

AGREEMENT OF LEASE

1 Parties: The parties to this lease are

JIKA PROPERTIES (PTY) LTD

Registration Number: 2005/035424/07

(“the Lessor”); and

Full Names: _____ (“the Lessee”)

ID/Passport No. _____

2 Interpretation

- 2.1 “the Building” means the building known as _____, situated on the “Property” being _____;
- 2.2 “month” means calendar month;
- 2.3 “the Premises” or "premises" means unit number _____ on the stand/in the building;
- 2.4 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 ensure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the premises or any other part of the Property of the Building 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.

3 Letting and hiring: The Lessor lets and the Lessee hires the Premises on the terms of this lease.

4 Duration This lease shall come into operation on _____ and shall subsist from month to month, being terminable on one calendar month’s notice in writing from either party to the other, such notice to be given before the last day of the calendar month.

5 Rent

5.1 The rent shall be an amount calculated as follows:

Rent of Premises	_____
Parking	_____
Security Recovery	_____
Water recovery	_____
Refuse	_____
Sewerage	_____
Metered Water & Electricity:	_____
Other (specify)	_____
Total Rent	_____

5.2 The Lessee shall pay the rent monthly in advance on or before the 1st day of every month.

5.3 The Lessor shall be entitled to increase the monthly rental from time to time upon giving written notice to the Lessee.

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6 Additional charges/supplies/services:

6.1 The LESSEE, from date of commencement of this lease and in addition to the monthly rental due, shall promptly pay for the following services / supplies rendered to the LESSEE by the LESSOR:

6.1.1 all electricity (including electricity service charges), water and gas (if any) supplied to the premises determined at the prevailing municipal tariff of charges in accordance with readings of separate submeters or, if there are no such submeters, on the basis of the Lessee being liable to bear his/her prorata share of the total cost of all electricity, water and gas consumed on the Property (calculated on the basis of the square meters of the unit relative to the square meter size of all units).

6.1.2 all sewer, effluent and sanitary services supplied to the premises determined at the prevailing municipal tariff of charges on the basis of the Lessee being liable to bear his/her prorata share of the total cost thereof;

6.1.3 any other fees payable in respect of any other services/supplies rendered to the premises for the subsistence of the lease.

6.2 In the event that the Unit is fitted with prepaid electricity or water meters:

6.2.1 the Lessee hereby acknowledges that such meters are the property of the Lessor and that it is a criminal offence to tamper or otherwise interfere with the meter, the Lessor shall be entitled to forthwith terminate this Agreement without notice;

6.2.2 The Lessee cedes to the Lessor as security in respect of arrear rental, all his/her right, title and interest to any credit balances existing in respect of such prepaid meters, no matter what form;

6.3 Should the Lessee make any cash payments of rent, the Lessee shall be obliged to pay a cash deposit fee as charged by the Lessor's bankers from time to time.

6.4 The Lessee shall settle the Lessor's account for additional charges/supplies/services upon receipt thereof.

7 Payments

7.1 All payments due by the Lessee to the Lessor under this lease shall be made to the Managing Agent to their nominated bank account as per monthly rent statement, 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 or set-off from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

7.3 The Lessee shall be liable for interest on all overdue amounts payable under this lease at a rate per annum 5% (Five Percent) above the prime rate per annum of ABSA BANK LIMITED from time to time, reckoned from the due dates of such amounts until they are respectively paid.

7.4 The Lessee acknowledges that the Lessor has subscribed to a collection system from time to time and the Lessee may be required to sign a debit order authority, whereby the Lessee consents to the Lessor debiting his/her account on the due date for rental and if unpaid, consents to a debit order being submitted for processing on any day thereafter. Failure to do so shall be regarded as a breach of this Agreement and the Lessor shall be entitled to forthwith terminate this Agreement without notice.

8 Deposit

On entering into this lease the Lessee shall pay the Lessor a deposit of _____, which amount 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. Whenever during the Lease Period the deposit is so applied, the Lessee shall on demand reinstate the deposit to its original amount. As soon as all the obligations of the Lessee to the Lessor (damages to the premises, including without

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limitation, arrear payments of water, electricity and gas) have been discharged following the termination of this lease, the Lessor shall refund to the Lessee, so much of the deposit as has not been applied in terms of the above provisions.

9 Insurance

The Lessee shall not keep or do in or about the Premises anything which is liable to enhance any of the risks against which the Building is insured or which may cause such insurance to be void or voidable or which may cause an increase in such insurance premiums.

10 Assignment and subletting

The Lessee shall not be entitled to cede or assign any or all of the rights and obligations of the Lessee under this agreement or to sublet the Premises in whole or part, or to give up possession of the Premises to any third party.

11 Sundry duties of the lessee

The Lessee shall

11.1 not use the Premises or allow them to be used, in or whole or part, for any purpose other than that for which it has been rented. The parties agree that the Leased Premises are intended to be used as a private dwelling for not more than _____ persons;

11.2 keep the premises clean, tidy and habitable and not leave refuse or allow it to accumulate in or about the Premises except in the refuse bins provided;

11.3 take all reasonable measures to protect the Premises and all parts thereof (including all fixtures, fittings, appurtenances, appliances and keys) from abuse, damage destruction and theft as well as replace any broken light bulbs;

11.4 not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking, garage or other common part of the Building so as to cause a nuisance or obstruction or which may cause damage to the Building;

11.5 comply with 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 or the Building, as well as comply with any written rules or regulations applying to the Block (including without limitation any rules relating to security or the access of persons to the building or parking);

11.6 not cause or commit any nuisance on the Property or cause any annoyance or discomfort to other tenants or occupiers of the Building, or do or display anything which causes the Premises or the Building to appear unsightly (including hanging of washing in places where this appears unsightly);

11.7 refrain from interfering with the electrical, plumbing or gas installations or systems serving the Premises or the Building;

11.8 not keep any live animals or birds on the Premises;

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

12 Maintenance and repairs

12.1 The Lessee shall at its 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 and all parts thereof, including (without limitation of the generality of this obligation) all windows, doors, appurtenances, fixtures and fittings contained in the Premises and shall promptly repair or

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make good all damage occurring in the Premises from time to time during the Lease Period, whatever the cause of such damage;; and

12.1.2 on the termination of this lease, howsoever and whenever it terminates, return the Premises and all such parts thereof (including all keys) to the Lessor in good order, condition and repair, fair wear and tear excepted.

12.2 If the Lessee shall notify the Lessor in writing within (14) days after having taken possession of the Premises of the need for any repairs to or in the Premises or of the fact that any part of the Premises, including any lock, key, door, shop front, window, appurtenance, fixture or fitting, is damaged, missing, or out of order.. If or in so far as the Lessee does not give such notice, the Lessee shall be deemed to have acknowledged that the Premises and all parts thereof were intact, in place, and in good order, condition and repair when the Lessee took possession of the Premises under this lease.

12.3 The Lessor shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Building and all parts thereof other than those which are the responsibility for the time being of tenants or of the local authority, and the Lessor's obligations in this respect shall include the maintenance and repair of the structure of the Building, all systems, works and installations contained therein, the roofs, the exterior walls, the lifts, the grounds and gardens, and all other parts of the Common Areas;

12.4 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.

13 Alterations, additions and improvements

All improvements made to the Premises shall belong to the Lessor and may not be removed from the Premises at any time. The Lessee shall not, whatsoever the circumstances, have any claim against the Lessor for compensation for any improvement to the Premises or 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 howsoever and whensoever arising as a result of negligence or gross negligence on the part of the Lessor, Its directors, representatives, agents, servants, contractors and invitees and the Lessee's only remedy against the Lessor shall be a right of action for specific performance. The Lessee may not withhold or delay any payment due to the Lessor for any reason whatsoever,

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

15.1 The Lessor's representatives, agents, servants, invitees and contractors may at all reasonable times enter the Building or leased 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, Lessee or any of the occupiers of the Property. 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.

16 Special remedy for breach

16.1 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances, and without notice to cancel this lease with immediate effect, be repossessed of the Premises, and recover from the Lessee damages for the default or breach and the cancellation of this lease.

16.2 Clause 16.1 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

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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.

16.3 should the Lessor consult with and/or instruct its attorneys with regard to any breach of this lease by the Lessee, the Lessee shall be liable for all the fees and disbursements of the said attorneys as between attorney and own-client whether or not steps for relief are initiated.

17 Domicilia and notices

17.1 the parties choose as their *domicilia citandi et executandi (their address for legal notices)* the addresses mentioned below, but such *address* 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;

17.2 the Lessor: correspondence to be directed to the Managing Agent which for the purposes of this lease agreement shall be _____, whose contact details are as follows.

CITIQ PROPERTY SOLUTIONS

Office Hours: Monday – Friday: 09:00 – 17:00

2nd Floor, West Wing, 1 Kotze Street, Braamfontein. PO Box 291941, Melville, 2109

☎: Call centre 0800 222 054: Office 0860 109 237 Fax 0866 926.214 ✉:

propmanager@citiq.co.za

17.3 The Lessee: The leased premises.

18 Credit Bureau Consent

The tenant hereby consents that, and authorises the landlord or agent to, at all times:-

18.1 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant;

18.2 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the tenant's dealings with the landlord.

19 Whole Agreement

This is the entire agreement between the parties.

20 No Variation

Neither this clause nor any other part nor the whole of this Agreement may be amended, varied, substituted, waived, relaxed, novated, cancelled or reinstated or time for performance extended unless such act be reduced to writing and signed by the Parties hereto or their agents duly and specifically authorised thereto in writing.

21 Non-waiver

The Lessor shall not be regarded as having waived, or be precluded from exercising, any right under or arising from this lease by reason of the Lessor having at any time granted any extension of time for, or having shown any indulgence to the Lessee 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 Lessee.

22. Severability

If at any time any term or provision of any Agreement or the application thereof to any person or circumstance shall to any extent be or become illegal, invalid or unenforceable under Applicable Law, the remainder of such Agreement, or the application of such term or provision to persons or circumstances, shall not be affected or impaired thereby. The Parties agree in such event, and insofar as may be available under Applicable Law, to substitute valid, legal and enforceable provisions for the invalid, illegal or unenforceable provisions so as to implement the intention of the Parties hereto to the extent legally possible.

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SIGNED at _____ on this _____ in the presence of the undersigned witnesses

Witnesses:

		(LESSOR)

SIGNED at _____ on this _____ in the presence of the undersigned witnesses

Witnesses:

		(LESSEE)