

# EQUITABLE TRANSFER OF POSSESSORY RIGHTS OF LAND USE IN TUDIG

Between:

Prince Chief Tudig, Vincent Awazi, Tudig Palace, Tudig, Mbengwi Sub-Division Momo Division, North West Region, Cameroon, Cameroonian citizen, and hereafter referred to as **Partner 1**

and

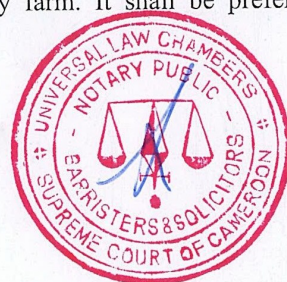
Jan Cappelle, Belgian citizen with residency in Tudig, Cameroon, and with residency permit Cameroon, **partner 2**

Reference: CMR/2015/Tudig/1

Date: June 29 2015

## 1. Land use in Tudig

- A. That the traditional ruler of Tudig, jointly with the members of the Tudig Palace, and the village council of Tudig, promote all initiatives in favour of the wellbeing of its villagers,
- B. That parties mentioned in paragraph A [supra] adopts the transfer of possessory rights and land ownership of land, currently in property of Pa Ndah Godlove, Njinibi, to Jan Cappelle, of which the land lies within the boundaries of Tudig Village.
- C. That upon proposal by Jan Cappelle, the Palace of Tudig shall be assigned temporal property owner of this piece of land, until all specific administrative formalities for such transfer of land rights to a foreigner are met. This is a temporal solution, in order to correctly secure the land ownership rights. Jan Cappelle's focus is on land use, rather than on land rights. He has full and sole access to this piece of land, which is intended for organic farming. In case Jan Cappelle does not, will not or cannot engage in securing the land rights for this piece of land, the agreement remains that the Palace of Tudig remains land owner, and Jan Cappelle has full and sole access to this piece of land.
- D. That the parties in paragraph A [supra] agree to give Jan Cappelle access to other land in Tudig village, with the objective to develop a sustainable, ecological farm project. This cannot be considered as transfer of land rights. It constitutes land use, and is bound by a contractual agreement between the relevant parties. Within this context, the Palace of Tudig hereby agrees to give Jan Cappelle land use rights for its land in Tudig that belongs to the Palace, for motives explained in subsequent paragraph [E].
- E. That the land, in paragraph D [supra], shall be solely used in support of the development of a sustainable, ecological farming project. It shall be called: Tudig Community Farm. It has as objective to support organic farming in Tudig, the protection of Tudig's ecological value, and the promotion of Tudig's economic development.
- F. That the community land shall be managed by Jan Cappelle. He shall work for the Tudig Palace. Jan Cappelle's activities fall under the authority of the Palace of Tudig, including material issues relating to paragraph I.B and I.C supra. He shall only engage in any action after approval by the Palace of Tudig, represented by its Chief and Regent Chief. Subsequently, he is protected by the powers and rights that are given to the traditional authority in Tudig. He has been adopted by the Palace of Tudig, as one of theirs.
- G. That Jan Cappelle shall start the procedures for the establishment of a farmers association. The moment the farmers association has been legally established, it could take over the management of the community farm. It shall be preferred to position Jan Cappelle as





President of the association and Regent Chief of Tudig as the Vice-President.

- H. That the net return of this community farm project shall be used to finance the association's activities and any other work that Jan Cappelle realises, coherent with the provisions in paragraph I.F supra.
- I. That the Tudig Palace shall manage all external activities, including Administrative Authorities.
- J. That the parties also wish to lay down in this agreement the terms and conditions of their mutual relationship concerning the protection of the civil, political, economic, social and cultural rights of Jan Cappelle, as well as to his reputation, health, personal safety, investments, and properties, including in paragraphs I.B and I.C supra. At the same time, the agreement covers the same conditions for any of his partners (e.g. Palace Tudig, village council Tudig), as well as to the member of the farmers association and its partners (e.g. NGOs, associations, lawyers). Specific details can be added in the association's statutes.

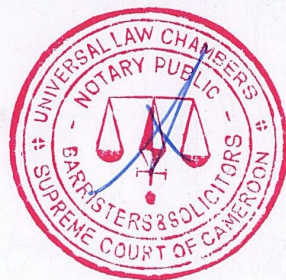
Now therefore the parties hereby agree as follows:

#### 1. Terms and Conditions

- 1.1. Agreed and Established that, the profit coming from the community farm shall be used to cover all expenses in relation to paragraph I.F- I.J supra.,
- 1.2. Agreed and Established that paragraph 1.1 supra can not be met temporarily, the parties agree that, or the farmers association or one of the 2 parties to this agreement, can engage in a temporal grant or loan or investment agreement with external parties or partners, in order to ensure the continuation of the project,
- 1.3. Agreed and Established that, the profit coming from the community farm shall be used to reimburse the loan, as mentioned in paragraph 1.2 as well as in I.H supra.,
- 1.4. Agreed and Established that, all loans and investments shall be respected, and fully reimbursed. All parties engage to remain fully active in the community farm, with the intent to guarantee respect to Terms and Conditions of paragraph 1.3 supra. Subsequently, this also influences the period of partnership and period of land use (see paragraph 2.1 and 2.2.).
- 1.5. Agreed and Established that in a situation in which a third party to this contract intentionally, and/or by malice, engages in the destruction of the community farm, the farm(s) of Jan Cappelle in Tudig (per paragraph I.B, I.C supra), and/or any other element stipulated in paragraph I.J supra. (rights, reputation, health, safety, property), the profit coming from the community farm shall be used to support judicial and any other procedures against the involved third party. The Terms and Conditions in paragraph 1.2.- 1.3 supra. shall also be applied in this situation.
- 1.6. Agreed and Established that in a situation of destruction of the community farm, the farm(s) of Jan Cappelle in Tudig (paragraph I.B, I.C supra), and/or any other element stipulated in paragraph I.J supra (rights, reputation, safety, property), while the farmers association has not been established, the Terms and Conditions in paragraph 1.1 - 1.5 supra remain valid and shall be applied. During this period, the community farm is managed by Jan Cappelle, who works for the Tudig Palace.
- 1.7. Agreed and Established that both parties engage in full and good cooperation, in order to realise the conditions established in paragraph 1.1 - 1.6 supra.

#### 2. Period of land use

- 2.1. That the objective is to develop a community farm that is financially sustainable
- 2.2. That this agreement covers a period of minimum 15 years, and can be extended based on the following 2 motives: 1/ to further develop the ecological and economical value of the community farm and Tudig and 2/ reimbursement of loans and investments. It shall be





concluded in a joint meeting between Tudig Palace, Tudig village council, Jan Cappelle and the GA of the farmers association.

- 2.3. That effectiveness of the community farm shall be evaluated every 5 years, during a joint session Tudig Palace, Tudig Council, members of the farmers association and any other interested parties. Conclusions shall be added in annex to this contract.

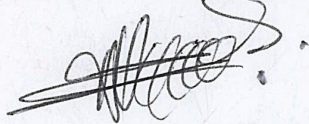
### 3. Various Provisions

- 3.1. Have unanimously agreed that partners will refrain from supporting any activities intended to undermine the traditional values and rights of the Tudig Palace, and the rule of law in Cameroon,
- 3.2. Have unanimously approved that this agreement shall be governed in accordance with the traditional values and rights, the laws of Cameroon and regional and international rule of law,
- 3.3. Have unanimously agreed that disputes which may arise concerning the interpretation and/or implementation of this contract after its due signature and which cannot be settled amicably shall be referred to an arbitrator. The arbitrator will be appointed by consensus of the two parties, and his or her decisions will be final. Preferably, the arbitrator shall be: village council Tudig or general assembly of the farmers association. If there is no consensus found on the naming of an arbitrator, the case shall be referred to the competent court in Cameroon,

THEREFORE by signing this contract, both partners accept full responsibility for their respective role in the implementation of the contract.

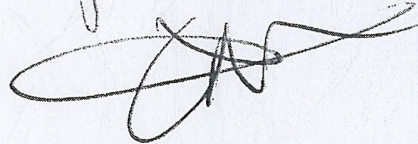
#### SIGNATURE OF PARTIES

Prince Nkong Vincent Awazi

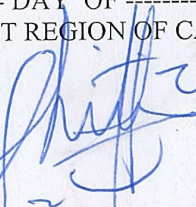


ID. card No 109993848  
Issue: 16/12/2010 at NW.01

Jan Cappelle



DONE BEFORE ME THIS 29 DAY OF JUNE 2015  
BAMENDA, NORTH WEST REGION OF CAMEROON



**Nkong Ferdinand**  
BARRISTER & SOLICITOR  
(LLB) NOTARY / NOTAIRE