



CECIL COMPLEX

STUDENT ACCOMMODATION

LEASE AGREEMENT

LEASE

Memorandum of agreement

This memorandum of agreement is made and entered into by and between the

Lessor whose details are as follows (select residence):

Pura Vida (Kabokweni) ☐

Cecil Complex #1 (Msholoji) ☐

Cecil Complex #2 (Kabokweni) ☐

Cecil Complex #3 (Kabokweni) ☐

Physical address:

Stand No 3086 Kabokweni

1245

P.O BOX 2622, Kabokweni, 1245

Fax: 086 572 7808 | Cell: 072 957 9242

Email: 0729579242c@gmail.com

Name and Surname : _____

Id/passport no : _____

Tenant's (home) : _____

Nationality : _____

Student Number : _____

Course Name : _____

Year : _____

Contact number : _____

The LESSEE whose details are as follows:

Address of the lessee:

Address or residence as per selected in page 2.

ROOM NO _____

TYPE OF ROOM _____

1. The lease is fixed for a period of 10 months reckoned from the _____ and terminating on the _____ on which date the LESSEE undertakes to vacate the property.
2. The LESSEE has the option to renew the lease for the further period of reckoned from the date of termination provided that notice to the LESSEE'S intention to exercise is given in writing at **01 MONTH** calendar months before the date of termination.
3. During the renewal period the lease shall be on all conditions herein save that the LESSEE shall have no right of further renewal.
4. (a) The room rent for the fixed period is R **3848.26** month payable fore or on the seventh day of each month failure to do so will result in a **10%** interest being charged. The rent should be paid without any deductions whatsoever, to the LESSOR at:

BANKING DETAILS

Name of bank	: ABSA BANK
Name of account	: PURA VIDA ACC (PTY) LTD
Account number	: 4099326920
Account Type	: CURRENT (CHEQUE) ACCOUNT
Name of branch	: NELSPRUIT (RIVERSIDE MALL)
Branch code	: 632005

4(b) should the option be exercised in terms of the previsions hereof, the rent for such further period, payable similarly, shall be.

5. If during the currency this lease the rates and, or Taxes and services charges in respect of the property should be increased above the amount payable in respect there of as at the date of signature hereof, then the LESSEE, shall pay the LESSOR such additional Rates and/ or taxes at the rate of one-twelfth thereof per month which will shall be paid together with the rent.

6. THE LESSEE SHALL:

- (A) Pay all amounts due in terms of this lease free exchange
- (B) Pay all charges for Electricity to the property
- (C) Not cede or assign the lease
- (D) Not sub-let the whole or part of the property to anyone other than his immediate family in occupation thereof without the written consent of the LESSOR, which consent shall not be unreasonably withheld.
- (E) Use the leased property only for residential purposes unless the LESSOR'S written consent to use the written consent of the LESSOR.
- (F) Not making structural or other alteration, additions to improve in the property without the written consent of the LESSOR.
- (G) Keep the property clean, tidy and hygienic and not make any structural or other alteration, additions or improvements in the property without the written consent of the LESSOR, which consent will not be withheld unreasonable for an alteration or addition which is not structural.
- (H) Permit the LESSOR or his duly authorised agent to inspect, carry out any unnecessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the LESSOR at all reasonable times, and the LESSOR shall ensure beneficial enjoyment of the property by those in occupation thereof.
- (I) Not do or allow to be either done by commission or omission anything which would increase the premiums of or vitiate the policies of insurance on the property.
- (J) Not cause any noise or nuisance which would in any way disturb the quiet and peaceful occupation of his neighbours.

7. THE LESSOR SHALL

- (A) Be responsible for maintenance and upkeep of the exterior of the property including the roof.
- (B) Not be responsible for any damage cause to the lessee by leakage, rain, hail, snow, fire or interruption of water or electricity supplies or any cause whatever.
- (C) Be responsible for payments of rates and/ or taxes and/ or services charges presently assessed on the property, as at the date of the signature hereof.
- (D) 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.

(E) Forthwith repair any structural defects which appear in the property.

8. In the event of total or partial destruction of the property or 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 proportionate abatement of rent. The LESSEE shall have no claim for compensation against the family, servants or persons occupying the property under him, the LESSOR may have suffered.
9. Should the LESSEE deem to cancel the LEASE AGREEMENT, the LESSEE shall provide a written notice in a form of a email to the management before the first of the following month or on the first of the following month. Failing to provide the notice on time, the notice shall be regarded for the next following month.
10. Should the LESSEE fail to rent or any portion thereof on its due date, or breach any other condition of this lease, and remain in default for seven days after receipt of notice to the LESSEE requiring payment of the rent or the remedy of the breach, as the case may be, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease agreement and to reenter upon and take possession on 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 LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provide in this lease monthly in advanced on the on the first day of each month and 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 dispute, if the dispute is resolved in favour of LESSOR the payment made and received in terms of this clause shall be deemed to be amounts paid by the lessee on the unlawful holding over by the LESSEE.
11. Any notice which the LESSOR requires to give to the lessee shall be deemed to have been validly given if sent by prepaid registered letters to the LESSEE at the property or left by the LESSOR or his agent at such address, which notice shall be deemed to have been received 3 days after posting by registered post, or on the day the notice was delivered by hand in terms of these presents.
12. The LESSOR and the LESSEE chose their physical address contained in the preamble here to as their respective address for the service off all notice and court processes and they also or hereby consent to the jurisdiction of the magistrate's court in respect of and legal proceeding arising out of lease.

13.No variation of the terms of this lease shall be of any effect unless reduced to writing and signed by the LESSOR and LESSEE or their duly appointed agent or agents.

14.The cost of this lease together with the stamp duty thereon shall be paid by the LESSEE.

15.Special conditions:

(A) Please note that 10% escalation is due after 12 month.

(B) Payments are made before the 7th day of every month.

(C) Should there be any damages to the property for the 1st 3 Months the LESSOR is compelled to fix them, any damages there after the LESSEE shall provide the necessary equipment the LESSOR provide labour.

IN WITNESS WHERE OF the parties have hereunto set their hands in the presence of the undersigned witness

BY THE LESSOR at:

_____ (place)

On The _____ (date)

AS WITNESS:

1. _____ (signature)

By the LESSE at: _____ (place)

On The _____ (date)

_____ (Signature)

As Witnesses:

Next of kin, Relative or company Representative

Name Surname: _____

Contact Number _____

Relationship to Tenant: _____

Signature of Lessee:

Date:
