

FEE'S

Star  
R 400,00  
Serv  
Q/M Bond

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DOCUMENT NO CASTLEDEX

D0004304731

Prepared by me

MEUMANN WHITE  
2<sup>nd</sup> Floor Wakefields House  
150 Essenwood Road  
Berea  
Durban  
4001

BC20 29259

GEKANSELLEER  
CANCELLED

REGISTRATEUR/REGISTRAR

2020-12-04

(3)   
CONVEYANCER  
FORREST BM

VERBIND MORTGAGED

VIR FOR R 481 500,00-

(6) B 000015635 / 2001

2001-06-01

REGISTRATEUR/REGISTRAR

2001-06-01

### DEED OF TRANSFER

F 008025679 / 2001

BE IT HEREBY MADE KNOWN THAT:

**GAVIN REES EMANUEL**

appeared before me, Registrar of Deeds, at Pietermaritzburg, the said appearer being duly authorised thereto by a Power of Attorney granted to him by

**VALARIE JANSEN**  
Identity Number 520722 0659 08 6  
Married, which marriage is governed by the laws of  
**ZIMBABWE** and assisted therein by her husband **BARRY**  
**MERVYN JANSEN** insofar as needs be

which said Power of Attorney was signed at *Durban* on  
*23rd April 2001.*

And the said appearer declared that his principal had, on 26 March 2001, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of:

FOR FURTHER ENDORSEMENTS SEE  
VIR VERDERE ENDOSSEMENTE SIEN.

*Pg. 7*

**LOUISE METCALFE**  
**Identity Number 701001 0225 08 6**  
**Married out of community of property**

her Heirs, Executors, Administrators or Assigns, in full and free property

**PORTION 55 OF ERF 958 DURBAN NORTH, REGISTRATION  
DIVISION FU, SITUATE IN THE DURBAN ENTITY, PROVINCE OF  
KWAZULU-NATAL;**

**IN EXTENT 1012 (ONE THOUSAND AND TWELVE) Square Metres**

**FIRST TRANSFERRED by Deed of Transfer No. 1776/1945 with  
Diagram S.G.O. Sub. Vol. 804 Fol 30 annexed thereto and held by  
Deed of Transfer No. T 27605/87**

**THIS PROPERTY IS TRANSFERRED:**

- (a) Subject to the conditions of the original Government Grant No. 1548/1847 in so far as these are now applicable.
- (b) With the benefit of the use of the road 12,19 metres wide over the Remainder of Sub E of Lot 12 No. 1548 as shown on the enlarged plan annexed to the Diagram of the said Remainder, as created in Deed of Transfer No. 1776/1945.
- (c) Subject to all the special conditions applicable to this property created in said Deed of Transfer No. 1776/1945 which appear therein in the following terms:-

The property hereby transferred shall not be subdivided and there shall not be erected thereon more than one dwelling house with the necessary outbuildings and accessories.

Any dwelling house erected on the property hereby transferred shall be used solely for the purpose of a private dwelling and shall not be let out or be used in separate portions or at all as flats, a boarding house, separate residences or dwellings, private hotel or anything whatsoever of a like nature.

Neither the property hereby transferred nor any dwelling or erection thereon shall be used either in whole or in part for the purpose of carrying on any business, trade, industry, vocation or calling.

All buildings or erections on the property hereby transferred shall be of good quality, design and construction, and shall be erected in brick, stone or concrete and not otherwise.



The Transferee shall not use or suffer to be used the property hereby transferred or any portion thereof or any buildings or erections thereon for the purpose of advertising or displaying any advertisement.

The foregoing conditions shall operate as servitudes over the property hereby transferred in perpetuity in favour of the following properties originally transferred to Durban North Estates Limited, the remainders of which are still held by them or any portions thereof, all situated near the North Bank of the River Umgeni, Victoria County, namely:-

1. Portion Y of Lot No. 2 and the Remainder of the said Lot 2.
2. Subdivision 1 of Lot D, Subdivision A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G, and Subdivision I, all of the Government Lot 12.
3. Subdivision B, Subdivision 1 of Lot C, Remainder of Subdivision C, Subdivision D, all of Government Lot 13 and the Remainder of the said Government Lot 13.
4. The Government Lot No. 14.
5. Subdivision A and the Remainder of the Government Lot 15.
6. The Government Lot No. 16.
7. Subdivision J of Lot 12.

And upon a breach of any of the foregoing conditions each and every owner from time to time of the aforementioned property or any part thereof shall be entitled and is hereby irrevocably authorised and empowered by the said Transferee and his successors in title to apply for and obtain an interdict restraining any person or persons from committing or continuing to commit a breach of any of the foregoing special conditions and servitudes.

The word "owner" in the preceding clause shall be deemed to include each and every registered owner of land whose deeds of title contain conditions similar to the foregoing conditions.

- (d) Subject also to the following further special conditions as created in said Deed of Transfer No. 1776/1945 which appear therein in the following terms-

No building or erection shall be placed on the said land within 7,62 metres of the boundary line of any road upon which the property hereby transferred abuts without the consent in writing of Durban North Estates Limited first had and obtained.

No buildings or erections shall be placed on the land hereby transferred until plans and locations of the same have been submitted to and approved by Durban North Estates Limited, who shall bona fide consider the same and no such buildings or erections shall be made in conflict with any such plans.



In particular adequate sanitary conveniences shall in each case be erected or provided for on the property if any building or erection intended for human habitation or use is placed thereon and shall be of the nature and type approved by Durban North Estates Limited and no building or erection for sanitary purposes shall be made on the property except in the manner and to the design approved by Durban North Estates Limited. All roofs must be of tiles unless Durban North Estates Limited in their discretion agree otherwise.

The Transferee shall fence or hedge the property hereby transferred within six (6) months from the date of the purchase. No fence shall be of such a nature as would be likely in the bona fide opinion of Durban North Estates Limited to depreciate the value of any adjoining property or would in their bona fide opinion be unsightly nor shall it be allowed to fall into disrepair.

The Transferee or any tenant or occupier of the said property hereby transferred or portion thereof shall not do or suffer to be done anything which in the bona fide opinion of Durban North Estates Limited is noisome, injurious or objectionable or a public or a private nuisance or a source of damage, disturbance or annoyance to the owners, tenants or occupiers of land and buildings in the neighbourhood of the property hereby transferred. If the Transferee, tenant or occupier of the said property shall by act or omission commit a breach of any of the provisions of this clause Durban North Estates Limited may give him notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates Limited and upon his or their failure so to do Durban North Estates Limited may, but shall not be bound to enter upon the property hereby transferred and take steps to abate such nuisance and may recover the cost from any person served with such notice.

The Transferee shall not grant any servitude of right of way or any right of access over the said property hereby transferred or any portion thereof without the consent in writing of Durban North Estates Limited first had and obtained.

Durban North Estates Limited reserve in perpetuity the right without being required to pay compensation therefor by themselves 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 the like and the Transferee agrees not to obstruct or interfere with or allow any obstruction or interference with any such standards, cables, lines, pipes and the like, and agrees that Durban North Estates Limited by themselves or others may enter upon the said property at all reasonable times for the purpose of enforcing the rights reserved and the obligations accepted in this clause.

Upon a breach of any of the foregoing conditions on the part of the Transferee to be observed, Durban North Estates Limited shall be entitled and are hereby irrevocably authorised and empowered by the Transferee and his successors in title to apply for and obtain an interdict restraining any person or persons from committing or continuing to commit a breach of any of the aforesaid conditions.



Durban North Estates Limited shall be entitled to assign or delegate the rights conferred upon them by the foregoing including their powers of consent, approval and the like.

Any reference in this deed of transfer to the "Transferee" shall be deemed to include his heirs, executors, administrators and assigns or successors in ownership to the said property.

In so far as any condition in this Transfer contained confers any rights upon owners of other property than that hereby transferred (hereinafter referred to as other Owners) it shall be deemed and regarded as a stipulation made by Durban North Estates Limited and the Transferee on his own behalf and on behalf of his successors in title, for the benefit of such other Owners, and such other Owners shall be entitled to the benefit thereof and their acceptance thereof shall be sufficiently evidenced either by notice thereof to the Transferee or his successors in title or by the institution of proceedings against the Transferee or his successors in title in virtue of this clause. AND WHEREAS the Transferee has already recorded in his contract of purchase the following admission, it is a condition of this transfer that the Transferee and his successors in title shall be on such acceptance by such other Owners as if he had directly contracted with them as on the Twelfth day of May, 1926, so that the said other Owners shall have the same rights in respect of any breach by the Transferee or his successors in title as Durban North Estates Limited have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

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

**VALARIE JANSEN**

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

**LOUISE METCALFE**

her Heirs, Executors, Administrators or Assigns, now is 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 R635 000,00 (~~SIX~~ <sup>FIVE</sup> HUNDRED AND THIRTY FIVE THOUSAND RANDS).

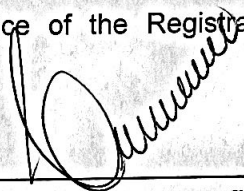
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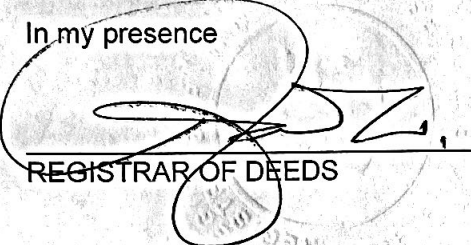
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the Registrar of Deeds at Pietermaritzburg on 2001-06-01

  
\_\_\_\_\_

q.q.

In my presence

  
\_\_\_\_\_  
REGISTRAR OF DEEDS

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