



APPLICATION REFERENCE NUMBER **GLB7000009469**

DOCUMENT FORMALITIES

Application Type **New Application**

License Type **Restaurant**

Applicant Natural Person Non-Natural Person (Trust, Company, Partnership or Close Corporation)

SECTION 0

Application submitted by:

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

First Name **Lehlag** Surname **Sebake**

Second Name **N/A** Street Number **11**

Street Name **Reynolds Street** Suburb **Kensington**

City **Johannesburg** Code **2094**

Mobile Phone **0717347121** Land Line **0717347121**

Email Address **sebakelehlag@yahoo.com**

LICENSE COST

AMOUNT **R 4 5 0 0 . 0 0**

PAYMENT DUE

AMOUNT **R 2 2 5 0 . 0 0**

SECTION 1 - APPLICANT DETAILS

NO	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
1.1	First Name(s) of Applicant	Sydney Sifiso
	Surname of Applicant	Motha
1.2	Age of the Applicant	31
1.3	Identity Number	8512285294084
	Residential Address or Registered Office Address	
	Street Number	11
1.4	Street Name	Reynolds Street
	Suburb	Kensington
	City	Johannesburg



5	P.O. Box Number	N/A
	Postal Code	2094
6	Business Telephone Number	0717347121
7	Email Address	sebakelehaga@yahoo.com
8	Cellphone Number	071 734 7121
Physical Address of the premises for which the liquor permit is required		
	Street Number	Shop 5B
9	Street Name	7th Avenue
	Suburb	Melville
	City	Johannesburg
	ERF Number	87th

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

QUESTION	LIQUOR LICENCE APPLICATION REQUIREMENT	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

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

QUESTION	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
2.7	has a controlling interest in such a company, closed corporation or trust ?	<input type="radio"/> YES <input checked="" type="radio"/> NO



3 is a partner in such a partnership ? YES NO

4 is the main beneficiary under such a trust ? YES NO

SECTION 3 - GENERAL DETAILS

LIQUOR LICENCE APPLICATION REQUIREMENT INPUT

3.1 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 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

No	Name	Surname	Identity Number	Address	Nature Of Interest / Notes
1)	N/A	N/A	N/A	N/A	N/A

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). YES NO

3.3 In the case of an application for a liquor store licence, sorghum beer or 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 YES NO

All Types of Liquor

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. YES NO

0 - 500 liters



LIQUOR LICENCE APPLICATION REQUIREMENT

INPUT

3 Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number

ERF 87
Street 7th Avenue
Farm number N/A

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

On Consumption
 Off Consumption

Under what name is the business to be conducted ?

Cellar Wine Restaurant

In which region are the premises situated ?

Johannesburg Liquor Licenses

Will the applicant have the right to occupy the premises referred to in question 8 ?

YES NO

1 In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.

On the Premises

1 Is the application made in respect of premises which has not yet been erected ?

YES NO

2 Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?

YES NO

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 ?

YES NO

2 Is an application made for any determination, consent, approval or authority which could be granted by the board?

YES NO

1 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)

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

Signature of Applicant
or Authorized Person

[Handwritten Signature]

Date

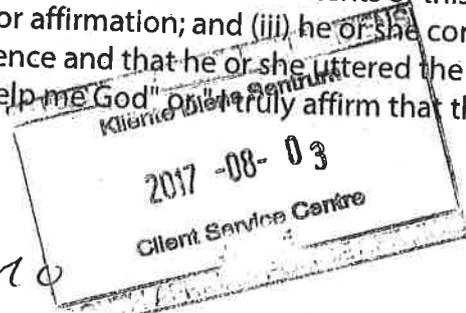
03/08/2017

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

certify that this declaration has been signed and sworn to or affirmed before me by the applicant or an authorized 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 has uttered the following words "I swear that the contents of this declaration are true, so help me God" or he or she truly affirm that the contents of this declaration are true".

Commissioner Of
Oaths Signature

[Handwritten Signature]



Date

2017/08/03

First Name(s)

MOKOTIWA PATRICK

Surname

WAKEKE

Business Address Line 1

1439 ALBERTINA STANW ROAD

Business Address Line 2

STAD

Business Address Line 3

Designation

MO

Area for which appointment is held

GAUTENG

Office held if appointment is Ex Officio

SASS 06



NOTIFICATION OF PAYMENT

To Whom It May Concern:

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

Date Actioned : 2017/08/04
Time Actioned : 12:40:16
Trace ID : JWQQFJND

Payer Details

Payment From : *S B K LIQUOR CONSULTANTS
Cur/Amount : ZAR2250.00

Payee Details

Recipient/Account no : 5000965
Name : GLB2
Bank : FNB
Branch Code : 250655
Reference : GLB7000009469

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank website at 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.

Disclaimer:

The information contained in this email is confidential and may contain proprietary information. It is meant solely for the intended recipient. Access to this email by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this is prohibited and may be unlawful. No liability or responsibility is accepted if information or data is, for whatever reason corrupted or does not reach its intended recipient. No warranty is given that this email is free of viruses. The views expressed in this email are, unless otherwise stated, those of the author and not those of First National Bank Limited or its management. First National Bank Limited reserves the right to monitor, intercept and block emails addressed to its users or take any other action in accordance with its email use policy. Licensed divisions of FirstRand Bank Limited are authorised financial service providers in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.

REPRESENTATION IN SUPPORT OF THE APPLICATION

COMPLETE WRITTEN REPRESENTATION TERMS OF SECTION 23 (1) (a) OF THE GAUTENG LIQUOR ACT OF 2003 (THE ACT), FOR THE GRANTING OF A RESTURANT LIQUOR LICENSE IN ACCORDANCE WITH SECTION 28 (1) (a) (ii) OF THE ACT.

1. NATURE OF THE APPLICATION

This application is brought to the Honorable Liquor Board of the Gauteng Province via the Johannesburg regional office in terms of section 23 of the Liquor act, 2003 (Act no 2 of 2003) hereafter referred to as "the Act" for a Restaurant liquor License as contemplated in Section 28(1)(a)(ii) of the Act for which Act make Provision.

The proposed premises are located in business area: **Shop 5B, situated at 87, 7th Avenue, Melville, Johannesburg**

The application is an application for the granting of a Restaurant License (on-consumption) as contemplated in the act in order to adhere to the requirements set out in law. The premises are established in a prominent area and are locally situated. The applicant applies specifically for a restaurant since there is a growing market in the surrounding area. The applicant will introduce a different and tradition in the area and with this professional approach to life and adding something new in the market and will operate and astute responsibility and will conduct business orderly and in a professional manner should the license be granted and the establishment will be of the public's interest.

2. PROSPECTIVE HOLDER

The applicant and prospective license holder **Sydney Sifiso Motha (851228 5294 084)** will have 100% interest in the liquor license. The close cooperation will personally be involved in the day to day running of the business and also with the assistance of the appointed managers which will be appointed in terms of Section 40 of the Gauteng Liquor Act of 2003.

The applicant as the prospective license holder would strive to maintain a high standard which prevails in regards to the law as required by the regulations for the license applied for and also provide quality service to the clientele in general.

The applicant is up to speed with the legislation and is well versed in what is expected of him in terms of the Liquor Act, and the mere reason that she is bringing this application serves as proof thereof

The applicant is not disqualified in terms of the Act and as envisaged in the Act. For that purpose we enclose a Police clearance of the members.

Furthermore, the applicant is of good standing and complies with all the tax law of South Africa. The close cooperation is not disqualified in terms the Act and/or as envisaged by the Act. In support thereof a Tax clearance to show that the applicant has no outstanding issues with SARS.

The applicant does not hold a financial or any other interest in the liquor trade anywhere else in the Republic of South Africa. It thereof is humbly argued that the application does not cause a harm monopolistic condition to arise or to be aggravated in the liquor trade in general.

3. RIGHT OF OCCUPATION

The prospective licensee has the right of occupation to the premises and has already entered into an agreement of lease with the owners of the property in terms of which it has the right of occupy of the premises- see attached lease agreement.

4. PARTICULARS PERTAINING THE APPLICATION

A detailed written description of the premises to which the application relates, together with color Photographs of external and internal features of the premises are attached to the application in terms of Section 23(1) (c) of the Act.

The premises will be fully furnished and equipped to comply with the tobacco products controls amendment act, of 1999 (Act no.12 of 1999). The premises set out in this application are smoking restaurant and there is a specifically designated smoking area. This area compromises an extremely small portion of the premises and as far as less than 25% maximum allowed in terms of the Act.

Attached to the application is a detailed sketch plan of the premises as required in terms of the Act.

5. CONCLUSION

Everything possible done by Government to encourage businesswomen to participate and stipulate this segment of the market which will be naturally lead to new employment opportunities as well as funds for the Government as a result of additional tax, both personal and value added tax, thus enriching the local community as well as the entire country.

We humbly plea that the honorable board will consider all given facts favorably and grant the license applied for.

DETAILED DESCRIPTION FOR APPLICATION IN TERMS OF SECTION 23 OF THE LIQUOR ACT-CELLAR WINE RESTURANT ERF, SHOP 5B, SITUATED AT 87, 7TH AVENUE, MELVILLE, JOHANNESBURG.

This a detailed written description of the premises in terms of Section 23 (1) (c) of the Gauteng Liquor Act, Act 2 of 2003 (referred to herein after as "The Act") with regard to an application for the granting of Restaurant Liquor License in terms of Section 28 (1) (a) (ii) of the act with regard to Cellar Wine Restaurant.

Color photographs of the external and internal features of the proposed premises are attached to the application in terms of the afore said section of the Act.

The concerned premises are located at: **SHOP 5B, SITUATED AT 87, 7TH AVENUE, MELVILLE, JOHANNESBURG.**

Access to the proposed premises will be through a 3 sliding glass doors into the dining area of the pub which will accommodate seating for approximately 50+ persons at free standing tables and chairs.

The applicant will provide a serving counter at the back of the premises, as indicated on the layout plan annexed hereto. Provision will be constructed of a brick base and plastered floor.

The applicant will provide toilet facilities for both ladies and gents. Ladies will be provided with two WC's and one wash-hand basin. The toilets will be tiled in accordance with the national Building Regulations and the Liquor Board requirements.

All the food on the applicant's menu will be prepared in the kitchen situated inside the proposed premises and bought onto the premises, although there is an alternative entrance to the preparation area from the main entrance of the premises.

The floors throughout the dining area in the restaurant will be plastered. Sufficient lighting will be provided throughout the restaurant.

AFFIDAVIT REQUIRED BY THE LIQUOR BOARD PRIOR TO THE FINALIZATION OF THE APPLICATION
IN RESPECT OF A LIQUOR LICENSE IN TERMS OF THE TOBACCO PRODUCTS CONTROL AMENDMENT
ACT OF NO 12. OF 1999

I, the undersigned,

SYDNEY SIFISO MOTHA

(I.D. 851228 5294 084)

In my sole capacity and as the applicant of a liquor license

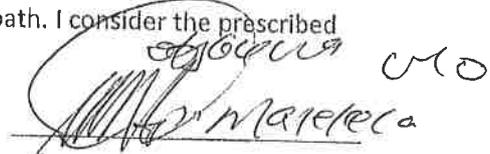
Do hereby oath and say that:

1. I'm the applicant of the CELLAR WINE RESTURANT (MELVILLE).
2. The contents of this affidavit are withIn my own personal knowledge and are true and correct.
3. The premises set out in this application are smoking gaming liquor license premises and there is a specifically designated smoking area. This area compromises an extremely small portion of the premises and as far as less than 25% maximum allowed In terms of the Act.



DEPONENTS SIGNATURE

SINGED and SWORN to before me at REPVE 1002 on this 03 day of AUGUST 2017
2017 the deponent having acknowledged that he/ she knows and understand the contents of this
affidavit, that he/she have no objection in the taking the prescribed oath. I consider the prescribed
oath as binding on my conscience



COMMISSIONER OF OATHS

AFFIDAVIT
APPLICATION IN TERMS OF SECTION 23 OF THE LIQUOR ACT-CELLAR WINE RESTAURANT
SHOP 5B, SITUATED AT 87, 7TH AVENUE, MELVILLE, JOHANNESBURG

I the under signed,

Lehlagu Sebake (I.D. 8905235867084)

Do hereby make oath and say that:

1. The contents of this affidavit are within my own personal knowledge and are to the best of my knowledge.
2. I am a liquor consultant of record in the respect of this application.
3. I have visited the premises and the area surrounding the premises to ascertain the locality of churches, schools and other similar premises. In order to obtain information required. I drove around the area to obtain the information required.

Names and nature of educational institutions within a radius of 1 kilometer from the premises.

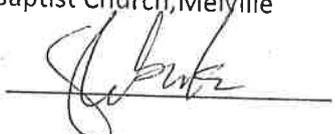
- Melpark Primary School, Tinker School Melville, The Foundation School, Footwear Design and Technology school of South Africa, University of Johannesburg.

Names and distances to similar licensed premises within a radius of 1 kilometer from the premises.

- Cafe Mexicho, Cafe De la Creme, Ant Cafe, Ratz Bar Melville, Six Cocktail Bar, IT Corner, Jo' Ann a Melt Bar, Nonu's Portuguse, Hell Kitchen, Poppy's. There could be more similar licensed premises in the area.

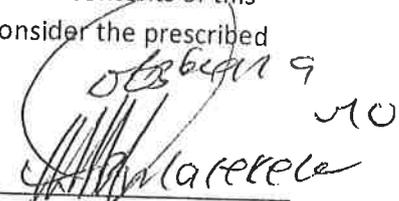
Places of Worship within a radius of 1 kilometer from the premises.

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


DEPONENTS SIGNATURE

SINGED and SWORN to before me at Lehlagu Sebake on this 03 day of August 2017
2017 the deponent having acknowledged that he/ she knows and understand the contents of this
affidavit, that he/she have no objection in the taking the prescribed oath. I consider the prescribed
oath as binding on my conscience




COMMISSIONER OF OATH



Tax Clearance Certificate Number:
0700/2/2017/A001124692

Tax Clearance Certificate - Good Standing

Enquiries
0800 00 SARS (7277)
Approved Date
2017-07-12
Expiry Date
2018-07-12

Identity number: 8512285294084
Income Tax: 0107378176
SS MOTHA
Trading Name

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

THE HONORABLE MEMBERS OF THE GAUTENG LIQUOR BOARD

Dear sirs/ madams

Condonation in terms of section 140 of the Liquor Act, 2 of 2003

SAPS CLEARANCE CONDONATION

This is to notify the attention of the honorable board and local committee that saps clearance /suitability certificate concerning liquor license application is not submitted with the application.

The applicant has applied for the certificate, and it will be ready in due course from the authorities and in view of the urgency and need to submit the application, the applicant has not being able to secure the clearance on time but has been advised by the saps in will be ready in due course.

In light of this situation the honorable board is indulged to accept the application and in due time, once the saps has issued the clearance, it will be provided to the liquor board regional office so as to avoid and prevent delay in application consideration.

GEREGISTREERDE WOON- EN POSADRES

Bewys van u Geregistreerde Woon- en Posadres in hierdie sake.

Indien u van adres verander het, of indien besonderhede van u adres, bv. straatnaam en/of nommer, ens. verander het, moet u die vorm KENNISGEWING VAN ADRESVERANDERING, wat slegs agter in die edelrite se dokument is, gebruik word om die oorspronklike melding te verander. Indien u van adres verander het, moet u die naste streek-adreskantoor van die DEPARTMENT VAN LANDESAKKE

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

Keep the proof of your Registered Residential and Postal Address in this pocket.

You have changed your address, or if particulars of your address, e.g. name of street and/or street number, etc., have changed, the NOTICE OF CHANGE OF ADDRESS form in 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 district office of the DEPARTMENT OF HOME AFFAIRS.

I.D. No. 851228 5294 08 4



S. A. BURGER/S. A. CITIZEN

VAN/SURNAME
MOTHA

VOORNAME/FORENAMES
SYDNEY SIFISO

GEBORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBORTE DATUM/
DATE OF BIRTH

1985-12-28

DATUM UITGEDEK
DATE ISSUED

2001-05-25

UITGEDEK OP GESAAG VAN DIE
DIREKTEUR-GENERAAL
BINNELANDSE SAKKE

ISSUED BY AUTHORITY OF THE
DIRECTOR-GENERAL
HOME AFFAIRS



NAME: SYDNEY SIFISO MOTHA

DATE: 07/07/2017

PLACE: MELVILLE

EXTRACT FROM THE MINUTES OF THE MEETING OF THE MEMBER OF THE ABOVE CLOSE CORPORATION HELD ON THE ABOVE DATE AT THE ABOVE LOCATION

RESOLVED:

1. That the close corporation make application for restaurant Liquor licenses alternatively such other liquor license as the honorable Board in its discretion may decide at the premises being Cellar Wine Restaurant at Shop 5B, situated at 87, 7th Avenue, Melville, Johannesburg.
2. That the above member of the close corporation in his capacity as a member of the close corporation is hereby authorized to do all such things and sign all such documents as may be necessary or requisite to give effect to paragraph 1 of this resolution.
3. That the close corporation grant to the appointees set out in the power of attorney tabled and approved at this meeting the authorities set out in that power of attorney.
4. That LEHLAGA SEBAKE of Johannesburg, be instructed to prepare and lodge the application and he is hereby authorized to do all such things and sign all such documents as may be required to give effect to paragraph 1 of this resolution.

Certified true extract:



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a solid horizontal line.

AGREEMENT OF LEASE

1. PARTIES

1.1 **KREBESS INVESTMENTS (PTY) LIMITED**

(Herein represented by **G P ZANASI** he being duly authorised thereto)

(hereinafter referred to as "the **LESSOR**")

BEYOND VISION HOLDINGS (PTY) LTD

Registration No: 2012/127565/07

(Herein represented by **SYDNEY SIFISO MOTHA** he being duly authorised thereto)

(hereinafter referred to as "the **LESSEE**")

2. THE LEASED PREMISES

The **LESSOR** hereby lets to the **LESSEE** who hereby hires certain premises being Shop 5B, situated at 87, 7th Avenue, Melville, Johannesburg ("the **LEASED PREMISES**").

3. COMMENCEMENT AND DURATION OF LEASE

The lease shall commence on the 1st August 2017 ("the **EFFECTIVE DATE**") and subject to the terms and conditions of this lease, shall endure for a period of 1 (One) year from the **EFFECTIVE DATE**.

4. RENTAL

The rental payable in respect of the **LEASED PREMISES** shall be as follows:

4.1 for the month of August 2017 Nil;

4.2 for the period 1st September 2017 to 31st July 2018, the sum of R 15 000.00 (FIFTEEN THOUSAND RAND) per month (exclusive of VAT).

5. OPTION

5.1 The **LESSEE** shall have the right to renew this lease for a further period of 1 (Three) years ("the **RENEWAL PERIOD**") provided that: -

5.1.1 this lease shall not terminate prior to the commencement of the **RENEWAL PERIOD**;

5.1.2 the **LESSEE** shall have complied with all the obligations undertaken by the **LESSEE** and which shall have fallen due for compliance at the commencement of the **RENEWAL PERIOD**;

5.1.3 the **LESSEE** gives the **LESSOR** written notice of the exercise of its rights to renew this lease 3 (THREE) calendar months prior to the commencement of the **RENEWAL PERIOD**;

5.1.4 upon such renewal, the terms and conditions governing this lease during the **RENEWAL PERIOD** shall be the same *mutatis mutandis* as those which govern this lease prior to the commencement of the **RENEWAL PERIOD**, save that the rental payable shall be as set out in clause 5.2 below.

5.2 Should the **LESSEE** renew this lease in accordance with the provisions of clause 5.1 above, the monthly rental payable by the **LESSEE** to the **LESSOR** during the **RENEWAL PERIOD** shall be as follows:

5.2.1 for the period 1st August 2018 to 31 July 2019 the sum of R16 200.00 (SIXTEEN THOUSAND TWO HUNDRED RAND) per month exclusive of VAT;

5.2.2| for the period 1st August 2019 to 31st July 2020| the sum of R17 496.00 (SEVENTEEN THOUSAND FOUR HUNDRED AND NINETY SIX RAND) per month exclusive of VAT;

5.2.3| for the period 1st August 2020 to 31st July|2021 the sum of R18 895.68 (EIGHTEEN EIGHT HUNDRED AND NINETY FIVE RAND SIXTY EIGHT CENTS) per month exclusive of VAT|

6. **SPECIAL CONDITIONS**

The further terms and conditions of this lease are set out in the Schedule of Conditions annexed hereto marked "A", and which shall be regarded as if specifically incorporated herein.

7. **PAYMENTS**

All payments to be made in terms of this lease by the **LESSEE** to the **LESSOR** shall be made into the following bank account:

NAME: Krebess|Investments (Pty) Ltd

BANK: Absa

BRANCH CODE: 512809

ACCOUNT No: 1030411281

or at such other address as| the **LESSOR** may notify the **LESSEE** in writing from time to time.

8.1 DOMICILIUM AND NOTICES

The parties choose as their respective *domicilia citandi et executandi* for all purposes under this contract, whether in respect of payments, court process, notices or other documents or communications of whatsoever nature the following addresses:

8.1.1 THE LESSOR

C/o Kokkoris Attorneys

80 Corlett Drive

Melrose North

Johannesburg

Tel: 011 880 2596

E-Mail: valos@kokkoris.co.za

8.2 THE LESSEE

At the **LEASED PREMISES**

Tel: 082 600 1225

Email: sifiso@beyondvisionholdings.co.za

8.3 Any notice or communication required or permitted to be given in terms of this contract shall be valid and effective only if given in writing, but it shall be competent to give notice by facsimile provided receipt is receipt confirming due completion of transmission.

8.4| Either party shall be entitled, by notice to the other, to change the physical address chosen as its *domicilium citandi et executandi* to any other physical address in the Republic of South Africa, or its facsimile number, provided that the changes shall only become effective upon receipt of the notice by the addressee.

8.5| Any notice to a party which is sent by pre-paid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the tenth day after posting (unless the contrary is proved); or

8.5.1| delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery or transmitted by telefax to its chosen facsimile number, if any stipulated above shall be deemed to have been received on the date of despatch unless the contrary is proved or;

8.5.2| transmitted by electronic e-mail to its chosen e-mail address (if any) as stipulated above shall be deemed to have been received on the first business day succeeding the day of despatch unless the contrary is proved;

8.5.3| Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

9 | DEPOSIT

9.1 The **LESSEE** shall pay, on the date of the signing hereof, a deposit of R15 000.00 (FIFTEEN THOUSAND RAND) to the **LESSOR**. The **LESSOR** shall have the right of applying the whole or any portion thereof towards payment of rent or charges of water, electric current, gas, key replacements or renovations or any other liability for which the **LESSEE** is responsible. If any portion of the deposit is so applied, the **LESSEE** shall forthwith reinstate the deposit to its original amount.

8.2 The deposit together with interest accruing thereon at the rate of 6% per annum shall be retained by the **LESSOR** or the agent until the expiry of this lease, the vacation of the premises by the **LESSEE** and the complete discharge of all the **LESSEE'S** obligations to the **LESSOR** arising from this lease. The **LESSEE** shall not be entitled to set off against the deposit any rent or other amount payable by him, even at the conclusion of this lease.

9 | CHANGE OF OWNERSHIP

Should the **LESSOR** at any time during the currency of the lease sell the property of which the **LEASED PREMISES** form part, or should any of the holders of the shares

in the LESSOR sell such of those shares that the purchaser/s thereof acquire/s control of the LESSOR, then notwithstanding anything to the contrary elsewhere contained or implied herein, neither the LESSOR nor LESSEE shall be entitled to cancel this lease agreement.

11 CONDITION PRECEDENT

This lease in its entirety is conditional upon SYDNEY SIFISO MÓTHA binding himself as surety and co-principal debtor with the LESSEE in favour of the LESSOR by signing the surety ship annexed hereto marked "B".

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS _____ DAY OF _____ 2017.

AS WITNESSES:

1. _____

2. _____

LESSOR

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS DAY OF
2017.

AS WITNESSES:

1. _____

2. _____

LESSEE _____

SCHEDULE OF CONDITIONS

1. CONDITION OF LEASED PREMISES

The **LESSEE** records that he has thoroughly inspected the **LEASED PREMISES**, and hires the same in the condition and to the extent as they are at the **EFFECTIVE DATE**, and there shall be no obligation upon the **LESSOR** to effect repairs or renovations of any nature whatsoever to the **LEASED PREMISES** save as may be provided for in this agreement.

2. RENT

2.1 The rent payable in terms hereof shall be payable monthly in advance without deduction by the seventh day of each calendar month.

2.2 Notwithstanding the provisions hereof, should the municipal rates and taxes payable in respect of the property or in respect of any improvements thereon be increased at any time during the currency of this lease so as to exceed at any time the municipal rates and taxes payable on the **EFFECTIVE DATE**, then the **LESSOR** shall on the production of satisfactory documentary evidence supporting such increase, be entitled from time to time with effect from the date referred to in clause 2.3 to increase such rates and taxes payable by the same percentage as applied by the relevant local authority.

2.3| The above rental referred to in clause 2.2|above shall be and become payable with effect from the first day of the month following that in which the notice advising the **LESSEE** of the increase in rental is delivered to the **LESSEE** together with documentary proof referred to in clause 2.2|above.|

2| THE LESSEE'S OBLIGATIONS

The **LESSEE**; -

3.1 shall use the **LEASED PREMISES** only for the purpose of a bottle store including wine tasting.

3.2| shall ;|

3.2.1| not use the **LEASED PREMISES** for any other purpose other than set out in clause 3.1 without the **LESSOR'S** prior written consent.

3.2.2| apply to the competent authority for the transfer of the licence under which his business on the **LEASED PREMISES** is|for the time being conducted.

3.3| shall not :-|

3.3.1 cede, assign, mortgage or pledge any of his rights under this lease;

3.3.2 sub-let the **LEASED PREMISES** or part thereof without the written consent of the **LESSOR**, which consent shall not be unreasonably withheld.|

3.3.3| place anyone else|in occupation of the **LEASED PREMISES** or
part thereof on any conditions whatsoever or for any reason
whatsoever, nor

3.3.4| if|the **LESSEE** is|a|company sanction any transfer of its shares
and/or the allotment of any of its shares additional to those issued
at the **EFFECTIVE DATE**.

3.3.5| if the **LESSEE** is a close| corporation, each member shall be
permitted to sell/transfer his interest to the other member or
alternatively to a third party who is|creditworthy and who will stand
surety for the **LESSEE** under the lease.|

3.4| shall not erect, install and/or affix any advertising sign and/or hoarding on
any part of the **LEASED PREMISES** without the written consent of the
LESSOR first had and obtained;

3.5| shall keep and maintain at all times the advertising sign and/or hoarding
that may be erected, installed or affixed with|the consent of the **LESSOR**
in good and proper working order;

- 3.6| shall comply with and carry out from time to time all the requirements of any competent authority in regard to any sign erected;
- 3.7| indemnifies the **LESSOR** against any claims (including costs) of any nature whatsoever made against the **LESSOR** under any circumstances whatsoever as a result of the erection or installation of any sign or any defect therein or as a result of any failure on the part of the **LESSEE** or any of the **LESSEE'S** servants or agents to keep or maintain such sign in good order or condition;
- 3.8| shall at all times and at his own cost and expense keep and maintain the interior of the **LEASED PREMISES** in good order and repair and shall at the termination of the lease redeliver the **LEASED PREMISES** to the **LESSOR** in the same good order and repair as existing at the **EFFECTIVE DATE**, fair wear and tear excepted.
- 3.9| shall not keep or permit to be kept or done in the **LEASED PREMISES** anything which in terms of any of the conditions of any fire insurance policy held from time to time by the **LESSOR** in respect of the improvements on the property, may not be kept or done therein or which will or may increase the rate premium payable in respect of any such fire insurance policy, provided that:-|

3.9.1 should the **LESSOR** obtain at the request of the **LESSEE** an amendment of any such policy to permit the keeping of any particular articles in or upon the **LEASED PREMISES** by the **LESSEE**, and

3.9.2 should any additional premium become payable by the **LESSOR** as a result of that amendment or permission, then that additional premium shall be payable by the **LESSEE** to the **LESSOR** at least 7 (SEVEN) days prior to the date upon which it becomes payable in terms of the said policy;

3.9.3 shall not do or permit anything to be done which renders or may render void or voidable any fire insurance policy held from time to time by the **LESSOR** in respect of the said building or any part thereof;

3.10 shall not contravene or permit the contravention of :-

3.10.1 any law, by-law, statutory regulation or the conditions of any licences relating to or affecting the occupation of the **LEASED PREMISES** or the carrying on of the **LESSEE'S** business therein;

3.10.2 any of the conditions of title of the property;

3.11 shall not make any alterations or additions to the **LEASED PREMISES**, whether structural or otherwise, without the prior written consent of the **LESSOR**;

3.12 shall notwithstanding the provisions of clause 3.11 should the **LESSOR** so require, at the termination of the lease restore the **LEASED PREMISES** to the condition which they were at the **EFFECTIVE DATE** and if so required, then in such event the **LESSEE** shall be entitled to remove such additions as it may have effected to the **LEASED PREMISES** provided that in so doing he shall not cause any damage to the **LEASED PREMISES** and should the **LESSOR** not require the removal of or the **LESSEE** decide not to remove any improvements made to the **LEASED PREMISES**, the **LESSOR** shall not be liable to the **LESSEE** for any compensation whatsoever in respect thereof;

3.13 shall keep and maintain at his cost electrical, gas (if any), drainage and sanitary works on the **LEASED PREMISES** in good order and condition, fair wear and tear excepted;

3.14 shall:-

3.14.1 use his best endeavours to prevent any blockage of any sewerage or water pipes or drains in or used in connection with the **LEASED PREMISES**;

- 3.14.2 remove at his cost any obstruction blockage referred to in clause 3.14.1 which occurs in the **LEASED PREMISES**;
- 3.15 shall not have any claim of any nature whatsoever, for damages, compensation or other relief against the **LESSOR** due to: -
- 3.15.1 The **LEASED PREMISES** or any part thereof being in a defective condition or in a state of disrepair;
- 3.15.2 any damage or loss caused to or sustained by the **LESSEE** or to any of his assets in the **LEASED PREMISES** as a result of vis maior or casus fortuitus, or
- 3.15.3 any loss or damage sustained by the **LESSEE** by reason of any act or neglect whatsoever on the part of the **LESSOR**, their servants or agents;
- 3.16 shall not be entitled to withhold or delay payment of any monies by the **LESSEE** to the **LESSOR** in terms of this lease or by reason of the **LEASED PREMISES** or any part thereof being in a defective condition or in a state of disrepair;
- 3.17 shall pay on demand to the **LESSOR** or to the local authority, as the **LESSOR** may direct, all deposits relating to, and the costs of all electric current, to be consumed or consumed in or on the **LEASED PREMISES**.

- 3.18 shall have no claim of any nature whatsoever, whether for damages or remission of rent, against the **LESSOR** for any interruption in the supply of water, gas or electricity to the **LEASED PREMISES**.
- 3.19 shall have no claim of any nature whatsoever against the **LESSOR** or any tenant, servant or agent of the **LESSOR** for any accident, injury, loss or damage caused to the **LESSEE** or any other person whatsoever through or while using any portion of the **LEASED PREMISES** of the **LESSOR**, their servants, tenants or agents, or any other cause;
- 3.20 shall have no claim of any nature whatsoever against the **LESSOR** for damage done or caused to the **LESSEE'S** stock-in-trade, equipment, books, papers or other articles kept in or in the **LEASED PREMISES**, whether by rain, hail, lightning, fire or by reason of riot, strikes, State's enemies, or through any other cause whatsoever;
- 3.21 hereby irrevocably indemnifies the **LESSOR** their servants and agents against all claims, without exception, which may be made against the **LESSOR** or any of the aforesaid persons by any person whomsoever claiming loss or damage sustained howsoever while in, upon or about the **LEASED PREMISES** or any portion thereof, the indemnity to extend to loss or damage sustained in, upon or about the property on which the

LEASED PREMISES are situate, by a client, customer, supplier or invitee of the **LESSEE** or any other person whomsoever;

3.22| shall keep and maintain at his own cost all shop fronts and plate glass bounding the **LEASED PREMISES** in good order and condition and shall be obliged to effect adequate insurance cover against damage of every nature whatsoever to all shop fronts and plate glass installed from time to time in the **LEASED PREMISES**;

3.23| shall pay for the cost of any electrical or other installations or connections required in or about the **PREMISES** and the building;

3.24| shall pay to the **LESSOR** the **LESSEE'S** pro rata share of:-

3.24.1 every new levy impost or tariff of whatsoever nature that is imposed on the **LESSOR** either as owner or lessee of the property or in respect of the services supplied to occupiers of immovable property;

3.25| shall reimburse the **LESSOR** for any premiums for such insurance that may have been taken out by the **LESSEE** that are paid by the **LESSOR** or which the **LESSOR** takes out as a result of the failure of the **LESSEE** to take such insurances out in terms of this lease.

3.26| In the event of value added tax, or any other form of tax imposed by the Government or by any regional, local or other competent authority being payable by the **LESSOR** in terms of this lease, the **LESSEE** shall pay to the **LESSOR** on demand the amount of such tax or other amount so payable by the **LESSOR**.

4| LESSOR'S RIGHTS AND OBLIGATIONS

The **LESSOR** shall: -

4.1 be entitled at any time for the purpose of repairing, improving, altering or adding to the existing improvements on the property including in particular but without restricting the generality of the foregoing:-

4.1.1| to erect :-|

4.1.1.1| the building equipment required for the carrying out of that work;

4.1.1.2| such other equipment or devices as may be required by law or which the **LESSOR'S** architect considers reasonably necessary for the protection of any person of property against injury arising out of that work at, near or in front of any part of the **LEASED PREMISES**.

lease to carry on a business in the **LEASED PREMISES** during the period of 6 (SIX) months referred to in clause 4.3;

4.5 be entitled to inspect the **LEASED PREMISES** at all reasonable times either personally or through an agent or servant;

4.6 be obliged to maintain the exterior of the **LEASED PREMISES** in good order and repair;

4.7 does not warrant that the **LESSEE** will be entitled to conduct and carry on his business from the **LEASED PREMISES**.

5. **DAMAGE TO OR DESTRUCTION OF THE LEASED PREMISES**

5.1 Should the **LEASED PREMISES** be destroyed or damaged to an extent which prevents the **LESSEE** from having beneficial occupation of the **LEASED PREMISES**, then :-

5.1.1 the **LESSEE** shall have no claim of any nature whatsoever against the **LESSOR** as a result thereof;

5.1.2 the **LESSOR** will be entitled to determine within 30 (THIRTY) days after such destruction or damage whether or not this lease shall be cancelled and shall notify the **LESSEE** of their decision, and any

failure on the part of the **LESSOR** to notify the **LESSEE** shall be deemed to be an election to cancel this lease;

5.1.3 should the **LESSOR** elect to cancel this lease in terms of clause 5.1.2 and subsequently rebuild or redevelop the property, the **LESSEE** shall be entitled to hire from the **LESSOR** in the rebuilt or redeveloped building premises elected by the **LESSOR** substantially equivalent in nature and size on the same terms and conditions herein contained, save that :-

5.1.3.1 the duration of such lease shall be equivalent to the unexpired portion of this lease, and

5.1.3.2 the rental shall be agreed upon between the **LESSOR** and the **LESSEE**, and failing agreement between them, by an agent nominated by them jointly and failing agreement between them as to the nomination of the agent, by the President for the time being of the Institute of Estate Agents (Gauteng Branch) who shall act as an expert and not as an arbitrator, and whose decision shall be final and binding.

5.2 Should the **LESSOR** elect or be deemed to have elected to cancel this lease then the **LESSEE** shall have no claim of any nature whatsoever

against the **LESSOR** as a result of that cancellation of the lease. If the lease is cancelled then the **LESSEE** shall not be liable for rental or any other amount from the date upon which the **LESSEE** was deprived of beneficial occupation.

5.3 Should the **LESSOR** elect not to cancel this lease, then:-

5.3.1 the **LESSOR** shall reinstate, at their cost, the **LEASED PREMISES** as quickly as possible in the circumstances;

5.3.2 the **LESSEE** shall not be liable for any rent for so long as he is deprived of beneficial occupation of the **LEASED PREMISES**;

5.3.3 should the **LESSEE** be given or enjoy beneficial occupation from time to time of any part of the **LEASED PREMISES**, then he shall make payment of any rental therefor on a pro rata basis as determined by an Architect nominated jointly by the **LESSOR** and the **LESSEE**, and failing agreement between the **LESSOR** and the **LESSEE** as to the nomination of the Architect by the President for the time being of the Institute of Estate Agents (Gauteng Branch) who shall act as an expert and not as an arbitrator;

5.3.4 the period of this lease shall be extended by the period during which the **LESSEE** is deprived of beneficial occupation of the whole of the **LEASED PREMISES**.

ITALIAN GOURMET DELI

