

**LARGE ERF WITH 2 HOUSES /
INVESTMENT OPPORTUNITY**
8 BRIGHT ROAD, BEREA, EAST LONDON



WEB#: AUCT-001465 | www.in2assets.com

ADDRESS: 8 Bright Road, Berea, East London

AUCTION VENUE: Mount Edgecombe Country Club, Gate 2, 1 Golf Course Drive, Mount Edgecombe

AUCTION DATE & TIME: 23 June 2021 | 11h00

VIEWING: By Appointment

CONTACT: Robin Knott | 084 622 0749 | 031 574 7600 | robin@investpro.co.za

REGISTRATION FEE: R 50 000-00 (Refundable registration deposit. Strictly by EFT)

AUCTIONEER: Andrew Miller



IN2ASSETS AUCTIONS

PUBLIC AUCTIONS

Hosted monthly at a selected venue. Our Group Auctioneer will conduct the auction and lead bidders through the lots.

HOW DOES IT WORK?

- Physical auctions provides an exciting live event to bidders and viewers alike
- To participate in this physical auction, all bidders will have to register and comply with all FICA regulations
- If you are unable to attend the auction, you may opt to bid via our Digital bidding Platform <https://auctions.in2assets.co.za> using Google Chrome
- Spectators are welcome to view all auctions without having to register or log in via <https://auctions.in2assets.co.za> using Google Chrome

REGISTRATION REQUIREMENTS

It is compulsory that all Bidders are required to present the following documentation in order to register at our auctions (without which registration cannot take place):

1. SA Identity Document;
2. Utility bill addressed to your physical address (not older than 3 months);
3. In the event of you bidding on behalf of a company, trust or close corporation in your capacity as director, trustee or member respectively, you are required to submit a letter on the Entity's official letterhead authorizing you to bid, sign all necessary documents and effect transfer on behalf of the Entity which must be accompanied by a certified copy of the resolution by the directors, trustees or members of the entity authorizing you to do so.
4. A special Power of Attorney is required should you be bidding on behalf of another person which must expressly authorize you to bid on behalf of that person and must include a certified copy of that person's SA Identity Document and proof of that person's residential address not being older than 3 months.
5. Copy of Entity's FICA Documents
6. Vat Registration Certificate
7. Income Tax Reference Number and proof of marital status

We would like to offer you an opportunity to register prior to the auction in order to avoid the time-consuming registration process as we endeavour to make this process as hassle-free and efficient as possible.

Email us: registrations@in2assets.com

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BEREA, EAST LONDON

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DISCLAIMER: Whilst all reasonable care has been taken to provide accurate information, neither In2assets Properties (Pty) Ltd nor the Seller/s guarantee the correctness of the information, provided herein and neither will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information provided, whether due to the negligence or otherwise of In2assets Properties (Pty) Ltd or the Sellers or any other person. The Consumer Protection Regulations as well as the Rules of Auction can be viewed at www.In2assets.com or at Unit 505, 5th Floor, Strauss Daly Place, 41 Richefond Circle, Ridgeside Office Park, Umhlanga Ridge. Bidders must register to bid and provide original proof of identity and residence on registration.

PROPERTY DESCRIPTION

8 BRIGHT ROAD,
BEREA, EAST LONDON

General

Property Address: 8 Bright Road, Berea
Township & Province: East London, Eastern Cape

Title Deed Information

Title Deed Number: T3830/2014
Registered Owner: Octavostyle Investments (Pty) Ltd
Title Deed Description: Erf 9416 East London
Extent: 1 046 m²

Municipal Information

The local authority in which the property is situated is Buffalo City Metropolitan Municipality. According to the permitted zoning scheme, the property is zoned as follows:

Town Planning Information

Zoning: Residential Zone 3B

Coverage: 50%

Height: 2 Storeys

Street Building Lines: At least 4.5 m

Side Building Lines: 2 m

Rear Building Lines: 2 m

Parking Requirement: 1 Bay per dwelling unit

Comments: Please refer to zoning certificate enclosed on page 13 below.

PROPERTY LOCATION

8 BRIGHT ROAD,
BEREA, EAST LONDON

This property is located in the sought-after suburb of Berea in East London. Berea is bounded by the suburbs of Arcadia and Baysville to the South, Nahoon to the East and Braelyn to the west. The area enjoys easy access to all the main arterial routes which include the R72 Main Road and N2 National Route.

The immediate area is characterised mainly by middle to upper income housing with some sectional title developments. The property lies in close proximity to all schools and amenities as well as within walking distance to Selborne Primary School. It is less than 1km to the public swimming pool, Joan Harrison and the Hamilton Club.

All modern-day amenities can be found within the CBD of East London which is situated a mere 3 Km South of Berea.



SUBJECT PROPERTIES: 8 Bright Street, Berea, East London, Eastern Cape

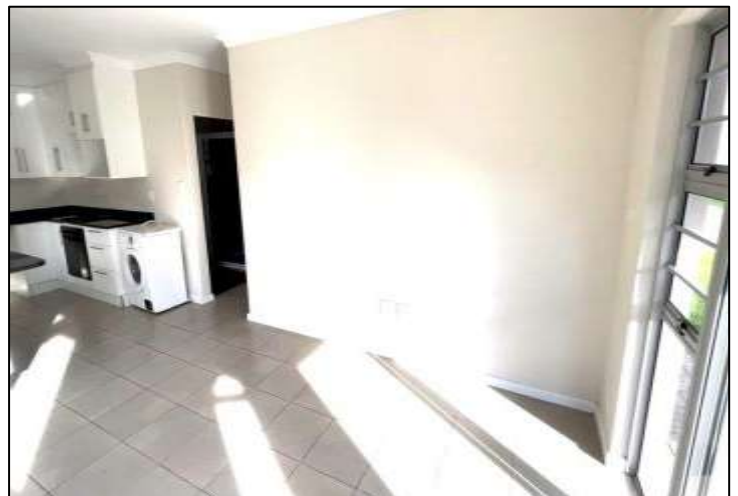
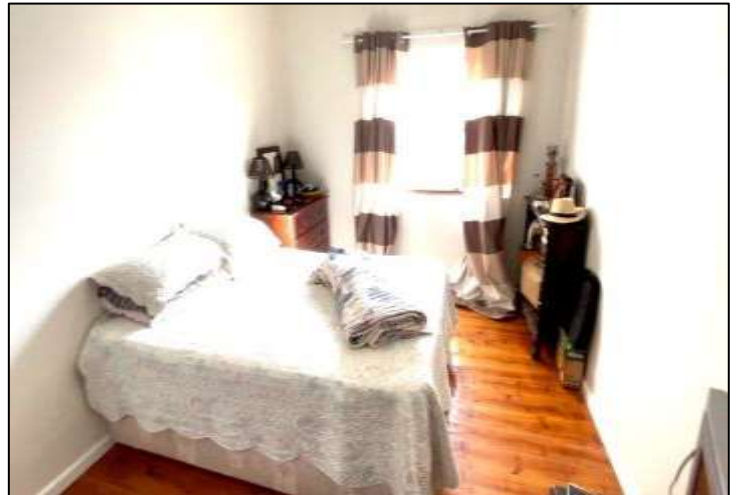
PICTURE GALLERY

8 BRIGHT ROAD,
BEREA, EAST LONDON



PICTURE GALLERY (Continued)

8 BRIGHT ROAD,
BEREA, EAST LONDON



ADDITIONAL INFORMATION

8 BRIGHT ROAD,
BEREA, EAST LONDON

Primary Use

This residential property offers a large main home with a newly built townhouse on 1 property.

The main house is situated at the front of the property. This spacious home consisting of 5 bedrooms, 2 and half bathrooms, lounge and separate kitchen and a covered verandah.

The town house is situated at the rear of the property and offers 3 bedrooms, 2 bathrooms, open plan lounge and kitchen area and a covered verandah. Access to the town house is via pan-handle driveway with its own private garden.

The property is completely fenced with electric fencing installed and an electric gate for access to the entire property.

This property presents an ideal opportunity for a newly married couple, investor or 2 families that are wanting 2 houses on one Erf.

Lease Details

Unit No.	Tenant Name	Lease Commencement	Lease Expiry	Basic Rental (Excluding Vat)	Annual Rental (Excluding Vat)
8 - Main House	Genevieve Fisher	01/04/2021	30/09/2021	R 11 000,00	R 132 000,00
8 - Town House	Glen Martin Lloyd	06/06/2021	30/11/2021	R9 000,00	R108 000,00
Total				R20 000,00	R240 000,00

Comments

- A portion of the fire levy, refuse and sewerage charge are recovered from the tenants.

Expenses

The assessment rates for the year 2020/2021 amounts to R 17 019.48, which equates to a monthly figure of R 1 418.29.

Vat Status

The Seller is not Vat Registered – Transfer Duty Payable.

TERMS & CONDITIONS

8 BRIGHT ROAD,
BEREA, EAST LONDON

If you are the successful bidder, kindly note the following:

- 5% deposit payable by the Purchaser on the fall of the hammer
- 10% Auctioneers Commission Plus 15% Vat payable by the Purchaser on the fall of the hammer.
- 24 Hour Confirmation period – 24 June 2021 @ 17h00
- 45 Day Guarantee Period
- Possession on Registration of Transfer
- Electrical, Entomologist, Electric Fence and Gas Certificates for the SELLER'S account

Kindly note for EFT payments, the following applies:

EFT Payments, our trust account banking details are as follows:

Bank : Standard Bank
Account Name : In2assets Properties (Pty) Ltd
Account No. : 050022032
Branch Name : Kingsmead
Branch code : 040026



BAX KAPLAN INCORPORATED
CLEVEDON HOUSE
2 CLEVEDON ROAD
SELBORNE
EAST LONDON

Prepared by me

CONVEYANCER
MICHAEL RICHARD KESTELL FRANCIS

T 3830 /2014

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

MARGARET ELEANOR BROOKS

appeared before me, REGISTRAR OF DEEDS at King William's Town, the said
appearer being duly authorised thereto by a Power of Attorney which said Power of
Attorney was signed at EAST LONDON on 1 JULY 2014 granted to him by

1. **PAMELA MARY HAMILTON OBEREM**
Identity Number 371123 0012 08 9
Married out of community of property
As the usufructuary of the hereinafter mentioned property
2. **BRENDA PAMELA GREYLING**
Identity Number 690223 0279 08 6
Married out of community of property
As the bare dominium owner of the hereinafter mentioned property

GhostConvey 14.12.2.1

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And the appearer declared that his said principal had, on 18 March 2014, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

OCTAVOSTYLE INVESTMENTS PROPRIETARY LIMITED
Registration Number 2009/018398/07

or its Successors in Title or assigns, in full and free property

ERF 9416 EAST LONDON
BUFFALO CITY METROPOLITAN MUNICIPALITY
DIVISION OF EAST LONDON
PROVINCE OF THE EASTERN CAPE

IN EXTENT 1046 (ONE THOUSAND AND FORTY SIX) Square Metres

FIRST TRANSFERRED by Deed of Transfer No T118/1908 with Diagram relating thereto and held by Deed of Transfer No T3280/2010.

SUBJECT to such conditions as are mentioned or referred to in Deed of Transfer No T1865/1951 save in so far as these may have since lapsed or been cancelled.



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AP

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WHEREFORE the said Appearer, renouncing all right and title which the said

1. PAMELA MARY HAMILTON OBEREM, Married as aforesaid
2. BRENDA PAMELA GREYLING, Married as aforesaid

heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

OCTAVOSTYLE INVESTMENTS PROPRIETARY LIMITED
Registration Number 2009/018398/07

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at King William's Town on 28 AUG 2011

In my presence

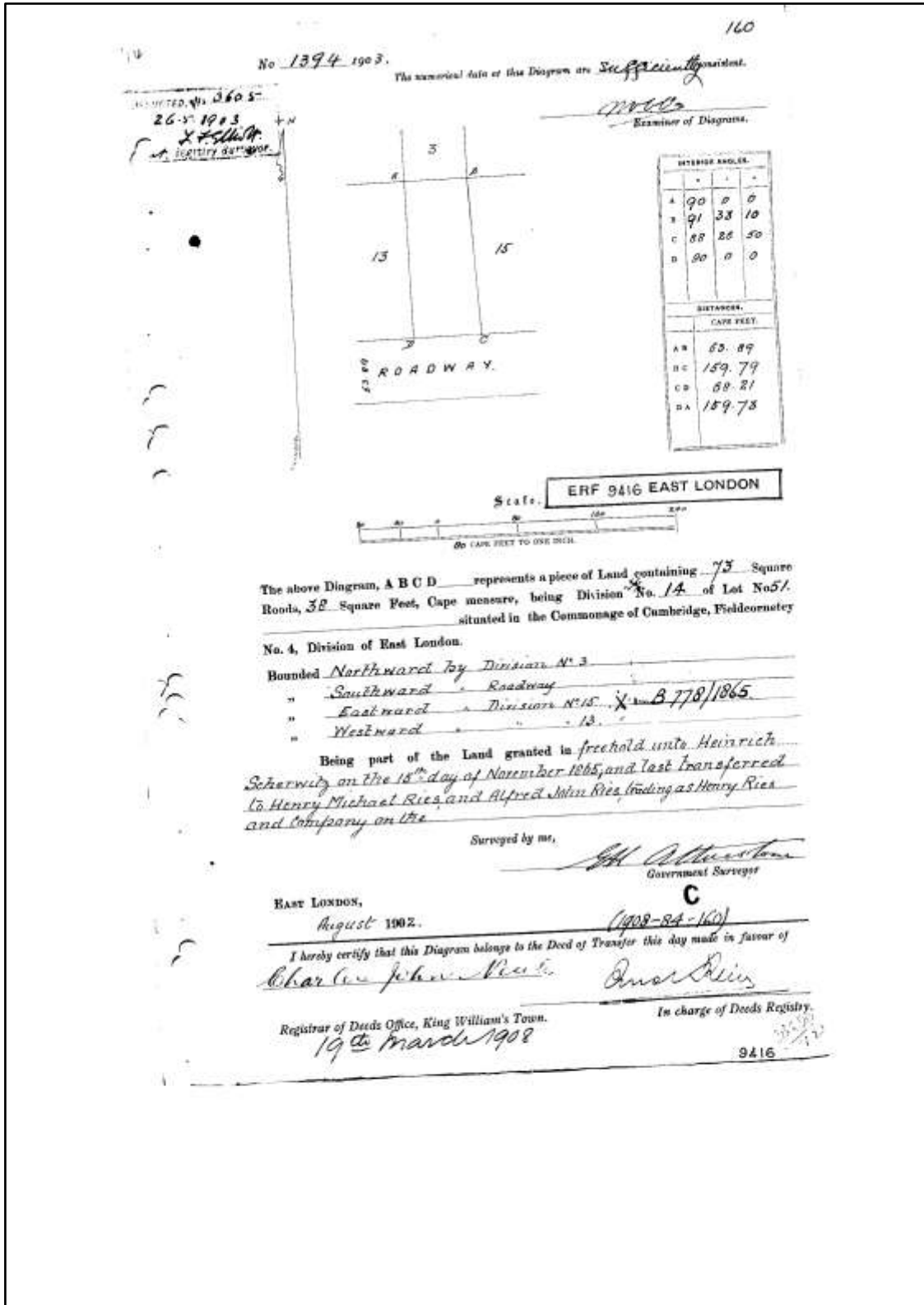

REGISTRAR OF DEEDS


q.q.



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ZONING CERTIFICATE

8 BRIGHT ROAD,
BEREA, EAST LONDON

Buffalo City Metropolitan Municipality
East London | Bhisho | King William's Town
Province of the Eastern Cape
South Africa

Website: www.buffalocity.gov.za



**BUFFALO CITY
METROPOLITAN MUNICIPALITY**

Directorate: Planning and Economic Development
PO Box 81 | East London | 5200
26 Oxford Street | East London | 5201
Tel: 043 705 2000 | Fax: 043 743 5268

Our ref.: **10637/TP**

Enq.:

MR K. CHETTIAR
043 -705 2331

Date.: **17/05/2021**

ZONING CERTIFICATE

THIS IS TO CERTIFY THAT ERF 9416–EAST LONDON, 8 BRIGHT STREET, BEREA, IS ZONED FOR RESIDENTIAL ZONE 3B PURPOSES IN TERMS OF THE BUFFALO CITY ZONING SCHEME.

THE FOLLOWING LAND USE RESTRICTIONS ARE APPLICABLE:

Primary usage: Dwelling house, second dwelling unit
Consent uses: Day care centre
Coverage: 50%
Height: 2 storeys
Street building line: At least 4,5m
Side building line: At least 2m
Rear building line: At least 2m
Parking: 1 Bay/Dwelling Unit

INFORMATION BY: K. CHETTIAR

SIGNATURE: 

CHECKED BY: K. NAIDOO

SIGNATURE: 



BUFFALOCITYMETROPOLITANMUNICIPALITY

A city growing with you!



INVESTPRO

PASSIONATE ABOUT PROPERTY

RESIDENTIAL AGREEMENT OF LEASE

Consumer Protection Act Version

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Initial

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1. SCHEDULE

1.1	The Agent	Investpro Commercial (Pty) Ltd – Veronica Pretorius
1.2	The Landlord	Octavostyle Investments (Pty) Ltd
	Registration number / Identity number	2009/018398/07
	VAT registration number	
	Represented by	Robin Archie Knott
	Identity number of representative	720716 5108 08 9
1.3	The Tenant	Genevieve Fisher
	Registration number / Identity number	851214 0139 08 6
	VAT registration number	
	Represented by	
	Identity number of representative	
1.4	The Premises	8 Bright Road (Front House), Berea – East London

Tenant Costs

1.5	The Rent	R 11 000.00
1.6	The Deposit	R 24 400.00 Breakdown as follows: R 12 200.00 payable by 01 April 2021 R 12 200.00 payable by 01 May 2021
1.7	The lease preparation fee	R 550.00
1.8	The credit check fee	N/A
1.9	Rental escalation	8%
1.10	The Landlord's nominated bank account	
	Name of account holder	Investpro Trust 1
	Bank	FNB
	Bank Branch	Vincent
	Branch Code	211021
	Account Number	620 7673 7968
	Reference	Quick reference on the bottom of your invoice
1.11	The Landlord's address(es)	
	Physical	10 Princes Road, Vincent – East London
	Postal	10 Princes Road, Vincent – East London
	Telefax	043 726 4874
	Email	veronica@investpro.co.za / de-anne@investpro.co.za

Handwritten initials: RGF

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1. SCHEDULE

1.12	The Tenant's address(es)	
	Physical	8 Bright Road, Berea
	Postal	8 Bright Road, Berea
	Contact number	084 905 0788
	Email	tuckshop@selborneprimary.co.za
1.13	Interest Rate of 2 (Two) % per month.	
1.14	Initial lease period is	6 months with option to renew
1.15	Lease start date	01 April 2021
1.16	Lease end date	30 September 2021
1.17	Where initial lease period is greater than 24 months	
	Financial benefit to the tenant is	
1.18	Key return date and time	30 September 2021 midday unless lease renewal is signed by all parties
1.19	Declaration of Tenant regarding Direct Marketing (tick appropriate box):	Yes No
1.20	Maximum occupants	
1.21	Maximum cancellation penalty not less than	0 month/s but not more than
	The remainder of the lease	Months Rental
1.22	Sales commission	%
1.23	Tenant Threshold (where the tenant is a juristic entity)	
	Asset Value:	R
	Annual Turnover:	R

[Handwritten signatures and initials]
R GF Initial

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2. DEFINITIONS

- 2.1 In this Agreement, the words below mean the following:
- 2.1.1 "Agent" means the party referred to in item 1.1 of the schedule;
- 2.1.2 "Board" means the Estate Agency Affairs Board;
- 2.1.3 "Body Corporate" means any body corporate or home owners association applicable to the Premises;
- 2.1.4 "Business Day" means any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;
- 2.1.5 "CPA" means the Consumer Protection Act 68 of 2008, together with all of its regulations and schedules, as amended from time to time;
- 2.1.6 "Deposit" means the amount/s payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises;
- 2.1.7 "EAAA" means the Estate Agency Affairs Act 112 of 1976, together with all of its regulations and schedules, as amended from time to time;
- 2.1.8 "Effective Cause" means the main reason for the Tenant entering into this Lease;
- 2.1.9 "Fair Wear and Tear" means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or its visitors;
- 2.1.10 "Initial Period" means the term of this Lease, excluding any renewal periods;
- 2.1.11 "Landlord" means the party referred to in item 1.2 of the schedule;
- 2.1.12 "This Lease" means this agreement together with all its annexures and schedules, as amended from time to time;
- 2.1.13 "Material Breach" means any breach of this Lease which:
this Lease defines as a "Material Breach";
has or is likely to have a serious financial or legal impact on either Party to this Lease;
has or is likely to have a serious impact on the ability of either Party to this Lease to enjoy its rights under this Lease;
is not remedied by the Party who is in breach within 20 (Twenty) Business Days of being asked to do so by the other Party; or
happens more than once in any 3 (Three) Month period.
- 2.1.14 "Month" means a calendar month, and more specifically, in reference to a number of months from a specific date, a month commencing on that date or the same date of any subsequent month;
- 2.1.15 "Parties" means the Tenant and the Landlord and "Party" means either one of them, as the context may indicate;
- 2.1.16 "Premises" means the premises referred to in item 1.4 of the schedule;
- 2.1.17 "Rental" means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.1.18 "Rental Housing Act" means the Rental Housing Act 50 of 1989, together with all of its regulations and schedules, as amended from time to time;
- 2.1.19 "Rules" means any applicable Body Corporate and/or house rules;
- 2.1.20 "Signature Date" means the date of signature of this Lease by the last Party signing;
- 2.1.21 "Specific Performance" means the fulfilment of either Party's obligations in terms of this Lease;
- 2.1.22 "Tenant" means the party referred to in item 1.3 of the schedule; and
- 2.1.23 "Termination Date" means the date of termination of this lease for any reason whatsoever.


Initial

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3. INTERPRETATION

- 3.1 Any reference to one gender includes the other gender.
- 3.2 Any reference to the singular includes the plural and vice versa.
- 3.3 Any reference to a natural person includes an artificial or juristic person.
- 3.4 No provision of this Lease is intended to contravene or limit any applicable provisions of the CPA or the Rental Housing Act.

4. LEASE

The Landlord leases the Premises to the Tenant, and the Tenant hires the Premises from the Landlord, in terms of this Lease.

5. DURATION OF INITIAL PERIOD

- 5.1 For a Lease with a duration of less than 24 Months:
 - 5.1.1 This Lease will endure for an Initial Period as stated in item 1.14 of the schedule and will start on the date referred in 1.15 of the schedule and end on the date referred in 1.16 in the schedule.
- 5.2 For a Lease with a duration of more than 24 Months:
 - 5.2.1 This Lease will endure for an Initial Period as stated in item 1.14 of the schedule and will start on the date referred in 1.15 of the schedule and end on the date referred in 1.16 in the schedule.
 - 5.2.2 The Tenant will have the financial benefit of the items referred to in 1.17 of the schedule.

6. AUTOMATIC CONTINUATION OF THIS LEASE

- 6.1 Upon termination of the initial Period, this Lease will automatically continue on a Month-to-Month basis, subject to any material changes, which the Landlord has brought to the attention of the Tenant, unless:
 - 6.1.1 either Party expressly advises the other prior to the termination of the Initial Period that it does not want this Lease to continue after the Initial Period has terminated; or
 - 6.1.2 The Parties enter into a new lease agreement for a further fixed period.
- 6.2 If this Lease is continued on a Month-to-Month basis in terms of clause 6.1, either Party shall be entitled to terminate this Lease without reason or penalty at any time, provided that they give the other Party a Calendar Month written notice of such termination.

7. NOTIFICATION OF END OF INITIAL PERIOD

- 7.1 In order to allow the Tenant to decide whether to continue with this Lease upon expiry of the Initial Period, the Landlord shall notify the Tenant in writing between 40 (Forty) and 80 (Eighty) Business Days prior to the expiry of the Initial Period of:
 - 7.1.1 the date of termination of the Initial Period;
 - 7.1.2 any material changes that will apply if this Lease is automatically continued on a Month-to-Month basis after the termination of the Initial Period; and
 - 7.1.3 that this Lease will automatically continue on a Month-to-Month basis upon expiry of the Initial Period, unless the Tenant expressly stipulates that the Lease shall not continue prior to such expiry; or
 - 7.1.4 that the Parties enter into a new lease agreement for a further fixed period.

8. USE OF THE PREMISES


The Tenant will only use the Premises as a place of residence, and shall not be entitled to use the Premises for the purpose of conducting any business without first obtaining the consent of the Landlord, in writing.

9. HOUSE AND BODY CORPORATE RULES

The Tenant undertakes to read and familiarise himself with any Rules. It is specifically recorded that the Rules are an essential part of this Lease and that any breach of the Rules constitutes a Material Breach. Any penalties and/or losses which the Landlord may be liable for as a result of the Tenant breaching the Rules may be deducted from the Deposit. A copy of the Rules (if applicable) is attached to this Lease.

10. MONTHLY RENTAL

- 10.1 The Rental payable by the Tenant to the Landlord / Agent is an amount as referred to in item 1.5 of the schedule.
- 10.2 The Landlord nominated bank details are set out in 1.10 of the schedule.


Initial

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- 10.3 The Tenant must:
- 10.3.1 ensure that the Rental clears the Landlord's nominated bank account by the 1st (first) day of every Month;
 - 10.3.2 confirm with the Landlord / Agent that payment has been received;
 - 10.3.3 repay the Landlord / Agent for any bank charges which result from any payment made by the Tenant to the Landlord.
- 10.4 The Tenant will be charged interest on any overdue Rental at a rate stated in item 1.13 of the schedule, calculated from the first day of the Month on which such Rental was due until the date of payment of such Rental by the Tenant in full.
- 10.5 The Rental cannot be reduced by the Tenant, save for where the Tenant is deprived of the use and enjoyment of the Premises.
- 10.6 The Rental will increase annually by the percentage referred to in item 1.9 of the schedule.

11. CHARGES BY SERVICE PROVIDERS

- 11.1 The Tenant must repay the Landlord for all amounts paid by the Landlord in respect of charges levied by service providers supplying services to the Premises, including but not limited to:
- 11.1.1 Electricity, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
 - 11.1.2 Water, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
 - 11.1.3 alarm system;
 - 11.1.4 DSTV; and
 - 11.1.5 gas, sewerage, refuse removal, fire and all utility charges, except the levy.
- 11.2 The Tenant shall pay these charges to the Landlord / Agent, on presentation of invoice, simultaneously with payment of the Rent.
- 11.3 If the Tenant arranges for any service provider to supply a service to the Premises, the Tenant must pay such service provider directly. The Tenant acknowledges that, given the Landlord's interest in the Premises, the Landlord may at any time request a printout of the Tenant's account with such service provider to confirm whether the Tenant is promptly making payments to such service provider.
- 11.4 If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of clause 11.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled in its discretion to deduct the amount paid by the Landlord from the Deposit or to claim such amount from the Tenant.
- 11.5 It is recorded that any failure by the Tenant to timely pay any amount due by it to a service provider or to the Landlord shall constitute a Material Breach of this Lease.
- 11.6 If the levies, rates and/or taxes in respect of the Premises increase at any time during the subsistence of this Lease, the Landlord shall be entitled to increase the Rental to accommodate such increase in the levies, rates and/or taxes.

12. DEPOSIT

- 12.1 The Tenant will pay the Deposit on the Signature Date. Should the Tenant fail to pay the deposit by the date of occupation, the lease, at the Landlord's discretion, may be of no force and effect. When this Lease ends, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for under this Lease, including but not limited to the reasonable costs of repairing any damage done to the Premises during the Initial Period, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant during the Initial Period and any other outstanding amounts for which the Tenant is liable under this Lease.
- 12.2 This Deposit is the amount referred to in item 1.5 of the schedule.
- 12.3 The Deposit will be placed in an interest-bearing account with a financial institution. After deducting any amounts owed by the Tenant in terms of clause 12.1, the Landlord must pay the remainder of the Deposit to the Tenant, together with any interest accrued thereon at the applicable rate, less any investment or administration fees within 14 (Fourteen) days of the restoration Date.
- 12.4 If the Deposit is given to an Agent and not to the Landlord, the Agent will invest the Deposit in accordance with the provisions of the EAAA.
- 12.5 The EAAA requires the Agent to pay any interest on the Deposit to the Board. A portion of such interest will then be repaid to the Agent as an administration fee, following which any remaining interest will be paid to the Tenant in accordance with the provisions of clause 12.3.
- 12.6 It is recorded that for the subsistence of this Lease, the Deposit at all times belongs to the Tenant and may only be removed by the Landlord or the Agent in accordance with the provisions of clauses 9, 11.4, 12.3, 12.5 and 13.5 or when the Agent or the Landlord is instructed to do so by the Tenant.
- 12.7 If, during the subsistence of the Lease, there is any increase in the Rental, the Tenant may be required to supplement the Deposit in terms of clause 7.1.2.
- 12.8 It is specifically recorded that the Tenant cannot ask the Landlord to use the Deposit to cover any Rental which the Tenant owes at

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any time during the subsistence of the Lease.

13. INSPECTION OF THE PREMISES

- 13.1 The Tenant and the Landlord or the Agent (as the case may be) will inspect the Premises together before the Tenant takes occupation of the Premises to determine whether there is any existing damage to the Premises or whether there are any defects at the Premises. Any damage and/or defect will be recorded in writing, signed by the Landlord or the Agent (as the case may be) and the Tenant and attached as a schedule to this Lease.
- 13.2 If the Tenant discovers any damage to or defects at the Premises after the inspection referred to in clause 13.1 above, the Tenant must notify the Landlord in writing of such damage or defects as soon as is reasonably possible, in which instance the Landlord must take all reasonable steps to remedy the damage or defects or, if the damage or defects are not capable of being remedied, the Landlord must supply the Tenant with a written acknowledgment confirming that such damage or defects exist/s.
- 13.3 It is recorded that the Landlord shall not be liable for any damage or defects which the Tenant was aware of at the inspection, but does not request the Landlord to record in writing.
- 13.4 Within 3 (Three) days prior to the Termination Date, either the Landlord or the Agent (as the case may be) and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture (in the event that the Premises contains the Landlord's furniture) during the subsistence of this Lease (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (Seven) days of the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises during the subsistence of the Lease.
- 13.5 The Landlord shall be entitled to:
- 13.5.1 deduct money from the Deposit to repair any damage caused to the Premises; and
 - 13.5.2 charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.

14. MAINTENANCE AND REPAIR WORK

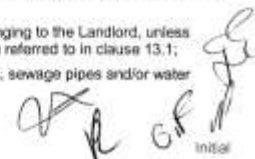
- 14.1 The Tenant must timely complete any repair work for which he is responsible under this Lease. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 14.2 If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of this Lease, the Tenant must inform the Landlord, in writing, as soon as is reasonably possible after he learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.

15. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

- 15.1 It is recorded that the Landlord, the Agent, its agents and/or contractors may require access to the Premises from time to time in order to inspect the Premises or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 15.2 In this regard, the Tenant agrees to give the Landlord, the Agent, its agents and/or contractors access to the Premises for the purposes referred to in clause 15.1, provided that the Landlord must give the Tenant reasonable notice of its need for such access.
- 15.3 In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Agent, its agents and/or contractors immediate access to the Premises.

16. GENERAL OBLIGATIONS OF THE TENANT

- 16.1 The Tenant must:
- 16.1.1 at his own cost look after the Premises (including any garden, pool, equipment and/or gates), and ensure that the Premises is kept clean and in good order and condition;
 - 16.1.2 maintain all keys, locks, doors, windows, geysers, water taps and accessories in the Premises;
 - 16.1.3 regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
 - 16.1.4 maintain, replace and/or repair all electrical globes, fittings, switches, water-borne taps, stoves, locks, handles, and windows in the Premises;
 - 16.1.5 at his own cost have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date, to the satisfaction of the Landlord. It is specifically recorded that if the Landlord is unhappy with the state of the carpets and/or the furniture (if applicable), the Landlord may appoint its own professional cleaning company to clean the carpets and/or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant;
 - 16.1.6 repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause 13.1;
 - 16.1.7 take all reasonable steps to prevent any blockage and/or obstruction of any drains, sewage pipes and/or water


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- pipes in or used in connection with the Premises;
- 16.1.8 respect the rights of use and enjoyment of neighbours;
 - 16.1.9 comply with all laws and regulations relating to the Premises and, in this regard, it is specifically recorded that if the Landlord is fined or penalised because the Tenant has breached any law or regulation, the Landlord shall be entitled to recover any costs associated with such breach from the Tenant;
 - 16.1.10 the Premises may be occupied by no more than the number set out in 1.20 of the schedule;
 - 16.1.11 make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
 - 16.1.12 return the Premises at the end of this Lease in the same order and condition in which it was received, Fair Wear and Tear excepted;
 - 16.1.13 return the keys to the Landlord by latest Midday on the date stated in 1.18.
- 16.2 The Tenant must not:
- 16.2.1 sublet the Premises or allow any third party to reside in or occupy the Premises without the prior written consent of the Landlord;
 - 16.2.2 allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;
 - 16.2.3 make any structural changes or additions to the Premises;
 - 16.2.4 stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
 - 16.2.5 drive nails or other objects into any portion of the Premises;
 - 16.2.6 paint the interior or exterior of the Premises without first obtaining the prior written consent of the Landlord;
 - 16.2.7 interfere with the electrical, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease;
 - 16.2.8 use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;
 - 16.2.9 hang or place any signs, notices or advertisements anywhere on the Premises without the prior written consent of the Landlord; or
 - 16.2.10 remove any of the Tenant's furniture or other movable property during the subsistence of this Lease, as legally such property can be sold by the Sheriff of the Court in the event that the Tenant does not pay his Rental in accordance with the provisions of this Lease.

17. VISITORS OF THE TENANT

- 17.1 The Tenant must use his best endeavours to ensure his visitors at all times comply with the provisions of this Lease and the Rules, including, but not limited to:
 - 17.1.1 bringing to the attention of such visitors the relevant provisions of this Lease and/or the Rules;
 - 17.1.2 requesting any person who is in breach of the provisions of this Lease and/or the Rules to immediately remedy such breach; and
 - 17.1.3 refusing to allow persons who have previously breached this Lease and/or the Rules access to the Premises if they are likely to commit another breach.

18. APPLICATION OF THE CPA

- 18.1 A transaction (as defined in the CPA) between the Tenant and Landlord may or may not be governed by the provisions of the CPA, depending on whether the Parties are natural or juristic entities and/or whether certain values as set out in item 1.23 of the schedule in respect of the Tenant ("Threshold Values") are above or below a certain value at the time when the transaction is entered into.
- 18.2 The Threshold Values are determined by the Tenant's asset value or annual turnover, and the value against which they are measured is as determined by the Minister of Trade and Industry by publication in the Government Gazette from time to time.
- 18.3 The Landlord's duties towards the Tenant may vary depending upon whether the transaction in question is subject to the provisions of the CPA, and the Landlord will act upon the information given to it by the Tenant in this regard. Consequently:
 - 18.3.1 the Tenant warrants that any statement made by him to the Landlord in respect of its Threshold Values is true, correct and accurate;
 - 18.3.2 if the Tenant claims that all the Threshold Values are below a certain value, or otherwise that the CPA applies to the transaction in question, the Landlord may, at its instance, require the Tenant to provide it with financial statements as proof thereof; and
 - 18.3.3 if the Tenant misstates the Threshold Values in such a way that the Landlord considers that the transaction is subject to the CPA when it is not, all provisions of this Lease that do not apply to transactions subject to the CPA shall retroactively apply to the transaction in question, and the Tenant shall be liable for any damage sustained by the Landlord resulting from such misstatement.

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18.4 The Landlord acknowledges that it cannot contract out of the provisions of the CPA and, to this end, should the provisions of the CPA apply in respect of any of the services rendered in terms of this Lease, the provisions of the CPA will prevail over any provisions contained in this Lease that may be contrary to such provisions, provided that the Landlord expressly acknowledges that this clause will only apply in relation to aspects of the Lease to which the CPA will apply in law.

19. JOINT AND SEVERAL LIABILITY OF THE TENANT

In the event that the Tenant consists of more than one party, each of the parties comprising the Tenant shall be liable to the Landlord jointly and severally for the performance by the Tenant of its obligations in terms of the lease.

20. LIABILITY OF THE PARTIES

20.1 The Parties cannot sue each other or the Agent for any loss, damage or injury which they suffer unless:

- 20.1.1 the Party being sued was grossly negligent; or
- 20.1.2 the Party being sued has breached the provisions of the CPA and/or the Rental Housing Act.

21. RIGHT OF CANCELLATION WITHOUT REASON OR PENALTY

21.1 The Landlord and the Tenant confirm that the Tenant entered into this Lease as a result of marketing stated in 1.19:

- 21.1.1 If the Landlord or the Agent first approached the Tenant directly, as stated in 1.19 of the schedule, with a view to concluding this Lease and such approach resulted in the conclusion of this Lease, in terms of the CPA, the Tenant therefore has the right to cancel this Lease without reason or penalty within 5 (Five) Business Days of the Signature Date by giving the Landlord or the Agent written notice of such cancellation. The Tenant is entitled to a refund of any payments made to the Landlord or the Agent in terms of this Lease within 15 (Fifteen) Business Days after he has given such notice; or
- 21.1.2 If the Landlord or the Agent did not first approach the Tenant directly, as stated in 1.19 of the schedule, to persuade the Tenant to conclude this Lease, instead, the Tenant contacted the Landlord or the Agent of his own accord in order to discuss the leasing of the Premises, the Tenant therefore does not have the right to cancel or receive a refund of any payments made to the Landlord or Agent.

22. CANCELLATION OF THIS LEASE BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD

22.1 If the Tenant chooses to cancel this Lease prior to the expiry of the Initial Period for a reason other than a Material Breach of this Lease by the Landlord, then the following will apply:

- 22.1.1 the Tenant must give the Landlord at least 20 (Twenty) Business Days written notice of such cancellation;
- 22.1.2 the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease by charging the Tenant a reasonable cancellation penalty, which will be the equivalent of not less than the amount stated in item 1.21 of the schedule.

22.2 Such circumstances shall include, without limitation:

- 22.2.1 the amount of time left until the Initial Period is due to terminate; and
- 22.2.2 whether the Landlord is likely to find another tenant to replace the Tenant within a reasonable time.
- 22.2.3 the Tenant agrees this is a fair and reasonable cancellation penalty;
- 22.2.4 if the Landlord or the Agent (as the case may be), by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due to the Agent. The advertising costs and commission charged under this clause cannot be more than the reasonable cancellation penalty referred to in 1.21 of the schedule.

23. CANCELLATION OF THIS LEASE BY THE LANDLORD BEFORE THE EXPIRY OF THE INITIAL PERIOD

23.1 The Landlord may cancel this Lease on 2 (Two) months written notice on the following conditions:

- 23.1.1 the Landlord intends to move into the Premises; or
- 23.1.2 the Landlord intends to sell the Premises.

24. BREACH OF THIS LEASE BY THE TENANT

24.1 In the case of a Material Breach of this Lease by the Tenant, the Landlord may cancel this Lease if the Tenant does not remedy such breach within 20 (Twenty) Business Days of notification being sent to the Tenant instructing the Tenant to do so.

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- 24.2 The Landlord may also apply to a Court:
- 24.2.1 where the breach involves non-payment of Rental by the Tenant, for the recovery of any Rental which the Tenant has not paid;
 - 24.2.2 where the breach consists of not giving up possession of the Premises after the termination of this Lease;
 - 24.2.3 for the recovery of possession of the Premises from the Tenant;
 - 24.2.4 for the recovery of compensation for the use and occupation of the Premises by the Tenant, and
 - 24.2.5 for the recovery of damages suffered by the Landlord as a result of the breach.
- 24.3 In the event of the Landlord instructing its attorneys to take measures for the enforcement of any of the Landlord's rights under this lease, the Tenant shall pay to the Landlord such collection charges and other legal costs on an attorney/client basis, as shall be lawfully charged by such attorney to the Landlord, on demand made therefore by the Landlord.

25. BREACH OF THIS LEASE BY THE LANDLORD

- 25.1 If the Landlord commits a Material Breach of this Lease, the Tenant may apply to a Court:
- 25.1.1 for the recovery of any damages suffered by the Tenant as a result of such breach; and
 - 25.1.2 for specific performance by the Landlord of any obligation under this Lease.
- 25.2 The Tenant may also cancel this Lease, without penalty, if the Landlord does not remedy the breach within 20 (Twenty) Business Days of notification being sent to the Landlord instructing the Landlord to do so.

26. ACKNOWLEDGMENT BY THE TENANT

- 26.1 The Tenant confirms that:
- 26.1.1 he has read and understands this Lease;
 - 26.1.2 all necessary clauses have been explained to him by the Landlord and/or the Agent;
 - 26.1.3 he has been advised of all his rights in terms of this Lease and all relevant sections of the CPA; and
 - 26.1.4 he signs this Lease, freely and voluntarily.

27. ARBITRATION

- 27.1 As an alternative to having any dispute arising between the Parties settled by a Court, either Party may choose to have such dispute resolved through arbitration.
- 27.2 If either Party notifies the other that it wishes to refer a dispute to arbitration, the Parties shall try and reach agreement on the appointment of an independent expert to resolve the dispute.
- 27.3 If the Parties are unable to agree on the selection of an independent expert:
- 27.3.1 a senior advocate or attorney having at least 10 (Ten) years' experience must be appointed by the auditor or accountant of the Landlord to resolve the dispute; or
 - 27.3.2 if the Landlord does not have an auditor or accountant, the dispute must be resolved through an arbitration process which will be conducted under the Expedited Rules of the Arbitration Foundation of Southern Africa, by an arbitrator selected in accordance with such rules.
- 27.4 The Party referring the dispute to arbitration must pay any costs related to the arbitration but such costs may be recovered by either Party through any costs order made by the arbitrator.
- 27.5 When a dispute is referred to arbitration:
- 27.5.1 the dispute will be determined only by arbitration;
 - 27.5.2 any award or judgement by the arbitrator will be final and binding; and
 - 27.5.3 all court proceedings pending at the time when the dispute is referred to arbitration must be terminated.

28. COSTS

- 28.1 If either the Landlord or Tenant takes legal action against the other, both can claim costs from the other on the same scale of costs.
- 28.2 The Tenant or Landlord must also pay any reasonable charges that the innocent party incurs due to late payments by the other party.


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29. LETTERS AND NOTICES

- 29.1 Any letter or notice given in terms of this Lease shall be in writing and shall:
- 29.1.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 29.1.2 If posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
 - 29.1.3 If transmitted by facsimile or email be deemed to have been received by the addressee 1 (One) Business Day after despatch.
- 29.2 For purposes of the above clauses, the contact details are:
- 29.2.1 The Landlord, as referred to in item 1.11 of the schedule; and
 - 29.2.2 The Tenant, as referred to in item 1.12 of the schedule.

30. JURISDICTION OF THE MAGISTRATES' COURT

- 30.1 The Parties consent in terms of section 45 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.
- 30.2 The Parties specifically agree that the Magistrates' Court closest to where the Premises are situated is the court that shall be used to resolve all disputes under this Lease, unless either Party refers the dispute to arbitration in terms of clause 27.1 above.

31. TENANTS WHO ARE FOREIGNERS

- 31.1 If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:
- 31.1.1 is not in the country in contravention of the Immigration Act 13 of 2002; and
 - 31.1.2 he has permission to be in the country for the duration of this Lease (including any renewal periods).
- 31.2 It is the Tenant's duty alone to comply with the provisions of clause 31 and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this clause.

32. PARTIES MARRIED IN COMMUNITY OF PROPERTY

If any person signing this Lease is married in community of property, they confirm that their spouse has consented to them signing this Lease.

33. CREDIT INFORMATION

- 33.1 The Tenant consents to and authorises the Landlord or the Agent to:
- 33.1.1 contact, request and obtain information at any time and from any credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and
 - 33.1.2 provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

34. ENTIRE AGREEMENT IN WRITING

- 34.1 No changes to this Lease will be valid unless reduced to writing and signed by both Parties.
- 34.2 The Landlord and the Tenant agree that this Lease contains everything agreed to between them.

35. LANDLORD'S HYPOTHEC

All items brought onto the Premises by the Tenant will serve as security for the Tenant's compliance with his obligations under this Lease. The Tenant may not give up his rights or possession of these items or remove them from the Premises.

36. RELAXATIONS OR INDULGENCES

If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this Lease, such election not to act shall not constitute a waiver of any of the rights of such Party and such Party may still demand compliance with the provisions of this Lease at a later stage.


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37. EFFECT OF INVALIDITY OF PROVISIONS

If any provision of this Lease becomes or is found to be unlawful, invalid or unenforceable, the rest of this Lease will not be affected and shall be severable from the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this Lease shall remain in full force and effect.

38. SIGNATURE OF PARTIES ON DIFFERENT COPIES OF THIS LEASE

If this Lease (or any part of it) is signed by the Landlord and Tenant on different copies, it will be valid despite the fact that the signatures of the parties do not appear on a single document.

39. SURETYSHIP

- 39.1 If the Tenant is a body corporate, partnership, association, company, close corporation or trust, this Lease is not valid unless the trustees, partners, directors or members (as the case may be) confirm in writing that they agree to be personally liable for any obligations of the Tenant under this Lease, together with the Tenant.
- 39.2 If the person signing this Lease is not the Tenant, the person signing confirms they have the right to do so and accepts liability jointly and severally with the Tenant as surety and co-principal debtor for any and all amounts which the Tenant may owe under this Lease.

40. MANAGING AGENT

The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Agent referred to in 1.1 of the schedule, and that the Agent was the only Effective Cause of the conclusion of this Lease.

41. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

- 41.1 The Landlord shall be entitled to display "TO LET" signs at the Premises for 3 (Three) Months prior to the Termination Date, and to display "FOR SALE" signs at the Premises at any time during the subsistence of this Lease.
- 41.2 During the subsistence of this Lease, the Tenant must allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective tenants or purchasers, which access shall include access to the Premises on at least 2 (Two) Sundays per Month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access.

42. POTENTIAL SALE

If the Tenant signs a sale agreement with the Landlord at any time during the period of Lease, any renewal of the Lease or within 12 (Twelve) months after the Lease has come to an end, then the Agent shall be deemed to have been the reason that the sale took place and shall be entitled to payment by the Landlord of commission equal to a percentage of the selling price as set out in 1.22.

43. SPECIAL CONDITIONS

Tenant to pay proportionate share of BCM charges (except rates) according to BCM bill

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SIGNATORIES

DATED AT (place) | EAST LONDON | ON | 01 APRIL | 20 | 21



LANDLORD (on behalf of and duly authorised)  AS WITNESS (1) 

AS WITNESS (2) 

DATED AT (place) | East London | ON | 30 March | 20 | 21

TENANT (on behalf of and duly authorised)  AS WITNESS (1) 

AS WITNESS (2)

  Initial

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Ridgeside Office Park
Umhlanga Ridge

EAST LONDON

10 Princess Road,
Vincent

CLAREMONT

Unit 1 Draper Square,
Draper Street,
Claremont

PRETORIA

Centaur House,
38 Ingersol Street,
Lynnwood Glen

BLOEMFONTEIN

104 Kellner Street,
Westdene

PORT ELIZABETH

1st Floor Strauss Daly Place,
35 Pickering Street,
Newton Park

JOHANNESBURG

Unit 801, 8th Floor Illovo
Point 68 Melville Road,
Illovo, Sandton

CAPE TOWN

13th Floor Touchstone House,
7 Bree Street