

LEASE AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between:

_____ (hereinafter referred to as the LESSOR)

And

★

_____ (Full Names and ID Number)

_____ (hereinafter referred to as the LESSEE)

The LESSOR lets to the LESSEE who hires the following property (hereinafter referred to as the PROPERTY):

25 GALWAY ROAD, NAKHON
EAST LONDON (MAIN HOUSE)

PERIOD

The lease is for a fixed period of 6 months from 1 August 2021 and terminating on 31 January 2022 where after this lease shall continue in full force and effect as a monthly tenancy terminable by either party giving to the other one full calendar month written notice to that effect unless either party shall, not later than two months prior to the expiration of this lease have notified the other in writing that such monthly tenancy shall not be established.

RENTAL

The rent for the fixed period is R 13-990 per month, payable monthly in advance on the 1st day of said month, without any deduction or set off and free of exchange or any cash deposit fees on the first day of each and every month in South African currency into the following banking account:

or such other as the LESSOR may notify the LESSEE in writing from time to time.
A rental escalation of 8% per annum will be applied on the anniversary date of each year.
A damage deposit, equivalent to 1 months rent is payable by the LESSEE immediately on signature of this agreement and will be deposited into the trust account noted above for safekeeping. This deposit is refundable 7 to 14 days after the vacating of the premises, but may be withheld and utilised in the event of damage caused to the property or contents thereof by the LESSEE during the lease period, or in the event of non-payment of rental by the LESSEE. The Lessor may use the deposit to pay for all amounts for which the Lessee is liable under this agreement including, but without limitation, arrear rental, unpaid electricity and water, telephone accounts, the cost of repairing damages to the premises, and/or replacing lost keys arrear lease fees, arrear stamp duty, arrear penalties, debt collection fees and other charges.
Under no circumstances may the Deposit be deducted from the final month's rental.

LESSEE'S RESPONSIBILITY

Pay all amounts due in terms of this lease free of banking charges and cash deposit fees.
Subletting – the LESSEE does not have the right to sublet the property.
Using the leased property only for residential purposes.
Keeping the PROPERTY clean, habitable and tidy.
LESSEE shall not make structural or other alterations, additions to or improvements in the property without written consent.

★ Tenant taking the property unseen and in the condition it's in.

LESSEE shall permit the LESSOR access to inspect the property at all reasonable times Not do or allow to be done either by commission or omission anything which would increase the premiums of or vitiate the policies of insurance on the PROPERTY.

The PROPERTY to be in the same neat, clean and tidy condition upon vacating as on the day of occupation – reasonable wear and tear to be taken into consideration.

Not to cause any noise or nuisance, which would in any way disturb the quiet and peaceful occupation of his neighbours.

Not allow any undesirable persons to reside on the premises except a bona fide servant employed by the LESSEE, such servant not be permitted to create any disturbance whatsoever.

The LESSEE undertakes to keep and maintain all sewerage pipes, water pipes, guttering and drains free from obstruction and blockage and to remove at his cost any blockage or obstruction therein.

No internal/external walls to be damaged with nails or hooks etc.

The LESSEE is responsible for the cost of repairing or replacing tiles, windows, window frames and all interior fixtures and fitting which may become broken and damaged during the lease period, if not caused by normal wear and tear or due to a building error.

The LESSEE is responsible for the cost of replacement for damaged light fittings.

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.

The LESSEE shall at his expense replace where necessary all fluorescent bulbs, starters, globes, ballasts and incandescent bulbs used in the premises

LESSEE cannot have more than 3 permanent residents at any 1 time

DEFECTS

Should the Lessee at any time of taking occupation of the Premises discover any defects in the Premises, he shall have 7 days of such occupation to give written notice of such defects to Fresh the Lessor. Failure on the part of the Lessee to give such notice shall be deemed to be an acknowledgement on his part that the whole of the premises are in good and proper state of repair and condition.

It is specifically recorded that notice of defects given by the Lessee shall not place any obligation on the Lessor to repair the premises concerned, the intention being that such notice will merely serve to record the state of repair in which the Lessee took occupation of the Premises.

LESSOR'S RESPONSIBILITY

Be responsible for payment of rates, taxes and/or levies presently assessed on the PROPERTY, as at the date of signature hereof.

Be entitled at any time during the currency of the lease to require the LESSEE to reinstate the PROPERTY at the LESSEE'S expense to the same condition as it was at date hereof.

The LESSOR'S workmen or agents shall at all reasonable times be entitled to enter upon the premises and to do and carry on any work that may be required to be done to the premises for the preservation, repair or alteration thereof.

The LESSOR shall keep all outside walls and roofs of the premises in order but shall not be responsible for any damage caused by leakage, rain, hail, snow or fire or any other cause whatsoever nor shall the LESSOR be responsible for any loss or damage which the LESSEE may sustain by reason of any act whatsoever or neglect on the part of the LESSOR or any of his servants nor shall the LESSOR be responsible for any loss or damage which the LESSEE may sustain 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 timeously or at all and the LESSEE shall not be entitled for any of the foregoing reasons or any other reason whatsoever to withhold any monies payable by him to the LESSOR in terms of this lease.

The LESSOR and the agent shall not be held liable to the LESSEE or any other person whatsoever for any injury, loss or damage of any description whatsoever which the LESSEE or any member of his family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the LESSEE may sustain directly or indirectly in or about the premises from whatsoever cause arising. The LESSEE hereby accepts responsibility for and indemnifies the LESSOR and his employees, servants or agent/s against any claim by any such person for any injury, loss or damage sustained as aforesaid.

DESTRUCTION OF PROPERTY

In the event of the total or partial destruction of the property or any portion by any cause the LESSOR shall be entitled to terminate the lease failing which it shall continue, but the LESSEE shall during the period which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The LESSEE shall have no claim for compensation against the LESSOR, but should the destruction be due to the default or negligence of the LESSEE, his family, servants or persons occupying the PROPERTY under him, the LESSOR shall under these circumstances be entitled to claim payment of such damages as the LESSOR may have suffered.

FAILURE TO PAY RENT

Should the LESSEE fail to pay the rent or any portion thereof on its due date, the LESSOR will not need to give any notice of the default and will be entitled to any of the remedies set out hereunder or available to him/her under common law. Should the LESSEE breach any other conditions of this lease and remain in default for five days after receipt of notice to the LESSEE requiring remedy of the breach, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased PROPERTY, without prejudice to any claim which the LESSOR may have against the LESSEE for the rent already due or damages for breach of contract or otherwise. If the LESSOR cancels this lease and the LESSEE disputes the right to cancel and remains in occupation of the PROPERTY the LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and the LESSOR shall be entitled to accept and recover such payment, the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the cancellation of this lease and/or the unlawful holding by the LESSEE.

Payments of rentals after the 5th day of the month in respect of the month for which the rental is due shall be subject to a surcharge of 10% to cover the additional administration costs of the Agent. In the event of any failure by the Lessee to pay the penalty that may be due, the Lessee herewith gives the lessor authority to deduct these amounts from the damage deposit.

INDULGENCE

Any relaxation, indulgence or waiver which the LESSOR may grant to the LESSEE or any condonation by the LESSOR of any breach of the terms of this lease shall not become binding on the LESSOR of who shall at all times be entitled to claim due and prompt performance by the LESSEE of all obligations.

NOTICES

Any notice which the LESSOR requires to give to the LESSEE shall be deemed to have been validly given if sent by prepaid registered letter to the LESSEE at the property or left by the LESSOR at

such address, which notice shall be deemed to have been received 3 days after the posting by registered post, or on the day the notice was delivered by hand.

Two (2) months before the expiry of this lease, the LESSOR shall be entitled to affix a "TO LET" notice upon the property, should the LESSEE have done any damage to the property or failed to keep up with the monthly rental payable, keeping in mind that notice shall be given to the LESSEE. The LESSOR shall furthermore and at any time during the currency hereof be entitled to affix a "FOR SALE" notice in respect of the property. In this respect the LESSEE shall permit any intending tenant or purchaser to view the property at all reasonable times.

DOMICILIUM CITANDI ET EXECUTANDI

The LESSEE chooses the property as their domicilium citandi et executandi and consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of the lease. The LESSOR chooses her new residence her
domicilium citandi et executandi.

VARIATION

No variation of the terms of this lease shall be of any effect unless reduced to writing and signed by the LESSOR and LESSEE.

LEGAL COSTS

In the event on an Attorney being instructed to collect any amount payable by the LESSEE under this lease or to take legal actions for the recovery of any such amount or any amount payable by the LESSEE as a consequence of the cancellations of this lease the LESSEE shall pay any resulting collection commission and other attorney/client costs.

INSPECTION

The LESSEE shall submit a list of any defects/damage to the property in writing within 7 (seven) days of taking occupation of the leased premises. Any item not so reported in writing which are found on termination of the lease to be damaged are deemed to have been damaged by the LESSEE.

SIGNED and DATED at EAST LONDON on _____.

AS WITNESSES:

1. _____



LESSEE (who warrants that he is authorised thereto)

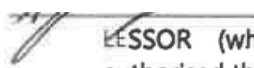
2. _____

3. LESSEE PLACE OF WORK _____

SIGNED and DATED at EAST LONDON on 27 July 2021

AS WITNESSES:

1. _____



LESSOR (who warrants that he is authorised thereto)

2. _____

* pre-paid electricity for tenants account.
* Tenant liable for 70% of the water account.
* Garden service and pool service included.
* Tenant liable for BSM (sewerage, refuse & fire)
* parking for 2 permanent vehicles only.
* 3 adults and 2 children occupants only.
* Swimming at own risk.
* Tenants to only park in allocated (2 parking bays) + garage.