

LEASE AGREEMENT

THE BODY CORPORATE OF THE _____ SECTIONAL TITLE SCHEME
(“THE LANDLORD”)

AND

_____ (UNIT NO. ____)
(“THE TENANT”)

1. INTRODUCTION

- 1.1 The Landlord is tasked by **Section 36 (4) of the Sectional Titles Act 95 of 1986 (“the Act”)** to control, administer and manage the common property of the Ondangwa Sectional Title Scheme (**“the scheme”**).
- 1.2 The Landlord is entitled in terms of **Section 38 (i) of the Act**, to enter into an agreement with any owner or occupier of a section to let a portion of the common property to any such owner or occupier by means of a lease.
- 1.3 The Tenant seeks to rent from the Landlord a portion of the common property being an area described as _____ (**“the premises”**), which the Tenant will take occupation of.

2. RENTAL

- 2.1 The Landlord rents to the Tenant, who hires from the Landlord, the premises.
- 2.2 The rental payable by the Tenant to the Landlord shall be R_____ (_____ rand) per month, payable monthly in advance, without deduction or set off.

3. DURATION

- 3.1 This lease agreement will commence on 1 _____ 2012 and shall endure for 24 (twenty four) months, whereafter it shall continue on a month to month basis terminable by either party giving the other 1 (one) calendar months’ notice of termination.



4. BREACH

- 4.1 Should either party breach the terms of this lease agreement and fail to remedy such breach despite delivery to such party of a letter granting such party 20 (twenty) days to rectify such breach, the party delivering such letter shall be entitled to cancel this lease agreement alternatively to enforce compliance by such party with the terms of this lease agreement.

5. APPOINTED ADDRESS (DOMICILIUM CITANDI ET EXECUTANDI)

- 5.1 The Tenant chooses as its *domicilium citandi et executandi* flat no _____
_____ Sectional Title Scheme.

6. GENERAL

- 6.1 The Tenant will be responsible for and will maintain and keep the premises in a neat and tidy condition.
- 6.2 The Tenant will ensure strict compliance by the Tenant with the Act and with the Management and Conduct Rules of the Scheme.
- 6.3 The terms of this lease agreement constitute the whole agreement between the parties. Any terms not contained in this lease agreement will not be considered part of the lease and will not be binding upon the parties;
- 6.4 This lease can only be varied if in writing and if signed by both parties authorised representatives.

DATED AT JOHANNESBURG ON THIS THE ___ DAY OF _____ 2012.

LANDLORD (TRUSTEE 1)

LANDLORD (TRUSTEE 2)

WITNESS

WITNESS

DATED AT JOHANNESBURG ON THIS THE ___ DAY OF _____ 2012.

TENANT

WITNESS

WITNESS

