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- To avoid disappointment of an advertisement not appearing on the date you wish, please book timeously
- Classifieds smalls and notices: 12:00, two working days prior to placing
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Terms and Conditions Apply.

RULE 7 (1) COMBINED SUMMONS IN THE HIGH COURT OF NAMIBIA (Main Division)
 Case Number : HC-MD-CIV-ACT-CON-2023/01023
 In the matter between: **FIRST NATIONAL BANK OF NAMIBIA LIMITED PLAINTIFF**
 And **IMMANUEL SHEEHAMA DEFENDANT**

To the deputy-sheriff:
 INFORM , Male, with Domicillium citandi et executandi **IMMANUEL SHEEHAMA** Erf 235, Ompilo Street, Hakahana, Windhoek, Khomas region, Republic of Namibia , hereafter called the defendant(s), that **FIRST NATIONAL BANK OF NAMIBIA LIMITED** , with Principal Place of Business Parkside, 130 Independence Avenue, 3rd Floor, First National Bank Head Office Building, Windhoek, Republic of Namibia. , hereby institutes action against him or her in which the plaintiff(s) claims the relief and on the grounds set out in the particulars annexed hereto.

INFORM the defendant further that if he or she disputes the claim and wishes to defend the action he or she must –

- Within 10 days of the service on him or her of this summons file with the registrar of the court at High Court of Namibia (Main Division) notice of his or her intention to defend and serve a copy thereof on the plaintiff's legal practitioner, which notice must give an address (not being a post office box or poste restante) referred to in rule 14(3)(b) for the service on the defendant of all notices and documents in the action, but, if the defendant chooses to have further pleadings served on him or her by way of electronic means, such electronic address must be provided to the plaintiff in the notice of defence.
- Simultaneously with the delivery of the notice of intention to defend, the defendant must deliver the return in terms of rule 6(4), which contains the following information about the defendant:

"(a) in the case of a natural person, his or her full names, identity number where available and if a Namibian citizen or any other person ordinarily resident in Namibia, his or her physical address and where available, his or her telephone or cellular phone number or both, workplace telephone number, facsimile number and personal or workplace email address or both;

(b) in the case of a close corporation, its name and registration number, postal address and registered office referred to in section 25 of the Close Corporations Act 1988 (Act No. 26 of 1988) and the particulars referred to in paragraph (a) of at least one member or officer as defined in that Act and the particulars referred to in paragraph (a) of its accounting officer appointed in terms of section 59 of that Act;

(c) in the case of a company, its name and registered number, postal address and registered office referred to in section 178 of the Companies Act 2004 (Act No. 28 of 2004) and the particulars referred to in paragraph (a) of at least one director and the secretary referred to in section 223 of that Act including all particulars referred to in section 223(1) of that Act and in case of the officer or secretary of any other body corporate the particulars referred to in paragraph (b) of section 223(1) of that Act;

(d) in the case of any other juristic person, the particulars referred to in paragraph (a) of at least one officer or secretary or a

person, by whatever name called, running its affairs; and

(e) in the case of a trust which is duly authorised to litigate, the particulars referred to in paragraph (a) of all trustees and a reference number given by the master to the trust deed registered with the master."

- The particulars provided in terms of item 2 remain binding on the party to which they relate and may be used by the court, or by the other party to effect service of any notice or document on such party or give notice to such party.
- As soon as the managing judge has given notice of a case planning conference in terms of rule 23(1), he or she is required to meet with the plaintiff in order to agree a case plan in terms of rule 23(3) for submission to the managing judge for the exchange of pleadings, and the time within which he or she must deliver his or her plea and counterclaim, if any, will be determined by the court having regard to such plan and if he or she fails to cooperate in submitting such a plan, the court will determine the time within which he or she must deliver his or her plea and counterclaim, if any , and he or she must comply with such order.
- INFORM the defendant further that if he or she fails to file and serve notice of intention to defend judgment as claimed may be given against him or her without further notice to him or her or if, having filed and served such notice, he or she fails to plead, except, make application to strike out or counterclaim, judgment may be given against him or her. And immediately thereafter serve on the defendant a copy of this summons and return it to the registrar with whatsoever you have done thereupon.

DATED at Windhoek on this **01st day of March 2023.**
Kaunapawa Angula
 Legal practitioner for the plaintiff
AngulaCo Inc
 No.11 Schuster Street
 Windhoek
 Khomas Region
 Namibia
 Office Reference Number: deb2060
 Tel: 061-419 500
 Fax: 061-419 505
TO:
IMMANUEL SHEEHAMA
 Erf 235, Ompilo Street, Hakahana, Windhoek, Khomas region, Republic of Namibia
 Authorize Code: 6dsSW5
AND TO:
 Registrar of the High Court
 Main Division, Windhoek
Registrar

Plaintiff lent and advanced monies to Defendant on account number: 4000005840921. The loan agreement is attached hereto and marked as "A".

- The following were the express, alternatively implied, alternatively tacit terms which are material:
 - Plaintiff would advance monies to Defendant's transaction account on an existing loan, which monies shall revolve up to a maximum amount of N\$110,000.00 or any other amount;
 - The loan will be repayable in 60 monthly instalments in the amount of N\$2,718.83, failing which Plaintiff would be entitled to claim the immediate repayment of the outstanding balance by giving written notice of cancellation of the loan agreement to Defendant;
 - Plaintiff would be entitled to charge Defendant with interest calculated on a daily basis, and charged monthly in arrear at the rate of 16.40%, which interest may vary from time to time depending on the interest rate applicable at that time;
 - Plaintiff would be entitled to apply the amount due and payable first towards interest, then costs and thereafter the balance in accordance with ordinary banking practice;
 - A certificate by any officer of Plaintiff, whose authority need not to be proved, shall be prima facie evidence of the amount of Defendant's indebtedness to Plaintiff, the fact that such indebtedness is due and payable, the prime rate and/or finance charge rate applicable and the date from which finance charges shall be calculated, or any matter relating to the agreement;
 - All legal costs as between attorney and his own client charges and disbursements and fees of a like nature incurred by Plaintiff in the process of collecting amounts owing and payable in this agreement, or any claim thereunder, shall be for the account of Defendant.
- Plaintiff has complied with all of its obligations in terms of the loan agreement.
- Defendant is in breach of his repayment obligations towards Plaintiff in respect of the above loan as he has failed to repay any instalment when same became due and owing since October 2022.
- Defendant is therefore indebted to Plaintiff in the amount of N\$62,762.29 plus interest at prime rate 10.50% plus 6.50% per annum as from 26 December 2022 until date of final payment as certified in annexure "B" attached hereto.
- A letter of demand dated 23 January 2023, demanding of the outstanding amount, was issued by Plaintiff to Defendant and which letter is attached hereto and marked as "C".
- In these circumstances, Defendant is liable to Plaintiff for the sum of N\$62,762.29 together with further interest thereon as agreed but demand notwithstanding, the Defendant fails and/or neglects to make payment thereof to Plaintiff.

WHEREFORE PLAINTIFF PRAYS FOR JUDGMENT AGAINST THE DEFENDANT FOR:

- Payment in the amount of N\$62,762.29.
- Interest thereon at prime rate 17.00% per annum as from 26 December 2022 until date of final payment.
- Costs on an attorney and own client scale.
- Further and/or alternative relief.

DATED at WINDHOEK on this **28th** day of February 2023.

CALL FOR PUBLIC PARTICIPATION/COMMENTS ENVIRONMENTAL IMPACT ASSESSMENT AND ENVIRONMENTAL MANAGEMENT PLAN TO OBTAIN AN ENVIRONMENTAL CLEARANCE FOR THE REZONING OF PORTION A AND B OF PORTION 363 OF THE REMAINDER OF PORTION 7 (ARBEIDSKROON) OF THE FARM OKAHANDJA TOWNLANDS NO. 277 FROM 'UNDETERMINED' TO 'SPECIAL' AND B CAN BE USED FOR A CATTLE ABATTOIR!

Green Earth Environmental Consultants have been appointed to attend to and complete an Environmental Impact Assessment and Environmental Management Plan (EMP) to obtain an Environmental Clearance Certificate as per the requirements of the Environmental Management Act (No. 7 of 2007) and the Environmental Impact Assessment Regulations (GN 30 in GG 4878 of 6 February 2012) for the rezoning of Portion A and B of Portion 363 of the Remainder of Portion 7 (Arbeidskroon) of the Farm Okahandja Townlands No. 277 from 'undetermined' to 'special' and to obtain consent to use Portions A and B for the operations of a cattle abattoir and its supporting infrastructure.

Name of proponent: Kitai Abattoir (Pty) Ltd.

Project location and description: It is the intention of the Proponent to construct and operate a Wagyu Cattle Beef Abattoir on a portion of Portion 363 of the Remainder of Portion 7 (Arbeidskroon) of the Farm Okahandja Townlands No. 277. Initially 20 animals will be slaughtered per day which will eventually grow to 30 animals per day. Portion 363 will be subdivided to create two new portions, Portion A and B (±5ha in total). Portion A will be used for the construction of the abattoir and Portion B for the operation of the wastewater treatment facility to treat the abattoir effluent. To be able to use Portions A and B as intended, it must be rezoned from 'undetermined' to 'special' and Okahandja Municipality's consent must be obtained. This rezoning and consent are subject to obtaining Environmental Clearance.

Interested and affected parties are hereby invited to register in terms of the assessment process to give input, comments, and opinions regarding the proposed project. **A public meeting will be held if enough public interest is shown. Registered I & APs will be notified of the date and venue of the public meeting.**

The last date for comments and/or registration is **28 March 2024.**

Contact details for registration and further information:
Green Earth Environmental Consultants
 Contact Persons: Charlie Du Toit/ Carien van der Walt
 Tel: 0811273145
 E-mail: carien@greenearthnamibia.com

CALL FOR PUBLIC PARTICIPATION/COMMENTS ENVIRONMENTAL IMPACT ASSESSMENT AND ENVIRONMENTAL MANAGEMENT PLAN TO OBTAIN AN ENVIRONMENTAL CLEARANCE FOR THE CONSTRUCTION AND OPERATION OF A LODGE IN THE HOBATERE ROADSIDE CONCESSION, KUNENE REGION

Green Earth Environmental Consultants have been appointed to attend to and complete an Environmental Impact Assessment and Environmental Management Plan (EMP) to obtain an Environmental Clearance Certificate as per the requirements of the Environmental Management Act (No. 7 of 2007) and the Environmental Impact Assessment Regulations (GN 30 in GG 4878 of 6 February 2012) for the proposed construction and operation of a lodge in the Hobatere Roadside Concession, Kunene Region.

Name of proponent: Namib Wilderness Safaris (Pty) Ltd

Project location and description: It is the intention of Namib Wilderness Safaris to construct and operate a lodge in the Hobatere Roadside Concession, Kunene Region on ridge overlooking the Otjivisandu/ Mudorib river. The lodge will have 10 rooms (7 twin and 3 family rooms) and a swimming pool, wildlife viewing hide, a separate research centre and staff accommodation. Power / electricity will be generated by a solar installation.

Interested and affected parties are hereby invited to register in terms of the assessment process to give input, comments, and opinions regarding the proposed project. **A public meeting will be held if enough public interest is shown. Registered I & APs will be notified of the date and venue of the public meeting.**

The last date for comments and/or registration is **28 March 2024.**

Contact details for registration and further information:
Green Earth Environmental Consultants
 Contact Persons: Charlie Du Toit/ Carien van der Walt
 Tel: 0811273145
 E-mail: carien@greenearthnamibia.com

DBV SPCA
 Windhoek

Adopt a Pet

Open your heart to those in need. Give them a warm & loving home!

Property

For Sale/ Rent

EHENYE, OSHAKATI

KRISTINE COURT OSHAKATI

2 BED TO LET
N\$ 3350
FIRST MONTH RENT FREE

(T's & C's Apply, Limited Offer)

081 664 2669

INFORM the defendant further that if he or she disputes the claim and wishes to defend the action he or she must –

- Within 10 days of the service on him or her of this summons file with the registrar of the court at High Court of Namibia (Main Division) notice of his or her intention to defend and serve a copy thereof on the plaintiff's legal practitioner, which notice must give an address (not being a post office box or poste restante) referred to in rule 14(3)(b) for the service on the defendant of all notices and documents in the action, but, if the defendant chooses to have further pleadings served on him or her by way of electronic means, such electronic address must be provided to the plaintiff in the notice of defence.
- Simultaneously with the delivery of the notice of intention to defend, the defendant must deliver the return in terms of rule 6(4), which contains the following information about the defendant:

DATED at Windhoek on this **01st day of March 2023.**
Kaunapawa Angula
 Legal practitioner for the plaintiff
AngulaCo Inc
 No.11 Schuster Street
 Windhoek
 Khomas Region
 Namibia
 Office Reference Number: deb2060
 Tel: 061-419 500
 Fax: 061-419 505
TO:
IMMANUEL SHEEHAMA
 Erf 235, Ompilo Street, Hakahana, Windhoek, Khomas region, Republic of Namibia
 Authorize Code: 6dsSW5
AND TO:
 Registrar of the High Court
 Main Division, Windhoek
Registrar

Plaintiff lent and advanced monies to Defendant on account number: 4000005840921. The loan agreement is attached hereto and marked as "A".

- The following were the express, alternatively implied, alternatively tacit terms which are material:
 - Plaintiff would advance monies to Defendant's transaction account on an existing loan, which monies shall revolve up to a maximum amount of N\$110,000.00 or any other amount;
 - The loan will be repayable in 60 monthly instalments in the amount of N\$2,718.83, failing which Plaintiff would be entitled to claim the immediate repayment of the outstanding balance by giving written notice of cancellation of the loan agreement to Defendant;
 - Plaintiff would be entitled to charge Defendant with interest calculated on a daily basis, and charged monthly in arrear at the rate of 16.40%, which interest may vary from time to time depending on the interest rate applicable at that time;
 - Plaintiff would be entitled to apply the amount due and payable first towards interest, then costs and thereafter the balance in accordance with ordinary banking practice;
 - A certificate by any officer of Plaintiff, whose authority need not to be proved, shall be prima facie evidence of the amount of Defendant's indebtedness to Plaintiff, the fact that such indebtedness is due and payable, the prime rate and/or finance charge rate applicable and the date from which finance charges shall be calculated, or any matter relating to the agreement;
 - All legal costs as between attorney and his own client charges and disbursements and fees of a like nature incurred by Plaintiff in the process of collecting amounts owing and payable in this agreement, or any claim thereunder, shall be for the account of Defendant.
- Plaintiff has complied with all of its obligations in terms of the loan agreement.
- Defendant is in breach of his repayment obligations towards Plaintiff in respect of the above loan as he has failed to repay any instalment when same became due and owing since October 2022.
- Defendant is therefore indebted to Plaintiff in the amount of N\$62,762.29 plus interest at prime rate 10.50% plus 6.50% per annum as from 26 December 2022 until date of final payment as certified in annexure "B" attached hereto.
- A letter of demand dated 23 January 2023, demanding of the outstanding amount, was issued by Plaintiff to Defendant and which letter is attached hereto and marked as "C".
- In these circumstances, Defendant is liable to Plaintiff for the sum of N\$62,762.29 together with further interest thereon as agreed but demand notwithstanding, the Defendant fails and/or neglects to make payment thereof to Plaintiff.

WHEREFORE PLAINTIFF PRAYS FOR JUDGMENT AGAINST THE DEFENDANT FOR:

- Payment in the amount of N\$62,762.29.
- Interest thereon at prime rate 17.00% per annum as from 26 December 2022 until date of final payment.
- Costs on an attorney and own client scale.
- Further and/or alternative relief.

DATED at WINDHOEK on this **28th** day of February 2023.

Green Earth ENVIRONMENTAL CONSULTANTS

Collect your annual Membership form At SPCA for N\$100

SPCA Donations Bank Details
TWANAFA REAL
Bank
Branch: 66-629
a/c 11000 101 054
 Urgently looking for houses and flats for RENT and for SALE in Windhoek
 (061) 838684
 Or 0811244520

0816534437
 in **RICOH**
 Supports the SPCA

Green Earth ENVIRONMENTAL CONSULTANTS

Obituary

Death Notice

Memorial & Funeral Service

Mr. Justus Kodi (Ouvara)
 Iita Ipinge
 19 May 1942
 22 February 2024

Psalm 23:6

"Surely goodness and mercy shall follow me all the days of my life; and I will dwell in the house of the lord forever"

Memorial Service:
 Friday, 08 March 2024 at Martin Luther Church Orwetoveni @ 19:00

Funeral Service:
 Saturday 09 March 2024 at Home Erf 112 Daniel Kodi Street, Orwetoveni @ 08h00

Burial:
 Saturday 09 March 2024 at New Orwetoveni Cemetery @ 08h30

Enquires:
 Mr. Andreas Kondi 0816050400
 Mr. Martin Kapolo 0852799839
 clao24000525

Employment

Offered

HEILONGJIANG LONGYUAN ENGINEERING NAMIBIA PTY LTD

- Project Manager:**
 Experience with road construction skills of the entire procedure of construction site. Be familiar with the construction specifications and engineering contracts. 10 years' experience with Southern Africa and Western Africa Construction Market. 10 years' experience with project bidding and company managing. Affluent in Chinese and English.
- Construction Manager:**
 Organize the implementation of the project under the leadership of the project manager. Carefully dispatch resources, do a good job of on-site work arrangements, and organize and do a good job of resource usage information statistics. Responsible for the scheduling of relevant departments. Organize and do a good job in the statistics of completed engineering quantities.

We are looking for the following positions to join our growing company, candidates with more than 10 years' of road construction are encouraged to apply.

Please send your CV to:
nicowang549@gmail.com
 Due date for application:
30 March 2024

(a) in the case of a natural person, his or her full names, identity number where available and if a Namibian citizen or any other person ordinarily resident in Namibia, his or her physical address and where available, his or her telephone or cellular phone number or both, workplace telephone number, facsimile number and personal or workplace email address or both;

(b) in the case of a close corporation, its name and registration number, postal address and registered office referred to in section 25 of the Close Corporations Act 1988 (Act No. 26 of 1988) and the particulars referred to in paragraph (a) of at least one member or officer as defined in that Act and the particulars referred to in paragraph (a) of its accounting officer appointed in terms of section 59 of that Act;

(c) in the case of a company, its name and registered number, postal address and registered office referred to in section 178 of the Companies Act 2004 (Act No. 28 of 2004) and the particulars referred to in paragraph (a) of at least one director and the secretary referred to in section 223 of that Act including all particulars referred to in section 223(1) of that Act and in case of the officer or secretary of any other body corporate the particulars referred to in paragraph (b) of section 223(1) of that Act;

(d) in the case of any other juristic person, the particulars referred to in paragraph (a) of at least one officer or secretary or a

PARTICULARS OF CLAIM

- PLAINTIFF** is **FIRST NATIONAL BANK OF NAMIBIA**, with registration number 2002/0180, a registered commercial bank and public company with limited liability, duly registered as such in terms of the applicable laws with its registered head office and principle place of business situated at Parkside, 130 Independence Avenue, 3rd Floor, First National Bank Head Office Building, Windhoek, Republic of Namibia.
- DEFENDANT** is **IMMANUEL SHEEHAMA**, a major male with full legal capacity and with his chosen domicilium citandi et executandi situate at Erf 235, Ompilo Street, Hakahana, Windhoek, Khomas region, Republic of Namibia and with his contact number: 0812968882.
- The entire cause of action arose within the jurisdiction of this Honourable Court.
- During or about 31 January 2020 and at Windhoek, Plaintiff duly represented by Tessa Nguatjiti in their capacity as sales and service consultant and Defendant acting in his personal capacity entered into a written personal loan agreement (hereinafter referred to as "agreement") in terms of which

Plaintiff lent and advanced monies to Defendant on account number: 4000005840921. The loan agreement is attached hereto and marked as "A".

- The following were the express, alternatively implied, alternatively tacit terms which are material:
 - Plaintiff would advance monies to Defendant's transaction account on an existing loan, which monies shall revolve up to a maximum amount of N\$110,000.00 or any other amount;
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 - Plaintiff would be entitled to charge Defendant with interest calculated on a daily basis, and charged monthly in arrear at the rate of 16.40%, which interest may vary from time to time depending on the interest rate applicable at that time;
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 - A certificate by any officer of Plaintiff, whose authority need not to be proved, shall be prima facie evidence of the amount of Defendant's indebtedness to Plaintiff, the fact that such indebtedness is due and payable, the prime rate and/or finance charge rate applicable and the date from which finance charges shall be calculated, or any matter relating to the agreement;
 - All legal costs as between attorney and his own client charges and disbursements and fees of a like nature incurred by Plaintiff in the process of collecting amounts owing and payable in this agreement, or any claim thereunder, shall be for the account of Defendant.
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- Further and/or alternative relief.

DATED at WINDHOEK on this **28th** day of February 2023.

Green Earth ENVIRONMENTAL CONSULTANTS

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SPCA Donations Bank Details
TWANAFA REAL
Bank
Branch: 66-629
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Burial:
 Saturday 09 March 2024 at New Orwetoveni Cemetery @ 08h30

Enquires:
 Mr. Andreas Kondi 0816050400
 Mr. Martin Kapolo 0852799839
 clao24000525

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 061 238645
 OR
 0811244520

DONATIONS:
SPCA Windhoek
FNB Account:
 62247995915
 Code: 281174