

nineteen45

good food | good people | good vibes



GAUTENG LIQUOR LICENSE APPLICATION

REF: GLB7000017290

PREPARED BY;

CONSULTANT

MASON EMPIRE (PTY) LTD

146 WEBBER ROAD, SANDOWN SANDTON 2196

0614258310; thbmokgosi@gmail.com

PREPARED FOR;

GAUTENG LIQUOR BOARD

124 MAIN STREET, JOHANNESBURG

011 085 2231

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APPLICATION REFERENCE NUMBER **GLB7000017290**

DOCUMENT FORMALITIES

Application Type **New Application**

License Type **Restaurant**

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

SECTION 0

Application submitted by:

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

First Name	Mason	Surname	Mason
Second Name	Empire	Street Number	146
Street Name	Webber	Suburb	Sandown
City	JHB	Code	00146
Mobile Phone	0614258310	Land Line	0614258310
Email Address	thbmokgosi@gmail.com		

LICENSE COST

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

PAYMENT DUE

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

SECTION 1 - APPLICANT DETAILS

		INPUT
1.1	First Name(s) of Applicant	TEAM MANAGEMENT SYSTEMS
1.1	Surname of Applicant	TEAM MANAGEMENT SYSTEMS
1.2	Age of the Applicant	0
1.3	Identity Number	2021/926248/07
	Residential Address or Registered Office Address	
	Street Number	324
1.4	Street Name	The William 1 william Nicole Drive
	Suburb	Fourways
	City	JHB



1.5	P.O. Box Number	00146
	Postal Code	0000
1.6	Business Telephone Number	0614258310
1.7	Email Address	thbmokgosi@gmail.com
1.8	Cellphone Number	061 425 8310
Physical Address of the premises for which the liquor permit is required		
	Street Number	9-11 ShopF00-06
	Street Name	1 Main Road
1.9	Suburb	Melville
	City	JHB
<input type="radio"/>	ERF Number	0000001466

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

- 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?
- 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 ?
- 2.3 is not domiciled in the Republic?
- is an unrehabilitated insolvent ?
- 2.5 is a minor ?
- 2.6 is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4) ?

INPUT	
<input type="radio"/> YES	<input checked="" type="radio"/> NO
<input type="radio"/> YES	<input checked="" type="radio"/> NO
<input type="radio"/> YES	<input checked="" type="radio"/> NO
<input type="radio"/> YES	<input checked="" type="radio"/> NO
<input type="radio"/> YES	<input checked="" type="radio"/> NO
<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:-

- 2.7 has a controlling interest in such a company, closed corporation or trust ?

INPUT	
<input type="radio"/> YES	<input checked="" type="radio"/> NO



2.8 is a partner in such a partnership ?

YES NO

SECTION 3 - GENERAL DETAILS

INPUT

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

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

	Name	Surname	Identity Number	Address	Nature Of Interest / Notes
1)	Takaedza Tafadzwa	Marima	8601246117185	9-11 ShopF00-06 1 Main Road Melville	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

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

5.1 Is the applicant a person who manufactures fermented beverages ?

YES NO

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

0 - 500 liters



<p>5.3 Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number</p>	<p style="text-align: right;">INPUT</p> <p>ERF 349</p> <p>Street 1</p> <p>Farm number</p>
<p>6 In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption</p>	<p><input checked="" type="radio"/> On Consumption</p> <p><input type="radio"/> Off Consumption</p>
<p>7 Under what name is the business to be conducted ?</p>	<p>NINETEEN45</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>BAR AREA</p>
<p>11.1 Is the application made in respect of premises which has not yet been erected ?</p>	<p><input type="radio"/> YES <input checked="" type="radio"/> NO</p>
<p>11.2 Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?</p>	<p><input type="radio"/> YES <input checked="" type="radio"/> NO</p>
<p>11.3 Are the premises already erected and in the applicant's opinion do not require additions to or alterations in order to make them suitable for such purpose ?</p>	<p><input type="radio"/> YES <input checked="" 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

01/06/2023

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

First Name(s)

Surname

Business Address Line 1

Business Address Line 2

Business Address Line 3

Designation

Area for which appointment is held

Office held if appointment is Ex Officio



NOTIFICATION OF PAYMENT

To Whom It May Concern:

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

Date Actioned	: 2023/05/26
Time Actioned	: 11:32:47
Trace ID	: PL8IY7LM

Payer Details

Payment From	*MASON EMPIRE (PTY) LTD
Cur/Amount	ZAR2250.00

Payee Details

Recipient/Account no	: ..306757
Name	: GLB
Bank	: STANDARD BANK OF S.A.
Branch Code	: 005055
Reference	: GLB7000017290

END OF NOTIFICATION

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

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

Disclaimer:

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

Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, October 8, 2021 at 8:48



COR14.3: Registration Certificate

Registration Number: 2021 / 926248 / 07
Enterprise Name: TEAM MANAGEMENT SYSTEMS

Companies and Intellectual
Property Commission
a member of the dti group

ENTERPRISE INFORMATION

Registration Number 2021 / 926248 / 07
Enterprise Name TEAM MANAGEMENT SYSTEMS
Registration Date 07/10/2021
Business Start Date 07/10/2021
Enterprise Type Private Company
Enterprise Status In Business
Financial Year End February
TAX Number 9167312264
Addresses POSTAL ADDRESS

324 THE WILLIAM
1 WILLIAM NICOL DRIVE
FOURWAYS
GAUTENG
2191

ADDRESS OF REGISTERED OFFICE

324 THE WILLIAM
1 WILLIAM NICOL DRIVE
FOURWAYS
GAUTENG
2191

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Appointment Date	Addresses
MARIMA, TAKAEDZA TAFADZWA	Director	8601246117185	07/10/2021	Postal: 27 CRESTWOOD HILLS, LONEHILL BOULEVARD, LONEHILL, GAUTENG, 2194 Residential: 27 CRESTWOOD HILLS, LONEHILL BOULEVARD, LONEHILL, GAUTENG, 2194





South African Revenue Service

TAX COMPLIANCE STATUS

PIN Issued

TEAM MANAGEMENT SYSTEMS
324 THE WILLIAM
1 WILLIAM NICOL DRIVE
FOURWAYS
GAUTENG
2191

Enquiries should be addressed to SARS:

Contact Details

SARS Alberton 1528
Contact Centre Tel: 0800 00 7277
SARS website: www.sars.gov.za

Details

Taxpayer Reference Number: 9167312264

Always quote this reference number when contacting SARS

Issue Date: 2023/05/17

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

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

Table with 2 columns: Field Name, Value. Includes Taxpayer Name, Trading Name, Reference Number, Purpose, Request Number, PIN, and Expiry Date.

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

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

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

SARS reserves the right to cancel the TCS application and associated PIN in the event that it was issued in error or provided on the basis of fraud, misrepresentation or non-disclosure of material facts.

More details regarding our channels, office hours, services, tailored information regarding tax as well as a comprehensive FAQ repository are available on the SARS website: www.sars.gov.za.


We value your support and contribution to our country's economy and prosperity. We strive to ensure that you clearly understand what is expected from you, as well as what your rights as a taxpayer are.

Sincerely

ISSUED ON BEHALF OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

Barcode and QR code area with metadata including Name, Tax reference No, Form ID, Content Version, Timestamp, Year, Page of Page, and Template version.

I.D. No. 860124 6117 185



NON S.A. CITIZEN

NOTICE OF PERSONAL PARTICULARS

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

NOTICE OF CHANGE OF ADDRESS

2. Keep the NOTICE OF CHANGE OF ADDRESS form in this pocket to report a change of address or a change in particular of your present address e.g. name of street and/or street number etc


3. Hand in at or post to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS

SURNAME
MARIMA

FORENAMES
TAKAEDZA TAFADZWA

COUNTRY OF BIRTH
ZIMBABWE

ISSUE DATE
1995-01-2



DATE ISSUED
2021-01-13

ISSUED BY AUTHORITY OF
THE DIRECTOR-GENERAL
HOME AFFAIRS

Tania Edwards

Signature & full Name: TANIA EDWARDS
 Commissioner of Oaths
 Designation: Owner of 3@1 Fourways
 Ref No: 9/1/8/2, Randburg 08.10.2006

Date: 10/11/2021 Place: Fourways
 Business Address: Leaping Frog Centre, William Nicol Drive

Certified true copy of the original. There are no indications that the original document has been altered by unauthorised persons.

**TAKAEDZA TAFADZWA MARIMA
DECLARES UNDER OATH**

1.

I, TAKAEDZA TAFADZWA MARIMA, ID No.: 8601246117185 as the Applicant in terms of Section 23 for a Restaurant Liquor License T/A NINETEEN45 RESTAURANT, situated at, 9-11 SHOP F00, 1 MAIN ROAD, MELVILLE, JOHANNESBURG GAUTENG, do hereby declare that to the best of my knowledge:

2.

There are no educational facilities within a 500m radius of the address mentioned above.

3.

There are no places of worship within a 500m radius of the address mentioned above.

4.

There are similar licensed premises within a 500m radius of the abovementioned address. (1) STONES MELVILLE (2) HARISSA GRILL (3) SIX COCKTAIL BAR

**I know and understand the contents of this declaration.
I have no objection to the prescribed Oath.
I consider the prescribed Oath as binding on my conscience.**

.....
TAKAEDZA TAFADZWA MARIMA

I certify that the deponent has acknowledged that he knows and understands the contents of this declaration. This declaration was sworn before me this..... day ofand the deponent's signature was placed thereon in my presence.

.....
Commissioner of Oaths

Full names : _____

Address : _____

Designation : _____

Office held appointment is Ex Officio: Republic of South Africa

**TAKAEDZA TAFADZWA MARIMA
DECLARES UNDER OATH**

1.

I, **TAKAEDZA TAFADZWA MARIMA**, ID No.: 8601246117185 as the Applicant in terms of Section 23 for a Restaurant Liquor License T/A NINETEEN45 RESTAURANT, situated at, 9-11 SHOP F00, 1 MAIN ROAD, MELVILLE, JOHANNESBURG GAUTENG, do hereby declare that to the best of my knowledge:

2.

hereby declare that my premises will be **Non-Smoking**, smoking will only be allowed on the outside and designated smoking areas.

I know and understand the contents of this declaration.
I have no objection to the prescribed Oath.
I consider the prescribed Oath as binding on my conscience.

.....
TAKAEDZA TAFADZWA MARIMA

I certify that the deponent has acknowledged that he knows and understands the contents of this declaration. This declaration was sworn before me this.....day ofand the deponent's signature was placed thereon in my presence.

.....
Commissioner of Oaths

Full names : _____

Address : _____

Designation : _____

Office held appointment is Ex Officio: Republic of South Africa

DETAILED WRITTEN DESCRIPTION IN RESPECT OF
NINETEEN45 RESTAURANT & BAR

This is a detailed written description in terms of Section 23(1) (c) of the Gauteng Liquor Act 2 of 2003 in respect of **NINETEEN45 RESTAURANT AND BAR, 9-11 SHOP F00, 1 MAIN ROAD, MELVILLE, JOHANNESBURG GAUTENG.**

NINETEEN45 RESTAURANT & BAR is situated in a business centre at the above-mentioned address. an upmarket restaurant is the latest development on the premises. The premises will be suitable for the purposes of a restaurant trading in food and alcohol.

The business is a registered entity, namely TEAM MANAGEMENT SYSTEMS with CK Number: 2021/926248/07 applying for a restaurant liquor licence to trade as NINETEEN45 RESTAURANT & BAR.

Photos depicting both the internal external features of NINETEEN45 RESTAURANT & BAR are attached to the application for the convenience of the Honourable Board and in keeping with Section 23(1) (c) of the Gauteng Liquor Act, Act 2 of 2003 (the "Act").

The restaurant is lavishly furnished and fitted for a dining experience in ambient surroundings. The entrance and the kitchen have windows for adequate ventilation. The restaurant's dining area is approximately 300m² and kitchen and bathroom are not more than 100m². The bar area is lavish, spacious and accommodating gives a nice experience for sitting on highchairs watching a game of sports.

There will be locker room for the staff, the kitchen and storeroom. The ablution facilities can be accessed from inside the building as well as from outside. The back door will be used for delivery entrance, off-loading and on loading. There will be ladies' toilets with basins and toilets for gentlemen, with urinals and basins.

The parking of the premises will accommodate plus minus 40 - 50 cars, the parking lot will also have allocated security for safety purposes.

Waste material will be separated, and bins situated at the back of the building will be used to store waste. All waste will be kept in refuse bags and sealed before it is places in bins. A private contractor will be contracted to increase the frequency of refuse removal.

Your favourable consideration will be highly appreciated.

Letter of Condonation for SAPS Clearance Section 23 of the Gauteng Liquor Act, TAKAEDZA TAFADZWA MARIMA – NINETEEN45 RESTAURANT

SAPS CLEARANCE APPLICANTS

TAKAEDZA TAFADZWA MARIMA, Identity Number: 8601246117185

This condonation letter is drawn to the Gauteng Liquor Boards attention as SAPS Clearance Certificates was applied for and awaiting issue. Can we kindly request that the board allows the process of the above application, as the clearance certificate will be submitted as soon as it is available.

APPLICATION REF: N/A

The application is with regards to NINETEEN45 RESTAURANT & BAR – Restaurant Liquor Licence

Hoping for your favourable consideration

CONSULTANT ON BEHALF OF TEAM MANAGEMENT SYSTEMS Pty Ltd a Private Company with CK Number: 2021/926248/07 as an applicant of The Restaurant License

DIRECTOR & SOLE SHAREHOLDER:

TAKAEDZA TAFADZWA MARIMA, Identity Number: 8601246117185

MOOKETSI MOKGOSI

0614258310



RECEIPT AW 295750

REPUBLIC OF SOUTH AFRICA

Received from

8601246117185

Name

TAKAEDZA JAFADZWA

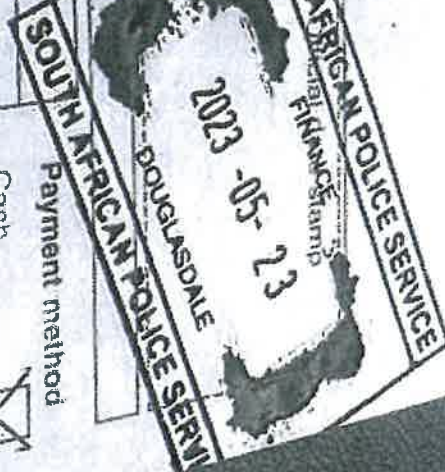
Address

MORIMA

code

Description

Police Clearance



R		Thousands	
Millions	One	Hundred	One
A	—	—	—
N	—	—	—
D	—	—	—

Drawer
 Cheque No.
 Cheque date
 Amount

R	170.00
---	--------

Payment method
 Cash
 Cheque
 Postal orders
 Other (specify)

Hundred		Cent	
Hundred	Ten	One	One
One	Seven	—	—



**COMPREHENSIVE WRITTEN REPRESENTATIONS IN TERMS OF SECTION
23(a) of the GAUTENG LIQUOR ACT, ACT 2 of 2003 (the 'ACT) IN RESPECT OF
NINETEEN45 RESTAURANT**

NATURE OF THE APPLICATION

RESTAURANT LIQUOR LICENSE

Application is hereby made to the Gauteng Liquor Board through the Local Committee at the Johannesburg Liquor Licensing Office in terms of Section 23 of the Act for a Restaurant Liquor License.

The Applicant is TEAM MANAGEMENT SYSTEMS Pty Ltd a Private Company with CK Number: 2021/926248/07.

DIRECTOR & SOLE SHAREHOLDER:

TAKAEDZA TAFADZWA MARIMA, Identity Number: 8601246117185

SECTION 23 (4) OF THE ACT

Section 23(4) of the Act provides that "Applications for tavern, pool club, pub, liquor store and night club liquor licences shall also be accompanied by unequivocal approval by the relevant department of the relevant metropolitan or district council, in addition to any zoning or planning or environmental laws requirements."

Whereas this application is for a Restaurant Liquor License, please note therefore that this application is not subject to the provisions of the said Section 23(4).

THE PREMISES

Section 32 (2) of the Act provides "The Board shall grant an application for any licence if-

- (a) The premises are or will, on completion, be suitable for the purposes for which they will be used under the licence;
- (b) The applicant concerned is of good character and is otherwise fit to be the holder of the licence;
- (c) The granting of the licence is in the public interest;
- (d) The possibility does not exist that the granting of the application may cause a harmful monopolistic condition to arise or be aggravated; or
- (e) The premises, accommodation, equipment and facilities in respect of which the licence is to be issued are, or will be, if the applicant is licensed, in compliance with this Act and regulations.

As can be seen from the plan and the photos accompanying the application, the Applicant submits the premises are suitable for the purposes of a restaurant liquor license.

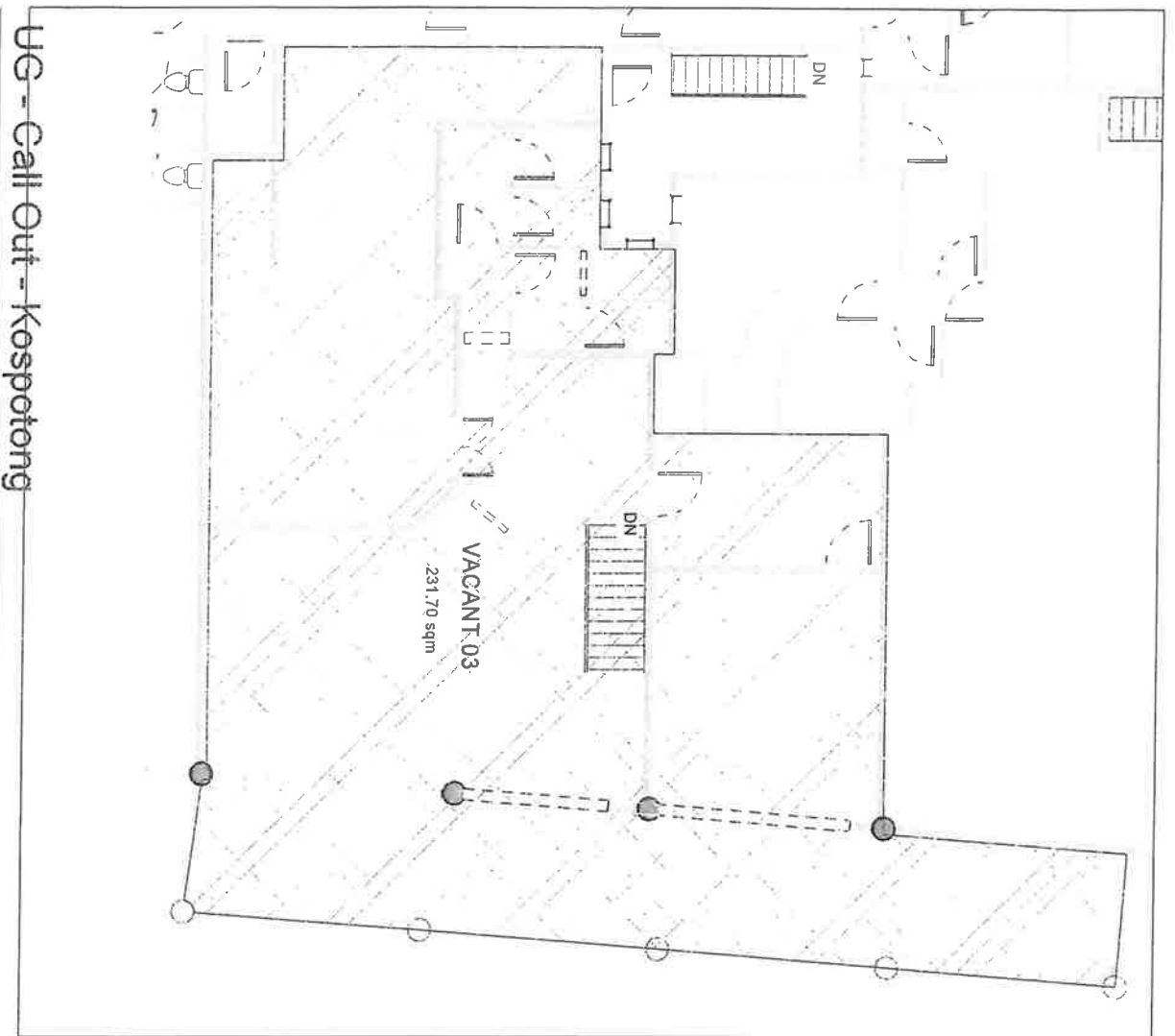
The Applicant (or at least the members thereof) are of good character, fit to be the holder of a Restaurant Liquor License in that he has not been disqualified in terms of the Act or any other law.

The Applicant's premises are situated at **9-11 SHOP F00, 1 MAIN ROAD, MELVILLE, JOHANNESBURG GAUTENG**. The restaurant provides for a wonderful African experience for locals, tourists more especially workers around the area.

As can be seen from the menu accompanying the application, the Applicant's type of business which offers premium culinary experiences. It is for this reason that the Applicant submits that the granting of this application is in the public interest.

The applicant believes the granting of the application will contribute to the entrepreneurship in the precinct and will hardly create or aggravate any monopolistic condition as the applicant has no other financial interests in the liquor trade.

Hoping for your most favourable consideration.



1 : 100

UG - Call Out - Kospotong

PROJECT NAME & DESCRIPTION

9 & 11
MELVILLE
9 & 11 Muin Street,
Melville

DETAILS

ACCELERATE
PROPERTIES

PROJECT NUMBER: DRAWING NUMBER:

19080

SK-0004

SCALE:

1

100

PRINT SIZE:

A3

REVISION:

A

1st. DATE:

04/20/21

ARCHITECT

INCLUSIVE DESIGN ARCHITECTS (Pty) Ltd
COPYRIGHT RESERVED

Drawing for
Presentation
Purposes

Zoning Certificate

NAME OF APPLICANT : LA
TOWN PLANNING SCHEME: JOHANNESBURG TOWN PLANNING SCHEME 1979 (AS with schedule)
TOWNSHIP / FARM NAME : MELVILLE
ERF/FARM PORTION : ERF 349
STREET ADDRESS : 30 FOURTH AVENUE
AREA OF ERF : 639 SQUARE METRES
BUILDING LINE : 3.0 METRES
 ALONG ALL STREET
 FRONTAGES

SOIL ZONE:
FLOODLINE:
ENVIRONMENTAL CONTROLS: Y

ZONING INFORMATION

USE ZONE : BUSINESS 1
HEIGHT ZONE : 0
FLOOR AREA RATIO : (SEE ATTACHED)
COVERAGE : (SEE ATTACHED)
DENSITY : 1 DWELLING PER 300 SQ M
PARKING ZONE : REMAINDER OF AREA
AMENDMENT SCHEME : 475 B. (SEE ATTACHED)

FOR TABLES REFER TO SECTION 1 OF TOWN PLANNING SCHEME 1979

AS PER SCHEME CLAUSE
 AS PER SCHEME CLAUSE
 AS PER SCHEME CLAUSE
 AS PER SCHEME CLAUSE
 AS PER SCHEME CLAUSE
 IS APPLICABLE

Therefore please note special conditions of the Amendment Scheme apply to the above erf in conjunction with the above zoning

The Town Planning Scheme is open for inspection at Ground floor, Metropolitan Centre, between 08h00 - 15h00 weekdays. The information contained herein must be verified by the applicant on inspection of the scheme. Whilst the utmost is done to ensure accuracy, the Johannesburg Administration does not accept any responsibility for any incorrect information given on this form.

The applicant's attention is drawn to the general provisions of the Johannesburg Town Planning Scheme, 1979.

It should be noted that the provisions of the Town Planning Scheme do not override any restrictive conditions that may be attached to the erf.



Stand SG Code	TOIR0434000000003490000000
Stand Number	349 = Mays = 11 Main rd.
Area (m ²)	638,833228
Town Name	MELVILLE
Township Name Only	MELVILLE
Township Extension	0
Status Code	REGISTERED
Land Type	Erven
PROPERTY_ID	1749486
SHAPE.STArea()	638,841858
SHAPE.STLength()	109,419152
OWNER	ACCELERATE PROP FUND LTD
ZONING	Business 1
MARKET_VALUE	0
STREET_NO	11
STREET_NAME	MAIN
STREET_TYPE_NAME	ROAD
WARD_NAME	69

OFFICEPLACE

AGREEMENT OF LEASE

MADE AND ENTERED INTO BY AND BETWEEN

IMCATOUCH (PTY) LTD
REGISTRATION NO: 2019/438426/07
VAT NO: 4590288033

a Company registered with limited liability according to the Company laws of the Republic of South Africa.

HEREIN REPRESENTED BY: **JACOBUS BERNARDUS BOTMA**

IN HIS CAPACITY AS: **DIRECTOR**

duly authorised hereto, "the Lessor" of the one part;

AND

TEAM MANAGEMENT SYSTEMS (PTY) LTD t/a THE HAPPY COOK
REGISTRATION NO: 2021/926248/07

a Company registered with limited liability according to the Company laws of the Republic of South Africa.

HEREIN REPRESENTED BY: **TAKAEDZA MARIMA**

IN HIS CAPACITY AS: **DIRECTOR**

duly authorised hereto, "the Lessee"

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1 DEFINITION:

1.1 Wherever appropriate in this lease:

- 1.1.1 Words signifying the singular number shall include the plural and vice versa;
- 1.1.2 Words signifying males shall include females and vice versa;
- 1.1.3 The impersonal pronoun shall include the masculine or feminine pronoun;
- 1.1.4 Words referring to individual persons shall include persons of either sex, firms, associations, companies, partnerships, corporate bodies and close corporations;
- 1.1.5 Any reference to the period, currency, un-expired period, termination or date of termination of this lease shall include any renewal or extension thereof;
- 1.1.6 Any reference to the Lessor shall include the Lessor and its successor-in-title and their respective agents, employees, contractors and workmen;
- 1.1.7 Any reference to the Lessee shall include the Lessee's agents, employees, customers, clients, licences, contractors, invitees and guests;
- 1.1.8 The captions appearing in this lease are for reference purposes only and shall not be taken into account in interpreting any provisions of this lease.

2 PREMISES:

The Lessor hereby lets to the Lessee who hereby hires from it certain Premises known as **PORTION OF 9 – 11, SHOP F00 - 06 SITUATED AT MAIN ROAD, MELVILLE** MEASURING APPROXIMATELY 231,7m² (herein referred to as "the Premises") upon the following further terms and conditions:-

3 PERIOD OF LEASE:

3.1 This lease shall be for a period of **3 (THREE) YEARS**

commencing from **01 MARCH 2023** (the commencement date)

and terminating on **28 FEBRUARY 2026** (the termination date)

4 RENTAL:

4.1 All rentals are quoted exclusive of V.A.T. (Value Added Tax) which shall be charged at the relevant rate from time to time. The rental payable by the Lessee to the Lessor for the Premises shall be as follows:

FOR THE PERIOD 01 MARCH 2023 TO 29 FEBRUARY 2024 THE GROSS RENTAL SHALL BE R 21,600.00 (TWENTY-ONE THOUSAND SIX HUNDRED RAND) PER MONTH;

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025 THE GROSS RENTAL SHALL BE R 23,112.00 (TWENTY-THREE THOUSAND ONE HUNDRED AND TWELVE RAND) PER MONTH;

FOR THE PERIOD 01 MARCH 2025 TO 28 FEBRUARY 2026 THE GROSS RENTAL SHALL BE R 24,729.84 (TWENTY-FOUR THOUSAND SEVEN HUNDRED AND TWENTY-NINE RAND AND EIGHTY-FOUR CENTS) PER MONTH;

which rental shall be payable monthly in advance on or before the first day of each and every successive calendar month and free of exchange or deductions, retentions, remission or set off on any grounds whatsoever into the following bank account:-

BANK NAME : _____
ACCOUNT NAME : _____
ACCOUNT NUMBER : _____
BRANCH CODE : _____
BRANCH NAME : _____

or at such other place or places as the Lessor may notify from time to time in writing.

5 DEPOSIT:

The Lessee shall on signature of this Agreement of Lease pay a deposit in the amount of R 43,200.00 (FORTY-THREE THOUSAND TWO HUNDRED RAND).

6 USE OF PREMISES:

The Premises shall be used for the purpose of **BAKERY AND EDUCATIONAL LOUNGE** only and for no other purpose whatsoever unless the prior written consent of the Lessor is had and obtained which consent shall not be unreasonably withheld.

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7 ADMINISTRATION FEE:

The Lessee hereby agrees to make payment of an administration fee to OFFICEPLACE JOHANNESBURG (PTY) LTD amounting to **R 2,000.00 (TWO THOUSAND RAND)** plus VAT thereon, which amount is due and payable in respect of services rendered by OFFICEPLACE JOHANNESBURG (PTY) LTD to coordinate and/or disburse funds in respect of this particular transaction and to obtain all relevant information required by the Lessor and/or the Lessee which information may include but not be limited to; Legal entity information, FICA documentation, Credit Bureau Checks, Trade References, Deed Searches, S.G Diagrams, Municipal Information and/or any other information that may be relevant to this particular transaction as requested by the parties as the case may be.

8 DOMICILIUM:

The Lessor hereby chooses his address and domicilium citandi et executandi at:

E-mail: _____

The Lessee hereby chooses his address and domicilium citandi et executandi at:

28 ROCKVALE ESTATE
ROBERT BRUCE
BEVERLY, LONEHILL

E-mail: tmarina@seveneleven.co.za

8.1 Any written notices required in terms of this Clause shall only be satisfied if such notice is given in a written, form. The provisions of the Electronic Communications and Transactions Act, 25 of 2002 are expressly included for the provisions of this Clause and it is expressly agreed that notice may be given via electronic mail.

8.2 Any notice given in terms of this Agreement shall be in writing and shall:

8.2.1 if delivered by hand, be deemed to have been duly received by the addressee on the date of Delivery;

8.2.2 if posted by prepaid registered post, be deemed to have been received by the addressee on the 8th (eighth) Business Day following the date of such posting;

8.2.3 if transmitted by facsimile, be deemed to have been received by the addressee 1 (one) Business Day after dispatch; and

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8.2.4 if sent by electronic mail, shall be deemed to have been received on the first Business Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven).

8.2.5 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above, shall be an adequate written notice of communication to such Party.

9 MAGISTRATES COURT:

The Lessor and the Lessee hereby consent to the jurisdiction of the Magistrate's Court of the Republic of South Africa of competent jurisdiction in respect of any action or proceeding which may be instituted by the Lessor arising out of this Agreement or any renewal thereof but the Lessor shall not be obliged to proceed in such Court.

10 RENEWAL:

10.1 The Lessor hereby grants the Lessee an option to extend this lease for a further period of 3 (THREE) YEAR(S) which option the Lessee accepts.

10.2 Should the Lessee choose to exercise the option granted to him, he shall notify the Lessor thereof in writing no later than 2 (TWO) calendar months, prior to the expiration of the initial lease term.

10.3 Should the Lessee exercise his option for renewal, such renewal shall be based on the same terms as contained in this agreement save for the Rental amounts payable which shall be adjusted based on the agreed escalation which rental shall be market related and exclude any consideration in respect of improvements to the Premises.

10.4.1 Should the Lessee fail to exercise his option as provided above, the option shall expire.

10.4.2 Should the Lessee fail to exercise his option as provided above and remain in occupation of the Premises then all of the Lessor's rights in terms of this Agreement of Lease shall remain enforceable.

10.5 Notwithstanding anything to the contrary herein, the Lessee may at any time after the expiry of the option negotiate a renewal of this lease with the Lessor.

10.6 The Lessor agrees to pay commission calculated at a rate of 2.5 % (Two Point Five Percent) plus Value Added Tax thereon of the Gross Rental Amount in respect of the entire rental period to OFFICEPLACE JOHANNESBURG (PTY) LTD Should the Lessee:-

10.6.1 exercise the option to renew, continue occupation of the Premises after expiry of the initial term or enter into a new lease agreement with the Lessor; or

10.6.2 lease additional space/immovable property from the Lessor.

11 PURCHASE OF THE PREMISES:

11.1 Should the Lessee, or any of its subsidiaries, holding companies, associates, Directors, Shareholders, Administrators or Assigns at any stage during the operation of this lease whether before or after extension or renewal hereof, purchase or otherwise cause to alienate the Premises from the Lessor, the Lessor shall be liable to pay commission to OFFICEPLACE JOHANNESBURG (PTY) LTD calculated at a rate of 5% (Five Percent) plus Value Added Tax thereon of the purchase price of the Premises.

11.2 A purchase of the Premises shall mean:

11.2.1 An agreement whereby one party thereto agrees to sell, grant waive, donate, cede, exchange, lease or otherwise dispose of property to another person, or any act whereby any person renounces any right or restriction in his or her favour upon the use or disposal of property;

11.2.2 In relation to any shares in a company or member's interest in a close corporation, an agreement whereby one party thereto agrees to sell, grant, waive, donate, cede, exchange, issue, buy-back, convert, vary, cancel or otherwise dispose of any such shares or member's interest to another person or any act whereby any person renounces any right restriction in his or her favour upon the use or disposal or any such shares or member's interests; or

11.2.3 In relation to a trust, the substitution or addition of one or more beneficiaries with as contingent right to any property of a trust.

12 AGENTS COMMISSION:

12.1 The Lessee warrants that it has been introduced to the leased Premises by OFFICEPLACE JOHANNESBURG (PTY) LTD and that OFFICEPLACE JOHANNESBURG (PTY) LTD is the sole effective cause of this Agreement of Lease. The Lessor agrees to pay commission plus V.A.T. to OFFICEPLACE JOHANNESBURG (PTY) LTD as follows:-

- 12.1.1 5% of the Gross Rental excluding V.A.T. on the first two years of the Lease.
- 12.1.2 2.5% of the Gross Rental excluding V.A.T. for the remainder of the Lease.
- 12.1.3 In the event of a One Year Lease or lesser period the commission shall be equal to one month's rental.
- 12.1.4 Notwithstanding the above stated commission structure, the minimum commission fee shall not be less than one month's gross rental.

The total commission amount as calculated above is payable by the Lessor to OFFICEPLACE JOHANNESBURG (PTY) LTD on signature of the Agreement of Lease.

The Lessor and Lessee agree that on acceptance of this Agreement of Lease by the Lessor the Lessee shall pay the deposit as stipulated in Clause 5 together with the first month's rental to OFFICEPLACE JOHANNESBURG (PTY) LTD who shall pay it to the Lessor after deduction of all fees owed to OFFICEPLACE JOHANNESBURG (PTY) LTD.

BENJAMIN RICHARD HATCHWELL, Director OFFICEPLACE JOHANNESBURG (PTY) LTD, hereby warrants the validity of his Fidelity Fund Certificate as at the date of signature of this Agreement and hereby accepts the benefits conferred on OFFICEPLACE JOHANNESBURG (PTY) LTD in terms of this Agreement.

13 DELAY IN COMMENCEMENT:

Notwithstanding said Commencement Date, if for any reasons whatsoever the Lessor cannot deliver possession of the Premises to the Lessee on said date, then the Lessee undertakes to accept such possession from such later date on which it will become available and in such case the Lessee shall have no claim for damages or any right of action whatsoever against the Lessor nor be entitled to terminate this lease by reason of the fact that the Lessee will be unable to obtain possession of the Premises on the said date provided, however, in such an event, the Lessee will be entitled to a proportional remission of rent for the period from the commencement date to the date upon which occupation of the Premises is tendered.

14 DEPOSIT PAYABLE BY LESSEE:

- 14.1 The deposit as stipulated in Clause 5 of the Agreement of Lease will be retained by the Lessor in a non-interest bearing account during the currency of this Lease as a guarantee for prompt payment by the Lessee of all amounts that are payable by the Lessee for any cause whatsoever of this Lease.
- 14.2 The Lessee shall not be entitled to set off against the deposit any rental or other amounts payable by the Lessee to the Lessor in terms of this Lease.

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14.3 The Lessor shall be entitled in its sole and absolute discretion at any time during the period of this Lease or its renewal to apply the whole or any part of the deposit for:

14.3.1 the payment of any amount for which the Lessee may become indebted to the Lessor

14.3.2 effecting any maintenance, replacements or repairs to the leased Premises for which the Lessee is liable in terms of this Lease.

14.4 The Lessor agrees to refund the deposit to the Lessee less any amount as specified above within a reasonable period after the Lessee has vacated the Premises.

15 COMPLIANCE WITH BY-LAWS BY LESSEE:

It is a special condition of this Lease that the Lessee shall be responsible for the requirements of the Local Authority or any other authority, in connection with the Lessee's business conducted or to be conducted on the Premises, and the Lessee shall satisfy and bear the costs of all such requirements whether they be in respect of alterations or in respect of the fittings therein required.

16 LICENCES:

16.1 The Lessor does not warrant or represent that the Premises are fit for the purposes of the business to be conducted in terms of this Lease or any other purpose.

16.2 There shall further be no obligation or responsibility on the Lessor to perform any work or to make any alterations to the Premises so that the Premises comply with such provisions as may be required by any authority for the issue of a licence, permit or any other authority to the Lessee.

16.3 The Lessee shall be liable for obtaining all necessary permits, licences, authorities or other consents in respect of the conduct of the Lessee's business in the Premises, and any failure howsoever arising to obtain, keep or renew such permits, licences, authorities or consents during the currency of this Lease shall not constitute a ground for cancellation of this Lease by the Lessee.

17 UTILITIES:

17.1 The Lessee shall be liable for and shall, be obliged to pay for all electricity and water charges in respect of the Premises hereby let, including charges payable in terms of the relevant City Council's Local Electricity Tariffs and Bylaws as amended from time to time. The Lessee shall also be liable for and shall pay all fees levied by or payable to the relevant City Council for sanitary refuse rubbish removal, sewerage and vacuum tank services and/or removals connected therewith and for all increases in respect of these items from time to time. The Lessee shall make arrangements directly with the appropriate authority for rendering of accounts directly by them to the Lessee in respect thereof. Should the Local Authority not render accounts directly to the Lessee, the Lessee shall pay to the Lessor such charges as are due and payable to the Local Authority immediately upon being called to do so and shall pay to the Lessor such electricity and water deposits as is required by the Lessor, which the Lessor in its sole and absolute discretion may apply against any amounts owing by the Lessee in respect of electricity and water charges.

17.2 Where it is not possible to assess the specific cost of use by the Lessee of any of the services stated above, allocation of charges to the Lessee for such services shall be determined by the Lessor on an estimate basis, having regard to the number of Tenants sharing the use of such services and the nature of their business activities, by which estimate the Lessee hereby acknowledges itself to be bound.

17.3 The Lessor, in such event, undertakes to charge the Lessee his share of such services on a fair and equitable basis and the Lessee, in such event, shall be liable for such share of services charged to him and shall pay same to the Lessor on being called upon to do so.

18 RATES:

The Lessor shall be liable for Municipal rates levied on the Premises hereby let. However, notwithstanding anything to the contrary anywhere herein contained, in the event of Municipal rates and taxes being increased; or any other fees or charges which the Lessor has agreed to be held liable for payments to the relevant authorities in respect of the leased Premises be increased at any time from the commencement of this Agreement of Lease; any such increase shall be borne and paid for by the Lessee, as additional rental to the rental specified in Clause 4 hereof, a pro-rata share of such increased assessment rates calculated pro-rata as the rental by the Lessee bears to the total rentals receivable by the Lessor from the whole of the Lessor's property.

19 SUB-LETTING:

The Lessee shall not be entitled to sub-let the Premises or any part thereof, or cede or assign this Lease or part with possession of the Premises, without the consent in writing of the Lessor first had and obtained, which will not be unreasonably withheld. In the event of cession or assignment, the Lessor's consent shall, however, always be subject to the Lessee interposing himself as Surety and Co-Principal Debtor for the obligations of the cessionary or assignee. Upon receipt of written application by the Lessee to sub-let the Premises, the Lessor shall have the right, if he so desires, to cancel this Agreement with the Lessee and to enter into a Deed of Lease directly with such a Third Party in respect of the Premises. In such an event, the Lessee shall be released of all obligations in terms of this Agreement. The Lessee, however, shall be liable for proper performance of all liabilities and obligations conferred upon by him in this Agreement until such date of cancellation.

20 LIMITATIONS AS TO USE OF PREMISES:

- 20.1 The Lessee will not do or suffer anything to be done upon the said Premises which will cause structural injury to said Premises, and shall ensure that said Premises will not be overloaded by electrical current and that no machinery, apparatus or other appliances shall be used or operated in or upon the Premises which will in any manner injure, vibrate or shake said Premises or the building. If the Lessee should desire electrical current beyond that available at the Premises at that time of the execution of this Lease, the Lessee shall pay the cost of installing all equipment required for that purpose, whereby the Lessee shall first notify the Lessor and receive its written approval before such equipment shall be installed.
- 20.2 The Lessee shall not do or permit any act, matter or thing in the conduct of its business or otherwise on the said Premises which may be or become a nuisance, or shall cause any annoyance or discomfort to the Lessor or any occupier of the portion of the said property not included in this Lease.
- 20.3 The Lessee shall not make any alteration or additions to the said Premises without the written consent of the Lessor first had and obtained which consent shall not be unreasonably withheld and, unless otherwise agreed upon in writing, any alterations or additions made shall be the property of the Lessor and the Lessee shall not be entitled to any compensation therefor. A list of alterations, additions or improvements which the Lessee might contemplate or propose during the currency of the Lease, shall be submitted in writing to the Lessor for the Lessor's approval, which shall be pre-requisite to the Lessee making any such alterations, additions or improvements.

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- 20.4 At the termination of this Lease, whether by effluxion of time or otherwise the Lessor shall, at its own option, be entitled to call upon the Lessee to restore the Premises to the same condition as they were before the alterations or additions, in which event the Lessor shall not be obliged to compensate the Lessee in respect thereof.
- 20.5 Notwithstanding anything to the contrary herein contained, the Lessee shall have the right simultaneously with the expiration of the Lease, to remove any fixtures and/or fittings and/or signs and/or partitions installed by it in or upon the Premises provided that it shall make good any damage to the Premises caused as a result of the removal of such fixtures and/or fittings and/or signs and/or partitions. All fitted carpets are to remain the property of the Lessor.
- 20.6 The Lessee shall not be entitled to affix any signs, written or otherwise, anywhere on or about the Premises hereby let without the prior permission and approval of the Lessor or the Lessor's architects first had and obtained, and subject to such conditions as may be imposed by either of them. All signs shall, at the termination of this Lease, whether by effluxion of time or otherwise, be removed by the Lessee at its own expenses, failing which, the Lessor shall be entitled to do so and recover the costs thereof from the Lessee.
- 20.7 The Lessee shall keep the Premises clean and in a tidy condition and free from all rubbish or pools, furthermore, the Lessee shall not permit the accumulation of any objectionable matter, including packing cases, cartons or containers or rubbish, in or about the said Premises, the yard or any part of the Lessor's Premises.
- 20.8 The Lessee shall not contravene or permit any contravention of any law, regulation, ordinance, proclamation of any provincial, local or municipal or other authority, but shall at all times conform to same.
- 20.9 The Lessee shall not remove any goods or stock-in-trade or fixtures and fittings brought by it on the said Premises during the course of the Lease, save in the ordinary course of business.
- 21 USE OF ENTRANCES, PASSAGES, PARKING ETC.:
- 21.1 The Lessee undertakes that :
- 21.1.1 It will not cause or permit vehicles belonging to or used by it or its directors or principals to be parked in the customers parking areas or driveways; and that
- 21.1.2 No obstruction shall, be placed or be permitted to be placed by it or its directors, principals or servants in the said driveways which may interfere with the use; and that

21.1.3 No vehicles driven by it or its principals, servants, directors, licensees or invitees shall obstruct the free flow of traffic, the entrances or exits of the driveways or the pedestrian entrances to the building or any Premises therein; and that

21.1.4 The entrances to the building, or any part thereof, and the passages, lifts and stairways shall not be obstructed by the Lessee or any of its employees and shall be used by them with due regard to the rights in respect thereof, enjoyed by the other occupants of the Premises.

22 REPAIR AND MAINTENANCE:

22.1 Subject to the content of Annexure A attached hereto, and within seven (7) days of occupation of the Premises hereby let, the Lessee shall give to the Lessor notice of defects herein, if any, and in the event of the Lessee failing so to do, or in the event of the Lessee having done so and such defects having been rectified by the Lessor, the Lessee shall be deemed to have acknowledged that the said Premises and all installations, air-conditioning, fittings and appurtenances therein generally, including keys, locks, glass windows, sewerage and sanitary installations, including sewerage pans, and pipes, water pipes, taps, geyser elements and basins and electrical fittings, are in a good state of repair, and the Lessee hereby promises and undertakes to care for and maintain same during the continuance of this Lease, or any renewal thereof, and at termination of this Lease, whether by effluxion of time or otherwise, to return and redeliver the same to the Lessor in like good order and condition. Throughout this Lease or any renewal thereof the Lessee shall immediately make good and repair, at his own expense, all damages or breakages to same, and shall be responsible for all replacements to the Lessor's Premises. Should the Lessee fail to do so, the Lessor shall be entitled, but not obliged, to do so and to recover the cost thereof from the Lessee without prejudice to the Lessor's rights under this Lease.

22.2 The Lessee shall use its best endeavour to prevent any obstruction or blockage to any 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 which may so occur which emanates in or from the leased Premises.

23 DESTRUCTION OF PREMISES:

23.1 Should the building be destroyed or substantially damaged by fire or any other cause, or should the leased Premises be so destroyed or damaged to an extent which prevents the Lessee from having beneficial occupation of the leased Premises then

23.2 The Lessee shall have no claim of any nature whatsoever against the Lessor as a result thereof;

23.2.1 The Lessor shall be entitled to determine whether or not this Lease shall be cancelled and shall notify the Lessee of its decision in writing.

- 23.2.2 Should the Lessor not notify the Lessee of that decision within one (1) month after such destruction or damage, then it shall be deemed to have elected to cancel this Lease.
- 23.3 Should the Lessor elect, or be deemed to have elected to cancel this lease then the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of that cancellation of the Lease.
- 23.4 Should the Lessor elect not to cancel this Lease then:
- 23.4.1 The Lessor shall reinstate the Leased Premises at its own cost as expediently as is reasonably possible in the circumstances making any reasonable alterations in the design and structure thereof as may be necessary or desirable:
- 23.4.2 The Lessee shall not be liable for any rental for so long as it is deprived of beneficial occupation of the leased Premises:
- 23.4.3 Should the Lessee take beneficial occupation from time to time of any part of the leased Premises, then the Lessee shall pay rental therefor on a pro-rata basis, as may be determined by the Lessor.
- 23.5 Should any part, but not the whole of the leased Premises be destroyed by fire or any cause then:
- 23.5.1 This Lease shall not be cancelled.
- 23.5.2 The rental then payable by the Lessee shall be reduced pro rata having regard to the extent to which, and the period for which, it is deprived of beneficial occupation of the leased Premises.
- 23.5.3 The Lessor shall repair at its own cost damaged or destroyed portion of the leased Premises as expediently as is reasonably possible in the circumstances.
- 23.5.4 The Lessee shall have no claim of any nature whatsoever against the Lessor as a result of the said destruction or damage from whatsoever cause the same arises.
- 23.6 Any dispute between the Lessor and the Lessee in regard to the amount of remission of rental and the date on which, or period for which the leased Premises are available or unavailable for occupation by the Lessee shall be decided by the Lessor's Auditors who shall consult with the Lessor's architect thereon, but in the event of the Lessee indicating that the said Lessor's Auditor's and Architect's decision is not acceptable, then such a decision shall be submitted for settlement by arbitration in terms of the arbitration act of 1965.
- 24 ENTRY AND INSPECTION:
- 24.1 The Lessor or his duly authorised agent, caretaker or workmen shall be at liberty at all reasonable times to enter into or upon the said Premises for purposes of inspection and repairs.

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24.2 During the 3 (THREE) months before the expiration of this Lease, the Lessor shall have the right to affix "TO LET" or "FOR SALE" notices to the Premises and the Lessee shall permit prospective tenants to view the interior of the said Premises at all reasonable times.

25 INSURANCE:

25.1 The Lessee shall be responsible for all damages to the plate glass on the Premises hereby let from whatsoever cause, and shall be obliged throughout the period of the Lease or any renewal thereof, to keep such plate glass insured with an insurance company approved of or appointed by the Lessor, and to pay all premiums in respect of such insurance promptly on due date to the said company, and to furnish the Lessor with proof thereof, whenever called upon by the Lessor to do so.

25.2 The Lessee shall not at any time do or carry on or suffer to be done or carried on in the said Premises any matter or thing whereby the insurance effected by the Lessor against damage by fire on the Premises may become void and voidable. The Lessee further binds himself not to use any combustibles or hazardous goods on the Premises which would in any way vitiate the Lessor's fire policy. Should the premium of the Lessor's present policy be increased by reason of the nature of the Lessee's business, the Lessee undertakes to pay the Lessor the amount of such increase upon demand.

25.3 The Lessee shall be obliged at its cost to take out and keep in force during this Lease a Public Liability Insurance Policy for such amount as will provide indemnity in respect of all claims which may foreseeably be made against the Lessee arising out of its trading in the leased Premises.

26 FORCED ENTRY, THEFT OR BURGLARY:

26.1 The Lessee shall be responsible for repairing at its own cost, all damages to the leased Premises caused by or arising from any actual or attempted forced entry, theft or burglary to the extent that the Lessor's insurers, subject to the conditions contained herein, do not repair such damage. Such repairs in that event shall be for the Lessee's cost.

27 LESSOR'S LIABILITY:

27.1 The Lessee shall have no claim against the Lessor in regard to any accident, injury, loss or damage arising out of "vis major", "casus fortuitis" or any other cause wholly or partly outside the Lessor's control or arising from any change in the name of the building complex, shopping centre in which the Premises are situated, or in the description or address of the leased Premises.

- 27.2 The Lessee shall further not have any claim of any nature whatsoever against the Lessor for any accident, injury, loss or damage caused through any negligence whatsoever on the part of the Lessor its principals, Directors or agents.
- 27.3 The Lessee may not withhold or delay payment of any amounts due to the Lessor in terms of this Lease by reasons of the leased Premises or the building being in a defective condition or in a state of disrepair or any particular repair not being effected by the Lessor.
- 27.4 The Lessor shall similarly not be responsible for any damage done to the Lessee's stock, books, papers, fixtures, fittings and any other assets on the Premises by leakage or by rain, hail, wind, lightning, flood explosion, fire, or by reason of strikes, riots, nuclear holocaust enemies of the Republic or the act of any person or persons not being an employee of the Lessor acting within the scope and authority of their employment with the Lessor.

28 FAILURE OF SERVICES:

The Lessor shall not be liable for the failure or breakdown of lifts, escalators, hoists or the electricity or water supply, or air-conditioning, or by reason of any defect in any equipment of the Lessor servicing the Premises or building complex from any cause whatsoever, and the Lessee shall not have any claim for damages, not be entitled to cancel this Lease or to receive any diminution or abatement or remission of rental by reason of the fact that any of the services have failed or been interrupted nor shall the Lessor be responsible for any delays occasioned by the breakdown of any escalators, lifts, hoists or other services mentioned.

29 DEFAULT:

Should the Lessee abandon or vacate the said Premises, such default or breach shall give the Lessor, with or without terminating this Lease, the right to re-enter the Premises or any part thereof either with or without process of law, remove and put out the Lessee or any person or persons occupying said Premises and remove all personal property, equipment, fixtures and fittings therefrom. Furthermore, the Lessor shall have the right to repossess and sell said fixtures, etc. without notice to or demand upon the Lessee. The Lessee hereby irrevocably constitutes the Lessor and his agent for effecting the sale of such and for effecting of the foregoing purposes.

30 FURNISHING OF RESOLUTION:

In the event of the Lessee hereto being a Company, the Lessee shall, prior to commencement date, furnish the Lessor with a duly certified copy of a Resolution confirming that the party signing this Agreement on behalf of the said company is duly authorised to do so.

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31 ARREAR RENTAL:

- 31.1 Without prejudice to and in addition to the other rights and remedies of the Lessor, the Lessee shall pay the Lessor interest on any moneys due but unpaid by the Lessee in terms of this Lease, such interest to be calculated at the rate of 2% (TWO PERCENT) Per Annum higher than the prime rate of interest charged from time to time by the Lessor's bankers on overdraft facilities, provided that the interest shall not be less than 10% (TEN PERCENT) per annum.
- 31.2 Such interest shall be compounded monthly from the due date for payment of the moneys in respect of which interest is chargeable until the payment of such moneys in full.

32 BREACH OF CONTRACT:

32.1 Should the Lessee:

- 32.1.1 fail to pay any amount due by it in terms of this lease on due date or
- 32.1.2 commit any other breach of any condition of this lease, whether such breach goes to the root of this contract or not, and fail to remedy that breach within a period of 7 (SEVEN) days after the giving of written notice to that effect to it by the Lessor (provided that should that breach be one which is not reasonably capable of being remedied within the said period 7 (SEVEN) days, then the Lessee shall be allowed such additional period as is reasonably required therefor), or
- 32.1.3 breach any of the conditions of the Lease and thereafter again breach any condition of the Lease (whether the same condition or not) within a period of 12 (TWELVE) months after the earlier breach aforesaid, or
- 32.1.4 commit any act of insolvency,

then and in any of such events the Lessor, without prejudice to its right to damages or to its rights to eject the Lessee from the leased Premises or to any other claim of any nature whatever that the Lessor may have against the Lessee as a result thereof, shall be entitled to:

- 32.1.5 Cancel this lease, or
- 32.1.6 be entitled to remedy such breach and immediately recover the total cost incurred by the Lessor in so doing from the Lessee.
- 32.2 While the Lessee remains in occupation of the leased Premises and irrespective of any dispute between the parties, including but not being restricted to a dispute as to the Lessor's right to cancel this lease, then-
- 32.2.1 the Lessee shall continue to pay all amounts due to the Lessor in terms of this lease on the due dates of same,

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- 32.2.2 the Lessor shall be entitled to recover and accept those payments.
- 32.2.3 the acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this lease or for damages of any other nature whatsoever.
- 32.2.4 Should the dispute between the Lessor and the Lessee be determined in favour of the Lessor, then the payments made to the Lessor in terms of this sub-clause shall be regarded as amounts paid by the Lessee on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the leased Premises.
- 32.3 In the event of the Lessor instructing its attorney to take measures for the enforcement of any of the Lessor's rights under this lease, the Lessee shall pay to the Lessor such collection charges and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to the Lessor, on demand made therefor by the Lessor.
- 32.4 If the Lessee is a company whose shares are not listed on a recognised stock exchange, no shares therein shall be transferred from its shareholders, nor may any shares be allotted to any person other than such shareholders, without the Lessor's prior written consent which, in the case of an allotment or transfer of shares which will still leave control of the Lessee with the present shareholders, or of a transfer of shares to a deceased shareholder's heirs, shall not be unreasonably withheld. Any transfer of allotment of shares effected without such consent, which consent shall not be unreasonably withheld, shall constitute a breach of the terms of this Lease by the Lessee.
- 33 LESSOR'S LATITUDE, INDULGENCE OF TIME AND EXCLUSION OF ESTOPPEL:
- 33.1 No relaxation or indulgence which the Lessor may show to the Lessee, nor any failure or neglect upon the part of the Lessor in enforcing compliance with any of the terms and conditions of this lease or any extensions granted by the Lessor to the Lessee for due observance of any of the terms and conditions hereof, shall in any way prejudice the Lessor's right hereunder, or be tantamount to a waiver thereof, and in particular, no acceptance by the Lessor of rent after due date (whether on one or more occasions) shall preclude or stop the Lessor from exercising any rights enjoyed by reason of any subsequent payment not being made strictly by the due date.
- 33.2 Further receipt by the Lessor or its agents of rental or any other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.

33.3 Should the Lessee fail to comply with any of its obligations hereunder, the Lessor may carry out such obligations on behalf of the Lessee, and recover the costs thereof from the Lessee without prejudice to any of the Lessor's other rights hereunder.

34 COMMON USE:

The Lessor and the Lessee record and agree that all the terms and conditions of the lease relating to the Premises shall relate *mutatis mutandis* to all portions of the property of which the Lessee has the common use together with other tenants.

35 VARIATION:

No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the Lessor and the Lessee or their agents.

36 SPECIAL CONDITIONS:

36.1 The Lessee shall have free beneficial occupation of the premises for the period **20 FEBRUARY 2023 to 28 FEBRUARY 2023**, provided that the Lessee has signed the Agreement of Lease and made payment of the deposit and first month's rental. The Lessee shall be responsible for the payment of all utilities during the free beneficial occupation period.

THUS DONE AND SIGNED AT LONEHILL ON THE 16TH
DAY OF FEBRUARY 2023

AS WITNESS:



LESSEE SIGNATURE
PRINT NAME: TAKAEDZA MARIMA



WITNESS SIGNATURE
PRINT NAME: MOSES MASOSE

THUS DONE AND SIGNED AT ON THE
DAY OF.....

AS WITNESS:

LESSOR SIGNATURE
PRINT NAME: _____

WITNESS SIGNATURE
PRINT NAME: _____

RESOLUTION OF THE BOARD OF DIRECTORS OF TEAM MANAGEMENT SYSTEMS (PTY) LTD t/a THE HAPPY COOK (THE LESSEE)

PASSED AT LONĒHILL ON THE 16TH DAY OF FEBRUARY 2023

IT WAS RESOLVED, RACITIFIED AND ACCEPTED THAT:

The Company enters into a lease with **IMCATOUCH (PTY) LTD** in respect of the Premises known as **PORTION OF 9 – 11, SHOP F00 - 06 SITUATED AT MAIN ROAD, MELVILLE** for a period of **3 (THREE) YEARS**, at a commencing rental of **R 21,600.00 (TWENTY-ONE THOUSAND SIX HUNDRED RAND)** per month plus V.A.T.

IT WAS AGREED FURTHER:

THAT **TAKAEDZA MARIMA** in his capacity as a **DIRECTOR** of the Company be and is hereby authorised to enter the said lease on behalf of the Company.

CERTIFIED A TRUE COPY


TAKAEDZA MARIMA
NAME OF DIRECTOR


SIGNATURE OF DIRECTOR


NAME OF DIRECTOR


SIGNATURE OF DIRECTOR

N/A
NAME OF DIRECTOR


SIGNATURE OF DIRECTOR

Completion of this document is mandatory as required by the
Property Practitioners Act 22 of 2019

MANDATORY DISCLOSURE FORM

**IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE
OR LEASE OF ANY IMMOVABLE PROPERTY**

1. **Disclaimer**

This condition report concerns the immovable property situated at **PORTION OF 9 – 11, SHOP F00 - 06 SITUATED AT MAIN ROAD, MELVILLE** (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective buyer or lessee may wish to obtain prior to concluding an agreement of sale or lease in respect of the Property.

2. **Definitions**

In this form -

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3. **Disclosure of information**

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective buyers or lessees of the Property may rely on such information when deciding whether, and on what terms, to purchase or lease the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale or to let to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale or lease of the Property.

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4. **Provision of additional information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5. **Statements in connection with Property**

	YES	NO	N / A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the defects in the septic or other sanitary disposal systems			
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property			
I am aware of boundary line dispute, encroachments, or encumbrances in connection with the Property			
I am aware that re-modelling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			

I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			
ADDITIONAL INFORMATION			

6. Owner's certification

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

7. Certification by person supplying information

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8. Notice regarding advice or inspections

Both the owner as well as potential buyers or lessees of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale or lease to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9. Buyer's acknowledgement

The prospective buyer or lessee acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.

The prospective buyer or lessee acknowledges receipt of a copy of this statement

10. Signatures

SIGNED AT THIS THE.....DAY
OF.....

Signature of Owner

Signature of Buyer or Lessee

Signature of Property Practitioner

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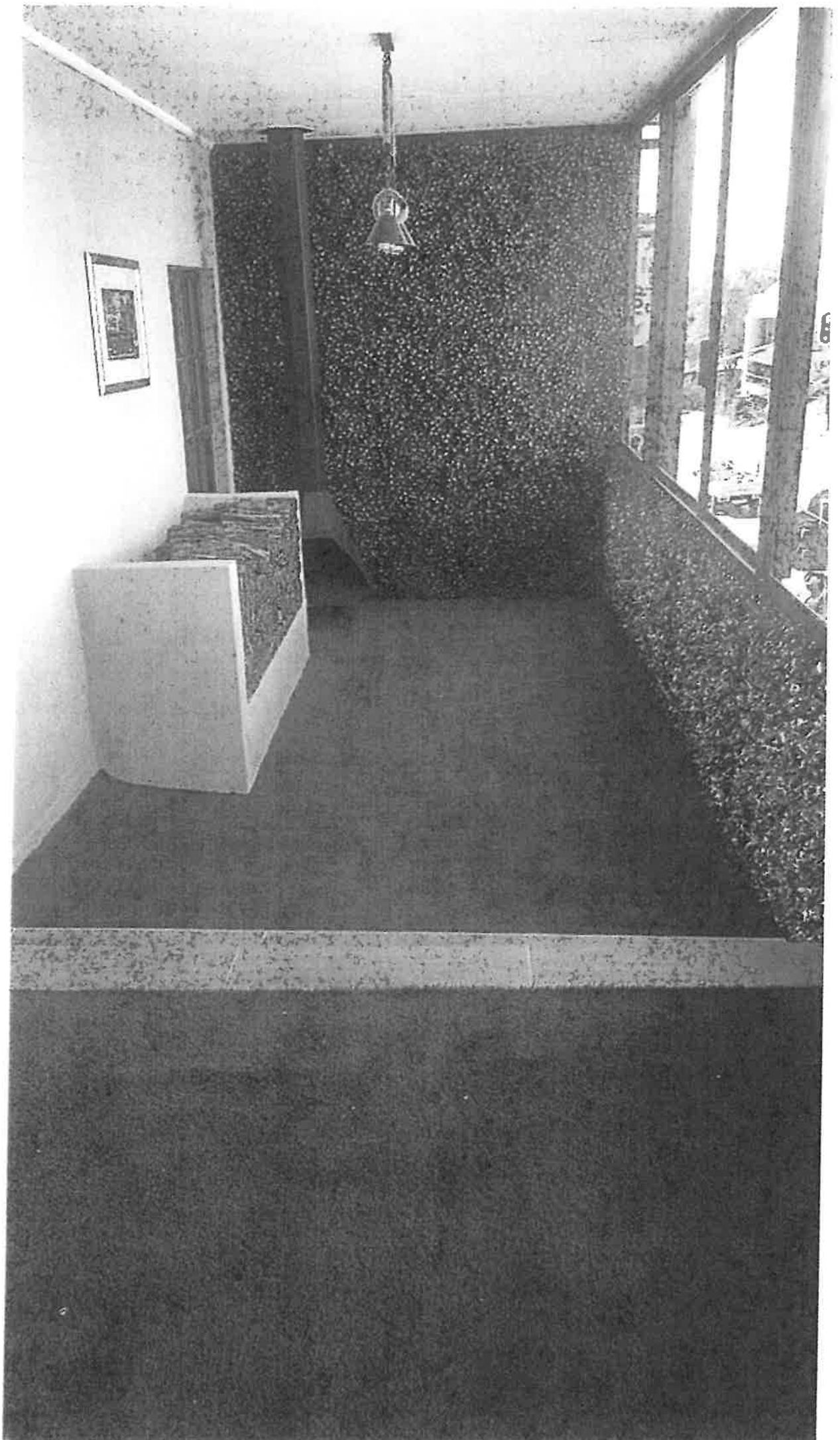


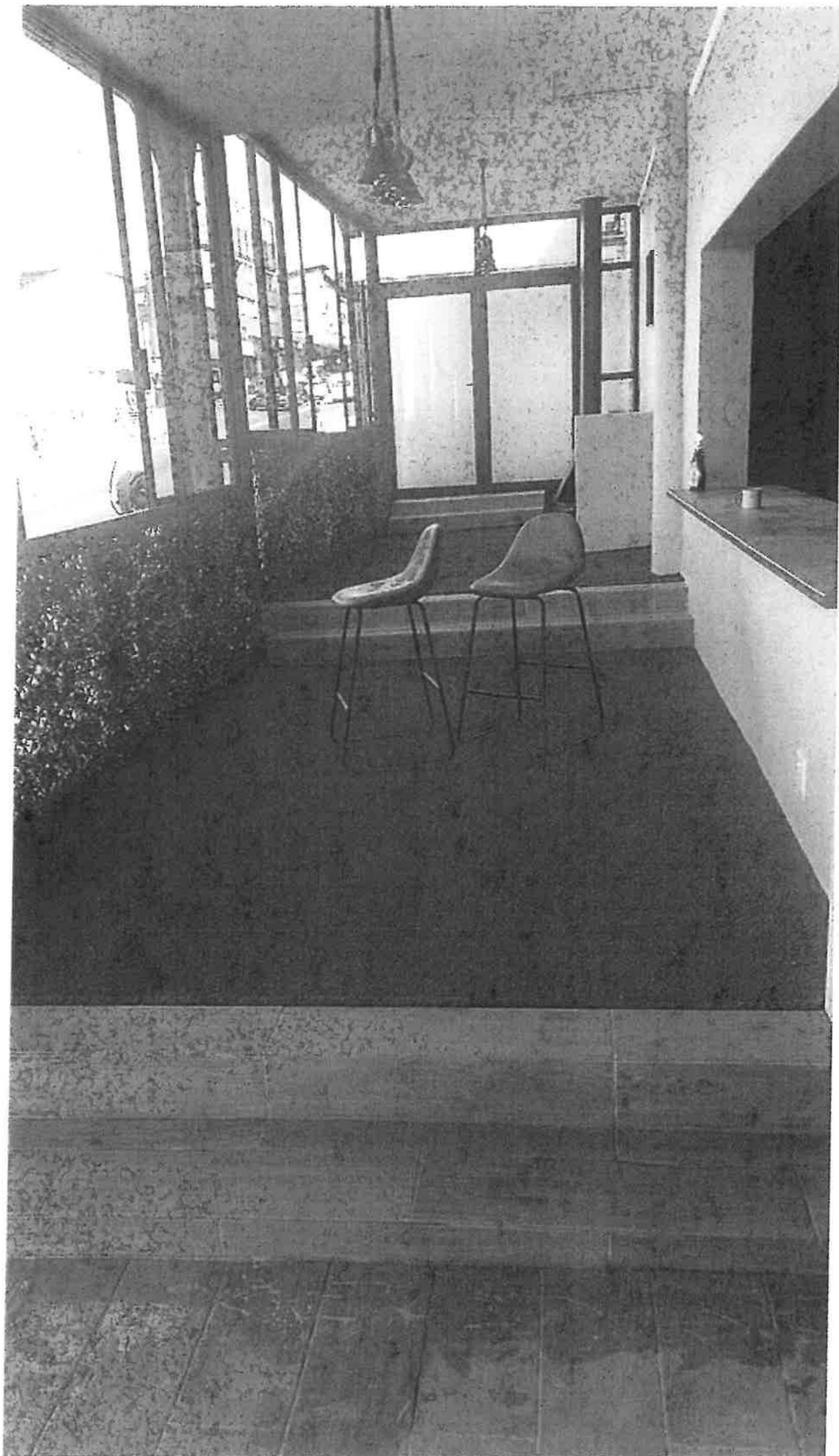


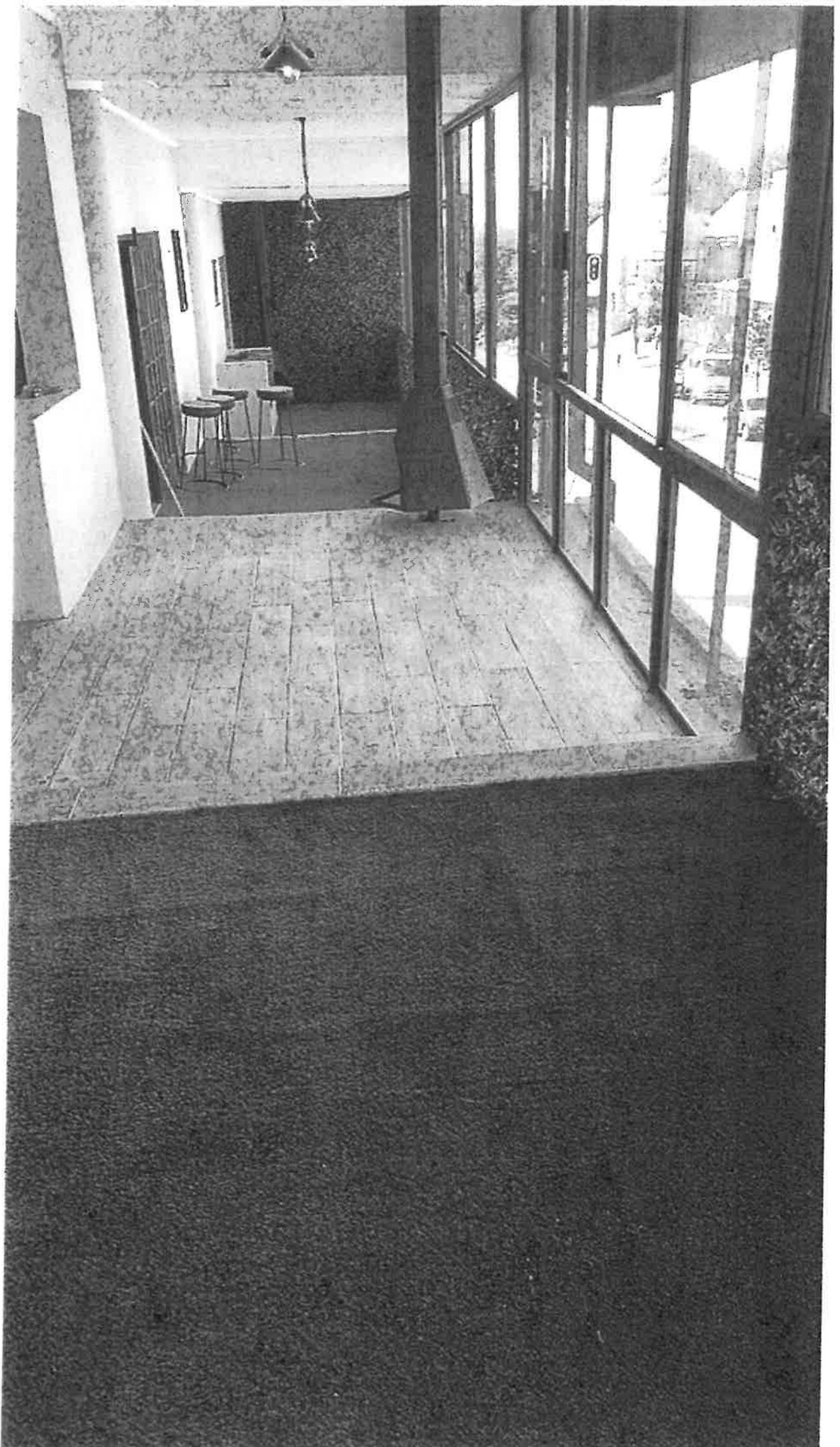




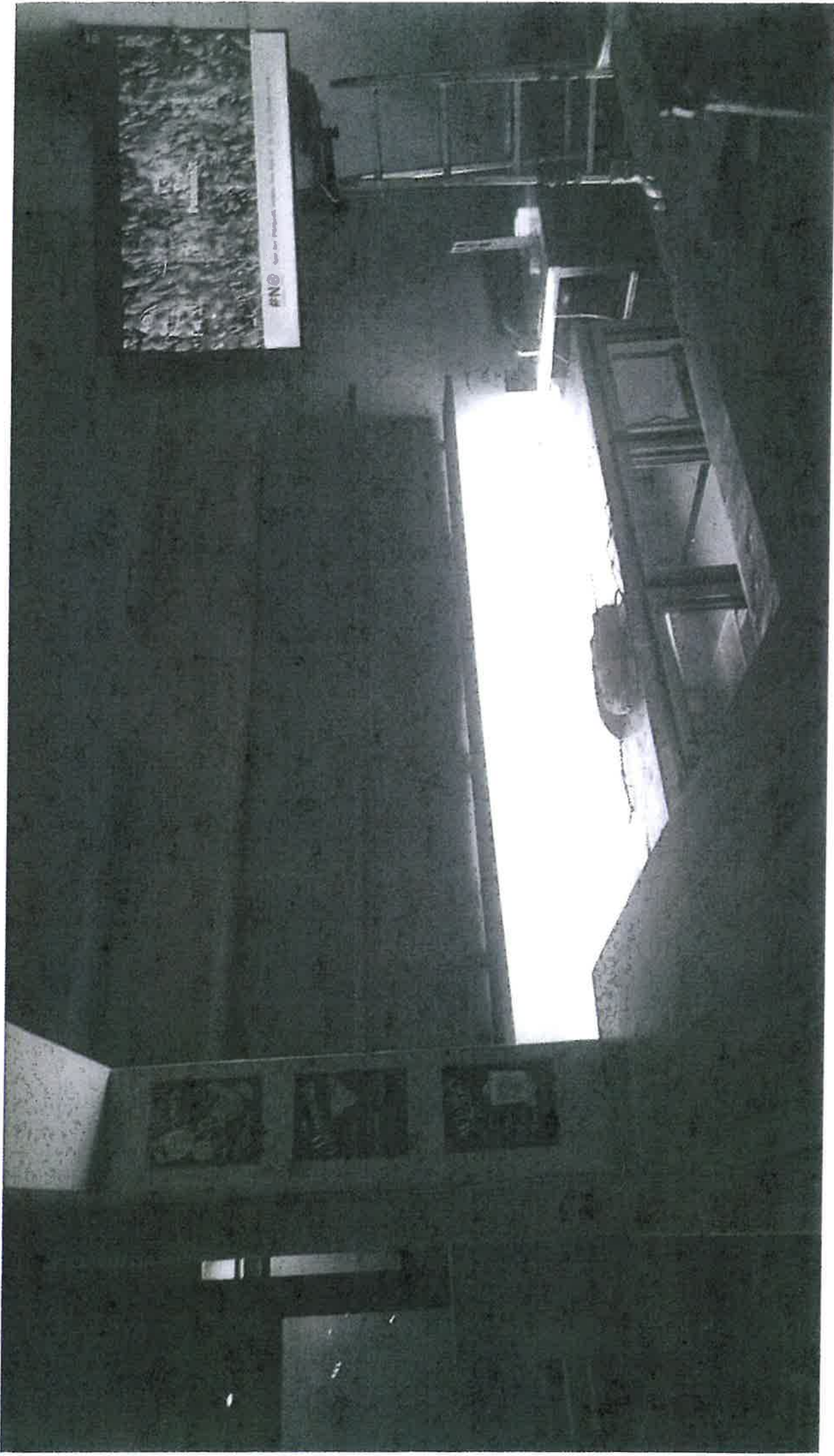














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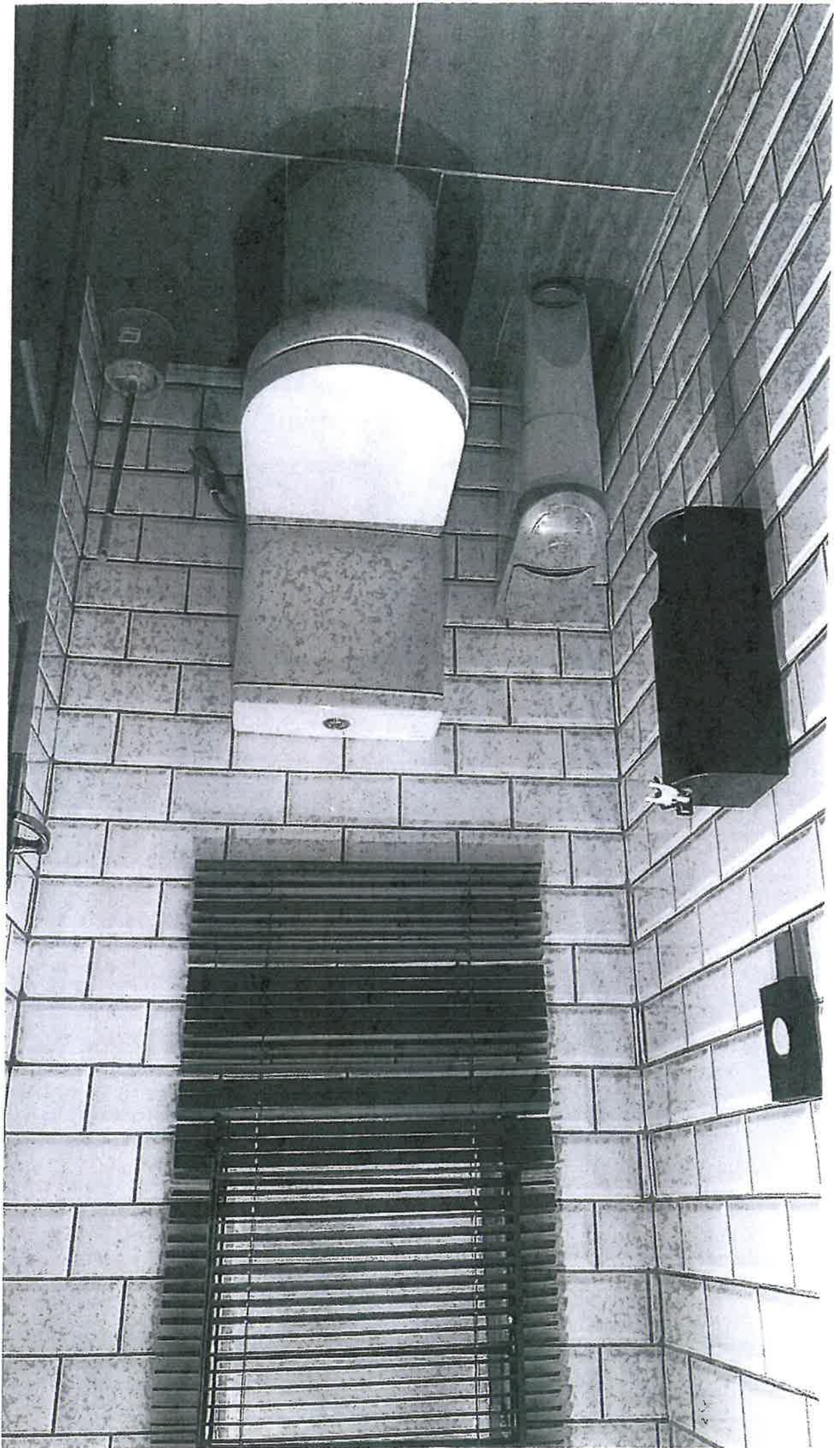


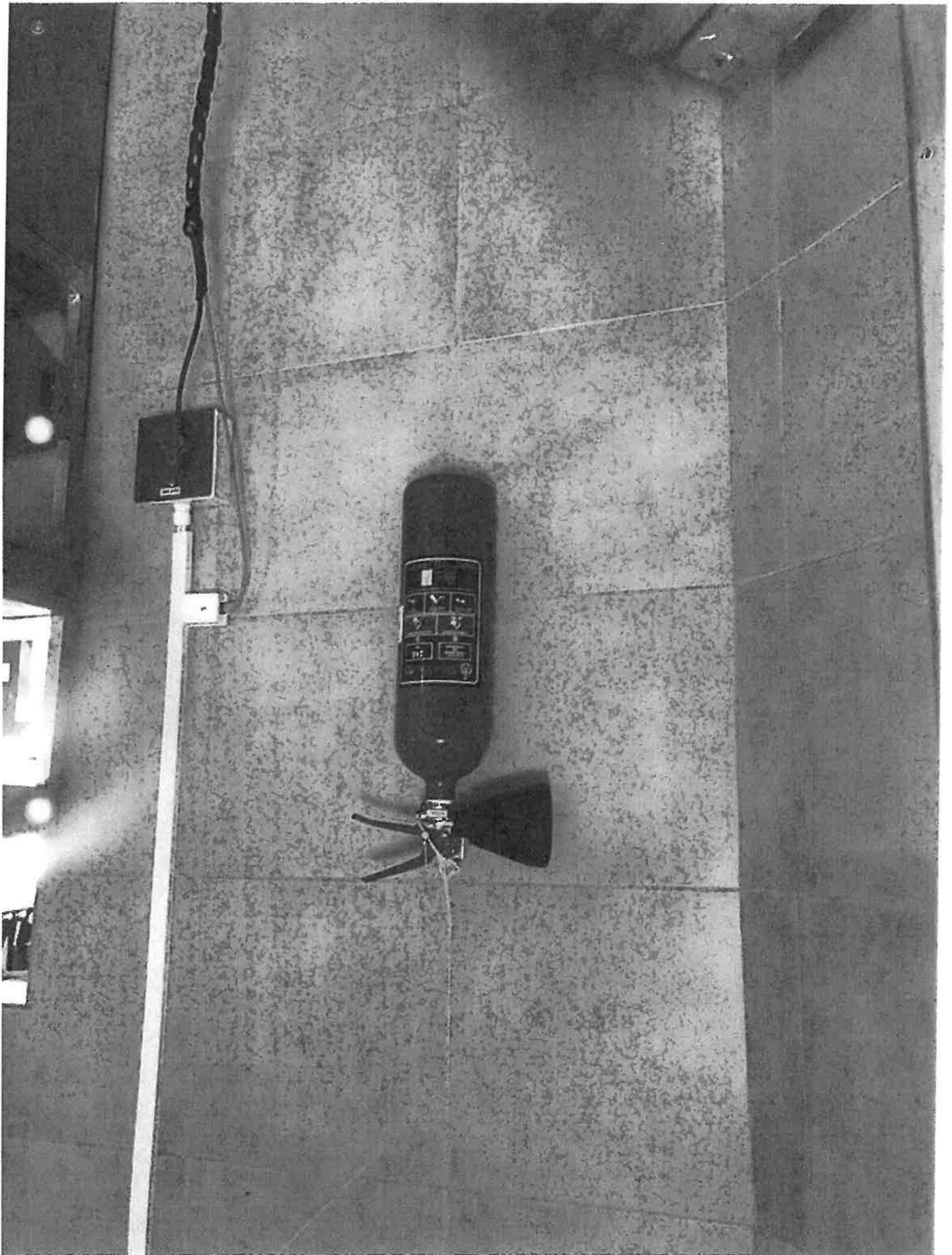
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NINETEEN45 RESTAURANT

FOOD & DRINKS MENU

Light Meals

Sandwiches

Classic Cheese & Tomato
with chips

Ham, Cheese, and Tomato
With chips

Chicken and Mayo
With chips

Wraps

Cajun chicken wrap
Cajun chicken & Avo, with tomato lettuce and mayo

Grilled rump wrap
Grilled rump with tomato and lettuce

Burger (served with chips)

Beef burger
200g patty, salad, gherkins and sauteed onions

Cheeseburger
200g patty, cheese, salad, gherkins and sauteed onions

Bacon, Cheese & Guacamole burger
200g patty, cheese, salad, gherkins and sauteed onions

Chicken burger
200g chicken breast, cheese, salad, gherkins and sauteed onions

Salads

Cajun Chicken & Avo
Grilled Cajun chicken breast with Avo, tomatoes, cucumber, on a bed of greens

Greek Salad
Cherry tomatoes, olives, onions, peppers, cucumber sprinkled with feta



DRINKS MENU

COOL DRINKS

Assortment of Soda
Assortment of Juice
Lemonade
Mineral water
Coffee
Tea

BEER

Assortment of local beer
Assortment of imported beer
Lemonade

BEER ON TAP

Castle Light
Stella Artois
Heineken

SPIRITS

Gienlivet
12 years
15 years
18 years

Remy Martin
VSOP
1738 Fine Cognac

Chivas Regal
12 years
15 years
18 years

Gin
Tanqueray
Hendricks

Johnnie Walker
Black Label
Platinum Label
Blue Label

COCKTAILS

Citrus Rose Sangria
Cosmopolitan
Sunny Havana
Pina Colada
Sparkling Campari Orange

Berry Blaze
Bloody Mary
Mojito