



PROOF OF RECEIPT OF DOCUMENTS SUBMITTED WITH LODGEMENT

NAME OF PREMISES: RUSTIC FLAIR FOOD & EVENTS

APPLICANT: RUSTIC FLAIR

CONSULTANT: SILVER STAR BROKERS.

IN TERMS OF SECTION: 23

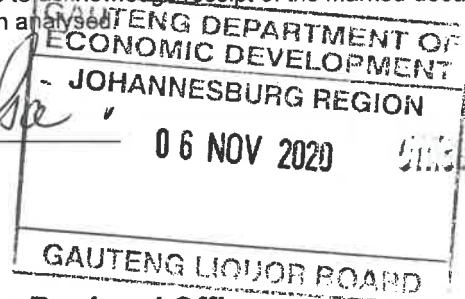
DOCUMENTS SUBMITTED:

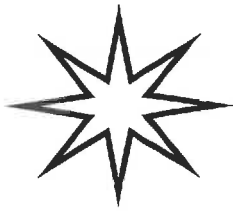
TYPE OF SECTION (1 Original set & 1 Copy set)	23 Y/N	39 Y/N	40 Y/N	43 Y/N	104 Y/N	89 Y/N
APPLICATION FORM and COMMISSIONED –	✓					
LODGE MENT FEES receipt	✓					
REPRESENTATION / MOTIVATION in writing	✓					
DESCRIPTION of premises in writing	✓					
SMOKE Affidavit & marked on plan	✓					
500 meter Affidavit	✓					
SAPS clearance certificate – original	✓					
SARS clearance certificate – original	✓					
ASSOCIATION membership certificate or other proof	✓					
PLO – Proof of lawful occupation – Can't grant IN VACUO	✓					
ID – Certified copy of applicant's ID - To verify no. & names	✓					
WORKING & RESIDENTIAL PERMIT if non SA citizen	NA					
COI – Cert. Of Incorporation – if Applicable	✓					
RESOLUTION – If more than one member – if applicable	✓					
LAA – Local Auth. Approval - Tavern, pub, pool club, liquor store, night club Sec 23 (1) (d) & Sec 23 (4)	✓					
PLAN – with demarcations & showing smoke area if applicable Sec 23 (1) (b)	✓					
PHOTO'S – In colour, showing internal & external features Sec 23 (1) (c)	✓					
MENU – if on-consumption - food	✓					
2 X NEWSPAPER adverts – Original pages of current dates	✓					
GOVERNMENT GAZETTE notice – Original page	✓					
ZONING DOCUMENTS – where applicable	✓					
2018 RENEWAL NOTICE COPY & receipt or payment proof – Date of last issue..... If not renewed, license has lapsed.						
AMENDED FOUNDING STATEMENT WITH NEW PARTICULARS						
LICENSE WAS CHECKED AND ISSUED ON.....						

RML/MyDoc/Forms/AppSec23 to 104 Checklist of rec/070803 This document is to acknowledge receipt of the marked documents submitted with lodgement. The correctness of the documents have not yet been analysed.

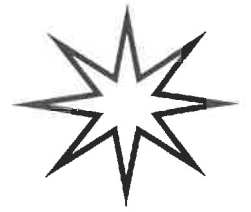
Signed: _____

[Signature]





SILVER STAR BROKERS



Business Brokers & Liquor Licensing Consultants

Commercial Property Rental Agents

Registered Tax Practitioners

email: ssbrokers @mweb.co.za

Business Name:

RUSTIC FLAIR (PTY) LTD

Index Page for Section 23 Submissions:

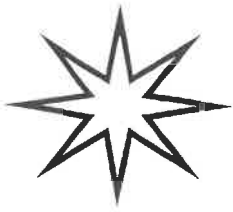
- * Application Form Commissioned
- * Lodgement fees
- * Representation / Motivation in writing
- * Description of Premises
- * Smoking Affidavit
- * PTY registration document
- * Similar Licensed Premises Affidavit
- * SAPS Clearance Certificate
- * SARS Clearance Certificate
- * Association members certificate
- * PLO - Proof of lawful occupation
- * ID - Certified Copy of Applicants ID
- * LAA - Local Authority approval
- * Menu
- * Plan of Premises
- * Photo's of premises
- * 2 * Newspaper adverts
- * Government Gazette

GAUTENG DEPARTMENT OF
ECONOMIC DEVELOPMENT

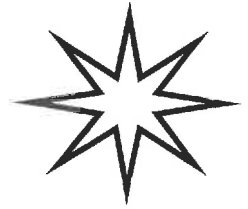
JOHANNESBURG REGION

06 NOV 2020

GAUTENG LIQUOR BOARD



SILVER STAR BROKERS



Business Brokers & Liquor Licensing Consultants

Registered Tax Practitioners

Maria : 083 750 6422 / 083 473 9252

email: ssbrokers@mweb.co.za

6th November 2020

Condonation letter for outstanding Tax Clearance Certificate

Business name: RUSTIC FLAIR PTY

Glb7000013388

I would like to please request that a condonation to be accept for outstanding tax clearance certificate, the client will be receiving it within 7 days from today, as soon as I receive it I will forward it immediately.

We will sincerely appreciate your help regarding this.

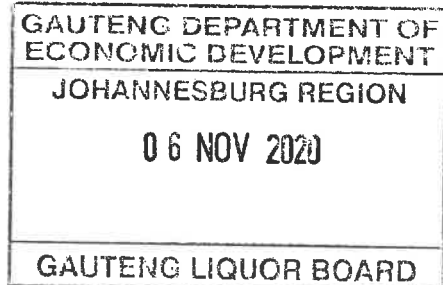
Regards

Teresa Dos Ramos

083 473 9252

Email: ssbrokers@mweb.co.za

Silver Star Brokers





APPLICATION REFERENCE NUMBER **GLB7000013388**

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

First Name **silver star brokers** Surname **da silva**
Second Name **maria** Street Number **po box 881**
Street Name **krugersdorp** Suburb **mogale city**
City **mogale city** Code **1740**
Mobile Phone **0834739252** Land Line **0116604052**
Email Address **ssbrokers@mweb.co.za**

LICENSE COST

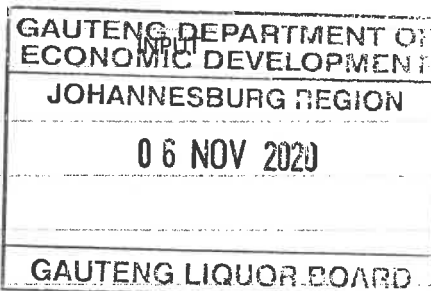
AMOUNT **R 4 5 0 0 . 0 0**

PAYMENT DUE

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

SECTION 1 - APPLICANT DETAILS

1.1	Name of Business	RUSTIC FLAIR
1.1	Surname of Applicant	N/A
1.2	Age of the Applicant	0
1.3	Company Registration Number	2020/236362/07
Residential Address or Registered Office Address		
1.4	Street Number	75
1.4	Street Name	27 Boxes, 75, 4th avenue, shop no: 123
1.4	Suburb	melville
1.4	City	johannesburg





1.5	P.O. Box Number	po box 881 krugersdorp
	Postal Code	1740
1.6	Business Telephone Number	0116604052
1.7	Email Address	ssbrokers@mweb.co.za
1.8	Cellphone Number	083 750 6422
	Physical Address of the premises for which the liquor permit is required	
	Street Number	75, 27 Boxes, shop no: 123, 4th avenue
	Street Name	4th avenue
1.9	Suburb	melville
	City	johannesburg
	ERF Number	00000750000

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

		INPUT
2.1	has in the Republic or elsewhere in the preceding ten years been convicted and sentenced for any offence to imprisonment without the option of a fine?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.2	has in the preceding five years been convicted of an offence in terms of The Gauteng Liquor ACT, 2003 (Act Number 2 of 2003 or the Liquor ACT, 1989 (ACT number 27 of 1989) and was sentenced to a fine of not less than R 200-00 or to imprisonment without the option of a fine or both imprisonment and a fine ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.3	is not domiciled in the Republic?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.4	is an unrehabilitated insolvent ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.5	is a minor ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.6	is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4) ?	<input type="radio"/> YES <input checked="" type="radio"/> NO

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

	INPUT



No.	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
In the case of an application for a micro-manufacturer's licence :-		
5.1	Is the applicant a person who manufactures fermented beverages ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
5.2	State the volume of liquor produced or the volume of liquor intended to be produced by the applicant per year.	0 - 500 liters
5.3	Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number	ERF 000075000
		Street 4th avenue
		Farm number 12300
6	In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption	<input checked="" type="radio"/> On Consumption <input type="radio"/> Off Consumption
7	Under what name is the business to be conducted ?	Rustic Flair Food & Events
8	In which region are the premises situated ?	Johannesburg Liquor Licenses
9	Will the applicant have the right to occupy the premises referred to in question 8 ?	<input checked="" type="radio"/> YES <input type="radio"/> NO
10	In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.	as per plan attached
11.1	Is the application made in respect of premises which has not yet been erected ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
11.2	Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
11.3	Are the premises already erected and in the applicant's opinion do not require additions to or alterations in order to make them suitable for such purpose ?	<input checked="" type="radio"/> YES <input type="radio"/> NO



12	Is an application made for any determination, consent, approval or authority which could be granted by the board?	<input checked="" type="radio"/> YES <input type="radio"/> NO
info	Furnish full details relating to the positive affirmation of the above statement: as per attached - laa	
<hr/>		
13	In the case of an application for a club liquor license, please accompany this document with a copy of the constitution or rules of the club. Are you applying for a club liquor license ?	<input type="radio"/> YES <input checked="" type="radio"/> NO



SECTION 4 - Declaration *(pen-to-paper only section)*

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

Signature of Applicant
or Authorized Person

Date

22/10/20

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

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

Commissioner Of
Oaths Signature

L. V. De Beer 26386755

Date

2020-10-22

First Name(s)

Lupano

Surname

RAMATSEITSI

Business Address Line 1

15 STURGE AVENUE

Business Address Line 2

ROSEBANK SAPS

Business Address Line 3

JHB

Designation

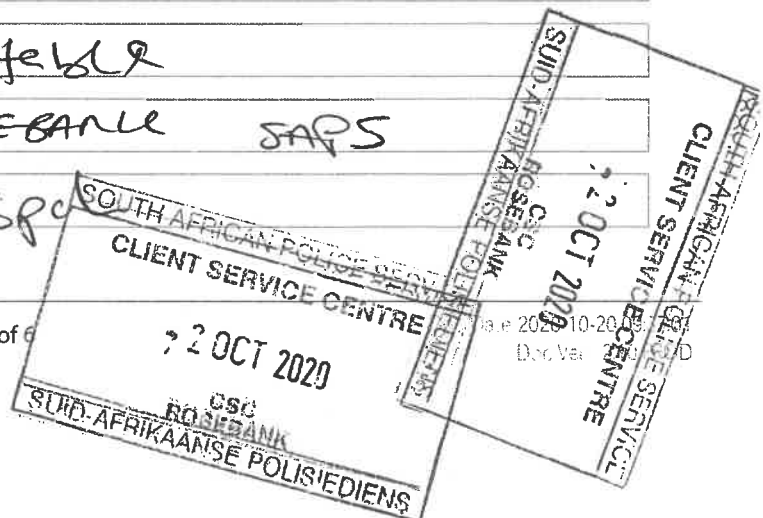
Constable

Area for which appointment is held

ROSEBANK SAPS

Office held if appointment is Ex Officio

Dispo



AFFIDAVIT

I the undersigned, **PETER HUDSON**, IDENTITY NUMBER: **6805085112080**.

I here under oath say –

I have made an application in terms of Section 23 of the Liquor Act 2003 for a

RESTAURANT LIQUOR LICENCE - ON- consumption under the name of:

RUSTIC FLAIR FOOD AND EVENTS

Business Premises being: **75, 27 Boxes, shop no 123, 75 4th Avenue, Melville, Johannesburg.**

According to our best knowledge, there are schools near to the proposed premises, such as; HERITAGE BAPTIST CHURCH, MELVILLE METHODIST CHURCH, THE POTTERS HOUSE MELVILLE, COMMUNITY IN CHRIST CHURCH AND ST PETERS ANGLICAN CHURCH.

According to our best knowledge there are churches nearby to the proposed premises such as; SPARROW SCHOOLS HEAD OFFICE, SPARROW FOUNDATION SCHOOL, KAIROS SCHOOL OF INQUIRY, MELPARK PRIMARY SCHOOL, AND AUCKLAND PARK PREPARATORY SCHOOL.

According to our best knowledge there are similar licences nearby to the proposed premises, such as; THE COUNTESS, NCW RESTAURANT, HELL'S KITCHEN, LOVE ME SO, SATKAR INDIAN RESTAURANT, HAVE WINGS, AKHALZ FAST FOOD, ANT CAFÉ, DEL FORNO MELVILLE, LA STALLA RESTAURANT, AL-FALAH RESTAURANT & TAKEAWAY, BAMBOOTHAI, YO SUSHI, PRIMI MELVILLE DARK KITCHEN, CUPPA COFFEE, BOOTLEGGER COFFEE COMPANY, AND FRANCO'S PIZZERIA & TRATTORIA.


PETER HUDSON

I certify that this affidavit has been signed and sworn to before me at **ROSEBANK** who acknowledges that

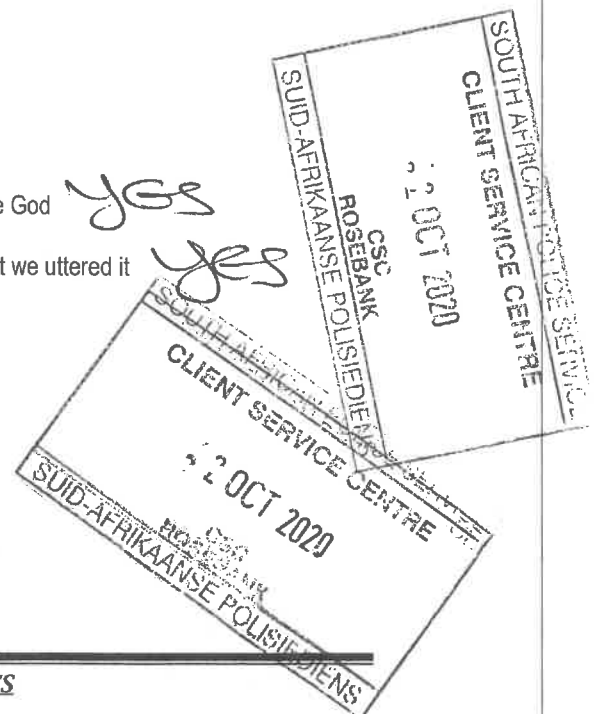
- (a) I know and understand the contents of this affidavit are true, so help me God **YES**
(b) I have no objection to taking the prescribed oath: and **No**
(c) I consider the prescribed oath to the binding on our conscience and that we uttered it **yes**

'I swear that the contents of this Affidavit are true, so help me God.'


COMMISSIONER OF OATHS

Full Names: **Lupano Ramatsoi**
Business Address: **15 STURGEON AVENUE**
Designation: **Constable**
Area which appointment is held: **ROSEBANK SAPS**

RUSTIC FLAIR FOOD AND EVENTS



AFFIDAVIT

I truly affirm that the information furnished in this application and the documents attached is true.

I the undersigned, here under oath say – **PETER HUDSON, IDENTITY NUMBER: 6805085112080.**

Applicants names are as follows;

PETER HUDSON, IDENTITY NUMBER: 6805085112080.

I have made an application in terms of Section 23 of the Liquor Act 2003 for a **RESTAURANT LIQUOR LICENCE - ON - consumption under the name of:**

RUSTIC FLAIR FOOD AND EVENTS

Business Premises being: 75, 27 Boxes, shop no 123, 75 4th Avenue, Melville, Johannesburg.

and hereby

I declare that my premises is a non smoking and an allocated area for smoking in compliance with the provisions of the act.



PETER HUDSON

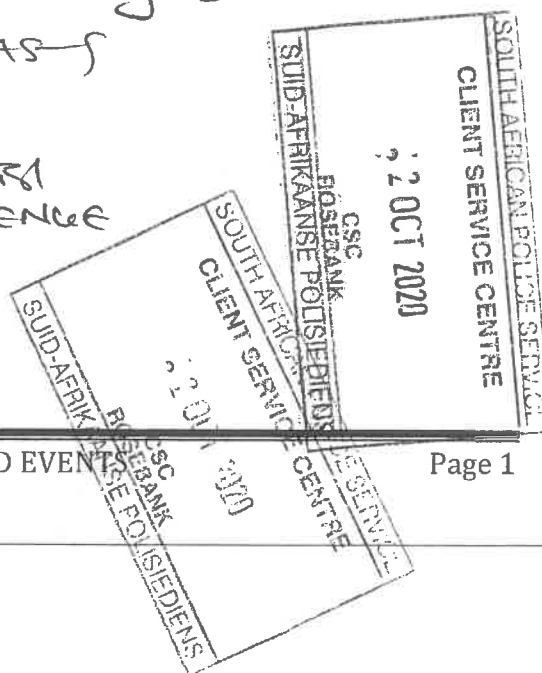
He certifies that this affidavit has been signed and sworn to before us at: ROXBURG who acknowledges that.

- (a) He knows and understand the contents of this affidavit are true, so help me God' **yes**
(b) He has no objection to taking the prescribed oath, and conscience and that she uttered it' **no**

'He swears that the contents of this affidavit are true, so help me God' **yes**

L. V. R. 26386755
CST
Commissioner of Oaths

Full names: WILFRED RAMATSI
Business Address: 15 STURGEON AVENUE
Designation: Constable



RUSTIC FLAIR

FOOD & EVENTS

COMPREHENSIVE WRITTEN REPRESENTATION

NATURE OF APPLICATION

This application is brought to the liquor board, via Silver Star Brokers, in terms of section 23 of the Liquor act, as amended by;

BUSINESS NAME: PETER HUDSON.

IDENTITY NUMBER: 6805085112080

Business Trading name: Rustic Flair Food & Events.

LOCALITY

This proposed business is situated at;

75, 27 Boxes, shop no 123, 75 4th Avenue, Melville, Johannesburg, business area of Melville and in a established shopping centre referred to 27 Boxes.

PARTICULARS OF APPLICANTS BUSINESS:

ABOUT US:

RUSTIC FLAIR FOOD & EVENTS

The applicant is of good character, he is a dedicated, hard working business man.

Rustic Flair Food & Events is currently only trading for a restaurant, but due to the fact that they prepare food for small, medifunctions and parties, there has been a huge demand for alcoholic beverages from his clients but the problem is that the applicant DOES NOT have a licence in place and due to this he has lost alot of business as he had to turn clients away. The applicants dream was to always grow in this new venture in his life and seeing that he spent so much on this business he cannot jeopardize and turn clients away because he doesn't have a licence, so the applicant has decided to rather apply for a restaurant liquor licence so that he can keep his clients happy and this will help the applicant not to loose any business.

The applicant is very well spoken and is an excellent chef. His dream was always to run a successful and popular restaurant at 27 boxes.

Rustic Flair food and events company that combines the culinary tastes that represent the unique cultures that make up the tapestry of our great nation. Through a true labour of love, they combine them into a well-orchestrated symphony of flavours that transcends cultural boundaries.

The applicant is abiding to all the requirements for the liquor license and therefore requests that the honourable liquor board to please consider her a suitable license holder to enable him to obtain his license to ensure that the business can reach its full potential

PROOF OF OCCUPATION

Lease agreement is in place.

PUBLIC INTEREST

It is submitted that the granting of this licence will be in the public interest in that: A definite demand exists for the granting of the licence, the business being a proposed business, which will serve considerable number of customers from far and near.

The license applied for is required to satisfy the reasonable needs of the persons who will visit the premises.

The applicant wishes to legalise his proposed Business, which would eliminate the need for the fear of law. The premises would like to apply for a **RESTAURANT LIQUOR LICENCE – ON CONSUMPTION.**

The applicant has a clear police clearance record as well a tax clearance certificates are all cleared and proof is in the file.

PARTICULARS OF THE APPLICANT

The proposed business wants to trade as a RESTAURANT LIQUOR LICENCE referred to as RUSTIC FLAIR FOOD & EVENTS.

The applicant is a strong business man and he has always been an entrepreneur and seeing that he has always had a dream to open his own restaurant of which he has officially found a premises that is situated in the suburb area and he is very excited to start off this new business venture.

The applicant is aware of the numerous of restaurants in the area, however his business will not be in relation to the other business concepts, hence knows his business will be unique in its own way. The applicant primary business will be a restaurant whereby his meals are his primary draw card of the business venture.

The applicant is busy renovating the premises. The applicant feels that with a liquor store in the area it will succeed as there has been a huge demand for a restaurant in the area.

The proposed business is situated at: **75, 27 Boxes, shop no 123, 75 4th Avenue, Melville, Johannesburg.**

CONCLUSION:

The honourable chairman of the Liquor Board is respectfully requested to approve this application for a type of license that the board feels is suitable for this premises, bearing the aforementioned comprehensive representation in mind.

DESCRIPTION OF PREMISES:

The proposed business premises is ready for Pre inspection , all according to his plan is in place.

ADDRESS: **75, 27 Boxes, shop no 123, 75 4th Avenue, Melville, Johannesburg.**

Business area zoned and leased.

Rustic Flair Food and events offering:

- sit-down intimate restaurant setup
- Social and corporate events from 4-100 people
- RUSTIC FLAIR FOOD AND EVENTS is situated at a shopping complex called 27 boxes

Rustic Flair Food and events is designed to cater functions, parties as well as small events for family and friends to enjoy a good meal.

The premises will be ON-CONSUMPTION.

The RESTAURANT IS ONLY TRADING AS A RESTAURANT AND ALCOHOLIC BEVERAGES WILL ONLY BE SERVED ONCE THE LICENCE IS APPROVED.

This proposed business premises will be unique and attract its own clientele base and grow its own business concept and structure.



ENQ NO: 2020254463

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 : 36206887
DATE OF BIRTH : 1968-05-08
PLACE OF BIRTH : SOUTH AFRICA
TITLE : MR
SURNAME/S : HUDSON
MAIDEN NAME/S :
NAME/S : PETER



.....
F/The National Commissioner of the South African Police Service

W/O F.P Fullard

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: crc-nameclear@saps.org.za
Tel. No.: +27 12 393 3928
Fax no.: +27 12 393 3909



a world class African city

ZONING INFORMATION NOTE PAD

REQUESTED BY:

TOWN PLANNING SCHEME: JOHANNESBURG

1979

NAME OF APPLICANT:

ERF / HOLDING / FARM PORTION: 913

TOWNSHIP NAME / HOLDING NAME / FARM NAME: MELVILLE

STREET NAME AND NUMBER:

ZONING INFORMATION

USE ZONE: SPECIAL

HEIGHT ZONE:

FLOOR AREA
RATIO:

Business

Residential

Institutional

Industrial

Other

COVERAGE:

DENSITY:

1 Dwelling per

m²

BUILDING LINE:

PARKING:

AMENDMENT SCHEME APPLICABLE: 722 N

SERVED BY:

SISONKE

DATE: 04-07-2013

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

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

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

PLEASE NOTE:

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

JOHANNESBURG TOWN PLANNING SCHEME, 1979 AMENDMENT SCHEME 722N

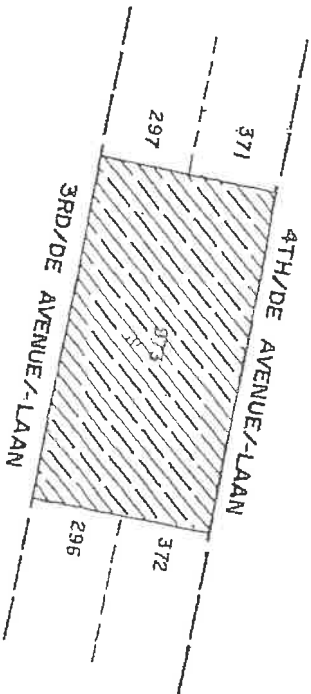
JOHANNESBURG TOWN PLANNING SCHEME, 1979, APPROVED BY VIRTUE OF ADMINISTRATOR'S NOTICE 1167, DATED 3 OCTOBER 1979, IS HEREBY FURTHER AMENDED AND ALTERED IN THE FOLLOWING MANNER:

1. THE MAP, SHEETS A279/293 AND B279/293 AS SHOWN ON MAP 3, AMENDMENT SCHEME 722N.
2. BY THE ADDITION OF THE FOLLOWING IN NUMERICAL AND ALPHABETICAL SEQUENCE TO TABLE N OF THE SCHEDULE OF THE SCHEME, READ WITH CLAUSE 70:

COLUMN 1.	USE ZONE SPECIAL
COLUMN 2.	DESCRIPTION OF LAND MELVILLE, ERF 973
COLUMN 3.	PRIMARY RIGHTS (LAND USE TABLE C) THE ERF AND THE BUILDINGS ERECTED THEREON OR TO BE ERECTED THEREON, SHALL BE USED SOLELY FOR THE PURPOSES OF PUBLIC OPEN SPACE, PUBLIC PARKING AREA, ARTS MARKET AND DELI MARKET CONSISTING OF MARKET STALLS, STUDIOS, CRAFT WORKSHOPS, FRESH PRODUCE AND CURIO MARKET UNITS, COFFEE SHOP
COLUMN 4.	USES WITH CONSENT (LAND USE TABLE C) ALL USES ANCILLARY TO THE PRIMARY RIGHTS
COLUMN 5.	USES NOT PERMITTED (LAND USE TABLE C) ALL USES NOT IN COLUMNS (3) AND (4)
COLUMN 6.	WIDTH OF SERVITUDE AREA - STREET
COLUMN 7.	STOREYS OR HEIGHT IN METRES HEIGHT ZONE 0
COLUMN 8.	COVERAGE N/A
COLUMN 9.	F.A.R. OR FLOOR AREA LEASABLE FLOOR AREA 2200m ² EXCLUDING A COFFEE SHOP OF 200m ² . NOT LESS THAN 50% OF THE LEASABLE FLOOR AREA OF 2200m ² EXCLUDING A COFFEE SHOP OF 200m ² BE UTILISED FOR PERMANENT (LONG LEASE - 3 YEARS OR LONGER) TENANTS, SUCH AS DELI, FRESH PRODUCE, CRAFT WORKSHOPS AND NON-BRANDED FASHION BOUTIQUES NOT MORE THAN 50% OF THE LEASABLE FLOOR AREA OF 2200m ² EXCLUDING A COFFEE SHOP OF 200m ² BE UTILISED FOR SHORT LEASE TENANTS
COLUMN 10.	PARKING PROVISION A PARKING GARAGE CONSISTING OF 154 UNDER COVER AND 46 OPEN PARKING BAYS
COLUMN 11.	DENSITY N/A
COLUMN 12.	BUILDING LINE PROVISIONS 5m ON STREET BOUNDARIES 3m ON OTHER BOUNDARIES
COLUMN 13.	GENERAL PROVISIONS <ol style="list-style-type: none"> 1. A SITE DEVELOPMENT PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE CITY COUNCIL PRIOR TO ANY DEVELOPMENT ON THE SITE. DESIGN/LAYOUT SHALL BE SUBSTANTIALLY IN ACCORDANCE WITH EXHIBIT A. 2. ACCESS SHALL BE TO THE SATISFACTION OF THE COUNCIL.
COLUMN 14.	AMENDMENT SCHEME NUMBER 722N

APPROVED

SKAAL : SCALE 1:2500



MELVILLE
 ERF 973

VERWYSING/REFERENCE

SKEDULE
 S
 SCHEDULE
 SPECIAL
 SPECIAL

APPROVED

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

DATE 10/05/2006

KODE 2-JOHANNESBURG

DORPSBEPLANNINGSKEMA
TOWN PLANNING SCHEME

1979

KAART 3-B
MAP

SERIES

WYSIGINGSKEMA
AMENDMENT SCHEME

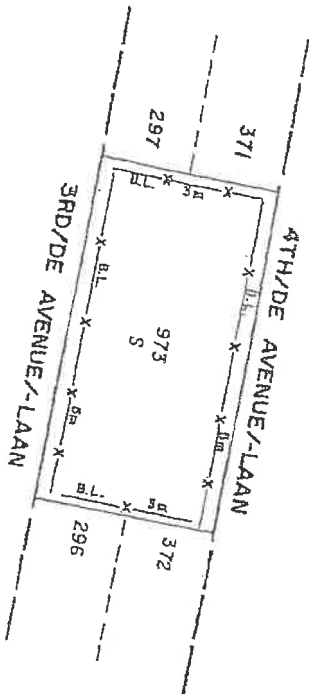
722N

VEL 1
SHEET

OF 1

VELLE 1
SHEETS

SKAAL : SCALE 1:2500



MELVILLE

ERF 973

VERWYSING/REFERENCE

SKEDULE
S
SCHEDULE

Gebied nie
begrens HOOGETESONE 0
Area not
bordered HEIGHT ZONE 0

B.L. 5m
BOULYIN
BUILDING LINE

APPROVED

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

DATE 10/05/2006

DIGTHEIDSONES & HOOGETESONES - DENSITY ZONES & HEIGHT ZONES

I certify that the deponent acknowledged that he/she knows and understands the contents of this declaration, does not have any objection to taking the prescribed oath and considers it to be binding on his/her conscience. I thereafter administered the oath by causing him/her to utter the following words: "I swear that the contents of this declaration are true, so help me God". The deponent then signed the declaration in my presence on which date and at which place I also signed this certificate:

26 Oct 2020

Commissioner Of Oaths
SELVARAJAN SUBBAN
4 FREDERICK DRIVE NOORDOYK MIDRAND
DESIGNATION: FORENSIC INVESTIGATOR AREA: GAUTENG
REFERENCE NUMBER: 9/7572

1

I.D. No. 680508 5112 080



S.A.CITIZEN

NOTICE OF PERSONAL PARTICULARS

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

SURNAME
HUDSON

FORENAMES
PETER

NOTICE OF CHANGE OF ADDRESS

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

COUNTRY OF BIRTH
SOUTH AFRICA

DATE OF BIRTH
1968-05-08

DATE ISSUED
2013-05-08



ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS

**Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, August 14, 2020 at 10:37**



Companies and Intellectual
Property Commission

a member of the group

COR14.3: Registration Certificate

Registration Number: 2020 / 236362 / 07
Enterprise Name: RUSTIC FLAIR

ENTERPRISE INFORMATION

Registration Number 2020 / 236362 / 07
Enterprise Name RUSTIC FLAIR
Registration Date 15/05/2020
Business Start Date 15/05/2020
Enterprise Type Private Company
Enterprise Status In Business
Financial Year End March
TAX Number 9342288223
Addresses

POSTAL ADDRESS

103 MACEDON
26 TYRWHITT AVENUE
ROSEBANK
GAUTENG
2196

ADDRESS OF REGISTERED OFFICE

103 MACEDON
26 TYRWHITT AVENUE
ROSEBANK
GAUTENG
2196

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Appointment Date	Addresses
HUDSON, PETER	Director	6805085112080	15/05/2020	Postal: 103 MACEDON, 26 TYRWHITT AVENUE, ROSEBANK, GAUTENG, 2196 Residential: 103 MACEDON, 26 TYRWHITT AVENUE, ROSEBANK, GAUTENG, 2196



AGREEMENT OF LEASE

(IN RESPECT OF COMMERCIAL PREMISES)

ENTERED INTO BY AND BETWEEN

JOHANNESBURG ARTISTS MARKET (PTY) LTD

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

(Hereinafter referred to as the "Landlord")

And

RUSTIC FLAIR PTY LTD





Registration Number: 2020/236362/07

(Hereinafter referred to as the "Tenant")

IN RESPECT OF

27 BOXES, MELVILLE

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

Tenant initial 
Witness initial 
Landlord initial 
Witness initial 

1 September 2020 – 28 February 2021			
Internal Area:	R7 873.60	R1 181.04	R9 054.64
(Increasing with 8% annually thereafter)			

1.7.2 Basic Monthly Parking Rental:	N/A		
Period	Amount per bay	VAT	Total
	N/A		
1.7.3 Tenant's Contribution to Marketing Fund:			
Period	Amount per month	VAT	Total
1 September 2020 – 28 February 2021	R414.00	R62.10	R476.19
1.7.4 Tenant's Contribution to Operating Costs:			
Period	Amount per month	VAT	Total
1 September 2020 – 28 February 2021	R1 480.00	R222.00	R1702.00
1.7.5 Rental Relief Contribution			
	Amount per month	VAT	Total
1.7.6 Tenant's Total Rental Contribution			
Period	Amount per month	VAT	Total
1 September 2020 – 28 February 2021	R 9 767.50	R1 465.14	R11 232.74
1.7.7 Other charges, fees and costs shall be payable by the Tenant as recorded below and described in detail in clause 3.1 of the General Terms and Conditions			

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

1.8 Purposes for which the Leased Premises shall be used	Pre-cooked ready made meals		
1.9 Lease administration costs (incl. VAT) – once off	R921.00		
1.10 Deposit payable by Tenant	*R7 873.60 held by Landlord		
1.11 Turnover Rental for Lease Period	N/A		
1.12 Date of Financial Year End of Tenant	N/A		
1.13 Landlord's banking details	CPS Trust Account First National Bank Account Number: 62301289931 Branch Code: 256505 Branch: Melville		
1.14 Minimum and Maximum Trading Hours	Days Monday to Friday	Minimum 10H00 – 18H00	(Mondays are optional trading)

Tenant Initial
Witness Initial
Landlord Initial
Witness Initial




	Saturdays	10H00 – 17H00	
	Sunday and Public Holidays	10H00 – 16H00	
1.15 Suretyship: N/A			
Name being duly authorised in terms of the attached Suretyship.	Identity Number	Physical Address	
1.16 Authorised Signee			
Name *being duly authorised in terms of the attached Tenant's Resolution.	Identity Number	Physical Address	
Peter Hudson	680508 5112 080	103 Macedon 26 Tyrwhitt Avenue Rosebank 2196	
1.16 Other Terms			
Please note Rustic Flair will be receiving 1 month rent relief for 1 September 2020 for set up			
1.17 Citiq Management			
Department	Name	Contact Number	Email
Citiq Head Office	Reception	011 7120000	reception@citiq.co.za
Centre Manager	Antoinette Becker	067 016 2237	Antoinetteb@citiq.co.za
Billing Department	Brandon Wagner	0800222054	BrandonW@citiq.co.za
Accounts Department	Sherizaan Ebrahim	0117120000	sherizaane@citiq.co.za

1.18 Annexures to the Lease:

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

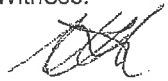
Tenant initial
 Witness initial
 Landlord initial
 Witness initial




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

SIGNED at JOHANNESBURG on this 19TH day of AUGUST 2020 in the presence of the undersigned witness

Witness:


(Signature of witness)


(Signature of TENANT)

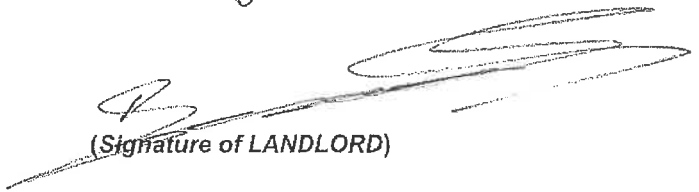
(Full names of witness)

Nomatnamsanga Mbergashe (8209300725081)
(ID number of witness)

SIGNED at JOHANNESBURG on this 24th day of AUGUST 2020 in the presence of the undersigned witness


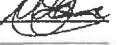


Witness:

(Signature of witness)


(Signature of LANDLORD)

(Full names of witness)

.....
(ID number of witness)

Tenant initial 
Witness initial 
Landlord initial 
Witness initial 

GENERAL TERMS AND CONDITIONS OF LEASE

1. DEFINITIONS AND INTERPRETATION

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

2. LEASED PREMISES AND OCCUPATION

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

Initial

Tenant initial
Witness initial
Landlord initial
Witness initial

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

3. FINANCIAL OBLIGATIONS

3.1 SERVICES AND CHARGES PAYABLE BY TENANT


Initial

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

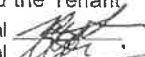



Tenant initial
Witness initial
Landlord initial
Witness initial




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

3.2 PAYMENT

- 3.2.1 All payments due by the Tenant in terms of the Lease will be made by one of the following means
- 3.2.1.1 by debit order; or
- 3.2.1.2 by direct deposit into the Landlord's bank account, at any branch of the Landlord's banker, by making use of the deposit slip attached to the Tenant's invoice; or
- 3.2.1.3 by electronic transfer, at all times furnishing the correct tenant number as deposit reference.
- 3.2.2 Payments will be made without demand, free of exchange and without deduction or set-off for any reason whatsoever, as follows:
- 3.2.2.1 the basic monthly rental, the Tenant's proportionate share of the improvement levy, the Tenant's proportionate share of rates and taxes, the Tenant's contribution to municipal charges and the Tenant

Tenant initial 
Witness initial 
Landlord initial 
Witness initial 

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

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

3.3 DEPOSIT OR BANK GUARANTEE

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

3.4 SURETYSHIP

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

4. MAINTENANCE AND ALTERATIONS

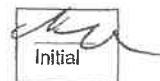
- 4.1.1 any damage caused to the Property by it or for which it is vicariously liable,

Tenant initial
Witness initial
Landlord initial
Witness initial

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

6. **MANAGEMENT AND USE OF THE LEASED PREMISES AND PROPERTY**

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


Initial

Tenant Initial
Witness Initial
Landlord Initial
Witness Initial




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

Tenant initial
Witness initial
Landlord initial
Witness initial




6.15 The Tenant shall not, without the Landlord's written consent:

- 6.15.1 display or sell merchandise, goods or objects on any part of the Property outside the Leased Premises;
- 6.15.2 operate a wholesale or factory outlet;
- 6.15.3 conduct an auction, closing down or insolvency sale or display such notices in the shop front windows.

6.16 The Tenant shall in the following events at its cost furnish the Landlord with an electrical certificate of compliance in respect of the electrical installations on the Leased Premises:

6.16.1 where the fitting-out of the Leased Premises has been undertaken by contractors appointed by the Tenant, in which event the necessary certificate must be delivered to the Landlord within 7 (seven) days after the date of occupation of the Leased Premises by the Tenant; and

6.16.2 within 7 (seven) days after vacating the Leased Premises, failing which the Landlord will be entitled to obtain the necessary certificate and recover the cost so incurred (including the cost of any work and equipment in order to obtain such certificate) from the Tenant.

6.17 The parties record that, should the Tenant or its agents request assistance from the Landlord or its agents in case of an alleged crime committed by any party and such assistance is granted (without being obliged to do so), the Tenant hereby indemnifies and holds the Landlord or its agents harmless against any claims resulting from such assistance by the Landlord or its agents.

6.18 The Tenant undertakes to:

6.18.1 Immediately inform the Landlord, in writing, of any industrial action and/or process where an order is sought or applied for in terms of which industrial action would be allowed in any location other than the Leased Premises, for example on the Property. The Tenant shall not wilfully agree to and shall oppose any application in terms of which any industrial action would be allowed in any location other than the Leased Premises for example on the Property (excluding the Leased Premises);

6.18.2 use its best endeavours to limit the noise levels and nuisance caused by any industrial action by its employees.

6.19 The Tenant indemnifies and holds the Landlord harmless against any protest, picketing, strike, unlawful occupancy, nuisance and disturbance carried out by any employees and/or third party/parties on the Leased Premises and/or the Property directed to or relating to the Tenant.

7. EXCLUSION OF LANDLORD'S LIABILITY FOR DAMAGES

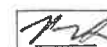

Initial

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

8. CESSION AND SUBLETTING

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

9. BREACH AND CANCELLATION


Initial

9.1 Should the Tenant:

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

Tenant initial
Witness initial
Landlord initial
Witness initial






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

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

- 9.1.4 cancel the Lease on 7 (seven) business days' written notice to that effect given to the Tenant and retake possession of the Leased Premises; or

- 9.1.5 convert the Lease to one in which the Landlord is, but not the Tenant which shall continue to be bound for the full period of the Lease, entitled to terminate the Lease by giving 7 (seven) business days' written notice of termination to the Tenant, the remaining terms and conditions being otherwise unaffected.

- 9.2 If the Tenant is a private company or close corporation and it intends to change the holdings of its shareholders or members so that the shareholders or members who held the controlling interest when the Lease was entered into, will no longer do so, then:

- 9.2.1 the Tenant will inform the Landlord in writing of such intended change; and

- 9.2.2 obtain the Landlord's written consent to such change, which consent shall not unreasonably be withheld by the Landlord. The onus is on the Tenant to prove unreasonableness,

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

- 9.3 If the Tenant disputes any early termination of this Lease and remains in possession of the Leased Premises, it shall continue to pay the basic monthly rental and all other amounts payable by the Tenant to the Landlord in terms of the Lease on due date and will continue to fulfill its other obligations in terms of the Lease pending the determination of such dispute. The Landlord will be entitled to accept such payments without prejudice to any of its rights or remedies and shall not in any way whatsoever affect the Landlord's claim of cancellation or damages. If such dispute is resolved in favour of the Landlord, then any such payments made by the Tenant in terms hereof, will be deemed to have been paid on account of damages suffered by the Landlord as a result of the unlawful holding over by the Tenant of the Leased Premises.

- 9.4 If the Tenant remains in occupation of the Leased Premises after the expiry of the Lease Period, then the Tenant's occupation of the Leased Premises shall be on a monthly basis, subject to the increase as stipulated in the Lease Schedule of the basic monthly rental, improvement levy and parking rental payable by the Tenant in the month preceding the expiry of the Lease Period. The foregoing shall be without prejudice to any rights of the Landlord in terms of this Lease or in law and shall not constitute a tenancy other than a lease on a monthly basis as recorded herein.

10. TERMINATION AND REINSTATEMENT

- 10.1 Upon termination of this Lease Agreement and handing back of the Leased Premises to the Landlord, the parties shall jointly inspect the Leased Premises and jointly complete and sign the Inspection Form which will form Annexure G hereto and which shall record all reinstatement requirements as well as any and/or all damage and/or defects in the Leased Premises which must be restored.

- 10.2 The Landlord shall, at the cost of the Tenant, attend to all such reinstatement, repairs and restoration as recorded in the check-out form envisaged in clause 10.1 above.

- 10.3 Notwithstanding what is recorded in 10.2 above, the Landlord shall be entitled to request in writing that the Tenant attends to the reinstatement, repairs and restoration at its own cost in which event the Tenant will immediately upon receipt of such written request attend to all work as recorded in the check-out form.

- 10.4 The Landlord shall further be entitled to direct the Tenant (in the event of the Tenant doing the reinstatement on the request of the Landlord) or in its sole discretion (in the event of the Landlord attending to the reinstatement at the Tenant's cost) not to remove any of the alterations and additions affected to the Leased Premises and which alterations and additions will become part of the Leased Premises and the property of the Landlord without any compensation being payable to the Tenant in this regard.

- 10.5 In the absence of the Inspection Form being duly completed and signed by the parties as set out in 10.1, the Tenant accepts liability for all costs incurred by the Landlord in reinstatement of the premises in accordance with this clause 10.


Tenant initial
Witness initial
Landlord initial
Witness initial




11. INSURANCE


Initial

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


Initial

12. DAMAGE AND DESTRUCTION





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

13. CREDIT VERIFICATION

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

14. ADDRESS FOR SERVICE OF DOCUMENTS AND NOTICES (DOMICILIUM AND NOTICES)

- 14.1 The parties choose their address for service of documents and notices (*domicilium citandi et executandi*) for all purposes of the giving of any notice, the serving of any process and for any other purpose arising from this Lease, as follows:
- 14.1.1 The Landlord:
- As set out in Item 1.1 of the Schedule.
- 14.1.2 The Tenant:
- The Leased Premises or the address as set out in item 1.2 of the Schedule.
- 14.2 Each party shall be entitled from time to time, by written notice to the other, to vary its address for service of documents and notices (*domicilium*) to any other physical address within the Republic of South Africa.
- 14.3 Any notice given by a party to the other party which is:
- 14.3.1 delivered by hand during the normal business hours of the addressee at the addressee's address for service of documents and notices (*domicilium*) shall be rebuttably presumed to have been received by the addressee at the time of delivery;

Tenant Initial 
Witness initial 
Landlord initial 
Witness initial 

14.3.2 posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's for service of documents and notices (*domicilium*) shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting.

14.4 Any notice given by a party to the other party by fax or by e-mail shall be rebuttably presumed to have been received by the addressee on the date of successful transmission thereof.

14.5 Notwithstanding anything to the contrary in this clause 14 (and specifically 14.3), a written notice or other communication actually received by a party shall be adequate notice to it notwithstanding that the notice was not delivered to its given address for service of documents and notices (*domicilium*).

15. EXERCISE OF RIGHTS

15.1 Each party hereby consents to the jurisdiction of the Magistrate's court should either party institute legal proceedings out of that Court, notwithstanding that the amount in issue may exceed the jurisdiction of such Court.

15.2 Should the Landlord institute action against the Tenant pursuant to a breach by the Tenant of this Lease, then without prejudice to any other rights which the Landlord may have, the Landlord shall be entitled to recover all legal costs incurred by it, including attorney/client charges, tracing fees and such collection commission as the Landlord is obliged to pay to its attorneys, from the Tenant.

16. GENERAL

16.1 Any letting or reservation of parking space or storeroom on the Property for the benefit of the Tenant, if applicable and available, is arranged in the attached Lease schedule. If absent in the Lease schedule it will be expressly agreed upon in writing separately from this Lease.

16.2 The fitting-out of the Leased Premises will be expressly agreed upon in writing separately from this Lease.

16.3 If the Tenant is a partnership then by signature hereto, the individual partners of the Tenant bind themselves, both as a partnership and jointly and severally, for all the Tenant's obligations to the Landlord under or arising out of this Lease. Similarly, joint Tenants shall be jointly and severally liable for all their obligations as Tenants under or arising out of this Lease.

16.4 The Landlord may assign its rights and obligations in terms of the Lease to any other person by written notice to that effect given to the Tenant, which notice must be countersigned by the assignee accepting such assignment and the Tenant irrevocably hereby consents to such assignment.

16.5 The Tenant shall take all reasonable steps to ensure that its visitors and/or its employees, client and/or customers do not act in contravention of the Lease.

16.6 If the Landlord provides services to the Leased Premises or makes concessions which it is not obliged to provide or make, then the Tenant does not acquire rights in respect thereof and the Landlord is not obliged to continue providing such services or making such concessions.

16.7 No relaxation or indulgence which the Landlord may show to the Tenant, shall in any way prejudice the Landlord's rights hereunder, and in particular, without derogating from the generality of the foregoing, no acceptance by the Landlord of rent or any other amounts owed to the Landlord in terms of this Lease, shall preclude or estop it from exercising any rights enjoyed by it hereunder.

16.8 This Lease incorporates the entire agreement between the parties and no alteration, cancellation or variation shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant who hereby acknowledge that no representations or warranties have been made by either the Landlord or the Tenant.

16.9 Within 7 (seven) days after the end of each month, the Tenant will give the Landlord a statement of gross turnover for such month. The gross turnover is the price (general sales tax, VAT or any similar substituting tax excluded) of all goods or services sold or distributed (also to staff) on or from the Leased Premises by the Tenant or any other person conducting business on or from the Leased Premises. A person authorised by the Tenant will sign the statement and confirm that it is correct to the best of his knowledge. The Landlord will use such information in confidence only for the purpose of determining trade trends.

16.10 Should any one or more of the provisions of this Lease be unenforceable, void or in contravention of any legislation for any reason whatsoever, then such provision(s) shall be severed from this Lease and the remaining provisions shall be of full force and affect.

Tenant initial
Witness initial
Landlord initial
Witness initial




- 16.11 A certificate signed by a director, manager, internal accountant of the Landlord or the Landlord's agent (whose authority need not be proved) shall for all purposes be evidence at first glance (*prima facie* proof) of the matters therein stated.
- 16.12 The Tenant shall comply with the requirements of the Financial Centre Intelligence Act 38 of 2001. Without limiting the generality of the foregoing, the Tenant shall furnish the Landlord with the documentation required by the Act, upon request by the Landlord.
17. **LIMITATION OF LIABILITY**
Notwithstanding any provision contained in this Lease, same shall not limit or exempt liability attributable to gross negligence.

Tenant initial _____
Witness initial _____
Landlord initial _____
Witness initial _____

ANNEXURE B

TENANT'S RESOLUTION

RUSTIC FLAIR PTY LTD

(Registration Number 2020/236362/07)

(the "Company")

EXTRACT OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY PASSED AT
JOHANNESBURG ON 11 August 2020

RESOLVED :

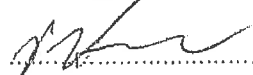
THAT the Company enters into a Lease with **Johannesburg Artists Market (Pty) Ltd** substantially upon the terms and conditions of the agreement submitted to and approved by the board of directors of the Company.
RESOLVED FURTHER :

1 THAT **Peter Hudson** acting in his capacity as **Director** of the Company, be and is hereby authorised and empowered to -

- 1.1 negotiate the final terms and conditions of the agreement referred to in the preceding resolution;
- 1.2 sign the said agreement and all other deeds or documents which may be necessary for the implementation of the abovementioned agreement; and
- 1.3 generally, do everything that may be necessary for the implementation of the abovementioned agreement,

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

CERTIFIED A TRUE COPY


.....

CHAIRMAN

Tenant Initial
Witness Initial
Landlord Initial
Witness Initial



SURETYSHIP

I, the undersigned,

SURETY
Full Names PETER HUDSON Click here to enter text.

Address 26 TYRWHITT AVENUE Click here to enter text.

ROSEBANK Click here to enter text.

Postal Code 2196 Click here to enter text.

ID number 680508 Click here to enter text. 5112080

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

ID number Click here to enter text.

(herein referred to as "the surety") do hereby interpose and bind myself to **Johannesburg Artists Market (Pty) Ltd**, registration number 2007/005422/07, and its successors-in-title, as the case may be, ("Landlord") as surety for and co-principal debtor with <insert ENTITY NAME> ("Tenant") for the due, proper and timeous performance by the Tenant of all its obligations to the Landlord arising from any cause whatsoever, including, but not limited to, the occupancy of <insert shop no>, **27 BOXES** ("Leased Premises"), subject to the following terms:

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

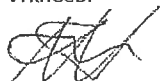
Tenant initial
 Witness initial
 Landlord initial
 Witness initial

8. In the event that the Tenant is sequestrated or liquidated, the surety will not lodge or prove a claim against the estate of the Tenant until such time as the Landlord has been paid the full amount due to him in terms of the agreement of Lease.
9. All agreements, admissions and waivers made by the Tenant with or in favour of the Landlord in respect of his rights and obligations in terms of the Lease agreement will also bind the surety, as if he was a party thereto.
10. Any certificate given under the hand of a director or general manager or senior manager of the Landlord or its Managing Agent stating the amount due by the Tenant and for which the surety is liable in terms of this suretyship, will constitute prima facie evidence in any court of law of the existence of the obligation, the correctness of the amount and the obligation of the surety to pay the amount to the Landlord.
11. All the Landlord's rights, without exception, applicable against the Tenant will be equally applicable against the surety, the surety being deemed to be the Tenant thereunder and the Landlord has against the Tenant as if the surety had from the beginning of the Lease agreement and at all times been liable jointly and severally with the Tenant in favour of the Landlord.
12. In the event of the Landlord instructing an attorney to take any action (or any steps whatever) arising from this suretyship, the costs, including tracing agent's fees and collection commission of such attorney will be paid by the surety on the scale as between attorney and own client.
13. The surety/ies by their signature hereto, hereby consents to:
 - 13.1. the Landlord and/or its agents receiving, sharing, transmitting and exchanging any consumer credit information (as this term is defined in section 70 of the National Credit Act, 2005 ("NCA") and any other information (Consumer Credit Information") in respect of surety/ies;
 - 13.2. the Landlord and/or its agents sharing, transmitting and/or exchanging any consumer Credit Information in respect of the surety/ies with any credit bureau;
 - 13.3. the Landlord and/or its agents carrying out any credit search, company search and/or asset searches with any registered credit bureau in order to monitor and determine the credit worthiness of the surety/ies; and
 - 13.4. the Landlord and/or its agents obtaining Consumer Credit Information in respect of the Tenant for purposes other than may be prescribed by the NCA from time to time.
14. The parties choose the following addresses as their respective addresses for servicing notices:
 - 14.1. LANDLORD: Citiq Property Services, Anchor House, 100 Juta Street, Braamfontein, Johannesburg, 2001.
 - 14.2. SURETY: Click here to enter text.

SIGNED at MELVILLE on this 21 day of SEPTEMBER 20 20

in the presence of the undersigned witness

Witness:



(Signature of witness)







(Signature of SURETY)

(Full names of witness)

Nomathamsinga Mbergashe (8209300729081)

(ID number of witness)

Tenant initial 
Witness initial 
Landlord initial 
Witness initial 

SURETY

Identity No:

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

- ☒ unmarried
- ☐ out of community of property (Antenuptial Contract)
- ☐ in community of property (if yes, spouse has to complete and sign the following):

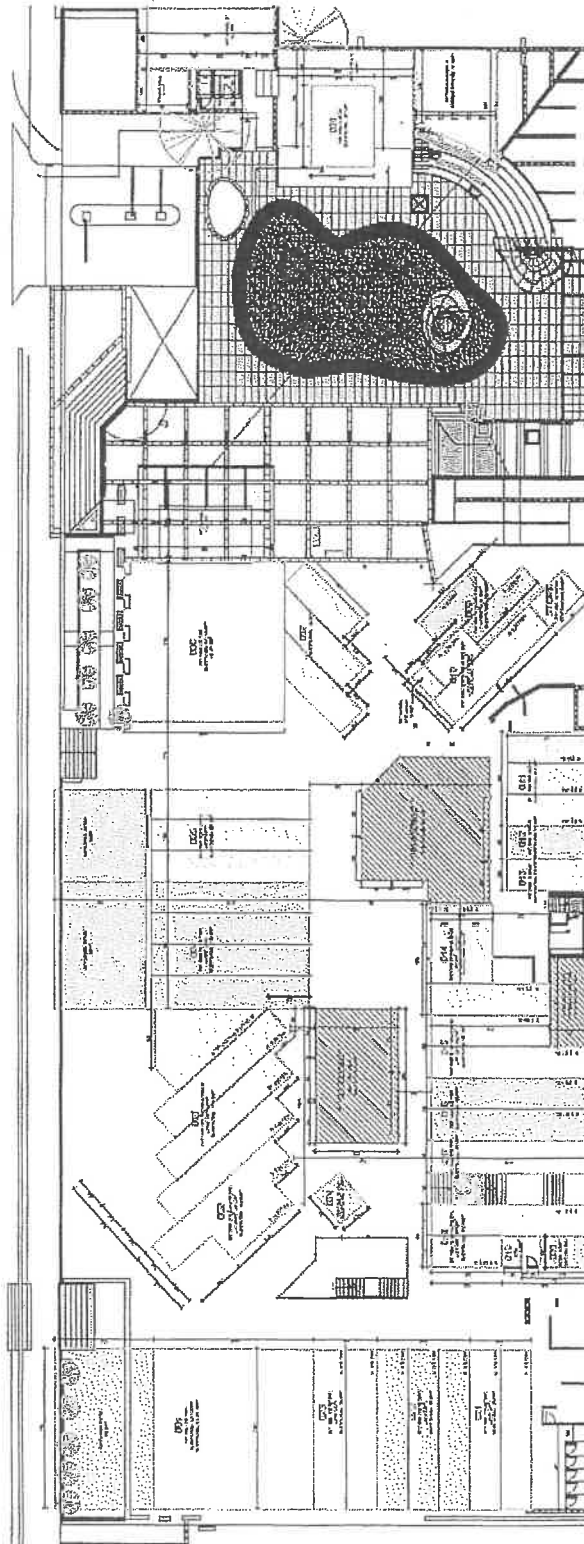
I _____ (full name), Identity number: _____
_____ hereby consent in terms of Section 15(2) of the Matrimonial Property Act
(88 of 1984) to _____ (spouse's name) entering
into this suretyship.

Tenant initial
Witness initial
Landlord initial
Witness initial

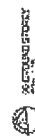
ANNEXURE D

PLAN OF LEASED PREMISES

(Ground Floor)

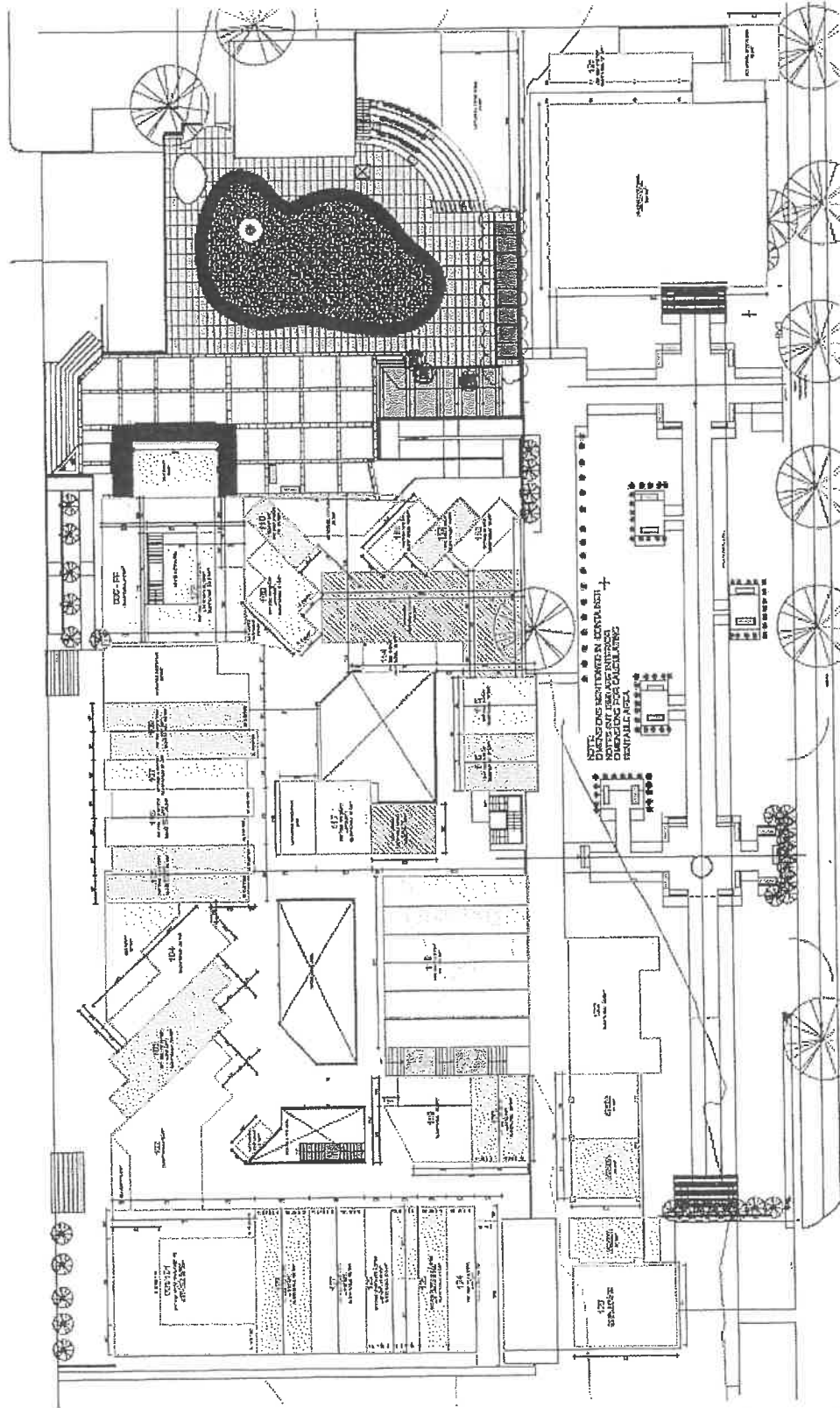


NOTES:
1. DIMENSIONS INDICATED IN
DIMENSIONED PORTS ARE
FOR INFORMATION ONLY.
CALCULATING DIMENSIONS
SHOULD BE USED.



Tenant initial _____
Witness initial _____
Landlord initial _____
Witness initial _____

(First Floor)



2780XES

ST. LOUIS, MISSOURI

ST. LOUIS, MISSOURI

21 FEBRUARY 2004

Tenant initial
Witness initial
Landlord initial
Witness initial

[Handwritten signatures]

Certificates

Membership No. 001346

27 OCT 2020

This certifies that

RUSTIC FLAIR FOOD AND EVENTS

is a member of this association
in good standing until
27 OCTOBER 2021



NTHA

NATIONAL

TOURISM &

HOSPITALITY

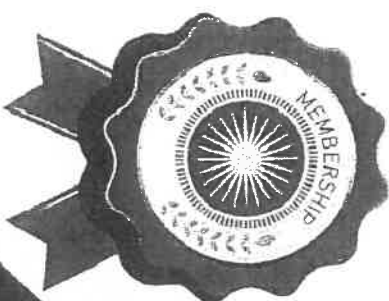
ASSOCIATION

Id No/Reg No. 6805085112080

Address: 75, 21 Boxes, Shop no 123, 75 4th

AVENUE, MEERUT, JOHANNESBURG

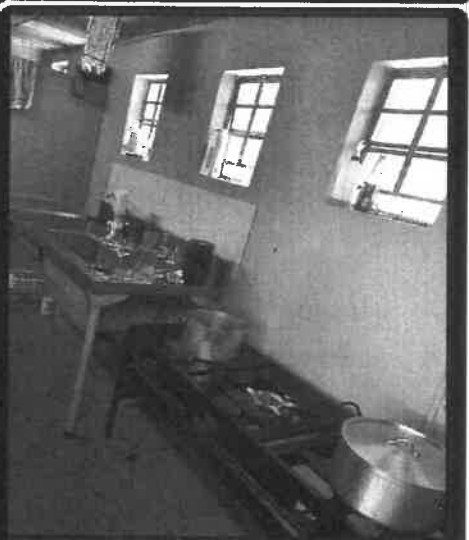
Thabane
President



RUSTIC FLAIR FOOD & EVENTS



RUSTIC FLAIR FOOD & EVENTS



RUSTIC FLAIR FOOD & EVENT'S **MEINU**

Starters

FOCACCIA

23 CM: R35 | 30CM: R49
 Herbs, olive oil, garlic, salt, pepper

CHICKEN LIVERS

R58
 Pan fried livers in either a mild peri-peri or mild curry sauce served with a roll

GRILLED CALAMARI

R49
 Succulent Falkland calamari in lemon butter sauce or mild peri-peri sauce. Served with ciabatta toast

HALOUMI

R49
 Grilled or fried halloumi cheese served with sweet chili sauce and a lemon wedge

CRUMBED MUSHROOMS

R58
 Crunchy fried crumbed mushrooms served with garlic sauce

JALAPENO POPPERS

R49
 Four fried jalapenos, stuffed with cream cheese, mozzarella and bacon bits, served with sweet chili sauce

CORNDOG

R35
 Cheese griller coated with refined corn deep fried and served with BBQ sauce

DUNKED CHICKEN WINGS

R49
 Six fried chicken wings breaded with sage and mustard, dunked in a basting of your choice

FLAVOURS

Tikka Hickory BBQ
 Teriyaki Ranch Blue Cheese

MUSSEL POT

R89
 Eight half shell mussels, steamed in a wine, garlic, parsley and cream sauce, served with ciabatta toast

GARLIC ROLL

R19
GARLIC-CHEESE ROLL
R29

favourite selection

PREGO ROLL

R69
 120g sirloin steak, pan fried in chunky onion and prego sauce, served on a roll with fries

NACHOS

R79
 Crispy nachos oven baked and loaded with Mexican, tomato and cheese sauces. Served with sliced jalapenos, guacamole, tomato salsa and sour cream
ADD TO YOUR NACHOS
 Savoury Mince R20

CRUNCHY BACON AND CHEESE CHICKEN BURGER

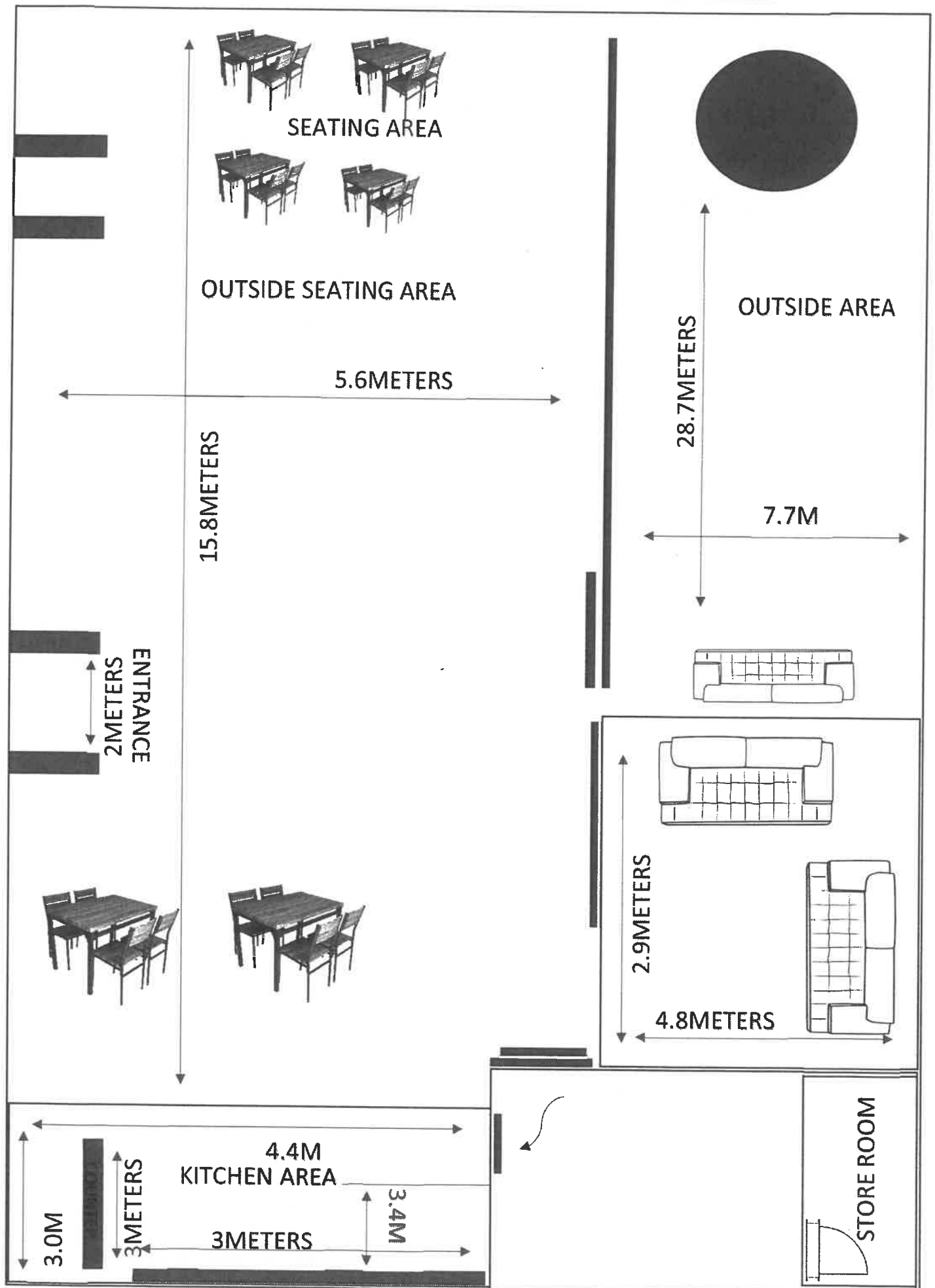
R69
 100g Crumbed chicken fillet, crispy fried and loaded with bacon and cheese. Served with fries

CRUNCHY PINEAPPLE AND CHEESE CHICKEN BURGER

R69
 100g Crumbed chicken fillet, crispy fried and loaded with pineapple and cheese. Served with fries



RUSTIC FLAIR FOOD & EVENTS PLAN



- (7) None to the best of the applicant's knowledge.
- (8) None to the best of the applicant's knowledge.

JOHANNESBURG

- (1) **Denver Derick De Wee.**
- (2) Native Lounge.
- (3) 7804275098083.
- (4) 29 Van Zyl street Albertville, Johannesburg.
- (5) Restaurant.
- (6) N/A.
- (7) N/A.
- (8) N/A.

SOWETO

- (1) **Lizzy Williams.**
- (2) Whitey's Place.
- (3) 8010291051085.
- (4) 6367 Corner Nziyane and Thema street, Orlando East.
- (5) Restaurant.
- (6) N/A.
- (7) N/A.
- (8) Lutheran church.

MELVILLE, JOHANNESBURG

- (1) **RUSTIC FLAIR (PTY) LTD.**
- (2) RUSTIC FLAIR FOOD AND EVENTS.
- (3) 2020/236362/07.
- (4) 75, 27 Boxes, shop no 123, 75 4th Avenue, Melville, Johannesburg..
- (5) restaurant license - on consumption.
- (6) There are the following places of educational institutions which are within the 1km radius: * SPARROW SCHOOLS HEAD OFFICE * SPARROW FOUNDATION SCHOOL * KAIROS SCHOOL OF INQUIRY * MELPARK PRIMARY SCHOOL * AUCKLAND PARK PREPARATORY SCHOOL..
- (7) According to the applicants best knowledge, there are similar licensed premises within the 1km radius from the proposed premises referred to as: BENNIGANS, RECEPTION KITCHEN AND BAR, OTTIMO, DIE KNEIPE GERMAN PUB, ABYSSINIA RESTAURANT, JAMBO AFRICAN RESTAURANT, GEMMA'S RESTAURANT, LOVE RULES, PETIUM CHINESE RESTAURANT, FONG MEI RESTAURANT, KONG SING CHINESE RESTAURANT & SUSHI BAR, JOZI HOSPITALITY, BI' CAFÉ, SHO'MING CHINESE TAKE OUT, PRIMI EASTGATE, KENSINGTON KAKAMI SUSHI, CUT AND CRAFT BISTRO, ZEST CURRIES, NABILA'S PLACE, MR ZENG CHINESE T/A & SUSHI BAR, THE RUSTY LADY BISTRO, PONTO DE ENCONTRO RESTAURANT, DEL FORNO PIZZA, PASTA, GRILL PARKMEADOWS, AND HABESHA..
- (8) There is the following within the 1km radius from the proposed premises the following is a place of worship: *HERITAGE BAPTIST CHURCH, *MELVILLE METHODIST CHURCH *THE POTTERS HOUSE MELVILLE *COMMUNITY IN CHRIST CHURCH * ST PETERS ANGLICAN CHURCH..

SANDTON JOHANNESBURG

- (1) **Cafe Naited Company (Pty) Ltd.**
 - (2) Cafe Naited.
 - (3) 2017/311672/07.
 - (4) 5 Lower Road Morningside Sandton Johannesburg.
 - (5) Restaurant Liquor License.
 - (6) Sandown High, Graystone Preparatory.
 - (7) Sticy BBQ, Metro Morningside, Lacuna Bar, The Godfather, Ethos, Laurencia Morningside, The Bowery.
 - (8) SR John the Evangelist, United Church.
-



GAUTENG PROVINCE
ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

GLB7000013535

LIQUOR
LICENSING OFFICE
GAUTENG

EVENT DATE: 27th – 29th DECEMBER 2020

PROOF OF RECEIPT OF DOCUMENTS SUBMITTED WITH LODGEMENT.

NAME OF EVENT: FUNK BA
APPLICANT: NELISIWE MARINDA NDORO
CONSULTANT: NELISIWE MARINDA NDORO
AREA: JOHANNESBURG
IN TERMS OF SECTION: 31

TYPE OF SECTION	31
(1 Original set & 1 Copy set)	
APPLICATION FORM and COMMISSIONED	YES
LODGEMENT FEES receipt of FNB or EFT	YES
ID – Certified copy of applicant's ID	YES
WORK & RESIDENTIAL PERMIT - non SA Cit.	N/A
COI – Cert. Of Incorporation – if Applicable	N/A
RESOLUTION – More than one member/ shareholder	N/A
REPRESENTATION / MOTIVATION in writing	YES
PLO – Proof of lawful occupation – <i>Can't grant IN VACUO</i>	YES
LETTER OF APPROVAL FROM THE MUNICIPALITY – If applicable	N/A
DETAILED SKETCHED PLAN (as per the setup of the event)	YES
INSPECTION REPORT (THIS WILL BE DONE BY THE OFFICE)	YES

This document is to acknowledge receipt of the marked documents submitted. The correctness of the documents has not yet been analysed.

Signed: _____

Office stamp

Liquor Licensing – Johannesburg Regional Office
124 Main Street Streets, 2nd Floor Johannesburg * Private Bag X091 Marshalltown 2107
Telephone +27 (11) 085 2265 * Facsimile +27 (11) 000-0000 * www.ecodev.gpg.gov.za



GAUTENG PROVINCE
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RESOLUTION

**EXTRACTS FROM MINUTES OF A MEETING OF THE DIRECTORS OF
NISELA AGRIFRESH (PTY) LTD (Registration Nr 2016 / 499983 / 07) HELD
AT JOHANNESBURG ON 31 JULY 2020**

PRESENT:

- 1. EUGENIA EMANUEL- KUNENE (IDENTITY NUMBER: 750210 0434 081)**
- 2. NELISIWE MARINDA NDORO (IDENTITY NUMBER: 780218 0283 089)**

RESOLVED THAT:

1. The company applies for a **restaurant liquor licence** in terms of the Gauteng Liquor Act (No 2 of 2003), to trade as Funk Ba on the premises, namely Shop 8, Forest Road Design and Décor Centre, situated on Erf 1322 Lonehill Ext, Forest Road and Sunset Avenue, Pine Slopes, Sandton, 2194, Gauteng Province
2. The Licence Co (LiquorWise Division) be authorised to attend to the said liquor licence application on behalf of the company (including the signing of all forms, applications forms, etc), the annual renewal of the liquor licence and all matters relating to such applications,
3. Nelisiwe Marinda Ndoro (Identity Number 780218 0283 089) be authorised to sign all documents and commit all acts necessary to give effect to this resolution, including a power of attorney to The Licence Co (LiquorWise Division).
4. Nelisiwe Marinda Ndoro (Identity Number 780218 0283 089)) be appointed as the manager of the proposed premises in terms of Gauteng Liquor Act (No 2 of 2003).

Certified a true extract



EUGENIA EMANUEL-KUNENE



NELISIWE MARINDA NDORO

RESOLUTION

**EXTRACTS FROM MINUTES OF A MEETING OF THE DIRECTORS OF
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EUGENIA EMANUEL-KUNENE



NELISIWE MARINDA NDORO