

Martin Law Inc.  
41 Westville Road  
Westville

Prepared by me

FEES	
Stamp Duty	R1900,00
Reg.	
Waiver	
O/M Bond	

CONVEYANCER  
JOHN BAILLY BROGAN (65554)

VERBINS		MORTGAGED	
VIR		FOR R 2 520 000,00	
<b>B</b>	21051 22	<i>Conrad</i>	
2022-11-28		REGISTRATEUR/REGISTRAR	

2022-11-28

<b>T</b>	22 42464
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## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

ANDREA DEDEKIND - LPCM 75199

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

**LU-ANN KMINEK**  
Identity Number 7410060216086  
Unmarried

which said Power of Attorney was signed at GLEN ANIL on 17 OCTOBER  
2022.

And the appearer declared that his/her said principal had, on 5 September 2022, 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:

1. **BYRON HYLTON BRISCOE**  
**Identity Number 8410225059081**  
**Married, which marriage is governed by the laws of England**
2. **MARA ELLANA BRISCOE**  
**Identity Number 8412230028085**  
**Married, which marriage is governed by the laws of England**

their Heirs, Executors, Administrators or Assigns, in full and free property

ERF 134 GLENASHLEY  
REGISTRATION DIVISION FU  
PROVINCE OF KWAZULU-NATAL

IN EXTENT 1012 (ONE THOUSAND AND TWELVE) Square metres

FIRST TRANSFERRED BY DEED OF TRANSFER T9355/1959 WITH  
DIAGRAM ANNEXED THERETO AND HELD BY DEED OF TRANSFER  
T14446/2022

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the terms and conditions contained in the original Government Grant No. 909 dated 1st February 1850, in so far as the same may now be in force and applicable.
- B. Subject to the following conditions imposed at the instance of the Administrator of Natal in terms of Ordinance No. 10 of 1934, as created in said Deed of Transfer No. 9355/1959, namely:-
  - (a) No building whatsoever unless permitted under exceptional circumstances, shall be erected on the lot nearer than 7,62 metres from any boundary abutting on a street, nor within a distance of three decimal nought five metres from any other boundary.

This condition is constituted in favour of the Administrator until such time as a local authority is established and thereafter in favour of such local authority.

On consolidation of any two or more lots, this condition shall apply to the consolidated areas as a whole.

- (b) The owner of the lot, shall without compensation, be obliged to permit the erection laying and maintenance of electric wires and/or water supply piping over or under the lot along any boundary thereof other than a road frontage and within a distance of one decimal eight three metres from such boundary, as well as reasonable access thereto for the purpose of mainenance, removal or extension.



This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.

The rights conferred by this condition shall be exercisable by any local authority or other body or persona legally authorised to supply electric current or water for the benefit of the inhabitants of the township.

If the owner of the lot be aggrieved by the unreasonable exercise of these rights, he shall have the right of appeal to the Administrator whose decision shall be final.

- (c) The owner of the lot shall, without compensation, be obliged to permit the construction and maintenance of sewers and drains over or under the lot along any boundary thereof other than a road frontage and within a distance of one decimal eight three metres from such boundary, as well as reasonable access thereto for the purpose of maintenance, removal or extension, and the owner of the lot shall, without compensation, be obliged to allow the sewerage and drainage of any other lot or street to be conveyed along such sewers and drains, provided that if the owner of the lot be aggrieved by the unreasonable exercise or these rights, he shall have the right of appeal to the Administrator, whose decisions shall be final.

This condition is constituted in favour of the township owner until such time as a local authority is established, and thereafter in favour of such local authority to the exclusion of the township owner.

- (d) The owner of the lot shall, without compensation, be obliged to permit such deposit of material or excavation on the lot as may, in connection with the formation of any street in the township and owing to differences in level between the lot and the street, be deemed necessary, in order to provide a safe and proper slope to the cut and fill commencing from the boundary of the lot, unless he shall elect, at his own cost, to build a retaining wall.

This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.

- (e) No hoarding and no building or erection on the lot hereby transferred shall be used for the purpose of advertising or displaying any advertisement, save such temporary notice of advertising regarding the sale or disposal of the lot.

This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.





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

**LU-ANN KMINEK, 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


1. **BYRON HYLTON BRISCOE, Married as aforesaid**
2. **MARA ELLANA BRISCOE, Married as aforesaid**

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 to be the sum of R2 600 000,00 (TWO MILLION SIX 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

2022-11-28

  
\_\_\_\_\_  
q.q.

In my presence

  
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REGISTRAR OF DEEDS

