

Prepared by me:

BUONO
CONVEYANCER
BUONO V.L.

F E E S	
Stamp Duty.....	R 400-00
Reg.....	
Gov.....	
G/M Bond.....	

GETRANSPORTEER AAN	TRANSFERRED TO
RESTANT/REMAINDER	
T	
	REGISTRATEUR/REGISTRAR

Handwritten: 25 FEBRUARY 2004

2004-03-26

T 04 13963

VERBIND	MORTGAGED
VIR FOR R 300 000-00	
B 04 12110	
2004-03-26	DEED OF TRANSFER
	REGISTRATEUR/REGISTRAR

GOODRICKES
6th Floor
6 Durban Club Place
Durban 4001
P O Box 5244 Durban 4000
301-6211

BE IT HEREBY MADE KNOWN :

THAT **RICHARD WILLIAM ST. GEORGE POWER**
appeared before me, REGISTRAR OF DEEDS at PIETERMARITZBURG, the said
Appearer, being duly authorised thereto by a Power of Attorney granted to
him/her by

NORMAN KENNETH ROBERTS
Identity Number 400130 5117 08 1
Married out of community of property

which said Power of Attorney is dated
and signed at DURBAN

12TH FEBRUARY 2004

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AND the said Appearer declared that his/her principal the said NORMAN KENNETH ROBERTS had on 31 December 2003 truly and legally sold and that he, the said Appearer in his/her capacity aforesaid, did, by these presents cede and transfer to and on behalf of:

SHEILA ANNE WOODROFFE
Identity Number 371027 0015 08 5
Married out of community of property

her heirs, executors, administrators or assigns in full and free property:

PORTION 68 OF ERF 958 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL in extent 1 012 (ONE THOUSAND AND TWELVE) Square Metres

First transferred by Deed of Transfer No. 3475/1930 with diagram annexed thereto and held by Deed of Transfer No. T 14113/1978

THIS PROPERTY IS TRANSFERRED

- A. Subject to the conditions of the original Government Grant No. 1547/1847 in so far as applicable.
- B. With the benefit of the use of the roads 12,19 metres wide shown on the diagram of the said Lot 1517 over the Remainder of E of Lot 12 No. 1548, as created in said Deed of Transfer No. 3475/1930.
- C. Subject to all the special conditions applicable to this property created in the said Deed of Transfer No. 3475/1930, passed by Durban North Estates Limited in favour of the said John Trezise Freeman, in which conditions the said Deed of Transfer No. 3475/1930 declared the word "Transferors" to designate Durban North Estates Limited, and the word "Transferee" to designate the Transferee under the said Deed of Transfer No. 3475/1930, and his heirs, executors, administrators or assigns or successors in ownership to the said property, and which conditions appear in the said Deed of Transfer No. 3475/1930 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 or any portion thereof, all situate near the North Bank of the River Umgeni, Victoria County, Natal, namely :-

1. The Remainder of Portion B, Remainder of Portion 9, Portion Y all 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, Subdivision K and Subdivision marked EE, all of Lot 12 and Subdivision H being the remaining portion 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. The said property is subject also to the following further special conditions as created in said Deed of Transfer No. 3475/1930, namely :-

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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 abutts without the consent in writing of the Transferors 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 the Transferor, 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 the Transferors, and no building or erection for sanitary purposes shall be made on the property except in the manner and to the design approved by the Transferors.

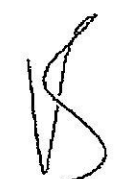
All roofs must be of tiles, unless the Transferors in their discretion agree otherwise.

The Transferee shall fence or hedge the property hereby transferred within six (6) months from the date of purchase. No fence shall be of such a nature as would be likely in the bona fide opinion of the Transferors 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 the Transferors 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, the Transferors may give him notice in writing to make good such breach within a time specified in such notice as fixed by the Transferors, and upon his or their failure so to do the Transferors 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 or right of way or any right of access over the said property hereby transferred or any portion thereof, without the consent in writing of the Transferors, first had and obtained.

The Transferors reserve in perpetuity the right without being required to pay compensation therefore by themselves or others to lay, erect, maintain and use standards, cables, lines, pipes and the like under on or 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 the Transferors



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, the Transferors 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 foresaid conditions.

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

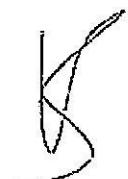
Any reference in this Deed of Transfer to the "Transferee" shall be deemed to include his heirs, executors, administrators and assigns or successors in ownership to the said property.

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 the Transferors and the Transferee on his own behalf and on behalf of its successors in title, for the benefit of such other owners, and such other owners shall be entitled to 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 its successors in title in virtue of this clause. AND WHEREAS THE TRANSFEEE 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 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 1st July 1930, 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 the Transferors have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

WHEREFORE the said Appearer, renouncing all the right and title which the said NORMAN KENNETH ROBERTS 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 :

SHEILA ANNE WOODROFFE

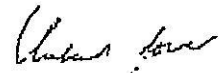
her heirs, executors, administrators or assigns now and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its



rights, and finally acknowledging the purchase price of the property hereby transferred to be the sum of R855 000,00 (EIGHT HUNDRED AND FIFTY FIVE THOUSAND RAND).

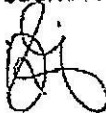
IN WITNESS WHEREOF I, the said Registrar of Deeds together with the Appearer, have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS
at PIETERMARITZBURG
on 2004-03-26



q.q. Signature of appearer

In my presence:



REGISTRAR OF DEEDS

