

*Mr. Le Roux J's comments on this reason was as follows : "I pause to say at this stage that there are pronouncements which indicate that the public interest consists mainly of the convenience of the purchasing public and it seems to me that by elevating the question of other outlets as being sufficient to the level which it has been accorded here by the first respondent might constitute a misdirection. It presupposes that the adjudicator has made up his mind without the question of convenience, because he considers that there is no need for a additional outlet, it becomes virtually a fait accompli that any application should be refused on the basis that there is no further need for a liquor store in that area.....it certainly seems to run counter to the trend of decisions that an application of this nature is not to be judged on the basis that we have sufficient outlets in the area and therefor whoever applies after that has no chance of obtaining a liquor license. That was the exact problem that faced the court in the well known case of Pretoria Town Council versus The A1 Electrical Ice cream Factory (Pty) Ltd, 1993 Volume 3 SA (8) where it was held that this was an extraneous consideration which vitiated the decision."*

In the Supreme Court case, Hardy's Cellars C C vs Chairman of the Liquor Board & another, case number 8643/94 - Cape Provincial Division the Court addressed the free market principles as follows :

*"Gesonde mededinging is die lewensbloed van ekonomiese vooruitgang en het gewoonlik tot gevolg dat daar mededingende pryse en 'n beter prys aan die gemeenskap verskaf word. Dit is in die openbare belang dat daar gesonde mededinging bestaan aangesien die gemeenskap slegs daardeur bevoordeel kan word. Hiermee wil ek nie voorgee dat oorvoorsiening nie 'n faktor is wat by 'n aansoek van hierdie aard in ag geneem moet word nie, maar prysoorloë is gewoonlik in die guns van die gemeenskap en wat my betref moet daar buitengewone opstande van die hede bestaan alvorens gesonde mededinging nie in die openbare belang sal wees nie. Daar bestaan geen ekonomiese redes waarom bestaande drankwinkels teen mededingers beskerm moet word en sodanige beskerming kan selde in die openbare belang wees..... "*

*In another court case it was stated that, ".....even assuming that there are too many liquor outlets in the area, the laws of supply and demand forecast that the store most likely to close would be the one which serves the least purpose or is least efficiently run....."*

*In the Supreme Court case Riach v Liquor Licensing Board Rhodesia 1969 (1) SA 342 AT 344 the learned judge remarked, " .....the control over the sale of liquor under the Act was introduced for the protection of the public and not for the financial benefit of persons fortunate enough to have been granted the privilege of selling intoxicating liquor .....never the intention to.....make the sale of liquor a closed field and by doing so confer protection from competition on a privileged class of trader....."*

## THE APPLICANT

The applicant is TIMOTHY ADRIAN THEAL STEWART with identity number 900427 5052 085 who's particulars appears on annexure H of this application.

The applicant is a South African citizen with permanent residence in the Republic. The applicant has not been disqualified in terms of Section 36 of the Liquor Act.

## CONCLUSION

It is respectfully submitted that the applicant is a fit and proper person to hold a restaurant liquor license and that there is no reason whatsoever why a liquor license should not be entrusted to him at the proposed premises. The applicant has not been disqualified in terms of Section 36 of the Liquor Act.

The applicant is without any doubt a responsible person who is au fait with the terms and conditions of the Liquor Act concerning the handling and sales of liquor upon the proposed premises.

## PUBLIC INTEREST

In the ruling *exparte* President of the conference of the Methodist Church 1993 (2)(SA)679 the court reconsidered previous rulings regarding public interest and on Cit 10E-G of the report concluded as follows "..... the phrase public interest does not permit of a clear comprehensive definition."

AS WAS OBSERVED BY HERSTEIN J IN ARGUS PRINTING AND PUBLISHING CO. LTD VERSUS DARBY ARTWARE (PTY) LTD. AND OTHERS, 1952 (2) SA 1(C), ONE MUST ADOPT, IN GIVING EFFECT TO THE PHRASE, A BROAD COMMONSENSE VIEW OF THE POSITION AS A WHOLE ..... (AND IT MUST BE CONSIDERED WHETHER) ..... THE PUBLIC WOULD BE BETTER SERVED IF THE APPLICATION WERE TO BE ALLOWED TO PROCEED WITH IT'S SCHEME THAN BY A CONTINUATION OF THE EXISTING STATE OF AFFAIRS."

In this case as well as *Kemp versus Republican Press (Pty) Ltd.* 1994 (4) SA 261 (OKD) the following aspects were also considered, namely whether a need exists, if it would be convenient to the public, whether the safety and welfare of the broader public would not be endangered, that it would not cause a degeneration of health and hygiene, that the present order and morals would not be negatively influenced and that it would not disturb the peace and tranquility people are enjoying in the surrounding area.

The first important aspect is whether a need exists for such a facility and if it may be regarded as essential and beneficial to the targeted market. When the positive and negative aspects resulting from this application are compared and taken into consideration the controlling authority may well find that the envisaged liquor outlet could be regarded as essential.

In addition, the facility may be regarded as essential as there is no other on-consumption liquor license with the same trading nature in the area. Although numerous other facilities are found in the same target area none of the other restaurants has the same trading nature as the proposed restaurant.

Secondly the applicant wishes to stress that the proposed premises will provide a convenient service to the client profile, namely the residents, employees and visitors mainly from the target area.

Concerning the safety and welfare of surrounding residents, employees and patrons, no negative aspects are foreseen as very strict measures will be introduced regarding the selling of liquor.

Visitors and employees, as well as residents of the target market are assured that they will be able to continue their daily activities in peace and tranquility and that the proposed premises will not cause a degeneration of health and hygiene or have a negative effect on the present order and morals should the license be granted by the honorable Board.

In addition to the court ruling per paragraph 17 regarding the different factors to be taken into consideration concerning public interest the controlling authority is respectfully referred to sections 8 and 26 of the constitution, act 200 of 1993, wherein the aspects of equality before the law and the free engagement in economic activities are addressed. It is a fact that the small businessman's contribution is essential for the recovery of the existing weak economical situation in South Africa. Everything possible is being done by the Government and other institutions to stimulate this segment of the market which will naturally lead to new employment opportunities as well as funds for the state as a result of additional tax, both personal and VAT, thus enriching with the local community as well as the entire country.

As a result of the suitability of the proposed premises to provide a comprehensive service to the business surrounding the proposed premises, visitors and residents in the target area the proposed facility may be regarded as being in the public interest.

The applicant's knowledge of life, responsibility, good behavior, friendly disposition and good public relations, as well as the business acumen built up through the years, is regarded as being in public interest and he should conduct a honest but profitable business on the proposed premises.

#### **SUITABILITY OF PREMISES IN TERMS OF THE LIQUOR ACT.**

In order to recommend the granting of the authority applied for, the honourable Board must be satisfied as to the following which the applicant submits, appears from the representations.

1. That the applicant has the right to occupy the premises in order to conduct the business of a restaurant liquor license.
2. That the proposed premises will provide accommodation for the purpose for which the authority is applied for.
3. That the sale and consumption of liquor at the proposed premises will not detrimentally effect the right of a place of worship, school or residents residing in close proximity.
4. The applicant submits that it would be in the interest of the public if the relevant authority is granted by the honourable Board for the following reasons:

- 4.1 A bona-fide restaurant is to be conducted.
- 4.2 The premises will afford suitable accommodation for conducting a restaurant liquor license.
- 4.3 The applicant director is a person capable of exercising control required for the granting of a restaurant liquor license.
- 4.4 The granting of the authority applied for is reasonably required to satisfy prospective patrons to the restaurant and will enable the applicant director to provide his patrons with a proper and convenient service.

It is respectfully submitted that the applicant has made out a prima facie case indicating that there is a definite need for the authority applied for.

Healthy competition is regarded as the cornerstone on which the current liquor law is based and the controlling authority is assured that a harmful monopolistic condition will not arise or be aggravated in the liquor trade or branch thereof should the required license be granted.

#### **SUPPLICATION :**

As the positive aspects, as spelt out, far outnumber any negative aspects and that the proposed premises be regarded as extremely suitable for purposes of a restaurant the proven capabilities of the applicant to be the holder of a liquor license and the fact that it will without any doubt be in public interest to open such a facility, it is the applicant's humble plea that the honorable Board may find the granting of a license at this facility as essential.

In terms of Section 24 of the constitution, Act 200 of 1993, it is hereby humbly requested that this application will enjoy the honorable Board's benignant consideration.

#### **SUPREME COURT JUDGMENTS**

Our courts have decided in several cases that an applicant has a real right to take part in the economic activity anywhere in the country unless there are sound reasons to the contrary.

The following pass judgments substantiates these rights of an individual :

#### **ESTATE AGENTS BOARD v LEK, 1979 (3) SA 1048 (AD) OP 1064D – E :**

"It is, of course, clear that ordinarily a person is free to carry on the trade, calling or profession of his choice. That is a right which the Law recognises and protects from unlawful interference from others.....

It can be regarded as a real right in the sense that it is an absolute right, one available and enforceable against everybody."

#### **TABAKAIN v DISTRICT COMMISSIONER SALISBURY 1974 (2) SA 604 (R,S) OP 606 E - G**

"The complexities of modern society have enormously multiplied the controls to which people are subjected in the exercise of their general rights, and there is increasingly a inseneous tendency to regard permits of all kinds as a form of a privilege. I would resist the notion of regarding a permit ..... as a sort of a delectable crumb that might or might not be dropped from the bureaucratic dinner table. To withhold such a permit is to affect the citizen adversely in his rights by denying him the opportunity of exercising his trade in a manner that is normal for anyone of good character."

TAYOB v ERMELO LOCAL ROAD TRANSPORTATION BOARD AND ANOTHER, 1951 (4) SA 440 OP 449 A - C.

"The chairman went on the suggest that the granting of an exemption was not a right but merely a privilege. It almost amounts to saying that granting of an exemption is in the gift of the Commission or a local Board. This is a wrong approach to adopt by a statutory Board, which is empowered by Parliament to grant permission to carry on a trade. It is not an exceptional privilege or a monopoly which depends on the issuing of the permission. Even the humblest citizen has the right to approach such a Board and he is entitled to get that permission he requires, unless there are sound reasons to the contrary."

This right of the applicant was confirmed in the temporary Constitution of the Republic of South Africa and this has now been reconfirmed in the permanent Constitution which was signed by the honorable President of the Republic of South Africa on 18 December 1996. (Act 108 of 1996)

# **THE LICENSE HOLDER**



REPUBLIC OF SOUTH AFRICA  
NATIONAL IDENTITY CARD

Surname

STEWART

Names

TIMOTHY ADRIAN THEAL

Sex

M

Nationality

RSA

Identity Number

9004275062085

Date of Birth

27 APR 1990

Country of Birth

RSA

Status

CITIZEN



Signature

*Timothy Theal*



Certified as a true copy  
of the original

*Otto Karl Wolf*

OTTO KARL WOLF  
COMMISSIONER OF OATHS  
JOHANNESBURG BUSINESS ADDRESS:  
P.O. BOX 25, GREYMONT, 2145,  
REF. 5/1/8 2 DATED 23/3/2005

# **SMOKING AFFIDAVIT**

**TIMOTHY ADRIAN THEAL STEWART  
DECLARES UNDER OATH**

1.

I am the applicant in the application in terms of Section 23 of the Liquor Act for a restaurant liquor license at **LA PETIT MAISON** situated at Unit 4, Number 1 – 7<sup>th</sup> Street, Melville.

2.

I have decided to declare the entire inside area of the premises as non smoking areas in terms of the Tobacco Products Control Act.

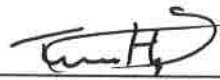
~~I have decided to declare the area coloured with red on the attached plan as a smoking area in terms of the Tobacco Products Control Act.~~

3.

I know and understand the contents of this declaration.

I have no objection in taking the prescribed Oath.

I consider the prescribed Oath as binding to my conscience.



**TIMOTHY ADRIAN THEAL STEWART**

I certify that the deponent has acknowledged that he knows and understands the contents of this this declaration. This declaration was sworn before me this 22<sup>nd</sup> day of April 2018 and the deponents signature was placed thereon in my presence.



.....  
Commissioner of Oaths

04632699  
Commissioner of Oaths

Full names :

Full Name : MARIUS BRUWER  
Address : 186 MAIN ROAD, NEWLANDS.

Address :

Designation: WARRANT OFFICER  
Office held appointment is Ex Officio:  
REPUBLIC OF SOUTH AFRICA

Designation :

Office held if appointment is Ex Officio : REPUBLIC OF SOUTH AFRICA SERVICE

|                               |
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| PHO SPECIFIC CRIME<br>GAUTENG |
| 2018 -04- 22                  |
| SPECIFIC CRIME GAUTENG<br>PHO |
| SOUTH AFRICAN POLICE SERVICE  |

# **LAWFUL OCCUPATION**

## **AGREEMENT OF LEASE**

**MADE AND ENTERED INTO BETWEEN AND BY**

**PACIFIC BLAZE INVESTMENTS 120 CC**

(Registration Number: 2007 / 045844 / 23)

(hereinafter referred to as the LANDLORD)

duly authorised and represented herein by:

**Anthony Cyril Landon**

and

**Timothy Adrian Theal Stewart**

(ID No 9004275052085)

(hereinafter referred to as the TENANT)

**WHEREAS** the Landlord and Tenant are desirous of entering into an Agreement of Lease in respect of the premises, the Landlord hereby lets to the Tenant who hereby hires the premises set out hereunder on the terms and conditions set out in the Schedule and General Conditions below.

## 1. INTERPRETATION

In this lease agreement, unless the context clearly otherwise indicates:-

- 1.1 The head notes are for reference purposes only and shall not govern the interpretation thereof;
- 1.2 "The Premises" means the premises let in terms of this lease and all the Landlord's electrical installations therein and appertaining thereto as more fully described in clause 2 below;
- 1.3 "The Building" means **1, 7th Street, Melville, Johannesburg, Gauteng, 2092** situated on Erf 24 of which the Premises form a portion, known as Shop 4.
- 1.4 "The Commencement Date" means the date upon which the Lease commences, as set out in the Schedule, irrespective of the date of signature of this lease agreement;
- 1.5 Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other two and words importing persons shall include juristic persons;
- 1.6 Any provision of this lease imposing a restraint, prohibition or restriction on the Tenant shall be so construed that the Tenant is not only bound to comply therewith but is obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the premises or any other part of the property or the building through, under, by arrangement with or at the invitation of the Tenant; and
- 1.7 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.

## SCHEDULE OF LEASE

### 2. PREMISES

2.1 The Premises means the Premises which:

2.1.1 are situated in Shop 4 of the building situated at **1, 7th Street, Melville, Johannesburg, Gauteng, 2092**; Erf 24.

### 3. LEASE PERIOD

3.1 Beneficial occupation date : **To be confirmed**

3.2 Commences : **1 August 2018**

3.3 Terminates : **31 July 2020**, but is subject to an option as more fully described in clause 3.4 hereunder.

3.4 Option: The Tenant has the option to renew the lease for an additional period of 3 (three) years as from the date of termination of the fixed period. Such renewal shall be on the same terms and conditions, except there shall be no right to further renewal, and the rental shall be determined according to the provisions of clause 3.5 and provided further that the Tenant shall at all times have faithfully and punctually and materially performed all its obligations under this Lease.

3.5 The right of renewal shall be exercised by notice in writing from the Tenant to the Landlord not later than six (6) calendar months prior to the commencement of the Renewal Period.

3.5.1 The rent payable for the first Renewal Period shall be as specified in clause 4.1

3.6 in the event the termination date of the lease has been reached without a valid termination or renewal having been done, the lease shall be deemed to continue on a month to month basis, being terminable by either party on one months' calendar notice to the other.

### 4. MONTHLY RENTAL AND PAYMENT

For a period of **2 (TWO) years**, the rent payable per month is as follows:

**1 August 2018 to 31 July 2019                      R15,000.00 (plus VAT)**

**1 August 2019 to 31 July 2020                      R16,500.00 (plus VAT)**

The Tenant shall make the full rental payment into the Landlord's nominated bank account, in advance, by or on the 1<sup>st</sup> (first) day of the month, without deduction or setoff and free of bank charges, and the tenant shall not withhold, defer or make any deduction from any payment due to the Landlord, whether or not the Landlord is indebted to the Tenant or whether or not the Landlord is in breach of any obligation to the Tenant.

Payment of rent and municipal service charges by the Tenant shall be made by Electronic Funds Transfer from the Tenant's bank account into the Landlord's nominated bank account allowing sufficient time to ensure clearance of funds in the Landlord's bank by no later than the 1<sup>st</sup> (first) day of the month.

The Tenant shall be liable for any bank charges incurred by the Landlord in respect of any payments made to it by the Tenant, if applicable.

The Tenant agrees to the increased amount payable by Electronic Funds Transfer as and when such increases become due as per Clause 4.

4.1 The rental payable for the Renewal Period shall be:

|                               |                       |
|-------------------------------|-----------------------|
| 1 August 2020 to 31 July 2021 | R18,150.00 (plus VAT) |
| 1 August 2021 to 31 July 2022 | R19,965.00 (plus VAT) |
| 1 August 2022 to 31 July 2023 | R21,962.00 (plus VAT) |

## 5. DEPOSIT & SECURITY

- 5.1 The Tenant shall, within 7 days of signature of this lease and prior to occupation of the Premises, deposit with the Landlord an amount equal to **R45,000.00 (Forty-Five Thousand Rand)** to secure the premises and as security to cover the Tenant's obligations or part thereof in respect of any rental, electricity, water and/or any damage to the premises and/or any loss of keys or other items for which the Tenant may become liable in terms of this lease and that the Tenant has not settled. Such deposit shall attract interest, which will accrue to the Tenant at the rate of 3%pa.
- 5.2 After the obligations of the Tenant to the Landlord have been discharged following the termination of this lease, the Landlord shall refund to the Tenant the full amount initially deposited, or so much of the deposit as has not been applied to rectify any obligations in terms of the above provision, plus accrued interest.
- 5.3 The Tenant shall not be entitled to set off against the deposit any rent or other amount payable by it.
- 5.4 The deposit plus interest, less any deductions, shall be payable to the Tenant within 60 (sixty) days of the termination of the agreement.

## 6. USAGE AND SUNDRY OBLIGATIONS

6.1 The Premises shall only be used for the following purposes:

### 6.1.1 Bistro & Wine Bar

6.2 The Tenant shall not use the premises nor allow it to be used in whole or in part for any other purpose other than mentioned in 6.1.1 above.

- 6.3 The Landlord does not warrant or represent that the premises are fit for any specific purpose or that any permit or license in respect of the premises or the conduct of the Tenant's business therein will be granted or renewed.
- 6.4 The Tenant shall keep the premises clean and tidy at all times.
- 6.5 The Tenant shall not cause, nor allow to be caused, nor commit any nuisance on the Premises.
- 6.6 The Tenant shall take all reasonable measures to protect the premises and all parts thereof (including all fixtures, fittings, and keys) from abuse, damage, destruction and theft.
- 6.7 The Tenant shall not keep or do in or about the premises anything which is liable to increase any risk against which the building is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased.
- 6.8 The Tenant shall not leave or permit to be left any goods or articles upon or in the services areas, landings, stairways, fire escapes or passages or in any part of the building or premises other than specific areas allocated for the express purposes concerned, in which areas no unreasonable accumulation of any articles or matter shall be made or permitted by the Tenant.

#### GENERAL CONDITIONS OF LEASE

##### 7. RENTAL VARIATION

- 7.1 Should the rates and/or taxes payable in respect of the land upon which the building is situated and/or in respect of the Building itself be increased at any time (s) during the period of the Lease so as to exceed the rates and/or taxes payable in respect of the year during which the commencement date occurs or the year during which the lease is signed (whichever year is the earlier), or new tax (es) and/or charges be imposed upon the Landlord at any time (s) during the period of this lease in respect of the premises and/or the building and/or the land on which the building is situated, then and in either such event, the Landlord shall be entitled to apply a levy, or increase the rental, by an amount proportionate to the percentage of the Building occupied by the Premises, sufficient to recover all additional charges and/or taxes imposed upon the Landlord, in combination with other tenants of the Building, if any.
- 7.2 Any increase in rental in terms of 7.1 shall take effect on the first day of the month following that in which the Landlords notice of increase is received in writing by the tenant, or on the date on which each such increase in rates and/or (new) rates and/or body corporate levies become effective, whichever is the later, and be dealt with as an increase to the monthly rental, or addition of a levy.
- 7.3 Save and herein before otherwise provided, should any dispute arise between the Landlord and the Tenant as to when any increase of rental in terms of this clause becomes effective, or the amount of any such increase, the decision of the Auditors of the Landlord for the time being, acting as experts and not as Arbitrators as to such shall be final and binding on the parties.

- 7.4 In the event of a variation in the rate of Value Added Tax, the rental payable by the Tenant shall, upon variation becoming effective, immediately increase or decrease, as the case may be.

## 8. TENANTS RIGHTS AND OBLIGATIONS

### 8.1 ELECTRICITY, WATER AND SUNDRY COSTS

- 8.1.1 The Tenant shall, in addition to the payment of the rent, be responsible for the payment of all electricity and water supplied to and consumed through the applicable meter(s) on the Premises, as from the Beneficial Occupation Date. The Landlord shall invoice the Tenant for these charges on receipt of the relevant account from the Municipality, if applicable.
- 8.1.2 The tenant shall, in addition to the payment of the rent, be responsible for the payment of a Pro-Rata share of all water, sewerage, refuse and other applicable Municipal charges levied for Erf 24 to the Landlord by the Municipality, as from the Beneficial Occupation Date, should no separate meter(s) be installed in the Premises. The Landlord shall be entitled in its reasonable discretion to apportion the amounts so payable by the various occupiers of the Erf at any time. The Landlord shall invoice the Tenant for these charges on receipt of the relevant account from the Municipality, if applicable.
- 8.1.3 The Tenant shall not alter, interfere with or overload the electrical, lighting or heating installations on the premises.
- 8.1.4 The Tenant shall, on receipt of the relevant invoices from the Landlord, pay the sums so apportioned to him under clauses 8.1.1 and 8.1.2 via electronic funds transfer by the 1<sup>st</sup> day of the following month. Should any dispute arise between the Landlord and the Tenant as to the amounts so payable by the Tenant, the decision of the Auditors of the Landlord for the time being acting as experts and not as Arbitrators in such dispute shall be final and binding on the parties.
- 8.1.5 The Tenant shall notify the Landlord and the relevant Authority should all or any of the services as provided for in this clause cease or become defective or be interrupted.
- 8.1.6 The Landlord shall in no way be responsible for the interruption or failure of any electricity, power, water or any other supply, whatever the cause of such interruption or failure may be, and the Landlord does not warrant that any such supplies will be continued without interruption or failure during the period of this lease. The Landlord does, however, undertake to co-operate with the Tenant at the Tenant's expense and as far as may be reasonably possible, so as to ensure the continuation of supplies, and further undertakes not to do anything to prejudice such continuation or resumption of supplies.
- 8.1.7 Upon the expiry or earlier termination of this lease the Tenant shall remain liable to pay to the Landlord the *pro rata* water, sewerage, Improvement District, electricity or other applicable Municipal charges allocated as per clauses 8.1.1 and 8.1.2 as from the date of the last Municipal account received by the Landlord in respect of any of the charges, up to the date on which the Tenant vacates the Premises.

## 8.2 ALTERATIONS, FIXTURES AND FITTINGS

- 8.2.1 The Tenant shall not make alterations or additions to fixtures or fittings of any nature whatsoever to the premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, and provided that the Tenant shall not at any time or under any circumstances have any claim whatsoever against the Landlord for improvements so effected to the premises. If any alterations or additions are made to the premises, then the Tenant shall, if so required by the Landlord as per clause 8.2.4, upon the termination of this lease, reinstate the premises to the same condition it was prior to such alterations or additions.
- 8.2.2 It is recorded that alteration, additions and repairs to the leased premises will be carried out by the Tenant for the purpose of carrying on its business and will be effected by the Tenant at its own costs upon the terms and conditions in this lease.
- 8.2.3 No alteration or additions referred to in this lease shall be effected unless plans, specifications and any other related contracts have first been submitted to the Landlord and been approved by the Landlord in writing and unless the building contractor, architect and any other persons engaged have first been approved by the Landlord in writing.
- 8.2.4 In the event of any alterations or additions being effected, such alterations and additions shall remain upon expiry or termination of the lease unless the Landlord has stipulated in writing, at the time of giving approval, that any such alterations or additions be removed and the premises be reinstated at the expiration or termination of the lease.
- 8.2.5 All improvements made to the premises shall belong to the Landlord and the Tenant shall have no right of retention in respect thereof.
- 8.2.6 The Tenant shall under no circumstances be entitled to any abatement of rent or any form of compensation on account of any inconvenience it may suffer through the construction of any alterations and additions in terms of the provisions of this clause.
- 8.2.7 Any extractor fan, ventilation, exhaust or similar system installed by the Tenant which discharges to atmosphere shall include filters to the satisfaction of the Landlord, and such filters shall be cleaned and/or replaced on a regular basis to ensure there is no discharge of any solids, particles, vapours or potentially hazardous fumes.
- 8.2.8 Notwithstanding the fact that the alterations or improvements effected by the Tenant become the property of the Landlord, the Landlord shall not be obliged to maintain, renew, or in any way alter or protect such alterations or improvements during the term of this lease, and the Tenant itself shall ensure at its own cost that the same are maintained, renewed or protected in a proper and safe manner.

## 8.3 ADVERTISING SIGNS

- 8.3.1 The Tenant shall apply to the Landlord in writing for approval in writing prior to any signage being erected.

- 8.3.2 The Tenant shall maintain the good appearance of any advertising sign approved and erected in terms of 8.3.1 and keep same in proper working order or good state of repair.
- 8.3.3 The Tenant shall remove any sign affixed or painted in terms of 8.3.1 at the expiration or earlier termination of this lease and reinstate the relevant part of the premises to the same good order and condition as it was at the commencement date.
- 8.3.4 The Tenant shall be responsible for all costs of installation of signage and to provide confirmation to the Landlord that Municipal approval, if required, has been received in writing prior to erection thereof.
- 8.3.5 Any income received in respect of any signage affixed or painted in terms of 8.3.1 shall be divided equally between the Tenant and Landlord and the Tenant shall be responsible for notifying the Landlord of any such income generated.

#### **8.4 MUNICIPAL REGULATIONS**

The Tenant shall, at its own cost, comply with all requirements of the Municipality and/or any other competent Authorities in connection with the conduct of its business in the Premises

#### **8.5 LICENCES**

- 8.5.1 It shall be the exclusive responsibility of the Tenant to obtain any licences, permits or other authorisations as may from time to time be required for the lawful carrying on of the Tenant's activities on the Premises, including but not limited to Business Licences and Liquor Licences.
- 8.5.2 The Landlord consents to the sale of alcohol from the premises subject to the Tenant obtaining a valid Liquor Licence from the relevant Liquor Authority and the Tenant maintaining a valid Liquor Licence throughout the initial and renewed term of the lease.
- 8.5.3 The Landlord does not warrant and makes no representation that the premises are or will in any respect be fit for the purposes of the Tenant's activities, or that the Tenant will be granted any licence, permit or other authorisation in respect of the premises for the conduct of its activities, or that any licence will be granted or renewed.
- 8.5.4 Save as may be otherwise recorded in this lease, there shall be no obligation on the Landlord at any time to do any work or make any alterations or repairs to the Premises so as to comply with the requirements of the Tenant's activities, or of any licensing authority.
- 8.5.5 The Tenant shall at its own cost comply with:

8.5.5.1 all applicable fire prevention and fighting regulations

8.5.5.2 any laws, regulations and requirements of any lawful authority in connection with the conduct of the Tenant's activities in the Premises.

## **8.6 NO ASSIGNMENTS, SUB-LETTING, ETC.**

8.6.1 The Tenant shall not cede any of its rights, delegate any of its obligations, or mortgage, pledge or encumber any of its rights under this lease.

8.6.2 The Tenant shall not sub-let, or permit a third party to occupy, or part with possession of the premises or part thereof without the Landlord's prior written consent, provided that the Landlord's consent to sub-letting shall not be unreasonably withheld.

8.6.3 Notwithstanding anything to the contrary herein contained, the Landlord shall, in the event of it consenting to the Premises or any part thereof being sublet, be entitled to receive as additional rent such amount of rental received from the Sub-Tenant that exceeds the rental paid by the tenant to the Landlord in terms of this lease agreement.

8.6.4 Should the Tenant be a company or close corporation, then any transfer of its issued shares, or change in its membership by way of an issue of new shares, whether in consequence of a sale, assignment or by operation of the law or otherwise, after the date of signature hereof, shall be deemed to be a cession by the Tenant of its rights under this agreement and accordingly shall be subject to the Landlord's prior written consent.

## **8.7 REFUSE**

The Tenant shall ensure that refuse does not remain on or outside the premises, except in bins provided either by the Tenant, a private contractor sourced by the Tenant or the Municipality and in the place provided for refuse. The Tenant shall be responsible for the removal of all refuse, at least twice a week, and any related costs.

## **8.8 MAINTENANCE**

8.8.1 The Tenant shall, at its own cost, keep and maintain the interior of the leased premises in good order and condition, fair wear and tear alone excepted, and shall, on the termination of this lease, re-deliver the premises to the Landlord in the state of order and condition as it was at inception of the lease. Expressly included as part of the interior of the premises to maintain, in terms of this sub-clause are all fixtures, fittings and appliances therein, all internal drains and drainpipes and equipment supplying power, light or water to any part of the leased premises, all internal water taps, water and electrical fittings, locks, keys and doors handles, all glass windows and doors, and air conditioning units contained in the leased premises.

8.8.2 The Tenant shall promptly repair, maintain and make good all damages occurring on the premises from time to time. Should the Tenant fail to carry out any of its obligations under this lease with regard to any maintenance, repair or replacement, the Landlord will give seven (7) days written notice to the tenant to comply with such

notice, failing which the Landlord shall be entitled "without prejudice" to any of its other rights to or remedies, to effect the required item of maintenance, repair or replacement and to recover the cost thereof from the Tenant on demand.

- 8.8.3 The Tenant shall also be responsible for keeping the exterior ground of the leased premises in a tidy, neat and safe condition.

#### **8.9 BLOCKAGE OF PIPES**

The Tenant shall take all reasonable measures to prevent any blockages and obstructions of sewerage, water pipes or drains in or connected with the premises. The Tenant shall be responsible for the cost of unblocking any pipes or drains linked directly to the premises.

#### **8.10 NO CLAIMS / INDEMNITY**

- 8.10.1 The Tenant shall not have any claim of any nature against the Landlord for any loss, damages or injury which the Tenant may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Landlord or the Landlord's servants or employees) by reason of any latent or patent defects in the premises or the building, or fire in the premises of the building, or theft from the premises or by reason of the premises or the building or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the landlord timeously or at all, or arising out of the functioning or malfunctioning of the air-conditioning (if any) serving the premises, or arising out of a *vis major* or *casus fortuitus* or any other cause either wholly or partly beyond the Landlord's control, or arising out of a change of the building's name, its façade, appearance or any feature thereof, or arising from any other cause whatsoever.

- 8.10.2 In view of the provisions of this clause, the Tenant confirms that the necessary steps have been taken to secure this interest by taking out the relevant insurance and accepting liability for payment of same. The Tenant undertakes to pay the Landlord any amount equal to any claim made against the Landlord by anyone for any loss, damage or injury suffered in or on the premises or in consequence of any act or omission by the Tenant or the Tenant's servants or agents.

- 8.10.3 The Tenant acknowledges that the Landlord's insurance cover does not include cover for the property of the Tenant, its agents, its servants or invitees in or about the Premises and the Tenant is obliged to arrange its own insurance in respect of the loss of or damage to any such property.

- 8.10.4 The Tenant shall provide a copy of insurance to the Landlord within 1 (one) calendar month of the commencement of the lease.

#### **8.11 BUILDING WORK OR RENOVATIONS**

The Tenant shall not be entitled to claim a remission or reduction of rent or cancellation of this lease by reason of alteration or additions to the building being carried out by the Landlord from time to time, provided that the Landlord shall use its best endeavours to ensure that as little inconvenience as is reasonably possible

is caused to the Tenant. The exception to the above is where such alteration or additions have a direct and significant detrimental effect on the Tenant's operation. In that circumstance, the amount of remission or reduction in rent will be determined by the Landlord, in his sole discretion.

#### **8.12 VACATION OF PREMISES**

The Tenant shall on vacating the premises, forthwith deliver all keys and duplicates thereof, to the Landlord or its agents.

#### **8.13 CONVEYANCING OF MOVABLES**

8.13.1 The Tenant shall make good any damage caused to the premises or the building as a result of the conveyance of movables in or out of the premises.

8.13.2 The Tenant shall use the driveways and loading areas in a reasonable manner and with due regards to the use required by the other occupants in the building.

#### **8.14 AIR CONDITIONING, BLINDS AND WINDOW COVERINGS**

8.14.1 The Tenant shall not install any blind, air-conditioner or window coverings or like device on or adjacent to any window of the premises unless the manner and location of installation thereof has been approved in writing by the Landlord, which approval shall not be unreasonably withheld.

8.14.2 The Tenant shall remove any blind, air-conditioner or window coverings or like device fixed in terms of 8.14.1 above, at the expiration or earlier termination of this lease and reinstate the relevant parts of the premises to the same good order and condition as they were at the commencement date.

8.14.3 The Tenant shall not paint over the inside or outside of the window glass of the Premises.

### **9. THE LANDLORD'S RIGHTS AND OBLIGATIONS**

#### **9.1 MAINTAIN EXTERIOR**

The Landlord shall, at its own cost, keep and maintain in good order and condition the exterior structure and roof of the premises but excluding all windows and doors of the premises, and external signage or awnings, which shall be the responsibility of the Tenant.

#### **9.2 ACCESS**

9.2.1 The Landlord or its representatives may at any time:

9.2.1.1 have reasonable access to the premises for the purpose of inspecting or repairing the premises or any part of the building or for any other purpose associated therewith;

9.2.1.2 repair or add to the premises or perform any other lawful function in the bona fide interests of the Tenant, but shall ensure that this right is exercised with due care and regard for and a minimum of interference with the beneficial occupation of the Tenant;

9.2.1.3 alter the premises when required to do so by any lawful Authority.

### 9.3 FUTURE TENANTS

The Landlord:

9.3.1 may display in or near the premises "TO LET" notices during the 2 (two) months immediately preceding the expiration of this lease if the extension option, in terms of clause 3.4 above, to the lease has not been requested.

9.3.2 may display "FOR SALE" notices at any time during the occupation of the tenant

9.3.3 may, at all times, and on notice to the Tenant, show any prospective tenants or buyers the interior of the premises;

9.3.4 may display on the premises in keeping with the décor any notice which may be required by the Landlord or any of the Landlord's tenants or prospective tenants in connection with any application for a license for any business to be carried on in the premises.

### 9.4 CONDUCT RULES

The Landlord shall, through Managing Agents (if any) or the Landlord directly, stipulate conduct rules for the efficient management and the general security of the building and for the general benefit of the tenants in the building and to maintain the general appearance and tone of the building at a high standard.

### 9.5 DAMAGE OR DESTRUCTION

9.5.1 Should the premises or the building be destroyed or damaged to an extent which prevents the Tenant from having beneficial occupation of the premises or should the building thereby become substantially unusable or should the premises be destroyed or damaged to a lesser extent than aforesaid, by a cause against which the Landlord is not validly insured, then:-

9.5.1.1 the Tenant shall have no claim of any nature whatsoever against the Landlord as a result thereof and shall not be liable to pay any further rental from the date of the incident of damage or destruction;

9.5.1.2 the Landlord shall be entitled within 60 (sixty) days after such destruction or damage to advise the Tenant in writing that it intends to reinstate the premises;

9.5.1.3 should the Landlord not, within the aforesaid period, notify the Tenant of its intention to reinstate the premises, the Landlord shall be deemed to have elected to cancel this lease.

9.5.1.4 Should the Landlord elect (or be deemed to have elected) to cancel this lease, then the Tenant shall have no claim whatsoever against the Landlord as a result of that cancellation but should the Landlord elect to reconstruct the premises then:-

9.5.1.4.1 this lease shall not be cancelled and the Landlord shall at its cost reinstate the premises substantially to its previous state as quickly as possible in the circumstances.

9.5.1.4.2 the Tenant shall not be liable for any further rent, from the date of the incident of damage or destruction, for as long as it is deprived of beneficial occupation of the premises.

9.5.1.4.3 the period of this lease shall be extended by the period during which the Tenant is deprived of beneficial occupation of the whole of the premises.

9.5.1.5 Should the premises be damaged by any cause against which the landlord is validly insured, but to a lesser extent than that which prevents the tenant from having beneficial occupation of the premises then:-

9.5.1.5.1 this lease shall not be cancelled;

9.5.1.5.2 the rental payable by the Tenant shall be reduced pro rata to the extent (if any) by which the Tenant is deprived of beneficial occupation of the premises;

9.5.1.5.3 the Landlord shall at its own cost repair the premises as quickly as possible in the circumstances;

9.5.1.5.4 the Tenant shall have no claim of any nature whatsoever against the Landlord as a result of the said destruction or damage however arising.

9.5.1.6 The provisions of 9.5 above inclusive shall become applicable on signature hereto and shall apply irrespective of whether the contemplative destruction occurs before or after the Tenant has taken occupation of the premises.

9.5.1.7 Should a dispute arise between the Landlord and the Tenant in respect of the amount of the rental payable by the Tenant in terms of 9.5 then that dispute shall be settled by arbitration in terms of the Arbitration Act 1965 (as amended from time to time) save that the Arbitration in such proceedings shall be agreed upon between the Landlord and the Tenant, and failing an agreement, an Arbitrator nominated by the Landlord's Auditors.

9.5.1.8 Should a dispute arise between the Landlord and the Tenant in respect of the extent of the damage or destruction to the building and the premises and therefore by implication, the decision to either to cancel the lease or to repair the building and premises, then that dispute shall be settled by the decision of a structural engineer appointed by the Landlord's Auditors, whose decision shall be binding on the parties.

9.5.2 In respect of this entire clause, the Landlord confirms that it will have necessary brick and mortar insurance in respect of the building.

## 9.6 BREACH

9.6.1 Should the Tenant:-

9.6.2 fail to pay any amount due by the Tenant in terms of this lease on due date and remain in default no less than 7 (seven) days after being notified in writing to do so by the Landlord; or

9.6.3 commit any other breach of any terms of this lease and fail to commence remedying that breach within a period of 10 (ten) days after the receipt of notice to that effect from the Landlord; and complete the remedying of such breach within a reasonable time in the circumstances taking into regard the nature of the remedial steps required; or

9.6.4 repeatedly breach any of the terms of this lease in such a manner as to justify the Landlord in holding that the Tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out in terms of this lease; or

9.6.5 commit an act of insolvency.

Then and in any one such event the Landlord shall, without prejudice to its right to damages or to its right to eject the Tenant from the premises or to any other claim of any nature whatsoever that the Landlord may have against the Tenant as a result thereof:-

9.6.5.1 be entitled to cancel this lease; or

9.6.6 Should the Landlord institute action against the Tenant pursuant to a breach by the Tenant of this lease, then without prejudice to any other rights which the Landlord may have in terms of this lease or in law, the Landlord shall be entitled to recover all legal costs incurred by it including Attorney/Client charges, tracing fees and collection commission

9.6.7 Should the Landlord cancel this lease and the Tenant dispute the Landlord's rights to do so and remain in occupation of the premises pending the determination of the dispute then:-

9.6.7.1 the Tenant shall continue to pay on due date all amounts due by the Tenant in terms of this lease;

9.6.7.2 the Landlord shall be entitled to recover and accept those payments;

9.6.7.3 the acceptance by the Landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's claim to cancellation of this lease or of any other nature whatsoever;

9.6.7.4 should the dispute between the landlord and the Tenant be determined in favour of the Landlord then the payments made to the landlord in terms of 9.6.7.1 shall be regarded as damages paid by the Tenant on account of the loss sustained by the Landlord as a result of the holding over by the Tenant of the premises.

10.2.4 Communication by email shall be deemed received on the day and time sent provided same was forwarded to the below nominated email addresses:

Landlord: mark.hamilton@liblink.co.za

Tenant: timostew@gmail.com

## **11. NO VARIATIONS**

11.1 No variation of this Agreement shall be of any force or effect unless it is in writing and is signed by both the Landlord and the Tenant.

11.2 This lease contains all the terms and conditions of the Agreement between the Landlord and the Tenant. The parties acknowledge that there are no understandings, representations or terms between the Landlord and the Tenant in regard to the letting of the premises other than those set out herein.

11.3 No act of relaxation or indulgence or waiver on the part of the Landlord in regard to the carrying out of any of the Tenant's obligations in terms of this lease shall prejudice or be deemed to be a waiver of any of the Landlord's rights in terms hereof. Failure of either party to comply with any non-material provision of the lease shall not excuse the other party from performing the latter's obligations fully and timeously.

## **12. DEFECTS**

12.1.1 The tenant shall notify the landlord within 14 days after the commencement date of the lease of any defects in the premises;

12.1.2 should the tenant not have notified the landlord as aforesaid, it shall be deemed he has acknowledged that the premises were received in good order and condition and the tenant shall have no claim against the landlord for any defect which may subsequently be found therein

## **13. INTERRUPTION OF SERVICES**

The Landlord shall take all reasonable steps to ensure the supply of water, electricity and air-conditioning, where applicable, to the leased premises, but the Landlord shall not be liable for any damage arising from any delay, inconvenience or damage, whether direct or consequential, suffered by the Tenant as a result of the interruption in supply of these services. The Tenant shall notify the Landlord immediately of any interruption in the supply of water, electricity or air-conditioning and the Landlord shall take all reasonable steps to ensure that the interruption is rectified as soon as possible. The Tenant shall not reduce the rental or any other amount or terminate the lease by reason of such interruption.

## **14. WARRANTY OF AUTHORITY**

The persons signing this lease on behalf of the Landlord and the Tenant expressly warrant their authority to do so.

9.6.8 The Landlord and Tenant shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this lease in any Magistrate's Court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such magistrates Court in respect of the cause of action.

9.6.9 Without prejudice to all or any of the Landlord's rights granted hereunder, should the Tenant fail to pay the said monthly rental or any other sum (s) which may become due by the Tenant to the Landlord on due date; then in either or both such events the Tenant shall pay the Landlord's penalty interest thereon at a rate of Prime plus 3% (three percent) per annum from the due date of payment to the actual date of payment.

9.6.10 Without prejudice to all or any of the Landlord's rights granted hereunder, should the Tenant fail to pay the said monthly rental, or any other sum(s), which may become due by the Tenant to the Landlord on due date, the Tenant hereby consents and agrees to an administration fee of R150 (one hundred and fifty Rand) per month being levied by the Landlord, in addition to any interest payable as per clause 9.6.9, in respect of all forms of communication (excluding that by the landlords attorney) with the Tenant deemed necessary by the Landlord in respect of any reminders relating to late or incomplete payment, and in respect of the additional administration costs involved. Such administration fee shall increase by 10% on the same date of rent increases as per clause 4.

## 10. NOTICES AND DOMICILIA

10.1 The parties hereby choose *domicilia citandi et executandi* for all purposes under this Agreement of Lease at the following addresses:-

10.1.1 The Landlord: Suite 101, Intaba, 25 Protea Road, Claremont, 7700

10.1.2 The Tenant: Shop 4, 1, 7th Street, Melville, Johannesburg, Gauteng, 2092

10.2 Any notice to any party shall be addressed to it at its domicilium aforesaid and either sent by pre-paid registered or certified post or delivered by hand or communicated by email. In the case of any notice:-

10.2.1 Sent by pre-paid registered or certified post, it shall be deemed to be received, unless the contrary is proved, on the fourth business day after posting.

10.2.2 Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

10.2.3 Communicated by email, it shall be deemed to have been received, unless the contrary is proved, one hour after the time of transmission.

**15. SALE OF PREMISES**

The validity of this lease shall not in any way be affected by the transfer of the premises or the building from the Landlord pursuant to the sale thereof. It shall accordingly, upon registration of transfer of the premises or the building into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as Landlord and acquire all rights and be held liable to fulfil all the obligations which the Landlord, as Landlord, enjoyed or was liable to fulfil in favour of the Tenant in terms of the lease.

**16. COSTS**

The costs of and incidental to the preparation of this Agreement of Lease, amounting to R1,500.00 (One thousand five hundred Rand) plus VAT, shall be borne by the Tenant and shall be payable by the Tenant upon request by the Landlord or the Landlord's Attorneys.

**17. REBUILDING AND REDEVELOPMENT**

17.1 Notwithstanding the Lease Period, in the event that the Landlord in its sole discretion should elect to demolish, reconstruct, redevelop, renovate, improve and/or extend the Building or the leased Premises, then the Landlord shall be entitled to terminate this lease at an earlier date upon giving the Tenant no less than 6 (six) months' written notice of its election and neither Party shall have any claim whatsoever against the other arising from such earlier termination.

17.2 If the Landlord should, as part of the structural alterations envisaged in Clause 18.1, create additional premises which may in the sole discretion of the Landlord be suitable for occupation by the Tenant, the Landlord shall be entitled, but not obliged, to offer the Tenant a lease in respect of such alternative premises upon terms and conditions which the Landlord in its sole discretion may determine.

**18. RIGHT OF CESSION**

18.1 The Landlord shall have the right, in its sole discretion, to cede this lease to a third party at any time during the initial term of the lease, or during any renewal period.

SIGNED at Rosebank on this 19<sup>th</sup> day of April 2018  
in the presence of the undersigned witnesses.

Witnesses:

1. [Signature]

2. Em Stewart

[Signature]

ANTHONY CYRIL LANDON

for and on behalf of Pacific Blaze  
Investments 120 CC - LANDLORD

SIGNED at Rosebank on this 19<sup>th</sup> day of April 2018  
in the presence of the undersigned witnesses.

Witnesses:

1. [Signature]

2. Em Stewart

[Signature]

Timothy Adrian Theal Stewart

TENANT

# MENU

## La Petit Maison

### Fig Carpaccio

Marinated figs, parmiggiano, pomegranate.

### Tuna Tataki

Seared tuna, cucumber, avocado, burnt butter, yuzu.

### Riso Bianco

Risotto of parmiggiano, English peas, lemon and mint

### King Klip and Caviar

Pan fried kingklip, English peas, caviar sauce

### Karoo lamb

Lamb saddle, curried carrots, yoghurt, cucumber.

### Pork Belly

Crispy Asian style pork belly with soy and citrus

### Chocolate Mousse

Dark chocolate, tuile, red berries

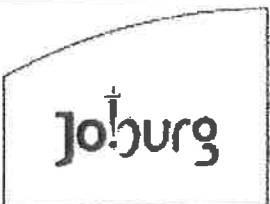
### Cheese Cake

Blue berries, lemon, brie.

### South African Cheese Board

Dalewood, douglasdale, Fairview.

**CORRECT ZONING**

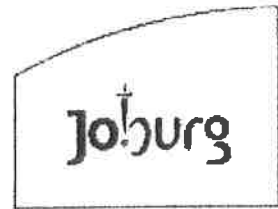
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| <b>FACSIMILE</b>  | <b>Ref No</b> |

|  |   |    |        |
|--|---|----|--------|
| <b>To:</b>   | NHLANHLA NDEBELE  |    |        |
| <b>Company:</b>  | SEEFF PROPERTIES - RANDBURG INTERNATIONAL REAL ESTATE (PTY) LTD |    |        |
| <b>Fax Number:</b>   | 086 522 3935  |    |        |
| <b>From:</b>   | Rinah Qomondii  |    |        |
| <b>Date:</b>   | 2016/11/03  |    |        |
| <b>Subject:</b>  | Zoning information  |    |        |
| 11/03/2016   | Zoning Information  | 28 | Amount |
| 11/03/2016   | Zoning Information  | 28 | Amount |
| <b>Number of Pages:</b>  | 3 (inclusive)   |    |        |
| <p>The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use, or taking any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you receive this in error, please contact the sender.</p> |   |    |        |

|   |                      |
|---|----------------------|
| <b>Comments:</b><br>Thank you   | <b>TOTAL: R56.00</b> |
| <p><i>The Surveyor General plans and diagrams are now available free from the internet at <a href="http://csg.dla.gov.za">http://csg.dla.gov.za</a>.</i></p> <p><i>Locality maps, street addresses and stand numbers can be obtained free from the City of Johannesburg website at <a href="http://eservices.joburg.org.za/joburg/eservices">http://eservices.joburg.org.za/joburg/eservices</a>. Click on IMS online maps.</i></p> |                      |

Corporate Geo-Informatics 8th Floor, A-BLock, Metro Centre 158 Civic Boulevard, Braamfontein

**ZONING INFORMATION  
CERTIFICATE PAD  
FOR APPLICATION SUBMISSIONS**



a world class African city

**Date: 11/03/2016**

|   |   |
|---|---|
| <b>Requested by:</b>                    | Rinah Qomondii  |
| <b>Town Planning Scheme:</b>            | Johannesburg  |
| <b>Name of Applicant:</b>               | SEEFF PROPERTIES - RANDBURG INTERNATIONAL REAL ESTATE (PTY) LTD |
| <b>Erf/Holding Name/Farm Portion:</b>   | 24  |
| <b>Township/Holding Name/Farm Name:</b> | Melville  |
| <b>Street Name and No:</b>              | First Avenue and Seventh Avenue street                          |
| <b>ZONING INFORMATION</b>               |   |
| <b>Use Zone:</b>                        | Business 1  |
| <b>Height Zone:</b>                     | 0(3 storeys)  |
| <b>Floor Area Ratio:</b>                | As per attached table G   |
| <b>Coverage:</b>                        | As per attached table K   |
| <b>Density:</b>                         | 300m2   |
| <b>Building Line:</b>                   | 3m along street boundaries                                      |
| <b>Parking:</b>                         | As per scheme   |
| <b>AMENDMENT SCHEME APPLICABLE:</b>     | N/A   |
| <b>Served By:</b>                       | Rinah Qomondii  |

**Terms and Conditions:**

The Town Planning Scheme is open for inspection on the 8th Floor 158 loveday Street Braamfontein between 8:00 and 15:30 weekdays. The applicant must verify the information contained herein by inspection of the scheme. Whilst the utmost is done to ensure accuracy the City of Johannesburg does not accept responsibility for any incorrect information given on this form. The applicant's attention is drawn to the general provisions of the Town Planning Scheme. It should be noted that the provisions of the Town Planning Scheme do not override any restrictive conditions that may be contained in the Title Deeds. PLEASE NOTE: No Information will be given telephonically due to the technical and interpretive complications.

Corporate Geo-Informatics 8th Floor, A-BLOCK, Metro Centre 158 Civic Boulevard, Braamfontein

**HEIGHT ZONES  
TABLE H**

| HEIGHT ZONE | NOTATION ON MAP (B SERIES) | NUMBER OF STOREYS  |
|-------------|----------------------------|--|
| 0           | Area not bordered          | Three storeys  |
| 1           | (H1)<br>****               | Not prescribed but subject to clause 45(2)   |
| 2           | (H2)<br>****               | Not prescribed but subject to clause 45(2)   |
| 3           | (H3)<br>****               | Not prescribed but subject to clause 45(2)   |
| 4           | (H4)<br>****               | Not prescribed but subject to clause 45(2)   |
| 5           | (H5)<br>****               | Four storeys.  |
| 6           | (H6)<br>****               | (a) Two storeys on sites of less than 1000m <sup>2</sup> .<br>(b) Three storeys on sites of 1000m <sup>2</sup> and over. |
| 7           | (H7)<br>****               | (a) Two storeys on sites of less than 1000m <sup>2</sup> .<br>(b) Three storeys on sites of 1000m <sup>2</sup> and over. |
| 8           | (H8)<br>****               | Two storeys.   |

A.S. No. 4458

A.S. No. 4458

A.S. No. 4458

A.S. No. 4458

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

# COVERAGE TABLE K

| Height zone | Dwelling units, outbuildings,   | Residential buildings, outbuildings                   | Shops, business buildings | Other buildings           |
|-------------|---|---|---------------------------|---------------------------|
| 0           | 40% for three storeys;<br>50% for one or two storeys;<br>60% in respect of a single storey dwelling house upon a site having an area of not more than 500m <sup>2</sup> . | 50% for one or two storeys;<br>40% for three storeys. | 70%                       | 70%                       |
| 6           | 30%<br>Dwelling houses:<br>50% single storey;<br>40% two storeys;<br>30% three storeys.   | 30%   | 75%                       | 70%                       |
| 7           | 20%<br>Dwelling houses:<br>50% single storey;<br>30% two storeys;<br>30% three storeys.   | 20%   | 60%                       | 60%                       |
| 8           | Residential 1: 40%<br>Residential 2: 20%<br>Residential 3: 30%<br>Residential 4: 40%<br>Residential 5: 80%  | 40%<br>Residential 5: 80%                             | 60%<br>Residential 5: 80% | 60%<br>Residential 5: 80% |

**FLOOR AREA RATIOS  
TABLE G**

| 1<br>Height zones | 2<br>Shops, buildings for<br>business purposes | 3<br>Dwelling units,<br>residential buildings  | 4<br>Institutions         | 5<br>Buildings for<br>industrial purposes | 6<br>Buildings for other uses<br>not mentioned in<br>columns 2, 3, 4 and 5 |
|-------------------|--|--|---------------------------|---|--|
| 0                 | 2,1  | 1,2  | 2,1                       | 2,1                                       | 2,1  |
| 3                 | 4,0  | 2,5  | 2,5                       | 4,0                                       | 4,0  |
| 5                 | 2,8  | 2,4  | 2,4                       | 3,4                                       | 2,8  |
| 6                 | 2,25   | 0,9  | 2,1                       | 2,1                                       | 2,1  |
| 7                 | 1,8  | 0,6  | 1,8                       | 1,8                                       | 1,8  |
| 8                 | 1,2<br>Residential 5: 1,6                      | Residential 2: 0,2<br>Residential 3: 0,4<br>Residential 5: 1,6<br>Other zonings: 0,8 | 1,2<br>Residential 5: 1,6 | 1,2<br>Residential 5: 1,6                 | 1,2<br>Residential 5: 1,6  |

A.S. No. 4458

A.S. No. 4459

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

A.S. No. 4458

|   |
|---|
| <b><u>Client Details:</u></b><br><b>Client Name:</b> SEEFF PROPERTIES - RANDBURG INTERNATIONAL REAL ESTATE (PTY) LTD  |
| <b><u>Transaction Details:</u></b><br><b>Status:</b> Fax sent<br><b>Date:</b> 2016/11/03 <b>Time:</b> 10:23<br><b>Units:</b> 1<br><b>Service Type:</b> Zoning Information<br><b>Amendment Schemes:</b> 0<br><b>Amount:</b> R28.00 |

**CERTIFIED COPY OF IDENTITY  
DOCUMENT**



REPUBLIC OF SOUTH AFRICA  
NATIONAL IDENTITY CARD

Surname

STEWART

Names

TIMOTHY ADRIAN THEAL

Sex

M

Nationality

RSA

Identity Number

9004275052085

Date of Birth

27 APR 1990

Country of Birth

RSA

Status

CITIZEN



Signature



Certified as a true copy  
of the original

OTTO KARL WOLF  
COMMISSIONER OF OATHS  
JOHANNESBURG BUSINESS ADDRESS:  
P O BOX 25, GREYMOND, 2055,  
REF 9:1/8 2 DATED 23/03/2005

# **TAX CLEARANCE**



**Tax Clearance Certificate Number:**

0700/2/2018/A001842066

## **Tax Clearance Certificate - Good Standing**

**Enquiries**

0800 00 SARS (7277)

**Approved Date**

2018-04-12

**Expiry Date**

2019-04-12

Identity number 9004275052085

Income Tax 2816408146  
TAT STEWART

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*

# **POLICE CLEARANCE**



SAPS 365

ENQ NO: 2018151358

## South African Police Service

# Clearance Certificate

THIS IS TO CERTIFY THAT NO CONVICTIONS HAVE BEEN RECORDED FOR ANY CRIME IN THE REPUBLIC OF SOUTH AFRICA AGAINST:

TRANSACTION NO : 33333445  
DATE OF BIRTH : 1990-04-27  
PLACE OF BIRTH : SOUTH AFRICA  
TITLE : MR  
SURNAME/S : STEWART ,  
MAIDEN NAME/S :  
NAME/S : TIMOTHY ,ADRIAN ,THEAL ,



.....  
F/The National Commissioner of the South African Police Service  
**W/O A J Goosen**

**Note**

Personal details supplied by the applicant  
Information on criminal history (where applicable) traced by means of fingerprints

SAPS Criminal Record Centre, Private Bag x308, Pretoria, 0001  
E-mail address: [crf-nameclear@saps.org.za](mailto:crf-nameclear@saps.org.za)  
Tel. No.: +27 12 393 3928  
Fax no.: +27 12 393 3909

## **AFFILIATION**



# Certificate

Membership No. 00023

NATIONAL

TOURISM &

HOSPITALITY

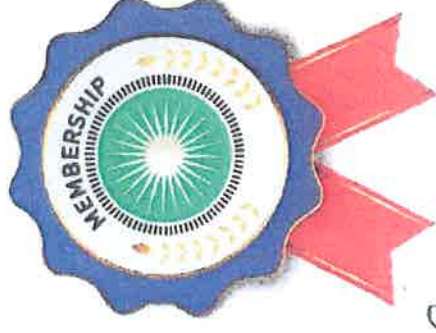
ASSOCIATION

02 MAY 2019

This certifies that

LAURENCE NELVILLE

is a member of this association  
in good standing until  
02 MAY 2019



Id No/Reg No. 9004275052055

Address: UNIT 1, NUMBER 17A STREET, DRENNAN

JOHANNESBURG

L. Nelville

President

# **500 METERS AFFIDAVIT**

**TIMOTHY ADRIAN THEAL STEWART  
DECLARES UNDER OATH**

1.

I am the applicant in the application in terms of Section 23 of the Liquor Act for a restaurant liquor license at LA PETIT MAISON situated at Unit 4, number 1 – 7<sup>th</sup> Street, Melville.

Names and nature of educational institutions within a radius of 1 kilometer from the premises :  
Melville Junction School (The Foundation School); Melpark Primary School; Sparrow School, Langahead School, University of Johannesburg; Milpark Business School; Deutsche Schule; Mc Auley House Convent; St. Katherine School, Montessori Pre-School.

Names and distances to similar licensed premises within a radius of 1 kilometer from the premises  
To the best of the applicant knowledge, the following similar licensed premises are within a radius of 1 kilometre from the premises: Pablo Go Eggs Bar, Bambanani; Sakua Sushi; Six Restaurant; Loft; Lucky Mexico; Transkei; Xai Xai Lounge; De La Creme; Ratz; Blue, Sahib Indian Restaurant; Yasuqui Cuisine; Melville Cafe; Nuno's Restaurant; Liquid Blue; Melons Restaurant; The Antz; Café Picobella; Catz Pyjamas; Chinese Lantern; Big Time Taverna Sama Restaurant; Lingo Restaurant; Chaplins Restaurant; Soi Restaurant; Mugg and Bean; Local Grill; Buzz 9; Fontana Roastery; Quench Restaurant.

Place of worship within a radius of 1 kilometer from the premises.  
The Auckland Park Baptist Church, Rivonia SDA Church, Melville Methodist Church; Kruis Gemeente Church, The Potters House, Nederduitse Hervormde Kerk; Heritage Baptist Church, Nederduitse Hervormde Kerk van Suid Afrika, Catholic Church, Christ Embassy, NG Kerk; Die Kapel; Rosebank SDA, 1 st Avenue; Melville Gemeente; Melville Junction Church; Musjid Mosque; Richmond Road; Auckland Park Baptist Church. St. Pete's Anglican Church.

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

  
TIMOTHY ADRIAN THEAL STEWART

I certify that this declaration has been signed and sworn to or affirmed before me at Johannesburg this 22nd day of April 2018 by the applicant 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 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".

  
04632699  
Commissioner of Oaths

Commissioner of Oaths Full Name : MARIUS BRUWER  
Address : 186 MAIN ROAD, NEWLANDS.  
Designation: WARRANT OFFICER  
Office held if appointment is ex officio :  
REPUBLIC OF SOUTH AFRICA

Full names .....

Business address .....

Rank.....

Office held if appointment is ex officio : REPUBLIC OF SOUTH AFRICA.

|                               |
|-------------------------------|
| SOUTH AFRICAN POLICE SERVICE  |
| PHO SPECIFIC CRIME.....       |
| GAUTENG                       |
| 2018 -04- 22                  |
| SPECIFIC CRIME GAUTENG<br>PHO |
| SOUTH AFRICAN POLICE SERVICE  |