



REPUBLIC OF NAMIBIA
MINISTRY OF AGRICULTURE, WATER AND LAND REFORM

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Vita Thom Street
Private Bag 3025,
Opuwo

FORM 9

PART A

DEED OF LEASEHOLD IN RESPECT OF RIGHT OF LEASEHOLD FOR ANY
PURPOSE OTHER THAN AGRICULTURAL PURPOSES OUTSIDE
DESIGNATED AREA

(Section 45, read with section 36 and regulation 19)

MEMORANDUM OF LEASE BETWEEN

The COMMUNAL LAND BOARD of KUNENE

Herein duly represented by **Ms. Otilie Hamukoto**
in his or her capacity as Secretary* of the said board (hereto referred to
the "board", on the one hand;

And

Ms. Cathleen SO-OABES

(Name of the holder of right of leasehold)

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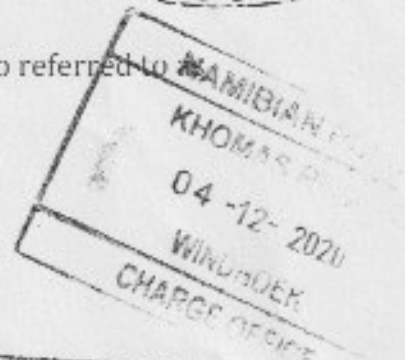
(Identity Number)

Gudi Post

(Residential address)

(Hereafter referred to as "holder"), on the other hand.

WHEREAS the holder has applied for a right of leasehold/recognition of a right
Referred to in section 35 (1) of the Act* (**Lodge**) (state purposes of right of leasehold) in
respect of **AGRICULTURAL LAND** (portion of land)
situated in the **Khorixas Constituency at Abraham Post under Daure Daman
Traditional Authority at the following COORDINATES:**



I certify that this document is a true reproduction
origin is the original which was examined by me
that no observations were made on the original
before it was submitted for any change
submitted to me on 04/12/2020
Signature _____

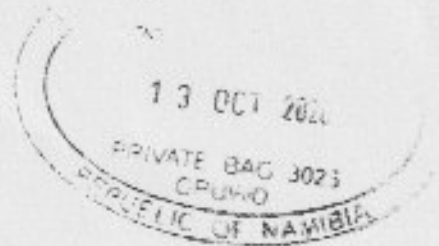
OH M.C

ID	Lat	Long	Description
1	-20.89438	14.80816	Corner point
2	-20.89005	14.80559	Corner point
3	-20.89192	14.8035	Corner point
4	-20.89575	14.8053	Corner point
5	-20.9023	14.80808	Corner point
6	-20.89807	14.81135	Corner point

43.4 ha measuring (size of land)

AND WHEREAS the board has granted a right of leasehold as applied for, or for (Lodge) in respect of AGRICULTURAL LAND (portion of land) situated in the Khorixas Constituency at Abraham Post under Daure Daman Traditional Authority at the following COORDINATES:

ID	Lat	Long	Description
1	-20.89438	14.80816	Corner point
2	-20.89005	14.80559	Corner point
3	-20.89192	14.8035	Corner point
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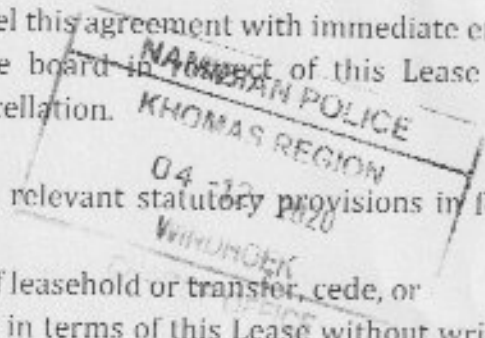


(state communal area of traditional community and the region in which land is situated)

43.4 ha measuring (size of land) 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.
2. The amount payable by the holder in respect of the right leasehold is
3. **NS2299.73 (TWO THOUSAND TWO HUNDRED AND NINETY-NINE NAM DOLLARS AND SEVENTY-THREE CENTS) upon registration of right of leasehold/per year.**
4. If the holder fails to comply with any of the terms of this agreement and fail to remedy such a 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.
5. The holder must observe and adhere to all relevant statutory provisions in force from time to time.
6. The holder may not sub-lease his/her right of leasehold or transfer, cede, or assign any of his or her rights or obligations in terms of this Lease without written consent of the board concerned.



M.C
OH

7. The parties choose as their respective domicilia citandi et executandi the following addresses:

The Holder: P.O BOX 9737, Eros

The Board: Private Bag 3025, Opuwo

8. 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.

9. 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.

10. 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.

11. Authorization of the fences on the land as applied for, future of fencing of the planned (**Lodge**) has been ~~granted~~ /not been granted.* (state in respect of which fences authorization has been granted for retention, if authorization has been granted for retention of all the fences)

Signed at Opuwo on this 13 day of October 2020

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
Ms. Ottilie Hamukoto
On behalf of the board

Signed at Opuwo on this 13 day of October 2020

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
Holder



* Delete whichever is not applicable

