



DOMINION
PROPERTIES

Standard Lease Agreement

THIS LEASE made

BETWEEN: **Dominion Properties Limited** (hereinafter called “**the Lessor**”) of the one part and **The Lessee** named in the schedule of the other part

WHEREAS

- A. The Lessor is the registered proprietor of the land situated at 67 Gladstone Road, Suva, upon which land is constructed two buildings, Building A comprising apartments 1 to 4, Building B comprising apartments 5 to 8, common parts, car parks, and other improvements and known as “Parkview Apartments” (hereinafter collectively referred to as “the Buildings”).
- B. The Lessor agrees to let and the Lessee agrees to take a tenancy of the apartment described in the schedule (hereinafter called “**the demised premises**”), including the furnishing, fittings, plant, machinery and equipment set out in the Furniture Schedule hereto (hereinafter called “**the Lessors Furnishings**”) on the terms and conditions hereinafter contained and subject to the following covenants and restrictions.

NOW THEREFORE:

The parties hereby agree and covenant with each other as follows:-

1. **IN** this Lease Agreement and in any Rules and Regulations made hereunder or annexed hereto unless the contrary intention appears:
“**The Lessor**” means and includes the Lessor its successors and assigns and where not repugnant to the context its servants or agents.
“**The Lessee**” means and includes the Lessee and the executors, administrators, successors and permitted assigns of the Lessee and where not repugnant to the context the servants and agents of the Lessee.
“**The Buildings**” means the Buildings described above together with any modifications extensions or alterations from time to time and together with the fittings and fixtures and other improvements and conveniences amenities and appurtenances thereof from time to time and including (but without affecting the

generality hereof) any entrances, vestibules, stairways, parking areas and other plants machinery, toilets, and common parts and conveniences and the said land.

“**Common Parts**” means those parts of the Buildings provided by the Lessor from time to time for common use by the occupants of the Buildings and including (but without limiting the generality hereof) the entrances, lobbies, corridors, stairways, car parks and other common amenities and conveniences thereof.

Words importing the singular number shall include plural and the masculine gender the feminine or neuter and vice versa and words importing person shall include companies.

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

THE Lessor lets and the Lessee takes the lease at all the demised premises, and the Lessors furnishings as described in the Schedule hereto for a term as stated in the schedule and at a rental as stated in the schedule payable in advance. Each such monthly, quarterly or annual payment aforesaid to be paid on the first day of each and every month during the term hereof.

2. **THE** Lessee shall upon execution hereof deposit with the Lessor a sum equal to one months rental (but not less than \$2000) as a bond for the due performance by the Lessee of the several covenants contained in this Agreement on the Lessee’s part to be performed and the Lessor shall be entitled to utilize such bond against the consequences of any failure by the Lessee to comply with its obligations under this agreement PROVIDED however that if the Lessee shall have duly performed the Lessee’s covenants under this agreement the Lessor shall refund the said bond to the Lessee upon expiry of this Agreement or any extension thereof less a cleaning charge of \$200.

3. **THE** Lessee hereby covenants and agrees with the lessor as follows:-
 - a. To pay the Lessor or its authorized agent the reserved rent on the days and in the manner aforesaid free of any deductions whatsoever. Such payment is to be made direct to the Lessor’s bank account as detailed in the schedule.
 - b. To pay all charges for electricity, gas, and telephone incurred in respect of the demised premises and to pay all costs of reconnection should the said services be disconnected through the Lessee’s act or default. Except that in the case of Apartments 5, 6, 7 and 8 the Lessor will be responsible to pay for all gas charges.

- c. Not to use or permit the premises to be used for any purpose other than a private residence.
- d. That the Lessee will not during the continuance of the agreement assign, transfer, demise, sublet or part with or share the possession of or grant any license affecting or mortgage charge or otherwise deal with or dispose of the demised premises or any part thereof or by any act or deed procure the demised premises or any part thereof to be assigned, transferred, demised, sublet to shared or put into possessions of any person or persons without the consent in writing of the Lessor first hand and obtained.
- e. The Lessee will not at any time during the continuance of this Lease:
 - i. use exercise, carry on, permit or suffer to be used, exercised or carried on or upon the demised premises or any part thereof any noxious noisome or offensive act trade business occupation or calling; or
 - ii. do, omit, permit or suffer to be done or omitted any act, matter or thing whatsoever in, upon or about the demised premises or the Building or any part thereof which is, shall, may be or grow to the annoyance, nuisance, grievance, damage or disturbance of other lessees, tenants or occupiers of the building or persons otherwise lawfully therein or occupiers or owners of adjacent premises.
- f. The Lessee will not erect or place, upon within or without the demised premises or the Building any loudspeakers, nor use any radio, television, video, stereo, or other equipment in such a way that it becomes a source of annoyance, disturbance, and/or nuisance to other tenants and/or persons lawfully in the building.
- g. The Lessee will not erect, display, affix or exhibit on or to the exterior of the demised premises any sign, light, embellishment, advertisement, name or notice.
- h. The Lessee will at all times observe and comply with the Rules and Regulations of the Building contained in hereunder (and as from time to time varied, added to, deleted or amended as hereinafter provided) PROVIDED THAT no amendments or variations to such rules, regulations or any variation thereof shall be inconsistent with the rights of the Lessee as referred to in this Agreement AND the Lessee acknowledges, agrees and declares that failure of the Lessee to keep any of such rules and regulations as may from time to time be in force shall constitute a breach of the terms of this Agreement in the same manner as if the rules and regulations are contained herein as covenants with the Lessor.
- i. The Lessee will during the whole of the said term and otherwise so long as the Lessee may remain in possession or occupation when, where and so often as shall need be maintained, repair and keep the whole of the

demised premises in good and substantial repair working order and condition (having regard to their condition at the commencement of the lease), damage by fire, flood, lightning, storm, tempest, Act of God, war, damage, and reasonable wear and tear only excepted PROVIDED HOWEVER, that nothing herein contained shall impose any obligations upon the Lessee to do any work of a structural nature except such as may be occasioned by the act, neglect or default of the Lessee or by his use or occupancy of the demised premises.

- j. The Lessee will at the expiration or sooner determination of this Lease peaceably surrender or yield up unto the Lessor the whole of the demised premises and every part thereof in good and substantial repair, order and condition in all respects (having regard to their condition at the commencement of the Lease) and clean and free from rubbish, damage by fire, flood, lightning, storm, tempest, Act of God, damage and reasonable wear and tear alone excepted.
- k. To keep the Lessors furnishings and fittings in good repair and condition and to restore them to the Lessor at the termination of the tenancy in the like condition, fair, wear and tear and damage by fire, earthquake, hurricane or other Act of God or any such damage caused by the negligence of the Lessor, or its servants or agents alone excepted.
- l. From time to time make good any breakage, defect or damage to the common parts or to any adjoining premises or any facility or appurtenance thereof occasioned by want of care, misuse or abuse on the part of the Lessee or the Lessee's servants, agents, contractors, or sub-contractors or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee, hereunder or under any rules or regulations of the Lessor made pursuant hereto.
- m. To at the Lessees own expense replace or repair all circuits fuses, switches, electricity points or light bulbs in the electrical installation of the demised premises which become defective or are broken on account of the Lessees use or negligence during the continuance of the tenancy and will promptly renew the washers of any leaking taps during the said term.
- n. To at the Lessees own expense replace or repair all televisions, video recorders, DVD players, fridges, microwaves, stoves, washing machines, clothes dryers or other electrical appliance supplied by the Lessor at the demised premises which become defective or are broken on account of the Lessees use or negligence during the continuance of the tenancy.
- o. To keep clean and clear and in good order and repair all taps, drains, sinks, cisterns, pipes and appurtenances to the demised premises belonging (damage by fire, storm, earthquake, or inevitable accident and fair, wear and tear without neglect or willful default of the Lessee alone excepted).
- p. Not to throw or permit to be thrown any rubbish or other substances or things out of any windows or doors of the demised premises or other parts

of the Building or into any water closet or other water supply apparatus of the Building and not to do or permit any act whereby the interior or exterior walls of the demised premise shall be discoloured, defaced or damaged.

- q. The Lessee will take all reasonable precautions to keep the demised premises free of all rodents, vermin insects birds and animals and in the event of failing to do so will if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.
- r. The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services to or fittings in the demised premises and of any circumstances likely to be or cause any danger, risk or hazard to the demised premises or the Building or any person therein.
- s. Not to cut or injure any of the ceilings, roof, walls partitions or doors of the demised premises nor make any structural or other alterations or additions thereto without the written consent of the Lessor first had and obtained and to promptly replace any windows broken by the Lessee or the Lessee servants, agents or invitees, at the Lessees cost.
- t. Not without such consent install water, gas, or electrical fixtures, equipment or appliances or any apparatus for illuminating, air conditioning, heating, cooling, ventilating the demised premises nor mark, paint or drill or in any way deface any walls, ceilings, partitions, floors or other part of the demised premises.
- u. That the Lessor and its agents may at all reasonable times upon giving to the Lessee reasonable notice (except in case of emergency when no notice will be required) enter upon the demised premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect for the repair of which the Lessee may be responsible hereunder requiring the Lessee within a reasonable time to repair the same and in default of the Lessee so doing it shall be lawful for the Lessor from time to time to enter and execute the required repairs as if it were the lessee and for that purpose the Lessor, its architects, contractors, workmen and agents may enter upon the whole or any part of the demised premises and therein remain for the purpose of doing, erecting or effecting any such repair **AND** any expense and costs of carrying out such works shall forthwith be payable by the Lessee to the Lessor.
- v. The Lessee will permit the Lessor its architects, contractors, workmen, servants and agents at all times on reasonable notice to carry out repairs, renovations, maintenance, modifications, extensions or alterations to the demised premises or to any part thereof or to the building or any part thereof deemed necessary or desirable by the Lessor and for any of these purposes to enter the demised premises or the Building **PROVIDED**

ALWAYS that in the exercise of the Lessor's powers under this paragraph no undue inconvenience shall be caused to the Lessee.

- w. The Lessee agrees to occupy and keep the demised premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor and its agents, servants, contractors and employees in the absence of any negligence on their part from all claims and demands of every kind resulting from any accident, damage or injury occurring therein and the Lessee **EXPRESSLY AGREES** that in the absence of any negligence as aforesaid the Lessor shall have no responsibility or liability for any loss or damage to fixtures or personal property of the Lessee.
 - x. The Lessee will and does hereby indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs, and expenses for which the Lessor shall or may be or become liable in respect of or arising from:-
 - i. the negligent use, misuse, water or abuse by the Lessee or any servant, agent, sub-tenant or any other person claiming through or under the Lessee of the water, gas, electricity and other services and facilities of the demised premises or the Building.
 - ii. overflow or leakage of water (including rain water) in or from the demised premises but having origin within the demised premises or carried or contributed to by any act or omission on the part of the Lessee his servants, agents, sub-tenants or other persons as aforesaid.
 - iii. loss, damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the demised premises by the Lessee or any servant, agent, sub-tenant or other person as aforesaid:
 - iv. loss, damage or injury from any cause whatsoever to property or person within or without the demised premises or the Building occasioned or contributed to by any act, omission, neglect, breach or default of the Lessee or any servant, agent contractor or sub-contractor, sub-tenant or other person as aforesaid.
4. **THE** Lessor hereby covenants and agrees with the Lessee as follows:
- a. The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants, obligations and provisions in this Lease on the part of the Lessee to be observed and performed shall and may peaceably possess and enjoy the demised premises for the term hereby granted without any interruption or disturbance from the Lessor or any other person or persons lawfully claimed by, from or under the Lessor.
 - b. In the event of the Lessee holding over after expiration or sooner determination of the term granted by this demise with the consent of the

Lessor, the Lessee shall become a monthly tenant only, of the Lessor on the said terms and conditions mutandis as those herein contained so far as applicable.

- c. The Lessee may at, or prior to the expiration of the lease take, remove and carry away from the demised premises all fixtures, fittings equipment or other articles upon the demised premises in the nature of 'tenants' fixtures brought upon the premises by the Lessee but the Lessee shall not in such removal do damage to the demised premises or Building and shall forthwith make good any damage which the Lessee may occasion thereto and shall remove all rubbish and shall leave the premises in a clean state and condition.
 - d. The Lessor will pay duly and punctually all taxes, insurances, rates assessments whether municipal, local government, parliamentary or otherwise which at any time during the said term or any renewal thereof may be charged upon the demised premises and/or upon the Lessor on account thereof.
 - e. The Lessor shall keep the Common Parts clean and tidy and in usable condition and in good and tenatable repair, fair wear and tear accepted.
 - f. The Lessor shall keep in good and tenatable repair and condition all the demised premises so that the Lessee shall have the full and free use and benefit of the same without limiting the generality of the foregoing the Lessor will at all times maintain in good condition and proper working order the water, electricity, sewage and drainage installations in or serving the demised premises except in the case of defects occasioned by the Lessee's negligence or default.
5. **THE** Lessor and the Lessee hereby mutually covenant and agree as follows:-
- a. That, subject to the provisions of Section 105 of the Property Law Act Cap 130 if the rent hereby reserved or any part thereof or any other moneys payable by the Lessee to the Lessor hereunder shall be unpaid for the space of fourteen (14) days after any of the days on which the same ought to have been paid and in accordance with the covenants, obligations and provisions of this Lease or any Rule made hereunder then ipso facto the Lessor at any time or times thereafter shall have the right to re-enter into and upon the demised premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of its former estate anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event and thereupon the Lessor shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease.
 - b. On each and every occasion on which the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein

covenanted to pay, do or effect then it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by itself its architects, agents, contractors, and workmens as if it were the Lessee and for that purpose the Lessor its architects, contractors, workmen and agents may enter upon the whole or any part of the demised premises and there remain for the purpose of doing or effecting any such thing and the Lessor may recover the amount expenses and cost of such payment doing or effecting forthwith.

- c. If the whole or any part of the demised premises shall be destroyed or damage by fire, flood, lightning, storm, tempest or other Act of God or disabling cause so as to render the demised premises during the term substantially unfit for the use and occupation of the Lessee or so as to deprive the Lessee of substantial use of the same or so as to render the rebuilding or reconstruction of the Building in its previous form impracticable or undesirable in the opinion of the Lessor then:
 - i. This Lease may be terminated without compensation by either the Lessor or the Lessee by notice in writing to each other PROVIDED ALWAYS that in the latter case the Lessor shall have failed to re-build or reinstate the demised premises within a reasonable time after notice in writing from the Lessee;
 - ii. Any such termination as aforesaid shall be without prejudice to the rights of either party in respect of any antecedent breach, matter or thing;
 - iii. Nothing herein contained shall be deemed to impose any obligations upon the Lessor to rebuild or reinstate or make fit for occupation the demised premises.
 - iv. Upon the happening of any such damage or destruction as aforesaid the total monthly rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained shall abate until the demised premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until the lease shall be terminated.
- d. Notwithstanding anything herein contained, the lessor shall be entitled to terminate this tenancy at the Lessee's request, provided that not less than two (2) months written notice of the intention to terminate is given to the Lessor.
- e. That no waiver by the Lessor of a breach of any covenant, obligations or provisions in this lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligations or provision in this lease or implied.

- f. That without prejudice to any other means of giving notice, any notice required to be served hereunder shall be sufficiently served on the Lessee if served personally or if left addressed to the Lessee on the demised premises and shall be sufficiently served on the Lessor if served personally or if addressed to the Lessor and left at the Lessor's place of business and a notice sent by post shall be deemed to be given at the time when it ought to be delivered in due course of post.
- g. That the Lessee shall pay any and all costs, including the Lessor's solicitors costs of the preparation and completion of this Lease together with the stamp duty registration fee (if any) and any other disbursements and costs.
- h. That the Lessor shall have the right at any time and from time to time to delete vary amend or add the aforesaid rules and regulations for the time being deemed to be for the safety care and cleanliness thereof and/or for the preservation of good order therein for the comfort of the occupiers and invites.
- i. In any case where pursuant to these presents or to any rule or regulation made hereunder the doing or executing or any act, matter or thing by the Lessee is dependent upon the consent or approval of the Lessor such consent or approval may be given or withheld by the Lessor in its absolute uncontrolled discretion unless otherwise herein provided.
- j. The covenants, provisions, terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provisions or terms whether in respect of the demised premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking, given or made by either party to the other on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby negative.

RULES AND REGULATIONS OF THE BUILDING

1. The Lessee shall not in any way obstruct or permit the obstruction of the pavement, entry, vestibules, corridors, passages, halls, stairways, landings or other common parts of the Building or use them or any of them for any other purposes than for ingress or egress and shall not place leave or cause to be placed or left any furniture, box, parcel, bottle or other thing nor any refuse or rubbish in any entrance, landing, passage, stairway or other common parts of the Building.
2. The Lessee shall not cover or obstruct the floors, skylights, glazed panels, ventilators and windows that reflect or admit light or air into passage-ways or into any part of the building or cover or obstruct any lights or any other means of illumination in the Building.

3. No window blinds, window screens, burglar bars or awnings shall be erected without the approval of the Lessor.
4. Except with the consent in writing of the Lessor, no animals or birds shall be kept in or about the premises and if such consent is given it shall be deemed to be by way of license revocable at will.
5. The Lessee shall not throw anything out of the windows or doors or passages, or skylights of the Building or deposit waste paper or rubbish anywhere except in proper receptacles or place upon any sill, ledge, or other like part of the demised premises or the common parts any article or substance.
6. The Lessee shall not (except with the written consent of the Lessor and under the supervision of the Lessor or the Lessor's agent and to the Lessor's satisfaction) erect upon or affix to the demised premises or any part thereof or of the Building any machinery or mechanical or scientific or electrical apparatus excepting only radio and television receiving sets (and indoor aerials therefore) and small domestic electrical apparatus properly fitted with an approval suppressor against electrical interference to other apparatus.
7. The Lessee shall not leave any doors or windows unlocked or unfastened when the premises are left unoccupied and the Lessor reserves the right for its Managing Agents, caretaker or other duly authorised persons to enter the premises and fasten the same if left insecurely fastened.
8. The Lessor will provide a keys or electronic tag for locks on doors of the demised premises and the Lessee will return to the Lessor on the determination of the Lease such keys and shall not permit the same at any time to come into the possession of any person other than the Lessee its servants or agents. Any replacement or additional key or electronic tag will be provided at a cost of \$20 per key or tag.
9. No rags, dirt, rubbish, refuse or other substance shall be inserted or placed or left in the sinks, baths, lavatories, cisterns or any pipe in the demised premises nor shall any obstruction or blockage be caused therein in any other manner whatsoever.
10. No rubbish or waste shall at any time be burned upon the demised premises or the Building.
11. The Lessee shall not allow any person or child to loiter or play in or about any entrance, passage, stairway, car park, garage or any other common parts of the Building.
12. The Lessee shall not hang or display from any window or balcony in such a way as to be visible from the common parts, washing, towels, clothing, bedding or other articles, and will not store or place any article in such a way that the Lessor resolves may constitute a detraction in any way from the general appearance of the building.

