



REPUBLIC OF NAMIBIA

OMUSATI COMMUNAL LAND BOARD

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Omusati Regional Office
Private Bag 507
Outapi-Ombalantu

Our Ref:

PART A

FORM 9

DEED OF LEASEHOLD IN RESPECT OF RIGHT OF LEASEHOLD FOR ANY PURPOSE OTHER THAN AGRICULTURAL PURPOSES OUTSIDE A DESIGNATED AREA
(Section 45, read with section 36 and regulation 19)

MEMORANDUM OF LEASE BETWEEN
The Communal Land Board of Omusati

Herein duly represented by **Ms. Maria Angungu** in her capacity as Chairperson of the said Board (hereafter referred to as the "board"), on the one hand;

And **Mr. Natangwe Kondjeni Kanime**

Bearer of the ID No. 78052100070

of **Ekanda – Ondalaye yaElim communal area, Uukwambi** (hereafter referred to as the "holder"), on the other hand.

WHEREAS the holder has applied for a right of leasehold referred to in section 35(1) of the Act to operate a **Fuel service station**

in respect of **portion of land at Ekanda – Ondalaye yaElim Communal area**

situated in the **Ekanda Communal area of the Uukwambi Traditional Community in Elim Constituency of the Omusati Region at the following coordinates:**

Point 1:	Lat	-17.78932 S,	Long	15.48083 E
Point 2:	Lat	-17.78902 S,	Long	15.48084 E
Point 3:	Lat	-17.78902 S,	Long	15.48058 E
Point 4:	Lat	-17.78941 S,	Long	15.48052 E
Point 5:	Lat	-17.78932 S,	Long	15.48083 E

Measuring 1151 m²

M. A NK
RMPK Am
E.I. A.F

AND WHEREAS the board has granted a right of leasehold as applied for, or to operate a Fuel service station in respect of portion of land at Ekanda Communal area

situated in the Ekanda Communal area of the Uukwambi Traditional Community in the Omusati Region at the following coordinates:

Point 1:	Lat	-17.78932 S,	Long	15.48083 E
Point 2:	Lat	-17.78902 S,	Long	15.48084 E
Point 3:	Lat	-17.78902 S,	Long	15.48058 E
Point 4:	Lat	-17.78941 S,	Long	15.48052 E
Point 5:	Lat	-17.78932 S,	Long	15.48083 E

Measuring 1151 m²

to the holder subject to certain terms;

NOW THEREFORE, the parties hereby agree as follows:

1. This leasehold will commence from the date of signing and will continue for a period of **Ten (10) years** from that date. Should a renewal of this right be required at the expiry of this agreement, the Omusati Communal Land Board should be approached to exercise its discretion in this regards.

The amount payable by the holder in respect of the right of leasehold is NS 2299.73 (Two Thousand, Two Hundred and Ninety Nine Namibia Dollars and Seventy Three Cents) upon registration of the right of leasehold/per year.

2. The amount is payable after one (1) year of signing this document, which amount will escalate with 5% annually.
3. If the holder fails to comply with any of the terms of this agreement and fail to remedy such breach within 30 (thirty) days after the date of written notification from the board to do so, the board may cancel this agreement with immediate effect, and all outstanding amounts owing to the board in respect of this Lease will immediately become payable upon such cancellation.
4. The holder of such right is required to submit yearly the proof of rental payments in the form of bank deposit slips to the Ministry of Land Reform, Omusati Regional Office at Outapi immediately after paying.
5. You can also pay in consecutive instalments of this rental fees, but this has to be agreed by you and the Board. If you choose to pay in instalments, please put it in writing to the Board for consideration and approval.
6. Note that payment in instalments has to be done in full amounts every Financial Year.

M.A U.K
RMPK A.m
E.I. A.f

7. Any member of the Communal land Board (CLB) or the Ministry; or person authorised thereto, in writing, by the CLB or the Ministry may at all reasonable times enter and inspect the property for the purpose of ascertaining whether the provisions of the Namibian Laws and/or the terms and conditions of this Agreement are being complied with in respect of the property.

Before exercising this powers, the member of the CLB or the Ministry; or person authorised thereto concerned shall:

- whenever reasonably practicable, either obtain the consent of the Lessee, which consent may not be unduly withheld; or
 - Give the Lessee not less than 24 hours' notice in writing of his or her intention to enter and inspect the property; and
 - Shall not, in the exercise only of the powers conferred by this clause, enter into any enclosed building or dwelling-house without the consent of the Lessee, unless such consent and or 24 hours' notice has been obtained / give.
8. The holder must observe and adhere to all relevant statutory provisions in force from time to time.
9. The holder may not sub – lease his/her right of leasehold or transfer, cede or assign any of his/her rights or obligations in terms of this Lease without the written consent of the board concerned.
10. The parties choose as their respective domicilia citandi et executandi the following address:
- The Holder: **P. O. Box 2444**
 Oshakati
- The board: **Private Bag 507**
 Outapi
11. This agreement constitutes the whole agreement between the parties and no amendment, addition or omission hereto will be binding upon the parties, unless put in writing and signed by both parties.
12. Any indulgence granted by either party to the other party will not be constructed as a waiver or novation of this Lease by that party.
13. The parties agree to the jurisdiction of the Magistrate's Court in respect of any action which may arise from this Lease, the cancellation thereof or any other related matter.
14. Authorization for the erection of the fences on the land as applied for, or for the erection of **the whole fence** has been granted.

M. A N.K
R.M.P.K A.M
E. I. A. F

Signed at OUTAPI on this 16 day of OCTOBER 2018

AS WITNESSES:

1. [Signature]
2. [Signature]



Signed at OUTAPI on this 16 day of 10 2018

AS WITNESSES:

1. A. Mwaalwa
2. A. Mwaalwa

[Signature]
Holder