

□ **DEED OF SALE** □ □ Portion 11 of the Farm OMURAMBA □ No 341 □

Agreement made and entered into by and between:

Marben Farming (Proprietary) Limited

Registration Number: 97/332

A company duly registered and incorporated in the Republic of Namibia,
herein represented by its duly authorized Directors, **Mario Vasco Sousa**

Pereira, Jose Manuel Sousa Pereira and Fernando Carlos Sousa Pereira

of

P O Box 86679, Eros

WINDHOEK

REPUBLIC OF NAMIBIA

(hereinafter referred to as the "**SELLER**")

AND

EUVI ENERGY TECHNOLOGIES CC

P.O.Box 6862,

Ausspannplatz,

Windhoek Namibia

Erf 1293, Falkland, Rocky Crest, Windhoek

Born on/Reg No/ID: 75022200171 / CC/2020/06318

[*State whether company/CC/Trust or whether married or unmarried. Also, if married, whether
married in/out of community of property.

If married in community of property, full names & date of birth of spouse]

or his/her/her Nominee

(hereinafter referred to as "**the PURCHASER**")

[collectively referred to as "**the parties**"]



WHEREAS THE SELLER IS THE OWNER OF THE PLOT AND THE LAND;

AND WHEREAS THE SELLER WISHES TO SUBCONTRACT THE DEVELOPMENT COMPANY TO DEVELOP THE LAND AS PART OF A PROJECT TO DEVELOP PLOTS SITUATE ON THE LAND;

AND WHEREAS THE PURCHASER WISHES TO BUY A PLOT (HEREINAFTER REFERRED TO AS "**THE PROPERTY**") FROM THE SELLER;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

DEFINITION

In this Agreement, unless the context otherwise indicates:

"Agreement" shall mean this Agreement, including any annexures thereto;

"Conveyancers" means **Messrs Delport Legal Practitioners – Liezel Thom** of Unit 5, Bismarck Village, Church Street, Windhoek, Tel (061) 233441 – HYPERLINK "mailto:liezel@delportlaw.com" liezel@delportlaw.com;

"day" means any calendar day other than a Saturday, Sunday or officially proclaimed Namibian public holiday;

"development" means the development of 10 (ten) residential plots by the SELLER on the Farm OMURAMBA No 341;

"Engineers" means the person/firm appointed by the SELLER to act as the Engineer for purposes of this Agreement and/or any other persons appointed from time to time by the SELLER;

1.6 **"Farmland Owners"** means the respective owners of all the Plots situate on the land;

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"land" means the following:

CERTAIN: The Farm OMURAMBA No 341

SITUATE: Registration Division "J"

MEASURING: 193.4734HA

HELD BY: Certificate of Consolidated Title No
T 7393/2002

"Property" means:

CERTAIN: **Portion 11** (A Portion of Portion 1) of
the Farm OMURAMBA No 341

SITUATE: Registration Division "J"
OTJOZONDJUPA Region

MEASURING: 193.4734 HECTARES

as indicated on the diagram hereto and marked "**A**", subject to such further conditions that may be imposed thereon in terms of clause 5.1.1 hereunder;

"Scheme"

means the scheme whereby the plots are being developed on the land and which shall henceforth be known as **Omuramba Farmlands**;

"Signature Date"

means the date on which the party last signing signs this Agreement;

"services"

shall mean the main- and access roads and the central borehole (excluding any pipeline) constructed and/or erected on the land;

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The SELLER shall not be required to indicate to the PURCHASER the position of the beacons or pegs upon the Property and/or boundaries thereof, nor shall the SELLER be liable for the costs of locating same.

Save as is otherwise stated in this Agreement, the SELLER further warrants that the Property will be free of all encumbrances upon date of registration of transfer.

The Property is sold without sewerage infrastructure (save for the Services) which the PURCHASER is responsible to construct and/or erect at his/her/its own costs. A water connection point will be provided by the SELLER, and the

PURCHASER is further responsible at his/her/its own costs to erect and construct its own solar panel for electricity supply to the Property. The PURCHASER is furthermore responsible at his/her/its costs for providing the necessary infrastructure to ensure supply of water and electricity (if applicable) to the Property.

BREACH

If a party is in breach of any term of, or warranty given in terms of this Agreement, the other party shall be entitled to cancel this Agreement *only* if such breach is material.

Such breach shall not be material if written notice of such breach is given to the reaching party by the aggrieved party and remedied within 14 (fourteen) days of receipt of such notice.

Subject to the provisions of subparagraph 10.1 *supra*, should any party hereto commit a material breach of this Agreement, and fail to remedy same within the time period stipulated in clause 10.2 *supra*, then the aggrieved party shall be entitled at his/her option to exercise all or any rights which he/she might hold under the common law of Namibia or otherwise.

In the event of the PURCHASER failing to remedy his/her material breach as stipulated in clause 10.3 above, then the SELLER shall have the right to:

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Paragraph headings are for reference only and may not be used in the interpretation of any clause.

OCCUPATIONAL RENT:

Means the rental payable from the date of occupation or date of usage of land till the date of transfer.

SALE

The SELLER, as owner of the Land, hereby sells the Property to the PURCHASER who wishes to purchase the same on the terms and conditions as set out hereunder.

The PURCHASER acknowledges and agrees that the number allocated to the Property by the SELLER may differ to the number allocated by the Surveyor General, although the Property will be the same in all material respects as chosen by the PURCHASER and as indicated in terms of Annexure "A" hereto.

The SELLER hereby agrees that the PURCHASER shall rent the property for 3 (three) months starting on the 1st of August 2021 where thereafter this agreement will serve as a deed of sale and the purchaser agrees to purchase such land being Portion 11 of the Farm OMURAMBA NO 341. This period may be extended with the prior approval of the SELLER and for not longer than an additional period of 2 months.

THE OCCUPATIONAL AMOUNT:

The SELLER has agreed to the amount of N\$10 000.00 per month.

PURCHASE PRICE

The purchase price for the Property and the Services is the sum of **N\$ 2 565 000.00** (Two Five Six Five Zero Zero Zero NAD)

The purchase price shall be paid against registration of transfer of the Property into the name of the PURCHASER.



All payments in terms hereof shall further be made free of exchange to the address of the Conveyancers as appointed in paragraph 5 hereof, or at such other address or to such a person as the SELLER may nominate in writing.

- 3.3 An acceptable Bank Guarantee shall **within 120 (hundred and twenty) calendar days of Signature Date**, be given in respect of the purchase price to the SELLER, which Guarantee shall be payable free of exchange at the Conveyancers appointed in terms of paragraph 5 hereof, against registration of the Property into the name of the PURCHASER. Should the PURCHASER fail to provide the SELLER or its Attorneys with the approved bank guarantee within 60 (sixty) calendar days to the Conveyancers, the SELLER shall have the right to cancel this Agreement in terms of Clause 10 hereof, without prejudice to the SELLER's other remedies in terms of this Agreement.

COSTS OF TRANSFER

- 4.1 The costs of and the costs incidental to the negotiation, preparation and implementation of this Agreement (which costs shall be payable if this agreement is cancelled for whatever reason or not), and the costs incidental to the transfer of the Property from the SELLER to the PURCHASER and the arranging of registration thereof simultaneously with the registration of the Mortgage Bonds (if any) and linking with such Conveyancers, as well as any stamp duty payable thereon as well as all bond registration costs shall be paid for by the **PURCHASER** in terms of the prescribed transfer fee as stipulated in Government Gazette No. 7085, dated 30 December 2019.
- 4.2 The aforesaid costs shall be payable within 7 (seven) calendar days after being requested to do so by the Conveyancing Attorneys.
- 4.3 The PURCHASER acknowledges that he/she/it is aware of the fact that transfer duty is payable to the Receiver of Revenue within 6 (six) months from Signature Date, failing which penalty interest becomes due to the Receiver of Revenue by the PURCHASER.

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TRANSFER

The SELLER acknowledges its/their prerogative to appoint the Conveyancing Attorneys, and transfer of the said Property shall be given to the PURCHASER by the Conveyancers **[Delpont Legal Practitioners] (Tel: 061 - 233441)** as soon as possible after compliance with the restrictive or suspensive conditions contained herein and subject to:

such condition(s) as may be laid down/imposed by the relevant local authority or Government, as the case may be;

such servitudes as may be applicable to or imposed on the Property;

such conditions as are contained or referred to in the Title Deed relating to the land and the building;

the approval and issue of a Diagram/General Plan in respect of the Property by the Surveyor General;

the issue of a Certificate of Registered Title in respect of the Property.

Notwithstanding any conditions contained herein to the contrary, the PURCHASER shall not be entitled to withhold any payment as retention and will be obliged to pay the full balance of the purchase price immediately when requested thereto on date of registration of the Property into the name of the PURCHASER.

Transfer shall not be passed to the PURCHASER before the until such time as the Purchase Price and all the other amounts for which the PURCHASER may be liable for in terms of this Agreement have been fully paid, or payment thereof otherwise been secured by a guarantee acceptable to the SELLER or the Conveyancers.

The PURCHASER shall be obliged to sign all transfer documents within 7 (seven) calendar days of being requested to do so by the Conveyancers.

The PURCHASER shall further be obliged to take transfer of the Property if and when requested thereto by the Conveyancers.

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POSSESSION

- 6.1 The PURCHASER will, against proper compliance of all his/her liabilities in terms of this Agreement, be entitled to occupy the Property from date of registration of transfer of the Property into the name of the PURCHASER at the Deeds Office.
- 6.2 From the above named date, all risk and profits in the Property will be the responsibility of and to the benefit of the PURCHASER, who will be entitled to all of his/her income and liable for all expenses therefor.

LAND TAX AND INSURANCE

- 7.1 The PURCHASER shall be obliged to pay Land Tax in respect of the Property to the relevant Authorities.
- 7.2 The existing insurance cover over the Property (if any) shall remain in force until date of registration of transfer, from which date the PURCHASER shall make his/her own arrangements for the necessary insurance cover.

SIGNATURE DATE

The last date of signature of this Agreement shall be the date of sale.

"VOETSTOOTS"

The Property is sold as described in the existing Title Deed or Deeds thereof, and is subject to all conditions, servitudes (if any) attaching thereto or mentioned or referred to in the said Title Deed or prior Deeds. The SELLER shall not be liable for any deficiency in extent or error in description, which may be revealed upon any resurvey, nor shall the SELLER benefit by any possible surplus, and the PURCHASER acknowledges that he/she has fully acquainted himself/herself with the Property. The Property is further sold "voetstoots" and as it stands. The SELLER shall not be liable for any defects in the Property, either latent or patent, or any defects caused by the Development Company.

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claim immediate payment of all amounts outstanding under this Agreement, which amounts shall be deemed to become due and payable forthwith; alternatively

to cancel this Sale, obtain immediate repossession of the Property and to eject the PURCHASER therefrom and to recover from the PURCHASER the actual damages sustained by the SELLER by reason of the PURCHASER's default, and to retain all amounts paid by the PURCHASER pending the determination of such damages.

AGENT'S COMMISSION

Agents commission in the amount of **N\$150.000.00 (VAT included)** will be paid by the SELLER to the Agent(s), _____, which commission shall be deemed to have been agreed upon on the date of signature of this Agreement by both parties and shall be payable by the Conveyancers, DELPORT LEGAL PRACTITIONERS to the Estate Agents from the proceeds of the purchase price upon the date of registration of transfer of the Property into the name of the PURCHASER.

VARIATION

This Deed of Sale constitutes the entire Agreement between the parties and any other terms, provisions or conditions, whether express or implied, are excluded therefrom and no modification, variation or alteration thereof shall be valid unless reduced in writing and signed by both parties

WAIVER

Notwithstanding any express or implied provisions of this Deed of Sale to the contrary, any latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER's rights at any time, and without notice, to require strict and

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punctual compliance with each and every provision or term hereof.

NOTICE AND DOMICILIA

The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the following address:

14.1.1 **SELLER:** **MARBEN FARMING (PTY) LTD**
P O Box 86679, Eros
Windhoek
Email: mfp.transport@gmail.com

14.1.2 **PURCHASER:** **P.O.Box 6862,**
Ausspannplatz,
Windhoek
Namibia

Email: edfgeiseb@gmail.com

or such other address or email address as may be substituted by notice given as required. Each party will be entitled from time to time to vary its *domicilium* by written notice to the other to any other address within Namibia which is not a post office box or *poste restante*.

Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by email.

A notice will be presumed, unless the contrary is proved, to have been given – if posted by prepaid registered post, 14 (fourteen) days after the date of posting thereof;

if hand delivered during business hours on a business day, on the day of delivery;
if sent by email, on the first business day following the date of sending of such email.

GENERAL

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The parties hereby agree to indemnify the Conveyancing Attorneys mentioned in paragraph 5 *supra*, against any loss(es) suffered by either party in respect of interest which may accrue to either party as a result of delay(s) in the registration of the transfer, which is not directly attributable to the negligence of the Conveyancing Attorneys concerned.

NOMINEES

Where the person signing this offer as PURCHASER, is acting in any other capacity than in his/her personal capacity, or making the offer to purchase in his/her capacity as nominator of his/her nominee, he/she hereby binds himself/herself irrevocably as surety and co-principal debtor with the PURCHASER he/she hereby represents or nominates.

DEFINITION

In this Agreement words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female and words importing persons shall include bodies corporate.

NOVATION

The parties hereby agree that this Agreement shall supersede all previous agreements (whether in writing or not) made by the parties in respect of the sale of the Property and accordingly this agreement constitutes a novation of any previous agreements of sale of the Property between the parties.

JURISDICTION

The parties hereby agree to irrevocably submit to the exclusive jurisdiction of the High Court of Namibia in relation to any dispute which may arise between the parties hereto, without prejudice to the exclusive rights of the SELLER to institute proceedings against the PURCHASER in respect thereof in any other jurisdiction.

SUSPENSIVE CONDITION

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It is a suspensive condition of this Agreement that the PURCHASER shall be successful in obtaining a loan for the purchase price plus have the funds to cover the costs from a financial institution. In the event of such loan not being obtained by the PURCHASER within **30 (thirty) days** from last date of the occupational date agreed by both parties, then this Agreement shall become *null and void and the SELLER has the right to terminate the occupation agreement with immediate effect*. The PURCHASER undertakes to apply for such loan forthwith. The PURCHASER however undertakes to return the land back to its formal state or pay damages should such funds not be obtained.

SALE SUBJECT TO CONDITIONS

The PURCHASER (or his/her nominee and/or successor-in-title) agrees to, at all relevant times, be bound by and to strictly comply with the following:

Only 2 (Two) main houses per Plot will be allowed and the number of workers' houses should be in accordance with and concomitant to the operations being conducted on the Plot. No temporary structures and/or squatting of whatsoever nature for resident purposes or otherwise are allowed on the Plot;

The refuse removal shall be the responsibility of the owner and the owner shall be obliged to keep the Property free of refuse at all times;

Domesticated animals and/or house pets may be kept on the Property, but must at all times be contained within the boundary fences of the Property;

The Property must be properly fenced at all times and must be regularly maintained;

No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners;

No person shall be allowed to operate a shebeen, store, pub or the like on his/her Property under any circumstances;

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No vehicles shall enter or leave the development at any point except at the entrance gate(s);

No person shall drive or ride any vehicle in the development in such a manner that would constitute an offence under the applicable and current Namibian Traffic Legislation;

No fire shall be lit in any open spaces in the development, except in such places as may be designed for the purpose by the SELLER and in a properly constructed fireplace or braai;

The owner shall be responsible for his/her/its own electrical- and water supply to the Property;

The maintenance and upkeep costs of the central owners' gate and the communal road shall be shared equally between the Farmland Owners;

The Property shall not be improved and/or developed so as to diminish the rural character of the Property.

It is agreed that the above conditions, at the exclusive discretion of the SELLER, be registered against the title deed of the Property and the PURCHASER herewith irrevocably consents thereto.

22. GENERAL

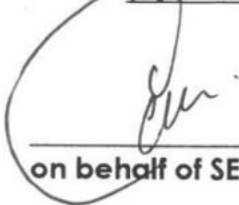
The parties hereby agree to indemnify the Conveyancing Attorneys mentioned in paragraph 1.2 *supra*, against any loss(es) suffered by either party in respect of interest which may accrue to either party as a result of delay(s) in the registration of the transfer, which is not directly attributable to the negligence of the Conveyancing Attorneys concerned.

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SIGNED at WINDHOEK on this the 05 day of May 2021 in the presence of the undersigned witnesses:

AS WITNESSES:

1. MRS. PEREIRA



on behalf of SELLER

2. _____

on behalf of Seller



on behalf of SELLER

SIGNED at Windhoek on this the 05 day of May 2021 in the presence of the undersigned witnesses:

AS WITNESSES:

1. Mrs Eugelene D. F Geises



On behalf of Purchaser

2. Vistorina N Nama



On behalf of Purchaser

On behalf of Purchaser