoboth.

Thus done and signed at , this day of , 19

Date

.....
Registrar of Deeds

REGULATIONS

Registration of Deeds of Rehoboth Act 93 of 1976

Regulations in connection with the Registration of Deeds in Rehoboth in terms of the Registration of Deeds in Rehoboth Act, 1976 (Act 93 of 1976)

RA 8

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)
FORM FOR REGISTERED MORTGAGE BOND

It is hereby made known that
(full name, identity number and date of birth)

hereinafter called the mortgagor, is truly and lawfully indebted to and on behalf of ..
(full name, identity number and date of birth)

hereinafter called the mortgagee, in the amount of R arising out of and being for
that the mortgagor hereby renounces all benefits arising out of the legal exception
(state if any), that he declares that he is fully
conversant with the meaning of the exception and that he declares that the aforesaid amount of
R and the interest thereon at a rate of % per annum calculated from until
such time as the full capital sum has been paid, will be paid
(state how the mortgage bond and interest will be paid off)

[The word "mortgage" is misspelt in the Government Gazette, as reproduced above.]

As security for the proper and prompt payment of the capital sum or any part thereof, interest due
thereon and all amounts of money which may at any time become due and payable to the
mortgagee, his order, heirs, executors, administrators or assigns from any cause whatsoever and
for the proper performance of each and every term and condition of this mortgage bond the
mortgagee declares that he pledges the following property as a (state "first" or "second") bond.

Certain
Measuring
Held in terms of Land Title No.
Situated

The mortgagor hereby agrees that the following conditions shall be binding on him.
(set out here, or by means of a duly signed annexure, all conditions to which the granted of a
mortgage bond is subject generally or in particular).

The mortgagor elects his domicilium citandi et executandi to be

In proof whereof I,, Registrar of Deeds for Rehoboth, and the said mortgagor
have signed this mortgage bond and I have confirmed the same with my official seal at this
.....day of 19

In my presence

Mortgagor

Registrar of Deeds

REGULATIONS
Registration of Deeds of Rehoboth Act 93 of 1976

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RA 10

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)

PERSONAL SERVITUDE

It is hereby made known to whom it may concern that on this day of
19..... ,

I, (hereinafter called the owner), being the owner of land, to wit -

Certain
Measuring
Held in terms of Land Title No.
Situated

have granted a personal servitude in respect of the aforesaid land of
.....
(describe the nature of the servitude in full)

in favour of (hereinafter called the beneficiary). I, the said owner, hereby
declare that I hereby transfer the aforesaid servitude to the beneficiary, subject
to the following conditions
.....
(describe the nature of the conditions, if any, in full)

and I, the beneficiary, accept the transfer to me of the aforesaid servitude with the conditions
described herein, in proof whereof we affix our signatures hereto.

Thus done and signed at, this day of, 19

Owner Beneficiary

As witnesses: 1.....
2.....

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RA 12

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)
PRAEDIAL SERVITUDES

It is hereby made known to whom it may concern that we, the undersigned
(full name, identity number and date of birth), being the owner of -

Certain
Measuring
Held in terms of Land Title No.
Situated
(hereinafter called the dominant property)

AND

.....
(full name, identity number and date of birth),

being the owner of -
Certain
Measuring
Held in terms of Land Title No.
Situated
(hereinafter called the servient property)

have agreed to register the following praedial servitude against the servient property in favour of
the dominant property
.....
.....
(furnish full particulars of the proposed servitude)

subject to the following conditions
(set out conditions, if any, in full)

whereto we, and, respectively,
bind ourselves, our heirs, executors, administrators or assigns.

Thus done and signed at, this day of, 19

.....
Owner of dominant property

.....
Owner of servient property

witnesses: 1.....
2.....

REGULATIONS
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RA 14

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976) AGREEMENT
OF LEASE

Entered into between
(full name identity number and date of birth) (hereinafter called the lessor)

and
(full name identity number and date of birth) (hereinafter called the lessee)

The lessor hereby lets and the lessee hereby rents
.....
(describe the land or right let in full)

with effect from for a period of
(state period if it has been determined)

at a of R.....
(state monthly, yearly, etc., as the case may be)

The Agreement of Lease is subject to the following conditions:

1. The rental is payable
(state monthly, annually, etc., as the case may be)
on the day of each month/ in advance/annually at the following address
.....
.....
(state full address)*

2. The agreement of lease is on a
(state monthly, annual, etc., as the case may be)
basis and may be terminated by either party by written notice to the other party for a period of
..... prior to the termination of the agreement of lease.

3. The lessee may/may not* sublet the property, and may/may not* cede or transfer his
rights and interests in this agreement except
.....
(if permissible, state circumstances and conditions)

4. The lessee may not undertake or erect any extensions or additions of whatsoever
nature to any building or structure and may not demolish any building or structure, unless the
prior written consent of the lessor has been obtained.

5. The lessee/lessor* is responsible for repairs to the property leased, to the following
extent
.....
(furnish particulars)

6. Any moneys deposited by the lessee in order to indemnify the lessor against damage
or loss shall be refunded to the lessee, after deduction of any amounts due by the lessee, when the
lessee vacates the premises.

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Regulations in connection with the Registration of Deeds in Rehoboth
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7. The lessor or his lawful representative may at all reasonable times enter upon and inspect the property leased for reasons he may deem necessary.

8. If the lessee fails to pay the rent or any other amount which is due and payable in terms of this agreement, promptly on the due date, the lessor may give written notice to the lessee to leave and to vacate the premises within seven days of the receipt of such notice. No steps in terms of this clause shall deprive the lessor of his right to recover any amount which is still due by the lessee.

9. The parties agree that the Magistrate's Court or the Basters of Rehoboth shall have jurisdiction in any lawsuit of whichever nature, which may arise from this agreement.

10. The lessee shall pay the costs of this agreement as well as any stamp duty which is payable.

11. The lessee is responsible for the payment of taxes and levies payable in respect of the property leased to the following extent
(furnish details)

12. If the lessee has the right on account of this agreement to cede the agreement of lease, he may not do so without the consent of the Kaptein's Council and in the case of a cession to a White person, the consent of the Minister in addition to that of the Kaptein's Council must also be obtained.

13. In addition to the aforementioned conditions this agreement is subject to the following further conditions.....
.....
.....
(state further conditions, if any)

Thus done and signed at, this day of, 19
by the lessee

.....
Lessee

witnesses: 1.....
2.....

Thus done and signed at, this day of, 19
by the lessor

.....
Lessor

witnesses: 1.....
2.....

CESSION OF AGREEMENT OF LEASE

I,, being the lessee under this agreement hereby cede all my rights in the said agreement to for a period of in accordance with power given to me by paragraph 3 of this agreement, to have the same rights and privileges I had and to be subject to the same obligations which were applicable to me.

REGULATIONS

Registration of Deeds of Rehoboth Act 93 of 1976

**Regulations in connection with the Registration of Deeds in Rehoboth
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Dated at, this day of, 19

.....
Lessee (cessionary)

witnesses: 1.....
 2.....

* Delete words which are not applicable.

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**Regulations in connection with the Registration of Deeds in Rehoboth
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RA 15
[Regulation 2(1)]

FARM REGISTER: REHOBOTH

Land Title No

Continuation folios

Name of farm No. Being portion

of the farm No. situated in the Rehoboth Gebiet.

measuring Diagram field

NOTES

Entry Serial No.	No. of deed	Date of deed	Brought forward from Entry No.	Extent carried forward	Name of transferor	Name of transferee and identification	Bonds/ Liabilities registered (state Deed No.)	Servitudes, etc., registered (state Deed No.)	Remarks
.....
.....
.....

(to be continued on the reverse side of this page under the same headings)

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**Regulations in connection with the Registration of Deeds in Rehoboth
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RA 16
[Regulation 2(3)]

PERSONAL AND CONTRACT REGISTER: REHOBOTH

Serial folio.....

Name and surname Date of birth Status

Identity number Proof filed at

Land held (state Land Title No.)	Ante nuptial contract (state name of the other party, identity number and date of birth as well as registration number)	Notarial deed of donation (state particulars of beneficiary and registration number)	Lease or sublease and cessions or cancellations thereof(state registration number)	Servitudes registered (state registration number)	Other particulars (state registration number)	Date and registratio n number	Amount of bond or debt	Particulars of mortgagee	Particulars of property mortgaged	Cancellations and other notes and date thereof
.....
.....
.....

(to be continued on the reverse side of the page under the same headings)

REGULATIONS

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**Regulations in connection with the Registration of Deeds in Rehoboth
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RA 17
[Regulation 2(4)]

REGISTRATION OF DEEDS IN REHOBOTH ACT, 1976 (ACT 93 OF 1976)

REGISTER OF REGISTRATIONS

Registration number	Date	Names of parties	Nature of document registered	Where filed	Remarks
.....
.....
.....

**REGULATIONS
Registration of Deeds of Rehoboth Act 93 of 1976**

**Regulations in connection with the Registration of Deeds in Rehoboth
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ANNEXURE 2

LIST OF AMOUNTS PAYABLE

[Annexure 2 substituted by GN 75/2007]

SECTION A

Item		Amount N\$
1.	For the transfer of land -	
	(a) an erf in a registered township	150.00
	(b) any other land	150.00
2.	For the rectification of or addition to a deed or other document registered or kept in the registry in terms of an order issued after an enquiry held in terms of section 54 of the Act	150.00
3.	For the registration of a bond	150.00
4.	For the registration of a cession of a registered bond or other real right, including a cession given as security	150.00
5.	For the cancellation of registered bonds or releases of any part of the property hypothecated	50.00
6.	For the registration of release of a co-debtor or of a surety in respect of a bond	50.00
7.	For the registration of the substitution for a debtor in respect of a bond of any other person	50.00
8.	For the registration of waiver of preference in respect of registered mortgage bonds and notarial bonds	50.00
9.	For the registration of waiver of preference in respect of registered real rights in land in favour of mortgage bonds	50.00
10.	For the endorsement on a registered mortgage bond or notarial bond of an amendment of the conditions of the bond in terms of an agreement between mortgagor and mortgagee	50.00
11.	For the registration of notarial bonds and cancellations and cessions thereof, including cessions made as	

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	security and cancellations of such cessions	50.00
12.	For the registration of an antenuptial contract and notarial deed of donation and other notarial deeds relating to persons and property in Rehoboth	50.00
13.	For the registration of leases and of subleases of land, cessions, amendments, renewals and cancellations thereof or releases of any part of the land leased	50.00
14.	For the registration of personal or praedial servitudes	50.00
15.	Endorsements of the cancellation, amendment or extinction of registered servitudes	50.00
16.	For the registration of any real right in land not specifically mentioned in this Annexure and the transfer, cession, amendment or extinction of such rights	50.00
17.	For the registration of general plans of erven or of subdivisions of land	50.00
18.	For the registration of general powers of procuration	50.00
19.	For the registration of any other document not specifically mentioned under Section A	50.00
20.	For issuing certified copies of land titles, deeds and other documents registered or kept in the registry	50.00

SECTION B

Item		Amount N\$
1.	Framing of mortgage bonds	25.00
2.	Framing of consent to cancellation, part payment, discharge, cession, cancellation of cession or substitution of a bond	12.00
3.	Framing of a deed whereby land is transferred	13.00
4.	Framing of personal or praedial servitudes	13.00
5.	Framing of leases or subleases	13.00
6.	Framing of Deeds or other documents not specifically	

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	mentioned in this Section, excluding the completion of formal application forms	13.00
7.	Framing of completion of a formal application on behalf of an applicant	10.00

SECTION C

Item		Amount N\$
1.	The inspection and copying of or the making of extracts from registers, deeds or other documents by any person:	
	(a) For each separate deed, register or document to which access has been granted or of which a copy of from which an extract is made	10.00
	(b) If such copy or extract is certified by the Registrar, for each certification	100.00
2.	A certified copy of or extract from a deed, register or any other document prepared by the registry	100.00
3.	A certificate by the Registrar of any other particular fact recorded in the registry	50.00
4.	Tracing any deed, entry or other document where insufficient particulars have been furnished, depending on the nature or extent thereof, an amount fixed by the Registrar with a minimum of	10.00