



L.C.J PROPERTIES

Agreement of Lease

Made and entered into by and between

("THE LESSOR")

Identity Number

And

Kerry-Anne Lupke
("THE LESSEE")

7203010193087

A. INTERPRETATION

The following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings: **ROAD**, schedule to this agreement.

“**THE LEASE PERIOD**” shall mean the period for which this lease subsists, including any period for which is renewed.

“**THE PREMISES**” shall mean: **72 LENA AHRENS ROAD, GLENWOOD, (DOWNSTAIRS COTTAGE), GLENWOOD, DURBAN.**

Any provision of this lease imposing a restraint, prohibition or restriction on the **LESSEE** shall be so construed that the **LESSEE** is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any part thereof though, under, by arrangement with, or at the invitation of, the **LESSEE**, including (without limiting the generality of this provision) the family, guests and servants of the **LESSEE**;

Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

This lease shall be interpreted and applied in accordance with South African Law.

The singular shall include the plural and vice versa and a reference to any one gender shall include the other.

B. LETTING AND HIRING

The **LESSOR** has agreed to let and the **LESSEE** has agreed to hire the **PREMISES** (and the **FURNITURE**) from the **LESSOR**, upon the terms and conditions set out herein.

THE LESSOR hereby appoints **LCJ PROPERTIES** as his duly authorized agent for the purposes of the Rental Housing Act of 1999.

DE LIMA PROPERTIES hereby accepts such appointment.

C. COMMENCEMENT AND DURATION:

The lease of the **PREMISES** shall commence on **1ST MAY 2024** (“the **COMMENCEMENT DATE**”).

The Lease shall continue for a definite period of **3 YEARS** from the **COMMENCEMENT DATE** and shall terminate on: **30TH APRIL 2025** (the **INITIAL PERIOD**”).

Provided that the **LESSEE** is not in breach of any of the provisions of this agreement, **THE LESSOR** shall have an option to give **THE LESSEE** a renewable period of **TWELVE (12) month(s)** from the termination of the initial period.

The **LESSEE** shall exercise the option by written notice to **LCJ PROPERTIES**, not less than two months prior to the termination of the initial period, failing which, the option shall lapse.

The option to renew shall be on the same terms as are set out in this lease.

D. RENTAL

The LESSEE shall pay the LESSOR a rental of **R12 000 (TWELVE THOUSAND RAND ONLY)**

per month in respect of the PREMISES.

The rent payable by the LESSEE to the LESSOR during the option period, if the option is exercised, shall be negotiated by the LESSEE and LESSOR during the 2 (two) months prior to the end of the lease. Any escalation on rental shall be at a prescribed maximum increase of 10%.

The rental shall be paid monthly in advance on or before the first day of each and every month by the LESSEE to LCJ PROPERTIES / LESSOR. In all instances, the first month's rental shall be paid to DE LIMA PROPERTIES prior to occupation.

Subject to 4.3, all payments of rental and other amounts payable in terms of this lease shall be paid to the LESSOR or LCJ PROPERTIES without deduction or demand or at such other place as the LESSOR may nominate in writing from time to time.

The LESSEE shall be liable for interest on all overdue amounts payable from time to time under this lease at a rate of 15.5% per annum calculated from due date to date of payment.

The LESSEE hereby acknowledges that the LESSOR has appointed LCJ PROPERTIES to furnish the LESSEE with a written receipt for all payments made by the LESSEE to LCJ PROPERTIES the LESSEE hereby undertakes to attend upon the offices of LCJ PROPERTIES /LESSOR for the purposes *inter alia* of obtaining such written receipt and the LESSEE shall then be deemed to have been furnished with a written receipt for the purposes of the Rental Housing Act of 1999.

Where the LESSEE makes payment to LCJ PROPERTIES by cheque in respect of any rental and LCJ PROPERTIES in good faith makes payment to the LESSOR, ('the payment') and the LESSEE'S cheque is for any reason thereafter not met on presentation, then entirely without prejudice to LCJ PROPERTIES rights, the LESSEE and the LESSOR hereby authorizes LCJ PROPERTIES to deduct the payment forthwith from any deposit held in terms of clause 5 below.

In the event that the LESSEE fails to make payment of any rental or any other amount timeously or at all, then entirely without prejudice to the LESSOR'S rights LCJ PROPERTIES shall be entitled, without notice to the LESSEE, to debit the LESSEE with the sum of **R300,00** as a contribution towards the costs so incurred in *inter alia* collecting the said outstanding rental.

PRO _____ **RATA** _____ **RENT** _____

For the period from the **N/A the** end of that month the LESSEE shall pay to the LESSOR, as aforesaid, the sum of **N/A upon** with upon his signing this Agreement.

DEPOSIT

The LESSEE shall on the signing hereof pay a deposit of **R12 000(TWELVE THOUSAND RAND ONLY)**

to LCJ PROPERTIES. The LESSOR shall have the right to apply the whole or any portion thereof towards

payment of any liability of whatsoever nature for which the **LESSEE** is responsible. If the whole or any portion of the deposit is so applied, the **LCJ PROPERTIES** shall notify the **LESSEE** in writing and the **LESSEE** shall immediately reinstate the deposit to its original amount. The deposit shall be retained by the **LCJ PROPERTIES** until the expiry of this lease or any renewal thereof, the vacating of the **PREMISES** by the **LESSEE** and the complete discharge of all the **LESSEE's** obligations to the **LESSOR** arising from this lease, or a cancellation or termination thereof. The **LESSEE** shall not be entitled to set-off against the deposit any rental or other amount payable by him.

The parties record for the purposes of clause 5 of the Rental Housing Act of 1999 that in view of the fact that **LCJ PROPERTIES** is the **LESSOR'S** duly authorized agent the deposit is to be dealt with in accordance with the provisions of the Estate Agency Affairs Act 1976 as amended from time to time.

USE

The **LESSEE** shall use the **PREMISES** for private residential purposes and for no other purpose whatsoever.

The **LESSEE** shall not permit more **than 6 persons**, including the **LESSEE**, to occupy the **PREMISES** at any one time.

INSURANCE

The **LESSEE** shall not: -

Permit the storage of any article on the **PREMISES** which may result in the premiums in respect of any insurance of the **PREMISES** being increased.

Permit anything to be done which may result in any insurance policy held by the **LESSOR** for the time being in respect of the **PREMISES** being rendered void or voidable.

LOCAL AUTHORITY CHARGES

The **LESSEE** shall pay on demand to the **LESSOR / LCJ PROPERTIES** or to the Local Authority, as the **LESSOR** may require, the cost of all electric current, water and gas consumed in the **PREMISES**.

No liability whatever shall rest upon the **LESSOR / LCJ PROPERTIES** for any interruption or failure of the electrical and / or water services or of any other municipal services to the **PREMISES** irrespective of the cause thereof. 2 weeks before the end of the lease period, the lessee is to notify the Local Municipality to do a meter reading. Upon termination of this lease the lessee is to settle his electricity and/or water account in full and proof of such is to be furnished to the **LESSOR** or **LCJ PROPERTIES** before the deposit (as per clause 5.1) is refunded.

Whenever the rates are increased during the **LEASE PERIOD**, the **LESSOR** may by written notice to the **LESSEE** increase the rental by a proportionate share of any amount by which the said rates may be increased.

LCJ PROPERTIES shall under no circumstances, be held liable for any cost or legal dispute that may arise as a result of outstanding telephone, electricity or water accounts or any other services for this property.

MAINTENANCE

By _____ the **LESSEE**

The **LESSEE** shall: -

(In the event that clause 3 of the Rental Housing Act of 1999 has not been complied with) advise the **LESSOR** within 7 (**SEVEN**) days after the **COMMENCEMENT DATE** of any structural defects in the **PREMISES** or of any keys, locks, windows and electrical installations and fittings which are in a defective state or are missing and the absence of such notice shall constitute *prima facie* proof of the absence of any defects or missing articles and of the good condition of the **PREMISES**. It is specifically recorded that any defects notice given by the **LESSEE** shall not place any obligation on the **LESSOR**

to repair the **PREMISES** or the goods concerned, the intention being that such notice will serve only to record the state of repair in which the **LESSEE** took occupation of the **PREMISES** and goods.

At his own expense, keep and maintain the interior of the **PREMISES** (which shall include all windows, paint-work, doors and wall paper hangings) in good order and repair;

Keep the **PREMISES** in a clean, tidy and sanitary condition;

At his expense, repair and / or replace all fluorescent tubes, ballasts and electric light globes, locks, keys, windows, glazing, window fittings, and electrical fittings and other interior fittings that may be damaged, destroyed or lost by the **LESSEE** once a defects schedule has been attended to.

Not drive any objects into the walls or ceilings or floor or woodwork of any part of the **PREMISES**;

Shall not do anything which may damage the walls or ceilings or floor or any part of the **PREMISES**;

Not cause or permit the obstruction or blockage of sewerage pipes, water pipes and drains in use in connection with the **PREMISES**, but shall throughout the currency of this lease maintain such sewerage pipes, water pipes and drains free from any such interruption or blockage;

The **LESSEE** is to ensure that all problems with the geyser are reported to the owner immediately. At the termination of this Lease hand over and deliver the **PREMISES** (including the Furniture if applicable) to the **LESSOR** in the same good order and condition as they were in when the **LESSEE** first took occupation of the **PREMISES**; fair wear and tear excepted;

Not cut down or destroy any trees or shrubs without the written consent of the **LESSOR** first being obtained;

Not carry out any repairs to the premises without the prior consent of **LCJ PROPERTIES**.

In the case of a **Furnished Property** a full inventory is to be provided by the **LESSOR**. It is the **LESSEE's** duty to inform **LCJ PROPERTIES** within 7 days of any discrepancies.

By _____ the _____ **LESSOR**

The **LESSOR** will affect any repairs which he may be obliged to effect in terms of this Lease within a reasonable time after written notification so to do; provided that the **LESSEE** shall not have any claim of any nature whatever against the **LESSOR** or be entitled to defer payment of rental by reason of the **PREMISES** being in a defective condition or falling into disrepair or any repairs not being effected by the **LESSOR** in terms of this Lease.

·2 **ALTERATIONS**

The **LESSEE** shall not make any structural or other alterations or additions to the **PREMISES**, without the prior written consent of the **LESSOR**. In any event the **LESSOR** shall not under any circumstances compensate the **LESSEE** for any such additions or improvements made to the **PROPERTY** or to the premises irrespective of whether same are necessary or luxurious.

RE-ASSIGNMENT, SUBLETTING OR EARLY TERMINATION

The **LESSEE** shall not: -

- Cede, transfer or burden any of his rights or delegate any of his obligations under this lease; or
- Sub-let or grant possession or occupation of the whole or any part of the **PREMISES** to any other person without the prior written consent of the **LESSOR**.

In the event that the **LESSOR** grants the consent in terms of 11.1.2, then the **LESSEE** shall be obliged to pay **LCJ PROPERTIES** its commission for the remaining period of the initial period.

MANNER OF USING PREMISES Bring any unreasonably heavy article into the **PREMISES** without the **LESSOR's** prior consent.

Permit any contravention of the conditions of title where under the **PREMISES** is held by the **LESSOR**.

Permit or cause any disorderly conduct on the **PREMISES**.

Interfere with or alter any electrical or plumbing installations in the **PREMISES** without the prior written permission, fixed, or erect any signs, signboards, writing, fixtures, fittings, showcases or any other thing anywhere on the exterior or interior of the **PREMISES** without the prior written consent of the **LESSOR**.

ENFORCEMENT **BY** **THE** **LESSOR**

Should the **LESSEE** fail to carry out any of his obligations under this Lease, then without prejudice to the **LESSOR'S** rights, the **LESSOR** shall be entitled at his discretion to enforce or to carry out the same on behalf of the **LESSEE**, both during and after the termination of this Lease, and to recover from **LESSEE** the cost and expense thereof.

DESTRUCTION OR DAMAGE

In the event of a fire occurring on the property or within the **PREMISES** which is such as to render the **PREMISES** substantially uninhabitable, the **LESSOR** shall have the right to terminate this Lease and in such event shall refund to the **LESSEE** any rent paid in advance beyond this date and the **LESSEE** shall not have any claim upon the **LESSOR** for damages in consequence of any such deprivation or for damage by fire or damage caused in the process of quelling such fire, to furniture or any personal effects, to whomsoever such furniture or any personal effects may belong.

The **LESSEE** shall not be entitled to any abatement or remission of any rent, as the case may be, should the relevant damage or destruction have been caused by or have been attributable to the act or omission of the **LESSEE** or any member of the **LESSEE's** family, servants or invitees.

The **LESSOR** and/or **LCJ PROPERTIES** shall not be liable for personal injury to, or the death of, any person or the loss of, or damage to, any property of whatsoever nature in the **PREMISES** howsoever arising or caused, and whether by the reason of the default or negligence of the **LESSOR** or any of the said persons or otherwise.

The **LESSEE** hereby indemnifies the **LESSOR** and/or **LCJ PROPERTIES** against any claim of whatsoever nature which may be made against him arising out of any of the foregoing occurrences.

ACCESS TO PREMISES

The **LESSOR** and / or his duly authorized agents shall be at liberty at all reasonable times including weekends to enter into the **PREMISES** for the purposes of inspection of the **PREMISES** or to make any necessary alterations or renovations thereto without hindrance on the part of the **LESSEE** and the **LESSEE** shall not be entitled to claim any remission of rent in respect of the foregoing.

The **LESSOR** and or **LCJ PROPERTIES** shall be entitled to put up "To Let" or "For Sale" notices on the **PREMISES**, or the **PROPERTY** without the **LESSEE'S** consent.

In the event that the **LESSOR** decides to sell or re-let the **PREMISES** the **LESSEE** shall give the **LESSOR**, or his agent, access to the premises at all reasonable times on 24 hours' notice, which notice may be given by telephone or in writing at the **LESSOR'S** discretion, for the purposes of showing prospective clients or lessees the premises during the last 3 (three) months of the fixed period and of any renewal period.

BREACH

In the event of:

the aforesaid rental or any other sum payable by the **LESSEE** hereunder not being paid on the due date; or

the **LESSEE** in any other respect whatsoever contravening or permitting the breach of any one or more of the terms and conditions of this Lease, and such breach remaining un-remedied after the **LESSOR** has given the **LESSEE 7 (SEVEN)** days written notice calling upon him to rectify such breach, then, notwithstanding any previous waiver on the part of the **LESSOR** or on the part of the **LESSOR's** agent and / or servants of any of his rights under the said lease,

The **LESSOR** shall be entitled to immediately and without any further notice whatsoever to cancel this lease and obtain repossession of the premises let and for that purpose to take whatever action may be necessary for the immediate ejection of the **LESSEE** from the said premises, without prejudice to the **LESSOR's** rights to claim any rental already due and such further damages as the **LESSOR** may sustain or may have sustained by reason of the **LESSEE's** breach of the terms and conditions of this Lease, including any legal charges of whatsoever nature in connection therewith.

OCCUPATION

Notwithstanding any receipt given for rental or deposit paid in terms of the lease, the **LESSEE** shall have no claim for damages or other right of action against the **LESSOR**, nor be entitled to cancel this lease, should the **LESSOR** be unable to give the **LESSEE** occupation of the premises on the date of commencement of the lease for any reason whatsoever not attributable to willful default on the part of the **LESSOR**, and the **LESSEE** undertakes to accept occupation from whatever date the **PREMISES** are available, subject to a remission of rental in respect of the period of non-occupation.

CANCELLATION / HOLDING OVER

Should the **LESSOR** cancel this Lease and the **LESSEE** disputes the right to cancel and remain in occupation of the **PREMISES**, then: -

The **LESSEE** shall, pending the determination of such dispute, continue to pay to the **LESSOR** on the due date thereof all amounts due under this Lease, and the acceptance thereof shall be without prejudice to such dispute be determined in favor of the **LESSOR**, any such payments received shall be deemed to be amounts paid by the **LESSEE** on account of damages suffered by the **LESSOR** by reason of the cancellation of the Lease and / or the unlawful holding over by the **LESSEE**.

COSTS OF ENFORCEMENT

In the event of the **LESSOR** instituting any legal proceedings to enforce any of his rights in terms of this Agreement, the **LESSEE** agrees and undertakes to pay the **LESSOR's** attorney and own client costs so In the event that the **LESSOR** institutes any such proceedings set out in 20.1, the **LESSEE** hereby consents to the jurisdiction of the relevant Magistrates Court, notwithstanding the fact that the claim in question may fall outside the jurisdiction of the said court, in any event without prejudice to the **LESSOR'S** rights to institute proceedings in any other court including the High Court that may have jurisdiction over the **LESSEE**.

DOMICILIA AND NOTICES

·1 The parties choose as their *domicilian citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following address:

·1 **LESSOR** :

·2 **LESSEE** :

The **PREMISES.**

·2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

·3 Any party may, by notice to any other party, change the physical address chosen as its *domicilium citandi et executandi* vis-a-vis that party, to another physical address in KZN provided that the change shall become effective vis-a-vis that addressee, on the 7th business day from the deemed receipt of this notice by the addressee.

·4 Any notice to a party: -

·1 Sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);

·2 Delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* therefore shall be deemed to have been received on the day of delivery;

·3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

GENERAL

This Lease contains all the terms and conditions of the agreement between the **LESSEE** and the **LESSOR** and the **LESSEE** acknowledges that any representations, warranties, or undertakings whatsoever which may have been made by the **LESSOR** or his agents other than those contained herein shall not be binding or enforceable against the **LESSOR**. No addition to, variation or consensual cancellation of this agreement, shall be of any force or effect unless in writing and signed by or on behalf of all parties hereto.

No indulgence which any party ("the grantor") may grant to any other ("the grantee") shall constitute a waiver of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or might arise in the future.

The **LESSOR** hereby indemnifies **LCJ PROPERTIES** against any cost or legal dispute that may arise as a result of the Rent not paid, Telephone, Electricity and Water accounts during the lease period.

The annual increase on rent shall be at 15 % per annum.

·3 COSTS

The **LESSEE** shall be liable for and pay, on signature, to **LCJ PROPERTIES** the sum of **R 1 000 (ONE THOUSAND RAND ONLY)** being the costs of preparation of this document and is nonrefundable.

SWIMMING POOL

In the event of there being a swimming pool on the premises, the **LESSEE** shall keep the swimming pool in a clean and sanitary condition. The **LESSEE** shall at his cost provide all the necessary chemicals and other substances that may be required to comply with his obligations in terms hereof.

The **LESSEE** shall at his own expense keep and maintain the swimming pool pump and the swimming pool cleaner and any other equipment connected therewith. If any of the pool equipment breaks due to the **LESSEE'S** negligence, replacement thereof will be for the **LESSEE'S** account

The Lessee shall top up the water level so that the filtration system does not run dry, and keep the filter and pump free from obstructions and contamination.

THE

GARDEN

In the event that the premises contain a garden: -

The **LESSEE** shall maintain the garden in a clean and tidy condition.

The **LESSEE** shall not remove or cut trees or shrubs without the prior written permission of the **LESSOR**.

RULES, LAWS AND BY-LAWS

The **LESSEE** shall not contravene or permit the contravention of any laws, by-laws, Body Corporate Rules or regulations of any competent authority relevant to the conduct of the **LESSEE'S** occupation of the **LEASES PREMISES**. If in the event of occupation of the **LEASED PREMISES** being subjected to any form of Conduct Rules, Regulations, Use and Occupation Agreement or House Rules governing the rights and obligations of occupants which are not specifically set out in this lease, the **LESSEE** undertakes to make himself familiar with such Conduct Rules, Regulations, Use and Occupation Agreement or House Rules and shall be bound and obliged to comply therewith always. This includes rules and regulations as laid down and amended from time to time.

COMMISSION

The **LESSOR** hereby undertakes to pay **LCJ PROPERTIES** commission at the rate of **FIRST MONTHS RENT ONCE OFF VAT INCL** "the commission". **LCJ PROPERTIES** shall be entitled to deduct commission from the first month's rental payment and or the deposit paid in respect of the fixed period and renewal period where applicable.

The **LESSOR** and the **LESSEE** hereby agree that **LCJ PROPERTIES** were responsible for introducing the **LESSEE** to the **LESSOR** and were also the effective cause of this transaction.

THE LESSOR hereby acknowledges and agrees that **LCJ PROPERTIES** shall be entitled to payment of the commission on signature of this agreement by the **LESSEE**, and furthermore authorizes, entirely without prejudice to the rights of **LCJ PROPERTIES**, to deduct the said commission from the first month's rental payable by the **LESSEE**.

Notwithstanding anything to the contrary herein contained, if the **LESSEE** fails to pay any rental timeously or at all or fails to make any other payment in terms of this agreement, or fails to return the premises to the same condition that existed at the commencement date, then the **LESSOR** shall not be entitled at any time to claim a remission or reduction of any such commission and shall have no other claim of whatsoever nature against **LCJ PROPERTIES** arising there from.

In the event that the **LESSEE renews this agreement** as aforesaid, then the **LESSOR** hereby agrees to pay **LCJ PROPERTIES** further commission at the rate of **N/A plus V.A.T.** calculated upon the total net rental in respect of the renewal period.

Should the **LESSEE** renew this agreement as aforesaid, then the same terms & conditions contained herein apply.

If:

the **LESSEE** or the spouse of the **LESSEE** or any other occupant under this lease or any artificial person controlled by the **LESSEE**, purchases the premises, or

the premises are sold through the agency of **LCJ PROPERTIES** during the fixed period or renewal period of this agreement of lease, or

any buyer introduced by **LCJ PROPERTIES** during the fixed period or any renewal period purchases the premises within 90 days of expiry of such fixed period or such renewal period, or such extension period of this agreement of lease,

then **Commission** calculated on the selling price at **4.5%** shall be payable by the **LESSOR** to **LCJ PROPERTIES** together with VAT payable thereon and **LCJ PROPERTIES** is accordingly hereby mandated.

By the signature of this agreement, the signatory on behalf of the **LESSEE** binds himself as surety and co-principal debtor in with any company, close corporation or trust for the due and proper fulfillment by that entity, of all the terms and conditions of this agreement.

Special Conditions.

1. OWNER TO PAINT THE INIDE OF THE PROPERTY AND CLEAN IT PRIOR TO OCCUPATION.
2. OWNER IS LIABLE TO MAINTAIN POOL AND GARDEN.

SIGNED by the **LESSOR** at _____ this _____ day of _____ 20...

AS WITNESSES:

1. _____

**LESSOR Signature
(and Duly Authorized Thereto)**

2. _____

LESSOR Name

SIGNED by the **LESSEE** at _____ this _____ day of _____ 2024

AS WITNESSES:

1. _____

**LESSEE Signature
(and Duly Authorized Thereto)**

2. _____
