



Sung
PROPERTIES

For Office Use Only

Deposit: N\$2600.00 Paid on__ 1500.00 Jan + 200 Feb short stil 900.00

Administration Fees: N\$ Paid on_____

Revenue stamps: N\$ Paid on_____

Rental: N\$ Paid on_____

Total amount due : N\$ _____

LEASE AGREEMENT

Manage contract

SCHEDULE OF PARTICULAR

1. DETAILS OF LANDLORD

| | |
|--|------------------------|
| NAME | Reinhard Steyn |
| REGISTRATION NO/ID | |
| PHYSICAL ADDRESS | 45 Post street, Tsumeb |
| CONTACT DETAILS | 0811290913 |
| EMAIL ADDRESS: | |
| POSTAL ADDRESS | 45 Post street, Tsumeb |
| VAT NO | |
| | |
| (HEREINAFTER REFERRED AS THE "LESSOR" AND DULY AUTHORISE AND REPRESENTED BY) | |

2. DETAILS OF TENANT

| | |
|--|---------------------------|
| NAME | Matias Da Graca Tomas |
| REGISTRATION NO/ID | N2367211 |
| PHYSICAL ADDRESS | |
| CONTACT DETAILS | 0816956542 |
| EMAIL ADDRESS: | matiasstomasdev@gmail.com |
| POSTAL ADDRESS | |
| VAT NO | |
| | |
| (HEREINAFTER REFERRED AS THE "LESSEE" AND DULY REPRESENTED BY) | |

3. DETAILS OF TENANT 2

| | |
|--|--|
| NAME | |
| REGISTRATION NO/ID | |
| PHYSICAL ADDRESS | |
| CONTACT DETAILS | |
| EMAIL ADDRESS: | |
| POSTAL ADDRESS | |
| VAT NO | |
| (HEREINAFTER REFERRED AS THE "LESSEE" AND DULY REPRESENTED BY) | |

Zen Rd

3. DETAILS OF THE AGENT

| | |
|---------------|--------------------------|
| AGENT NAME | SUNA KRITZINGER |
| CELL NO | 081 210 7823 |
| EMAIL ADDRESS | sunakritzinger@gmail.com |

4. DETAILS OF THE PREMISES TO BE LET

4.1

| | |
|------------------|---|
| Physical Address | Elandshof,, Schanzen Rd, Eros, Windhoek |
| Erf No: | 103 |
| Town: | |
| No of Occupants: | 1 |

5. LEASE PERIOD

5.1 notwithstanding the date of signature hereof, the lease shall commence on the _1 September 2022" Date of commencement") and shall continue for a period of 12(Twelve) months and shall expire at 12 Noon on the 31 August 2023("the Expiry date").

5.2 Occupation of the Lease premises shall be given to the Lessee as soon as possible after the commencement date.

MONTHLY RENTAL AND PAYMENTS

6.1 The rent shall be: N\$2600.00_(Two Thousand Six Hundred Namibian Dollars) per month.

6.2 Escalation of the rent (if applicable) shall be 8% (Eight PERCENT) greater than the amount of the rent for the preceding y first day of the renewal period and of every year thereafter, notwithstanding the commencement date of this lease.

7. DEPOSITS

7.1 The **LESSEE** shall provide the LESSOR with a deposit in the sum of

N\$ 2600.00 (Two Thousand Six Hundred Namibian Dollars) to be held in the Owners Trust account,

to cover any damages to which the **LESSOR** may be entitled in order to effect repairs to the premises, or to cover any damage which the **LESSEE** may cause the **LESSOR** by way of breach of this Agreement.

7.2 At the termination of this Agreement Mr. Steyn refund to the LESSEE the said deposit or the balance thereof, after deductions (if any) in terms of paragraph 7.1

7.3 The deposit paid may not be set-off by the LESSEE against any rental due.

7.4 The deposit paid in terms of clause 7.1 shall notwithstanding any other condition contained herein to the contrary and at any given time always **equal to 1(one)month's rental** and the LESSEE shall be obliged to pay such increased amount of the deposit simultaneously with any rental increase during this Agreement.

8. **Suna Properties bank acc**

| | |
|-------------------------------|---------------------------|
| BANK | Bank Windhoek |
| NAME OF ACCOUNT HOLDER | Suna Properties CC |
| ACCOUNT NUMBER | 8031463160 |
| BRANCH CODE | 483-871 |
| TYPE OF ACCOUNT | CURRENT |
| REFERENCE NO | Elandshof 103 |

TERMS AND CONDITIONS OF LEASE AGREEMENT (Managed)

The terms and conditions set out in this document (titled "Terms and Conditions are attached, and any annexure hereto together constitute the lease agreement (agreement or Lease") between the Landlord and the Tenant. Where words are used in the Schedule or in these Terms and Condition with capital letters, such words will have the meanings defined or given to them in the Schedule or in these Terms and Conditions.

9. **LEASE**

The Landlord let to the Tenant who hires the Premises on the terms and conditions set out in this agreement.

10. **PERIOD OF LEASE**

10.1 This Lease will endure for the (**FIXED PERIOD**) set out in Clause 5. Of the Schedule.

10.2 **RENEWAL**

The Tenant may apply through the agency to the Landlord, in writing for the Lease to be renewed, provided that the Tenant gives such notice to the Landlord at least 2 (two) calendar months before the Expiry Date. Any extensions of the lease will be entirely at the Landlord's discretion and on terms to be negotiated through the Agency between the Tenant and Landlord. No extension of the Lease will come into effect until such time as the Landlord and the Tenant have signed a written agreement setting out the terms and conditions of such renewal.

10.3 Should the Tenant and the Landlord not agree to an extension of the Lease as aforesaid; the Tenant shall vacate the Premises on the Expiry Date.

11 **OCCUPATION OF PREMISES**

11.1 **The** Tenant will be given occupation of the Premises on the Commencement Date (set out in clause 5.1 of the Schedule) provided that he/she it has complied with his/her/its obligations in clause 11.4.

11.2 If the Landlord is unable to give the Tenant beneficial occupation of the Premises on the Commencement date due to circumstances beyond the Landlord's Control, then subject to clause 11.3 the Tenant shall be entitled to a pro-rata reduction in the Rental which would otherwise have been payable by the Tenant.

- 11.3 If the Landlord is unable to give the Tenant occupation of the Premises within 5 (five) business days after the Commencement Date then this Agreement shall automatically terminate, unless the parties agree otherwise in writing.
- 11.4 The Deposit, the 1st (first) months Rental and any other amount(s) due and payable by the Tenant in terms of this Agreement prior the date of occupation must reflect as "cleared funds" in Suna Properties bank account, before occupation/access to the Premises will be permitted.

12 RENTAL

- 12.1 The Tenant agrees to pay the monthly rental ("Rental") set out in clause 6 of the Schedule or a pro-rata amount thereof if the commencement does not occur on the 30st day of the previous month.
- 12.2 The Rental shall be payable monthly in advance and shall be due on the 1st day of each month and shall be paid directly into the bank account nominated by the Landlord, detail of which are set out in clause 8 of the schedule.
- 12.2.1.1 If Tenant must be evicted by any reason of not obeying to the body corporate rules or failure of on time payment the tenant will be responsible for the commission payable to the agent and will be deducted from the deposit.

13 DEPOSIT

- 13.1 **The Tenant** agrees to pay (**the agent** on behalf of the Landlord) a deposit in the amount as set out in clause 7.1 of the Schedule (deposit) on the Signature Date.
- 13.2 **The Agent** shall pay over the Deposit to the Owners account within 10 days . Suna Properties will pay the Landlord within 24 hours after receipt of payment from the Tenant whichever occurs later provided Suna Properties will deduct and pay the agent the Management fee referred to in the letting mandate agreement concluded between the Landlord and the Agent, The Landlord or the Agent as applicable will invest the deposit in an non-Interest bearing account with a registered financial institution for no benefit of the Tenant and no interest earned for such a deposit at the prevailing trust account.
- 13.3 The Deposit will be held as security for the performance of the Tenant's obligation under this Agreement and to compensate the Landlord for any breach by the Tenant of any obligations set out in this Agreement. The Landlord has the right to apply the whole or any part of the Deposit, to cover any liability of whatsoever nature for which the Tenant is responsible in terms of this Agreement, including without limitation any legal costs incurred by the Landlord as a result of a breach of this Agreement.
- 13.4 If the whole or any portion of the Deposit so applied or if the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, then the tenant shall reinstate the Deposit to its original amount or pay the additional sum to the Landlord by the Tenant.
- 13.5 The Deposit will be held until after the termination of this Lease when the Tenant has vacated the Premises and has discharged all his/her/its obligations to the Landlord under this Agreement. The balance of the Deposit (if any), will be refunded to the Tenant within 14 (fourteen) business days after termination, or after the last Municipal electricity proof of payments handed in, of this Lease. The Tenant shall not be entitled to set-off or

withhold payment of any Rental or any other monies payable under this Agreement on the ground that the Suna Properties holds the Deposit or any part of it.

14 USE OF UTILITY SERVICES

- 14.1 The Tenant shall with effect from the Commencement Date, be liable to pay promptly on due date, to the authority concerned, all applicable fees for water, electricity, sewerage disposal and refuse disposal charges, and any other services, plus VAT thereon, provided to and/or consumed at/on the Premises, in terms of the relevant invoice's or copies provided to the Tenant by the Landlord, except in so far as any of the aforementioned services are included in any levy payable by the Landlord in terms of clause 9.1 which may be applicable in the event of the Premises forming part of a Sectional Title and or Home Owners Association Schemes.
- 14.2 Should the Tenant dispute any services/ utility account, related to the premises in respect of water, electricity and/or supplied to the Premises, the Tenant shall pay the invoiced amount to the relevant authority in respect of the applicable utility and/or service, and shall continue to do so, until resolution of the relevant dispute. Should the Premises be fitted with a pre-paid electricity supply meter, the pre-supplied meter identification card must be left on the Premises, if supplied to the Tenant, upon the Tenant vacating the Premises.
- 14.3 The Tenant shall ensure that he receives monthly accounts in respect of all services consumed on the Premises, including but not limited to, water and electricity and if the Tenant does not receive any such account then the Tenant shall immediately query this, in writing with the Landlord.
- 14.4 In the event of any failure or interruption of the supply of water or electricity, or any other services supplied to the Premises, no responsibility or liability will attach to the Landlord or the agent, save to the extent imposed by law.

15 SECTIONAL TITLE LIVING

- 15.1 It is specifically recorded by the LESSEE that he/she understands:
 - 15.1.1 The Premises form part of a Sectional Title Development and is governed by the Sectional Titles Act and the accompanying Schedule 2 Rules of the Body Corporate.
 - 15.1.2 LESSEE received a copy of the Schedule 2 Rules of the Body Corporate and herewith confirms that they have read the rules and fully understand the contents of the rules
 - 15.1.3 Accepts that the rules shall apply mutatis mutandis to the LESSEE
 - 15.1.4 Any Trustee or person appointed by the Board of Trustees of the Body Corporate may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules.
 - 15.1.5 In the event of a Lessee committing a breach of any of the Conduct Rules where in the opinion of the Trustees of the Body Corporate the Lessee must vacate the property the LESSOR shall instruct the Lessee in writing to vacate the said unit and complex within 30 (thirty) days.
 - 15.1.6 In the event of extreme circumstances as determined by the Trustees the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.
 - 15.1.7 A breach of rules may attract penalties and administration fees that is charged to the levy account of the LESSOR and that such fees would be payable by the LESSEE where the LESSEE breached the Schedule 2 Rules of the Body Corporate and that such fees would become payable by the LESSEE immediately when charged.
 - 15.1.8 Not more than _____ people may reside on the premises

- 15.1.9 A breach of the rules constitutes a breach of the lease agreement and the Body Corporate may instruct the LESSEE to vacate the premises

Thus, signed by the LESSEE _____ Date _____

The conditions of Clause 9 were explained to me and I understand the conditions.

16 PAYMENTS GENERALLY

- 16.1 All payment by the Tenant in terms of this Agreement shall be paid without any deduction and free of exchange and bank charges.
- 16.2 Save where payment is made by debit order or cheque delivered to the agent address as set out in clause 3 of the Schedule. The Tenant shall, immediately after making payment of the Rental, Deposit or any other amount(s) payable in terms of this Lease, notify the Agent of the date, place, amount and means of payment and the Tenant shall provide the agent with proof of each and every payment, including (but not limiting) payments made directly into the Agency trust bank account.
- 16.3 The Tenant acknowledges that unless he/she/it's does so notify the agent it shall not be possible to identify the payment and allocate any payment to the credit of any Tenant.

17 TENANTS OBLIGATIONS

The Tenant shall-

- 17.1.1 be responsible for the maintenance of the interior of the Premises and the Tenant undertakes to deliver the Premises back to the Landlord upon termination of the Lease in the same condition as received by the Tenant from the Landlord, fair wear and tear excepted;
- 17.1.2 Not make any alterations or additions whatsoever to the Premises without the written consent of the Landlord. In the event of the Landlord agreeing to any such alteration or addition to the Premises, the Landlord shall be entitled, on addition or improvement by the Expiry Date or the date of termination, then the remaining items shall become the property of the Landlord who shall be entitled to remove and make good the affected areas at the Tenant's cost or retain such additions or improvements without compensating the Tenant therefore.
- 17.1.3 Replace at his/her /its expense any light bulbs, fluorescent tubes, fluorescent starters and tap washers on the premises.
- 17.1.4 keep all sewerage pipes, water down pipes, guttering, water traps and drains on the premises, free from obstruction and blockage and shall remove, at his/her/its cost any blockage or obstruction therein.
- 17.1.5 keep the grounds of the premises (if any) in a clean and tidy condition, free from all litter, and where applicable, the Tenant agrees to trim the hedges regularly, to keep the garden and lawn watered (such watering to be accordance with the prevailing municipal regulations) and to cut the grass regularly and to water, weed and generally maintain the flowerbeds.
- 17.1.6 Not cut or remove trees or plants or effect any material alteration to the garden, without the landlord's prior written consent.

- 17.1.7 Keep the electrical, water and gas (if any) installations in good working order and condition, fair wear and tear excepted, and shall not make and additions or alterations to these installations.
- 17.1.8 Keep the electrified security fence (if any) in good working order, fair wear and tear excepted, and free of any vegetation and other foreign objects, that may hinder the operational effectiveness of the installation.
- 17.1.9 Maintain the swimming pool (if such exists), motor, filtration plant and all pool cleaning equipment (if any) in good working order and free all obstructions and contamination, using and employing the appropriate chemicals. The Tenant should take note that the swimming pool area may not have safety measures restricting access to the pool, and the Tenant should make his/her/its own arrangements to restrict access thereto if necessary.
- 17.1.10 Not place or hang out any articles of washing, clothing or household linen on any window, patio, balcony or on the outside premises other than in the place set aside for this purpose.
- 17.1.11 neither do nor permit to be done in or upon the premises anything which may be a nuisance to or which may in any way interfere with the quiet or comfort of neighbors.
- 16.1.12 Not contravene any law or regulation (Municipal or otherwise) or Body Corporate Rules, Conduct Rules or any provisions of Share Block Use Agreement (where applicable). A copy of the current rules governing the Body Corporate, Share Block Scheme or Homeowner's Association shall, if applicable, be annexed to this Agreement.
- 17.1.13 not cedes nor assigns this Agreement, nor sublet the Premises or any portion thereof without the prior written consent of the landlord.
- 17.1.14 be entitled to use the premises for residential purpose only and for no other purpose whatsoever.
- 17.1.15 not place any person in occupation of the Premises in a manner which indicates he/she/it has surrendered possession of the Premises, without the prior written consent of the Landlord.
- 17.1.16 not allow the premises to be continually inhabited by more than the number of persons set out of the Schedule at any one time, save with the landlord's prior written consent.
- 17.1.17 Be responsible for effecting in his/her/its own name a Household Comprehensive and public Liability policy/is to cover all the personal effects and all bodily injury claims upon the Premises and shall pay the premiums in respect thereof.
- 17.1.18 shall not carry on any trade on/from the premises unless permitted by law or regulation and prior written consent of the Landlord has been obtained.
- 17.1.19 shall not process, nor keep any combustibles or hazardous goods on the Premises unless the prior written consent of the Landlord has been obtained, provided that the Tenant shall be entitled to store a reasonable supply of paraffin oil, LP gas and candles for normal household purposes.
- 17.1.20 not deface, mark, paint or drive nails, hooks or screws into doors, ceilings or floors of the Premises. No Prestik or any other adhesive whatsoever may be used on any wall, ceiling or floors.
- 17.1.21 remove all mold and fungus from the walls, tiles, grouting, ceiling and any other affected areas of the Premises, by way of using a suitable cleaning solvent as soon as mold and/or Fungus appears on these surface

- 17.1.22 notify the Landlord of any defects or damages to the Premises promptly and confirm in writing by no later than 72(seventy two) hours of the Tenant becoming aware of any defect/s or damage/s to the Premises, in order that the Landlord may , if applicable , lodge a claim with the Landlords insurers.
- 17.1.23 Ensure that the Landlord is at all times aware of the tenant's current telephone, cell phone, fax numbers and email address, in order that the Landlord may communicate with the Tenant whenever necessary.
- 17.1.24 not allows any sale by public auction to be held on the Premises.
- 17.1.25 not keeps birds, animals or pets of any kind upon any part of the Premises without the prior written consent of the Landlord and subject to all applicable Municipal by-laws. Homeowner's Association Rules and Body Corporate Rules, as applicable.
- 17.1.26 To keep the Premises free from pests (such as cockroaches, rats, mice and bees) and have the Premises fumigated as necessary save for the first 60 (sixty) days after the Commencement Date, during which period this shall be the Landlord's responsibility.
- 17.2 The Tenant shall not be entitled to incur any cost or expenses for any repairs required to the premises (or any part thereof) for which the Landlord may be responsible without the prior written consent of the Landlord.
- 17.3 The Landlord shall not be called upon to make any repairs of any kind to the Premises or the surrounding premises of which it forms part(or any improvements thereon) occasioned by any act, omission or neglect of the Tenant or his/her/its invitees or guests.
- 17.4 Any television aerial or satellite dish installation or signal improvement required by the Tenant will be for the Tenant to arrange and will be for the Tenant's account. In the case of sectional title units, where the Body Corporate is responsible for the television/DSTV AERIAL /SIGNAL FEED TO THE Premises it shall be the Tenants responsibility to arrange, with the written consent of the Landlord, and resolve any problems in this regard directly with the Body Corporate.
- 17.5 The installation, transfer or discontinuation of service in respect of any electronic or telephony service on the Premises will be the responsibility of the Tenant.
- 17.6 In the event of burglary of the Premises, the Landlord shall be liable to make good of any damages caused to the Premises by such burglary, subject to the availability of suitable contractors/ workman to quote for and affect the repairs. The Tenant acknowledges that any affecting the necessary repairs, during which period the Tenant will take reasonable precautions to protect and safeguard the Premises, persons on the Premises and his/her/its possessions thereon.
- 17.7 If an alarm is fitted to the Premises and the Tenant requires the alarm to be upgraded and/or linked via a telephone line or radio transmitter to an armed response or monitoring facility, it will be the Tenants responsibility to arrange this and all associated costs will be for the Tenants account

18. LANDLORDS OBLIGATIONS

The Landlord shall:-

- 18.1 pay all rates and taxes plus any VAT thereon, in respect of the Premises to the Local/Authority and pay any levies plus VAT thereon, if applicable to the Body Corporate, Share Block Company or Homeowner Association as applicable.

- 18.2 ensure that the rates and/or levies, water and all other applicable service accounts in respect of the Premises are paid up to the Commencement date.
- 18.3 Keep and maintain the foundations, the exterior walls and roof of the Premises together with the external floors, walls and ceilings (save for sectional title schemes or share block schemes where the relevant body corporate or share block company shall be responsible therefore) but shall not be responsible for damage to any of the Tenant's possessions as a result of any defect of any nature whatsoever, whether patent or latent in the outside wall and roof, save to the extent that such liability is imposed by Law. To the fullest extent allowed by law, the Landlord shall not be liable for any damage to any of the Tenant's or any third parties possessions in or upon the Premises, caused by water or water leakage on the Premises.
- 18.4 remedy, at his/her/its cost, any root invasion of the drain and sewers and any damage to or defect in the drains, sewer or guttering on or about the Premises, whether structural or caused by wear and tear;
- 18.5 effect any repairs required in respect of the pool motor and filtration plant (where required), other than deliberate and/or negligent, damage caused by the Tenant;
- 18.6 keep the Premises and any fixtures, fittings or items of furniture on the Premises belonging to the Landlord, insured, to the full value thereof, against damage caused by fire, flood and other usual risks under terms of insurance customarily applicable to Premises of this nature;
- 18.7 maintain and repair the major installations to the Premises, including without limitation, the boiler and hot water cylinder(s) (geyser) on the Premises.
- 18.8 The responsible for the maintenance and safety of gas installations (if such exists) and electrical installations on the Premises provided that the Tenant does not interfere with or otherwise tamper with such installation. The Tenant must immediately notify the Agent and the Landlord if any of these installations are not working properly or are not in good order or otherwise appear to be unsafe
- 18.9 properly maintain and where necessary repair and/or replace at his/her/its cost, any doors, door handles, locks and keys, glass window, window fasteners, electrical fittings and fixtures, bath basins, sanitary ware, water taps, burglar alarms, automated gates/garage doors and sprinkler systems, other than where any damage is caused by the deliberate and/or negligent actions or omissions of the Tenant or his/her/its invitees or guests, in which event it shall be the Tenant's responsibility. The Landlord shall also be responsible for any maintenance, repairs or replacement, as necessary, as a result of fair wear and tear in respect of any of the aforementioned items;
- 18.10 ensure that the Agent is at all times aware of the Landlord's current address, telephone, cell phone and fax numbers and email address, as applicable in order that **the agent** may communicate with the Landlord whenever necessary;
- 18.11 Ensure that the electrical, water and gas installation (if applicable) in the Premises will be in good working order and is safe for use by the Tenant.

19 LIMITATION OF LIABILITY

- 19.1 The Landlord and the agent shall not be responsible to the Tenant for any injury or loss or damages (including damages or loss to any property or possession in the Premises) which the Tenant or any member of the Tenant's family, or any employee or servant or relative, friend or acquaintance, visitor, invitee or guest of the Tenant may sustain directly or indirectly in or about the Premises arising from fire, flood, storm, riot, civil commotion, theft robbery, accident or any other cause whatsoever, unless such liability is imposed by law.
- 19.2 The Tenant hereby indemnifies and holds the Landlord and the agent harmless against any claims by third parties against the Landlord and the agent for injury, losses or damages caused by the Tenant or his/her/its guests or invitee to the fullest extent allowed by law.
- a. The Landlord and the agent will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Premises which is supplied by a third party.
- b. The Landlord and the agent shall not be liable for any loss or damage which the Tenant may sustain as a result of any timber, irrespective of whether same forms part or not of the Premises and/or out buildings, infested by woodborers and/or any other termite or beetle that infest or destroys wood.

20 APPOINTMENT OF AGENT AND AGENTS FEE

- 20.1 The Tenant acknowledges that the Agent (Suna Properties) has been appointed as the Landlord's agent to act on his/her/its behalf.
- 20.2 The Landlord shall pay the agent a fee (Management Fee) 10% of the rental amount monthly and will be deducted from the rent received monthly.
- 20.3 The agent will respond to any problems that arise in the lease period.

21 INSPECTION AND DEFECTS

- 21.1 Prior to occupation of the Premises by the Tenant, the Tenant and the Landlord, or the agent on behalf of the Landlord, shall arrange and conduct a joint inspection of the Premises. The parties shall make a list of the defects and attach such list to the Agreement.
- 21.2 The Tenant fails to attend the Inspection at the date and time mutually agreed apart (or fails to attend an inspection at such other later date and time arranged by the parties) then the Premises will be considered free from defects and in a good condition, fair wear and tear excepted.
- 21.3 The tenant must provide the agent within 14 (fourteen) days after moving in of a list of defects with photos.

22 ACCESS TO PREMISES

- 22.1 The Tenant shall give the Landlord or his/her/its agent, or contractors or other persons authorized by the Landlord, access to the Premises for the purpose of
- 22.1.1 showing prospective tenants the Premises during the last 3 (three) months of the fixed Period or any renewal period, or during the 20(twenty) business day notice period if the Tenant cancels before the Expiry Date (as contemplated in clause 2.4 or at any other time in the case that the Lease endures on a month to month basis.
- 22.1.2 Showing prospective buyers, the Premises
- 22.1.3 In the case of sale of the premises the Landlord will give the tenant 2 months' notice.

- 22.1.4 Inspecting the Premises
- 22.1.5 Making any repairs, and/or
- 22.1.6 Any other legitimate purpose.
- 22.2 For purposes of clause 21.1, the Landlord shall give at least 24(twenty-four) hours' notice to the Tenant (except in an emergency), which notice may be given telephonically.
- 22.3 The Landlord undertakes to take reasonable steps to minimize or prevent any interference to the Tenant.
- 22.4 The Landlord or his/her/its agent may place or erect on the Premises a FOR SALE sign at any time or a TO LET sign at any time during the last 3(three) months of the Fixed Period, or any renewal period.

23 VACATION OF PREMISES

- 23.1 Upon termination of this Agreement (for whatever reason) the Tenant shall immediately vacate the Premises and restore possession of the Premises and all items thereof (including the pre-supplied electricity meter identification card (if applicable), and all keys, remotes, and security access tags, as applicable, including duplicates made) to the Landlord in good order and condition, fair wear and tear excepted.
- 23.2 The Tenant shall be responsible for all costs in restoring possession of the Premises as contemplated in clause 22.1
- 23.3 Without limiting the general obligation in clauses 22.1, 22.2, and all other relevant provisions in this agreement, the Tenant shall at his/ her/ its own cost-
 - 23.3.1 Make good any damage to the walls (except to the extent the Landlord is responsible to repair such damage in terms of clause 17.3.
 - 23.3.2 Engage a contractor reasonably acceptable to the Landlord or **the Agent** to professionally clean all carpets on the Premises,
 - 23.3.3 Have the interior of the Premises professionally fumigate if the Tenant has kept pets of any nature whatsoever on the Premises.
- 23.4 Upon termination of the Lease (for whatever reason) the Landlord and/or **the agent** and Tenant will arrange a joint inspection of the Premises at a mutually convenient time not earlier than 3(three) days before the Expiry Date or the date of termination of this Agreement to determine if any damage was caused to the Premises during the Tenant's occupation thereof, The Landlord acknowledges that it shall not be the responsibility of **the agent** to arrange or conduct such inspection.
- 23.5 The inspection of the Premises shall be at a time that is mutually convenient time not earlier than
- 23.6 If the joint inspection takes place before the Tenant has fully vacated the Premises then the Landlord and the agent shall have the right to re-inspect the Premises once entirely vacated by the Tenant to ascertain whether any damage has occurred subsequent to the 1st(first) inspection or in the course of vacating the Premises
- 23.7 If the Tenant fails to respond to the landlord or the agent the request for an inspection, or fails to attend any such mutually arrange an inspection, the Landlord shall inspect the Premises within 7 (seven) days after the Landlord has become aware that the Tenant has vacated the Premises in order to assess any damages or loss which occurred during the tenancy.

- 23.8 If the Tenant has not returned or restored possession of the Premises in the as good and clean condition which it was at the Commencement Date, with fair wear and tear excepted, then the Landlord shall have the right to arrange for the Premises to be cleaned by a professional cleaning service, at the Tenant's cost

24 DAMAGE OR DESTRUCTION

- 24.1 If during this Agreement the Premises is so damaged or destroyed that it cannot be beneficially occupied, then this lease will terminate unless the parties agree otherwise in writing.
- 24.2 If the Premises is significantly damaged but can still be beneficially (and legally and safely) occupied, then this Lease will remain in force and the Landlord shall repair the damage without undue delay and the Tenant shall be entitled to a total or partial remission of the Rental so as to compensate the Tenant fairly for being deprived of beneficial occupation whether in whole or in part due to the damage and subsequent repair work carried out on the Premises but the Tenant shall not have any claim upon the Landlord or the agent for any damages in consequence of any such deprivation, including, but not limited to costs (expenses in regard to vacating the Premises, relocating costs, finding and paying for alternative accommodation, save to the extent that such claim is imposed or allowed by law.
- 24.3 Should the Landlord consider that it is not commercially or financially feasible to reinstate or restore the Premises then the Landlord shall be entitled to terminate this Agreement? The Landlord shall inform the Tenant of such decision within 30 (thirty) days after the date on which the Premises was damaged and the Tenant shall be entitled to a remission in Rental for any period that it paid but did not have beneficial occupation on the Premises
- 24.4 If the Landlord affects the necessary repairs to the Premises, the Tenant shall be obliged to re-occupy the Premises, and the Tenant shall from such date of occupation be obliged to recommence with the Rental and other payments. If the Premises are not available to the Tenant within 30(thirty) days after the occurrence of the damage, then the Tenant may at his/her/its election terminate this Agreement by fiving notice in writing to the Landlord and/or the agent.

25 ILLEGAL FOREIGNERS

- 25.1 If the Tenant is not a Namibian citizen, the Tenant warrants that he/she/it is not an illegal foreigner as defined in the Immigration Act No 7 of 1993 and is in possession of one of the permits and/or visas referred to in the Act and according is legally entitled to enter in this Agreement and to occupy the Premises for the entire duration of this Agreement.

26 BREACH

- 26.1 If a party-
- 26.1.1 Fails to pay any amount due in terms of this Agreement within 3(three) business days after receiving written notice demanding payment of such amount.
- 26.1.2 In the case of the Tenant, subletting the Premises or any part thereof without obtaining the written consent of the Landlord.
- 26.1.3 Breaches any other material terms of this Agreement and fails to remedy such breach within a period of 7(seven) business days after receiving written notice calling on the party to remedy and/or
- 26.1.4 Commits an act of insolvency is declared insolvent, compounds with his/her/its creditors or fails to satisfy a court judgment made against him, the Landlord shall be entitled to summarily cancel this

agreement and in the case of clause 25.1.3 to remedy such breach and immediately recover the total cost incurred in doing so.

- 26.2 Any exercise of the Landlord's rights in terms of this clause 25 shall be without prejudice to any other rights which such party may have in law in terms of this agreement or in law.

27 HOLDING OVER

- 27.1 In the event of the Tenant remaining in occupation of the Premises after termination or cancellation of the Lease whether such cancellation is disputed by the Tenant or not,
- 27.1.1 The Tenant shall be obliged to continue to pay all Rental and all other amounts due in terms of this Agreement on the due dates for payment of such amounts until such time as the Tenant vacates the Premises;
- 27.1.2 The Landlord shall be entitled to recover and accept such payment;
- 27.1.3 The acceptance by the Landlord of such payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's rights to terminate this Lease and/or to claim any damages whatsoever.
- 27.2 Should the dispute referred to in clause 26.1 be determined in favor of the Landlord in terms of this clause shall be regarded as amounts paid by the Tenant in respect of any loss and/or damages sustained by the Landlord as a result of the Tenants material breach.

28 ADDRESS FOR DELIVERY OF NOTICES

- 28.1 The Landlord chooses the address as stated in clause 3 of the Schedule (being the agents address) and the Tenant chooses the Premises, for the service of all written notices and legal document's in terms of this Agreement, On termination of this Agreement, the Tenant shall be obliged to provide an alternative address to the agent and /or the Landlord for this purpose, in writing.
- 28.2 Either party may change his/her/its service address referred to in clauses 27.1 to any other physical address in Namibia by providing written notice to the other party.
- 28.3 Any notice which any party requires to give to the other party shall be in writing in English and-
- 28.3.1 Be delivered by hand, sent by email or pre-paid registered post.
- 28.3.2 If delivered by hand during business hours, it shall be presumed to have been received on the date of delivery, any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 28.3.3 If sent by email during business hours, it shall be presumed to have been received on the date of successful delivery of the mail. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day;
- 28.3.4 If sent by pre-paid registered post, it shall be presumed to have been received 3(three) days after posting by registered post.
- 28.4 Notwithstanding this clause 27, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause,

29 APPLICABLE LAW AND JURISDICTION

- 29.1 Subject always to the provisions of any law requiring or permitting a party to have a dispute determined in any other manner or by any other dispute resolution body or authority, the Tenant consents to the jurisdiction of the Magistrates Court in which district the Premises is situated in relation to any legal proceeding arising from this Agreement or the cancellation thereof, notwithstanding that the subject matter or cause of action would otherwise be beyond the jurisdiction of the Magistrate's Court.
- 29.2 The Landlord reserves the right to institute proceeding in the High Court, where permitted to do so in law.
- 29.3 This Agreement shall be governed in accordance with the laws of Namibia.

30 COSTS

- 30.1 If a party takes any legal steps against the other in terms of this Agreement, then the party in default shall be obliged to pay on reasonable demand all costs, together with any VAT thereon, incurred by the aggrieved party, including collection commission, storage, and other charges, as well as legal costs on the scale as between *attorney-and -client* or otherwise as determined by the Court or other dispute resolution body. The parties acknowledge that the reference to the scale as between "attorney and clients" is a reference to fees and costs that a client would be charged by his/her/its attorney.
- 30.2 The Landlord shall be responsible for stamping this Agreement in terms of the provisions of the stamp Duties Act, 1993, but the Tenant shall be liable to reimburse the Landlord on demand for all the costs of the stamp duties incurred by the Landlord in so stamping the Agreement

31 GENERAL

- 31.1 The Landlord and the Tenant acknowledge that they have read and understood the contents of this Agreement and that all queries relating thereto have been raised with and explained to them.
- 31.2 This agreement constitutes the whole agreement between the parties who acknowledge that no warranty representation, guarantee, term, or condition of whatsoever nature, save as contained herein, has been made or given in regard to any matter affecting this Agreement
- 31.3 No addition to or variation, deletion or agreed cancellation of this Agreement will be of any force or effect unless in writing and signed by the parties.
- 31.4 Whenever in this Agreement there is a reference to business days the reference shall be construed as any day other than a Saturday, Sunday or public holiday as gazette by the government of Namibia from time to time and "business hours" shall be construed as being the hours between 9h00 and 17h00 on any business day. Any reference to time shall be based upon Namibian Standard Time.
- 31.5 No concession indulgence that may at any time be granted by the Landlord to the Tenant, whether in respect of time for payment or rental or otherwise, shall be deemed to be a waiver of, or affect, prejudice or derogate from the rights of the Landlord under this Agreement.
- 31.6 Should two or more persons sign this Agreement as Landlords or Tenants, such persons shall be jointly and severally liable for this due performance of the Landlord's or Tenants obligations, as the case may be , in terms of this lease,
- 31.7 The parties signing this Agreement on behalf of the Landlord and the Tenant warrant and represent that they have the authority and power to sign this Agreement.

- 31.8 Where the Tenant is married in community of property, then the signature to this Agreement of the spouse of the Tenant constitutes the written, consent required by the Matrimonial Premises Act no 88/1984. If the signature of the spouse is not appended to this Agreement, then the signature by the Tenant alone constitutes a warranty that the Tenant is a person who has the necessary contractual capacity to be bound by this
- 31.9 Agreement without such consent Tenant is a person who has the necessary contractual capacity to be bound by this agreement without such consent.

32 ADDITION TERMS

33 OFFER TO LEASE

- 33.1 The first signature on this Agreement e.g. by the Tenant constitutes an irrevocable offer to lease the Premises, which other open for acceptance by the Landlord up to the ___h___ on the ____, _____2021 where after it shall lapse.
- 33.2 The Landlord may accept the offer by signing in the space provided below and returning the entire agreement which return by fax or email.
- 33.3 The Landlord fails to accept the offer by the due date then the offer will lapse.

This done and signed by the TENANT at _____ on this _____ day of _____2021

FOR THE TENANT

WITNESS

FOR THE TENANT SPOUSE

WITNESS

This done and signed by the LESSOR at _____ on this _____ day of _____2021

FOR THE LESSOR

WITNESS

FOR THE LESSOR SPOUSE

WITNESS



The following information is required for the purpose rental application. The parties confirm that their Presentand/or Postal- and/or E-mail addresses are chosen as their respective domicilia citandi et executandi.

FIC Act 39(2) of 2012 requirement

| LANDLORD/ LESSOR | SPOUSE / SECOND LESSOR |
|---------------------|----------------------------|
| Surname | Surname |
| Full Names | Full Names |
| ID number | ID number |
| Date of Birth | Date of Birth |
| Marital Status | Date of Marriage |
| Present address | |
| Email address | Email address |
| Tel nr. (w) | Tel nr (w) |
| (h) | (h) |
| (cell) | (cell) |
| (fax) | (fax) |
| Employed by: | Employed by: |
| Occupation | Occupation |
| TAX nr | TAX nr |
| SOURCE OF FUNDS | |
| Signature Purchaser | Signature Second Purchaser |

The following information is required for the purpose of rental application. The parties confirm that their Present and/or Postal- and/or E-mail addresses are chosen as their respective domicilia citandi et executandi.

FIC Act 39(2) of 2012 requirement

| NANT / LESSEE | SPOUSE / SECOND LESSEE |
|---------------------|----------------------------|
| Surname | Surname |
| Full Names | Full Names |
| ID number | ID number |
| Date of Birth | Date of Birth |
| Marital Status | Date of Marriage |
| Present address | |
| Email address | Email address |
| Tel nr. (w) | Tel nr (w) |
| (h) | (h) |
| (cell) | (cell) |
| (fax) | (fax) |
| Employed by: | Employed by: |
| Occupation | Occupation |
| TAX nr | TAX nr |
| SOURCE OF FUNDS | |
| Signature Purchaser | Signature Second Purchaser |