

RENTAL AGREEMENT

LANDLORD

APHRODITE HILLS PROPERTY MANAGEMENT LIMITED - RENTALS Postal Address: 2, Aphrodite Ave, Aphrodite Hills, Kouklia 8509, Paphos, Cyprus Address for service: 2, Aphrodite Ave, Aphrodite Hills, Kouklia 8509, Paphos, Cyprus Contact person: Litsa Lazari Tel.: +357 26 828000 Fax: + 357 26 828001 e-mail: <u>Llazari@aphroditehills.com</u>

TENANT

Name: Mr. Nurse Stephen James (IRL Passport No PQ5841900) Tel: +447588 717515 E-mail: <u>nurse stephen@hotmail.com</u>

PROPERTY TO BE LET

(a) Three - bedroom apartment with a communal pool (MD21) in Dionysus Village at Aphrodite Hills Resort, Kouklia, Paphos, Cyprus, ("**the premises**").

(b) The fixtures and fittings of the premises, described in Appendix 1, ("**the fixtures and fittings**").

The premises, the fixtures and fittings and the works of art, described above shall hereinafter be referred to as "**the Property**".

TENANCY PERIOD

The Property is let for a period of 12 months, starting on the 21st of September 2024, and expiring on the 20th of September 2025.

AMOUNT AND PAYMENT OF RENT

The monthly rent payable by the Tenant to the Landlord in the way described below, for the tenancy period shall be \notin 2600 (Euro Two thousand and six hundred). The Tenant has the right to renew the agreement for further periods of 12 months at a time, at a rent to be agreed. The Tenant must exercise this right by giving notice to the Landlord 3 months prior to the expiration of the agreement.

MODE OF PAYMENT OF RENT

The rent shall be paid on the day of signing the tenancy with 3 days period of grace. The rent shall be deposited in the following bank account **on the first day of each month**:

Account Name: APHR. HILLS PROP. MGT LTD (PR. RENTALS) Account No.: 357013077628 IBAN No: CY08002001950000357013077628 Swift Code: BCYPCY2N Bank of Cyprus

CONDITIONS

1. The Preamble forms an inseparable part of the present agreement.

2. Both parties acknowledge that the Landlord is legally empowered to act on behalf of the owner of the Property and is entitled to enter into the present agreement and take all actions necessary to pursue the full compliance by its terms both for the owner, itself and the Tenant.

3. The Tenant paid today to the Landlord and the Landlord acknowledges receipt hereby of the sum of \notin 5200 (Euro five thousand and two hundred) by way of guarantee for the faithful compliance by the Tenant with the conditions of this contract and shall be refunded by the Landlord to the Tenant at the end of the tenancy period and the surrender to the Landlord of the free and unobstructed possession of the Property at its present condition, taking into consideration reasonable wear and tear. Under no circumstances shall the above amount be considered as rent. The Landlord retains the right at any time during the tenancy period to use all or any part of the deposit amount for remedying any damage caused to the Property or any part of it by the Tenant and in such case the Tenant shall be under an obligation to pay to the Landlord any amount used in this way within 10 days of notice.

4. The Property shall be used solely as a holiday/residential house by the Tenant and his family, and no change of such use is allowed without the prior written consent of the Landlord.

5. No subletting, assignment, license for use or possession of the whole or part of the Property or alienation in any way of the possession of the Property is allowed without the prior written consent to this effect of the Landlord. It is expressly agreed between the parties that the Tenant shall have no right whatsoever to remove from the premises any of the fixtures and fittings and any of the works of art without first giving notice in writing to this effect to the Landlord, who in such case retains the right to withdraw from the list of Appendix 2 such fixtures and fittings or work of art without any reflect on the rent of the premises.

6. Any damage or loss to the Property of any nature (except normal wear and tear for the premises and fixtures and fittings) shall be the sole responsibility of the Tenant who is obliged on the lapse or termination of the tenancy to surrender the Property in as good condition as he acknowledges that is taking possession of same.

7. The Tenant is obliged to preserve the Property and all appurtenances, additions and equipment/installation in as good condition in which he is taking possession of same and shall, for the purpose of fulfillment of this condition, allow the Landlord and/or its agents, to enter at all reasonable time the premises and inspect its condition and to repair and make good in the best possible manner anything for which the Tenant is responsible and for which the Tenant had already been given advance notice in writing. Moreover, the Tenant shall have to pay to the Landlord within ten (10) days from any such repairs, all costs which the Landlord may incur for any such repairs or restoration.

8. The Tenant has no right to delay or default the payment of any monthly rent or any part thereof or of any other amount payable by the Tenant under the terms of the present agreement. Any delay for promptly paying the rent or any other amount payable by the Tenant under the terms of the present agreement shall render the Tenant liable to pay interest at the rate of 8% per annum to the Landlord as of the date of any such amount becoming due and payable until full and final settlement, notwithstanding any other remedy available to the Landlord for breach of contract, including forfeiture of the deposit guarantee or any part of it. In case of non-payment of the rent The Landlord shall have the right to disconnect the water and/or electricity supply to the Property as well as to cancel all entrance permission to the Tenant and/or to change the locks.

9. No amendment or repair or addition to the premises is allowed without the prior written consent of the Landlord. Any such amendment, repair or addition shall remain for the benefit of the Landlord without any obligation for compensation or any other obligation of the Landlord to the Tenant. The Landlord, in addition, has the right at the end or termination of the tenancy to demand restoration of the premises to its previous condition, at the expense of the Tenant.

10. The Tenant shall pay for the use and consumption of electricity, water, international channel reception services and internet connection services (if applicable), according to the indications of the meters and monthly charges of the Property, subject matter of this agreement, by the relevant authorities. Electricity and water measures will be taken upon his arrival. The Tenant will be liable to pay in full such invoices once delivered by the Landlord. If such invoices are not paid within 15 days of delivery to the Tenant, Landlord bears no responsibility for a possible disconnection of such services, or any other measures taken by the service providers.

11. No telephone line currently exists in the Property.

12. The Tenant shall have to repair at his own expense any blockage of wash basins and sinks or manholes on the premises, being responsible for any blockage of pipes of drain water /kitchen, bath, lavatory, bidet, replacement of lightbulbs etc.

13. The Tenant is prohibited from placing, keeping, installing on or in the premises anything which is regarded by the insurance companies as combustible, flammable, or dangerous material or which could result in an increase of the insurance premium for the premises.

14. The Tenant is prohibited from doing or allowing or tolerating to be done anything on the property let which would constitute an illegal act or nuisance to the Landlord or to the occupants of adjacent premises in the Resort, where the Property is or the occupants of neighboring premises.

15. The Tenant shall not use the premises or allow the premises to be used for the hanging up or placement of any sign or advertising there on without the written consent of the Landlord.

16. The Tenant is obliged to obey and abide by the terms of the General Regulations regulating the common areas of the Resort, the obligations, rights and duties of all the owners and occupants of the Resort and generally to behave in such a way so as to hold the Landlord harmless from any claim emanating from any breach of such terms and/or regulations.

17. The Tenant is responsible for the annual rubbish collection tax from the Kouklia Community Council.

18. In general, the Landlord agrees to pay and discharge all charges, taxes and other liabilities pertaining with the ownership of the premises while the Tenant agrees to pay and discharge all charges, taxes and other liabilities pertaining with the occupation of the premises during the existence of the tenancy period and any extension thereof.

19. The Tenant shall not have the right to keep any live pets (animals, birds, reptiles etc.) within the premises without the written consent of the Landlord.

20. Upon the termination and/or the expiration of the tenancy period, the Tenant shall allow the Landlord reasonable time to inspect the premises, the fixtures and fittings and the works of art and assess their condition. A special discharge notice shall be jointly prepared by the parties and will be signed on the date of delivery of the premises, the fixtures and fittings and the works of art

by the Tenant to the Landlord, where they will also describe whether the condition of each separate item is accepted or not by the Landlord.

21. The Tenant undertakes the responsibility to insure against fire, burglary, and Act of God, all his belongings (furniture, fixtures, etc) contained in the Premises. The Landlord takes no responsibility in case of damage of the Tenant's belongings due to fire, burglary, or Act of God.

22. The Tenant paying the agreed rent and observing the stipulations contained in the present agreement shall peacefully hold and enjoy the Property without any interruption by the Landlord or any other person claiming under it.

23. The AHPM shall be responsible for the proper maintenance of the garden and swimming pool of the Premises.

24. The present agreement shall be read, construed, and governed by the laws of the Republic of Cyprus.

25. Any notice, objection, or other communication to be given by one Party to the other under, or in connection with this Agreement shall be in writing and signed by or on behalf of the Party giving it. It shall be served by sending it by email or fax to the address or number set out in the preamble of this agreement, or by delivering it by hand, or sending it by registered post, to the address set out in the preamble too. Any notice so served by hand, e-mail, fax or post shall be deemed to have been duly given:

- (a) In the case of delivery by hand, when delivered.
- (b) In the case of e-mail or fax, at the time of transmission; or
- (c) In the case of registered post, within 5 business days as of the day of depositing the notice at the post office.

26. A Party may notify the other Party of a change to its name, relevant address, e-mail address or fax number for the purposes of the previous clause.

27. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties. The expression "variation" shall include any variation, amendment, supplement, deletion, or replacement however effected.

28. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement. In any such event the Parties shall negotiate in good faith and agree all those amendments to this Agreement which are consequently necessary to replace the invalid or unenforceable provision with terms having as near as possible the same commercial effect with a view to maintain unaltered the Parties' mutual interests as currently protected under this Agreement and in any case preserving a balance between their respective rights and obligations in enabling them to fully perform their obligations as contemplated hereunder.

29. This Agreement may be executed by way of facsimile (which shall be a valid mean of execution) and in any number of counterparts, each of which shall be deemed to be an original but all of which together constitute one and the same instrument.

30. This Agreement constitutes the entire agreement and understanding of the Parties in relation to the transactions hereby contemplated and supersedes any and all prior agreements and

arrangements, whether written or oral, that may exist between the Parties with respect to the matters contemplated herein.

31. No failure or delay by any of the Parties in exercising any right or remedy provided by law or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

32. Each Party shall at all time act in good faith towards the other and shall use all reasonable endeavours to ensure that this Agreement is observed.

33. All the above conditions are of the essence of the present agreement.

34. Any violation by the Tenant of any of the above conditions, shall give right to the Landlord to terminate the tenancy and/or take legal action against the Tenant for eviction and surrender to her possession of the Property. However, the Tenant shall continue to be responsible for rent in arrear which may be due and for damages for breach of contract. In particular, and without prejudice to any other claim which the Landlord may have against the Tenant, the latter shall be responsible for damages for eventual non-letting of the Property or for it letting at lower rent for the unexpired period during which the tenancy would have lasted had it not been for the breach of contract by the Tenant. The Tenant shall not be entitled to any compensation in the event of letting of the premises at a higher rent.

35. If a purchaser is found for the Property, the Landlord has the right to serve upon the Tenant 2 months' notice of termination of this rental contract. Moreover, if the purchaser and/or the Landlord who is legally empowered to act on behalf of the owner of the Property, decide to continue the present agreement then new bank account details and other relevant information will be provided to the tenant.

The present document has been made in duplicate and was signed on the 20th of August 2024.

The original is kept by the Landlord and a true copy is kept by the Tenant.

The Contracting Parties

Witnesses

The Landlord

1.....

Andreas Chrysostomou, General Manager

The Tenant

Nurse Stephen James

2.....

APPENDIX 1

<u>Three - bedroom apartment with a communal pool, MD21 Aphrodite Hills, Kouklia, 8509</u> <u>Paphos</u>

3 - bedroom fully furnished apartment with communal pool.

Property checks may be performed after prior arrangement with the tenant with minimum 48 hours' notice