

1. The below listed definitions, explanations and interpretations relate to the Only Realty Residential Lease Agreement Version 21 (March 2026) Clause 2, and referenced from the lease agreement

2. LEASE AGREEMENT DEFINITIONS AND EXPLANATIONS

In this Lease Agreement, unless the context requires otherwise, the words below mean the following:

- 2.1 "Alternative Accommodation" means the address of a place of alternative accommodation set out in item 1.2 of the Lease Agreement;
- 2.2 "Body Corporate" means anybody corporate or homeowners association applicable to the Premises;
- 2.3 "Business Day" means any day other than a Saturday, Sunday, or official public holiday in South Africa;
- 2.4 "Constitution" means the Constitution of the Republic of South Africa 108 of 1996.
- 2.5 "CPA" means the Consumer Protection Act 68 of 2008;
- 2.6 "Data Protection Legislation" means POPIA, ECTA, PAIA and the constitution and all other applicable laws and regulations relating to the processing of personal information and privacy;
- 2.7 "Debt collector" means any person defined as such within Section 1 of the Debt Collectors Act 114 of 1998;
- 2.8 "Debt collectors Act" means the debt collectors Act 114 of 1998;
- 2.9 "Deposit" means the amount payable by the Tenant to the Landlord prior to the Tenant moving into the Premises;
- 2.10 "Direct Marketing" means, to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of: promoting or offering to supply, in the ordinary course of business, any goods or services to the person; or requesting the person to make a donation of any kind for any reason;
- 2.11 "Effective Cause" means the main reason for the Tenant entering into this Lease Agreement;
- 2.12 "Effective Date" means the commencement date of the Lease Agreement as set out in item 1.4.2 ;
- 2.13 "ECTA" means the Electronic Communications and Transactions Act 25 of 2002;
- 2.14 "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 the Tenant's visitors;
- 2.15 "Initial Period" means the term of this Lease Agreement, excluding any renewal periods, set out in item 1.4.1
- 2.16 "Landlord" means the Party set out in item 1.2;
- 2.17 "Lease Agreement" means this agreement together with all its Annexures and Schedules, as amended from time to time;
- 2.18 "Mandatory Disclosure form" means the mandatory disclosure form completed by the Landlord in relation to the Property as required by the PPA, which is attached to the Lease Agreement.
- 2.19 "Material Breach" means any breach of this Lease Agreement which:
 - 2.19.1 this Lease Agreement defines as a "Material Breach";
 - 2.19.2 has or is likely to have a serious financial or legal impact on either Party to this Lease Agreement;
 - 2.19.3 has or is likely to have a serious impact on the ability of either Party to this Lease Agreement to enjoy its rights under this Lease Agreement;
 - 2.19.4 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;
 - 2.19.5 or which happens more than once in any 3 (Three) Month period.
- 2.20 "Month" means a calendar month, commencing on the 1st (first) day of such a month and terminating on the last day of such month;
- 2.21 "PAIA" Promotion of Access to Information Act 2 of 2000;
- 2.22 "Parties" means the Tenant and the Landlord and "Party" means either one of them, as the context may indicate;
- 2.23 "POPIA" means the Protection of Personal Information Act 4 of 2013, once all of its sections are fully operational;
- 2.24 "Personal Information" has the meaning ascribed to it in section 1 of POPIA;
- 2.25 "Premises" means the premises set out in item 1.3 and the parking bays set out in item 1.3;
- 2.26 "Property Practitioner" means the party set out in item 1.1;
- 2.27 "PPA" means the property practitioners Act no 22 of 2019;
- 2.28 "PPRA" means the Property Practitioners Regulatory Authority, as established in the PPA;
- 2.29 "Rental" means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.30 "Rental Housing Act" means the Rental Housing Act 50 of 1999;
- 2.31 "Rules" means any applicable Body Corporate and/or house rules; including any amendments there to, as implemented from time to time;
- 2.32 "Short Term Consumables" means goods within or for the Premises that must be replaced on a regular basis, which will include electrical globes, fittings and switches;
- 2.33 "Sign" means a handwritten signature or advanced electronic signature as defined by the Electronic Communications and Transactions Act 25 of 2002;
- 2.34 "Signature Date" means the date of signature of this Lease by the last Party signing;
- 2.35 "Smoking" means the lighting of any tobacco or cannabis products, including cigarettes and cigars, and the use of any smoking devices, including electronic cigarettes, vape and the like;
- 2.36 "South Africa" means the Republic of South Africa, as constituted from time to time;
- 2.37 "Specific Performance" means the fulfilment of either Party's obligations in terms of this Lease Agreement;
- 2.38 "Tenant(s)" means the Party(ies) set out in item 1.2;
- 2.39 "Termination Date" means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in item 1.4.3, or on the date upon which this

Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;

- 2.40 "The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act" means the Prevention of Illegal Evictions from and Unlawful occupation of Land Act 19 of 1998"
- 2.41 "Vat Act" means the Value-added Tax Act 89 of 1991;
- 2.42 "VAT" means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time;
- 2.43 "Vehicles" means a mobile machine that transports both people or cargo. The definition includes, but is not limited to wagons, bicycles, motor vehicles, watercrafts and trailers;
- 2.44 "Writing" means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, and facsimile transmissions, together with information or data in electronic form.

3. LEASE AGREEMENT INTERPRETATION

3.1. Any reference in this Lease Agreement to:

- 3.1.1. a clause is, subject to any contrary indication, a reference to a clause of the main body of this Lease Agreement;
- 3.1.2. an item is, subject to any contrary indication, a reference to an item in the Schedule to this Lease Agreement;

3.1.3. law means any law including common law, statute, constitution, decree, judgement, treaty, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within South Africa; and

3.1.4. person means, unless the context indicates otherwise, any natural or juristic person, government, state, agency or organ of a state.

3.2. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.

3.3. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented, or replaced from time to time.

3.4. A reference to a Party includes that Party's successors-in-title and permitted assigns.

3.5. A time of day is a reference to Johannesburg time.

3.6. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

3.7. The cancellation or termination of this Lease Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.

3.8. No provision in this Lease Agreement is intended to contravene or limit any applicable provisions of the CPA, POPIA or the Rental Housing Act.