



Lease Agreement

283 Jack Hindon Street
Pretoria North
0001
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Made and entered into by and between:

----- (hereinafter referred to as the “Lessee”)

The parties hereto agree as follows:

1. Leased Premises

The Lessor hereby lets to the Lessee who hereby hires of the Lessor the latter’s property:

----- (hereby referred to as the
“Premises”) upon the terms and conditions set out in the following paragraphs.

2. Duration of Lease

The lease shall commence on the ----- of -----20----for a period of -----
months at least and shall thereafter be either party giving to the other
2(two)calendar months written notice of intention to terminate this lease, and the
said notice may only be given on or before the first day of any calendar month.
Should the Lessee vacate the premises before completion of the notice period he
will forfeit his deposit in full.

3. Rental

The rental shall be sum of R -----
Rand)(hereafter referred to as “Rental”) payable monthly in advance, free of
exchange, without any deduction for any cause whatsoever, on or before the third
(3) day of each and every month until the termination hereof at the following.
**Should the Lessee fail to make the payments on time a service charge of R150 (One
Hundred and fifty rand) per day will be charged**, due to administration of late
payment. Rental payment will be done through a Debit Order Facility for the
duration of the lease administered by Dimaks Properties through Its Bank, the
Tenant have to sign a Debit Order Mandate authorising Dimaks Properties’s Bank ,

Standard Bank to deducted through the Tenant 's bank the agreed and signed for Rental Amount for the duration of the lease monthly on salary or pay day or agreed day.

3.1 An Administration fee of R900.00 is also required.

3.2 It is further recorded that the aforesaid rental escalates at the rate of 10 %(ten percent) per annum from the date of occupation compounded on yearly basis, and such increase rental shall be paid to the Lessor in the same manner as hereinbefore set out.

4. Deposit and Administration Fee

The lessee shall pay Lessor the sum of R ----- Rand) which will be retained by Lessor while the lease is in force, as a breakage deposit which may be used at Lessor's discretion to meet any payment due to by Lessee to the Lessor at any time during the lease period or after the termination of the lease. Whenever during the period of the lease the deposit is applied in whole or in part, The Lessor shall on demand re-instate the deposit to its original amount. The Lessor shall on termination of this lease refund to the Lessee so much of that deposit, without interest, as has not been applied in terms of the above provisions and as stated in clause 9. The deposit may not be regarded by the Lessee as payment of any month's rent.

An inspection fee of R----- shall be redeemed from the Lessee's deposit at the end of this lease.

The Lessee shall pay Administration of R-----
-----Rand) to LESSOR within one day after signing this lease.

Rental payments are made by debit order to the following account

Account Name: Dimaks Trading
Bank Name: Standard Bank
Bank branch: Wonder Park
Branch Code: 016145
Account Number: 038232871
Account Type: Saving Account

5. Municipal Rates and Taxes

The lessee shall be liable for and shall promptly pay the city of Tshwane Metropolitan (or any other supplier of water and electricity) the cost of the

electricity and water used by Lessee on the premises hereby let, according to the reading of the meters reflecting the consumption in the premises hereby let.

6. Usage of Premises

6.1 The premises shall be used for residential purpose by the Lessee only and may not be used for any other purpose whatsoever.

6.2 The Lessee shall furthermore abide by and comply with Body Corporate, Municipal, Provincial and other Ordinances and Regulations in connection with noise, traffic, pollution, smoke, and other like nuisances, and the controls in connection therewith and the failure to comply with any of the aforementioned, shall be regarded as a breach of this lease

6.3 Garden Service Is offered at additional cost of R300 pm two visit pm at suitable day for each Tenant

7. Cession and Sub-letting

The Lessee shall not without the written consent of the Lessor, which consent shall not be unreasonable withheld, cede nor assign this agreement either in whole or in part, nor shall the Lessee sub-let the premises or any portion thereof, nor shall the Lessee, permit or allow any other persons to occupy or use the premises or to reside therein or to obtain possession thereof, other than those persons mentioned in clause 6.1 hereof.

8. Alterations and Additions

The Lessee shall not make any alterations or additions to the premises or to any installation therein, whether structural or otherwise, nor drive or permit to be driven in nails, fittings, fixtures or screws into the walls or ceilings of the said premises or in any manner whatsoever do or permit anything to be done that may be calculated to damage the premises or any portion thereof. Reasonable hanging of pictures and paintings is permitted on the premises provided that such damage occasioned by the reasonable hanging of pictures and paintings will be for the account of the Lessee.

9. Notification of Defects

Should the Lessee upon taking occupation of the said premises discover that the same or any of the appurtenances or contents thereof, including but not restricted to stoves, keys, locks, windows, sewerage pipes and pans, electrical installation and fittings and water taps

are in a defective state of repair, he shall within 7(seven) days from the date of such possession notify the Lessor in writing of the details of any such defect(s).

9.2 Failure on the part of the Lessee to do so shall be deemed to be an acknowledgement on the part of the Lessee that the whole of the same are in a good and proper state of repair and condition.

9.3 The Lessee hereby promises and undertakes to care for and maintain the whole premises in like good order and condition and to repair at the Lessee's own cost and charge any damage and/or breakages, or in the alternative to reimburse the Lessor for the cost of replacing, repairing, or making good any such damage and or breakages except if the Lessee or his bona fide visitors and workers were not responsible for the damage and/or breakages.

9.4 The Lessee hereby undertakes to keep and maintain all sewerage pipes ,gutters, water pipes and drain in or from the premises free from obstruction and blockage and to remove at his cost any blockage or obstruction therein.

9.5 The Lessee shall be responsible for any damage done to the premises by reason of any furniture or other objects or vehicles being brought into or removed from the premises.

9.6 Notification of any defects must be submitted in writing to the lessor.

10. Inspection of Premises

The Lessor shall at all reasonable times be at liberty to enter into the said premises with 24 hour notice to the lessee of the time of the visit and the identity of the visitor to inspect same and to do and carry out any work that may be required to be done in or to said premises, for the preservation, repair or alteration thereof.

11. "To Let" or "For Sale" Notices

The Lessor shall be entitled at her discretion to place notices of "To Let" or "For Sale" at the entrance of the premises, and the Lessee shall permit prospective tenants or buyers of the premises to view the whole of the same during reasonable hours.

12. Maintenance and Improvements

12.1 The Lessor shall keep all constructions wall, overhead roofs, sewerage and water pipes in order , but does not hold him/her self responsible for any damages to the property of the Lessee, caused by leakage , rain, hail, snow or fire or any cause whatsoever.

12.2 The Lessor shall not be responsible for any loss or damage which the Lessee may sustain by reason of any act whatsoever or neglected on the part of the Lessor or any of his

servants, or by reason of the Premises at any time falling into a defective state of repair or by reason of any repairs to be effected by the Lessor not being effected timorously or at all and the Lessee shall not be entitled for any of the reasons aforementioned or for any reason whatsoever to withhold any money payable by him under this agreement , or to claim any refunds already paid

12.3 The lessee undertake at his/her expense to keep the ground and gardens of the premises in a neat and tidy condition and free from all weeds and pets and to maintain the existing gardens, lawns and pavement in good condition and properly watered. The lessee mast takes special care not to damage the irrigation pipes when digging.

13 Destruction of Premises

13.1 In the event of a destructive fire or vis major in general occurring on the premises, so that if the premises are rendered beneficially unfit for occupation through vis major the Lessor and the lessee shall have the right to terminate this less by notice in writing to the other party and shall refund to the lessee rental paid in advanced. Provided that such destruction was not the cause of natural or electrical, fault on the part of the Lessor.

13.2 The lessee shall not have any claim upon the Lessor for the damages in consequence of any such deprivation or for damages caused to furniture or any personal effects .The Lessee binds him not to use an apparatus or keep any combustibles or hazardous goods on the premises, which may vitiate the Lessor's fire insurance policy or increase the premium payable in terms thereof.

14 Insurance Claims

The lesse undertakes to do nothing which might be a contravention of the terms of any of the Lessor's insurance policies or which might increase the premium payable under such insurance policies. In the event of the actions of the lessee resulting in a claim by the Lessor against the insurance company being not paid or partly not paid such claim or unpaid balance of such claim shall become the responsibility and liability of the lessee.

15 Breach of Contract

15.1 Should the rental, as aforesaid or any other sum or sums payable by the lessee hereunder not be paid on due date, or should the lessee in any other respect whatsoever contravene or permit the contravention of anyone or more of the provisions or conditions of this agreement or fail to observe any or more of these, the Lessor shall, notwithstanding any previous waiver on her part of any of her rights under this agreements be entitled forthwith and without any notice whatsoever to cancel this agreement and to obtain possession of the premises and for that purpose to take whatever action may be necessary for the immediate eviction of the lessee there from without prejudiced to the Lessor rights to claim any rent already due, and such further damages as the Lessor may have sustained

by reason of the lessee's breach or default, including but not restricted to all legal cost and chargers of whatsoever nature.

15.2 Any relaxation or indulgence which may be granted by the Lessor or any condo nation by the lessor of any of the terms of this lease by the lessee shall not be taken to prejudice the lessor in respect of any prior or subsequent breach of the terms hereof by the lessee.

15.3 Should the lessor cancel this lease and the lessee dispute the lessor's right so to do and remain in occupation of the premises, the lessee shall , pending the determination of the dispute continue to pay all amounts due by him in terms of this lease on the due date thereof and the lessor shall be entitled to recover, sue for and accept those payment without prejudices to and without in any manner whatsoever affecting the lessor claim to cancellation of this lease or of any other nature whatsoever.

15.4 Should the dispute between the lessor and the lessee be determined in favour of the lessor the payments made to the lessor in terms of 15.3 shall be regarded as amount payed by the lessee on account of the loss sustained by the lessor as a result of the holding over by the lessee of the premises.

16. Notices to Lessee

The lessee hereby chooses Domicilium citandi et executandi for all purposes at the premises and all notices required to be given to the lessee in terms of this lease shall be delivered by hand or sent by prepaid registered post to the premises and shall be deemed in the case of delivery to have been received on the date of delivery and in the case of such posting, on the third day after such posting.

17 Losses or Damages by lessee

The lessor shall not be responsible or liable to the lessees or any other person whatsoever, including the lessee's family, relatives, friends, employees or guests for any injury, loss or damage sustained directly or indirectly by any of them in or about the premises from whatsoever cause including but not limited to any theft , burglary or fire or any injury, damage or loss suffered as a result of any negligent act or omission on the part of the lessor or other employees or as a result of any state of disrepair, effect or flaw in any failure, non-functioning or breakage of the premises or any fitting or in fixture or appliance therein.

All goods brought by the lessee onto the premises shall be placed there at his/her sole risk and no responsibility whatsoever is undertaken by the lessor. The lessee hereby indemnifies the lessor and their employees against any claim for any injury, loss or damage sustained as aforesaid.

18 Auction Sale

The lessee shall not conduct or allow to be conducted or be conducted, on his/her behalf of any other person in or about the premises auction sale of any nature whatsoever.

19 Taking Occupation of Premises

19.1 Should the lessee fail to take occupation of the premises within a period of 3 (three) days from the date agreed upon in this agreement or from whatever date the premises are available, then in any such event the lessor shall have the right and option of immediately cancelling this agreement without notice, and thereupon this agreement shall terminate and be of no force and effect.

19.2 Should this agreement be cancelled for the reason aforementioned, then in such event the lessee shall have no further rights or claims of whatsoever nature against the lessor by reason of the cancellation of this agreement, notwithstanding anything to the contrary herein contained. The lessee shall, however, forfeit any deposit and administration fee paid and is liable for any loss of rent or other damages sustained by the lessor as a result of such cancellation.

19.3 Notwithstanding anything to the contrary contained in this agreement and receipt given for rent or deposit paid, should the lessor be unable to give the lessee occupation of the premises upon the date agreed upon in this agreement, by reason of the fact that the previous tenant shall not have vacated same or by reason of any fact, matter or thing whatsoever not due to wilful default on the part of the lessor, the lessee shall have no claim for damages or other right of action against the lessor as a result thereof and undertakes to accept occupation from whatever date the premises are available subject to a remission of the period of non occupation.

20. Confirmation of Agreement

The lessor shall subject this agreement to confirmation within 3(three) days of execution thereof by the lessee and the lessor shall be entitled to withhold such confirmation for any reason whatsoever and without assigning any reason there for. The lessor's confirmation of this agreement shall be indicated by the execution of the agreement within the time stipulated, failing which the lessee shall not have the right to claim existence of an agreement from the lessor, whether verbal or by reason of negotiations having been conducted or concluded in regard thereto, or by reason of this agreement having been executed by the lessee only. In the event of the lessor failing to confirm the agreement within the stipulated time period all fund so paid by the lessee shall be immediately refundable to the lessee.

21. Reparations to the Premises

The lessee shall have no right to a reduction in rent by reason of the fact that the premises are being repaired for any period of the agreement.

22. Legal Costs

The lessee shall be liable for all costs that the lessor's attorneys might incur because of any reasonable and justified legal action against the lessee. On demand for the lessor, the lessee shall refund such cost aforementioned.

The lessee hereby consent to the jurisdiction of the magistrate's court in respect of any action or proceedings which may be brought against him by the lessor in connection with this lease, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction without prejudice to the lessor's right to institute action in the Supreme Court having jurisdiction.

23. Waiver

No indulgence, waiver or concession to the lessee in regard to the payment or rental or otherwise, shall be regarded as binding on the lessor, nor shall such conduct found estoppels against the lessor, nor preclude the lessor from relying on the full rights and resource available in terms hereof, it being specifically agreed that the payment of rental by way of cheque is an indulgence to the lessee, and in the event of such cheque being dishonoured for any reason whatsoever, the lessee shall be obliged to effect payment of any amount due in cash, and the lessor shall be entitled, in addition, to recover from the lessee, over and above the cheques. A minimum of R50-00 arising from any correspondence to the lessee due to non-payment or late payment of rental, or due to attendance's arising from any charges not being honoured promptly upon presentation, will be payable by the lessee.

24. Hypothec Against Movable Property

The lessee hereby acknowledges that the lessor holds an implicit hypothec against all movable property on the premises. Unless written inventory is given to the lessor of moveable property that is brought onto the premises by any other person for the exclusive usage by the lessee, mentioned hypothec will apply. The lessee further acknowledge that no movable property will be removed from the premises for the duration of the lease as such moveable property as such moveable property remains as security of all rent or other payments for which the lessee is liable in terms of this agreement.

25 Extent of Agreement

This Agreement contains all the terms and condition of the Agreement into by the lessee and the lessor and the lessee acknowledges and agrees that no representations, warranties, undertaking or promises whatsoever which may have been made by the lessor other than those contained herein shall be binding on or enforceable against the lessor, and the terms of this Agreement cannot be varied otherwise than in writing signed by both parties hereto

26 Special Conditions

In WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned

Witnesses: by the lessor at.....(place)
on theday of20.....

As WITNESSES:

1.
LESSOR

2.
LESSOR'S SPOUSE

By the LESSEE at(place)
on theday of20.....

AS WITNESSES:

1.
LESSEE

2.
LESSEE'S SPOUSE