

Annexure C - Aerial View Map

This aerial map shows the proposed licensed premises located at:

Shop 1, The Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001 (Erf 173120)

The map indicates the proximity of the premises to surrounding roads, residential buildings, and sensitive institutions as defined in Section 34(1)(e)(ii)-(v) of the Liquor Act, including:

- Religious institutions (e.g., Jamia Masjid, St Andrew's Presbyterian Church)
- Educational institutions (e.g., Vega School, Inscape Education Campus, Prestwich Street Primary)
- Welfare institutions (e.g., Salesian Institute Youth Project, Homestead Projects for Street Children)



These locations have been marked to demonstrate legal compliance and spatial awareness.

Prepared using Google Earth on 22 May 2025.

Prepared by: Lauren Hawker-Jehring

PREMISES DESCRIPTION

Liquor License Application – Dixie Jane

Physical Address: Shop 1, The Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001

Erf Number: 173120

Overview

The proposed licensed premises is a modern, café-style restaurant located on the ground floor of The Capital Mirage, with street-facing visibility and direct access from Chiappini Street. The space is fully completed and in operational condition, built to commercial hospitality standards with a strong emphasis on ambiance, hygiene, and service efficiency.

Construction

- The premises is located within a concrete-framed mixed-use building clad with modern glass and masonry finishes.
- Interior walls are plastered and painted with hygienic, food-safe paint.
- Ceilings are finished with flush-mounted ambient lighting and concealed ducting for air-conditioning and ventilation.

Layout

The licensed premises includes:

- A **main indoor seating area** with flexible arrangements for up to 11 seated patrons
- A **barista and service counter** fitted with marble-effect finishes, espresso machines, under-counter refrigeration, and pastry display units
- A small **kitchen prep area** with sink, counter, and shelving for food service (note: meals are prepared externally and heated/styled in-house)
- A **dedicated storeroom** in the basement level (-2) secured by a lockable steel gate for liquor storage
- **Public restrooms** located within the Capital Mirage shared lobby zone
- **Outdoor patio seating area** with café tables and chairs, accessible from the main glass entryway

Fixtures and Fittings

- Freestanding café tables and chairs in white composite and metal
- Soft furnishings including velvet armchairs for relaxed lounge seating
- Wall-mounted branded signage (“Jane’s” and “Dixie Jane”)
- Display shelving for product sales and café accessories
- Integrated shelving, bar fridge, and countertop space at the rear of the service area

Floor Covering

- **Front-of-house areas:** Wood-look laminate flooring in dining and service zones
- **Kitchen/service area:** Epoxy-coated concrete for durability and hygiene
- **Storage room (basement):** Painted concrete with non-slip rubber matting
- **Public restrooms (shared):** Ceramic tiling

Visual Confirmation

All internal and external features referenced here are accurately depicted in the attached **Annexure E – Indexed Colour Photographs** and shown on the **Floor Plan (Annexure A)**.

Annexure E – Indexed Colour Photographs

External Views

1. **Street View of The Capital Mirage Building**
Showing building façade, signage, and general public visibility



2. **Main Entrance to Dixie Jane Premises**
Street-level perspective showing the entrance from Chiappini Street



■ Premises Entrances & Signage

3. Glass Entryway with Branding

Visible internal signage: "Jane's" and "Dixie Jane" in purple panels



4. View from inside the shared lobby

Looking toward the shopfront from The Capital reception area



■ Interior Setup

5. Cafe Seating & Layout (Dining Area)

Display of white tables, chairs, and soft seating — visible layout for consumption



6. Display Shelves & Product Setup

Shelving area showing retail items and decor





7. Main Counter and Barista Area
Coffee bar, equipment, pastry display fridge





Storage & Refrigeration

- 8. **Liquor Storage Fridge in Back Room**
Refrigerated units with clear shelving for bottled stock



- 9. **Storage Room View**
Shows boxed goods, shelving, and secured internal access



Secure Storage

10. Secured Cage Storage (Basement -2)

Locked facility for alcohol backup storage — photographed in parking basement



Patron Seating and Social Space

11. Customer Interaction in Front Patio Area

Exterior social seating and compliance with public visibility



12. Daylight Interior Ambiance Shot

Transparent glass allowing natural light, visual proof of the relaxed environment





Date: Wed, 21 May 2025

TO WHOM IT MAY CONCERN

Liquor License Application: Written Representations in Support of Granting License

We, **Dixie Jane (Pty) Ltd**, hereby submit these written representations in support of our application for a liquor license in respect of the premises situated at:

**Shop 1, The Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001
(Erf 173120, City of Cape Town, Western Cape Province).**

1. Business Overview

The applicant operates a contemporary restaurant at the above premises, offering a curated café-style dining experience centred around artisanal sandwiches, fresh pastries, and a welcoming atmosphere ideal for relaxed afternoon and evening socialising. The concept is rooted in quality, ambiance, and responsible service, with the intention of enhancing the social and cultural vibrancy of the neighbourhood while providing a safe, community-focused hospitality environment.

2. Purpose of the Liquor License

The liquor license is sought to:

- Allow guests to enjoy a selection of alcoholic beverages with their meals in a responsible setting.
- Enable the business to operate competitively in the restaurant sector.
- Support the viability of the restaurant's business model by aligning with customer expectations and industry norms.

The sale and consumption of liquor will only occur in designated areas as reflected on the submitted floor plan, and all liquor will be stored securely in a locked facility after hours.

3. Community & Economic Contribution

The restaurant:

- Creates employment opportunities for local residents
- Sources from regional suppliers and small-scale producers
- Encourages responsible social gathering in a controlled and respectful environment

We are committed to upholding public safety, neighborhood harmony, and all conditions imposed by the Liquor Authority. There are no schools, places of worship, rehabilitation centers, or similar institutions in inappropriate proximity to the premises as indicated on the accompanying site and aerial plans.

4. Commitment to Compliance

The applicant has implemented policies and training measures to ensure:

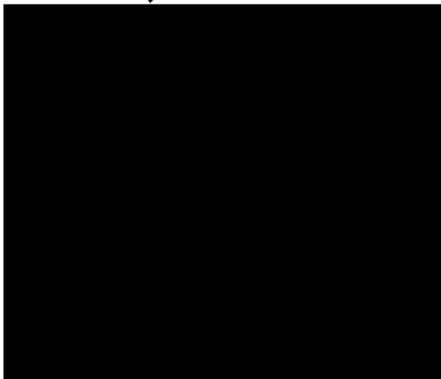
- No service of alcohol to minors
- Responsible consumption by patrons
- Compliance with trading hours and zoning regulations
- Prompt cooperation with law enforcement and licensing authorities

A qualified and nominated manager, whose details are provided in the application, will be responsible for daily oversight and legal compliance on-site.

— —

We respectfully request that the Authority consider this application favorably, as the license will enable the responsible provision of hospitality services to our customers, while contributing to the vibrancy and economic development of the area.

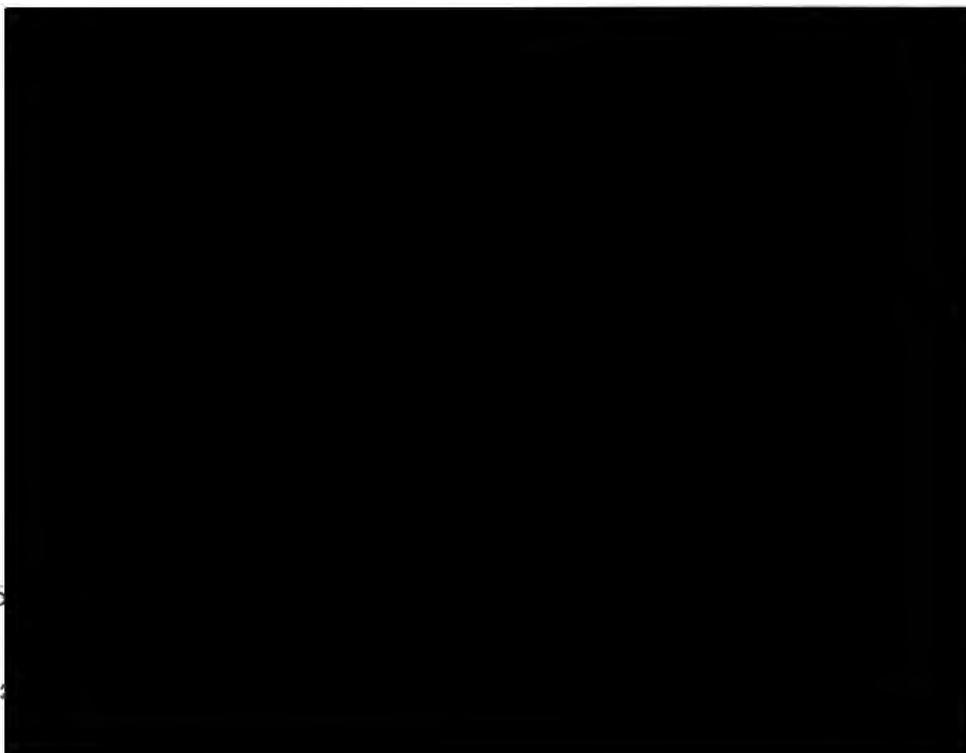
Should any further information be required, we are available to assist.



**AFFIDAVIT
BY AUTHORISED REPRESENTATIVE IN TERMS OF SECTION 35 OF THE LIQUOR ACT**



1. I am the duly authorized representative of **Dixie Jane (Pty) Ltd**, and have been granted authority to act on behalf of the company by way of a formal resolution of the board dated **Wed, 21 May 2025** (attached hereto).
2. I confirm that neither I nor the company I represent is disqualified from holding a liquor license in terms of **Section 35 of the Liquor Act**, and:
 - o I am not an unrehabilitated insolvent;
 - o I have not been declared mentally unfit by a competent court;
 - o I have not been convicted of any offense listed under the Act that disqualifies an applicant;
 - o The company has not had a liquor license revoked under conditions that would bar reapplication.
3. I make this affidavit in support of the liquor license application for the premises located at:
Shop 1, The Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001 (Erf 173120, City of Cape Town, Western Cape Province)
4. I understand that any false declaration is subject to legal penalties under the Act.



this

FORM 3B

NOTICE OF LODGEMENT OF APPLICATION FOR LIQUOR LICENCE

[Reg. 10(2)]

Notice is hereby given that an application for a liquor licence, particulars of which appear hereunder, has been lodged with the Western Cape Liquor Authority (the Authority) and the office of the designated liquor officer at the South African Police Service.

The application concerned may, up to and including the twenty-eighth (28th) day from the date of publication of the application, upon request and free of charge, be inspected by any person at the offices of the Authority and the designated liquor officer. Copies of the application can be obtained from the Authority after payment of the prescribed fee.

In terms of section 39 you may lodge objections or representations for or against the said application. Should you wish to do so, the objections or representations must be lodged, in writing, with the Authority and the office of the designated liquor officer.

Date of notice: Monday, 26th May 2025

(This date must correspond with the date of lodgement of the application.)

Full name of applicant: Dixie Jane (Pty) Ltd



Kind of licence applied for: On-consumption liquor licence (restaurant)

Kind(s) of liquor to be micro-manufactured and/or sold: Beer, wine, cider, spirits, and cocktails

Name under which business will be conducted: Dixie Jane

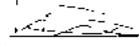
Address of the premises to be licensed, with reference to the number of the erf, street(s), apartment(s), shop(s) or farm where the business will be conducted, as the case may be:
Shop 1, The Mirage, 40 Chiappini Street, De Waterkant, Cape Town, 8001

Erf 173120

Name and signature of person who prepared this application:

Name : Lauren Hawker-Jehring

Signature



Postal address: 21 Salisbury Road, Kenilworth, Cape Town, Western Cape, 7708

Physical address: 21 Salisbury Road, Kenilworth, Cape Town, Western Cape, 7708

Telephone numbers:

Office : / _____

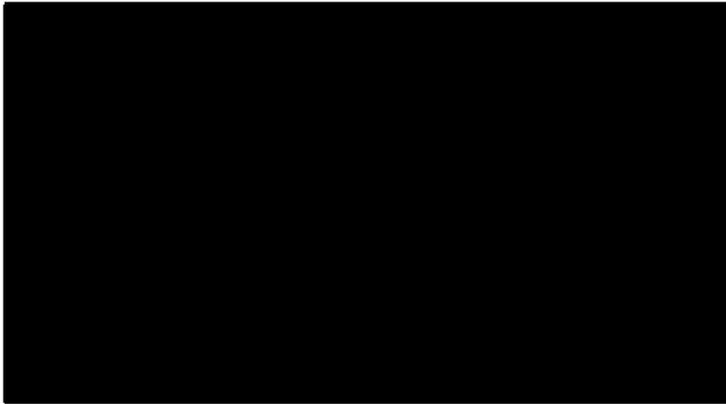
Cell phone : +27 63 555 1035

Fax number : / _____

E-mail : laurenhawkerjehring@gmail.com

A person who, regarding an application, objection or representations in terms of the Western Cape Liquor Act, 2008, lodges or provides information that he or she knows to be false or misleading, or that he or she does not know to be true, or lodges a forged document or one that purports to be, but is not, a true copy of the original, is guilty of an offence in terms of section 77(a) of the Act.

A person so convicted is liable on conviction to a fine not exceeding R50 000,00 or to imprisonment for a period not exceeding three months or to both such fine and such period of imprisonment.



AGREEMENT OF LEASE

made and entered into by and between

CAPWIN PROPRIETARY LIMITED



represented herein by

Ryan Wintle



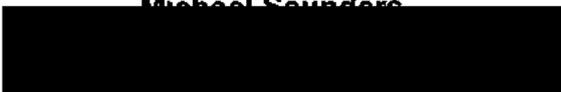
who warrants that he is duly authorised to do so, and

DIXIE JANE PROPRIETARY LIMITED



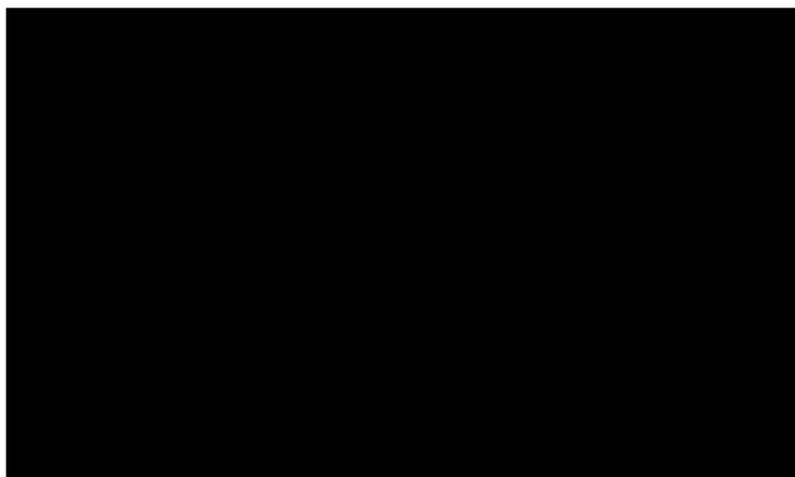
represented herein by

Michael Saunders



who warrants that he is duly authorised to do so, and

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

Part 1 Schedule**1. Property****2. Leased Premises**

519.

3. Lease Period : 3 (three) years

Beneficial Occupation Date : 1 March 2025

Commencement Date : 1 April 2025

Expiry Date : 30 March 2028

4. Rental and Costs**4.1. Basic Rental (ex Vat):**

	Rental	Parking	Storeroom
01 April 2025 – 30 March 2026	R18,000.00	R3,200.00	R2,200.00
01 April 2026 – 30 March 2027	R19,260.00	R3,424.00	R2,354.00
01 April 2027 – 30 March 2028	R20,608.20	R3,663.68	R2,518.78

(escalating at 7% per annum, compounded monthly)

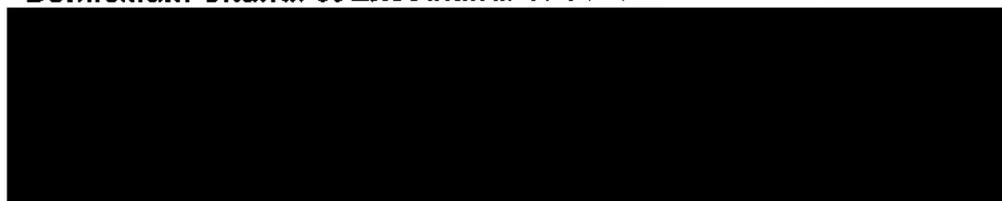
5. Purpose for which the Leased Premises are let :

Coffee, tea and herbal products retail outlet

6. Domicilium Citandi et Executandi of Landlord:



7. Domicilium Citandi et Executandi of Tenant :



8. **Deposit** (payable prior to the Beneficial Occupation Date):

Required Deposit (2 Months): R61,618.52 (based on basic rental in the last year of the Lease)

9. The following shall form part of the Lease:

Suretyship:	applicable
Company Resolution:	applicable
Copies of the Director's ID Documents:	applicable
Company Registration Certificate:	applicable

10. LANDLORD BANK ACCOUNT:



Part 2 General Terms and Conditions of Lease

1. DEFINITIONS

1.1 In this Agreement of Lease, unless the context otherwise requires, the expressions defined below shall bear the meanings set out hereunder:

1.1.1 **"Agreement/Agreement of Lease/Lease Agreement or Lease"** means this agreement together with all Schedules and Annexures;

1.1.2 **"Applicable Laws"** means in relation to a Party, all and any —

1.1.2.1 statutes and subordinate legislation and common law; and

1.1.2.2 regulations; and

1.1.2.3 ordinances and by-laws; and

1.1.2.4 directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

1.1.2.5 other similar provisions,

from time to time, compliance with which is mandatory for that Party;

1.1.3 **"Beneficial Occupation Date"** means the date upon which the Landlord shall permit the Tenant to enter into occupation of the Leased Premises prior to the Commencement Date;

1.1.4 **"Beneficial Occupation Period"** means the period between the Beneficial Occupation Date and the Commencement Date;

1.1.5 **"Body Corporate"** means the body corporate established in terms of the Scheme in accordance with the provisions of the Sectional Titles Act, No 95 of 1986;

1.1.6 **"Commencement Date"** means the date as recorded in the Schedule upon which, in the reasonable opinion of the Landlord, the Lease will commence or such other date as may be determined in terms of clause 2.3;

1.1.7 **"Common Areas"** means all staircases, stairwells, toilets not specially set aside for the Tenant's exclusive use, parking areas, ramps, entrance ways and hallways and all areas which are not in the opinion of the Landlord to be designated as rentable areas;

1.1.8 **"Expiry Date"** means the Expiry Date of the Lease Period as indicated in the Schedule or if the Agreement is extended, the termination date of the last renewal period;

1.1.9 **"Leased Premises"** means the area let in terms of this Lease and as described in the Schedule together with any areas in respect of which the Tenant has exclusive use;

1.1.10 **"Parties"** means the Landlord and the Tenant and **"Party"** means either one of them as the context indicates;

- 1.1.11 **"Property"** means the Property upon which the Leased Premises is situated as described in the Schedule hereto;
- 1.1.12 **"Rates and Taxes"** means those charges levied by any competent authority or body upon and in respect of the Leased Premises and/or other charges relating to the value of the Leased Premises and/or improvements thereon, at any time during the currency of this Lease including any increases in those charges;
- 1.1.13 **"Scheme"** means the scheme as shown and more fully described on the sectional plan in the scheme known SS Mirage (61/2015);
- 1.1.14 **"Total Monthly Rental"** means the aggregate of the Tenant's basic monthly rental as agreed between the Parties (including the monthly parking and storeroom rental) as set out in the Schedule hereto and any other monthly charges set out in the Schedule hereto, any increases in Rates and Taxes and Body Corporate levies or contemplated in this Agreement;
- 1.1.15 **"VAT"** means value added tax payable in terms of the VAT Act; and
- 1.1.16 **"VAT Act"** means Value Added Tax Act 89 of 1991, as amended.
- 1.2 Reference to the masculine gender shall include the feminine gender and vice versa.
- 1.3 The singular shall include the plural and vice versa.
- 1.4 Natural persons shall include juristic persons.
- 1.5 The headings in this Agreement are for the sake of convenience and shall not given the interpretation thereof.
- 1.6 Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of the Agreement. If any provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.
- 1.7 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 1.8 The words "include" and "including" do not imply any limitation.
- 1.9 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 1.10 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or official public holiday as gazetted by the government of the Republic of South Africa from time to time.
- 1.11 Any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday or Sunday or public holiday, the next succeeding business day.
- 1.12 The interpretation and enforcement of this Lease shall at all times be governed by the laws of the Republic of South Africa.

2. BENEFICIAL OCCUPATION

- 2.1. The Tenant shall be entitled to obtain access to the Leased Premises on the Beneficial Occupation Date as reflected in the Schedule for the purpose of fitting its installations, fixtures and fittings. All the provisions of this Lease shall apply during the Beneficial Occupation Period, including the Tenant being liable for all costs and charges in terms of the Lease, save that no basic monthly rental will be payable during the Beneficial Occupation Period.
- 2.2. The Tenant shall on demand from the Landlord pay the removal cost of its refuse and debris arising from any installation work carried out by the Tenant during the Beneficial Occupation Period or during this Agreement from any cause whatsoever. All refuse and debris shall be removed by the Tenant at intervals of no longer than 24 (twenty four) hours, and without prejudice to the rights which the Landlord has in terms of this Lease, the Landlord shall be entitled to, but not obliged, to remove such rubble at the Tenant's cost and the Tenant shall pay such costs to the Landlord upon presentation of an invoice.
- 2.3. If the Landlord is unable to give the Tenant Beneficial Occupation of the Leased Premises on the Beneficial Occupation Date by reason of the Leased Premises being incomplete, or in a state of disrepair, or for any other reason, the Tenant shall have no claim for damages or right of cancellation and shall accept Beneficial Occupation on such later date on which the Leased Premises are available. In the event of such a delay the Beneficial Occupation Date shall be the date on which the Leased Premises shall become available for occupation and the Commencement Date and Expiry Date shall be extended accordingly.
- 2.4. Notwithstanding anything contained to the contrary herein, the Tenant shall not be entitled to take occupation of the Leased Premises unless and until the Tenant delivers, to the satisfaction of the Landlord, the following:
- 2.4.1. a duly signed Lease by all Parties;
 - 2.4.2. the deposit or irrevocable bank guarantee, as the case may be;
 - 2.4.3. all relevant FICA documentation applicable to the Tenant;
 - 2.4.4. payment of the first month's basic rental; and
 - 2.4.5. payment of the Lease fee as set out in clause 29 of the General Terms and Conditions.



5.3. Should any dispute arise between the Landlord and the Tenant in respect of the amount to be charged and recovered from the Tenant in terms of clause 5.1 above, then the dispute, including any liability for the auditor's fees, shall be determined by the Landlord's auditor, whose decision will be final and binding on the Parties.

6. WATER, ELECTRICITY, SEWERAGE, REFUSE AND OTHER CONSUMABLES AND CHARGES PAYABLE BY THE TENANT

6.1. The Tenant shall be liable for and shall pay on demand from the Beneficial Occupation Date –

6.1.1. for the supply, consumption and use of electricity, water, gas, and other services, utilities and facilities supplied to the Leased Premises;

6.1.2. all costs of removing refuse, any special refuse fees, sanitary fees, sewerage fees, special sewerage fees and domestic effluent fees and meter reading fees attributable to the Property; and

6.1.3. all deposits payable in respect of all or any (as the case may be) of the foregoing, including basic and fixed and/or service charges and expenses, plus VAT thereon ("**Service Charges**").

6.2 The Tenant shall pay the Service Charges –

6.2.1 where any account is rendered directly to the Tenant on behalf of the Landlord, to the person or body entitled to receive such payments on or before the due date for payment; and

6.2.2 where any account is rendered directly to the Landlord, to the Landlord on demand.

6.3 The Tenant shall regularly as and when required to do so by the Landlord furnish proof of timeous payment of accounts rendered directly to the Tenant and if the Tenant fails to pay any such account on the due date, or to render satisfactory proof of such payment to the Landlord, the Landlord shall be entitled (but not obliged and without prejudice and in addition to any rights and remedies which the Landlord may have) to pay the account and recover the amount so paid by it from the Tenant on demand.

6.4 The Tenant shall notify the Landlord and relevant authority in writing should the electrical current or any other service to the Leased Premises cease or become defective or is interrupted.

6.5 In the Landlord's sole discretion, the Tenant's liability for any of the Service Charges may be charged in accordance with separate meters and/or separate accounts rendered by the local and/or applicable authority, or in accordance with sub-meters which the Landlord shall be entitled to install at any time at the Tenant's cost.

6.6 Throughout the duration of this Lease, the Landlord shall be entitled to, at the Landlord's sole discretion, to install a pre-paid electricity system at the Leased