

BLUE MOUNTAIN CARENET RETIREMENT ESTATE PROPERTY OWNERS' ASSOCIATION (RF) NPC

REGISTRATION NO. 2006/028242/08

LEASE AGREEMENT

ENTERED INTO AND BETWEEN

"THE LANDLORD / LESSOR"

(FULL NAME OF LESSOR AND IF A LEGAL ENTITY, THE FULL NAME OF THE ENTITY WITH REGISTRATION NUMBER AND FULL NAME OF PERSON DULY AUTHORISED TO ENTER INTO THE AGREEMENT ON BEHALF OF THE LESSOR)

AND

"THE TENANT / LESSEE"

ID / CC / (PTY) LTD / TRUST REGISTRATION NUMBER:

(delete which is not applicable)

(FULL NAME OF LESSEE AND IF A LEGAL ENTITY, THE FULL NAME OF THE ENTITY WITH REGISTRATION NUMBER AND FULL NAME OF PERSON DULY AUTHORISED TO ENTER INTO THE AGREEMENT ON BEHALF OF THE LESSEE)

TABLE OF CONTENTS

1. SCHEDULE
2. DEFINITIONS
3. INTERPRETATION
4. LEASE
5. LEASE PROCEDURES
6. DURATION OF INITIAL PERIOD
7. USE OF THE PREMISES
8. BLUE MOUNTAIN CARENET RETIREMENT ESTATE PROPERTY OWNERS' ASSOCIATION RULES AND REGULATIONS
9. MONTHLY RENTAL
10. DEPOSIT
11. INSPECTION OF THE PREMISES
12. MAINTENANCE AND REPAIR WORK
13. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD AND OR THE CHAIRPERSON OF BLUE MOUNTAIN CARENET RETIREMENT ESTATE PROPERTY OWNERS' ASSOCIATION
14. GENERAL OBLIGATIONS OF THE TENANT
15. VISITORS OF THE TENANT
16. CANCELLATION OF THIS LEASE BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD
17. CANCELLATION OF THIS LEASE BY THE LANDLORD BEFORE THE EXPIRY OF THE INITIAL PERIOD
18. BREACH OF THIS LEASE BY THE TENANT
19. BREACH OF THIS LEASE BY THE LANDLORD
20. ACKNOWLEDGMENT BY THE TENANT
21. COSTS
22. LETTERS AND NOTICES
23. JURISDICTION OF THE MAGISTRATES' COURT
24. TENANTS WHO ARE FOREIGNERS
25. PARTIES MARRIED IN COMMUNITY OF PROPERTY
26. ENTIRE AGREEMENT IN WRITING
27. LANDLORD'S HYPOTHEC
28. RELAXATIONS OR INDULGENCES
29. EFFECT OF INVALIDITY OF PROVISIONS
30. SIGNATURE OF PARTIES ON DIFFERENT COPIES OF THIS LEASE
31. SURETYSHIP
32. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS
33. SPECIAL CONDITIONS

1. SCHEDULE

1.1. **The Landlord / Lessor (Full name / Description) :**

1.2. Registration no. / ID no. _____

VAT Registration no. _____

1.3. Person or entity nominated by the owner (the Landlord / Lessor) to represent the owner (the Landlord / Lessor) in terms of this lease :

1.4. **The Tenant / Lessee (Full name / Description) :**

1.5. Registration no. / ID no. _____

VAT Registration no. _____

1.6. Person or entity nominated by the Tenant / Lessee to represent the Tenant / Lessee in terms of this lease :

1.7. **The Premises (Description / Address of leased premises) :**

1.8. **Total Monthly Tenant Costs (including VAT where applicable) :**

1.8.1. Monthly Rental

R _____

1.8.2. Levies

General Owners' Association Levies and the Medical Service Provision Fee for which the Landlord is responsible in terms of the Memorandum of Incorporation of the Blue Mountain Carenet Retirement Estate Property Owners' Association (RF) NPC as referred to in article 10:

R _____

1.8.3. Deposit

i) Rental Deposit: R _____

ii) Rates Deposit: R _____
(if applicable)

To be paid into the following bank account and to be held in favour of the Lessee :

1.9. The lease preparation fee R _____

1.10. Rental escalation % _____

1.11. Initial Lease Period is _____ months.

1.12. Lease start date _____

1.13. Lease end date _____

1.14. Key return date and time _____

1.15. Maximum occupants _____

1.16. Cancellation penalty 0 – 3 months is equal to 3 monthly rental income, 3 – 6 months is equal to 6 months rental income.

This amount is agreed to by the parties as liquidated damages which the lessor does not need to prove but is entitled to claim, should the lessor not be able to lease the property for 0 – 6 months after the cancellation of the contract by the lessee legally or illegally prior to the expiry of the lease agreement.

1.17. The Landlord's / Lessor's nominated bank account:

Name of account holder	
Bank	
Bank Branch	
Account Number	
Branch Code	
Account Number	
Reference	



Initial

1.18. The **Lessor's** *domicilium citandi et executandi* address :

Physical	
Postal	
Contact Number	
E-mail	

1.19. The **Lessee's** *domicilium citandi et executandi* address:

Physical	
Postal	
Contact Number	
E-mail	

1.20. Name and contact number of contact person known to the Lessee or the representative of the entity :

Physical	
Postal	
Contact Number	
E-mail	

2. DEFINITIONS

2.1. In this Agreement, the words below mean the following:

- 2.1.1. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;
- 2.1.2. **"Chairperson"** means the Chairperson appointed by the Blue Mountain Carenet Retirement Estate Property **Owners'** Association (RF) NPC;
- 2.1.3. **"Deposit"** means the amount/s payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises (see item **1.8.3**);
- 2.1.4. **"Fair Wear and Tear"** means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or its visitors;
- 2.1.5. **"POA"** means the Blue Mountain Carenet Retirement Estate Property Owners' Association (RF) NPC, Registration Number 2006/028242/08;

- 2.1.6. **“Initial Period”** means the term of this Lease, excluding any renewal periods;
- 2.1.7. **“Landlord/Lessor”** means the party referred to in item **1.1** of the schedule;
- 2.1.8. **“The/this Lease”** means this agreement together with all its annexures and schedules, as amended from time to time;
- 2.1.9. **“Material Breach”** means any breach of this Lease which:
- this Lease defines as a “Material Breach”;
 - has or is likely to have a serious financial or legal impact on either Party to this Lease;
 - has or is likely to have a serious impact on the ability of either Party to this Lease to enjoy its rights under this Lease;
 - is not remedied by the Party who is in breach within 5 (Five) Business Days of being asked to do so by the other Party; or
 - happens more than once in any 3 (Three) Month period.
- 2.1.10. **“Month”** means a calendar month, and more specifically, in reference to a number of months from a specific date, a month commencing on that date or the same date of any subsequent month;
- 2.1.11. **“Parties”** means the Tenant and the Landlord and “Party” means either one of them, as the context may indicate;
- 2.1.12. **“Premises”** means the premises referred to in item **1.7** of the schedule;
- 2.1.13. **“Rental”** means the total monthly rental payable by the Tenant to the Landlord for the rental of the Premises in terms of the Schedule in item **1**;
- 2.1.14. **“Rules”** means any applicable Blue Mountain Carenet Retirement Estate Property Owners’ Association Rules and Regulations;
- 2.1.15. **“Signature Date”** means the date of signature of this Lease by the last Party signing;
- 2.1.16. **“Specific Performance”** means the fulfilment of either Party’s obligations in terms of this Lease;
- 2.1.17. **“Tenant/Lessee”** means the party referred to in item **1.4** of the schedule;
- 2.1.18. **“Termination Date”** means the date of termination of this lease for any reason whatsoever; and

3. INTERPRETATION

- 3.1. Any reference to one gender includes the other gender.
- 3.2. Any reference to the singular includes the plural and vice versa.
- 3.3. Any reference to a natural person includes an artificial or juristic person.

3.4. No provision of this Lease is intended to contravene or limit any applicable provisions of the Consumer Protection Act 68 of 2008 or the Rental Housing Act 50 of 1999.

4. LEASE

The Landlord leases the Premises to the Tenant, and the Tenant hires the Premises from the Landlord, in terms of this Lease.

5. LEASE PROCEDURES

Every Lessee (and any person under the Lessee) is obliged to comply with and is subject to the Rules of the POA and must adhere to the following procedures when they rent their units:

5.1. The Landlord (unit owner) must obtain the standard lease agreement from the POA to be completed and signed by the Lessor and Lessee.

5.2. A copy of the Rules and Regulations of the POA shall be attached to the Lease Agreement and is to be read as if it is verbally repeated herein, annexed as **Annexure "A"**. Where such Rules refer to the "owner" it shall be read for purposes of this agreement to include the Lessee and any other person entering onto Blue Mountain Carenet Retirement Estate, or under the owner's instruction, request or invitation.

5.3. The Landlord shall provide a copy of the signed lease agreement to the POA before the Tenant shall take occupation of the leased premises and such copy may be delivered to the office of the POA or electronically transmitted to the POA for the attention of the Estate Manager at admin@bmv.co.za.

6. DURATION OF INITIAL PERIOD

The lease will commence on _____ and will continue for a period of _____ months / years and terminate on _____.

7. USE OF THE PREMISES

The Tenant will only use the Premises as a place of residence for the occupant(s) listed below:

8. BLUE MOUNTAIN CARENET RETIREMENT ESTATE PROPERTY OWNERS' ASSOCIATION RULES AND REGULATIONS

The Tenant undertakes to read and familiarise himself/ herself with the Rules and Regulations and submit himself/herself to same as if the Tenant is the owner of the property. It is specifically recorded that the Rules are an essential part of this Lease and that any breach of the Rules constitutes a Material Breach. Any penalties and/or losses and/or payments which the Landlord may be liable for as a result of the Tenant or the occupants breaching the Rules may be deducted from the Deposit.

9. MONTHLY RENTAL

9.1. The Rental cost payable by the Tenant to the Landlord is the total amount as referred to in item 1.8 of the schedule.

- 9.2. The Landlord’s nominated bank details are set out in **1.17** of the schedule.
- 9.3. The Tenant must ensure that the Rental clears the Landlord’s nominated bank account by the 1st (first) day of every Month.
- 9.4. The Tenant will be charged a late payment fee of R_____ (_____ Rand) on any overdue Rental not paid by the first day of the Month on which such Rental was due.
- 9.5. The Rental cannot be reduced by the Tenant, save for where the Tenant is deprived of the use and enjoyment of the Premises.
- 9.6. The Rental will increase annually by the percentage referred to in **item 1.10** of the schedule. The levy component of the rental amount shall increase annually equal to the increment raised by the POA and will be applicable and added to the monthly rental in the same month as the increased levy is payable to the POA.

10. DEPOSIT

- 10.1. The Tenant will pay the Deposit on the Signature Date. When this Lease ends, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for under this Lease, including but not limited to the reasonable costs of repairing any damage done to the Premises during the Initial Period, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant during the Initial Period and any other outstanding amounts for which the Tenant is liable under this Lease.
- 10.2. This Deposit is the amount referred to in **item 1.8.3** of the schedule.
- 10.3. The Deposit will be placed in an interest-bearing account with a financial institution. After deducting any amounts owed by the Tenant in terms of clause **12**, the Landlord must pay the remainder of the Deposit to the Tenant, together with any interest accrued thereon at the applicable rate, within 14 (Fourteen) days of the restoration date.
- 10.4. It is recorded that for the subsistence of this Lease, the Deposit at all times belongs to the Tenant and may only be removed by the Landlord in accordance with the provisions of clauses **8** and **11.5** or when the Landlord is instructed to do so by the Tenant.
- 10.5. If, during the subsistence of the Lease, there is any increase in the Rental, the Tenant may be required to supplement the Deposit in terms of clause **1.8.3**.
- 10.6. It is specifically recorded that the Tenant cannot ask the Landlord to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease.

11. INSPECTION OF THE PREMISES

- 11.1. The Tenant and the Landlord or the Agent (as the case may be) will inspect the Premises together before the Tenant takes occupation of the Premises to determine whether there is any existing damage to the Premises or whether there are any defects at the Premises. Any damage and/or defect will be recorded in writing, signed by the Landlord or the Agent (as the case may be) and the Tenant and attached as a schedule to this Lease.

- 11.2. If the Tenant discovers any damage to or defects at the Premises after the inspection referred to clause **11.1** above, the Tenant must notify the Landlord in writing of such damage or defects as soon as is reasonably possible, in which instance the Landlord must take all reasonable steps to remedy the damage or defects or, if the damage or defects are not capable of being remedied, the Landlord must supply the Tenant with a written acknowledgment confirming that such damage or defects exist/s.
- 11.3. It is recorded that the Landlord shall not be liable for any damage or defects which the Tenant was aware of at the inspection, but does not request the Landlord to record in writing.
- 11.4. On the Termination Date, either the Landlord or the Agent (as the case may be) and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture (in the event that the Premises contains the Landlord's furniture) during the subsistence of this Lease (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (Seven) days of the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises during the subsistence of the Lease.
- 11.5. The Landlord shall be entitled to:
 - 11.5.1. charge the Tenant for any additional outgoing inspections that need to be conducted above and beyond the initial inspection; due to the property not being in the same condition as when tenant took occupation;
 - 11.5.2. deduct money from the Deposit to repair any damage caused to the Premises by the tenant; and
 - 11.5.3. charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.

12. MAINTENANCE AND REPAIR WORK

- 12.1. The Tenant must timeously complete any repair work for which he/ she is responsible under this Lease. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 12.2. If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of this Lease, the Tenant must inform the Landlord, in writing, as soon as is reasonably possible after he learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.

13. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD AND OR THE CHAIRPERSON OF BLUE MOUNTAIN CARENET RETIREMENT ESTATE PROPERTY OWNERS' ASSOCIATION

- 13.1. It is recorded that the Landlord, the Agent, its agents and/or contractors may require access to the Premises from time to time in order to inspect the Premises or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 13.2. In this regard, the Tenant agrees to give the Landlord and its agents and/or contractors access to the Premises for the purposes referred to in clause **13.1**, provided that the Landlord must give the Tenant reasonable notice of its need for such access.

13.3. In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Agent, and its agents and/or contractors immediate access to the Premises.

14. GENERAL OBLIGATIONS OF THE TENANT

14.1. The Tenant must:

- 14.1.1. at his / her own cost look after the Premises and ensure that the Premises is kept clean and in good order and condition;
- 14.1.2. maintain all keys, locks, doors, windows, geysers, water taps and accessories in the Premises;
- 14.1.3. regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
- 14.1.4. maintain, replace and/ or repair all electrical globes, fittings, switches, water-borne taps, stoves (if applicable), locks, handles, and windows in the Premises;
- 14.1.5. at his / her own cost have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date, to the satisfaction of the Landlord. It is specifically recorded that if the Landlord is unhappy with the state of the carpets and/or the furniture (if applicable), the Landlord may appoint its own professional cleaning company to clean the carpets and/or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant;
- 14.1.6. repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause **11.1**;
- 14.1.7. take all reasonable steps to prevent any blockage and/or obstruction of any drains, sewage pipes and/or water pipes in or used in connection with the Premises;
- 14.1.8. respect the rights of use and enjoyment of neighbours;
- 14.1.9. comply with all laws and regulations relating to the Premises and especially the Rules and Regulations of the POA and, in this regard, it is specifically recorded that if the Landlord is fined or penalized because the Tenant has breached any law or regulation, the Landlord shall be entitled to recover any costs associated with such breach from the Tenant;
- 14.1.10. the Premises may be occupied by no more than the number set out in **1.15** of the schedule;
- 14.1.11. make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
- 14.1.12. return the Premises at the end of this Lease in the same order and condition in which it was received, Fair Wear and Tear excepted;
- 14.1.13. return the keys to the Landlord by latest Midday on the date stated in **1.14**.

14.2. The Tenant must not:

- 14.2.1. sublet the Premises or allow any third party to reside in or occupy the Premises without the prior written consent of the Landlord;
- 14.2.2. allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;
- 14.2.3. make any structural changes or additions to the Premises;
- 14.2.4. stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 14.2.5. drive nails or other objects into any portion of the Premises;
- 14.2.6. paint the interior or exterior of the Premises without first obtaining the prior written consent of the Landlord;
- 14.2.7. interfere with the electrical, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease;
- 14.2.8. use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the HOA to be questioned by the POA's insurers;
- 14.2.9. hang or place any signs, notices or advertisements anywhere on the Premises without the prior written consent of the Landlord.

15. VISITORS OF THE TENANT

- 15.1. The Tenant must use his / her best endeavours to ensure his / her visitors at all times comply with the provisions of this Lease and the Rules and Regulations of the POA, including, but not limited to:
 - 15.1.1. bringing to the attention of such visitors the relevant provisions of this Lease and/or the Rules;
 - 15.1.2. requesting any person who is in breach of the provisions of this Lease and/or the Rules to immediately remedy such breach;
 - 15.1.3. refusing to allow persons who have previously breached this Lease and/or the Rules access to the Premises if they are likely to commit another breach;
 - 15.1.4. must obtain the permission of the Chairperson to have overnight domestic worker(s) or Caregiver(s);
 - 15.1.5. may have no more than two overnight visitors at one time;

16. CANCELLATION OF THIS LEASE BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD

- 16.1. If the Tenant chooses to cancel this Lease prior to the expiry of the Initial Period for a reason other than a Material Breach of this Lease by the Landlord, then the following will apply:
 - 16.1.1. the Tenant must give the Landlord at least 20 (Twenty) Business Days written notice of such cancellation;

16.1.2. the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease by charging the Tenant a reasonable cancellation penalty, which will be the equivalent of not less than the amount stated in item **1.16** of the schedule.

16.2. Such circumstances shall include, without limitation:

16.2.1. the amount of time left until the Initial Period is due to terminate; and

16.2.2. whether the Landlord is likely to find another tenant to replace the Tenant within a reasonable time;

16.2.3. the Tenant agrees this is a fair and reasonable cancellation penalty;

16.2.4. if the Landlord or the Agent (as the case may be), by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due to the Agent. The advertising costs and commission charged under this clause cannot be more than the reasonable cancellation penalty referred to in **1.16** of the schedule.

17. CANCELLATION OF THIS LEASE BY THE LANDLORD BEFORE THE EXPIRY OF THE INITIAL PERIOD

17.1. The Landlord may cancel this Lease on 2 (Two) months written notice on the following conditions:

17.1.1. the Landlord intends to move into the Premises;

17.1.2. the Landlord intends to sell the Premises; or

17.1.3. any other reason that is reasonable under the prevailing circumstances.

18. BREACH OF THIS LEASE BY THE TENANT

18.1. In the case of a Material Breach of this Lease by the Tenant, the Landlord may cancel this Lease if the Tenant does not remedy such breach within 5 (Five) Business Days of notification being sent to the Tenant instructing the Tenant to do so.

18.2. The Landlord may also apply to a Court:

18.2.1. where the breach involves non-payment of Rental by the Tenant, for the recovery of any Rental which the Tenant has not paid;

18.2.2. where the breach consists of not giving up possession of the Premises after the termination of this Lease;

18.2.3. for the recovery of possession of the Premises from the Tenant;

18.2.4. for the recovery of compensation for the use and occupation of the Premises by the Tenant; and

18.2.5. for the recovery of damages suffered by the Landlord as a result of the breach.

18.2.6. for payment of interest on all overdue or arrear rental payments and all other damages the Lessor might suffer caused by any action or omission or breach of the contract by the tenant, calculated at a rate of 2% per month, calculated daily and monthly compounded until payment of all monies due by the tenant to the Landlord.

19. BREACH OF THIS LEASE BY THE LANDLORD

19.1. If the Landlord commits a Material Breach of this Lease, the Tenant may apply to a Court:

19.1.1. for the recovery of any damages suffered by the Tenant as a result of such breach; and

19.1.2. for specific performance by the Landlord of any obligation under this Lease.

19.2. The Tenant may also cancel this Lease, without penalty, if the Landlord does not remedy the breach within 5 (Five) Business Days of notification being sent to the Landlord instructing the Landlord to do so.

20. ACKNOWLEDGMENT BY THE TENANT

20.1. The Tenant confirms that:

20.1.1. he / she has read and understands this Lease;

20.1.2. all necessary clauses have been explained to him by the Landlord and/or the Agent;

20.1.3. he / she signs this Lease, freely and voluntarily.

21. COSTS

21.1. If either the Landlord or Tenant takes legal action against the other, both can claim costs from the other on an attorney-and-own client scale.

21.2. The Tenant or Landlord must also pay any reasonable charges that the innocent party incurs due to late payments by the other party.

22. LETTERS AND NOTICES

22.1. Any letter or notice given in terms of this Lease shall be in writing and shall:

22.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

22.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and

22.1.3. if transmitted by facsimile or email be deemed to have been received by the addressee 1 (One) Business Day after despatch.

22.2. For purposes of the above clauses, the contact details are:

22.2.1. The Landlord, as referred to in item **1.18** of the schedule; and

22.2.2. The Tenant, as referred to in item **1.4, 1.7** and **1.19** of the schedule.

23. JURISDICTION OF THE MAGISTRATES' COURT

23.1. The Parties consent in terms of section 45 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.

23.2. The Parties specifically agree that the Magistrates' Court closest to where the Premises are situated is the court that shall be used to resolve all disputes under this Lease.

24. TENANTS WHO ARE FOREIGNERS

24.1. If the Tenant is not a citizen or permanent resident of South Africa, he / she confirms that he / she:

24.1.1. is not in the country in contravention of the Immigration Act 13 of 2002; and

24.1.2. he / she has permission to be in the country for the duration of this Lease (including any renewal periods).

24.2. It is the Tenant's duty alone to comply with the provisions of the above Act and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this clause.

25. PARTIES MARRIED IN COMMUNITY OF PROPERTY

If any person signing this Lease is married in community of property, they confirm that their spouse has consented to them signing this Lease.

26. ENTIRE AGREEMENT IN WRITING

26.1. No changes to this Lease will be valid unless reduced to writing and signed by both Parties.

26.2. The Landlord and the Tenant agree that this Lease contains everything agreed to between them.

27. LANDLORD'S HYPOTHEC

All items brought onto the Premises by the Tenant will serve as security for the Tenant's compliance with his obligations under this Lease. The Tenant may not give up his rights or possession of these items or remove them from the Premises.

28. RELAXATIONS OR INDULGENCES

If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this Lease, such election not to act shall not constitute a waiver of any of the rights of such Party and such Party may still demand compliance with the provisions of this Lease at a later stage.

29. EFFECT OF INVALIDITY OF PROVISIONS

If any provision of this Lease becomes or is found to be unlawful, invalid or unenforceable, the rest of this Lease will not be affected and shall be severable from the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this Lease shall remain in full force and effect.

30. SIGNATURE OF PARTIES ON DIFFERENT COPIES OF THIS LEASE

If this Lease (or any part of it) is signed by the Landlord and Tenant on different copies, it will be valid despite the fact that the signatures of the parties do not appear on a single document.

31. SURETYSHIP

31.1. If the Tenant is a body corporate, partnership, association, company, close corporation or trust, this Lease is not valid unless the trustees, partners, directors or members (as the case may be) confirm in writing that they agree to be personally liable for any obligations of the Tenant under this Lease, together with the Tenant.

31.2. If the person signing this Lease is not the Tenant, the person signing confirms they have the right to do so and accepts liability jointly and severally with the Tenant as surety and co-principal debtor for any and all amounts which the Tenant may owe under this Lease.

32. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

32.1. During the subsistence of this Lease, the Tenant must allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective tenants or purchasers, which access shall include access to the Premises on at least 2 (Two) Sundays per Month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access.

33. SPECIAL CONDITIONS

33.1. Prior to concluding this Lease Agreement, the Lessee shall first obtain the written consent of the POA for the occupants listed in clause 7 which consent shall be given provided that;

33.1.1 The nominated occupant(s) and or occupant(s), if applicable is a natural person of 49 (forty-nine) years of age or older with full legal competency.

33.1.2 The POA is provided with a medical report prepared by the Medical Health Care Service Provider for the nominated occupant(s) and/or occupant(s).

33.2. The lease shall be terminated by the death of the Tenant.

33.3. Should the Lessee breach any term of the POA's MOI, Rules and Regulations, the POA shall accrue the same rights against the Lessee as if the Lessee were the owner of the property. In the event of enforcing any term of the POA's MOI, Rules and Regulations, the HOA shall accrue the same rights against the Lessee as if the Lessee were the owner of the property.

SIGNATORIES

DATED AT (place)		ON		20	
------------------	--	----	--	----	--

LANDLORD / LESSOR
(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

DATED AT (place)		ON		20	
------------------	--	----	--	----	--

TENANT / LESSEE
(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)