

BELANGAAN
RATED



7 7.4. 1964
R 8900
R 1000
T 15
3700/64
G.P.
CANCELLED
GEKANSLEELERACTG.
Asst. Registrar.
Pretoria.
1971-8-8

3624

Deed of Transfer

1964

A. M. HAVILAND & HOWSON,
SOLICITORS & CONVEYANCERS.
PROVIDENT ASSURANCE HOUSE,
SMITH STREET, DURBAN.

Prepared by me

Max Chirkin

CONVEYANCER.

Be it hereby made known:

That MAX CHIRKIN ASST. of Pietermaritzburg, Natal, Conveyancer, appeared before me, Registrar of Deeds for the Province of Natal, at Pietermaritzburg, he, the said appearer, being duly authorised thereto by a power of attorney granted to him by RUTH ETHELWYN GROUT (born Lix on 30th September 1910), wife of and married out of community of property to Ronald Walter GROUT, a member of the White Group, which said Power of Attorney is

dated /

FOR FURTHER ENDORSEMENTS SEE
VIR VERGELIENDE ENDOUSEMENTS SIEN
Book of Pages 3

dated the 11th January 1964
Pinetown

and signed at

And the said appearer declared that his Principal had truly and legally sold and that he, the Appearer, in his capacity aforesaid, did by these presents, cede and transfer in full and free property to and on behalf of NEVILLE GORDON TROMP (born on 30th March 1930), a Member of the White Group, his heirs, executors, administrators or assigns, of a certain piece of land being :-

BLANKE GROEP
WHITE GROUP

1189

Lot 2051 of Lot 14 No. 1547 situate in the City of Durban, County of Victoria, Province of Natal, in extent One (1) Rood, seven decimal Nought One (7.01) Perches;

1017
177
25
189.21

as will more fully appear on reference to Deed of Transfer No. 638/1944 dated 3rd February 1944 in favour of Nicolai Meyerowitz, to the Diagram thereto annexed, and to Deed of Transfer No. 9894/1949 dated 21st December 1949 in favour of the Appearer's said Principal.

THIS PROPERTY IS TRANSFERRED :-

- A) Subject to the conditions of the original Government Grant No. 1547 dated 27th August 1847 in so far as applicable.
- B) With the benefit of the use of the road forty (40) feet wide over the remainder of Lot 14 No. 1547 as shewn on the enlarged plan annexed to the diagram of the said Remainder as created in said Deed of Transfer No. 638/1944.
- C) Subject to the following condition created in Deed of Transfer No. 2884/1926 dated 28th July 1926, viz :
The Transferees and their successors in title shall not sell, lease, or hire the said land or any portion thereof to any Indian or Asiatic.

D. Subject / ..

D) Subject to all the special conditions applicable to this property created in said Deed of Transfer No. 638/1944 which appear therein 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 of 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.

Neither the property hereby transferred nor any right, interest, tenancy or term therein or thereover nor the use or occupation thereof, nor any servitude thereover, shall be sold, mortgaged, pledged, granted, transferred, donated, bequeathed, let, permitted or otherwise passed over to or held, used, occupied or enjoyed by any Asiatic, Native, or other coloured person whomsoever, or to or by the ascendant, husband, wife, child or descendant of an Asiatic, Native or any other coloured person, or to or by any company, firm, partnership or voluntary association in which any of the foregoing persons has any interest, direct or indirect, nor shall the Transferee or any other person holding through or after him, nor any person holding any right, interest, tenancy or term in or over the said property, nor any person having the use or occupation thereof, or any servitude thereover, suffer or permit the said property or any interest therein to be sold, mortgaged, pledged, granted, transferred, donated, bequeathed, let, permitted or otherwise passed over to or held, used, occupied or enjoyed by any of the foregoing persons, companies, firms, partnerships or voluntary associations, the intent and meaning of these presents being that no person other than a European of European descent, shall have any right, interest, tenancy or term in or over the said property or any part thereof or any interest of any kind whatsoever therein or shall use, occupy or enjoy, or be permitted to use, occupy or enjoy the said property or any interest therein or any servitude thereover. Provided, however, that nothing therein contained shall prevent the housing on the said land of persons other than Europeans who are bona fide employed by the owner or occupier merely as domestic servants on the said land. Any reference in this sub-section to the property hereby transferred shall be deemed to include any part of such property.

The /

The foregoing conditions shall operate as servitudes over the property hereby transferred in perpetuity in favour of the following properties originally transferred to Durban North Estates Limited, the remainders of which are still held by them or any portion thereof, all situated near the North bank of the River Umgeni, Victoria County, Natal, namely :-

1. Portion Y 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 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 authorized 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.

E) Subject also to the following special conditions created in said Deed of Transfer No. 638/1944 which appear therein in the following terms :-

No building or erection shall be placed on the said land within Twenty-five (25) feet 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 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 / ...

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use is 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 a 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 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 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 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 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 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 aforesaid conditions.

Durban /

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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 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 Durban North Estates Limited, 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 30th January 1942 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.

WHEREFORE /

Wm

Wherefore the said appearer, renouncing all the right and title which the said RUTH ETHELWYN GROUT _____

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 NEVILLE GORDON TROMP, his heirs, executors, administrators _____

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 TEN THOUSAND NINE HUNDRED RAND (R10,900-00) _____

ASST.

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 _____

done and executed at the Office of the Registrar of Deeds, at _____ Switzburg, in the Province of Natal, on this 7th day of the month _____

APRIL in the year of Our Lord, one thousand nine hundred and Sixty-Four

D. Beck
99.

In my presence,

John Scheff
Registrar of Deeds
ASST.

Registered in the Land Register *Umgene*
12 Folio. 175

[Signature]
Registering Clerk

BLANKE GROEP

DIE GROOTTE VAN BINNEGEMELDE EIENDOM
 THE EXTENT OF THE WITHINMENTIONED PROP.
 ONSKIP IN METRIEKE MATE IS
 ERTY CONVERTED TO METRIC MEASURES IS

1189 m² / METERS*
 1189 m² / METERS*

20-8-1971 ASST. REGISTRAR VAN AKTES.
 ASST. REGISTRAR OF DEEDS.
 SKRIP WAAR NODIG / DELETTE WYLAAS NECESSARY.

VERBAND MORTGAGED.....
 vir R 8.500-00 (met voorkeur vir 'n preference for an
 verdere bedrag nie te bogaande additional amount not exceeding R. 400-00

VERBAND BOND No. 1190/71

Aktekantoor,
 Deeds Office,
 Pietermaritzburg
 20-8-1971
 Asst. Registrar van Aktes,
 Asst. Registrar of Deeds.

BC 18719/87 E

CANCELLED
 GEKANSELLEER

Pietermaritzburg

1987-08-07

FOR FURTHER ENCUMBRANCES SEE
 VIR VERDERE ENDOBSEMENTE SIEN

Jack 7/9/74

BLANKE GROEP

VERBAND MORTGAGED

vir R. 2000,00 (met voorkeur vir in) (with preference for in)

verdere bedrag nie te bogaande R. 200,00 (additional amount not exceeding R.)

VERBAND BOND No. B 26215 / 1983

Aktekantoor, Deeds Office, Pietermaritzburg, 1983-11-4

Asst.-registrator van Aktes, Asst. Registrar of Deeds

[Signature]

BC18720787

CANCELLED GEKANSELLEER

Pietermaritzburg Asst. Registrar Asst.-registrator

987-08-07

VERBAND MORTGAGED

vir R. 10 500,00 (with preference for in)

verdere bedrag nie te bogaande (additional amount not exceeding R.)

VERBAND BOND No. B 22377187

Aktekantoor, Deeds Office, Pietermaritzburg, 1987-08-07

Asst. Registrar van Aktes, Asst. Registrar of Deeds

[Signature]

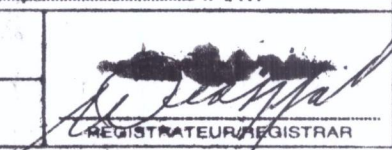
BC11579193

GEKANSELLEER CANCELLED

REGISTRATEUR/REGISTRAR

93 04 20

ENDOSSEMENT Kragtens ARTIKEL 43 VAN WET 9 VAN 1927	ENDORSEMENT IN TERMS OF SECTION 43 OF ACT 9 OF 1927
DIE BESKRYWING/GRÖÖTE VAN DIE BINNEGEMELDE EIENDOM IS GEWYSIG OM TE LEES:	THE DESCRIPTION/EXTENT OF THE WITHINMENTIONED PROPERTY HAS BEEN AMENDED TO READ:
Lot 1945 Durban North.	
93 04 20	<i>[Signature]</i> REGISTRATEUR/REGISTRAR

METRISERINGSENDOSSEMENT	METRICATION ENDORSEMENT
DIE GROOTTE VAN DIE BINNEVERMELDE EIENDOM IS:	THE EXTENT OF THE WITHIN-MENTIONED PROPERTY IS:
1189	/M ²
93 04 20	 REGISTRATEUR/REGISTRAR

BLANKE GROEP