



**No. 1
Plaint**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Jehanzeb Haider

Plaintiff

AND:

Cleopatra Hamann

Defendant

To the Defendant

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this day of 2nd October 2025

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

Please see the attached letter with details.

AND the Plaintiff claims:

- 1 The sum of KYD 1000.
- 2 Interest in the sum of \$ N/A calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175, alternatively costs to be assessed.

 02/10/2025

Plaintiff's Signature

Plaintiff's address for service

152 E, Lake Side, George Town, Grand Cayman,
Cayman Islands
Jehanzebhaider@hotmail.com
(345) 326 3620

Statement of Complaint**Plaintiff:** Jehanzeb Haider**Defendant:** Ms. Cleopatra**Matter:** Failure to deliver habitable accommodation and refusal to refund deposit

Background

1. On **30 September 2025 at approximately 6:30 PM**, the Defendant handed over possession of the rental premises to me.
2. At that time, I retained **two keys**, while the Defendant kept **one key** to access the unit for the purpose of completing repairs.
3. During the handover, the following deficiencies and pending works were observed and acknowledged by the Defendant:
 - Washer and dryer not present in the unit, as they had been sent for repair.
 - Water heater not functioning and requiring replacement.
 - Kitchen cabinet interiors requiring repair and infestation can be seen.
 - The water mixer in the upstairs shower cabin is broken and requires replacement.
 - Wardrobe cabinet door in the upstairs room requires fixing and was hanging out.
 - Dressing table drawer broken and not holding in place.
4. The Defendant assured me that these matters would be addressed by **1 October 2025**, except for the washer and dryer, for which she requested an additional two weeks. Based on this commitment, I confirmed I would proceed with payment of **CI\$950 (remaining deposit)** and **CI\$1,950 (October rent)** as per the lease agreement.

Events of 1 October 2025

5. On **1 October 2025**, I visited the premises again at **1:34 PM** and found the unit still not in a move-in condition. The Defendant was present inside with another person conducting repairs and painting.

6. During this visit, the Defendant stated that I could not provide either the washer and dryer or hot water in the apartment and further informed me that no other maintenance would be carried out, so accept the apartment in its current condition.
7. The Defendant also stated that if I refused to move in immediately, she would rent the unit to someone else and would not refund my security deposit.
8. Additionally, she verbally instructed me to "go to the police or judge and do whatever you want to do," refusing to refund the initial **CI\$1,000 security deposit** already paid.

Issue

9. The Defendant has failed to deliver the premises in a **habitable and move-in ready condition** as promised.
10. The Defendant has attempted to impose new and unreasonable conditions, demanding that I accept the property "as is" despite its deficiencies.
11. The Defendant has further refused to refund my initial **CI\$1,000 deposit**, effectively misrepresenting the rental arrangement and violating her obligations under the lease agreement.

Relief Sought

I respectfully request that the Court:

1. Order the Defendant to refund my **CI\$1,000 deposit** in full.
2. Recognize that the Defendant failed to deliver the premises in a habitable and move-in ready condition as per the agreement.
3. Grant any further relief the Court deems just and proper.



Jehanzeb Haider

Date: 2nd October 2025

S2025-0175

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Notice of Non-Move-In and Return of Keys

From Jehanzeb Haider <jehanzebhaider@hotmail.com>

Date Wed 10/1/2025 10:55 PM

To cleopatra hamann <cleolito@yahoo.com>

Dear Ms. Hamann,

This is to formally inform you that, following the misrepresentation and dishonesty surrounding the condition of the apartment, I have decided not to move into the property. You attempted to hand over the premises in a state that was not move-in ready, despite previous commitments, which I find to be misleading and unacceptable, details of which I have already mentioned in my previous email.

I currently have the keys that you handed to me. I attempted to return them to you directly, but unfortunately, you have blocked my communications and have not responded to my calls or messages. Due to this, I was left with no option but to request the assistance of the West Bay Police Department to facilitate the exchange. However, they also confirmed that you did not respond to their attempts to contact you.

For the avoidance of doubt, I am hereby notifying you that I will not be taking possession of or moving into your apartment. I am prepared to return the keys, and you may arrange a convenient time to collect them.

Please confirm how you would like to proceed with collecting the keys.

Best regards,
Jehanzeb Haider

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2025-10-02

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2025-10-02



Outlook

Formal Documentation of Handover Issues and Request for Immediate Resolution

From Jehanzeb Haider <jehanzebhaider@hotmail.com>**Date** Wed 10/1/2025 4:10 PM**To** cleopatra hamann <cleolito@yahoo.com>

10 attachments (6 MB)

WhatsApp Image 2025-10-01 at 2.57.58 PM.jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (8).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (7).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (6).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (5).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (4).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (3).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (2).jpeg; WhatsApp Image 2025-10-01 at 2.57.58 PM (1).jpeg; Whatsapp Conversation.png;

Dear Ms. Cleopatra,

I am writing to formally document the current situation regarding the premises you handed over to me on 30th September 2025 at approximately 6:30 PM. At that time, I retained two keys to the property, while you kept one key to have access to complete the repairs in the apartment.

During that visit, it was noted that several items were incomplete, under maintenance, or in need of repair. These were specifically:

1. Washer and dryer are not currently in the house, as they have been sent for repair.
2. Water heater is not functioning and requires replacement.
3. Kitchen cabinet interiors need repair, which you mentioned would be addressed by the plumber.
4. Water mixer in the upstairs shower cabin is broken and needs replacement.
5. Wardrobe cabinet door in the upstairs room requires fixing.
6. Dressing table drawer is broken and not holding in place properly.

You assured me during the handover that these items would be completed by tomorrow (except for the washer and dryer, which you requested two additional weeks for, and I had agreed). Based on that commitment, I also confirmed that I would be proceeding with the remaining security deposit payment of CI\$950 and the rent for October 2025 of CI\$1,950 directly into your account as per the lease agreement.

However, today, 1st October 2025, we had a conversation via call and through WhatsApp in which you said I cannot provide hot water, and at 1:34 PM, I visited the premises again, and the property was still not in a move-in condition. You were physically present inside the unit, along with another person, carrying out repairs and painting work. Furthermore, during this visit, you stated to me that I could "either have the washer and dryer or hot water in the apartment, also I will not do any other maintenance if you will not move today I have more persons to rent this place to them and I will not refund your security deposit," which is unethical and a direct misrepresentation compared to the commitments you made yesterday at the handover and also at the time of the showing of the apartment.

Additionally, you informed me that you would not be refunding my initial security deposit of CI\$1,000 and instructed me to "go to the police or judge so they can decide and do whatever you want to do."

S2025-0175

2025-10-02

effectively threatening me and refusing to honor your obligations. This is deeply concerning, as the property was promised to me in a ready-to-move-in condition on 1st October, and clearly, it is not.

At this point, it is clear that the commitments made to me have not been honored, and the property is being misrepresented. I therefore request an immediate refund of my CI\$1,000 deposit. If this matter is not resolved promptly and amicably, I will have no choice but to exercise my legal rights and report this matter to the relevant authorities as you have advised me earlier today.

Please arrange for the full refund to the following account without further delay:

Bank Details:

Jehanzeb Haider
10785010036053
KYD Savings
Scotia Bank

I sincerely hope that we can resolve this matter directly without escalation. However, if payment is not made by the end of today, I will proceed with filing a formal complaint.

Sincerely,
Jehanzeb Haider

RESIDENTIAL LEASE AGREEMENT

BETWEEN

CLEOPATRA HAMANN

P O BOX 30516 KY1-1202

CELL PHONE: 345 5174378

Email: CLEOLITO@YAHOO.COM

(hereinafter called ("the Landlord"))

AND

JEHANZEB HAIDER

CAYMAN, CAYMAN ISLANDS CELL

PHONE: 345 3263620

(hereinafter called (the "Tenant"))

THIS AGREEMENT made this October 1st between CLEOPATRA HAMANN (herein called the Landlord) at 2 bed apt Pleasant Palms and JEHANZEB HAIDER (hereinafter called as the Tenant).

Whereby it is agreed as that the Landlord agrees to rent the 2 BED apartment located at Pleasant Palms, Mount Pleasant, West Bay, Grand Cayman (hereinafter known as the Premises) together with the furniture, fixtures and appliances in good and fair condition.

TERM: The tenancy shall be for a period of (ONE) YEAR commencing on the 1st /October 2025 and ending on the END SEPTEMBER 2026

The Landlord agrees to lease to the Tenant the 2 BED apartment known as; Simion Crescent, Mount Pleasant, West Bay, Grand Cayman, Cayman Islands, known as (the "Premises")

for the use and occupancy by the Tenant strictly as a residential dwelling, together with the furniture and fixtures as out in the annexed and together with the right for the Tenant, their servants and guest in common with all others with the like right to pass and re-pass over the driveway, walkways, parking spaces and the Common Property of to the Premises.

1. MONTHLY RENT

1950 plus deposit 1950

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Landlord Initials: HH

Cleopatra

Tenant Initials: JD

JD

- a. MONTHLY RENT OF CI\$1950 (CAYMAN ISLANDS DOLLARS)
- b. **PAID ON THE FIRST (1ST) DAY OF EACH MONTH:** TO HOLD UNTO THE TENANT for the term every months commencing on the 1 **October 1st**, and the total rent for the term. The Tenant accept all conditions and policies set forth therein **this lease agreement** accepting said Clause 1 and all Terms, Clauses and Sub-clauses thereafter. **SEE APPENDIX 1 REGARDING MONTHLY DEPOSITS**
- c. The first month's rent of CI\$1950.00(CAYMAN ISLANDS DOLLARS)

2. SECURITY DEPOSIT TERMS

- a. A **Security Deposit** in the amount of **CI\$ 1950 (Cayman Islands Dollars)** is paid to the Landlord on 1ST October 2025. However, the Tenant agrees to **PAY** for any damage to the Landlord in the event of damage or loss resulting to the real property contained in said demised Premises. If the Tenant have failed to return the property in the same condition in which it was rented to them at the beginning of the term lease term. The Deposit which sum shall be held by the Landlord as security for the due performance by the Tenant of their obligation there under and subject to shall be repaid to the Tenant subject to final inspection **after the Tenant vacates the premises.**
- b. Subject to paragraph 3 the deposit shall be repaid by the Landlord less such sum as shall be equivalent to any loss suffered by the Landlord as a result of any non-observance or nonperformance by the Tenant of the lease agreement stated therein. It should be further understood that the security deposit shall be forfeited if the lease is terminated by the Tenant before the end of the aforesaid lease period. If through no fault of the **Tenant the Landlord seek to terminate the lease prior to the expiration date the Landlord will refund the security deposit,** subject to Clause 2 and its sub clauses. The Landlord is entitled to give one months' notice to the Tenant and terminate the lease agreement if the rules and conditions set out in this lease agreement is breached. Further the Landlord may give one month's notice to terminate this lease agreement within reason with the condition to return a full security deposit once the apartment is the same condition it was received and as set out in and bill water light full pay sub-clauses 3 and onwards

3. OCCUPANCY AND USE

- a. The Premises shall be used solely as a private dwelling for the Tenant and their immediate family; approved occupants and for no other persons except with written permission of the Landlord. The Tenant agrees not to use or permit the use of the Premises for unlawful or immoral purposes. The Tenant shall keep the Premises in neat and clean order, to remove waste from the Premises and to dispose of same only in accordance with all local laws, rules and regulations.
- b. In the event of an catastrophic event and the property is determined to be livable by the Landlord and the Tenant agrees to remain in the property, then the Tenant and the Landlord further agrees to have the property cleaned and sanitized in keeping with the full terms of this Clause. The Tenant agrees to keep the Premises clean, sanitary and in good order and the premises must be kept cleaned.

- c. The Tenant further agrees not to hamper, disturb or interfere with other Tenant or owners in the building, complex and neighborhood not to create or suffer any nuisances, such as loud music, obstruction with debris, vehicles and or any apparatus or any other form of unbearable disturbances to any other Tenant or surrounding neighbors in or around the Premises, directly affecting the fights of other and agrees to comply with all laws, ordinances, rules and regulations of the Landlord together with all directions or governmental authorities.
- d. Upon termination of this lease, the Tenant agree to surrender possession in good clean condition and repair as when received. This includes but not limited to all light bulbs, air condition fixtures being replaced or any fixtures and fittings replaced/repared as when the unit was received.
- e. The Tenant shall ensure that the Premises and its furnishings and appliances are maintained during the term of the lease such as keeping them clean and in good working order.
- f. Where the need for repairs is caused by misuse neglect by the Tenant, the Tenant shall pay the cost of the repairs or replace with the same or similar brand or one that has been agreed with the Landlord.
- g. Where the need for repairs is determined or caused by minimal normal wear and tear, the Landlord shall pay the cost of the repairs or to be replaced.
- h. The Tenant must notify the Landlord to report any repairs/maintenance issues with regards to the Premises with 24 hours or as soon as possible of the matter arising.

4. EQUIPMENT / APPLIANCES

- a. The Premises is furnished by the Landlord with standard furniture, fixtures and appliances among other mechanical installations as specified in the inventory proved by the Landlord, reviewed accepted and agreed by the Tenant which forms a part of this lease agreement.
- b. The Tenant agrees to use and maintain all such equipment, electrical and plumbing fixtures and all other equipment, furniture and furnishings with which Premises is furnished, in accordance with manufacturer's specifications and the regulations of the Landlord now or thereafter provided, and to be responsible for all repairs and any damages to the Premises brought about by misuse or neglect of such equipment, fixtures, fittings and furniture by the Tenant.
- c. All repairs to equipment furnished by the Landlord shall be made by persons or companies approved by the Landlord. Should the Tenant fail or refuse to make repairs after reasonable notice (of two weeks) from the Landlord, then the Landlord may cause same to be done and the cost thereof shall be invoiced to the Tenant and the Tenant agrees to pay the Landlord the invoiced summed immediately.
- d. Alternatively, the Tenant can make arrangements with the Landlord to pay the invoice for the repairs in no more than two (2) installments.

5. ALTERATIONS / ADDITIONS / IMPROVEMENTS

- a. The Tenant agrees not to make any alterations, additions, improvements or changes to the Premises' interior or exterior or the equipment fixtures fittings and furniture provided by the Landlord or to install any major appliances in the Premises without a written request to the Landlord and the Landlord must reply to the Tenant in writing whether granting permission or declining the said request.

6. SERVICES / UTILITIES

- a. *Water NOT INCLUDE*

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Landlord Initials: HH

Cleopatra

Tenant Initials: JD

JD

- b. *Electric* NOT INCLUDE
Landscaping is including on the rent ,STRATA

7. POSSESSION / DELAY IN TENDER OF POSSESSION

- a. Taking of possession of the Premises by the Tenant shall be conclusive evidence against the Tenant that the Tenant received the Premises in good condition, clean and all appliances, furniture, fixtures and fittings were in good working order and operational. Tenant accepts that if the premises have some unfinished issues then these can be addressed with the Landlord in writing prior to occupancy and both can make alternative arrangements agrees on a suitable timeframe for completion.
- b. If the Landlord is unable to give possession on the commencement date, rent shall abate until possession is given and the Tenant shall pay from the date of possession.
- c. The Tenant waives all damages by reason of the Landlord failure to give possession on the commencement date. Delay in tendering possession shall extend the termination date of this lease as and when required.

8. RELEASE OF LIABILITY

- a. If upon the termination of this lease or abandonment of the Premises by the Tenant and the Tenant abandon or leave any property in the Premises the Landlord shall have the right, without notice to the Tenant to dispose of the property at the Tenant cost and expense, without being liable in any respect to the Tenant. The Tenant further agrees to release the Landlord from any claims or damages to personal property or person.
- b. In the event of a burglary, act of nature, fire or casualty which causes the property to be inhabitable then the Tenant release the Landlord from any responsibility to acquire alternate accommodations for the Tenant.

9. SECURING OF PROPERTY

- a. The Tenant agrees to secure the property by locking all doors and windows when away for any period of time from the Property. For the avoidance of doubt should the property be burglarized during the Tenant occupancy and it is determined that the burglary resulted from unsecured windows or doors due the Tenant negligence then the Tenant are responsible to repair, clean and replace all missing, damage or stolen items, fixtures and fittings which forms part of the inventory at their own expense and this must be done immediately or as arrange with the Landlord.
- b. The Tenant cannot use any deposits held by the Landlord or withhold any rents due to the Landlord to use to replace, repair or clean the property arising from such matters.
- c. The Tenant must notify the Landlord and the Authorities at 911 (Emergency Number) immediately of an attempted burglary if the property has been burglarized or in the event of a major emergency. The Tenant further release the Landlord from any claim to personal property

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Landlord Initials: HH

Cleopatra

Tenant Initials: JD

J.H.

or personal injury resulting from a burglary or any criminal act which directly affects the Tenant or their property.

10. RIGHT OF ENTRY / SALE

- a. The Landlord shall have the right and the Tenant agrees to allow the Landlord to enter the Premises at times when are necessary to make needed repairs or inspections either previously arranged with the Tenant.
- b. In the event of an emergency (fire/casualty/act of nature) the Landlord will at this time enter the premises without giving notice to the Tenant.
- c. During the last thirty (30) days of the lease the Landlord has the right to show the apartment to perspective Tenant giving a minimum of one (1) days notice within a business week (Monday – Friday).
- d. The Landlord has the right and the Tenant agrees with the same to inspect the property every three (3) months giving a minimum of 24 hours' notice to the Tenant by the Landlord for the inspection to occur.
- e. The Landlord has the right and the Tenant agrees with the property is currently listed for sale and the Landlord has the right to show the property once 24 hours' notice is given to the Tenant. The Tenant understands that in the event the property is sold that the Landlord is allowed to issue a 2 months' notice to the Tenant. The Landlord will refund the security deposit to the Tenant. However; all conditions in Section 2 of this document applies.

11. FIRE ACTS OF NATURE & CASUALTY PERSONAL INSURANCE

- a. If the Premises is damaged by fire, flooding, acts of Nature, or other casualty, the Landlord may cause the damage to be repaired and the rent will be abated from such period of time as Premises remain untenable; however, if the Premises is destroyed that it is inadvisable to repair same, this lease shall cease and terminate, and rental shall be adjusted to the date when such fire, acts of nature ore casualty occurred.
- b. In the event of an act of nature and the Landlord and Tenant agrees that the property is inhabitable the Tenant will have to vacate the Premises and the Landlord will not be responsible to find further accommodations on behalf of the Tenant.
- c. Should the Tenant and the Landlord agrees that the property is habitable and the Tenant agrees to remain in the property after an act of nature therefore the Landlord will pay for cleaning of the property after any major acts of nature.
- d. The Tenant agrees to release the Landlord from any and all claims for loss, damage or inconvenience arising from such fire or acts of nature or casualty.
- e. The Tenant further releases the Landlord from any claims to personal property contents in the event of any fire, acts of nature or casualty.

12 DEFAULT

- a. If the Tenant fail to pay the rent or any other charge required to be paid by the Tenant or if the Tenant shall breach any of the terms of this lease or any rules attached thereto the Landlord any give the Tenant 24 (Twenty Four) hours to vacate the property if such default has not been cured immediately.

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Landlord Initials: HH

Cleopatra

Tenant Initials: JD

J.D.

- b. The Tenant agrees and approves the Landlord the right without any further notice to the Tenant to take possession by changing the locks and removing any property belonging to the Tenant.
- c. The Landlord shall not be required to return any part or portion of the security deposit but may retain all or any part or portion of the security deposit as liquidated damages or apply all or any part of portion of the security deposit against actual damages sustained by reason or the Tenant default.
- d. The retention of the security deposit shall not be the only remedy to which the Landlord is entitled but the Landlord shall have all recourse against the Tenant provided by this lease and by law and all remedies shall be cumulative and non-exclusive.

13. PARKING / GARBAGE / LAUNDRY / PATIOS & PORCHES / STORAGE

- a. Parking is provided in the parking lot at the side of the premises. No parking is allowed in the driveway to obstruct other neighbors.
- b. Garbage (refuse) must be disposed of in the property garbage containers proved on the outside of the Premises. Garbage (refuse) should not be left inside the apartment for any extended period in excess of 3 days minimum. Therefore the Tenant agrees to remove all garbage from the premises prior to leaving for vacation or anything of such nature or if the Tenant plan to be away from the premises for more than 3 days.
- c. The laundry is provided inside of the Premises, with a full washer and dryer. The Tenant accepts that absolutely no salty equipment/clothing shall be placed on the top of the washer and or dryer that will cause rusting. In addition, absolutely no gasoline, oil saturated clothing to be washed in the washer or dried in the dryer these items must be taken to an are Laundromat or hung ONLY on the clothes line provided in the rear of the Premises.
- d. Exterior from must be kept clear at all times. Lawn furniture, bikes BBQ's or any other unsightly apparatus. These must be stored at the rear of the apartment in the shed and not the lawns, sidewalks, between buildings or blocking driveways.
- e. The porch must be cleaned regularly and must not be used as storage of unsightly apparatus that takes away from the general clean and tide appearance of the property and or to harbor rodents or insects which would pose a threat to the Premises by the infestation of same. Bikes BBQ grills, outdoor furniture and diving gear are approved apparatus.

14. PETS /

- a. ABSOLUTLEY no pets are allowed in the Premises

15. QUIET ENJOYMENT

- a. In the event that the Tenant pays the rent as provided for therein and other wise performs all of the covenants and conditions to be performed by the Tenant and abides by all the rules and

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Landlord Initials: HH

Cleopatra

Tenant Initials: JD

J.H.

regulations set forth therein and referred to the Tenant shall have peaceful and quiet enjoyment of all the demised Premises of the term of the lease

16. TERMINATION / RENEWAL NOTICE

- a. The Tenant agrees to give the Landlord (30) days written notice to renew this lease agreements prior to the date of expiration as described in (c) below. The Landlord agrees to give the Tenant sixty (30) days written notice to renew the lease agreements prior to the date of expiration and complies with the terms of (b) below.
- b. Therefore if the Tenant are renewing then a new lease agreements it must be agreed upon and executed by the Tenant and the Landlord in writing no later than 30 days from the date of the current lease's expiration as detailed in Clause (c) below.
- c. This lease agreement will expire on SEPTEMBER 2026 at noon and the Tenant agrees to vacate the Premises accordingly at this time returning all keys including additional copies to the Landlord.

BY THE LANDLORD:



CLEOPATRA HAMANN

Dated: _October 1st 2025_____

AND

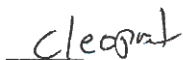
____JEHANZED HAIDER_____



Dated: _01/September /2025_____

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Landlord Initials: HH



Tenant Initials: JD



SCHEDULE

Rent Due: 1st of each month
Paid to: CLEOPATRA HAMANN
Monthly Rent: CI\$ 1950
Security Deposit: CI\$ 1950

Electrical: water .Deposit are not included only when you have to leave we hold for balance are not paid

Service Repairs & Maintenance: let owner to know

Late rent: Charged as per the lease fees and daily interest. 50.00

Monthly Rent Paid by: CI\$2,000.00 Cash/Bank Draft/Deposit into Landlord Account (account number available PLUS DEPOSIT

SCOTIABANK
ACCOUNT NUMBER; 10025777
TRANSIT NUMBER; 10785

NAME CLEOPATRA FORELLANA DE HAMANN

Signature

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Landlord Initials: HH

cleopatra

Tenant Initials: JD

JD



Reference number

T0370310

Transfer amount

\$1,000.00 KYD

To

Cleopatra Hamann

Savings - Scotiabank (5777)

From

Primary Savings Account (6053)

Message

Security deposit of 1000 for house

RESIDENTIAL LEASE AGREEMENT**BETWEEN****CLEOPATRA HAMANN**

P O BOX 30516 KY1-1202

CELL PHONE: +1(345) 517-4378

Email: CLEOLITO@YAHOO.COM

(hereinafter called ("the **Landlord**"))**AND****Jehanzeb Haider**

GRAND CAYMAN, CAYMAN ISLANDS

CELL PHONE: +1(345) 326-3620

(hereinafter called the "**Tenant**")

THIS AGREEMENT will take place from October 1st between **CLEOPATRA HAMANN** (herein called the Landlord) at **2-bed's apartment** located at **Unit 9, Simone Crescent, Pleasant Palms, West Bay, Grand Cayman, Cayman Islands, Block 4D, Parcel 454H9** and **JEHANZEB HAIDER** (hereinafter called the Tenant).

Whereby it is agreed that the Landlord agrees to rent the 2 BED apartment starting from 1st October 2025, located at Unit 9, Simone Crescent, Pleasant Palms, West Bay, Grand Cayman, Cayman Islands, Block 4D, Parcel 454H9 (hereinafter known as the Premises) together with the furniture, fixtures, and appliances in good and fair condition.

TERM: The tenancy shall be for a period of (ONE) YEAR commencing on the 1st of October 2025 and ending on the 30th of September 2026

The Landlord agrees to lease to the Tenant the 2 BED apartment known as Simion Crescent, Mount Pleasant, West Bay, Grand Cayman, Cayman Islands, known as (the "**Premises**")

for the use and occupancy by the Tenant strictly as a residential dwelling, together with the furniture and fixtures as outlined in the annexed, and together with the right for the Tenant, their servants and guests in common with all others with the like right to pass and re-pass over the driveway, walkways, parking spaces and the Common Property of the Premises.

1. MONTHLY RENT

1950 plus deposit 1950

a. MONTHLY RENT OF CI\$1950 (CAYMAN ISLANDS DOLLARS)

b. **PAID ON THE FIRST (1ST) DAY OF EACH MONTH:** TO HOLD UNTO THE TENANT for the term every month commencing on the **1st of October**, and the total rent for the term. The Tenant accepts all conditions and policies set forth herein, including this lease agreement, which accepts Clause 1 and all Terms, Clauses, and Sub-clauses thereafter. **SEE APPENDIX 1 REGARDING MONTHLY DEPOSITS**

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Landlord Initials: HH



Tenant Initials: JD



- c. The first month's rent of CI\$1950 (CAYMAN ISLANDS DOLLARS)

2. SECURITY DEPOSIT TERMS

- a. **A Security Deposit of CI\$1950 (Cayman Islands Dollars)** is paid to the Landlord on 1st October 2025. However, the Tenant agrees to pay for any damage to the Landlord in the event of damage or loss resulting from the real property contained in the demised Premises. If the Tenant has failed to return the property in the same condition in which it was rented to them at the beginning of the lease term. The Deposit shall be held by the Landlord as security for the due performance by the Tenant of their obligation thereunder and shall be repaid to the Tenant, subject to final inspection **after the Tenant vacates the premises.**
- b. Subject to paragraph 3, the deposit shall be repaid by the Landlord less such sum as shall be equivalent to any loss suffered by the Landlord because of any non-observance or nonperformance by the Tenant of the lease agreement stated therein. It should be further understood that the security deposit shall be forfeited if the lease is terminated by the Tenant before the end of the aforesaid lease period. If, through no fault of the **Tenant, the Landlord seeks to terminate the lease before the expiration date, the Landlord will refund the security deposit**, subject to Clause 2 and its subclauses. The Landlord is entitled to give one month's notice to the Tenant and terminate the lease agreement if the rules and conditions set out in this lease agreement are breached. Further, the Landlord may give one month's notice to terminate this lease agreement within reason, with the condition to return a full security deposit once the apartment is in the same condition it was received and as set out in the bill, water, light, full pay sub-clauses 3 and onwards

3. OCCUPANCY AND USE

- a. The Premises shall be used solely as a private dwelling for the Tenant and their immediate family, approved occupants, and for no other persons except with the written permission of the Landlord. The Tenant agrees not to use or permit the use of the Premises for unlawful or immoral purposes. The Tenant shall keep the Premises in neat and clean order, to remove waste from the Premises and to dispose of the same only in accordance with all local laws, rules, and regulations.
- b. In the event of a catastrophic event and the property is determined to be livable by the Landlord and the Tenant agrees to remain in the property, then the Tenant and the Landlord further agree to have the property cleaned and sanitized in keeping with the full terms of this Clause. The Tenant agrees to keep the Premises clean, sanitary, and in good order, and the premises must be kept clean.
- c. The Tenant further agrees not to hamper, disturb or interfere with other Tenant or owners in the building, complex and neighborhood not to create or suffer any nuisances, such as loud music, obstruction with debris, vehicles and or any apparatus or any other form of unbearable disturbances to any other Tenant or surrounding neighbors in or around the Premises, directly affecting the rights of other and agrees to comply with all laws, ordinances, rules and regulations of the Landlord together with all directions or governmental authorities.
- d. Upon termination of this lease, the Tenant agrees to surrender possession in good, clean condition and repair as when received. This includes, but is not limited to, all light bulbs, air conditioning fixtures being replaced, or any fixtures and fittings replaced/repared as when the unit was received.
- e. The Tenant shall ensure that the Premises and its furnishings and appliances are maintained during the term of the lease, such as keeping them clean and in good working order.
- f. Where the need for repairs is caused by misuse or neglect by the Tenant, the Tenant shall pay the cost of the repairs or replace them with the same or similar brand or one that has been agreed with the Landlord.

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Landlord Initials: HH



Tenant Initials: JD



- g. Where the need for repairs is determined or caused by minimal normal wear and tear, the Landlord shall pay the cost of the repairs or replacement.
- h. The Tenant must notify the Landlord of any repairs/maintenance issues concerning the Premises within 24 hours or as soon as possible of the matter arising.

4. EQUIPMENT / APPLIANCES

- a. The Premises are furnished by the Landlord with standard furniture, fixtures, and appliances, among other mechanical installations as specified in the inventory provided by the Landlord, reviewed, accepted, and agreed by the Tenant, which forms a part of this lease agreement.
- b. The Tenant agrees to use and maintain all such equipment, electrical and plumbing fixtures and all other equipment, furniture and furnishings with which Premises is furnished, in accordance with manufacturer's specifications and the regulations of the Landlord now or thereafter provided, and to be responsible for all repairs and any damages to the Premises brought about by misuse or neglect of such equipment, fixtures, fittings and furniture by the Tenant.
- c. All repairs to equipment furnished by the Landlord shall be made by persons or companies approved by the Landlord. Should the Tenant fail or refuse to make repairs after reasonable notice (of two weeks) from the Landlord, then the Landlord may cause the same to be done and The cost thereof shall be invoiced to the Tenant, and the Tenant agrees to pay the Landlord the invoiced sum immediately.
- d. Alternatively, the Tenant can decide with the Landlord to pay the invoice for the repairs in no more than two (2) installments.

5. ALTERATIONS / ADDITIONS / IMPROVEMENTS

- a. The Tenant agrees not to make any alterations, additions, improvements, or changes to the Premises' interior or exterior or the equipment, fixtures, fittings and furniture provided by the Landlord or to install any major appliances in the Premises without a written request to the Landlord, and the Landlord must reply to the Tenant in writing, whether granting permission or declining the said request.

6. SERVICES / UTILITIES

- a. **WATER NOT INCLUDE**
- b. **ELECTRIC NOT INCLUDE**
Landscaping is included in the rent, STRATA.

7. POSSESSION / DELAY IN TENDER OF POSSESSION

- a. Taking of possession of the Premises by the Tenant shall be conclusive evidence against the Tenant that the Tenant received the Premises in good condition, clean, and all appliances, furniture, fixtures, and fittings were in good working order and operational. Tenant accepts that if the premises have some unfinished issues, then these can be addressed with the Landlord in writing before occupancy, and both can make alternative arrangements to agree on a suitable timeframe for completion.
- b. If the Landlord is unable to give possession on the commencement date, rent shall abate until possession is given, and the Tenant shall pay from the date of possession.



- c. The Tenant waives all damages because of the Landlord's failure to give possession on the commencement date. Delay in tendering possession shall extend the termination date of this lease as and when required.

8. RELEASE OF LIABILITY

- a. If upon the termination of this lease or abandonment of the Premises by the Tenant and the Tenant abandons or leaves any property in the Premises, the Landlord shall have the right, without notice to the Tenant, to dispose of the property at the Tenant's cost and expense, without being liable in any respect to the Tenant. The Tenant further agrees to release the Landlord from any claims or damages to personal property or person.
- b. In the event of a burglary, act of nature, fire, or casualty which causes the property to be uninhabitable, then the Tenant releases the Landlord from any responsibility to acquire alternate accommodations for the Tenant.

9. SECURING PROPERTY

- a. The Tenant agrees to secure the property by locking all doors and windows when away for any period. For the avoidance of doubt should the property be burglarized during the Tenant occupancy and it is determined that the burglary resulted from unsecured windows or doors due the Tenant negligence then the Tenant are responsible to repair, clean and replace all missing, damage or stolen items, fixtures and fittings which forms part of the inventory at their own expense and this must be done immediately or as arrange with the Landlord.
- b. The Tenant cannot use any deposits held by the Landlord or withhold any rents due to the Landlord to use to replace, repair, or clean the property arising from such matters.
- c. The Tenant must notify the Landlord and the Authorities at 911 (Emergency Number) immediately of an attempted burglary if the property has been burglarized or in the event of a major emergency. The Tenant further releases the Landlord from any claim to personal property or personal injury resulting from a burglary or any criminal act which directly affects the Tenant or their property.

10. RIGHT OF ENTRY / SALE

- a. The Landlord shall have the right, and the Tenant agrees to allow the Landlord to enter the Premises at necessary times to make needed repairs or inspections, previously arranged with the Tenant.
- b. In the event of an emergency (fire/casualty/act of nature), the Landlord will at this time enter the premises without giving notice to the Tenant.
- c. During the last thirty (30) days of the lease, the Landlord has the right to show the apartment to a prospective Tenant, giving a minimum of one (1) days' notice within a business week (Monday – Friday).
- d. The Landlord has the right, and the Tenant agrees with the same, to inspect the property every three (3) months, giving a minimum of 24 hours' notice to the Tenant by the Landlord for the inspection to occur.
- e. The Landlord has the right, and the Tenant agrees that the property is currently listed for sale, and the Landlord has the right to show the property once 24 hours' notice is given to the Tenant. The Tenant understands that in the event the property is sold, the Landlord is allowed to issue a 2-month notice to the Tenant. The Landlord will refund the security deposit to the Tenant. However, all conditions in Section 2 of this document apply.



11. FIRE ACTS OF NATURE & CASUALTY PERSONAL INSURANCE

- a. If the Premises is damaged by fire, flooding, acts of Nature, or other casualty, the Landlord may cause the damage to be repaired and the rent will be abated from such period of time as Premises remain untenable; however, if the Premises is destroyed that it is inadvisable to repair same, this lease shall cease and terminate, and rental shall be adjusted to the date when such fire, acts of nature ore casualty occurred.
- b. In the event of an act of nature and the Landlord and Tenant agree that the property is uninhabitable, the Tenant will have to vacate the Premises, and the Landlord will not be responsible for finding further accommodations on behalf of the Tenant.
- c. Should the Tenant and the Landlord agree that the property is habitable, and the Tenant agrees to remain in the property after an act of nature, then the Landlord will pay for cleaning of the property after any major acts of nature.
- d. The Tenant agrees to release the Landlord from any claims for loss, damage, or inconvenience arising from such fire or acts of nature or casualty.
- e. The Tenant further releases the Landlord from any claims to personal property contents in the event of any fire, acts of nature, or casualty.

12. DEFAULTS

- a. If the Tenant fails to pay the rent or any other charge required to be paid by the Tenant or if the Tenant shall breach any of the terms of this lease or any rules attached thereto, the Landlord may give the Tenant 24 (Twenty-Four) hours to vacate the property if such default has not been cured immediately.
- b. The Tenant agrees and approves that the Landlord has the right, without any further notice to the Tenant, to take possession by changing the locks and removing any property belonging to the Tenant.
- c. The Landlord shall not be required to return any part or portion of the security deposit but may retain all or any part or portion of the security deposit as liquidated damages or apply all or any part or portion of the security deposit against actual damages sustained by reason of the Tenant's default.
- d. The retention of the security deposit shall not be the only remedy to which the Landlord is entitled, but the Landlord shall have all recourse against the Tenant provided by this lease and by law, and all remedies shall be cumulative and non-exclusive.

13. PARKING / GARBAGE / LAUNDRY / PATIOS & PORCHES / STORAGE

- a. Parking is provided in the parking lot at the side of the premises. No parking is allowed in the driveway to obstruct other neighbors.
- b. Garbage (refuse) must be disposed of in the property garbage containers provided on the outside of the Premises. Garbage (refuse) should not be left inside the apartment for an extended period, more than 3 days minimum. Therefore, the Tenant agrees to remove all garbage from the premises before leaving for vacation or anything of such nature or if the Tenant plans to be away from the premises for more than 3 days.
- c. The Laundry is provided inside the Premises, with a full washer and dryer. The Tenant accepts that absolutely no salty equipment/clothing shall be placed on the top of the washer and or dryer that will cause rusting. In addition, there is absolutely no gasoline, oil-saturated clothing to be washed in the washer or dried in the dryer; these items must be taken to an area Laundromat or hung ONLY on the clothesline provided in the rear of the Premises.

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Landlord Initials: HH



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- d. The exterior must always be kept clear. Lawn furniture, bikes, BBQ, or any other unsightly apparatus. These must be stored at the rear of the apartment in the shed and not on the lawns, sidewalks, between buildings, or blocking driveways.
- e. The porch must be cleaned regularly and must not be used as a storage of unsightly apparatus that takes away from the general clean and tidy appearance of the property, and or to harbor rodents or insects which would pose a threat to the Premises by the infestation of same. Bikes, BBQ grills, outdoor furniture, and diving gear are approved apparatus.

14. PETS /

- a. ABSOLUTELY no pets are allowed in the Premises.

15. QUIET ENJOYMENT

- a. If the Tenant pays the rent as provided for therein and otherwise performs all of the covenants and conditions to be performed by the Tenant and abides by all the rules and regulations set forth therein and referred to, the Tenant shall have peaceful and quiet enjoyment of all the demised Premises for the term of the lease

16. TERMINATION / RENEWAL NOTICE

- a. The Tenant agrees to give the Landlord (30) days' written notice to renew this lease agreement before the date of expiration as described in (c) below. The Landlord agrees to give the Tenant sixty (30) days' written notice to renew the lease agreement before the date of expiration and complies with the terms of (b) below.
- b. Therefore, if the Tenant is renewing, then a new lease agreement must be agreed upon and executed by the Tenant and the Landlord in writing no later than 30 days from the date of the current lease's expiration as detailed in Clause (c) below.
- c. This lease agreement will expire on SEPTEMBER 2026 at noon, and the Tenant agrees to vacate the Premises accordingly at this time, returning all keys, including additional copies, to the Landlord.

BY THE LANDLORD:
CLEOPATRA HAMANNDated: September 29th, 2025**AND**
Jehanzeb HaiderDated: September 29th, 2025

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Landlord Initials: HH Tenant Initials: JD 

SCHEDULE

Rent Due: 1st of each month
Paid to: CLEOPATRA HAMANN
Monthly Rent: CI\$1950
Security Deposit: CI\$1950

Electrical: water. Deposits are not included; only when you must leave, we hold the balance that is not paid.

Service Repairs & Maintenance: let the owner know

Late rent: Charged as per the lease fees and daily interest. 50.00

Monthly Rent Paid by: CI\$1950.00 Cash/Bank Draft/Deposit into Landlord Account (account number available
PLUS DEPOSIT

SCOTIABANK
ACCOUNT NUMBER: 10025777
TRANSIT NUMBER: 10785

NAME CLEOPATRA F ORELLANA DE HAMANN


Cleopatra Hamann

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Landlord Initials: HH _____

Tenant Initials: JD 

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC _____ of 2025

BETWEEN:

Jehanzeb Haider

PLAINTIFF

AND:

Cleopatra Hamann

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

☐

Yes

☐

....No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

☐

Yes

☐

No

4 If you do not intend to contest the action in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly._____
Defendant's Signature

Dated this _____ day of _____, 2025

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs, the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER: This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt. Otherwise, a default judgment may be entered against you.