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Rs	R500.00
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Other	
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Prepared by me

*Merton R.J.*

MERTON R.J.  
Conveyancer

VERBIND		MORTGAGED	
VIR FOR R 1 382 000.00			
(3) B	06 10567		
27 FEB 2006			
		REGISTRAR/REGISTRAR	

BC	113181/2017
GEKANSELLEER CANCELLED	
<i>Jpk</i>	
REGISTRATEUR/REGISTRAR	
DATE:	2017-05-08

27 FEB 2006

T	06 07865
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## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN :

THAT : RUSSELL JOHN MERTON

appeared before me, The Registrar of Deeds at Pietermaritzburg, he, the said Appearer being duly authorised thereto by virtue of a Power of Attorney signed at DURBAN on 16 January 2006, and granted to him by :

**RICHARD LANCE SMITH**  
Identity Number : 710622 5082 088  
Married out of Community of Property

AND the said Appearer declared that his Principal had on ~~15~~<sup>DECEMBER</sup> November 2005 truly and legally sold the hereinafter mentioned property, and that he in his capacity aforesaid did, by these presents, cede and transfer to and on behalf of :

1. **DEVENDRAN NAIDOO**  
Identity Number : 701106 5110 082  
Unmarried
2. **DARSHNI ANUSHKA NAIDOO**  
Identity Number : 730608 0249 083  
Unmarried

their Heirs, Executors, Administrators or Assigns, the following property, in full and free property, namely :

**PORTION 27 OF ERF 952 DURBAN NORTH**  
**Registration Division FU**  
**Province of KwaZulu-Natal**

**In Extent 1012 (ONE THOUSAND AND TWELVE) square metres**

First transferred by Deed of Transfer No. T 93/1930 with Diagram SGO Sub. Vol. 793 Fol. 33 annexed thereto and held by Deed of Transfer No. T 68764/2001.

**THIS PROPERTY IS TRANSFERRED :**

- A. Subject to all the terms and conditions of the original Government Grant No. 1548/1947, in so far as now applicable.
- B. With the benefit of the use of the road shown on the Diagram of the said Lot 27 over the Remainder of Subdivision J of Lot 12 No. 1548, as created in said Deed of Transfer No. 93/1930.
- C. Subject to the following special conditions as created in said Deed of Transfer No. 93/1930 viz :

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 residence 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 of 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 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 aforesaid conditions each and every owner from time to time of the aforementioned properties 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 to the following further special conditions as created in said Deed of Transfer 93/1930, viz :

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 abuts 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 Transferors 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 6 months from the date of the 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 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 the Transferors first had and obtained.

The Transferors reserve in perpetuity the right without being required to pay compensation therefor by themselves or others to lay, erect, maintain and use 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 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 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.

The Transferors shall be entitled to assign or delegate the rights conferred upon them by the foregoing sections of this clause 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 conditions 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 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 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 27th November 1928 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 Appearer renouncing all the right title and interest which the said

**RICHARD LANCE SMITH**

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

1. **DEVENDRAN NAIDOO**
2. **DARSHNI ANUSHKA NAIDOO**

their Heirs, Executors, Administrators or Assigns now are 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 to be **R1 882 000,00 (ONE MILLION EIGHT HUNDRED AND EIGHTY TWO THOUSAND RAND)**.

**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 on

27 FEB 2006

  
-q.q.

In my Presence

  
**REGISTRAR OF DEEDS**

