

SPECIAL POWER OF ATTORNEY

I, the undersigned

Masabata Mutlaneng in my capacity as Head of Department of the Gauteng Department of Infrastructure, in its capacity as custodian of immovable property of the

PROVINCIAL GOVERNMENT OF THE GAUTENG PROVINCE

thereto by virtue of a Delegation of Powers and Duties dated the *insert date*,
do hereby nominate, constitute and appoint

with power of substitution to be my true and lawful Attorney and Agent in my name, place and stead, in my capacity aforesaid, to appear before a Notary Public at Johannesburg, in the Province of Gauteng, and then and there as my act and deed to sign and execute the Notarial Deed of Lease in terms of the draft attached hereto, and initialed by me for identification purposes, with power to my said Agent to amend, vary or transpose the wording of such Notarial Deed of Lease, as to correct clerical errors and errors of description and to comply with the requirements of the Registrar of Deeds and of the Notary and of any other official lawfully concerned herewith.

HEREBY ratifying, allowing and confirming, and promising and agreeing to ratify, allow and confirm all and whatever my said Attorney and Agent or his/her substitute shall in my name, lawfully do, or cause to be done, by virtue of the presents.

Signed at _____ on _____ 2022

AS WITNESSES

1. _____

2. _____

SPECIAL POWER OF ATTORNEY

I, the undersigned

_____ in my capacity as _____ of,

thereto by virtue of a Delegation of Powers and Functions dated the _____

do hereby nominate, constitute and appoint

with power of substitution to be my true and lawful Attorney and Agent in my name, place and stead, in my capacity aforesaid, to appear before a Notary Public at Johannesburg, in the Province of Gauteng, and then and there as my act and deed to sign and execute the Notarial Deed of Lease in terms of the draft attached hereto, and initialed by me for identification purposes, with power to my said Agent to amend, vary or transpose the wording of such Notarial Deed of Lease, as to correct clerical errors and errors of description and to comply with the requirements of the Registrar of Deeds and of the Notary and of any other official lawfully concerned herewith.

HEREBY ratifying, allowing and confirming, and promising and agreeing to ratify, allow and confirm all and whatever my said Attorney and Agent or his/her substitute shall in my name, lawfully do, or cause to be done, by virtue of the presents.

Signed at _____ on _____ 2022

AS WITNESSES

1. _____

2. _____

NOTARIAL DEED OF LEASE

BE IT HEREBY MADE KNOWN that on this _____ day of _____ **2022**
before me,

Notary, by lawful authority duly sworn and admitted and practising at Johannesburg in the Province of Gauteng and in the presence of the undersigned witnesses personally came and appeared:

- (1) _____ in his/her capacity as duly authorised agent by virtue of a Power of Attorney signed at _____ dated _____ 2022 by:

Masabata Mutlaneng in her capacity as Head of Department of the Gauteng Department of Infrastructure, in its capacity as custodian of immovable property of the,

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duly authorised thereto by virtue of a Delegation of Powers and Functions dated the *insert date*,

(hereinafter together with its successors-in-title and assigns referred to as "**the Landlord**"); which said Power of Attorney and certified copy of the Delegation of Powers and Functions have been exhibited to me, the Notary at the passing of these presents and now remain filed in my Protocol; and

- (2) _____ in his/her capacity as duly authorised agent by virtue of a Power of Attorney signed at _____ dated _____ by:

_____ in his/her capacity as _____ of,

duly authorised thereto by virtue of a Delegation of Powers and Functions, (hereinafter together with its successors-in-title and assigns referred to as "**the Tenant**");

which said Power of Attorney and certified copy of the Delegation of Powers and Functions have been exhibited to me, the Notary at the passing of these presents and now remain filed in my Protocol.

AND THE APPEARERS DECLARED THAT THESE PRESENTS WITNESS THAT:

- (A) WHEREAS the Landlord is the registered owner of the Property which is currently vacant and dilapidated;
- (B) AND WHEREAS the Landlord invited interested persons to submit proposals for the long-term lease and development of Portion 5 of the Farm Rietkuil IQ, on the following conditions, that:
- I. occupation of the Property can take place on or after award;
 - II. the Property can be redeveloped to an institution for the desired highest and best use development that should be in line with the spatial planning and land use management systems of the Emfuleni Local Municipality.
 - III. the Landlord will not be responsible for any costs relating to the redevelopment of the institution;
 - IV. the Landlord is indemnified of any loss or damages, which may be sustained as a result of occupation on the Property; and
 - V. the Property will remain the property of the Landlord.
- (C) AND WHEREAS the Tenant wishes to formally lease the Property from the Landlord for

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- (D) AND WHEREAS this Agreement contains the contractual terms between the Parties regarding the foregoing with the express intention that this Agreement will be registered against the title deed of the Property for the duration of this Agreement;

Now therefore the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 1.1.1 “**this Agreement**” means the lease agreement as contained in this document;
- 1.1.2 “**Business Day**” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.3 “**Commencement Date**” means the date of occupation of the Property as agreed by the parties;
- 1.1.4 “**Property**” means the vacant property described as Portion 5 of the Farm Rietkuil 554, Registration Division I.Q., Province of Gauteng, Measuring: 2,5696 hectares, Held by Deed of Transfer T61769/2016;
- 1.1.5 “**Landlord**” means the Provincial Government of the Gauteng Province, represented by the DID, in its capacity as custodian, represented by Masabata Mutlaneng in his capacity as Head of Department of the DID, duly authorised thereto by virtue of a Delegation of Powers and Functions dated the *insert date*;
- 1.1.6 “**Lease Period**” means the period commencing on the Commencement Date and terminating 30 (thirty) years thereafter;

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- 1.1.7 “**Lease Year**” means successive periods of 1 (one) year during the Lease Period, the first of which Lease Years commences on the Commencement Date and terminates 12 (twelve) months thereafter;
- 1.1.8 “**Monthly Rental**” means the monthly rental payable in terms of Clause 4 of the Agreement;
- 1.1.9 “**Parties**” means the parties to this Agreement and includes their respective successors in title and permitted assigns;
- 1.1.10 “**Permitted Use**” means the use of the Property and to redevelop the property to an institution for Agricultural Related studies;
- 1.1.11 “**Rates and Taxes**” means all assessment rates and taxes and similar charges (if any) of whatever nature payable by the Landlord to any local or governmental or other authority by virtue of its ownership of the Property;
- 1.1.12 “**Signature Date**” means the date on which the last signatory signs this Agreement;
- 1.1.13 “**Tenant**” means _____ represented by _____ in his capacity as _____, duly authorised thereto by virtue of a Delegation of Powers and Functions;
- 1.1.14 “**Termination Date**” means the date on which the Lease Period terminates by effluxion of time or otherwise;
- 1.1.15 “**VAT**” means Value-Added Tax payable in terms of the VAT Act;
- 1.1.16 “**VAT Act**” means the Value-Added Tax Act, 1991 (Act No. 89 of 1991), as amended; and

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- 1.1.17 **“Writing”** legible writing and in English (or, if not in English, accompanied by a sworn English translation made by a suitably qualified translator) and includes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

1.2 General Interpretation

For purposes of this Agreement, the following rules of construction shall apply, unless otherwise provided and/or the context otherwise requires –

- 1.2.1 a reference to any one gender, whether masculine, feminine, includes the other two;
- 1.2.2 any word or expression defined in, and for the purposes of, this Agreement shall if expressed in the singular include the plural and vice versa, and a cognate word or expression shall have a corresponding meaning;
- 1.2.3 references to a statutory provision include any subordinate legislation made from time to time under that provision and references to a statutory provision include that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this Agreement or any transaction entered into in accordance with this Agreement;
- 1.2.4 references in this Agreement to **“clauses”** and/or **“schedules”** and/or **“annexures”** and/or **“appendices”**, are to clauses and/or to schedules and/or annexures and/or appendices (as the case may be) to, this Agreement;
- 1.2.5 words and expressions defined in any law which is referred to in this Agreement and which are not defined in this Agreement shall, if and in the context of and/or in relation to that law, have the same meanings in this Agreement as those ascribed to them in that law;

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- 1.2.6 any reference in this Agreement to this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;
- 1.2.7 any word and expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this Agreement;
- 1.2.8 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 1.2.9 no rule of construction shall be applied to the disadvantage of a party to this Agreement because that party was responsible for or participated in the preparation of this Agreement or any part of it;
- 1.2.10 the use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s;
- 1.2.11 if any period is referred to in this Agreement by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;

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- 1.2.12 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 1.2.13 if the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day then the due date for performance of the relevant obligation shall be the immediately following Business Day;
- 1.2.14 if any obligation or act is required to be performed on a particular day it shall be performed by 16h00 (local time at the place where the obligation or act is required to be performed) on that day;
- 1.2.15 any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a Party may be or become subject;
- 1.2.16 no provision of this Agreement shall constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Agreement; and
- 1.2.17 words or expressions having a meaning which is similar to any word or expression which is defined in this Agreement shall have the same meaning as the word or expression which is so defined.

1.3 HEADINGS AND SUB-HEADINGS

All the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.

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2. LEASE AND DURATION

- 2.1 The Landlord leases the Property to the Tenant which leases the same on the terms and conditions of this Agreement.
- 2.2 This Agreement shall endure for the Lease Period regardless of the Signature Date of this Agreement.
- 2.3 This Agreement shall terminate on the Termination Date and the Landlord may send written notice to the Tenant advising of the expiry of the Agreement.
- 2.4 In the Written notice referred to in Clause 2.3, the Landlord shall:
- 2.4.1 inform the Tenant of any material changes (such as an increase in the Monthly Rental) that would apply if the Agreement is to be renewed or may otherwise continue beyond the Termination Date; or
 - 2.4.2 inform the Tenant whether the Agreement may be renewed or extended, alternatively whether it will terminate on the Termination Date.
- 2.5 Provided that this Agreement has not been terminated and/or the notice of termination referred to in Clause 2.3 did not terminate the Agreement, then the Agreement will continue automatically on a month-to-month basis. In this event, either the Landlord or the Tenant may give the other 1 (one) month's Written notice to terminate the Agreement.

3. RENEWAL

- 3.1 Provided that this Agreement has not been terminated and/or the Tenant is not then in material breach of any material term of this Agreement, the Tenant shall, have the option to renew this Agreement for a further period as agreed between the Parties on the same terms and conditions as are herein contained.

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- 3.2 The right to renew this Agreement may be exercised by the Tenant by giving Written notice of the exercise thereof to be received by the Landlord not later than **3 (three) years** before the Termination Date.

4. RENTAL

- 4.1 The initial Monthly Rental payable by the Tenant to the Landlord for the use and occupation of the Property is the sum of R_____ (_____) per month.
- 4.2 With effect from the first and every subsequent anniversary of the Commencement Date the Monthly Rental shall escalate at the rate of R_____ (_____) percent. Accordingly, the Monthly Rental payable during the second and every subsequent Lease Year during the Lease Period shall be an amount equal to R_____ (_____) percent of the Monthly Rental payable during the immediately preceding Lease Year.
- 4.3 The Monthly Rental is payable monthly in advance on the first day of each and every month, free of deduction and set off, by electronic funds transfer to the Landlord's nominated account as the Landlord may from time to time determine in Writing.
- 4.4 If –
- 4.4.1 the Commencement Date does not occur on the first day of a calendar month; and/or
- 4.4.2 the Termination Date does not occur on the last day of a calendar month,
- then the Monthly Rental payable in respect of the calendar month during which the Commencement Date and/or Termination Date (as the case may be) occurs shall be

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pro-rated on the basis of the number of days for which this Agreement endures during the relevant calendar month as a proportion of the number of days in that calendar month.

5. VAT

5.1 All rentals and other amounts payable by the Tenant to the Landlord in terms of this lease are expressed exclusive of VAT.

5.2 Accordingly, in addition to such rentals and other amounts, the Tenant shall pay to the Landlord an amount equal to such VAT as may be payable.

6. RATES AND TAXES

The Landlord shall be responsible for and shall pay all Rates and Taxes charged against the Property.

7. OCCUPATION

The Parties record that the Tenant will take occupation of the Property after award.

8. WARRANTIES

8.1 The Property is leased by the Landlord to the Tenant “voetstoots” the Landlord giving no warranties with regard to the Property, whether expressed or implied.

8.2 Without limiting the generality of 8.1, the Landlord does not warrant that the Property is fit for the Permitted Use and/or any other purpose.

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9. REDEVELOPMENT OF THE PROPERTY TO AN INSTITUTION FOR AGRICULTURAL RELATED STUDIES

9.1 For purposes of this clause:

9.1.1 **“Establishment”** means the works, structures, buildings and other improvements on the Property, developed in accordance with the Plans and Specifications as otherwise agreed to by the Parties to redevelop the property to an institution for Agricultural Related studies;

9.1.2 **“Plans and Specifications”** means the plans of the redevelopment prepared by an architect and/or engineer and/or other professional (as the case may be) as agreed between the Parties.

9.2 The Parties record that the intention of this Agreement is to redevelop, establish and operate an institution for Agricultural Related studies.

9.3 The Tenant shall have the right to refurbish the Property in line with the Development Plans and Specifications to:

9.3.1 enable the Tenant to fulfil its mandate to develop establish and operate a; and

9.3.2 exercise the rights and obligations of the Tenant to undertake infrastructure works within the property.

9.4 The Tenant will ensure that the redevelopment of the property to a including any improvements, alterations or additions to the Property comply with the conditions of title of the Property, zoning requirements and the Plans and Specifications.

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- 9.5 The Parties agree to comply with all laws whether arising from common law or by statute, including circulars, directives, by-laws, proclamations and regulations (including the Tobacco Products Control Act No. 83 of 1993, and all fire protection regulations), relating to the Property. The Tenant will endeavor to secure compliance therewith by its employees, contractors, visitors and invitees.
- 9.6 The Tenant will be liable for all development and operating costs of the Property including but not limited to building costs, fees and charges of any professionals required, local authority charges for approval of the plans to authorize the redevelopment of the property to a in terms of the local authority's requirements and any other applicable and related costs.
- 9.7 The Landlord will be entitled to require that alterations and/or additions be effected by builders or contractors that it approves of and working under the supervision of an architect appointed by it. The Tenant must pay for the costs of any architect, builders or contractors appointed by the Lessor in this regard.
- 9.8 The Tenant must ensure that it obtains prior approval from any statutory or other authority required for all necessary licences and other permission required for the redevelopment of the property to an institution for Agricultural Related studies before commencing such establishment and operational activities the Parties recording that it shall do so at its own risk and cost.
- 9.9 The Landlord will at all times without delay assist the Tenant and any professionals appointed by the Tenant to assist with the redevelopment of the Property with obtaining any required approvals and consents necessary for the commencement and completion of the redevelopment, including compliance with any laws in this regard.
- 9.10 In respect of the Establishment, the Tenant shall:

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9.10.1 be entitled to bring upon the Property all such workmen, conveyances, tools, machinery and materials that may be necessary or desirable for the redevelopment of the Property;

9.10.2 be entitled to deposit temporarily on the Property such materials as may be excavated by the Tenant during the works in the Property as the Tenant in its discretion may deem necessary.

9.11 Unless the Landlord otherwise agrees in Writing, the Tenant shall not be entitled to remove any improvements, alterations or additions from the Property at the end of this Agreement. Any improvements, alterations or additions which the Tenant may effect to the Property (with or without the consent of the Landlord) shall become the property of the Landlord and the Tenant shall not be entitled to the payment of any compensation in respect thereof.

10. MAINTENANCE AND REPAIRS

The Tenant shall be responsible for the maintenance and repair of the Property and shall on the Termination Date deliver the Property to the Landlord in good order and condition, fair wear and tear only excepted.

11. PERMITTED USE

The Property may be used by the Tenant solely for purposes of the Permitted Use and such other purposes ancillary thereto as the Landlord may consent to in Writing.

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12. INSPECTION OF PROPERTY

- 12.1 The Landlord's employees, representative, contractors or agents will have the right to inspect the Property and any development of the Property thereof at all reasonable times.
- 12.2 Such inspections may be carried out without prior notice if the inspection is undertaken during normal operating hours of the Tenant.
- 12.3 The Landlord or its employees, contractors or agents will not in carrying out such inspections, disturb the use, enjoyment or occupation of the Tenant.

13. LIMITATION OF LIABILITY

- 13.1 The Landlord shall not be liable to the Tenant for any loss or damage to property which may be suffered by the Tenant on or about the Property. The Tenant hereby indemnifies the Landlord and holds the Landlord harmless in respect of all claims which may be brought or threatened against the Landlord by the Tenant in respect of any loss suffered by it on or about the Property.
- 13.2 The Tenant shall not be entitled to any claim for the cancellation of this Agreement and/or for damages and/or for the remission of rental or to withhold the payment of any rentals by reason of the Property falling into a state of disrepair and/or by reason of any interruption of any services to the Property.
- 13.3 The Tenant waives all claims against the Landlord relating to the maintenance and repair (including running costs of whatever nature) of the Property.

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14. BREACH

14.1 Should the Landlord or the Tenant (the “**defaulting party**”) fail to comply with any other terms and obligations under this Agreement within 30 (thirty) Business Days of the date of despatch by prepaid registered post of Written notice addressed to the defaulting party by the innocent party requiring the defaulting party to carry out the obligation/s in question, then in such event the innocent party shall be entitled, in addition to and without prejudice to any other rights available at law to

14.1.1 cancel this Agreement and claim and recover such damages as the innocent party may be able to prove that the innocent party has sustained;

14.1.2 claim specific performance by the defaulting party of its obligations under this Agreement.

15. RESTRICTION AGAINST CANCELLATION

15.1 Notwithstanding anything to the contrary contained in this Agreement (whether contained in this Clause or elsewhere in this Agreement) and/or implied by law, neither party shall be entitled to cancel this Agreement by reason of a breach or default by a defaulting party unless the breach or default is material, goes to the root of this Agreement and –

15.2 is not capable of being remedied, or of being compensated for by the payment of damages; or

15.3 is capable of being remedied, or of being compensated for by the payment of damages and –

15.3.1 the breach or default in question is not remedied; or

15.3.2 such damages are not paid,

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within 30 (thirty) days (or if the breach or default is not capable of being remedied within 30 (thirty) days, within such longer period as the innocent party may prove to be reasonable in all the circumstances in respect thereof.

16. **DISPUTE RESOLUTION**

- 16.1 All disputes relating to either the interpretation of, or any term of this Agreement shall be referred to mediation, which mediation shall be concluded within a period of thirty (30) days. Should the dispute still remain unresolved, the dispute will be referred to arbitration for resolution.
- 16.2 The dispute shall be referred to Arbitration by either Party by way of notice to the other party, setting out the full particulars of the dispute.
- 16.3 The arbitrator shall be appointed by agreement between the parties. However if within 14 (fourteen) days of the dispute being referred to arbitration, the parties have not agreed upon an arbitrator, the arbitrator shall be nominated in terms of the Arbitration Act No 42 of 1965.
- 16.4 The Arbitration shall be held in Johannesburg and shall be held in a summary manner with a view to its being completed within fifteen (15) days after it is demanded.
- 16.5 The Arbitration shall be in accordance with the provisions of the Arbitration Act 42 of 1965 as amended and shall be conducted in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.

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- 16.6 The decision of the Arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled to have the decision made an order of court.
- 16.7 The Arbitration clauses shall not mean or be deemed to mean or interpreted to mean that either Party is precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17. HOLDING OVER

If the Landlord cancels this Agreement and the Tenant disputes the right to cancel and remains in occupation of the Property, the Tenant shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the Landlord all sums payable hereunder on the date or dates on which such sums would have been due but for the cancellation and the Landlord shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's cancellation then in dispute. If the dispute is determined in favour of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of this lease and the unlawful holding over by the Tenant. If the dispute is determined in favour of the Tenant, the payment shall be deemed to be rentals duly paid in terms of this Agreement.

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18. JURISDICTION

The Parties unconditionally consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, South Africa (or any successor to that division) in regard to all matters arising from this Agreement.

19. VACATION OF PROPERTY

- 19.1 Upon the termination of this Agreement the Tenant shall vacate the Property, whether developed or not, and leave same in good order and condition, fair wear and tear only accepted.
- 19.2 Should the Tenant fail to comply with the provisions of 19.1, the Landlord may cause the Property to be reinstated to good order and condition and to recover the cost thereof from the Tenant which shall be payable forthwith on demand.

20. CONSENTS

Any consent required by the Tenant from the Landlord in terms of this Agreement –

- 20.1 Shall not be unreasonably refused or delayed; or
- 20.2 If refused shall be accompanied by Written reasons for refusal.

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21. SUB-LETTING, CESSION AND ASSIGNMENT

The Tenant shall be entitled to –

- 21.1 cede, assign, transfer, alienate, hypothecate or otherwise dispose off any of its rights or obligations under this Agreement; or
- 21.2 sublet the Property or part thereof; or
- 21.3 vacate or give up occupation or possession of the Property or any part thereof, with the prior Written consent of the Landlord.
- 21.4 The Landlord shall be entitled to cede all or any of its rights in terms of this Agreement to one or more third parties notwithstanding that such cession may result in or constitute a splitting of claims.

22. WAIVER OF LANDLORD'S HYPOTHEC

- 22.1 The Landlord hereby expressly waives any and all claim, right, hypothec (including, without limitation, any common law or statutory Landlord's hypothec), title and security interest in and to all of the Tenant's furniture, goods, equipment, and movable property kept on the Property for the duration of the Agreement.
- 22.2 Upon request, the Landlord will execute any document reasonably requested by the Tenant's lender(s) evidencing such waiver and providing for the lender's right of entry to the Property for purposes reasonably related to the exercise of its rights, subject to Landlord's reasonable terms and conditions relating to such entry.

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23. NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in Writing and, unless otherwise stated, may be made by letter or e-mail.

23.2 Addresses

The address and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is:

23.2.1 in the case of the Landlord:

Address: c/o The Corner House, Cnr Commissioner &
Sauer Streets, Marshalltown, Johannesburg
E-mail: Masabata.Mutlaneng@gauteng.gov.za
Attention: Masabata Mutlaneng

23.2.2 in the case of the Tenant:

Address: _____
_____,
E-mail: _____ @ _____
Attention: _____

or any substitute address or email address or department or officer as a party may notify to the other party by not less than five Business Days' notice.

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23.3 Domicilia

23.3.1 Each of the Parties chooses its physical address provided under as its *domicilium* at which documents in legal proceedings in connection with this Agreement may be served.

23.3.2 Either Party may by Written notice to the other party change its *domicilium* from time to time to another address, not being a post office box or a *poste restante*, in the Republic of South Africa, provided that any such change shall only be effective on the 14th day after deemed receipt of the notice by the other party.

23.4 Delivery

23.4.1 Any communication or document made or delivered by one person to another under or in connection with this Agreement will:

- (a) if by way of email be deemed to have been received on the first Business Day following the date of transmission provided that the email is received in legible form;
- (2) if delivered by hand, be deemed to have been received at the time of delivery; and
- (3) if by way of courier service, be deemed to have been received on the fifth Business Day following the date of such sending,

and provided, if a particular department or officer is specified as part of its address details if such communication or document is addressed to that department or officer.

23.5 English language

Any notice given under, or in connection with, this Agreement must be in English.

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24. GENERAL

24.1 Remedies

No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at Law or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such party of the right to pursue any other remedy.

24.2 Severability

Each and every provision of this Agreement (excluding only those provisions which are essential at Law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at Law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.

24.3 Continuing Operation

The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement as expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

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24.4 Survival of Rights, Duties and Obligations

The termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination.

24.5 Costs

24.5.1 If the Landlord instructs its attorneys to take steps to enforce any of the Landlord's rights in terms of this lease by reason of any breach by the Tenant and is successful in its claim, the Tenant shall pay to the Landlord on demand all collection charges and legal costs, including attorney and client charges (as between attorney and own client), incurred by the Landlord as a result thereof, whether or not legal proceedings have been instituted.

24.5.2 Each party shall bear its own costs and expenses incurred by it in connection with this Agreement.

24.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and save as otherwise expressly provided no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in Writing specifically referring to this Agreement and duly signed by the Parties.

24.7 No Waiver

No extension of time or other indulgence which either party allow the other shall constitute a waiver by the former of its rights to require the latter to comply with its obligations strictly in accordance with this Agreement.

24.8 Independent Advice

Each of the Parties to this Agreement hereby acknowledges and agrees that –

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24.8.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and

24.8.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the party's intentions.

24.9 Assignment

Neither of the Parties may assign this Agreement or any of its rights and obligations under it except with the prior written consent of the other, which consent shall not be unreasonably withheld.

24.10 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart.

24.11 Successors Bound

This Agreement shall be binding on and shall inure for the benefit or the successors and assigns and personal representatives (as the case may be) of each of the Parties.

24.12 Governing Law

This Agreement shall be governed, interpreted and enforced according to the Laws of the Republic of South Africa.

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SIGNED AND EXECUTED before me at Johannesburg on the date, month and year aforewritten in the presence of the undersigned witnesses.

AS WITNESSES

1. _____

q.q. Landlord

2. _____

q.q. Tenant

QUOD ATTESTOR

NOTARY PUBLIC

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