



ANVIL

PROPERTY SMITH

OFFER TO LEASE

("The Offer")



FROM
(“The Offeror”)

Offeror Name	Johannes Stephanus Gouws
Identity Number or Company Registration Number	9007315083085
VAT Number	NA
Contact Number	0727999597
E-mail Address	gouwshannes001@gmail.com
Represented By	Self
In His/Her Capacity As	Private

TO
(“The Landlord”)

Landlord Name	Nickisys Proprietary Ltd
Identity Number or Company Registration Number	2013/172526/07
VAT Number	4520265689
Contact Number	074 089 2755
E-mail Address	info.waddell@gmail.com
Represented By	Jess Pudney
In His/Her Capacity As	Executive assistant

The Offeror and The Landlord are collectively referred to as the “Parties”.

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



Who by his/her signature hereto warrants that he/she is duly authorized, and do hereby offer to lease the below premises whereby the following terms and conditions do apply:

1. THE PREMISES

BUILDING NAME	The Network	ADDRESS	5 Cactus road, Fairview
UNIT & FLOOR	Unit 10	RENTABLE AREA (SQM)	90
USAGE OF PREMISES	Recording space for digital platforms, podcasts and audio recording.		

2. LEASE PERIOD & COMMENCEMENT DATE

LEASE PERIOD (IN MONTHS)	12	BENEFICIAL OCCUPATION (START & END DATE)	NA
LEASE COMMENCEMENT DATE	1/5/2021	LEASE TERMINATION DATE	30/04/2022

- 2.1. Occupation of the premises by the Offeror will only be granted once the lease agreement has been entered into and the deposit, first month's rental and other necessary lease fees paid and all FICA documentation have been received by the landlord.
- 2.2. The occupation date stipulated in 2. is subject to 2.1 above.

3. PARKING (TOTAL NUMBER)

OPEN BAYS	SHADED BAYS	COVERED BAYS	BASEMENT BAYS	BASEMENT TANDEM BAYS	OTHER PARKING
4	0	0	0	0	street

4. OTHER AREAS (SQM)

ROOF AREA	PATIO/BALCONY	STORE ROOM
0	0	0



5. RENTAL

5.1. The rental shall be compiled as stated in the below table and be paid monthly in advance before the 1st day of every month without deduction or set off, to the Landlord's banking account .

5.2. It is agreed that all of the amounts in the table below are exclusive of VAT (Value Added Tax):

	RATE PER SQM OR BAY PER MONTH	SQM OR NUMBER OF PARKING BAYS	MONTHLY COST
BASE (NET) RENT	R 7500		R 7500
OPERATING COSTS	R included		R o
LEVIES	R included		R o
RATES AND TAXES	R included		R o
TOTAL MONTHLY GROSS RENTAL	R 7500		R 7500
OPEN PARKING	R included		R o
COVERED PARKING	R NA		R NA
SHADED PARKING	R NA		R NA
BASEMENT PARKING	R NA		R NA
BASEMENT TANDEM BAYS	R NA		R NA
OTHER PARKING	R NA		R NA
STORE ROOM RENTAL	R NA		R NA
PATIO/BALCONY RENTAL	R NA		R NA
ROOF RENTAL	R NA		R NA
SIGNAGE RENTAL	R NA		R NA
GENERATOR RENTAL	R NA		R NA
WATER TANK LEVIES	R NA		R NA
AIR CONDITIONING MAINTENANCE	R NA		R NA
CID LEVIES	R NA		R NA

6. ANNUAL ESCALATION

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



- 6.1. The rental and other costs will escalate as per escalation percentage per annum of 8 % on a cumulative basis on the anniversary of the commencement date of the lease.
- 6.2. The Offeror will be liable for any increase in municipal rates when the local authority levies such increases. This will be calculated on the Offerors “pro rata” share of the rentable area of the building.

7. OPTION TO RENEW

- 7.1. The Offeror shall have the option to renew the Lease at the market related rentals and escalations to be mutually agreed upon, with the landlord being notified of such renewal a minimum of 3 calendar months before the end date of the existing lease; or, failing agreement, to be settled by means of arbitration by a certified property valuer.

8. USE OF THE PREMISES

- 8.1. The premises will be used exclusively for the purpose of Recording space for digital platforms, podcasts and audio recording. unless express written consent was obtained from the Landlord.
- 8.2. The Offeror shall obtain all necessary approval(s) from the necessary authorities to operate its business.
- 8.3. It is specifically recorded that the landlord has made no representation or given any assurance regarding the suitability of the premises for the Offerors business.

9. TENANT INSTALLATION

- 9.1. The Landlord shall provide the Offeror with an allowance of R NA, being R NA per meter squared (excluding VAT) to be applied towards the costs and expenses incurred, or to be incurred by the Offeror in fitting out and modifying the Premises to make the Premises suitable to the Offeror’s needs.
- 9.2. Unless otherwise agreed by the Parties in writing, the Offeror shall be liable for any amounts in excess of the allowance provided for in 9.1 above.
- 9.3. The Offeror may only commence with the Tenant Installation once approval has been obtained by the Landlord for the Offeror’s internal design and specifications detailing the alterations to be carried out.

10. ADDITIONAL CHARGES

- 10.1. Should the Landlord be a VAT vendor then this charge will be levied in accordance with the legislation that prevails at that given time. Should any alteration in the VAT percentage be imposed by the Minister of Finance or any other person authorized to do so then the rate at which the VAT is charged and collected will be amended accordingly.
- 10.2. The Offeror shall be liable for the cost of electricity, water, refuse and sewage consumed in the premises.
- 10.3. The Offeror will be responsible for the cost of consumption for electricity, water, gas, refuse and sewage for the Offerors “pro rata” share of the common areas of the building/premises.

11. DISPUTE

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



11.1. In the event of any dispute arising between the parties as to the true intent of this agreement or the implication thereof, the same and all relevant matters shall be determined by an expert who shall be appointed by the president of the law society.

12. OFFER

12.1. This offer shall be open, binding and irrevocable for acceptance by the Landlord for 3 days until 17/04/2021.

12.2. The Offeror undertakes and agrees to sign the Landlord's Standard Agreement of Lease in substitution hereof within 5 (five) business days of being requested to do so. In the event of the Offeror failing to do so, then pending the decision of the Landlord to proceed to enforce its rights, this Offer, together with the Landlord's Standard General Terms and Conditions of Lease, shall continue to bind both Parties.

12.3. A scanned signed copy emailed to both Parties shall constitute a valid acceptance of the Offer contained herein.

12.4. On acceptance of the Offer, the Landlord's standard lease agreement will be drafted for signature by both parties in terms of the conditions set out in this Offer to Lease.

12.5. In the event that both or either the Landlord or Offeror refuse to sign the standard lease agreement then this agreement will continue to bind both parties.

13. BREACH

13.1. Following the Landlord's acceptance of this agreement, in the event of the Offeror committing any breach of contract, the Landlord will be entitled to cancel the lease without prejudice regarding his rights or the landlord will be able to sue for specific performance by the Offeror.

14. COSTS

14.1. The Offeror will be responsible for the cost of preparing the lease documentation amounting to be confirmed by the Landlord.

15. DEPOSIT

15.1. A deposit, or bank guarantee acceptable by the landlord, to the amount of R 7500 (excluding VAT) shall be paid/provided to the landlord by the Offeror upon acceptance of this offer.

15.2. The deposit or bank guarantee as the case may be shall be held by the Landlord for the duration of the lease agreement or any renewal thereof.

15.3. No interest shall be payable by the Landlord in respect of any deposit held. In the event of a bank guarantee being used the Offeror undertakes to provide the Landlord with additional deposit payable by electronic funds transfer for the period whilst the bank guarantee is being drawn by the Offeror's banking institution. Upon receipt of the bank guarantee the additional deposit will be paid back to the Offeror.

16. AGENT & OBLIGATIONS

16.1. The Landlord appoints ANVIL Property Smith (Pty) Ltd to be their letting agent for this transaction.

16.2. ANVIL Property Smith shall be obliged to do the following:

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



- 16.2.1. Submit a signed, written offer to lease or application to lease, with an expiry date, to the Landlord;
- 16.2.2. After acceptance of an offer to lease, ANVIL shall, if required, produce a binding lease agreement that is acceptable to the Landlord;
- 16.2.3. ANVIL will play an active role in all material steps in the negotiation of the lease agreement to its conclusion;
- 16.2.4. ANVIL shall comply with all applicable laws, rules and regulations at all times;
- 16.2.5. ANVIL will discharge its obligations with the care, skill and diligence that can be reasonably expected when compared with the accepted industry standard;
- 16.2.6. ANVIL will submit to the Landlord, on an annual basis its fidelity fund certificate, in terms of the EAAB provisions.
- 16.2.7. ANVIL will treat all information between the landlord and prospective tenant as privileged and not to disclose such information to any third party.
- 16.2.8. ANVIL will remain fully transparent and demonstrate the utmost good faith in terms of the status of the transaction by keeping the landlord informed of all developments in relation to the transaction, including but not limited to, full disclosure of the prospective tenant's level of interest in the property introduced and the prospective tenant's intention, as far as the broker knows, to conclude a transaction.

17. FEES AND COMMISSION STRUCTURE

- 17.1. In accordance with the Consumer Protection Act whereby agent fees are to be disclosed, notwithstanding anything to the contrary contained herein, the landlord undertakes to pay commission in accordance with the tariff set out below to ANVIL Property Smith (Pty) Ltd.
- 17.2. ANVIL Property Smith Commission Structure shall be calculated on the following basis below (Excl VAT):
 - 17.2.1. 5% excluding VAT of the gross rental including rentals of parking bays, store rooms, balconies and any other income excluding VAT as per clause 5 for years 1 & 2 of the lease period
 - 17.2.2. 2.5% excluding VAT of the gross rental including rentals of parking bays, store rooms, balconies and any other income excluding VAT as per clause 5 for years 3 to 5 of the lease period
 - 17.2.3. 1.5% excluding VAT of the gross rental including rentals of parking bays, store rooms, balconies and any other income excluding VAT as per clause 5 for years 6 to 8 of the lease period
 - 17.2.4. 1% excluding VAT of the gross rental including rentals of parking bays, store rooms, balconies and any other income excluding VAT as per clause 5 for years 8 & 9 of the lease period.
 - 17.2.5. Commission on short term leases less than one (1) year will be calculated at one (1) months' gross rental excluding VAT.
- 17.3. Terms of reference for the above scales:
 - 17.3.1. Gross rental shall include net (basic) rental, operational costs, rates and taxes at time of signature of the qualifying lease agreement, as well as parking, storeroom/s, balconies, yards and any other rental attached to the lease agreement, and shall include any yearly rental increases taken stipulated in the lease agreement;
 - 17.3.2. Years means the calendar years in terms of the lease calculated from lease commencement; and
 - 17.3.3. The relevant percentages applicable are calculated on amounts exclusive of VAT
- 17.4. The Commission set out in 17.2 is payable by the Landlord to ANVIL Property Smith on gross rental excluding VAT immediately, in full, and once the following criteria are met:



- 17.4.1. After a duly signed lease agreement, creating legally binding and unconditional rights & obligations capable by enforcement by a court of law, including annexures and sureties, have been signed by both the Landlord and the Tenant;
- 17.4.2. Tenant has paid deposit and first month's rental;
- 17.4.3. The lease has commenced;
- 17.4.4. After the tenant's FICA documents have been produced to the landlord, either electronically or hand-delivered, complying to the FICA requirements as set out in the Financial Intelligence Centre Act, 2001;
- 17.4.5. A VAT invoice in respect of the commission has been issued and submitted to the Landlord.
- 17.5. Should the lease not be signed by either party and this agreement takes effect with the Offeror occupying the premises, after 6 months of rental payment the commission will be payable by the Landlord to ANVIL Property Smith (Pty) Ltd.
- 17.6. No minimum commission or deviance from the commission structure above shall be applied.

18. CREDIT REFERENCES

- 18.1. The Offeror hereby authorizes the Landlord or Landlord appointed agent to perform credit or bank reference enquiries on the Offeror as per the details provided in The Offer. The Offeror shall be liable for the fees involved for such checks.

19. SURETY

- 19.1. In the event of the Offeror being a company, close corporation or trust, it warrants that its directors/members shall bind themselves as sureties and co-principal debtors for the due and proper fulfilment by the company/closed corporation/trust of its obligations in respect of the agreement of lease.

20. WHOLE AGREEMENT

- 20.1. This is the entire agreement between the Parties. Neither party relies on any warranties, representations, disclosures or expressions of opinion which have not been included into this agreement in order to enter the agreement.
- 20.2. No variation or conceptual cancellation of this agreement or this clause shall be of any effect unless agreed to in writing and signed by both parties.

21. NON –WAIVER

- 21.1. Neither party shall be regarded to as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of any right of action against the other party.



22. DOMICILIUM

OF LANDLORD

OF OFFEROR

1 Elsa Joubert street
Fairview
Port Elizabeth
Eastern Cape, 6070

23. SPECIAL CONDITIONS

The terms set out below form an integral part of this offer:

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



I/We the undersigned confirm that we will be held liable jointly and severally for all costs incurred as a result of the Agreement of Lease:

FOR: OFFEROR

(FULL NAME & SURNAME)

SIGNATURE FOR & BEHALF OF THE
OFFEROR BEING DULY AUTHORISED HERETO

(FULL NAME & SURNAME)

SIGNATURE FOR & BEHALF OF THE
OFFEROR BEING DULY AUTHORISED HERETO

SIGNED AT _____ THIS _____ DAY OF _____ 20____

FOR: LANDLORD

(FULL NAME & SURNAME)

SIGNATURE FOR & BEHALF OF THE
LANDLORD BEING DULY AUTHORISED HERETO

(FULL NAME & SURNAME)

SIGNATURE FOR & BEHALF OF THE
LANDLORD BEING DULY AUTHORISED HERETO

SIGNED AT _____ THIS _____ DAY OF _____ 20____

FOR: THE AGENT AGENT - WE ACCEPT THE BENEFITS THEREOF

(FULL NAME AND SURNAME)

SIGNATURE FOR & BEHALF OF THE
AGENT BEING DULY AUTHORISED HERETO

SIGNED AT _____ THIS _____ DAY OF _____ 20____

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



**CERTIFIED EXTRACT OF MINUTES / RESOLUTION OF A MEETING OF THE BOARD OF DIRECTORS
TEMPLATE**

Date: _____

Certified extract of the Minutes / Resolution of the directors of _____

The meeting having been duly convened and is hereby unanimously resolved:

Resolved that:

1. _____ is hereby authorized to enter into a (an) offer to lease / lease agreement for the premises described as _____.

Resolved further that:

2. _____ is hereby authorized to execute the offer to lease / lease agreement and any other documents that may be necessary to give effect thereto.

Thus done and signed at _____ on this _____ day of _____ 2020.

Full Name: _____ Signature: _____ Designation: _____

Full Name: _____ Signature: _____ Designation: _____

Full Name: _____ Signature: _____ Designation: _____

Full Name: _____ Signature: _____ Designation: _____

Full Name: _____ Signature: _____ Designation: _____



OFFEROR DETAILS

Detailed of Authorised Individual Signing Offer to Lease	
Full Name	Johannes Stephanus Gouws
Identity Number	9007315083085
Residential Address	1 Elsa Joubert street Fairview, PE, Eastern Cape 6070
Contact Number (Cellphone)	0727999597
Contact Number (Work)	
Contact Number (Home)	
E-mail Address	gouwshannes001@gmail.com
In His/Her Capacity As	Private

Current Landlord Information	
Name of Company	NA
Contact Person Full Name	NA
Contact Number (Cellphone)	NA
Contact Number (Business)	NA
E-mail Address	NA
Business Trade Address	NA

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



Company Details	
Name of Company / Close Corporation	
Company Registration Number	
Trading Name	
Business Trade Address	
<u>Contact Details:</u> Cellphone Business Fax E-mail	
<u>Banking Details:</u> Account Name Bank Name Branch Code Type of Account Account Number	
<u>Insolvency:</u> Have any directors in the company been declared insolvent? If Yes, please state: Date: Date of rehabilitation:	
<u>Judgments:</u> Do any of the directors have judgments or previous convictions? If Yes, please state reason	



FICA CHECKLIST

INDIVIDUAL

- Copy of ID document (SA Citizens) / Passport (Foreign Nationals)
- Proof of address less than three months old (for example utility bill, cell phone account statement, bank statement with address, DSTV account, municipal letter etc.)
 - Should you not have proof of address in your name, you may provide a declaration by a third party confirming that you share an address with them and provide the third party's proof of ID and proof of address (less than three months old), duly commissioned by the commissioner of oaths.
- Copy of SARS document confirming income tax number

MINOR

- Copy of the birth certificate (abridged or unabridged)
- In the case of a guardian, provide documents confirming legal guardianship, complete a letter for Acting on Behalf of a Minor.
- Copy of SARS document confirming income tax number of minor
- Proof of address less than three months old
 - As the parent / guardian, you may provide a declaration confirming that:
- You share an address with the minor. A joint address Declaration is required.
- The minor does not have a tax number
- Copy of ID document (SA Citizens) / Passport (Foreign Nationals) of parent / guardian

NON-RESIDENT INDIVIDUAL

- Copy of foreign ID / passport
- Proof of address less than three months old
 - Should you not have proof of address in your name, you may provide a declaration by a third party confirming that you share an address with them and provide the third party's proof of ID and proof of address (less than three months old). A joint address Declaration is required, duly commissioned by the commissioner of oaths.
- Document confirming tax registration number
- Confirmation of Income tax registration number from South African Revenue Services.
 - If you or any controlling persons associated with the investment have a tax number, tax residency or nationality in a country other than South Africa, confirmation of such registration needs to be provided.

ESTATE LATE

- For the deceased we require the following:
 - Copy of death certificate
 - Copy of ID
- Bank details of estate late account
- Resolution (if more than one executor)
- For the executor/s we require the following:
 - Copy of ID
 - Copy of Letter of Executorship / Authority
 - Proof of address (less than three months old)
 - Copy of SARS document confirming the income tax number of the Deceased Estate (Estate must be register with SARS as a Deceased Estate)

TRUST

- Copy of Trust deed (if applicable, any deeds of amendment of Trust Deed)
- Copy of Letter of Authority
- Copy of SARS document confirming Income tax / VAT registration number for trust
- Resolution signed by all Trustees nominating authorised signatory / representative
- For the authorised signatory / representative, each trustee, beneficiary and founder of the trust we require the following:

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07



- Copy of ID
- Proof of address (less than three months old)

COMPANY - (PTY) LTD

- Company registration documents
 - CIPC Cor 44 – Company registration certificate
- Proof of address (less than three months old.) Business address if different from registered address
- Copy of SARS document confirming Income tax / VAT registration number for company
- Resolution on company letterhead signed by all directors nominating authorised signatory / representative
 - Should there only be one director, a resolution authorising the said director to act on behalf of the entity is required
- For the authorised signatory / representative and / or CEO, each director and each person or corporation with shareholding of 25% or more in the company, we require the following:
 - Copy of ID
 - Proof of address (less than three months old)

NON-RESIDENT COMPANY

- Copy of foreign company registration documents
- Proof of address (less than three months old). Business address if different from registered address
- Document confirming tax registration number for company with South African Revenue Services.
- Resolution signed by all directors nominating one signatory / representative
- For the authorised signatory / representative and / or CEO, each director and each person or corporation with shareholding of 25% or more in the company, we require the following:
 - Copy of ID / passport
 - Proof of address (less than three months old)

CLOSE CORPORATION - CC

- Copy of Founding Statement (CK 1) and Certificate of Incorporation (if applicable, CK2 for any amendments to the Founding Statement) and close corporation registration certificate CIPC Cor 44
- Proof of address of the company (less than three months old)
- Copy of SARS document confirming Income tax / VAT registration number for the CC
- Resolution on the CC letterhead signed by all members nominating one signatory / representative
- For the authorised signatory / representative and each member we require the following:
 - Copy of ID
 - Proof of address (less than three months old)

PARTNERSHIP ACCOUNT

- Copy of partnership agreement
- Proof of address (less than three months old) Business address if different from registered address.
- Resolution signed by all members nominating authorised signatory / representative
- Copy of SARS document confirming Income tax / VAT registration number for the partnership
- For the authorised signatory / representative and each partner, we require the following:
 - Copy of ID
 - Proof of address (less than three months old)

UNINCORPORATED ENTITIES (E.G. CLUBS, CHURCHES)

- Copy of document confirming list of all active members
- Resolution signed by all members nominating authorised signatory / representative (a note to be made of bank details and possible tax implications for the nominated person)
- Proof of address (less than three months old)
- Copy of SARS document confirming Income tax / VAT registration number for the entity
- For the authorised signatory / representative and each member or partner, we require the following:
 - Copy of ID
 - Proof of address (less than three months old)

www.anvilproperty.co.za - **tel** +27 87 234 8000

Suite 1001, 10th Floor, Illovo Point, 68 Melville Road, Illovo, Sandton, 2196

Anvil Property Smith (Pty) Ltd, Reg. 2012/069439/07