



## LEASE AGREEMENT:SECTIONAL TITLE

between:

.....  
(the "LANDLORD")

Postal Address .....Code .....  
Physical Address.....  
Tel No.....(H).....(Business)  
Facsimile No.....Cell.....  
Identity No/Registration No.....  
Marital Status (if the LANDLORD is an individual).....

and

Name.....  
.....  
(the "TENANT")

Postal Address.....Code.....  
Physical Address.....  
Tel No.....(H).....(Business)  
Facsimile No.....Cell.....  
Identity No/Registration No.....  
Marital Status (if the TENANT is an individual).....

### 1 SCHEDULE

1.1 PREMISES: Terrace.....  
Apartment No.....  
Parking Bay Exclusive Use Area.....

1.2 PERIOD: This lease shall commence on .....and shall continue until terminated by either party giving one

calendar month written notice to the other in accordance with the provisions of paragraph 3 of annexure "A" provided that no such notice shall be given so as to expire before the last day of .....with an option to renew for a further.....thereafter. It is recorded that the minimum period of this lease shall be 6 (six) months

1.3 MONTHLY RENTAL: R.....

1.4 DUE DATE OF PAYMENT OF RENTAL: the first day of the month

1.5 DEPOSIT R.....

1.6 MAXIMUM NUMBER OF OCCUPANTS INCLUDING THE TENANT:

1.6.1 1 (ONE) BEDROOM- 3 (THREE) PERSONS

1.6.2 2 (TWO) BEDROOMS- 4 (FOUR) PERSONS

1.6.3 3 (THREE) BEDROOMS- 6 (SIX) PERSONS

1.7 Agent \_\_\_\_\_ of \_\_\_\_\_ Estate Agency

Fidelity Fund Certificate Number of Agent \_\_\_\_\_

Fidelity Fund Certificate Number of Estate Agency \_\_\_\_\_

Income Tax Number of Agent \_\_\_\_\_

Income Tax Number of Estate Agency \_\_\_\_\_

**ANNEXURE "A"****1 INTERPRETATION**

- 1.1 In this lease, unless otherwise indicated by the context:
- 1.1.1 "ACT" means the Sectional Titles Act No.95 of 1986 (as amended) and any regulations enforced thereunder, as read with the Sectional Title Schemes Management Act No. 8 of 2011 and all regulations thereto;
- 1.1.2 "AGENT" means the estate agent detailed in 1.7 of the schedule;
- 1.1.3 "ASSOCIATION" means the Westwood Estate Homeowners' Association NPC, Registration Number 2007/029481/08;
- 1.1.4 "BODY CORPORATE" means the Body Corporate of the SCHEME;
- 1.1.5 "DATE OF SIGNATURE" means the date of signature hereof by the last signing of the parties hereto;
- 1.1.6 "MANAGING AGENT" means Unlimited Townhouses cc, Registration Number 1991/31042/23
- 1.1.7 "PREMISES" means leased premises referred to in paragraph 1.1 of the Schedule;
- 1.1.8 "RULES" means the rules of the BODY CORPORATE, a copy of which is attached hereto marked Annexure "D"; may be purchased from the MANAGING AGENT;
- 1.1.9 "SCHEME" means \_\_\_\_\_Terrace Sectional Title Scheme, which is situated at \_\_\_\_\_ Flamethorn Drive, Westville
- 1.1.10 "THE ESTATE" means the Westwood Estate, which has been laid out on an immovable property described as Erf 3 Garden Park No 15308, and all subdivisions thereof;
- 1.1.11 the respective parties are designated as set out in brackets after their respective names in the heading to this agreement;
- 1.1.12 Clause headings in this agreement are for convenience only and shall not be taken into account in the interpretation hereof;
- 1.1.13 This lease shall be interpreted and applied according to the South African laws;
- 1.1.14 In this agreement, words importing a particular gender shall be deemed to include the other genders, words importing natural persons shall be deemed to include corporate bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and *vice versa*.

**2 LEASE**

The LANDLORD hereby lets to the TENANT, who takes on hire, the PREMISES.

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**3 PERIOD**

- 3.1 This lease shall be a monthly tenancy subject, however, to the minimum period stipulated in clause 1.2 of the Schedule.
- 3.2 Any notice in terms of clause 1.2 of the Schedule shall be given so as to be delivered before 16h00 on the last business day of the month prior to the month in which the tenancy is to terminate :
- 3.2.1 by the LANDLORD to the TENANT at the PREMISES;
- 3.2.2 by the TENANT to the LANDLORD at the address referred to in the heading to this lease agreement.

**4 RENTAL PAYABLE**

- 4.1 The monthly rental is that recorded in clause 1.3 of the Schedule and shall be paid in advance on the first day of each and every month as stipulated in clause 1.4 of the Schedule without deduction or demand, in terms of clause 4.5 below.
- 4.2 After the expiry of the minimum period stipulated in clause 1.2 of the Schedule, the LANDLORD shall be entitled to increase the monthly rental payable by the TENANT by giving the TENANT one (1) calendar month's written notice of such increase. Such notice shall be given so as to be delivered to the TENANT at the PREMISES before 16h00 of the last business day of the month but one prior to the month in which the increases or the increase is to be effective.
- 4.3 If, at any time during the currency of this lease, the sectional title levy/rates are increased, the LANDLORD shall be entitled to recover from the TENANT such increases with effect from the date upon which same became effective.
- 4.4 Payments of rentals received after the 1<sup>st</sup> day of the month in respect of which the rental is due, shall be subject to a surcharge of R 100,00 (ONE HUNDRED RANDS) and thereafter 32% (THIRTY TWO PERCENT) interest on arrears to cover collection fees and/or additional administration costs. The TENANT shall on demand pay such surcharge to the LANDLORD or the Estate Agent, acting on behalf of the LANDLORD.
- 4.5 The TENANT shall make payment by means of electronic funds transfer to the LANDLORD's bank account which shall be furnished on the date of signature of this lease agreement, however, where the TENANT makes payment by cheque in respect of any rental and the TENANT's cheque is for any reason thereafter not met on presentation, then entirely without prejudice to the LANDLORD's rights, the TENANT hereby authorises the LANDLORD to deduct the payment forthwith from any deposits held in terms of clause 1.5 above.

4.6 All charges for the use and consumption of electricity and water shall be borne by the TENANT.

4.7 No liability shall rest upon the LANDLORD for any interruption or failure of the electrical and/or water services to the PREMISES irrespective of the cause thereof, or for any consequential damage or inconvenience the TENANT may suffer by reason of such failure or interruption.

## 5 **WITHHOLDING OF PAYMENTS**

The TENANT shall not be entitled to withhold or delay payment of any amounts due to the LANDLORD in terms of this lease agreement and the TENANT hereby abandons all or any rights of set-off.

## 6 **USE OF THE PREMISES**

6.1 The TENANT shall use the PREMISES solely and exclusively as a private dwelling and for no other purposes whatsoever.

6.2 The TENANT or any member of his family or any visitor of the TENANT shall in no way inconvenience, trouble or interfere with any of the other occupants of the property. Should the LANDLORD at any time regard the behaviour of the TENANT or any member of his family or any of the TENANT's visitors as objectionable, the LANDLORD shall have the right to terminate this agreement as hereinafter provided.

6.3 The TENANT shall not permit more than the number of people set out in clause 1.6 of the Schedule, including the TENANT to occupy the PREMISES on a permanent basis.

## 7 **OBLIGATIONS OF THE TENANT**

The TENANT -

7.1 shall keep the PREMISES in good, secure, clean and thoroughly tenantable order and condition to the satisfaction of the LANDLORD and, on termination of this lease, shall restore the PREMISES to the LANDLORD in good order and condition as that in which they were at the commencement of this lease, fair wear and tear only excepted.

7.2 shall not cede or assign this lease nor sub-let nor permit anyone else to occupy or part with possession of the PREMISES or any part thereof except with the MANAGING AGENT'S prior written consent.

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- 7.3 shall not, without the prior written consent of the LANDLORD, make any alterations to the PREMISES. If alterations are effected with the consent of the LANDLORD the TENANT may remove the same during the period of the lease but not after the termination thereof for whatever reason and the TENANT shall have no claim for compensation for any alteration not then removed and shall, in any event, make good to the LANDLORD any damage caused by such removal. The LANDLORD may insist that such alterations be removed at the termination of the lease and that the PREMISES be restored to their original condition.
- 7.4 shall not drive screws or nails into fixtures, fittings, ceilings, walls, doors or floors of the PREMISES nor deface the same, without the prior written consent of the LANDLORD having been obtained.
- 7.5 shall not erect any antenna on the roof or walls of the property nor allow any such antenna to protrude from any window of the PREMISES.
- 7.6 shall not fix or install fixtures or fittings such as blinds, sun shades, lighting equipment, air conditioning equipment or fitted fans except with the prior written consent of the LANDLORD. The TENANT shall furthermore not be allowed to remove such items already installed in the PREMISES.
- 7.7 shall hang washing, clothing and carpets only in the area specifically designated therefor on the PREMISES.
- 7.8 shall not be entitled to hold any auction sale on the PREMISES under any circumstances;
- 7.9 shall not do nor permit to be done anything upon the PREMISES, which shall be a breach of the law including any Statute, Ordinance or Municipal or other by-law affecting the PREMISES.
- 7.10 without derogating from the generality of the provisions of 7.1 shall: -
- 7.10.1 comply with all sanitary by-laws affecting the PREMISES, and shall keep and maintain all plumbing, sanitary and sewerage equipment and connections in good working order and condition and shall clear all drains on the PREMISES or serving the same which may become obstructed;
- 7.10.2 keep and maintain in good order and condition all locks, keys fasteners and conveniences, windowpanes, plate glass, electrical and mechanical installations, doors, partitions, flooring, plastering and finishings of all descriptions, repair and replace all fluorescent tubes, ballasts and electrical globes;
- 7.10.3 not bring onto the PREMISES any timber or other material, which is infested with any wood boring or destroying or other insect pest of any kind. In the event of the TENANT being in breach of this clause, the LANDLORD shall be entitled, in addition to and without prejudice to any other rights hereunder or at law, to call upon the TENANT forthwith to cause the PREMISES and improvements

on the PREMISES to be fumigated and treated for such insect infestation to the satisfaction of any authority on pest control approved by the LANDLORD, and to restore any part of the PREMISES which may have been infested or damaged;

- 7.10.4 cause all refuse to be removed from the PREMISES and the PREMISES cleaned and made tidy before surrendering possession thereof, which PREMISES shall not be deemed to be handed over until this condition has been complied with, notwithstanding that the LANDLORD may have received the keys thereof;
- 7.10.5 not permit the storage of any article on the PREMISES, which may result in the insurance premiums in respect of any insurance of the PREMISES being increased;
- 7.10.6 not permit anything to be done which may result in any insurance policy held by the LANDLORD for the time being in respect of the PREMISES being rendered void or voidable;
- 7.11 shall inspect and advise the LANDLORD within 7 (seven) days after the commencement date of any structural defects in the PREMISES or of any keys, locks, windows, electrical installation, fittings and furniture which are in a defective state or are missing and the absence of such notice shall constitute a *prima facie* proof of the absence of any defects or missing articles and of good condition of the PREMISES, it being recorded that the inspection referred to herein is required to be carried out in terms of Section 5(3)(e) of the Rental Housing Act No. 50 of 1999;
- 7.12 undertakes and shall be obliged, with effect from the date of commencement of the lease, to abide by Homeowners' Manual a copy of which is to be purchased from the MANAGING AGENT and which the TENANT acknowledges that he has read and understood and to ensure that all the nominees, invitees and other persons who occupy the PREMISES by virtue of the TENANT's rights, do likewise;
- 7.13 shall not allow any pets on the PREMISES without the consent of the LANDLORD and/or the Trustees of the BODY CORPORATE;
- 7.14 shall, at all times, comply with the RULES of the BODY CORPORATE and the provisions of the ACT;
- 7.15 shall be obliged, at its costs, to obtain any electrical certificate of compliance as may be required in terms of the applicable electrical installation regulations, in respect of its occupation of the PREMISES, the LANDLORD being entirely free from any obligations in this regard.

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**8 LANDLORD'S RIGHTS AND OBLIGATIONS**

The LANDLORD -

8.1 and his agents shall be entitled to enter upon the PREMISES at all reasonable times for the purpose of inspecting the PREMISES or showing the PREMISES to any prospective purchaser or tenant.

8.2 and his workmen, caretaker or agents shall be entitled, at all reasonable times, to enter into or upon the PREMISES to do and carry on any work that may be required to be done to the PREMISES and to make improvements thereto without hinderance or interference on the part of the TENANT, and the TENANT shall not be entitled to claim any reduction or remission of rental by reason of the exercise by the LANDLORD of his rights hereunder. In the event of any damage having been caused to the PREMISES for which the TENANT is responsible under this agreement or in the event of any failure by the TENANT duly to carry out any of the terms of this agreement at any time during the period of this lease, the LANDLORD shall be entitled, in addition to and without prejudice to any other rights hereunder or in law, to call upon the TENANT to effect such repairs within 14 (fourteen) days of written notice, and in default thereof, the LANDLORD shall be entitled, without prejudice to his rights aforesaid, to enter upon the PREMISES to carry out at any time during the period of this lease such repairs or do or perform such acts, matters or things omitted by the TENANT and to recover the reasonable cost to the LANDLORD thereof from the TENANT.

**9 EXTERIOR OF THE PREMISES**

As the PREMISES constitute a unit in a sectional title scheme, it is recorded that the BODY CORPORATE shall be liable to maintain the exterior of the PREMISES (save for the doors, windows and any other appurtenances for which the TENANT is liable) and the roof thereof in good order and condition. The TENANT shall give the LANDLORD notice of any repairs that the TENANT believes need to be effected to the exterior of the PREMISES which the LANDLORD shall, in turn, bring to the attention of the BODY CORPORATE, the LANDLORD having no further obligation in this regard. The TENANT shall be responsible for maintaining the exterior of the PREMISES in a clean and tidy condition. The TENANT shall under no circumstances be entitled to withhold due payment of rental or to an abatement thereof on the grounds of the PREMISES or any part thereof being defective.

**10 DESTRUCTION OR DAMAGE TO PREMISES**

10.1 Should the PREMISES be destroyed or damaged to any extent which renders the PREMISES substantially untenable, either party shall have the right within 14 (fourteen) days of the occurrence of the event causing such destruction or damage to declare this agreement cancelled, in which event the TENANT shall have no claim of whatever nature against the LANDLORD as a result of such destruction, damage, cancellation or termination.



10.2 Should a dispute arise between the LANDLORD and the TENANT in respect of any matter arising out of 10.1 including any dispute as to any interpretation or application of 10.1, then such dispute shall be settled by the LANDLORD's architect, acting as an expert and not as an arbitrator, whose decision shall be final and binding on both parties.

## 11 **BREACH**

11.1 Should the TENANT fail to make payment of any amount due in terms of this agreement or commit any breach of any of the terms and conditions of this agreement and fail to remedy such breach within 7 (seven) days of the posting of written notice to do so, the LANDLORD shall have the right to cancel this agreement forthwith without notice to the TENANT and without prejudice to the LANDLORD's claim for the arrear rent, damages or otherwise and further without prejudice to the LANDLORD's rights to enforce specific performance or fulfilment of any of the terms and conditions of this agreement which may have been breached by the TENANT or otherwise and the LANDLORD shall have the right to take whatever action may be necessary for the immediate ejection of the TENANT from the said PREMISES, without prejudice to the LANDLORD's rights to claim any rental already due and such further damages as the LANDLORD may sustain or may have sustained by the reason of the TENANT's breach of the terms and conditions of the lease agreement, including any legal charges or whatever nature in connection therewith.

11.2 In the event of the LANDLORD cancelling this lease and the TENANT disputing the LANDLORD's right to do so and remaining in occupation of the PREMISES, the TENANT shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the LANDLORD an amount equivalent to the monthly rental and other sums payable hereunder on the date or dates on which such sums would have been due but for the cancellation, and the LANDLORD shall be entitled to accept and recover such payments. The acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the LANDLORD's cancellation. Should the dispute be determined in favour of the LANDLORD, the payments made and received in terms of this clause shall be deemed to be amounts paid by the TENANT on account of damages suffered by the LANDLORD by reason of the cancellation of the lease and/or unlawful holding over by the TENANT.

## 12 **DOMICILIUM**

12.1 Any notice to be given by either party to the other in terms of or for the purposes of this agreement shall be in writing and shall be delivered or sent by prepaid registered post and addressed:-

12.1.1 to the TENANT at the PREMISES

12.1.2 to the LANDLORD at the address referred to at the heading of this agreement or such other address as the LANDLORD may from time to time notify the TENANT in writing

which addresses the TENANT and the LANDLORD choose as their respective domicilia citandi et executandi.

12.2 All notices addressed to the TENANT or LANDLORD in accordance with the provisions of 12.1 shall be deemed to have been delivered to the parties hereto 3 (three) days after such posting by registered post.

### 13 DEPOSIT

13.1 The TENANT shall, on signing hereof, pay a deposit stipulated in clause 1.5 of the Schedule to the LANDLORD, which deposit may be increased from time to time to equal.....( ) months rental. The LANDLORD shall have right to apply the whole or any portion of the deposit towards payment of any liability of whatsoever nature for which the TENANT is responsible. If the whole or any portion of the deposit is so applied, the LANDLORD shall notify the TENANT in writing and the TENANT shall immediately reinstate the deposit to its original amount. The deposit shall be retained by the LANDLORD or its agent until the expiry of this lease or any renewal thereof, the vacating of the PREMISES by the TENANT and the complete discharge of all the TENANT's obligation to the LANDLORD arising from this lease, or a cancellation or termination hereof. The TENANT shall not be entitled to set off against the deposit, any rental or other amount payable by him.

13.2 The parties record for the purposes of the Rental Housing Act of 1999 that the said deposit is to be invested on behalf of the TENANT and interest thereon is to accrue for the benefit of the TENANT.

13.3 At the expiration of the lease, the LANDLORD and the TENANT shall arrange a joint inspection of the PREMISES at a mutually convenient time to take place within a period of 7 (seven) days prior to the expiration with a view to ascertaining if there was or is any damage caused to the PREMISES during the TENANT's occupation thereof.

13.4 At the expiration of the lease, the LANDLORD may apply such deposit and interest towards the payment of all amounts for which the TENANT is liable under this lease, including but not being limited to the reasonable cost of repairing damage to the PREMISES during the lease period and the cost of replacing the lost keys. The balance of the deposit and interest, if any, shall then be refunded to the TENANT by the LANDLORD by not later the 14 (fourteen) days of restoration of the PREMISES by the LANDLORD.

13.5 The relevant receipts which indicate the costs which the LANDLORD incurred, as contemplated in 13.4 above, must be available to the TENANT for inspection as proof of such costs incurred by the LANDLORD.

13.6 Should no amounts be due and owing to the LANDLORD by the TENANT in terms of this lease, the

deposit, together with accrued interest in respect thereof, shall be refunded by the LANDLORD to the TENANT, without any deduction or set off, within 7 (seven) days of expiration of the lease.

- 13.7 Failure of the LANDLORD to inspect the PREMISES in the presence of the TENANT, as contemplated in paragraph 13.3 hereof, is deemed to be an acknowledgement by the LANDLORD that the PREMISES is in good state of repair, and the LANDLORD will have no further claim against the TENANT who must then be refunded the full deposit, together with interest by the LANDLORD within 7 (seven) days of expiration of the lease.
- 13.8 Should the TENANT fail to respond to the LANDLORD's request for an inspection, as contemplated in 13.3 above, the LANDLORD must, on expiration of the lease inspect the PREMISES within 7 (seven) days from such expiration in order to assess any damages or loss which occurred during the tenancy. The LANDLORD may in such circumstances, without detracting from any other right or remedy, deduct from the TENANT's deposit and interest, the reasonable costs of repairing damage to the PREMISES and the costs of replacing the lost keys. The balance of the deposit and interest, if any, after deduction of the amounts contemplated herein, must then be refunded to the TENANT by the LANDLORD not later than 21 (twenty one) days after expiration of the lease. The relevant receipts, which indicate the costs, which the LANDLORD incurred, as contemplated herein, must be available to the TENANT for inspection as proof of such costs incurred by the LANDLORD.
- 13.9 For the purposes of this clause 13, should the TENANT vacate the PREMISES before the expiration of the lease, without notice to the LANDLORD, the lease shall be deemed to have expired on the date the LANDLORD established that the TENANT has vacated the PREMISES but in such event, the LANDLORD shall retain all his rights arising from the TENANT's breach of the lease.

#### 14 **DISCLAIMER OF RESPONSIBILITY**

Notwithstanding anything to the contrary in this agreement contained:

- 14.1 The LANDLORD shall not under any circumstances be liable for any damage to or loss of any property to whomsoever it may belong which is upon the PREMISES or any injury to any person who might at any time be upon the PREMISES and the TENANT hereby accepts responsibility for and indemnifies the LANDLORD and her employees or agents against any claim by any person in respect of any such damage, loss or injury.
- 14.2 The TENANT hereby acknowledges that the TENANT shall not under any circumstances have any claim or right of action whatsoever against the LANDLORD for damages, loss or otherwise, nor be entitled to withhold or defer payment of rent by reason of the PREMISES being in defective condition or falling into disrepair.

**15 MEMBERSHIP OF WESTWOOD ESTATE HOMEOWNERS' ASSOCIATION**

It is hereby recorded that the LANDLORD is a member of the ASSOCIATION within the meaning of and subject to the conditions set out in the ASSOCIATION's Memorandum and Articles of Association and the TENANT and all persons deriving use of the ESTATE or any part thereof through him will, from the date of commencement of this lease, duly comply with all the obligations imposed upon members under the ASSOCIATION's Memorandum and Articles of Association.

**16 COMMISSION**

16.1 The LANDLORD and TENANT hereby agree that the AGENT was responsible for introducing the TENANT to the LANDLORD and were also the effective cause of this transaction.

16.2 The LANDLORD shall pay to the AGENT a commission at the rate of \_\_\_% (including Value Added Tax) on the amount of R\_\_\_\_\_ being the total monthly rental (hereinafter referred to as "the commission").

16.3 The AGENT shall be entitled to deduct commission from every month's rental payment in respect of the fixed period and renewal period where applicable.

16.4 The LANDLORD hereby acknowledges and agrees that the AGENT shall be entitled to payment of the commission equal to.....% (.....percent) of the monthly rental received by the LANDLORD, such commission to be paid immediately after receipt of such rental by the LANDLORD. Should rental be payable to the AGENT offices, the LANDLORD hereby authorises entirely without prejudice to the rights of the AGENT to deduct the said commission from monthly rental payments payable by the TENANT.

16.5 Notwithstanding anything to the contrary herein contained, in the event that the TENANT fails to pay any rental timeously or at all or fails to make any other payment in terms of this Agreement, or fails to return the PREMISES to the same condition that existed at the commencement date, then the LANDLORD shall not be entitled at any time to claim a remission or reduction of any commission and shall have no other claim of whatsoever nature against the AGENT arising therefrom.

16.6 Should the TENANT renew this Agreement as aforesaid, then the same terms and conditions contained herein apply.

16.7 Should the TENANT, the TENANTS's spouse, or any other direct family member or relative of the TENANT, or other occupant, or juristic person of whom the TENANT is either a Trustee, a founder/settlor, a beneficiary, a member, an owner, a director, a shareholder, or is in any other way related to the TENANT, purchase the PREMISES, the LANDLORD shall pay a commission of 5% of the purchase price to the agents.

- 16.8 The AGENT hereby warrants the validity of his/her/its Fidelity Fund Certificate (issued in terms of the Property Practitioners Act 22 of 2019), as at the DATE OF SIGNATURE.

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**17        WHOLE AGREEMENT**

- 17.1       This agreement constitutes the entire contract between the parties and the TENANT acknowledges that the TENANT has not relied upon any verbal representations or warranties made or given to the TENANT by the LANDLORD or any of her agents, save insofar as such warranties or representations are set out herein.
- 17.2       No amendment, additions to, variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

**18        INDULGENCES**

It is agreed that any indulgences shown, extension given or right waived whether relating to the payment of rent or any other matter or thing hereunder shall in no way operate as an estoppel against the LANDLORD, or in any way limit her rights hereunder or modify or alter the same, and the LANDLORD shall be entitled at any time to exercise her rights hereunder as though no indulgence was shown, extension given or right waived.

**19        JURISDICTION**

The TENANT hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or application arising out of this agreement. The LANDLORD shall nonetheless be entitled in his discretion to bring proceedings in any other Court of competent jurisdiction.

**20        COSTS**

- 20.1       The costs of and incidental to the preparation of this lease, including stamp duties, shall be borne by the TENANT.
- 20.2       If the TENANT should breach any terms of this agreement and the LANDLORD consults an attorney in regard thereto, all costs (including collection commission) of such attorney, on the attorney and own client scale, shall be refunded to the LANDLORD by the TENANT irrespective of whether or not an action is instituted or an application made.

**21        BENEFICIAL OCCUPATION**

Should the TENANT take occupation of the PREMISES prior to the date of commencement of this lease, he shall be liable for payment of pro rata rental which shall be calculated from the date of occupation to the date of commencement of this lease.

**22 RENEWAL**

22.1 Provided the TENANT shall have faithfully carried out and performed all the terms and conditions contained in this lease, the LANDLORD hereby grants to the TENANT an option to renew this lease for a period of .....( ) month/s.

22.2 The TENANT shall exercise this option by giving written notice to the LANDLORD not later than 3 (THREE) calendar months prior to the expiry of the initial period, failing which the option shall lapse.

22.3 The LANDLORD shall negotiate the terms of the renewal between the parties to reach agreement as to the monthly rental payable by the TENANT during the renewal period and the other terms relating to the renewal of the lease. Failing agreement by the parties as to the terms of the lease agreement, the matter shall be referred to the Estate Agents Board, whose decision shall be final and binding on the parties.

SIGNED by the LANDLORD at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED by the TENANT at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

**SCHEDULE OF ANNEXURES**

ANNEXURE "A"	CONDITIONS OF LEASE
ANNEXURE "B"	UNDERTAKING BY OCCUPANTS
ANNEXURE "C"	TENANT ACCESS CARD APPLICATION
ANNEXURE "D":	RULES OF THE SCHEME
ANNEXURE "D"	IMMOVABLE PROPERTY CONDITION REPORT – SECTION 67 OF THE PROPERTY PRACTITIONERS ACT 22 OF 2019



**UNDERTAKING BY OCCUPANTS**

The Board or Trustees/ Directors ..... Body Corporate/ Westwood Estate Homeowners Association.

I, the undersigned..... (“the Occupant”) do hereby confirm that I have entered into a lease with the owner (duly represented by the Letting Agent, if applicable) of Apartment No..... (“the premises”) in terms whereof I shall be occupying the premises during the period from ..... to ..... (inclusive).

I hereby undertake to the Body Corporate and/or the Homeowners Association, as the case may be, that:

1. I, as well as any other occupant/s (which shall include visitors and guests) who shall occupy the premises during the aforesaid period shall abide by all the terms and conditions contained in the Homeowners Manual and the Body Corporate Rules; and
2. I, as well as any other occupants/s, (which shall include visitors and guests), who shall occupy the premises during the aforesaid period, shall abide by the terms and conditions of any regulations and/or directions that may be imposed by the Board of Trustees or the Board of Directors, as the case may be, from time to time, in the same manner as if I were the owner or the premises.

I agree that the Body Corporate and/or the Homeowners Association, as the case may be, shall be entitled (without prejudice to its rights against the Owner) to exercise its rights against me as well as against any other occupant/s of the premises during the aforesaid period should I (or any other occupant/s of the premises during the aforesaid period) breach any of the aforesaid Rules and/or regulations and/or directions. I further agree that the owner may recover all costs and/or fines from me in respect of my occupation.

Full Name:.....

I.D. Number:.....

Telephone No:.....

Normal Residential Address:.....

Postal Address:.....

Vehicle Registration No:.....

Number of occupants who shall be occupying the premises:.....

Letting Agent: ..... Phone Number: ..... Should you not have made the use of a Letting Agent, kindly give full details of how you found the apartment:.....

**Dated at ..... on this..... day of .....200...**

Signature of occupant: .....

Witness:.....

**WESTWOOD ESTATE : ACCESS CARD APPLICATION**

**PLEASE READ CAREFULLY:**

1. ATTACH COPIES OF ID DOCUMENTS AND PLACE IN THE COLLECTION BOX AT SECURITY (EXIT BOOM SIDE)
2. DO NOT HAND TO SECURITY GUARDS
3. OR FAX TO HOWARD: 031-266 0719
4. IF YOU ARE A TENANT ATTACH A COPY OF YOUR SIGNED WESTWOOD ESTATE LEASE AND UNDERTAKING BY OCCUPANT AVAILABLE AT

<b>OFFICE USE ONLY</b>	<b>OWNER</b>	<b>RESIDENT</b>	<b>DOMESTIC</b>
	YES	NO	
WWW LEASE			
UNDERTAKING			
ID			
EMAILED TRUSTEES			
OTHER			

<http://www.westwoodestate.co.za/documents.php> OR HOWARD: 031-266 0719

Every card attracts a non-refundable fee. (Tenants are required to be in possession of access card/s). Please note: No cash payments will be accepted. Payment will be made by debiting owners Levy account. (Unlimited Townhouses Priehehan Naidoo – Telephone 032-945 0626)

**NOTE: An access card issued to an individual is for the use of that individual only. Any card lent to or used by any person other than that individual is a breach of security, and the lender/user will be liable to sanctions.**

The following access cards are requested:

APPLICATION IS IN RESPECT OF (please circle whichever is applicable):

<b>OWNER:</b>	<b>YES/NO</b>	<b>TENANT</b>	<b>YES/NO</b>	<b>DOMESTIC WORKER</b>	<b>YES/NO</b>
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<u>SURNAME</u>	<u>FIRST NAME</u>	<u>ID NO</u> <u>PASSPORT NO</u>	<u>COMPLEX</u>	<u>UNIT</u> <u>NUMBER</u>	<u>CARD</u> <u>NUMBER</u> <u>[OFFICE USE</u> <u>ONLY]</u>

Copy of ID is attached.

I AUTHORISE THE COST(S) OF THE CARD AT R..... EACH TO BE DEBITED TO MY LEVY ACCOUNT.

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_ CONTACT CELL NO.: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Homeowner

Issued:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Recipient

Access Clerk (Security)

**IMMOVABLE PROPERTY CONDITION REPORT****1. Disclaimer**

This condition report concerns the immovable property situated at \_\_\_\_\_, (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective tenant may wish to obtain prior to concluding an agreement of lease in respect of the Property.

**2. Definitions**

2.1 In this form –

2.1.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

**Disclosure of information**

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective tenant of the Property may rely on such information when deciding whether, and on what terms, to lease the Property. The owner hereby authorises the appointed property practitioner marketing the Property for lease to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated lease of the Property.

**3. Statements in connection with Property**

	YES	NO	N / A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the septic or other sanitary disposal systems			

I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or effects in drain tiling or sump pumps			
I am aware of structural defects in the Property			
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
I am aware that remodelling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

4. **Provision of additional information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

<b>ADDITIONAL INFORMATION</b>
<b>THE PROPERTY CONSTITUTES A SECTIONAL TITLE UNIT</b>

5. **Owner's certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

6. **Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

7. **Notice regarding advice or inspections**

Both the owner as well as potential lessee of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of lease to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

8. **Lessee's acknowledgement**

The prospective lessee acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and noncompliance aspects concerning, the property. The prospective lessee acknowledges receipt of a copy of this statement.

Signed at \_\_\_\_\_ on \_\_\_\_\_

Signature of owner \_\_\_\_\_

Signature of Lessee \_\_\_\_\_

Signature of property practitioner \_\_\_\_\_