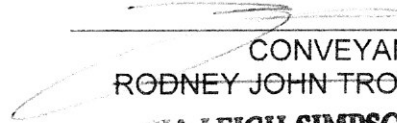


39

Stowell & Co. Inc
295 Pietermaritz Street
Pietermaritzburg

Prepared by me

FEES	
Stamp Duty.....	R1146.00 BP
Reg.....	
Serv.....	
G/M Bond.....	


CONVEYANCER
RODNEY JOHN TROTTER
ZIA-LEIGH SIMPSON

2019 -12- 0 4

T 19 37872

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

NEIL BAILEY PAINTER

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

LOUISE JENNIFER SCHOEMAN
Identity Number 510630 0100 088
Unmarried

which said Power of Attorney was signed at Durban on 16 November 2019

And the appearer declared that his/her said principal had, on 14 November 2019, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

EZP PROPERTIES AND DEVELOPMENT PROPRIETARY LIMITED
Registration Number 2019/570114/07

or its Successors in Title or assigns, in full and free property

REMAINDER OF PORTION 2 OF ERF 2292 DURBAN, REGISTRATION
DIVISION FU, PROVINCE OF KWAZULU NATAL

IN EXTENT 457 (FOUR HUNDRED AND FIFTY SEVEN) Square metres

First transferred by Deed of Transfer Number T 40/1899 with Diagram annexed thereto and held by Deed of Transfer Number T 20301/1995

THIS PROPERTY IS TRANSFERRED:

A. Subject to:

1. Such of the terms and conditions of the original Government Grant Number 1737, as are still in force and applicable.
2. The following special conditions as created in Deed of transfer Number 856/1897, namely :
 - (1) That within eighteen months from the date of purchase (viz 14 May 1897) the purchaser shall erect a building on the said land to the value of at least R500,00 per 4 047 square metres or pro rata according to the size of the land purchased and in case of subdivisions of smaller area to the value of at least R300,00 for each subdivision; and failing the erection of the said buildings rates will be levied for the same on that basis in the second and each succeeding year in addition to the value of the land in the same way as though such buildings were actually erected.
 - (2) In the event of the land being subdivided a plan must be submitted to the Town Council of the said Borough for approval, and all new roadways must be at least 9,45 metres wide with a back lane to each subdivision at least 4,72 metres wide.
 - (3) The building line shall be 3,15 metres back from the boundary of any such new roadway, and there shall be no building other than outbuildings erected facing the back lanes.
3. The following servitudes as created in Deed of Transfer No 40/1899, as follows:

"With the right however to the owners and occupiers of Subdivisions of the said Lot CDE
22 Block B to use the roads, lanes, and rights of way as laid off on the daigram of the said Subdivision 2 in common with the said FRANCIS MARIA SCRUSE."

4. The following special conditions as created in Deed of Transfer Number 3329/1923, as follows:
- (1) The the South Western wall of the buildings erected on the said Remainder of Subdivision 2 of Lot A shall hereinafter be a party wall.
 - (2) That the said wall extends along the South Western boundary of the said Remainder of Subdivision 2 as shown on the diagram and marked E to K and N to C, the foundations of which are in accordance with the Building Bye-Laws at present in force in the Borough of Durban.
 - (3) The said wall shall be maintained in good order and repair and any expense shall be borne equally between the owners of the said Lot A and the Remainder of said Subdivision 2.
 - (4) Both the owners shall have the right to use their respective faces of the said wall and to make any penetration therein they may think fit, provided however that such penetration shall not extend in any case beyond the centre line of the said wall.
 - (5) Either owner shall have the right to add to the said wall provided such additions shall be in accordance with the Building Bye-Laws in force in the Borough of Durban, and shall be erected in the same manner as the wall herein referred to in so far as this may be possible. In the event of such additions being made the wall shall be finished in the same way as the existing wall and should any structural strengthening be requisite in consequence of such additions the expense of any structural strengthening shall be borne entirely by the owner adding to the said wall such additional wall shall be a party wall and be held in all respects as if part of the wall herein mentioned and in all ways subject to the conditions hereof provided however that same shall be erected at the sole expense of the owner erecting the same the amount of such costs to be endorsed on these presents and the other owner shall be entitled to make use of such additional wall on paying to the owner so erecting the same one half of the prime cost thereof or a part thereof proportionate to the extent he may use the same excluding all expense of structural strengthening. The owner erecting such additional wall shall in the first instance bear and pay all expense of upkeep, insurance, reinstatement and rates as is hereinafter provided in regard to the present wall, and upon the use of the additional wall or any portion thereof by the other owner shall be bound to pay a share of such upkeep, insurance, reinstatement and rates proportionate to the extent to which the same may be used.
 - (6) that the Corporation Rates levied in connection with the said party wall shall be borne equally by the said owners and all expenses for upkeep, insurance, reinstatement or any other expense shall also be borne equally by the owners.

- (7) That the said party wall shall be insured to its full value against damage or destruction by fire and shall always be kept so insured and the premium paid by the owners in equal shares.
 - (8) In the event of the wall being damaged or destroyed by the action of time or the elements except as hereinbefore stated or from any other cause then the cost of such rebuilding or repairs as the case may be shall be borne by the owners equally.
 - (9) In the event of any question arising in connection with the future structure or structural use of the said party wall which is not expressly provided for herein the same shall be regulated by the Bye-Laws of the Borough of Durban then in force in so far as applicable to such questions.
 - (10) That any damage of whatsoever nature done or caused to the property or premises of the owner of the said Lot A through any further buildings by the owners of Remainder of Subdivision 2 shall at once be made good by the latter at her own expense and upon completion of said buildings the property of the owner of the said Lot A shall be left in as satisfactory a state and condition as found in the commencement of the building operations by the owner of the said Remainder of subdivision 2.
 - (11) The special conditions hereof referring to the said party wall should be for ever binding on and enjoyed by the successors in title to the said property and all Mortgagees thereof.
- B. With the benefit of and use of the existing sewerage pipe line as shown on the diagram, the said Servitude being for the use in common of the owners and occupiers of Lot A and the said Remainder of Subdivision 2, as created in Deed of Transfer Number 3329/1923.

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

LOUISE JENNIFER SCHOEMAN, Unmarried

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

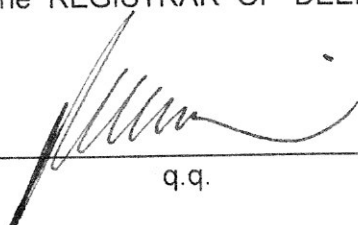
**EZP PROPERTIES AND DEVELOPMENT PROPRIETARY LIMITED
Registration Number 2019/570114/07**

or 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 purchase price to be the sum of R1 500 000,00 (ONE 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

2019 -12- 0 4



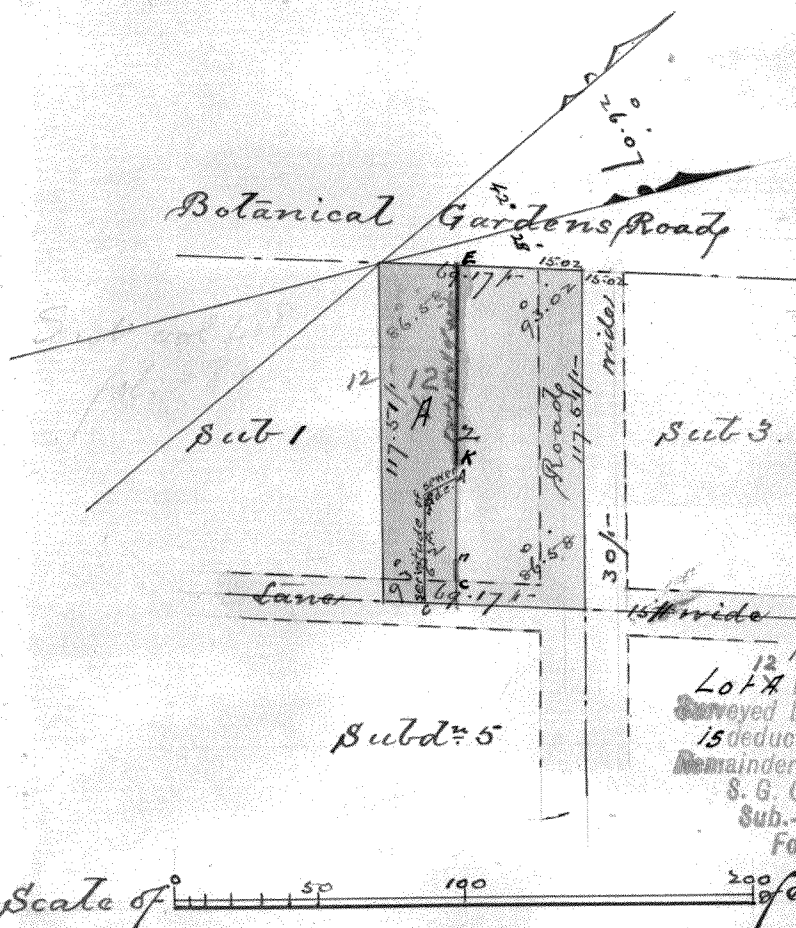
q.q.

In my presence



REGISTRAR OF DEEDS

SV 149 F 58
 S.G.O.
 Sub. Vol 149 fol 58
 29¹²/₉₈ *W.C.*



BEACONS REPLACED/RELOCATED	VIDE S.R. NO. 1460/1989
-------------------------------	----------------------------

On this diagram I have marked a servitude of Sewer 6 feet wide leading from A to B to C and laid down with the owner's consent
 (sgd) G.L. Hugman
 SGO. Govt Land Surveyor
 Sub. vol. 488 May 1921
 fol. 87

W.C.
 Ex of D.
 27 OCT 1922
 ~ Ac ~ Rd 11.74 Per
 Surveyed by G. L. Hugman.
 Remainder:
 S. G. O.
 Sub.-Vol. 488
 Fol. 86
 ~ Rd 18074 Per
W.C.
 Ex of D.
 27 OCT 1922

The 9" party wall from "K to E" and the 4 1/2" party wall from "n to c" have been laid down.
 S.G.O.
 Sub vol. 557
 fol. 26
 29 JUN 1923
W.C.

BEACONS REPLACED/RELOCATED	VIDE S.R. NO. 1097/1989
-------------------------------	----------------------------

Now SUB... 2	of
LOT 2292	DURBAN

Now known as:-
 Sub 2 of Lot ^{CDE}/₂₂ Block B of the Town Lands of Durban No 1727

The above Diagram represents a Piece of Land, containing 2.2292 Acres, 29.814 Perches, being Subdivision 2 of Lot ^{CDE}/₂₂ Block B, situate on the Town Lands of the Borough of Durban, in the Colony of Natal. It is bounded on the North by Botanical Gardens R.; South by Subd. 5, East by Subd. 3, and West by Subd. 1.

Reg. Div.
 FU

T40/1899

Decr. 1898

William D. C. G.
 Government Surveyor.

Dhan G. W.

14934

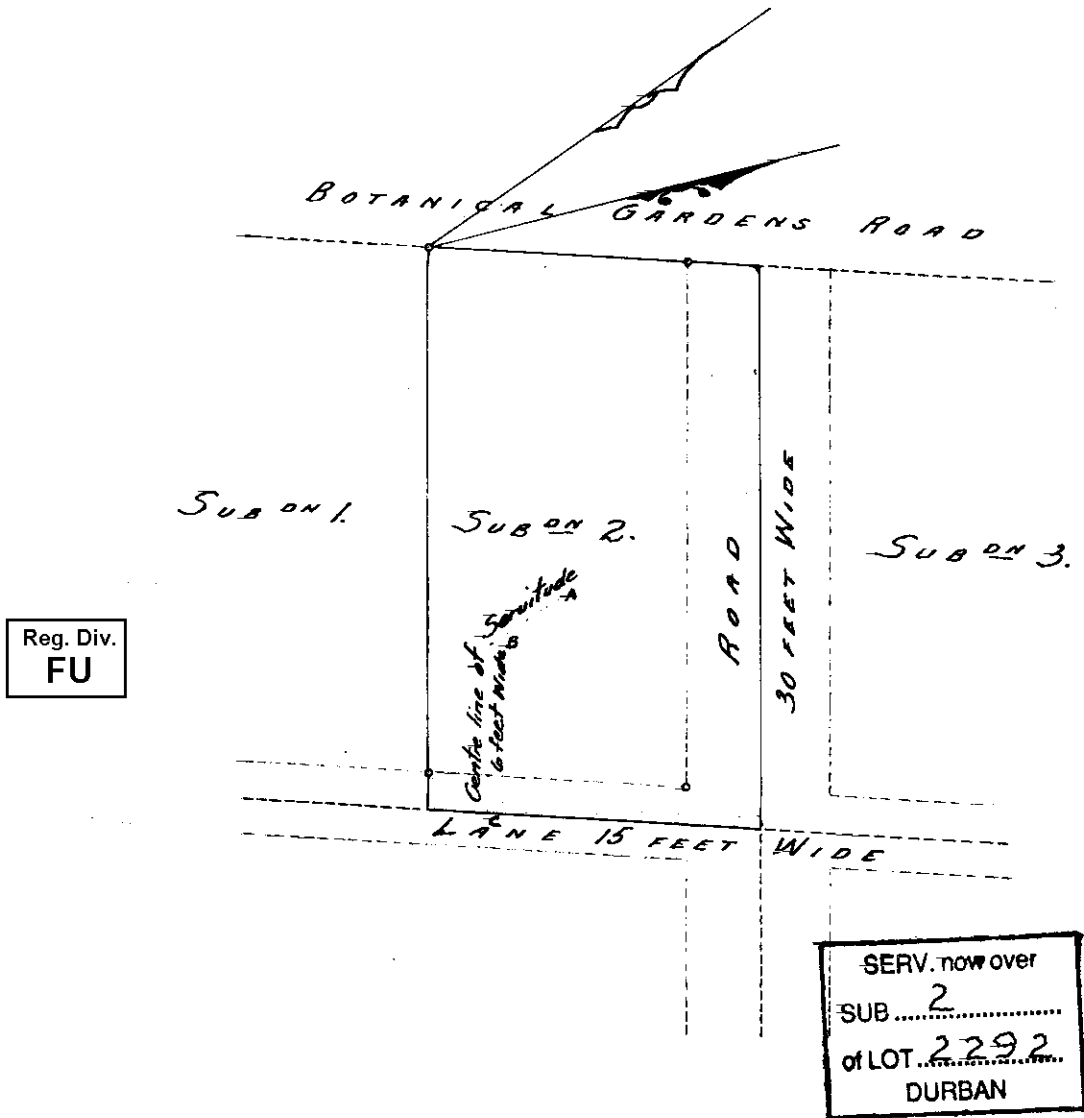
9 =
[Handwritten signature]

S.G.O.

Sub Vol. 488 fol. 87

Ex of D

27 OCT 1922



The above Diagram represents

SUB ON 2. OF LOT $\frac{CDE}{22}$ BLOCK B. TOWN LANDS DURBAN

Province of Natal, and the relative position of proposed

Sewer Servitude 6 feet Wide from A. to B. to C.

Surveyed by me

G. L. Hugman

Sworn Land Surveyor.

September 1920

Alm 94

37573