



**PROOF OF RECEIPT OF DOCUMENTS SUBMITTED WITH LODGEMENT**

**NAME OF PREMISES :** THE COUNTESS  
**APPLICANT :** LERUMO PROPERTIES (PTY) LTD  
**CONSULTANT :** MANDLA SIMON NDLOVU  
**IN TERMS OF SECTION :** 23

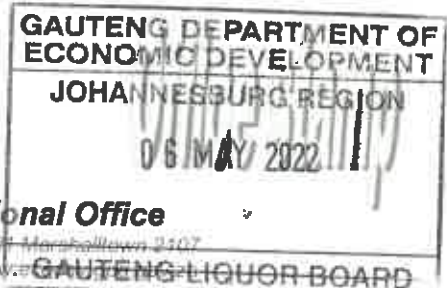
**DOCUMENTS SUBMITTED:**

TYPE OF SECTION ( 1 Original set & 1 Copy set )	23	39	40	43	104	89
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
APPLICATION FORM and COMMISSIONED --	S21(5)(a) ✓	S39	S40(3)(a)	S43	S104(2)	
LODGEMENT FEES receipt	S2 ✓	S39	Regulations	Regulations	S104(2)	
REPRESENTATION / MOTIVATION in writing	S21(5)(a) ✓	S39		S43	S104(3)	S89
DESCRIPTION of premises in writing	S21(5)(a) ✓			S43		
SMOKE Affidavit & marked on plan	S21(5)(a) ✓ 1(5)			S41(5)	S41(5)	
500 meter Affidavit	S21(5)(a) ✓					
SAPS clearance certificate – original	S23(1)(l) ✓	S39(4)(b)	40(3)(a)		S104(3)	
SARS clearance certificate – original <i>From I-Service</i>	S2 ✓	S39(4)(b)			S104(3)	
ASSOCIATION membership certificate or other proof	S21(5)(a) ✓				S104(3)	
PLO – Proof of lawful occupation – <i>Can't grant IN VACUO</i>	To verify ✓				To verify	
ID – Certified copy of applicant's ID - <i>To verify no. &amp; names</i>	To verify ✓	Board	To verify		To verify	
WORKING & RESIDENTIAL PERMIT If non SA citizen	S37(1)(k) N/A ✓	S39(4)(u)	S40(2)		S104(3)	
COI – Cert. Of Incorporation – If Applicable	S21(5)(a) ✓ S37	S37			S37	
RESOLUTION – If more than one member – If applicable	S37 ✓	S37			S37	
LAA – Local Auth. Approval – Tavern, pub, pool club; liquor store, night club Sec 23 (1) (d) & Sec 23 (4)	S21(5)(a) ✓ & 4					
PLAN – with demarcations & showing smoke area if applicable Sec 23 (1) (b)	S23(1)(b) ✓			S43		S89
PHOTO'S – in colour, showing internal & external features Sec 23 (1) (c)	S21(5)(a) ✓			S43		S89
MENU – If on-consumption - food	Verify type of business ✓					
2 X NEWSPAPER adverts – Original pages of current dates	S21(5)(a) ✓					
GOVERNMENT GAZETTE notice – Original page	S21(5)(a) ✓ 24					
ZONING DOCUMENTS – where applicable	S41(5) ✓					
2021/2022 RENEWAL NOTICE COPY & receipt or payment proof – If not renewed, license has lapsed & transaction can't be done .....		To verify	To verify	To verify	To verify	
AMENDED FOUNDING STATEMENT WITH NEW PARTICULARS		To verify				

RML/MyDoc/Forms/App1Sec23 to 104 Checklist of rec/

This document is to acknowledge receipt of the marked documents submitted with lodgement. The correctness of the documents have not yet been analyzed.

Signed: *[Signature]*



**Liquor Licensing – Johannesburg Regional Office**

124 Main Street Streets, 2<sup>nd</sup> Floor Johannesburg \* Private Bag X07 \* Marshalltown 2107

Telephone +27 (11) 085 2265 \* Facsimile +27 (11) 000-0000 \* www.gauteng.gov.za

**GAUTENG LIQUOR BOARD**



**MS NDLOVU CONSULTING cc**

The Chairperson  
Gauteng Liquor Board  
124 Main Street  
Johannesburg

06/05/2022

**Re: Application for a Pub Liquor License in terms of Section 23  
of the Gauteng Liquor Act for The Countess**

**GLB7000015470**

Dear Sir/Madam.

Please receive an application for a Pub liquor license in terms of Section 23 of the Gauteng Liquor Act 2 of 2003.

Regards

MS NDLOVU Consulting



[8 Hillside Street, Parktown | 0847434430 | 011 480 0000]

[www.mndlovu.co.za](http://www.mndlovu.co.za)



**FNB**

## **NOTIFICATION OF PAYMENT**

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

Date Actioned : 2022/05/06  
Time Actioned : 10:40:11  
Trace ID : 71CGCKHJ

### **Payer Details**

Payment From : M.s.ndlovu Consulting  
Cur/Amount : ZAR2,000.00

### **Payee Details**

Recipient/Account No : .. 306757  
Name : Gauteng Liquour Boar  
Bank : Standard Bank  
Branch Code : 051001  
Reference : Glb7000015470



**END OF NOTIFICATION**

To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select the "Verify Payments" link and follow the on-screen instructions.

Our customer (the payer) has requested First National Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.



**FNB**

## **NOTIFICATION OF PAYMENT**

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

---

Date Actioned : 2022/05/06  
Time Actioned : 10:49:06  
Trace ID : BCKMDKHJ

### **Payer Details**

Payment From : M.s.ndlovu Consulting  
Cur/Amount : ZAR250.00

### **Payee Details**

Recipient/Account No : . . 306757  
Name : Gauteng Liquour Boar  
Bank : Standard Bank  
Branch Code : 051001  
Reference : G1b7000015470



**END OF NOTIFICATION**

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To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select the "Verify Payments" link and follow the on-screen instructions.

Our customer (the payer) has requested First National Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.



APPLICATION REFERENCE NUMBER **GLB7000015470**

**DOCUMENT FORMALITIES**

Application Type ~~Occasional Permit~~ **NEW APPLICATION**  
 License Type **Pub**  
 Applicant  Natural Person  Non-Natural Person (Trust, Company, Partnership or Close Corporation)

**SECTION 0**

Application Submitted by:

I am the applicant  I am, a consultant / agent, submitting on behalf of the applicant

First Name **Mandia** Surname **Ndlovu**  
 Second Name **Simon** Street Number **8**  
 Street Name **Hillside Street** Suburb **Parktown**  
 City **Johannesburg** Code **2196**  
 Mobile Phone **0723254652** Land Line **010 745 6619**

**LICENSE COST**

AMOUNT **R 2000.00**  
**2250.00**

**PAYMENT DUE**

AMOUNT **R 2000.00**  
**2250.00**

Email Address

**SECTION 1 - APPLICANT DETAILS**

1.1 Name of Business **Lerumo Properties (PTY)Ltd**  
 Surname of Applicant **N/A**  
 1.2 Age of the Applicant **0**  
 1.3 Company Registration Number **2018/033190/07**  
 Residential Address or Registered Office Address  
 Street Number **12**  
 Street Name **Cnr 4th & Rabbie Streets**  
 1.4 Suburb **Fountainbleau Village**  
 City **Randburg**

INPUT





1.5	P.O. Box Number	P. O. Box 18038
	Postal Code	1419
1.6	Business Telephone Number	0847434430
1.7	Email Address	info@msndlovu.co.za
1.8	Cellphone Number	084 743 4430
	<b>Physical Address of the premises for which the liquor permit is required</b>	
	Street Number	76
	Street Name	4th Avenue
1.9	Suburb	Shop 01, 27 Boxes Shopping Centre
	City	Melville, JHB
	ERF Number	00431

**SECTION 2 - APPLICANT ENVIRONMENT**

IS THE APPLICANT A PERSON WHO:-

- |     |   | INPUT   |
|-----|---|---|
| 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?  | <input type="radio"/> YES <input checked="" type="radio"/> 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 ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.3 | is not domiciled in the Republic?   | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.4 | is an unrehabilitated insolvent ?   | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.5 | is a minor ?  | <input type="radio"/> YES <input checked="" type="radio"/> NO |
| 2.6 | is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4) ?  | <input type="radio"/> YES <input checked="" type="radio"/> NO |

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

- |     |   | INPUT   |
|-----|---|---|
| 2.7 | has a controlling interest in such a company, closed corporation or trust ? | <input type="radio"/> YES <input checked="" type="radio"/> NO |



2.8 is a partner in such a partnership ?

YES  NO

2.9 is the main beneficiary under such a trust ?

YES  NO

**SECTION 3 - GENERAL DETAILS**

**INPUT**

State the **name, identity number and address** of each person, including the applicant, who will have any financial interest in the business and in each case the **nature of such interest**. If the applicant is a public company, statutory institution or a cooperative as contemplated in the cooperatives ACT, 1981 (ACT number 91 of 1981), it shall be

3.1 sufficient if only the **name and postal address** of such company, statutory institution or co-operative, as the case may be, the name of such director (if any), thereof and the nature and extent of the financial interest of such company, statutory institution or co-operative are furnished and not also the interests of individual members of such company statutory institution or co-operative. INPUT TABLE BELOW

	Name	Surname	Identity Number	Address	Nature Of Interest / Notes
1.1	Kuhle Antonu	Mthonjeni	7403155684086	133 Kanyin Leeuwkop Rd Paulshof	100%

3.2 State the applicants **financial interest** in the liquor trade in the Republic and if the applicant is a private company, closed corporation, partnership or trust, also of every shareholder, member or partner thereof or beneficiary there under. (If the applicant or the said shareholder, member, partner or beneficiary has no such interest, this fact shall be specifically mentioned).

N/A

3.3 In the case of an application for a liquor store licence, sorghum beer for off-consumption or micro manufacturer's licence is the applicant a manufacturer of liquor or the agent.

YES  NO

4 State type of liquor applicant intends selling

All types

In the case of an application for a micro-manufacturer's licence :-

5.1 Is the applicant a person who manufactures fermented beverages ?

YES  NO

5.2 State the volume of liquor produced or the volume of liquor intended to be produced by the applicant per year.

0 - 500 liters



<p>5.3 Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number</p>	<p style="text-align: center;"><b>INPUT</b></p> <p>ERF            431</p> <p>Street        76 4th Street</p> <p>Farm number</p>
<p>6 In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption</p>	<p><input checked="" type="radio"/> On Consumption</p> <p><input type="radio"/> Off Consumption</p>
<p>7 Under what name is the business to be conducted ?</p>	<p>The Countess</p>
<p>8 In which region are the premises situated ?</p>	<p><b>Johannesburg Liquor Licenses</b></p>
<p>9 Will the applicant have the right to occupy the premises referred to in question 8 ?</p>	<p><input checked="" type="radio"/> YES    <input type="radio"/> NO</p>
<p>10 In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.</p>	<p>Customer Serving Area</p>
<p>11.1 Is the application made in respect of premises which has not yet been erected ?</p>	<p><input type="radio"/> YES    <input checked="" type="radio"/> NO</p>
<p>11.2 Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?</p>	<p><input type="radio"/> YES    <input checked="" type="radio"/> NO</p>
<p>11.3 Are the premises already erected and in the applicant's opinion do not require additions to or alterations in order to make them suitable for such purpose ?</p>	<p><input checked="" type="radio"/> YES    <input type="radio"/> NO</p>
<p>12 Is an application made for any determination, consent, approval or authority which could be granted by the board?</p>	<p><input checked="" type="radio"/> YES    <input type="radio"/> NO</p>
<p>Info Furnish full details relating to the positive affirmation of the above statement: _____ in terms of section 42 &amp;140 of the gauteng liquor act 2 of 2003</p>	





13 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



**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 06.05.2022

**SECTION 5 - Commissioner Of Oaths** *(pen-to-paper only section)*

I certify that this declaration has been signed and sworn to or affirmed before me by the applicant or an authorised person who acknowledged that (i) he or she knows and understands the contents of this declaration; (ii) that he or she has no objection to taking the prescribed oath or affirmation; and (iii) he or she considers the prescribed oath or affirmation to be binding on his or her conscience and that he or she uttered the following words "I swear that the contents of this declaration are true, so help me God" or "I truly affirm that the contents of this declaration are true".

Commissioner Of  
Oaths Signature

  
-----

Date 2022-05-06

First Name(s)

Nonpumelelo

Surname

Alkosi

Business Address Line 1

56 van Riebeeck Avenue

Business Address Line 2

Alberton North

Business Address Line 3

Alberton

Designation

Constable

Area for which appointment is held

Alberton SAPS

Office held if appointment is Ex Officio



# REPRESANTATION

This is an application for the granting of a Pub Licence (On – Consumption) in terms of Section 23 of the Gauteng Liquor Act, 2003 (Act No. 2 of 2003), for **The Countess** which is situated at Shop No.01, 27 Boxes Shopping Centre, 76 4<sup>th</sup> Avenue Melville in the magisterial district of Johannesburg.

## **The Applicant**

- i) Is a successful entrepreneur who has recently bought and taken over the business which is currently operating with a Restaurant license with reference number GLB700013996 however, he wishes to operate this business as a Pub licensed outlet instead of as a Restaurant licensed premises, hence this application, to effectively request that the current Restaurant license be converted to a Pub liquor license.
- ii) This acquisition sees him venturing into his second licensed business in fast moving consumer goods, he feels that he has a plan to make his name as reputable as that of Tasha's.

In terms of Section 37 of the Gauteng Liquor Act, 2003, is suitable to hold a liquor licence because he has never been declared insolvent or arrested or convicted, etc.

- iii) The Applicant has the ability and the competence to run and manage this business with efficiency, and to make success of it.
- iv) Is binding himself to all applicable law and by-laws that govern the liquor trade and the council under which he operates
- v) In terms of Section 30(2) (b) of the Gauteng Liquor Act, 2003 (Act No. 2 of 2003), the applicant is fit and of good character to be a holder of a Liquor Licence.

## **The Location**

- i) To the best of the applicant's knowledge, there are no similar licensed premises within a radius of 500.
- ii) To the best of the applicant's knowledge, there are no places of worship within a 500-meter radius
- iii) To the best of the applicant's knowledge, there are no educational institutions within a 500-meter radius.
- iv) The applicant submits that the business will be run such that nobody will be unfairly prejudiced.

## **General**

- I. It is humbly requested that the competent authority will approve this application for the Pub Licence (on-consumption) in terms of Section 23 of the Gauteng Liquor Act, 2003 (Act No.2 of 2003) in respect of The Countess**
- II. In terms of section 30(2) (a) of the Gauteng Liquor Act, 2003, the premises is suitable for the purpose for which it will be used under the licence**
- III. In terms of section 30(2) (b) of the Gauteng Liquor Act, 2003, the applicant is of good character and fit to hold a liquor licence**
- IV. In terms of section 30(2) (c) of the Gauteng Liquor Act, 2003, the granting of this licence will be in the public interest.**
- V. In terms of section 30(2) (d) of the Gauteng Liquor Act, 2003, no possibility exists that the granting of this application may cause any harmful or monopolistic condition to arise or be aggravated.**
- VI. In terms of section 30(2) (e) of the Gauteng Liquor Act, 2003, the premises will be, if the application is granted, in compliance with the Act and relevant Regulations.**

## **Conclusion**

**The Competent Board is humbly requested to consider this application favourably and to grant the Pub Liquor Licence in respect of The Countess in terms of section 23 of the Gauteng Liquor Act, 2003 (Act No. 2 of 2003).**

- I. The Applicant also request the Competent Board that in the event that there are any defects in this application, that they be condoned in accordance with section 140 of the Act.**
- II. The Applicant further subjects himself to any condition that the board may impose in its discretion, in terms of Sec 33(2) of this Act.**

- v) The applicant is of the opinion that the premises is best situated for this type of business, and that it falls within the parameters of Section 30 (2)(b) of the Gauteng Liquor Act, 2003, (Act No.2 of 2003)
- vi) The applicant is of the opinion that no possibility exists that the granting of this application may cause a harmful monopolistic condition to arise or be aggravated.

### **The Right of Occupation**

- i) The applicant will use the premises by virtue of a lease agreement.
- ii) It is accordingly submitted that the applicant has a clear right of occupation

### **The Premises**

- i) There are no servitudes or town planning provisions, which prohibits the use of the premises for the proposed purpose.
- ii) There are no restrictive titles or conditions which limit the use of the premises for the proposed purpose.
- iii) The premises will upon completion of the alterations be suitable for the purpose for which it will be used under the licence, in terms of Section 30(2) (a) of the Gauteng Liquor Act, 2003.

### **Public Interest**

The applicant strongly believes that there is a strong demand on the side of the public for competition and for a licensed premises that sell liquor within the environment and ambience that this store will provide.

- i. The granting of this licence will provide a facility which will bring forth a healthy competition to exist within the area referred to.
- ii. The applicant does not foresee any security or welfare problems because she will have strict control on the premises. And there are security guards at the centre.
- iii. The applicant is of the opinion that favourable conditions do exist for the favourable consideration of this application, and submits that she will abide to all conditions of such a licence.
- iv. The competent authority can be assured that no possibility exists that the granting of this licence will lead to harmful monopolistic environment to arise or be aggravated.

## **General**

- I. It is humbly requested that the competent authority will approve this application for the Pub Licence (on-consumption) in terms of Section 23 of the Gauteng Liquor Act, 2003 (Act No.2 of 2003) in respect of **The Countess****
- II. In terms of section 30(2) (a) of the Gauteng Liquor Act, 2003, the premises is suitable for the purpose for which it will be used under the licence**
- III. In terms of section 30(2) (b) of the Gauteng Liquor Act, 2003, the applicant is of good character and fit to hold a liquor licence**
- IV. In terms of section 30(2) (c) of the Gauteng Liquor Act, 2003, the granting of this licence will be in the public interest.**
- V. In terms of section 30(2) (d) of the Gauteng Liquor Act, 2003, no possibility exists that the granting of this application may cause any harmful or monopolistic condition to arise or be aggravated.**
- VI. In terms of section 30(2) (e) of the Gauteng Liquor Act, 2003, the premises will be, if the application is granted, in compliance with the Act and relevant Regulations.**

## **Conclusion**

**The Competent Board is humbly requested to consider this application favourably and to grant the Pub Liquor Licence in respect of **The Countess** in terms of section 23 of the Gauteng Liquor Act, 2003 (Act No. 2 of 2003).**

- I. The Applicant also request the Competent Board that in the event that there are any defects in this application, that they be condoned in accordance with section 140 of the Act.**
- II. The Applicant further subjects himself to any condition that the board may impose in its discretion, in terms of Sec 33(2), of this Act.**

**Certificate issued by the Commissioner of Companies & Intellectual Property Commission on Monday, October 19, 2020 at 21:38**



Companies and Intellectual  
Property Commission

a member of the dti group

**COR14.3: Registration Certificate**

Registration Number: 2018 / 033190 / 07  
Enterprise Name: LERUMO PROPERTIES

**ENTERPRISE INFORMATION**

Registration Number 2018 / 033190 / 07  
Enterprise Name LERUMO PROPERTIES  
Registration Date 23/01/2018  
Business Start Date 23/01/2018  
Enterprise Type Private Company  
Enterprise Status In Business  
Financial Year End February  
TAX Number 9951552166

Addresses **POSTAL ADDRESS**

12 FONTAINEBLEAU VILLAGE  
CORNER 4TH AVENUE AND RABIE STREET  
RANDBURG  
GAUTENG  
2194

**ADDRESS OF REGISTERED OFFICE**

12 FONTAINEBLEAU VILLAGE  
CORNER 4TH AVENUE AND RABIE STREET  
RANDBURG  
GAUTENG  
2194

**ACTIVE MEMBERS / DIRECTORS**

Surname and First Names	Type	ID Number / Date of Birth	Appointment Date	Addresses
MTHONJENI, KUHLE ANTONY	Director	7403166684088	28/08/2018	Postal: UNIT 133 THE KANYIN, CNR MALINDI AND LEEUWKOP RDS, PAULSHOF EXT 84, GAUTENG, 2181 Residential: UNIT 133 THE KANYIN, CNR MALINDI AND LEEUWKOP RDS, PAULSHOF EXT 84, GAUTENG, 2181





## TAX COMPLIANCE STATUS

**PIN Issued**

LERUMO PROPERTIES (PTY) LTD  
12 FONTAINEBLEAU VILLAGE  
4TH AVENUE AND RABIE STREET  
RANDBURG  
GAUTENG  
2194

Enquiries should be addressed to SARS:

### Contact Detail

SARS  
Alberton  
1528

Contact Centre Tel: 0800 00 SARS (7277)  
SARS online: [www.sars.gov.za](http://www.sars.gov.za)

### Details

Taxpayer Reference Number: 9951552166

Always quote this reference number when contacting SARS

Issue Date: 2021/12/07

Dear Taxpayer

### TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Lerumo Properties (Pty) Ltd
Trading Name	LERUMO PROPERTIES (PTY) LTD
Tax Reference Number(s)	IT - 9951552166 Vat - 4500281151 PAYE - 7300801984
Purpose of Request	Good Standing
Request Reference Number	0041595741GS0712212224156
PIN	1C89DE35GU
PIN Expiry Date	07/12/2022

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other 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**



NTHA



# Certificate

Membership No. 000759

05 MAY 2022

NATIONAL

TOURISM &

HOSPITALITY

ASSOCIATION

This certifies that

LEPUMO PROPERTIES (PVT) LTD T/A THE COUNTESS

is a member of this association  
in good standing until  
05 MAY 2023

Id No/Reg No. 2018/033190/07

Address: 26 Boxes SHOPPING CENTRE

76 4TH AVENUE, MELVILLE



*S. Mubona*

President

IK SEKERHEIT... (Vertical text on the left side of the document)

... (Vertical text on the left side of the document)

HANDTEKENING  
SIGNATURE

... (Vertical text on the left side of the document)

... (Vertical text on the left side of the document)

SOUTH AFRICAN POLICE SERVICE  
... (Vertical text on the right side of the document)

2022-02-25

... (Vertical text on the right side of the document)

... (Vertical text on the right side of the document)

I.D. No. 740315 5684 08 6

1

S. A. BURGER/S. A. CITIZEN

VAN/SURNAME  
**MTHONJENI**

VOORNAME/FORENAME  
**KUHLE ANTONY**

GEBORTE/DISTRIK OF LAND/DISTRICT OR COUNTRY OF BIRTH  
**SOUTH AFRICA**

GEBORTE/LEKTUUM/DATE OF BIRTH  
**1974-03-15**

ONTJUG/UITGEREUK/DATE ISSUED  
**2010-03-18**

... (Small text regarding the validity of the document)

GEREGISTREERDE WOON- EN POSADRES in hierdie sakke

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakke

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, byvoorbeeld adres, roomnr., ams, verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die laaste afdel. in die identiteitsdokumente is, getruuk word om die verandering aan te meld en moet dit ingedien word by of geëks word aan die naskele sake/diskontantoor van die DEPARTEMENT VAN ERWELANDSE SAKE

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional district office of the DEPARTMENT OF HOME AFFAIRS.

**500 METER AFFIDAVIT**

I Kuhle Antony Mthonjeni am the registered director of Lerumo Properties (PTY) Ltd. With the following address 76 4<sup>th</sup> Avenue, Melville, JHB do wish to state under oath that to the best of my knowledge the following is true:

- 1. List of any places of worship, church or similar licence within a radius of 500 meters from the proposed premises.

N/A

- 2. Names and nature of educational institutions within 500-meter radius

N/A


- 3. Names and Distances to Similar licensed premises within a 500 meter' radius

N/A

I certify that this declaration has been and sworn to or affirmed before me at SANDTON on the 4<sup>th</sup> of May 2022 by the person authorised to sign the application who acknowledged that-

- i) He knows and understands the contents of this declaration
- ii) He has no objection to taking the prescribed oath or affirmation; and
- iii) He considers the prescribed oath or affirmation to be binding on his conscience and that he uttered to following words:

"I swear that the contents of this declaration are true, so help me God" or "I truly affirm that the contents of this declaration are true"

  
Signature of applicant or authorised person



Commissioner of paths

Full Names Edmund Leonard Mosey

Business Address 02 Summit 2 MorningSide

Designation Sergeant

Area for which office is held Sandton

Office held if appointment is ex-officio SAPS



# SMOKE AFFIDAVIT

A statement from the applicant that the premises will comply with the Tobacco Products Control Amendment Act (Act No.12 of 2001).

I Kuhle Antony Mthonjeni, states under oath that: I am the authorised signatory and director of, **Lerumo Properties (PTY) Ltd** with registration number **2018/033190/07 T/A THE COUNTESS** situated at **78 4<sup>th</sup> Avenue, Shop no 001, 27 Boxes Shopping Centre, Melville.**

I have applied for the granting of a Restaurant Liquor Licence (on-consumption) in terms of Section 104 of the Gauteng Liquor Act, 2003, (Act No. 2 of 2003) for **The Countess Restaurant** which is situated at the **27 Boxes Shopping Centre, Melville.** The premises will comply with the Tobacco Products Control Amendment Act, 1999 (Act No. 12 of 1999) and that the necessary notices will be placed strategically to indicate the no smoking or a smoke free area. The no smoking sign will be displayed around seating areas.

The smoking area will not be more than 25% of the total floor area.

I understand the contents of this statement, I have no objections in making the prescribed oath, and I consider the prescribed oath to be binding on my conscience

Thus signed at SANDTON on this the 25 day of FEB 2022

(Signature of applicant or person authorised)

I certify that has been signed and sworn before me at SANDTON on the 25 day of Feb 2022 by the person authorised to sign the application who acknowledges that: -

- i. He knows and understands the contents of this declaration
- ii. He has no objection to taking this oath
- iii. He considers the prescribed oath to be binding on my conscience and uttered the following words "I swear that the contents of this declaration are true"

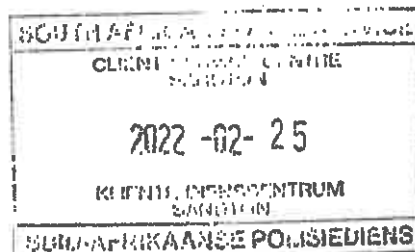
Signature of the commissioner of oaths

Full name KUHLA ANTONY MTHONJENI

Designation MANAGING DIRECTOR

Area at which the position is held SANDTON

Date 2022/02/25



**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 289 148)

(Hereinafter referred to as the "Landlord")

And

**LERUMO PROPERTIES**

(Registration Number: 2018 / 033190 / 07)

"Trading as The Countess"

(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                       
Landlord Initial                       
Witness Initial

## LEASE SCHEDULE

## 1. PARTICULARS

<b>1.1 Landlord:</b>  <b>Registration Number:</b>  <b>VAT Number:</b>  <b>Domicilium Address:</b>  <b>Tel office/Retail cell no:</b>  <b>E-mail address:</b> <b>Herein represented by:</b>	<b>Johannesburg Artists Market (Pty) Ltd</b>  <b>2007/005422/07</b>  <b>4790 269 148</b>  <b>Birch House, 06 Mellis Road Office Park, Rivonia, 2126.</b>  <b>011 712 0000</b>  <b>info@27Boxes.co.za</b> <b>Keanu Domingo, duly authorised representative</b>
<b>1.2 Tenant:</b> <b>Registration number:</b>   <b>Address:</b>   <b>Tel:</b> <b>Cell no:</b> <b>Fax no:</b> <b>E-mail address:</b>  <b>Herein represented by:</b>	<b>LERUMO PROPERTIES (Pty) Ltd</b> <b>2018 / 033190 / 07</b>   <b>12 FONTAINEBLEAU VILLAGE</b> <b>CORNER 4TH AVENUE AND RABIE STREET</b> <b>RANDBURG</b> <b>GAUTENG</b> <b>2194</b>  <b>0871620920</b> <b>0639600770</b>  <b>kuhlem@lerumoprop.co.za</b>  <b>MTHONJENI, KUHLE being duly authorised in terms of the attached resolution.</b>
<b>1.3 Leased Premises:</b>	<b>Shop No. 001 / 101</b> <b>measuring square meters</b> <b>Internal m<sup>2</sup>: 226,81 sqm</b> <b>External m<sup>2</sup>: 94,50 sqm</b>  <b>In the Building called 27 Boxes described as ("the Property") situate at 75 4th Avenue, Melville, Johannesburg, South Africa, 2092. As per Annexure D: Plan of Leased Premises.</b>
<b>1.4 Parking Bays</b>	<b>n/a</b>
<b>1.5 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):</b>	<b>TBC</b>
<b>1.6 Lease Period</b>	<b>Period: 25 Months</b> <b>Commencement Date: 1 February 2022</b> <b>Termination Date: 30 April 2024</b> <b>Beneficial Occupation Date: N/A</b>
<b>1.7 Rental and other charges payable by Tenant:</b>	
<b>1.7.1 Basic monthly rental:</b>	

Tenant Initial  
Witness Initial  
Landlord Initial  
Witness Initial



Period	Amount per month	VAT	Total
<b>1 February 2022 – 30 April 2024</b>			
<b>Internal Area:</b>	<b>R 24 879,80</b>	<b>R 3 731,97</b>	<b>R 28 611,77</b>
<i>(Increasing with 8% annually thereafter)</i>			

<b>1.7.2 Basic Monthly Parking Rental:</b>	<b>N/A</b>		
Period	Amount per bay	VAT	Total
	<b>N/A</b>		

<b>1.7.3 Tenant's Contribution to Marketing Fund:</b>			
<i>(Increasing with 8% annually thereafter)</i>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
<b>1 February 2022 – 30 April 2024</b>	<b>R2 261,80</b>	<b>R339,27</b>	<b>R2 601,07</b>

<b>1.7.4 Tenant's Contribution to Operating Costs:</b>			
<i>(Increasing with 8% annually thereafter)</i>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
<b>1 February 2022 – 30 April 2024</b>	<b>R 6 106,86</b>	<b>R 916,03</b>	<b>R 7 022,89</b>

<b>1.7.5 Rental Relief Contribution</b>			
<b>This is at landlords discretion</b>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
	<b>R 8032,50</b>	<b>-R 1204,87</b>	<b>-R 9237,37</b>

<b>1.7.6 Tenant's Total Rental Contribution</b>			
<i>(Increasing with 8% annually thereafter)</i>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
<b>1 February 2022 – 30 April 2024</b>	<b>R33 248,46</b>	<b>R 4 887,27</b>	<b>R 38 235,73</b>

**1.7.7 Other charges, fees and costs shall be payable by the Tenant as recorded below and described in detail in clause 3.1 of the General Terms and Conditions**

Description	Metered/Proportionate Share
Water consumption (Leased Premises)	Metered
Electricity consumption (Leased Premises)	Prepaid electricity
Refuse Removal	N/A
Sewer charges	N/A
Contribution to common area water	N/A
Contribution to common area electricity	N/A

<b>1.8 Purpose for which the Leased Premises shall be used</b>	<b>Restaurant</b>
<b>1.9 Lease administration costs (Inclu. VAT) – once off</b>	<b>R 1150</b>
<b>1.10 Deposit payable by Tenant</b>	<b>*R38 450,60,00 held by Landlord</b>
<b>1.11 Turnover Rental for Lease Period</b>	<b>N/A</b>
<b>1.12 Date of Financial Year End of Tenant</b>	<b>N/A</b>
<b>1.13 Landlord's banking details</b>	<b>Johannesburg Artist Market First National Bank Account Number: 62758175834 Branch Code: 254605 Branch: Sandton City</b>

Tenant Initial \_\_\_\_\_  
 Witness Initial \_\_\_\_\_  
 Landlord Initial \_\_\_\_\_  
 Witness Initial KD

1.14 <b>Minimum and Maximum Trading Hours</b>	<b>Days</b> Monday to Friday	<b>Minimum</b> 09H00 – 22H00	(Mondays are optional trading)
	<b>Saturdays</b>	09H00 – 22H00	
	<b>Sunday and Public Holidays</b>	09H00 – 22H00	
1.15 <b>Suretyship:</b>			
Name <b>MTHONJENI KUHLE</b> being duly authorised in terms of the attached Suretyship.	Identity Number <b>7403155684086</b>	Physical Address <b>UNIT 133 THE KANYIN, CNR MALINDI AND LEEUWKOP RDS, PAULSHOF EXT 84, GAUTENG, 2191</b>	
	1.16 <b>Authorized Signee</b>		
Name <b>MTHONJENI KUHLE</b> *being duly authorised in terms of the attached Tenant's Resolution.	Identity Number <b>7403155684086</b>	Physical Address <b>UNIT 133 THE KANYIN, CNR MALINDI AND LEEUWKOP RDS, PAULSHOF EXT 84, GAUTENG, 2191</b>	
	1.16 <b>Other Terms</b>		
Operational costs are charged R 27 per sqm.			
Rent relief received at landlords discretion: External Area			
1.17 <b>Citiq Management</b>			
<b>Department</b>	<b>Name</b>	<b>Contact Number</b>	<b>Email</b>
Citiq Head Office	Reception	011 7120000	reception@citiq.co.za
Centre Manager	Antoinette Becker	067 016 2237	Antoinetteb@citiq.co.za
Billing Department	Brandon Wagner	0800222054	BrandonW@citiq.co.za
Accounts Department	Michael Singh	0117120000	Machaels@c-sa.co.za

1.18 **Annexures to the Lease:**

- a) **Annexure A: General Terms and Conditions**
- b) **Annexure B: Tenant's Resolution**
- c) **Annexure C: Suretyship**
- d) **Annexure D: Plan of the Leased Premises**
- e) **Annexure F: Inspection on occupation – to follow after inspection**
- f) **Annexure G: Inspection when vacating – to follow after vacating**
- g) **Annexure H: Turnover Definition**

Tenant Initial  
 Witness Initial  
 Landlord Initial  
 Witness Initial

*[Handwritten signatures and initials]*

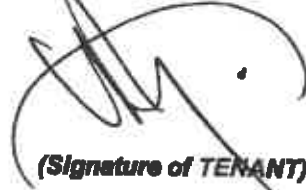


Any signatory for the Tenant hereby warrants that he/she is authorised to sign this Lease on behalf of the Tenant and that the Tenant is empowered to enter into this Lease.

SIGNED at Melville on this 25 day of February 2022 in the presence of the undersigned witness

Witness: 

(Signature of witness)



(Signature of TENANT)

SIBUSISO DUBE

(Full names of witness)

8705776499080  
(ID number of witness)

KUKE MTHONZI

(Signature of TENANT)

SIGNED at Birch House, Mellis Rd on this 17 day of March 2022 in the presence of the undersigned witness




Witness:

(Signature of witness)

  
(Signature of LANDLORD)

K. Domingo  
Asset Manager  
(Full names of witness)

.....  
(ID number of witness)


Tenant Initial   
Witness Initial   
Landlord Initial   
Witness Initial K.D

**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 (iv) 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**

- 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 \_\_\_\_\_  
Witness Initial \_\_\_\_\_  
Landlord Initial K.D.  
Witness Initial \_\_\_\_\_

TENANT'S RESOLUTION

**LERUMO PROPERTIES (PTY) LTD**  
(Registration number 2018 / 033180 / 07)

Trading as "The Countess"

(the "Company")

---

**EXTRACT OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY PASSED AT  
JOHANNESBURG ON 17 January 2022**

---

**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 MTHONJENI KUHLE acting in his capacity as Director 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;
  - 1.2 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 acting under authority of MTHONJENI, KUHLE 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

  
.....  
**DIRECTOR**

Tenant Initial \_\_\_\_\_  
Witness Initial \_\_\_\_\_  
Landlord Initial \_\_\_\_\_  
Witness Initial KD

**SURETYSHIP**

I, the undersigned,

**SURETY**  
 Full Names **MTHONJENI, KUHLE**

Address **UNIT 133 THE KANYIN, CNR**  
**MALINDI AND LEEUWKOP RDS,**  
**PAULSHOF EXT 84, GAUTENG, 2191**

ID number **7403155684066**

Married ANC / COP to .....Click here to enter text.....  
*N/A*

ID number .....Click here to enter text.....

(herein referred to as "the surety") do hereby interpose and bind myself to Johannesburg Artists Market (Pty) Ltd, registration number 2007/005422/07, and its successors-in-title, as the case may be, ("Landlord") as surety for and co-principal debtor with MTHONJENI, KUHLE ("Tenant") for the due, proper and timeous performance by the Tenant of all its obligations to the Landlord arising from any cause whatsoever, including, but not limited to, the occupancy of SHOP 001 / 101, 27 BOXES ("Leased Premises"), subject to the following terms:

1. All terms defined in the Lease Agreement will have the same meaning in this suretyship.
2. Notwithstanding anything to the contrary herein contained, the amount recoverable from the surety will be unlimited, plus such further sum or sums for interest on that amount, charges and cost as may from time to time and howsoever arising, become due and payable by the surety, including without prejudice to the generality of the foregoing, interest, collection commission, tracing agent's fees stamps and attorney and own client costs, including value added tax, incurred in the institution of legal action against the surety and Tenant for recovery of all of the amounts mentioned above, together with all other charges and expenses.
3. The surety hereby waives the benefits of excusation and division, with the meaning whereof he declares himself to be acquainted. Benefits of excusation and division means the surety waives his right to demand that the Landlord proceed against the principal debtor first.
4. Any indulgence or latitude which the Landlord may grant to the Tenant in respect of any obligation in terms of or relating to the Lease agreement or any amendment thereof, or the release of any surety or security which the Landlord may hold in respect of any obligation arising therefrom or related thereto, will not prejudice the rights of the Landlord against the surety under this suretyship, or affect the validity or enforceability of this suretyship.
5. The surety agrees to the same choice as to process as set out in the Lease and if arbitration is chosen by the party initiating the dispute, then any dispute between the surety and the Landlord (whether also involving the Tenant or not) which may arise in connection with any aspect of this suretyship will be determined and resolved by arbitration in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed in terms of AFSA Rules. For the purpose hereof the Landlord's signature to the Lease agreement will serve as its agreement to this arbitration Clause.
6. No amendment of the Lease agreement or addition to the Lease agreement will prejudice the rights of the Landlord in respect of this suretyship, and this suretyship will also apply to obligations of the Tenant arising from such amendment or addition.

Tenant Initial \_\_\_\_\_  
 Witness Initial \_\_\_\_\_  
 Landlord Initial \_\_\_\_\_  
 Witness Initial *K.D.*

(Full names of witness)

GN350587

(ID number of witness)

**SURETY**

Identify No: 7403157684086

I/we declare that my/our marriage status is as follows:

- unmarried
- out of community of property (Antenuptial Contract)
- In community of property (If yes, spouse has to complete and sign the following):

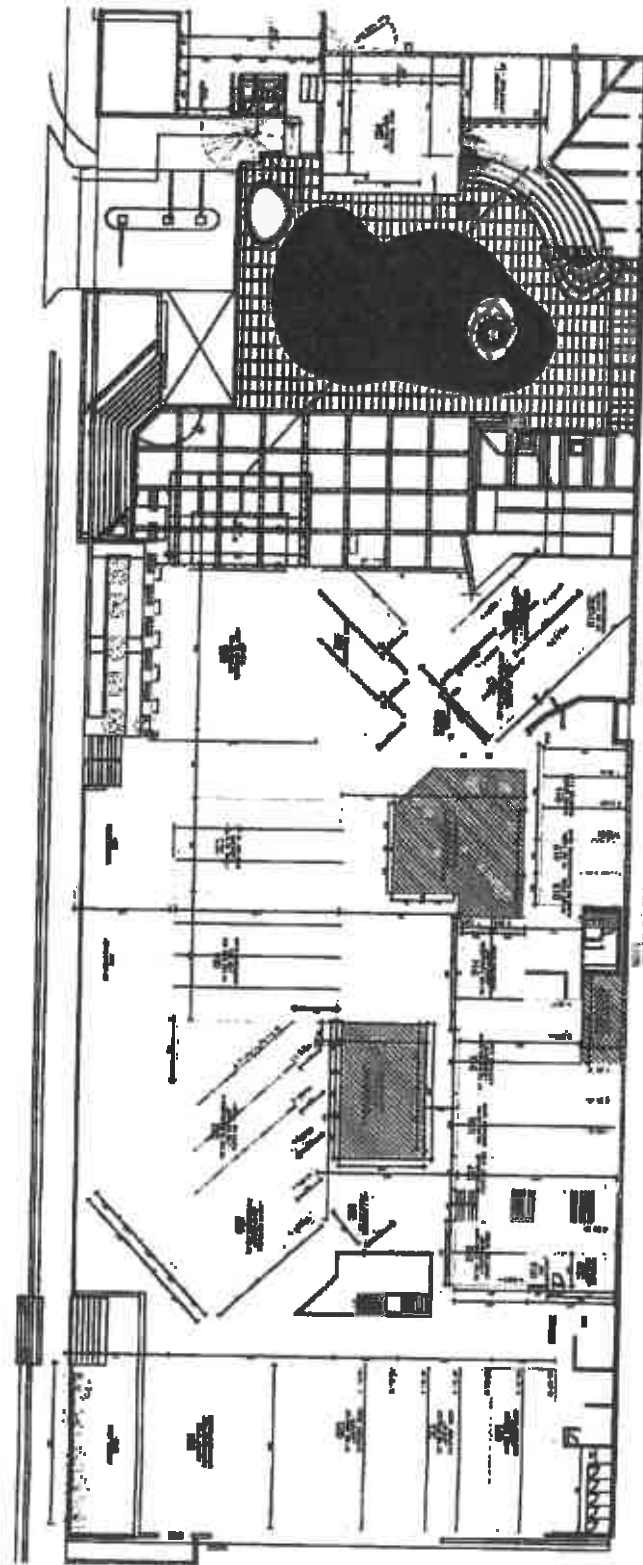
I, CUKLE MATHEW JEWI (full name), identify number: 7403157684086 hereby consent in terms of Section 15(2) of the Matrimonial Property Act (88 of 1984) to N/A (spouse's name) entering into this suretyship.

Tenant Initial \_\_\_\_\_  
Witness Initial \_\_\_\_\_  
Landlord Initial \_\_\_\_\_  
Witness Initial \_\_\_\_\_



PLAN OF LEASED PREMISES

(Ground Floor)



Scale: 1/4" = 1'-0"

North Arrow

ANNEXURE D  
TRUSTEES  
OF THE  
PROPERTY

Tenant Initial  
Witness Initial  
Landlord Initial  
Witness Initial

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

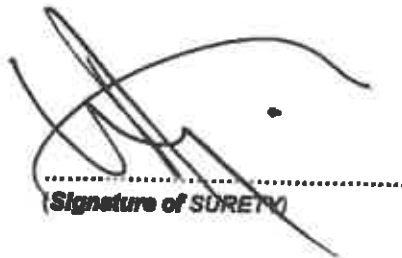
7. This suretyship is irrevocable and may not be cancelled or withdrawn by the surety.
8. In the event that the Tenant is sequestrated or liquidated, the surety will not lodge or prove a claim against the estate of the Tenant until such time as the Landlord has been paid the full amount due to him in terms of the agreement of Lease.
9. All agreements, admissions and waivers made by the Tenant with or in favour of the Landlord in respect of his rights and obligations in terms of the Lease agreement will also bind the surety, as if he was a party thereto.
10. Any certificate given under the hand of a director or general manager or senior manager of the Landlord or its Managing Agent stating the amount due by the Tenant and for which the surety is liable in terms of this suretyship, will constitute prima facie evidence in any court of law of the existence of the obligation, the correctness of the amount and the obligation of the surety to pay the amount to the Landlord.
11. All the Landlord's rights, without exception, applicable against the Tenant will be equally applicable against the surety, the surety being deemed to be the Tenant thereunder and the Landlord has against the Tenant as if the surety had from the beginning of the Lease agreement and at all times been liable jointly and severally with the Tenant in favour of the Landlord.
12. In the event of the Landlord instructing an attorney to take any action (or any steps whatever) arising from this suretyship, the costs, including tracing agent's fees and collection commission of such attorney will be paid by the surety on the scale as between attorney and own client.
13. The surety/ies by their signature hereto, hereby consents to:
  - 13.1. the Landlord and/or its agents receiving, sharing, transmitting and exchanging any consumer credit information (as this term is defined in section 70 of the National Credit Act, 2005 ("NCA") and any other information ("Consumer Credit Information") in respect of surety/ies;
  - 13.2. the Landlord and/or its agents sharing, transmitting and/or exchanging any consumer Credit information in respect of the surety/ies with any credit bureau;
  - 13.3. the Landlord and/or its agents carrying out any credit search, company search and/or asset searches with any registered credit bureau in order to monitor and determine the credit worthiness of the surety/ies; and
  - 13.4. the Landlord and/or its agents obtaining Consumer Credit Information in respect of the Tenant for purposes other than may be prescribed by the NCA from time to time.
14. The parties choose the following addresses as their respective addresses for servicing notices:
  - 14.1. LANDLORD: Citiq Properties Pty Ltd, 6 Mellis Road, Birch House, Avenues North Office Park, Rivonia
  - 14.2. SURETY: 289 Kerela Crescent, Lenasia, 1827

SIGNED at Melville on this 25 day of February 2022

In the presence of the undersigned witness

Witness:

Munira Juma  
(Signature of witness)

  
.....  
(Signature of SURETY)

Kwame Mthonseni  
.....  
(Signature of SURETY)

Tenant Initial \_\_\_\_\_  
Witness Initial \_\_\_\_\_  
Landlord Initial \_\_\_\_\_  
Witness Initial K.D

# 1258

**Steinberg Venter Attorneys**  
2 Robin Close, Infinity Office Park  
Block G, Ground Floor  
Meyersdal  
Alberton  
Tel: 0795091305

## **DEED OF TRANSFER**

**In favour of**

**LERUMO PROPERTIES PROPRIETARY LIMITED**

**over**

**ERF 118 ALBERTON TOWNSHIP**



1778.00 A

1258

**Steinberg Venter Attorneys**  
2 Robin Close, Infinity Office Park  
Block G, Ground Floor  
Meyersdal  
Alberton  
Tel: 0795091305

Prepared by me  
  
CONVEYANCER  
**PETRUS WILLEM STEINBERG**  
(M41106)

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**JAMES SALES (M11820)**

appeared before me, the Registrar of Deeds at Johannesburg, the said appearer, being duly authorised thereto by a power of attorney granted to him by

**GARY PHILIP COBDEN**  
Identity Number 580926 5906 18 9  
Married out of Community of Property

signed at JOHANNESBURG on 30 November 2021

And the appearer declared that:

Whereas the Transferor had truly and legally sold the undermentioned property on 14 November 2021 by Private Treaty

T 000002204 / 2022

+

N

Now therefore the Appearer on behalf of the Transferor, did by these presents, cede and transfer to and on behalf of

**LERUMO PROPERTIES PROPRIETARY LIMITED**  
**Registration Number 2018/033190/07**

its successors in title or assigns, in full and free property

**ERF 118 ALBERTON TOWNSHIP,  
REGISTRATION DIVISION IR,  
PROVINCE OF GAUTENG**

**MEASURING 919 (NINE HUNDRED AND NINETEEN) SQUARE METRES**

**FIRST TRANSFERRED BY DEED OF TRANSFER NUMBER T7298/1911 WITH  
DIAGRAM ANNEXED THERETO AND HELD BY DEED OF TRANSFER NUMBER  
T4042/2008**

SUBJECT to the following conditions:

**A. SPECIALLY SUBJECT TO THE FOLLOWING CONDITIONS**

1. THE ALBERTON ESTATE SYNDICATE LIMITED, shall not in any way be compelled to make, maintain repair or keep in order any roads or streets for approaching the Erf herein described, or any drains, culverts or other works of whatsoever nature in connection therewith.

**B. AND SUBJECT to the reservation by the said ALBERTON ESTATE SYNDICATE LIMITED or JOHANNES JOSEPHUS VAN DER BERG:**

- (a) The right at any time hereafter to free and undistributed passage of electric, telegraph or telephone wires over and above any portion of the aforesaid Lot with the further right of causing them to be affixed to any building or erection on the said erf at not less than 3.05 metres from the ground with access at any time to the said Lot for the purpose of removal or maintenance of the said wires.
- (b) The right at any time hereafter to lay and maintain piping under any portion of the aforesaid Lot or elsewhere and at all times to have access to the said piping for removal, maintenance, extension or for other purposes and also for the construction and maintenance of waterworks, reservoirs and all machinery requisite for reserving and supplying storage water to different parts of the said Town and to do all such acts and things as shall be required for the convenience of the inhabitants of the said Town in regard to supplying them with water.

AND FURTHER SUBJECT to all such conditions as are mentioned or referred to in the aforesaid deed/s.

|



WHEREFORE the appearer, renouncing all the right and title the said

**GARY PHILIP COBDEN, Married as aforesaid**

heretofore had to the premises, did, in consequence also acknowledge him to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these presents, the said

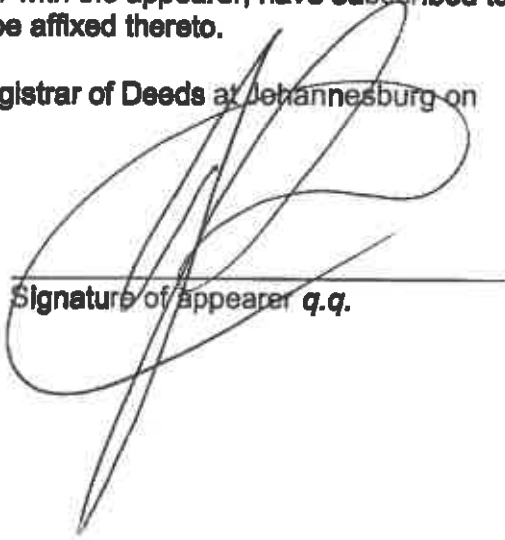
**LERUMO PROPERTIES PROPRIETARY LIMITED**

its successors in title or assigns, now is and henceforth shall be entitled thereto, conformably to local customs; the State, however, reserving its rights, and finally acknowledging that the purchase price is the amount of R2 100 000,00 (Two Million One Hundred Thousand Rand).

IN WITNESS WHEREOF I, the said Registrar, together with the appearer, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the Registrar of Deeds at Johannesburg on

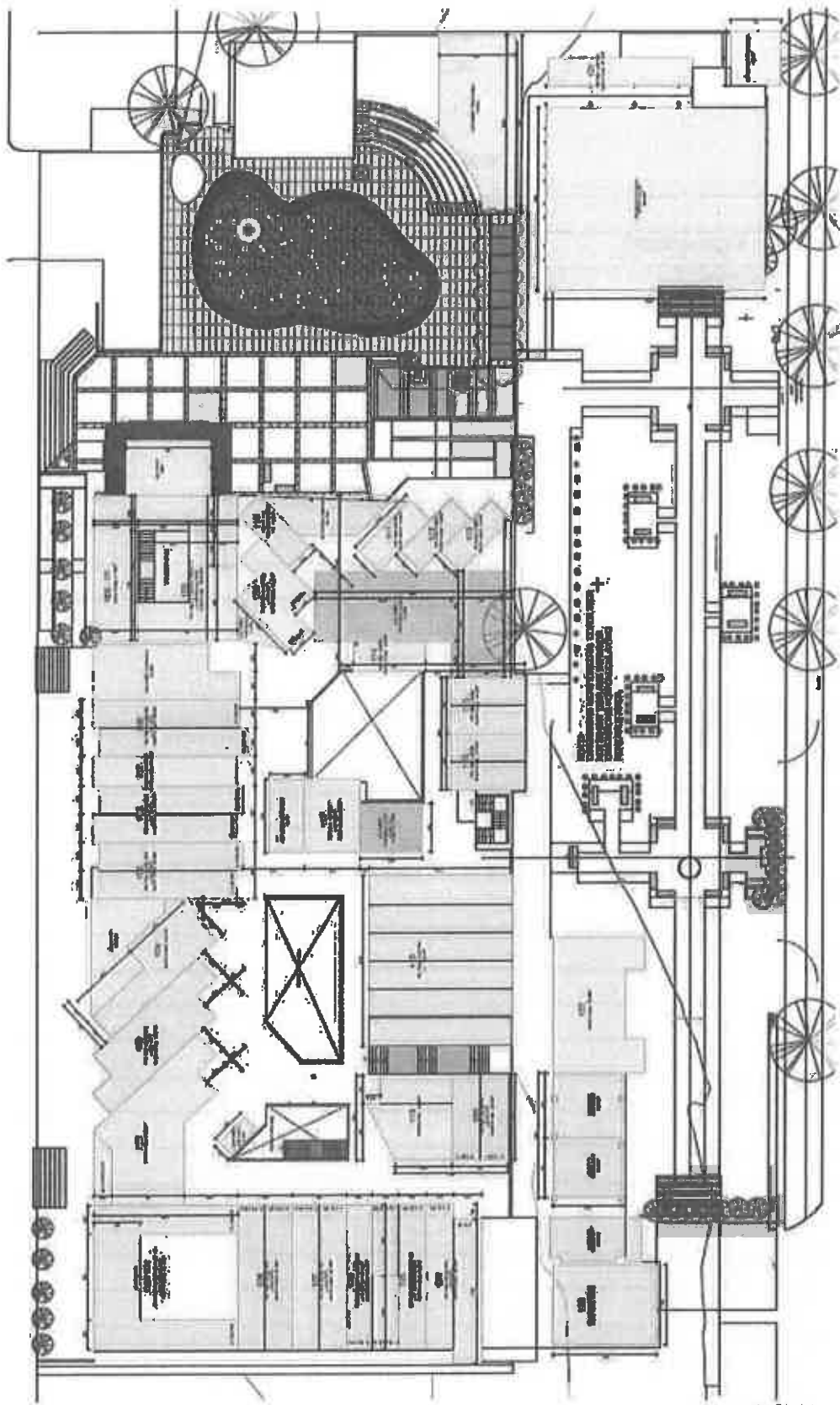
2017 - 01 - 28

  
Signature of appearer *q.q.*

In my presence

  
\_\_\_\_\_  
Registrar of Deeds

(First Floor)

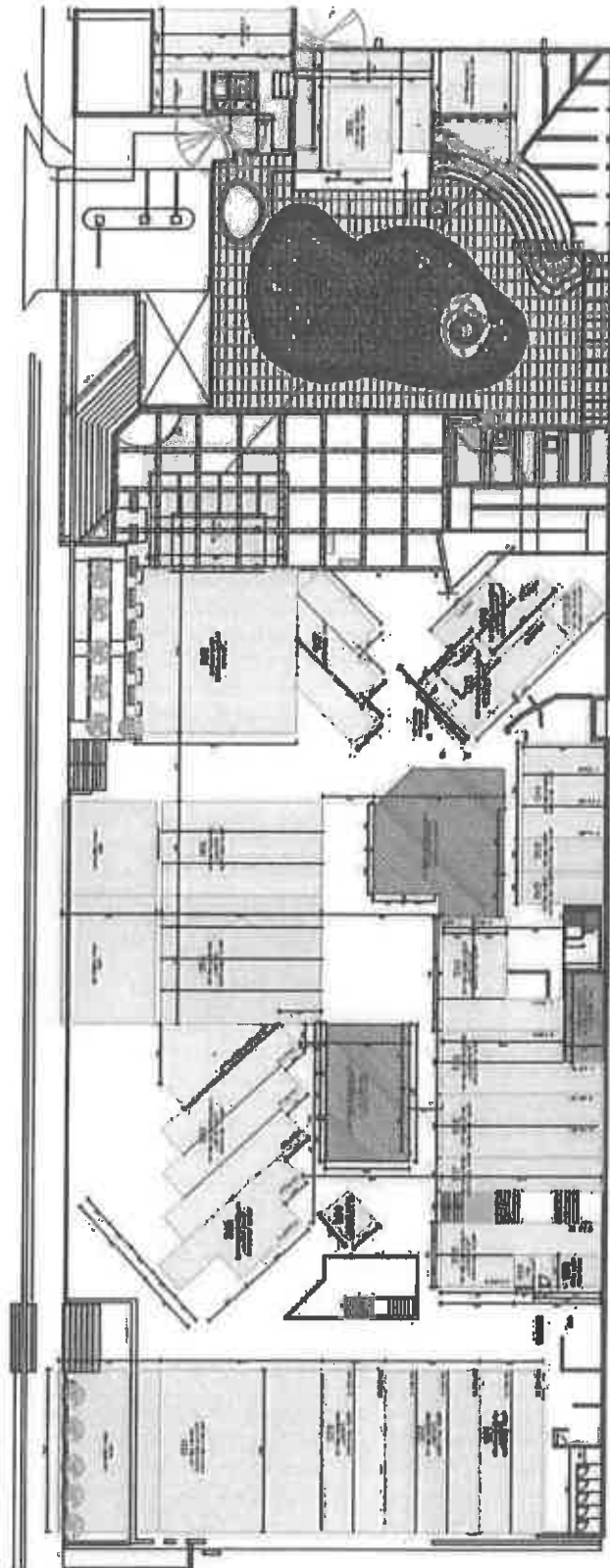


Architectural  
Drawing  
Scale  
1/8" = 1'-0"

Tenant Initial  
Witness Initial  
Landlord Initial  
Witness Initial

PLAN OF LEASED PREMISES

(Ground Floor)



THIS PLAN AND THE SPECIFICATIONS TO THE LEASED PREMISES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT.

ANNEXURE D  
PLAN OF LEASED PREMISES  
GND FLOOR



Tenant Initial \_\_\_\_\_  
Witness Initial \_\_\_\_\_  
Landlord Initial \_\_\_\_\_  
Witness Initial \_\_\_\_\_







Countess

# FOOD MENU

## PIZZAS

<b>Margarita Pizza (V)</b> Cheese & Tomato with Basil	80
<b>Three Cheese Pizza (V)</b> Mozzarella, Cheddar & Feta	80
<b>Mafiosa Pizza (V)</b> Cheese, Onion, Garlic, Chilli and Green Peppers	85
<b>Vegetarian Pizza (V)</b> Cheese, Tomatoes, Mushrooms, Olives, Peppers & Baby Marrow	95
<b>Salami Pizza</b> Italian Salami, Cheese with Green Peppers	110
<b>Mami Pizza</b> Bacon & Avocado with Feta	125
<b>Hawaiian Pizza</b> Ham with Cheese and Pineapple	105
<b>Spicy Chicken Pizza</b> Spicy BBQ Chicken with Mushrooms	105
<b>Sticky Chicken Pizza</b> Sweet Chilli Chicken Pizza with Peppers, Cashews, Feta, Rocket & Pineapple	135
<b>Texmex Pizza</b> Ground Beef with Peppers, Red Onion & Chilli Oil	125
<b>Meat Lovers Pizza</b> Selection of Ham, Salami, Bacon & Beef Mince	145
<b>Seafood Pizza</b> Queen Prawns with a select ocean mix in a napolitana sauce and garlic	170

## PASTAS

<b>Pesto Pasta</b> Basil & Pesto Sauce served with Mushrooms & Slices of Baby Marrow	85
<b>Alfredo</b> Ham & Mushroom made in a Creamy Sauce with Black Pepper	115
<b>Frutti di Mare</b> Queen Prawns and mussels with a select seafood mix tossed in a garlic - tomato cream sauce with olives, cherry tomato & rocket	180
<b>Bolognese</b> Ground beef, onions, tomato base sauce and fresh herbs	120

## MAINS

<b>Chicken Schnitzel</b> Crumbed Chicken filled served with Baked Potato / Chips / Salad & Mushroom Sauce / Cheese Sauce	139
<b>Jalapeno Popper &amp; Feta Stuffed Chicken Breast</b> Jalapeno, sundried tomato, feta and pepper stuffed chicken served with herb garlic sauce and chips / salad	165
<b>T-Bone Steak</b> 350g T-Bone Marinated in Red Wine served with Baked Potato / Chips / Salad	165
<b>Lamb Chops</b> 350g Lamb Chops Marinated in Rosemary & Thyme served served with Baked Potato / Chips / Salad	170
<b>Braai Platter for One</b> Selection of Beef, Chicken Wing, Lamb Chop, Wors & Chokoloka served with Pap	160
<b>Seafood Platter for One</b> Three Queen Prawns, Crumbed Hake, Mussels, Calamari & Calamari Heads served with a Lemon Butter Sauce with Chips / Salad	190
<b>Maze Platter for One</b> Three Queen Prawns, Crumbed Hake, Mussels, Calamari & Calamari Heads served with a Lemon Butter Sauce with Chips / Salad	139
<b>Queen Prawns</b> 1kg Queen Prawns served with Garlic Lemon Butter Sauce & Chips / Salad	50

## BURGERS

<b>Cheese Burger</b> Traditional American style cheese burger with a homemade flavour served with chips	89
<b>Chicken Cheese Burger</b> Chicken fillet, red onion, marmalade, tomatoes, lettuce & homemade sauce (Grilled / Crumbed)	85
<b>Lamb Cheese Burger</b> Moroccan spiced lamb patty with napolitana sauce, cucumber tzatziki, crumbed onions & chips	139
<b>The Chefs Gourmet Burger</b> 250g beef patty, American cheese, red onion, marmalade, blue cheese, guacamole with lettuce, gherkins, tomato & bacon	145

## BURGER ADD-ONS

Chicken Fillet	30
Beef Patty	35
Homemade Mushroom Sauce	25
Homemade Cheese Sauce	28
Bacon	10
Egg	10
Cheese	10
Jalapenos	15
Guacamole	25
Pineapple	8

## DESSERT

Cape Malva Pudding	50
Waffles Ice Cream	50
Passion Lemon Cheese Cake	60
Double Decker	60





Compass

# DRINKS MENU

## WHISKEY

	Bottle	Tot
J&B	550	25
Bells	650	30
Bains	800	40
Jonny Black	1050	45
Jonny Red	700	35
Jack Daniels	850	40
Jameson Irish	950	40
Jameson Select Reserve	1250	45
Glenfiddich 12yr	1400	60
Glenfiddich 15yr	2400	95
Glenfiddich 18yr	4500	140
Glenlivet 12yr	1400	60
Glenlivet 15yr	2500	95
Glenlivet 18yr	4500	140
Hennessy VS	1400	65
Hennessy VSOP	2500	86
Remy Martin VSOP	2500	95

## GIN

	Bottle	Tot
Inverroche Amber	1300	
Inverroche Vedant	1300	
Tanqueray Imported	800	40
Tanqueray Seville	850	40
Bombay Sapphire	750	40
Gordons Gin	550	30
Stretton's Triple Berry	550	25
Stretton's Dry	550	25
Belgravia Dry	450	20
Belgravia Pink	450	20

## BRANDY & RUM

	Bottle	Tot
Three Ships 10yr	1450	60
Klipdrift Premium	650	30
KWV 5 yr	750	40
Barcardi Rum	550	
Malibu	500	
Red Heart	650	25
Captain Morgan Spiced Gold	450	20
Southern Comfort	550	25
Buffelsfontein	450	20
Richelieu	550	25
Klipdrift Export	500	25

## VODKA

	Bottle	Tot
Belvedere Vodka	1300	
Ciroc Vodka	1300	
Cruz Watermelon	850	45
Sky Vodka	650	40
Sky Cherry Vodka	650	40
Smirnoff 1818	500	30

## WINE BY THE BOTTLE

Nederberg Duet	250
Nederberg Barone	250
Kanokop Kadette	350
Nederberg Rose	200
Nederberg Merlot	280
Durbanville Hills Sauv Blanc	250
Leopards Leap Semi Sweet	250
Waterside Chardonnay	250
Beyerskloof Pinotage	300
Bon Courage Blush	250
Durbanville Hills Merlot	200
Drosthof	250

## WINE BY THE GLASS

House Red Wine	40
Durbanville Hills Merlot	40
House White Wine	40
Two Oceans Sauvignon Blanc	40

## BUBBLY

Moot & Chandon	1800
Mumm Grand Cordon	1800
Veuve Du Vernay (Ice Rose)	450
Pongracz Nectar	500
Krone Boreal	480
Krone Nectar	480
Blush	480
Durbanville Hills Honeysuckle	400
JC Le Roux Domaine	210

## SHOTS

	Bottle	Tot
Jagermeister	900	35
Olmeca Silver / Gold	850	40
Jimador Resposado	850	45
Strawberry Lips	400	20
Lovoka Caramel		40
Amarula / Amarula	500	40
Chocolate		

## BEERS

Black Label 330ml	30
Castle Life 330ml	30
Castle Lager 330ml	30
Hansa 330ml	30
Amstel 330ml	30
Perroni 330ml	30
Windhoek Lager 330ml	30
Budweiser 330ml	30
Heineken 330ml	35
Windhoek Draught 440ml	40
Corona 355ml	40
Devil's Peak 330ml	35

## SHOOTERS

Jagerbomb	50
Jagermeister & Red Bull	
Jelly Baby	40
Blue Curacao, Banana Liqueur & Strawberry Liqueur	
French Kiss	40
Strawberry Lips, Strawberry Liqueur & Cream	
Brain Hemorrhage	35
Tequila, Amarula & Grenadine	
Purple Heart	50
Jagermeister & Potency	
Springbok	40
Amarula & Peppermint Liqueur	
Chocolate Cake	
Vodka, Frangelico & slice of Orange with Sugar	
B52	40
Stroh Rum, Kahlua & Cape Velvet	
Four By Four	35
Stroh Rum, Peppermint Liqueur, Kahlua & Cape Velvet	
Flaming Lamborghini	35
Stroh Rum, Zappa Black, Zappa Blue, Zappa Red, Triple Sec & Cream	
Sowetan Toilet	35
Amarula, Banana Liqueur & Nachtmuzik	
Suitcase	40
Jack Daniels & Passion Fruit	
Blowjob	35
Kahlua, Amarula & Cream	
Banana Blowjob	35
Amarula, Banana Liqueur & Cream	
Liquid Cocaine	35
Vodka, Blue Curacao & Lime	
Kamikaze	35
Vodka, Triplesec & Lime	
Mexican Asshole	35
Tequila, Tabasco & Pineapple/Lemon	

## CIDERS

Smirnoff Spin / Smirnoff Pine Twist	35
/ Smirnoff Storm	
Brutal Strawberry	35
Bernini Classic	35
Savannah Dry / Light	35
Hunters Gold / Dry / Red	35
Flying Fish	35
Black Crown	35
Belgravia Tonic /	35
Belgravia Dry	35
Belgravia Pink	35
Bernini Blush / Amber	30
Brutal Fruit	30
Hunters Extreme	40
Ice Tropes	90



Countess

# DRINKS MENU

## COCKTAILS

	Glass	Jugs		Glass	Jugs
<b>Countess Cocktail</b> Gin, Vodka, Bacardi, Blue Curacao, Red Bull, Orange Juice & Ice	85	215	<b>Long Island Ice Tea</b> 5 White Spirits mixed with Coke, lime & Ice	90	
<b>Countess Long Island Ice Tea</b> Spiced Gold, Vodka, Southern Comfort, Strawberry Liqueur, Banana Liqueur, Blue Curacao, Lime, Mango Juice layered with Crushed Ice	105	245	<b>Pina Colada</b> Bacardi, Malibu, Pina colada base, Pineapple Blended with Ice	75	149
<b>Orgasm e Countess</b> Vodka, Amaretto, Kahlua, Nachtmuzik, Strawberry Liqueur with Crushed Ice	80		<b>Margarita</b> Tequila, Margarita Base & Ice Shaken/Frozen	75	
<b>Mimosa</b> Champagne & Orange Juice	50		<b>Chilli Martini</b> Vodka, Martini Blanco, with chopped chilli & Ice Shaken	55	
<b>Tequila Sunrise</b> Tequila, Grenadine, Orange Juice & Ice	65	119	<b>Grapefruit Martini</b> Vodka, Martini Blanco, Grape Fruit with Ice Shaken	55	
<b>Blue Lagoon</b> Vodka, Blue Curacao, Lime, Blended with Ice	65	119	<b>Blueberry Tang</b> Tanqueray Seville, Blueberry, Lemonade & Ice	60	
<b>Mojito</b> Bacardi, Mojito Base, Mint, Lime, Lemon, Soda Water with Crushed Ice	65	149	<b>Ginger Tang</b> Tanqueray Seville, Ginger, Lemonade/Ginger Ale & Ice	60	
<b>Strawberry Daiquiri</b> Vodka, Strawberry Liqueur, Lime Base, Strawberry Juice with Fresh Strawberries Blended with Ice	75	149	<b>Gi-Gi</b> Tanqueray Seville, Margarita Base, Strawberry Base, Lime Blended with Ice	75	
<b>Cosmopolitan</b> Vodka, Triple Sec, Cranberry Juice, Orange Zest, Shaken with Ice	65		<b>Steelworx</b> Cola Tonic, Ginger Ale, Passion Fruit, Lime, Bitters & Ice	45	
<b>Mummy's Little Helper</b> Vodka, Apple Sour, Grenadine, Apple Ring & Ice	75		<b>Rum &amp; Raspberry</b> Spiced Gold, Sparberry & Ice		159
<b>Sex On The Beach</b> Vodka, Grenadine, Orange Juice & Ice	65	119	<b>Tanqueray Mojito</b> Tanqueray Gin, Mojito Base, Mint, Lemon, Lime, Soda Water with Crushed Ice		219
<b>Martini</b> Silver Tequila, Martini Blanco, Shaken with Ice	75		<b>Pimms</b> Pimms, Cactus Jack, Whiskey, Bitters, Lemonade, Apple & Orange with Ice		199
<b>Caipirinha</b> Bacardi, Sugar, Lemon, Lime, Soda Water with Crushed Ice	55	139	<b>Cane Train</b> Cane, Crème Soda & Ice		139
<b>Sangria</b> Red Wine, Fanta Orange, Sprite, Lemonade, Apple & Orange with Ice	55	139	<b>Gin Mojito</b> Gin, Mojito Base, Mint, Lemon, Lime, Soda Water with Crushed Ice		169
<b>Bloody Mary</b> Vodka, Tomato Juice, Worcestershire Sauce, Tabasco & Ice	50		<b>Berry Mojito</b> Bacardi, Strawberry Liqueur, Mojito Base, Mint, Fresh Strawberries, Lemon, Lime, Soda Water with Crushed Ice		199





a world class African city

## ZONING INFORMATION NOTE PAD

REQUESTED BY:	
LAND USE SCHEME:	CITY OF JOHANNESBURG LAND USE SCHEME 2018
NAME OF APPLICANT:	
ERF / HOLDING / FARM PORTION: Erf 431	
TOWNSHIP NAME / HOLDING NAME / FARM NAME: Melville	
STREET NAME AND NUMBER:	
USE ZONE: Special (As per attached annexure)	
HEIGHT ZONE: A (0) two storeys	
FLOOR AREA RATIO:	As per attached annexure
COVERAGE	50%
DENSITY: As per scheme	
BUILDING LINE: As per scheme	
PARKING: As per attached annexure	
AMENDMENT SCHEME APPLICABLE 384N	
BSERVED BY: Sandy	DATE: 03 May 2022

City of Johannesburg Land Use Scheme 2018 is open for inspection at the 8<sup>th</sup> floor, 158 Civic Boulevard (previously 158 Loveday Street) between 8:00 and 15:30 weekdays. The applicant must verify the information contained herein by inspection of the Land Use Scheme. Whilst the utmost is done to ensure accuracy, the City of Johannesburg does not accept responsibility for any incorrect information given on this form.

The applicant's attention is drawn to the general provisions of the Land Use Scheme.

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

**JOHANNESBURG TOWN PLANNING SCHEME, 1979  
AMENDMENT SCHEME 384N**

JOHANNESBURG TOWN PLANNING SCHEME, 1979, APPROVED BY VIRTUE OF ADMINISTRATOR'S NOTICE 1157, DATED 3 OCTOBER 1979, IS HEREBY FURTHER AMENDED AND ALTERED IN THE FOLLOWING MANNER:

1. THE MAP, SHEET A43 AND B43 AS SHOWN ON MAP 3, AMENDMENT SCHEME 384N.
2. BY THE ADDITION OF THE FOLLOWING IN NUMERICAL AND ALPHABETICAL SEQUENCE TO TABLE N OF THE SCHEDULE OF THE SCHEME, READ WITH CLAUSE 70:

COLUMN 1. **USE ZONE**  
SPECIAL

COLUMN 2. **DESCRIPTION OF LAND**  
MELVILLE, ERF 431

\* COLUMN 3. **PRIMARY RIGHTS (LAND USE TABLE C).**  
OFFICES, AN ANTIQUE SHOP, SHOP AND DWELLING UNITS

COLUMN 4. **USES WITH CONSENT (LAND USE TABLE C)**

COLUMN 5. **USES NOT PERMITTED (LAND USE TABLE C)**

COLUMN 6. **WIDTH OF SERVITUDE AREA - STREET**

COLUMN 7. **STOREYS OR HEIGHT IN METRES**  
HEIGHT ZONE 0 (TWO STOREYS)

COLUMN 8. **COVERAGE**  
50%

COLUMN 9. **F.A.R. OR FLOOR AREA**  
0,6 NON-RESIDENTIAL TO BE RESTRICTED TO THE EXISTING DWELLING HOUSE ONLY

COLUMN 10. **PARKING PROVISION**  
4 BAYS PER 100m<sup>2</sup> FOR OFFICES  
6 BAYS PER 100m<sup>2</sup> FOR ANTIQUE SHOP

COLUMN 11. **DENSITY**

COLUMN 12. **BUILDING LINE PROVISIONS**

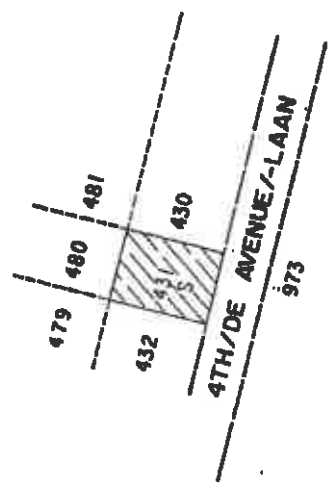
COLUMN 13. **GENERAL PROVISIONS**  
1. A SITE DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE COUNCIL FOR APPROVAL.

COLUMN 14. **AMENDMENT SCHEME NUMBER**  
384N

APPROVED

  
.....  
**EXECUTIVE DIRECTOR : DEVELOPMENT PLANNING,  
TRANSPORTATION AND DEVELOPMENT  
(CITY OF JOHANNESBURG)**

DATE... 29/7/03.....




**MELVILLE**  
ERF 431

VERWYSING/REFERENCE

- S SKEDULE SCHEDULE
-  SPESIAAL SPECIAL

APPROVED

  
 EXECUTIVE DIRECTOR : DEVELOPMENT  
 PLANNING, TRANSPORTATION AND  
 ENVIRONMENT  
 (CITY OF JOHANNESBURG)

DATE 29/7/03

**MELVILLE**  
**ERF 431**

VERWYSING/REFERENCE

S SKEDULE  
SCHEDULE

Gebied nie  
begrens HOOGTESONE 0  
Area not  
bordered HEIGHT ZONE 0

APPROVED

*[Signature]*  
EXECUTIVE DIRECTOR : DEVELOPMENT  
PLANNING, TRANSPORTATION AND  
ENVIRONMENT  
(CITY OF JOHANNESBURG)

DATE 29/7/03

