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FIRST TIME LEASE AGREEMENT

07/07/2023

**MEMORANDUM OF LEASE MADE AND ENTERED INTO BETWEEN
HELAO NAFIDI TOWN COUNCIL
(HEREIN REPRESENTED BY CHIEF EXECUTIVE OFFICER INGE
NDEUSHAKENKA IPINGE AND THE CHAIRPERSON OF THE
MANAGEMENT COMMITTEE, SAKARIA NGHILIFAVALI HAIMBILI)**

(HEREINAFTER REFERRED TO AS THE LESSOR)

**FULL NAMES : Sky View Energy (Pty) Ltd
ID NO/COMPANY REG : 2016/1194
POSTAL ADDRESS : P.O Box 4171, Ongwediva
CONTACT NUMBER : 0812770888**

(HEREINAFTER REFERRED TO AS THE LESSEE)

In respect of letting a plot/erf in Helao Nafidi Town for **Business** purposes.

The right is hereby granted in terms of section 63(1) (a) of the Local Authorities Act of 1992 (act NO 23 of 1992) as amended, to: **Sky View Energy (Pty) Ltd** to occupy a **plot/erf number: NA**, at **Onhuno far East of Puma filling station** area measuring **+ -130595m²**, with effect from **07 July 2023** to **07 July 2024** for the purpose of **Business**. The rights, power, privileges, duties and obligations of the lessee and any rights in or over the plot/erf shall be determined and exercised in accordance with the condition of establishment and such other special condition and with such rules, regulation or laws as set out or may be in forced in Helao Nafidi town by the council.

Subject to the amendments of the said condition of establishment, rules regulations, or laws, this right is issued subject to the conditions set out in the schedule attached hereto.

Schedule

Conditions relating to the occupation of all plot/erfs held under this right or deemed to be sold.

1. Duration

The right of occupation shall be for a period of one **(1) year**, commencing on **07 July 2023** and terminating on the **07 July 2024** and is renewable yearly unless otherwise agreed upon in terms of clause 1.1 hereunder.

SMH X PTH
I.N X PTH
X PTH
X PTH

1.1. The **lessee** shall have the option to renew the right of occupation for a further period with other year, provided no disputes are raised by any member of the public or else the lease shall be deemed null and void should any dispute raised.

1.2 Should the option be exercised in terms of clause 1.1 hereof, royal escalation for such further period shall be in accordance with the provisions of clause 7 hereunder.

1.3 Should the **lessee** not renew his/her lease agreement and has not notified the council of any relinquishment, the council will hold the lessee liable for all applicable municipal levies.

1.4 Should the title to the allotment/piece of land become possible, Helao Nafidi Town Council shall give the said holder the first option of purchases per the price determined by the Council.

2. **Use**

For the duration of this right of occupation of the plot/erf no, extension NA, **Onhuno** in Helao Nafidi, shall be solely for the **Business** and no other purposes without the prior written consent having been obtained from the Chief Executive Officer.

3. **Admission to premises**

The Chief Executive Officer or any person duly authorized in writing to do so, shall at all reasonable times have the right to inspect the site and any building thereof or hereby occupied for the purpose of ensuring that the lessee compliance with such rules, regulations or laws as set out or may be in force in Helao Nafidi by the council.

4. **No cession, subletting. Etc.**

The lessee shall not have the right to transfer mortgage, cede, lease, sub-let or alienate this right to occupation, the whole or any portion thereof without the written consent of the chief executive officer, which consent shall not be unreasonable refused.

5. **Right not subject to execution**

The right of lessee in or to be the plot/erf shall not be subject to execution, attachment or like process of any debt other than a debt due in terms of a duly registered mortgage bond, which is due to the chief executive officer who granted the administrative control of the council land.

6. **Beacons**

SMH x PHM 2
I.N. x 157
x P.H.

The lessee shall keep in good order at his own expense the boundaries of the plot/erf and the chief executive officer shall have the right at any time to call upon the lessee to effect or replace the dilapidated or damages beacons.

7. Royalty or lessee fees.

The royalty or lessee fees shall be the amount of **N\$2484.00** yearly equal to **N\$207.00** payable monthly in advance on or before the 7th of each month, each year during the occupation of this municipal land, provided that the royalty of fees shall not escalate by more than 10% per year. Should the lessee not return the lease for renewal at the end of the year, the Council will continue to bill the lessee unless the land is sold in terms of clause 1 or cancelled in terms of clause 12 of this agreement. **The lessee has the responsibility to return this lease to the offices of the Helao Nafidi Town Council for renewal every year.**

8. Taxes

All rates and taxes, license fees, sanitation fees, water and other municipal services under the **plot/erf** shall be paid by the **lessee**, and in the event he/she fail to pay all dues, the chief executive shall have the right to recover from the lessee any amount outstanding thereof.

9. Building on the plot/erf

The **lessee** shall have the right, subject to existing building regulations, to erect such further building or buildings as he may think fit for his own use and benefits and at his own expense, and the same remove before the termination of this rights provided that such removal can be effected without damage to the property of the council or neighbor or any other service provider (like Namwater, Nored, Nampower, road authority etc.)

All such erection and structures as are left on the plot/erf at the termination of this right to occupy without the written consent of the chief executive officer, shall become the property of the council and the lessee shall not be entitled to any compensation therefore.

10. Options

Should title to purchase such an immovable properties become possible the council shall give the said lessee the first option to purchase thereof, the price being the current annual tariff as determined by council from time to time.

11. The lessee shall at all times keep the inside and outside of the plot/ erf, another building or buildings erected thereon hereby occupied (together with the fittings and fixtures therein) contained in the same good order and repair during the term of this agreement.

12. Cancellation

- The right may be cancelled in event the lessee:
- Waives its rights to the plot/ erf in writing:

SMH x PHD
I.N x R-7
x P.H

- Has obtained the rights to occupy in a deceptive manner or under false presentations.
- Dispute has raised over the plot/unit/stand/erf

For twelve (12) months, fails to pay royalties, licenses fees or any other monies payable in respect of the occupation of the plot/erf

Is in breach of any conditions of this agreement after notice has been given to him/her

Does not use hereto respectively choose bona fide trade purpose for an uninterrupted period of one (1) year?

13. Notice

The parties hereto respectively choose domicilium citandi et executeandi in connection with this agreement as follows:

The Chief Executive Officer
Helao Nafidi town Council
Private bag 503
Ohangwena

FULL NAMES : Sky View Energy (Pty) Ltd
ID NO/COMPANY REG : 2016/1194
POSTAL ADDRESS : P.O Box 4171, Ongwediva
CONTACT NUMBER : 0812770888

(HEREINAFTER REFERRED TO AS THE LESSEE)

The parties hereto shall be entitled to change their domicilium from time to time, provided that any new domicilium selected by them shall than situated within the republic of Namibia, and any such change shall only be effected upon receipt of notice in writing by the other party of such change.

All payment made to the chief executive officer pursuant to this agreement shall be made by bank guaranteed cheque or otherwise payable at the chief executive officer for either party shall be addressed to such party at his/ her domicilium and, forwarded by prepaid registered mail.

Payments must be made to **Helao Nafidi Town Council**.

14. Other conditions

The council does not guarantee that services are available on the plot/ erf and are under no obligation to supply any services.

SMH x PHD
E.N. x E.T
x D.H

Thus done and signed at **Helao Nafidi** on this 07 day of July 2023.

x [Signature]

Right lessee

1. **Witness:** x [Signature]

2. **Witness:** x [Signature]

Thus done and signed at **Helao Nafidi** on this 11th day of July 2023.

[Signature]
P 11/7/2023

Chief Executive officer

[Signature]

Chairperson of Management Committee

1. **Witness:** _____

2. **Witness:** _____



HELAO NAFIDI TOWN COUNCIL

Tel: 065 - 261900

Private Bag 503

Fax: 065 - 260032

OHANGWENA

Application for lease agreement

Applicant's name:.....

SKY VIEW Energy (Pty) Ltd

Contact number:.....

0812770888 / 0812365069

Postal address:.....

P.O. Box 4171, Ohangwena

The following documents should ALL be available when coming to apply for lease agreement

Document name	Availability/done (yes/no)
Site plan	✓
Site inspection	✓
Traditional letter/Blue Card	✓
ID copies	✓

Availability of water and refuse removal on site

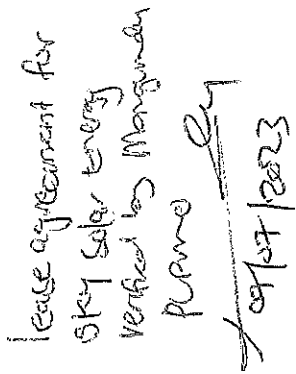
Water ☐

Dustbin ☐

Inspected by: P.P. Paulina Ndiyavala Date 07/07/2023 Signature: [Signature]

Verified by: S. Mangochi Date 07/07/2023 Signature: [Signature]

T.N



EYANDJO LEDU

- 1.1. Edina lomwiindili Sky view Energy PTY LTD
1.2 Onomola yokamutwe 2016/11/94 Onomola yongodi DB/2365569
1.3 Omukunda Onkuno
1.4 Oshikandjo Onandova - Oshana Region
- 2.1 Omuyandji wedu Benny Shinedima
2.2 Onomola yokamutwe 52051400334 Onomola yongodi 0813814256
2.3 Omukunda Onkuno
2.4 Oshikandjo Onandova - Oshana Region
3. Ounene wedu —
4. Eshi a halela edu Oshulapo Oshana Plains
5. Ediminino Mwene wo mukunda
Okwe vashimisa
6. Benny Shinedima [Signature] 19 April 2023
Mwene womukunda Eshaino Efiku



IN