



## RUNDU TOWN COUNCIL

Tel: (+264 66) 266 400

Erf 1212, Maria Mwegere Street

Private Bag 2128  
Rundu, **NAMIBIA**

Email: [mungunda@rundutown.org](mailto:mungunda@rundutown.org)

Website: [www.rundutown.org](http://www.rundutown.org)

Enquiries: Mr. SC MUNGUNDA

Date: 15 February 2024

### OFFER TO PURCHASE

Entered into by and between:

#### THE TOWN COUNCIL OF RUNDU

Herein represented by EFRAIM OLAVI VATARENI NATHANAEL  
In his capacity as CHIEF EXECUTIVE OFFICER and ENGELBERT MUYENGA as the CHAIRPERSON of  
MANAGEMENT COMMITTEE of the said TOWN COUNCIL

(Hereinafter referred to as the "OFFEROR")

AND

#### ACEMAC CONSTRUCTION CLOSE CORPORATION

Registration No : CC/2003/0362069  
Postal Address : P.O. Box 9556, Eros, WINDHOEK  
Cell phone No : +264 811227575/0812043043  
Email Address : ginatjingaete@gmail.com

(Hereinafter referred to as the "OFFEREE")

*Handwritten signatures and initials:*  
M.T. 1  
D.N.

## 1. PROPERTY

- 1.1. **Portion 138 of Remainder of Farm Rundu Townlands No. 1329, (Along Nkurenkuru Highway, South of Sauyemwa)** measuring approximately **153,962 m<sup>2</sup>**, (One Hundred Fifty Three Thousand Nine Hundred and Sixty Two Square Meters) zoned "undetermined" situated in Town of Rundu, Registration Division "B".

## 2. OFFER TO PURCHASE

The more comprehensive Offer to Purchase shall be signed between the Offeror (**Rundu Town Council**) and the Offeree (**Acemac Construction cc**), following the acceptance and payment of the purchase price as stated in Clause 17 hereof by Purchaser and signing by Seller in terms of the provision hereof.

## 3. PURCHASE PRICE

- 3.1 The purchase price of the sum **N\$ 5,388,670.00 (FIVE MILLION THREE HUNDRED AND EIGHTY EIGHT THOUSAND SIX HUNDRED AND SEVENTY NAMIBIAN DOLLARS)** is offered for acceptance by the Offeree (Purchaser).
- 3.2 **N\$ 1,077,734.00 (ONE MILLION SEVENTY SEVEN THOUSAND SEVEN HUNDRED AND THIRTY FOUR NAMIBIAN DOLLARS)** which is twenty percent (**20%**) of the Purchase Price (Clause 3.1 above) must be settled within **thirty (30) working days** upon acceptance of the offer, and must be paid to the Seller; failure to this condition will result in lapse of the offer and no deed of sale will be entered into.
- 3.3 The remaining balance of the purchase price after the deposit payment stated in Clause 3.2 above, shall be settled within **Twelve Months (12) or One (1) Year** from the date of the deposit payment, failure to do so all payments made to the Council in respect of this contract shall be forfeited.

## 4. ACCEPTANCE AND PAYMENT OF PURCHASE AMOUNT

- 4.1. This offer shall become a final and binding sale upon acceptance and signature hereof by the Offeree, with payment having been made on the date of signature/acceptance in full as stated herein. Should this offer not be accepted upon its receipt by the Offeree, it shall lapse within **fourteen (14) calendar days** from the date of this offer.
- 4.2. The Offeree (Purchaser) shall accept this offer by affixing their signatures in acceptance on the appropriate page and spaces provided in this offer and promptly send this offer back within the acceptance period stated in this Clause.

## 5. COST OF TRANSFER

The Purchaser shall pay all transfer costs incurred in respect of the transfer of the Property, including Transfer Duty, Value Added Tax, whichever is applicable, and the cost of the deed of sale, which amounts, shall be paid immediately upon request by the Seller.

## 6. TRANSFER

On registration of transfer of the Property, the risk of ownership shall pass to the Purchaser from which date the Purchaser shall receive all benefits from and be responsible for all rates and taxes on the Property. Transfer of the Property shall be effected by the Seller's Conveyancers, after the town

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JK  
Pm.

planning formalities are completed, construction of storm water channels and shall be given and taken upon the Purchaser having complied with the payments due in terms of Clause 3.

## 7. POSSESSION

Possession of the Property shall be given to the Purchaser once the **20%** deposit of the purchase price as stated in Clause 3 above is fully paid, and permanently on the date of registration of transfer. From the occupation date, it shall be the purchaser's sole responsibility to maintain / guard the property.

## 8. POTENTIAL DISPUTE ON PROPERTY OWNERSHIP

The Seller herewith wishes to assure the Purchaser that as the first and sole owner of the Property, there are no possibilities of dispute on either ownership or use by the Purchaser for the intended purpose. However, just like any other property sale transaction, any objections shall be effectively addressed by the Seller.

## 9. RATES AND TAXES

The Purchaser shall be liable for the payment of all Rates, Taxes, Insurance Premiums and other charges in respect of the property beyond the date of possession as set out in Clause 6 hereof and shall refund the Seller any such monies which may have been paid in advance beyond such dates.

## 10. VOETSTOOT

The Property is sold 'VOETSTOOT (as is) as described in the existing title deed or deeds thereof, and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deeds or prior deed. The Seller shall not be liable for any deficiency in extent, which could be revealed on any re-survey, nor shall the Seller benefit by any surplus in extent.

## 11. WARRANTIES

The Seller shall be required to indicate to the Purchaser the position of the beacons or pegs upon the property and/or boundaries thereof.

## 12. BREACH

12.1. In the event of the Purchaser failing to fulfill on due date any of the terms and conditions of this Offer, the Seller shall have the right either:

12.1.1. To cancel the sale by registered or hand delivered letter addressed to the Purchaser, in which event the Purchaser shall forfeit all monies paid to the Seller or its Conveyancers in terms hereof, without prejudice to the Seller's other legal rights and remedies and the right to claim damages; or

12.1.2. To claim immediate payment of the whole of the purchase price and the fulfillment of all the terms and conditions thereof.

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12.2. In the event of the Seller failing to fulfill on due date, any of the terms and conditions of this Offer, the Purchaser shall have the right either:

12.2.1. To cancel the sale by registered letter addressed to the Seller and to recover from the seller such damages as the Seller may have suffered; or

12.2.2. To claim the immediate fulfillment of all the terms and conditions hereof.

### 13. VARIATION

This Offer constitutes the entire Agreement between the parties and no modification, variation or alteration thereto shall be valid unless in writing and signed by both parties hereto.

### 14. WAIVER

Notwithstanding any express or implied provisions of the Agreement 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 punctual compliance with each and every provision or term hereof.

### 15. DOMICILIA CITANDI ET EXECUTANDI

It is agreed upon by the parties that they each select their respective addresses hereinbefore set out at their respective *domicilia citandi et executandi*, which shall be the address to which all notices or other documents in relation to these presents may be sent and all which all processes may be served.

### 16. INTERPRETATION

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

### 17. SUSPENSIVE CONDITION

It is hereby specifically agreed upon between the Parties that this Agreement would be subject to the following suspensive conditions, namely:

- a) That the Offeree (Purchaser) pays the Seller through cash, electronic fund transfer, bank transfers or through any acceptable means the Offeree (Purchaser) raises and receives, such as a loan/s granted by his/her/its bank totaling **N\$ 1,077,734.00 (ONE MILLION SEVENTY SEVEN THOUSAND SEVEN HUNDRED AND THIRTY FOUR NAMIBIAN DOLLARS)** within thirty (30) working days.

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SM SK SM

- b) The Offeree (Purchaser) hereby warrants that its funds are sufficient in relation to its commitments to meet the requirements of this Offer to Purchase.
- c) That the developer agrees to carry out all town planning formalities, registration and construction of the storm water channels during the development of the land before transfer take place.

**17.1. LAPSE OF OFFER**


This Offer to Purchase will be deemed to have lapsed if Clause 3 has not been met within **thirty (30) working days** from the date of issuing the invoice of this Offer to Purchase. No extensions will be granted.

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**18. ACCEPTANCE OF OFFER**

I, McLENN Y.V. TJINGAETE Namibian ID: 691010 02260

In my capacity as MANAGING DIRECTOR of the Offeree (Purchaser), do hereby

Irrevocably accept this offer on (date) 16 FEB 24 Signature 

**AS WITNESSES:**


**SIGNED** at GOBABIS on this 16 day of February 2024 in the presence of the undersigned witnesses:

1. 

2. 

**SIGNED** at RUNDU on this 21 day of FEBRUARY 2024 in the presence of the undersigned witnesses:

1. 

  
**E.O.V. NATHANAEL**

2. 

  
**E. MUYENGA**



# OFFICE OF THE CHIEF EXECUTIVE OFFICER

Erf 1212, Maria Mwegere Street, Private Bag 2128, Rundu Namibia  
Tel: (+264 66) 266 400

Email: ceo@rundutown.org / pa.ceo@rundutown.org | Website: www.rundutown.com.na

## RUNDU TOWN COUNCIL

Inquiries: SC Mungunda

22 February 2024

ACEMAC Construction cc  
PO BOX 9556  
RUNDU  
NAMIBIA

REF: 0000138

## TAX INVOICE NO.RTC 240222001

VAT REG.NO.25493000-15

No	DESCRIPTION	UNITS	UNIT AMOUNT (N\$)	SUBTOTAL AMOUNT	VAT (15%)	TOTAL AMOUNT N\$
1.	Portion 138 of R/Farm Rundu Townlands No. 1329	1	35	4,580,369.50	808,300.50	5,388,670.00
<b>Deposit @ 20%</b>						1,077,734.00
<b>Total Outstanding</b>						4,310,936.00

**THIS INVOICE IS VALID FOR 30 WORKING DAYS!**

**BANK DETAILS: Rundu Town Council, First National Bank, Account No.62010112952, Branch Code: 28-12-73**



Councillors: Hon. G. Kanyanga (Mayor), Hon. J. Kakondo (Dep. Mayor), Hon. E. Muyenga (Chairperson- MC), Hon. R. Nekare (Member- MC)  
Hon. R. Nanghuti (Member-MC), Hon. N. Ndumba, Hon. R. Ndara  
*All official correspondences must be addressed to the office of the CEO*