

# LEASE AGREEMENT

Entered into by and between

**Khodani Ratshipanga**

("The Landlord")

and

**TSHEDZA TSHASHU INDUSTRIES**

Representative: **Takalani Madzivhandila**

("The Tenant")

## 1. LEASE OF PREMISES

The Landlord hereby lets to the Tenant who hires subject to the terms and conditions set out in this agreement the following premises:

12 Wilson Street

Witfield

Boksburg

South Africa.

**1459**

## 2. INTERPRETATIONS AND DEFINITIONS

2.1 The clause headings of this Agreement are inserted for reference purposes and shall in no way govern or affect the interpretation thereof.

2.2 Unless the context indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person, a juristic person and vice versa, the singular includes the plural and vice versa.

2.3 Unless inconsistent with the context, the expressions set forth below shall bear the meanings assigned to them.

2.3.1 Commencement Date: on the **1 November, 2020** and enduring for an initial period of 12 months, terminating on the **30 September, 2022.**

2.3.2 Damage Deposit: **R 6000**

2.3.3 Monthly Rental payable for the premises: **R 5720.00**

2.3.4 Domicilia and Notices

The parties hereby choose *domicilium citandi et executandi* for all purposes under this Agreement at the addresses set out below (not being a post box or post restante)

**LANDLORD: 12 wilson street , witfield; [ratshipangak@gmail.com](mailto:ratshipangak@gmail.com)**

**TENANT: The Premises as detailed above; [luduns4@gmail.com](mailto:luduns4@gmail.com) (tenant email address)**

Any notice given by either Party in terms of this Agreement shall be given in writing and shall be delivered by hand to a responsible person present at or sent by email or prepaid registered post to the domicilium chosen by the addressee in terms of this Agreement and whereupon it shall be deemed to have been received when so delivered.

### **3. COMMENCEMENT AND PERIOD**

The lease of the Premises is entered into as stipulated in Clause 2.3.1 where after this Lease is terminable by either party giving the other **2 (two) calendar months'** notice in writing. No decrease in such time period will be accepted.

### **4. USE OF PREMISES**

The Premises shall only be used for private residential purposes and no other purpose whatsoever, nor shall the Tenant allow the premises to be inhabited by more than 4 (four) persons at any one time, save with the Landlord's prior written consent and subject to provisions contained in the House Rules annexed hereto if applicable.

No birds, animals or pets of any kind shall be kept upon any part of the premises without the prior written consent of the Landlord / Managing Agent which consent can be revoked immediately should proper control not be kept over such animal.

### **5. RENTAL**

5.1 The Tenant shall pay the rental monthly in advance on or before the 1<sup>st</sup> of each and every month (the due date) and when effecting payment clearly identify each payment made by detailing the unit number as a reference.

5.2 All monthly rent shall be paid on or before the 1<sup>st</sup> of each and every month, without deduction or set off at such place as the Landlord may indicate in writing from time to time.

5.3 Payment of rentals received after the date specified in clause 5.2 will be subject to a surcharge of 10% to cover collection fees and/or additional administration costs.

5.5 Any payment received shall first be allocated to rental costs, administration fees, legal costs and thereafter any interest incurred.

5.6 Should the TENANT fail to pay the rent as stipulated in 2.3.3 and in the timeline specified in 5.1 above, or if there should be any breach by the TENANT of any of several covenants or conditions herein contained or implied, or if the TENANT shall become insolvent or shall assign his Estate for the benefit of the creditors, then the LANDLORD shall have the right notwithstanding her other legal rights to terminate this Agreement of lease forthwith and to enter upon and take possession of the leased premises, without prejudice to the LANDLORD's right of action for the recovery of rent or damages for breach of contract or otherwise.

5.7 The 1<sup>st</sup> month Rental, plus the Deposit by the Tenant are to be deposited into Landlord's account. The 1<sup>st</sup> month deposit will be held by the Landlord and will be refunded at the end of the lease period after inspection by the Landlord of the leased property and confirmation from the Landlord that there are to be no deductions due to damages etc.

Should there be any queries on the property, repairs, payment queries or any queries of any nature, these are to be directed to the Landlord or Managing Agent.

## **6. DEPOSIT**

6.1 As security for the fulfilment of all the Tenant's obligations in terms of this Agreement, the Tenant shall deposit with the Landlord upon signature of this Agreement the amount detailed in 2.3.2 above.

6.2 It is specifically recorded that the deposit may not be applied by the Tenant as payment for the last months rental or for any other rental due to the Landlord in terms of this Lease.

6.3 The Landlord shall be entitled to deduct from such deposit any amount payable by the Tenant hereunder unpaid and any amount owing by the Tenant for damages suffered by the Landlord, and in the event of such deduction during the lease period, the Tenant shall upon request by the Landlord, forthwith reinstate the deposit to its full amount. Such refund of the deposit shall be made by the Landlord after all repairs have been completed to the unit and such work costed. Refer clause 27.

6.4 On termination of this Lease and provided that no amounts are due and owing for rental, penalties or any amounts owing to the Municipality for services, the Deposit will be refunded to the Tenant by the Landlord within **10 working days** after all inspections have been done.

6.5 Should the Tenant wish to extend the current Lease, then the new Lease shall be on all the conditions contained herein save that the monthly rental shall be negotiated. The Landlord shall have the right to increase the deposit to be equivalent to the newly negotiated rental.

## **7. AGENT AND COMMISSION**

The agent commission will be 8% of the sum of the prorated 1st month's rental plus the 11 months rental as per this contract stipulation, this will be a once off payment and no further payment will be made to the agent.

## **8. RECEIPTS**

8.1 The Landlord shall provide the Tenant with receipts for payments made. No receipt will be issued by the Landlord for direct bank deposits or internet transactions as these are sufficient proof of payment.

8.2 In the event of a receipt being issued each receipt shall contain the date of receipt of payment, the address of the premises where the payment is made, in respect of which period the payments is made and in respect of what the payment is made i.e. rental, deposit etc.

## **9. RATES, TAXES, LEVIES**

The Landlord shall pay all rates, taxes and levies payable in respect of the Premises during the Lease period. Should these amounts increase during the Lease Period, the Landlord shall be entitled to increase the monthly rent payable by an amount equal to such increase.

## **10. MUNICIPAL SUPPLIES TO THE PREMISES**

10.1 Prepaid Electricity Meters are installed in the units. The Landlord is liable to pay all municipal rates, water and refuse collection. The Landlord will not pay any amount towards electricity.

10.2 The Tenant indemnifies the Landlord against any damages suffered by him as a result of any failure or interruption of any supplies to the Premises and the Landlord does not warrant that any such supplies will be continued for the duration of the Lease Period. The Landlord undertakes to perform no act or omission to prejudice the continuation or resumption of such supplies.

## **11. FIXTURES AND FITTINGS**

11.1 The Tenant shall not be entitled to affix any fixtures, fittings or drive nails into the walls of the Premises without the prior written consent of the Landlord, which consent may be granted or withheld at sole discretion of the Landlord.

11.2 Should the Landlord consent, all fixtures, fittings and nails shall, unless otherwise agreed by the Landlord in writing, be removed by the Tenant by no later than the date of the Outgoing Inspection, by which date all damage occasioned by the original fixing and/or by the removal of such fixtures, fittings and nails shall have been made good at the instance and cost of the Tenant who shall restore the Premises to the condition that it was in on the Commencement Date.

11.3 Should the Tenant fail to remove any authorized fixtures and fittings on or before the Outgoing Inspection, such fixtures and fittings shall become the property of the Landlord, without any obligation to compensate the Tenant therefore, alternatively the Landlord has the right to reinstate the premise to the state it was in at commencement of the lease, at the cost of the tenant, such costs will be deducted from the security deposit.

## **12. ALTERATIONS**

The Tenant shall not affect any alterations or additions, whether structural or not, to the Premises without prior consent of the Landlord, which consent may be given/withheld at the discretion of the Landlord.

## **13. INCOMING INSPECTION**

13.1 The Landlord or a representative and the Tenant shall jointly inspect the Premises prior to the Commencement Date. Should the Tenant fail to meet the Landlord at the Premises on the date and at the time arranged by both parties, the inspection will continue as normal.

13.2 Any defect or damage noted or found at the Premises shall be recorded in writing in a list of defects (Snag list), which shall be signed by the Tenant and submitted to LANDLORD and attached to this Agreement. The Tenant must obtain a copy of this Lease Agreement, once it has been signed by all parties.

13.3 The Premises are let and hired in the condition in which they are at the Commencement Date, without any warranty express or implied, as to the absence of latent or patent defects therein, but subject always to the Tenant's maintenance obligations in terms of Clause 14 below.

13.4 The Snag list must be submitted to the Agent by the Tenant within (7) seven days of the Commencement Date. Let it be noted that should the Tenant not furnish LANDLORD with a detailed snag list in writing, it will be accepted that there were no faults. Should further faults be discovered after the initial snag list has been submitted, such faults must also be recorded in writing.

## **14. MAINTENANCE BY THE TENANT**

The Tenant shall for the duration of the Lease Period and at his own cost, maintain the interior and all the fixtures and fittings therein of the Premises in a state of good repair, fair wear and tear accepted, and shall on termination of this Agreement re-deliver the premises to the Landlord in the same condition as it existed on the commencement Date.

14.1 The Tenant's maintenance obligations in terms of his clause shall include but not be limited to:

14.1.1 The repair or replace of any door handles, locks and keys, glass, furniture and fittings, window fasteners, electrical fittings, baths, basins, sanitary ware, water taps, burglar alarms, automated gates/garage doors, sprinkler systems and any other items within the premises, which are damaged by the Tenant. The Tenant shall also replace at his expense, any light bulbs, fluorescent tubes, tap washers, geyser elements and water ballasts on the Premises.

14.1.2 Keep and maintain all sewerage pipes, water/downpipes and drains free of obstruction and blockage and shall remove, at his cost, any blockage or obstruction therein.

## **15. MAINTENANCE OF GARDEN**

15.1 The Landlord/Body Corporate shall keep the grounds (if any) of the Premises in a clean, tidy condition, free from all litter, and keep the hedges trimmed, keep the lawn watered and mowed, keep the flowerbeds watered, neat and free from weeds. The Tenant shall not cut or remove trees or plants or effect any alterations to the garden, without the Landlord's prior written consent.

## **16. DAMAGE TO THE PREMISES BY THE TENANT, VISITORS, FAMILY**

16.1 The Tenant shall repair any damage caused to the Premises and its contents (i.e. furniture etc..) during the Lease Period immediately upon called to do so.

16.2 The Tenant shall not knowingly or negligently cause or allow to be caused any obstruction or blockage of any sewerage pipes, drains and other supply equipment and installations serving the Premises and shall remove at his own cost any obstruction or blockage which occurs in such pipes or drain as a result of his actions and, where necessary, shall cause, at his own cost, such sewer, pipe or drain to be repaired.

## **17. INSURANCE**

17.1 The Tenant shall not do or permit to be done any act which may render the Landlord's insurance of the Premises against risk of loss or damage attributed to any of the clauses insured against which may increase the rate of premium payable by the Landlord in respect of the Premises with regard to such insurance.

17.2 The Tenant shall be responsible for insuring his personal property brought onto the Premises. The Landlord shall not be responsible for any loss, theft or damage to the Tenant's property, regardless of how such loss, theft or damage is caused.

## **18. NUISANCE**

The Tenant shall not act, nor permit any act, in relation to the Premises that may be a source of annoyance or nuisance or cause damage or disturbance to the occupants of any neighbouring premises or properties. The tenant, by signing this document, accepts that he has read and understands the Conduct rules of the development.

## **19. INSPECTION OF PREMISES DURING THE LEASE PERIOD**

The Landlord shall, at all reasonable times during the lease Period and with prior arrangement with the Tenant be entitled to have access to and inspect the premises. This will normally be done on a six monthly basis.

## **20. COMPLIANCE WITH LAWS AND RULES**

20.1 The Tenant shall at all times for the duration of the Lease Period observe and comply with all applicable laws, statutory, municipal, other by-laws and regulations. The Conduct Rules in relation to the control, management, administration, use and enjoyment of the Premises are annexed hereto.

20.2 The Tenant shall at all time for the duration of the Lease period, observe and comply with the rules and regulations where applicable and attached hereto, should any charges be applied by the estate for any rules broken or mis-conduct these charges will be passed directly to the Tenant, should the tenant fail to pay, these will be deducted from the deposit.

## **21. LANDLORD'S MAINTENANCE OBLIGATIONS**

The Landlord shall at his cost keep and maintain in good order and condition, fair wear and tear accepted, the exterior of the Premises, save where the tenant or other resident of the unit has been the cause of the problem.

## **22. SUBLETTING, CESSION AND ASSIGNMENT**

The Tenant shall not be entitled to cede or assign this Lease Agreement, nor sublet the premises, nor part with possession of the premises, nor place any person in occupation of the premises, or any portion thereof, without the prior written consent of the Landlord.

## **23. RENEWAL PERIOD**

The Tenant may apply to the Landlord, in writing, for the Lease Period to be renewed, provided such written application is received at least **2 (two) calendar months prior** to the Renewal Period. Any renewal of the Agreement will be entirely at the Landlord's discretion and on the terms to be negotiated between the Tenant and the Landlord which terms should be reduced to writing.

## **24. INDEMNITY**

The Tenant hereby indemnifies the Landlord for any loss or damage to property or injury to persons suffered on the Premises as a result of any act or omission by the Landlord or its servants or agents.

## **25. DESTRUCTION OR DAMAGE**

25.1 Should the Premises or any of its contents at any time during the Lease Period be destroyed or be so damaged, by whatever cause, as to deprive the Tenant of the beneficial use of the Premises, then this Agreement shall terminate, and each party shall remain liable for its obligations in terms of the agreement up to the date of such termination but, save for the aforesaid and subject to clause 25.5 below, neither Party having any further claim against the other.

25.2 In the event however of the Premises being only partially damaged by any cause aforesaid, then this Agreement shall continue in force and effect and the Landlord shall, as soon as is reasonably possible, repair such damage. The Tenant shall be entitled to a reduction of rent during the period in which the Premises are not wholly suitable for occupation. If agreement cannot be reached, the Parties shall agree on an independent third party to decide upon such reduction.

25.3 Notwithstanding the provisions of clause 25.2, the Tenant shall in the event of the Premises being only so partially damaged, continue to pay the full amount of rent until such time as the reduction of rent is determined by the Landlord.

25.4 After the amount of the reduced rent has been determined, the Landlord shall credit the Tenant with such amount as the Tenant may have paid in excess of the reduced rent.

25.5 The provisions of clause 25.1 above shall not prejudice any claim which the Landlord may have against the Tenant where any destruction of or damage to the Premises is caused by the act or negligence of the Tenant or of any person whose action the Tenant shall be responsible for.

## **26. OUTGOING INSPECTION**

26.1 The Landlord/ or representative and the Tenant shall, on the termination of this Agreement jointly inspect the Premises for any damage thereto at a prearranged time on the last day of the Lease or prior should such be agreed between the parties.

26.2 The Tenant shall ensure that the Premises shall be vacant at the time of such inspection.

26.3 The tenant hereby accepts that any decision on damage to the property will be the sole right of the Landlord.

26.3 Should the Tenant house any pet at the property during the currency of this Lease the Landlord shall have the right to have the property professionally fumigated at the Tenant's expense.

## **27. REPAYMENT OF DEPOSIT**

27.1 Should no amounts be owing by the Tenant to the Landlord either for monies owing and unpaid in terms of this Agreement, or for the costs or repair in terms of clause 26.3, then the deposit will be paid to the Tenant within 10 (ten) working days after the termination of this Agreement.

27.2 Should the Landlord deduct the reasonable cost of repairing damage caused to the Premises or any monies owing by the Tenant in terms of this Agreement from the deposit, the balance of the deposit (if any) will be paid to the Tenant no later than 3 (three) days after the completion of repairs to the Premises.

27.3 Should the Tenant fail to attend the Outgoing Inspection as contemplated in Clause 26, then the Landlord shall, on termination of the Agreement, inspect the Premises within seven (7) days from the termination date in order to assess any damages or loss which occurred during the Lease Period. Without detracting from any other right or remedy which the Landlord may be entitled to in terms of this Agreement, the Landlord may deduct from the Tenant's deposit, the reasonable cost of repairing damage to the Premises and the cost of replacing lost keys. The balance of the deposit shall be refunded to the Tenant no later than 3 (three) working days after completion of repairs.

27.4 At the request of the Tenant, LANDLORD shall make all receipts/invoices that indicate the cost of the repairs effected in terms of clauses 27.2 and 27.3 herein available to the Tenant for inspection as proof of the costs incurred by the Landlord.

## **28. TERMINATION**

28.1 The Tenant shall not be entitled to terminate this Agreement before the initial lease period. In the event of the Landlord and Tenant agreeing on early termination (i.e. any period before the date stipulated in clause 2.3.1), the Tenant will be charged and herewith agrees on the liability of a 50% cancellation fee on the calculated rental that would have been paid on the balance of the Lease Period. Payment of the deposit, in the case of an early termination being agreed, will only be paid out once the full cancellation fee has been paid by the Tenant, failing which the Landlord reserves the right to withhold this for any and all inconveniences caused to the Landlord by the early termination.

28.2 The Landlord shall be entitled to terminate this Agreement on 2 (two) months written notice to the Tenant.

## **29. INTEREST**

Interest shall accrue on any outstanding payments due by the Tenant to the Landlord in terms of this agreement, at the rate of 2% per month compounded monthly in advance, from the due date to the date of actual payment.

## **30. BREACH**

30.1 Should any amount payable by the Tenant hereunder not be paid on due date or should the Tenant commit any breach of any other provision of this Agreement and should such amount not be paid or breach not be remedied, as the case may be, within 7 (seven) days of receipt of written notice either by hand or by email from the Landlord requiring the Tenant to make such payment or to remedy such breach, the Landlord shall be entitled to cancel this Agreement by notice given to the Tenant to such effect. Such cancellation to be without prejudice to any claim that the Landlord may have for any arrear

rental or such damage or cost which the Landlord may suffer by reason of such breach and/or cancellation.

30.2 In the event of the Landlord cancelling this Lease within his rights and in the event of the Tenant disputing the right to cancel and remain in occupation of the Premises, the Tenant shall, pending settlement of such dispute either by negotiation, litigation or by determination of the Rental Tribunal established under Section 7 of the Rental Housing Act, continue to pay an amount equivalent to the rent provided for in this Agreement and shall continue to pay, on due date any other amounts for which he is responsible and shall not in any way affect the Landlord's claim for cancellation.

30.3 Should the dispute be determined in favour of the Landlord, payment made and received in terms of clause 30.2 above, shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord but without prejudice to any other claim which the Landlord may have against the Tenant for damages or otherwise. Should the dispute be determined in favour of the Tenant, payments made and received by the Landlord in terms of clause 30.2 shall be deemed to be on account of the rent payable by the Tenant in terms of this Agreement.

30.4 Any notice which the Landlord requires to give to the Tenant, shall be deemed to have been validly given, if sent by prepaid registered mail to the Tenant at the property, or left by the Landlord or his Agent at such address, which notice shall be deemed to have been received 4 days after the posting by registered mail, or on the day the notice was delivered by hand.

### **31. CONSENT TO MAGISTRATE'S COURT JURISDICTION**

The Tenant consents to the jurisdiction of any Magistrate's Court with jurisdiction under section 28 of the Magistrate's Court Act 1944, in regard to any legal proceedings instituted by the Landlord in connection with this agreement provided that the Landlord shall be entitled to institute such proceedings in the High Court.

### **32. LEGAL COSTS**

Should the Landlord have to take legal action against the Tenant to enforce its obligations in terms of this Agreement, the Tenant shall pay all legal costs, including collection commission incurred by the Landlord on an attorney and own client scale.

### **33. NO VARIATION**

No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

### **34. INDULGENCES**

No relaxation, indulgence or concession granted by the Landlord in respect of any of his obligations hereunder shall constitute a novation of any part of this Agreement nor otherwise prejudice, derogate from, or affect, any rights which the Landlord may have against the Tenant.

### **35. GENERAL**

Should two or more persons sign this Agreement of Lease as Tenants, the said persons shall be jointly and severally liable in solidum for the due performance of the Tenants obligations, as the case may be, in terms of this Lease.

### **36. COSTS**

The Tenant shall be liable for the costs of preparation of this Agreement and stamp duty payable thereon, which shall be paid in advance on the date of signature hereof to the Landlord. The costs of preparation of this Agreement are R100.

**37. ACCEPTANCE**

The Landlord and the Tenant acknowledge that they have read and understood the contents of this Agreement of Lease, and that all queries relating thereto have been raised and explained by both parties.

**38. SPECIAL CONDITIONS**


\_\_\_\_\_ none \_\_\_\_\_  
\_\_\_\_\_

**39. BANK ACCOUNTS**

The deposit and monthly rental to be deposited in the following account:

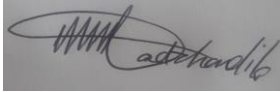
**Account Name:** CN Dlamini **Bank:** FNB **Account Number:** 62052081404  
**Branch Code:** 250 655

SIGNED BY THE LANDLORD AT  Boksburg  ON THIS  11  DAY OF  11  2020

LANDLORD 

WITNESS 

SIGNED BY THE TENANT AT  Boksburg  ON THIS  11  DAY OF  11  2020

TENANT 

WITNESS 

