

5.4 Should any part (but not the major part) of the **LEASED PREMISES**, as determined by an Architect nominated jointly by the **LESSOR** and the **LESSEE**, and failing agreement between the **LESSOR** and the **LESSEE** as to the nomination of the Architect, by the President for the time being of the Institute of Estate Agents (Gauteng Branch) who shall act as an expert and not as arbitrator, be destroyed or damaged by any cause whatsoever;

5.4.1 this lease shall not be cancelled;

5.4.2 the rental payable by the **LESSEE** shall be reduced pro rata as determined by an Architect nominated jointly by the **LESSOR** and the **LESSEE** and failing agreement between the **LESSOR** and the **LESSEE** as to the nomination of the Architect, by the President for the time being of the Institute of Estate Agents (Gauteng Branch), who shall act as an expert and not as an arbitrator, and to the extent to which it is deprived of the beneficial occupation of part of the **LEASED PREMISES**, and

5.4.3 the provisions of clause 5.3.1 shall apply mutatis mutandis.

6. **BREACH OF LEASE**

Should the **LESSEE** :-

6.1.1 fail to pay any amount due by the **LESSEE** in terms of this lease

on due date thereof and persists in such failure for 7 (SEVEN) days after receipt of written notice calling upon him to effect payment, or

6.1.2 commit any other breach of any term of condition of this lease and fail to remedy that breach within a period of 14 (FOURTEEN) days after the giving of written notice to the effect to him by the **LESSOR**, or

6.1.3 convene a meeting of his shareholders to consider the passing of a resolution to place him in voluntary winding up, or

6.1.4 should any such resolution be passed, or

6.1.5 should any order (provisional or final) for the winding up of the **LESSEE** or to place him under judicial management be made, or

6.1.6 suffer judgment to be entered against him and fail within 21 (TWENTY ONE) days after such entry of judgment to satisfy or rescind the same, then and in such event the **LESSOR** shall be entitled to cancel this lease forthwith without prejudice to any other claim of any nature whatsoever which they may have against the **LESSEE** as a result thereof.

6.2 Should :-

6.2.1 the **LESSOR** cancel this lease, and

6.2.2| the **LESSEE** dispute the **LESSOR'S** right to do so|and remain in|
occupation of the **LEASED PREMISES** pending the determination
of that dispute, then:

6.2.2.1| the **LESSEE** shall continue to pay all amounts due|
to the **LESSOR** in terms of this lease|on the due|
dates of the|same;|

6.2.2.2 the **LESSOR** shall be entitled to recover and accept
those|payments;

6.2.2.3 the|acceptance by the **LESSOR** of those payment
shall be without prejudice to and shall not in any
manner whatsoever affect the **LESSOR'S** claim to
cancellation of this lease or of any other claim
whatsoever.

6.3 Should any such dispute between the **LESSOR** and the **LESSEE** be
determined in|favour of the **LESSOR**, then the payments made to the
LESSOR in terms of clause 6.2 shall be regarded as amounts paid by the
LESSEE on account of the loss sustained by the **LESSOR** as a result of
the holding over by the **LESSEE** of the **LEASED PREMISES**.

7. COMMON AREAS

7.1 The **LESSEE** shall have the right of reasonable use of the yard, toilets and other conveniences and facilities provided by the **LESSOR** in respect of the property outside the **LEASED PREMISES**, having regard to the rights of the other tenants of the property.

7.2 The **LESSEE** undertakes to :-

7.2.1 keep the foregoing conveniences and facilities in a clean and hygienic condition in co-operation with the other tenants of the property; and

7.2.2 procure that his employees will use such toilets, spaces, conveniences and facilities that may be allocated from time to time in respect of the employees or tenants generally of the property, or in respect of a particular category of those employees.

8. GENERAL

8.1 No relaxation which the **LESSOR** may give at any time whatsoever in regard to the carrying out of any of the **LESSEE'S** obligations in terms of this lease: -

8.1.1 shall prejudice any of the **LESSOR'S** rights under this lease in any manner whatsoever;

- 8.1.2 shall be regarded as a waiver or novation of any of the **LESSOR'S** rights in terms of this lease.
- 8.2 The terms and conditions of this agreement shall not be capable of any variation, cancellation, alteration, waiver or suspension unless such variation, cancellation, alteration, waiver or suspension be contained in writing and signed by both parties hereto.
- 8.3 The **LESSEE** acknowledges that :-
- 8.3.1 this document sets out his entire agreement with the **LESSOR**, and
- 8.3.2 neither the **LESSOR**, their servants nor agents have given any warranties or made any statements or representations of any nature whatsoever which are not recorded in this lease, and the **LESSEE** acknowledges that he has not been induced to enter into this agreement by reason of any representations or warranty given or made by the **LESSOR**, either agent or servants save insofar as such representation or warranty is recorded in this agreement.
- 8.4 All words in this agreement importing: -
- 8.4.1 the singular, shall include the plural and vice versa;
- 8.4.2 any one gender, shall include each of the other genders.



9. ALTERATIONS TO LEASED PREMISES

9.1 Subject to clause 3.13 and to the **LESSEE** obtaining written permission from the competent authority, should the **LESSEE** require the electrical equipment on the property to be altered in any way by reason of his activities on the **LEASED PREMISES**, the **LESSEE** may do so provided that:-

9.1.1 all such alterations, including the supply of cables or other electrical installations shall be borne and paid by the **LESSEE**;

9.1.2 the **LESSEE** does not disturb the beneficial occupation of the other tenants on the property.

10. NOTICES

If delivered by hand or/and by email, be deemed to have been received on the date of delivery.

11. COSTS

The costs of and incidental to the drawing of this agreement shall be borne and paid by the **LESSEE** to Kokkoris Attorneys upon signing of this lease.

SURETYSHIP

I, the undersigned,

SYDNEY SIFISO MOTHA

Identity No: 851228 5294 084

do hereby bind myself in favour of

KREBESS INVESTMENTS (PTY) LTD

(the "LESSOR")

as/surety for and co-principal debtor *In solidum* with -

BEYOND VISION HOLDINGS (PTY) LTD

(the "LESSEE")

for the due and punctual performance by the **LESSEE** of all its obligations, present and future, to the **LESSOR** in terms of and arising from the lease agreement to which agreement this suretyship is attached, renouncing the benefits of "excussion", "division" and "cession of action" and acknowledging that no leniency or indulgence or release of any surety will in any way affect to the **LESSOR** in terms of this suretyship.

I hereby choose *domicilium citandi et executandi* for all purposes in terms of this suretyship at:

6925 Khudu Street
Orlando West
Soweto
1802

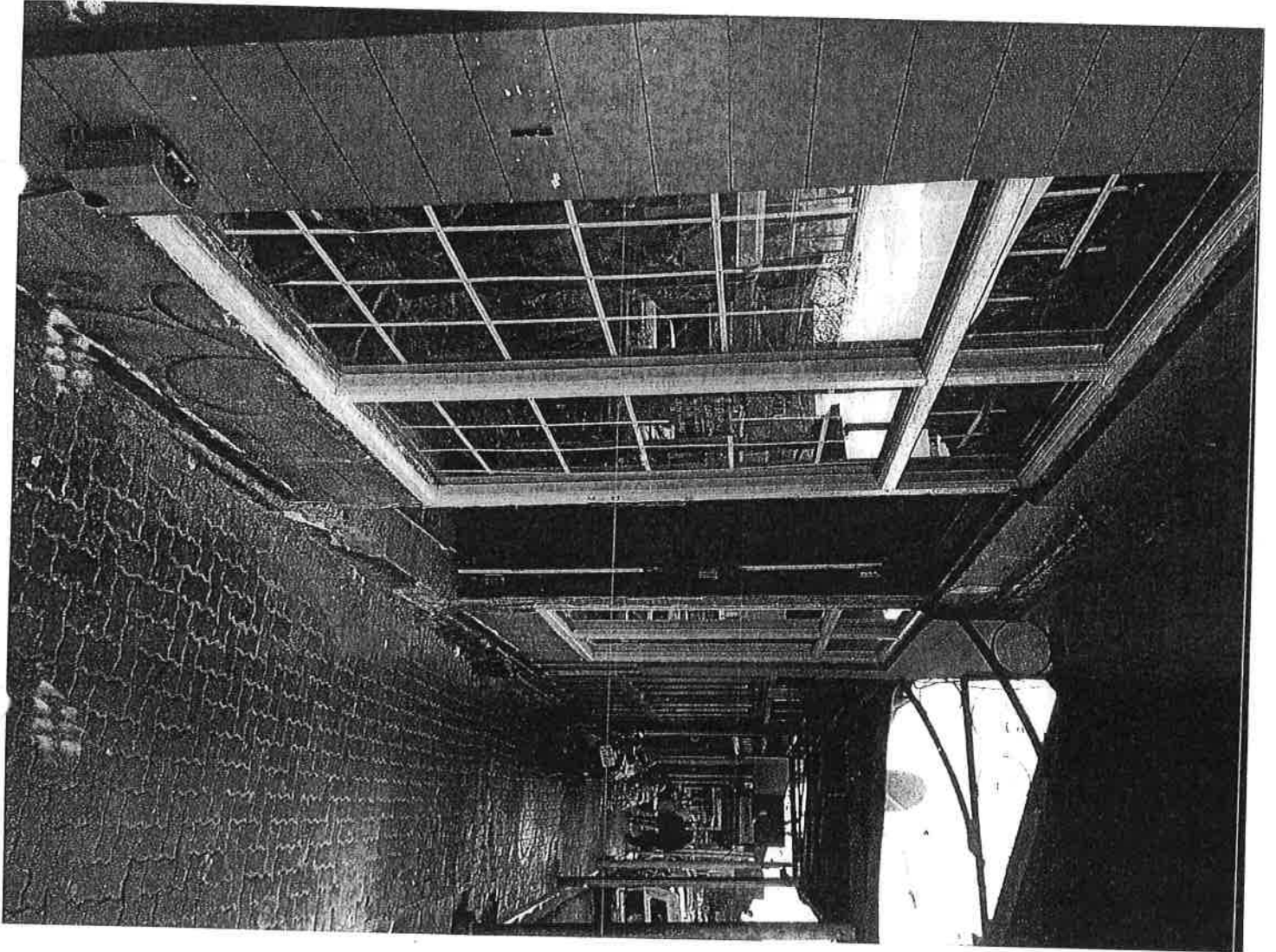
Thus done and signed at **JOHANNESBURG** on this the _____ day of _____ 2017

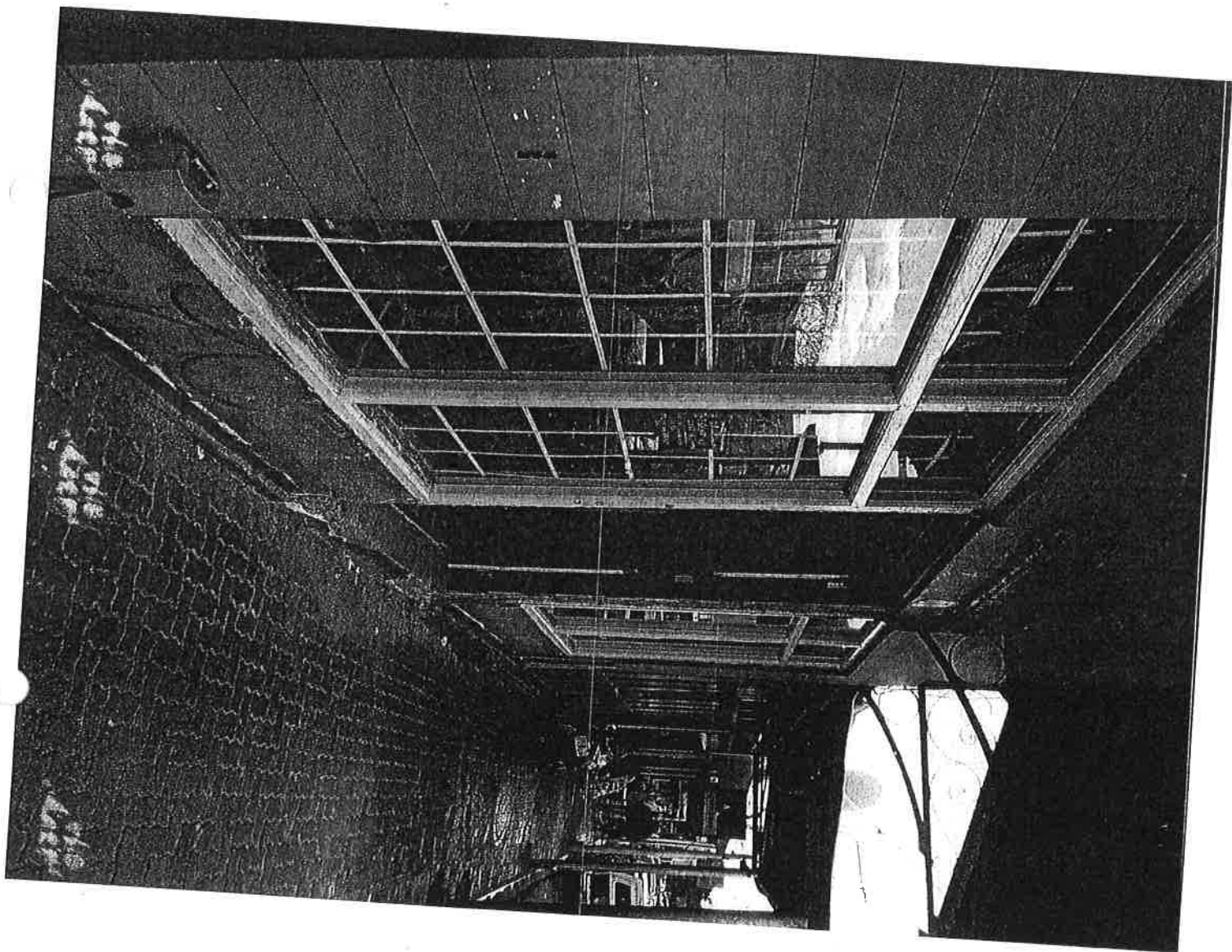
AS WITNESSES:

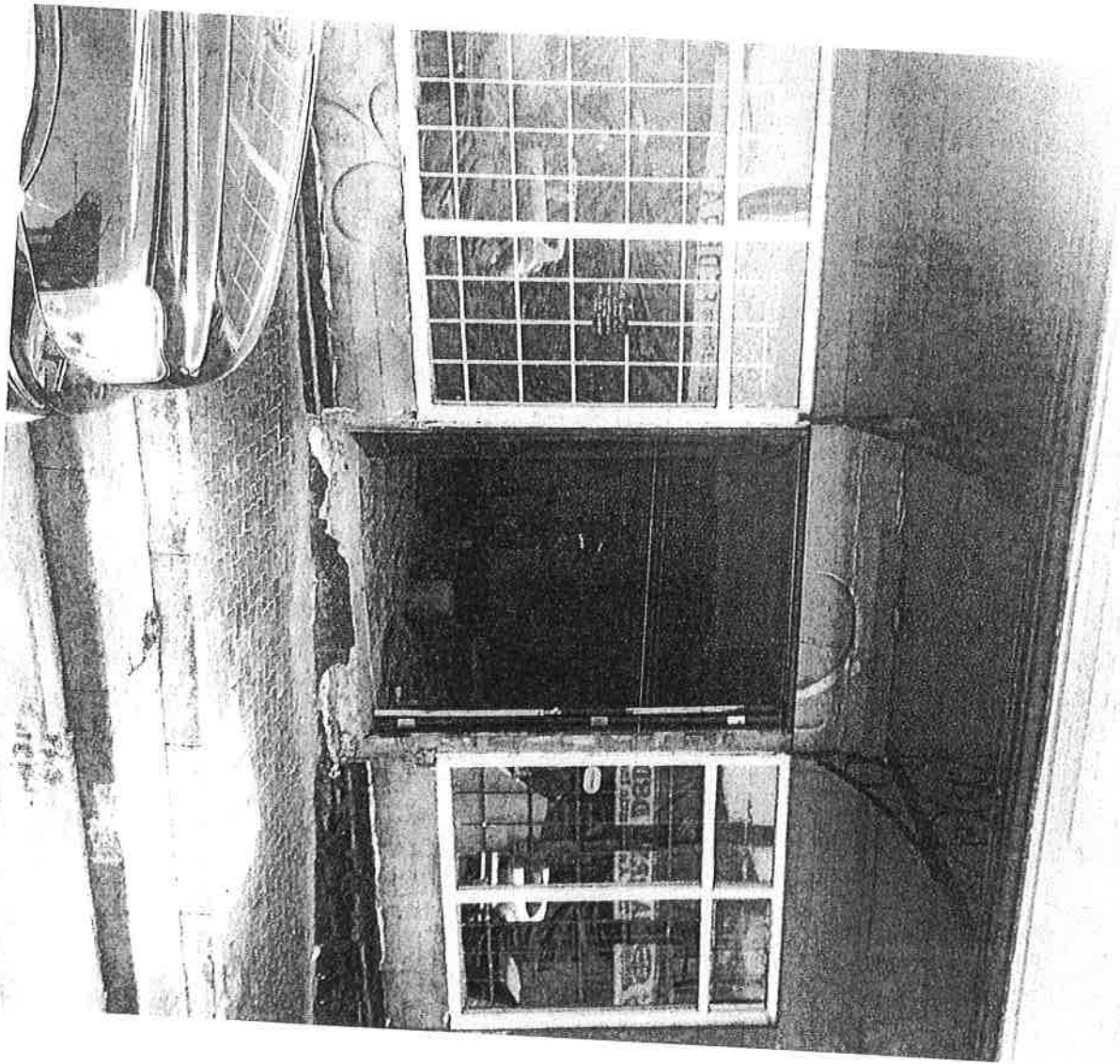
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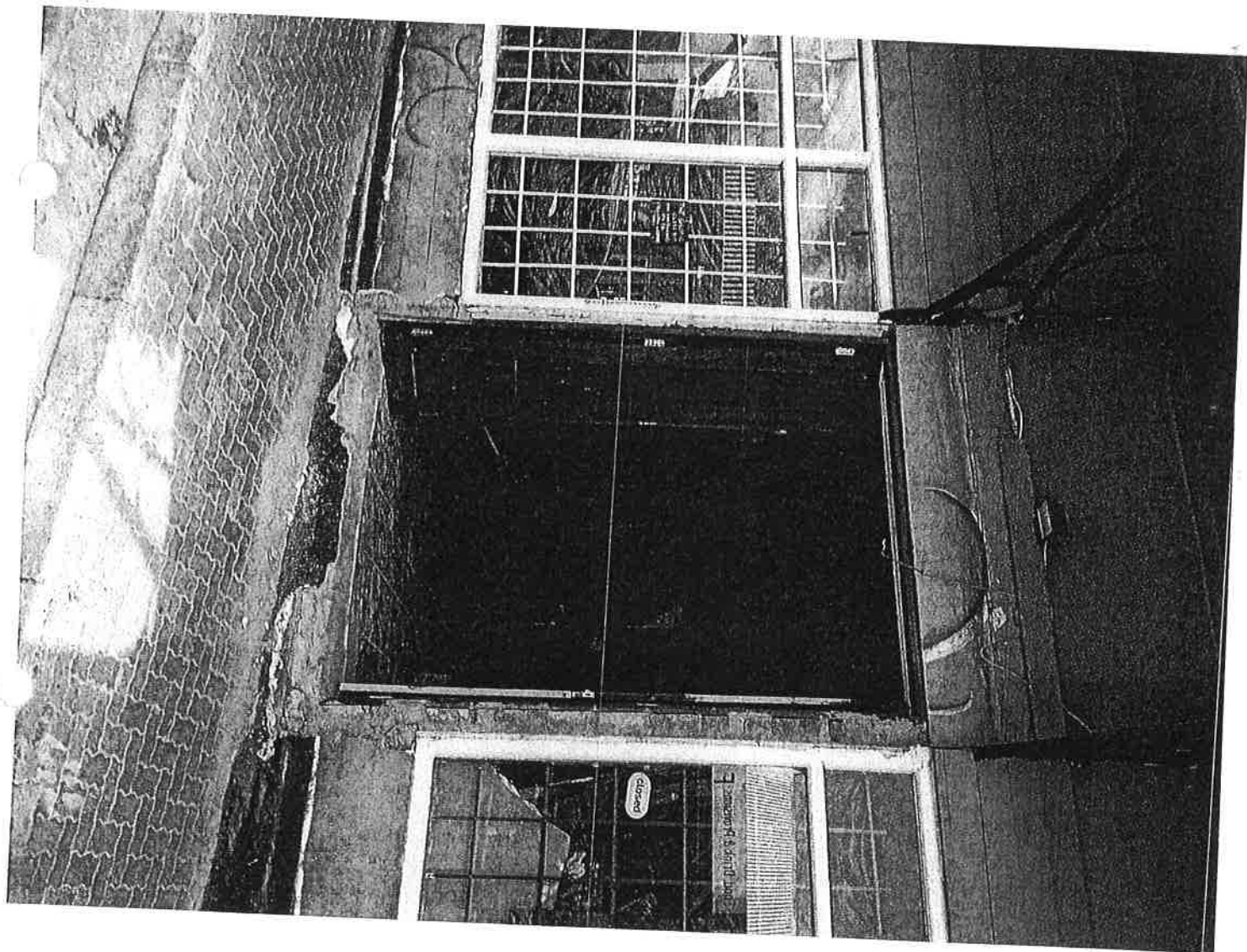
2. _____

SYDNEY SIFISO MOTHA

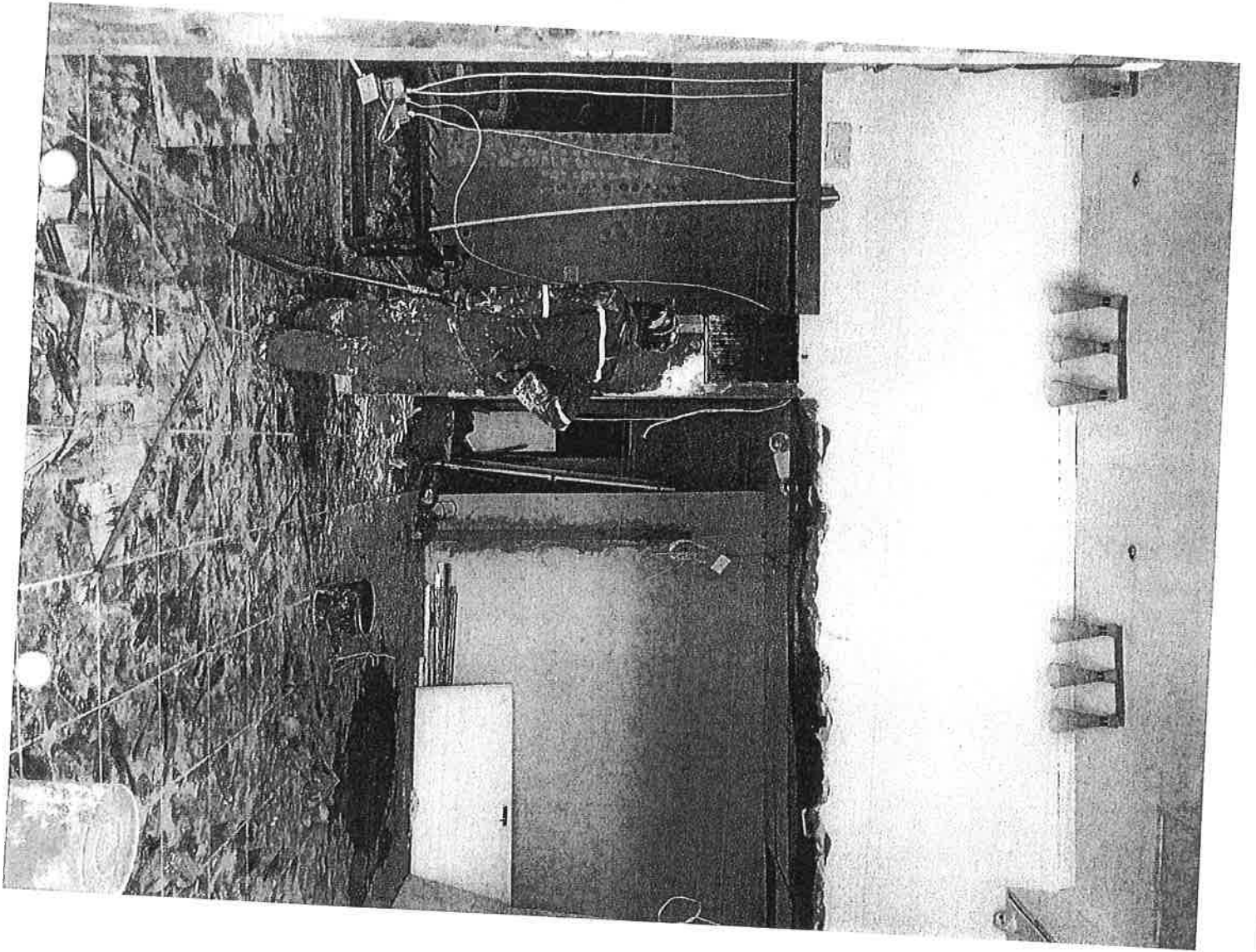


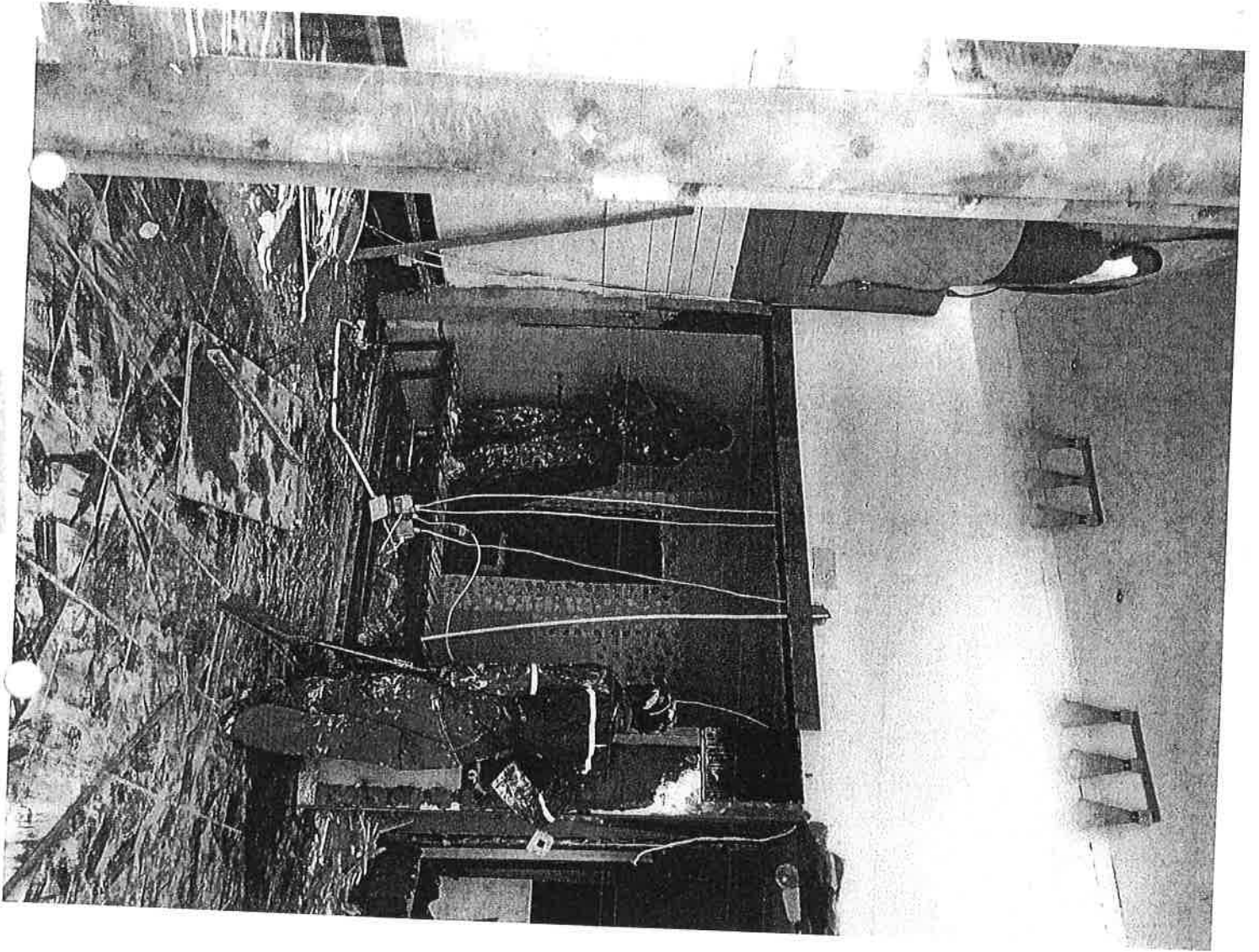












WINE & SPIRIT VAULT
7TH STREET
SHOP NO 57
MELVILLE
2000

COCKTAIL MENU

CHAMPAGNE BASED

KIR ROYAL
FRENCH 75
BELLINNI
ROSINNI
POINSENTTIA
BUCKSFIZZ

WINE BASED

SANGRIA - WHITE WINE OR RED WINE

VODKA BASED

COSMOPOLITAN
BLOOD MARY
BLACK POISON

PLATTERS FOR SHARING

VEGITARIAN PLATTERS

COLD MEAT PLATTER

CHEESE PLATTERS

MEAT AND CHEESE PLATTERS

WRAP PLATTER

SPIRIT & WINE VAULT MENU

STARTERS

DEEP FRIED SQUID & COURGETTE SEAFOOD MAYONNAISE
DEEP FRIED BRIE SERVED ON A BED OF ROCKET WITH JAM
MINI BURGERS
STICKY WINGS
CHICKEN LIVERS ON TOAST
CHEESE BRUSCHETTA
BRUSCHETTA

SALADS

ROCKET & PARMESAN SALAD
CHICKEN SALAD
BEEF SALAD WITH CHERRY TOMATO'S
GREEK SALAD

SIDES

SPINACH WITH SMOKED CHEESE
GREEN BEANS WITH GARLIC FLAKES
SPICY CHICKEN LIVERS
ROASTED PEPPERS WITH FETA

WHISKEY

JAMESON

JOHNNY WALKER BLACK

JOHNNY WALKER BLUE

J&B

BUSHMILLS

MALT WHISKEY

GLEMORANGIE

TALISKER

OBAN

GLENLIVET

BOWMORE

BRANDY

HENESSEY

HENNESSY XO

COUVOUSIER

COUVOUSIER XO

MULE

GIN BASED

MINT JULEP

NEGRONI

GIN FIZZ

BEE'S KNEES

APRICOT PASSION

RUM BASED

MOJITO

DAIQUIRI-STRAWBERRY

LONG ISLAND ICE T

DARK AND STORMY

MARTINI'S

BREAKFAST MARTINI

PORNSTAR MARTINI

PASSION FRUIT MARTINI

GIN MARTINI

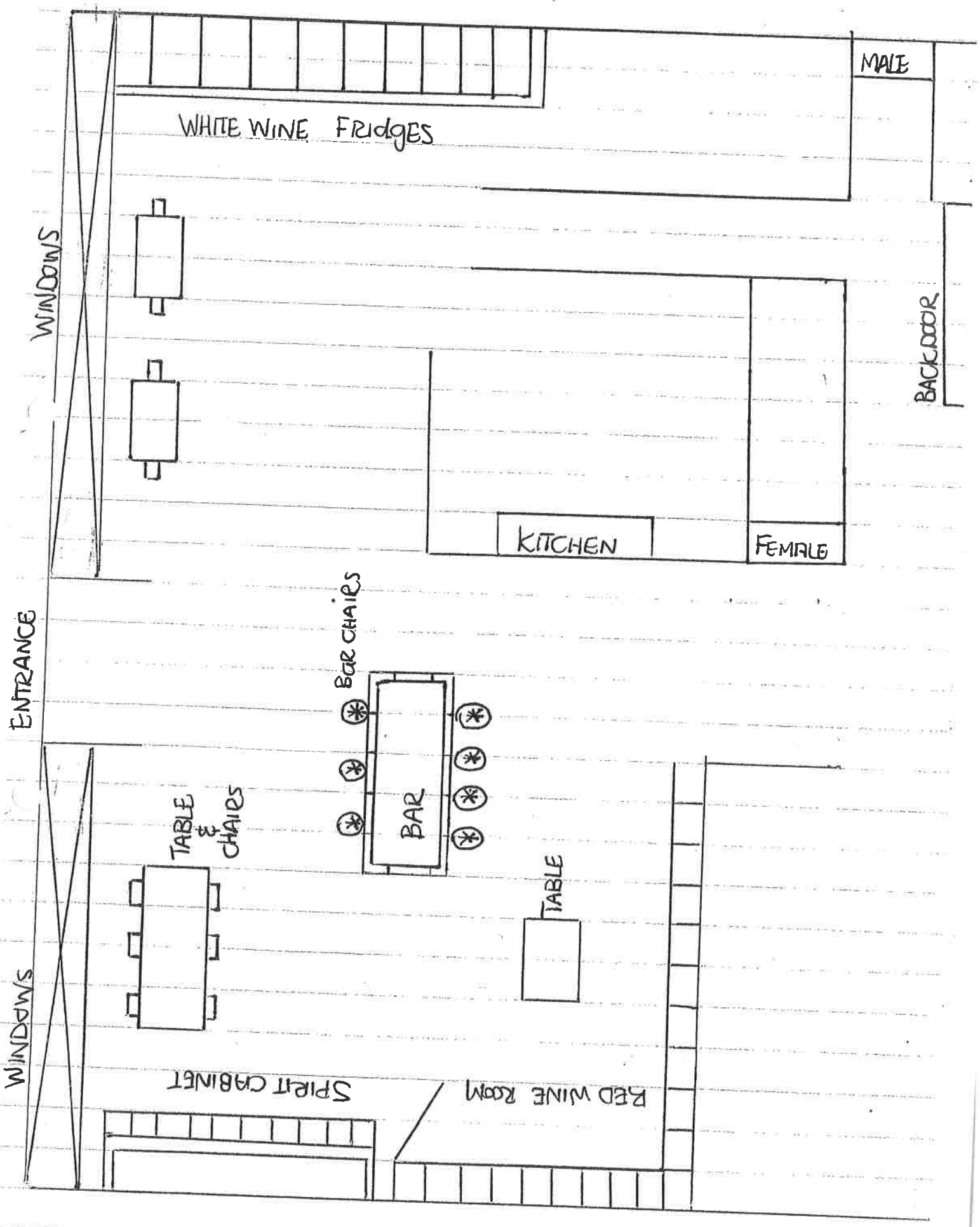
VODKA MARTINI

COFFEE MARTINI

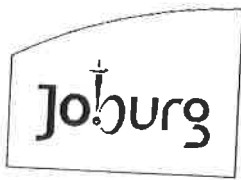
WATERMELON MARTINI

CHILLIE AND GINGER

SHOTS



Colour scheme - WOODEN-BEIGE + DARK GRBY



a world class African city

ZONING INFORMATION NOTE PAD

REQUESTED BY:

TOWN PLANNING SCHEME:

JOHANNESBURG

1979

NAME OF APPLICANT:

ERF / HOLDING / FARM PORTION:

156

TOWNSHIP NAME / HOLDING NAME / FARM NAME:

MELVILLE

STREET NAME AND NUMBER:

5 SEVENTH STREET

ZONING INFORMATION

USE ZONE:

BUSINESS 1

HEIGHT ZONE:

0 (3 STOREYS)

FLOOR AREA RATIO:

Business

Residential

Institutional

Industrial

Other

COVERAGE:

~~SEE ATTACHED COPIES~~

DENSITY:

~~SEE ATTACHED COPIES~~
1 Dwelling per 300 m² (743.52)

BUILDING LINE:

3m along street frontages

PARKING:

AS PER SCHEME

AMENDMENT SCHEME APPLICABLE:

N/A

SERVED BY:

PHINDI

DATE:

04.08.2017

The Town Planning Scheme is open for inspection at the 8th floor, 158 Civic boulevard (previously 158 Loveday street) between 8:00 and 15:30 weekdays. The applicant must verify the information contained herein by inspection of the Town Planning Scheme. Whilst the utmost is done to ensure accuracy, the City of Johannesburg does not accept responsibility for any incorrect information given on this form.

The applicant's attention is drawn to the general provisions of the Town Planning Scheme.

It should be noted that the provisions of the Town Planning Scheme do not override any restrictive conditions that may be contained in the Title Deeds.

PLEASE NOTE:

No information will be given telephonically due to the technical and interpretive complications.

**BUILDING LINE TABLE - NEW TOWNSHIPS
AND OTHER CASES WHERE BUILDING LINES ARE NOT
PRESCRIBED**

A.S. No. 914

TABLE B

1 USE ZONES	2 DENSITY OR SIZE OF ERF OR SITE	3 MINIMUM DISTANCE IN METRES BETWEEN BUILDING LINE AND STREET BOUNDARY OR ERF OR SITE
Erven or sites in all use zones having a density zoning.	All zones permitting one dwelling house per erf or site of 500m ² or less.	3,0m
	All zones permitting one dwelling house per erf or site not larger than 1000m ² , but larger than 500m ² .	4,5m
	All zones permitting one dwelling house per erf or site not larger than 2000m ² , but larger than 1000m ² .	6,0m
	All zones permitting one dwelling house per erf or site larger than 2000m ² .	9,0m
Agricultural holdings and farm portions not having a density zoning.	Agricultural holdings or farm portions less than 9ha.	9,0m
	Agricultural holdings and farm portions of 9ha and greater.	30,0m
Erven or sites in Residential 2, 3 or 4 and all other use zones not having a density zoning and not elsewhere referred to in this Table: Provided that such provisions shall not apply to erven zoned Residential 5.	Erven or sites of 500m ² or less.	3,0m
	Erf or site not larger than 1000m ² , but larger than 500m ² .	4,5m
	Erf or site not larger than 2000m ² , but larger than 1000m ² .	6,0m
	Erf or site larger than 2000m ² .	9,0m

A.S. No. 4459

**HEIGHT ZONES
TABLE E**

HEIGHT ZONE	NOTATION ON MAP (B SERIES)	NUMBER OF STOREYS
0	Area not bar/land	
1	(H) Area	Three storeys
2	(H) Area	Not prescribed but subject to clause 45(2)
3	(H) Area	Not prescribed but subject to clause 45(2)
4	(H) Area	Not prescribed but subject to clause 45(2)
5	(H) Area	Not prescribed but subject to clause 45(2)
6	(H) Area	Four storeys
7	(H) Area	(a) Two storeys on sites of less than 1000sq.m. (b) Three storeys on sites of 1000sq.m. and over.
8	(H) Area	(a) Two storeys on sites of less than 1000sq.m. (b) Three storeys on sites of 1000sq.m. and over.

A.S. No. 4498

A.S. No. 4498

A.S. No. 4498

A.S. No. 4498

NOTE: Table I and Table J - Deleted (A.S. No. 4397)

FLOOR AREA RATIOS
TABLE G

Height zones	2 Shops, buildings for business purposes	3 Dwelling units, residential buildings	4 Institutions	5 Buildings for industrial purposes	6 Buildings for other uses not mentioned in columns 2, 3, 4 and 5
0	2.1	1.2	2.1	2.1	2.1
3	4.0	2.5	2.5	4.0	4.0
5	2.8	2.4	2.4	3.4	2.8
6	2.25	0.9	2.1	2.1	2.1
7	1.8	0.6	1.8	1.8	1.8
8	1.2 Residential 5: 1.6	Residential 2: 0.2 Residential 3: 0.4 Residential 5: 1.6 Other zonings: 0.8	1.2 Residential 5: 1.6	1.2 Residential 5: 1.6	1.2 Residential 5: 1.6

For the Floor Area Ratios for Height Zones 1, 2 and 4, see Annexure 17: Section 3.

**COVERAGE
TABLE K**

Height zone	Dwelling units, outbuildings,	Residential buildings, outbuildings	Shops, business buildings	Other buildings
0	40% for three stories; 50% for one or two stories; 60% in respect of a single story dwelling house upon a site having an area of not more than 5000 sq. ft.	50% for one or two stories; 40% for three stories.	70%	70%
6	Dwelling houses: 30% 50% single story; 40% two stories; 30% three stories.	30%	75%	70%
7	Dwelling houses: 20% 50% single story; 40% two stories; 30% three stories.	20%	60%	60%
8	Residential 1: 40% Residential 2: 20% Residential 3: 30% Residential 4: 40% Residential 5: 80%	40% Residential 5: 80%	60% Residential 5: 80%	60% Residential 5: 80%

TABLE 1

1		2			3		4		5	
OFFICES		RESIDENTIAL BUILDINGS			BUILDINGS CONTAINING TWO OR MORE DWELLING UNITS		USES NOT MENTIONED UNDER COLUMNS 1, 2, 3 AND 5		PUBLIC GARAGES	
2 Spaces per 100m ² of floor area.		Guest rooms: 0,75 spaces per bedroom; Restaurants: 6 spaces per 100m ² of floor area; Conference rooms: 0,3 spaces per seat.			1,5 spaces per dwelling unit.		0,5 spaces per 100m ² of floor area.		6 spaces per 100m ² of workshop; 4 spaces per lubrication bay, wash bay or tune-up bay; 2 spaces per 100m ² of floor area for the storage and the sale of spares or show-rooms.	

(a) If parking is to be provided then the ratios of Table 1 relate to parking spaces per 100m² of gross floor area, unless otherwise indicated.
 (b) The ratios in Table 1 shall not be applicable to land or buildings used exclusively for public parking purposes or a public parking garage in any use zone where such uses are permitted.

PROVISION OF ON-SITE PARKING SPACE IN REMAINDER OF AREA
TABLE M

1	2	3	4	5	6	7	8
Residential Uses	Office Uses	Business Uses	Medical Uses	Industrial and Commercial Uses	Public Garages	Places of Public Worship	Other Public Uses
<p>Dwelling unit: 1.0 spaces per dwelling unit of 3 or less habitable rooms.</p> <p>2.0 spaces per dwelling unit of 4 or more habitable rooms.</p> <p>In addition to the above matter: 0.3 spaces per dwelling unit for visitors.</p> <p>Residential Buildings in respect of which an occupancy license has been granted in terms of the Liquor Act, (Act 87 of 1977): 1.0 space per bedroom or suite plus 10.0 spaces per 100m² floor area for public rooms; Other residential buildings such as Boarding Houses and Boarding establishments: 0.6 spaces per bed; Old Age Homes: 0.3 spaces per bed.</p>	<p>3.0 spaces per 100m² of floor area but for Banks, Building Societies and Medical consulting rooms: 6.0 spaces per 100m² of floor area.</p>	<p>Trafficator Agencies, Restaurants: 6.0 spaces per 100m² of floor area or usable site area.</p> <p>Shops: 6.0 spaces per 100m² of gross leasable floor area or usable site area.</p> <p>Car sales lots: 2.0 spaces per 100m² of floor area or usable site area.</p>	<p>Veterinary Surgeons consulting rooms: 6.0 spaces per 100m² of floor area.</p> <p>Hospitals: 2.0 spaces per bed.</p> <p>Medical consulting Rooms: 6.0 spaces per 100m² of floor area.</p>	<p>1.0 space per 100m² of floor area.</p>	<p>Workshop floor area: 6.0 spaces per 100m².</p> <p>Lubrication bay, wash-bay or turn-up bay: 4.0 spaces per bay.</p> <p>Floor area for the storage and sale of spares, car accessories: 2.0 spaces per 100m² of floor area.</p>	<p>Chapels and Synagogues: 0.15 space per seat.</p> <p>Mosques: 10.0 spaces per 100m² of floor area.</p>	<p>All other uses not specified to be to the satisfaction of the City Council in terms of Clause 53(2)(b) and (3).</p>

- (7) WOOLWORTHS - SAME SHOPPING CENTRE (GROCERS WINE LICENSE).
- (8) NONE.

KYALAMI, RANDBURG

- (1) Chickenland (Pty) Ltd.
- (2) Nando's Kyalami Corner Drive Thru.
- (3) 1987/004022/07.
- (4) Shop DT1 (Drive Thru), Kyalami Corner Shopping Centre, Kyalami Extension 3 (situated on Holdings 5, 6, 7, 8 and 10 Kyalami A.H.), Bounded by Pitts Avenue, Begonia Road and M71/Main Road, Kyalami, Randburg..
- (5) Restaurant Liquor Licence (or any other licence the Board in its discretion will deem appropriate).
- (6) Little Bears Educare, Beaulieu Preparatory School (to the best of the applicant's knowledge).
- (7) Salsa Mexican Grill, Gingerboy, Jolly Pepper, The Baron, Hello Tomato, Yasong Chinese Restaurant (all situated in the same centre removed some 50m - 200m), La Tronita Italian - 500m, Nando's - 500m (to be relocated to Kyalami Corner Shopping Centre), Titolino's - 500m, Happy Valley - 600m, Park Central Cafe - 600m, Coco Brasil - 600m (to the best of the applicant's knowledge)..
- (8) Grace Fellowship Church (to the best of the applicant's knowledge).

JOHANNESBURG CBD

- (1) Ryan Nicholas Ho.
- (2) Keith Ho BetXchange.
- (3) 8605055006082.
- (4) 251 Lillian Ngoyi Street, Johannesburg.
- (5) Gaming License.
- (6) Jeppe Educational Centre..
- (7) Diplomat Hotel, Dazzle Liquor Store, De Equator Night Club, Ijeoma Pub & Restaurant, Premier Bottle Store, Joy Cee Restaurant, U- Bets Sports Bets, Dew Liquor Store, Polona Liquor Store..
- (8) Universal Church..

MELVILLE

- (1) Sydney Sifiso Motha.
- (2) The Cellar Wine.
- (3) 851228 5294 084.
- (4) Shop 5B, situated at 87, 7th Avenue, Melville, Johannesburg.
- (5) Restaurant.
- (6) Melpark Primary School, Tinker School Melville, The Foundation School, Footwear Design and Technology school of South Africa, University of Johannesburg..
- (7) Cafe Mexicho, Cafe De la Creme, Ant Cafe, Ratz Bar Melville, Six Cocktail Bar, IT Corner, Jo' Ann a Melt Bar, Nonu's Portuguse, Hell Kitchen, Poppy's. There could be more similar licensed premises in the area..
- (8) Die Kapel- Progressiewe Christelike Kerk, Catholic Church, St Peter's Anglican Church, Melville Methodist Church, Rivonia SDA Church, Heritage Baptist Church, Melville Gemmente, The Auckland Park Baptist Church..

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- (8) Die Kapel- Progressiewe Christelike Kerk, Catholic Church, St Peter's Anglican Church, Melville Methodist Church, Rivonia SDA Church, Heritage Baptist Church, Melville Gemmente, The Auckland Park Baptist Church..

MIDRAND

- (1) K201729728107 (SOUTH AFRICA) (PTY) LTD.
- (2) WILDEBEER.

THE STAR
"LEGAL DEPT"
P.O BOX 1014
JOHANNESBURG
2000
TEL:0860 115 115

THE WINE CELLAR

**GAUTENG LIQUOR
ACT, 2003**

**NOTICE OF APPLICATION
IN TERMS OF SECTION 24**

Notice is hereby given that it is the intention of the legal person whose details are set out below to lodge an application for:
RESTAURANT LIQUOR LICENCE to The Secretary of the Local Committee of Johannesburg situated at:
124 Main Street,
Johannesburg, on
2017-07-18 Province:
GAUTENG

1. Full names of the applicant: Sydney Sifiso Motha
2. Intended trading name: The Wine Cellar
3. Registration Number: 8512285294084
4. Full address and location of the premises: Shop B, situated at 87 7th Avenue, Melville, Johannesburg
* City / Suburb / Township where Premises located: Melville
5. Type of licence applied for: Restaurant Licence
6. Names & nature of educational institutions within a radius of 1 km from the premises in paragraph 4:
(1) Melpark Primary School
(2) Tinker School Melville
(3) The Foundation School
(4) Footwear Design and Technology School of South Africa
(5) University of Johannesburg
7. Names & distances to similar licensed premises in a radius of 1 km from the premises in paragraph 4:
(1) Cafe Mexicho
(2) Cafe De La Creme
(3) Art Cafe
(4) Ratz Bar Melville
(5) Six Cocktail Bar
(6) IT Corner
(7) Jo'Ann A Melt Bar
(8) Nonu's Portuguese
(9) Hell's Kitchen
(10) Poppy's

There could be more similar licensed premises in the area

8. Places of worship within a radius of 1 km from the premises in paragraph 4:
(1) Die Kapel Progressiewe Christelike Kerk
(2) Catholic Church
(3) St. Peter's Anglican Church
(4) Melville Methodist Church
(5) Rivonia SDA Church
(6) Heritage Baptist Church
(7) Melville Gemeente
(8) The Auckland Park Baptist Church

LEHLAGA SEBAKE
11 Reynolds Street
Kensington, JHB
071-734-7121
sebaklehlaga@
yahoom.com
(STAR 10715577)

2017-08-04

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GAULTENG LIQUOR ACT,
2003 (ACT NO 2 OF 2003)
NOTICE OF APPLICATION IN
TERMS OF SECTION 24.
 Notice is hereby given that it is the intention of the person whose details are set out below to lodge an application for Gaining Premises License to the Secretary of the Local Committee of Johannesburg situated at 251 Lillian Ngoyi Street, Johannesburg on date 20/10/17/18. Province Gauteng. 1. Full names of the Applicant: **RYAN NICHOLAS HO.** 2. Intended Trading name: **KEITH HO BERTXCHANGE.** 3. ID Number or Registration Number of the Applicant: **869505 5006 082.** 4. Full address and location of the premises: **251 Lillian Ngoyi Street, Johannesburg, City / Suburb/ Township where premises located: Johannesburg CBD. 5. Type of licence applied for: Gaining Licence. 6. Names and nature of educational institutions within a radius of 1 kilometer from the premises in par (4): **Jeppe Educational Centre.** 7. Names and distances to similar licensed premises within a radius of 1 kilometer from the premises in par 4: **Diplomat Hotel, Dazzle Liquor Store, De Equator Night Club, Ilexma Pub & Restaurant, Premier Bottle Store, Joy Gee Restaurant, Urbos Sports Bets, Dew Liquor Store, Patens Liquor Store.** 8. Radius of 1 kilometer from the premises in par 4: **Universal Church.****

par (4): **Melbank Primary School, Tinker School, Melville, The Foundation School, Footwear Design and Technology School of South Africa, University of Johannesburg.** 7. Names and distances to similar licensed premises within a radius of 1 kilometer from the premises in par 4: **Cafe Mexicho, Cafe De la Creme, Ant Cafe, Ratz Bar, Melville, Six Cocktails Bar, IT Corner, Jo Ann a Malt Bar, Nonu's Portuguese, Hell Kitchen, Poppy's.** There could be more similar licensed premises in the area. 8. Places of worship within a radius of 1 kilometer from the premises in par 4: **Die Kappel Progressiewe Christelike Kerk, Catholic Church, St. Peters Anglican Church, Melville Methodist Church, Rivonia SDA Church, Heritage Baptist Church, Melville Park Baptist Church, The Auckland Gate Baptist Church. 9. Name of the Applicant: **LEHLIAGA SEBANE.** 10. Name of the Applicant: **JOHANNESBURG, Tel: 021 734 7121.****

COURT ORDERS

61 SUMMONS

Dionio B N / Njau JA
IN THE REGIONAL COURT FOR THE REGIONAL DIVISION OF KWAZULU-NATAL, HELD AT PORT SHEPSTONE CASE NO. KZNP/RS/C 1502/2017.
 In the matter between: **SAKHINDLE NOMVUNDO DLOMO** Identifi Number: **840403 0604 082.** **PLAINTIFF** and **JULIUS AMASELE NJAU,** Identifi Number: **UNKNONWA,**

against you without further reference to you. DATED: AT PRETORIA REGISTRAR REGIONAL COURT, REGIONAL DIVISION OF PRETORIA, PRETORIA JUSTICE CENTRE, ATTORNEYS FOR THE PLAINTIFF, 2nd FLOOR, FNB BUILDING, CHURCH SQUARE, PRETORIA, 0001. TEL: (012) 324 9200. FAX: (012) 324 1950. REF: **1 P KGAT/LAX/641228216.**

Malidake R S / Malidake M P
IN THE REGIONAL COURT, FOR THE REGIONAL DIVISION OF GAUTENG, HELD AT PRETORIA, CASE NO. GP/PJ/MRC 1095/2016.
 In the matter between: **RAMASELA SARAH MALULELE** (BORN AS MASHIANE), APPLICANT, and **MALVAEVAZA PHILLIP MAVAEVAZA PHILLIP MALULELE** APPLICANT and **ADVENSER name: LELIAGA SEBANE.** 11. **RENOLDS STREET KENSINGTON, JOHANNESBURG, Tel: 021 734 7121.** ID: 00098931

against you without further reference to you. DATED: AT PRETORIA REGISTRAR REGIONAL COURT, REGIONAL DIVISION OF PRETORIA, PRETORIA JUSTICE CENTRE, ATTORNEYS FOR THE PLAINTIFF, 2nd FLOOR, FNB BUILDING, CHURCH SQUARE, PRETORIA, 0001. TEL: (012) 324 9200. FAX: (012) 324 1950. REF: **1 P KGAT/LAX/641228216.**

HOLLAND-MUTER AJ
 IN THE MATTER OF DIESEL PERFORMANCE (PTY) LTD Applicant Reg No: 201206207607 and MOPUJO INVESTMENTS NO 76 (PTY) LTD T/A PHOENIX FILMS Respondent (Reg No: 2012/013479/07) Address: BLOCK A BONDIY PARK CORNER OF WILLEM BOTHA & WINDA ROAD, ELDRONKANE, CENTURION, GAUTENG

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ADVERTISING CONDITIONS OF ACCEPTANCE

The Citizen Newspaper reserves the right to cancel or withdraw any Advertising from publication on dates other than those stipulated. Errors must be reported on the first day of insertion. Credit will not be given for typographical errors which do not lessen the value of the advertisement.
Cancellation:
 Advertisement can be cancelled by telephone 010 492 5421 before 9:00 am a day prior to publication.
Copy DEADLINES
 1. Large advertisements - 9:00 am 2 days prior to publication.
 2. Display advertisements - 9:00 am 2 days.
 3. Legal Advertisements 9:00 am 2 days prior to publication.

SMYNINGTON DE KOK ATTORNEYS

Dr Bear CF
NOTICE TO CREDITORS IN DECEASED ESTATES. All persons having claims against the undementioned Estate must lodge it with the Executor concerned within 30 days (or as indicated) from date of publication hereof. Estate Number: **006002/2017.** Name: **DE BEER, First names: CHRISTIAN FRANCOIS.** Date of Birth: **6 JUNE 1928.** ID Number: **290606 5056 083.** Last address: **29 Rivoal Crescent, Uitsig, Bloemfontein, Date of Death: 24 May 2017.** Masters Office: **Bloemfontein.** Advertiser name and address: **EE POHL, p/a SMYNINGTON & DE KOK, PO BOX 12012, BRAND HOF, 9324.** (FHDD0180). **PM004320**

Dearden AR

NOTICE TO CREDITORS IN DECEASED ESTATES. All persons having claims against the under-mentioned estate must lodge it with the Executor concerned within 30 days (or as indicated) from date of publication hereof. Estate Number: **008678/2017.** Name: **DEARDEN, First names: ANTHONY RICHARD.** Date of Birth: **1943/06/10.** ID Number: **4306105040189.** Last address: **Fralkare, Rympark 4, Parker Street, Rympark, Benoni.** Date of Death: **2017/01/12.** Name's Office: **Johannesburg.** Advertiser name or Authorized Agent: **Timothy Mark Rowan Dearden, 18 Baden, Laird Village, Uys Street, Benoni.** Advertiser Email: **ytar@timrowan-adv.co.za** Tel: **0114254545.** **PM004348**

NEDGROUP TRUST

Beuzdenhour AD
NOTICE TO CREDITORS IN DECEASED ESTATES. All persons having claims against the under-mentioned estate must lodge it with the Executor concerned within 30 days (or as indicated) from date of publication hereof. Estate Number: **0149393/2017.** Name: **Beuzdenhour, First names: Andre James Daniel.** Date of Birth: **1970-03-04.** ID Number: **700304 5064 083.** Address: **52 Robin Road, Unit 52 Honeyvale, Charliff, 1739.** Date of Death: **2017-04-09.** Master's Office: **Johannesburg.** Name and Surname of Surviving Spouse: **Nina Beuzdenhour, Date of Birth of Surviving Spouse: 1977-08-04.** ID Number of Surviving Spouse: **770804 0036 080.** Spouse: **770804 0036 080.** Name of Executor or Authorized Agent: **Old Mutual Trust Limited.** Address of Executor or Authorized Agent: **O Box 1007, Johannesburg, 2000.** **KP010432**

The Corporation Free State (Pty) Ltd/Consom Plant Hire (Pty) Ltd
IN THE HIGH COURT OF SOUTH AFRICA (GAUTENG DIVISION, PRETORIA) CASE NO.: 23044/2017 PRETORIA 19 JUNE 2017 BEFORE THE HONOURABLE MADMAM JUSTICE CRUTCHFIELD.
 In the matter between: **TIRE CORPORATION FREE STATE (PTY) LTD** APPLICANT (REG NO. 1989/0683/107) AND **CONSUM PLANT HIRE (PTY) LTD** RESPONDENT (REG NO. 2015/314580/07) **HAVING HEARD** counsel for the applicant and having read the notice of motion and other documents filed of record. **IT IS ORDERED THAT:** 1. The respondent company be and is hereby placed under provisional winding-up. 2. All persons who have legitimate interest in the respondent company are called upon to put forward their reasons why this Court should not order the final winding-up of the respondent company on 12 September 2017 at 10h00. 3. A copy of this order be forthwith served on the respondent company at its registered office and be published in the Government Gazette and in the Citizen Newspaper. 4. A copy of this order be forthwith forwarded to each known creditor by prepaid registered post. **BY THE COURT REGISTRAR ATTORNEY: MAGDA KETS INC., Address: 306 Russel Street, Fietlandia Pretoria.** **KP010157**

Signature N I / Siggae S
IN THE HIGH COURT OF SOUTH AFRICA (NORTH GAUTENG HIGH COURT, PRETORIA) Functioning as the Magistrate's Division of the High Court, Held at Mookbetsia.
 In the ex parte application of: **NCOBILE IRENE SIGGAE,** (ID: 850511 0244 084), APPLICANT, **BEFORE THE HONOURABLE JUDGE.** **HAVING** read the documents filed of record, heard Counsel and considered the matter: