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Date

LIQUOR ACT, 2003

**APPLICATION FOR A LICENCE
IN TERMS OF SECTION 23**

NCW RESTAURANT



<u>DESCRIPTION OF DOCUMENT</u>	<u>ANNEXURE</u>
(i) Application	Form 1
(ii) Reply to question 3 (a) of Form 1	"A"
(iii) Reply to question 3 (b) of Form 1	"B"
(iv) Description or photos of the premises (Section 23(1)(c))	"C"
(v) Comprehensive written representations (Section 23(1)(a))	"D"
(vi) Other business to be conducted ito section 42(1)(a)	"E"
(vii) Power of Attorney and Resolution	"F1" & "F2"
(viii) Proof of Right of Occupation	"G"
(ix) Copy of Identity and Company documents	"H"
(x) Copy of menu	"I"
(xi) Zoning and Fire Certificates by Local Authority	"J"
(xii) Affidavit ito Tobacco Products Control Amendment Act	"K"
(xiii) Proof of Registration – Liquor Traders Ass. (Section 23(1)(h))	"L"
(xiv) Clearance Certificate – Receiver of Revenue (Section 23(1)(j))	"M"
(xv) Certificate of Suitability – SAP (Section 23(1)(f))	"N"
(xvi) Copy of inspectors report	"O"
(xvii) Affidavit Required to be Attached (Reg. 4(2))	"P"
(xviii) Proof of Publication of Notices and Affidavit (Section 23(1)(e))	"Q"
(xix) Plans of premises	"R"

APPLICATION: EXCLUSIVE LIQUOR CONSULTANTS AND
PREPARED BY: ARCHITECTURAL DESIGNERS CC
(MEMBER OF THE LIQUOR LICENCING
CONSORTIUM OF SOUTH AFRICA)

POSTAL ADDRESS: P O BOX 23170, HELDERKRUIJN, 1733

TELEPHONE NO AND FAX: CELL 082-445-2535/0866968828

E-MAIL ADDRESS: hannes.s@webafrica.org.za
CONTACT PERSON : J G A STEENKAMP



Absa Online: Notice of Payment

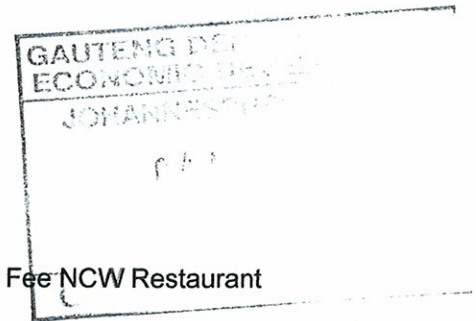
31 October 2016

Dear JOHANNES GERHARDUS ALBERTUS STEENKAMP

Subject: Notice Of Payment: GLB NEW ACC NUMBER

Please be advised that you made a payment to GLB NEW ACC NUMBER as indicated below.

Transaction number:	801E678E20-248
Payment date:	2016-10-31
Payment made from:	CHEAQUE
Payment made to:	GLB NEW ACC NUMBER
Beneficiary bank name:	FIRSTRAND
Beneficiary account number:	62309767608
Bank branch code:	262249
For the amount of:	1,500.00
Immediate interbank payment :	N
Reference on beneficiary statement:	GLB7000008218
Additional comments by payer:	License Submission Fee NCW Restaurant GLB7000008218



Please remember that the following apply to Absa Online payments to non-ABSA bank accounts.

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on 08600 08600 or +27 11 501 5110 (International calls).

If you have made an incorrect internet banking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager: Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.





APPLICATION REFERENCE NUMBER **GLB7000008218**

DOCUMENT FORMALITIES

Application Type **New Application**

License Type **Restaurant**

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



SECTION 0

Application submitted by:

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

First Name	EXCLUSIVE	Surname	STEENKAMP
Second Name	LIQUORS	Street Number	56
Street Name	SONDEREND	Suburb	HELDERKRUIN
City	ROODEPOORT	Code	1724
Mobile Phone	0824452535	Land Line	0117643259
Email Address			

LICENSE COST

AMOUNT **R 3 0 0 0 . 0 0**

PAYMENT DUE

AMOUNT **R 1 5 0 0 . 0 0**

SECTION 1 - APPLICANT DETAILS

1.1	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
1.1	Name of Business	NCW RESTAURANTS AND RESIDENCES (PTY) LTD.
	Surname of Applicant	N/A
1.2	Age of the Applicant	0
1.3	Company Registration Number	2015 / 111467 / 07
1.4	Residential Address or Registered Office Address	
	Street Number	56
	Street Name	SONDEREND
	Suburb	HELDERKRUIN
	City	ROODEPOORT



1.5	P.O. Box Number	23170
	Postal Code	1733
1.6	Business Telephone Number	0117643259
1.7	Email Address	hannes.s@webafrica.org.za
1.8	Cellphone Number	082 445 2535
Physical Address of the premises for which the liquor permit is required		
1.9	Street Number	46 MAIN ROAD
	Street Name	BOUNDED BY 10TH AVENUE AND 11TH AVENUE
	Suburb	MELVILLE
	City	JOHANNESBURG
	ERF Number	879

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
2.4	is an unrehabilitated insolvent ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.5	is a minor ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
2.6	is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4) ?	<input type="radio"/> YES <input checked="" type="radio"/> NO

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

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 ?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
2.9	is the main beneficiary under such a trust ?	<input type="radio"/> YES	<input checked="" type="radio"/> NO

SECTION 3 - GENERAL DETAILS

NO	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT
3.1	State the name, identity number and address of each person, including the applicant, who will have any financial interest in the business and in each case the nature of such interest . If the applicant is a public company, statutory institution or a cooperative as contemplated in the cooperatives ACT, 1981(ACT number 91 of 1981),it shall be sufficient if only the name and postal address of such company, statutory institution or co-operative, as the case may be, the name of such director (if any), thereof and the nature and extent of the financial interest of such company, statutory institution or co-operative are furnished and not also the interests of individual members of such company statutory institution or co-operative. <u>INPUT TABLE BELOW</u>	

	Name	Surname	Identity Number	Address	Nature Of Interest / Notes
1)	SEE ANNEXURE A	SEE ANNEXURE A	SEE ANNEXURE A	SEE ANNEXURE A	SEE ANNEXURE A

3.2	State the applicants financial interest in the liquor trade in the Republic and if the applicant is a private company, closed corporation, partnership or trust, also of every shareholder, member or partner thereof or beneficiary there under. (If the applicant or the said shareholder, member, partner or beneficiary has no such interest, this fact shall be specifically mentioned).	SEE ANNEXURE B
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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.	<input type="radio"/> YES <input checked="" type="radio"/> NO
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4	State type of liquor applicant intends selling	ALL KINDS OF LIQUOR
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In the case of an application for a micro-manufacturer's licence :-

5.1	Is the applicant a person who manufactures fermented beverages ?	<input type="radio"/> YES <input checked="" type="radio"/> NO
5.2	State the volume of liquor produced or the volume of liquor intended to be produced by the applicant per year.	0 - 500 liters



No	LIQUOR LICENCE APPLICATION REQUIREMENT	INPUT						
5.3	Describe the situation of the premises where the business is to be conducted with reference to the erf, street or farm number	<table border="1"> <tr> <td>ERF</td> <td>N/A</td> </tr> <tr> <td>Street</td> <td>N/A</td> </tr> <tr> <td>Farm number</td> <td>N/A</td> </tr> </table>	ERF	N/A	Street	N/A	Farm number	N/A
ERF	N/A							
Street	N/A							
Farm number	N/A							
6	In the case of an application for a sorghum beer license, state whether it is intended to sell beer for on consumption or off consumption	<input checked="" type="radio"/> On Consumption <input type="radio"/> Off Consumption						
7	Under what name is the business to be conducted ?	NCW RESTAURANT						
8	In which region are the premises situated ?	Johannesburg Liquor Licenses						
9	Will the applicant have the right to occupy the premises referred to in question 8 ?	<input type="radio"/> YES <input checked="" type="radio"/> NO						
10	In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.	BAR AREA AND INTERNAL AND EXTERNAL SEATING AREAS						
11.1	Is the application made in respect of premises which has not yet been erected ?	<input type="radio"/> YES <input checked="" type="radio"/> NO						
11.2	Are the premises already erected but require additions or alterations in order to make them suitable for the purpose of the proposed business ?	<input type="radio"/> YES <input checked="" type="radio"/> NO						
11.3	Are the premises already erected and in the applicant's opinion do not require additions to or alterations in order to make them suitable for such purpose ?	<input checked="" type="radio"/> YES <input type="radio"/> NO						
12	Is an application made for any determination, consent, approval or authority which could be granted by the board?	<input checked="" type="radio"/> YES <input type="radio"/> NO						
info	Furnish full details relating to the positive affirmation of the above statement: 42(1)(A)							



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 ?

YES NO



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

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

Signature of Applicant
or Authorized Person

Date

11/11/2016

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

01/11/2016

First Name(s)

[Empty box for First Name(s)]

name

[Empty box for name]

Business Address Line 1

[Empty box for Business Address Line 1]

Business Address Line 2

[Empty box for Business Address Line 2]

Business Address Line 3

[Empty box for Business Address Line 3]

Designation

[Empty box for Designation]

Area for which appointment is held

[Empty box for Area for which appointment is held]

Office held if appointment is Ex Officio

[Empty box for Office held if appointment is Ex Officio]

ALETTA PHILLIPINA NEL
48 MARTHA ROAD
FONTAINBLEAU 2184
JUSTICE OF THE PEACE
RANDBURG

ANNEXURE "A"
REPLY TO QUESTION 3(A) OF FORM 1

THE ONLY PERSONS OR BODY OF PERSONS WHO WILL HAVE A FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS LICENCE RELATES IF THE APPLICATION IS GRANTED ARE AS FOLLOWS:

- 1 THE APPLICANT WHO IS THE PROSPECTIVE HOLDER OF THE LICENCE

FULL NAME OF APPLICANT:

**NCW RESTAURANTS AND RESIDENCES (PTY)
LIMITED**

IDENTITY NUMBER OR IN THE CASE OF A COMPANY OR CLOSE CORPORATION, ITS REGISTRATION NUMBER:

REGISTRATION NUMBER **2015/111467/07**

RESIDENTIAL ADDRESS OR ADDRESS OF REGISTERED OFFICE:

**46 MAIN ROAD, BOUNDED BY 10TH AVENUE
AND 11TH AVENUE, MELVILLE, REGION B, JOHANNESBURG.**

POSTAL ADDRESS:

**C/O EXCLUSIVE LIQUOR CONSULTANTS
P O BOX 23170
HELDERKRUIJN.
1733**

AS OWNER OF THE BUSINESS AND PROSPECTIVE LICENCE HOLDER

ANNEXURE "B"

REPLY TO QUESTION 3(B) OF FORM 1

1. THE APPLICANT

NCW RESTAURANTS AND RESIDENCES (PTY) LIMITED
REGISTRATION NUMBER **2015/111467/07**

HAS NO FINANCIAL INTEREST IN THE LIQUOR TRADE IN THE
REPUBLIC OF SOUTH AFRICA SAVE FOR THE PROSPECTIVE
INTEREST IN NCW RESTAURANT, SHOULD THE APPLICATION
BE APPROVED

2. **NICOLAAS CASPARUS WILLEMSE**
A SOUTH AFRICAN CITIZEN

IDENTITY NUMER 8812205233 083

OF 46 MAIN ROAD, BOUNDED BY 10TH AVENUE

AND 11TH AVENUE, MELVILLE, REGION B, JOHANNESBURG.

IN HIS INDIVIDUAL CAPACITY HAS NO FINANCIAL INTEREST
IN THE LIQUOR TRADE IN THE REPUBLIC OF SOUTH AFRICA

ANNEXURE "C"
DESCRIPTION OF THE PREMISES
IN TERMS OF SECTION 23(1)(c)
NCW RESTAURANT

The accompanying site plans shows the exact location of the proposed premises situated at **NCW Restaurant, situated at Erf 879, 46 Main Road, bounded by 10th Avenue and 11TH Avenue, Melville, Region B, Johannesburg.**

Entrance to the proposed premises can be had through double wooden glass doors into the reception area measuring 57,7 sq.m.

The remainder of the premises will consist of two staff change rooms measuring 31 sq.m in total, staff toilet, function room 20,3 sq.m, wine cellar 11,8 sq.m, ladies and gents' toilets which consists of 54 toilet pans and 5 wash-hand basins, store room 4,6 sq.m, art gallery 21 sq.m, lounge area 36 sq.m, dining area 1 28 sq.m, dining area 82 sq.m, Barista/bar area 7,7 sq.m and outdoor seating area measuring 127.6 sq.m. Some 120 persons will be seated in the seating areas at any one time.

The kitchen measuring 41 sq.m will be equipped with stainless steel sinks, stainless steel tables, hood type dish washer, Combo steamer, boiling table, ribbed flat top griller, mobile crockery rack, 2 x 1 door freezers, wash-hand basin, pot rack, pass through with warmer beneath beneath and under bar fridges.

All cooking equipment will be placed underneath an extractor canopy.

Antique furniture will prevail throughout except in the main dining room where it will consist of

durable plastic moulded tables and chairs. Floor surfaces will consist of wooden blocks in some

places and ceramic tiles in other instances.

Walls and floors in all work places and toilets will be fully tiled. Lighting consists of chandeliers hung from painted plaster board ceilings.

The floor surface in the outside seating area will be Brick paved.

Furniture in this area will consist of cast iron tables and chairs with upholstered cushions.

Exterior view

EXTERNAL FEATURES:



Interior

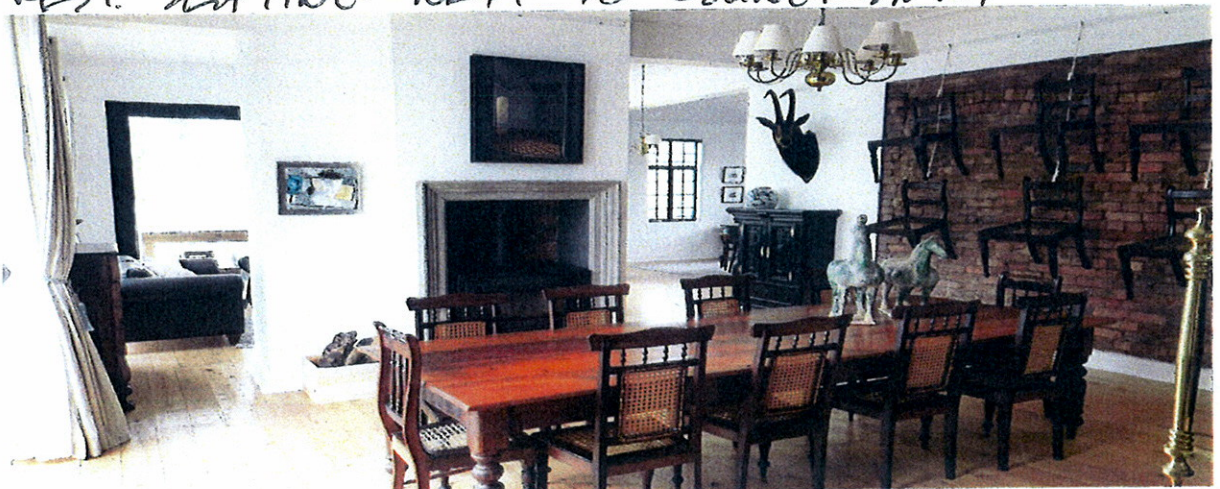
RECEPTION



RESTAURANT SEATING



REST. SEATING NEXT TO LOUNGE AREA



ANNEXURE "D"
SUMMARY OR REPRESENTATIONS IN TERMS OF
SECTION 23(1)(A)
NCW RESTAURANT

The application has been submitted to the Chairperson of the Liquor Board of the Province of Gauteng through the agency of the Secretary of the Local Committee of Johannesburg in terms of Section 23 of the Gauteng Liquor Act 2003, (Act 2 of 2003) by NCW RESTAURANTS AND RESIDENCES (PTY) LIMITED, Registration Number 2015/111467/07 for the grant of a restaurant liquor licence, in respect of a business to be conducted under the name and style of NCW RESTAURANT, situated at ERF 879, 46 MAIN ROAD, BOUNDED BY 10TH AVENUE AND 11TH AVENUE, MELVILLE, REGION B, JOHANNESBURG.

The applicant occupies the premises by means of a lease agreement, thereby confirming a right of occupation. There are no title conditions contained in the Title Deed of the relevant premises which restricts or prohibits the exercise of a liquor licence on the proposed premises. It is submitted that the applicant has and will have the necessary right of occupation to occupy the premises for the purpose of the proposed business.

The application is for a licence under Section 28(1)(a) or alternatively 28(1)(c) for the

sale and supply of liquor for consumption on the licensed premises.

In addition to the application for the grant of a restaurant or special liquor licence, authority is further sought from the Chairperson under the provisions of Section 42(1)(a) of the Liquor Act for the conducting of other business upon the premises, being principally the conducting of a restaurant and related activities.

The director and sole shareholder in the applicant occupies the premises by means of a lease agreement, hereby confirming a right of occupation.

The proposed premises are ideally located on the busy Main Road and close to the ever so well-known suburb of Melville. The premises previously consisted of a residence which had been upgraded and rezoned at a cost of 3 million rand.

A plan, description and photographs of the proposed premises submitted, confirm that the premises constitute a bona fide restaurant/on-consumption premises suitable for the purposes of the proposed business. Ample on-site secure parking is available at the premises. One section of the proposed premises conducts business as a bona fide restaurant whilst the other section of the business will be used for small meetings, seminars and an Art Gallery for the display of paintings and other artists paraphernalia and goods that can be purchased on site.

A feasibility study conducted by the applicant has proven that a need exists in the area for an on-consumption premises with the modern and upmarket style as that offered at the proposed premises. The premises will be open 7 days per week from

07h00 to 2h00 for breakfasts, lunches and dinners.

Some 300 meals are expected to be served daily at the proposed premises.

The restaurant's target clientele are:

- Local and international shoppers at the next door Melville central business district.
- The local residents of the surrounding suburbs.
- General public who wish to savour typical NCW Restaurant cuisine.
- Students from the nearby universities who frequent the Melville area.
- Companies and individuals who require facilities for specific functions, such as Christmas parties, weddings, birthdays, product launches, catering for office parties, etc.
- Local and international artists.

The director and shareholder in the applicant, was involved in the corporate and business world all his life and wish to fulfil his dream in owning his own restaurant which in future is to become a franchise organisation.

The applicant and its shareholder are not disqualified in terms of Sections 36 and 37 of the Liquor Act and have extensive experience in the corporate world and in dealing with staff and the consumer public.

It is respectfully submitted that the applicant and its shareholder, are well able to

conduct the business contemplated at the premises and that it is accordingly fit and suitable to hold a restaurant /on-consumption liquor licence.

There is no school, place of worship or residence which can in any way be affected or prejudiced by the placing and authorising of a restaurant/on-consumption liquor licence at the proposed premises. A plan description and menu of the proposed premises confirm that NCW Restaurant constitutes a bona fide restaurant suitable for purposes of the proposed business.

A bona fide restaurant/on-consumption premises, where meals are supplied regularly to patrons, as is required in terms of Section 54 of the Liquor Act, will be maintained at all times upon the premises.

In order to achieve a high quality of food service and administration the following persons are to be afforded employment opportunities at the proposed premises:-

A manager, the applicant himself, assistant manager, 2 chefs, 1 baker, 3 assistant chefs, 6 kitchen assistants, 2 scullery attendants, 1 cleaner, one dessert attendant, 1 salad attendant, 1 barman and 6 waiters.

All tables are to be laid with continental China crockery, standard stainless steel cutlery and Consul drinking glassware. Linen napkins and tablecloths will be made use of at the tables.

The proposed premises will be smart and upmarket in character, and patrons will be able to opt for a hearty feast in typical NCW Restaurant tradition guaranteed to break culinary boredom. The investment of the applicant in this is in excess of three million rand.

It is submitted that the proposed premises is suitably decorated and have the necessary equipment to meet the needs of the general public. The function of the proposed premises is essentially to attract custom with the serving of quality meals

at reasonable prices and in addition to shop for paintings and other upmarket artifacts..

The concurrent consumption of liquor with meals has developed into a conventional requirement of people who frequent restaurants and upmarket eating establishments. The success of the establishment hinges on effectively maintaining the food catering aspect of the business in conjunction with providing a distinctive service within a socially conducive atmosphere.

The dishes offered by the applicant are synonymous with the complimentary facility of a glass of wine, beer, etc., and it is submitted that the application has been lodged with the purpose of enabling the applicant to supplement its service to the general public.

Without being able to serve a selection of liquor to cater for liquor preferences, the applicant will be operating an eating establishment which will lack notably in catering for its patron's simultaneous eating and drinking requirements. There are no other similarly styled eating establishments in the immediate vicinity and this application has been lodged by having the interest of the public in mind.

The other licensed premises in the centre offers the general public the opportunity of visiting the area, in the knowledge that should one or more premises be fully occupied, they have the choice of others especially the upmarketing eating establishment of NCW Restaurant..

The applicant humbly submits that the nature of the business is within the context of restaurants which conventionally enjoy the privilege of a restaurant liquor licence and that the authority requested will be for the convenience of and to the benefit of the general public who utilise the dining facilities at NCW Restaurant.

The inability of the applicant to provide patrons with a drink will require patrons having to leave the applicant's premises after consuming a meal for the purpose of

enjoying a drink elsewhere, which would be both inconvenient and unpractical.

The applicant humbly submits that the premises will comply in all respects to function at high and competitive level as a food establishment and the following are summarised:-

- It is suitably equipped and laid out to conduct business as an upmarket food establishment where sit down meals are provided to patrons.
- The applicant has the right to occupy the premises for the purposes of a food establishment/restaurant.
- No possibility exists that the granting of the application can cause a harmful monopolistic condition to arise or to be aggravated in the liquor trade.
- The granting of the application will be in the interest of the general public in that it will cause an upliftment of food and service to the public in the area.
- No provision has been made for dance floors, stages, D J stands or any other form of entertainment which do not coincide with services offered at a bona fide restaurant.
- The proposed premises will comply in all respects with Section 54 of the Liquor Act in that sit down meals will be served regularly to patrons on a daily basis.
- The menu and general standard of food will justify the sale of liquor.
- Furniture, decor and equipment upon the premises will be suitable to conduct the business applied for.
- The approval requested is to satisfy the reasonable needs of the general

public.

- The service of all kinds of liquor are regarded by the public as an acceptable practice in establishments of this nature.
- There is no school, church or residential area which can be negatively affected or influenced by the granting of the application.
- The applicant is suitable to hold a restaurant/on-consumption liquor licence.
- Under the circumstances it is also the constitutional right of the applicant to "freely carry out the trade of its choice" and to serve the general public upon its premises to the best of its ability.

IN CONCLUSION

APPLICABLE PRINCIPLES IN LAW:

It is submitted, with respect, that the applicant is entitled to a restaurant liquor licence for its business and to fulfil in the needs of that specific section of the public patronising his business, unless there are sound reasons to the contrary.

The competent authority is referred to the provisions of Sections 22 of the Constitution of the Republic of South Africa, 1996:

Section 22:

"Every citizen has the right to choose their trade, occupation or profession freely. The practice of a trade, occupation or profession may be regulated by law".

Section 36(1):

- (a) the nature of the right;
- (b) the importance of the purpose of the limitation;
- (c) the nature and extent of the limitation;
- (d) the relation between the limitation and its purpose; and
- (e) less restrictive means to achieve the purpose".

The following decisions of the Supreme Court bears reference:

ESTATE AGENTS BOARD v LEK 1979(3) SA 1048 (AD):

" It is, of course, clear that ordinarily a person is free to carry on the trade, calling or profession of his choice. That is a right which the law recognises and protects from unlawful interference from others it can be regarded as a real right in the sense that it is an absolute right, one available and enforceable against everybody ".

**TABAKAIN v DISTRICT COMMISSIONER SALISBURY
1974(1) SA 604 (RS) ON 606E:**

"The complexities of modern society have enormously multiplied the

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

**TAYOB v ERMELO LOCAL ROAD TRANSPORTATION
BOARD & ANOTHER 1951(4) SA 440(A) ON 449 A-C:**

"The Chairman went on to suggest that the granting of an exception was not a right but merely a privilege. It almost amounts to saying that granting of an exception is the gift from the Commission or a local board.

This is a wrong approach to adopt by a statutory board which is empowered by Parliament to grant permission to carry on a trade even the humblest citizen has the right to approach such a board and he is entitled to get that permission he requires, unless there are sound reasons to the contrary".

The applicant respectfully submits that there are no known disruptive or negative factors which may influence the granting of the application for the restaurant liquor licence. The applicant will gladly comply with any reasonable requirement or condition set by the Honourable Board that will enable it to serve its patrons as a liquor licensed food establishment.

The Honourable Liquor Board is humbly requested to consider the application favourably and permit the applicant to proceed fully with its business in the interest of the general public.

ANNEXURE "E"

NCW RESTAURANT

**APPLICATION FOR APPROVAL IN TERMS OF
SECTION 42(1)(A) OF THE LIQUOR ACT, 2003
TO CONDUCT OTHER BUSINESS UPON THE PREMISES**

The applicant makes application to conduct other business in terms of Section 42(1)(a) to sell or supply newspapers, light refreshments and smoker's requisites on the licensed premises, or conduct such other business thereon as the Board may approve, subject to such conditions as he or it may think fit.

ANNEXURE "F1"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

NICOLAAS CASPARUS WILLEMSE
(Identity Number 881220 5233 08 3)

as director of the prospective holder of the license in this matter and duly authorised, do hereby irrevocably authorise J G A Steenkamp and/or Barbara Barnard as members of Exclusive Liquor Consultants and Architectural Designers CC of P O Box 23170, Helderkruin, 1733 ("our appointees") to do all such things and sign all such documents as may be required to give effect to the following applications in terms of the Gauteng Liquor Act, 2003 (Act No. 2 of 2003) in respect of **NCW RESTAURANT:**

1. Application in terms of Section 23 for a new liquor licence;
2. Application in terms of Section 31 for occational or catering permits;
3. Application in terms of Section 39 for consent for any person nominated by my appointees to procure a financial interest in and in effect to control the licenced business;
4. Application for the appointment of any person nominated by my appointees in terms of Section 40;
5. To make application in terms of Section 43 to effect structural alterations, additions or reconstruction of or to extend the licensed premises;
6. Application in terms of Section 104 for the transfer of a liquor licence.
7. To make application in terms of Regulations 3(2) and/or 20 and Sections 34 and/or 139 for copies of applications, records, licences and other documents.
8. To attend to the annual renewal of the liquor licence in terms of Section 98;
9. To do any and all such things and take any and all such actions as my appointees in their sole discretion deem fit in regard to the liquor licence;

and to do all such things as my appointees in their sole discretion may deem necessary and to sign all such documents as they in their sole discretion may deem necessary to give effect to the authorities given in this power of attorney,

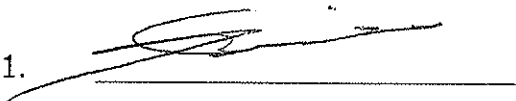


and generally for effecting the purpose, as I/we might or could or if personally present and acting herein - hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said appointees shall lawfully do, or cause to be done, by the virtue of these present.

SIGNED AT RANDBURG ON THE 1st DAY OF NOVEMBER 2016, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

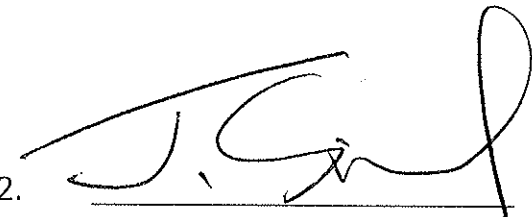
AS WITNESSES:

1.

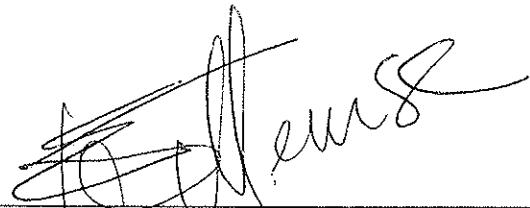


A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

2.



A handwritten signature in black ink, featuring a large loop and several horizontal strokes, positioned above a horizontal line.



A handwritten signature in black ink, consisting of a large loop and several horizontal strokes, positioned above a horizontal line.

**(SGD) NICOLAAS CASPARUS
WILLEMSE
FOR AND ON BEHALF OF:
NCW RESTAURANTS AND
RESIDENCES (PTY) LTD**

ANNEXURE "F2"

EXTRACT FROM THE MINUTES OF A MEETING OF
DIRECTORS OF NCW RESTAURANTS AND RESIDENCES (PTY)
LIMITED, REGISTRATION NUMBER 2015/11467/07
HELD AT RANDBURG ON THE 1st NOVEMBER 2016

PRESENT:

NICOLAAS CASPARUS WILLEMSE

RESOLVED:

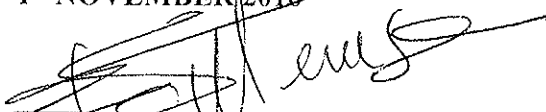
1. THAT NCW RESTAURANTS AND RESIDENCES (PTY) LTD. , shall apply in terms of Section 23 of the Gauteng Liquor Act, Act 2 of 2003, for the grant of a new liquor license in respect of its premises to trade as NCW RESTAURANT.
2. THAT NICOLAAS CASPARUS WILLEMSE in his capacity as director and shareholder of NCW RESTAURANTS AND RESIDENCES (PTY) LTD. , or Johannes Gerhardus Albertus Steenkamp and/or Barbara Steenkamp of Exclusive Liquor Consultants (our appointees) be and is hereby authorised to act on behalf of the abovementioned close corporation in the preparing, signing, lodging, processing and execution of all documents and to do all other things which may be necessary in order to give effect to the aforesaid or anything ancillary or incidental thereto.

CERTIFIED A TRUE EXTRACT FROM THE MINUTES

PLACE: RANDBURG

DATE: 1st NOVEMBER 2016

(SGD)



NICOLAAS CASPARUS WILLEMSE

OFFER TO LET

which constitutes an
AGREEMENT OF LEASE
when accepted

NCW Restaurants and Residences (Pty) Ltd
2015/111467/07

Of
92 Peeke Street, Stellenbosch, 7600

(hereinafter referred to as "the Tenant")

hereby offer to let from:

Tishay Properties CC
1999/068086/23

of
19 Sett Street, Boksburg, 1459

(hereinafter referred to as "the Landlord")

the following premises, namely:

46 Main Road, Melville, 2092

(hereinafter referred to as "the premises")

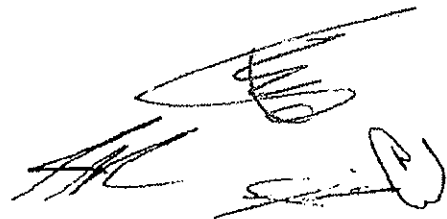
1. **ACCEPTANCE**

This offer shall become a final and binding agreement of lease upon acceptance hereof by the Landlord within thirty (30) days of signature hereof by the Tenant, without the Tenant having to be notified of same, and is irrevocable until then.

2. **COMMENCEMENT AND DURATION**

2.1 This lease shall commence on **1 September 2016** ("the commencement date") and shall endure until **31 August 2017** ("the initial period").

2.2 *Notwithstanding 2.1, this lease shall not terminate after the initial period but shall continue to endure thereafter on a month to month basis, subject to the right of either party to terminate the lease on one calendar month's notice in writing to the other party.



2.3 *Notwithstanding 2.1, the Tenant shall have the option to renew this lease for a further period of 12 months, provided that it gives the Landlord notice in writing of its intention to so exercise its option, at least two calendar months prior to the expiry of the initial period. Should the Tenant exercise its option as provided for herein, then this lease shall be renewed on the same terms and conditions, save that the monthly rental payable by the Tenant to the Landlord shall be an amount equivalent to that payable in the final month of the initial period, escalated by 5%, and save that such monthly rental shall thereafter escalate on the anniversary date by 10% per annum, and save further that the Tenant shall have no further option to renew. Should the escalation not have been specified in this clause, same shall be reckoned at 10%.

2.4 Notwithstanding 2.1, should the premises not be available for occupation by the Tenant for any reason whatsoever on the commencement date, the Tenant shall be obliged to take occupation of the premises on the date on which the premises do so become available for occupation. This shall not constitute a breach of the lease nor entitle the Tenant to claim damages and the commencement date and the initial period of the lease shall be extended for a corresponding period.

3. RENT

3.1 The monthly rental payable by the Tenant to the Landlord shall be an amount of R 32 000.00 (Thirty Two Thousand Rand) per month.

3.2 The monthly rental referred to in 3.1 is exclusive of Value Added Tax (if applicable).

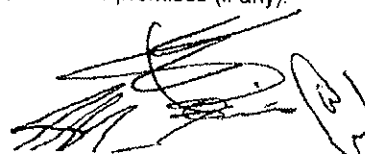
3.3 The monthly rental shall escalate on the anniversary date of this lease by 7.5% per annum.

3.4 Should the escalation not have been specified in 3.3 above, same shall be reckoned at 10%.

3.5 The monthly rental is payable monthly in advance, on or before the first day of each and every month, without deduction or set-off for any reason, into such account as the Landlord may nominate from time to time.

4. ADDITIONAL CHARGES

4.1 The Tenant shall, in addition to the monthly rental payable by it to the Landlord, pay to the Landlord the following amounts: the cost of all electricity, water, gas, refuse removal, sewerage or other such services supplied to, or consumed on, the premises (if any); any increase in the rates and taxes levied in respect of the premises, or any increase in the levies levied in respect of the premises (if any).



4.2 The amounts referred in 4.1 are payable on presentation of account, without deduction or set off for any reason whatsoever, into such account as the Landlord may nominate from time to time.

4.3 The Tenant shall, on date of its signature hereof, pay to the Landlord the stamp duty payable on this lease.

5. **DEPOSIT**

5.1 The Tenant shall, on date of its signature hereof, pay to the Landlord an amount of R 32 000.00 (Thirty Two Thousand Rand) by way of a deposit.

5.2 The deposit shall be retained by the Landlord in an interest bearing account as security for the due fulfillment of the Tenant's obligations to the Landlord in terms of this lease.

5.3 The Landlord shall be entitled without prejudice to its rights, to appropriate the deposit, and any interest thereon, in whole or in part, towards payment of any amount that may be or become payable by the Tenant to the Landlord in terms of this lease or at law. In such event, the Tenant shall be obliged to reinstate the deposit to its original amount, on demand.

5.4 The deposit shall be refunded to the Tenant, together with any interest thereon, less so much thereof as may be appropriated by the Landlord in accordance with the provisions of 5.3, upon the expiry or other termination of this lease, within fourteen (14) days of the Tenant delivering possession of the premises to the Landlord.

6. **TENANT'S OBLIGATIONS**

6.1 The Tenant shall utilize the premises only for business purposes.

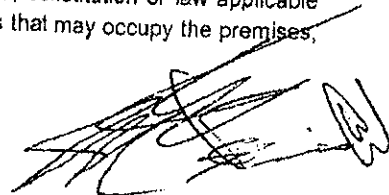
6.2 The Tenant shall not utilize the premises improperly not in a manner calculated or likely to cause damage to the premises or to constitute a nuisance to, or an interference with, the use and enjoyment of neighbouring premises or properties.

6.3 The Tenant shall comply strictly with, and shall not permit the contravention of:

6.3.1 the provisions of any statute, law, ordinance by-law or regulation;

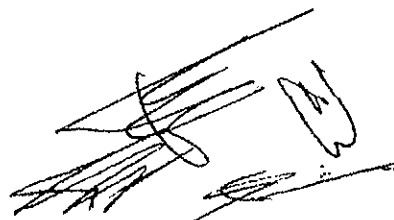
6.3.2 the provisions of any conduct rule, house rule or the constitution of any homeowner's association as may be applicable to the premises, or to the use or occupation thereof.

6.4 Should there not be any conduct rule, house rule, constitution or law applicable to the premises that limits the number of persons that may occupy the premises,



then it is agreed that the premises may be occupied by no more than _____ persons.

- 6.5 The Tenant shall be obliged to promptly repair and to maintain both the interior and exterior of the premises in good order and condition and to make good all damage thereto and to return the premises to the Landlord on the expiry or other termination of the lease, in good order and condition, fair wear and tear excepted.
- 6.6 The Tenant shall be obliged to:
- 6.6.1 Inspect the premises jointly with the Landlord prior to taking occupation thereof;
- 6.6.2 Notify the Landlord of any defects in the premises within fourteen (14) days of the commencement date, failing which the premises shall be deemed to have been in good order and condition as at the commencement date.
- 6.7 The Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions to the premises. Any alterations, improvements or additions made to the premises shall become the property of the Landlord and may not be removed from the premises upon the expiry or termination of the lease or at any other time, unless the Landlord so directs in writing, in which event the Tenant shall attend thereto at its cost. The Landlord shall not be obliged to pay any compensation to the Tenant for any alterations, improvements or additions made by the Tenant to the premises.
- 6.8 The Tenant shall not do or permit to be done, any act or thing which might result in, or constitute a breach of, any insurance policy over the premises, or in the increase of the insurance premiums payable in respect thereof.
- 6.9 The Tenant shall, for the duration of this lease, insure the contents of the premises, with a reputable insurer, for their full replacement value.
- 6.10 The Tenant shall not affix, nor permit to be affixed, any sign, advertisement or notice to the premises without the Landlord's prior written consent.
- 6.11 The Tenant shall be obliged to inspect the premises jointly with the Landlord within a period of three (3) days prior to the expiry of the lease.



7. **LANDLORD'S RIGHTS**

- 7.1 The Landlord, and/or any person authorized by him to do so, shall be entitled to enter and to inspect the premises at any reasonable time, on reasonable notice to the Tenant.
- 7.2 The Landlord shall be entitled to display a "To Let" sign on the premises from two months before the expiry of the initial period.
- 7.3 The Landlord shall be entitled to display a "For Sale" sign on the premises at any time.
- 7.4 The Landlord shall be entitled to terminate this lease in the event of the premises being sold.

8. **INDEMNITY**

The Landlord shall not be responsible for, and the Tenant indemnifies the Landlord against all claims arising out of:

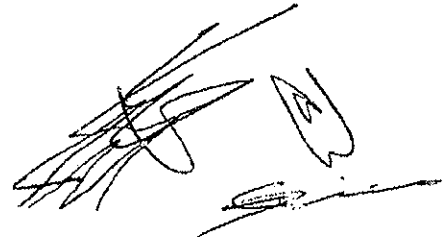
- 8.1 Any interruption in any service supplied to the premises;
- 8.2 Any loss or damage to person or property on the premises;
- 8.3 Any unsuitability of the premises for the purposes for which they are let;
- 8.4 Any disrepair of the premises, or a portion thereof, from time to time.

9. **SUBLETTING**

The Tenant shall not cede, nor transfer, nor assign, the lease, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises, without the Landlord's prior written consent.

10. **BREACH**

- 10.1 The Landlord shall be entitled, without prejudice to its other or accrued rights, to cancel this lease forthwith in the event that:
- 10.1.1 The Tenant fails to pay the rental or any other amount due in terms of this lease on due date;

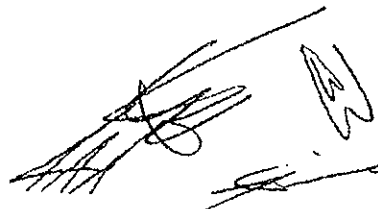


- 10.1.2 The Tenant breaches any of the other terms or conditions hereof, all of which are material, and fails to remedy same within seven (7) days from date of receipt of written notice calling upon it to rectify such breach;
- 10.1.3 The Tenant commits an act of insolvency.
- 10.1.4 There is a transfer of the shareholding or members' interest in the Tenant (if applicable) without the Landlord's prior written consent thereto.
- 10.1.5 The Tenant, being an individual, dies.
- 10.1.6 The Tenant, being a partnership, dissolves.
- 10.2 In the event of this lease expiring or otherwise terminating and in the event of the Tenant failing to vacate the premises and to redeliver possession thereof to the Landlord thereupon, the Tenant shall be obliged, for so long as it remains in occupation, to continue to pay to the Landlord an amount equivalent to the rentals and other charges as would have been payable by the Tenant to the Landlord had the lease remained in existence, which amount shall be regarded as damages for holding over.
- 10.3 Should the Tenant fail to make payment of any rental or other amount payable to the Landlord in terms of this lease on due date, the Landlord shall be entitled, without prejudice to its rights, to charge interest on such amounts at a rate of 2% above the prime lending rate from time to time of the First Rand Bank Limited.

11. **CAPACITY OF PARTIES**

Should:

- 11.1 the Tenant be a company, close corporation, trust or a principal represented herein by an agent, the person/s signing this offer on behalf of the Tenant hereby binds himself/themselves in favour of the Landlord as surety for, and co-principal debtor with, the Tenant for the due and proper discharge of all of the Tenant's obligations arising from this agreement.
- 11.2 this agreement be signed by a person acting in his capacity as a trustee for a company or close corporation to be formed, such person in his personal capacity shall be personally liable as Tenant under this agreement unless the company or close corporation is formed and fully adopts and ratifies the terms of this agreement within thirty (30) days of acceptance hereof by the Landlord and :-
- 11.2.1 shall until the proposed company or close corporation is formed and fully adopts and verifies this agreement, be and have the rights and obligations of the Tenant hereunder; and



11.2.2 never the less binds himself by his signature hereto as surety and co-principal debtor in solidum, jointly and severally with such company or close corporation in favour of the Landlord, for the due fulfillment of all the obligations of such company or close corporation arising herefrom.

11.3 the Tenant consist of more than one person or party, their liability to the Landlord in terms of this lease shall be in solidum.

12. DOMICILIUM CITANDI ET EXECUTANDI

12.1 The parties hereto respectively choose *domicilia citandi et executandi* at their respective addresses as set out in the preamble hereto for the delivery of all notices and the service of all process arising out of this agreement.

12.2 Any notice delivered by one party to the other at the addressee's *domicilium citandi et executandi*, shall be deemed to have been received by the addressee on the date of delivery.

13. GENERAL

13.1 This agreement constitutes the entire agreement between the parties and no variation, amendment or cancellation hereof shall be of any force or effect unless reduced to writing and signed by all parties.

13.2 Any latitude, relaxation, indulgence or extension of time which may be allowed by the Landlord in respect of any matter or thing that the Tenant is bound to perform or observe in terms of this lease, shall not under any circumstances be deemed to be a waiver of the Landlord's rights at any time. The Landlord is entitled, without notice, to require strict and punctual compliance with each and every provision or term herein.

13.3 In this agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing business shall include corporate bodies.

13.4 The Tenant acknowledges that this offer to let and its consequences have been explained and that it is fully aware of all of the implications hereof.

13.5 The Landlord gives no warranty and makes no representations in regard to the premises nor does the Landlord warrant that the premises will be fit for any purpose and the Tenant acknowledges having inspected the premises prior to taking occupation thereof.

13.6 A certificate under the hand of the Landlord as to the indebtedness of the Tenant to the Landlord, shall be *prima facie* proof of the Tenant's indebtedness to the Landlord.

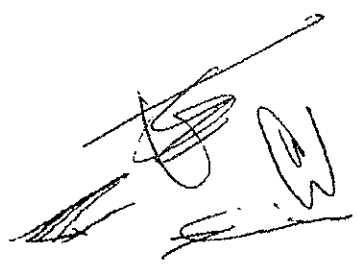
13.7 In the event that the Landlord takes legal action against the Tenant because of a breach by the Tenant of its obligations in terms of this lease, the Tenant shall be liable for all legal costs incurred by the Landlord on the scale as between attorney and client including, without limitation, collection fees, tracing fees and fees of counsel as on brief.

13.8 The Landlord shall, at its election, be entitled to institute action out of any Magistrates' Court exercising jurisdiction over the Tenant's person, notwithstanding that the amount of its claim would otherwise have exceeded the jurisdiction of the court.

13.9 The Tenant hereby authorizes the Landlord to furnish credit information concerning the Tenant to any credit bureau, or to any credit provider seeking trade references concerning the Tenant; and to request information concerning the Tenant from any credit bureau, or from any credit provider, in order for the Landlord to conduct a credit assessment or affordability assessment in respect of the Tenant and/or to trace the Tenant.

14. SPECIAL CONDITIONS

~~_____~~
~~_____~~
~~_____~~
~~_____~~

Handwritten signature and initials, possibly 'S W' and 'S W', with a large scribble above them.

THIS DONE AND SIGNED BY THE TENANT ON 01 DAY OF August 2016.

AS WITNESSES:

1. [Signature]

2. _____

[Signature]
FOR AND ON BEHALF OF TENANT

NICOLAAS WILLEMSE
FULL NAMES
Member
CAPACITY

THIS DONE AND ACCEPTED BY THE LANDLORD ON 01 DAY OF August 2016.

AS WITNESSES:

1. [Signature]

2. [Signature]

[Signature]
FOR AND ON BEHALF OF LANDLORD

HENRIK WILLEMSE
FULL NAMES
Member
CAPACITY

[Signature]