


Zeiler Jankey Incorporated
Attorneys & Conveyancers
50 St Andrews Drive
Durban North

Prepared by me

4051
Stamp Duty
Reg. R1691-00
Waiver
Office


CONVEYANCER
BRUCE HUGH GEMMELL
(LPCM Number 65853)

VESTED MORTGAGED
VF 2 500 000 000
B 15097 20
2020 -11- 2 3

2020 -11- 2 3

T 20 38780

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

BRUCE HUGH GEMMELL

appeared before me, the Registrar of Deeds at Pietermaritzburg, the said appearer, being duly authorised thereto by a power of attorney signed at DURBAN on 4 NOVEMBER 2020 and granted to him by

PATON FAMILY TRUST
Registration Number IT1987/2006/PMB

And the appearer declared that:

Whereas the Transferor had truly and legally sold the undermentioned property on 27 September 2020 by Private Treaty

Now therefore the Appearer on behalf of the Transferor, did by these presents, cede and transfer to and on behalf of

MAHMOOD DAWOOD DHODA
Identity Number 801226 5058 08 8
Married out of Community of Property

his heirs, executors, administrators or assigns, in full and free property

ERF 1814 DURBAN NORTH
REGISTRATION DIVISION FU
PROVINCE OF KWAZULU-NATAL

IN EXTENT 1153 (ONE THOUSAND ONE HUNDRED AND FIFTY THREE)
SQUARE METRES

First transferred by Deed of Transfer Number T 4859/1936 with Diagram annexed thereto and held by Deed of Transfer Number T 9107/2007

THIS PROPERTY IS TRANSFERRED:

- A. Subject to all the terms and conditions of the original Government Grant Number 1547/1847 in so far as now applicable.
- B. With the benefit of the use of the road 12,19 metres wide shown on the diagram of said Lot 315 over the Remainder of Lot 14 Number 1547 as created in said Deed of Transfer Number 4859/1936;
- C. Subject to the following special conditions created in said Deed of Transfer Number 4859/1936, namely:

The property hereby transferred shall not 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 be let out or be used in separate portions or at all as flats, boarding houses, separate residences or dwelling, private hotels or anything whatsoever of a like nature.

Neither the property hereby transferred nor any dwelling house 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 situated near the north bank of the River Umgeni, Victoria County, Natal, namely:

1. 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 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. Subject also to the following further special conditions as created in said Deed of Transfer Number T4859/1936, namely:

No building or erection shall be placed on the said land within 7,62 meters 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 location of the same have been submitted to and approved by Durban North Estates Limited, who shall bona fide consider the same and on 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 in 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 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 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 the use of 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 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 any are hereby 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 heirs, executors, administrators and assigns or successors in ownership of the said property.

Insofar as any condition in this Transfer contained confers any rights upon the 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 its 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 or 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 19th November 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.

✓



Transfer Duty Declaration

TDREP

2
R

Reference Details

Transfer Duty Reference Number: TDE03F1BB8

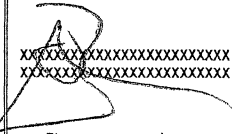
Details

Details of Seller / Transferor / Time Share Company			
Surname / Registered Name	PATON FAMILY TRUST IT1987/2006/PMB	Full Name	
Company / CC / Trust Reg No.	IT19872006PMB	Marital Status	
Details of Purchaser / Transferee			
Full Name	MAHMOOD DAWOOD	Surname / Registered Name	DHODA
Date of Birth (CCYYMMDD)	1980-12-26	ID Number	8012265058088
Company / CC / Trust Reg No.		Marital Notes if applicable	Out of Community
Marital Status	M.O.C OF PROPERTY	Spouse Initials	
Details of the Property			
Date of Transaction/Acquisition (CCYYMMDD)	2020-09-27		
Total Fair Value	R 3500000.00	Total Consideration	R 3500000.00
Calculation of Duty and Penalty / Interest			
Transfer Duty Payable on Natural Person	R 3500000.00		
Property Description			
1	ERF 1814 DURBAN NORTH REGISTRATION DIVISION FU PROVINCE OF KWAZULU-NATAL IN EXTENT 1153 (ONE THOUSAND ONE HUNDRED AND FIFTY THREE) SQUARE METRES		

Receipt

Receipt Details			
Transfer Duty Reference Number	TDE03F1BB8	Receipt No.	1200774939
Receipt Amount	R 201000.00		

Declaration by Conveyancer / Attorney

<p>I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.</p>	 Please ensure you sign over the 2 lines of "X"s above ff9f4b66a2c8828558a569 dc6d772559b3069f71
Date (CCYYMMDD) 20201106	For enquiries go to www.sars.gov.za or call 0800 00-SARS (7277)

ERRYN WYNNE ZEILER
 COMMISSIONER OF OATHS
 ZEILER JANKEY INCORPORATED
 50 ST ANDREWS DRIVE, DURBAN NORTH
 PRACTISING ATTORNEY



**CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (ACT No. 32 OF 2000)
(AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT No. 32 OF 2000)**

ISSUED BY eThekweni Municipality

In terms of Section 118 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), it is hereby certified that all amounts that became due to eThekweni Municipality in connection with the undermentioned property situated within that municipality for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

DESCRIPTION OF PROPERTY

21Digit Code	:	N0FU00860000181400000	
Erven	:	1814	
Portion	:		
Extension	:	DURBAN NORTH	
Zoning	:	Not available	
Registration division / Administrative District	:	FU	
Suburb	:	BROADWAY	
Town	:	DURBAN NORTH	
Sectional Title unit number	:	Not applicable	
Exclusive use area and number as referred to on the registered plan	:	Not applicable	
Real right	:		
Scheme registration number	:	Not applicable	
Sectional Title Scheme Name	:	Not applicable	
Registered owner	:	PATON FAMILY TRUST	IT1987/2006/PMB
Name and Identity / Registration number of all purchaser/s	:	MAHMOOD DAWOOD DHODA	8012265058088

This Certificate is valid until: 2021/01/11

Given under my hand at Durban on 2020/11/12

Declaration by Conveyancer:
JERSHWIN RAMONE NOLAN KHAN

I JERSHWIN RAMONE NOLAN KHAN hereby certify that this is a print-out of a data message in respect of the original clearance certificate electronically issued by the eThekweni Municipality.

JERSHWIN RAMONE NOLAN KHAN
1 PCM 74773

Conveyancer

13th November 2020
Date

MUNICIPAL MANAGER
eThekweni Municipality

Date Issued: 2020/11/12
Authorised Official: Zinhle Jingela

WHEREFORE the appearer, renouncing all the right and title the said

The Trustees of PATON FAMILY TRUST

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


MAHMOOD DAWOOD DHODA, Married as aforesaid

his heirs, executors, administrators or assigns, now is and henceforth shall be entitled thereto, conformably to local customs; the State, however, reserving its rights, and finally acknowledging that the purchase price is the amount of R3 500 000,00 (Three Million Five 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.

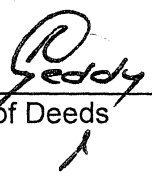
THUS DONE AND EXECUTED at the Office of the Registrar of Deeds at Pietermaritzburg on

2020 -11- 23



Signature of appearer q.q.

In my presence



Registrar of Deeds