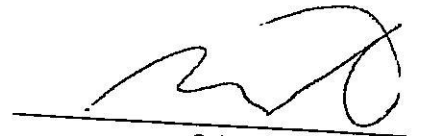


TATE, NOLAN & KNIGHT INC.
ATTORNEYS, NOTARIES &
CONVEYANCERS
15 ENNISDALE DRIVE
DURBAN NORTH
4051

Prepared by me



CONVEYANCER
CORNEL ANTON VAN DE VENTER

FEES	
Stamp Duty	
Reg.	R900-00 <i>ae</i>
Waiver	
Of Bond	

T 000036503*2013

13 NOV 2013

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

CORNEL ANTON VAN DE VENTER

appeared before me, REGISTRAR OF DEEDS at Pietermaritzburg, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at DURBAN on 14TH OCTOBER 2013 and granted to him by:

**The Executor in the Estate Late
JAMES JOHN BEERE
Number 3054/2013 DBN**



And the appearer declared that his said principal had, on 29 August 2013, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

NEVILLE LEONARD LEWIS
Identity Number 4502205110084
Married out of community of property

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

PORTION 70 OF ERF 3134 DURBAN NORTH, REGISTRATION DIVISION
FU, PROVINCE OF KWAZULU-NATAL


IN EXTENT 1012 (ONE THOUSAND AND TWELVE) Square Metres

First transferred by Deed of Transfer Number. T20540/1976 with diagram SG
No. 3017/50 and held by Deed of Transfer Number T31017/1994.

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the conditions of the original Government Grant No. 1545 in so far as these are now applicable.
- B. Subject to a 3,05 metre sewer and drain servitude marked E.F.G.H on the diagram S.G No. 3017/50 of the said Sub 70 in favour of transferred subdivisions of Sub 1 of Lot LS Durban North No. 13452, as created in the relevant subdivisional transfers.
- C. Subject to a 3,05 metre sewer and drain servitude marked E.F.G.H on the diagram S.G No. 3017/50 of the said Sub 70 in favour of the Remainder of Sub 1 of Lot LS Durban North No. 13452, as created in the Deed of Transfer No. T20540/1976.
- D. With the benefit of a 3,05 metre sewer and drain servitude over transferred subdivisions of Sub 1 of Lot LS Durban North No. 13452, as shown on the diagrams thereof, as created in the relevant subdivisional transfers.
- E. With the benefit of a 2,44 metre sewer and drain servitude over transferred subdivisions of Sub 1 of Lot LS Durban North No. 13452, as shown on the diagrams thereof, as created in the relevant subdivisional transfers.
- F. With the benefit of a 2,44 metre sewer and drain servitude over transferred subdivisions of Sub 1 of Lot LS Durban North No. 13452, as shown on the General Plan No. 98 X 13R, as created in the said Deed of Transfer No. T 20540 / 1976.
- G. With the benefit of a 2,44 metre sewer and drain over Sub 81 (a Sub of 1) of LS Durban North No. 13452 and marked J.K.L.M on the diagram thereof, as created in the said Deed of Transfer No. T 20540 / 1976.



- H. With the benefit of a sewer and drain servitude over Sub 73 (a Sub of I) of Lot LS Durban North No. 13452, as shown on the diagram thereof, as created in Deed of Transfer No. 8616 / 1958.
- I. With the benefit of a 2,44 metre sewer and drain servitude over transferred subdivisions of Lot LS2 Durban North No. 14195, as shown on the diagrams thereof, as created in the relevant subdivisional transfers.
- J. With the benefit of a sewer and drain servitude over the Remainder of Lot LS2 Durban North No. 14195, as shown on the General Plan No. 98 X 14R, as created in Deed of Transfer No. 20633/1973.
- K. With the benefit of the use of the roads over the Remainder of Lot 15 No. 1556 and the Remainder of Lot 16 No. 1545 as shown on the enlarged plan annexed to the diagram of the said Remainder as created in Deed of Transfer No. 6277/1947.
- L. Subject to the following special conditions created in said Deed of Transfer No. 6277 / 1947, which applies insofar as the provisions of paragraph 7 thereof are not repealed by Section 28 of Act 101 of 1969 :-
1. There shall not be erected on the said property or any portion or sub - division thereof houses in a terrace or terraces, block or blocks or set or sets of flats, tenements or anything of a like nature or residential premises consisting of more than one private dwelling house with the necessary outbuildings. No building on the property or any portion subdivision thereof shall be converted into or used for flats or a terrace or terraces of houses or tenements, or be used in separate portions or at all as a boarding house, separate residences or dwelling, private hotel or anything whatsoever of a like nature.
 2. No sub-division of the said property or any portion thereof shall ever take place to produce a subdivisional lot less in extent than 1012 square metres and any buildings erected on any such subdivisional lots shall only be private dwelling houses; there shall ever be erected on any one subdivisional lot more than one private dwelling house with the necessary outbuildings and accessories so that there shall never be more than one private dwelling house with the necessary outbuildings and accessories to each 1012 square metres of land area.
 3. Any private dwelling house erected on the land or any portion or subdivision thereof shall be used solely for the purpose of a private dwelling and shall not be let out or be used in contravention of paragraph 1 above.
 4. All buildings or erections on the said property and any portion or subdivision thereof shall be of good quality, design and construction and shall be erected in brick, stone or concrete and not otherwise. No roofs, fences, or visible structures shall be of visible corrugated material while all roofs must be of tiles, slates, shingles or concrete.
 5. Neither the said property nor any portion or subdivision thereof 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.
- 

6. Neither the said property nor any portion or subdivision thereof nor any buildings or erections thereon may be used for the purpose of advertising or displaying advertisements.

Any reference in this sub-section to the property hereby transferred shall be deemed to include any party of such property.

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 portion thereof, all situated near the North bank of the River Umgeni, Victoria County, Natal namely :

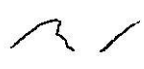
1. The Remainder of Lot 2.
2. Subdivision 1 of Lot D, Subdivision A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G and Subdivision I, all of the Government Lot 12.
3. Subdivision B, Subdivision 1 of Lot C, Remainder of Subdivision C, Subdivision D, all of Government Lot 13 and the Remainder of the said Government Lot 13.
4. The Government Lot 14.
5. Subdivision A and the Remainder of the Government Lot 15.
6. The Government Lot 16.
7. Subdivision J of Lot 12.

And upon a breach of any of the foregoing condition 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 successors in title to apply for and obtain an interdict restraining any 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.

M. Subject also to the following further special condition as created in said Deed of Transfer No. 6277 / 1947 :-

No building or erections shall be placed on the said land or any portion thereof within 7,62 metres of the boundary line of any road or public place upon which the property, portion or subdivision abuts or of any road or public place which may hereafter be created on the property hereby sold, PROVIDED HOWEVER that in the case of a portion or subdivision being bounded by two or more roads or being bounded by any road and a public place, the side or rear elevation of any building or erection may be placed less than 7,62 metres from the boundary line of any road or public place but not less than 4,75 metres therefrom PROVIDED FURTHER that any building line fixed for any adjoining portion or subdivision shall be conformed to.



No buildings or erections shall be placed on the land hereby transferred or any portion or subdivision unless and until the plans thereof shall have been made to comply with all the conditions hereof.

In particular, adequate sanitary conveniences shall in each case be erected or provided for if any building or erection intended for human habitation or use is placed on the property or any portion or subdivision thereof, and no separate buildings or erections for sanitary purposes shall be made on the property or any portion or subdivision thereof.

No fence shall be of such a nature as would be likely to depreciate the value of any adjoining property or would be unsightly nor shall it be allowed to fall into disrepair.

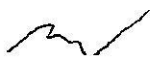
The Transferee or tenant or occupier of the said property hereby transferred or portion thereof shall not do or suffer to be done anything which in the bona fide opinion of Durban North Estates Limited, is noisome, injurious or objectionable or a public or a private nuisance or a source of damage, disturbance 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.

Upon a breach of any of the obligations contained in the foregoing sections of this clause on the part of the Transferee to be observed, Durban North Estates Limited shall be entitled and are hereby irrevocably authorized 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 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 its heirs, executors, administrators or 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 its contract of purchase the following admission, it is a condition of this transfer that the Transferee and his successors in title shall on such acceptance by such other Owners in such event be under the same liability to other Owners as if he had directly contracted with them as on the 18th day of September 1946, so that the said 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 a breach may have occurred prior to such acceptance.

N. Subject to the following further special conditions as created in the said Deed of Transfer No. T 20540 / 1976, namely : -

- a. The said land and any dwellings or erections hereafter erected thereon shall be used solely for residential purposes and shall not be used either in whole or in part for the purpose of carrying on any business, trade, industry, profession, vocation or calling without the prior written approval of the City Council first had and obtained. Any dwelling erected on the land shall be used solely for the purpose of a private dwelling and shall not be let 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.
 - b. All additional buildings or erections on the land shall be of good quality, design and construction and shall be erected in brick stone and concrete or in other hard, permanent and fireproof material and not otherwise. All building shall be erected on such level, to such building line and to such elevation as shall be determined by the City Council. Boundary fences and external coverings to all roofs shall be of such materials as meet with the approval of the City Council.
 - c. The City Council reserves in perpetuity the right, without being required to pay compensation therefor to erect, lay, maintain, use and remove standards, lines, cables, 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 owner agrees not to obstruct or interfere with or allow any obstruction or interference with any such standards, lines, cables, pipes and the like, or to erect any building or other permanent structure within nought comma nine one (0,91) metres of any such standards, lines, cables, pipes and the like without the prior express consent of the City Council, provided that any damage done during the process of erecting, laying, maintaining, using or removing such standards, lines, cables and the like shall be made good by the City Council. The owner also agrees that the City Council by itself 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.
 - d. The City Council shall at any time be entitled to enforce the observance of the above conditions by process of ejectment, perpetual interdict or otherwise.
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WHEREFORE the said Appearer, renouncing all right and title which the said

Estate Late JAMES JOHN BEERE

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

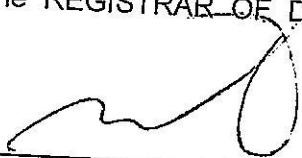
NEVILLE LEONARD LEWIS, Married as aforesaid

his 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 R1 100 000,00 (ONE MILLION ONE HUNDRED 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 on

13 NOV 2015



q.q.

In my presence



REGISTRAR OF DEEDS

