

**SECTION 23 APPLICATION FOR PUB LIQUOR LICENSE**

**TABLE OF CONTENTS**

**THE COUNTESS**

**ORIGINAL**

<b>NO:</b>	<b>DESCRIPTION OF DOCUMENT:</b>	<b>ANNEXURE:</b>	<b>PAGE:</b>
1.	COVER PAGE	A	
2.	APPLICATION FORM AND COMMISSIONED	B	
3.	POWER OF ATTORNEY -	C	
4.	LODGEMENT FEES (Receipt of FNB or EFT)	D	
5.	ID – Certified copy of applicant's ID	E	
6.	REPRESENTATION/ MOTIVATION in writing	F	
7.	SAPS clearance certificate – original	G	
8.	SARS clearance certificate – original	H	
9.	ASSOCIATION membership certificate or other proof	I	
10.	LAA – Local Approval – Tavern, Pub, Pool club, liquor store, Night club Sec 23 {1}{d} and Sec 23 {4}	J	
11.	PLO – proof of lawful occupation – Can't grant INVACUO	K	
12.	DESCRIPTION of premises in writing	L	
13.	SMOKE Affidavit and market on plan	M	
14.	500 meter Affidavit	N	
15.	MENU – if on-consumption – food	O	
16.	2X NEWSPAPER adverts – Original pages of current dates	P	
17.	GOVERNMENT GAZETTE notice – Original page	Q	
18.	PHOTOS – in colour, showing internal and external features Sec 23 {1} {c}	R	
19.	PLAN – with demarcations and showing smoke area if applicable Sec 23 {1} {b}	S	

GAUTENG DEPARTMENT OF  
ECONOMIC DEVELOPMENT  
JOHANNESBURG REGION  
05 NOV 2021  
GAUTENG LIQUOR BOARD

**GLB7000014601**

**APPLICATION IN TERMS OF SECTION 23 OF THE  
GAUTENG LIQUOR ACT, 2 OF 2003; FOR THE GRANT OF  
SECTION 28(1) (A) (VIII) PUB LIQUOR LICENSE IN RESPECT OF  
THE COUNTRESS**

**TYPE: PUB LIQUOR LICENSE  
(ON- CONSUMPTION)**

**PREMISE: THE COUNTRESS**

**APPLICANT: THAYALIANO GROUP MOTORS (PTY) LTD  
(OWNED BY: TEVESHAN PADIACHEE)**

**DISTRICT: JOHANNESBURG**



Applicant's cell no : 0645204538  
Prepared by : Raymond Mavuka  
P.O. Box  
Atteridgeville  
0008

Cell : 072 734 4678  
Email : raymond.mavuka@gmail.com



APPLICATION REFERENCE NUMBER **GLB7000014601**

**DOCUMENT FORMALITIES**

Application Type **New Application**

License Type **Pub**

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



**SECTION 0**

Application submitted by:

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

First Name **Raymond** Surname **Mavuka**  
 Second Name **None** Street Number **09**  
 Street Name **Mosethle Street** Suburb **Atteridgeville**  
 City **Pretoria** Code **0008**  
 Mobile Phone **0843091762** Land Line **0843091762**  
 Email Address **raymond.mavuka@gmail.com**

**LICENSE COST**  
AMOUNT **R4500.00**

**PAYMENT DUE**  
AMOUNT **R2250.00**

**SECTION 1 - APPLICANT DETAILS**

No	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
1.1	First Name(s) of Applicant	Thayaliano Group Motors (Pty) Ltd
	Surname of Applicant	None
1.2	Age of the Applicant	0
1.3	Identity Number	2018/358540/07
	<u>Residential Address or Registered Office Address</u>	
	Street Number	Shop 001
	Street Name	75 4th Avenue
1.4	Suburb	Melville
	City	Johannesburg



1.5	P.O. Box Number	75
	Postal Code	2091
1.6	Business Telephone Number	0645204538
1.7	Email Address	raymond.mavuka@gmail.com
1.8	Cellphone Number	064 520 4538
<b>Physical Address of the premises for which the liquor permit is required</b>		
	Street Number	Shop 001
	Street Name	75 4th Avenue
1.9	Suburb	Melville
	City	Johannesburg
	ERF Number	431000

**SECTION 2 - APPLICANT ENVIRONMENT**

**IS THE APPLICANT A PERSON WHO:-**

No	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
2.1	has in the Republic or elsewhere in the preceding ten years been convicted and sentenced for any offence to imprisonment without the option of a fine?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.2	has in the preceding five years been convicted of an offence in terms of The Gauteng Liquor ACT, 2003 (Act Number 2 of 2003 or the Liquor ACT, 1989 (ACT number 27 of 1989) and was sentenced to a fine of not less than R 200-00 or to imprisonment without the option of a fine or both imprisonment and a fine ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.3	is not domiciled in the Republic?	<input type="radio"/> YES <input checked="" type="radio"/> NO
	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:-**

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



2.8 is a partner in such a partnership ?

YES  NO

**SECTION 3 - GENERAL DETAILS**

No LIQUOR LICENCE APPLICANT INFORMATION INPUT

3.1 State the **name, identity number and address** of each person, including the applicant, who will have any financial interest in the business and in each case the **nature of such interest**. If the applicant is a public company, statutory institution or a cooperative as contemplated in the cooperatives ACT, 1981( ACT number 91 of 1981),it shall be sufficient if only the **name and postal address** of such company, statutory institution or co-operative, as the case may be, the name of such director (if any), thereof and the nature and extent of the financial interest of such company, statutory institution or co-operative are furnished and not also the interests of individual members of such company statutory institution or co-operative. INPUT TABLE BELOW

	Name	Surname	Identity Number	Address	Nature Of Interest / Notes
1)	Teveshan	Padiache	8912245051089	Shop 001 75 4th Avenue Melville Johannesburg 2091	100%

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

None

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

YES  NO

4 State type of liquor applicant intends selling

All kinds of Liquor

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

5.1 Is the applicant a person who manufactures fermented beverages ?

YES  NO

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

0 - 500 liters



QUESTION	INPUT
<p>5.3 Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number</p>	<p>ERF 431 Street 75 4th Avenue Farm number 0</p>
<p>6 In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption</p>	<p><input checked="" type="radio"/> On Consumption <input type="radio"/> Off Consumption</p>
<p>7 Under what name is the business to be conducted ?</p>	<p>THE COUNTESS</p>
<p>8 In which region are the premises situated ?</p>	<p>Johannesburg Liquor Licenses</p>
<p>9 Will the applicant have the right to occupy the premises referred to in question 8 ?</p>	<p><input checked="" type="radio"/> YES <input type="radio"/> NO</p>
<p>10 In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.</p>	<p>From the Bar</p>
<p>11.1 Is the application made in respect of premises which has not yet been erected ?</p>	<p><input type="radio"/> YES <input checked="" type="radio"/> NO</p>
<p>11.2 Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?</p>	<p><input type="radio"/> YES <input checked="" type="radio"/> NO</p>
<p>11.3 Are the premises already erected and in the applicant's opinion do not require additions to or alterations in order to make them suitable for such purpose ?</p>	<p><input checked="" type="radio"/> YES <input type="radio"/> NO</p>
<p>12 Is an application made for any determination, consent, approval or authority which could be granted by the board?</p>	<p><input type="radio"/> YES <input checked="" type="radio"/> NO</p>
<p>13 In the case of an application for a club liquor license, please accompany this document with a copy of the constitution or rules of the club. Are you applying for a club liquor license ?</p>	<p><input type="radio"/> YES <input checked="" type="radio"/> NO</p>



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

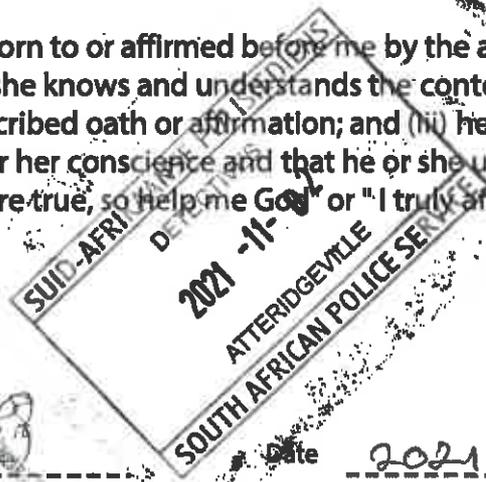
I declare or truly affirm that the information contained in this application is true.

Signature of Applicant  
or Authorized Person

Date

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

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



Commissioner Of  
Oaths Signature

Date

2021/11/02

First Name(s)

Fitzgerald Katsarina

Surname

Ramphele

Business Address Line 1

on Mats'hega Street Atterville 0008

Business Address Line 2

on Mats'hega Street Atterville 0008

Business Address Line 3

on Mats'hega Street Atterville 0008

Designation

Sergeant

Area for which appointment is held

Atterville STAB

Office held if appointment is Ex Officio

Pretoria

**SPECIAL POWER OF ATTORNEY**

**We, THAYALIANO GROUP MOTORS (PTY) LTD T/A THE COUNTESS (Owned by: TEVESHAN PADIACHEE).....**  
**Reg No. 2018/358540/07 the undersigned, hereby nominate, constitute and appoint**

**BANGENI RAYMOND MAVUKA (VUKIES BUSINESS ENTERPRISE)**  
**ID No. 550121 5739 08 9**

**With the power of substitution to be my agent in my name, place and stead to apply for**

**PUB LIQUOR LICENSE – THE COUNTESS**

**REF NO: GLB7000014601**

**SITUATED AT: ERF NO: 431, SHOP 001, 27 BOXES, NO: 75 4<sup>TH</sup> AVENUE, MELVILLE**

**(Type of application and property description)**

**At GAUTENG LIQUOR BOARD (name of local authority)**

**And in general to do everything to effect the application and to do whatever I would do if I were present in person and acting in the matter, and I hereby ratify, allow and confirm, and promise and agree to ratify, allow and confirm everything and anything my agent may do or permit to be done legally in terms of this power of attorney.**

**Signed at PRETORIA on this 04<sup>TH</sup> day of NOVEMBER 2021 in the presence of the undersigned witnesses.**

**AS WITNESSES:**

1. 
2. 



**THAYALAINO GROUP MOTORS (PTY) LTD (Owned by: TEVESHAN PADIACHEE)**

**Registered Owner**

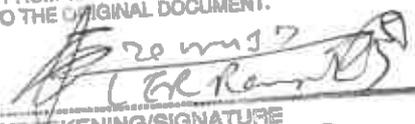

**REPUBLIC OF SOUTH AFRICA**  
**NATIONAL IDENTITY CARD**

Surname: **PADIACHEE**  
 Names: **TEVESHAN**  
 Sex: **M**  
 Nationality: **RSA**  
 Identity Number: **8912245051089**  
 Date of Birth: **24 DEC 1989**  
 Country of Birth: **RSA**  
 Status: **CITIZEN**



Signature

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

  
 HANDTEKENING/SIGNATURE

MAGSNOMMER / FORCE NUMBER: 207437      RANG / RANK: Sergeant

NAAM IN OORSKRIEF / NAME IN PRINT: Errol Retsuine Ramphelo

**SUID-AFRIKAANSE POLISIEDIENS**  
**DETECTIVES**  
**2021 -11- 02**  
**ATTERIDGEVILLE**  
**SOUTH AFRICAN POLICE SERVICE**

**Conditions:**  
 This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 46 of 1997.

Date of issue: **10 NOV 2019**

**RSA**

**110615913**



# Payment Notification



**Capitec Bank Limited**  
5 Neutron Road  
Techno Park  
Stellenbosch  
7800



Dear Sir/Madam

Please take note that LANDIWE made a payment to your account.

The payment details are as follows:

Notification number      385215  
Payment date              04/11/2021 20:18

#### Payment details

Beneficiary name        Gauteng Liquor Board  
Bank name                First National Bank  
Account number        62309767608  
Branch                    250855  
Payment type            Immediate payment  
Amount                    R 2 250.00  
Payment reference      GLB7000014601

#### IMPORTANT NOTES:

Immediate payments to non-Capitec banking clients and regular payments made to Capitec clients will reflect in the beneficiaries account immediately.

Regular payments made to non-Capitec banking clients BEFORE 02:00 PM Monday to Friday, or BEFORE 09:00 AM on a Saturday should reflect in the beneficiary account the following business (work) day.

Regular payments made to non-Capitec banking clients AFTER 02:00 PM Monday to Friday, or AFTER 09:00 AM on a Saturday, or on a Sunday, or on a public holiday should reflect in the beneficiary account within 2 business (work) days.

This is a notification that we received instruction to effect a payment and not a representation of any kind or guarantee that the amount has in fact been transferred or shall be available in the account. The processing of the payment may be delayed, which may impact on the timing of the availability of the funds.

#### Remote Banking Services

24hr Client Care Centre 0860 10 20 43 E ClientCare@capitecbank.co.za capitecbank.co.za

Capitec Bank is an authorised financial services (FSP46999) and registered credit provider (NCRCP13). Capitec Bank Limited Reg. No.: 1980/03985/08 Page 1 of 1

Unique Document No.: 6a2e17a4-475d-4a7c-b0ef-9a2fb9d93317 / 903 / V1.0 - 08/08/2019 (ddmmccyy)

**COMPREHENSIVE WRITTEN REPRESENTATION IN TERMS OF SECTION 23(1) (a)**  
**OF THE LIQUOR ACT IN SUPPORT FOR A PUB LIQUOR LICENSE BY**  
**MR. TEVESHAN PADIACHEE**  
**OWNER OF THAYALIANO GROUP MOTORS (PTY) LTD T/A THE COUNTESS**

This is an application for the granting of a Pub Liquor License (On-Consumption) in terms of Section 23 of the Gauteng Liquor Act, 2003 (Act No.2 of 2003) for THE COUNTESS which is situated at Erf No. 431, SHOP 001, 27 BOXES, NO: 75 4<sup>TH</sup> AVENUE, MELVILLE.

**The Applicant:**

- ❖ Is not a new comer to running his own business, he worked as small business owner for most of his adult life
- ❖ In terms of Section 37 of the Gauteng Liquor Act 2003, his suitable to hold liquor license because he has never been declared insolvent or arrested or convicted, etc.
- ❖ The Applicant has the ability and the competence to run and manage this business with efficiency, and to make success of it
- ❖ Is binding himself to all applicable law and by-laws that govern the liquor trade and the council under which he operates
- ❖ In terms of Section 30(2) (b) of the Gauteng Liquor Act 2003 (Act No,2 of 2003) the applicant is fit and of good character to be a holder of a Liquor License

**The Location:**

- ❖ To the best of the Applicant's knowledge, there's Melville Methodist Church within 425 metres from the Pub and there's also NED Hervormde Kerk Melville within 380 metres from the Pub
- ❖ To the best of the Applicant's knowledge, there's Liberation Café within 380 metres from the Pub, there's Pablo Eggs Go Bar within 265 metres from the Pub, there's Liquid Blue Restaurant within 360 metres from the Pub, there's Xai-Xai Lounge within 345 metres from the Pub, there's Trans Sky Venue within 395 metres from the Pub, there's Yolo Pizza Melville within 280 metres from the Pub, there's Ratz Restaurant within 88 metres from the Pub, De La Crème Restaurant within 110 metres from the Pub, La Luna Restaurant within 110 metres from the Pub, Buzz 9 within 130 metres from the Pub and there's also Lucky Bean within 171 metres from the Pub.
- ❖ The applicant is of the opinion that the premises is best situated for this type of business, and that it falls within the parameters of Section 30(2)(b) of the Gauteng Liquor Act, 2003, (Act No.2 of 2003)
- ❖ The applicant submits that the business will be run in such that nobody will be unfairly prejudiced
- ❖ The applicant is of the opinion that no possibility exists that the granting of this application may cause a harmful monopolistic condition to arise or be aggravated

**The Right of Occupation:**

- ❖ The applicant will use the premises by virtue of a lease agreement.

**The Premises:**

- ❖ The premises is at a business area
- ❖ There are no restrictive titles or conditions which limit the use of the premises for the proposed purpose
- ❖ The premises is suitable for the purpose for which it will be used under the license, in terms of Section 30(2) (a) of the Gauteng Liquor Act, 2003

### **Public Interest:**

The Applicant strongly believes that there is a strong demand on the side of the public for competition and for licensed premises that liquor and light meals that his Restaurant will provide:

- ❖ The granting of this license will provide a facility which does not currently exist within the area referred to.
- ❖ The applicant does not foresee any security or welfare problems because he will have strict control on the premises. And that his place tends to attract adult clientele.
- ❖ The applicant is of the opinion that favourable conditions do exist for the favourable consideration of this application, and submits that he will abide to all conditions of such a license.
- ❖ The competent authority can be assured that no possibility exists that the granting of this license will lead to harmful monopolistic environment to arise or be aggravated.

### **General:**

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

### **Conclusion:**

- ❖ The Competent Board is humbly requested to consider this application favourably and to grant the Restaurant Liquor License in respect of The Countess in terms of Section 23 of the Gauteng Liquor Act, 2003 (Act No.2 of 2003)
- ❖ The Applicant also requests the Competent Board that in the event that there are any defects in this application, that they be condoned in accordance with Section 140 of the Act.
- ❖ The Applicant further subjects himself to any conditions that the board may impose in this discretion, in terms of Section 33(2) of this Act.



ENQ NO: 2021293851

## 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 : 39918048  
 DATE OF BIRTH : 1989-12-24  
 PLACE OF BIRTH : SOUTH AFRICA  
 TITLE : MR  
 SURNAME/S : PADIACHEE ,  
 MAIDEN NAME/S :  
 NAME/S : TEVESHAN ,

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

vVYK



#### 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: cro-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:

LAND USE SCHEME: CITY OF JOHANNESBURG LAND USE SCHEME , 2018

NAME OF APPLICANT:

ERF / HOLDING / FARM PORTION: 431 (743 m<sup>2</sup>)

TOWNSHIP NAME / HOLDING NAME / FARM NAME: MELVILLE

STREET NAME AND NUMBER: 75 FOURTH AVENUE

### ZONING INFORMATION

USE ZONE: SPECIAL

HEIGHT ZONE: REFERE TO ATTACHED

FLOOR AREA RATIO: REFERE TO ATTACHED

COVERAGE: REFERE TO ATTACHED

DENSITY: One dwelling unit per 300 m<sup>2</sup>

BUILDING LINE: REFERE TO ATTACHED

PARKING: AS PER SCHEME

AMENDMENT SCHEME APPLICABLE: 384N

SERVED BY: THANDEKA

DATE: 06/10/2021

The Town Planning Scheme is open for inspection at the 8<sup>th</sup> floor, 158 Civic boulevards (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.



a world class African city

**LIQUOR LICENCE: COMMENT: DEVELOPMENT PLANNING**

Date received:	06 October 2021
Erf No and Township:	431 Melville
Name of Applicant:	Teveshan Padiache
Contact person (Agent):	Raymond Mavundla
Telephone no.:	084 308 1762
Postal Address:	
Street Address:	75 Fourth Avenue
Name of Establishment:	

**On-consumption Licences:**

**Off-consumption Licences:**

Hotel		Wholesale	
Restaurant		Micro Manufacturers	
Theatre		Liquor Store	
Club (members only)		Grocer's Wine	
Tarven (In terms of Act's definition a Place of Amusement is permitted)		Shebeen (Less than 10 cases of 12 x 750ml)	
Pub (no place of amusement)	X	Sorghum Beer (receptables < 5 litres)	
Pool club			
Dance Hall			
Night Club			
Gaming Premises			
Sorghum Beer			
Catering or occasional permit			
Sports Ground			

**Zoning information supplied by GIS**

Town planning scheme: COJ Land Use Scheme  
 Zoning: Special

Amendment scheme applicable: 384N

Name of the Official: Thandekile Tel: 011 407 6180  
 Date: 06/10/2021

**LOCAL AUTHORITY NOTICE**

**CITY OF JOHANNESBURG**

**AMENDMENT SCHEME**

It is hereby notified in terms of section 57 (1) of the Town-planning-scheme and Townships Ordinance, 1986, that the City of Johannesburg approved the amendment of the Johannesburg Town-Planning Scheme, 1979, by rezoning of Erf 431 Melville from "Residential 1" to "Special" to permit an Antique Shop, Offices and dwelling units.

Copies of the approved application are filed with the Executive Director, Development Planning, Transportation and Environment, at 158 Loveday Street, Braamfontein, and are open for inspection at all reasonable times.

This amendment is known as Johannesburg Amendment Scheme 384N and shall come into operation 56 days after the date of publication hereof.

**Executive Director: Development Planning, Transportation and Environment**

20 August 2003  
(Notice no : 545/03)

**PLAASLIKE BESTUURKEN NISGEWING**

**STAD VAN JOHANNESBURG**

**WYSIGINGSKEMA**

Hierby word ooreenkomsig die bepalinge van artikel 57 (1) van die Ordonnansie op Dorpsbeplanning en dorpe, 1986, bekendgemaak dat die Stad van Johannesburg, goedgekeur het dat die Johannesburg-dorpsaanlegskema, 1979, gewysig word deur die hersonering van Erf 431 Melville van "Residensieel 1" na "Spesiaal" vir 'n Antiekwinkel, kantore en woonenhede.

Afskrifte van goedgekeurde aansoek van die wysigingskema word in bewaring gehou deur die Uitvoerende Direkteur, Ontwikkelings Beplanning, Vervoer en Omgewing, 158 Loveday Street, Braamfontein, en is beskikbaar vir inspeksie op alle redelike tye.

Hierdie wysiging staan bekend as Johannesburg-Wysigingskema 384N en tree in werking 56 dae vanaf die datum van publikasie hiervan.

**Uitvoerende Direkteur: Ontwikkelings Beplanning, Vervoer en Omgewing**

20 Augustus 2003  
(Kennisgewing No : 545/03)

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

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

COLUMN 1. USE ZONE  
SPECIAL

COLUMN 2. DESCRIPTION OF LAND  
MELVILLE, ERF 491

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

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

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

COLUMN 6. WIDTH OF SERVITUDE AREA - STREET

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

COLUMN 8. COVERAGE  
50%

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

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

COLUMN 11. DENSITY

COLUMN 12. BUILDING LINE PROVISIONS

COLUMN 13. GENERAL PROVISIONS

1. A SITE DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE COUNCIL FOR APPROVAL.

COLUMN 14. AMENDMENT SCHEME NUMBER  
384N

APPROVED

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

DATE 29/7/03

SKAAL : SCALE 1:2500

KODE 2-JOHANNESBURG

DORPSEPLANNINGSKEMA  
TOWN PLANNING SCHEME

1979

KART 3 - A  
MAP SERIES

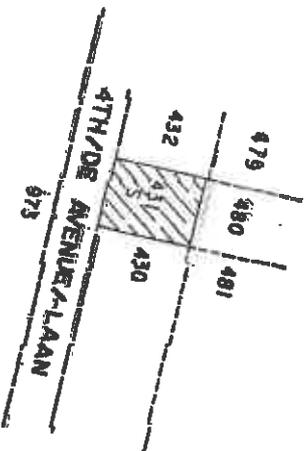
REBES  
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WYSINGSKEMA  
AMENDMENT SCHEME

384N

VEL 1 VAN 1  
SHEET OF SHEETS

VELLE  
SHEETS



MELVILLE  
ERF 431

VERWYSING/REFERENCE

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SCHEDULE  
SCHEDULE

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SPECIAL

APPROVED

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

DATE

29/7/03

GEBRUIKSONES - USE ZONES

KODE 2-JOHANNESBURG  
DORPSBEPLANNINGSKEMA  
TOWN PLANNING SCHEME

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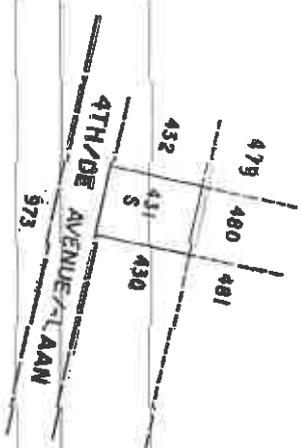
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384N

VEL SHEET 1 VAN OP

1 VELLE SHEETS

SKAAL : SCALE 1:2500



**MELVILLE**  
ERF 431

VERWYSING/REFERENCE

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bordered HEIGHT ZONE 0

APPROVED

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

DATE: 29/7/03

DIGITEERSONES & HOOGTESONES - DENSIY ZONES & HEIGHT ZONES

Amended Registration Certificate: Companies

**COR 14.3**

Registration Number: 2018 / 308540 / 07  
 Enterprise Name: THAYALIANO GROUP MOTORS

**ENTERPRISE INFORMATION**

Registration Number: 2018 / 308540 / 07  
 Enterprise Name: THAYALIANO GROUP MOTORS (PTY) LTD  
 Registration Date: 21/08/2018  
 Business Start Date: 21/08/2018  
 Enterprise Type: Private Company  
 Enterprise Status: In Business  
 Financial Year End: February  
 TAX Number: 9544051106

**Addresses**

**POSTAL ADDRESS**

289 KERELA CRESCENT  
 LENASIA  
 LENASIA  
 GAUTENG  
 1827

**ADDRESS OF REGISTERED OFFICE**

289 KERELA CRESCENT  
 LENASIA  
 LENASIA  
 GAUTENG  
 1827

**ACTIVE MEMBERS / DIRECTORS**

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
PADIACHEE, TEVEZHAN	Director	891234051080	0.00	0.00	21/08/2018	Postal: 289 KERELA CRESCENT, LENASIA, LENASIA, GAUTENG, 1827 Residential: 289 KERELA CRESCENT, LENASIA, LENASIA, GAUTENG, 1827



**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

**THAYALIANO GROUP MOTORS (PTY) LTD**

(Registration Number: 2018/358540/07)

(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 \_\_\_\_\_

## LEASE SCHEDULE

## 1. PARTICULARS

<b>1.1 Landlord:</b> <b>Registration Number:</b> <b>VAT Number:</b> <b>Domicillum Address:</b> <b>Tel office/Retail cell no:</b> <b>E-mail address:</b> <b>Herein represented by:</b>	<b>Johannesburg Artists Market (Pty) Ltd</b> <b>2007/005422/07</b> <b>4790 269 148</b> <b>Birch House, 08 Mellis Road Office Park, Rivonia, 2128.</b> <b>011 712 0000</b> <b>info@27Boxes.co.za</b> <b>Andre Postma, duly authorised representative</b>						
<b>1.2 Tenant:</b> <b>Registration number:</b>  <b>Address:</b>  <b>Tel:</b> <b>Cell no:</b> <b>Fax no:</b> <b>E-mail address:</b> <b>Herein represented by:</b>	<b>Thyalino Group Motors (Pty) Ltd</b> <b>2018/358540/07</b>  <b>299 Kerela Crescent</b> <b>Lenasia</b> <b>1827</b>  <b>064 520 4538</b> <b>Teveshan Padlachee being duly authorised in terms of the attached resolution.</b>						
<b>1.3 Leased Premises:</b>	<b>Shop No. 001 / 101</b> <b>measuring square meters</b> <b>Internal m<sup>2</sup>: 226,18 sqm</b> <b>External m<sup>2</sup>: 94,50 sqm</b>  <b>in the Building called 27 Boxes described as ("the Property") situate at 75 4th Avenue, Melville, Johannesburg, South Africa, 2092. As per Annexure D: Plan of Leased Premises.</b>						
<b>1.4 Parking Bays</b>	<b>n/a</b>						
<b>1.5 Tenant's proportionate share (calculated as the rentable area of the Leased Premises expressed as a percentage of the total rentable area of the Building or Property from time to time):</b>	<b>TBC</b>						
<b>1.6 Lease Period</b>	<b>Period: 3 (three) Years</b> <b>Commencement Date: 1 May 2021</b> <b>Termination Date: 30 April 2024</b> <b>Beneficial Occupation Date: N/A</b>						
<b>1.7 Rental and other charges payable by Tenant:</b>							
<b>1.7.1 Basic monthly rental:</b>							
<b>Period</b>	<table border="1"> <thead> <tr> <th data-bbox="724 1939 970 1993">Amount per month</th> <th data-bbox="970 1939 1134 1993">VAT</th> <th data-bbox="1134 1939 1370 1993">Total</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Amount per month	VAT	Total			
Amount per month	VAT	Total					

Tenant initial  
Witness initial  
Landlord initial  
Witness initial

<b>1 May 2021 – 30 April 2024</b>			
<b>Internal Area:</b>	<b>R19 225,13</b>	<b>R2 883,77</b>	<b>R22 108,90</b>
<b>*External Area:</b>	<b>R 8 032,50</b>	<b>R1 204,87</b>	<b>R 9 237,37</b>
<i>(Increasing with 8% annually thereafter)</i>			

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

<b>1.7.3 Tenant's Contribution to Marketing Fund:</b>			
<i>(Increasing with 8% annually thereafter)</i>			
<b>1 May 2021 – 30 April 2024</b>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
	<b>R2 261,60</b>	<b>R339,27</b>	<b>R2 601,07</b>

<b>1.7.4 Tenant's Contribution to Operating Costs:</b>			
<i>(Increasing with 8% annually thereafter)</i>			
<b>1 May 2021 – 30 April 2024</b>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
	<b>R6 785,40</b>	<b>R1 017,81</b>	<b>R7 803,21</b>

<b>1.7.5 Rental Relief Contribution</b>			
	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>

<b>1.7.6 Tenant's Total Rental Contribution</b>			
<i>(Increasing with 8% annually thereafter)</i>			
<b>1 May 2021 – 30 April 2024</b>	<b>Amount per month</b>	<b>VAT</b>	<b>Total</b>
	<b>R28 272,33</b>	<b>R4 240,85</b>	<b>R32 513,18</b>
	<b>R8 032,50</b>	<b>R1 204,87</b>	<b>R9 237,37</b>

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

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

<b>1.8 Purposes for which the Leased Premises shall be used</b>	<b>Restaurant</b>
<b>1.9 Lease administration costs (Excl. VAT) – once off</b>	<b>R1000 excl VAT</b>
<b>1.10 Deposit payable by Tenant</b>	<b>*R38 450,60,00 held by Landlord</b>
<b>1.11 Turnover Rental for Lease Period</b>	<b>N/A</b>
<b>1.12 Date of Financial Year End of Tenant</b>	<b>N/A</b>

Tenant initial  
 Witness initial  
 Landlord initial  
 Witness initial



1.13 Landlord's banking details		Johannesburg Artist Market First National Bank Account Number: 62756175834 Branch Code: 254605 Branch: Sandton City	
1.14 Minimum and Maximum Trading Hours	Days	Minimum	(Mondays are optional trading)
	Monday to Friday	09H00 – 22H00	
	Saturdays Sunday and Public Holidays	09H00 – 22H00	
1.15 Suretyship:			
Name <b>Teveshan Padiachee</b> being duly authorised in terms of the attached Suretyship.		Identity Number <b>8912245051089</b>	Physical Address <b>289 Kerela Crescent Lenasia 1827</b>
1.16 Authorised Signee			
Name <b>Teveshan Padiachee</b> *being duly authorised in terms of the attached Tenant's Resolution.		Identity Number <b>8912245051089</b>	Physical Address <b>289 Kerela Crescent Lenasia 1827</b>
1.16 Other Terms		Please note there is rent relief on the external space of 94.50sqm	
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	Wanda Mbewe	0117120000	wandam@c-ss.co.za

1.18 Annexures to the Lease:

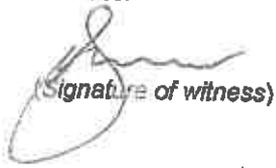
- a) Annexure A: General Terms and Conditions
- b) Annexure B: Tenant's Resolution
- c) Annexure C: Suretyship
- d) Annexure D: Plan of the Leased Premises
- e) Annexure F: Inspection on occupation – to follow after inspection
- f) Annexure G: Inspection when vacating – to follow after vacating
- g)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

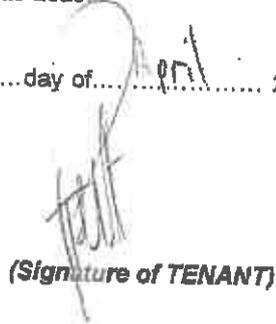
Tenant initial  
Witness initial  
Landlord initial  
Witness initial

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 Meville on this 21 day of April 2021 in the presence of the undersigned witness

Witness:

  
(Signature of witness)

  
(Signature of TENANT)

Leticia Kardal Bennett  
(Full names of witness)

7906045291058  
(ID number of witness)

SIGNED at Centurion on this 20th day of April 2021 in the presence of the undersigned witness

Witness:

  
(Signature of witness)

  
(Signature of LANDLORD)

(Full names of witness)  
Carlo Kegan Daniels  
(ID number of witness)

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**

- 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;

Initial

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.

Initial

**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).

Initial

**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.

Initial

**4. MAINTENANCE AND ALTERATIONS**

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

Initial

Tenant Initial  
Witness Initial  
Landlord Initial  
Witness Initial

- 4.1.2 any damage to the interior of the Leased Premises as well as to the inside and outside of its doors and windows (including, but not limited to, frames, burglar-proofing, fluorescent tubes, light bulbs, choking-coils, etc.) and shall be responsible to repair or replace at its own expense any damaged items, save and except for damage caused by the Landlord or by persons for which the Landlord is vicariously liable;
- 4.1.3 maintaining at its cost the interior of the Leased Premises (including any air-conditioning unit and geyser serving the Leased Premises) in good order and condition and where applicable, in accordance with the manufacturer's requirements;
- 4.1.4 at its cost, keeping the interior of the Leased Premises as well as the inside and outside of its doors, door mechanisms and windows (including frames and burglar-proofing) operational, clean and hygienic at all times;
- 4.1.5 preventing any blockage of sewerage or water pipes or drains in or used in connection with the Leased Premises and shall remove at its own cost any obstruction or blockage in any sewer, water pipe or drain serving the Leased Premises and, where necessary, repair the sewer pipe or drain concerned;
- 4.1.6 ensuring that the Leased Premises are kept pest free at all times at the Tenant's cost;
- 4.1.7 complying with, amongst other things, the manufacturer's warranties, insurance obligations, certificates issued in order to ensure continuity.
- 4.2 The Tenant shall -
  - 4.2.1 not, without the Landlord's prior written consent, change or interfere with the electrical or other lighting and heating installations, air-conditioning equipment or appliances in the Leased Premises;
  - 4.2.2 not erect or install aerials on the roof or exterior walls of the Leased Premises or on the Building without in each instance the Landlord's prior written consent. Any aerials so erected or installed without such written consent may be removed by the Landlord at the Tenant's cost at any time without notice to the Tenant.
- 4.3 On vacating the Leased Premises, the Tenant will at its cost, reinstates the Leased Premises in terms of the inspection form to be completed when tenant vacates the premises. In the absence of an inspection form it will be expressly agreed upon in writing separately from this Lease.
- 4.4 In order to maintain the integrity of the Building, the Tenant may not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord. The Tenant shall be liable for all costs occasioned by such alteration or addition, including but not limited to the cost of reconfiguring any installation or amenity, as well as the wasted water in re-commissioning any sprinkler system.
- 4.5 Without derogating from the other provisions of the Lease, the Landlord is not liable to compensate the Tenant for any alterations, additions or improvements made to the Leased Premises. The Tenant waives the right it may have during the currency of this Lease or after Termination Date or cancellation of this Lease for any reason whatsoever to an enrichment or other lien for any alterations, additions or improvements of the Leased Premises.
- 4.6 In order to ensure conformity, no contractors may be employed by the Tenant to do any work in the Leased Premises other than contractors approved by the Landlord, in writing.
- 4.7 The Tenant will at all reasonable times permit the Landlord to have access to the Leased Premises for the purpose of carrying out inspections or to carry out any repairs or building works which the Landlord deems necessary and to recover the cost of such repairs from the Tenant.
- 5. **RE-BUILDING AND RELOCATION**
  - 5.1 The Landlord may terminate this Lease or any renewal thereof by giving the Tenant a minimum of 6 (six) months' written notice to such effect in all or any of the following circumstances;
    - 5.1.1 Should the Landlord or its successors in title wish to demolish the Building or the Leased Premises,  
OR;
    - 5.1.2 Should the Landlord or its successors in title wish to reconstruct and/or redevelop and/or renovate the Building or the Leased Premises.

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, un-reserved, 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**

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.

Initial

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**

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

Initial

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 fulfil its other obligations in terms of the Lease pending the determination of such dispute. The Landlord will be entitled to accept such payments without prejudice to any of its rights or remedies and shall not in any way whatsoever affect the Landlord's claim of cancellation or damages. If such dispute is resolved in favour of the Landlord, then any such payments made by the Tenant in terms hereof, will be deemed to have been paid on account of damages suffered by the Landlord as a result of the unlawful holding over by the Tenant of the Leased Premises.
- 9.4 If the Tenant remains in occupation of the Leased Premises after the expiry of the Lease Period, then the Tenant's occupation of the Leased Premises shall be on a monthly basis, subject to the increase as stipulated in the Lease Schedule of the basic monthly rental, improvement levy and parking rental payable by the Tenant in the month preceding the expiry of the Lease Period. The 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 \_\_\_\_\_

2  
Initial

11. **INSURANCE**

11.1 The Tenant shall take out and maintain throughout the Lease Period adequate insurance in respect of its business conducted from the Leased Premises and fixtures and fittings therein, to the satisfaction of the Landlord. If and when requested the Tenant shall furnish the Landlord with proof of such insurance as well as premiums paid.

11.2 The Tenant shall not at any time bring or allow to be brought or kept on the premises, any matter or thing or explosive or highly flammable goods or conduct any activity whereby the fire or any other insurance policy of the building may become void or 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 effect.

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 \_\_\_\_\_



TENANT'S RESOLUTION

**THAYALIANO GROUP MOTORS (PTY) LTD**  
(Registration number 2018/358540/07)

Trading as "The Countess"

(the "Company")

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**EXTRACT OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY PASSED AT  
JOHANNESBURG ON 15 APRIL 2021**

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**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 Teveshan Padlachee 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 Teveshan Padlachee 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 TRUE COPY

.....  
**DIRECTOR**

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

SURETYSHIP

I, the undersigned,

SURETY

Full Names Teveshan Padiachee

Address 289 Kerela Crescent

Lenasia

1827

ID number 8912245051089

Married ANC / COP to .....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 TEVESHAN PADIACHEE ("Tenant") for the due, proper and timeous performance by the Tenant of all its obligations to the Landlord arising from any cause whatsoever, including, but not limited to, the occupancy of SHOP 001 / 101, 27 BOXES ("Leased Premises"), subject to the following terms:

- 1. All terms defined in the Lease Agreement will have the same meaning in this suretyship.
2. Notwithstanding anything to the contrary herein contained, the amount recoverable from the surety will be unlimited, plus such further sum or sums for interest on that amount, charges and cost as may from time to time and howsoever arising, become due and payable by the surety, including without prejudice to the generality of the foregoing, interest, collection commission, tracing agent's fees stamps and attorney and own client costs, including value added tax, incurred in the institution of legal action against the surety and Tenant for recovery of all of the amounts mentioned above, together with all other charges and expenses.
3. The surety hereby waives the benefits of 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.

Tenant Initial
Witness Initial
Landlord Initial
Witness Initial

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

14. The parties choose the following addresses as their respective addresses for servicing notices:

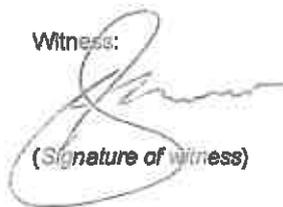
14.1. LANDLORD: Citq Properties Pty Ltd, 6 Mellis Road, Birch House, Avenues North Office Park, Rivonia

14.2. SURETY: 269 Kereja Crescent, Lenasia, 1827

SIGNED at Melville on this 21 day of April 2021

in the presence of the undersigned witness

Witness:

  
(Signature of witness)

  
(Signature of SURETY)

Leslie Randall Bennett  
(Full names of witness)

7906045271086  
(ID number of witness)

Tenant initial \_\_\_\_\_  
 Witness initial LL  
 Landlord initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_

**SURETY**

Identity No:

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

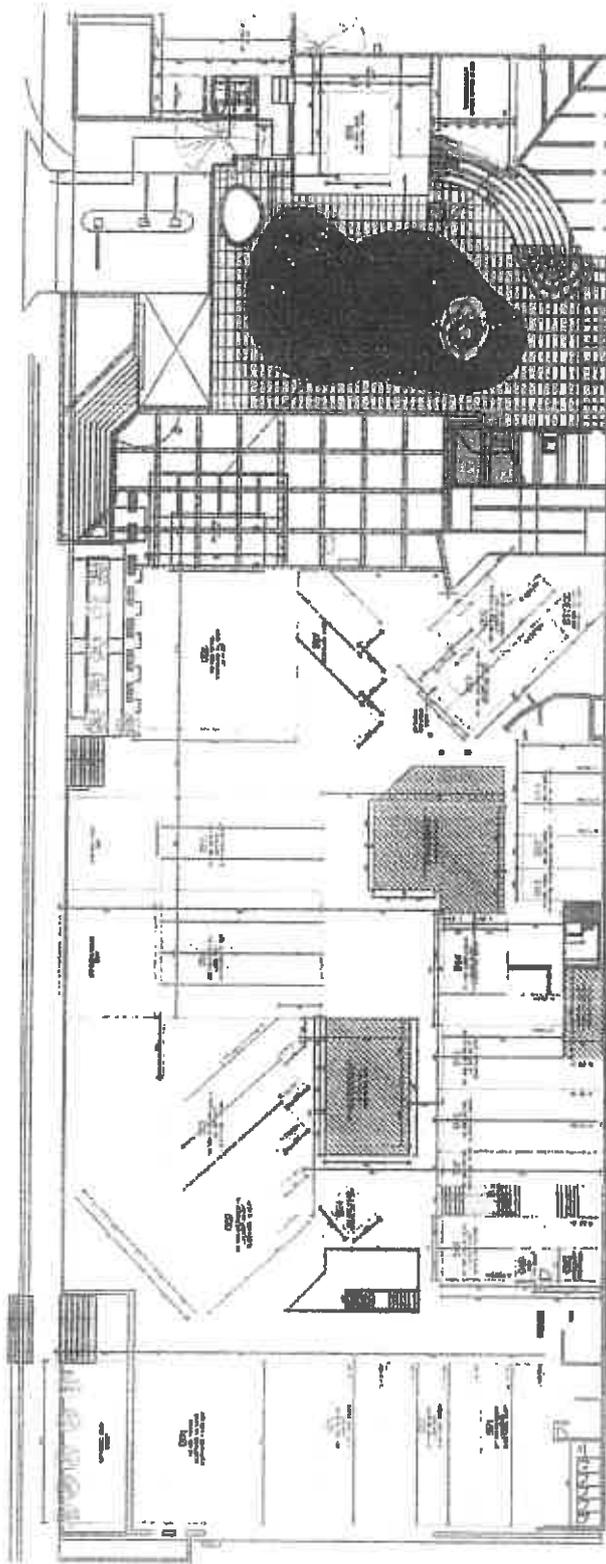
- unmarried
- out of community of property (Antenuptial Contract)
- in community of property (if yes, spouse has to complete and sign the following):

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 \_\_\_\_\_

PLAN OF LEASED PREMISES

(Ground Floor)



NOTES:  
 1. THE SHADING INDICATES THE AREA OF THE PREMISES TO BE LEASED.  
 2. THE SHADING INDICATES THE AREA OF THE PREMISES TO BE LEASED.  
 3. THE SHADING INDICATES THE AREA OF THE PREMISES TO BE LEASED.

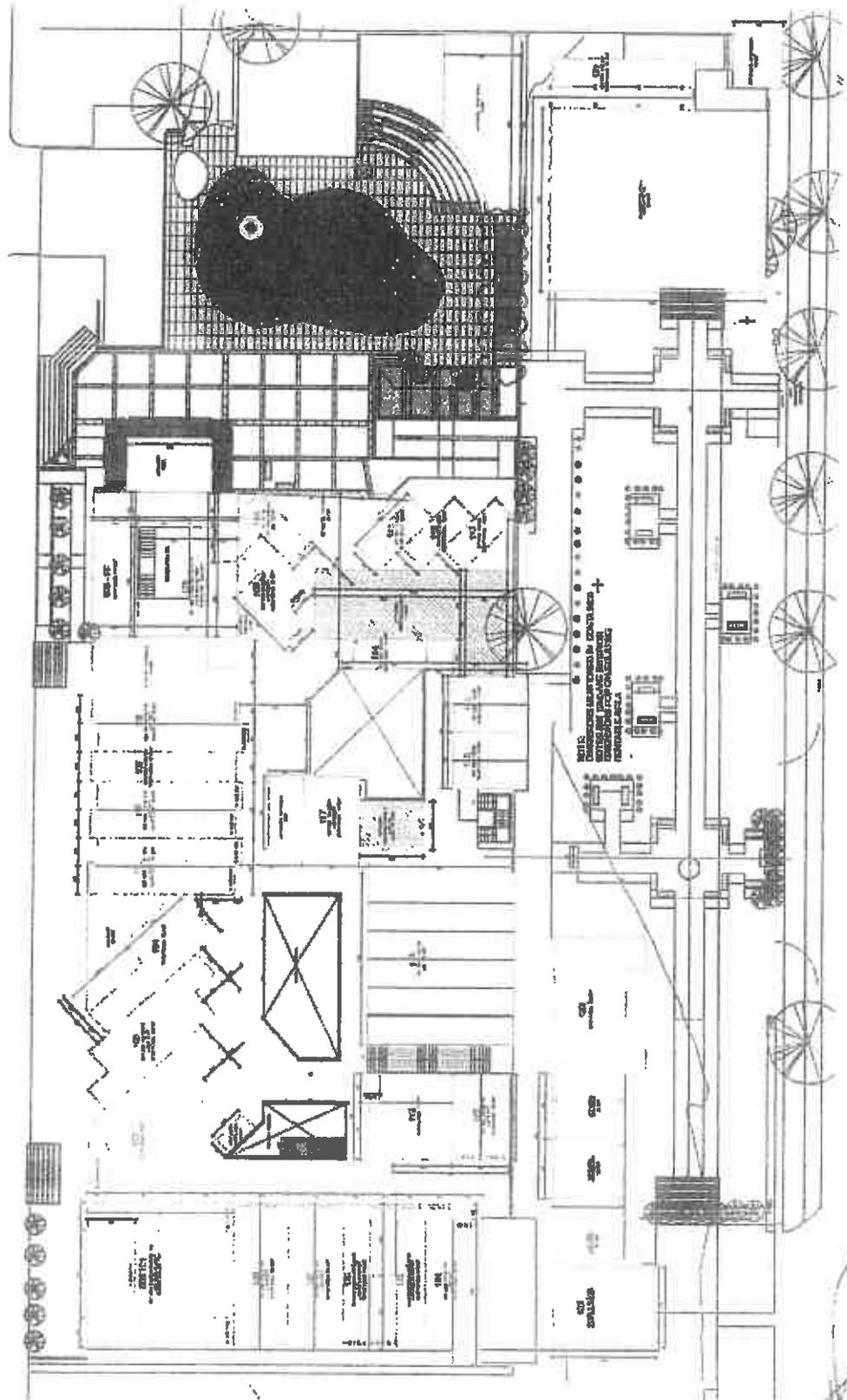
STANLEY  
 ARCHITECTS  
 1000  
 1000  
 1000

1000

Tenant Initial  
 Witness Initial  
 Landlord Initial  
 Witness Initial

*[Handwritten signature]*

(First Floor)



SMOKING

NO SMOKING

01/27/2008

Tenant initial  
Witness initial  
Landlord initial  
Witness initial

*[Handwritten signature]*

Plastered			
Electrical			
Plug points covers			
power point			
light switches			
Distribution board			
Meter			
cabling			
Cleanliness			
Other			

General Condition of Shop / Notes:

.....

.....

.....

.....

TENANT SIGNATURE: \_\_\_\_\_

DATE: 21/04/2024

ACCEPTED BY: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Tenant initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_  
 Landlord initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_

INSPECTION WHEN VACATING (TO FOLLOW AFTER VACATING)



TENANT TAKE BACK FORM

Tenant	
Name of Representative	
Shop Number:	
Contact Details:	
Manager of Leased Premises	
Date of Inspection:	
Date of Lease Expiry:	

AREA	CHECKED	COMMENTS/CONDITIONS	FIX
<b>Signage</b>			
<b>Keys</b>			
All keys returned.			
Entrance			
Exterior			
Security locks			
Check all keys for all doors.			
<b>Doors</b>			
Interior			
Exterior			
Door lock and handles			
<b>Floors</b>			
<b>Windows</b>			
Shop Fronts			
Glass cleaned			
<b>Walling</b>			
Painted White			
Clean			
Plastered			
Dry walling			
<b>Ceiling</b>			
suspended			
cornices			

Tenant initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_  
 Landlord initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_

Plastered			
Electrical			
Plug points covers			
power point			
light switches			
Distribution board			
Meter			
cabling			
Cleanliness			
Other			

General Condition of Shop / Notes:

.....  
 .....  
 .....  
 .....

TENANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

21/04/2021

ACCEPTED BY: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Tenant initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_  
 Landlord initial \_\_\_\_\_  
 Witness initial \_\_\_\_\_

*[Handwritten signature]*

**TURNOVER DEFINITION**

**1. DEFINITION OF MONTHLY TURNOVER**

Monthly Turnover is the turnover percentage (as stated in 16.9 in the "General Terms and Conditions") of the Tenant's monthly net turnover during every turnover period.

**2. DEFINITION OF NET TURNOVER**

Net turnover is the full sale price of all goods and services sold, provided or otherwise disposed of on or from the Leased Premises, including all orders taken or received at the Leased Premises, whether the order be executed at the Leased Premises or elsewhere:

- 2.1. Less discounts and credits passed for goods returned and bad debts written off;
- 2.2. excluding interest, VAT and finance charges; and
- 2.3. plus written off bad debts subsequently recovered.

**3. TURNOVER PERIOD**

The 1<sup>st</sup> (first) Turnover Period shall begin on the Commencement Date and/or the date on which the Tenant starts trading and end on the last day of the same month. Each subsequent Turnover Period will commence on the 1<sup>st</sup> (first) day of the month and expire on the last day of the month.

**4. MONTHLY TURNOVER DECLARATION**

By the 7<sup>th</sup> (seventh) of each month, the Tenant shall deliver to the Landlord its unaudited turnover figures (exclusive of VAT) achieved for the previous month. The tenant will be provided with a Turnover Declaration Form of which to use.

**5. INSPECTION OF BOOKS**

Any auditor or other person nominated by the Landlord shall be entitled to inspect the books and records of the Tenant and of any other person doing business from the Leased Premises, and to obtain all reasonable explanations from them, so as to verify the Tenant's monthly net turnover for any Turnover Period.

Tenant initial \_\_\_\_\_  
Witness initial \_\_\_\_\_  
Landlord initial \_\_\_\_\_  
Witness initial \_\_\_\_\_

**DESCRIPTION OF THE PREMISE – THE COUNTESS  
IN TERMS OF SECTION 23 (1) (C) OF THE LIQUOR ACT**

**LOCATION OF PROPOSED THE COUNTESS:**

The proposed THE COUNTESS is situated at Erf No: 431, Shop 001, 27 Boxes, 75 4<sup>th</sup> Avenue, Melville.

❖ **THE COUNTESS :**

The building structure will consist of a Bar, Kitchen Area, Store Room, Sitting Area and Toilets.

The applicant assures the Honourable Board, that provision is made for separate toilets facilities for male and female are provided for the use of patrons visiting the Pub. These facilities are laid with the floor plan submitted with the application.

❖ **LAY-OUT & OTHER FIXTURES:**

The applicant has done some great deal in altering, budgeting and has planned the premise to be laid out as follows in accordance to the floor plan: **BAR, KITCHEN AREA, STORE ROOM, SITTING AREA AND TOILETS.**

❖ **BAR AREA:**

There's a 4 service counters decorated with silver steel, shelves to place wines and hot stuff. There's an underneath counter fridges that are double door, floor is painted and wall is painted, roof is wooden ceiling, there's ice cube fridge and 1 standard fridge.

❖ **DESCRIPTION OF THE SITTING AREA:**

**The ground floor sitting room:** There are 8 wooden tables and 24 bar chairs, the floor is painted and the wall is painted.

**The upper floor / first floor sitting area:** there are stairs leading to the upper floor, there are 24 wooden tables and 80 loose chairs.

**The outside sitting area:** there are 3 long wooden tables with 42 joint chairs.

The provision has been made to accommodate one seating facility for non-smokers in order to comply with the Amended Tobacco Law. The plan clearly shows this area.

The entire area will be well equipped and ready to conduct the business. The inside of the premise will be decorated with brand and other fancy posters which will be placed against the wall.

There's a store room close to the sitting area, where all bottles and drinks are stored.

❖ **SERVICE AREA:**

The service area has 4 service counters, zinc to wash dishes, shelves to place dishes and cutlery, 2 big micro ovens, 1 big grill machine, 1 deep freezer and there's a 3 door fridge underneath. There are also kitchen utensils to prepare food in the kitchen.

There's an outside service area which has a kitchen.

❖ **KITCHEN AREA:**

The kitchen area has 5 tables, frying pans, 2 microwave ovens, 1 basin to wash hands, 3 standard fridges, kitchen utensils, and floor is tiled, wall is tiled and roof is painted.

❖ **TOILET FACILITIES:**

The applicant knows that sufficient toilet facilities for males and females are provided in the same yard where the proposed Pub is situated. These facilities are located as indicated on the site plan. These facilities can be reached within the proposed. Patrons who visit the premise to make use of on-consumption facilities to drink will have sufficient toilet facilities for them. Provision is made to accommodate these facilities on the property. This will make access easy and convenient for clients. There are 5 female toilets, 5 basins to wash hands, floor is tiled, wall is painted and roof is painted. There's 2 urinating areas in the male toilets, 2 sitting toilets in the men's toilet, 2 basins to wash hands and the floor is tiled. All of this is indicated on the floor plan.

**FULL NAME AND SURNAME:** Tevestan Padiachee

**ID NUMBER:** 89/224 5051089 **TEL NO:** 064 520 4538

**RACE:** Indian **SEX:** Male

**RESIDENTIAL ADDRESS:** Erf no: 431, Shop 001, 27 Boxes, No: 75 4th Avenue, Melville

I Tevestan Padiachee id no: 89/224 5051089 residing at Erf no: 431, Shop 001, 27 Boxes, No: 75 4th Avenue, Melville. This is to declare under oath that I am the owner of The Countess and confirm that my Pub is a non-smoking area declared by the Tobacco Act of South Africa.

2021/11/02

18100

*[Signature]* 2021/11/02 Sergeant  
Gizemal Ratswana Ramphela

SUID-AFRIKAANSE POLISIEDIENS  
DETECTIVES  
2021-11-02  
ATTERIDGEVILLE  
SOUTH AFRICAN POLICE SERVICE

**500m RADIUS SWORN AFFIDAVIT**  
**SECTION 30 (3) & 49**

**We, Thayaliano Group Motors (Pty) Ltd T/A The Countess (Owned by: Teveshan Padiachee)**  
**Reg No: 2018/358540/07..**  
**Business address of: ERF NO: 431, SHOP 001, 27 BOXES, NO: 75 4<sup>TH</sup> AVENUE,**  
**MELVILLE**

**Hereby confirm the following distance:**

**A. (i) NAME OF THE SCHOOL:**

.....**NONE**.....

**B. (i) NAME OF CHURCH:**

- **MELVILLE METHODIST CHURCH**  
**DISTANCE, APPROXIMATELY 425 METRES**
- **NED HERVORMDE KERK MELVILLE**  
**DISTANCE, APPROXIMATELY 380 METRES**

**C. NEAREST SIMILAR TYPE OF BUSINESS:**

- **LIBERATION CAFÉ**  
**DISTANCE, APPROXIMATELY 380 METRES**
- **PABLO EGGS GO BAR**  
**DISTANCE, APPROXIMATELY 265 METRES**
- **LIQUID BLUE RESTAURANT**  
**DISTANCE, APPROXIMATELY 360 METRES**
- **XAI-XAI LOUNGE**  
**DISTANCE, APPROXIMATELY 345 METRES**
- **TRANS SKY VENUE**  
**DISTANCE, APPROXIMATELY 395 METRES**
- **YOLO PIZZA MELVILLE**  
**DISTANCE, APPROXIMATELY 280 METRES**
- **RATZ RESTAURANT**  
**DISTANCE, APPROXIMATELY 88 METRES**
- **DE LA CRÈME RESTAURANT**  
**DISTANCE, APPROXIMATELY 110 METRES**
- **LA LUNA RESTAURANT**  
**DISTANCE, APPROXIMATELY 110 METRES**
- **BUZZ 9**  
**DISTANCE, APPROXIMATELY 130 METRES**
- **LUCKY BEAN**  
**DISTANCE, APPROXIMATELY 171 METRES**

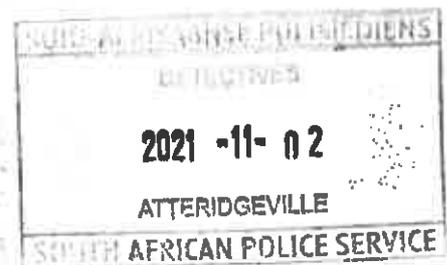
**I truly understand the contents of this declaration and I have no objection in taking the prescribed oath.**

**SIGNATURE OF THE APPLICATION(S):** .....

**I therefore certify that this declaration has been signed and affirmed before me at:**  
**SIGNED AT: Atteridgeville, 877P**..... **ON THIS DAY: 02nd**..... **OF**  
**THIS MONTH: November 2021**.....

**By and who acknowledges that:**

**1} he/she/they understand the contents of this declaration**  
**2} and to consider this oath to be binding**



3) "I truly affirm that the contents of this declaration are true"

*2011-11-02*  
*(FR Ramphela)*

.....  
COMMISSIONER OF OATHS

FULL NAME: *G. Gerald Ratswina Ramphela*

BUSINESS ADDRESS: *on Makhisa Street Atteridgeville*

DESIGNATION: *Represent*

AREA OF WHICH APPOINTMENT IS HELD: *Atteridgeville*



## THE COUNTRY

### MENU

#### TRADITIONAL MENU

- |                                   |        |
|-----------------------------------|--------|
| 1. SPECIAL BURGER                 | R32.00 |
| 2. CHEESE BURGER                  | R34.00 |
| 3. SAUCY BURGER                   | R39.00 |
| 4. BACON & CHEESE BURGER          | R48.00 |
| 5. BACON & EGG BURGER             | R49.00 |
| 6. DOUBLE CHEESE BURGER           | R52.00 |
| 7. DOUBLE BACON & CHEESE BURGER   | R62.00 |
| 8. CHICKEN BURGER                 | R33.00 |
| 9. CHICKEN & CHEESE BURGER        | R35.00 |
| 10. BACON & CHEESE CHICKEN BURGER | R49.00 |

#### DAGWOOD

100g square patty, 2 slices of cheese, gherkins, tomato, Mayo, onion, lettuce, ham & egg, stacked between 3 slices of toast (white & brown) served with chips R63.00

#### GRILLS

- |  |        |
|--|--------|
| 1. T-BONE  | R88.00 |
| T-bone steak with BBQ basting                              |        |
| 2. SPARE RIBS  | R73.00 |
| 200g Pork ribs with BBQ basting                            |        |
| 3. RUMP STEAK  | R76.00 |
| 200g Delicious, mouth-watering rump steak with BBQ basting |        |

#### GRILL COMBOS

- |  |         |
|--|---------|
| 1. MINI MIXED GRILL  | R62.00  |
| 100g pure beef, square patty, char-grilled with BBQ basting, 2 chicken wings with either BBQ or peri-peri basting & boerewors              |         |
| 2. STEAK & WINGS   | R90.00  |
| 200g rump steak, fried onions & 2 chicken wings with BBQ or peri-peri basting  |         |
| 3. FARMER'S GRILL  | R92.00  |
| Boerewors, 1 lamp chop, 2 chicken wings, basting with BBQ or peri-peri basting   |         |
| 4. RIBS & WINGS  | R100.00 |
| 300g ribs & 2 chicken wings basted with BBQ or peri-peri basting   |         |
| 5. MIXED GRILL   | R113.00 |
| 100g square patty, char-grilled with BBQ basting, 1 lamp chop, 150g steak in BBQ basting, fried onions & boerewors topped with a fried egg |         |

#### COOL - DRINKS

- |                              | REGULAR | LARGE  |
|------------------------------|---------|--------|
| 1. SODAS                     | R15.00  | R18.00 |
| Coca-cola, Fanta orange      |         |        |
| Sprite and/or cream soda     |         |        |
| 2. MINERAL WATER             | R22.00  | R25.00 |
| Still & Sparkling            |         |        |
| 3. FRUIT JUICES              | R18.00  | R22.00 |
| Orange and/or fruit cocktail |         |        |
| 4. ALL KINDS OF ICE CUBES    |         |        |

#### SNACK

1. ALL KINDS OF SNACKS AVAILABLE

**VORNA VALLEY**

- (1) **THE SUPPER SOCIETY (PTY) LTD**
- (2) **UCOOK**
- (3) **2013/143507/R7**
- (4) **ERF 2078 and REMAINING EXTENT OF ERF 1352 VORNA VALLEY EXT 21 being 7 Mont Rose Road, Vorna Valley Ext 21, Midrand, Johannesburg**
- (5) **Section 28(1)(c) off-consumption liquor licence**
- (6) **To the best of the Applicant's knowledge: IHI Krovation Smart Campus - 900m; Noolgedacht 88 Primary School - 705m;**
- (7) **To the best of the Applicant's knowledge: NONE**
- (8) **To the best of the Applicant's knowledge: Old Apostolic Church Midrand - 1000m; Divine Faith Family Church - 984m; Face of Yahweh International Church - 650m; AFM Midrand Restoration Church - 680m;**

**ROODEPOORT**

- (1) **Partnership: Chijoleke Michael Eze and Precious Lekatseng Eze**
- (2) **Conipo Liquor Store**
- (3) **8010088140184**
- (4) **Shop 1, Blutam House, 1 Van Wyk Street, Corner Paul Street, Being Erf 1842, Roodepoort, Johannesburg**
- (5) **Liquor Store License**
- (6) **To the best of applicant's knowledge: St John the Baptist Catholic School, Falcon Primary & High School, Skyline High School, Molepi Rising Star School, Queens Park School**
- (7) **To the best of applicant's knowledge: Roodepoort Discount Liquors (100m), Roodepoort Liquor Land (130m), Savoy Discount Liquor Store (400m), Verland Liquors (650m), Chicago Liquors (800m)**
- (8) **To the best of applicant's knowledge: Corner Stone Christian Centre, Roodepoort Mosque, Our Lady of Peace Catholic Church, New Testament Church**

**BOOYSENS**

- (1) **WTLC Services (Pty) Ltd**
- (2) **Social Drinker Liquors (BooySENS)**
- (3) **2021/804864/07**
- (4) **Shop 1, 12 Ophir-BooySEN Street, between Frazer and Koster Street, BooySENS, Being Erf 13, Johannesburg**
- (5) **Liquor Store License**
- (6) **To the best of applicant's knowledge: Catholic Institute of Education**
- (7) **To the best of applicant's knowledge: Bootleggers Liquor Merchants (400m)**
- (8) **To the best of applicant's knowledge: Wongel Amagnoch Church, Original Maurriens Apostolic Church, Faithware Bible Church**

**MELVILLE**

- (1) **THAYALIANO GROUP MOTORS (PTY) LTD**
- (2) **THE COUNTESS**
- (3) **2018/358540/07**
- (4) **ERF NO: 431, SHOP 001, 27 BOXES, NO: 75 4TH AVENUE, MELVILLE**
- (5) **PUB LIQUOR LICENSE (ON CONSUMPTION)**
- (6) **None**
- (7) **LIBERATION CAFÉ DISTANCE, APPROXIMATELY 380 METRES; PABLO EGGS GO BAR DISTANCE, APPROXIMATELY 265 METRES; LIQUID BLUE RESTAURANT DISTANCE, APPROXIMATELY 360 METRES; XAI-XAI LOUNGE DISTANCE, APPROXIMATELY 345 METRES; TRANS SKY VENUE DISTANCE, APPROXIMATELY 395 METRES; YOLO PIZZA**

- MELVILLE DISTANCE, APPROXIMATELY 280 METRES; RATZ RESTAURANT DISTANCE, APPROXIMATELY 88 METRES; DE LA CRÈME RESTAURANT DISTANCE, APPROXIMATELY 110 METRES; LA LUNA RESTAURANT DISTANCE, APPROXIMATELY 110 METRES; BUZZ 9 DISTANCE, APPROXIMATELY 130 METRES; LUCKY BEAN DISTANCE, APPROXIMATELY 171 METRES
- (8) MELVILLE METHODIST CHURCH DISTANCE, APPROXIMATELY 425 METRES; NED HERVORMDE KERK MELVILLE DISTANCE, APPROXIMATELY 380 METRES

**Diepkloof Zone 3**

- (1) **Siyabonga Ngubeni**  
(2) **Singabantu Pub**  
(3) **950115 5475 088**  
(4) **4139G Marthinus Smuts Drive Diepkloof Zone 3**  
(5) **Pub Liquor License**  
(6) **NONE**  
(7) **NONE**  
(8) **NONE**

**ORLANDO EAST**

- (1) **SILINDILE MAKHETHA**  
(2) **MAHLANYENG'S PLACE**  
(3) **931028 1131 080**  
(4) **ERF NO: 5179, NO: 5179 MPANDE STREET, ORLANDO EAST, JOHANNESBURG, GAUTENG**  
(5) **RESTAURANT LIQUOR LICENSE {ON CONSUMPTION}**  
(6) **None**  
(7) **None**  
(8) **None**

**LUFHERENG SOWETO**

- (1) **Masego Seral**  
(2) **Eyethu Lifestyle Pub**  
(3) **890815 1088 083**  
(4) **1855 Sagewood Street Lufhereng Soweto**  
(5) **Pub Liquor License**  
(6) **NONE**  
(7) **NONE**  
(8) **NONE**

**PROTEA GLEN**

- (1) **R2M Legends (PTY) LTD**  
(2) **R2M Legends**  
(3) **2021/416702/07**  
(4) **Cnr Wildchestnut and Camphor Streets Protea Glen x12 Soweto Johannesburg**  
(5) **Liquor Store License**

# THE COUNTERS (PUB)



ENTRANCE



SERVICE COUNTER - KITCHEN



SERVICE AREA - INSIDE



COUNTER - KITCHEN (OUTSIDE)



KITCHEN AREA



KITCHEN AREA



KITCHEN AREA - FOOD PREPARATION AREA



SITTING AREA - INTERNAL



FIRST FLOOR - SITTING AREA (INTERNAL)



INTERNAL SITTING AREA



OUTSIDE SITTING AREA



OUTSIDE SITTING AREA



Store Room



FEMALE - DISABLE TOILET



DISABLE TOILET



SINK AREA - FEMALE TOILET



FEMALE TOILET



Basin - Male Toilet



Urinating Area - Male Toilet



MALE TOILET



PARKING AREA

