

02 AUG 2011

03 AUG 2011

DEED OF TRANSFER NO T

T 4135 / 2011

L. & C.J. MALHERBE /  
NAMIBIA EAST CHINA NON-FERROUS INVESTMENTS (PTY) LTD

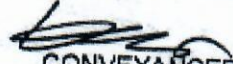
ERF NO 307 OKAHANDJA

DR. WEDER, KAUTA & HOVEKA INC.  
LEGAL PRACTITIONERS, NOTARIES and CONVEYANCERS  
3rd Floor, WKH House, Jan Jonker Road, Ausspannplatz

P.O. Box 864 - Tel: 061-275550 - Fax: 238802  
WINDHOEK, Namibia

SWANEPOEL/nvz  
S011/9222

PREPARED BY ME

  
CONVEYANCER  
SWANEPOEL, A



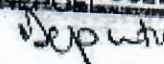
DR WEDER, KAUTA & HOVEKA  
Attorneys, Notaries and Conveyancers  
P O Box 864  
WINDHOEK

DEED OF TRANSFER NO.

T 4135 2011

BE IT HEREBY MADE KNOWN:

THAT ~~ETIENNE HENNING YSSEL~~  
~~ANDRE SWANEPOEL~~

appeared before me, 

Registrar of Deeds at Windhoek, he

the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

1. LEON MALHERBE  
IDENTITY NUMBER 630405 00392  
AND  
CHRISTINA JACOBA MALHERBE  
IDENTITY NUMBER 650816 00016  
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER  
AND
2. JURIE HENDRIK BRITS  
IDENTITY NUMBER 700508 00167  
UNMARRIED

dated the 1ST day of JUNE 2011 and signed at OKAHANDJA

AND THE SAID APPEARER declared that his Principal had truly and legally sold on the 17<sup>TH</sup> MAY 2011;

AND THAT HE, in his capacity aforesaid, did by these presents, cede and transfer, in full and free property, to and on behalf of

**NAMIBIA EAST CHINA NON-FERROUS INVESTMENTS (PROPRIETARY) LIMITED**  
**COMPANY NUMBER 2009/0366**

Its Successors in Title or Assigns

|                   |                                                                                                |
|-------------------|------------------------------------------------------------------------------------------------|
| CERTAIN           | Erf No 307 Okahandja                                                                           |
| SITUATE           | In The Municipality Of Okahandja<br>Registration Division "J"<br>Otjozondjupa Region           |
| MEASURING         | 2347 (Two Three Four Seven) Square Metres                                                      |
| FIRST TRANSFERRED | by Deed of Transfer No T44/1954, with Diagram relating thereto and                             |
| HELD              | by Deed of Transfer No T5782/2006,                                                             |
| A. SUBJECT        | to the following conditions imposed in terms of Ordinance 18 of 1954 (See BC22/2007), namely:- |

**IN FAVOUR OF THE LOCAL AUTHORITY:**

1. The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
  2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.
- B. FURTHER SUBJECT to the following conditions created in Deed of Transfer No T44/1954, in favour of and enforceable by the Council of the Municipality of Okahandja, namely:

g. NO  
09/03  
J. BOX  
kahan  
0264 6  
00264 250

1. The said property shall be used for residential purposes only, and not more than one dwelling house for one family with the necessary outbuildings and appurtenances shall be erected thereon.
2. The dwelling house on the said erf shall have a building value of at least NS\$ 000.00 (Five Thousand Namibia Dollars) and the building thereof shall be commenced within six months of the date of sale (27<sup>th</sup> June 1953) and shall be completed within a further period of six months.

Furthermore, should the buildings not be completed within the period herein specified, the Council have the right at its option and in its entire discretion, to demand payment of an amount equal to such Municipal rates and taxes as would be payable if a dwelling house of the value of N\$5 000.00 (Five Thousand Namibia Dollars) were in fact upon the said erf.

3. The said Council shall not be liable to the said purchaser or to his or its successors in title for compensation in case any alteration in the levels of any street or streets adjoining the said property or in any portion of such streets is effected at any time by the said Council.

In the event of the said Council at any time laying out and constructing such streets at a level differing from the average level of the said property at the boundary line between it and the said street or streets then the purchaser or his or its successor in title shall, within three months after written notice of intention so to lay out and construct any such street having been addressed to him or it by the said Council at his own cost construct a retaining wall on the said property at any such boundary line of sufficient height and strength so as effectually to prevent any portion of the said property falling into the street or vice versa.

All such retaining walls shall be built in consultation with the said Council and shall be subject to its approval. Should the said purchaser or his or its successor in title fail to comply with the provisions of this clause, the said Council shall be entitled to recover the cost thereof from the said purchase or his or its successor in title.

4. The owner of this erf shall, without compensation, be obliged to allow the sewerage and draining, including stormwater, of any erf or erven to be conveyed across this erf if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time, to construct, maintain, alter, remove or inspect any sewer, manhole, channel, conduit or other work pertaining thereto.

X

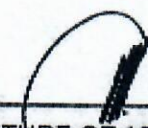
WHEREFORE the Appearer, renouncing all the Right and Title which the said  
**TRANSFERORS**

heretofore had to the Premises, did, in consequence also acknowledge them to  
 be entirely dispossessed of, and disentitled to, the same, and that by virtue  
 of these presents the said

**TRANSFeree**

Her Heirs, Executors, Administrators or Assigns, now and henceforth shall be  
 entitled thereto, conformably to local custom: the State, however, reserving its  
 rights, and finally acknowledging that the purchase price of the aforesaid property  
 amounts to NS1 850 000.00.

SIGNED AT WINDHOEK ON 11 AUG 2011 together with the appearer, and  
 confirmed with my seal of office.

  
 SIGNATURE OF APPEARER



stments  
 (pty) Ltd.  
 0067  
 0201

REPUBLIC OF NAMIBIA - MINISTRY OF FINANCE  
Inland Revenue  
TRANSFER DUTY - FORM B  
DECLARATION BY PURCHASER

PART 1

TRANSFEROR (Seller)

LEON MALHERBE AND CHRISTINA JACOBA MALHERBE AND JURIE HENDRIK BRITS

TRANSFeree (Purchaser)

NAMIBIA EAST CHINA NON-FERROUS INVESTMENTS (PROPRIETARY) LIMITED

DESCRIPTION OF PROPERTY

CERTAIN Erf No. 307, Okahandja

SITUATE In the Municipality of Okahandja  
Registration Division "J"  
Otjozondjupa Region

MEASURING 2347 (Two Three Four Seven) Square metres

PURCHASE PRICE ACCEPTED FOR STAMP DUTY PURPOSES:

RECEIVED OF REVENUE  
WINDHOEK

RECEIVER OF REVENUE

Date of transaction: 17TH MAY 2011

Consideration: N\$1 850 000.00

TRANSFER DUTY PAID BY.  
Postal address

DR WEDER, KAUTA & HOVEKA INC.  
P O Box 864  
WINDHOEK

FOR OFFICIAL USE

Transfer duty paid on N\$ 1 850 000.00

Being

PURCHASE PRICE

Law under which duty charged

Serial defecting stamp by office  
of issue

06-07-2011

50

CASH REGISTER RECEIPT

RECEIVED OF REVENUE  
WINDHOEK

3464

060711 11061115 00023000.00