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# MAHLABA PROPERTIES MANAGEMENT AND DEVELOPMENT (PTY) LTD



**10 BRADSHAW ROAD**

**BISLEY**

**PIETERMARITZBURG**

**3201**

**CELL: 078 387 1047 / 078 287 8418**

# MAHLABA PROPERTIES MANAGEMENT AND DEVELOPMENT (PTY) LTD

- I. This document is suitable for the letting and hiring of house, townhouse and flat for residential purposes.
- II. This document regulates the relationship between LESSOR (Owner/ Agent) and LESSEE (Student/ Parent/ Guardian/Funder).
- III. Do not sign this document unless:
  - a) You understand the meaning of all the clauses;
  - b) It contains all the terms and conditions on which you are willing to let/hire;
  - c) You understand your rights and duties under the Rental Housing Act 50 of 1999 any regulations under the act that apply to you.
  - d) All blank spaces have been correctly filled in or have otherwise been deleted.

## LEASE AGREEMENT

### 1. Parties

1.1 Lessor's name Mr & Mrs Mahlaba of (address)

101 St Patrick Road, Bosley, PMB, 3201

1.2 Lessee's name Kwanele Maduna of (address)

800 404 Edendale Old Main Rd. Slovo

Plessisleaf. 3216

### 2. INTERPRETATION

In this agreement the following words have the meaning given to them hereunder:

#### 2.1 Premises

Is the address referred to in clause 1.2 at which the LESSEE will be renting and the LESSOR will be letting.

#### 2.2 Rental

The amount referred to clause 4.1 increased from time to time in terms of clause 4.2 (if applicable). If clause 5C applies the Rental is the amount stated in clause 5.3

#### 2.3 Estate Agent

The firm Mahlaba Property Management & Development (if appointed)

#### **2.4 Deposit**

The amount referred to in clause 6.1. which acts security paid by the LESSEE to the LESSOR's account for a period till termination of agreement.

#### **2.5 Lessor (Property Owner/ Agent)**

The person referred to in clause 1.1 including such person's authorised agent.

#### **2.6 Lessee (Student/ Parent/ Guardian)**

The person referred to in clause 1.2, as the person renting the property.

#### **2.7 The Act**

The Rental Housing Act 50 of 1999, including any regulations made under section 15(1) (f) of the Act in so far as such regulations apply to this agreement.

### **3. LETTING AND HIRING AND DUTY TO COMPLY WITH THE ACT**

3.1 The premises are hereby let and hired subject to the terms and conditions contained in this agreement and the provisions of the act.

3.2 The lessor and lessee must comply with the duties imposed on them by the provisions act.

### **4. RENTAL**

4.1 The rental is R 2625 (in words: Two Thousand Six hundred and

Twenty five Rands) per month subject to 4.2

4.2 The Rental will be increased by 5 % (5 percent) per year,

Compounded, from the first day of January each year.

4.3 Rental must be paid monthly in advance on the first day of each month, without and deduction or set-off, at the account of the **property owner**, or at the address that maybe instructed by the LESSOR in writing, an electronic fund transfer (E.F.T) into the LESSOR'S bank account or a cash deposit into the LESSOR'S bank account.

Note that the LESSOR may require proof of payment of rent or any required amount at his/her convenience. Also the account is detailed at the bottom of the document (last page).

## 5. LEASE PERIOD

### Fixed period with option to renew

- 5.1 The lease starts on (date) 01/02/2019 and expires at midnight on (date) 30/11/2019 ("the expiry date") the Lessee has the option to renew the lease for the following year of study provided that the deposit is kept by the Lessor as security.
- 5.2 If the Lessee requires to remain within the premises or residence after the expiry date, the Lessee as an option continue on a month to month basis (full rent) or days required (daily rate of R 75-00) the lessee is required to give 14 days' notice should they wish to continue; and
- 5.3 The rental payable during the renewal period will be R 2625 (in words: Two Thousand Six hundred and twenty five Rands) per month, subject to any increase referred to in clause 4.2

## 6. DEPOSIT

- 6.1 The LESSEE must immediately after the LESSOR has signed this Agreement pay a deposit of R 2625 (in words: Two Thousand Six hundred and twenty five Rands) to the LESSOR to be kept in a secure account until termination of lease.
- 6.2 The Deposit will be kept by the LESSOR in a savings account.
- 6.3 On termination of the lease the Deposit will be dealt with as follows:
- 6.3.1 The LESSOR may use the Deposit to pay all amounts for which the LESSEE is liable under this agreement, including arrear Rental and the cost of repairing damage to the Premises and/or replacing lost keys. The balance of the Deposit (if any) will be refunded to the LESSEE within the time limits stipulated in the Act.
- 6.3.2 If no amount are due and owing by the LESSEE to the LESSOR in terms of this agreement, the Deposit will be refunded to the LESSEE within seven days after expiry of the lease.
- 6.3.3 The LESSEE will forfeit the deposit if –
- 6.3.3.1 Termination of this agreement is done before the expiry of the said date of the lease.

## 7. ADDITIONAL PAYMENTS BY PARTIES

- 7.1 The LESSEE must on demand pay to the LESSOR –
- 7.1.1 All legal cost, as between attorney and client, incurred by the LESSOR in taking legal steps against the LESSEE to enforce any of the LESSEE'S obligations in terms of this agreement and/or the Act; and
- 7.1.2 The LESSOR may charge interest on each amount not paid by the LESSEE on due date, calculated at the rate of 10% unless the following is done –
- Written notification not later than seven (7) days of agreement payment date; informing of delay;
  - Special consent is request by the LESSEE, of such special circumstance for the consideration of the LESSOR twenty one (21) days prior agreement payment date.
- 7.1.3 Any chargeable amounts by either the body corporate, municipality, and or community for behaviour not in line with house rules, and or municipal by-laws.

- 7.1.4 If the LESSEE has sublet the premises without proper written consent from the LESSOR, the LESSEE may be charged an additional 50% of the rental amount per person subletting, to cover the cost of services usage such as water and electricity etc.

If the LESSEE fails to pay any of these amounts, the LESSOR may take legal steps or withhold the deposit until such time the necessary/ due payment owing to the LESSOR is made.

- 7.2 The LESSOR must ensure that the following is paid to no effect of the LESSEE –

- 7.2.1 The LESSOR must promptly pay the municipal or other relevant service provider the following charges the levy and/or fees levied in respect of the Premises over the lease period.
- 7.2.2 All charges for electricity (including electricity services charges), water and gas (if any) consumed on the premises;
- 7.2.3 All refuse removal fees;
- 7.2.4 All sewage and sanitary fees;
- 7.2.5 All charges arising out of any telephone service installed on the Premises;
- 7.2.6 Any other fees payable to the municipality in respect of services rendered to the Premises.

If the LESSOR fails to pay any of these amounts, and as such the mentioned services (within the limit of his/her control) and as a result are cut-off, then the LESSEE may exercise the option to cancel the lease agreement with immediate effect.

Note that this will excluded issues or limits beyond the LESSOR'S control but not limited too –

- a) Load shedding
- b) Water shedding
- c) Strikes or protest action
- d) Cable Theft
- e) Bad Weather patterns
- f) Natural Disasters

## **8. LESSEE'S GOODS ON THE PREMISES**

All goods brought onto the Premises by the LESSEE at the beginning of or during the lease period –

- 8.1 Can be used as security for all rent or other payments for which the LESSEE is Liable in terms of this agreement, and no such goods may be removed by the LESSEE without the written consent of the LESSOR;
- 8.2 Are at the sole risk of the LESSEE and the LESSOR has no responsibility relating thereto.

## **9. PAYMENT OF RATES AND TAXES AND LEVIES**

The LESSOR must pay all rates and taxes and/ or levies payable in respect of the Premises.

## **10. PROHIBITION AGAINST SUBLetting AND PARTING WITH POSSESSION**

The LESSEE may not –

- 10.1 cede any rights or assign any obligations under the lease; or
- 10.2 sublet the Premises or any portion thereof; or

10.3 part with possession of the Premises or any portion thereof

Without the LESSOR'S prior written consent which, in the case of clauses 10.2 and 10.3 may not be unreasonable withheld.

## **11. OCCUPATION**

11.1 The LESSOR must make the premises available to the LESSEE not later than the date when the lease starts.

11.2 If the Premises are available for occupation on the date when the lease starts but the LESSEE does not move in, the LESSORS may immediately cancel this agreement without notice and hold the LESSEE liable for any loss of rental or other losses suffered by the LESSOR. This clause does not apply if the parties have agreed in writing that the LESSEE will not move in on the said date.

11.3 If the LESSEE cannot occupy the Premises because they have been materially damaged by fire, earthquakes, weather storms, riot activity or the like and the LESSOR –

11.3.1 Has not within 30 days of the date of the damage informed the LESSEE in writing that the lease will continue, the lease is deemed to have been cancelled on the date that the damage occurred and the LESSOR must then refund to the LESSEE all rental paid in advance beyond the date of such damage; or

11.3.2 Has within 30 days of the date of the damage informed the LESSEE in writing that the lease will continue, the LESSOR must restore the Premises to a habitable condition as soon as possible and the rental will be adjusted to allow for period during which the LESSEE could not be in occupation.

11.4 The LESSEE may not without first obtaining the LESSOR'S written consent (which may not be unreasonably withheld) –

11.4.1 Vacate the Premises before expiry of the lease; or

11.4.2 Leave the Premises unoccupied for more than six weeks at a time.

11.5 The Premises will be personally occupied by

(Name): Mukwakile Maduna and not more than 2

The Lessee will be occupying room 101 Main(D) at 101 Main/ 101 Granny/ 6 Sanmar.

## **12. DEFECTS, MAINTENANCE AND INSPECTIONS**

12.1 The LESSOR and LESSEE jointly inspected the Premises before the LESSEE moved in and in Annexure A hereto registered the defects in and damage to the Premises. Except for what is stated in Annexure A, it is hereby recorded that at the time of commencement of the lease the Premises are in a good state of repair and condition, suitable for the purpose for which they are let, and that all keys, locks, glass window, electrical installations, sanitary ware, sewerage pipes, stoves after taps, geysers and other items including all the movable goods specified in the inventory attached hereto ("the goods", are like wise in good order and condition.

12.2 The LESSOR must –

12.2.1 Keep the structure of the Premises, including the walls and the roof, in a state of good repairs;

12.2.2 Maintain the Premises in a condition reasonably fit for purposes for which they are let; and

12.2.3 Attend to defects in and damage to the Premises for which the Lessor is responsible in terms of this agreement or Act, within fourteen days after becoming aware of such defects or damage.

- 12.3 The LESSEE must –
- 12.3.1 Clean the carpets and other floors coverings and tiles regularly, it being understood that this will be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear;
  - 12.3.2 Keep the grounds and flowerbeds of the Premises in a neat and tidy condition;
  - 12.3.3 Keep the swimming pool clean, free from all obstruction and contamination (the swimming pool is a privilege and not a right. Note that swimming is done at own risk.)
  - 12.3.4 Abuse of the WiFi, by surfing and downloading illegal material such as porn site, movies, music, hacking etc. is forbidden. Note that the WiFi is intended to assist for schooling related purposes, and not for any other purpose. (WiFi is also a privilege and not a right).
  - 12.3.5 Keep the Premises and goods in a clean, safe and neat condition; and
  - 12.3.6 Forthwith and at own cost repair damage to the Premises or goods caused by the Lessee or persons for whose conduct the Lessee is responsible.
- 12.4 The LESSOR may after reasonable notice to the LESSEE make such alterations as are deemed necessary for the safety, preservation or improvement of the Premises.
- 12.5 If the Premises form part of the sectional title or share block scheme under the Sectional Title Act 95 of 1986 or the Share blocks Control Act 59 of 1980 (as the same case may be), the lessee will not be obliged or entitled to maintain without further notice to the Lessee repairs the damage and/or carry out the required maintenance work and claim from the Lessee the cost incurred.
- 12.6 If the Lessee fails to keep the Premises and/or the goods in the manner specified in clause 12.3 or the Act and continues to do so for seven days after receipt of a written notice informing the Lessee of such failure, the Lessor may, in addition to any other right or remedies specified in this agreement, forthwith and without further notice to the Lessee repairs the damage and/or carry out the required maintenance work and claim from the Lessee the cost incurred.
- 12.7 Despite clause 12.6, if any repair or maintenance work must be done urgently during the lease period to prevent damage to the Premises, burglary or vandalism, the Lessor may attend to this without notice to the Lessee and recover the cost from the Lessee, should the Lessee be liable therefore in terms of this agreement or the Act.
- 12.8 All repairs to be done by the Lessee must be attended to by suitably skilled tradespersons.
- 12.9 The LESSOR may after reasonable notice to the LESSEE and at reasonable times inspect the Premises during the currency of the lease and the LESSEE must allow the LESSOR to do so.
- 12.10 Within three days before the lease expires, the LESSOR and the LESSEE must jointly inspect the Premises at a mutually convenient time to determine if there are any defects in or damage to the Premises or the goods, other than those referred to in Annexure A. Such inspection will not exempt the LESSEE from liability for damage to or defects in the Premises or the goods, concealed or hidden from the LESSOR during the inspection, or arising between the date of the inspection and the date when the LESSEE has vacated the Premises. The understanding is that on termination of the lease the LESSEE must restore the Premises and the goods to the LESSOR in the same condition as they were at commencement of the lease, fair wear and tear excluded.

### **13. FOR SALE AND TO LET NOTICES**

- 13.1 The LESSOR may at any time during the Lease period Place a 'for sale' notice on the Premises.
- 13.2 The LESSOR may place a 'to let' notice on the Premises when notice of termination is given by either party, or (in the case of a fixed period lease) three months before the Lease ends.

13.3 The LESSEE must allow the Owner or his Agent and/ or any prospective LESSEE or purchaser to view the inside and outside of the Premises during reasonable hours.

13.4 The LESSEE may not remove or damage any notice referred to in clauses 13.1 or 13.2 or place it elsewhere on the Premises.

#### **14. USE OF THE PREMISES BY THE LESSEE**

**14.1 The LESSEE may use the Premises for residential purposes only and undertakes to –**

14.1.1 The terms and condition contained in the title deed of the Premises, or any law' regulation or town planning scheme applicable to the Premises;

14.1.2 Apply house and conduct rules that apply in respect of the Premises;

14.2 Cause or permit any nuisance upon the Premises;

14.3 Keep any rent in or on the Premises without the LESSOR'S prior written consent, or allow pets or other animals to damage the Premises;

14.4 Damage any part of the Premises or mark or paint (or drive nails, hooks or screw into) the doors' walls' ceiling or floors of the premises;

14.5 Display advertisements notices of whatever nature on any part of the Premises, without the written consent of the LESSOR;

14.6 Interfere in any manner whatsoever with the existing electrical installation on the Premises or connect any electrical equipment to the electrical current which may in any way damage the electrical installation or cause it to short-circuit;

14.7 Make any alteration to the Premises whatsoever without the written consent of the LESSOR;

14.8 Keep or store any damage dangerous or hazardous material or substance on the Premises or do or permit anything which may affect the LESSOR'S insurance on the Premises;

14.9 Hold, or permit the holding of, any sale by public auction on the Premises

14.10 Remove or detach any forming part of or attached to the Premises, without the LESSOR'S written consent;

14.11 Dispose of garbage or rubbish otherwise than in a reasonably clean and safe condition; or

14.12 Misuse the electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances forming part of the Premises.

#### **15. IMPROVEMENTS**

15.1 No luxurious or useful improvement or made by the LESSEE on or to the Premises by LESSEE unless granted by the LESSOR and if granted may be removed by the LESSEE on termination of the lease at own cost, provided all damage caused by such a removal is made good. The LESSEE may not claim from the LESSOR any compensation in respect of any improvement not removed.

15.2 The LESSOR may at or after termination of the lease demand in writing that any improvement or addition made by the LESSEE in respect of the Premises be removed by the LESSEE at the latter's cost. The LESSEE must repairs all damage caused by such removal.

15.3 Should the LESSEE fail to –

15.3.1 Comply with a demand made by the LESSOR in terms of clause 15.2, the LESSOR may, in addition to any other remedy or right available in terms of this agreement, remove the relevant improvement and/ or addition and recover the cost thereof from the LESSEE including the cost of repair of all damage caused by such removal; or

15.3.2 Repair all damage to the Premises caused by the removal of the improvements and/ or additions in terms of clause 15.1 or 15.2 and remain in default for seven days after receipt of a written notice by the LESSOR demanding that the damage be made good, the LESSOR may without further notice to the LESSEE carry out the repairs and recover the cost thereof from the LESSEE.

## **16. BREACH OF AGREEMENT**

16.1 Despite any clause in this agreement, should either one of the parties breach any of the terms of this agreement and fail to remedy such breach within fourteen (14) days after receipt of a written notice from the other party demanding that the breach be rectified, the latter party may without affecting any other right either: -

16.1.1 Claim specific performance; or

16.1.2 Cancel this agreement immediately, without further notice, and recover damages from the party at fault.

Provided that no such notice is required if the LESSEE fails to pay any Rental and continues with such failure for a period of seven days after payment is due.

16.2 Should there be dispute as to whether the lease has been lawfully cancelled, the Owner or his Agent must retain the deposit in trust until such dispute is resolved either by agreement between the LESSOR and the LESSEE or by order of a court or other tribunal.

16.3 Should this agreement be lawfully cancelled by the LESSOR, the LESSEE and/ or any other person occupying the Premises on the LESSEE'S behalf must immediately vacate the Premises and allow the LESSOR to take occupation thereof.

16.4 The Lessee may not:

16.4.1 Occupy any other dormitory or room besides the one that they have been allocated without written notice to the Lessor and a revised lease agreement.

16.4.2 May not sublet or share a room; issue WiFi logging details either than the leased individual.

## **17. LESSOR NOT LIABLE FOR LOSS OR DAMAGE CAUSED BY FIRE OR BURGLARY**

17.1 The LESSOR is not liable for any loss or damage suffered by the LESSEE following any burglary of or fire on the Premises.

Note that the LESSOR has the right to take insurance of only the items provided by him/herself at the premises and as such may provide standard security measures such as and armed response alarm system, boundary concrete fence and burglar guards to windows and doors.

Also note that any further security requirements over and above and above point will have an impact on the rent in terms of additional cost. It will be required that ALL parents/ guardians of the students residing at the premises must agree unanimously for such improvements to be made.

## **18. LESSEE'S DUTIES ON TERMINATION OF LEASE**

18.1 On termination of the Lease the LESSEE must forthwith vacate the Premises and –

18.1.1 Return to the LESSOR or his Agent all keys/ access card, remote etc received at commencement of the lease;

- 18.1.2 Hand over the Premises in a clean and tidy condition;
  - 18.1.3 Remove all goods which the LESSEE brought onto the Premises; and
  - 18.1.4 Return the Premises to the LESSOR in the same condition in which they were received, reasonable wear and tear expected.
- 18.2 Should the LESSEE fail to comply with clauses 18.1.1 and/ or 18.1.2, and/ or leave behind goods after vacating the Premises, the LESSOR may replace keys/ access card/ Remote etc. not returned, have the Premises cleaned and/ or the said goods removed, without notice to the LESSEE, and claim from the LESSEE all costs incurred in doing so.

## **19. GENERAL**

- 19.1 The parties agree to the jurisdiction of the magistrate's court in connection with any action arising from this agreement or the cancellation thereof.
- 19.2 This document constitute the full agreement between the parties and not warranties, representation, guarantee or other terms and condition not contained herein are of any force or effect.
- 19.3 No amendment of this agreement or agreement to cancel will have any effect unless in writing and signed by the parties or their authorised representations.
- 19.4 This agreement is binding once it has been signed by both the LESSOR and the LESSEE, even if the LESSEE has not been notified that the LESSOR has signed.
- 19.5 If the LESSEE makes any payment in terms of this agreement by cheque and such cheque is dishonoured for any reason whatsoever, all future payments must be made in cash.
- 19.6 All notices and legal processes connected with this agreement may be sent to either party at the address stated in clause 1. Such address may be changed by either party o written notices to other.
- 19.7 The tenant hereby agrees that, should the account not be paid in full on the 1<sup>st</sup> day of the month, the LESSOR may instruct to have possession of the LESSEE confiscated/ removed/ lockout after a verbal / written warning has been issued to the tenant, with immediate effect. The tenant will then also be liable for payment of storage cost and shall have no recourse or claims against the LESSOR or managing agents whatsoever in this regard.
- 19.8 Only air blowing/ fan heaters may be used at the premises. This is due to risk of wooden flooring that may catch fire due to level of heating.
- 19.9 No fridge above 220 litres may be brought and used at the premises.
- 19.10 The LESSOR will appoint cleaning and gardening services to ensure for a neat and tidy establishment. The main focus will be in common areas such as –
  - 19.10.1 Kitchen
  - 19.10.2 Sitting room
  - 19.10.3 Toilets
  - 19.10.4 Bath rooms

It is the LESSEE'S responsibility to ensure that bedroom are maintained in a neat state all the time, and for tenants to think of others whilst using facilities provided.

## **20. NON SOUTH AFRICAN**

The LESSEE warrants that should he or she be a non South African as defined in the Aliens Control Act 96 of 1991 a permit has been issued in terms of the said Act qualifying him or her to hire the Premises.

## **21. Special Conditions**

N/A

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The LESSEE Shall:

- (a) Pay all amounts due in terms of this lease free of charge.
- (b) Not cede or assign the lease.
- (c) Not sub-let the whole or any part of the property or room to anyone, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.
- (d) Use the leased property only for the residential purposes unless the Lessor's written consent to use the property for other purposes is obtained. The maximum number of persons entitled to occupy the property is 13.
- (e) Keep the property clean, habitable and tidy.
- (f) Not make any structural or other alteration, additions to or improvements in the property without the prior written consent of the Lessor.
- (g) Permit the Lessor or his duly authorised Agent to inspect the property at all reasonable times.
- (h) Not do or allow to be done either by commission or omission anything which would increase the premiums or vitiate the Policies of insurance on the property.
- (i) It is the LESSEE'S responsibility to ensure that bedroom are maintained in a neat state all the time, and for tenants to think of others whilst using facilities provided.

The LESSOR shall:

- (a) Be responsible for the maintenance, and upkeep of the exterior of the property including roof.
- (b) Not be responsible for any damages caused by the LESSEE by leakage, rain hail, snow, fire or interruption of water or electricity supplies or any cause whatever.
- (c) Be responsible for payment of rates and/ or taxes and or services charges presently assessed on the property, as at the date of signature hereof.
- (d) Be entitled at the LESSEE'S expense to the same condition as it was at date hereof.
- (e) Forthwith repairs any structural defects which appear in the property.

In the event of the total or partial destruction of the property or any portion by any cause the LESSOR shall be entitled to terminate the lease failing which it shall continue, but the LESSEE shall during the period which the property or part thereof is unfit for occupation be entitled to a proportionate abatement of rent. The LESSEE shall have not claim for the compensation against the LESSOR, but should the destruction be due to the default or negligence of the Lessee, his family, servants, visitors, or persons occupying the property under him (accept other tenants), the LESSOR shall under these circumstances be entitled to claim payment of such damages as the Lessor may have suffered.

Should the LESSEE fail to pay the rent or any portion thereof on its due date, or breach any other condition of this Lease, and remain in default for seven days after receipt of notice to the LESSEE requiring payment of rent or the remedy of the breach, as the case may be, or if the LESSEE shall become insolvent, the LESSOR shall have the right forthwith to cancel this lease and to re-enter upon and take possession of the leased property, without prejudice to any claim which the LESSOR may have against the LESSEE for the rent already due or damages for the breach of contract or otherwise. If the LESSOR cancels this lease and the LESSEE disputes the right to cancel and remains in occupation of the property the LESSEE shall pending settlement or resolution of any dispute either by negotiation or litigation continue to pay an amount equivalent to the monthly rental provided in this lease monthly in advance on the first day of each month and shall be entitled to accept and recover such payment the acceptance of which shall be without prejudice to and shall not in any way affect the LESSOR'S claim to cancellation then in dispute. If the dispute is resolved in favour of the LESSOR the payment made and received in terms of this clause shall be deemed to be amount paid by the Lessee on account of damages suffered by the Lessor by reason of cancellation of this lease and/ or the unlawful holding over by the LESSEE.

Any relaxation, indulgence or waiver which the Lessor or his Agents may grant to the Lessee or any condonation by the LESSOR of nay breach of the terms of this lease shall not become binding on the Lessor who shall at all times be entitled to claim due and prompt performance by the LESSEE of all obligations.

Any notice which the LESSOR requires to give to the Lessee shall be deemed to have been validly given if sent by pre-paid registered letter to the Lessee at the property of left by the Lessor or his Agent at such address, which notice shall be deemed to have been received 4 days after posting by the registered post, or on the day the notice was delivered by hand in terms of these presents.

The LESSOR choose the physical address contained in the preamble hereto and the LESSEE choose "the property" as their respective *domicilium citandi et executandi* addresses for the service of all notices and court processes and they also hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of this lease.

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

In Witness Whereof the parties have hereunto set their hands in the presence of the undersigned witnesses:

By the LESSOR at PMB, Scottville (Place)

On the 24 day of January 2019

As Witnesses:

1. 

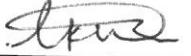
 Lessor

\* By the LESSEE at PMB, Scottville (Place)

On the 24 day of January 2019

As Witnesses:

1. Kwanele Meyiwa

 Lessee

#### ACCOUNT DETAILS

Bank: First National Bank (FNB)

Account Name: Mahlaba Property Management and Development

Account Number: 62684468898

Branch: Midlands

Reference: Name and Surname