



IMPORTANT

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Signature upon this document gives rise to legal consequences and, when duly signed by both the lessee and the lessor, will result in a legally binding Deed of Lease of the property described herein. Accordingly, and before signing, please ensure that this document accurately reflects all the terms and conditions of the proposed lease agreement and that you fully understand all of its provisions and consequences.

LEASE AGREEMENT

1. Parties

The Parties to this lease are:

Name and Surname : **WJF Sandman**

Identity Number: **54031200730**

Contact Number: **081 124 3412**

Email address: **nsandman@iway.na**

(THE LESSOR)

and

Name and Surname: **Abdallah Ismail Trading as AfrUnited Charcoal Trading**

Identification No: **LR 3597023**

Contact Number: **0818181794**

Email address: **m.geco2018@gmail.com**
and / or

("the lessee")

M.I.

2. Interpretation

2.1 In this lease, except in a context indicating that some other meaning is intended,

2.1.1 **"the Premises"** means the dwelling house situated on the Property and all the surrounding land, including servant's quarters, garden flats and whatever forms part of the property which is not specifically excluded herein OR the unit leased hereby in a sectional title complex.

2.1.2 **"day"** means any day of the week, excluding Sundays and public holidays;

2.1.3 **"the Lease Period"** means the period for which this lease subsists, including any period for which it is renewed.

2.1.4 **"the Lessor's Equipment"** means all fixtures and fittings contained in the house or unit and forming part thereof as well as the appliances, equipment, appurtenances and other items, if any, described in the schedule to this lease, and (where consistent with the context) includes all replacements thereof, if any;

2.1.5 **"month"** means a calendar month, and more specifically:

2.1.5.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

2.1.5.2 in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "monthly" has the corresponding meaning;

2.1.6 **"the Property"** means the property situated at:

Unit: 24

Extension : Iron Street

TOWN: Otjiwarongo

2.1.7 **"the Rates"** means the assessment rates and/or levies payable on the Property and includes any other charges payable by the Lessor to the local authority or body corporate (such as, but not limited to, refuse removal charges or sanitary fees), but not charges for water, electricity or gas;

2.1.8 **"the Rent"** means the rental payable by the Lessee to the Lessor for the hire of the Premises; **The first month's rent will be paid to On Show Properties from thereon the rent will be paid into the lessor's bank account.**

2.1.9 **"Year"** means a period of 12 consecutive months commencing on the date on which this lease comes into operation or any anniversary of that date;

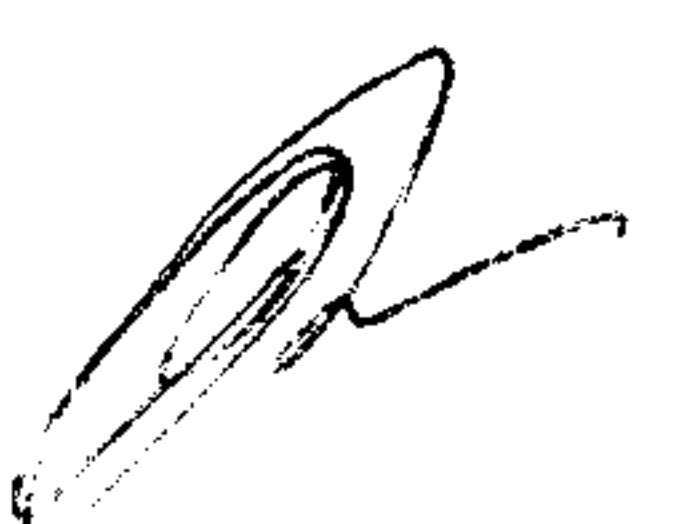
2.1.10 references to notices, statements another communication by or from the Lessor include notices by or from the Lessor's agent;

2.1.11 expressions in the singular also denote the plural, and vice versa;

2.1.12 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and

2.1.13 pronouns of any gender include the corresponding pronouns of the other gender; and

2.1.14 **"the Act"** means the Estate Agents Act

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2.2 Any provision of this lease imposing a restraint, prohibition, or restriction on the Lessee shall be so construed that the Lessee is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition, or restriction is observed by everybody occupying or entering the Property or any part thereof through, under, by arrangement with, or at the invitation of, the Lessee, including (without limiting the generality of this provision) the family, guests and servants of the Lessee.

2.3 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

2.4 This lease shall be interpreted and applied in accordance with Namibian Law.

3. Letting and Hiring

3.1 The Lessor lets and the Lessee hires the Premises on the terms of this lease.

3.2 The Lessee shall for the Lease Period and for no additional consideration have the use of the Lessor's Equipment subject to the terms of this lease relating thereto.

4. Duration

This Lease shall commence on **1 May 2025** and shall subsist for **12 Month's** from that date or until **1 June 2026**.

5. Rent

5.1 The Rent shall be **N\$ 15000.00(FIFTEEN THOUSAND NAD)** for each month of the Lease Period.

5.1.1. Rent shall be subject to an annual increase of 7% yearly.

5.1.2: If at any time the lessee wants to terminate the lease contract. **Two Calendar Months' Notice must be given to vacate the property.**

5.2 Whenever the Rates are increased during the Lease Period, the Lessor may, by written notice to the Lessee, increase the Rent by the amount of the increase in Rates, calculated monthly. Every such increase in the Rent shall take effect on the first day of the month following that in which the Lessor's notice of the increase is received by the Lessee or, whichever is the later, the date on which the increase in the Rates takes effect.

5.3 The Lessee shall pay the Rent monthly in advance on or before the **last** day of every month. For the next month's rent **IN THE CASE OF LATE PAYMENT AFTER THE SEVENTH THERE WILL BE A LATE FEE CHARGE OF N\$ 500.00.**

6. Additional Charges

6.1 **IN ADDITION TO PAYING THE RENT, THE LESSEE SHALL PAY MONTHLY FOR THE ELECTRICITY AND WATER CONSUMED. PROOF OF PAYMENT NEEDS TO BE PROVIDED UPON REQUEST.**

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7. Payments

7.1 All payments due by the Lessee to the Lessor under this lease shall be made to:

<i>Institution</i>	<i>Name</i>	<i>Bank Code</i>	<i>Account Number</i>
Bank Windhoek	Onshow Properties Trust account	Otjiwarongo Branch 481 - 573	8023867471

or to such other person, if any, at such other place, if any, as the Lessor has designated for the time being by written notice to the Lessee.

7.2 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

7.3 The Rent and all other amounts payable by the Lessee under this lease shall be inclusive of value-added tax in so far as applicable.

7.4 The Lessee shall be liable for interest on all overdue amounts payable under this lease at a rate per annum of 30% (THIRTY PERCENT) per annum reckoned from the due dates of such amounts until they are respectively paid. All cash deposit fees will be for the Lessee's account.

7.5. The Lessee shall not without the prior written consent of the Lessor, or his agent attach or install any fixtures of a permanent nature to the property (including but not limited to Television receiver antenna, satellite dishes, alarm systems and/or any other fixture of like nature). The Lessee herewith indemnifies and agrees to hold harmless the Lessor and his Agent of any liability that may arise from any agreement with a service provider in terms of the aforesaid fixtures.

8. Deposit

8.1 The Deposit of **N\$15000.00(Fifteen Thousand NAD Only)** has been paid directly in to the On Show Properties account, The amount being **N\$15000.00 (Fifteen Thousand NAD ONLY)** the Lessor may apply, in whole or part, in meeting any payment due by the Lessee to the Lessor at any time during the Lease Period or after the termination of this lease.

8.2 Whenever during the Lease Period the deposit is so applied in whole or part, the Lessee shall on demand reinstate the deposit to its original amount.

8.3 As soon as all the obligations of the Lessee to the Lessor have been discharged following the termination of this lease, the lessor shall refund to the Lessee within 21 days after confirmation from owner has been received, free of interest, so much of the deposit as has not been applied in terms of the above provisions.

8.4 If the tenant moves out before the contract time has lapsed the deposit shall not be refunded, instead it will be used to pay the outstanding amount of agent's commission, and the balance will be paid to the owner.

8.5 The balance of the deposit (if any) at the end of this agreement, shall be paid to the Lessee only after the inspection of the property in terms of the act has been completed and on the providing of documentary proof by the Lessee that all accounts in respect of the property (including but not limited to water- and electricity accounts, telephone accounts, M-Net, DSTV- and Glaucoma accounts) has been fully paid by the Lessee.

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9. Insurance

9.1 The Lessee shall not keep or do in or about the Property anything such as is liable to enhance any of the risks against which the Buildings or the Lessor's Equipment may be insured to the extent that the insurance of the Buildings or the Lessor's Equipment is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.

9.2 Without prejudice to any other right of action or remedy which the Lessor may have arising out of a breach of a foregoing provision, the Lessor may recover from the Lessee on demand the full amount of any increase in insurance premiums attributable to such breach.

9.3 For the purpose of the above provisions, the Lessee shall be entitled to assume that the Buildings and the Lessor's Equipment will at all material times be insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings and the like contents of similar dwellings.

10. Assignment and subletting

10.1 The Lessee shall not, except with the prior written consent of the Lessor -

10.1.1 cede or assign all or any of the rights and obligations of the Lessee under this lease.

10.1.2 sublet the Premises in whole or part.

10.1.3 give up possession of the Premises to any third party.

10.1.4 sublet or give up possession of all or any of the Lessor's Equipment; or

10.1.5 remove or allow to be removed from the Premises all or any of the Lessor's Equipment except for repair, for which written consent must be obtained.

11. Sundry duties of the Lessee

The Lessee shall -

11.1 keep the Premises and all parts thereof clean, tidy, and habitable.

11.2 not use the Premises or allow them to be used, in whole or part, for any purpose other than that of a private dwelling.

11.3 take good and proper care of the Lessor's Equipment and every item thereof, and refrain from causing or allowing it to be used for any purpose for which it was not intended.

11.4 take all reasonable measures to protect the Premises, all parts thereof, and the Lessor's Equipment from abuse, damage, destruction, and theft.

11.5 not bring onto the Premises any article which, by reason of its weight or other characteristics, is liable to cause damage to the Premises or any of the other Buildings on the Property.

11.6 not contravene any of the conditions of title of the Property or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Property.

11.7 not cause or commit any nuisance on the Premises or cause any annoyance or discomfort to other occupants of the Property, neighbors or the public.

M. I. 

11.8 not leave refuse or allow it to accumulate in or about the Premises except in adequate refuse bins suitably placed.

11.9 refrain from interfering with the electrical, plumbing, or gas installations or systems serving the Property, except as may be necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease.

11.10 not allow more than ____ (_____) persons to reside on the Premises at the same time.

11.11 shall not be allowed to keep pets on the Premises; except if approved by the owner.

11.12 not do or display anything, which causes the Property to appear unsightly.

11.13 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises; and

11.14 provide at the Lessee's own expense all electric, fluorescent, and incandescent light bulbs required on the Premises.

12. Maintenance and Repairs

12.1 The Lessee shall at his own expense and without recourse to the Lessor.

12.1.1 throughout the Lease Period maintain in good order and condition the interior of the Premises, including all windows and doors, and the Lessor's Equipment.

12.1.2 promptly repair or make good all damage occurring in or to the interior of the Premises or any of the Lessor's Equipment from time to time during the Lease Period, whatever the cause of such damage, and including damage to any part or item of the Lessor's Equipment or to any window or door, and replace all the same (as well as any keys) which have been broken, lost or destroyed (again regardless of cause);


12.1.3 if any items of the Lessor's Equipment is destroyed or damaged beyond repair (whatever the cause of the destruction or damage, but subject to clause 19.4), promptly replace it with a brand new, identical item in good and (where appropriate) operative condition or, if an identical item is not obtainable, one which is as closely similar to the original as possible.

12.1.4 take good and proper care of the garden on the Premises, including all lawns, plants shrubs, trees and hedges, replacing all such as may die or be damaged (due regard being had to seasonal factors), carrying out such watering, cutting, trimming mowing, pruning, fertilizing, and other gardening activities as may reasonably be required, and supplying all the fertilizer and other substances necessary for these purposes;

12.1.5 the Lessor's Equipment and all items thereof (similarly with keys where applicable).

12.2 The Lessee and the Lessor hereby agrees that before the date on which the Lessee takes possession of the Premises, all defects or in the Premises; or in any of the Lessor's Equipment; or in any part of the Premises, including any lock, key, door or window, OR if any of the Lessor's Equipment is damaged, missing, or out of order, shall be recorded in an annexure to this agreement and shall form part of this agreement in terms of the act.

12.3 Should the Lessee fail to carry out any of its obligations under this lease with regard to any maintenance, repair, or replacement, the Lessor shall be entitled, without prejudice to any of its other rights or remedies, to effect the required item of maintenance, repair, or replacement and to recover the cost thereof from the Lessee on demand.

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13. Alterations, additions and improvements

13.1 The Lessee shall not make any alterations or additions to any part of the Premises or any item of the Lessor's Equipment without the Lessor's prior written consent, but the Lessor shall not withhold its consent unreasonably to any such alteration or addition which is of a minor nature and not structural.

13.2 If the Lessee does alter, add to, or improve the Premises in any way, whether in breach of clause 13.1 or not, the Lessee shall, if so required in writing by the Lessor, restore the Premises on the termination of this lease to the condition in which they were prior to such alteration, addition or improvement having been made. The Lessor's requirement in this regard may be communicated to the Lessee at any time, but not later than the 14th day after the Lessee has delivered the Premises pursuant to the termination of this lease; and this clause 13.2 shall not be construed as excluding any other or further remedy which the Lessor may have in consequence of a breach by the Lessee of clause 13.1.

13.3 Save for any improvement which is removed from the Premises as required by the Lessor in terms of clause 13.2, all improvements made on or to the Premises shall belong to the Lessor and may not be removed from the Premises at any time. The Lessee shall not, whatever the circumstances, have any claim against the Lessor for compensation for any improvement or repair to the Premises or the Lessor's Equipment, nor shall the Lessee have a right of retention in respect of any improvements.

14. Exclusion of lessor from certain liability and indemnity

14.1 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason (directly or indirectly) of:

14.1.1 A breach by the Lessor of any of its obligations under this lease.

14.1.2 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 a foregoing) any act or omission of any cleaner, maintenance person, handyman, artisan, laborer, workman, watchman, guard, or commissionaire.

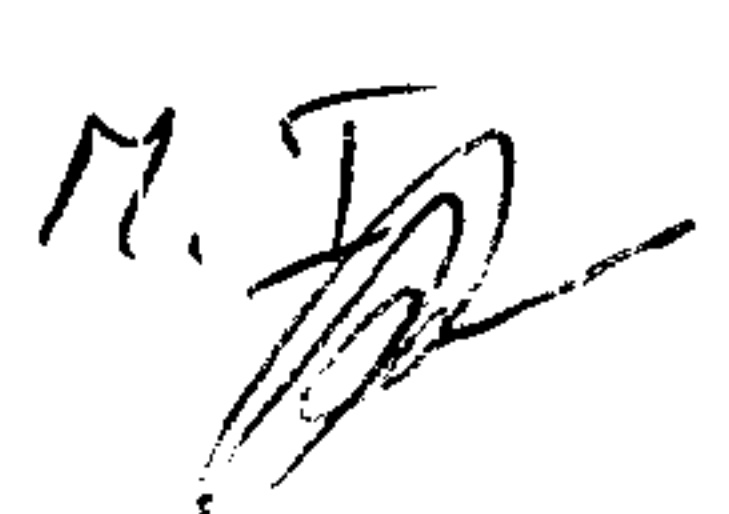
14.1.3 The condition or state of repair at any time of the Premises.

14.1.4 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises, whatever the cause.

14.1.5 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Premises or any part thereof and including (but without limiting the Generality of the foregoing) any geyser, boiler, burglar alarm, or security installation or system (again Regardless of cause);

14.1.6 any interruption of or interference with the enjoyment or beneficial occupation of the Premises caused by any building operations or other works on or about the Property, whether carried out by the Lessor or by anybody else; or

14.1.7 any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the Property or any of the buildings, whether or not the Lessor could otherwise have been held liable for such occurrence or failure, and the Lessee indemnifies the Lessor against all liability to other persons who may occupy or be entitled to occupy the Premises or any parts thereof through or under the Lessee, in consequence of any such matter as is referred to in clauses 14.1.1 to 14.1.7 above.



14.2 The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee occupation and enjoyment of the Premises as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the Lessor in terms hereof; and if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be rectified, the Lessee may have the necessary maintenance or repair (including any incidental or necessary replacement) attended to and may then recover the reasonable cost thereof from the Lessor on demand.

15. Lessor's rights of entry and carrying out of works

15.1 The Lessor's representatives, agents, servants and contractors 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 of the Premises or any part thereof, enter the Premises in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the bona fide interests of the Lessor or the Lessee; but the Lessor shall ensure that this right is exercised with due regard for and a minimum of interference with the beneficial enjoyment of the Premises by those in occupation thereof.

15.2 The Lessor shall not, however, cause or allow any major building works to be carried out upon the Premises for duration longer than 21 days from the date of their commencement unless

15.2.1 Such works are necessary and do not merely involve additions to any of the Premises, the construction of any additional buildings, or redecoration of a solely aesthetic nature; or

15.2.2 The Lessee has consented otherwise in writing.

16. Security

16.1 The Lessee shall at all material times comply with such reasonable requests as are from time to time made in writing by or on behalf of the Lessor for observance by the Lessee and other occupiers of the Property and their invitees, including (without generality being limited) rules and regulations in connection with the security of the Property and the protection of persons and property thereon.

17. Damage to or destruction of premises

17.1 If the house on the Premises is destroyed or so damaged that it can no longer be beneficially occupied, this lease shall terminate immediately unless the parties agree otherwise in writing.

17.2 If any damage to the Premises or the destruction thereof is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the foregoing provisions of this clause 17 from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances.

17.3 The foregoing provisions of this clause 17 shall apply also to any damage to, or the destruction of, all or any of the Lessor's Equipment which occurs together with any damage to or the destruction of the Premises, the foregoing references to repairs to be read as including reference to the replacement of any items of the Lessor's Equipment which are destroyed or irreparably damaged.

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18. Special remedy for breach

18.1 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 7 (seven) days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances without further notice, to cancel this lease with immediate effect, be repossessed of the Premises and the Lessor's Equipment, and recover from the Lessee damages for the default or breach and the cancellation of this lease.

18.2 Clause 18.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this lease) and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this lease.

18.3 In the event of the Lessor having canceled this lease justifiably but the Lessee remaining in occupation of the Premises, with or without disputing the cancellation, and continuing to tender payments of the Rent and any other amounts which would have been payable to the Lessor but for the cancellation, the Lessor may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

19. New tenants and purchasers

The Lessee shall at all reasonable times

19.1 During the Lease Period, allow prospective purchasers of the Property or of any shares or other interests in the Lessor; and

19.2 During the last 3 (three) months of the Lease Period, allow prospective tenants of the Property to enter and view the Property, the interiors of the Buildings and the Lessor's Equipment.

20. Costs

The legal costs incurred in the preparation of this lease and the stamp duty payable thereon shall be borne by the Lessee.

21. Domicilia and notices

21.1 The Parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 22.2 below, but such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

21.2.1 The Lessor: **P.O. Box:**

21.2.2 The Lessee: **P.O. Box:**

M.J.A.

23.3 Any notice, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 5th business day following the date of posting thereof. This provision shall not be construed as precluding the utilization of other means and methods (including facsimile) for the transmission or delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

21.4 Lessee shall give 2 Calendar Months written notice to On Show Properties before vacating the premises

22. Whole agreement

22.1 This is the entire agreement between the parties.

22.2 Neither party relies on entering into this lease upon any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this lease as warranties or undertakings.

22.3 No variation or consensual cancellation of this lease shall be of any force of effect unless reduced to writing and signed by both parties.

23. Non-waiver

23.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to the other party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.

23.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

24. Warranty of authority

The person signing this lease on behalf of the Lessor expressly warrants his authority to do so.

25. Sale of Property

Tenants can be given 1 Month notice by the owner, should property be sold.

26. Termination by death or insolvency

26.1 This lease shall not terminate with the death of either the Lessor or the Lessee. The executor of the deceased Lessee's estate shall have the option, depending upon the circumstances of the estate, either to abide by the contract for the remainder of the lease period (the successor or successors of the Lessee assuming his rights and obligations) or to cancel the lease by giving the Lessor 2 (two) months written notice of termination, such notice to be given not more than 1 (one) month after the death of the Lessee.

26.2 The insolvency of either the Lessor or the Lessee shall not terminate this lease. However, the trustee of the Lessee's insolvent estate shall have the option to terminate the lease by notice in writing to the Lessor. If the trustee does not within three months of his appointment as trustee notify the Lessor that he desires to continue with the lease on behalf of the estate, he/she shall be deemed to have terminated the lease at the end of the three months.

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trustee does not within three months of his appointment as trustee notify the Lessor that he desires to continue with the lease on behalf of the estate, he/she shall be deemed to have terminated the lease at the end of the three months.

27. Credit Vetting Check


27.1 The Lessee hereby authorizes the Lessor, his Agent or the ITC to do a credit vetting check prior to the Signing of this agreement, upon the renewal of this agreement or at any time during the subsistence of this agreement. The Lessee further acknowledges that this agreement is entered into in reliance thereon that the Lessee has a clean credit profile (without any listings) and acknowledges that the Lessor will, in his absolute discretion (and without derogating the Lessor's right to not enter into any agreement with the Lessee), be entitled to request an extra deposit from the Lessee, should the Lessee indeed be listed on the ITC.

27.2 The Lessee furthermore acknowledges that, should the Lessee be in default of payment of any amount due in terms hereof, that the Lessor or his Agent may forthwith and without notice to the Lessee submit such default to the ITC. The Lessee acknowledges that this will adversely affect the Lessee's credit profile.

Signed at _____ on this _____ day of _____ 2025
in the presence of the undersigned witnesses.

Witnesses:

1. _____
2. _____
(Signature of Witnesses)



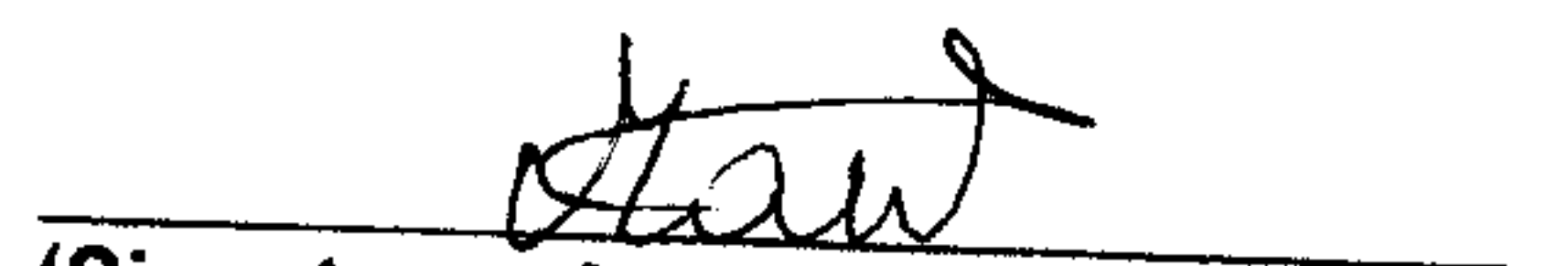
(Signature of Lessor)

(Signature of Lessor's spouse/other)

Signed at of Fikwanga on this 22 day of April 2025
in the presence of the undersigned witnesses.

Witnesses:

1. _____
2. _____
(Signature of Witnesses)



(Signature of Lessee)

(Signature of Lessee's spouse/other)

M.I
