Application in terms of Section 23 of the Liquor Act, 2 of 2003, for the grant of the

SPECIAL LIQUR LICENCE (OFF-CONSUMPTION) (ON-LINE)

GAUTENG DEPARTMENT ECONOMIC DEVELOPMENT JOHANNESBURG REGION

0 5 FEB 2021

GAUTENG LIQUOR BOARD

in respect of

VINOSITY

district Johannesburg

Dynamic Consultants
Paula da Silva
P.O. Box 11230
Queenswood, 0121
Cell: (082) 575 3476
Tel: (012) 333-1254
paula@dynamicliq.co.za



Absa Online: Notice of Payment

Dear VIRIATO TORRES DA SILVA

Subject: Notice Of Payment: Gauteng Liquor Board

GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
JOHANNESBURG REGION
04 February 2021

GAUTENG LIQUOR BOARD

Please be advised that you made a payment to Gauteng Liquor Board as indicated below.

Transaction number:

8019370778-901

Payment date:

2021-02-04

Payment made from:

PC CHEQUE

Payment made to:

Gauteng Liquor Board

Beneficiary bank name:

FIRSTRAND

Beneficiary account number:

62309767608

Bank branch code:

255005

For the amount of:

Immediate interbank payment:

3,000.00

Reference on beneficiary statement:

GLB7000013730

Additional comments by payer:

Please remember that the following apply to Absa Online payments to non-ABSA bank accounts.

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day but may not be credited to the beneficiary's bank account at the same time.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on $08600\ 08600\ or\ +27\ 11\ 501\ 5110$ (International calls).

If you have made an incorrect internet banking payment, please send an email to digital@absa.co.za

Yours sincerely

1

General Manager: Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.





APPLICATION REFERENCE NUMBER GLB7000013730

DOCUMENT FOR	RMALITIES			
Application Type	New Application			
License Type	Liquor Store (§	pecial Liquer I	ucence Coff · consu	imption)(on-line)
Applicant	Natural Person	Non-Natural P	erson (Trust, Company, Partne	ership or Close Corporation)
SECTION O				
Application submitted by	эу:			
am the applicant	OR I am, a consultar	nt / agent, submitting	on behalf of the applicant 🧹)
First Name	Paula	Surname	Da Silva	LICENSE COST
Second Name	Cristina	Street Number	334	AMOUNT R6000.00
Street Name	32nd Avenue	Suburb	Villieria	
City	Pretoria	Code	0186	PAYMENT DUE
Mobile Phone	0825753476	Land Line	012 333 1254	AMOUNT R 3 0 0 0 . 0 0
Email Address	paula@dynamicliq.co).Za		

SECTION 1 - APPLICANT DETAILS

No.	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
.1.1	Name of Business	Vinosity (Pty) Ltd
	Surname of Applicant	N/A
1.2	Age of the Applicant	0
1.3	Company Registration Number	2020/762060/07
- ac initiation	Residential Address or Registered Office Address	
	Street Number	31
1.4	Street Name	Main Street
	Suburb	Albertville
	City	Johannesburg

Application Ref.: GLB7000013730

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Liquor Licence Forr In terms of liquor act 20

1.5	P.O. Box Number	P.O Box 11230 Queenswood
1.5	Postal Code	0121
1.6	Business Telephone Number	0835427188
1.7	Email Address	harry@vinosity.co.za
1.8	Cellphone Number	083 542 7188
	Physical Address of the premises for which the liquor permit is required	The proposability into the sentences configuration (IRO) intrinsical control of control control control of control c
	Street Number	Unit 117 - 27 Boxes Melville
1.9	Street Name	74 - 4th Street
1.5	Suburb	Melville
	City	Johannesburg
	ERF Number	Erf 973 Johannesburg
	The second secon	The second of th

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

ido.	LIQUOR LICENCE APPLICATION REQUIREMENT	IN	IPUT
2.1	has in the Republic or elsewhere in the preceding ten years been convicted and sentenced for any offence to imprisonment without the option of a fine?	YES	⊘ NO
2.2	has in the preceding five years been convicted of an offence in terms of The Gauteng Liquor ACT, 2003 (Act Number 2 of 2003 or the Liquor ACT, 1989 (ACT number 27 of 1989) and was sentenced to a fine of not less than R 200-00 or to imprisonment without the option of a fine or both imprisonment and a fine?	YES	⊘ NO
2.3	is not domiciled in the Republic?	YES	⊘ NO
.4	is an unrehabilitated insolvent ?	YES	⊘ NO
2.5	is a minor ?	YES	⊘ NO
2.6	is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4)?	YES	⊘ NO

THE APPLICANT IS A COMPANY, CLOSED CORPORATION, PARTNERSHIP OR TRUST, STATE WHETHER THE PERSON CONTEMPLATED IN QUESTIONS 2.1 - 2.6:-

on our connections	No.	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
DORON on 1. no book	2.7	has a controlling interest in such a company, closed corporation or trust?	YES (V) NO
ξ,	PHEMILE Appen,	· · · · · · · · · · · · · · · · · · ·	



Liquor Licence Forr In terms of liquor act 20

2.8	is a partner in such a partnership?							
2.9	is the main bene	eficiary under such a	trust?		eritorini yani gorongi, maganisira, alagara		YES	⊘ NO
ECTI	ION 3 - GENER	AL DETAILS						
No.	LIC	QUOR LICENCE APPLIK	CATION REQUIREMENT		T		INPUT	v 41
3.1	interest in the to institution or a sufficient if only be, the name of statutory institu	ousiness and in each cooperative as contey the name and post f such director (if any ation or co-operative	and <u>address</u> of each particle case the <u>nature of second</u> emplated in the cooperated address of such cases, thereof and the nate are furnished and note. INPUT TABLE BELOVER	uch interest eratives ACT company, sta ture and exte ot also the int	If the applic , 1981(ACT r tutory instituent of the fina	cant is a pub number 91 o ntion or co- ancial inter	olic compa of 1981),it operative, est of such	any, statutory shall be as the case may a company,
	Name	Surname	Identity Number	Ad	dress	Natu	re Of Intere	est / Notes
	1) Makhomo	Overvoorde	880902 1436 080	31 Main Stro Albertville, Johannesbu	·	Director		
3.2	Republic and if corporation, pa or partner there said shareholds	the applicant is a ṗri rtnership or trust, als eof or beneficiary the	est in the liquor trade ivate company, closed so of every shareholde ere under. (If the applior beneficiary has no symmentioned).	d er, member cant or the	Director, Ma	akhomo Ove the liquor T	ervoorde, h	r) Ltd and it's nas no financial Republic of Sout
3.3	for off-consump	, .	quor store licence, sor facturer's licence is th <u>nt</u> .	J		YES	Ø N	iO
4	State type of liq	juor applicant intend	ds selling		All kinds of	liquor		
In th	he case of an ap	plication for a micr	o-manufacturer's lic	cence :-			AND REPORT OF THE PROPERTY OF	MACES AND INCIDENCE AND AN ARREST OF MACES AND ANALYSIS ANALYSIS AND A
5.1	Is the applicant	a person who mani	ufactures fermented b	oeverages?	того померания на повершения до вой в на повершения до повершения до повершения до повершения до повершения д	YES	⊘ N	10
5.2	State the volume of liquor produced or the volume of liquor							

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Liquor Licence Forr In terms of liquor act 20

No.	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
		ERF Erf 973 Melville
5.3	Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number	Street 74 - 4th Street
		Farm number Erf 973 Melville
	Charge - And Charge Print Law Application in the Application of the Ap	Commence of the commence of th
	In the case of an application for a sorghum beer license, state	On Consumption
6	whether it is intended to sell beer for on consumption or off consumption	✓ Off Consumption
		V on consumption
7	Under what name is the business to be conducted?	Vinosity
		VIII to sity
8	In which region are the premises situated?	COMPANIENT TOWNS AND
	The which region are the premises situated !	Johannesburg Liquor Licenses
. 9	Will the applicant have the right to occupy the premises referred to in question 8?	YES NO
10	In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.	NOT APPLICABLE AS PER ANSWER TO QUESTION 6
11.1	Is the application made in respect of premises which has not yet	YES NO
	been erected?	
11.2	Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the	YES NO
	proposed business?	TE3 W NO
	Are the premises already erected and in the applicant's opinion do	No office and the first time to the company of the
11.3	not require additions to or alterations in order to make them suitable for such purpose?	YES NO
	- Table 1 of the second post of	
And the desires of the	ls an application made for any determination, consent, approval or	Manager to separate seasons and the seasons are seasons and the seasons and the seasons are seasons and the seasons and the seasons are seasons are seasons and the seasons are seasons are seasons and the seasons are se
12	authority which could be granted by the board?	YES NO
info		ority in terms of Section 42(1)(b) of the Liquor Act,
-=	affirmation of the above statement: 2 of 2003.	



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Liquor Licence Forr In terms of liquor act 20

In the case of an application for a club liquor license, please accompany this document with a copy of the constitution or rules of the club. Are you applying for a club liquor license?	YES NO
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SECTION 4 - Declaration (pen-to-paper only section)

I declare or truly affirm that the information contained in this application is true.

Signature of Applicant or Authorized Person	Date 28	01-909[
ECTION 5 - Commissioner Of Oa	aths (pen-to-paper only section)	
uthorised person who acknowled (ii) that he or she has no objection prescribed oath or affirmation to I	CLIENTS GARS CLIENTS	ontents of this declaratio) he or she considers the ne uttered the following
First Name(s)	Gert	
Surname	Corbett	
Business Address Line 1	22694	
Business Address Line 2	Marishane Street	
Business Address Line 3	momelodi East, Pretona	
Designation	LT COL	
Area for which appointment is held	RSA	
Office held if appointment is Ex Officio	RSA	

MINUTES OF A MEETING OF THE COMPANY VINOSITY (PTY) LTD

REGISTRATION NUMBER: 2020/762060/07

RESOLVED:

- 1. That the company, Vinosity (Pty) Ltd, has instructed Dynamic Consultants of Pretoria to lodge an application in terms of Section 23 of the Liquor Act, 2 of 2003, for the grant of a Special Liquor License (off-consumption) (on-line) in respect of a business which is known as Vinosity, where business is to be conducted at Unit 117 27 Boxes Melville, 74 4th Street, Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg.
- That Makhomo Overvoorde with Identity Number: 880902 1436 080 and/or Paula Cristina da Silva with Identity Number: 6802070169 084 of Dynamic Consultants be authorised to do all such things and sign all such documents to give effect to Resolution 1 above.

SIGNED AT Randway ON THIS 43+ DAY OF January 2021.

MAKHOMO OVERVOORDE

DECLARATION

I,

PAULA CRISTINA DA SILVA Identity Number: 680207 0169 084

hereby wish to declare the following:

- I have been instructed by the Director of Vinosity (Pty) Ltd, Makhomo Overvoorde, to apply for a Special Liquor License (off-consumption) (on-line) in respect of a business which is known as Vinosity, where business is to be conducted at Unit 117-27 Boxes Melville 74 4th Street, Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg.
- 2. I wish to declare that to the best of my knowledge that there are a number of worship institutions situated within a 500-meter radius from the proposed premises, as can be seen on the advertisement annexed hereto marked "Annexure E".
- 3. I wish to declare that to the best of my knowledge that there are three learning institutions situated within a 500-meter radius from the proposed premises, Melpark Primary, Johannesburg School for the Blind and Sparrow Foundation School.
- 4. I wish to declare that to the best of my knowledge that there are no similar licensed premises situated within a 500-meter radius from the proposed premises, as can be seen on the advertisement annexed hereto marked "Annexure E".
- 5. I wish to declare that the inside dining area of the premises will be non-smoking as per the Tobacco Products Control Act.

I HEREBY DECLARE THAT THE AFOREMENTIONED INFORMATION IS TRUE.

Signed at PRETORIA on this 28th day of January

2021.

PAULA CRISTINA DA SILVA

Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Tuesday, November 3, 2020 at 10:46

COR14.3: Registration Certificate

Registration Number:

2020 / 762060 / 07

Enterprise Name:

VINOSITY



Companies and Intellectual Property Commission

a member of the dal group

ENTERPRISE INFORMATION

Registration Number

2020 / 762060 / 07

Enterprise Name

VINOSITY

Registration Date

30/09/2020

Business Start Date

30/09/2020

Enterprise Type

Private Company

Enterprise Status

In Business

Financial Year End

January

TAX Number

Addresses

9288198246

POSTAL ADDRESS

31 MAIN ST

ALBERTVILLE

JOHANNESBURG GAUTENG

2195

ADDRESS OF REGISTERED OFFICE

31 MAIN ST

ALBERTVILLE

JOHANNESBURG

GAUTENG

ACTIVE MEMBERS / DIRECTORS

Surname and First Names

OVERVOORDE, MAKHOMO

ID Number & Date of Birth

8809021436080

Appointment

Date

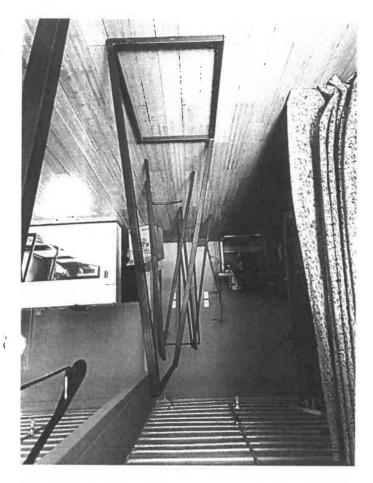
30/09/2020

Addresses

Postal: 31 MAIN ST, ALBERTVILLE, JOHANNESBURG, GAUTENG,

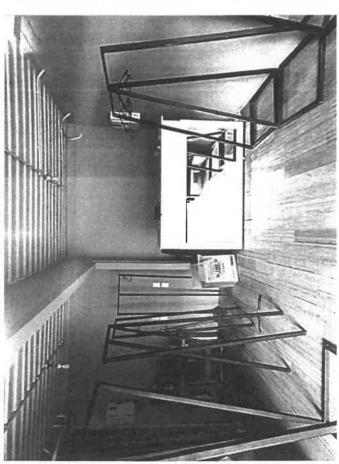
Residential: 31 MAIN ST, ALBERTVILLE, JOHANNESBURG, GAUTENG, _











DESCRIPTION OF THE PREMISES

Written description of the premises in terms of Section 23(1)(c) of the Liquor Act, 2 of 2003

APPLICANT: Vinosity (Pty) Ltd

TRADING NAME: Vinosity

TYPE OF LICENCE: Special Liquor Licence (Off-Consumption)

(On-Line) in terms of Section 28 (1)(c) of the Liquor Act,

2 of 2003

MUNICIPAL DISTRICT: Melville, Johannesburg

DESCRIPTION

The following description of the premises should be considered with reference to the floor plan of the premises and locality map (Annexure A) annexed to the application:

The proposed premises will be situated within the 27 Boxes Centre, which is situated in the heart of Melville, Johannesburg. Access to the center is had from 4th Street, Melville and immediately into the parking area of the center.

The 27 Boxes is a unique cutting edge lifestyle Centre that has been constructed of recycled shipping containers. The applicant's premises will be in one of the containers inside the Centre, and will compromise of a storeroom, office space and a front desk, as can be seen from the layout plan annexed hereto. The applicant will allocate this premises for an on-line sales office of specialty liquor once they start trading with on-line sales of liquor.

The storage area is located at the back of the premises, as demarcated on the layout plan annexed hereto. The storeroom will function as a space to store the liquor that the applicant receives from its suppliers which will immediately thereafter be delivered to customers.

Toilet facilities have been provided for the applicant's staff, both ladies and gents, inside the 27 Boxes Centre. The toilet facilities will be tiled in accordance with the National Building Regulations and the Liquor Board Requirements.

The floors throughout the proposed premises will be covered in wood laminated flooring and sufficient lighting will be provided through-out the office spaces.

Annexure "D"

COMPREHENSIVE WRITTEN REPRESENTATIONS

Written Representations in terms of Section 23(1)(a) of the Liquor Act, 2 of 2003

APPLICANT:

Vinosity (Pty) Ltd

TRADING NAME:

Vinosity

TYPE OF LICENCE:

Special Liquor Licence (Off-Consumption)

(On-Line) in terms of Section 28 (1)(c) of the Liquor

Act, 2 of 2003

MUNICIPAL DISTRICT:

Melville, Johannesburg

INTRODUCTION

This Application is brought to the Liquor Board, Johannesburg, in terms of Section 23 of the Liquor Act, 2 of 2003, as amended, by Vinosity (Pty) Ltd, for the granting of a Special Liquor Licence (Off-consumption) (On-Line) in respect of a business conducted under the style of Vinosity situated at Unit 117 – 27 Boxes, 74 - 4th Street, Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg.

1. LOCALITY and PARTICULARS OF THE PROPOSED PREMISES:

The proposed premises will be situated in the 27 Boxes Centre, in the heart of Melville. 27 Boxes is a cutting edge lifestyle centre that is one of Johannesburg's most innovative retail and restaurant precincts, as it is constructed of recycled shipping containers and offers a number of unique social spaces. The centre offers unique and interesting retail and contemporary eateries in over 100 shipping containers. The centre further houses an outdoor childrens park, and open-air amphitheatre and a rooftop nursery, making the centre family friendly and a hive for activity.

The concept of 27 Boxes was inspired by the similar development of Box Park in London. The centre houses approximatly 80 stores, that are mainly geared towards starter entrepreneurs. The containers in the centre are occupied my a number of

chic boutique style retail stores and eateries. Some of the more well known fashion boutiques and eateries include Wish Boutique, Ara Emporium, Krag Drag and Loulou Regal Style, X & O Patisserie, Baker Brothers, Flavours of India and Inferno Chilli, to name a few.

Proposed Premises:

Should the Honourable Members of the Gauteng Liquor Board grant the applicant this Special Liquor Licence (Off-Consumption) (On-Line) it will conduct a business which entails on-line sales of all kinds of liquor products from the licensed premises, focusing specifically on speciality wines, gins and liquers. It is therefore necessary to licence the applicant's premises and permit the sale of liquor by selling and delivering same to the consumers for off-consumption via on-line sales.

From the photographs annexed to the application and from an inspection of same it can be seen that the applicant's premises is secure and will be used only for the purpose of marketing and storage of the liquor received from the applicants suppliers. Persons placing on-line orders may not pick-up the liquor from the applicant's premises as it is only for on-line sales. Therefore the applicant's premises is only for marketing and on-line sales purposes.

The applicant will offer a unique range of products, including speciality wines, gins and liquers, with excellent pricing structures which will be to the advantages of the consumer and thus in the interest of the public.

Method of Purchase and Delivery:

On-line sales entail members of the public gaining access to the applicant's on-line website, where orders of liquor are placed with the applicant's administration staff and thereafter executed via delivery of the liquor to the persons who have placed the orders. The applicant will employ approximately four permanent staff for all the administration and marketing of the business and will either employ permanent staff or contract delivery companies for the delivery of the liquor products, once the orders are ready to be delivered.

The applicant will have strict control over the delivering of the liquor products. Drivers will be monitored and each and every person receiving the liquor products must present their Identity document to the driver to ensure that deliveries only take place to persons over the age of eighteen. These persons will then sign for the receipt of the liquor. Tax invoices and delivery notes will accompany all the deliveries.

The time frame from which the customer orders on-line to the time of receiving the liquor will be approximately 24-48 hours.

The applicant will comply with the required operating times in that staff will only work from 8h00 am to 17h00 pm. Therefore, liquor will also only be delivered during these operating hours between Mondays to Saturdays and will be closed on Sundays.

Job creation is crucial to our South African economy especially during the pandemic where we are seeing staggering numbers of unemployment. Granting this licence will not only assist in job creation, the applicant intends to add value to the South African economy and the area of Melville. The staff will be involved in on-line sales, marketing, packaging and the despatch of liquor products. It is therefore submitted that this means of on-line shopping will be in the public interest.

This online platform will allow consumers to purchase speciality wines, gins and liquers that are specifically ordered by the applicant for its website. The applicant works directly with a select few local wine and gin farms, in order to create a unique stock list for its consumers.

Modern Society is increasingly making use of on-line platforms to purchase products of which liquor is included. Once products are purchased they are then supplied directly to the on-line purchaser either at their place of work or residence via the use of a courier or a delivery service. The public has shown to prefer this method of

purchasing products, including alcohol, in that they can easily and conveniently find the most affordable deals on their products in the comfort of their homes or place of work.

COVID-19 Impact on Shoppers:

COVID-19 — a global pandemic which has been the most defining event of 2020 and 2021 thus far, will have implications that will last well into the decade. Studies have shown that consumers shopping behaviours have rapidly changed in these uncertain times from bulk buying to on-line shopping, customers are changing how they are shopping. Customers are avoiding public places and limiting visits to shopping malls as they lean more towards on-line shopping.

Humans respond to crises in different ways. When forced with an uncertain, risky situation over which we have no control we tend to try whatever we can to feel like we have some form of control, on-line shopping being one of these situations. Human behaviour will again change once we see the end of COVID-19, but on-line shopping is here to stay and is the future of retail business.

In the present digital world, the advent of internet has made shopping on-line simple, easy and convenient. On-line stores simplify the life of consumers, enabling them to make selective purchases as per their specific taste and requirements, from the comfort of their home or office.

2. EXCEPTIONAL CIRCUMSTANCES:

The Gauteng Liquor Act 2 of 2003 makes provision for Special Liquor Licenses in terms of Section 28(1)(c) and the Honourable Members of the Board have an inherent discretion to take exceptional circumstances into consideration.

Liquor stores all over South Africa are selling their products on-line. The applicant's Special Liquor Licence (off-consumption) (on-line) is no exception. What the applicant intends doing is therefore not out of the ordinary as on-line liquor sales are

already taking place from licensed off-consumption businesses. The exception in the applicant's case lies therein that liquor orders will be placed on-line and delivered directly to the consumer.

3. PROVISIONS OF SECTION 30(2) OF THE LIQUOR ACT, 2 OF 2003:

An applicant is called upon to furnish information in the comprehensive written representations as to the following:

- of a Special Liquor Licence (off-consumption) (On-Line) in terms of Section 28(1)(c) of the Liquor Act, 2 of 2003. The Honourable members of the Gauteng Liquor Board are respectfully referred to the aforementioned representations, description, layout plan and photographs annexed hereto;
- 3.2 the nature of the applicant's business will require a Special Liquor Licence (off-consumption) (on-line). The applicant's modus operandi will be that of selling liquor on-line from the licensed premises. It is thus necessary to licence the applicant's premises and permit the sale of liquor by selling and delivering same to consumers for off-consumption purposes. The definition of off-consumption in terms of the Liquor Act, 2 of 2003, is as follows:

Off-Consumption means a license entitling the licensee to sell liquor for consumption only away from the licensed premises and off-consumption has a corresponding meaning;

Premises includes a place or building or part of a building or any premises and a vehicle or vessel, unless the contrary intention appears from the context;

Sell includes exchange or keep, offer, display, deliver, supply or dispose of for sale, or authorise, direct of allow a sale.

From the above, it is thus apparent that the Liquor Act does make provision for off-consumption licenses in terms of Section 28(1)(c) of the Liquor Act, 2 of 2003 and the applicant's premises is thus suitable to conduct a business of this nature.

3.3 Public Interest is essentially the doing or allowing something which would serve the public better than when it is not done or allowed. On-line ordering of any product has become extremely popular throughout the world as it is not only easy for customers but also convenient and time saving. Should the Honourable Members of the Gauteng Liquor Board grant the applicant this application for a Special Liquor Licence (off-consumption) (on-line) the public will without a doubt be better served should the applicant's application be considered favourably.

It is therefore submitted that this means of on-line shopping will be in the public interest.

- the granting of this Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c) of the Liquor Act, 2 of 2003 at the proposed premises will not cause or aggravate a monopolistic condition in that area of Melville, Johannesburg;
- 3.5 the director of the applicant is a person of good character as appears from the information given below. As such the applicant, through its director is a fit and proper person to hold the licence applied for;
- 3.6 the director of the applicant will conduct a business which is suitably located in the bohemian suburb of Johannesburg and that is surrounded by a variety of hipster and modern restaurants and dive bars. No walk-in sales will take place in the applicants premises but merely the pick-up of liquor and liquor related products which will be delivered to customers. It can therefore be said that worship institutions and learning institutions will not be prejudiced should the Honourable Members of the Gauteng Liquor Board grant the applicant this application for a Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c) of the Liquor Act, 2 of 2003;

3.7 should the Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c) of the Liquor Act, 2 of 2003, be granted to the applicant at the proposed premises, the accommodation, equipment and facilities will be in compliance with

the Liquor Act, 2 of 2003.

PARTICULARS OF THE APPLICANT: 4.

> The applicant, Vinosity (Pty) Ltd and its Director, Makhomo Overvoorder, is not disqualified in terms of Section 36 or 37 of the Liquor Act, 2 of 2003, from being

involved in the liquor trade in the Republic of South Africa.

Makhomo Overvoorde has been involved in running small businesses for a number of years, giving her the necessary experience in conducting a business. She will attend to the day to day running of the proposed premises and will be assisted by a team of approximately 4(four) trained staff members who will solely focus on the on-line orders, marketing and shopping of liquor products.

It is therefore respectfully submitted that the applicant, through its Director, is of good character and a fit and proper person to hold the Special Liquor Licence (offconsumption) (on-line) applied for.

5. **CONCLUSION:**

> The Liquor Board is respectfully requested to approve this application, bearing the aforementioned comprehensive representations in mind.

Representative:

DYNAMIC CONSULTANTS

P.O. Box/11230, Queenswood, 0121

Tel: (012) 333-1254

Cell: 082 575 3476

Ref:

Paula da Silva

GAUTENG LIQUOR ACT, 2003 (ACT No. 2 OF 2003)

[Reg. 2 (2)]

NOTICE OF APPLICATION IN TERMS OF SECTION 24

* Mandatory Fields / Verpligte Velde Notice is hereby given that it is the intention of the person whose details are set out below to lodge an application for: * Special Liquor Licence (off-consumption)(on-line) in terms of Section 28(1)(c) to the Secretary of the Local Committee of: * Johannesburg * 2nd Floor - 124 Main Street, Johannesburg * on date: 2 0 2 1 - 0 2 - 0 5 (CON-MAI-DE) Province: Gauteng 1. *Full Names of the Applicant: Vinosity (Pty) Ltd 2. *Intended Trading Name:	n)(on-line) in terms of Section 28(1)(c) Johannesburg burg
Special Liquor Licence (off-consumption)(on-line) in terms of Section 28(1)(c) to the Secretary of the Local Committee of: Johannesburg	n)(on-line) in terms of Section 28(1)(c) Johannesburg burg
to the Secretary of the Local Committee of: 2nd Floor - 124 Main Street, Johannesburg *on date: 2 0 2 1 - 0 2 - 0 5 (CON-MA-DD) Province: Gauteng 1. *Full Names of the Applicant: Vinosity (Pty) Ltd	Johannesburg situated at:
*on date: 2 0 2 1 - 0 2 - 0 5 (CONMITTEE DEED) *The secretary of the Local Committee of a specific provided by the secretary of the Local Committee of the secretary of the Local Committee	burg
*on date: 2 0 2 1 - 0 2 - 0 5 (CON-MAR-DD) Province: Gauteng 1. *Full Names of the Applicant: Vinosity (Pty) Ltd	
I. *Full Names of the Applicant: Vinosity (Pty) Ltd	Province: Gauteng
/inosity (Pty) Ltd	
2. *Intended Trading Name:	
The first transfer of	
Vinosity	
3. *ID Number OR Registration Number of the Applicant:	oplicant:
2020/762060/07	
4. *Full Address and Location of the Premises:	
	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg,
*City / Suburb / Town / Township where Premises located (It will be used as heading for your advertisement in the gazette):	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg,
*City / Suburb / Town / Township where Premises located (It will be used as heading for your advertisement in the gazette): Melville, Johannesburg	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg,
Melville, Johannesburg	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg,
way was many water forms of many of many of the second of	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg, emises located (It will be used as heading for your advertisement in the gazette):
Melville, Johannesburg 5. *Type of License Applied for:	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg, emises located (It will be used as heading for your advertisement in the gazette): a) (on-line) in terms of Section 28(1)(c)
Melville, Johannesburg 5. *Type of License Applied for: Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c) This form continues on the next page. Please complete all relevant sections before submitting.	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg, emises located (It will be used as heading for your advertisement in the gazette): a) (on-line) in terms of Section 28(1)(c)
Melville, Johannesburg 5. *Type of License Applied for: Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c) This form continues on the next page. Please complete all relevant sections before submitting. *Advertiser Name: Dynamic Consultants	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg, emises located (It will be used as heading for your advertisement in the gazette): (i) (on-line) in terms of Section 28(1)(c) next page. Please complete all relevant sections before submitting.
Melville, Johannesburg 5. *Type of License Applied for: Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c) This form continues on the next page. Please complete all relevant sections before submitting.	Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg, emises located (It will be used as heading for your advertisement in the gazette): i) (on-line) in terms of Section 28(1)(c) next page. Please complete all relevant sections before submitting.



GAUTENG LIQUOR ACT, 2003 (ACT No. 2 OF 2003)

[Reg. 2 (2)]

NOTICE OF APPLICATION IN TERMS OF SECTION 24

6. *Names and nature of educational institutions within a radius of 1 kilometer from the premises in par (4):
To the best of the applicant's knowledge: Melpark Primary School, Johannesburg School for the Blind, Sparrow Foundation School and Head Office
7. *Names and distances to similar licensed premises within a radius of 1 kilometer from the premises in par (4):
To the best of the applicant's knowledge - None
And a state of the
8. *Places of worship within a radius of 1 kilometer from the premises in par (4):
To the best of the applicant's knowledge – Melville Methodist Church, Kruis Gemeente Church, Nederduitse Gereformeerde Kerk, Christ Embassy Church, Community in Christ Church, The Potters House Melville, St. Peters Anglican Church

HALFWAY HOUSE

- (1) Klipfontein Bottle Store (PTY) Ltd.
- (2) Klipfontein View Liquor Store.
- (3) 2020 / 892925 / 07.
- (4) 106 Nancy Ndamase Street Klipfontein View Halfway House Midrand.
- (5) Liquor Store.
- (6) None.
- (7) None.
- (8) none.

MALVERN

- (1) Trace (PTY) Ltd.
- (2) Trace Restaurant.
- (3) 2021 / 308389 / 07.
- (4) 578 Jules Street Malvern Johannesburg.
- (5) Restaurant.
- (6) None.
- (7) DS Sorts Bar 250 m Devintange Kwa Angie 500m.
- (8) none.

MELVILLE, JOHANNESBURG

- (1) Vinosity (Pty) Ltd.
- (2) Vinosity.
- (3) 2020/762060/07.
- (4) 27 Boxes Melville 74 4th Street, Melville, Johannesburg, situated on Erf 973 Melville, Johannesburg,.
- (5) Special Liquor Licence (off-consumption) (on-line) in terms of Section 28(1)(c).
- (6) To the best of the applicant's knowledge: Melpark Primary School, Johannesburg School for the Blind, Sparrow Foundation School and Head Office.
- (7) To the best of the applicant's knowledge None.
- (8) To the best of the applicant's knowledge Melville Methodist Church, Kruis Gemeente Church, Nederduitse Gereformeerde Kerk, Christ Embassy Church, Community in Christ Church, The Potters House Melville, St. Peters Anglican Church.

JOHANNESBURG

- (1) Juliet Radebe.
- (2) Baba'fica.
- (3) ID. 910903 0469 08 4.
- (4) No. 513 Jerusalem Street, Mountainview, Grassmere.
- (5) Tavern Liquor Licence (On-Consumption); -- alternatively Section 28 (1) (c).
- (6) To the best of the applicant knowledge, the following educational institutions are within a radius of 1 kilometre from the premises; 1. Sibekiwe Primary School..
 (7) To the best of the applicant knowledge, the following similar licensed businesses are within a radius of 1 kilometre
- (7) To the best of the applicant knowledge, the following similar licensed businesses are within a radius of 1 kilometre from the premises; - 1. Isaiah's Tavern 450m.
- (8) To the best of the applicant's knowledge, there are no places of worship within a radius of 1 kilometre from the premises..

HALFWAY GARDENS, MIDRAND, RANDBURG

- (1) Vinesh Chetty.
- (2) V's Liquor Cellars.
- (3) ID 670531 5098 085.
- (4) Shop 2, Middy's Mall, corner Le Roux Avenue and Smuts Road, Erf 242, Halfway Gardens Extension 1, Midrand, Randburg..
- (5) Liquor Store Licence alternatively any other licence that the Board, in its discretion, will deem appropriate.
- (6) Bettenza School, Halfway House Primary School, Curro Midrand (to the best of the applicant's knowledge)...
- (7) Tops @ Spar Vorna Valley 850m (to the best of the applicant's knowledge).

SUID-AFRIKAANSE POLISIEDIENS



SOUTH AFRICAN POLICE SERVICE

Privaatsak/Private Bag X1

Verwysing Reference

Navrae Enquiries

Lt Col GA Corbett

Telefoon Telephone

(012) 353 5333

Faksnommer

Fax number (012) 353 5351

OFFICE OF THE SOUTH AFRICAN POLICE SERVICE 22694 Marishane Street Mamelodi East Tshwane 0122

28 January 2021

The Honourable Liquor Board

SUITABILITY CERTIFICATE

APPLICATION IN TERMS OF SECTION 23 OF THE GAUTENG LIQUOR ACT, NO OF 2003

1. The South African Police Service has got no information at its disposal by virtue of which the authority concerned can be opposed.

2. The applicant:

Makhomo Overvoorde

Passport Number:

880902 1436 080

Was screened by the South African Police Service and as far as can be established he/she is not disqualified in terms of the Liquor Act, Act 2 of 2003

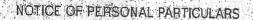
2021 -01- 28

SOUTH AFRICAN POLICE SER.
GARSFONTEIN SAPS

CLIENT SERVICE

SUID AFRIKAD

SAPS: MAMELODI EAST LT COL GA CORBETT



 Any changes to the personal particulars in your ID Book must be communicated to all televant parties.

NOTICE OF CHANGE OF ADDRESS

- 1. Keep the NOTICE OF CHANGE OF ADDRESS form in this pocket to report a change of address or a change in particular of your present address e.g. name of street and/or street number etc.
- 2. Hand in at or post to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS



certify that this document is a true copy of the original which was examined by me and that, from my observations, the original has not been altered in any manner.

SIGNATURE

Commissioner of Oaths - Raquel Sebastiao Designation; Non Practising Attorney

Date: 28 01 2021

334 32nd Avenue, Villieria, Pretoria



TOURISM & NATIONAL

HOSPITALITY

ASSOCIATION

preficate

000086

Membership No.

This certifies that

VINOSITY

is a member of this Association in good standing witil

OL FEBRUARY 2022



id No/Reg No. 용용으로 다 1436 080

Address: 27 BOXES MELVILLE-74-4TH

STREET, MELVILLE

PRELYILLE, JOHANNESBURG

President



M OVERVOORDE 12 MINNAAR STREET ALBERTVILLE JOHANNESBURG 2195

TAX COMPLIANCE STATUS

Verification

Enquiries should be addressed to SARS:

Contact Detail

SARS Alberton 1528 Contact Centre Tel: 0800 00 SARS (7277)

SARS online: www.sars.gov.za

Details

Taxpayer Reference Number: 0008383275

Always quote this reference number when contacting SARS

Issue Date:

2021/02/08

Dear Makhomo Overvoorde

TAX COMPLIANCE STATUS VERIFICATION

With reference to your tax compliance status (TCS) verification request, the South African Revenue Service (SARS) confirms the following:

TCS Verification	
Taxpayer Name	Makhomo Overvoorde
Trading Name	Not applicable
Tax Reference Number(s)	0008383275
PIN	4152C96338
Date of Verification	2021/02/08
Tax Compliance Status Type	Good Standing
Tax Compliance Status	Compliant
Tax Compliance Status Description	The taxpayer is registered for tax and is currently compliant in respect of filing and payment responsibilities

Should you have any queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

Tax reference No

M OVERVOORDE 0008383275 RFDTCS v2013.01.01

Year: Page of Page: 3491986 2021 01/01 o: v2013.01.01

AGREEMENT OF LEASE

(IN RESPECT OF COMMERCIAL PREMISES)

ENTERED INTO BY AND BETWEEN

JOHANNESBURG ARTISTS MARKET (PTY) LTD

(Registration Number: 2007/005422/07) (VAT Number: 4790 269 148)

(Hereinafter referred to as the "Landlord")

And

VINOSITY PTY LTD

Registration Number: K2020762060

(Hereinafter referred to as the "Tenant")

IN RESPECT OF

27 BOXES, MELVILLE

IMPORTANT NOTE: Please read and consider this agreement and its annexures carefully as it shall constitute a binding agreement. You declare that you understand the content of this entire agreement and its annexures and more specifically the fact, nature and effect of clauses (terms) next to which you were requested to specifically initial. Please note that initialling next to any clause (term) would not have an effect on the enforceability of any of the other terms of this agreement. Please do not disregard any terms not so emphasised as such terms will be binding and enforceable.

Tenant initial
Witness initial
Landiord initial
Witness Initial

Page 2 of 28

LEASE SCHEDULE

1. PARTICULARS

1.1	Landlord:	Johannesburg Artists Ma	rket (Pty) Ltd			
Registration Number:		2007/005422/07				
VAT Number:		4790 269 148				
Domicilium Address:		Birch House, 06 Mellis Road Office Park, Rivonia, 2128.				
Tel of	ffice/Retail cell no:	011 712 0000				
E-mai	il address:	Info@27Boxes.co.za				
Herei	n represented by:	Andrew Groenewald, duly	authorised repr	esentative		
1.2	Tenant:	Vinosity Pty Ltd Registration number : K202 VAT No.: n/a	0762060			
	Address:	31 Main Street, Albertville Johannesburg	e			
Hara	Tel: Cell no: Fax no: E-mail address: In represented by:	harry@vinosity.co.za Overvoorde Makhomo, bei	ng duly authoris	sed in terms of the		
nere	in tebreseiten på:	attached resolution.				
1.3	Leased Premises:	Shop No. 117 measuring square meters Internal m²: 27,60 sqm External m²: in the Building called 2 Property") situate at Johannesburg, South Af	75 4th Av	enue, Melville		
1 12	a making a trade of the control of t	Plan of Leased Premises.				
1.5	Parking Bays Tenant's proportionate share (calculated as the rentable area of the Leased Premises expressed as a percentage of the total rentable area of the Building or Property from time to time):	N/a TBC				
1.6	Lease Period	Period: 1 (one) year Commencement Date: 1 February 2021 Termination Date: 31 January 2022 Beneficial Occupation Date: N/A				
1.7	Rental and other charges payable	e by Tenant:				
1.7.1	Basic monthly rental:					
Perio	od	Amount per month	VAT	Total		
			1	enant Inilial MO		

Tenant initial
Witness Initial
Landlord Initial
Witness Initial

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1 February 2021 - 31 January 2022						
Internal Area:	R4 084	1,80	R612,72	R4 697,52		
(Increasing with 8% annually thereafter)				-1		
1.7.2 Basic Monthly Parking Renta		N/A				
Period	Amou	nt per bay	VAT	Total		
	N/A			Total		
1.7.3 Tenant's Contribution to Mar	keting Fund:					
Period			LOAT	14.4.8		
1 February 2021 – 31 January 2022	R276,	nt per month	VAT: R41,40	Total R317,40		
1.7.4 Tenant's Contribution to Op	erating Costs:					
Period_		nt per month	VAT	Total		
1 February 2021 - 31 January 2022	R828	3,00	R124,20	R952,20		
1.7.5 Rental Relief Contribution	Amazu	t is an area to	UAT	Tatal		
	Amour	nt per month	VAT	Total		
1.7.6 Tenant's Total Rental Contril	h41 a.m		b.			
1.7.6 Tenant's Total Rental Contril Period		nt per month	VAT	Total		
1 February 2021 – 31 January 2022		38,80	R778,32	R5 967,12		
1.7.7 Other charges, fees and cos described in detail in clause	a 3.1 of the Ge	neral Terms a	nd Conditio	ns		
Description			Metered/Proportionate Shar			
Water consumption (Leased Premises) Electricity consumption (Leased Premises)		Metered Prepaid electricity				
Refuse Removal	503)		N/A.			
Sewer charges			N/A			
Contribution to common area water		N/A				
Contribution to common area electricity		1 102	N/A			
1.8 Purposes for which the Leased Premises shall be used	Supplier of	Wine				
1.9 Lease administration costs (in	e off	R1000				
1.10 Deposit payable by Tenant			*R8 169,60 held by Landlord			
1.11 Turnover Rental for Lease Period			N/A			
1.12 Date of Financial Year End of			N/A			
1.13 Landlord's banking details	F A	ohannesburg First National E Account Numb Branch Code: ; Branch: Sandt	3ank er: 62756176 254605			

Tenant Initial MO
Witness Initial
Landlord Initial
Witness Initial

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		Saturday Sunday a Public He	ind	10H00 - 171 10H00 - 161	
1.15 Suretyship:		1 1 12 N	Landle wa	Dhusiaal Adda	occ
Name Overvoorde Makt being duly authorised in attached Suretyship.	Identity Number 8809021436080		Physical Address 31 Main Street Albertville Johannesburg		
1.16 Authorised Signee	rangan dan salah dan				
Name Overvoorde Mak *being duly authorised in attached Tenant's Resolution	Identity Number 8809021436080		Physical Address 31 Main Street Albertville Johannesburg		
1.16 Other Terms					
1.17 Citiq Manageme	nt.				
Department	Name		Contact Number		Emall
Citiq Head Office Reception		011 7120000		reception@citiq.co.za	
Centre Manager Antoinette E		Becker 067 0		16 2237	Antoinetteb@citiq.co.za
Billing Department Brandon W		agner 2054			BrandonW@cltiq.co.za
Accounts Department Andre Postma		0117120000		andrep@citiq.co.za	

1.18 Annexures to the Lease: a) Annexure A:

General Terms and Conditions

Annexure B: Annexure C:

Annexure D:

a) b) c) d) e) f) g) Tenant's Resolution
Suretyship
Plan of the Leased Premises
Inspection on occupation – to follow after inspection
Inspection when vacating – to follow after vacating Annexure F:

Annexure G: Annexure H: **Turnover Definition**

> Tenant Initial Witness initial Landlord initial
> Witness initial

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Any signatory for the Tenant hereby warrants that he/she is authorised to sign this Lease on behalf of the Tenant and that the Tenant is empowered to enter into this Lease.		
SIGNED at Randburg on this day of felaruary. 2021 in the presence of the undersigned witness		
Witness:		
(Signature of Witness) (Signature of TENANT)		
(Full names of witness)		
Nelson Tsepa Menake (ID number of witness) 7801066222088		
SIGNED at		
Witness;		
(Signature of witness) (Signature of LANDLORD)		
(Full names of witness)		
NdSon Tsepa Menale (ID number of witness) 7801066222088		

Tenant Initial WD
Witness Initial
Witness Initial
Witness Initial

GENERAL TERMS AND CONDITIONS OF LEASE

1. DEFINITIONS AND INTERPRETATION

- 1.1 This Lease consists of the Lease Schedule, together with all the Annexures hereto.
- 1.2 Defined terms, where applicable, and unless the contrary appears from the context, refer to the corresponding information in the Lease Schedule to which these General Terms and Conditions of Lease (hereinafter referred to as "the Lease") are attached as this Annexure A. The terms so defined have been capitalised to the extent possible.
- 1.3 In this Lease, unless clearly inconsistent with or otherwise indicated by the context (i) any reference to the singular includes the plural and the other way around (vice versa); (ii) any reference to natural persons includes legal persons and the other way around (vice versa); (iii) any reference to a gender includes the other genders; and (iii) references to any enactment will include references to such enactment as it may, after the date of signature hereof by the later of the Tenant and the Landlord (the "Signature Date"), from time to time be amended, supplemented or re-enacted.
- 1.4 The clause headings in this Lease have been inserted for convenience only and will not be taken into account in its interpretation.
- 1.5 The use of the word "including" followed by a specific example or examples will not be construed or interpreted as limiting the meaning of the general wording preceding it.
- 1.6 This Lease will not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Lease.
- 1.7 Save where otherwise specified, references to "writing" or "written" includes any non-transient means of representing or copying words legibly, including by facsimile however excluding electronic mail.
- 1.8 Business Day shall mean a day other than a Saturday, Sunday or a public holiday in the Republic of South Africa and reference to Day or Days shall mean calendar days;

2. LEASED PREMISES AND OCCUPATION

MO Initial

- 2.1 The building in which the Leased Premises is located, is hereinafter referred to as the "Building". The Building (Including the Leased Premises) and the land on which the Building is situated are herein jointly referred to as the "Property". The Landlord is the authorised managing agent appointed by the owner of the Property and duly authorised to enter into this Lease in terms of a management agreement between the owner of the Property and the Landlord.
- 2.2 The Lease will commence on the Commencement Date, and, save for any termination on the grounds allowed for in this Lease and/or by law, and/or any written agreement providing for this Lease's extension and/or renewal, will terminate on the Termination Date.
- 2.3 Should the Landlord be unable to give the Tenant occupation of the Leased Premises on the Commencement Date, by reason of the Leased Premises being incomplete, or in a state of disrepair, or by reason of any existing occupant not having vacated the Leased Premises, or by reason of any other fact, the Tenant shall have no claim for damages or right of cancellation and shall accept Beneficial Occupation or occupation on such later date on which the Leased Premises are made available.
- 2.4 Beneficial Occupation of the Leased Premises will be given to the Tenant, if applicable, as stipulated in the Lease Schedule and all the terms and conditions contained in the Lease will be applicable during the Beneficial Occupation Period, however, no rent shall be payable.
- 2.5 Occupation of the Leased Premises will, failing prior Beneficial Occupation being given, be given to the Tenant on the Commencement Date.
- 2.6 Appurtenances, fixtures and fittings provided by the Landlord on the Leased Premises form part of the Leased Premises.
- 2.7 The Tenant confirms that the Leased Premises have been identified to it.

Tenant initial
Wilness Initial
Landlord Initial
Witness Initial

Page 7 of 28

- 2.8 The Tenant acknowledges that the Leased Premises ere in good order and condition at the commencement of the Lease Period. It is agreed that the Tenant and the Landlord (or their respective representatives) will jointly inspect the Leased Premises on the date upon which occupation is given to the Tenant and will jointly complete and sign an inspection form attached hereto as Annexure F. In the absence of such a form being duly completed and signed within 7 (seven) days of the Tenant taking occupation of the Leased Premises, the Leased Premises shall be deemed to be accepted by the Tenant without any defects.
- 2.9 The Tenant must satisfy itself that the Leased Premises are suitable for the purpose for which they are let. The Landlord does not warrant that the premises are fit for the purpose for which they are let or for any other purpose whatsoever that any form of exclusivity in respect of the use of the Leased Premises shall exist or be granted or that the Tenant shall be granted a licence or permit in respect of the Leased Premises for the conduct of any business, or that any licence or permits granted shall be renewed from time to time, and there shall be no obligation on the Landlord to do any work or make any alterations or repairs to the Leased Premises to comply with the requirements of any licensing authority or other authority.
- 2.10 Should the area of the Leased Premises be found to be less than the area stated in item 1.5 of the Lease Schedule, the Tenant shall not be entitled to a remission or refund of any amount paid or payable by the Tenant, including the basic monthly rental, rates and taxes, municipal charges and utilities. Any discrepancy between the stated measurement of the premises and the actual measurement of the Leased Premises shall not entitle the Tenant to cancel the Lease.
- 3. FINANCIAL OBLIGATIONS
- 3.1 SERVICES AND CHARGES PAYABLE BY TENANT



- 3.1.1 The Tenant will, with effect from the Commencement Date of the Lease, but subject to provisions of the corresponding clauses of this clause 3, pay to the Landlord those amounts indicated as payable to the Landlord in terms of item 1.7 of the Lease Schedule, in those amounts, at the escalation rates, and in the frequencies, stipulated therein read together with this clause 3.
- 3.1.2 The Tenant will be liable for all the costs of services supplied to the Leased Premises on the terms and conditions recorded herein.
- 3.1.3 In respect of the Leased Premises:
- the cost of all water and the cost of all electricity, including but not limited to, electrical maximum demand charges, basic electrical charges, connection fees, reticulation costs and charges and all other electrical consumption, including but not limited to the Tenant's signage Illumination, including all meter reading charges if metered and, if not metered, the Tenant's proportionate share of the aforementioned charges, fees and costs. For the avoidance of any doubt, the Tenant acknowledges that it shall pay the cost of all electricity to the Landlord as recorded in this clause 3, calculated at the same rate as the Tenant would pay to that authority or supplier had such electricity been supplied direct to the Tenant and irrespective of any different rate at which that authority or supplier has contracted or may contract with the Landlord on a bulk supply or any other basis. The onus of proving an inaccurate meter reading shall lie with the Tenant:
- 3.1.3.2 the Tenant's proportionate share of sanitary fees, sewerage or effluent charges alternatively if calculated by the Local Authority on any method relating to the consumption of water on the Leased Premises, then on such basis:
- 3.1.3.3 the Tenant's proportionate share of refuse removal whether or not such services are utilised by the Tenant, provided that if the volume of refuse generated by the Tenant is higher per square metre of the space occupied than the average, the calculation will be weighted to take account thereof. Should any legislation or governing body prescribe a special refuse removal, the cost thereof and if the use is shared by the Tenant, the cost will be proportionally shared by all users thereof:
- 3.1.3.4 the Tenant's metered costs, alternatively if not metered, the the Tenant's proportionate share of electricity and water consumed by the dedicated air-conditioning units and/or fresh air ventilation servicing the Leased Premises;
- 3.1.4 In respect of the common areas including the parking areas and internal and external areas of the Building and Property:
- 3.1.4.1 the Tenant's proportionate share of electricity, sewerage, water and meter reading charges;

Tenant initial MO Witness initial

Landlord initial Witness initial

Page 8 of 28

- 3.1.4.2 the Tenant's proportionate share of street cleaning, signage approval costs and signage levy, (if applicable):
- 3.1.5 The Tenant's proportionate share of all rates and taxes as recorded in item 1.7.3 of the Lease Schedule.
- 3.1.6 If at any time during the currency of the Lease, the charges in respect of assessment rates, city improvement levies (whether charged by legislated body or voluntary body that the landlord chooses to participate in) and imposts or taxes are increased, then with effect from the date upon which any such increases become effective the Tenant shall pay an additional amount equal to the Tenant's proportionate share of such increases.
- 3.1.7 Should the Local Authority or supplier impose any new form of tax or levies in respect of the Building and/or the Property, then the Tenant shall pay to the Landlord the Tenant's proportionate share thereof.
- 3.1.8 In the event of any interruption of any services or facilities or common services or facilities, or should any such services and conveniences or equipment become unusable, the Tenant shall not be entitled to a reduction of any amounts payable in terms of this Lease, or withhold or defer payment of any amounts or have any claim of whatsoever nature against the Landlord or its agents and/or employees, except in such instances where the Landlord was grossly negligent and the Tenant may furthermore not cancel this Lease. The Landlord will however use its reasonable endeavours to fix and/or repair such services and/or equipment.
- 3,1.9 The Landlord shall be entitled to recover from the Tenant, the Tenant's proportionate share of the Landlord's monthly instalment and special levies payable (whether such amounts are paid on a monthly basis or not) to the Body Corporate, Property Owners Association, City Improvement District Levy or any similar and/or related organisation, should such an organisation exist or be formed, as per item 1.7.4 of the Lease Schedule.
- 3.1.10 Notwithstanding anything to the contrary contained in this Lease and without granting the Tenant consent to do so, where the Tenant is required to pay any amounts directly to a Local Authority in respect of rates, taxes, levylies or other service charges, electricity, gas, water, sewerage or refuse removal the Tenant shall promptly pay such amounts in accordance with the payment terms of such Local Authority and submit copies of such accounts and receipts to the Lendlord to serve as confirmation of such payment. Failure to comply with the provisions, hereof shall constitute a breach of the Lease.
- 3.1.11 The Tenant hereby consents to the Local Authority informing the Landlord from time to time of details of the payments which have been made in terms of clause 3.1.10 above.
- 3.1.12 Should any future legislation introduce a penalty or an extra charge or levy on electricity and/or water consumption based on usage of electricity and/or water or as directed in such legislation, the Landlord shall be entitled to recover such penalty or extra charge or levy from the Tenant if such Tenant's usage of electricity and/or water results in a penalty or extra charge or levy. A certificate issued by the Landlord shall constitute evidence at first glance (prima facie proof) of the Tenant's liability and the amount stated therein.
- 3.1.13 The Landlord shall be entitled to claim from the Tenant a deposit amount equal to the estimated consumption costs of electric current in respect of 2 (two) months.
- 3.1.14 The Tenant shall pay the Tenant's proportionate share of any costs which the Landlord may incur in an attempt to acquire a decrease in the valuation of the Building or Property from the local authority.
- 3.1.15 The lessee shall pay an amount equal to the annual escalation in rent to the lessor upon the annual anniversary date of the agreement of lease in order to maintain the deposit.
- 3.2 PAYMENT
- 3.2.1 All payments due by the Tenant in terms of the Lease will be made by one of the following means
- 3.2.1.1 by debit order; or
- 3.2.1.2 by direct deposit into the Landlord's bank account, at any branch of the Landlord's banker, by making use of the deposit slip attached to the Tenant's invoice; or
- 3.2.1.3 by electronic transfer, at all times furnishing the correct tenant number as deposit reference.
- 3.2.2 Payments will be made without demand, free of exchange and without deduction or set-off for any reason whatsoever, as follows:
- 3.2.2.1 the basic monthly rental, the Tenant's proportionate share of the improvement levy, the Tenant's proportionate share of rates and taxes, the Tenant's contribution to municipal charges and the Tenant

Tenant initial
Witness initial
Landlord initial
Witness initial

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proportionate share of common area electricity, monthly in advance on or before the first day of each month;

3.2.2.2 the Lease administration costs and deposit on or before the earlier of the date on which the Tenant signs this Lease and the date on which the Tenant takes possession of the Leased Premises;



- 3.2.2.3 all future payments in respect of Stamp Duty which become payable after the execution of the Lease, will be paid by the Tenant upon demand;
- 3.2.2.4 any other amount owing on demand.
- 3.2.3 The Landlord may appropriate any payment received from or for the benefit of the Tenant in reduction of any amount or debt whatsoever payable by the Tenant to the Landlord in terms of the Lease.
- 3.2.4 If the Tenant fails to make payment to the Landlord of any amount payable by it in terms of the Lease, then the Landlord may (without prejudice to any other rights and remedies which it may have) recover interest from the Tenant on the amount outstanding at the maximum permissible rate in law applicable at the relevant time and such interest shall be compounded monthly from the due date for payment of the amount in respect of which the interest is chargeable until the payment of such amount in full.
- 3.2.5 Without prejudice to any rights and remedies of the Landlord and notwithstanding any legal rule to the contrary, payments made by post will only have been validly made when the payment is received by the Landlord and if made in terms of any instrument, other than cash, when such instrument has been honoured. Furthermore, the Tenant bears the risk of such payment not being delivered by post timeously or at all, whether as a result of loss, theft, delay or any other reason.
- 3.2.6 The parties record that the Landlord's bank account details are not likely to change, however, such change will be communicated by registered mail on an official letterhead from the Landlord signed by the Financial Director of the Managing Agent and addressed to the Tenant's address for service of documents and notices (domicilium). The authenticity of this registered letter shell, after receipt and before the Tenant takes action on such letter, be verified by the Tenant in writing as soon as possible and without causing any delay in payment of any amount on the due date in terms of this agreement. Without limiting the Landlord's rights, any payment, including payments not verified as stipulated herein, shall be at the Tenant's risk.

3.3 DEPOSIT OR BANK GUARANTEE

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- 3.3.1 The Tenant shall on signature of this Lease elect to pay the deposit amount stipulated in item
 1.10 of the Lease Schedule either in cash or by bank guarantee, in a form acceptable to the Landlord as security for the Tenant's obligations to the Landlord in terms of the Lease.
- 3.3.2 Until the Tenant has paid the deposit or delivered a bank guarantee as required in terms of clause 3.3.1 above, it shall not be entitled to take occupation of the Leased Premises. Failure to submit a bank guarantee as recorded herein shall result in the deposit immediately becoming due and payable in cash.
- 3.3.3 The Landlord shall have the right to apply the whole or any portion of the deposit or bank guarantee towards the payment of any amount including, basic monthly rental, rates and taxes, contribution to marketing fund, municipal charges, assessment rates, improvement levy, electric current, key replacements, renovations, gas, water, sewer, effluent and refuse or any other liability of whatsoever nature for which the Tenant is responsible.
- 3.3.4 If any portion of the deposit or bank guarantee is so applied, the Tenant shall on written demand from the Landlord or its agents reinstate the deposit or bank guarantee it to its original amount.
- 3.3.5 The deposit paid by the Tenant (including interest thereon) or bank guarantee, as the case may be, will be security for the Tenant's obligations in terms of the Lease (including any cancellation thereof).

3.4 SURETYSHIP

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The person or persons named in item 1.15 of the Lease Schedule shall furnish personal suretyships together with the signing of this Lease. Should such person or persons fail to sign such suretyship(s), then it shall be deemed that the Tenant shall be in breach of the terms and conditions of this Lease, and the Landlord shall be entitled to exercise all its rights hereunder and consequent upon a breach by the Tenant of its obligations.

4. MAINTENANCE AND ALTERATIONS

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4.1.1 any damage caused to the Property by it or for which it is vicariously liable,

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- 4.1.2 any damage to the interior of the Leased Premises as well as to the Inside and outside of its doors and windows (including, but not limited to, frames, burglar-proofing, fluorescent tubes, light bulbs, choking-coils, etc.) and shall be responsible to repair or replace at its own expense any damaged items, save and except for damage caused by the Landlord or by persons for which the Landlord is vicariously liable;
- 4.1.3 maintaining at its cost the interior of the Leased Premises (including any air-conditioning unit and geyser serving the Leased Premises) in good order and condition and where applicable, in accordance with the manufacturer's requirements:
- 4.1.4 at its cost, keeping the interior of the Leased Premises as well as the inside and outside of its doors, door mechanisms and windows (including frames and burglar-proofing) operational, clean and hygienic at all times:
- 4.1.5 preventing any blockage of sewerage or water pipes or drains in or used in connection with the Leased Premises and shall remove at its own cost any obstruction or blockage in any sewer, water pipe or drain serving the Leased Premises and, where necessary, repair the sewer pipe or drain concerned;
- 4.1.6 ensuring that the Leased Premises are kept pest free at all times at the Tenant's cost;
- 4.1.7 complying with, amongst other things, the manufacturer's warranties, insurance obligations, certificates issued in order to ensure continuity.
- 4.2 The Tenant shall -
- 4.2.1 not, without the Landlord's prior written consent, change or interfere with the electrical or other lighting and heating installations, air-conditioning equipment or appliances in the Leased Premises;
- 4.2.2 not erect or install aerials on the roof or exterior walls of the Leased Premises or on the Building without in each instance the Landlord's prior written consent. Any aerials so erected or installed without such written consent may be removed by the Landlord at the Tenant's cost at any time without notice to the Tenant.
- 4.3 On vacating the Leased Premises, the Tenant will at its cost, reinstate the Leased Premises in terms of the inspection form to be completed when tenant vacates the premises. In the absence of an inspection form it will be expressly agreed upon in writing separately from this Lease.
- 4.4 In order to maintain the integrity of the Building, the Tenant may not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord. The Tenant shall be liable for all costs occasioned by such alteration or addition, including but not limited to the cost of reconfiguring any installation or amenity, as well as the wasted water in re-commissioning any sprinkler system.
- 4.5 Without derogating from the other provisions of the Lease, the Landlord is not liable to compensate the Tenant for any alterations, additions or improvements made to the Leased Premises. The Tenant waives the right it may have during the currency of this Lease or after Termination Date or cancellation of this Lease for any reason whatsoever to an enrichment or other lien for any alterations, additions or improvements of the Leased Premises.
- 4.6 In order to ensure conformity, no contractors may be employed by the Tenant to do any work in the Leased Premises other than contractors approved by the Landlord, in writing.
- 4.7 The Tenant will at all reasonable times permit the Landlord to have access to the Leased Premises for the purpose of carrying out inspections or to carry out any repairs or building works which the Landlord deems necessary and to recover the cost of such repairs from the Tenant.
- 5. RE-BUILDING AND RELOCATION

OR;

- 5.1 The Landlord may terminate this Lease or any renewal thereof by giving the Tenant a minimum of 6 (six) months' written notice to such effect in all or any of the following circumstances;
- 5.1.1 Should the Landlord or its successors in title wish to demolish the Building or the Leased Premises,
- 5.1.2 Should the Landlord or its successors in title wish to reconstruct and/or redevelop and/or renovate the Building or the Leased Premises.

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- 5.2 The Landlord, shall however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Building, other than the Leased Premises, and these operations may proceed while the Tenant is in occupation of the Leased Premises.
- 5.3 Notwithstanding the implementation of any work as contemplated in 5.2 above, the Tenant shall have no right to object to such work or to claim any rebate of rental during the period in which the said work may be in progress nor shall the Tenant have any claim for damages of whatsoever nature by reason of the earlier termination of this Lease as provided for in 5.1.
- 5.4 The Landlord reserves the right at any time to relocate the Tenant from the Leased Premises to any new premises of substantially the same size in the Building. If the Landlord wishes to exercise this right it shall give the Tenant written notice to that effect, specifying:
- 5.4.1 the new location proposed for the Leased Premises;
- 5.4.2 the date upon which the relocation is to occur, which shall not be earlier than 60 (sixty) days after the Landlord gives the notice.
- 5.5 The Tenant shall be entitled, within 14 (fourteen) days after receipt of the Landlord's written notice as aforesaid, to refuse the proposed relocation (with the understanding that no notice from the Tenant within the time period referred to above shall also be deemed as a refusal of the proposed relocation). Should the Tenant accept the relocation, the Tenant shall be relocated in accordance with the notice given to the Tenant by the Landlord.
- 5.6 However, should the Tenant refuse the proposed relocation, this Lease shall be terminated after 90 (ninety) days from receipt of the notice from the Landlord referred to clause 5.4 above.
- 5.7 The Landlord shall be entitled, irrespective of whether or not it elected to terminated this Lease In terms of clause 5.1 above or whether it gave the Tenant notice of relocation in terms of clause 5.4 above, at any and all times during the currency of this lease to affect any such repairs, alterations, improvements and/or additions to the Leased Premises or the Building and/or erect such further buildings on the Property as the Landlord in its discretion may decide to carry out or erect and for any such purpose erect or cause to be erected scaffolding, hoardings and/or building equipment and also such devises as may be required by law or which the architects may certify to be reasonably necessary for the protection of any person against injury arising out of the building operations in such manner as may be reasonably necessary for the purpose of any of the works aforesaid, in, at, near or in front of the Leased Premises (including any and/or all parking areas, whether reserved, unreserved, specified or un-specified)
- 5.8 The Landlord shall further be entitled by itself, its contractors and subcontractors, its architects, its quantity surveyors, its engineers and all artisans and all other workman engaged on the works to such rights of access to the Leased Premises, parking areas or any other areas as maybe reasonably necessary for the purposes aforesaid.
- 5.9 The Landlord shall further be entitled to lead pipes and other services through the Leased Premises should it be necessary to link such pipes or other services with any other premises provided that in doing so that the Landlord does not unduly interfere with the Tenant's beneficial occupation of the Leased Premises. In exercising its above rights, the Landlord shall use its best endeavours to cause as little interference with the Tenant's use and occupation of the Leased Premises.
- The Tenant shall have no claim against the Landlord for compensation, damages or otherwise, nor shall the Tenant have any right to remission or withholding of any amounts payable in terms of this Lease, by reason of any Interference with its tenancy or its use and occupation of the Leased Premises occasioned by any such repairs or building works as are herein before contemplated or arising from any failure or interruption in the supply of water and/or electricity and/or heating and/or any other amenities to the Leased Premises for the temporary cessation or interruption of the operation of any lifts, elevators and hoists in the Building.
- 5.11 It is specifically recorded that the purpose of these provisions, among other things, is to give the Landlord flexibility to control its investment in a competitive market in the Landlord's unfettered discretion.

6. MANAGEMENT AND USE OF THE LEASED PREMISES AND PROPERTY

6.1 The Tenant will abide by all rules made by the Landlord in respect of the management and use of the Property as advised by the Landlord to the Tenant from time to time. Such rules may among other things, be in respect of security, safety, fire, access, parking, common areas, the keeping or attaching of anything (also name boards) visible from outside the Leased Premises, waste management, delivery, refuse removal and other services. Such rules are to be reasonable and according to trade usage. A breach of such rules will be deemed a breach of the Lease.

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- The Landlord may reasonably control, restrict or deny access to the Property in the interest of security or safety and may secure the Property as it sees fit. The Tenant is responsible for the security of the Leased Premises at its own cost. The Tenant's security shall comply with the rules made by the Landlord referred to in clause 6.1 above and shall abide by the decisions of the Landlord's security service provider (if any).
- 6.3 The Tenant will use the Leased Premises for the purpose referred to in item 1.8 of the Lease Schedule hereof and may not use it for any other purpose. The Landlord does not warrant that any other premises in the Building will not be let for the same or similar purposes.
- The Tenant shall not permit any unlawful use of the Leased Premises or any use which is contrary to the conditions of title, registered servitudes and the provisions of the town planning scheme applicable in respect of the Property or in contravention of any laws applicable to the business from the Leased Premises, such as but not limited to the Consumer Protection Act No.68 of 2008 and the Environmental Conservation Act No. 73 of 1989 (with specific reference to the handling, storage, collection and disposal of waste). The Tenant hereby warrants that any information regarding goods or services, which are presented to the Landford for any purpose, including but not limited to advertising, marketing or publishing, shall not be in contravention of the said Consumer Protection Act and the Tenant hereby indemnifies the Landford and holds it harmless in respect of any claim whatsoever resulting from a breach of this warranty.
- The Landlord is not liable for any inconvenience or damage suffered by the Tenant on account of the interruption or temporary restriction of services to the Leased Premises, restriction or denial of access to the Property, the application of security or safety measures, maintenance and repair work and work to effect alterations, additions or removals. The Landlord undertakes to use its best endeavours to solve such problems with regard to services, access, security measures and/or works as soon as reasonably possible and with as little inconvenience to the Tenant as possible.
- 6.6 The Tenant shall not permit any object to be placed in the Leased Premises which exceeds the floor design load of the Bullding or of the Leased Premises.
- 6.7 The Tenant shall at all times ensure that no nulsance emanates from the Leased Premises.
- 6.8 No heating or air-conditioning appliances (other than as supplied by the Landlord, if any) may be used in the Leased Premises, unless the Landlord consents thereto in writing.
- 6.9 The Tenant may not overload the electricity supply to the Leased Premises and shall co-operate and comply with any Green Building and energy saving initiatives and measures imposed by the Landlord or any authority from time to time.
- 6.10 The Landlord may at any time place any licence or business notice on the exterior of the Leased Premises. "To Let" signs may, unless agreed otherwise in writing, only be placed on the exterior of the Leased Premises during the last 3 (three) months of the Lease Period and upon cancellation of the Lease in event of breach. During this period the Landlord will be entitled to show the Leased Premises to any prospective tenant.
- 6.11 The Tenant, as far as is reasonably practicable, undertakes to comply with the Occupational Health and Safety Act (Act 85 of 1993) and to provide and maintain a working environment that is safe and without risk to the health of all its employees, clients, invitees, visitors and contractors. The Tenant hereby indemnifies the Landlord and/or its managing agents and hold them harmless against any claims by any third parties arising from any loss or injury which may occur within the Leased Premises
- 6.12 The Tenant shall ensure that nothing shall be done, permitted or omitted contrary to the statutory provisions of the Tobacco Products Control Act No. 83 of 1993 as amended, from time to time, and/or any regulation, ordinance or by-law promulgated thereunder (the "Tobacco Act") which relates to the use of the Leased Premises by the Tenant and/or the Tenant's activities and occupation of the Leased Premises whereby the Tenant and/or the Landlord may be liable on conviction to a fine, penalty and/or imprisonment in terms of or under the Tobacco Act. In the event that the Landlord is found guilty of an offence and liable on conviction to a fine or penalty, the Landlord shall be entitled to recover the amount of such fine or a penalty from the Tenant on demand.
- 6.13 The Tenant will keep the Leased Premises continuously open during the Minimum Trading Hours referred to in 1.14 above and will at all such times conduct its business from the Leased Premises on a normal basis. Where the Tenant falls to keep the Leased Premises open for business during the Minimum Trading Hours as stipulated in 1.14 in the Schedule or at any time during the Lease period, The Landlord may impose a penalty of R500 (five hundred rand). The Landlord may reasonably after the Minimum Trading Hours with 30 (thirty) days' notice to the Tenant. The Tenant shall however not remain open for business at any times exceeding the Maximum Trading Hours as recorded in Item 1.14 of the Schedule.
- 6.14 The Tenant will keep all display windows transparent save as specifically agreed to in writing by the Landlord.

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- 6.15 The Tenant shall not, without the Landlord's written consent:
- display or sell merchandise, goods or objects on any party of the Property outside the Leased Premises; 6.15.1

6.15.2 operate a wholesale or factory outlet;

- conduct an auction, closing down or insolvency sale or display such notices in the shop front windows, 6.15.3
- The Tenant shall in the following events at its cost furnish the Landlord with an electrical certificate of compliance in respect of the electrical installations on the Leased Premises:
- 6,16.1 where the fitting-out of the Leased Premises has been undertaken by contractors appointed by the Tenant, in which event the necessary certificate must be delivered to the Landlord within 7 (seven) days after the date of occupation of the Leased Premises by the Tenant; and
- 6.16.2 within 7 (seven) days after vacating the Leased Premises, failing which the Landlord will be entitled to obtain the necessary certificate and recover the cost so incurred (including the cost of any work and equipment in order to obtain such certificate) from the Tenant.
- 6.17 The parties record that, should the Tenant or its agents request assistance from the Landlord or its agents in case of an alleged crime committed by any party and such assistance is granted (without being obliged to do so), the Tenant hereby indemnifies and holds the Landlord or its agents harmless against any claims resulting from such assistance by the Landlord or its agents.
- 6.18 The Tenant undertakes to:
- immediately Inform the Landlord, in writing, of any industrial action and/or process where an order is sought 6.18.1 or applied for in terms of which industrial action would be allowed in any location other than the Leased Premises, for example on the Property. The Tenant shall not wilfully agree to and shall oppose any application in terms of which any industrial action would be allowed in any location other than the Leased Premises for example on the Property (excluding the Leased Premises);
- 6.18.2 use its best endeavours to limit the noise levels and nuisance caused by any industrial action by its employees.
- 6.19 The Tenant indemnifies and holds the Landlord harmless against any protest, picketing, strike, unlawful occupancy, nuisance and disturbance carried out by any employees and/or third party/parties on the Leased Premises and/or the Property directed to or relating to the Tenant.

7. **EXCLUSION OF LANDLORD'S LIABILITY FOR DAMAGES**

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Neither the Landlord nor its agents or employees shall be liable for any loss of life or injury to person or damage which may be caused to any of the assets of the Tenant including stock-in-trade, fixtures, fittings, books, papers and otherwise in the Leased Premises or to the Tenant or its employees, invitees, customers or licensees in consequence of the overflow of water supply or any leakage or of any fault in the plumbing works or any electrical fault or by reason of the elements of the weather or of any work carried out on the part of the Landlord or its agents or employees in a proper manner or by reason of any latent or patent defects or as a result of any other cause whatsoever and the Tenant indemnifies the Landlord against liability for any damage or loss whatsoever which the Tenant's directors, employees, clients, servants, invitees, visitors or any other person may suffer on the premises, irrespective of the cause. No action by the Landlord, including in particular the provision of any security service to the Property, shall be construed in any way whatsoever as an acceptance by the Landlord of any responsibility whatsoever towards the Tenant or any other person.

CESSION AND SUBLETTING

The Tenant may not cede any of its rights or delegate any of its obligations in terms of the Lease or sublet or give up occupation of the Leased Premises (or part thereof) to any person without the prior written consent of the Landlord, which consent shall not unreasonably be withheld, however may be granted subject to terms and conditions. The onus is on the Tenant to prove unreasonableness.

BREACH AND CANCELLATION 9.

9.1 Should the Tenant: MO Initial

- fail to pay rental or any other amounts owed to the Landlord in terms of the Lease on due date; or 9.1.1
- 9.1.2 breach any other term of the Lease or

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9.1.3 breach any term of the Lease on 2 (two) or more occasions and the Landlord having required the Tenant, in writing, to remedy such breach and the Tenant commits a subsequent breach of the Lease (whether or not the breach is the same) and without requiring the Tenant to remedy such breach.

then the Landlord may, without prejudice to its other rights and remedles against the Tenant:

- 9.1.4 cancel the Lease on 7 (seven) business days' written notice to that effect given to the Tenant and retake possession of the Leased Premises; or
- 9.1.5 convert the Lease to one in which the Landlord is, but not the Tenant which shall continue to be bound for the full period of the Lease, entitled to terminate the Lease by giving 7 (seven) business days' written notice of termination to the Tenant, the remaining terms and conditions being otherwise unaffected.
- 9.2 If the Tenant is a private company or close corporation and it intends to change the holdings of its shareholders or members so that the shareholders or members who held the controlling interest when the Lease was entered into, will no longer do so, then:
- 9.2.1 the Tenant will inform the Landlord in writing of such intended change; and
- 9.2.2 obtain the Landlord's written consent to such change, which consent shall not unreasonably be withheld by the Landlord. The onus is on the Tenant to prove unreasonableness,

provided that should the Tenant fail to inform the Landlord of an intended change as contemplated in 9.2.1 or should the Landlord withhold its consent to any such change and the Tenant nevertheless proceeds to change the holdings of its shareholders or members, the Landlord may terminate the Lesse by giving the Tenant 1 (one) calendar month's written notice.

- 9.3 If the Tenant disputes any early termination of this Lease and remains in possession of the Leased Premises, it shall continue to pay the basic monthly rental and all other amounts payable by the Tenant to the Landlord in terms of the Lease on due date and will continue to fulfil its other obligations in terms of the Lease pending the determination of such dispute. The Landlord will be entitled to accept such payments without prejudice to any of its rights or remedies and shall not in any way whatsoever affect the Landlord's claim of cancellation or damages. If such dispute is resolved in favour of the Landlord, then any such payments made by the Tenant in terms hereof, will be deemed to have been paid on account of damages suffered by the Landlord as a result of the unlawful holding over by the Tenant of the Leased Premises.
- 9.4 If the Tenant remains in occupation of the Leased Premises after the expiry of the Lease Period, then the Tenant's occupation of the Leased Premises shall be on a monthly basis, subject to the increase as stipulated in the Lease Schedule of the basic monthly rental, improvement levy and parking rental payable by the Tenant in the month preceding the expiry of the Lease Period. The aforegoing shall be without prejudice to any rights of the Landlord in terms of this Lease or in law and shall not constitute a tenancy other than a lease on a monthly basis as recorded herein.

10. TERMINATION AND REINSTATEMENT

- 10.1 Upon termination of this Lease Agreement and handing back of the Leased Premises to the Landlord, the parties shall jointly inspect the Leased Premises and jointly complete and sign the Inspection Form which will form Annexure G hereto and which shall record all reinstatement requirements as well as any and/or all damage and/or defects in the Leased Premises which must be restored.
- 10.2 The Landlord shall, at the cost of the Tenant, attend to all such reinstatement, repairs and restoration as recorded in the check-out form envisaged in clause 10.1 above.
- 10.3 Notwithstanding what is recorded in 10.2 above, the Landford shall be entitled to request in writing that the Tenant attends to the reinstatement, repairs and restoration at its own cost in which event the Tenant will immediately upon receipt of such written request aftend to all work as recorded in the check-out form.
- 10.4 The Landlord shall further be entitled to direct the Tenant (in the event of the Tenant doing the reinstatement on the request of the Landlord) or in its sole discretion (in the event of the Landlord attending to the reinstatement at the Tenant's cost) not to remove any of the alterations and additions affected to the Leased Premises and which alterations and additions will become part of the Leased Premises and the property of the Landlord without any compensation being payable to the Tenant in this regard.
- 10.5 In the absence of the Inspection Form being duly completed and signed by the parties as set out in 10.1, the Tenant accepts liability for all costs incurred by the Landlord in reinstatement of the premises in accordance with this clause 10.

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11. INSURANCE

- 11.1 The Tenant shall take out and maintain throughout the Lease Period adequate insurance in respect of its business conducted from the Leased Premises and fixtures and fittings therein, to the satisfaction of the Landlord. If and when requested the Tenant shall furnish the Landlord with proof of such insurance as well as premiums paid.
- 11.2 The Tenant shall not at any time bring or allow to be brought or kept on the premises, any matter or thing or explosive or highly flammable goods or conduct any activity whereby the fire or any other insurance policy of the building may become void or voldable or whereby the premium for or excess payable of any such insurance may be increased. If the premium or excess for such insurance is increased as a result of a contravention of this clause, whether with the Landlord's written consent or not, the Landlord, without prejudice to any of its rights hereunder and without being obliged thereto may recover from the Tenant the amount due in respect of any additional premium or excess and the Tenant shall pay such amount immediately on notification from the Landlord. If the Landlord in writing directs the Tenant to immediately refrain from such conduct resulting in such increase, the Tenant shall do so, failing which the Landlord shall be entitled but not obliged to forthwith cancel this Agreement. Particulars of the insurance in respect of the Building and/or Leased Premises will be made available by the Landlord on written request from the Tenant.

12. DAMAGE AND DESTRUCTION

- 12.1 The Tenant shall be responsible for the cost of repair of all damage to the glass doors and windows of the Leased Premises.
- 12.2 If the Leased Premises or the Building is damaged or destroyed to such an extent that it becomes substantially unternantable and inaccessible, as determined by an independent registered assessor, for a period of at least one month, then either party may;
- 12.2.1 by written notice to the other, terminate the Lease from date of such damage or destruction; or
- 12.2.2 alternatively and by written agreement between both parties, the Landlord may rebuild or restore the Leased Premises or the Building, provided that during such rebuilding or restoration the basic monthly rental will be abated in accordance with the extent of any loss of use and occupation suffered by the Tenant.
- 12.3 In the event of either party terminating this Lease in terms of clause 12.2.1, then and in such an event, neither party shall have any claim of whatsoever nature against the other, arising out of such termination.

13. CREDIT VERIFICATION

The Tenant consents to the Landlord and/or its agents requesting any information available on any credit bureau regarding the Tenant and if applicable any sureties stipulated herein from time to time during the currency of this Lease as well as any extension thereof. The tenant further consents to the Landlord and its agent keeping records of all information provided by the Tenant.

- ADDRESS FOR SERVICE OF DOCUMENTS AND NOTICES (DOMICILIUM AND NOTICES)
- 14.1 The parties choose their address for service of documents and notices (domicilium citandi et executandi) for all purposes of the giving of any notice, the serving of any process and for any other purpose arising from this Lease, as follows:
- 14.1.1 The Landlord:

As set out in item 1.1 of the Schedule.

14.1.2 The Tenant:

The Leased Premises or the address as set out in item 1.2 of the Schedule.

- 14.2 Each party shall be entitled from time to time, by written notice to the other, to vary its address for service of documents and notices (domicilium) to any other physical address within the Republic of South Africa.
- 14.3 Any notice given by a party to the other party which is:
- 14.3.1 delivered by hand during the normal business hours of the addressee at the addressee's address for service of documents and notices (domicilium) shall be rebuttably presumed to have been received by the addressee at the time of delivery;

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- 14.3.2 posted by prepald registered post from an address within the Republic of South Africa to the addressee at the addressee's for service of documents and notices (domicilium) shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting.
- Any notice given by a party to the other party by fax or by e-mail shall be rebuttably presumed to have been received by the addressee on the date of successful transmission thereof.
- 14.5 Notwithstanding anything to the contrary in this clause 14 (and specifically 14.3), a written notice or other communication actually received by a party shall be adequate notice to it notwithstanding that the notice was not delivered to its given address for service of documents and notices (domicillum).

15. EXERCISE OF RIGHTS

- 15.1 Each party hereby consents to the jurisdiction of the Magistrate's court should either party institute legal proceedings out of that Court, notwithstanding that the amount in issue may exceed the jurisdiction of such Court.
- 15.2 Should the Landlord institute action against the Tenant pursuant to a breach by the Tenant of this Lease, then without prejudice to any other rights which the Landlord may have, the Landlord shall be entitled to recover all legal costs incurred by it, including attorney/client charges, tracing fees and such collection commission as the Landlord is obliged to pay to its attorneys, from the Tenant.

16. GENERAL

- 16.1 Any letting or reservation of parking space or storeroom on the Property for the benefit of the Tenant, if applicable and available, is arranged in the attached Lease schedule. If absent in the Lease schedule it will be expressly agreed upon in writing separately from this Lease.
- 16.2 The fitting-out of the Leased Premises will be expressly agreed upon in writing separately from this Lease.
- 16.3 If the Tenant is a partnership then by signature hereto, the individual partners of the Tenant bind themselves, both as a partnership and jointly and severally, for all the Tenant's obligations to the Landlord under or arising out of this Lease. Similarly, joint Tenants shall be jointly and severally liable for all their obligations as Tenants under or arising out of this Lease.
- 16.4 The Landlord may assign its rights and obligations in terms of the Lease to any other person by written notice to that effect given to the Tenant, which notice must be countersigned by the assignee accepting such assignment and the Tenant irrevocably hereby consents to such assignment.
- 16.5 The Tenant shall take all reasonable steps to ensure that its visitors and/or its employees, client and/or customers do not act in contravention of the Lease.
- 18.6 If the Landlord provides services to the Leased Premises or makes concessions which it is not obliged to provide pr make, then the Tenant does not acquire rights in respect thereof and the Landlord is not obliged to continue providing such services or making such concessions.
- 16.7 No relexation or indulgence which the Landlord may show to the Tenant, shall in any way prejudice the Landlord's rights hereunder, and in particular, without derogating from the generality of the aforegoing, no acceptance by the Landlord of rent or any other amounts owed to the Landlord in terms of this Lease, shall preclude or estop it from exercising any rights enjoyed by it hereunder.
- 16.8 This Lease incorporates the entire agreement between the parties and no alteration, cancellation or variation shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant who hereby acknowledge that no representations or warranties have been made by either the Landlord or the Tenant.
- Within 7 (seven) days after the end of each month, the Tenant will give the Landlord a statement of gross turnover for such month. The gross turnover is the price (general sales tax, VAT or any similar substituting tax excluded) of all goods or services sold or distributed (also to staff) on or from the Leased Premises by the Tenant or any other person conducting business on or from the Leased Premises. A person authorised by the Tenant will sign the statement and confirm that it is correct to the best of his knowledge. The Landlord will use such information in confidence only for the purpose of determining trade trends.
- 16.10 Should any one or more of the provisions of this Lease be unenforceable, void or in contravention of any legislation for any reason whatsoever, then such provision(s) shall be severed from this Lease and the remaining provisions shall be of full force and affect.

Tenant Initial
Witness initial
Landlord Initial
Witness Initial

Page 17 of 28

- 16.11 A certificate signed by a director, manager, internal accountant of the Landlord or the Landlord's agent (whose authority need not be proved) shall for all purposes be evidence at first glance (prima facie proof) of the matters therein stated.
- 16.12 The Tenant shall comply with the requirements of the Financial Centre Intelligence Act 38 of 2001. Without limiting the generality of the aforegoing, the Tenant shall furnish the Landlord with the documentation required by the Act, upon request by the Landlord.
- 17. LIMITATION OF LIABILITY

 Notwithstanding any provision contained in this Lease, same shall not limit or exempt liability attributable to gross negligence.

Tenant initial
Witness initial
Landlord initial
Witness initial

1

Page 18 of 28

ANNEXURE B

TENANT'S RESOLUTION

VINOSITY PTY LTD (Registration Number K2020762060)

(the "Company")

EXTRACT OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY PASSED AT JOHANNESBURG ON 28 January 2021

RESOLVED:

THAT the Company enters into a Lease with **Johannesburg Artists Market (Pty) Ltd** substantially upon the terms and conditions of the agreement submitted to and approved by the board of directors of the Company.

RESOLVED FURTHER:

- 1 THAT Overvoorde Makhomo acting in his capacity as Directors of the Company, be and is hereby authorised and empowered to -
- 1.1 negotiate the final terms and conditions of the agreement referred to in the preceding resolution;
- sign the said agreement and all other deeds or documents which may be necessary for the implementation of the abovementioned agreement; and
- 1.3 generally, do everything that may be necessary for the implementation of the abovementioned agreement,

and any agreement, deeds or documents signed by the said Overvoorde Makhomo acting under authority of this and the preceding resolution, will conclusively be deemed to be the agreement, deeds and documents authorised by this and the preceding resolution.

CERTIFIED A TRUE COPY

CHAIRMAN

Tenant initial Witness Initial Landlord Initial Witness Initial

Bhudaza Tavern

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION

lotice is hereby given that is the intention of the erson whose details are et out below to lodge an polication for Bhudaza avern to the secretary of the local committee of

Full names of the policant: Rammopo loses Nthare Intended trading name: hudaza Tavern

hudaza Tavern
I Identity number of egistration number of the ipplicant: 7101205350084
Full address and ocation of the premises; stand 1181 Ntswaral
Type of license applied or: Bastaurant (On onsum

onsum
onsum
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Nam
nd nature of
ducationar institutions
within a radius of 1
illometer from the
premises in paragraph 4:

vone

/ Names and distances to imitar licensed premises within a radius of 1 dlometer from the premises in paragraph 4:

None
3. Places of worship within
a radius of 1 kilometer
from the premises in
paragraph 4: None
THE STAR)

Chill Corner Restaurant

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION

Notice is hereby given that it is the intention of the person whose details are set out below to lodge an application for Chill Corner Restaurant to the secretary of the local committee of Tshwand

 Full names of the applicant: Mottalepula Gastinah Mashego.
 Interided trading name: Chill Corner Restaurant Registration number of the applicant 800829561088

4. Full address and 4. Full address and location of the premises: 1616 Mashego Stand Winterveld 5. Type of "

Winterveld
5. Type of license applied
for: Restaurant
6. Names and nature of
educational institutions
within a radius of 1
kilometer from the

premises in paragraph 4: None 7. Names and distances to similar licensed premise within a radius of kilometer from the kilometer from the premises in paragraph 4:

None
8. Places of worship within a radius of 1 kilometer from the premises in paragraph 4: None (THE STAR)

Fat Barista

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION 24 OF THE LIQUOR ACT, 2 OF 2003

(710) LIQUOR ACT

. r.8"

Fresh Yumm

Gauteng Liquor Act, 2 of 2003 Notice of Application for a license in terms of Section 24

Notice is hereby given that it is the intention of the person whose details are person whose details are set out below to lodge an application for a restaurant liquor license to the Secretary of the Regional Offices of Johannesburg Local Committee of Johannesburg, Magisterial District Randburg Randburg District District Metropolitan Johannesburg February 2021

 Full name of applicant:
Fresh Yumm (Pty) Ltd
 Intended Trading Name:
Fresh Yumm
 Identity number or
Registration number of the
applicant: 2015/126118/07
 Full address and applicant: 2015/126118/0/
4. Full address and location of the premises: Randridge Mall, Shop 242, John Vorster Road and Kayburn Road, Portion 1 of Remainder of Erf 1828, Randpark Ridge, Extension 6, Randburg, 5. Type of licence applied for: restaurant liquor

for: restaurant 6. Name and nature of educational institutions educational institutions within a radius of 1 kilometre from the premises in paragraph 4: Trinity House Randpark Ridge, Rand Park Primary, Randpark Ridge Ridge, Kand Park Primary,
Randpark Ridge,
Montessori, Kosi Kase,
Randpark Ridge
Montessori - to the best knowledge of the applicant 7. Names and distances to similar licensed premises within a radius of 1 within a radius of 1 kilometre from the premises in paragraph 4: Simply Asia Honeydew, Roccomamas – to the best Roccomamas - to the best knowledge of the applicant 8. Places of worship within a radius of 1 kilometre from the premises in paragraph 4: Weltevredenb Chapel Family Bible Church - to the best Church – to the best knowledge of the applicant Signed at Pretoria on this 18th day of January 2021 Signature of applicant or authorised person In terms of Section 24(4) of in terms of securin 24(4) of the Liquor Act supra Interested persons are invited to lodge objections in terms of Section 25 of the Act to the local committee.

Notice prepared by : THE LIQUOR BUZNIZ CONSULTANTS

CONSULTANTS
Physical Address:
202 Keuning Street,
Meyerspark, Pretoria, 0184
Telephone Number:
+27 (012) 803-6784
Cell Number:
+27 83 271 0940
(THE STAR)

Giovanni Pane Vino

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION 24 OF THE LIQUOR ACT, 2 OF 2003

Notice is hereby given that it is the intention of the

(710) LIQUOR ACT

HOLLYWOOD BETS PRETORIA

GAUTENG LIQUOR ACT, 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 a Gaming Premises Liquor Licence to the secretary of the local committee of Tshwane.

1. Full names of the applicant: Hollywood Sportsbook Gauteng (Pty) Ltd

2. Intended trading name: Hollywood Bets Pretoria
3. Registration Number of the applicant: 2008/012291/07

4. Full address and

2008/012291/07
4. Full address and location of the premises: Shops 0001 & 0002, Schoepaul Building, Street, Portion 6 of Erf 509 Pretoria, Pretoria

509 Pretoria, Pretoria CBD.

5. Type of licence applied for: Gaming Premises Liquor Licence atternatively any other licence that the Board, in its discretion, will deem appropriate.

6. Names and nature of educational institution within a radius of 1km from the premises in paragraph 4. Damelin College, My School, St. Ignattus College, PC Training College, PC Training College, PC Training College, PC Training College, PC College, Pollege, College, PC College, College, College, College, College, College, City College, City College, City College, City College, Pretoria Secondary School, Berea Summit College.
Secondary
Pretoria
School, College. Tahwane Secondary School, Pretoria Secondary School, Pretoria Secondary School, Berea independent School, UNISA, Ed U College (to the best of the applicant's knowledge) 7. Names and distances to similar licensed premises to similar licensed premises in paragraph 4. None, although there are numerous on- and off-consumption liquor licensed businesses within the CBD of Pretoria (both in the same centre removed some 450m) (to the best of the applicant's knowledge) 8. Places of worship within a radius of 1km from the premises in paragraph 4: St Albans Cathedral, Zoe Tabernacle, Pta Dowintown Church, Cathelic Cathedral, City

St Albane Cathedral, Zoe Tabernacle, Pta Downtown Church, Roman Catholic Cathedral, City Missionary, Geref. Kerk Pretoria, International Church of Pretoria, Melodi Ya Tshwane, Universal Church of the Kingdom of God, Christ Embassy, Presbyterian Church, Baptist Church, Doxa Deo Inner City, 7th Day Adventist Church, Calvary Christian Church (to the best of the applicant's knowledge). PIET SNYMAN Tommy Vorster

Tommy Vorster Piet Snyman
Tel: (011) 823-5167/8
Fax: (011) 823-5183
E-mail: psnyman@acenet.co.za

Lins Liquor

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN

(710) LIQUOR ACT

My Son's Place

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION

Notice is hereby given that it is the intention of the person whose details are set out below to todge an application for My Son's Place to the secretary of the local committee of Tshwane

Full names of the applicant: Sipho John Konyana 2. Intended trading name: My Son's Place 3. Identity 'number or Registration number of the applicant's

applicant: 76022557533085

4. Full address and location of the premises: 86 Block HH Soshanguve

86 Block HH Soshanguve Tshwane 5. Type of license applied for Restaurant 6. Names and nature of educational institutions within a radius of 1 kilometer from the premises in paragraph 4. There is a School around 7. Names and distances to similar licensed premises within a radius of 1 kilometer from the premises in paragraph 4. Pick N Pay Liquor 8. Places of worship within a radius of 1 kilometer from the premises in paragraph 4. There is church around (THE STAR)

Roots Grill - Nkomo Village

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION 24 OF THE LIQUOR ACT, 2 OF 2003

Notice is hereby given that it is the intention of the person whose details are set out below to lodge an application for a Restaurant Liquor Licence

Restaurant Liquor Licence

1. Full names of applicant:
Robchells Retail CC
2. Intended trading name:
Roots Grill — Nkomo
Village
3. Identity Number or
Registration number of the
applicant: 2008/238978/23
4. Full address and
location of the premises:
Shop: No. D03 — Nkomo
Shopping Centre, 13 Tiou
Street, Atteridgeville
Extension 5, situated on
Erf 9043, 9044 and 9045
5. Type of licence applied
for: Restaurant Liquor
Licence

for: Restaurant Liquor Licence
6. Names and nature of educational institutions within a radius of 1 kilometer from the premises in paragraph 4: To the applicant's knowledge: Saulridge Secondary School, Bud Mbelle Primary School, Hofmeyer High School, Phelindaba.
7. Names and distances to similar licensed premises within a radius of 1 kilometre from the premises in paragraph 4:

niometre from the premises in paragraph 4: To the applicant's knowledge: Zebros (Nkomo Shopping Centre, Starch Bunch (Approximate) (Approximately

(Approximately 4/25 Metres) 8. Places of worship within a radius of 1 kilometre from the premises in paragraph 4: To the applicant's knowledge: El Shalom international Assemblies of God, Universal Church of the Kingdom of God, Church

710

LIQUOR ACT

Vinosity

LIQUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION 24 OF THE LIQUOR ACT, 2 OF 2003

Notice is hereby given that it is the intention of the person whose details are set out below to lodge an application for a Special Liquor Licence (Off — Consumption) (On-line)

Full names of applicant:
Vinosity (Pty) Ltd
 Intended trading name:

2. Intended trading name:
Vinosity
3. Identity Number or
Registration number of the
applicant: 2020/762060/07
4. Full address and
location of the premises:
27 Boxes Melville - Unit
117 -74 - 4th Street,
Melville - Johannesburg
Situated on Erf 973
Melville, Johannesburg
5. Type of licence applied
for: Special Liquor Licence
(Off - Consumption) (Online)

o. Type or ficence applied for Special Liquor Licence (Off - Consumption) (Online)

6. Names and nature of educational institutions within a radius of 1 kilometer from the premises in paragraph 4: To the applicant's knowledge: Melpark Primary School, Johannesburg School for the Blind, Sparrow Foundation School. 7 Names and distances to similar licensed premises within a radius of 1 kilometre from the premises in paragraph 4: To the applicant's knowledge: None 8. Places of worship within a radius of 1 kilometre from the premises in paragraph 4: To the applicant's knowledge: None 8. Places of worship within a radius of 1 kilometre from the premises in paragraph 4: To the applicant's knowledge: Norle Serformeerde Church, Kruis Gemeente. Church, Nederduitse Gereformeerde Church, Community in Christ Church, The Potters House Melville, St. Peters Angelican Church Signed at Pretoria on 01 February 2021. Signature of the applicant or an authorised person Paula da Silva + Va Dynamic Consultants (012) 333-1254 (THE STAR)

V'S LIQUOR CELLARS

GAUTENG LIQUOR ACT, 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 a Liquor Store Licence to the secretary of the local committee of Johannesburg.

1. Full names of the applicant: Vinesh Chetty
2. Intended trading name: V's Liquor Cellars
3. ID Number of the applicant: 670531 5098

applicant: 670031 0098 085
4. Full address and location of the premises: Shop 2, Middy's Mall, corner Le Roux Avenue and Smuts Road, Erf 242, Halfway Gardens Extension 1, Midrand, Randburg. 5. Type of licence applied for Liquor Store Licence alternatively any other licence that the Board, in its discretion, will deem appropriate

(711) LOST DEED

FORM KKK LOST OR DESTROYED BOND

Notice is hereby given in terms of Regulation 68 of the Deeds Registries Act, 1937, of the intention to apply for the cancellation of Mortgage Bond B76150/2004 passed; by KEVIN CHARLTON NUMBER 770103 5173:08 3 AND MICHELLE ROSE PETERSEN IDENTITY NUMBER 670409 0136 01 2 MARRIED IN COMMUNITY OF MARRIED IN COMMUNITY OF MARRIED IN COMMUNITY OF ACTUAL ACTUAL OF ACTUAL ACTUAL OF Which has been lost or destroyed. All interested persons having objection to the issue of such copy are hereby required to lodge same in writing with the Registrar of Deeds at Johannesburg comer von Wielligh and Jeppe Street, Johannesburg within awo weeks after the date of the publication of this notice. DATED at DUNKELD WEST on the 29th day of January 2021. Applicant: FAURIE NELL INC. 1ST FLOOR, 2 ALBURY PARK PARK, ALBURY ROAD DUNKELD WEST REFERENCE: MOEKETS! MOEKETS! ANNAH MAT22372-BCS TEL: 011 560-7100 Annah@fninc.co.za, (THE STAR)

LOST OR DESTROYED DEED

Notice is hereby given in terms of regulation 88 of the Deeds Registries Act, 1937, of the Interior on the Deeds Registries Act, 1937, of the Interior of a certified copy of Notarial Deed of Kr1502/209S peased by REGISTRAR OF DEEDS at JOHANNESBURG in favour of GLORIA CAROLE TRUTER Identity Number 44/0303 0013 08 2. in respect of certain An Exclusive Use Area described as PARKING NO P19 measuring 12 (Twelve) square metres, being as such part of the common property, comprising the land and building or buildings situate at NORTHCLIFF TOWNSHIP LOCAL AUTHORITY: CITY OF JOHANNESBURG MUNICIPALITY and An Exclusive Use Area described as PARKING NO P20 measuring 12 (Twelve) square metres, being as such part of the common property, comprising the land and building or buildings situate at NORTHCLIFF TOWNSHIP LOCAL AUTHORITY: CITY OF JOHANNESBURG MUNICIPALITY and An Exclusive Use Area described as GARDEN NO G7 measuring 49 (Forty Nine) square metres, being as such part of the common property, comprising the land and building or buildings situate at NORTHCLIFT TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG MUNICIPALITY, and An Exclusive Use Area described as GARDEN NO G7 measuring 49 (Forty Nine) square metres, being as such part of the common property, comprising the land, and

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OF SECTION 24 OF THE
LIQUOR ACT, 2 OF 2003
Notice is hereby given that it is
the intention of the person

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MASSAGES

2.Intended trading name: Fat Barista 3. Identity Number or Full address and location of premises: Shop No. 1 rene Centra. 298 Sevena Perioria, situated on Erif 7/1/14 Garstonien Extension Pretoria 5. Type of licence pied for. Resizuaran Liquor since 8. Namee and nature of stration number of the icant: 2020/888013/07

(Approximately 800 meters away) Red Cloud Spur (Approximately 730 meters away) Forti Grill and Bar, La Rosa Mexican Grill, Beerhouse Time Square, Shun de Restaurant, Tatso Buffet, Rockets, Megusto, Something, Ocean Basket, The Spurch Cooking by Jonath Spurch Cooking by Jonath Spurch Cooking by Jonath Spurch Cooking Basket, The knowledge: Stadimission Pretoria, NG Gemeente Garstonein, Glen Methodist Church, NHK Wapadrand and Pretoria Wesleyan Church Syned at Pretoria on 26 January 2021, Paula da Sikra Sun Lounge, Kung fu Cowboy, Ribs and Burgers, Guy Fedr's Kitchen (Ail in the Time Square Casino Approximately 850 meters away) Koi, Tashas, Salas Madxian Grill, Tum 'n Tender, Mythos, Old Town Italy Shopping Centre approximate 900 meters away) 8.Places of worship within a radius of kilometre from the premises ises within a radius of etre from the premises I sraph 4: To the applicant in the Menlyn Mai

390910AN

the intention of the person whose details are set out below to lodge an application for a restaurant liquor license to the Scorelary of the Regional Offices of Johannesburg Local Committee of Johannesburg Mestropalities of Scorelary algesteric Dietrict Randburg Mestropalities of Score Gauteing Liquor Act, 2 of 2003. Notice of Application for a Notice is hereby given that license in terms of Section 24

Lounge (Approximately 250 metres away). Dose Hut Fourways (Approximately 640 metres away). 8.Places of worship within a radius of 1 kilometre from the premises in paragraph 4: To the applicant's knowledge: Keystone Church and City Centre Life Church Signed at Pretoria on 01 February 2021. Paula da Silva by Dynamic Consultants (012) 333-1254. castances to entreat increased premises within a radius of 1 kilometre from the premises in paragraph 4: To the applicant is knowledge. The Mediteranean Kitchen and Eloneni Braal

Hollywood Bets Pretorts
GAUTENG LIQUOR ACT,
2003 NOTICE 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 a Garming Premises Liquor Licence to the secretary of the applicant: Hollywood Sets Pratoria 3. Registration Number of the applicant: Hollywood Bets Pratoria 3. Registration Number of the applicant: 2008/01/2291 107.4. Full address and location of the premises: Shops 0001 & 0002. Schoepaul Building, 292. 294. Paul Kruger Street, Portion 6 of Erf 509 Pretoria, Pretoria CBD, 5.Type of licence applied for Garming Permises Liquor Licence - alternatively any other iscence - alternatively any other iscence - that the Board, in its discretion, will deem appropriate of educational institution within a radius of Iraning Codege, Ratifield Gradusta Institution, Rosebank Codege, PC Training Codege, Ratifield Gradusta Institution, Rosebank ege, Brooklyn City Colle pe College, Lyce

although there are numerous on- and off- consumption liquor ficensed businesses within the CBD of Pretons (both in the same centre removed some 450m) (to the best of the applicant's knowledge) 8.Places of worship within a radius of Idm from the premises in paragraph 4: St Albans Cathedral, Zoe Tabernade, Pla Downtown Church, Roman Catholic Tshware University of Technology, Summit Coffoge, City College, Tshware Secondary School, Personia Secondary School, UNISA, Ed U College to the best of the applicant is knowledge) 7. Names and distances to the college to the college to the best of the applicant is knowledge) 7. Names and distances to the college to the similar licensed premises within a radius of 1km from the premises in paragraph 4: None, although there are numerous

HUS OF T

Notice is hereby given that it is the first into the first into the person whose details are set out below to lodge an application for a Liquor Shore Licence 1.Full names of applicant: Lins Liquor Shore Licence 1.Full names of applicant: Lins Liquor (Pty) Ltd 2. Intended trading name: Lins Liquor 3. Identity Number or Registration number of the applicant: 2021/343628 074.Full address and location of the premises: Crescent Place, 21 Hedtie Street, Comercial Consistence applied for Liquor Store Licence 6. Names and status of the different premises. LIGUOR ACT, 2003 NOTICE OF APPLICATION IN TERMS OF SECTION 24 OF THE LIQUOR ACT, 2 OF 2003 idiometer from the premises it paragraph 4: To the applicant's traveledge. Hisch Lyons Boys High School and Cyrildene Primary School. 7. Names and ture of education turions within a radius of

distances to similar licensed premises within a radius of 1 idiometre from the premises in paragraph 4: To the applicant's knowledge; Castle Lite Trade Up-Front Liquor (Approximately 300 meters). Ww liquor (approximately 580 meters) and Bruma City Liquor (approximately 580 meters) within a radius of 1 kidometre (Approximately one kidometre (Approximately one kidometre from the premises in paragraph 4: To the applicant's knowledge; Methodisch 10 fifte and Masjid Imdasadiya Signed at Pretoria on 01 February 2021. Paula da Silva 16 Dynamic Consultants (012) 333-1254.

Roots Grill - Nicomo Village
LIQUOR ACT, 2003 NOTICE
OF APPLICATION IN TERMIS
OF SECTION 24 OF THE
LIQUOR ACT, 2 OF 2003
Notice is hereby given that it is
the intention of the person
whose details are set out below
to lodge an application for a
Restaurant Liquor Licence

NW016065

Blind, Sparrow School. 7.Na

Foundation

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Trender Zilmented by Arran Kwandengezi Bodtle Store 3, Identity number of registration number of applicant 9603289341085 A.Full address and location of premises 35541 Haitywayo Street, Orlando 5.Type of Iticence applied for Liquor store license in terms of Section 42 of the Liquor Act 2 of 2003 (Onicensed premises with a radius of 1 kilometre, from the premises in paragraph 4. N/A 8. Places of worship within a radius of 1 kilometre from the THE GAUTENG LIQUOR ACT Consumption) 6.Names and nature of educationa institutions within a radius of killometre from the premises paragraph 4 N/A 7.Nam and distances to simi applicant. 7.Names and distances to similar licensed premises within a radius of 1 kilometre from the premises in paregraph 4. Parkview Shopping Centre Tranna n the main to the best knowledge of the

approximately

premises in paragraph4-N/A Abaniu Liquor Laws Thabo Thobelo, 1646 Nancofield road Mofolo central Soweto, Soweto, 1801 Tel. 083 725 7708. E-mail thabo®

NW016066

abantufiquorficense.co.za LV015678 radius of 1 kilometre from the premises in paragraph 4: N G Kerk Moreleta: Christian Church Moreleta: the applicant Church Moreleta to the best knowledge of the applicant of the applicant of applicant or authorised person in terms of Section 24 (4) of the Liquor Act supra interested persons are limited to lodge objections in terms of Section 25 of the Act to the local committee. Notice prepared by: THE LIQUOR BUZNIA CONSULTANTS Physical Address:202 Keurling Street, Meyerspark, Pretoria 0184 Telephore Number: 427 (012) 803-8734 Cell Numb meters away to the best knowledge of the applicant 8.Places of worship within a

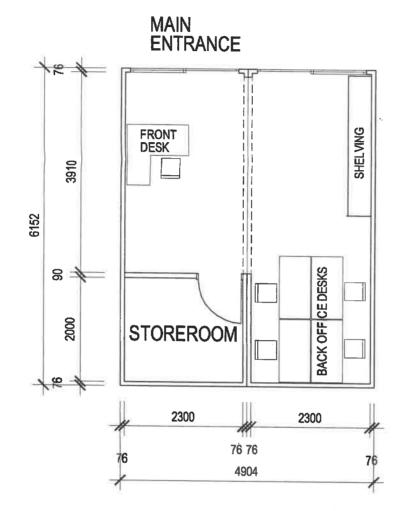
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Lassy Mavunda 2.Intended trading name Milne's Place 3. Identity number or registration number of applicant 8401235652080 4.Full address premises in paragraph 4 * NVA 8. Places of worship within a radius of 1 kilometre from the premises in paragraph4-NVA Abantu Liquor Laws Thabo Tihobelo, 1646 Nancefield road radius of 1 kilometre from the premises in paragraph 4 NA 7. Names and distances to similar licensed premises with a radius of 1 kilometre from the of Section 42 of the Liquor Ac 2 of 2003 (On- Consumption and location of premises 4874
Illanga Street, Kanana Park,
Ext 5.5. Type of licence applied
for Restaurant license in terms 1. Full names of applicant Luck habo@abantuliquoriicense.co.ze central Sow 1801 Tel. 083 E-mai

licence applied for: Special Liquor Licence (Off - Consumption) (On-line) 6.Names and nature of educational institutions within a radius of 1 kilometer from the premises in paragraph 4: To the applicant strong School, Johannesburg School for the Notice is hereby given that it is the intention of the person whose details are set out below to lodge an application for a Special Liquor Licence (Off Consumption) (On-line) 1:Full names of applicant: Vinosity (Pty) Lid Zintended trading name: Vinosity 3.Identity (Pty) Lid Zintended trading of the applicant: 2020/762060 /07 4.Full address and location of the premises: 27 Boxes Melville - Unit 117 -74 - 4th Street, Melville , Johannesburg - Situated on Erf 973 Melville, Johannesburg - Struated 973 Melville, Johannesburg - Struated 973 Melville, Johannesburg - Struated 973 Melville, Johannesburg - St Vinosity
LIQUOR ACT, 2003 NOTICE
OF APPLICATION IN TERMS
OF SECTION 24 OF THE
LIQUOR ACT, 2 OF 2003

Johannesburg, 1 Full names of the applicant: Vinesh Chetty 2.Interded trading name: Vs 2.Interded trading name: Vs Liquor Cellars 3.ID Number of the applicant: 670531 5098 085 4.Full address and location of the premises: Shop 2, Middy's Mall, comer to Roux Avenue and Smuts Road, Erf 242, Halfway Gardene Extension 1, Midrand, Randburg, 5. Type of licence applied for Liquor 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 a Liquor Shore Licence to the secretary of the Store Licence alternatively any other licence that the Board, in its discretion, will deem appropriate. 6. Names and nature of educational institution within a radius of lkm from the premises in paragraph 4. Betterza School, Halfway House Primary School, Curro Midrand (to the best of the applicant's knowledge) 7. Names and ocal committee of knowledge) 7.Names and distances to similar licensed premises within a radius of 1km

from the premises in paragraph
4: Tape & Spar Voma Valley
850m (to the best of the
applicant's knowledge)
8.Places of worship within a
radius of 1km from the
premises in paragraph 4: Acts
Christian Campus (to the bestof the applicant's knowledge).
PIET SNYMAN Tommy Vorster
Piet Snyman Tel: (011)
823-51678 Fax: (011) mail:psnyman@acenet.co.za KP044563



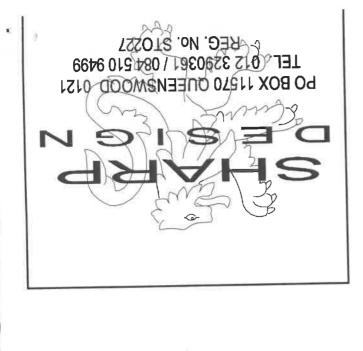
GROUND FLOOR PLAN SCALE 1:100

PRI FL VI UI 27 74 MI

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BACK OFF CE DESKS

SHELVING

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