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EXTRAORDINARY

OF SOUTH WEST AFRICA

BUITENGEWONE

OFFISIËLE KOERANT

VAN SUIDWES-AFRIKA

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REPRESENTATIVE AUTHORITY OF THE NAMAS

No. N. 5 1981

APPROVAL OF REGULATIONS: VILLAGE MANAGEMENT BOARD FOR GIBEON TOWN

The Executive Committee has under section 51 read with section 24 of Proclamation 160 of 11 June 1975, approved the regulations as set out in the Annexure adopted by the Village Management Board for Gibeon Town.

VERTEENWOORDIGENDE OWERHEID VAN DIE NAMAS

No. N. 5 1981

GOEDKEURING VAN REGULASIES: DORPSBESTUUR VIR GIBEONDORP

Die Uitvoerende Komitee ehet kragtens artikel 51, saamgelees met artikel 24 van Proklamasie 160 van 11 Julie 1975 die regulasies wat deur die Dorpsbestuur vir Gibeondorp uitgevaardig is en in Bylae vervat is, goed-gekeur.

SCHEDULE

VILLAGE MANAGEMENT BOARD
REGULATIONS GIBEON TOWN*Definitions*

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

- (i) "certificate of ownership" means a certificate issued in respect of premises sold in terms of the provisions of section 24 (g) of the Proclamation or of the regulations;
- (ii) "commonage" means that portion of the not defined, marked out or destined as premises and which is not a street, road or public thoroughfare;
- (iii) "health officer" means the health officer of the village management board;
- (iv) "Nama" means any person who is or is generally accepted as a member of the Nama population group of the territory of South West Africa and any other person who is ordinarily resident in the town area and who is accepted by the village management board of Gibeon Town as a Nama;
- (v) "premises" means a piece of land, the occupation of which is intended or destined for housing, business, church, school or other purposes;
- (vi) "regulations" means the regulations made in terms of the Proclamation;
- (vii) "the Proclamation" means Proclamation 160 of 11 July 1975.

Appointment and duties of officers

2. The village management board of Gibeon Town shall appoint such officers and employees as it may deem necessary to assist in the implementation of the regulations.

Display of regulations, orders, directions and notices

3. The village management board of Gibeon Town shall, for the information of all residents of the township, cause a copy of all regulations, orders, directions and notices relating to the control and management of the township to be displayed and maintained in a conspicuous place at the offices of the village management board.

BYLAE

DORPSBESTUURREGULASIES
GIBEONDORP*Woordomskrywings*

1. In hierdie regulasies, tensy uit die samehang anders blyk beteken —

- (i) "die Proklamasie" Proklamasie 160 van 11 Julie 1975;
- (ii) "dorpsmeent" daardie gedeelte van Gibeon dorp wat nie as 'n perseel bepaal, afgebaken of bestem is nie en wat nie 'n straat, pad of openbare deurgang is nie;
- (iii) "eiendomsbewys" 'n eiendomsbewys uitgereik ten opsigte van 'n perseel verkoop ingevolge die bepaling van artikel 24(g) van die Proklamasie of van die regulasies;
- (iv) "gesondheidsbeampte" die gesondheidsbeampte van die dorpsbestuur van Gibeondorp;
- (v) "Nama" iemand wat 'n lid van die Namabevolkingsgroep van die gebied Suidwes-Afrika is of gewoonlik daarvoor deurgaans en enige persoon wat gewoonlik in die dorpsgebied woon en wat deur die dorpsbestuur van Gibeondorp as 'n Nama aanvaar word;
- (vi) "perseel" 'n stuk grond waarvan die okkupasie vir woon-, besigheid-, kerk-, skool- of ander doeleindes bedoel of bestem is;
- (vii) "regulasies" die regulasies uitgevaardig ingevolge die Proklamasie.

Aanstelling en pligte van amptenare

2. Die dorpsbestuur van Gibeondorp stel sodanige amptenare en werknemers aan as wat hy nodig ag om by die toepassing van die regulasies behulpzaam te wees.

Vertoning van regulasies, bevels, voorskrifte en kennisgewings

3. Die dorpsbestuur van Gibeondorp moet vir die inligting van alle inwoners van die dorp 'n afskrif van alle regulasies, bevels, voorskrifte en kennisgewings wat op die beheer oor en bestuur van die dorp betrekking het, op 'n opsigtelike plek by die kantore van die dorpsbestuur laat aanplak en in stand hou.

Population survey

4. The village management board of Gibeon Town shall cause a survey to be conducted of all residents in its area every three years.

Town Planning

5. (1) The officer appointed for the purpose shall ensure that the sale and allocation of premises for housing, business, church, school or other purposes shall take place strictly in accordance with the plan of the township and he shall also ensure that a certificate of ownership in the form set out in Annexure A is issued in favour of the owner or owners of premises sold or allocated, with or without improvements.

(2) The owner or lessee of premises sold or allocated in terms of the Proclamation or regulations shall cause the number allotted by the village management board of Gibeon Town to such premises to be displayed at a conspicuous place on the premises and shall cause the number to be maintained in a legible condition at all times.

(3) A register containing particulars of all premises in the townarea shall be kept in safe custody in the office of the village management board of Gibeon Town

(4) The owner of premises on which a dwelling or building has not yet erected shall within three months after the sale or allocation of the premises to him submit a plan of the dwelling or building which he intends to erect on the premises to the village management board Gibeon Town for approval and if the plan is approved he shall complete the dwelling or building in accordance with the approved plan within a period of two years.

(5) No building or structure other than the approved dwelling or building shall be erected on any premises.

(6) No material may be used for the erection of a dwelling or building without the approval of the village management board of Gibeon Town

(7) A dwelling or building which does not conform to the approved plan or an outbuilding or a fence or any reconstruction or alteration or addition, which does not conform to the requirements of the regulations or which was not erected with material approved by the village management board of Gibeon Town may be demolished by the village management board at the expense of the owner.

(8) The owner or lessee of any premises, a dwelling, building, an outbuilding or a fence shall at all times keep such premises, a dwelling, building, an outbuilding or a fence in a clean and proper condition.

Opname van bevolking

4. Die dorpsbestuur van Gibeondorp moet elke drie jaar 'n opname van alle inwoners in sy gebied laat doen.

Dorpsbeplanning

5. (1) Die amptenaar vir dié doel aangestel, moet toesien dat die verkoop en toekenning van persele vir woon-, besigheid-, kerk-, skool-, of ander doeleindes streng volgens die plan van die dorp geskied en moet ook toesien dat 'n eiendomsbewys ten opsigte van elke perseel wat verkoop of toegeken word, met of sonder verbeterings, ten gunste van die eienaar of eienaars uitgereik word in die vorm uiteengesit in Aanhangsel A

(2) Die eienaar of huurder van 'n perseel wat ingevolge die Proklamasie of regulasies verkoop of toegeken is, moet die nommer wat deur die dorpsbestuur van Gibeondorp aan sodanige perseel toegewys is, op 'n opsigtelike plek op die perseel laat aanbring en moet die nommer te alle tye in 'n leesbare toestand laat hou.

(3) 'n Register wat besonderhede van alle persele in die dorpsgebied bevat, moet in die kantoor van die dorpsbestuur van Gibeondorp bygehou en veilig bewaar word.

(4) Die eienaar van 'n perseel waarop daar nog nie 'n woning of gebou opgerig is nie, moet binne drie maande nadat die perseel aan hom verkoop of toegeken is, 'n plan van 'n woning of gebou wat hy van voorneme is, om op die perseel op te rig, aan die dorpsbestuur vir goedkeuring voorlê en, indien goedgekeur, die woning of gebou volgens die goedgekeurde plan binne 'n tydperk van twee jaar voltooi.

(5) Daar mag geen ander gebou of struktuur as die goedgekeurde woning of gebou op 'n perseel opgerig word nie.

(6) Geen materiaal mag vir die oprigting van 'n woning of gebou gebruik word nie, tensy die dorpsbestuur van Gibeondorp dit goedgekeur het.

(7) 'n Woning of gebou wat nie aan die goedgekeurde plan voldoen nie, of 'n buitegebou of heining of enige verbouing of verandering of aanbouing of toevoegsel wat nie voldoen aan die vereistes van die regulasies nie, of wat nie met materiaal wat deur die dorpsbestuur van Gibeondorp goedgekeur is opgerig is nie, kan deur die dorpsbestuur op koste van die eienaar gesloop word.

(8) Die eienaar of huurder van 'n perseel, woning, gebou, buitegebou of heining moet te alle tye sodanige perseel, woning, gebou, buitegebou of heining in 'n sindelike, netjiese en goeie toestand hou.

Housing schemes, granting of housing loans and provisions in respect of rent and repayments

6. (1) The village management board of Gibeon Town may, with funds made available for the purpose, cause dwellings to be erected and may make such dwellings available to suitable applicants and the aged against payment of monthly rent and service charges prescribed by the board.

(2) Any person who is the head of a family and unmarried persons may apply for such accommodation.

(3) Accommodation shall be granted in deserving cases: Provided that if no accommodation is available the name of the applicant shall be placed on a waiting list.

(4) An agreement of lease, basically in the form set out in Annexure B shall be entered into with the successful applicant.

(5) The village management board of Gibeon Town shall have the right at any time to increase or decrease the monthly rent and service charges as determined in the agreement of lease, as circumstances may require.

(6) (a) The village management board of Gibeon Town may out of monies made available to or by the village management board for the purpose grant loans to successful applicants for the purchase or erection of dwellings.

(b) The village management board may in its discretion determine the amount of a loan but such amount shall not exceed R30 000.

(c) An application for a loan shall be made in the form set out in Annexure C.

(7) (a) Advances shall be made by the village management board of Gibeon Town in accordance with the progress made in the building work and on the strength of a certificate issued by the village management board's inspector of works or an officer appointed for this purpose by the village management board.

(b) In the case of a loan for the purchase of an already completed dwelling a valuation certificate shall be submitted to the village management board by an officer appointed to value the dwelling.

(8) Material purchased for the erection of a dwelling, building, outbuilding or fence shall be paid for by the village management board of Gibeon Town direct to the supplier on submission of detailed invoices.

Behuisingskemas, toestaan van behuisingslenings en bepalings ten opsigte van huurgelde en terugbetalings

6. (1) Die dorpsbestuur van Gibeondorp kan met fondse wat vir dié doel beskikbaar gestel is, wonings laat oprig en teen betaling van 'n deur die bestuur voorgeskrewe maandelikse huur en diensheffing aan geskikte applikante en oues van dae beskikbaar stel.

(2) Enige persoon wat 'n gesinshoof is en onge-troude persone, kan aansoek om sodanige huisvesting doen.

(3) Huisvesting word in verdienstelike gevalle toegestaan: met dien verstande dat indien geen huisvesting beskikbaar is nie, die applikant se naam op 'n waglys geplaas moet word.

(4) 'n Huurooreenkoms wat wesenlik in die vorm van Aanhangsel B moet wees, moet met die suksesvolle applikant aangegaan word.

(5) Die dorpsbestuur van Gibeondorp behou hom die reg voor om die maandelikse huurgeld en diensheffings, soos in die huurooreenkoms bepaal, te eniger tyd en na gelang van omstandighede te wysig.

(6) (a) Die dorpsbestuur van Gibeondorp kan uit gelde wat vir dié doel aan of deur die dorpsbestuur beskikbaar gestel word, lenings vir die aankoop of vir die oprigting van wonings aan suksesvolle applikante toestaan.

(b) Die bedrag van 'n lening kan na goe-dunke deur die dorpsbestuur bepaal word, maar mag nie die bedrag van R30 000 te bowe gaan nie.

(c) Aansoek om 'n lening moet in die vorm uiteengesit in Aanhangsel C gedoen word.

(7) (a) Voorskotte word deur die dorpsbestuur van Gibeondorp toegestaan ooreenkomstig die vordering wat daar met die bouwerk gemaak word, by voorlegging van 'n sertifikaat uitgereik deur die dorpsbestuur se inspekteur van werke of 'n amptenaar wat vir dié doel deur die dorpsbestuur aangestel is.

(b) In die geval van 'n lening vir die aankoop van 'n alreeds voltooide woning moet 'n sertifikaat van waardasie aan die dorpsbestuur voorgelê word deur 'n amptenaar wat aangestel is om die woning te waardeer.

(8) Daar word vir materiaal wat vir die oprigting van 'n woning, gebou, buitegebou of heining aangekoop word, deur die dorpsbestuur van Gibeondorp direk aan die verskaffer betaal, by voorlegging van gedetailleerde fakture.

(9) The rate of interest on loans granted shall be determined from time to time by the village management board of Gibeon Town

(10) Loans shall be repaid in equal monthly instalments in respect of capital and interest over a period not exceeding 30 years, calculated from the date on which the last advance in respect of the loan was made.

(11) A loan shall be secured by the session of the certificate of onwership of the owner of the premises in favour of the village management board of Gibeon Town as well as an agreement of debt, basically in the form set out in Annexure D to be entered into and between the applicant (debtor) and the creditor.

(12) Monthly instalments payable in terms of the agreement of debt shall become due and payable on the first day of each month commencing with effect from the first calendar month after the date on which the last advance in respect of the loan was made.

(13) Where the village management board of Gibeon Town lets a dwelling it shall be entitled to recover any arrear rent due and payable by the lessee by attaching the lessee's movable property after the relevant order by a competent court has been obtained.

Removal of undesirable persons

7. (1) A person found to be unlawfully in the area of the village management board of Gibeon Town may be ordered by the village management board to leave such area within 48 hours and such person shall obey the order.

(2) The village management board of Gibeon Town may in serving cases grant leave to persons who are unlawfully in the area to remain there temporarily.

Management and control of township

8. (1) The village management board of Gibeon Town may allocate, sell or let premises for housing, business, church, school or other purposes.

(2) (a) Unless the village management board decides to the contrary only one site shall be allowed for a dwelling in respect of any one person.

(b) The purchase price of sites shall vary from R50 to R150 depending on what the village management board may decide and with due consideration of the situation of the site.

(c) A memorandum of agreement, basically in the form set out in Annexure E shall be entered into and between the village management board and the purchaser.

(9) Lenings wat toegestaan word, dra 'n rentekoers wat van tyd tot tyd deur die dorpsbestuur van Gibeondorp bepaal word.

(10) Lenings moet in gelyke maandelikse paaie-mente ten opsigte van kapitaal en rente oor 'n tydperk van hoogstens 30 jaar, bereken vanaf die datum waarop die laaste voorskot ten opsigte van die lening toegestaan is, terugbetaal word.

(11) 'n Lening moet gedek word deur die sessie van die eindomsbewys van die eienaar van die perseel ten gunste van die dorpsbestuur van Gibeondorp asook 'n skuldooreenkoms, wesenlik in die vorm uiteengesit in Aanhangel D wat tussen die applikant (skuldenaar) en die skuldeiser aangegaan moet word.

(12) Maandelikse paaie-mente verskuldig ingevolge die skuldooreenkoms is betaalbaar op die eerste dag van elke maand gereken vanaf die eerste kalendermaand na die datum waarop die laaste voorskot ten opsigte van die lening toegestaan is.

(13) Waar die dorpsbestuur van Gibeondorp 'n woning verhuur is hy daarop geregtig om enige agterstallige huurgeld wat deur die huurder verskuldig is, te verhaal deur beslag op die huurder se losgoed te lê nadat 'n bevel deur 'n bevoegde hof daartoe verkry is.

Verwydering van ongewenste persone

7. (1) As daar ge-vind word dat 'n persoon nie wet-tig in die gebied van die dorpsbestuur van Gibeondorp is nie, kan hy deur die dorpsbestuur aangesê word om sodanige gebied binne 48 uur te verlaat en sodanige per-son moet die bevel gehoorsaam.

(2) Verlof vir die tydelike verblyf van persone wat onwettig in die gebied verkeer, kan in verdienstelike ge-valle deur die dorpsbestuur van Gibeondorp toegestaan word.

Bestuur van en beheer oor die dorp

8. (1) Die dorpsbestuur van Gibeondorp kan persele vir woon-, besigheid-, kerk- of ander doeleindes toeken, verkoop of verhuur.

(2) (a) Slegs een woonperseel word per persoon toe-gelaat, tensy die dorpsbestuur anders besluit.

(b) Die kooprys van persele wissel van R50 tot R150 afhangende van wat die dorpsbestuur mag besluit en met inagneming van die ligging van die perseel.

(c) 'n Memorandum van ooreenkoms, wesenlik in die vorm uiteengesit in Aanhangel E moet ten op-sigte van alle sodanige transaksies tussen die dorpsbestuur en die koper aangegaan word.

(3) No persons shall carry on any trade or business on any premises in the area of the village management of Gibeon Town unless such premises have been designated for the purpose by the village management board and unless such person has been authorised by the village management board to carry on such trade or business.

(4) If any trade or business premises is or becomes available the village management board shall cause a notice to that effect to be displayed and to be kept displayed at its offices.

(5) The village management board of Gibeon Town shall determine the hours during which trade or business may be carried on.

(6) No building which does not conform to the requirements of the village management board of Gibeon Town shall be used for trade or business purposes.

(7) (a) No person shall reside on trade or business premises without the approval of the village management board of Gibeon Town.

(b) Such approval may be granted by the village management board on such conditions as it may deem necessary and the conditions shall be complied with.

(8) Every trader shall take all reasonable steps to ensure that his premises and all implements and equipment used in connection with his undertaking are at all times in a proper state of repair and in a clean and hygienic condition, and that he and all persons in his employ and everything in his undertaking are clean.

(9) A trader shall make provision for sufficient sanitary conveniences, to the satisfaction of the village management board of Gibeon Town.

(10) (a) A trader and his employees shall submit themselves to a medical examination as often as the village management board of Gibeon Town requires them to do so.

(b) If it is found after such examination that the trader or any of his employees are suffering from any infections or contagious disease the village management board may prohibit the person concerned to be employed on any trading premises or in any trading undertaking or from handling any foodstuffs for sale thereon or therein or in connection therewith until he submits a medical certificate to the effect that he is no longer suffering from such infectious disease.

(11) No trader shall carry on his business elsewhere than upon the premises approved by the village management board of Gibeon Town.

(3) Niemand mag enige handel of besigheid op enige perseel in die gebied van die dorpsbestuur van Gibeon dorp dryf nie, tensy sodanige perseel vir die doel deur die dorpsbestuur aangewys is en tensy so iemand die magtiging van die dorpsbestuur het om sodanige handel of besigheid te dryf.

(4) Indien enige handels-, of besigheidspersoneel beskikbaar is of raak, moet die dorpsbestuur 'n kennisgewing te dien effekte by sy kantoor laat opplak en opgeplak laat hou.

(5) Die ure waartydens daar handel of besigheid gedryf mag word, word deur die dorpsbestuur van Gibeondorp bepaal.

(6) Geen gebou wat nie aan die vereistes van die dorpsbestuur van Gibeondorp voldoen nie, mag vir handels- of besigheidsdoeleindes gebruik word nie.

(7) (a) Geen persoon mag op 'n handels- of besigheidspersoneel sonder die goedkeuring van die dorpsbestuur van Gibeondorp woon nie.

(b) Die goedkeuring mag op sodanige voorwaardes as wat die dorpsbestuur nodig ag, verleen word, en daar moet aan die voorwaardes voldoen word.

(8) Elke handelaar moet alle redelike stappe doen om te verseker dat sy perseel en alle gereedskap en uitrusting wat in verband met sy onderneming gebruik word, te alle tye behoorlik onderhou word en in 'n skoon en higiëniese toestand is en dat hy en alle persone in sy diens en alles in sy onderneming skoon is.

(9) 'n Handelaar moet vir voldoende sanitêre geriewe tot bevrediging van die dorpsbestuur van Gibeondorp voorsiening maak.

(10) (a) So dikwels as wat die dorpsbestuur van Gibeondorp dit verlang, moet 'n handelaar en sy werknemers hulle aan 'n mediese ondersoek onderwerp.

(b) Indien daar na so 'n ondersoek bevind word dat die handelaar of van sy werknemers aan enige besmetlike of aansteeklike siekte ly, kan die dorpsbestuur die betrokke persoon verbied om op enige handelsperseel of by enige handelsonderneming in diens te wees of om eetware vir verkoop daarop of in verband daarmee te hanteer, totdat hy 'n geneeskundige sertifikaat voorlê wat verklaar dat hy nie meer aan sodanige besmetlike of aansteeklike siekte ly nie.

(11) Geen handelaar mag sy besigheid op 'n ander plek as op 'n deur die dorpsbestuur van Gibeondorp goedgekeurde perseel dryf nie.

(12) No trader shall use or cause or permit to be used any premises or any building or structure thereon or any purpose other than for which authority has been granted by the village management board of Gibeon Town.

(13) The consent of the village management board of Gibeon Town granted to a trader to carry on trade or business shall be renewed on or before 31 December of each year.

(14) The village management board of Gibeon Town may after one month's notice and with the approval of the Executive Committee of the Namas withdraw the right of a trader to carry on trade or business

- (a) if the trader has been convicted more than once of a contravention of the regulations;
- (b) if the trader dies or is declared of unsound mind by a competent court;
- (c) if the trader's estate has been sequestered as insolvent; or
- (d) for any other reason which the village management board of Gibeon Town may deem fit.

Damage to property

9. No person shall wilfully or negligently damage any water, electrical or sewerage installation in the area of the village management board of Gibeon Town.

Disturbance of the public peace

10. No person shall in any street, road or public place or on premises within the area of the village management board of Gibeon Town disturb the public peace by shouting, wrangling, quarrelling, swearing or by using obscene, abusive, insulting or threatening language or by unseemly, disorderly or violent behaviour.

Hindering officers and employees

11. No person shall hinder an officer or employee of the village management board of Gibeon Town in the execution of his duties.

Loafing

12. No person shall in any street or road within the area of the village management board of Gibeon Town sit, lie, stand, loiter or congregate and no person shall block such street or road or a public place so as to obstruct the traffic and no person shall hinder or interfere with any person lawfully using such street, road or public place.

(12) Geen handelaar mag enige perseel of enige gebou of struktuur daarop vir enige ander doel as die waartoe magtiging deur die dorpsbestuur van Gibeon dorp verleen is, gebruik, of laat gebruik of toelaat dat dit gebruik word nie.

(13) Die toestemming van die dorpsbestuur van Gibeondorp aan 'n handelaar om handel of besigheid te dryf, moet voor of op 31 Desember van elke jaar hernieu word.

(14) Die dorpsbestuur van Gibeondorp kan, na kennisgewing van een maand en met die goedkeuring van die Uitvoerende Komitee van die Namas die reg van 'n handelaar om handel of besigheid te dryf, intrek —

- (a) indien die handelaar meer as een maal weens oortreding van die regulasies skuldig bevind word;
- (b) indien die handelaar sterf of volgens die verklaring van 'n bevoegde hof nie by sy volle verstand is nie;
- (c) indien die handelaar se boedel as insolvent gesekwestreer word; of
- (d) om enige ander rede wat die dorpsbestuur van Gibeondorp goed ag.

Beskadiging van eiendom

9. Niemand mag enige water-, elektriese- of rioolinstallasie in die gebied van die dorpsbestuur van Gibeondorp moedswillig of weens nalatigheid beskadig nie.

Openbare rusverstoring

10. Niemand mag in 'n straat, pad of openbare plek of op 'n perseel binne die gebied van die dorpsbestuur van Gibeondorp die openbare rus verstoer nie deur te skreeu, rusie te maak, te twis, te vloek of vuil, skellende beledigende of dreigende taal te gebruik of deur onbetaamlik, wanordelike of gewelddadige gedrag.

Hinder van amptenare of werknemers

11. Niemand mag 'n amptenaar of werknemer van die dorpsbestuur van Gibeondorp in die uitvoering van sy pligte hinder nie.

Leeglêry

12. Niemand mag in enige straat of pad binne die gebied van die dorpsbestuur van Gibeondorp sit, lê, staan, drentel of vergader nie en niemand mag sodanige straat, pad of 'n openbare plek versper en die verkeer daardeur belemmer nie en niemand mag iemand wat wettiglik van sodanige straat, pad of openbare plek gebruik maak, hinder of lastig val nie.

Urinating and defecating at public places

13. No person shall urinate or defecate in any street, road, throughfare, sidewalk, footpath, open space or public place within the area of the village management board of Gibeon Town except in the conveniences provided for such purpose.

Damage to township property

14. No person shall wilfully or negligently damage or destroy any tree, bush, shrub, plant, hedge, road, building, installation, structure, pipe, garbage bin, fitting or appliance which is the property of the village management board of Gibeon Town.

Control of games and entertainment

15. No person shall conduct or take part in any game, gambling or entertainment in the area of the village management board of Gibeon Town which causes a disturbance or which is a nuisance or gives offence to the inhabitants, officers or employees of the village management board or which is improper or subversive of good morals and no owner of premises or occupier of a dwelling or building shall permit any such game, gambling or entertainment to take place on his premises in his dwelling or in his building.

Infectious or contagious diseases

16. (1) If it is suspected that any person in the area of the village management board of Gibeon Town is suffering from any infectious or contagious disease the name of such person and any relevant facts which may be known shall be reported by the person suspecting such infectious or contagious disease at the office of the village management board.

(2) A health officer authorised thereto by the village management board may at any time enter any premises, dwelling or building and examine all persons found there and whom he suspects of suffering from an infectious or contagion, and order any person whom he suspects of suffering from any infectious or contagious disease or of having been exposed to such infection or contagion to ensure that he is admitted to a hospital for infectious or contagious diseases and is detained therein until such time as, in the opinion of the said health officer, he is free from infection.

Washing of clothes

17. Clothes shall not be washed at any place other than on premises or in a dwelling or building.

Urinering en ontlasting op openbare plekke

13. Niemand mag in 'n straat, pad, deurgang, sypaadje, voetpad, oop ruimte of enige openbare plek binne die gebied van die dorpsbestuur van Gibeondorp urineer of hom ontlas nie, behalwe in die geriewe wat vir die doel beskikbaar gestel is.

Beskadiging van dorpsbestuureiendom

14. Niemand mag 'n boom, bos, struik, plant, heg, pad, gebou, installasie, struktuur, pyp, vullisbak, toebehore of toestel wat die eiendom van die dorpsbestuur van Gibeondorp is, moedswillig of weens nalatigheid beskadig of vernietig nie.

Beheer oor spele en vermaaklikheid

15. Niemand mag enige spel, dobbelary of vermaaklikheid wat 'n stoornis veroorsaak of wat die inwoners, amptenare of werknemers van die dorpsbestuur van Gibeondorp tot oorlas is of aanstoot gee, of wat onbetaamlik is of wat die sedelike gedrag ondermyn, in die gebied van die dorpsbestuur beoefen of daaraan deelneem nie en geen eienaar van 'n perseel of okkupeerder van 'n woning of gebou mag toelaat dat enige sodanige spel, dobbelary of vermaaklikheid op sy perseel of in sy woning of gebou plaasvind nie.

Aansteeklike of besmetlike siektes

16. (1) Indien daar vermoed word dat 'n inwoner in die gebied van die dorpsbestuur van Gibeondorp aan enige aansteeklike of besmetlike siekte ly, moet die naam van sodanige persoon en enige tersaaklike feite wat bekend is, deur die persoon wat sodanige aansteeklike of besmetlike siekte vermoed, by die kantoor van die dorpsbestuur aangemeld word.

(2) 'n Gesondheidsbeampte wat deur die dorpsbestuur daartoe gemagtig is, kan te eniger tyd enige perseel, woning of gebou betree of binnegaan en alle persone wat hy daar aantref wat volgens sy vermoede aan 'n aansteeklike of besmetlike siekte ly of aan sodanige aansteeking of besmetting blootgestel was, ondersoek en enige persoon wat hy vermoed aan enige aansteeklike siekte ly of aan besmetting daarmee blootgestel was, gelas om te verseker dat hy in 'n hospitaal vir aansteeklike of besmetlike siektes opgeneem en daar aangehou word totdat die persoon na die mening van die gesondheidsbeampte, vry van besmetting is.

Was van Klere

17. Klere mag op geen ander plek as op 'n perseel of in 'n woning of gebou gewas word nie.

Refuse receptacles

18. (1) Every owner or lessee of premises or of a dwelling or building shall obtain and keep a garbage bin of the kind approved by the village management board of Gibeon Town in which rubbish, filth and litter of whatever nature shall be placed.

(2) No person shall place, cause to be placed or keep or permit to be placed or kept any rubbish, filth or litter of whatever nature at any place other than in a garbage bin.

(3) All rubbish, filth and litter of whatever nature placed or kept in a garbage bin as aforesaid shall be removed by the village management board from premises, dwellings and buildings at regular intervals on payment of a fee prescribed by the board and dumped at a place or places approved by the village management board.

Dogs and other animals

19. (1) (a) No person shall keep a dog in the area of the village management board of Gibeon Town except with the written permission of the village management board.

(b) A person to whom such permission is granted shall immediately thereafter obtain a license on payment of the prescribed fee.

(2) A dog for which no permission has been granted or in respect of which no license fee has been paid may be destroyed immediately by order of the village management board.

(3) Where a dog for which permission has been granted in terms of subregulation (1) is, in the opinion of an officer or the village management board, undernourished, ill-treated or neglected, the village management board may withdraw its permission and cause the dog to be destroyed.

(4) No person shall keep any horse, cattle, mule, donkey, sheep, goat, pig or any similar livestock in the area of the village management board without the village management board's permission unless the conditions imposed by the village management board are complied with and the fees prescribed by the board have been paid.

Collection of rent and payment of fees due to the village management board

20. (1) Rent and any other fees due to the village management board of Gibeon Town shall be paid at the office of the village management board.

Vullishouers

18. (1) Elke eienaar of huurder van 'n perseel woning of gebou moet 'n vullishouer van die soort deur die dorpsbestuur van Gibeondorp goedgekeur is, aanskaf en hou en rommel, vuilgoed en afval van watter aard ook al, daarin plaas.

(2) Niemand mag enige rommel, vuilgoed of afval, van watter aard ook al, op 'n ander plek as in 'n vullishouer plaas, laat plaas of hou of toelaat dat dit aldus geplaas of gehou word nie.

(3) Alle romme, vuilgoed en afval, van watter aard ook al, wat aldus in 'n vullishouer geplaas of gehou word, moet gereeld van tyd tot tyd en teen betaling van 'n deur die raad voorgeskrewe tarief deur die dorpsbestuur van persele, wonings en geboue verwyder word en op sodanige plek of plekke as wat deur die dorpsbestuur goedgekeur is, gestort word.

Honde en ander diere

19. (1) (a) Niemand mag 'n hond in die gebied van die dorpsbestuur van Gibeondorp aanhou nie, behalwe met die skriftelike toestemming van die dorpsbestuur.

(b) 'n Persoon moet onmiddellik nadat hy sodanige toestemming verkry het, 'n lisensie teen betaling van die voorgeskrewe geld verkry.

(2) 'n Hond waarvoor geen toestemming verleen of geen lisensiegelde betaal is nie, kan onmiddellik op las van die dorpsbestuur doodgemaak word.

(3) Waar 'n hond waarvoor toestemming ingevolge subregulasie (1) verleen is, na die mening van 'n amptenaar van die dorpsbestuur ondervoed, mishandel of verwaarloos word, kan die dorpsbestuur sy toestemming intrek en die hond laat doodmaak.

(4) Geen persoon mag in die gebied van die dorpsbestuur enige perd, bees, muil, donkie, skaap, bok, vark of enige soortgelyke lewende hawe aanhou nie, tensy die dorpsbestuur toestemming daartoe verleen het, die voorwaardes deur die dorpsbestuur gestel nagekom word en die deur die bestuur voorgeskrewe geld betaal is.

Invordering van huur en betaling van gelde verskuldig aan die dorpsbestuur

20. (1) Huur en enige ander gelde verskuldig aan die dorpsbestuur van Gibeondorp moet by die kantoor van die dorpsbestuur betaal word.

(2) Subject to the provisions of an agreement of lease or debt a person owing money to the village management board shall pay the same within one month after the date on which it becomes due and payable.

Sale and lease of premises

21. (1) Money from the sale of premises or in respect of rent may be appropriated by the village management board of Gibeon Town for the development and embellishment of the town or may be deposited in a housing fund for appropriation for —

- (a) the erection of dwellings;
- (b) the granting of loans to owners of premises for the erection of dwellings;
- (c) the acquisition of any dwelling; and
- (d) the upkeep of dwellings erected in terms of the regulations.

(2) In the event of a certificate of ownership issued in terms of the regulations being lost or destroyed, stolen or mutilated, the person to whom the certificate of ownership has been issued may apply for a copy thereof to the village management board by means of a sworn affidavit and on payment of an amount of one rand.

(3) No premises let by the village management board in terms of the regulations shall be sublet without the permission of the village management board.

- (4) If the owner or lessee of premises dies —
 - (a) the certificate of ownership of the premises shall, in the case of an owner, be endorsed free of charge in favour of the heir; and
 - (b) the agreement of lease may, in the case of a lessee, be extended in favour of the surviving spouse or son or daughter.

Slaughtering of stock

22. No person shall slaughter in the area of the village management board of Gibeon Town except at a place approved by the village management board for this purpose.

- (b) Behoudens die bepalinge van 'n huurooreenkoms of skuldooreenkoms, moet iemand wat gelde aan die dorpsbestuur verskuldig is, dit binne een maand na die datum waarop dit verskuldig en betaalbaar is, betaal.

Verkoop en verhuur van persele

21. (1) Gelde verkry uit die verkoop of verhuur van persele kan deur die dorpsbestuur van Gibeondorp vir die ontwikkeling en verfraaiing van die dorp aangewend word of in 'n behuisingsfonds gestort word vir die aanwending vir —

- (a) die oprigting van wonings;
- (b) die toestaan van lenings aan eienaars van persele vir die oprigting van wonings;
- (c) die aankoop van enige woning; en
- (d) die instandhouding van wonings wat ingevolge die regulasies opgerig word.

(2) As 'n eiendomsbewys wat ingevolge die regulasies uitgereik is, vermis, vernietig, gesteel of geskend word, kan die persoon aan wie die eiendomsbewys uitgereik is, by wyse van 'n beëdigde verklaring en teen betaling van die bedrag van een rand by die dorpsbestuur aansoek doen om 'n afskrif daarvan.

(3) Geen perseel wat ingevolge die regulasies deur die dorpsbestuur verhuur word, mag sonder die toetsing van die dorpsbestuur onderverhuur word nie.

- (4) As die eenaar of huurder van 'n perseel te sterwe kom —
 - (a) word, in die geval van 'n eenaar, die eiendomsbewys van die perseel kosteloos ten gunste van die erfgenaam geëndosseer; en
 - (b) kan, in die geval van 'n huurder, die huurooreenkoms ten gunste van die langslewende eggenoot of eggenote of seun of dogter verleng word.

Slag van vee

22. Niemand mag in die gebied van die dorpsbestuur van Gibeondorp slag nie, behalwe op 'n plek wat vir dié doel deur die dorpsbestuur goedgekeur is.

Making of fires

23. No person shall light a fire in a street, road thoroughfare, sidewalk, footpath, open space or any public place within the area of the village management board of Gibeon Town or on the commonage, except with the prior permission of the village management board and in accordance with directions issued by it.

General Sanitation

24. (1) No person shall provide, construct, fix, keep or use any pail closet inside or under the same roof as a dwelling.

(2) No person shall keep or place or permit to be kept or placed any night soil or filth of whatever nature in such a manner or for such a time as to favour the breeding of flies or to attract rats or other vermin to such premises.

(3) The occupier of any premises on which a closet, urinal or latrine has been provided shall screen both the entrance and the pail recess thereof from public view and shall have such closet, urinal or latrine effectively and suitably fly-screened.

(4) Every yard and every approach thereto and every closet, urinal and latrine shall at all times be kept in a clean and tidy condition, and the owner or lessee in control of such yard or the approach thereto or of any closet, urinal or latrine shall properly observe these provisions.

(5) If the owner or lessee fails to keep a closet, urinal latrine, yard or approach thereto in accordance with the aforementioned provisions, the village management board may itself cause such place to be cleaned and may recover the expenditure incurred from the owner or lessee.

(6) No person shall leave a closet, urinal or latrine in an improper or unclean manner.

(7) No male person shall use any public sanitary convenience provided for the exclusive use of female persons and no female person shall use any public sanitary convenience provided for the exclusive use of male persons and no person shall use any public sanitary convenience in any manner calculated to render it unclean and unhygienic.

(8) No person shall wilfully or negligently damage any earth-closet, pail-closet, water-closet, privy, ashpit, ashbin, urinal, wash-bowl, fixed bath or basin, waste-pipe, sewer or slop-tank belonging to any building or in any manner impede, obstruct or interfere with the running of a sanitary service or sell, let or otherwise dispose of any pail supplied to him by the village management board.

Maak van vure

23. Niemand mag 'n vuur in 'n straat, pad, deurgang, sypaadje, voetpad, oop ruimte of enige openbare plek binne die gebied van die dorpsbestuur van Gibeondorp of op die dorpsmeent aansteek nie, behalwe met die voorafverkreë toestemming van die dorpsbestuur en ooreenkomstig die voorskrifte deur die dorpsbestuur uitgereik.

Algemene sanitasie

24. (1) Niemand mag 'n emmergemak binne of onder dieselfde dak as 'n woning verskaf, oprig, aanbring, hou of gebruik nie.

(2) Niemand mag nagvuil of vullis van watter aard ook al op so 'n wyse of vir so 'n tydperk dat dit die uitbroei van vlieë bevorder of rotte of ander ongediertes na 'n perseel aanlok, op sodanige perseel hou of plaas of toelaat dat dit daar gehou of geplaas word nie.

(3) Die bewoner van 'n perseel waarop daar 'n gemakhuisie, urinaal of latrine is, moet sowel die ingang daarvan as die emmerafskorting uit die gesig van die publiek verberg en moet ook toesien dat sodanige gemakhuisie, urinaal of latrine doeltreffend en behoorlik teen vlieë beskut is.

(4) Elke agterplaas en elke toegang daartoe, en elke gemakhuisie, urinaal en latrine moet te alle tye in 'n sindelike en netjiese toestand gehou word en die eienaar of huurder wat beheer het oor sodanige agterplaas of toegang daartoe of oor enige gemakhuisie, urinaal of latrine moet hierdie bepalings behoorlik nakom.

(5) As die eienaar of huurder in gebreke bly om 'n gemakhuisie, urinaal, latrine, agterplaas of toegang daartoe ingevolge die voorafgaande bepalings te hou, kan die dorpsbestuur self sodanige plek laat skoonmaak en die koste daarvoor aangegaan op die eienaar of huurder verhaal.

(6) Niemand mag 'n gemakhuisie, urinaal of latrine in 'n onbehoorlike of onsindelike toestand laat nie.

(7) Geen manspersoon mag gebruik maak van enige openbare sanitêre geriewe wat uitsluitend vir die gebruik van vrouepersone voorsien is nie en geen vrouepersoon mag gebruik maak van enige openbare sanitêre geriewe wat uitsluitend vir die gebruik van manspersone voorsien is nie, en niemand mag enige openbare sanitêre geriewe gebruik of 'n wyse wat daarop bereken is om dit vuil en onhigiënies te maak nie.

(8) Niemand mag 'n putgemak, emmergemak, watergemak, privaat, asput, asbak, urinaal, wasbak, vasstaande bad of kom, afvoerpyp, riool of vuilwater-tenk wat toebehoort tot enige gebou moedswillig of weens nalatigheid beskadig nie, of op enige wyse die uitvoering van 'n sanitêre diens belemmer, verhinder of hom daarmee bemoei nie, of 'n emmer wat die dorpsbestuur aan hom verskaf het, verkoop, verhuur of op 'n ander wyse wegmaak nie.

Cemeteries

25. (1) The village management board of Gibeon Town shall demarcate a cemetery site within or in the precincts of the township for the interment of the dead and shall demarcate grave sites therein in accordance with a layout plan.

(2) (a) Grave sites for persons of the age of 12 years and older shall be not less than one metre apart, not less than two metres in length and not less than one metre in breadth.

(b) Grave sites for children under the age of 12 years shall be not less than 0,63 metre apart, not less than two metres in length and not less than 0,8 metre in breadth.

(3) Graves shall be not less than 1,9 metres in depth: Provided that graves for children under 12 years of age shall be not less than 1,5 metres in depth.

(4) The village management board may from time to time determine the charge to be made for grave sites as well as the charge for the digging and closing of graves.

(5) No person shall inter any body or cause it to be interred elsewhere in the area of the village management board than in the cemetery and the grave site set aside for this purpose.

(6) only bodies of persons dying in the area of the village management board may be interred in the cemetery: Provided that the village management board may in its discretion permit the interment of the bodies of persons from outside its area.

(7) Except with the written authority of the village management board no person shall bury or permit to be buried more than one body in any one grave site.

(8) Tombstones, memorials, inscriptions, decorations, rails, fences or other erections on a grave shall be placed within the limits of the grave site.

(9) No person shall conduct himself in an improper or disorderly manner within the cemetery.

(10) The village management board shall determine the manner in which graves shall be numbered and what records shall be kept of persons buried in the cemetery.

General provisions

26. (1) The owner of or person in charge of an animal which dies within the area of the village management board of Gibeon Town shall within 24 hours after the death thereof make arrangements or cause arrangements to be made for proper removal of the carcass to a place where and in such a manner that no nuisance or danger to health or annoyance to the occupiers of premises in the vicinity will be caused.

Begraafplase

25. (1) Die dorpsbestuur van Gibeondorp moet 'n begraafplaasterrein binne of in die omgewing van die dorp vir die teraardebestelling van dooies afbaken en moet daarin grafpersele ooreenkomstig 'n aanlegplan afbaken.

(2) (a) Grafpersele vir persone van 12 jaar en ouer moet minstens een meter van mekaar af, minstens twee meter lank en minstens een meter breed wees.

(b) Grafpersele vir kinders onder 12 jaar moet minstens 0,63 meter van mekaar af, minstens twee meter lank en minstens 0,8 meter breed wees.

(3) Grafte moet minstens 1,9 meter diep wees: Met dien verstande dat grafte vir kinders onder 12 jaar minstens 1,5 meter diep moet wees.

(4) Die dorpsbestuur kan van tyd tot tyd die bedrag wat vir grafpersele gevra moet word, asook die bedrag vir die grawe en toemaak van grafte, vasstel.

(5) Niemand mag 'n lyk in die gebied van die dorpsbestuur elders as in die begraafplaas en die grafperseel daarvoor aangedui, begrawe of laat begrawe nie.

(6) Slegs lyke van persone wat in die gebied van die dorpsbestuur sterf, mag in die begraafplaas begrawe word: Met dien verstande dat die dorpsbestuur na goeddunke die teraardebestelling van lyke van persone van buite sy gebied in die begraafplaas kan toelaat.

(7) Behalwe met die skriftelike goedkeuring van die dorpsbestuur mag niemand meer as een lyk in een grafperseel begrawe of toelaat dat dit begrawe word nie.

(8) Grafstene, gedenktekens, opskrifte, versierings, traliewerke, heinings of iets ander op 'n graf moet binne die grense van die grafperseel geplaas word.

(9) Niemand mag hom op 'n onbehoorlike of wanordelike wyse binne die begraafplaas gedra nie.

(10) Die dorpsbestuur bepaal die wyse waarop grafte genommer word en die rekords wat gehou moet word van persone wat in die begraafplaas begrawe word.

Algemene bepalings

26. (1) Die eienaar van of persoon wat toesig het oor 'n dier wat in die gebied van die dorpsbestuur van Gibeondorp doodgaan, moet binne 24 uur na die dood daarvan reëlings tref of laat tref vir die behoorlike verwydering van die karkas na 'n plek waar en op so 'n wyse dat daar geen oorlas, of gevaar vir die gesondheid of ergernis vir die bewoners van persele in die omgewing ontstaan nie.

(2) No person shall remove, destroy, interfere or tamper with a contrivance or mechanics for the catching or destruction of rodents which has been set or placed on premises by an employee of the village management board in the course of his duties.

(3) No person shall pollute or permit to be polluted a water catchment area, river, fountain, well, reservoir, filter-bed, water purifying or pump installation, tank, water trough or other water source or water storage place from which water is used or will probably be used for drinking or household purposes in the area of the village management board.

(4) No person shall place, cause or permit to be placed any offensive, infectious or noxious substance, effluent, liquid or similar thing at or near or in the immediate vicinity of a water reserve.

(5) No person shall keep, cause or permit to be kept an animal or bird at or near or in the immediate vicinity of a water reserve used for household purposes.

(6) No person shall take, cause or permit to be taken water from a water reserve in a manner in which the water reserve will be polluted or will probably be polluted.

Delegation of powers by the village management board

27. The village management board Gibeon Town may delegate, either generally or in any particular case, any power conferred upon it by these regulations to any officer or officers of the village management board.

Penalties

28. Any person who contravenes or fails to comply with the provisions of any of the following regulations shall be guilty of an offence and liable on conviction, to

- (a) a fine not exceeding R50 or imprisonment for a period not exceeding six months or to both such fine and imprisonment in case of a contravention of regulations 5(2), 5(4), to (6), 5(8), 10 to 15, 17, 18, 19(1), 19(4), 20, 21(3), 22, 24(1) to (4), 24(6) to (8), 25(5), 25(7) to (9) and 26(1) and (2);
- (b) a fine not exceeding R100 or imprisonment for a period not exceeding 12 months or both such fine and imprisonment in case of a contravention of regulations 7(1), 8(3), 8(6) to (13), 9, 16, 23 and 26(3) to (6)

(2) Niemand mag 'n toestel of meganisme vir die vang of uitroeiing van knaagdiere wat deur 'n werknemer van die dorpsbestuur in die loop van sy pligte op 'n perseel gestel of geplaas is, verwyder, vernietig, hom daarmee bemoei of daaraan peuter nie.

(3) Niemand mag 'n wateropvanggebied, rivier, fontein, put reservoir, filtreerbedding, watersuiwerings- of pompinstallasie, tenk, waterbak of 'n ander waterbron of wateropgaarplek waarvan water as drinkwater of vir huishoudelike doeleindes in die dorpsbestuurgebied gebruik word of waarskynlik gebruik sal word, besoedel of toelaat dat dit besoedel word nie.

(4) Niemand mag 'n aanstootlike, besmetlike of skadelike bestanddeel, uitvloeisel, vloeistof of soortge lyke iets by of naby of in die onmiddellike omgewing van 'n watervoorraad plaas of laat plaas of toelaat dat dit daar geplaas word nie.

(5) Niemand mag 'n dier of voël by of naby of in die onmiddellike omgewing van 'n watervoorraad wat vir huishoudelike doeleindes gebruik word, hou of laat hou of toelaat dat dit daar gehou word nie.

(6) Niemand mag water op so 'n manier uit 'n watervoorraad neem of laat neem of toelaat dat dit geneem word, dat dit die watervoorraad besoedel of waarskynlik sal besoedel nie.

Oordrag van bevoegdheid deur die dorpsbestuur

27. Die dorpsbestuur van Gibeondorp kan enige bevoegdheid by hierdie regulasies aan hom verleen aan enige amptenaar of amptenare van die dorpsbestuur oor die algemeen of in 'n besondere geval oordra.

Strafbepalings

28. Enigeen wat die bepalings van enige van die volgende regulasies oortree of versuim om daaraan te voldoen, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met —

- (a) 'n boete van hoogstens R50 of gevangenisstraf vir 'n tydperk van hoogstens ses maande of met beide sodanige boete en gevangenisstraf in die geval van 'n oortreding van regulasies 5(2), 5(4) tot 5(6), 5(8), 10 tot 15, 17, 18, 19(1), 19(4), 20, 21(3), 22, 24(1) tot (4), 24(6) tot (8), 25(5), 25(7) tot 25(9), en 26(1) en (2);
- (b) 'n boete van hoogstens R100 of gevangenisstraf vir 'n tydperk van hoogstens 12 maande of met beide sodanige boete en gevangenisstraf in die geval van 'n oortreding van regulasies 7(1), 8(3), 8(6) tot 8(13), 9, 16, 23 en 26(3) tot 26(16).

Determination of moneys payable to the village management board

29. Subject to the provisions of regulations 6(10) and 21(2) and (4)(a) the village management board of Berseba Town from time to time determine the moneys payable to it.

Repeal of regulations promulgated by Government Notice R1426 of 29 July 1977.

30. The regulations promulgated by Government Notice R1426 of 29 July 1977 gave been repealed.

ANNEXURE A

(Regulation 5)

CERTIFICATE OF OWNERSHIP IN RESPECT OF PREMISES WITH/WITHOUT IMPROVEMENTS

Town: GibeonnTown

Area: Namaland

Whereas premises No..... with/without improvements (hereinafter referred to as "the premises") in in the area of Namaland have been sold to

Now, therefore, it is hereby declared that the Village Management Board of Gibeon Town, (hereinafter referred to as the Village Management Board), after consultation with and with the consent of the Executive Committee of the Namas, has sold to the said.....

the premises set out and described in the map attached hereto, to possess henceforth in perpetuity with full power and authority, subject, however, to the following conditions:

- (1) The premises shall be subject to the provisions of the regulations and any other regulations which may in future be promulgated for.....
(2) Save with the approval of the village management board and after consultation with and with the consent of the said Executive Committee the premises may not —

Bepaling van gelde betaalbaar aan dorpsbestuur

29. Behoudens die bepalings van regulasies 6(10) en 21(2) en (4)(a) bepaal die dorpsbestuur van Berseba-dorp van tyd tot tyd die gelde wat aan die dorpsbestuur betaalbaar is.

Herroep van regulasies uitgevaardig by Goewerments-kennisgewing R.1426 van 29 Julie 1977

30. Die regulasies uitgevaardig by Goewerments-kennisgewing R.1426 van 29 Julie 1977 word hierby herroep.

AANHANGSEL A

EIENDOMSBEWYS TEN OPSIGTE VAN PERSEEL MET/SONDER VERBETERINGE

Dorp: Gibeondorp

Gebied: Namaland

Nademaal perseel No. met/sonder verbeterings (hierna "die perseel" genoem) in in die gebied Namaland, verkoop is aan

So is dit dat hierby betuig word dat daar deur die Dorpsbestuur van Gibeondorp (hieronder die Dorpsbestuur genoem) na oorlegpleging met en met die instemming van die Uitvoerende Komitee van die Namas aan die genoemde.....

verkoop is die perseel uiteengesit en beskrywe op die kaart hierby aangeheg, om dit voortaan ewigdurend met volle mag en gesag te besit, maar onderworpe aan die volgende voorwaardes:

- (1) Die perseel is onderworpe aan die bepalings van die regulasies en enige ander regulasies wat in die toekoms vir..... uitgevaardig word
(2) Behalwe met die goedkeuring van die dorpsbestuur en na oorlegpleging met en met die instemming van genoemde Uitvoerende Komitee, mag die perseel nie —

- (a) be used for any purpose other than that for which it was sold;
 - (b) be subdivided;
 - (c) be possessed under a certificate of ownership by more than one person; or
 - (d) be let to a person other than a Nama.
- (3) The owner of the premises shall pay to the village management board or such other body or bodies as may be properly constituted the fees and taxes payable in terms of the regulations applicable to

- (a) vir enige ander doel gebruik word as waarvoor dit verkoop is nie;
 - (b) onderverdeel word nie;
 - (c) ingevolge die eiendomsbewys deur meer as een persoon gehou word nie; of
 - (d) aan 'n ander persoon as 'n Nama verhuur word nie.
- (3) Die eienaar van die perseel moet aan die Dorpsbestuur of aan sodanige ander liggaam of liggame as wat behoorlik saamgestel word, die gelde en belasting betaalbaarder ingevolge die regulasies wat op

betrekking het, betaal.

Aldus gedoen en geteken te.....

op hede diedag van

19

Amptenaar behoorlik daartoe gemagtig deur die Dorpsbestuur

AANHANGSEL B

(Regulasie 6(4))

HUUROORENKOMS

HUUROORENKOMS AANGEGAAN EN GESLUIT DEUR EN TUSSEN DIE DORPSBESTUUR VAN GIBEONDORP (hierna die Verhuurder genoem) en

..... (hierna die huurder genoem)

- 1. Die Verhuurder verhuur aan die Huurder die perseel bekend as No..... gelee in..... tesame met die woonhuis, toebehore en verbeteringe daarop, (hierna die verhuurde eiendom genoem).
- 2. Die ooreenkoms is op 'n maandelikse grondslag met ingang van en kan met drie maande skriftelike kennisgewing deur een van beide partye beëindig word. Sodanige kennisgewing tree in werking op die eerste dag van die maand en eindig op die laaste dag van die tydperk van drie maande.

Thus done and signed at.....

this.....day of

19

Office duly authorised thereto by the Village Management Board

ANNEXURE B

(Regulation 6(4))

AGREEMENT OF LEASE

AGREEMENT OF LEASE MADE AND ENTERED INTO BY AND BETWEEN THE VILLAGE MANAGEMENT BOARD OF GIBEON TOWN (hereinafter referred to as the lessor), and.....

(hereinafter referred to as the lessee)

- 1. The lessor hereby lets to the lessee the site known as No..... situate in..... together with the house, belongings and improvements, (hereinafter called the leased property).
- 2. The agreement is on a monthly basis with effect from

and may be terminated on three months' written notice by one of the parties. Such notice come into operation on the first day of the month and ends on the last day of a period of three months.

3. The rental is payable monthly and is determined by the lessor from time to time on written notification by the lessor to the lessee. A copy of such written notification of the lease determination signed on behalf of the lessor is attached to this agreement and thereafter forms part of this agreement with effect from the date mentioned therein.
4. The lessee undertakes to deliver before the last day of February of each year and in such a manner as the lessor may determine, proof of his income over the preceding twelve months. Should the lessee fail to comply with these requirements the lessor may, subject to the other provisions of this agreement, determine the rental in terms of paragraph 3 hereof as he may deem fit.
5. The rental is payable monthly in advance on the first day of each month at the office of the lessor.
6. The lessee shall not take on any lodgers and may not allow anybody who is not a member of his household, to reside or move in on the leased property without the written consent of the lessor obtained beforehand.
7. The lessee shall not transfer or cede any right over the leased property in this agreement without the prior written consent of the lessor.
8. The lessee is not allowed to build on, reconstruct, add or demolish the leased property or construct any structure, shelter or installation of whatever nature on the leased property without the prior written permission of the lessor.
9. The lessee shall be responsible for the proper upkeep of the leased property and adjacent street in a clean and tidy condition at all times and not allow the property being used as a storage or scapyard for shameful, unsightly or scrap material of any nature.
10. The leased property shall not be used for any other purpose than for residential purpose, but a garden for the growing of fruit, vegetables and flowers for household purposes is allowed. No animals shall be kept on the leased property without obtaining the prior written permission of the lessor.
11. The lessor shall be responsible for the normal upkeep of the leased property. The lessor shall not be held responsible for loss or damage suffered by the lessee as a result of a deficiency or delay in the execution of repairs or upkeep of whatever nature.
3. Die huurgeld wat maandeliks betaalbaar is word van tyd tot tyd deur die Verhuurder bepaal en hy sal die huurder skriftelik van sodanige huurbepaling in kennis stel. 'n Afskrif van sodanige skriftelike kennisgewing van die huurbepaling onderteken namens die Verhuurder word aan hierdie ooreenkoms geheg en word daarna beskou om deel uit te maak van hierdie ooreenkoms met ingang vanaf die datum daarin aangedui.
4. Die Huurder onderneem om voor die laaste dag van Februarie van elke jaar op die wyse soos die Verhuurder verlang bewys te lewer van sy inkomste oor die voorafgaande twaalf maande. Indien die Huurder in gebreke bly om aan hierdie vereiste te voldoen kan die Verhuurder, behoudens die ander bepalinge van hierdie ooreenkoms, die huurgeld kragtens paragraaf 3 hiervan, na goeddunke bepaal.
5. Die huurgeld is maandeliks op die eerste dag van elke maand vooruitbetaalbaar by die kantoor van die Verhuurder.
6. Die Huurder mag nie loseerders inneem of toelaat dat iemand wat nie lid van sy gesin is nie enige deel van die verhuurde eiendom bewoon of betrek van daarop inwoon nie sonder die voorafgaande skriftelike toestemming van die Verhuurder nie.
7. Die Huurder mag nie enige reg op die verhuurde eiendom of sy reg en belange in hierdie ooreenkoms oordra of seeder nie sonder die voorafgaande skriftelike toestemming van die Verhuurder nie.
8. Die Huurder mag geen aanbouing, verboueing, toevoeging of sloping van die verhuurde eiendom of enige struktuur, skerm of stellasië van watter aard ookal op die verhuurde eiendom aanbring of toelaat nie sonder die voorafgaande skriftelike toestemming van die Verhuurder nie.
9. Die Huurder moet die verhuurde eiendom en die straat aangrensende daaraan te alle tye in 'n skoon en ordelike toestand hou en nie toelaat dat dit gebruik word as 'n bergplek of opgaarplek vir skandalelike-, onooglike- of afvalmateriaal van enige aard nie.
10. Die verhuurde eiendom mag nie vir enige ander doel as vir woondoeleindes gebruik word nie maar 'n tuin waarin vrugte, groente en blomme vir huishoudelike gebruik gekweek word is toegelaat. Geen diere mag sonder voorafgaande skriftelike toestemming van die Verhuurder op die verhuurde eiendom aangehou word nie.
11. Die Verhuurder is verantwoordelik vir die normale instandhouding van die verhuurde eiendom. Die Verhuurder is nie aan die Huurder aanspreeklik vir verlies of skade wat hy as gevolg van 'n defek of vertraging by die uitvoering van herstelwerk of instandhouding van watter aard ookal ly nie.

12. The lessee shall abstain from doing or permitting anything whereby the buildings, improvements or the leased property be damaged, whether it be by causing a hole in the walls, panes, doors, windows or other belongings by accident or negligence. Where damage of this nature is caused, excluding vis major, the lessee shall be responsible for the cost of repairs thereof and the lessor shall have the right to enter the property through his deputy to execute such repairs as he may deem necessary to the buildings and to recover the cost thereof from the lessee.

13. Should the lessee fail to pay the rental or any amount which is due and payable in terms of this agreement on the due date, or should the lessee fail to comply with any terms of this agreement promptly, or if the lessee in the opinion of the lessor causes any trouble or behaves in a manner as such to influence the moral or decency of other residents, the lessor may in spite of earlier extension of payment or breaking of conditions of this agreement, be it expressly or tacit allowed, terminate the agreement by a written notice of seven days to the effect that the lessee must vacate the property. Such termination of the agreement shall not deprive the lessor of his right to recover any amount which is still due or any damage suffered as a result of the termination of the agreement.

14. The parties agree that the Magistrate's Court of

.....
shall have jurisdiction in any lawsuit which may arise from this agreement and the lessee elects his *domicilium citandi et executandi* to be the leased property.

15. Should the lessee die, his widow may carry on to reside on the leased property if she informs the lessor of this within fourteen days after the death of the lessee and on entering a new agreement with the lessor.

16. The lessee may not damage any tree, garden, road-house, beacon, fence, pipe, pole, refuse container or other belongings or instruments or tamper with the same or allow any member of his household to do the same, be it on the leased property or in the residential area.

Signed at this

day of 19.....

Witnesses: 1.

12. Die Huurder mag niks doen of toelaat waardeur die geboue, verbeteringe of die verhuurde eiendom beskadig kan word nie, sy dit deur gate in die mure te kap of ruite, deure, vensters of ander toebehore opsetlik, of deur nalatigheid te beskadig nie. Waar skade van die aard aangerig is, viz major uitge slote, sal die Huurder aanspreeklik wees vir die herstelkoste daarvan en die Verhuurder sal die reg hê om deur sy gemagtigde die eiendom te betree om sodanige herstelwerk as wat nodig mag wees aan die geboue aan te bring en om die koste daarvan van die Huurder te verhaal.

13. Indien die Huurder versuim om die huurgeld of enige ander bedrag wat kragtens hierdie ooreenkoms verskuldig word, stiptelik op vervaldag te betaal, of indien die Huurder versuim om enige bepaling van hierdie ooreenkoms stiptelik na te kom, of indien die Huurder na die mening van die Verbruiker 'n las veroorsaak of so optree dat dit die moraal of fatsoenlikheid van die ander inwoners nadelig kan beïnvloed, kan die Verhuurder, ten spyte van enige vorige uitstel vir betaling versuim of breuk van die voorwaardes van hierdie ooreenkoms, hetsy uitdruklik of stilswyend toegelaat, die kontrak beëindig met sewe dae skriftelike kennisgewing tot dien effek dat die Huurder die verhuurde eiendom moet verlaat. Sodanige beëindiging van die ooreenkoms benadeel nie die reg van die Verhuurder om enige gelde verskuldig onder die ooreenkoms of enige skade gelyk as gevolg van die beëindiging van die ooreenkoms in te vorder nie.

14. Die partye kom hiermee ooreen dat die Landdroshof vir die distrik van

.....
jurisdiksie het in enige regsgeding wat uit hierdie ooreenkoms voortspruit en die Huurder kies die verhuurde eiendom as sy *domicilium citandi et executandi*.

15. Indien die Huurder te sterwe kom kan sy weduwee voortgaan om die verhuurde eiendom te bewoon mits sy binne veertien dae na sy dood die Verhuurder skriftelik in kennis stel van haar voorneme om dit te doen, en onverwyld opnuut 'n ooreenkoms met die Verhuurder aangaan.

16. Die Huurder mag nie 'n boom, tuin, pad gebou, baken, heining, pyp, paal vullisbak of ander toebehore of toestelle beskadig of daarmee peuter nie en mag nie toelaat dat dit deur 'n lid van sy gesin gedoen word nie, hetsy op die verhuurde eiendom of in die woongebied.

Geteken te..... op die

dag van 19.....

GETUIES: 1.

2.
 Witnesses: 1.
 2.
 Lessor
 Lessee

2.
 Verhuurder
 Geteken te..... op die
 dag van 19.....
 GETUIES: 1.
 2.
 Huurder

ANNEXURE C

(Regulation 6(6))

APPLICATION FOR HOUSING LOAN

Town: Gibeon Town

Area Namaland

- 1. (a) A false statement may disqualify the application.
- (b) This form shall be completed in duplicate

APPLICANT — Please print (Mark with X where applicable)

Surname.....

Christian names.....

Postal address

Residential address.....

Date of birth

Marital state

Unmarried Married- Married —
 in community outside community
 of property of property

Name of wife

Management Board Area

AANHANGSEL C

(Regulasie 6(6))

AANSOEK OPM BEHUISINGSLENING

Dorp: Gibeondorp

Gebied: Namaland

- 1. (a) 'n Valse verklaring mag die aansoek dis- kwalifiseer.
- (b) Hierdie vorm moet in tweevoud voltooi word.

AANSOEKER — Drukskrif asseblief (Merk met X waar toepaslik)

Familienaam.....

Voorname

Posadres

Woonadres

Geboortedatum

Huwelikstatus

Ongetroud Getroud binne Getroud buite
 gemeenskap gemeenskap
 van goedere van goedere

Naam van Eggenote.....

Verblyftydperk in Dorpsbestuurgebied

2. DEPENDANTS — PLEASE PRINT

Name	Relationship	Age	Occupation
.....
.....
.....
.....
.....
.....
.....

2. AFHANKLIKES – SKRYF DRUKSKRIF ASSEBL

Naam	Verwantskap	Ouderdom	Beroep
.....
.....
.....
.....
.....
.....
.....

3 INCOME during past year of assessment 1 March to 28 February 19

3. INKOMSTE gedurende belastingjaar 1 Maart 19. tot 28 Februarie 19.....

4. ANALYSIS OF INCOME

(a) Permanent emoluments (excluding bonuses and sporadic income)

Employer.....Capacity.....Amount

Yourself.....

Wife.....

Dependants.....

Total.....

(b) Income for other sources (bonuses and sporadic emolument included)

Nature of income Amount

Yourself.....

4. ONTLEDING VAN INKOMSTE

(a) Permanente verdienste (uitgesonderd bonusse en sporadiese inkomste)

Werkgewer.....Hoedanigheid.....Bedrag

Uself.....

Eggenote.....

Afhanklikes.....

Totaal:.....

(b) Inkomste uit ander bronne (bonusse en sporadiese verdienste ingesluit)

Aard van Inkomste Bedrag

Uself.....

Wife

Eggenote

.....

.....

.....

.....

.....

.....

Dependants

Afhanklikes

.....

.....

.....

.....

(c) Total income of family (a & b)

(c) Totale inkomste van gesin (a & b)

Total:

Totaal:

R

R

N.B. A certificate(s) of the employer(s) or certified copy(ies) of income tax assessment confirming the emoluments must be attached.

N.B. 'n Sertifikaat(e) van die werkgewer(s) of gesertifiseerde afskrif(te) van belastingaanslag ter stawing van die verdienste moet aangeheg word.

(d) Are you the owner of any livestock? If so, give full particulars of every such livestock

(d) Besit u enige vee, indien ja, verstrek volledige besonderhede van die verskillende tipes en getal

.....

.....

.....

.....

(e) Where are the livestock kept

(e) Waar word hierdie lewende hawe gehou

.....

.....

5. Assets

5. Bates

Liabilities

Laste

Assets Amount Liabilities Amount

Bates Bedrag Laste Bedrag

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

PARTICULARS OF LOAN

Amount for which is applied.....
For the purpose of.....
Site No.....
Situated in the Village Management Board Area of..
.....

6. (Mark with X where applicable)

If a loan is granted, will building operations (a) being carried out by you?

YES NO

(b) The name of the building contractor who will undertake the building operations.....

(The certificate of ownership in respect of the site, must be ceded in favour of the village management board)

7. (Mark with X where applicable)

Are you or your wife the owner of a habitable dwelling YES NO

8. (Mark with X where applicable)

Are you an unrehabilitated insolvent YES NO

9. SWORN AFFIDAVIT

I hereby solemnly declare that the information in this application is true and correct to the best of my knowledge

APPLICANT

Confirmed Sworn to before me at..... on this the day of 19.....

COMMISSIONER OF OATHS

10. (Applicant should not complete this part of the form)

BESONDERHEDE VAN LENING

Bedrag waarvoor aansoek gedoen word.....
Vir die doel om.....
Perseel No.....
Geleë in die Dorpsbestuurgebied van.....

6. (merk met X waar toepaslik)

(a) Indien 'n lening aan u toegestaan word, sal u self die bouwerk kan behartig?

JA NEE

(b) Die naam van die boukontrakteur wat die bouery sal behartig.....

(Die eiendomsbewys ten opsigte van die perseel, moet aan die dorpsbestuur sedeer word.)

7. (Merk met X waar toepaslik)

Is u 'n ongerehabiliteerde insolvent JA NEE

8. (merk met X waar toepaslik)

Is u 'n ongerehabiliteerde insolvent JA NEE

9. BEËDIGDE VERKLARING

Ek verklaar hierby dat die inligting in hierdie aansoek verstrek, na my beste wete juis is.

AANSOEKER

Bevestig/Beëdig voor my te..... op hede die dag van..... 19.....

KOMMISSARIS VAN EDE

10. (Aansoeker moet nie hierdie gedeelte van die vorm voltooi nie)

TO BE COMPLETED BY THE VILLAGE MANAGEMENT BOARD

VOLTOOI TE WORD DEUR DIE DOPRSBESTUUR

(a) Recommendation (Mark with X where applicable)

(a) Aanbeveling (Merk met X waar toepaslik)

Is the application being recommended YES NO

Word die aansoek aanbeveelJA NEE

(b) Comments

(b) Kommentaar

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

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

SECRETARY OF VILLAGE MANAGEMENT BOARD

SEKRETARIS VAN DORPSBESTUUR

DATE:

Datum

.....

.....

- a. Application
- b. Income of applicant fixed on R
- c. Size of family
- d. Loan approved R
- e. Rate of interest.....%
- f. Term

- a. Aansoek.....
- b. Inkomste van Aansoeker bepaal op R
- c. Gesinsgrootte.....
- d. Lening goedgekeur R
- 3. Rentekoers%
- f. Termyn

Approved
Not approved

Goedgekeur
Afgekeur

SECRETARY OF VILLAGE MANAGEMENT BOARD

SEKRETARIS VAN DORPSBESTUUR

DATE

Datum:

ANNEXURE D

(Regulation 6(11))

AGREEMENT OF DEBT

AANHANGSEL D

(Regulasie 6(11))

WHEREAS the
.....
.....

(hereafter called the judgement creditor)
has agreed to a loan to (full names and date of birth)

.....
.....

(hereafter called the judgement debtor)
to erect/complete a building or add on to an existing house on

CERTAIN SITE NO.....
.....

MEASURING
.....

(hereafter called the property)
And whereas the parties have agreed that the aforementioned property will serve as security for the loan

IT IS HEREWITH AGREED AS FOLLOWS:

1.

An amount of R
.....
.....

(hereafter called the loan), is hereby granted to the Judgment debtor, which amount is advanced or payable on behalf of the Judgment debtor to a building contractor and/or supplier of building material in advance payments according to certificates of progress issued from time to time by an official duly appointed by the Judgment creditor. The total of all such advance payments shall not exceed the value of the work performed and material delivered as certified by a person nominated by

NADEMAAL DIE
.....
.....

(hierna die Skuldeiser genoem)
toegestem het om 'n lening aan (Volle naam, en geboortedatum)

.....
.....

(hierna die Skuldenaar genoem)
toe te staan vir die oprigting van gebou(e)/voltooiing van gebou(e) toevoeging tot die bestaande geboue(e) op

SEKERE PERSEEL No.....
.....

GROOT:
.....

(hierna die eiendom genoem)
EN NADEMAAL die partye ooreengekom het dat die voormelde eiendom as sekuriteit vir die lening sal dien

WORD DAAR HIERMEE VERDER SOOS VOLG OOREENGEKOM:—

1.

'n Bedrag van R(.....
.....
.....

hierna die lening genoem, word hiermee aan die Skuldeanar toegestaan, welke bedrag aan die skuldenaar voorgeskiet of betaal word of, namens hom, aan 'n bouaannemer en/of leweransier van boumateriaal in voorskotte volgens sertifikate van vordering wat van tyd tot tyd deur die skuldeiser se behoorlik aangestelde amptenaar uitgereik word. Die totaal van alle sodanige voorskotte sal egter nie op enige bepaalde datum die waarde van die verrigte werk en gelewerde materiaal

the Judgment creditor at any specified date.

soos dit deur iemand aangewys deur die Skuldeiser gesertifiseer word, oortref nie.

2.

2.

The loan and interest at a rate of
.....
.....
percent per year calculated thereon shall be paid by the Judgment debtor to the Judgment creditor as follows:

Die lening en die rente daarop bereken teen 'n koers van
.....
.....
persent per jaar sal as volg deur die Skuldenaar aan die Skuldeiser betaal word:

(a) For the period as from date of the first payment up to and including

(a) Vir die periode vanaf datum van die eerste uitbetaling van die lening tot en met

the Judgment debtor shall make no payments, towards the capital, but only interest will be payable, which interest will be calculated as from the date of every payment up to and including

sal geen kapitale afbetalings deur die Skuldenaar gemaak word nie, maar sal slegs die rente betaalbaar wees, welke rente bereken sal word vanaf die datum van elke afsonderlike uitbetaling tot en met

(b) Thereafter capital and interest shall be paid by means of equal monthly instalments of R.....

(b) Daarna sal die kapitaal plus die rente gedelg word by wyse van
.....
gelyke maandelikse paaieimente van R

the first instalment on

die eerste paaieiment betaalbaar op

and thereafter on or before the first day of each succeeding month with the last instalment payable on

en daarna op of voor die eerste dag van elke daaropvolgende maand met die laaste paaieiment betaalbaar op

(c) Each instalment shall in the first instance be used in respect of the redemption of interest due from time to time in terms of the agreement and the balance, if any, of such instalment will go towards the redemption of the capital debt outstanding from time to time.

(c) Elke paaieiment sal in die eerste instansie aangewend word ter vereffening van die rente van tyd tot tyd verskuldig kragtens die terme van die ooreenkoms en die balans van sodanige paaieimente, indien enige, sal daarna aangewend word ter delging van die kapitale skuld van tyd tot tyd uitstaande.

(d) Should the redemption of capital and interest occur more rapidly as set out in the terms mentioned above, interest will be refunded proportionally.

(d) Indien terugbetaling van die kapitaal en rente vinniger geskied as volgens die terme hierbo uiteengesit, sal die rente proporsioneel terugbetaal word.

3.

3.

The Judgment debot is bound and compelled to erect a building on the property, to complete an existing building or to add on to an existing building to the satisfaction of the Judgment creditor or his duly appointed official and strictly in accordance with the plans and

Die Skuldenaar is gebonde en verplig om op die eiendom 'n woning op te rig/'n woning te voltooi/'n toevoeging tot die bestaande woning aan te bring tot die algehele tevredenheid van die Skuldeiser of sy behoorlik aangestelde amptenaar en streng ooreenkomstig die

specifications already approved by the Judgment Creditor within a period

..... months calculated from the date of signature of this agreement and, in case the Judgment debtor fails to comply, it will be regarded as a breach of conditions of this AGREEMENT and as such liable for action, but the Judgment Creditor will have the power, according to his choice, to complete the buildings at the cost of the capital amount which may be available.

4.

If a building contractor is employed for the erection of the building referred to in clause 3 hereof, he will be subject to the approval by the Judgment creditor and from such building contractor it may be required to waive all and every right of retention and any preference which he may have in favour of the Judgment creditor and to undertake to hand over the said buildings for possession immediately after completion.

5.

If, on completion of the project concerning this property, any decrease or increase of costs occur, of whatever nature, the account of the Judgment debtor will be credited with such decrease or debited with such increase in so far it applies to the property concerned: Provided that —

- (a) any such decrease in the purchase price which might occur, shall have no effect on the payment of any instalment: and
- (b) the Judgment creditor gives notice in writing to the Judgment debtor within one (1) month of any such increase of the loan debited to the account of the Judgment debtor as well as the amount whereby the monthly instalment will be increased to cover the increased amount with interest and the Judgment debtor undertake to sign any such agreement as may be necessary to comply therewith.

6.

The Judgment creditor has the right to subscribe, at the cost of the Judgment debtor, to a comprehensive house owners' policy in respect of the buildings on the property for an amount fixed by the Judgment creditor and to recover the premium and stamp duty thereon immediately from the Judgment debtor. The Judgment

planne en spesifikasies daarvoor wat reeds voorgelê is aan en goedgekeur is deur die Skuldeiser binne 'n tydperk van.....

..... maande gereken vanaf die datum van ondertekening van hierdie ooreenkoms en, ingeval die skuldenaar versuim om dit te doen, dit beskou sal word as 'n verbreking van die voorwaardes van hierdie OOREENKOMS en as sodanig vatbaar vir aksie, maar die Skuldeiser sal egter die reg hê om volgens sy keuse genoemde geboue te laat voltooi uit sodanige fondse as wat uit die kapitaalbedrag beskikbaar mag wees.

4.

Indien 'n bouaannemer in diens geneem sal word vir die oprigting van die gebou waarna in klousule 3 verwys word, is hy onderworpe aan die goedkeuring van die Skuldeiser en daar kan van sodanige bouaannemer vereis word dat hy van enige en alle retensieregte en voorkeure wat hy in verband met genoemde geboue mag hê ten gunste van die Skuldeiser afstand doen, om te onderneem dat die bedrag van die voorskot deur die Skuldeiser te alle tye voorkeur sal geniet bo enige bedrag wat aan sodanige bouaannemer verskuldig is en om te onderneem om genoemde geboue te oorhandig en in besit te gee onmiddellik na voltooiing.

5.

Indien daar by die voltooiing van die projek waarby hierdie eiendom betrokke is enige vermindering of vermeerdering van koste is, om welke rede ookal, sal die Skuldenaar se rekening met sodanige vermindering gekrediteer of met sodanige vermeerdering gedebiteer word vir sover dit betrekking het op die betrokke eiendom: Met dien verstande dat —

- (a) enige sodanige vermindering van die koopprys wat mag ontstaan nie die bedrag of betaling van enige paalement sal beïnvloed nie; en
- (b) die Skuldeiser die Skuldenaar een (1) maand skriftelik kennis gee van enige sodanige vermeerdering van die lening wat teen die Skuldenaar se rekening gedebiteer gaan word asook van die bedrag waarmee Skuldeenaar se mandelike paalemente verhoog gaan word om die verhoogde bedrag, met rente daarop, te dek en die Skuldenaar onderneem om enige sodanige ooreenkoms as wat nodig mag wees om hieraan uitvoering te gee, te onderteken wanneer hy daartoe versoek word.

6.

Die Skuldeiser het die reg om op koste van die Skuldenaar 'n Allesomvattende Huiseienaarsversekeringspolis ten opsigte van die geboue op die eiendom uit te neem vir 'n bedrag wat deur die Skuldeiser bepaal word en om die premie en seëlreg daarop onmiddellik van die Skuldenaar te verhaal. Die Skuldeiser

creditor also has the right to recover the premium, stamp duty and cost which is necessary to renew the policy from time to time by means of monthly instalments from the Judgment debtor. The Judgment creditor furthermore has the right to charge an interest at the rate mentioned in clause 2 on all overdue amounts and renewal of the policy. These amounts are payable together with and over and above the instalment mentioned in clause 2.

7.

The Judgment debtor must throughout the validity of this AGREEMENT, keep all buildings, building works and improvements which already exist on the property or which are erected afterwards, inside as well as outside in a proper condition and no alterations shall be done thereto or any part thereof or removal of anything without the written permission of the Judgment Creditor priorly obtained. In default of complying with the conditions by the Judgment debtor, the Judgment creditor may as he may deem fit —

- (a) spend any amount for the proper upkeep or renovation at the cost of the Judgment debtor; or
- (b) cancel this AGREEMENT in terms of clause 14 thereof; or
- (c) require the Judgment debtor to pay immediately any balance which is due in terms of this AGREEMENT.

The Judgment debtor especially agrees thereto that by posting a notice signed by an official appointed by the Judgment creditor to his the Judgment debtor at his *domicilium citandi et executandi* and wherein it is declared that the buildings, building works or improvement have not been kept to the satisfaction of the Judgment creditor, the latter shall have the lawful right to execute the powers granted to him in terms of this clause.

8.

Until such time the amount due in terms of this AGREEMENT has been fully repaid, an official who is specially or in general authorised by the Judgment creditor, may at any time convenient and reasonable for the execution of his duties, enter the site or buildings mentioned in this AGREEMENT to carry out an inspection or perform a duty or perform anything for which he is authorised to do.

9.

As long as this AGREEMENT is valid, the Judgment debtor is bound and compelled to occupy the

het ook die reg om by wyse van maandelikse paaie-mente 'n bedrag wat voldoende is om die polis van tyd tot tyd te hernieu en om die premies, seëreg en koste wat die Skuldeiser miskien in verband daarmee sal meot aangaan van die Skuldenaar te verhaal. Die Skuldeiser het boonop die reg om rente op enige verskuldigde bedrae ten opsigte van die hernuwing van die polis, teen die rentevoet soos in klousule 2 genoem, te hef. Die gelde is betaalbaar tesame met en bo en behalwe die paaie-mente in klousule 2 genoem.

7.

Die Skuldenaar moet solank hierdie OOREENKOMS geldig is alle geboue, bouwerke en verbeterings wat reeds op die eiendom opgerig is of hierna opgerig word, sowel binnekant as buitekant in 'n goeie toestand hou en mag geen verandering daaraan of aan 'n deel daarvan aanbring of dit van die eiendom verwyder sonder dat die skriftelike toetemming van die Skuldeiser eers verkry is nie. As die skuldenaar voorgaande voorwaardes nie nakom nie, kan die Skuldeiser na sy goeddunke —

- (a) op die koste van die Skuldenaar enige bedrag vir die behoorlike instandhouding of herstel daarvan bestee; of
- (b) hierdie OOREENKOMS kragtens kousule 14 hiervan kanselleer; of
- (c) vereis dat die Skuldenaar enige balans wat ingevolge hierdie OOREENKOMS verskuldig is, onmiddellik aan die Skuldeiser betaal.

Die Skuldenaar stem spesiaal daartoe in dat by die pos van 'n kennisgewing wat deur 'n amptenaar deur die Skuldeiser aangewys, ondertekn is en aan die Skuldenaar by sy *domicilium citandi ex executandi* hierna genoem, geadresseer is en waarin verklaar word dat die geboue, bouwerke of verbeterings nie tot bevrediging van die Skuldeiser in stand gehou is nie, die Skuldeiser die wettige reg het om die bevoegdhede wat kragtens hierdie klousule aan hom verleen word, uit te oefen.

8.

Totdat die bedrag wat ingevolge hierdie OOREENKOMS verskuldig is, ten volle terugbetaal is, kan 'n amptenaar wat in die algemeen of spesiaal deur die Skuldeiser gemagtig is, op enige tyd wat vir die behoorlike verrigting van sy werksaamhede redelik is, die grond of geboue in hierdie OOREENKOMS genoem, binnegaan of betree om 'n inspeksie uit te voer of om werk te verrig of om enigiets te doen wat hy aangesê of gemagtig word om te doen.

9.

Solank hierdie OOREENKOMS geldig is, is die Skuldenaar gebind en verplig om die eiendom self te

property himself and may not without the prior written permission of the Judgment Creditor, lease a part of the property, lease it for a long term, pledge, transfer or mortgage or somewhat burden, or register a general mortgage or mortgage a bond with a general clause or cede, transfer or bequeeth any of his rights in terms of this AGREEMENT.

10.

The property may not within a period of five years as from the date of this AGREEMENT be sold or otherwise alienated by the Judgment debtor or his lawful successors, except to a person approved by the Judgment Creditor and only after it has been offered to the Judgment Creditor for sale notwithstanding the fact that the total amount of the purchase price together with all interest thereon has been paid and the certificate of ownership being cancelled by means of such payment.

11.

In the discretion of the Judgment Creditor —

- (a) this AGREEMENT may be cancelled in terms of clause 14 hereof; or
- (b) the balance of the purchase price and all other amounts which are claimed in terms of this AGREEMENT, without the Judgment DEBTOR especially in default, due and payable, should the Judgment debtor fail to pay an instalment in terms of this AGREEMENT or if he becomes insolvent or applies for coluntary liquidation of his estate or surrendering in favour of his creditors or in general if he is guilty of contravening any of theprovisions of this AGREEMENT.

12.

Where notice in terms of this AGREEMENT must be given by the Judgment Creditor to the Judgment Debtor, it shall be deemed to have been sufficiently and properly given if addressed to the Judgment Debtor and posted or delivered to or at the property and for the purposes of this AGREEMENT and lawful steps which might perhaps thereof be instituted the Judgment Debtor elects his *domicilium citandi et executandi* to be the property.

13.

All payments which are to be made in terms of this AGREEMENT, shall be at the office of Judgment Creditor

at.....

or other place which is to be determined from time to time.

okkupeer en mag hy nie sonder dat skriftelike toestemming van die Skuldeiser eers verkry is, die eiendom of 'n deel daarvan verhuur, vir 'n langtermyn verhuur, verbind, oordra of verpand of enigins belas, of 'n algemene verband met 'n algemene klousule laat registreer of sy regte kragtens hierdie OOREENKOMS sedeer, oordra of oormak nie.

10.

Die eiendom mag nie deur die Skuldenaar of sy regsopvolgers binne 'n tydperk van vyf jaar vanaf datum van hierdie ooreenkoms verkoop of andersins vervreem word nie, behalwe aan 'n persoon deur die Skuldeiser goedgekeur en dan slegs nadat hy dit eers aan die Skuldeiser te koop aangebied het, nie-teenstaande die feit dat die totale bedrag van die koopprys tesame met alle rente daarop, betaal is en die eiendomsbewys, wat die koopprys verseker, by wyse van sodanige betaling gekanselleer is.

11.

Na goeddunke van die Skuldeiser

- (a) kan hierdie OOREENKOMS kragtens kousule 14 hiervan gekanselleer word; of
- (b) word die onbetaalde balans van die koopprys en alle ander gelde wat kragtens hierdie OOREENKOMS geëis word, sonder dat die Skuldenaar speisaal in versuim gestel is, verskuldig en betaalbaar as die Skuldenaar versuim om 'n betaling ingevolge hierdie OOREENKOMS te doen of as hy insolvent word of aansoek doen om sy boedel vrywillig oor te gee of af te staan ten voordele van sy krediteure of in die algemeen as hy skuldig is aan oortreding van enigeen van die bepalings van hierdie OOREENKOMS.

12.

Waar die Skuldeiser ingevolge hierdie OOREENKOMS aan die Skuldenaar kennis moet gee, word dit geag voldoende en behoorlik gegee te wees as dit aan die Skuldenaar geadresseer en aan of by die eiendom gepos of afgelewer is en vir die doeleindes van hierdie OOREENKOMS en geregtelike stappe wat miskien ingevolge daarvan ingestel sal moet word kies die Skuldenaar *domicilium citandi et executandi* by die eiendom.

13.

Alle betalings wat ingevolge hierdie OOREENKOMS deur die Skuldenaar gedoen moet word, moet aan die Skuldeiser by sy kantoor in.....

.....

of op 'n ander plek wat die Skuldeiser van tyd tot tyd mag bepaal gedoen word.

14.

Should the Judgment Debtor fail to comply with any of the conditions and duties imposed by this AGREEMENT, or if it seems that statements in his application and accompanying documents in connection with the loan being false, the Judgment Creditor shall have the right to enter the property and to take in possession and to cancel this AGREEMENT by means of a written notice to the Judgment Debtor and in the event of such cancellations, the Judgment Debtor is bound and compelled to vacate the property immediately.

In the event of him being in default to vacate the property, the Judgment Creditor will have the right to have him evacuated. Henceforth the Judgment Debtor shall forfeit all rent and/or forfeit money and/or advance calculated damage and shall have no right to claim any part thereof. Cancellation of this AGREEMENT in terms of the provisions thereof shall not have any effect on the right of the Judgment Creditor to recover instalments due, amounts paid and interest due on such instalments and amounts paid in terms of this AGREEMENT and/or any loss or damage which the Judgment Creditor may suffer or costs incurred by him as a result of breach of contract by the Judgment Debtor and by such cancellation the Judgment Debtor will not be entitled to any remuneration for improvements by him to the property, notwithstanding such improvements being affected with or without the consent of the Judgment Creditor.

THUS DONE AND SIGNED for and on behalf of the JUDGMENTCREDITOR at

on the day of 19

Witnesses: 1.....
2.....

JUDGMENT CREDITOR

THUS DONE AND SIGNED by the JUDGMENT DEBTOR at

.....on the
day of 19

Witnesses: 1.....
2.....

JUDGMENT DEBTOR

14.

As die Skuldenaar enige van die voorwaardes en verpligtings wat by hierdie OOREENKOMS opgelê word, nie nakom nie of as dit blyk dat verklarings in sy aansoek en bygaande dokumente in verband met die lening vals is, het die Skuldeiser die reg om die eiendom te betree en in besit te neem en hierdie OOREENKOMS te kanselleer deur middel van 'n skriftelike kennisgewing aan die Skuldenaar gerig, en in die geval van sodanige kansellering is die Skuldenaar gebind en verplig om die eiendom onmiddellik te ontruim. As hy versuim om dit te doen, het die Skuldeiser die reg om hom uit die eiendom te laat uitsit. Daarbenewens verbeur die Skuldenaar as huurgeld en/of roukoop en/of vooruitberekende skade alle betalings wat hy tot op datum van die kansellering gemaak het, aan die Skuldeiser en het geen reg om terugbetaling van enige deel daarvan te eis nie. Kansellering van hierdie OOREENKOMS kragtens die bepaling hiervan benadeel of raak geensins die Skuldeiser se reg om verskuldigde paaieimente, gelde wat uitgegee is en die rente wat verskuldig is op die paaieimente en gelde uitgegee kragtens hierdie OOREENKOMS en/of enige verlies of skade wat die Skuldeiser mag ly of koste wat hy mag aangaan as gevolg van die skuldenaar se kontrakbreuk, op die Skuldenaar te verhaal nie en by sodanige kansellering sal die Skuldenaar nie geregtig wees op enige vergoeding vir verbeterings wat hy aan die eiendom aangebring het nie, afgesien daarvan of dit met of sonder die Skuldeiser se goedkeuring geskied het.

ALDUS GEDOEN EN ONDERTEKEN vir en namens die SKULDEISER te

.....op die
.....dag van 19

GETUIES: 1.
2.

SKULDEISER

ALDUS GEDOEN EN ONDERTEKEN deur die SKULDENAAR te

.....op die
dag van 19

GETUIES: 1.
2.

SKULDENAAR

ANNEXURE E

(Regulation 8 (2))

SALE OF PREMISES WITH/WITHOUT IMPROVEMENTS

Memorandum of agreement entered into by the Village Management Board of Gibeon Town (hereinafter called the seller and)

..... (hereinafter called the purchaser).

Whereas the purchaser has applied to purchase premise No.....

..... in in Namaland with/without improvements, and whereas the Village Management Board has approved the application and is prepared to issue a certificate of ownership to the purchaser subject to the conditions laid down.

Now therefore it is hereby declared that the parties hereto have entered into the following memorandum of agreement, namely:

(1) The seller hereby agrees to sell to the purchaser and the purchaser hereby agrees to purchase the said premise with/without improvements for the amount of

rand (R)

(2) The purchase price is payable immediately.

(3) The purchaser further undertakes to pay, in addition to the purchase price referred to in clause (1), any other amount prescribed by the regulations applicable

and to comply with the provisions of such regulations at all times.

(4) All monies due in terms of this agreement shall be payable at the office of the Village Management Board.

Thus done and signed at

for and on behalf of the Village Management Board, this

day of 19

in the presence of the following witnesses:

AANHANGSEL E

(Regulasie 8(2))

VERKOOP VAN PERSEEL MET/SONDER VERBETERINGE

Memorandum van ooreenkoms aangegaan tussen die Dorpsbestuur van Gibeondorp (hierna die verkoper genoem).

en(hierna die koper genoem).

Nademaal die koper aansoek gedoen het om perseel No.

.....in Berseba-dorp in die gebied Namaland met/sonder verbeterings te koop en nademaal die Dorpsbestuur die aansoek goedgekeur het en bereid is om 'n eiendomsbewys aan die koper uit te reik, onderworpe aan die voorwaardes wat bepaal is;

So is dit dat hierby betuig word dat die partye hierby die volgende memorandum van ooreenkoms aangegaan het, naamlik:

(1) Die Verkoper stem hierby in om aan die koper te verkoop en die koper stem hierby in om te koop genoemde perseel met/sonder verbeterings, vir die bedrag van

(2) Die volle koopprys is onmiddellik betaalbaar.

(3) Voorts onderneem die koper om, benewens die koopprys in klousule (1) genoem, enige ander bedrag wat bepaal word in die regulasies wat op

betrekking het, te betaal en om te alle tye die bepalings van sodangie regulasies na tekom.

(4) Alle gelde wat ingevolge hierdie ooreenkoms verskuldig is, is by die kantoor van die Dorpsbestuur betaalbaar.

Aldus gedaan en geteken te vir en namens die dorpsbestuur, op hede die.....

dag van 19

in teenwoordigheid van die volgende getuies:

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

As getuies: 1.....
2.....

.....
Officer duly authorised
thereto by the Village
Management Board

.....
Amptenaar behoorlike
daartoe gemagtig deur die
Dorpsbestuur

and at..... by the
purchaser, this..... day of

en te..... deur die koper,
op hede die..... dag van.....

19....., in the
presence of the following witnesses:

19....., in teenwoordigheid
van die volgende getuies:

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

As getuies: 1.....
2.....

.....
PURCHASER

.....
KOPER