

DEED OF SALE

MEMORANDUM of AGREEMENT ENTERED INTO BETWEEN

MR. SYLVANUS HAUFIKU

Herein represented by Mr. S. Haufiku in his capacity as the owner of the un-proclaimed land in Endola Village

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

AND

FERDI CONSULTING SERVICES CLOSED CORPORATION, REGISTRATION NUMBER CC/ 2006/1575

Herein represented by Mr. F Nghiyolwa in his capacity as the sole member of FERDI CONSULTING SERVICES CLOSED CORPORATION.

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

Whereby the **SELLER** is the owner of the following **PROPERTY**:

CERTAIN RESIDENTIAL ERVEN: ENDOLA VILLAGE

SITUATED IN THE VILLAGE OF ENDOLA

TOTALLING: ONE (1) ERVEN

BOUNDARIES: SYLVANUS HAUFIKU LAND

MEASURING: 2500..... M²

(hereinafter referred to as the **PROPERTY**)

Sylvanus Haufiku
F. Nghiyolwa
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AND WHEREAS the PURCHASER is desirous of purchasing the said PROPERTY.

NOW THEREFORE, THE SELLER and the PURCHASER,

(hereinafter referred to as the PARTIES)

Hereto agree as follows:

1. SALE AND PURCHASE

The SELLER hereby sells to the PURCHASER and the PURCHASER hereby purchases the PROPERTY.

2. PURCHASE PRICE

The purchase price of the PROPERTY is the sum of N\$ 45 000 - 00
(forty five THOUSAND N\$ AND ZERO CENTS ONLY
.....).

3. DATE OF PAYMENT

The PURCHASER shall pay the SELLER the PURCHASE PRICE after the DEED OF SALE has been signed and consensus met.

4. POSSESSION OF THE PROPERTY

Possession of the PROPERTY shall forthwith be given to the PURCHASER by the SELLER on the date of signature of this DEED OF SALE, upon which date the risk and profit in the PROPERTY shall pass from the SELLER to the PURCHASER.

5. SERVICE OF THE PROPERTY

The PURCHASER shall upon receiving possession of the PROPERTY, be liable for the servicing of the PROPERTY, and at the same time, the PURCHASER undertakes to service such PROPERTY as soon as possession is handed over to him by virtue of the SELLER signing this DEED OF SALE.

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The **SELLER** shall ensure that upon signature of this **DEED OF SALE** by both **PARTIES**, possession of the **PROPERTY** is handed over to the **PURCHASER** in order to enable the **PURCHASER** to service the **PROPERTY** and immediately start with the construction on the property. The **PURCHASER** is not restricted to put up any specific business on the **PROPERTY**, meaning the **PURCHASER** may construct any structure for any business of the **PURCHASER'S** choice.

The **SELLER** shall furthermore ensure that all necessary measures are put in place in order to enable the **PURCHASER** to meet its obligation of servicing the **PROPERTY**.

6. TRANSFER OF THE OF THE PROPERTIES

Upon date of signature of this **DEED OF SALE**, which is also the date that the **PURCHASER** takes possession of the **PROPERTY**, the **SELLER** shall, upon signature of this **DEED OF SALE**, the property is immediately transferred onto the **PURCHASER**.

7. TRANSFER COST

NO PTRANSFER COST WILL BE REQUIRED, AS THIS IS STILL A COMMUNAL AREA AND UN-PROCLAIMED, IT FALLS UNDER THE TRADITIONAL HEADMEN.

The **SELLER** and the **PURCHASER** undertake that, upon being requested to do so, the **PARTIES** shall immediately sign all documents that need to be signed in connection with, the transfer of the **PROPERTY** into the name of the **PURCHASER**, the cancellation of any bond registered over the **PROPERTY**, the registration of any new bond to be registered over the **PROPERTY**.

8. RATES AND TAXES

The **PURCHASER** shall be liable for payment of rates and taxes in respect of the **PROPERTY** as soon as the **PROPERTY** have been serviced and the **PROPERTY** have been registered and transferred into the name of the **PURCHASER**.

9. PROPERTIES SOLD VOETSTOOTS

The **PROPERTIES** are hereby sold voetstoots and the **PURCHASER** hereby acknowledges that the **SELLER** has no knowledge of any defects, patent or latent, in the **PROPERTY**. The **PURCHASER** shall not be entitled to rescind the contract or to claim damages or to refuse or fail to carry out any of his obligations on the grounds that the **SELLER** had knowledge of any latent or patent defects.

The **PURCHASER** further acknowledges that he has inspected the **PROPERTY** and has satisfied himself as to the conditions, boundary markers, quality, area and extent of the **PROPERTY** and that no representation or warranties of any kind whatsoever have been made by or on behalf of the **SELLER** in regard thereto and that he hereby purchases the **PROPERTY**, acting on his own free will

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and with full knowledge thereof. The **PURCHASER** further acknowledges that the **SELLER** does not warrant that the **PROPERTY** are fit for the purpose for which it has been purchased.

The **PROPERTY** are sold as described in the existing Title Deed(s), subject to all conditions and servitude (if any) attaching thereto or mentioned in the said Title Deed(s) or prior Deed and is subject to all the terms and conditions and restrictions which are or might be imposed by any legislation which is applicable to the said **PROPERTY**.

The **SELLER** shall not be liable for any deficiency in extent which may be revealed on any resurvey, nor shall the **SELLER** benefit from any surplus in extent

10. DOMICILE CITANDI ET EXECUTANDI

The addresses of the **PARTY** for all purposes whatsoever arising out of this **DEED of SALE** are as follows:

THE SELLER at:

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.....
MR. SILVANUS Hamfika

P. O Box
145 15 435

.....
OSHACATI

.....
Cell: 081 2398437

THE PURCHASER at:

P O Box 23537

Windhoek

517 Kleinne Kuppe

Brukkaros Street

Tel: 0811281980 (cell)

The **PARTY** hereby agree that all notices dispatched by pre-paid registered post, addressed to the above Domicillium et executandi of any party by the other party, shall be deemed to have been received 7 (seven) days after the posting thereof. Either party may from time to time change its Domicillium by delivering a written notice to the other party to that effect.

11. BREACH

Should any one of the **PARTY** commit a breach of any of the terms and obligations embodied in this **DEED OF SALE** and remain in such breach for more 14 (fourteen) Days after receipt of a notice by

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registered mail requiring such party to remedy such breach, the aggrieved party shall be entitled to, without prejudiced to any other rights available by at law:

Demand specific performance of the terms of this **DEED OF SALE**

Cancel this **DEED OF SALE** forthwith without further notice and demand damages from the defaulting party.

12. WAIVER

Any condonation of any breach of any of the provisions of this **DEED OF SALE** or other act of relaxation, indulgence or grace on the part of the **SELLER** or **PURCHASER** or any matter or thing which the **SELLER** or **PURCHASER** is bound to perform or observe in terms of this **DEED OF SALE**, shall not in any way be deemed to be a waiver of the **SELLER** or **PURCHASER's** rights under this **DEED OF SALE** to at anytime require strict and punctual compliance with each and every provision or terms of this **DEED OF SALE**.

13. JURISDICTION

For the purpose of solving any dispute which may occur or exist between the **PARTY** hereto, the **PARTY** consent to the jurisdiction of the Magistrate Court of competent jurisdiction, notwithstanding the fact that the amount involved in such action or proceeding may be beyond the jurisdiction of the Magistrate Court.

14. VARIATION

This **DEED OF SALE** contains the entire agreement between the **PARTY** and any other terms and conditions whether expressed or implied are excluded herefrom and any variation, alteration or addition to this **DEED OF SALE** shall not be of any force or effect or of legal validity unless reduced to writing and signed by both **PARTY** hereto.

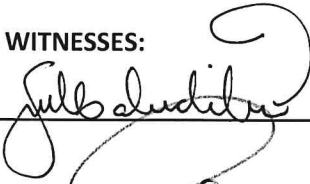

15. SIGNATURE BY THE PARTY

Signature of this **DEED OF SALE** by the **PURCHASER** shall be deemed to constitute an offer by the **PURCHASER** to the **SELLER** to enter into this **DEED OF SALE**, which offer shall not be capable of revocation or withdrawal by the **PURCHASER** for a period of 30 (thirty) days after signature of this **DEED OF SALE** by the **PURCHASER**. This **DEED OF SALE** shall be legally binding on the **SELLER** only when it is duly signed by the **SELLER**.

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THUS DONE, SIGNED AND ENTERED into at ENDOLA on this 07th Day of DECEMBER 2010.

AS WITNESSES:


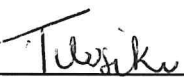
1. 
2. 




PURCHASER


THUS DONE, SIGNED AND ENTERED into at ENDOLA on this 07th Day of DECEMBER 2010.

AS WITNESSES:

1. 
2. 



SELLER (OWNER OF THE PROPERTY)


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