

MEMORANDUM OF AGREEMENT

Between

THE IKHARAS REGIONAL COUNCIL

Herein represented by **Mr. Benedictus Diergaardt** in his capacity as Acting Chief Regional Officer of the Ikharas Regional Council, duly authorized thereto:

(Hereinafter referred to as 'Lessor')

AND

FULL NAME: MR. HUSSIEN ABDOU
Represented by:

In his/her capacity as: **MANAGING DIRECTOR**

IDENTITY NO: 58053110029

POSTAL ADDRESS: P.O.BOX 26052, WINDHOEK

(Hereinafter referred to as 'the Lessee')

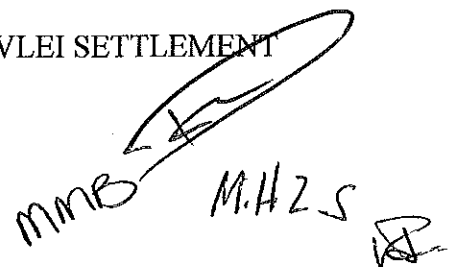
1. LETTING AND HIRING

The Lessor lets and the Lessee hereby hires certain AHRAM Investment CC for **Business Plot No: portion 01**, Ariamsvlei Settlement situated in the Settlement area of Noordoewer in the Ikharas Region, measuring 27608 square meters.
(Hereinafter referred to as "the Property")

2. DURATION

This lease shall come into operation on **01 MAY 2022** and shall subsist for a period of 99 (ninety nine) years from that date and will be reviewed after the **31 MARCH 2121**.

LEASE AGREEMENT OF THE AHRAM INVESTMENT ARIAMSVLEI SETTLEMENT



M.M.B. M.H.Z.S.

3. USE OF PROPERTY

The Lessee shall use the Property sole for the purpose of business and no other purposes without the prior written consent having been obtained from the Lessor. The development must commence within two (2) years after the contract is signed by the parties.

4. RENT

(a) The rent payable by the Lessee under this lease shall be the sum of **NS\$ 14 632.24** per month. **(Seeing that your company already paid rent in advance the amount of NS\$ 551676.28, the rental will commence once the rent paid in advance is fully recouped.)**

(b) Such rent shall be payable:

- (i) In advance on **the first day of the month** with effect from the commencement of the Lease and thereafter on or before the 7(seventh) of each and every month, the first payment to be made on the date of signing hereof on a pro rata basis – provided that the above rental shall be increased in accordance with the approve Gazette tariffs.
- (ii) To the Lessor at the Offices of the IlKharas Regional Council in Keetmanshoop or at the Ariamsvlei Settlement Office or at such other address at the Lessor may indicate in writing to the Lessee.

5. RATES, TAXES AND OTHER CHARGES

The Lessee shall pay all rates and taxes payable in respect of the said Property and improvements. The Lessee shall be liable for and shall on due date thereof pay the relevant authority, the charges in respect of the supply of all services, including sanitation, electricity, water and any other municipal services.



M.H.Z.S
V.P.

6. ASSIGNMENT AND SUBLETTING

(a) The Lessee shall not be entitled, except with the prior written consent of the Lessor,

(i) Cede or assign all of any of the rights and obligations of the Lessee under this Agreement.

(ii) To sublet the Property whole or in part; or

(iii) To give up possession of the Property to any third party.

7. LESSEE NOT TO CONTRAVENE LAWS

The Lessee shall not contravene, or permit any contravention of any law, by-law, regulation or directives of any competent authority, relating to or affecting owners, tenants or occupiers of the Property, or the conditions under which the said Property is owned by the Lessor, or the nature of which conditions the Lessee hereby acknowledges to be aware.

8. LESSOR'S RIGHT OF INSPECTION, ETC.

The Lessor's representatives may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Lessee or any other occupier shall be entitled to:

8.1 enter the Property in order to inspect it, to carry out any work or to perform any other lawful function in the bona fide interest of the Lessor or any occupiers of the Property; or

8.2 Carry out on the Property any necessary work.

But the Lessor shall ensure that this right is exercised with due regard for and a minimum interference with the beneficial enjoyment of the Lessee.

9. BEACONS

The Lessee shall keep in good order at his/her own expense the boundaries of the allotment and the Lessor shall have the right at any time to call upon the Lessee to effect or replace the dilapidated or damaged beacons.

10. IMPROVEMENTS

Handwritten signatures and initials at the bottom of the page. From left to right: a signature that appears to be 'H.W.', the initials 'M.M.B.', a signature that appears to be 'M.H.Z.S.', and the initials 'W.P.'. There is a small number '3' written to the right of the signatures.

- (i) The Lessee shall be entitled to renovate the properties as per the proposal and to erect such structures as authorized by the Lessor, and in any event to the minimum standards required by him/her, provided that such renovations structures do not prevent the use and access to the communal facilities.
- (ii) Upon termination of this Lease Agreement for whatever reason or cause, the Lessee shall not remove the permanent structures on the properties may enter the Property and restore the same to its original state of repair and then recover the cost incurred from the Lessee, notwithstanding the termination hereof permanent structures may be erected once explicitly authorized by the Lessor. If erected, the Lessor shall not be held liable for any form of compensating the Lessee for such improvements upon termination of the lease.

Any act or omission of the Lessor or any agent or servant of or contractor to the Lessor, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any maintenance person, handyman, artisan, labourer, workman.

- (iii) The condition or state of repair at any time of the Property, or any part of the Property.

14. VARIATION, ALTERATION OR AMENDMENT

No variation, alteration or amendment shall be of any force unless reduced to writing and signed by the Parties.




15. RENEWAL

The Lessee shall have the right to renew this lease upon the terms and subject to the condition set out below:

- (i) The period of which this lease may be renewed for a further 5(five) years commencing on the date immediately following the date of the expire of the initial of this lease.
- (ii) All the terms of this lease shall continue to apply during the renewal period.
- (iii) Should the option be exercised in terms of this clause, rent escalation for such further period shall be in accordance with the provisions of clause 4 above.

16. LAW TO APPLY AND JURISDICTION

This Agreement is in all respects governed and construed in accordance with the laws of the Republic of Namibia.


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M.H.Z.S. 

17. JURISDICTION OF THE MAGISTRATE COURT

The Lessee hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over it, him or her in respect of all legal proceedings connected with this Agreement, notwithstanding the fact that the value of the matter in dispute exceeds the jurisdiction of the Magistrate's Court.

18. WHOLE AGREEMENT

- 18.1 This and any Annexure attached to this Agreement constitute the entire Agreement between the Parties.
- 18.2 Neither party relies in entering into this Agreement on any warranty representation, or expression of opinion, which have not been incorporated into this Agreement as warranty or undertaking.

19. OPTION TO PURCHASE

Should title to the allotment become possible, the Government of Namibia shall give the said holder the option of purchase thereof, the price being equivalent to the average of 2(two) sworn valuers, one to be appointed by the Government of Namibia and the other by the holder.

20. DOMICILIUM CITANDI EXECUTANDI



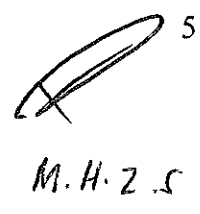
20.1 The Parties chooses as their domicilia citandi et executandi the addresses mentioned in clause 20.1.1 & 20.1.2 below, provided that such domicilium of either Party may be changed by written notice from such Party to the other Parties with effect from the date of receipt or deemed by the latter of such notice.

20.1.1 Lessor **Office of the Chief Regional Officer
 !!Kharas Regional Council
 Wheeler Street
 Private Bag 2184
 KEETMANSHOOP
 Tel.: 063 229100
 Fax: 063 223538**

20.1.2 Lessee:

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M.H. Z. S 

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20.2 Any notice, acceptance, demand or other communication properly addressed by either Party to the other Parties at the latter's domicilia in terms hereof and sent by prepaid registered mail, shall be deemed to have been received by the latter on the 7th (seventh) business day from the date of posting thereof.

20.3 Any notice, acceptance demand or other communication addressed by either Party to the other Parties may be send by telefax to the telefax number of the Party concerned as specified in 20.1.1 & 20.1.2 above.

21. DISPUTE RESOLUTION

21.1 Any dispute, controversy or claim arising out of or in relation to this Agreement shall be resolved by mutual agreement.




21.2 If the Parties fail to resolve the dispute through negotiation, the dispute shall be settled by arbitration by a single arbitrator to be appointed by the Parties. If an agreement cannot be reached, the Arbitrator shall be appointed by the incumbent President of the Law Society of Namibia.

21.3 The arbitration proceeding shall be conducted in terms of Arbitration Act, 1965(Act 42 of 1965).

21.4 The decision of the arbitrator shall be final and binding and the Arbitration shall be bound to give his/her decision within 30(thirty) days from the conclusion of the proceedings.

21.5 The costs for arbitration shall be borne by the Parties in equal shares.

21.6 Arbitration proceedings shall be held in Windhoek, Namibia.


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M.H. 25 

22. SEVERABILITY

In the event that any of the terms of this Agreement is found to be or held to be invalid or unenforceable, such term shall be severable from the remaining terms, which shall continue to be valid and enforceable. If any term is capable of amendment in order to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

PAYMENT MUST BE MADE TO THE OFFICER IN CHARGE OF THE SETTLEMENT AREA OR AT THE REGIONAL COUNCIL'S OFFICE.

THUS DONE AND SIGNED BY THE CHIEF REGIONAL OFFICER OF THE REGIONAL COUNCIL'S OFFICE:

 at Keetmanshoop ON THIS 16th DAY OF May 2022.

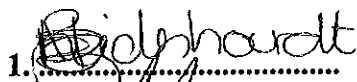
IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

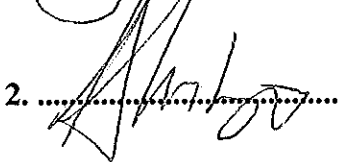
1. 
DIRECTOR: FINANCE, ADMIN. & HRM
(certified to be in accordance with Council's Resolution).


2. 

THUS DONE AND SIGNED at Keetmanshoop ON THIS 16th DAY OF May 2022 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

AS WITNESSES:

1. 

2. 


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LESSEE

