Liquor Licence Forn

in terms of Equer act 200

APPLICATION REFERENCE NUMBER GLB7000011421

Application Type New Application License Type Restaurant Applicant Natural Person Non-Natural Person (Trust, Company, Partnership or Close Corporation)

SECTION O

SECTION O				
Application submitte	ed by:			
I am the applicar	nt 🔘 og I am, a consultant	: / agent, submitting	on behalf of the applicant 🕡)
First Name	ОТТО	Surname	WOLF	LIC
Second Name	KARL	Street Number	PO BOX 1048	AMOUNT
Street Name	ROOSEVELTPARK	Suburb	ROOSEVELTPARK	
City	JOHANNESBURG	Code	2129	PAY
Mobile Phone	.0834373573	Land Line	0114776438	AMOUNT
Email Address	liquorwolf@gmail.com			

LICENSE COST

AMOUNT R 4 5 0 0 . 0 0

PAYMENT DUE

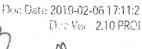
AMOUNT R 2 2 5 0 . 0 0

SECTION 1 - APPLICANT DETAILS

NC.	LIQUOR UCENCE APPLICATION REQUIREMENT	rd ·	GAUTENBUDEPARTMENT
1.1 N	Name of Business	FLASHING INVESTN	GAUTENBUDEPARTMENT CONOMIC DEVELOPMENT
	Surname of Applicant	N/A	0 1 MAR 2019
1.2	Age of the Applicant	0	U I MAK ZUIS
1.3	Company Registration Number	2017/526081/07	GALLENG LIGHT
	Residential Address or Registered Office Address	make the contract of the contr	GAUTENG LIQUOR BOARD
	Street Number	SHOP 102+10	3
1.4	Street Name	SHOP 102 AND 103	, MELVILLE CORNER
	Suburb	CORNER 4TH AVEN	UE AND MAIN ROAD, MELVILLE
	City	MELVILLE	PAGE

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Liquor Licence Forn in terms of Equor act 200

1.5	P.O. Box Number	PO BOX 1048, ROOSEVELTPARK
1	Postal Code	2129
1.6	Business Telephone Number	0833821529
1.7	Email Address	chandrasgeda7@gmail.com
1.8	Cellphone Number	083 382 1529
	Physical Address of the premises for which the liquor required	permit is
	Street Number	SHOPS 102 AND 103, MELVILLE CORNER
1.9	Street Name	CORNER 4TH AVENUE AND MAIN ROAD
1,3	Suburb	MELVILLE
	City	JOHANNESBURG
	ERF Number	SHOPS 102 AND 103

SECTION 2 - APPLICANT ENVIRONMENT

IS THE APPLICANT A PERSON WHO:-

No.	LIQUOR LICENCE APPLICATION REQUIREMENT	li li	NPUT
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?	YES	⊘ 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?	YES	⊘ NO
2.3	is not domiciled in the Republic?	YES	⊘ NO
2.4	is an unrehabilitated insolvent?	YES	⊘ NO
)5	is a minor ?	YES	⊘ NO
2.6	is the spouse of a person contemplated in questions (2.1), (2.2), or (2.4)?	YES	⊘ 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	IN.	IPUT	100
2.7	has a controlling interest in such a company, closed corporation or trust?	YES	⊘ NO	-

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Liquor Licence Forn

in terms of Equor act 200

	is a partner in such	a partnership?			YES	NO NO		
2.9	is the main benefic			YES	⊘ NO			
ECT	ΠΟΝ 3 - GENERAL	DETAILS			A			
Mo	1 000	OR LICENCE APPLIES	JION REQUIREMENT		The Art Service Standing and Art Service Servi	Secretaria de la compansión de la compan	INPUT	
3.1	institution or a consufficient if only the be, the name of sustatutory institution	operative as content operative as content operative and postal operative and in each director (if any), on or co-operative a	d address of each ase the nature of some plated in the cooper and the nature of and the nature furnished and not in the the nature furnished and not in the the nature furnished and not in the nature of th	euch interes peratives AC company, sta ture and ext ot also the in	t. If the applic T, 1981(ACT r atutory institu	cant is a punumber 91 Sition or co- Ancial inter	of 1981),its	ny, statutory shall be as the case m
	Name	Surname	Identity Number	Ac	ldress	Natu	re Of Intere	st / Notes
1	1) SEE ANNEXURE H	SEE ANNEXURE H	SEE ANNEXURE H	SEE ANNEX		SEE ANNE		or / Notes
L	Republic and if the corporation, partne	applicant is a priva ership or trust, also o	t in the liquor trade te company, closed of every shareholde	f r, member				
3.2	Republic and if the corporation, partner or partner thereof	applicant is a priva ership or trust, also or or beneficiary there	te company, closed of every shareholde under. (If the applic	r, member cant or the	SEE ANNEXU	JRE H		
	Republic and if the corporation, partner or partner thereof cosaid shareholder, make interest, this fact shall have a see of an approximation of the consumption of the corporation of the consumption of the corporation of t	applicant is a prival ership or trust, also on or beneficiary there nember, partner or the all be specifically manufaction for a liquor or micro manufaction	te company, closed of every shareholde under. (If the application has no shentioned).	r, member cant or the uch	SEE ANNEXU	JRE H	√ No	
3.2	Republic and if the corporation, partner or partner thereof cosaid shareholder, minterest, this fact shall have case of an ap	applicant is a prival ership or trust, also on or beneficiary there nember, partner or the all be specifically manufaction for a liquor or micro manufaction	te company, closed of every shareholde under. (If the application has no shentioned).	r, member cant or the uch	SEE ANNEXU		√ No	
3.3	Republic and if the corporation, partner or partner thereof cosaid shareholder, make interest, this fact shall have a see of an approximation of the consumption of the corporation of the consumption of the corporation of t	applicant is a prival ership or trust, also on or beneficiary there nember, partner or the all be specifically manufaction for a liquo or micro manufaction or micro manufaction.	te company, closed of every shareholde under. (If the applic beneficiary has no s mentioned). or store licence, sorg sturer's licence is the	r, member cant or the uch	SEE ANNEXU	YES	√ No	•
3.3	Republic and if the corporation, partner or partner thereof cosaid shareholder, mainterest, this fact shall the case of an appropriate of the case of an appropriate of the case of an approximation of the case o	applicant is a prival applicant is a prival applicant in the reserved application for a liquon or micro manufacturor or the agent.	te company, closed of every shareholde under. (If the application of t	nr, member cant or the uch ghum beer e applicant		YES	√ No	
3.3	Republic and if the corporation, partner or partner thereof of said shareholder, mainterest, this fact shall have case of an apport off-consumption a manufacturer of light state type of liquor	applicant is a prival applicant is a prival applicant in the person beneficiary there nember, partner or building all be specifically mapplication for a liquor or micro manufacturor or the agent. Applicant intends section for a micro-relation for a micro-relat	te company, closed of every shareholde under. (If the application of t	or, member cant or the cant		YES	√ No	

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Liquor Licence Form

TVC		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	ERF SEE PARAGRAPHS 1.4 AND 1.9 Street SEE PARAGRAPHS 1.4 AND 1.9
		Farm number SEE PARAGRAPHS 1.4 AND 1.9
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	On Consumption Off Consumption
7	Under what name is the business to be conducted?	THE BRAZENHEAD - MELVILLE
8	In which region are the premises situated ?	lohanna kuma ki ma
()		Johannesburg Liquor Licenses
9	Will the applicant have the right to occupy the premises referred to in question 8 ?	YES NO
10	In the case of an on consumption license state in which portion of the premises the sale of liquor will take place.	AS DEPICTED ON THE ATTACHED PLAN
11.1	Is the application made in respect of premises which has not yet been erected?	YES 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?	✓ YES NO
O'nfo	the date on which such erection, additions on APPROVAL OF CONDITIONS will be commenced with	TIONAL AUTHORITY
pue	the period which will be required for the erection, additions to or alterations APPROXIMATELY 2 MONT	HS
1.3	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?	YES NO





Liquor Licence Forn in terms of figuer acr 200

12	Is an application made for any determination, consent, approval or authority which could be granted by the board?	YES NO
info	Furnish full details relating to the positive affirmation of the above statement: SECTION 42(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

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Liquor Licence Forn

in terms of Fouor act 200

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

A						
Hantersel	 	 	 	 _	-0	

Date 2019-02-23

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 2019-01-23
First Name(s)	
Surname	——————————————————————————————————————
Business Address Line 1	Full Name : MARIUS BRUWER Address : 186 MAIN ROAD, NEWLANDS. Designation: WARRANT OFFICER
Business Address Line 2	Office held appointment is Ex Officio: REPUBLIC OF SOUTH AFRICA
Business Address Line 3	SOUTH AFRICAN POLICE SERVICE PHO SPECIFIC CRIME GAUTENG
Designation	2019 -02- 2 3
Area for which appointment is held	SPECIFIC CRIME GAUTENG PHO SOUTH AFRICAN POLICE SERVICE
Office held if appointment is Ex Officio	DESCRIPTION OF THE PROPERTY OF

PROOF OF PAY MENT OF REGI-STRATION FEES



Absa Online: Notice of Payment

27 February 2019

Dear MNR OK WOLF

Subject: Notice Of Payment: Gauteng Liquor Board

Please be advised that you made a payment to Gauteng Liquor Board as indicated below.

Transaction number:

80192EE9E4-1500

Payment date:

2019-02-27

Payment made from:

Savings account

Payment made to:

Beneficiary bank name:

Gauteng Liquor Board

FIRSTRAND

Beneficiary account number:

62309767608

Bank branch code:

255005

For the amount of:

2,250.00

Immediate interbank payment:

GLB7000011421

Reference on beneficiary statement: Additional comments by payer:

GAUTENG LIQUOR 50, FIRST REGISTRATION FEE: THE BRAZEN

GAUTENG DEDAR

MELVILLE: GLB7000011421

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 but may not be credited to the beneficiary's bank account at the same time.

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.

[©] Copyright. Absa Bank Limited, Registration Number 1986/004794/06. All rights reserved © Kopiereg. Absa Bank Beperk, Registrasie Nommer 1985/004794/05. Alle regte voorbehou

ADVERTISEMENTS IN TWO NEWSPAPERS IN TERMS OF SECTION 24(1) OF THE LIQUOR ACT

PROVINCIAL GAZETTE, EXTRAORDINARY, 27 FEBRUARY 2019

No. 57 17

- (6) *.
- (7) *.
- (8) *.

SOWETO.JOHANESBURG

- (1) LERATO SELLO.
- (2) SENAOANE LIQUOR STORE.
- (3) 9108155414081.
- (4) ERF 1933, MABALANE STREET, SENAOANE, SOWETO, JOHANNESBURG.
- (5) LIQUOR STORE LICENSE.
- (6) PRIMROSE PRIMARY SCHOOL.
- (7) LIQUOR CITY; PICK N PAY; RAINBOW LIQUOR STORE; VALUE LIQUOR CELLAR; TOPS @ SPAR; NEW HEAVEN LIQUOR STORE.
- (8) ALL SAINTS ANGLICAN CHURCH; METHODIST CHURCH; NEDERDUITSE GEREFORMERDE KERK; UCKG; FRIENDS COMPASSION MINISTRIES.

JOHANNESBURG CBD

- (1) JEAN BOVARD MIBE.
- (2) BOVARD BOTTLE STORE.
- (3) 7202116084182.
- (4) ERF 4879,36 CLAIM STREET, JOHANNESBURG.
- (5) LIQUOR STORE.
- (6) 1.,
- (7) NONE.
- (8) 1.

JOHANNESBURG - MELVILLE

- (1) FLASHING INVESTMENTS (PTY) LTD.
- (2) BRAZENHEAD MELVILLE.
- (3) 2017/526081/07.
- (4) SHOP 102 AND 103, MELVILLE CORNER SITUATED ON THE CORNER OF 4TH AVENUE AND MAIN ROAD, MELVILLE.
- (5) RESTAURANT LIQUOR LICENSE.
- (6) To the best of the applicant's knowledge: Sparrow Foundation School, Johannesburg School for the Blind, Children of Fire, Melpark Primary School, Educational Program Centre, Melville Montessori, Orban School, Auckland Park Academy of Excellence, Auckland Park Preparatory School, Auckland Park Campus of Biochemistry Department and University of Johannesburg Athletics Track...
- (7) To the best of the applicant's knowledge. Asia House, Pizza Del Forno Melville, Steers (All in the Boulevard Centre Melville); Chesanyama; Bean Tree Cafe; Koljander Home Industry Melville; Paul's Tavern; Esbayeni Meat Lounge; Stones; Ocean Basket; Bismillah Restaurant Melville (All within a 500 metre radius) The Countess; HIA Eats; Romans Pizza Auckland Park; Wimpy Campus Square; Rocomamas; Nando's; Pizza e Vino; Xai Xai; Hell's Kitchen; Poppy's; Jo-Ann Melt Bar; Six Cocktail Bar; Ratz Bar Melville; De La Creme Melville; Melville Grill Lounge; Bread and Rosses; Lucky Bread; Bambanani; Melville Steak House; Vape Hookah Lounge and Restaurant; Ideal Cafe and IT Corner, Del FornoPizza Pasta and Grill (All between 500 metres and one kilometre away)...
- (8) Rivonia SDA Church, Apostolic Faith Mission, The Potters House Melville, Melville Methodist Church, Heritage Baptist Church, Every Nation Church...

JOHANNESBURG - MELVILLE

- (1) FLASHING INVESTMENTS (PTY) LTD.
- (2) BRAZENHEAD MELVILLE.
- (3) 2017/526081/07.
- (4) SHOP 102 AND 103, MELVILLE CORNER SITUATED ON THE CORNER OF 4TH AVENUE AND MAIN ROAD, MELVILLE.
- (5) RESTAURANT LIQUOR LICENSE.
- (6) To the best of the applicant's knowledge: Sparrow Foundation School, Johannesburg School for the Blind, Children of Fire, Melpark Primary School, Educational Program Centre, Melville Montessori, Orban School, Auckland Park Academy of Excellence, Auckland Park Preparatory School, Auckland Park Campus of Biochemistry Department and University of Johannesburg Athletics Track...

PLAN OF PREMISES

DESCIPTION OF PREMISES AND PHOTOGRAPHS

DESCRIPTION OR PHOTOGRAPHS OF PROPOSED PREMISES IN TERMS OF SECTION 23 (C)

LOCATION

The proposed premises will be situated at shop 102 and 103, MELVILLE CORNER on the coirner of Main Road and 4th Avenue, Melville.

The area of Melville where the proposed premises is to be situated can be better described as a commercial area with various other retail outlets which includes restaurants as stated in the newspaper advertisements in the attached envelopes.

The area of Melville where the proposed premises is to be situated is predominantly a business area as opposed to the many other restaurants in 7th Street, Melville where many residential houses are located.

Diagonally across the road from the proposed premises is shopping centre that houses a Superspar Supermarket and a Tops @ Spar liquor store.

Main Road, Melville where the proposed premises is to be situated is a main arterial that later extends into Beyers Naude Drive with traffic flowing from Auckland Park to Honeydew from South to North and *visa versa*.

Although there are various other restaurant liquor licensed businesses in the same catchment area as the proposed restaurant there are no other restaurants with the same trading nature as the proposed restaurant.

With regard other similar licensed premises within a 500 meter radius of the proposed restaurant the applicant quotes the following Supreme Court judgment :

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

THE RESTAURANT ITSELF

The honorable Board is referred to the attached photographs and plan of the premises as well as the attached menu.

Because the proposes premises is not yet completed the applicant attaches a set of photographs of another Brazenhead Restaurant which are completed and fully functional.

Once completed the proposed premises will be furnished and shop fitted in the very same manner as Brazenhead restaurant on the color photographs.

Once completed accordance with the plan submitted with this application the proposes premises will afford proper and adequate accommodation for the purposes of a restaurant.

The restaurant will seat its patrons on wooden chairs at a combination of square and round wooden top tables.

The applicant's restaurant will be supported because it will be totally different to any other restaurant business in the same business node and the trading nature of this restaurant will not be similar as any other restaurant in the same target area.

The restaurant will be a high class establishment and only the best materials, furniture, crockery and cutlery will be used.

ENTRANCE

Upon entering the premises at the main entrance one will immediately be in the dining area of the proposed restaurant.

The dining area, food preparation area and toilet facilities for both males and females will all be situated on the proposed premises.

The entrance to the preparation area will be from the main dining area.

PHOTOGRAPHS

Because the proposes premises is not yet completed the applicant attaches a set of photographs of another Brazenhead Restaurant which are completed and fully functional.

Once completed the proposed premises will be furnished and shop fitted in the very same manner as photographs of another Brazenhead restaurant.

PREPARATION AREA

Utensils that will be used in the preparation area will consist of a potwash sink, stainless steel dumping tables, upright fridge, underbar fridge, pot rack, dry rack, griller, industrial stoves etc.

The dining area, food preparation area and toilet facilities for both males and females will all be situated on the same premises.

The entrance to the preparation area will be from the main dining area.

FINISHES

The entire dining area floor will vary from screed plaster and ceramic tiles.

The walls and floor in the preparation will be painted plaster.

The walls in the dining area will be painted plaster.

The ceiling of the premises will be a pressed ceiling.

Tables in the dining area will be a combination of square and round wooden top tables with wooden chairs.

Crockery will be a combination of standard Chinese porcelain and ceramics and cutlery is be stainless steel.

Also attached to this application is a full menu that will be available at the restaurant.

TOILET FACILITIES

Toilet facilities for ladies and gentleman will be situated on the premises as depicted on the attached plan of the premises.

SERVICES OFFERED AND SECTOR OF THE MARKET

The applicant director will serve only breakfast and lunch at the restaurant and although the trading nature will differ from any other restaurant in the area, the services offered will not be similar to that of any other restaurant in the same business node.

The applicant director intends operating the business of a bona fide restaurant with a full a la carte menu as attached to this application.

The applicant director will draw her clientele from the surrounding residents, businesses and shoppers to the area.

CONCLUSION

As can be clearly seen from the attached plan and photographs, the applicant's premises will more than adequately meet the requirements of the honorable Board for the granting of a restaurant liquor license and because healthy competition is the cornerstone on which the current Liquor Act is based, the applicant wishes to compete on equal footing with other proposed restaurants in the same business node.

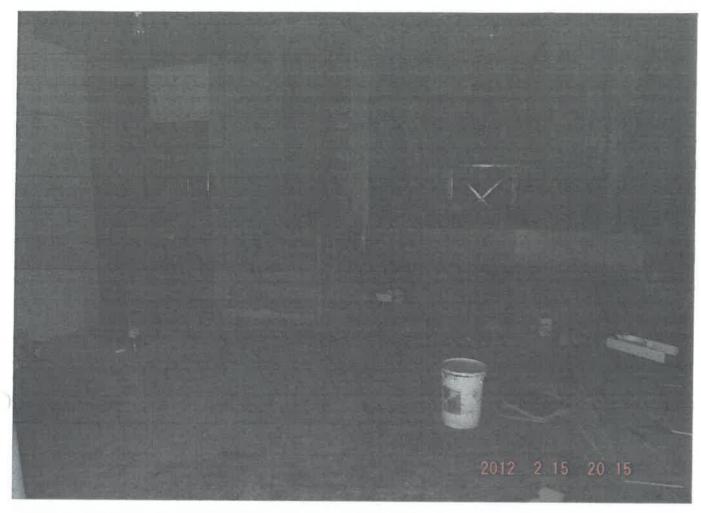
THESE PHOTOGRAPHS IS OF THE PROPOSED PREMISES IN ITS CURRENT STATE.

IT IS EVIDENT THAT THE PROPOSED PREMISES IS STILL UNDER CONSTRUCTION.

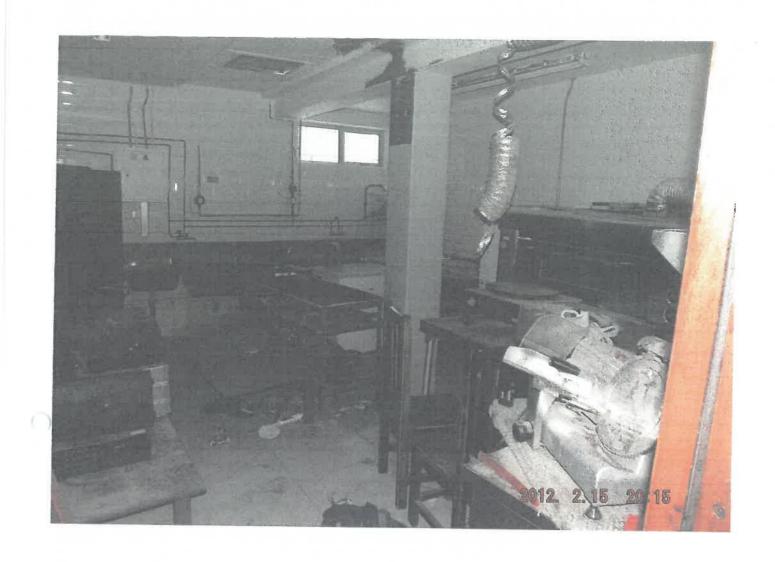




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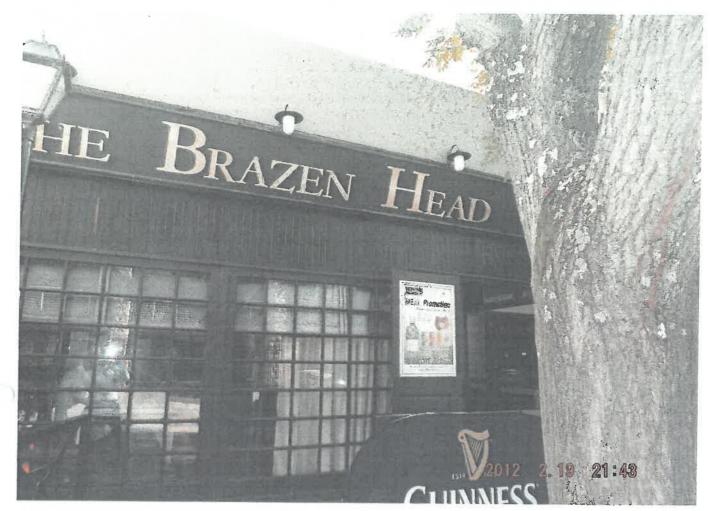


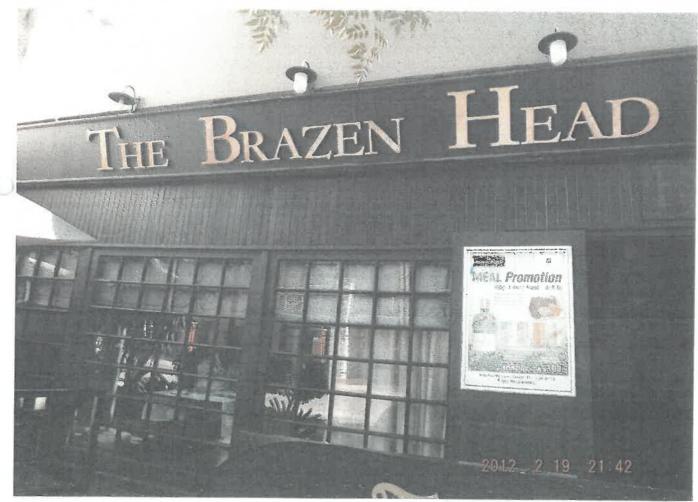


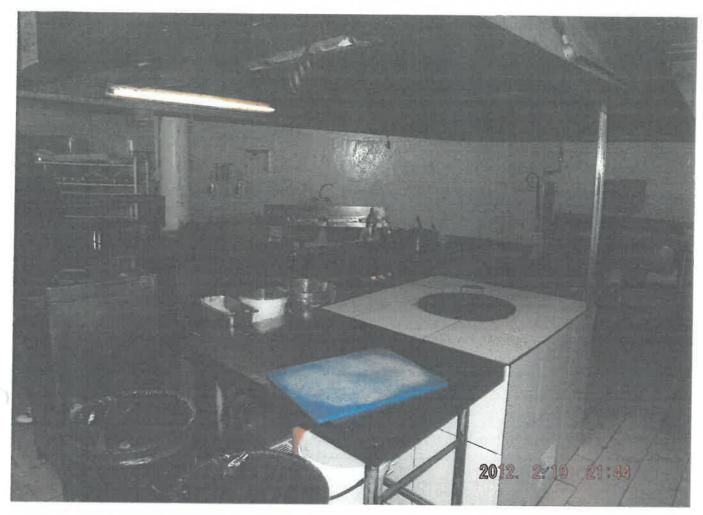


THESE PHOTOGRAPHS IS OF ANOTHER BRAZENHEAD RESTAURANT.

WHEN COMPLETED THE PROPOSED PREMISES WILL BE SHOPFITTED IN THE SAME MANNER AS ON THESE PHOTOGRAPHS





















WRITTEN REPRESENTATIONS

COMPREHENSIVE WRITTEN REPRESENTATIONS IN TERMS OF SECTION

NATURE OF APPLICATION

This application is brought to the Minister of Trade and Industry via the agency of the secretary of the local committee of the Johannesburg Liquor Affairs for a restaurant liquor license terms of Section 23 of the Liquor Act by the applicant company FLASHING INVESTMENTS (PTY) LTD with registration number 2017/526081/07 and its sole director who's particulars appears on annexure H of this application.

RIGHT OF OCCUPATION

The applicant director has the right of occupation by virtue of the attached signed lease agreement.

SECTION 23 (4) OF THE LIQUOR ACT

Section 23 (4) of the Liquor Act states that applications for tavern, pool club, pub, liquor store and night club liquor licenses 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.

The Board's attention is drawn to the fact that this is an application for a restaurant liquor license and not a tavern, pool club, pub, liquor store or night club liquor license. Therefore Section 23(4) of the Act is not applicable to this application.

From the attached menu the Board will notice that the applicant intends operating as a bona fide restaurant and not a Pub, Tavern, Night Club, Pool Club or Liquor Store.

The applicant director intend operating the business of a bona fide restaurant and after all probability the premises will only be open from early morning until early in the evenings.

NEED AND CONVENIENCE (THESE UNDER MENTIONED HIGH COURT RULINGS HAD NOT BEEN REPEALED)

The question of need and convenience has received the attention of the Supreme Court in the matter of Anesh Naidoo versus Chairman of the Liquor Board (as first respondent) and Luin Investments C.C. (as second respondent)

This judgment was delivered on the 25^{th} of November 1995 in case number 15470/95 by Mr. Le Roux J.

In his reasons for refusal of the application, the first respondent, being the Chairman of the Liquor Board, said the following: "Although a liquor license at the proposed premises would have been more convenient to the general public to a certain degree, any considerations of convenience were canceled by the fact, on the one hand, that no need for an additional liquor store was shown or alleged to exist and by the fact on the other hand that there was no indication that the service of the existing need by other liquor store licenses was so inconvenient that consideration of convenience must outweigh consideration of need."

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

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

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

In another court case is was stated that, ".....even assuming that there are too many liquor outlets in the area, the laws of supply and demand forecast that the

store most likely close would be the one which serves the least purpose or is least efficiently run......"

In the Supreme Court case Riach v Liquor Licensing Board Rhodesia 1969 (1) SA 342 AT 344 the learned judge remarked, "......the control over the sale of liquor under the Act was introduced for the protection of the public and not for the financial benefit of persons fortunate enough to have been granted the privilege of selling intoxicating liquornever the intention to......make the sale of liquor a closed field and by doing so confer protection from competition on a privileged class of trader....."

THE APPLICANT

The applicant is the company FLASHING INVESTMENTS (PTY) LTD with registration number 2017/526081/07 and its sole director who's particulars appears on annexure H of this application.

The applicant director is a South African citizen with permanent residence in the Republic.

The applicant director has not been disqualified in terms of Section 36 of the Liquor Act.

CONCLUSION

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

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

PUBLIC INTEREST

In this case as well as Kemp versus Republican Press (Pty) Ltd. 1994 (4) SA 261 (OKD) the following aspects were also considered, namely whether a need exists, if it would be

convenient to the public, whether the safety and welfare of the broader public would not be endangered, that it would not cause a degeneration of health and hygiene, that the present order and morals would not be negatively influenced and that it would not disturb the peace and tranquility people are enjoying in the surrounding area.

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

In addition, the facility may be regarded as essential as there is no other onconsumption liquor license with the same trading nature in the area.

Although numerous other facilities are found in the same target area non of the other restaurants has the same trading nature as the proposed restaurant.

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

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

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

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

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

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

SUITABILITY OF PREMISES IN TERMS OF THE LIQUOR ACT.

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

submits, appears from the representations.

- 1. That the applicant has the right to occupy the premises in order to conduct the business of a restaurant liquor license.
- 2. That the proposed premises will provide accommodation for the purpose for which the authority is applied for.
- That the sale and consumption of liquor at the proposed premises will not detrimentally effect the right of a place of worship, school or residents residing in close proximity.
- 4. The applicant submits that it would be in the interest of the public if the relevant authority is granted by the honourable Board for the following reasons:
- 4.1 A bona-fide restaurant is to be conducted.
- 4.2 The premises will afford suitable accommodation for conducting a restaurant liquor license.
- 4.3 The applicant director is a person capable of exercising control required for the granting of a restaurant liquor license.
- The granting of the authority applied for is reasonably required to satisfy prospective patrons to the restaurant and will enable the applicant director to provide her patrons with a proper and convenient service.

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

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

SUPPLICATION:

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

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

SUPREME COURT JUDGMENTS (THESE UNDER MENTIONED HIGH COURT RULINGS HAD NOT BEEN REPEALED)

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

The following pass judgments substantiates these rights of an individual:

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

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

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

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

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

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

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

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

THE LICENSE HOLDER

COR39



- member of the attractions

Date: 15/08/2018

Our Reference:

9135030856

MOHMED FAISAL HASSAM E-mail: SEC@MFHCA.CO.ZA P O BOX 14544 LAUDIUM PRETORIA 0037

RE: Amendment to Company Information

Company Number: 2017/526081/07

Company Name:

FLASHING INVESTMENTS (PTY) LTD

We have received a COR39 (Notice of change of company directors) from you dated 15/08/2018.

The COR39 was accepted and placed on file.

The following change was effected to Director/Secretary/Officer:
Director NAVISHA MUNESSAR HARIPERSAD was added

The following change was effected to Director/Secretary/Officer:
Director ABOOBAKER MOHAMMED SACOOR details was Changed

Yours truly

Commissioner: CIPC

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za. The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and tratellactual Property Commission of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA
Call Centre Tel 086 100 2472, Website www.cipc.co.za



Certificate issued by the Companies and Intellectual Property Commission on Thursday, August 16, 2018 07:00 Certificate of Confirmation



Companies and Intellectual Property Commission

+ member of the about

Registration number

2017 / 526081 / 07

Enterprise Name

FLASHING INVESTMENTS (PTY) LTD

Enterprise Shortened Name

None provided.

Enterprise Translated Name

None provided.

Registration Date

27/11/2017

Business Start Date

27/11/2017

Enterprise Type

Private Company

Enterprise Status

In Business

Financial year end

February

Main Business/Main Object

BUSINESS ACTIVITIES NOT RESTRICTED.

Postal address

PO BOX 14544 LAUDIUM PRETORIA GAUTENG 0037

Address of registered office

282 JEWEL STREET

LAUDIUM PRETORIA GAUTENG 0037



The Companies and Intellectual Property Commission of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA

Cell Centre Tel 086 100 2472, Website www.clpc.co.za

Certificate issued by the Companies and Intellectual Property Commission on Thursday, August 16, 2018 07:00 Certificate of Confirmation



Companies and intellectual Property Commission

- mention of the stripidary

Registration number

2017/526081/07

Enterprise Name

FLASHING INVESTMENTS (PTY) LTD

Auditor Name

MFH CHARTERED ACCOUNTANTS INC

Postal Address

P O BOX 14203 LAUDIUM

PRETORIA

Designated Auditor

Name

HASSAM MOHMED FAISAL

Postal Address

Active Directors / Officers

Surname and first names

ID number or date of birth

Director type

Appointment date Addresses

HARIPERSAD, NAVISHA MUNESSAR

8302080179080 Director

15/08/2018

Postal: 13 KOMATI AVENUE, SANDTON, GALLO MANOR X 2, GAUTENG, 2191 Residential: 13 KOMATI AVENUE, SANDTON, GALLO MANOR X 2, GAUTENG, 2191



The Companies and Intellectual Property Commission

of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa, Docex 256, PRETORIA

Call Centre Tel 086 100 2472, Website www.cipc.co.ze

SPECIAL POWER OF ATTORNEY

I, the undersigned

NAVISHA MUNESSAR HARIPERSAD

do hereby nominate, constitute and appoint

OTTO KARL WOLF

with power of substitution to be my lawful agent and in my name, place and stead to attend to the application on my behalf for a restaurant liquor license in terms of Section 23 of the Liquor Act with regard to:

THE BRAZENHEAD (MELVILLE)

and generally for affecting the purpose aforesaid, to do or cause to be done, whatsoever shall be requisite, as fully and effectual, to all intents and purposes, as I might or could do as personally present, and acting herein, hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my agent shall lawfully do or cause to be done, by virtue of these presents.
*
Given under my hand NAVISHA MUNESSAR HARIPERSAD on this 23 Lday of
Λ_{1}
in the presence of the undersigned witnesses.
1
p- 1

RESOLUTION

Resolution of a meeting of the director of the company FLASHING INVESTIGENTS (PTY) LTD with registration number 2017/526081/07 held at the company in the company of the company FLASHING at the company of the company FLASHING at the company of the company FLASHING at the company of the company of the company FLASHING at the company of the company of

Present: NAVISHA MUNESSAR HARIPERSAD

RESOLVED:

- 1. That the company apply in terms of Section 23 of the Liquor Act, Act 2 of 2003 for a restaurant liquor license with regard to THE BRAZENHEAD MELVILLE.
- 2. That OTTO KARL WOLF be authorized and instructed to do such application, appear before the Liquor Board or appoint a representative on behalf of the applicant and sign any documentation on behalf of THE BRAZENHEAD MELVILLE pertaining to such application in terms of Section 23 of the Liquor Act.
- That OTTO KARL WOLF be authorized to sign all documents and to do all such things as may be necessary to effect the application in terms of Section 23 of the Liquor Act.
- 4. That NAVISHA MUNESSAR HARIPERSAD be authorized to sign all documentation for and on behalf of the applicant company in respect of the application in terms of Section 23 of the Liquor Act.

NAVISHA MUNESSAR HARIPERSAD

(Hankerson

POLICE CLEARANCE

RE: CONDONATION FOR LATE SUBMISSION OF POLICE CLEARANCE CERTIFICATE

On lodgment, this application was not accompanied by a police clearance certificate due to the circumstances explained below and the applicant applies for condonation for this omission in terms of Section 40 of the Liquor Act.

The applicant applied for a police clearance certificate on 20 February 2019 but the police department dealing with police clearance certificates has a huge amount of police clearances to process and applications for liquor license has to fall in the queue.

Because costs has already been incurred to submit the application it will be a fruitless expenditure to re-submit the application as result of a the omission of a police clearance certificate.

Once the relevant police clearance certificate is obtained same will be delivered to the Board without any further delay.

It is respectfully submitted that the application substantially complies with the Act and that this explanation also substitutes a substantial compliance in respect of the requirement for a police clearance certificate.

The Applicant does not expect the Board to consider this application without the said police clearance certificate being in place, but merely requests the Board to condone the fact that it was not attached to this application when the application was lodged.

Obviously the Honorable Board cannot grant a liquor license in vacuo.

The required certificate will be submitted within the very near future and before the application needs to be considered by the Local Committee or the Board for consideration.

It will not be cost effective to re-submit this application.

Accordingly it is in the interest of justice, but also the requirements of the National Liquor Act, 59 of 2003, in respect of Provincial legislation and procedures that the same should be cost effective and it is prayed that this application for condonation is granted.

The applicants respectfully requests the Board to grant at least 6 weeks more to sort out his police clearance certificate.



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NOTICE OF PERSONAL PARTICULARS

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

NOTICE OF CHANGE OF ADDRESS

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

I.D. No. 830208 0179 080 S.A.CITIZEIN

HARIPERSAD

NAMISHA MUNESSAR MOREGRAINES

SOUTH AFRICA

2011-07-19

ISSUED BY AUTHORITY OF THE DIRECTOR GENERAL YONE AFFAIRS

Certified as a true copy of the original

OTTO KARL WOLF COMMISSIONER OF OATHS JOHANNESBURG BUSINESS ADDI FO BOX 25, GREYMONT, 27, 5 REF 9/1.9.2 EAT EO 23 03/2005

to all relevant parties.

BEWAS VAN BETALING / BROOF OF BAYMENT

ONIVANISIE NR/IPKING NR: 96021403

EGEL V ONIVANCSIE KWITANSIE NR/FURROSE RECEIPT NR: 19399686

DATUM/DATE; 2019-02-20

EGNETGE/ENEFICIAY: NAVISHA M HARIEFRAD

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TAX CLEARANCE CERTIFICATE



Tax Clearance Certificate Number:

0700/2/2019/A002674257

Tax Clearance Certificate - Good Standing

Enquiries 0800 00 SARS (7277) Approved Date 2019-02-06 Expiry Date 2020-02-06

Company registration number 2017/526081/07

income Tax 9617087185

FLASHING INVESTMENTS (PTY) LTD

VAT

4450280476

FLASHING INVESTMENTS (PTY) LTD

Trading Name FLASHING INVESTMENTS

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

SMOKING AFFIDAVIT

NAVISHA MUNESSAR HARIPERSAD DECLARES UNDER OATH

1.

I am the sole director in the application in terms of Section 23 of the Liquor Act for a restaurant liquor license at THE BRAZENHEAD situated SHOP 102 AND 103, MELVILLE CORNER SITUATED ON THE CORNER OF 4th AVENUE AND MAIN ROAD, MELVILLE

2.

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

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

3.

I know and understand the contents of this declaration.

I have no objection in taking the prescibed Oath.

I consider the prescribed Oath as binding to my conscience.

NAVISHA MUNESSAR HARIPERSAD

Commissioner of Oaths

Full names

Address

Republic of South AFRICA

Certify that the deponent has acknowledged that she knows and understands the contents of this this declaration was swom before me this day of and the deponents signature was placed thereon in my presence.

Commissioner of Oaths

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

Designation : Republic of South Africa

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

SOUTH AFRICAN POLICE SERVICE
PHO SPECIFIC CRIME
GAUTENG

2019 -02- 23

SPECIFIC CRIME GAUTENG
PHO

SOUTH AFRICAN POLICE SERVICE

CERTIFIED COPY OF I.D.

NOTICE OF PERSONAL PARTICULARS

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

NOTICE OF CHANGE OF ADDRESS

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

I.D. No. 830208 0179 080

ROPENAMES

2011-07-19

ISSUED BY AUTHORITY OF THE DIRECTOR-GENERAL HOME AFFAIRS

Cortified as a true cosy of the original

OTTO KARL WOLF COMMISSIONER OF OATHS JOHANNESBURG BUSINESS ADDRESS: F 2 BOX 25, GREYMONT, 20: 5, REF 9/1/8/2 DATED 23/03/2005.

S.A.CITIZEN

NAVISHA MUNESSAR

LAWFUL OCCUPATION



Chorus Letting (PTY) LTD

(2015/043638/07)

AGREEMENT OF LEASE (COMMERCIAL)

made and entered into by and between

Lokal One (PTY) Ltd (Reg no - 2016/144460/07)

(hereinafter called the "Landlord") of the first part

Represented herein by in his/her/their capacity as **Director** who warrants that he is duly authorized

and

Name: Flashing Investments (PTY) Ltd
ID Number / VAT registration Number: Reg no - 2017/526081/07

(hereinafter called the "Tenant") of the second part in his/her/their capacity as **Tenant** who warrants that he/she/they is/are duly authorized

The Landlord hereby lets to the Tenant who hereby hires the Premises described herein on the terms and conditions set out in the Schedule and General Conditions.

	SCHEDULE				
1	NAME OF BUILDING	Melville Corner			
2	ADDRESS OF BUILDING	C/o Main & 4 th Avenue			
3	PREMISES	Melville Corner			
4	THE LEASE PERIOD	5 Years with option to renew for further 5 years Access Date :15 th November 2018 Commencement Date: 15 th November 2018 Termination Date :15 December 2023			

Lease ver. 197.01, 2018

Page 1 of 23



5	RENTAL AND	5.1 Monthly Gross Rental R43 200.00 (Incl VAT)			
ı	CHARGES				
		(From Commencement Date to Termination Date, escalating on each anniversary by			
		8% compounded).			
7 - 7 - 17 - 17 - 17 - 17 - 17 - 17 - 1		15 November 2018 - 14 October 2019 -R43 200.00 (Incl VAT)			
		15 October 2019 - 14 October 2020 -R46 656.00 (Incl VAT)			
		15 October 2020 - 14 October 2021 - R50 388.00 (Incl VAT)			
1	** *** *** *** *** *** *** *** *** ***	15 October 2021 - 14 October 2022 - R54 419.00 (Incl VAT)			
	14 8 8 8 9 1 1 1 2 2	15 October 2022 – 15 December 2023 – R58 772.00 (Incl VAT)			
		5.2 Municipal Charges			
1					
		In addition to the monthly rental set out in 5.1 above, the Tenant will be liable for payment of its metered (or prepaid if applicable) electrical and water billing.			
I		5.3 Rates, Refuse & Sundries			
		The Tenant will be liable for his/ her portion of Rates, Refuse and Sundries according to billing from municipality. These billings is payable monthly. These rates may vary from time to time.			
l	Advisor Assess	5.4 Tenant's Proportionate Share			
	CTL TRANSPORT	The Tenant's proportionate share as at the commencement date, as envisaged in			
	and the state of t	clause 3.2.2 of the General Conditions of Lease, is R43 200.00 (Incl VAT)			
6	PURPOSE FOR	Restaurant			
	WHICH PREMISES				
	ARE LET				
7	DOMICILIUM	Chorus Letting (PTY) Ltd			
CITANDI ET EXECUTANDI OF		131 Greenway			
		Greenside 2193			
	LANDLORD				
8	DOMICILIUM	Shop 2 & 3			
	CITANDI ET	Melville Corner			
	EXECUTANDI OF TENANT	C/o Main and 4 th Avenue Melville			
9	ADMINISTRATION	R1 300.00			
	COSTS				
10	DEPOSIT /	R86 400.00			
GUARANTEE					
11	PARKING	R500.00 payable per month			
12	ANNEXURES	"A" LOCATION PLAN			
	FORMING PART OF	"B" ELECTRONIC FUNDS TRANSFER			
	THIS LEASE	"C" DEED OF SURETYSHIP			
		"D" RESOLUTION CERTIFICATE "E" FICA DOCUMENTS			
13	SPECIAL	Lease escalation of 8% per year (every year 01st November) for 5 years with as			
	CONDITIONS	option to renew for a further 5 years as noted in the breakdown in the clause 5.1.			



CONTENTS

CLAUSE	CONTENT
1.	DEFINITIONS
2.	LEASE PERIOD
3.	RENTAL AND CHARGES
4.	SERVICES
5.	USE OF PREMISES
6.	ALTERATIONS & ADDITIONS
7.	MAINTENANCE
8.	LANDLORD'S RIGHT OF ENTRY
9.	INSURANCE
10,	LIABILITY
11:	LIABILITY OF PARTNERS
12.	SUBLETTING AND CHANGE IN CONTROL
13.	TENANT'S GENERAL OBLIGATIONS
14.	DAMAGE OR DESTRUCTION
15.	RE-BUILDING AND RELOCATION
16.	BREACH
17.	PAYMENT OF RENTAL AND CHARGES AT EXPIRY OR IF CANCELLATION IS DISPUTED
18.	MONTHLY EXTENSION UPON EXPIRY
19.	NOTICES
20.	WHOLE AGREEMENT
21.	ADMINISTRATION COSTS
22,	DEPOSIT
23.	CHANGE OF BUILDING NAME
24.	VALUE ADDED TAX (VAT)
25.	AGENT'S COMMISSION
26.	SUCCESSORS IN TITLE
27.	ACCESS TO THE PREMISES

Lease or 00 ft 2018 Page 3 of 23



GENERAL CONDITIONS OF LEASE (COMMERCIAL)

1. DEFINITIONS

In this Lease, unless the context otherwise indicates, the words referred to in the Schedule shall have the meanings attributed to them therein. Headings shall not influence the interpretation of clauses.

2. LEASE PERIOD

- 2.1. The Lease shall be for the period stated in Section 4 of the Schedule.
- 2.2.If the Landlord is unable to give the Tenant occupation of the Premises on the Commencement Date by reason of the Premises being incomplete, or in a state of disrepair, or by reason of the existing tenant not having vacated the Premises, or for any other reason, the Tenant shall have no claim for damages or right of cancellation and shall accept occupation on such later date on which the Premises are available. In the event of such a delay the Commencement Date shall be the date on which the Premises shall become available for occupation and the Termination Date shall be extended accordingly, provided that if the Premises are not ready for occupation within six (6) months of the Commencement Date, the Tenant shall be entitled to terminate this Lease by giving the Landlord at least one calendar month's written notice.
- 2.3. Notwithstanding any of the abovementioned provisions, this Lease shall only become binding upon the Landlord when signed by the Tenant and by or on behalf of the Landlord, until which time the Tenant shall have no right of occupation whatsoever and no claim to the existence of a tenancy, verbal or written, as a result of:
 - 2.3.1. negotiations having been conducted or concluded.
 - 2.3.2. this lease having been drafted, and signed by the Tenant only.
 - 2.3.3. the acceptance by the Landlord or it agents or employees of any payment of rental & costs or the giving of possession of the premises to the Tenant.
- 2.4. Notwithstanding the commencement date of this lease, the Tenant shall be entitled to occupy the premises free of rental with effect from the Occupation Date provided that if the Landlord is unable to give the Tenant occupation of the premises by reason of the cleaning of the premises by the Landlord not having been completed, or by reason of any other fact, the Tenant shall have no claim for damages or right of cancellation and shall accept occupation on such later date on which the premises are available.
- 2.5. Should the Tenant already have taken possession of the premises and the Landlord declines to sign this Lease, the tenant shall nevertheless be bound by the terms of this Lease, save that the Tenant's occupation of the premises shall be deemed to be on a month tenancy, subject 1 (one) calendar month's written notice to be given by either party, but subject in all other respects to the terms and conditions of this lease.
- 2.6.In the event of the Landlord or his agent notifying the Tenant that the leased premises are ready for occupation and the tenant fails to take position and open the premises for business fully fixture, stocked and staffed within 10 (ten) days of the commencement date or in the event the Tenant fails to keep the leased premises open for business unless prevented from so doing by causes beyond the Tenants control at any time during the entire term of the agreement, then this shall constitute a breach by the Tenant and the Landlord shall have the right to any and all remedies provided in this agreement.



3. RENTAL AND CHARGES

3.1. Gross Rental

The monthly Gross Rental payable by the Tenant to the Landlord during the Lease Period is set out in Section 5.1 of the Schedule.

3.2. Municipal Charges

- 3.2.1. For the purposes of this Lease, "Municipal Charges" means the assessment rates and taxes, sewerage, sanitation, refuse removal, Central Improvement District levies and/or other fees, levies or charges payable by the Landlord to the local or any other responsible authority or supplier in respect of the building and/or the land on which the building and its surrounding facilities are situated as well as the cost of electricity and water used in the building for any purpose except that used in the various tenantable premises in the building.
- 3.2.2. The Tenant agrees to pay to the Landlord throughout the Lease Period, in addition to the monthly Gross Rental, a proportionate share of the Municipal Charges. Such proportionate share shall be calculated on the same ratio that the floor area of the leased Premises bears to the total lettable floor area of the building from time to time. (The Tenant's proportionate share as at the date of signing this Lease is set out in Section 5.3 of the Schedule and may be subject to amendment from time to time in the event of alterations to the building).
- 3.2.3. The Tenant shall be liable for the payment of estimated amounts on account of its proportionate share of the Municipal Charges on a monthly basis. As at the Commencement Date, the Tenant's liability in this regard is for payment of the monthly amount as set out in Section 5.2 of the Schedule. The said amount shall be adjusted from time to time in accordance with the actual Municipal Charges as imposed by the local or other responsible authority.
- 3.2.4. Should the Tenant dispute any decision of the Landlord as to the amounts payable by the Tenant in terms of this clause 3.2, the matter in dispute shall be referred to the Landlord's Auditors who shall determine the dispute as experts and their certificate issued on such dispute shall be final and binding on the parties. Should the amount payable by the Tenant as determined by the said Auditors be less than 3% or exceed the amount payable as determined by the Landlord, the Tenant shall be liable for the costs of the Landlord's Auditors.
- 3.2.5. The Tenant shall, however, be entitled to receive from the Landlord copies of all records, accounts, documents and vouchers upon which the Tenant's obligation to contribute towards the Municipal Charges is based and the Landlord, for its part, agrees and undertakes to make copies of such documents available to the Tenant within 14 (Fourteen) days after receiving written request thereto.
- 3.3. The sum of the monthly Gross Rental referred to in 3.1, and the Municipal Charges defined and computed in terms of 3.2 above shall be referred to hereinafter as "Rental and Charges".
- 3.4. The Tenant shall pay the Rental and Charges monthly in advance on the first calendar day of each calendar month throughout the Lease Period. Unless otherwise agreed by the Landlord in writing, payment of such amounts shall be effected through an electronic funds transfer system, the requirements of which are detailed in the Electronic Funds Transfer form contained as an Annexure to this Lease. Nothing shall however prevent the Landlord from directing the Tenant to pay such Rental and Charges in cash at such place as the Landlord may direct.
- 3.5. If the Commencement Date is not the first day of a calendar month, a pro-rata amount of the Rental and Charges shall be payable on signature hereof by the Tenant.



- 3.6. The Rental and Charges and other amounts payable by the Tenant in terms of this Lease shall be made without demand, free of exchange and without any deduction or set-off whatsoever.
- 3.7. The Landlord shall be entitled in its sole discretion to appropriate any amounts received from the Tenant towards the payment of any cause of debt or amounts owing by the Tenant to the Landlord whatsoever.
- 3.8.The Tenant shall not have a claim for remission of rental & costs if the area of the premises set out in section 3 of the Schedule is less or more of if discrepancies are discovered in the actual areas after the signature of this lease.
- 3.9. The Tenant shall not be entitled to withhold, delay or abate payment of any amounts due to the Landlord in terms of this agreement by reason of any breach or alleged breach of the Landlords obligations hereunder.
- 3.10. Should the Tenant fail to pay the rental & costs on due date and should the Landlord or his agents thereafter call upon the Tenant to do so, without invoking the breach clause, then the Tenant shall pay a fee to the Landlord or his agents for each and every such letter, sms, fax, final notice or telephonic reminder. The fee charged for the services shall be at the absolute discretion of the Landlord or his agents and shall be payable on demand together with the other amounts then outstanding. Should the Tenant fail to pay this additional fee, the same shall be deducted from the Tenant's deposit. This fee shall apply each and every time the Landlord or his agents make such demands.

4. SERVICES

- 4.1 The Tenant shall be liable for and on demand pay for any charges arising out of its use of electric current, gas, water and refuse collection, incineration and /or compaction or any other service provided for the Tenant in respect of the Premises, including water and/or electricity consumed in the operation of any air-conditioning unit/s serving the Premises exclusively. Charges shall include a service charge for separate submeters, where applicable or appropriate. Should there be no separate submeters, the Landlord shall be entitled to install a separate submeter at any time. Should no separate submeter be installed, the Tenant shall on a monthly basis pay a proportionate share of such charges on the same ratio that the area of the leased Premises bears to the total occupied floor area served by a particular meter from time to time.
- 4.2.In the event that the Tenant pays for any such service directly to the Local Authority or other supplier, then the Landlord shall be entitled to require the Tenant to provide it with written proof of such payment from time to time and the Tenant shall furnish such proof to the Landlord within 7 (seven) days of the Landlord's request.
- 4.3.The Landlord may, at its own discretion, appoint an agent how shall on the Landlord's behalf attend to the readings of submeters. The Tenant shall bear the cost of such service on the pro-rata basis as set out in section 5.3 of the Schedule.
- 4.4.The Tenant shall not have any claim against the landlord for electrical installations or modifications or any other services affected to the premises. The Tenant shall notify the Landlord should the services to the premises cease or be defective or interrupted and no liability shall result upon the Landlord for interruption or failure of the services, irrespective of the cause thereof or for any consequential damage the tenant may suffer by reason of such defect or interruption.

5. USE OF PREMISES

- 5.1. The Tenant shall use the Premises solely for the purposes set out in Section 6 of the Schedule.
- 5.2.The Landlord does not warrant and this Lease is entered into on the basis that the Premises are suitable for the purposes of the Tenant or that the Tenant will be granted any license or consent in respect of its business.
- 5.3. The Tenant shall have the reasonable use of common areas, service roads, loading facilities, toilets and conveniences provided for the general benefit of the tenants.



- 5.4.The Landlord shall have the right, from time to time, to make or vary house rules that govern the relationship between tenants and generally the use of the Building and common areas and the Tenant undertakes to comply with these rules as if they were terms and conditions of this Lease. Should the Landlord be subject to any rules and/or regulations stipulated by an Owners' Association or Body Corporate relative to the Premises, the Tenant shall, upon written notification thereof, be obliged to comply with such rules and/or regulations as if they were terms and conditions of this Lease.
- 5.5.The tenant shall have access to the Premises during normal business hours. Outside of such hours the Tenant shall obtain the Landlord's consent who shall be entitled to make such consent conditional upon terms that the Landlord deems necessary for proper administration, security and recovery of costs.
- 5.6.Both parties shall comply with and not contravene or permit the contravention of all applicable laws (including but not limited to the Occupational Health and Safety Act of 1993 and the National Building Regulations and Building Standards Act of 1977), by-laws and regulations (which regulations shall without limiting the generality thereof include the National Building Regulations and SABS codes). The Tenant shall comply with all applicable laws relating to the conduct of any business carried on in the Premises.
- 5.7.The Tenant shall not contravene, or permit the contravention of any of the conditions of the title under which the property is held by the Landlord or any of the provisions of the Town Planning Scheme applicable to the property and not do or cause or permit to be done in or about the premises anything which may be or cause nuisance or disturbance to other occupants of the building or occupiers of neighboring premises. Nothing in this clause shall entitle any Tenant or person or any other party to oblige the Landlord to take action in terms of the sub-clause nor shall any Tenant or person or other party derive any rights from the provisions of this clause.

6. ALTERATIONS & ADDITIONS

- 6.1.The Tenant shall not make any material or structural alterations or additions in or to the Premises without the prior written consent of Landlord. Should the Landlord consent to alterations and additions the Landlord shall be entitled to approve contractors, plans and specifications without incurring any liability whatsoever. Local authority approval shall be submitted by the Tenant to the Landlord before commencement of the work.
- 6.2.The Tenant shall not alter, interfere with or overload the Electrical or other lighting or heating installations in the premises provided that the Tenant shall at it's own cost be entitled to make such minor electrical installations or modifications as may be necessary for the conduct of the tenant's business on the premises and the Tenant shall ensure that any such electrical or modifications are carried out in accordance with safety regulations. The necessary compliance certificates shall be obtained by the Tenant and presented to the Landlord.

7. MAINTENANCE

- 7.1. The Landlord shall maintain in good order and repair during the currency of this Lease:
 - 7.1.1. The roof and exterior of the Building.
 - 7.1.2. Air-conditioning plants, lifts or escalators (if any), but not such items as are exclusive to the premises.
 - 7.1.3. In the event of the premises being serviced by means of an air-conditioning plant controlled by the Landlord, the Landlord may from time to time determine rules in respect of the switching on and off of the air-conditioning plant.

However, the Tenant shall be liable for the cost of any repairs to the items named above in this clause 7.1 arising from the acts or omission of the Tenant and/or its employees.

- 7.2.The Tenant shall at its cost maintain in good order and repair during the currency of this Lease:
 - 7.2.1. The interior of the Premises including any fixtures and fittings forming part of the interior of the Premises,

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- 7.2.2. Any appurtenances (excluding the items named above in sub-clause 7.1), gardens, yard, paved areas, gates and other areas which are designated for the exclusive use of the Tenant. The Tenant shall undertake the regular servicing of all such appurtenances as required in terms of any law, municipal regulation the regulations promulgated under the Occupational Health and Safety Act (Act 85 of 1993) or in terms of the manufacturer's recommendations.
- 7.3. Should the Tenant fail to repair, replace or maintain the Premises as set out above in clause 7.2, the Landlord shall be entitled to effect such repairs and bill the Tenant who shall pay such expense on demand.
- 7.4. The Tenant shall give the Landlord written notice within fourteen (14) days after the Commencement Date of this Lease of any patent defects and within five (5) days after the discovery of any latent defects in the Premises or any fittings, equipment or appurtenances of whatsoever nature therein. Failing such notice, or after the remedying of any defects stated in any such notice, the Tenant shall be deemed to have accepted the Premises as being complete and without any defect therein. For the purposes of this clause, the term "appurtenances" means all the installations and appliances in the Premises and includes, without prejudice to the generality of the term, any keys, locks, windows, toilet bowls and cisterns, basins and water taps.
- 7.5.In the event of the Tenant being an existing occupant and renewing the Lease agreement in respect of the premises as described in item 3 of the Schedule, clause 7.4 above shall be of no force or effect, and the Tenant shall accept the premises "voetstoets". Upon vacating the premises as described in item 3 of the Schedule the tenant will return the premises to the Landlord in the form of a "White Box" unless otherwise agreed to by the Landlord and Tenant in writing.
- 7.6.The Tenant shall further be responsible for glass, internal and external, mirrors, window panels and shop fronts in or on the premises and shall insure same and provide proof of such insurance on the request by the Landlord.
- 7.7.The Landlord shall be entitled to complete the Building or to affect any repairs, alterations or improvements and additions to the Building and to install all necessary equipment to bring about such work as may be required. The Landlord shall be entitled to enter upon the Premises in order to do such work and the tenant shall not have a claim for compensation, damages or remission of rental. The Landlord shall however consult with the Tenant concerning the timing of such work, save in the event of emergency when the Landlord shall be entitled to enter the Premises forthwith.
- 7.8. The Tenant shall not install any air-conditioner or like devise on or adjacent to any window of the premises unless the article concerned and the manner of installation thereof have been approved in writing by the Landlord, which approval shall not be unreasonably withheld. The Tenant shall remove any air-conditioner or like device affixed in terms of the above at the expiration or earlier termination of this lease and reinstate the relevant part of the premises to the same good order and condition as they were in at the commencement date. The Landlord may elect to keep the air-conditioner without reimbursing the Tenant.
- 7.9.The Tenant shall not affix to or paint any advertising sign on the exterior or on the windows, doors, roof or any other part of the premises without the Landlord's prior written consent and in addition subject to any Municipal or Local Authority consent which may be required. The Tenant shall maintain the good appearance of any advertising sign erected in terms of the above and keep that sign in proper working order. The Tenant shall remove any sign affixed or painted in terms of the above at the expiration or earlier termination of this lease and reinstate the relevant part of the premises to the same good order and condition as they were in at the commencement date.
- 7.10. The Tenant shall not be entitled to withhold or delay payment of any amounts due to the Landlord in terms of this Lease by reason of alleged breach of the Landlords obligations hereunder or by reason of the premises then being in a defective condition or as a result of any particular repairs not being affected by the Landlord.

8. LANDLORD'S RIGHT OF ENTRY

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The Landlord or Landlord's agent may enter at reasonable hours to inspect or show the Premises to prospective lenders and purchasers, and to do anything the Landlord may be required to do hereunder or which the Landlord may deem necessary for the good of the Premises or any building of which they are a part. During the last ninety (90) days of this Lease, Landlord may display a "For Rent" sign on the Premises.

9. INSURANCE

9.1.The Tenant shall obtain and maintain, for the duration of this Agreement, at its cost suitable and adequate insurance cover, including but not limited to General and Tenants Public Liability Insurance, in the amount of no less than R20,000,000.00 (Twenty Million Rand). The Tenant shall provide the Landlord with proof of such insurance cover upon request and the Landlord shall be entitled to approve the terms attaching to the said policy and at its discretion, to inspect, review and require the Tenant to amend the insurance including the terms attaching to the policies without incurring any obligation or liabilities as a consequence thereof.

9.2.It is agreed that:

- 9.2.1. any failure by the Tenant to procure or maintain the insurance cover referred to above in sub-clause 9.1; or
- 9.2.2. any failure by the Tenant to procure or maintain adequate insurance cover to cater for its liabilities and exposures in terms of this Agreement; or
- 9.2.3. any repudiation by the insurer of a claim under the relevant insurance policy; or
- 9.2.4. any liability, loss or damage for which the Tenant is responsible and liable in terms of this Agreement is not covered by the said insurance cover, shall not release the Tenant from the full extent of its liability to the Landlord or any third party for any loss, damage, injury or death arising out of or in any way related to this Agreement and/or arising out of or in connection with any act or omission on the part of the Tenant, its employees, or any person or party for whose acts or omission Tenant is vicariously liable and the Tenant agrees to indemnify the Landlord from any claim in this regard.
- 9.3.The Tenant shall not do anything that could invalidate or in any way prejudice or affect the Landlord's own insurance cover. The Tenant shall specifically advise the Landlord in writing of any change of risk relative to its occupation, business activities, the storage or use of any hazardous commodity or any other information material to the risk. If the premiums of such insurance are increased as a result of any act or omission of the Tenant, the Landlord may, without prejudice to any of its rights hereunder, recover from the Tenant the amounts due from time to time in respect of any additional premiums. The Tenant shall pay such amount immediately on notification from the Landlord or the Insurance Company to the effect that such additional premiums have been charged.
- 9.4.The Landlord shall be entitled to recover from the Tenant who shall pay upon demand any excess or deductible payable to the Landlord's insurers in terms of an insurance claim that arises in respect of damage caused to the Premises or injury to persons on the Premises by any act or omission on the part of the Tenant, its employees, or any person or party for whose acts or omission Tenant is vicariously liable.

10. LIABILITY

- 10.1. The Landlord shall not be responsible for:
 - 10.1.1. any loss or damage to any stock-in-trade, equipment, machines or articles kept in the Premises (whether the property of the Tenant or that of anyone else); or
 - 10.1.2. any injury or death sustained by any person in the Premises, through any cause beyond the Landlord's control.
- 10.2. The Landlord and Tenant shall be liable to each other for any claims, loss, costs, injury, or damages suffered by the other party as a result of a breach by the defaulting party of its responsibilities and obligations in terms of this agreement or arising in any

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other way from the negligence or willful acts of a party, its employees or contractors, or any person or party for whose acts or omission such a party is vicariously liable.

- 10.3. The Landlord and Tenant indemnify and hold each other harmless from all claims, demands, and causes of action made against either party by any person or entity for injury, death, or loss of or damage to property resulting from the other party's acts or omission.
- 10.4. Notwithstanding anything to the contrary contained in this Agreement, neither the Landlord nor the Tenant shall be liable to each other for any consequential damages (including but not limited to special losses or loss of profit) of whatsoever nature and howsoever arising not covered by their respective insurance policies.

11. LIABILITY OF PARTNERS

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

12. SUBLETTING AND CHANGE IN CONTROL

- 12.1. The Tenant shall not wholly or partially transfer, cede or burden its rights or delegate its obligations in terms of this Lease to another, sub-let the Premises or give up occupation or possession thereof or part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld.
- 12.2. If the Tenant is neither a natural person nor a quoted company, a change in control of the Tenant without the written consent of the Landlord (which consent shall not be unreasonably withheld or delayed) shall be deemed to be a breach of this Agreement and the Tenant warrants that it shall procure the consent of its controlling body to the provisions of this sub-clause.
- 12.3. The Tenant shall not sub-let, permit anyone to occupy or part with possession of the premises or part thereof without the Landlord's prior consent. Without limiting the generality of the foregoing, it is expressly recorded and agreed that the Tenant shall not be entitled to sub-let, permit anyone to occupy or part with the possession of the premises or part thereof at a rental in excess of the monthly rental payable to the Landlord. Should the premises be let at a profit, such profit shall accrue for the benefit of the Landlord.

13. TENANT'S GENERAL OBLIGATIONS

The Tenant shall:

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- clean all glazing and advertising signs and keep the Premises in a clean, orderly and sanitary condition;
- 13.2. keep the Premises open during normal business hours;
- 13.3. pay for the replacement of all lamps, starters, ballasts and incandescent lamps used in the Premises and shall not interfere with the electrical installation or any other installation or equipment belonging to the Landlord and shall not overload the electrical system or any other service;
- 13.4. not attach to the walls, ceilings or any part of the Premises fittings or equipment which may be too heavy a load therefor;
- 13.5. not damage the walls, ceilings or any other portion of the Premises;
- 13.6. not install any floor covering, lighting, plumbing, fixtures or shades or install any window covering, awning, blinds, air-conditioning or light device on/or adjacent to any window of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld;

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- prevent any blockage of any sewer, water-pipe or drain and at its cost remove such blockage or obstruction should it occur;
- 13.8. allow the Landlord to affix "To Let" or "For Sale" signs to the Premises and allow prospective tenants or purchasers of the Premises or Building to enter upon the Premises at all reasonable times;
- 13.9, provide and use bins or containers for refuse removal at its cost as may be necessary or specified by the Local Authority or the Landlord and keep the bins and containers in a neat and tidy condition and replace them from time to time;
- 13.10. use such compactor or incinerator service as the Landlord may provide (if applicable) in respect of its refuse, at the Tenant's cost;
- 13.11. Not hold or permit to be held any auction in or upon the premises of any items without the Landlord's prior consent.
- 13.12. Not leave or permit to be left any goods or articles upon or in the service area, landings, staircase or passages or in any other part of the building or property other than specific areas allocated for the express purpose concerned, in which areas no unreasonable accumulation of any articles or matters shall be made or permitted by the Tenant.
- 13.13. not contravene or permit the contravention of the provisions of the Tobacco Products Control Act (Act 83 of 1993) as amended or any corresponding legislation. In the event that the Landlord becomes liable for any penalty or fine as a result of the Tenant's failure to comply with this clause, the Landlord shall be entitled to recover such fine or penalty from the Tenant who shall pay same upon demand;
- 13.14. comply with all provisions of the National Environmental Management Act (Act 107 of 1998) insofar as it relates to the Premises, and in particular the contamination of the Premises and/or the property or adjacent areas. Should the Tenant fail to comply with this clause and penalties or fines or costs are imposed on or incurred by the Landlord as a result thereof, the Landlord shall be entitled to recover such penalties, fines or costs from the Tenant who shall pay same upon demand. Furthermore, the Tenant shall be responsible for any damage caused to the Premises, the Building and/or the property on which it is situated as a result of the Tenant failing to comply with this clause;
- 13.15. at its own costs provide security for the Premises to the Landlord's reasonable satisfaction;
- 13.16. Make good, to the reasonable satisfaction of the Landlord, any damage done to the Premises by forcible entry or attempted forcible entry.
- 13.17. Provide the Landlord with audited company financials from time to time as requested.

14. DAMAGE OR DESTRUCTION

- 14.1. The Landlord may cancel this Lease if:
 - 14.1.1. The Premises are destroyed or are damaged to such an extent as to be substantially un-tenantable; or
 - 14.1.2. There is destruction or damage to the Building or parts thereof, whether or not the Premises is involved, and the Landlord determines to put an end to all the tenancies in the Building in order to engage in reconstruction, renovation or rebuilding.
- 14.2. The cancellation under 14.1 shall be by written notice given by the Landlord within sixty (60) days of the taking place of the event giving rise to cancellation.
- 14.3. If there is damage to the Premises or to the Building so as to affect the use of the Premises, but not to such extent to entitle the Landlord to cancel, or if the Landlord does not exercise its right to cancel in terms of 14.1, then the Tenant shall be entitled to a

remission of Rental and Charges for the period during which and to the extent to which it is deprived of beneficial occupation of the Premises, provided that such damage was not occasioned by any act or omission by the tenant, its agents, representatives, invitees, contractors or employees.

15. RE-BUILDING AND RELOCATION

- 15.1. The Landlord may terminate this Lease or any renewal thereof by giving the Tenant six (6) months written notice to such effect in all or any of the following circumstances:
 - 15.1.1. should the Landlord wish to demolish the Building or the Premises; or
 - 15.1.2. should the Landlord wish to reconstruct and/or redevelop and/or renovate the Building or the Premises, provided always that such reconstruction and/or redevelopment and/or renovation be of a substantial and/or major nature.

The Tenant shall not have any claim for damages of whatsoever nature and howsoever arising by reason of the early termination of this Lease as provided above.

- 15.2. The Landlord shall, however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Building, other than the Premises, and these operations may proceed while the Tenant is in occupation of the Premises. Notwithstanding the implementation of any work as contemplated in this clause 15.2, the Tenant shall have no right to object to such work or to claim any rebate of Rental and Charges or have a claim for damages, howsoever arising, during the period in which the said work may be in progress.
- 15.3. Should the Landford wish to undertake construction and/or redevelopment and/or renovations in the vicinity of the Premises, the Landford shall be entitled but not obliged to relocate the Tenant, subject to the following terms and conditions:
 - 15.3.1. The Landlord shall, prior to commencement of the construction/redevelopment/renovation work, be obliged to offer to the Tenant alternative premises of a similar size. Should the Tenant reasonably decline the premises offered by the Landlord, the Tenant shall be entitled to continue in occupation of the Premises until such time as the Landlord has secured suitable alternative premises approved by the Tenant, and the Landlord shall not commence with the work referred to in 15.3 above until such time as the Tenant is suitably relocated.
 - 15.3.2. In the event of any dispute arising between the parties as to the reasonableness or otherwise of the Tenant's decision to decline the alternative premises offered by the Landlord, such dispute shall be determined by an independent expert appointed by the parties jointly or, failing agreement between the parties, appointed by the President of the South African Property Owners Association from time to time. The expert shall not act as an arbitrator and his/her decision shall be final and binding on the parties. Should the expert find that the Tenant's decision was unreasonable, the Tenant shall be obliged to relocate to the alternative premises, failing which the Landlord shall be entitled to terminate this Lease.
 - 15.3.3. Should the Tenant approve and/or accept the alternative premises referred to in 15.3.1 above, the Landlord shall be responsible for the reasonable costs of such relocation, which costs shall, inter alia include, (but not be limited to) the relocation of the Tenant's fixtures to the alternate premises, and the provision of the same specification for the alternate premises as that provided for the Premises leased in terms of this Lease, if any. Should any dispute arise between the parties as to the amount payable by the Landlord to the Tenant in terms hereof, such dispute shall be determined by an independent expert in accordance with the provisions contained in 15.3.2 above, mutatis mutandis.

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- 15.3.4. The alternate premises shall with effect from the date of trading in the alternate premises be deemed to have been let to the Tenant on the same terms and conditions contained in this Lease.
- 15.3.5. The rental rate per square metre in respect of the alternative premises shall be the same as is then currently enjoyed by the Tenant in terms of this Lease.

16. BREACH

- 16.1. Should the Tenant:
- (a) fail to pay Rental and Charges or any other amount due by the Tenant in terms of this Lease on due date; or
- (b) commit or allow the commission of any other breach of this Lease and fail to remedy that breach within a period of seven (7) days after receipt of notice to that effect from the Landlord; or
- (c) repeatedly breach any of the terms of this Lease in such a manner as to justify the Landlord in holding that the tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out the terms of this Lease; or
- (d) In the case of an individual, partnership, close corporation or trust, commit an act of insolvency; and in the case of a company, commit an act allowing for the winding-up of the company under the Companies Act 2008, or an application for the winding-up of the company being brought and/or a winding-up order being granted and/or the company being "financially distressed" as defined in terms of section 128 of the Companies Act 2008, or should any resolution be passed to place the company under Business Rescue and/or should the company be placed under Business Rescue; or
- (e) should any surety of the Tenant be sequestrated or placed in liquidation or under Business Rescue or become "financially distressed" as defined in section 128 of the Companies Act 2008;
- (f) not being a natural person nor a quoted company, undergo a change in control without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed)

then and in any such event the Landlord shall have the right but shall not be obliged either:

- 16.1.1. forthwith to cancel the Lease and to resume possession of the Premises, but without prejudice to its claim for arrears of rental and other amounts owing hereunder or for damages which it may have suffered by reason of the Tenant's breach of contract or of the premature cancellation; or
- 16.1.2. to vary the Lease by making it thereafter terminable by one (1) month's written notice given by the Landlord, without prejudice to its claim for arrears of Rental and Charges and other amounts owing hereunder and/or for damages which it may have suffered by reason of the Tenant's breach of contract.
- 16.2. Notwithstanding 16.1(b), the Landlord shall not be obliged to give more than two notices arising from a breach or non-payment during any twelve (12) month period.
- 16.3. The Landlord shall be entitled to recover from the Tenant all legal costs incurred by it, including Attorney and Own Client charges, tracing fees and such collection commission as the Landlord is obliged to pay to its attorneys, from the Tenant. The aforementioned costs will include, but not be limited to, costs incurred as from the date that the Landlord instructs its external attorneys for dispute resolution, debt collection and/or lease
- 16.4. Without prejudice to any of the other rights of the Landlord, from due date, the Tenant shall pay interest at 2% (Two Percentum) per month during the period while any payment is outstanding on all amounts (Rental and Charges or otherwise) due by it to the Landlord in terms of or arising out of this Lease, including any monies disbursed by the

- 16.5. Should the Landlord commit or allow the commission of any other breach, and fail to remedy that breach within a period of 7 (seven) days after receipt of notice to that effect from the Tenant, or, if the breach is not capable of being remedied within such 7 day period, within such extended period as may be reasonable having regard to the nature of the breach and the nature and extent of the remedial steps required, then and in any such event the Tenant shall have the right but shall not be obliged either:
 - 16.5.1. forthwith to cancel the Lease; or
 - 16.5.2. to claim specific performance,

in either event, without prejudice to its rights to claim damages which it may have suffered by reason of the Landlord's breach of contract.

17. PAYMENT OF RENTAL AND CHARGES AT EXPIRY OR IF CANCELLATION IS DISPUTED

If for any reason or on any ground the Landlord disputes the Tenant's right to occupation of the Premises, the Tenant shall, pending settlement of any dispute continue to pay an amount equivalent to the sum of the monthly Rental and Charges and any other amounts payable as provided for in this Lease, monthly in advance on the 15th of the month. For the avoidance of doubt, the Landlord shall be entitled to apply the same escalation percentage, as agreed and represented in Section 5.1 of the Schedule, to the monthly Gross Rental after the Termination Date. The Landlord shall be entitled to accept and recover such payments, without prejudice to the Landlord's rights which, without limitation, include the right to recover the actual damages suffered by it. Such payments and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the Landlord's claim of cancellation then in dispute. If the dispute is resolved in favour of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the Lease or the unlawful holding-over of the Premises by the Tenant.

18. MONTHLY EXTENSION UPON EXPIRY

- 18.1. Unless
 - 18.1.1. the Landlord gives the Tenant written notice, at least 2 (two) months prior to the termination date, that it requires the Tenant to vacate the premises on the termination date, or
 - 18.1.2. the Tenant gives the Landlord written notice, at least 2 (two) months prior to the termination date, that it will vacate the premises on the termination date,

this Lease shall automatically be extended on a monthly basis after the termination date stated in Section 4 of the Schedule.

- 18.2. All the provisions of this Lease shall continue to apply and govern the tenancy of the premises during the period of any extension in terms of clause 18.1 ("the Extension Period"), save that:
 - 18.2.1. the Lease shall be subject to termination by either party giving the other not less than 1 (one) calendar's month's prior written notice of termination; and
 - 18.2.2. the Gross Rental payable by the Tenant during the Extension Period shall be the monthly Gross Rental as set out in Section 5.1 of the Schedule in respect of the last year of the lease period, escalated by the escalation rate reflected in the said Section 5.1.

19. NOTICES

The parties choose as their domicilia citandi et executandi the addresses referred to in the Schedule. All notices shall be deemed to be received by the addressee on the fifth business day after posting thereof, or forthwith upon telefax notice. The Parties may change their domicilia to another address in the republic of South Africa of which they may advise each other by written

Lease ver. 09 01 2018

Page 14 of 23



20. WHOLE AGREEMENT

- 20.1. This Lease contains all the terms and conditions of the agreement between the Landlord and the Tenant. The parties acknowledge that there are no understandings, representations, promises, warranties or the like between the Landlord and the Tenant in regard to the letting of the premises other than those set out herein.
- 20.2. No alteration, variation of or addition to this Lease shall be of any force or effect unless it is in writing and signed by both the Landlord and the Tenant.
- 20.3. No relaxation or indulgence, which the Landlord may show to the Tenant, shall in any way prejudice its rights hereunder. An acceptance of payment of Rental and Charges or any other payment shall not prejudice the Landlord's rights or operate as a waiver or abandonment thereof or estop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by the Landlord in writing, the receipt by the Landlord or its agent of any rental or 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.
- 20.4. Should any provision of this Lease be found to be unenforceable such provision shall, at the election of the Landlord, be severable and the remaining provisions of the Lease shall remain of full force and effect.

21. ADMINISTRATION COSTS

The Tenant shall be liable for payment of the stamp duty and administration charges in connection with this Lease as set out in Section 9 of the Schedule. The Tenant shall be liable for the payment of the administration fee on this Lease upon signature hereof in the amount of R1200.00 VAT incl. (One Thousand Two Hundred Rand).

CHORUS LETTING (PTY) LTD Standard Bank Kromboom branch Branch code 051001 Trust a/c number 0761 21631

The Tenant shall pay any subsequent administration fees including renewal fee of **R750** (vat incl.) on addendums to the Lease. This particular administration fee may be subject to change on an annual basis without notice.

22. DEPOSIT

The Tenant shall on signature hereof pay a deposit in the amount stated in Section 10 of the Schedule. The Tenant shall be entitled at any time to obtain the release of the said deposit by providing an irrevocable bank guarantee valid until three months after the Lease Period (including any renewal period) has expired, acceptable to the Landlord in its sole discretion, for the said amount. The Landlord shall be entitled to apply this deposit or call up the guarantee to make good any of the obligations of the Tenant in terms of this Lease. Should the Landlord apply the deposit or bank guarantee as aforesaid during the currency of the Lease, the Tenant shall, within 7 days of written demand thereto, pay the amount required (or provided a fresh bank guarantee in the amount required) to reinstate the lease security held by the Landlord to the amount as stated in Section 10 of the Schedule. The deposit or guarantee shall be retained by the Landlord until 30 days after the expiry of the Lease and the Tenant shall not be entitled to off-set Rental and Charges and other charges or any other amounts owing hereunder against the deposit or guarantee. The deposit shall be repaid, or the guarantee returned, as the case may be, within thirty (30) days after the expiry of this Lease, subject to the proper performance of the Tenant's obligations. The Tenant shall be entitled to interest at prime -5% on the cash deposit held.

23. CHANGE OF BUILDING NAME

The Landlord shall have the right, having given the Tenant not less than60 days prior written notice, to change the name of the Building. The Landlord shall not be liable for any losses or damages suffered by the Tennant arising from or incidental to such change of name.

Lease ver 09/01/2018

Page 15 of 25



24. VALUE ADDED TAX (VAT)

The Tenant agrees to pay all VAT in terms of the VAT Act (No 89 of 1991) (as amended from time to time) or other taxes levied from time to time in law, in respect of and together with any amounts payable by the Tenant in terms of this Agreement of Lease. Should the rate at which VAT is levied alter during the subsistence of this Lease or any renewal thereof, such alteration shall be applied to the Gross Rental and Charges and any other relevant charges so that the Tenant shall not benefit from any increases in the rate of VAT nor shall the Tenant be prejudiced by any decreases therein. All amounts recorded in these General Terms and Conditions, the Lease Schedule and/or any further Annexures to the lease, will be deemed to be exclusive of VAT, unless specifically stated otherwise, and VAT at the prescribed rate will be payable in addition thereto.

25. AGENT'S COMMISSION

The Landlord shall only be responsible for agent's commission arising out of the introduction of the Tenant, should such agent have been appointed by the Landlord in writing. Where the Tenant has retained an agent to secure the Premises for Itself the Tenant shall be responsible for the payment of any agent's commission so arising.

26. SUCCESSORS IN TITLE

This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, and successors in title or assigns.

27. ACCESS TO THE PREMISES

Notwithstanding anything to the contrary contained in this Lease, the Tenant shall be entitled to occupation of the Premises on the Access Date only if the administration costs referred to in clause 21 above (and Section 9 of the Schedule); the deposit referred to in clause 22 above (and Section 10 of the Schedule); and the Rental and Charges in respect of the first month of the Lease Period have been paid to the Landlord in full. The withholding of occupation in terms of this clause by reason of the Tenant's failure to pay any of the amounts mentioned herein shall not delay the Commencement Date or the commencement of the Tenant's rental obligations.

SIGNED AT Sandton	тніз Тһ	DAY OF NOVEMber 20	18		
FOR AND BEHALF OF THE LANDLO	RD	Brett Matthew Lower LANDLORD (FUL NAME)	<u> </u>		
WITNESS		WITNESS (FUL NAME)	1889-Australian		
SIGNED AT SOUND	THIS 7 D	DAY OF NOVEM DW. 20	18		
Donner L		MAJISHA MULICESAR HAR	RELIAN		
Lease ver. 09.01.2018	Page 16 of 23		Initial here	0	

BMF

WWW charastempaca ta

FOR AND BEHALF OF THE TENANT

L'alm

TENANT (FUL NAME)

WITNESS (FUL NAME)

ANNEXURE "A"

LOCATION PLAN

TO BE INSERTED

P

MENU

BRAZEN HEAD

Authentic Irish Restaurant & Pub

iscover the Spirit Ireland Meny 2018-05



he original Brazen Head is a 'living', authentic Irish pub, situated in the heart of medieval Dublin. To drink at The Brazen Head is to continue a proud tradition stretching back over 800 years. The Brazen Head is Ireland's oldest pub and combines all the essential features of a traditional Irish pub to create a truly unique atmosphere.

Dubliners were enjoying drinks in The Brazen Head a few hundred years before Christopher Columbus discovered America in 1492. The Brazen Head is also mentioned in James Joyce's "Ulysses". Ireland's famous literary son was known to drink there around the same time as Henry Ford was building his first motor car. The pub's history is interwoven with the Irish nationalist movement and the fight for independence, which eventually created the modern Irish State. Robert Emmet is reputed to have planned the uprising of 1803 with fellow nationalists in The Brazen Head in Dublin.

The Brazen Head offers the very best in food, traditional Irish music and craic.

"Over 800 Years of respectable drinking is celebrated at The Brazen Head".



to start

Peri-peri Chicken Livers

R65-00

Braised in peri-peri sauce and cream.

Served with slices of toasted garlic buttered baguette.

Chicken Wings

R65-00

Flame grilled then basted in your choice of peri-peri or barbeque sauce.

V Jalapeno Doppers

R69-00

Whole jalapenos stuffed with three cheeses, crumbed and deep fried. Served with a side of chilli mayo.

(1) balloumi

R75-00

Fried or grilled halloumi served with lemon wedges and sweet chilli sauce.

Brazen's Boerewors Bices

R79-00

Gold medal award winning boerewors grilled to perfection served in a spicy tomato and onion relish, sided with a cheesy garlic baguette.

Carlow's Scarcer Calamari

R82-00

Tender calamari served grilled, fried or Cajun spiced. Include one of the following sauces tartar, lemon butter or garlic butter. Served with crispy chips.



the inish Boxty

A traditional Irish potato pancake infused with spring onion (contains wheat). Choose one of our three delicious boxty fillings below. Boxty's are served with your choice of starch or side garden salad if you prefer.

Creamy Peri Peri Chicken Livers

R79-00

The boxty filled with creamy peri peri chicken livers.

Cajuu Chickeu

R99-00

The boxty filled with Cajun spiced chicken breast, bacon, peppadews[™] and avocado slices (seasonal) with a creamy cheese sauce.

salaos

Our classic salad base includes: olive oil dressed mixed lettuce, cherry tomatoes, cucumber, green peppers, red onion and julienne carrot.

() Greek

R79-00

Classic salad base topped with feta cheese and olives. Served with Greek dressing.

Cajun Chicken

R105-00

Classic salad base topped with Cajun spiced chicken breast, avocado slices (seasonal), peppadews™ and feta cheese. Se rved with our house vinaigrette.

⊕ balloumi, Feca and Peppadeus™

R109-00

Classic salad base topped with fried halloumi, feta cheese and peppadews™. Served with our house vinaigrette.

Includes a complimentary "Fuze Iced Tea™"



BRAZED BURGERS

Our burger base fixings include a toasted bun, lettuce, tomato, caramelised onion, sliced gherkin, mayonnaise and a serving of crispy chips.

Plain Jane Burser

R82-00

Char-grilled 200g A grade beef patty, plain, simple and delicious.

Brazen Chicken Burger

R82-00

A filleted chicken breast prepared char-grilled or crumbed and deep fried.

Add one of our original sauces to your burger.

The "Bud" Cheese Burger

R99-00

Char-grilled 200g A grade beef patty topped with cheddar cheese. Served with a complimentary Budweiser® "This Bud is for you".

Bazun and EZZ Burzer

R99-00

Char-grilled 200g A grade beef patty topped with crispy bacon and a fried egg.

Başun and Cheddar Burşer

R105-00

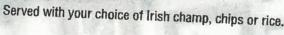
Char-grilled 200g A grade beef patty topped with crispy bacon and cheddar cheese.

Brazen's Salsa Burger

R109-00

Char-grilled 200g A grade beef patty topped with salsa, guacamole and cheddar cheese.

the farmyaro and inish sea



Liam's Chicken Schniczel

R95-00

Tender crumbed golden fried chicken breasts. Served with lemon wedges and one of our original sauces.

Brazen's Signacure Chicken Breases

R129-00

Pan fried chicken breasts stuffed with garlic and herb butter, wrapped in bacon and drizzled with a creamy Bourbon sauce.

Fish and Chips

R92-00

Tender fillet of hake deep fried in our signature beer batter till golden brown. Served with chips and tartar sauce. (Grilled option available.)

Carlow's Calamari

R129-00

Tender calamari served grilled, fried or Cajun spiced. Include one of the following sauces tartar, lemon butter or garlic butter.

Dake and Calamari Combo

R145-00

Fresh fillet of hake and tender calamari prepared grilled or fried. Include one of the following sauces tartar, lemon butter or garlic butter.



Excra Icems: Beef patty

Chicken fillet

R39.00 R36.00



curries and casseroles

TULLAMORE DEW

Served with your choice of Irish champ, chips or rice.

Chicken, Bacon and Whiskey Casserole

A hearty casserole of chicken, bacon and root vegetables finished off with a light Tullamore D.E.W whiskey sauce.

Legendary Irish Scem

A traditional Irish stew of slow cooked lamb with herbs and vegetables.

Lamb Curry

Tender lamb cooked in a fragrant curry sauce. Served with sambals and a crispy poppadum. Curry is available mild, medium or hot.

O'malley's Oxcail

Our famous oxtail simmered with root vegetables in a red wine jus.

Braised Lamb Shauk

Spoon tender lamb shank simmered with root vegetables in a red wine jus.

Please note you can add a pie lid to all the above for R10-00.

classic savoury pies

Served with your choice of Irish champ, chips or rice.

(1) Creamy Colcannon

Sautéed potato, cabbage, carrots and leeks finished with off with a creamy sauce.

Chicken, Bacon and Deppadem

Seasoned chicken breast and bacon finished off with a touch of cream, peppadews™ and onions.

Chicken and Mushroom

An old time favourite, flavourful with a touch of cream.

Sceak and Kidney

Tender beef cubes and fresh lamb kidneys in rich brown gravy.

Beef and Guinness®

An Irish favourite. Tender beef cubes and fresh vegetables, slow cooked in a rich beef and Guinness® stock.

R99-00

R155-00

R159-00

R159-00

S.g.

R85-00

R109-00

R115-00

R119-00

R120-00

from the grill

Served with your choice of Irish champ, chips or rice. All weights quoted are raw weight.

Rump

Char-grilled A grade beef.

200 gram 300 gram

R115-00 R139-00

Т-Воие

Char-grilled A grade beef. 500 gram

R169-00

Fillec

Char-grilled A grade beef. Lean and super tender. 200 gram

R155-00

Leprechauu Sceak

300 gram prime rump steak topped with a mushroom sauce, crispy bacon and caramelised onions.

R159-00



Brazen's Signacure Fillec

200 gram prime beef fillet topped with bacon, avo (seasonal) and Feta Cheese.

R175-00

DORR Ribs

Prime racks, char grilled and basted.

400 gram 1 KG

R155-00 R329-00



Ribs & Chicken Wings

400 gram pork rib strip and 4 flame grilled chicken wings. Wings can

R185-00

Side Orders

Veg of the day Beer battered onion rings Garden salad Crispy chips		R28-00
		R26-00
		R32-00
	Side	R22-00
	Large	R40-00
Crumbed/ grilled button mushrooms Garlic baguette Cheesy garlic baguette Bacon & cheese		
		R49-00
		R45-00
		R59-00
		109 00

garlic baquette R69-00

be basted with bbq or peri peri at your request. Crumbed or Grilled Dork Chops

R115-00

Two loin pork chops crumbed or grilled to perfection. **Eisbein**

Traditional crispy eisbein served with sauerkraut and a honey mustard sauce.

S.C

Brazen's Rosemary Lamb Chops

Three perfectly grilled lamb chops basted with lemon juice, olive oil and rosemary. We can also bbq baste them on request.

R159-00

Mixed Grill

R159-00

200 gram rump steak, 100 gram lamb chop and 120 gram boerewors, grilled to perfection, topped off with a fried egg and sided with grilled tomato.

Our original sauce selection: R25-00 Cheese, Mushroom, Pepper, Garlic, Peri-Peri, Cheesy Jalapeno

our famous snack platters



R109-00

Eight chicken wings char-grilled basted in peri-peri sauce served with onion rings, chips and a peri-peri sauce.

Mcbride's Mixed Placter

R109-00

Crispy chipolata's, chicken strips, samoosas, onion rings and chips with a mild mustard sauce.

Cahill's Chicken Placcer

Ru9-00

Crumbed chicken strips, chicken wings, onion rings, crumbed mushrooms and chips with a sweet chilli sauce.

Paddy's Slider Placter

R125-00

Six mini burgers, three beef & mushroom sauce, three chicken & cheese sauce, served with onion rings.

1 Pub Placcer

R145-00

Halloumi, crumbed mushrooms, jalapeno poppers and chips with a sweet chilli sauce.

Finnesan's Seafood Placeer

R169-00

Beer battered hake, crumbed squid heads, grilled prawns and chips with a tartar sauce.

kay Leish's Placeer

R169-00

Halloumi, samoosas, chicken wings, pork ribs and chips with a B-B-Q sauce.

Upsize your Placcer:

Calamari R69-00 Chipolatas R29-00 Chicken strips R39-00 Samoosas R29-00 Wings R39-00 Halloumi R59-00 Jalapeno Poppers R59-00 Mushrooms R49-00 Ribs R75-00 Prawns R85-00



"old school" pub grub



Taco Skins Crispy potato skins, topped with two cheeses and crispy bacon.

R69-00

Served with sour cream and salsa.

Liver and Onions

Pan fried ox livers, onion and bacon in a rich brown gravy, served with champ

R79-00

Buuraccy's Bauzers & Mash

R85-00

Three quality pork sausages on a mound of champ drizzled with gravy.

Fish and Chips

R92-00

Tender fillet of hake deep fried in our signature beer batter till golden brown. Served with chips and tartar sauce. (Grilled option available.)



Sceak Ess and Chips

R109-00

200 grams prime rump steak topped with a fried egg and crispy chips. Served with a complimentary Goca-Cola®



Sceak Roll and Chips

R109-00

200 grams prime rump steak grilled to perfection, rested on a toasted baguette with garnishing's, then topped with caramelized onions and served with a side of bbq sauce. Served with a train of crispy chips.

@ Nachos

R105-00

Grunchy corn chips topped with feta, mozzarella, cheddar, sliced jalapeno's, salsa and sour cream served with guacamole.

Add savoury mince Add Cajun chicken

R45-00 R40-00

Dessert



Ice Cream and Bar One Sauce

R35-00

Malva Puddins

R39-00

Served with cream or ice cream.

R49-00

Guinness® Chocolace Brownies
Chocolate brownies infused with Guinness® stout,

served with cream or ice cream.





Sandwich Dlaccek - R380-60

Assorted blown and white sandwiches with cold meats, cheese, chicken mayo, tuna & caper, egg & mayo Cocktail to matoes and pickles are sprinkled on the platter.

Wesecarian Placcer - R480-00

Fried haloumi fingers, crumbed button mushrooms, jalapeno poppers, vegetable skewers, potato wedges and finished off with feta cheese cubes and olives. Sweet chilli and tartar dips included,

Slider Dlaccer: 24 Mini Bursers – R490–00 6 Prego steak sliders, 6 chicken & cheese sliders, 6 beef & mushroom sliders and 6 battered hake and tartar sliders

Thicken & Rib Dlaccer - R500-00

Crumbed chicken strips, peri-peri basted chicken wings, grilled chicken and bacon rounds and cocktail pork ribs. Served with potato wedges. Sweet chilli and honey mustard dips included,

Chicken & Kebab Dlaccer – R520-00 Grilled chicken kebabs, beef kebabs, crumbed chicken strips and fried haloumi fingers served with golden fried onion rings.

Barbeque Platter - R600-00

Cocktail meatballs, cocktail pork ribs, BBQ basted chicken wings, boerewors bites, pork chipolatas and crumbed mushrooms served with a BBQ dip.

Buffets can be arranged within certain terms and conditions. Please contact the Management at your Brazen Head of choice for more details.

MENG 1- R209 STARTER

Peri Peri Chicken Livers.

Jalapeno Poppers

MAINS

Chicken, Bacon and

Whiskey Casserole.

Steak and Kidney Pie.

Beer Battered Hake and Chips.

DESSERT

Ice Cream and Bar One Chocolate Sauce.

MGNU 2 - R249

STARTER

Chicken Wings

Greek Salad.

Halloumi.

MAINS

Hake and Calamari Combo.

Beef and Guinness® Pie.

Brazen's Signature Chicken Breasts. SESSERT

ice Cream and Bar One Chocolate Sauce.

Malva Pudding

MENU 3 - R289

STARTER Chicken Wings.

Or Haloumi

Brazen's Boerewors Bites.

hicken & Mushroom Pie

Or O'Malley's Oxtail

O'Iνια.... Or 500 gram T-Bone Steak Or

Carlow's Calamari.

ice Cream and Bar One Chocolate Sauce. Malva Pudding.

Guinness® Chocolate Brownies.

THE
BRAZEN HEAD
Authorite trials Restaurant as Pub

Authorite Padran

Moune

Starters

Paneer Tikka (cottage cheese)

bicken Malai Kebanh

Chicken Tikka Kebaah

Lamb Sheekh Kebaab

Mix Platter for 2

di Kebaah R99.00

R169.00

R69.00

R69.00

4 samoosas. 2 chicken tikka kebaab. 2 chicken walai kebaab. 2 tandoori prawns

Mains

Lamb Curry / Lamb Rogan Josis / Lamb Rorms 82139-0

Chicken Rorma/Butter Chicken/Chiken Tikka Masala | R109.00

Fineer Butter Massin

Inndoori Chicken with Chips & Butter Saan Half R89.00

Full chicken R119.00

Chicken Biryani Lamb Biryani

All curries served with a choice of Basmati rice or Naan. All dishes are available in Mild, Medium or Hot.

THE BRAZEN HEAD SANDTON
Cnr Linden & Anne Road, Strathavon, Sandton
Tel: 011 783 6122

Täüs apply.

AFFILIATION



Terlificale

Membership No.

This certifies that

THE BRIZETHERD - MELVILLE

is a member of this association in good standing until

ASSOCIATION

HOSPITALITY

TOURISM &

NATIONAL



Id No/Reg No. 2017/5240051/07

Address: Such 1024 105 MOLANTE CONTROL

SCHOOL OF THE CORTER OF THE

Prence of MAIN ROAD, MELVILLE, J. H.B

President

500 METERS AFFIDAVIT

NAVISHA MUNESSAR HARIPERSAD **DECLARES UNDER OATH**

I am the sole director in the application in terms of Section 23 of the Liquor Act for a restaurant liquor license at THE BRAZENHEAD situated at SHOP 102 AND 103, MELVILLE CORNER SITUATED ON THE CORNER OF 4th AVENUE AND MAIN ROAD, MELVILLE

Names and nature of educational institutions within a radius of 1 kilometer radius from the premises. Sparrow Foundation School, Johannesburg, School for the Blind, Children of Fire, Melpark Primary School, Educational Program Centre, Melville Montessori, Orban School, Auckland Park Academy of Excellence, Auckland Park Preparatory School, Auckland Park Campus of Biochemistry Department and University of Johannesburg Athletics Track.

Names and distances to similar licensed premises within a radius of 1 kilometer from the premises. Asia House, Pizza Del Forno - Melville, Steers (All in the Boulevard Centre Melville); Chesanyama; Bean Tree Cafe; Koljander Home Industry Melville; Paul's Tavern; Esbayeni Meat Lounge; Stones; Ocean Basket; Bismillah Restaurant Melville (All within a 500 metre radius) The Countess; HIA Eats; Romans Pizza Auckland Park; Wimpy Campus Square; Rocomamas; Nando's; Pizza e Vino; Xai Xai; Hell's Kitchen; Poppy's; Jo-Ann Melt Bar; Six Cocktail Bar; Ratz Bar Melville; De La Creme Melville; Melville Grill Lounge; Bread and Rosses; Lucky Bread; Bambanani; Melville Steak House, Vape Hookah Lounge and Restaurant, Ideal Cafe and IT Corner, Del Forno Pizza Pasta and Grill (All between 500 metres and one kilometre away).

Places of worship within a 1 kilometer radius from the premises. Rivonia SDA Church, Apostolic Faith Mission, The Potters House Melville, Melville Methodist Church, Heritage Baptist Church, Every Nation Church.

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

NAVISHA MUNESSAR HARIPERSAD declaration Tthis .. X 5.5 💪 or affirmed before me at acknowledged that-7.....by the applicant who

she knows and understands the contents of this declaration; (II)

she has no objection to taking the prescribed oath or affirmation;

she considers the prescribed oath or affirmation to be binding on (III)her conscience and that 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 Full Name : MARIUS BRUWER Address : 186 MAIN ROAD, NEWLANDS. Commissioner of Oaths Designation: WARRANT OFFICER Office held appointment is Ex Officio: REPUBLIC OF SOUTH AFRICA Full names Business address SOUTH AFRIGAN POLICE SERVICE Office held if appointment is ex officio: REPUBLIC OF SOUTH AFRICAGAUTENG

2019 -02- 23

SPECIFIC CRIME GAUTENG PHÓ SOUTH AFRICAN POLICE SERVICE

NAVISHA MUNESSAR HARIPERSAD DECLARES UNDER OATH:

REPLY TO QUESTIONS 3(a) AND 3(b)

The applicant is the company FLASHING INVESTMENTS (PTY) LTD with registration number 2017/526081/07 its sole director

Name

NAVISHA MUNESSAR HARIPERSAD

Age

36 years old

Identity

number

830208 0179 080

Residential address

Comatie ave.

Business address

: SHOP 102 AND 103 , MELVILLE CORNER, CORNER MAIN ROAD AND 4TH AVENUE, MELVILLE.

Postal address

PO BOX 1048, ROOSEVELTPARK, 2129.

Interests

: INTERESTS BY VIRTUE OF DIRECTORSHIP

Other interests

I know and understand the contents of this declaration.

I have no objection in taking the prescibed Oath.

I consider the prescribed Oath as binding to my conscience.

INESSAR HARIPERSAD

I certify that the deponent has acknowledged that she knows and understands the contents of this this declaration. This declarartion was sworn before me thisday of and the deponents signature was placed thereon in my presence.

Commissioner of Oaths

Full names **Address** Designation

-04632699 Commissioner of Oaths

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

REPUBLIC OF SOUTH AFRICA

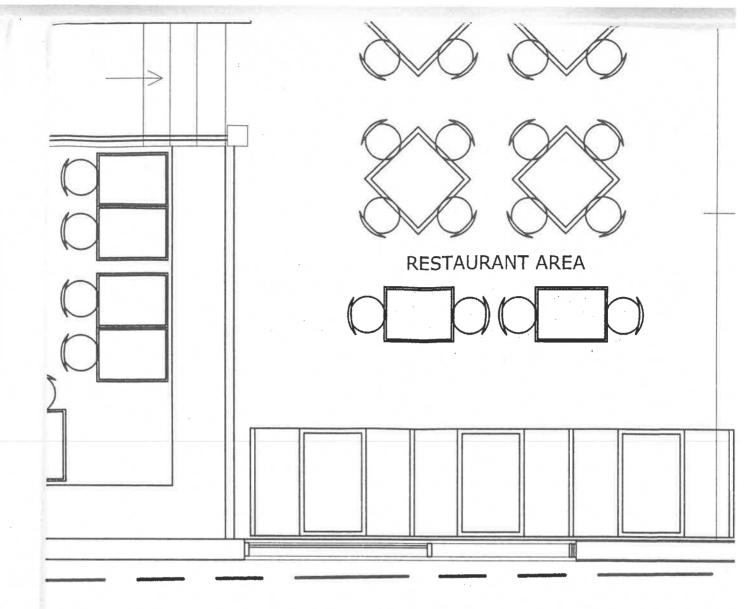
SOUTH AFRICAN POLICE SERVICE

PHO SPECIFIC CRIME

Designation :
Office held if appointment is Ex Officio: REPUBLIC OF SOUTH AFRICA 23

SPECIFIC CRIME GAUTENG

SOUTH AFRICAN POLICE SERVICE



EXISTING MU

LICENCES

60 LIQUOR

Adventure Golf Hillfox
SAUTENO LIQUOR ACT,
SECTION 25 FOR THE
MONTH 27 February 2019
Notice is hereby given that it is
the Intention of the person
whose details are set out below
to lodge an application for
Tavem Liquor Licence to the
secondary of the local
secondary of the local
secondary of the local
secondary of the local
SCHELLING LICENSING OFFICE
situated at No. 124 Main
STreet, Second Floor
Marshalltown, Johannesburg
on the 27 February 2019 1.Full
names of the applicant
STreet, Second Floor
Marshalltown, Johannesburg
on the 27 February 2019 1.Full
names of the applicant
- 2010/09745023
- 2.Intended trading name, Adventure Golf Hillfox
- Adventure
Golf Hillfox
- Adventure
- 3.Registration Number of the
applicant: - 2010/09745023
- 3.Registration Supplied for - Tavem
- 3.Registration Section 28 (11) (c)
- 4. Consumption); - - 4. Lic en c c
- (On-Consumption); - - 5. declaration of the premises in paragraph 4; - To
- 10 best of the applicant
knowledge, that following similar licensed
premises are within a radius of its
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APPLICATION IN TEERINS OF SECTION 24 FOR THE CONTROL ACT.

MONTH 27 February 2018 Notice is hereby given that it is the intention of the person whose details are set out below the control of the person whose details are set out below the control of the person whose details are set out below the control of the person whose details are set out below the control of the cont

Away: -1. The Grill House, 2. Katzy's. 3. Dopple Zero (Rosebank), 4. Prza E Vino. 5. Rocomanes. 6. Calisto's Floromanes. 6. Calisto's Floromanes.

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GAUTENG LRUUOR ACT, 2
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March 2019 1.Full rame of
applicant: Baroq Liqueur (Phyt
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Bavumile Pub & Grill Gauteng Liquor Act 2003. (Act No. 2 of 2003)

NOTICE OF APPLICATION IN TERMS OF SECTION 24 Notice is hereby given that it is the intention of the person whose details are set out below to looke an application to the person whose details are set out below to looke an application to the person of the

Bigen Africa Pretoria
GAUTENG LIQUOR ACT, 2
OF 2003
Notice of Application for a
Gauteng Liquor Act, 2 of 2003
Notice of Application for a
Notice is hereby given that it is
Notice is hereby given that it is
whose details are set out below
to lodge an application for a
restaurant Liquor License to
the Secretary of the Regional
Offices of the Local Committee
of Tshwane, Megisteriel District

Pretoria, Metrocoltan District
Talwame on 1 March 2019.
African Group Holding
(Proprietary) Limited
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CATOMÈRIE FOR LICUNES 1793. KPO25456
CATOMÈRIA ON CAGAIT SQUARE LICENSE PLUS, 693-288 1793.

Carmella's on Cadar Square
LIQUOR ACT, 2003. NOTICE
OF ACT, 2003. NOTICE

Telephone no. (011) 477-6438.

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Checkers (Ferndale on Republic)

Checkers (Ferndale on Republic)

Checkers (Ferndale on Republic)

AND TELEMS OF SECTION 1A

NOTICE OF APPLICATION IN TERMS OF SECTION 24

Notice is hereby given that it is the Intention of the person whose details are set out below to lodge an application, for a Grocer's Whoe Leanne to the committee of Lehamseburgh 1. Full names of the applicant; Shoprite Checkers (Ferndale on Republic) 3. Identify number or Registration number of the applicant; Shoprite Checkers (Ferndale on Republic Centre, Comer premises: Strop L87 Ferndale on Republic Centre, Comer Republic Avenue and Malibongwe Road, Being Erf 188 - 170 Presidents Ridge Transport of the Person Section of the Centre of the Person Section 1 Centre of the Person 1 C

premises in paragraph 4; To the best of the applicant's knowledge: Pick in Pay (300 molers) 8. Reaces of worstale was a series of worstale with the payon of the

Chille's Liquor Restaurant Gauteng Liquor Act 2003. (Act No. 2 of 2003)

NOTICE OF APPLICATION IN TERMS OF SECTION 24 Notice is hereby given that it is the intention of the person viruse details are set out below to lodge an application for Liquor Restaurant License to the second of the person of t

Community Liquor Restaurant Gauteng Liquor Act 2003. (Act No. 2 of 2003)

Gauteng Liquor Act 2003.

(Act No. 2 of 2003)

NOTICE OF APPLICATION IN TERMS OF SECTION 24 Notice is hereby given that it is the intention of the person was dealed as a special below two dealed as a special below the Secretary of the Local Committee of Trahman Place Carr Pretorius and Central Sheet, Pretoria Central on date. 2019-09-01. Province: Gauteng, Full Names of the MATILALA. Illented Trading anne: COMMINITY LIQUOF RESTAURANT. 3. ID Number anne: COMMINITY LIQUOF RESTAURANT. 3. ID Number Coll Registration Number of the Applicant: 730404 6392 069. 4. Full Address and Location of the Premises: STAND NO 107. City Handle Commissional Committee of the C

per (4): None, Advertisor Name: PHALADI MICHAEL RATSHOUNYANA. Advertisor Address: Stand No: 953 Unit 1 Tembe, Hammanskraal, 0400. Ad vertils or Email: pmatshounyana@gmall.com Advertiser Email: 073 756 3339.

Cowflish - Randsteam
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OF SECTION 24 OF THE
LIQUUM ACT 2009, TERMS
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- Randstea

Consultants (012) 333-1254.

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D'Ngwanya's Place
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1.Full address and location of the promises 1511 Kufu Street

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OrtokariWolf
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DAY OFFERRUARY 2019 CHRIB OELOPBE & COMPANY STREET A SEWOLDAY STREET NEW REDRUTH ALBERTON TEL (011) 907-398 FAX (011) 807-398 FAX (011) 807-398 (STAR 11080239)

JOHN CLARKÉ FOR LIQUOR LICENSE PLUS 083-288 1783 (STAR 11078802)

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WEDNESDAY FEBRUARY 27, 2019