

S.D. MHAHA
M.N. MAGOSO

T212105

DEED OF TRANSFER No. T 52015/02

Prepared by:

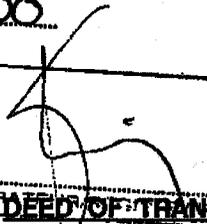
ASKEW GRINDLAY AND PARTNERS INCORPORATED
Attorneys & Conveyancers
5 Havelock Crescent
MORNINGSIDE
DURBAN

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Prepared by me:

FEES	
Stamp duty
Reg.	R340,00
Serv
G/W. Band

Conveyancer
de VILLIERS A-B

VERBIND MORTGAGED	
VIR FOR R 370 000,00	
B 30991 /02	
2002-09-10	
REGISTRAR OF DEEDS DEED OF TRANSFER	

2002-09-10

T 52015 /02

BE IT HEREBY MADE KNOWN:

THAT **ANDRÉ DUNCAN de VILLIERS** of PIETERMARITZBURG, Conveyancer, appeared before me, Registrar of Deeds for the Province of KwaZulu-Natal, at PIETERMARITZBURG, he the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

1. **MAURICE GOODE CORDJOHN**
Identity Number 470428 5073 18 8
Married, which marriage is governed by the Laws of England

and

2. **JUDITH MARY CORDJOHN**
Identity Number 451005 0056 18 7
Married, which marriage is governed by the Laws of England

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FOR ENDORSEMENTS SEE PAGE 156-

which said Power of Attorney is dated the 13th day of AUGUST, 2002 and signed at DURBAN

AND the said Appearer declared that the said :

1. **MAURICE GOODE CORDJOHN**
- and
2. **JUDITH MARY CORDJOHN**

had, on 4th May 2002, truly and legally sold, and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of:

SIMBARASHE DENNIS MHAKA
Identity Number 700729 5657 08 2
and
MARY NONTUTHUKO MAGOSO
Identity Number 730105 0510 08 5
married in community of property to each other

their Heirs, Executors, Administrators or Assigns, in full and free property:

REMAINDER OF ERF 98 BOTHA'S HILL,
REGISTRATION DIVISION FT, PROVINCE OF
KWAZULU-NATAL, in extent 3344 (THREE
THOUSAND THREE HUNDRED AND FORTY
FOUR) square metres

FIRST TRANSFERRED by Deed of Transfer No. T 2593/41 with Diagram S.G. No. 3234/1940 annexed thereto and held by Deed of Transfer No. T 13679/87.

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the conditions of the original Government Grant No. 853 so far as now applicable.
- B.
 1. With the benefit of all roads over the Remainder shown on Outline Plan No. 70 x 6 filed in the office of the Surveyor General as created in said Deed of Transfer No. T 2593/41.
 2. With the benefit of all roads over transferred subdivisions as created in the relevant subdivisational transfers.
- C. Subject to the following special conditions created in the said Deed of Transfer No. T 2593/41:
 - (a) All buildings or erections on the property hereby sold shall be of good quality design and construction and no building except outhouses shall be constructed of wood and iron.
 - (b) No more than one dwelling house of building with the necessary outbuildings and accessories shall be erected on any one plot.

- (c) No purchaser shall plant or have on the land trees that grow over 6,10 metres in height at nearer distances than 30,48 metres apart.

The above conditions C (a) (b) and (c) shall operate in favour of the Remainder and transferred subdivisions burdened with similar conditions from time to time and may be enforced by such owners.

- (d) The Seller reserve in perpetuity the right without being required to pay compensation therefor by itself or others to lay, erect, maintain and use standards, cables, lines, pipes and the like under on and over the said land for the purpose of conveying electric current, water, drainage, sewerage and other like services and the purchaser agrees not to obstruct or interfere with or allow any obstruction or interference with the said works or appurtenances thereto any agrees that the Seller may enter upon the said property at all reasonable times for the said purposes or for the purpose of enforcing the rights reserved and the obligations agreed to in this Clause.

D. Subject to the following conditions imposed by the Administrator under Ordinance No. 27 of 1949 (as amended), as created by endorsement on Deed of Transfer No. T 18161/73, namely:

1. Except with the consent of the Administrator, the land shall not be used for other than residential purposes.
2. No tenement house, boarding house, semi-detached house, hotel or block of residential flats and not more than one dwelling house, together with such outbuildings as are ordinarily used in conjunction therewith, shall be erected on the land without the consent of the Administrator. Upon registration of title of any subsequent subdivision of the said land which shall have been approved by the Administrator, this condition shall lapse in respect of such subdivision and thereafter apply to the remainder only.
3. The local authority shall, without compensation, have the right to erect, lay and maintain electric wires and/or water supply piping over or under the land along any boundary thereof other than a road frontage and within a distance of 1,8 metres from such boundary and shall have reasonable access thereto for the purpose of maintenance, removal or extension. Maintenance shall include trimming, cutting or otherwise dealing with trees so as to prevent interference with the electric wires.

The rights conferred by this conditions shall be exercisable by any local authority or other body or person legally authorised to supply electric current or water for the benefit of the inhabitants of the township.

If the owner of the and be aggrieved by the unreasonable exercise of these rights he shall have the right of appeal to the Administrator whose decision shall be final.

4. The local authority shall, without compensation, have the right to construct and maintain sewers and drains over or under the land along any boundary thereof other than a road frontage and within a distance of 1,8 metres from such boundary and shall have reasonable access thereto for the purpose of maintenance, removal or extension, and the owner of the land shall, without compensation, be obliged to allow the sewerage and drainage of any other land or street to be conveyed along such sewers and drains; provided that if the owner of the land be aggrieved by the reasonable exercise of these rights he shall have the right of appeal to the Administrator, whose decision shall be final.
5. The owner of the land shall, without compensation, be obliged to permit such deposit of material or excavation on the land as may in connection with the formation of any street and owing to differences in level between the land and the street be deemed necessary by the local authority, in order to provide a safe and proper slope to the cut and fill commencing from the boundary of the land, unless he shall elect at his own cost, to build a retaining wall to the satisfaction of the local authority.
6. Where two or more pieces of land subject to similar conditions imposed at the instance of the Administrator are consolidated, such conditions shall apply to the consolidated area as a whole.

WHEREFORE the said Appearer, renouncing all right and title which the said

1. **MAURICE GOODE CORDJOHN**
- and
2. **JUDITH MARY CORDJOHN**

heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

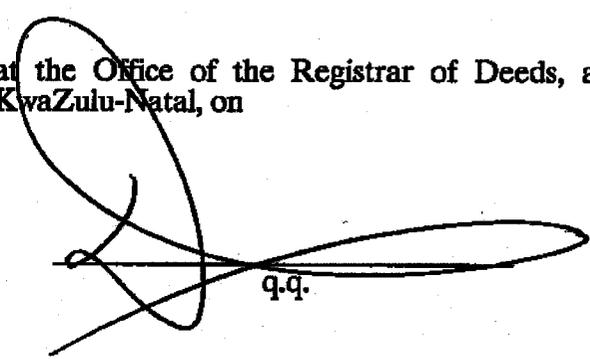
SIMBARASHE DENNIS MHAKA
and
MARY NONTUTHUKO MAGOSO

their Heirs, Executors, Administrators or Assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of **R430 000,00** (FOUR HUNDRED AND THIRTY THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the Registrar of Deeds, at Pietermaritzburg, in the Province of KwaZulu-Natal, on

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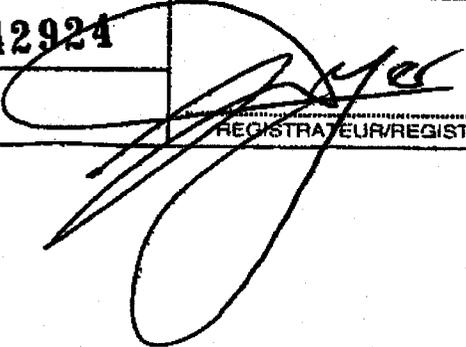
q.q.

In my presence



REGISTRAR OF DEEDS

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VERBIND		MORTGAGED	
VIR FOR R <u>480 000,00</u>			
B	05 42924		
2005-09-01			
		REGISTRATEUR/REGISTRAR	