

S. G. No.

Approved

Surveyor-General

ACT 5 OF 2008

Road Servitude 3,50m

Rem of 1 of 4694

2(of 1) of 4694

S&D Serv. 3,00m

4711

CORONATION ROAD

4323

986

SCALE : 1 : 1 000

The figure A B C D represents 4046 square metres of land, being

ERF 6156 QUEENSBURGH

- and comprises
1. The figure AaBD representing Erf 982 Queensburgh vide Diagram Sub Vol 318 fol 96 and Deed of Transfer No. T2344/1935
 2. The figure aBCb representing Erf 985 Queensburgh vide Diagram Sub Vol 438 fol 89 Deed of Transfer No. T12355/1989

situate in the eThekweni Municipality

Registration Division - FT, Province of KwaZulu - Natal

Compiled in April 2017

by me

[Signature]
K. de Villiers - Professional Land Surveyor
Registration No. PLS-0882

This diagram relates to

No.

Registrar of Deeds

The original diagram is

S.G.No.

Transfer

No.

File No.

S.R. No.

Comp.

S.G.O.

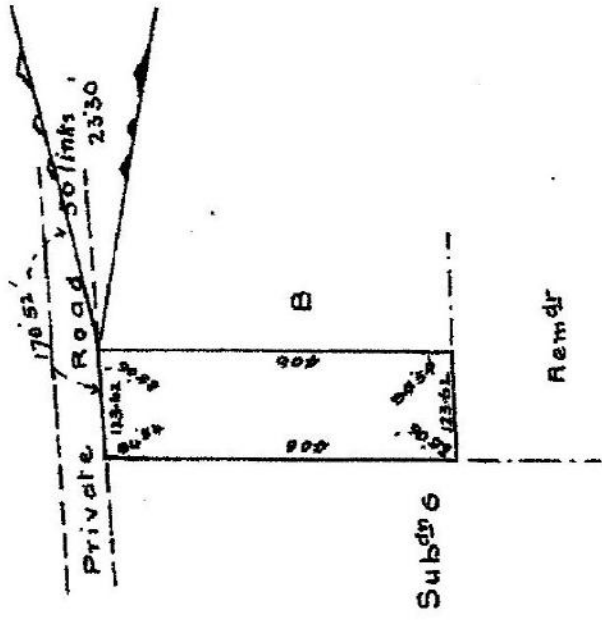
Sub Vol. 318 fol. 96

19/12/07 J.H.

for Ex. of D.

S 318 p. 96

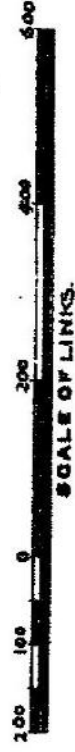
Disclaimer Notice
 "Although every effort is made to provide for accurate and reliable information, The Ethekwini Municipality accepts no liability or responsibility whatsoever for the same on this plan. In case of council services, these must be used as a guide only. Details should be physically checked on site."



RELOCATED
 VIDE S.A. NO.
 423/1979

NOW REGISTERED AS LOT 502

1 FT



The above diagram represents the figure and extent of

Areas, 2 Roads, - Portions of land known as

Subdn A of Lot 5 Block D of Subdn N Farm Bellair

situated in the County of Durban Colony of Natal.

- Bounded:-
- N. by Subdn B
 - S. by Subdn 6
 - E. by Remdr
 - W. by Private Road.

19039

Surveyed by me,

[Signature]

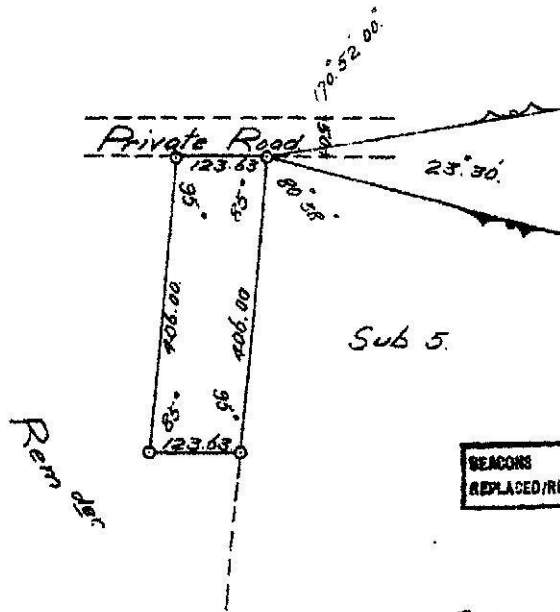
November 1907

SV 438 ~ 89
S.G.O.

Sub. Vol 88 Fol. 89

W.A.G.
Es. of D.
13.3.19

9 =
W.A.G.



BEACONS REPLACED/RELOCATED	VIDE S.R. NO. 423/1979
-------------------------------	---------------------------

365
Durban

CO-ORDINATES	
Y	X

REG. NO.
FT



The above Diagram represents the figure and extent of
— Acres 2 Roods 0 Perches of land known as

Lot A of Sub 6 of Block D of Sub N of Farm Bellair, N° 823
situated in the County of Durban Province of Natal.

Bounded: N. by Sub 5.

E. and S. by Remainder

W. by Private Road.

Surveyed by me,

FTBD 4 A 4

W. Elton Gallier.

Government Surveyor.

March 1919.

File 7457/51
23048

of THE NATAL DISTRICT ASSOCIATION of the CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA, and as such the Official Trustees, they being duly authorised thereto by Resolution of the said NATAL DISTRICT ASSOCIATION dated the 3rd December, 1934; and GARTH THORNTON GREEN of Malvern, Manager, JAMES BENNETT MUMFORD of Malvern, Accountant, and MATTHEW ROBERT BRANSBY of Malvern, Accountant, in their capacities as Local Trustees of the MALVERN BRANCH of the Church and Congregation of Protestant Evangelical Christians known as "THE MALVERN CONGREGATIONAL CHURCH", being duly authorised thereto by a Resolution of the said Church dated the 27th September, 1934; which Power of Attorney is dated the 9th April, 1935, and drawn up at Durban, Natal, and witnessed in accordance with Law, which Power of Attorney and Resolutions were exhibited to me on this day.

AND THE APPEARER DECLARED THAT

WHEREAS the Malvern Branch of the Churon and Congregation of Protestant Evangelical Christians known as "THE MALVERN CONGREGATIONAL CHURCH" has, since its inception been associated with the CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA.

AND WHEREAS by Resolution dated the 19th December, 1926, the said Church resolved to become a constituent Church of, and thereby become incorporated into, the said CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA.

AND WHEREAS it appears to the Members of the said Church that the purposes for which the land and buildings were acquired will be better safeguarded by vesting such property entirely in the said CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA;

NOW/

NOW THEREFORE, the Appearer declared that his Principals in their aforesaid capacities had truly and legally donated, and that he, in his capacity aforesaid did, by these presents, cede and transfer in full and free property to and on behalf of WALTER NOEL HADEN TARRANT of Port Elizabeth, Minister of Religion, HERBERT ARWELL THORPE of Durban, Solicitor, and JAMES MARTIN DOWER of Durban, Minister of Religion, in their respective capacities of Chairman, Treasurer and Secretary for the time being of THE CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA, their Successors in Office or Assigns, a certain piece of land described as :-

782 Durban Borough
Subdivision A of Lot 5 Block D of Subdivision N, Farm "Bellair", No. 823, situate in the Area of the Malvern Local Administration and Health Board, County of Durban, Province of Natal, in extent Two (2) Roods

FURTHER PARTICULARS WHEREOF will appear on reference to the Deed of Transfer No. 117/1908 dated the 28th January, 1908, in favour of the Appearer's Principals' predecessors in Office, and to the diagram thereto annexed.

THIS PROPERTY is transferred :-

- a) Subject to the whole terms and conditions in so far as still in force and applicable contained in the original Government Grant No. 823.
- b) Free of all the Trust conditions contained in the said Deed of Transfer No. 117/1908 except that the said property is to be used for religious, educational, philanthropic or charitable purposes only.

WHEREFORE, the said Appearer, renouncing all the right and Title his Principals, the said Chairman, Secretary

and/

and Treasurer of the NATAL DISTRICT ASSOCIATION OF THE CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA and the said Local Trustees of the MALVERN BRANCH of the said Church, heretofore had to the premises did, in consequence, also acknowledge his Principals aforesaid to be entirely dispossessed of and disentitled to the same, and that by virtue of these presents the said CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA, their Successors in Office or Assigns, now are and henceforth shall be entitled thereto, conformably to local custom, Government, however, reserving its right, and finally acknowledging the full value of the said piece of land to be the sum of ONE THOUSAND POUNDS (£1,000)

AND the said Appearer, duly authorised thereto by a Power of Attorney granted to him by WALTER NOEL HADEN TARRANT of Port Elizabeth, Minister of Religion, HERBERT AMWELL THORPE of Durban, Solicitor, and JAMES MARTIN DOWER of Durban, Minister of Religion, in their respective capacities of Chairman, Treasurer and Secretary for the time being of the said CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA, which Power of Attorney is dated at Port Elizabeth the 26th day of December, 1934, and at Durban the 21st December, 1934, and witnessed in accordance with Law, and which Power of Attorney was exhibited to me on this day, declared to accept the donation, transfer and conveyance of the said piece of land for and on behalf of the said CONGREGATIONAL UNION CHURCH AID AND MISSIONARY SOCIETY OF SOUTH AFRICA.

IN WITNESS WHEREOF I, the said Registrar, together

with/

with the Appearer q.q. have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THIS DONE AND EXECUTED at the Office of the Registrar of Deeds at Pietermaritzburg, in the Province of Natal, on this 24th day of the month of April in the Year of Our Lord One Thousand Nine Hundred and Thirty Five.

Ed. Seale
q.q.

In my presence:

J. W. Mantz
Registrar of Deeds

Registered Property Register,

No. *AY* Folio. *137*.

Registered Personal Register

Le *C* Folio. *637*.

P. 546.

W
Registering Clerk.

F E E S	
Stamp Duty	<i>2-18/-</i>
Reg.	<i>12/-</i>
Seal	<i>7-18/-</i>
GR Bond	



THE NAME OF THE	THE NAME OF THE
IS VERSAHER NA	HAS BEEN CHANGED TO
Congregational Church of Queensburg	3 trees
BC50539103	
2003-12-12	
	REGISTRATEUR/REGISTRAR

4140 / 03

VA

Certified a true copy of the duplicate/original
Gesertifiseer 'n ware afskrif van die duplikaat/
filed of record in this Registry, issued to serve in
oorspronklike in bewaring gegae op hierdie Regi-
place of the original thereof under the provisions
strasiekontrole, uitgereik om te dien in die plek van
of Deeds Registrars Regulation No. 28. (A)
die voorskriftlike daarvan onder die bepalings van
die Registrars van Aktes Reguleer No. 28.

2003-12-12

REGISTRAR OF DEEDS
REGISTRATEUR VAN AKTES

ENDOSSEMENT KRAGTENS ARTIKEL 43 VAN WET 9 VAN 1927	ENDORSEMENT IN TERMS OF SECTION 43 OF ACT 9 OF 1927
DIE BESKRYWING/GROOTTE VAN DIE BINNEGEMELDE EIGENDOM IS GEWYSIG OM TE LIES:	THE DESCRIPTION/EXTENT OF THE WITHINMENTIONED PROPERTY HAS BEEN AMENDED TO READ:
EF 982 Queensburg	
2003-12-12	
	REGISTRATEUR/REGISTRAR

ERF 985

BELASBAAR
RATED

Prepared by, me:

Conveyancer.
BREYTENBACH G. D.

VERHUUR AAN		LEASED TO	
CONGREGATIONAL CHURCH OF QUEBETBURGH			
VIR FOR	99 JAARS	JAAR VANAF YEARS FROM	1 OCTOBER 2004
K	4028/05		
2005-10-31			
REGISTRATEUR/REGISTRAR			

30/05/89

T 12355/89

DEED OF TRANSFER.

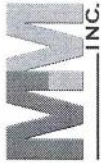
SHEPSTONE & WYLIE,
Attorneys, Conveyancers, etc.,
Scotswood House,
41 Acutt Street,
DURBAN.

BE IT HEREBY MADE KNOWN:

THAT RICHARD WILLIAM ST GEORGE POWER of Pietermaritzburg,
Conveyancer, appeared before me, the Registrar of Deeds for the Province of
Natal, he, the said Appearer, having been duly authorised thereto by a power of
attorney granted to him by the Executor of the

ESTATE NO. 5271/88 of the late
ARABELLA BARRATT.

dated the 12th May 1989 and signed at Durban.



McGLASHAN MCKEOWN INC
 ATTORNEYS · CONVEYANCERS · NOTARIES
 ADMINISTRATORS OF ESTATES & TRUSTS

Suite 5, 22 On Main

Cnr Greenway Close/22 Old Main Road
 Hillcrest, 3650

P O Box 59
 Hillcrest, 3650

Gilliflts / Hillcrest, 3610

Doceux 5, Hillcrest

KwaZulu-Natal

South Africa

GPS CO-ORDINATES: Latitude 29.788165 Longitude 30.7780720000000065

Tel : 031 765 3747

Fax : 031 765 3332

linda@mcglashans.co.za

www.mcglashans.co.za

Our ref: Linda Saunders

16 OCTOBER 2019

THE CONGREGATIONAL CHURCH OF QUEENSBURG
 C/O MR MBUSO MAVUNDLA
 TO BE COLLECTED

Dear Mr Mavundla

TITLE DEEDS FOR 27/31 CORONATION ROAD

We attach hereto your original registered Deed of Transfer No. T12355/1989 which has been endorsed with the deletion of Clause B as required.

Kindly acknowledge receipt by signing the attached copy of this letter.

Yours faithfully

Linda Saunders

McGLASHAN MCKEOWN INC

Received by: 

Received on : 16/10/19

Directors: *GW Theunissen (BCom LLB) *AP Leaker (BSocSci LLB)
Professionally Assisted by: SY Van Rooyen (LLB Thames Valley University, LLB Unisa)
Consultants: AW King (BA,LLB) *GA McGlashan (B,Proc)

Reg No: 2004/033453/21

In Association with Morris Fuller Williams Inc.

CONGREGATIONAL CHURCH
OF QUEENSBURGH
27 CORONATION ROAD
QUEENSBURGH 4093

POSTNET SUITE # 42
PRIVATE BAG X05
MALVERN
4055

115T57036

7/12/05/1989

M. M. MBAMBO

2005-10-06

K 4028705 L

LODGED
2005-09-27
REGISTRAR OF DEEDS
STERMANTZBURG, ZIMB.

BLACK BOOKING
<i>M/S/05</i>
INPUT
V. DE BEER
CHECK

MICRO
CHECKER
DATE

SANDILE E. DUMA
S. J. M. REDGARD
E. GOUVEA

PD

2005-10-06

BELASSAAR
RATED

Prepared by me:

Conveyancer.

BREYTENBACH G. D.

VERHUUR AAN	LEASED TO
CONGREGATIONAL CHURCH OF QUEENSBURG	
VIR FOR	JAAR VANAF YEARS FROM
99 JARS	1 OCTOBER 2004
K	4028/05
2005-10-06	
REGISTRAR/REGISTRAR	

30/05/89

T 12355/89

DEED OF TRANSFER.

SHEPSTONE & WYLIE,
Attorneys, Conveyancers, etc.,
Scotswood House,
41 Acutt Street,
DURBAN.

BE IT HEREBY MADE KNOWN :

THAT RICHARD WILLIAM ST GEORGE POWER
of Pietermaritzburg,
Conveyancer, appeared before me, the Registrar of Deeds for the Province of
Natal, he, the said Appearer, having been duly authorised thereto by a power of
attorney granted to him by the Executor of the

ESTATE NO. 5271/88 of the late
ARABELLA BARRATT.

dated the 12th May 1989 and signed at Durban.

<p><i>Conditions</i></p> <p>GEWYSIG KRAGTENS ART. 4 (1) (b) VAN AMENDEED IN TERMS OF SECTION 4 (1) WET 47 VAN 1937 OM TE LEES: (b) OF ACT 47 OF 1937 TO READ: <i>by the deletion of condition B</i></p>	
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<p>BC000027400 / 2019</p>	<p><i>φ</i></p>
<p>2019-09-19</p>	<p>REGISTRATEUR/REGISTRAR</p>

AND the said Appearer declared that whereas in her Will dated the 5th July 1978 and the Codicils thereto dated the 14th August 1979, 10th November 1984 and 30th December 1986, the said late ARABELLA BARRATT, who died on the 8th August 1988, bequeathed to the transferee hereunder, her immovable property situate at postal address 31 Coronation Road, Malvern, Natal, and hereinafter more fully described subject to the conditions contained in the Will and the Codicil dated the 30th December 1986 aforesaid; and that now therefore, he said Appearer, in his capacity aforesaid and further authorised thereto under the said power of attorney, did, by these presents, cede and transfer in full and free property to and on behalf of the -

REGISTRATION DIVISION
REGISTRAR'S AFDDELING

QUEENSBURGH HISTORICAL SOCIETY.

a member of the White Group, its successors in title or assigns, the property described as -

Lot 985 Queensburgh, situate in the Borough of Queensburgh, Administrative District of Natal, in extent two thousand and twenty three (2023) square metres,

first transferred by Deed of Transfer No. 1325/1919 with diagram S.G.O. Sub. Vol. 438 Fol. 89 relating thereto and held by Deed of Transfer No. 16527/1969.

WHITE GROUP
BLANKE GROEP

WHICH PIECE OF LAND IS TRANSFERRED -

- (A) Subject to such of the conditions of the original Government Grant thereof No. 823 as are still applicable.
- (B) Subject to the condition contained in the Will aforesaid and therein reading as follows -

"6.(b)(i) I express the wish that the said Society shall hold the said property in trust for use in perpetuity by the Senior Citizens of Queensburgh as a public park to be known as the EMILY HOWLEY GARDENS. I further express the wish that the house on the property should if possible be retained and that special facilities should be made available in the park for the older citizens of Malvern".



(C) Subject to the condition contained in the Codicil dated the 30th December 1986 aforesaid and therein reading as follows -

"1. I record that if the QUEENSBURGH HISTORICAL SOCIETY has ceased to exist at the date of my death or ceases to exist thereafter I bequeath my immovable property to the NATIONAL HISTORICAL SOCIETY'.

WHEREFORE the said Appearer, renouncing all the right and title which the said ESTATE of the late ARABELLA BARRATT heretofore had to the premises, did, in consequence, also acknowledge it to be entirely disposed of and disentitled to the same, and that by virtue of these presents the said QUEENSBURGH HISTORICAL SOCIETY, its successors in title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights; and finally acknowledging the value of the property hereby transferred to be the sum of TWENTY NINE THOUSAND FOUR HUNDRED AND FIFTY FOUR RAND (R29 454,00).

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer, q.q., 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 Natal, on **30/05/89**



q.q.

In my presence,



REGISTRAR OF DEEDS.

Registered in the Queensburgh Register:

Folio 985

Registering Clerk

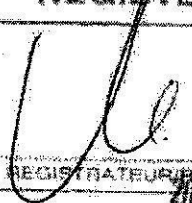
REKENING: DATAVALLED INHOEDKOMPUS: DATA CAPTURE		
OPGEWEN/ENTERED	DATA/DATUM	OPERATEUR/OPERATOR
DEGTA/AF/VERIFIECD	30/5/89	DPB
	9/6	ATC



FEE'S	
Stamp Duty	R95.00
Stamp	
G/M Bond	

PROTOCOL NO: 1000/05

NOTARIAL DEED OF LEASE
BY VIRTUE OF A POWER OF ATTORNEY

GEREGISTREER REGISTERED

REGISTRATEUR/REGISTRAR 2005-10-06

2005-10-06

K 4028/05 L

DICKINSON & THEUNISSEN INC
Attorneys, Notaries & Conveyancers
1st Floor, One Simpson Place
Sunnyside Lane
PINETOWN.

BE IT HEREBY MADE KNOWN :

THAT on this 7TH day of JUNE 2005 , before me:

GRAHAM WILLIAM THEUNISSEN

Notary Public, practising in Pinetown in the Province of KwaZulu-Natal, by lawful authority duly admitted and sworn, and in the presence of the subscribing witnesses personally came and appeared RASHIKA DHANRAJ, in her capacity as an agent of DANIEL CHRISTOFFEL BARNARD, DONALD WATERS AND JOHN HERBERT HENRY FENNER they being duly authorised thereto by virtue of a Resolution passed at a meeting of the CONGREGATIONAL CHURCH OF QUEENSBURGH held at QUEENSBURGH on the 19TH AUGUST 2004 [hereinafter referred to as the Lessee]



they, in turn, having authorised the said RASHIKA DHANRAJ by virtue of a Power of Attorney signed at MALVERN on the 25TH day of MAY 2005,

AND DANIEL CHRISTOFFEL BARNARD in his capacity as Chairman of the QUEENSBURGH HISTORICAL SOCIETY, he being duly authorised by virtue of a Resolution of the members of the society passed at a meeting held at QUEENSBURGH on the 19TH day of AUGUST 2004 [hereinafter referred to as the Lessor] he in turn having authorised the said RASHIKA DHANRAJ by virtue of a Power of Attorney signed at MALVERN on the 14TH day of DECEMBER 2004 both of which Powers of Attorney together with the Resolutions are filed in my Protocol with the Minutes hereof.

AND THE APPEARER DECLARED THAT :

WHEREAS THE LAND described as:

**ERF 985 QUEENSBURGH,
REGISTRATION DIVISION FT,
PROVINCE OF KWAZULU-NATAL**

In extent 2 023 (Two Thousand and Twenty Three) square metres

Held by the Lessor under Deed of Transfer No. T12355/89 and situated at 31 Coronation Road, Malvern, including the buildings thereon

[hereinafter referred to as "the property"]:

WHEREAS the said Lessor is empowered in terms of the Constitution to let the property.

AND WHEREAS the Lessee is desirous of hiring the Property;

AND THE APPEARER DECLARED THAT the Lessor leases the Property to the Lessee and that the following are the special conditions pertaining to such lease:

1.

The lease shall be for a period of 99 [Ninety-Nine] years, commencing on the 1ST day of OCTOBER 2004 subject however to the lease continuing for an indefinite period thereafter but be terminable by either party giving six [6] months' notice in writing to the other party.

2.

The rental shall be R1-00 [One Rand] per month from the commencement date and shall be payable yearly on the anniversary of the commencing date during the currency of this lease without deduction, demand or set-off and free of bank exchange to the Lessor at such place or to such person or persons within the Republic of South Africa as the Lessor may from time to time in writing nominate.

3.

- 3.1 The premises are let to the Lessee and are to be occupied by the Lessee for purposes in accordance with the wish of the Late Arabella Barratt only and shall not be used for any other purpose or purposes with the previous written consent of the Lessor being first had and obtained.
- 3.2 The Lessee shall not do anything or permit anything to be done in or on the premises which may be or may become a nuisance or annoyance to or in any way interfere with the neighbours.
- 3.3 The Lessee shall not cut down any of the trees on the premises without the written consent of the Lessor first had and obtained.
- 3.4 The Lessee shall allow the premises to be used for all senior citizens of Queensburgh.
- 3.5 Only vehicles authorised by the Lessee shall be permitted on the premises.

4.

The Lessee shall be entitled to make any structural alterations, additions or improvements to the Property with the written consent of the Lessor being first had and obtained in writing and may further erect on the Property facilities for the aged provided that such further erections shall be at the Lessee's expense and risk.

5.

- 5.1 The Lessee shall lease the premises on a voetstoots basis and the Lessee acknowledges having made itself fully acquainted with the premises as to the nature and extent thereof.



- 5.2 The Lessee shall notify the Lessor in writing within fourteen [14] days after signature hereof of any defects in the premises. If it has not notified the Lessor as aforesaid, the Lessee shall be deemed to have acknowledged that the premises were received in good order and condition.
- 5.3 On expiry or termination of this lease the Lessee shall return the Property to the Lessor in good order and in a proper state of repair, fair wear and tear alone excepted, and shall deliver all keys to the Lessor or its agent, the costs of replacing lost keys to be borne by the Lessee.

6.

The Lessor shall not be responsible for any damage sustained by reason of rain, tempest, hail, wind, riots, civil commotion, lightning, strikes, enemies of the State, termites or borer or otherwise to the Lessee's stocks, books, papers or any other property contained in the premises.

7.

- 7.1 In the event of the premises or part thereof at any time being destroyed or so damaged by fire, explosion, wind, flood, riot or insurrection or Act of God, or any other cause, so as to render the premises totally or substantially unfit for the purpose for which they have been let, then this lease shall terminate, the Lessee remaining liable for its obligations hereunder up to the date of such termination.
- 7.2 In the event of the premises being partially damaged as aforesaid but in such a way that the undamaged portion is of a sufficient area and is so situated as to be substantially fit for the purpose for which the premises are let then the lease shall continue but the Lessee shall be entitled to a partial rebate of rental in respect of the period during which the Lessee may be deprived of the use and occupation of the damaged portion provided always that should the damage be caused by any fault of the Lessee or those for whom the Lessee is responsible, there will be no rebate of rental and the Lessee shall continue to be bound by all its obligations under this lease.

8.

The Lessee shall at its own expense, insure and keep the buildings hereby leased covered against damage by fire, hail and storms, including the contents of such buildings. The Lessee shall not do or permit to be done anything which may adversely affect any insurance in respect



of the premises nor shall it carry on or permit to be carried on therein any business or occupation which may increase the present rate of insurance without the previous written consent of the Lessor.

9.

The Lessor or its agent or servants shall be entitled at all reasonable times, to enter upon and inspect the premises or any portion thereof and in the event of any damage having been caused to the property for which the Lessee is responsible under this lease, the Lessor shall be entitled to call upon the Lessee by notice in writing to effect such repairs and, in default of the Lessee effecting such repairs within fourteen [14] days after receipt of such notice, such default shall be a breach of this lease and without prejudice to any other rights which the Lessor may have, such repairs may be effected by the Lessor at the cost and expense of the Lessee and any and all such amounts so expended shall be recoverable from the Lessee.

10.

The Lessee shall pay all charges incidental to its use of the premises, in particular, all rates, electricity, meterboard [water], telephone, refuse and sanitary charges.

11.

The Lessee shall not cede or assign this lease or sublet the premises or part with possession thereof or any portion thereof without the consent in writing of the Lessor being first had and obtained, which consent shall not be unreasonably withheld.

12.

12.1 In the event of the Lessee committing a breach of any of the terms of the lease the Lessor shall be entitled to call upon the Lessee by notice in writing to remedy such breach within fourteen [14] days of the date of such notice and if the Lessee shall not comply with the terms of such notice, the Lessor shall be entitled forthwith and without further notice, to terminate this lease and re-enter upon and take possession of the premises and, in such event, this lease shall save and except as to the Lessor's rights in respect of past breaches by the Lessee, cease and determine. The Lessor shall be entitled thereupon to negotiate a new lease of the premises as it may deem fit without thereby releasing the Lessee from any obligations to the Lessor for damages for breach of contract, arrear rental or otherwise.

- 12.2 In the event of the Lessor cancelling this lease and in the event of the Lessee disputing the Lessor's right to cancel and remaining in occupation of the premises, the Lessee shall, pending the determination of such dispute either by negotiation or litigation, continue to pay an amount equivalent to the annual rental provided in this lease annually in advance on the first day of each and every month and the Lessor shall be entitled to accept and recover such payments and such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Lessor's claim of cancellation then in dispute. Should the dispute be determined in favour of the Lessor, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of the lease and/or the unlawful holding over by the Lessee.
- 12.3 In the event of it being found necessary to take legal proceedings for the recovery of any amount due or to become due hereunder, the Lessee shall pay collection commission as from time to time charged by attorneys in respect of such collection, together with any other legal charges, including attorney and client charges which may be incurred by the Lessor.

13.

The Lessee shall, at all times, keep the premises in a clean, tidy and hygienic condition.

14.

No agreement or variance with the terms and conditions of this lease shall be binding upon the Lessor unless contained in writing and signed on behalf of the parties by a person specifically authorised thereto and any indulgence which the Lessor may show to the Lessee and, more particularly, any act of the Lessor and/or its agent in accepting any payment after due date or accepting a lesser sum than the amount due, shall not in any way prejudice the Lessor's rights or be construed as a waiver of the same by the Lessor.

15.

This lease constitutes the entire contract between the parties and no representation or warranties have been made or given save as set out herein.



16.

All notices hereunder shall be given either to the Lessee or the Lessor by registered letter and notice shall be deemed to be given when the registered letter is handed in at a post office, postage or charges prepaid, and addressed to the party for whom intended at such party's domicilium citandi et executandi address as follows:

LESSOR: 380 Old Main Road
 ESCOMBE

LESSEE: 31 Coronation Road
 MALVERN
 4093

17.

The parties agree to the jurisdiction of the Magistrate's Court which would otherwise have jurisdiction for any actions or proceedings arising out of this agreement.

18.

The premises are leased to the Lessee together with certain movables as listed in the schedule annexed hereto marked "A". The Lessee shall keep such movables in good condition and in the same state of repair in which they were received, fair wear and tear excepted.

19.

The costs of this lease, including stamp duty thereon shall be borne by the Lessee.

20.

On termination of the lease, the Lessor shall take possession of any improvements to the buildings or the land and the Lessor shall not be obliged to compensate the Lessee therefor. The Lessee shall however be entitled to remove all movables from the property prior to termination of the lease.

A P.B. H

THIS DONE AND EXECUTED at PINETOWN on the day, month and year first aforewritten in the presence of the undersigned witnesses and me, the Notary.

AS WITNESSES:

1. 

Phanray

2. Diviers

BEFORE ME,


NOTARY PUBLIC