

CENTURY 21

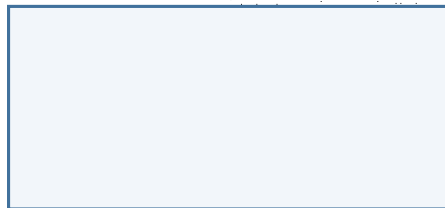
East London

Tel: (043) 726 1696
Fax: (043) 726 4585
P.O. Box 2013
Beacon Bay, 5241
eastlondon@century21.co.za

84 Vincent Road
Vincent
East London
5241

AGREEMENT OF LEASE

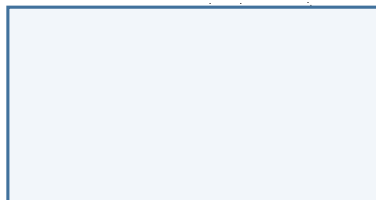
Entered into by and between:



(Identity Number)

(Herein referred to as "the Landlord")

AND



(Identity Number)

(Herein referred to as "the Tenant")

Sent on the : 3/6/22
L.D

in respect of the residential premises located at

NO. 27A HUDSON AVENUE (UNIT. D – BERNside ON HUDSON), VINCENT,
EAST LONDON.

("the Premises")

Handwritten signature and initials
R.M. AM

1. LETTING & HIRING

The Landlord lets and the Tenant hires, the Premises upon the terms and conditions contained in this agreement.

2. DURATION

2.1 This lease shall come into operation on the 03rd of June 2022 and will continue for a period of 23 months and 28 days and shall expire on the 31st of May 2024. The tenant will have the 1st option to renew.

2.2 The Tenant agrees that they shall, not later than 3 (three) months before the expiry date, advise the Landlord in writing:

2.2.1 That they wish to terminate the lease on the expiry date; or

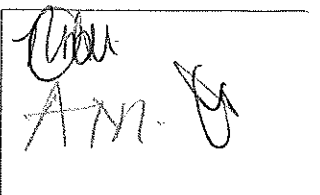
2.2.2 That they wish to renew the lease on the expiry date for a further fixed term to be agreed upon between the parties.

2.3 Should the Tenant fail to take possession of the property within a period of 3 (three) days from the commencement date or from whatever date the property is available, then in any such event the Landlord shall have the right and option to immediately cancel this lease without notice, and thereupon this lease shall terminate and be of no force or effect.

2.4 Notwithstanding anything to the contrary herein contained, should this lease be cancelled as a result of the Tenant failing to take occupation, the Tenant shall have no further rights or claims of any nature against the Landlord. The Tenant shall forfeit any deposit paid and be liable for any loss of monthly rental or other damage sustained by the Landlord.

2.5 Any renewal of the lease shall be by mutual agreement. In the event that mutual agreement is not reached, this agreement shall terminate on the expiry date.

2.6 In the event of the Tenant remaining in occupation of the property, after this lease has expired, all terms and conditions of this lease will remain

Handwritten signature and initials, possibly 'AM', in a box.

effective and be applicable, save that the rental amount may change until such time as a new lease agreement is signed by both parties or either party terminates the agreement by giving the other party 1 (one) month's written notice.

- 2.7 Should a lease agreement not be signed within 7 days after receipt a **10% penalty** will be debited to the rental account.

3. **RENT**

- 3.1 The rent, payable by the Tenant shall be **R13 650.00 (Thirteen Thousand, Six Hundred and Fifty Rand)** per month for the first 12 months of the lease agreement and then an escalation of 8% for the duration of the lease period.

- 3.2 The Tenant shall pay the rental on or before the first day of every month directly into the bank account of the Landlord or his/her Agent being CENTURY 21, as advised in writing. Payments shall be made at such other place or into such other account as may be specified by the Landlord in writing from time to time.

- 3.3 The Landlord shall be responsible for the payment of levies and any rates levied in respect of the Premises. Whenever the rates are increased during the lease period, the Landlord shall be entitled to, by written notice to the Tenant, increase the rent in clause 3.1 by the amount of the increase in rates, calculated on a monthly basis. The increase in rent shall take effect on the first day of the month following that in which the Landlord's notice of the increase is received by the Tenant or on the date the increase in rates takes effect, whichever is the later.

- 3.4 The Tenant shall, from the commencement date, be liable for and pay on the due date thereof to the relevant local authority all applicable fees, charges or deposits in respect of electricity, fire, water, gas, sewerage, refuse removal and any other services required by the Tenant in respect of the Premises. These charges are all payable on presentation of an account from the Local authority or an invoice received from the Landlord or his/her agent. The supplier may terminate the supply should the Tenant default on such payments.

DM
AM

- 3.5 Payments of rentals after the 7th day of the month, in respect of the month for which the rental is due, shall be subject to a **surcharge of 10%** to cover collections fees/and/or additional administration costs.

4. **DEPOSIT**

- 4.1 The Tenant will pay the Landlord via, CENTURY 21 a deposit of **R27 300.00 (Twenty-Seven Thousand, Three Hundred Rand)** and a Utility deposit of **R1 500.00 (One Thousand, Five Hundred Rand)**. The Landlord may apply this deposit in whole or part, at any time during the lease period or after the expiry date, towards the payment of any amount for which the Tenant is liable under the lease agreement, including but not limited to arrear rental, the reasonable cost of repairing any damage to the Premises and/or the cost of replacing lost keys.
- 4.2 Whenever during the lease period the deposit is so applied, in whole or part, the Tenant shall on demand, reinstate the deposit to its original amount.
- 4.3 As soon as all the obligations of the Tenant to the Landlord have been discharged, following expiry of this lease and subject to the Premises being in the same order and condition as they were leased, fair wear and tear accepted, the Landlord shall refund to the Tenant so much of the deposit as has not been applied by the Landlord towards payment of any amount due by the Tenant.
- 4.4 Under no circumstances may the Deposit be deducted from the final month's rental.

5. **USE OF THE PREMISES**

The Premises are let to the Tenant for use as a private residence and not for any other purpose whatsoever. The Premises shall be used and occupied personally by the Tenant. It is agreed that the following number of persons shall occupy the premises for the duration of the lease: **3 adults and 2 children. Pets/animals: None.**

Handwritten signature
ANTA

6. INSURANCE

6.1 The Tenant shall not keep or do in or about the Premises anything that would enhance any of the risks against which the Premises may be insured to the extent that the insurance of the Premises is rendered void or voidable or the premiums of the insurance are, or become liable to be increased.

6.2 Without prejudice to any other right of action or remedy which the Landlord may have arising out of a breach of clause 6.1, the Landlord may recover from the Tenant on demand the full amount of any increase in insurance premiums attributable to such breach.


7. ASSIGNMENT AND SUB-LETTING

The Tenant shall not cede or assign this lease either in whole or in part, or sub-let the Premises or any portion thereof or permit or allow any other person to occupy the Premises or to reside therein or to obtain possession thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

8. DAMAGES AND MAINTENANCE

8.1 CENTURY 21, if so authorised by the Landlord, may exercise on behalf of the Landlord all the Landlords rights and powers in terms of this Agreement.

8.2 The Landlord and Tenant shall, prior to occupation of the Premises by the Tenant, jointly inspect the Premises and its contents including the stoves, keys, locks, windows, plumbing, electrical or gas installations and fittings, water taps, cookers, fireplaces or furniture and note in Annexure "A" to this agreement the existence of any damage or defects thereto. Save for any damage or defects noted in Annexure "A", the Premises shall be deemed to have been received by the Tenant in a good and proper state of repair and condition, suitable for the purpose for which it was let.


A.M. &

8.3 It is specifically recorded that the damages and defects recorded in terms of clause 8.2 shall not place any obligation on the Landlord to repair the Premises concerned, the intention being only to record the state of repair in which the Tenant took occupation of the Premises.

8.4 The Landlord and Tenant shall, not less than 3 (three) days prior to the expiry date, arrange for a joint inspection of the Premises for the purposes of ascertaining whether there was any damage caused to the Premises during the Tenant's occupation thereof.

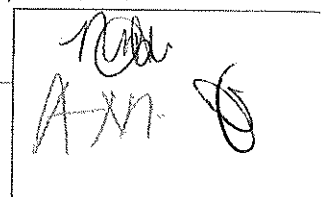
8.5 The Tenant undertakes during the currency of the lease, to keep the interior of the Premises, all fixtures and fittings therein or thereon, windows, doors, the garden and the alarm in a clean condition and in good order and repair. The Tenant shall, upon expiry of the lease redeliver same to the Landlord in good order and repair, fair wear and tear accepted. The Tenant shall make good and repair at his/her own cost any damage or alternatively shall reimburse the Landlord for the cost of replacing, repairing or making good any such damage. Notwithstanding the generality of this clause, the Tenant specifically undertakes to comply with all the obligations in clause 9 below.

8.6 The Tenant shall not alter or remove the existing electrical and plumbing installations, shall keep same in good working order and repair and shall ensure that the sewage installations are kept free of any blockages. Any major breakdown of any electrical or plumbing installation shall be repaired by the Landlord, unless such breakdown was caused by the negligence or wilful action of the Tenant or any other occupant of the Premises in which case such breakdown shall be remedied by the Tenant, at his/her own cost.

9. TENANT'S OBLIGATIONS

9.1 The Tenant undertakes to at his/her expense:

9.1.1 To be responsible for any damage done to the Premises by reason of any furniture or other objects or vehicles being brought into, onto or removed from the Premises, fair wear and tear accepted;

Handwritten signature and initials in a box.

- 9.1.2 Keep and maintain all gutters, sewerage pipes, water pipes and drains on the Premises free from obstruction and/or blockages; and
- 9.1.3 Keep the grounds of the Premises in a clean and tidy condition, free from all litter and rubbish, free from all weeds and to keep the hedges trimmed, lawns mowed and flowerbeds neat and tidy, in good condition and properly watered; and
- 9.1.4 Keep the electrical system in good working order and condition; and
- 9.1.5 Replace all light fittings and fluorescent bulbs, starters, globes, ballast's and incandescent bulbs used in the Premises which may become broken or damaged; and
- 9.1.6 Repair or replace all tile, windowpanes, interior fixtures and fittings which may become broken or damaged during the lease period; and
- 9.1.7 Clean all the floor coverings and tiles regularly, it being understood that same shall be replaced completely at the expense of the Tenant should they be damaged beyond reasonable wear and tear; and
- 9.1.8 To be responsible for the costs associated with having the alarm connected to an alarm monitoring or armed response company, if an alarm system is installed on the Premises.
- 9.1.9 Not to allow or permit disorderly conduct or noise in the Premises so as to constitute a nuisance to the occupiers of neighbouring properties;
- 9.1.10 Not contravene or permit the contravention of any law, by law, regulation, town planning scheme or condition of title relating to or affecting the Premises;

AM

9.2 Should the Tenant fail to maintain the Premises in the manner specified in this clause and continue to do so for 7 days after receipt of a written notice calling on the Tenant to attend to the matter, the Landlord shall be entitled, in addition to any other rights or remedies available to him/her in terms of this agreement, to carry out the necessary maintenance work at his/her discretion and to recover the full cost thereof from the Tenant.


9.3 Except as is stipulated in this Agreement, the Landlord is not obliged to effect repairs to or maintain the Premises or the goods, and the Tenant may not withhold the Rental or claim any refund in respect of rental paid by reason of any defect whatsoever in the Premises or the goods, or because the Premises are unsuitable for the purposes for which the Premises are let.

9.4 On termination of the lease, the Tenant shall restore the whole of the Premises to the same good order and condition as the Premises were on date of occupation, fair wear and tear excluded. The Landlord or his Agent shall within 7 days after restoration of the Premises inspect the Premises and notify the Tenant in writing of all damages to or defects in the Premises for which the Tenant is liable.

10. **ALTERATION, ADDITIONS AND IMPROVEMENTS**

10.1 The Tenant shall not make any alterations or additions to the Premises or any part thereof without the Landlord's prior written consent. The Landlord shall not withhold its consent unreasonably to any such alteration or addition which is of a minor nature and not structural.

10.2 If the Tenant does alter, add to, or improve the Premises in any way, whether in breach of clause 10.1 or not, the Tenant shall, if so required in writing by the Landlord, restore the Premises on the expiry of this lease to its condition as it was prior to such alteration, addition or improvement having been made at the Tenants own cost. The Landlord's requirement in this regard may be communicated to the Tenant at any time, but not later than 10 (ten) days after the Tenant has delivered up the Premises pursuant to expiry of the lease. This clause 10.2 shall not be construed as excluding any other or further remedy which the Landlord may have in consequence of a breach by the Tenant of clause 10.1.

AM
Rubi. 

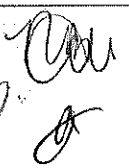
- 10.3 Save for any improvement which is removed from the Premises as required by the Landlord in terms of clause 10.2, all improvements made on or to the Premises shall belong to the Landlord and may not be removed from the Premises at any time. The Tenant shall not, whatever the circumstances, have any claim against the Landlord for compensation for any improvement or repair to the Premises nor shall the Tenant have a right of retention in respect of any improvements, in so far as this clause is not contrary to the provisions of the Consumer Protection Act, 68 of 2008 ("the CPA").

11. LANDLORD'S OBLIGATIONS

- 11.1 The Landlord shall keep all outside walls and roofs of the Premises in good order and repair.
- 11.2 The Landlord shall be liable for the maintenance and repair of the burglar alarm system on the Premises, if one is installed.

12. INDEMNITY

- 12.1 The Landlord shall not be liable to the Tenant or any other person whatsoever for any injury, loss or damage of any description whatsoever which the Tenant or any member of his/her family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the Tenant may sustain directly or indirectly in or about the Premises.
- 12.2 Neither the Landlord nor any of his/her agents, employees or servants shall be liable for the personal injury or death of any person or the loss of or damage to any property of whatsoever nature in or about the Premises or in any building or structure on the Premises.
- 12.3 The Tenant hereby indemnifies the Landlord and his/her agents, employees and servants against any claim of whatsoever nature which may be made against any of them arising out of any of the a foregoing occurrences.

AM. 

13. RIGHTS OF ENTRY

13.1 The Tenant shall at all reasonable times by prior arrangement allow the Landlord and his/her agents to enter upon and inspect the Premises, and shall allow the agents, workmen and employees of the Landlord to have access at all reasonable times to the Premises for the purposes of carrying out any work that may be required for the preservation, repair or alteration thereof, both externally and internally.

13.2 The Landlord shall be entitled to affix a "To Let" board on the Premises when notice of termination is given by either party, or in the case of a fixed lease, 3 months before the lease ends.

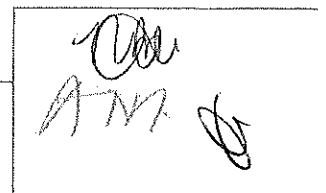
13.3 The Tenant shall at all reasonable times allow prospective Tenants to enter upon and view the Premises.

14. DESTRUCTION OF THE PREMISES

14.1 In the event of the main residential building on the Premises being destroyed or damaged to the extent that it can no longer be beneficially occupied and is rendered untenable, this agreement of lease shall automatically terminate.

14.2 If any building on the Premises is significantly damaged but can still be beneficially occupied, this agreement of lease shall remain in force and

the Landlord shall repair the damage without undue delay. Provided that such damage was not caused through the negligence of the Tenant, the rental payable shall be abated having regard to the extent to which and the period the Tenant is unable to enjoy beneficial occupation of the Premises.

A rectangular box containing handwritten signatures and initials. At the top is a cursive signature, followed by the initials 'AM' and a stylized flourish or signature at the bottom right.

15. CANCELLATION AND BREACH

15.1 The Tenant may cancel this lease agreement:

15.1.1 Upon the expiry date in accordance with the provisions of clause 2.2;

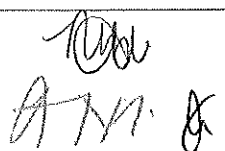
15.1.2 At any other time and provided that they give the Landlord 20 (twenty) business days' notice in writing. Upon cancellation of the lease agreement, as contemplated in this clause:

15.1.2.1 The Tenant shall remain liable to the Landlord for any amounts owed in terms of this agreement up to the date of cancellation aforesaid;

15.1.2.2 The Landlord may impose a reasonable cancellation penalty equivalent to 2 (two) months' rent upon the Tenant in contemplation of the lease agreement having endured for its intended term.

15.2 Should the Tenant commit a material breach of any of the provisions of this agreement and fail to remedy such breach within 7 (seven) business days of the posting of a written notice, addressed by pre-paid registered post to the Tenant, requiring them to remedy such breach, the Landlord shall be entitled without prejudice to any other rights it may have in law, to cancel this lease agreement.

15.3 In the event of the Landlord cancelling this agreement of lease and the Tenant disputing the right to cancel and remaining in occupation of the Premises, the Tenant shall, pending the determination of the dispute continue to pay all amounts due by him/her in terms of this agreement on the due date thereof, which amounts the Landlord shall be entitled to accept without prejudice to the Landlord's right to have cancelled the agreement.

Handwritten signature and initials, possibly "AM" or "ATM", in a box.

15.4 Should the dispute be determined in favour of the Landlord, the deposit made to the Landlord or his/her agent shall be regarded as amounts paid by the Tenant on account of the loss sustained by the Landlord as a result of the holding over of the Premises by the Tenant. Should the dispute be determined in favour of the Tenant, the said payments shall be regarded as rental duly paid by the Tenant in respect of the rental of the leased Premises.

15.5 In the event of the Landlord having to institute legal proceedings for the recovery of any amounts due in terms of this agreement, the Tenant shall pay the Landlord's legal costs including collection commission on a scale as between attorney and own client.

16. NOTICES

16.1 The parties hereby select their *domicilium citandi et executandi* for all purposes in terms of this agreement as follows:

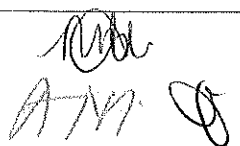
16.1.1 The Landlord: at 84 Vincent Road c/o Century21

16.1.2 The Tenant: at the leased Premises.

16.2 Any notice required to be given by any of the parties to the other in terms of this agreement, shall be given at such other party's *domicilium citandi et executandi* and such notice, if posted by prepaid registered post, shall be deemed to have been received on the seventh day after posting, and if delivered by hand, on the date of such delivery.

17. JURISDICTION

The Tenant hereby consents in terms of section 45 of Act 32 of 1944 to the jurisdiction of any Magistrate's Court having jurisdiction in respect of any action or proceedings which may be instituted by the Landlord arising out of this agreement.


Handwritten signature and initials, possibly 'ATM' and a circular mark.

18. GENERAL

18.1 No alteration or variation of this agreement shall be of any force or effect unless it is recorded in writing and signed by or on behalf of the Landlord and Tenant. This clause may not be repealed or varied unless in writing and signed by both parties thereto.

18.2 This is the whole agreement between the parties and there are no verbal agreements, warranties, representations or undertakings of any nature whatsoever other than as stated in this agreement, in so far as this clause is not contrary to the provisions of the CPA.

18.3 No relaxation of which either party may allow at any time in regard to the carrying out of any of the other party's obligations under this agreement shall prejudice or be a waiver of his/her rights to enforce such other party's obligations at any time thereafter.

18.4 Each of the parties undertake to do all such things, perform all such acts, take all such steps and procure the doing of all such things the performance of which may be necessary to give effect to the terms of this agreement.

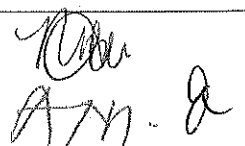
19. FORCE MAJEURE

19.1 Neither of the parties shall be liable for a failure to perform any of its obligations insofar as it proves:

19.1.1 That the failure was due to an impediment beyond its control;

19.1.2 That it could not reasonably be expected to have taken the impediment and its effects upon the party's ability to perform into account at the time of the conclusion of this agreement; and

19.1.3 That it could not reasonably have avoided or overcome the impediment or at least its effects.


A/M. J.

19.2 An impediment, as aforesaid, may result from events including but not limited to:

19.2.1 War, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;

19.2.2 Natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

19.2.3 Explosions, fires, destruction of machines, of factories and of any kind of installations;

19.2.4 Boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises, and work stoppages;

19.2.5 Acts of authority, whether lawful or unlawful,

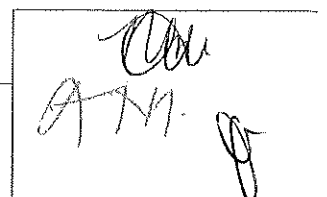
19.3 For the purposes of this clause "impediment" does not include lack of authorisations, of licences, of permits or of approvals necessary for the performance of this agreement and to be issued by the appropriate public authority.

20. COSTS

The costs for the drafting and preparation of this lease of R1 000.00 (One Thousand Rand), shall be paid by the Tenant.

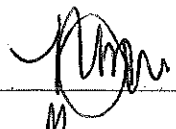

21. SEVERABILITY

The parties agree that they have sought to comply with the provisions of the CPA to the best of their ability however should any of the provisions contained herein be in conflict with the said Act, such provisions shall be curtailed, limited or eliminated to the extent necessary, provided however that such provision/s shall not effect the enforceability of the remainder of the agreement, which shall continue in full force and effect.

A rectangular box containing handwritten signatures and initials. At the top is a cursive signature. Below it are the initials 'AM' and a stylized 'g'.

SIGNED at East London on this 2nd day of August 22 in the presence of the undersigned witnesses.


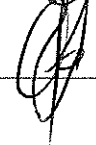
AS WITNESSES:

1. 
2. 



SIGNED at EAST LONDON on this 03RD day of JUNE 2022 in the presence of the undersigned witnesses.

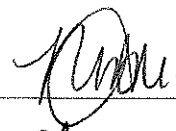
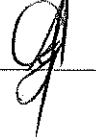
AS WITNESSES:

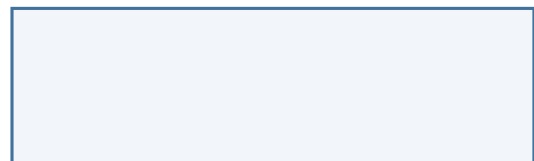
1. 
2. 

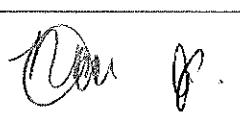

CENTURY21

SIGNED at EAST LONDON on this 03RD day of JUNE 2022 in the presence of the undersigned witnesses.

AS WITNESSES:

1. 
2. 




ANT

