



**LEASE AGREEMENT ENTERED INTO
BY AND BETWEEN**

SEDIBENG DISTRICT MUNICIPALITY herein represented by
STANLEY KHANYILE in his capacity as the Municipal Manager, and duly authorized thereto,
(hereinafter referred to as the Lessor);

AND

TLHONOLOFATSO OLD AGE HOME, a Non Profit Organisation
with Reg. No: 135-110 herein represented by **MOOKGO ANGELINE CUTSHWA** with
ID No: 7107100782 081 in her capacity as the Center Manager, and duly
authorized thereto, (hereinafter referred to as the Lessee).

NOW THEREFORE:

- A. The Lessor is the owner of fixed property known as Erf no: 1248 Johandeo/Polokong in Sebokeng, (hereinafter referred to as the Property);
- B. The Lessor agreed to lease the Property to the Lessee and the Lessee agreed to lease the said Property from the Lessor;
- D. Both the Lessor and Lessee are ad idem on the terms and conditions agreed upon which are recorded below.

RECORDED

1.

MA S.K.

The Lease shall be for a period of twelve (12) months commencing on the 1 February 2018 and ending on the 31 January 2019 irrespective of the date of the signing of this agreement. This agreement may be extended by written agreement between the Parties on such terms and conditions as the Parties may agree to.

MMSS

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2.

The Lessee shall not be required to pay the rental fees to the Lessor but will be responsible for the payment of water, Rates and taxes and other related service due and payable to the Emfuleni Local Municipality in terms of this agreement.

3.

The Property is leased solely for the purpose of an Old Age Home.

4.

The Lessee will fence the property at her own costs.

5.

No permanent structure without the written permission of the Lessor shall be erected on the property and building plans must be submitted to the relevant department of Emfuleni Local Municipality for temporary structures.

6.

The Lessee shall adhere to the following conditions as set by Water and Sanitation Department of the Emfuleni Local Municipality:

- 6.1 Water connection will be supplied at cost;
- 6.2 Sewer connection will be provided at cost;
- 6.3 The Lessee must appoint a qualified plumber/contractor to do the said connection, under supervision of Emfuleni Local Municipality at their cost;
- 6.4 The mobile/portable toilets must be connected to this sewer connection. These toilets must be cleaned regularly to ensure clean and healthy facilities to the users. The Lessee shall ensure/guarantee that no spillages from these toilets occur;
- 6.5 Approval Certificate must be obtained from the Manager: Planning and Projects, Metsi-a-Lekoa after completion and inspection by the Engineer or his authorized representative of the extension/s and connections to sewer network;
- 6.6 the Lessor shall have the right to terminate or not to renew the lease agreement if the relevant departments of Emfuleni Local Municipality experiences any problems regarding maintenance work, inspections and any other work that might be necessary during the mentioned lease period.

7.

The agreement may be cancelled by either party to this agreement after the other party has been given three (3) months notice of the cancellation of the agreement.

8.

No alteration or variation of the agreement shall be of any force or effect unless reduced to writing and signed by both the Lessor and the Lessee.

FVA S-K

MMS-S [Signature]

9.

Should the Lessee contravene any conditions of this agreement, the Lessor may terminate this agreement immediately and take possession of the Property without prejudice to the Lessor's right to institute a claim against the Lessee for compensation for any damages suffered by the Lessor as a result of the termination of this agreement.

10.

The Lessee indemnifies the Lessor against any claim whatsoever nature for damages the Lessee may incur as a result of leasing the Property.

11.

The Lessor and the Lessee choose as their respective *domicilium citandi et executandi* in respect of this agreement the following addresses:

11.1 The Lessor : Municipal Offices
Cnr. Leslie and Beaconsfield Street
Vereeniging
1930

11.2 The Lessee : 1248 Johandeo/Polokong
Sebokeng
1983

THUS DATED AND SIGNED AT VEREENIGING ON THIS THE 14th DAY OF FEBRUARY 2018.

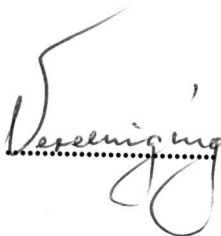


LESSOR

AS WITNESSES:



1. 
2. 

THUS DATED AND SIGNED AT Vereeniging ON THIS THE 14th DAY OF FEBRUARY 2018.



LESSEE

AS WITNESSES:

1. 
2. 

TLHONOLOFATSO OLD AGE HOME

1248 POLOKONG

SEBOKENG

1983

NPO 135-110

01 FEBRUARY 2018

RE: APPLICATION FOR LEASE - ERF 1248 JOHANDEO

TO WHOM IT MAY CONCERN

DEAR SIR / MADAM

I hereby make an application for the lease of the above premise. I am currently running an old age centre. The community of Johandeo has no objection if I operate a centre and the Ward Councilor also support this initiative.

However we are in a quandary as we do not possess a lease agreement.

Initially the Municipality entered into lease agreement with previous owners. Kindly indicate in writing whether you do not have objection if we operate therein pending the registration of our transfer of the above property in your names [SEDIBENG]

On the 30th January 2018 we had a visit from Social Department, it was their second visit, so they give us 15 days to have a lease agreement they will return on the 15th February 2018 its going to be a problem as they said they don't have a choice but to close down the center, were would our elders go.

We request that the Sedibeng District to help us in terms of lease agreement.

For more enquiries please contact 078 123 8387

Thank you in advance for taking time to consider our application.

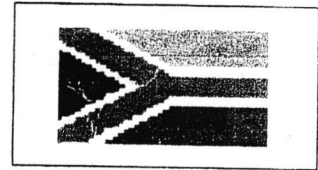
MRS M.A CUTSHWA

CENTER MANAGER



M.A. S.K.

MMS-S 



CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANIZATION

In terms of the Nonprofit Organisation Act, 1997, I am satisfied that

TLHONOLOFATSO OLD AGE HOME

(name of the organisation)

meets the requirements for registration.

The organisation's name was entered into the register on **20 March 2014**
(date)

Registration number **135-110 NPO**

Department of Social



Development

Director's signature

Handwritten signature

MA J.K

MMS-S *Handwritten initials*

NOTICE OF PERSONAL PARTICULARS

1. Any changes to the personal particulars in your ID Book must be communicated to all relevant parties.

NOTICE OF CHANGE OF ADDRESS

1. Keep the NOTICE OF CHANGE OF ADDRESS form in this pocket to report a change of address or a change in particular of your present address e.g. name of street and/or street number etc.
2. Hand in at or post to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS

I.D. No. 710710 0782 081



S.A.CITIZEN

SURNAME

CUTSHWA

FORENAMES

MOOKGO ANGELINE

COUNTRY OF BIRTH

SOUTH AFRICA

DATE OF BIRTH

1971-07-10

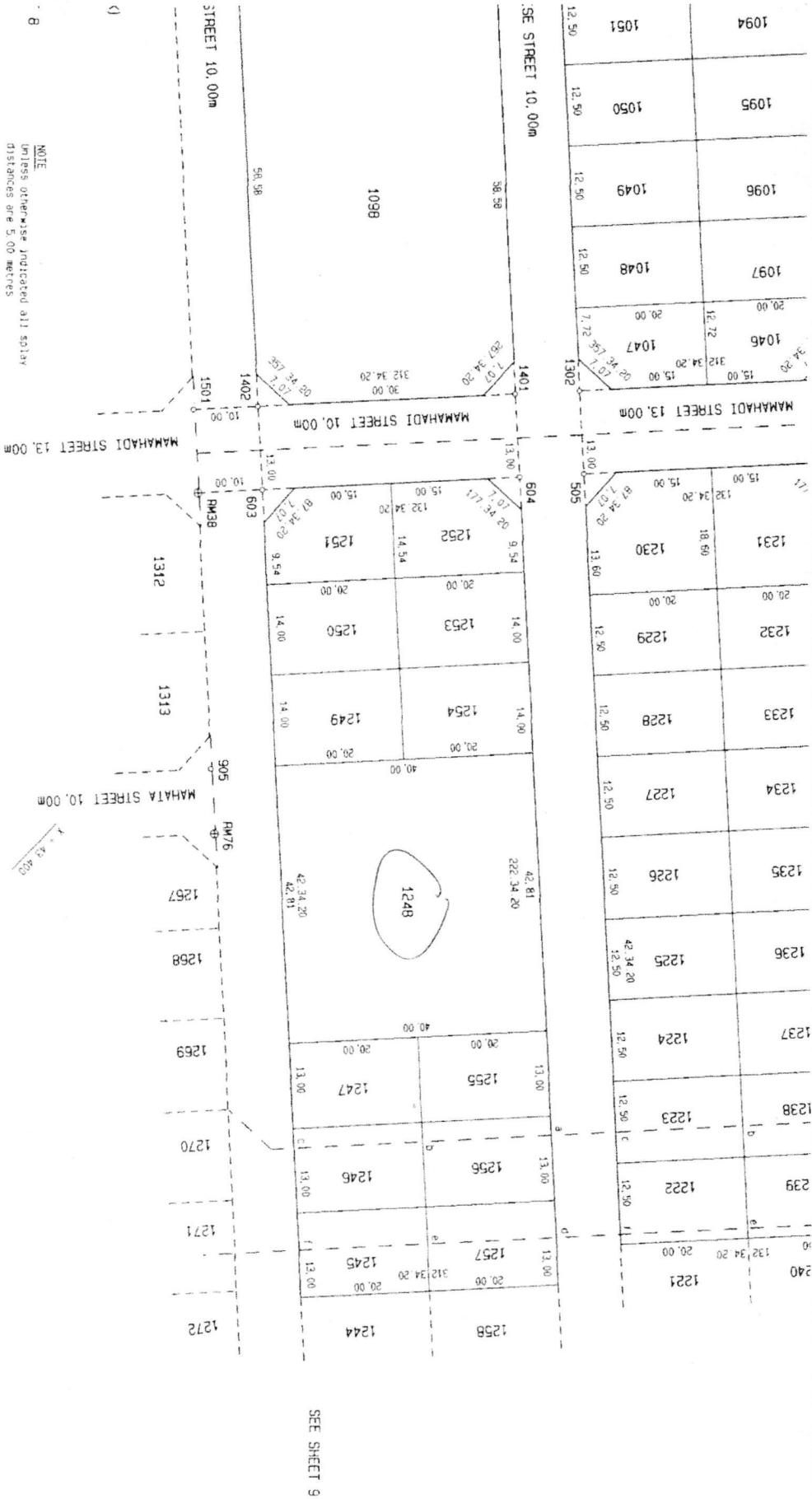


DATE ISSUED
2011-03-01

ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS

MA S-6

MMS-S [Signature]



NOTE
 Unless otherwise indicated all splay
 distances are 5.00 metres.

SEE SHEET 9

MM S-S
 MW