

**This translation can only be used in combination with and as explanation tot the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. These general conditions are subject to Dutch law.**

## **LEASE FOR RESIDENTIAL ACCOMMODATION**

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Model adopted by the *Raad voor Onroerende Zaken* (Council for Real Estate Matters, "ROZ") in July 2003.  
This model may only be referred to and it may only be used if the completed, added or deviating text is clearly recognisable as such. Any additions or deviations should preferably be included under the heading 'Special Provisions'. ROZ does not accept any liability for any adverse consequences of using the text of the model.

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The undersigned:  
registered office at:

to these represented through:  
registered office at:

hereinafter 'the lessor',

and: (name 1st the tenant)  
born on (date) in (place of birth)  
occupation

and: (name 2nd the tenant)  
born on (date) in (place of birth)  
occupation

registered at: (current address)  
(current postcode + place)

(where applicable: each individually and both jointly), hereinafter referred to as 'the tenant',

have agreed as followed:

### **The leases object, designate use**

**1.1** The lessor lets to the tenant and the tenant rents from the lessor the residential accommodation, hereinafter referred to as 'the leased object', known locally as:

**1.2** The leased object may only be used as residential accommodation.

**Tenant's initials:**

**Lessor's initials:**

## 2. Conditions

Under this lease, the parties shall comply with all statutory provisions with respect to the letting and renting of residential accommodation, save where this lease provides otherwise. The 'GENERAL PROVISIONS FOR LEASE OF RESIDENTIAL ACCOMMODATION', as adopted in July 2003 and filed with the Register of the District Court in The Hague on 11 July 2003, and recorded in the said Registry under number **74/2003 9**, hereinafter: 'the General Provisions', form an integral part hereof. These General Provisions are known to the parties. The tenant has received a copy of the General Provisions. The General Provisions are applicable except where in this lease they are explicitly departed from, or where their application is not possible with respect to the lease object.

### Term, renewal, termination

**3.1** This lease is entered into for a term of one year as from the date of delivery of the leased object to the tenant, which date shall be stated in the delivery report. During this period, the parties are not allowed to terminate the lease prematurely by giving notice. The lessor shall make the leased object available to the tenant on the commencement date of the rent, unless this day is not a working day, provided that the tenant has complied with any obligations he might have towards the lessor at that time. If a specific time period is stated in 3.1 and this period expires without the lease having been terminated, the lease shall continue to be in force for an indefinite period of time. The lease may only be terminated by giving notice with due observance of article 19 of the General Provisions.

### Payment, term of payment

**4.1** As from the commencement date of this lease, the tenant owes the following amounts:

- the rent
- the costs of the additional supplies and services mentioned under 6 (service charges).

**4.2** The costs of additional supplies and services are determined in accordance with the provisions of articles 14.1 to 14.7, inclusive, of the General Provisions. The costs are subject to a scheme of periodical advance payments with settlement afterwards, as set forth in the above-mentioned articles.

**4.3** The rent and the advance payment of the costs of additional supplies and services are payable in advance, on or before the first day of the period for which payment is due, in a manner to be stipulated by the lessor.

**4.4** For each term of payment

- the rent is	€	(net rent)
- the advance payment for the costs of the supplies and services to be provided by or on behalf of the lessor for the benefit of the tenant	€	-
- the advance payment for the costs of heating expense	€	-
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So that the amount the tenant must pay each month is € (total rent)

In words: (amount in words) Euro

**4.5** In view of the commencement date of this lease, the first term of payment pertains to the periods from (*1<sup>st</sup> of the month*) through (*last day of the month*); the amount due for this first period is € (total rent)

The tenant shall pay this amount on or before (commencement date rent).

### Adjustment for the rent

**5.1** We refer to the enclosed Enclosure liberated rent price

Tenant's initials:

Lessor's initials:

### **Supplies and services**

**6.** The following additional supplies and services are to be provided by or on behalf of the lessor for the benefit of the tenant:

- a. Cleaning of the communal spaces;
- b. Manager;
- c. Window cleaning communal spaces and (for the tenants unreachable (private) windows);
- d. The service subscription at the sewerage cleansing-department
- e. Glass insurance
- f. Electricity and maintenance with respect to:
  - communal lightning
  - Maintenance of the intercom/internal telephone system
  - elevators
  - hydraulic system
  - mechanical ventilation
  - cooling-water circuit
  - telephones in elevators
  - window cleaning installation
- g. maintenance of individual measuring system for cities heating
- h. minor gardening work
- i. cities heating on behalf of space heating and hot water (individual measured) \*
- j. administration fee for abovementioned service charges, increased with legally due V.A.T.

\* When the lessor agrees with a heating supplier that the delivery of heat to the tenant and clearance directly with the tenant, the present advance payment for costs of services charged will be decreased with that specific amount.

### **Taxes and other levies**

**7.1** Except where this is not allowed by law or pursuant to regulations arising from the law, the following charges shall be for the tenant's account, even if they are imposed on the lessor:

- a. Property tax, water board charges, or polder dues for the actual use of the leased object and the actual shared use of the service areas and the general and communal spaces;
- b. Environmental levies, including surface water pollution levies and charges for purification of waste water;
- c. Betterment levies, or related taxes or levies, in full or a proportionate part thereof, if and to the extent that the tenant benefits from the object with respect to which the tax or levy is imposed;
- d. Other existing or future taxes, environmental protection contributions, charges, levies and dues
  - with respect to the actual use of the leased object;
  - with respect to the tenant's property,
  - which would not be imposed, fully or in part, if leased object was not given in use.

**7.2** If the levies, taxes, dues or other charges that are for the tenant's account are collected from the lessor, the tenant shall compensate the lessor for these at the latter's first request.

### **Domicile**

**8.1** As from the commencement date of the rent, all notifications made by the lessor to the tenant in connection with the execution of the lease will be sent to the address of the leased object, as being the actual place of residence of the tenant. If the leased object is no longer the permanent domicile of the tenant, the tenant undertakes to notify the lessor accordingly in writing immediately, stating his new address and domicile. If the tenant vacates the leased object permanently without notifying the lessor of his new address, the address of the leased object will continue to be regarded as the tenant's domicile.

**Lessor's initials:**

**tenant's initials:**

**Bank guarantee**

9. As guarantee that the tenant will compliance with the provisions of this lease the tenant **(name tenant)** by signing this lease hand over a bank guarantee to the lessor, with an amount of **(amount)**. (In words: **(amount in words)** Euro). The bank guarantee shall obtain for the prolongation of this lease including changes in the lease, remain until ... months after termination of this lease and also for any competent successor of the lessor.  
The tenant has no liability to claim any amount of the bank guarantee.

**Manager**

10. Until such time as the lessor announces differently, the following firm will act as manager:

Jacobus Recourt B.V.

**Special Provisions**

11. Refer to the Special Provisions and the General Provisions for lease of residential accommodation

This lease and the following enclosures will be one complete agreement and has to be signed by tenant and lessor:

- Enclosure liberated rent price
- Special Provisions
- Conditions hard floor covering
- Ground-plan
- Inventory list

Drawn up and signed in triplicate,  
place: Amsterdam,  
date .....

place: Amsterdam,  
date .....

The lessor:  
**Jacobus Recourt B.V.**

The tenant (s):  
**(name 1<sup>st</sup> tenant)**

**(name 2<sup>nd</sup> tenant)**

Signed separately by the tenant(s) for the receipt of a copy of the General provisions for lease of residential accommodation as mentioned in article 2.

**The tenant (s) : (name 1<sup>st</sup> tenant)**

**(name 2<sup>nd</sup> tenant)**

**ENCLOSURE OF THE LEASE FOR INDEPENDENT RESIDENTIAL ACCOMMODATION WITH A LIBERATED RENT PRICE**

Going with the lease for residential accommodation d.d.: (starting date rent) referring to the apartment known locally as the.

The tenant (s): (name of the tenant(s))  
Born on (date of birth) at (place of birth of the tenant(s))

- I. The rent shall be adjusted annually as per 1 July, for the first time on 1 July following on the commencement date of the rent, with a percentage to be determined by the lessor, which percentage shall be equal to the percentage-wise change of the monthly price index of the consumer price index (CPI) for February, series all households, determined as per the most recent date and calculated in accordance with paragraph II of this provision, plus a percentage not exceeding 5% (the percentage increase to be determined by the lessor).
- II. The percentage-wise change of the monthly price index of the consumer price index for February, as referred to in paragraph I, above, shall be calculated by dividing the index for the month of February prior to the month of July in which the rent is to be adjusted (A) by the monthly price index for February in the preceding year (B), and by subsequently subtracting from the outcome (X) a factor 1 and multiplying the result with a factor 100.  
 $(x-1) \times 100$ , in which x represents A/B
- III. If adjustment of the rent would result in a lower rent than the then applicable rent, the rent shall not be adjusted. In that event, the then-applicable rent shall remain unchanged until, on the occasion of a next indexation, the index for the month of February in the year in which the rent is to be adjusted, is less than 5% lower than the index for the month February in the year in which, in the month of July, the rent was adjusted for the last time. In this event, the indices of the months referred to in the preceding sentence will be used to calculate the percentage.
- IV. If the lessor fails to notify the tenant in writing of the percentage with which he intends to increase the rent, on top of the adjustment of the rent in accordance with the change of the afore-mentioned index, at least one month before the commencement date on which the rent is to be adjusted, the rent adjustment shall only be applicable insofar as this adjustment is due to the percentage-wise change in the afore-said index, without prejudice to paragraph III, even if the tenant is not notified of this percentage-wise increase separately.
- V. If the CBS ceases to publish the afore-said price index, or changes the basic calculation thereof, an index will henceforth be used that shall be adapted or similar as much as possible; if a difference of opinion arises in this regard, the party taking the initiative thereto may ask the director of the CBS to take a decision on the matter, which decision shall be binding upon both parties. If the CBS ceases its activities completely, an index will henceforth be used that shall be adapted or similar as much as possible, as used by the body that shall succeed the CBS or by an organisation whose function is comparable to that of the CBS; if a difference of opinion arises in this regard, the party taking the initiative thereto may ask the director of that organisation to take a decision on the matter, which decision shall be binding upon both parties. Any costs related to taking the binding decision shall be for the account of the parties, each for equal shares.

Place: Amsterdam, .....

Place: ....., .....

The lessor:  
**Jacobus Recourt B.V.**

The tenant (s):  
**(name 1<sup>st</sup> tenant)**

**(name 2<sup>nd</sup> tenant)**