

MEMORANDUM OF AGREEMENT

1. PARTIES

The parties to this Agreement are:

1.1 THE MUNICIPAL COUNCIL OF OUTJO

PO Box 51, OUTJO

Tel.: 067 - 313013

herein represented by JOSEPH ABEL /URIB in his capacity as Chief Executive Officer, being duly authorised hereto by virtue of Section 31A of the Local Authorities Act, 23 of 1992

(hereinafter referred to as "the Lessor")

1.2 BENISIUS FILLEMON

(Identity Number: 710422 0011 4)

P O BOX 703, OUTJO

Tel.: 081 243 3883

(hereinafter referred to as "the Lessee")

1.3 OUTJO PROPERTIES (PROPRIETARY) LIMITED

(Company Number: 2021/0259)

P O BOX 115, OUTJO

Tel.: 081 128 6336

herein represented by DEON VERSTER in his capacity as director and being duly authorised hereto

(hereinafter referred to as "the Cessionary")

2. INTERPRETATION

2.1 In this agreement, except in a context indicating that some other meaning is intended,

2.1.1 "Effective Date" means the date of signature hereof ;

2.1.2 "Lease" means the agreement of lease dated 3 MARCH 2022 between the Lessor and the Lessee whereby the Lessor let and the Lessee leased the Premises;

2.1.3 "Parties" means the Parties to this agreement, and "Party" means one of them;

2.1.4 "Premises" means Portion/piece of undetermined land in Informal Settlement Area for local business purposes (Mini Shop, Butchery and Entertainment Park, measuring 1 473.50 square metres;

2.1.5 expressions in the singular also indicate the plural, and the other way round;

2.1.6 words and phrases indicating natural persons refer also to juristic persons, and the other way round; and

2.1.7 pronouns of any gender include the corresponding pronouns of the other gender.

2.2 Clause headings appear in this agreement for purposes of reference only and must not influence the proper interpretation of the subject matter.

2.3 This agreement must be interpreted and applied in accordance with Namibian law.

3. CESSION AND ASSIGNMENT (TRANSFER OF RIGHTS AND OBLIGATIONS)

3.1 With effect on the Effective Date, the Lessee cedes and assigns (transfers) to the Cessionary all the Lessee's rights, title, interest and obligations under, in and to the Lease.

2.2 The Cessionary accepts the cession and assignment in terms of clause 3.1.

2.3 The Lessor consents to the cession and assignment in terms of clause 3.1.

4. WARRANTIES AND INDEMNITY

4.1 The Lessee warrants to the Cessionary that the Lease remains, and will on the Effective Date remain, in full force on its original terms as reflected in the copy of the Lease received by the Cessionary. The Lessee warrants that it is not, and will not on the Effective Date, be in breach of any of its obligations under the Lease.

4.2 The Lessee indemnifies the Cessionary against all claims by the Lessor against the Cessionary in terms of the Lease based on causes of action which arose before the Effective Date.

4.3 The Lessor does not give the Cessionary any express or implied warranties such as those contained in clause 4.1, but does warrant to the Cessionary that on the date of this agreement the Lessor knows of no facts or circumstances which would lead to the Lessee to be in breach of clause 4.1.

5. COSTS

The legal costs incurred in the preparation of this Agreement will be the responsibility of the Cessionary.

6. NON-WAIVER

Any latitude or extension of time which may be allowed by one party to the other in respect of any matter or thing which a party is bound to perform or observe in terms hereof, shall not in any circumstances be deemed to be a waiver of that party's right at any time, to require strict and punctual compliance with each and every provision or term hereof.

7. DOMICILIUM

The parties hereby select for all purposes of this contract the addresses set out by them in the preamble hereto as the *domicilium citandi et executandi* by each of them for the delivery of all

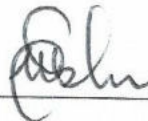
notices and/or process thereto, it being agreed that all notices despatched in the Republic of Namibia by prepaid registered post to the *domicilium* selected shall be deemed to have been received seven (7) days from the date of posting thereof. Either party may from time to time change that parties *domicilium* by delivery of written notice to the other party to that effect.

8. JURISDICTION


For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act, 32 of 1944, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Courts Act, 32 of 1944 or any amendment thereof: Provided that either party shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

THUS DONE AND SIGNED at OUTJO on the _____ day of MARCH 2022.

AS WITNESSES:

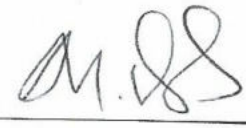
1. _____


2. _____



LESSEE

THUS DONE AND SIGNED at OUTJO on the 17 day of MARCH 2022.

AS WITNESSES:

1. _____


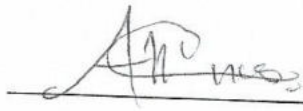
2. _____




SESSIONARY

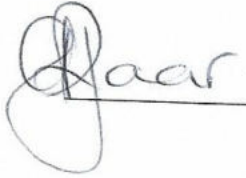
THUS DONE AND SIGNED at OUTJO on the 29 day of MARCH 2022.

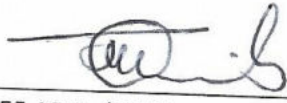
AS WITNESSES:

1. 



PIETER PRAETORIUS
CHAIRPERSON: MANAGEMENT COMMITTEE

2. 



JOSEF ABEL /URIB
CHIEF EXECUTIVE OFFICER

Municipality of Outjo

7 Hage G. Geingob Ave. P.O. Box 51, Outjo, Namibia

Tel. +264 - 67 - 313013 / Fax: +264 - 67 - 313065

E-mail: Yolande@outjomun.com.na



Reference: 7/2/3/2

Date: 29 March 2022

P.O. Box 703
Outjo
Namibia

Attention: Mr. Bennie Fillemon

Sir

RE: APPLICATION TO BUY PIECE OF UNDETERMINED LAND IN THE INFORMAL SETTLEMENT AREA IN ETOSHAPOORT

With reference to your letter of request for Cession of Rights on the un-surveyed piece of land leased to you with an option to purchase and replacing it with a Third Party being "Outjo Properties (Proprietary) Limited" and the application dated 18th March 2022 to buy the said land.

I have the pleasure to inform you that the Council during its meeting held on Monday, 28th March 2022 as per its **Resolution No. 23/28-03-2022** has considered your application positively and has resolved to sell it to you under the following conditions:

- The size of the erf is 1473.50m².
- The selling price of the erf N\$146.00/m² amounting to **N\$ 215 131.00**.
- The selling price of the erf must be paid before any development is to be started on it.
- That the erf is in close proximity to services such as sewerage, water and electricity for connections. Electrical connect must be taken up by yourself with CENORED. You will further on be responsible for connection of services to the site of your intended development.
- That you will solely be responsible for all cost involved for the surveying and planning of the erf towards its registration with the Office of the Registry of Deeds.

I trust that you will find the arrangements in order.

For any further information please don't hesitate to contact my office.

Yours faithfully,



J.A. /URIB
CHIEF EXECUTIVE OFFICER

