



D0001421490

Prepared by me,

Conveyancer  
C D PAUL

FEES	
Stamp Duty	100.00
Reg.	R15, 100.00
Gov. of Deeds	
G/M Bond	

VERBIND		MORTGAGED	
VIR FOR R 190 000,00			
39423196			
1996-12-20		REGISTRAR/REGISTRAR	

BC 44641/03

~~GEKANSLEEF~~  
~~CANCELLED~~

REGISTRAR/REGISTRAR

2003-11-11

37223196

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT **GAVIN REES EMANUEL**

of PIETERMARITZBURG, KwaZulu/Natal, Conveyancer, appeared before me, Registrar of Deeds for the Province of KwaZulu/Natal, at Pietermaritzburg, he the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

DAWN WENDY SMITH, she being duly authorised thereto by a General Power of Attorney signed at Durban on 3rd November 1996, No. PA 650/96 granted to her by:

**CHARLES STUART SMITH**  
Identity Number 580416 5112 00 4  
Married out of community of property

which said Power of Attorney is dated 14th November 1996 and signed at DURBAN

AND the said Appearer declared that the said CHARLES STUART SMITH had, on 8th November 1996, truly and legally sold, and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer in full and free property to and on behalf of:

**DAEL MILNE**  
**Identity Number 690129 0095 08 5**  
**Married out of community of property**

her Heirs, Executors, Administrators or Assigns, the following property, namely:

REGISTRATION DIVISION		
REGISTRASIE AFDELING	F	4

LOT 1336 DURBAN NORTH, SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, PROVINCE OF KWAZULU-NATAL, IN EXTENT ONE THOUSAND AND EIGHTEEN (1018) SQUARE METRES

First transferred by Deed of Transfer No. 4835/1938 with Diagram S.G. No. 2278/1938 annexed thereto and held by Deed of Transfer No. T 8908/88.

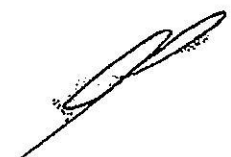
**THIS PROPERTY IS TRANSFERRED:**

- A. Subject to the conditions of the original Government Grant No. 1546 in so far as these are now applicable.
- B. With the benefit of the use of the road 12,19 metres wide over the Remainder of Portion C of Lot 13 No. 1546 as shown on the enlarged plan annexed to the Diagram of the said Remainder, as created in said Deed of Transfer No. 4835/1938.
- C. Subject to the following special conditions created in Deed of Transfer No. 4835/1938:

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 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 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. 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 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 conditions and servitudes.

The word "Owner" in the preceding clause shall be deemed to include each and every registered owner of any portion of the above described properties whose deeds of title contain conditions similar to the foregoing conditions.

D. Subject to the following special conditions as created in said Deed of Transfer No. 4835/1938, namely:

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 Durban North Estates Limited, first had and obtained.



No building 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 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.

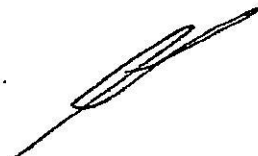
All roofs must be of tiles unless Durban North Estates Limited in their discretion agree otherwise.

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 the 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 of the said property hereby transferred or any 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 or right of way or right of access over the said property hereby transferred or any portion thereof without the consent in writing of the 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 or 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 is 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 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 or 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 (hereafter 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 and if he had directly contracted with them as on the 11th August 1938, 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.

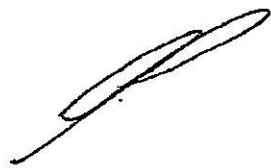
WHEREFORE the said Appearer, renouncing all right and title which the said

**CHARLES STUART SMITH**

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

**DAEL MILNE**

her 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 R350000,00 (THREE HUNDRED AND FIFTY 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, in the Province of KwaZulu/Natal, on

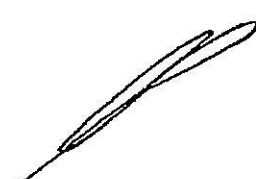
q.q.



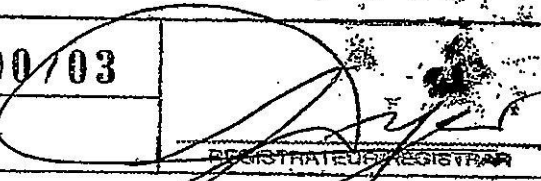
In my presence

1996-12-20

REGISTRAR OF DEEDS



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VERBIND		MORTGAGED	
VIR		FOR R / 200 000	
<b>B</b>	43490/03		
2003 -11- 11			
<small>REGISTRATEUR REGISTRAR</small>			

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SOUTH AFRICAN REVENUE SERVICE  
(FORMERLY DEPARTMENT OF FINANCE)

Rev.684

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K

TRANSFER DUTY — FORM B  
DECLARATION BY PURCHASER

TRANSFEROR (Seller)	<b>CHARLES STUART SMITH</b>
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TRANSFeree (Purchaser)	<b>DAEL MILNE</b>
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DESCRIPTION OF PROPERTY
LOT 1336 DURBAN NORTH, SITUATE IN THE CITY OF DURBAN, ADMINISTRATIVE DISTRICT OF NATAL, PROVINCE OF KWAZULU-NATAL, IN EXTENT ONE THOUSAND AND EIGHTEEN (1018) SQUARE METRES

RECEIVER OF REVENUE
BOX 921 BUS
1996-11-28
DURBAN 4000
ONTVANGER VAN INKOMSTE

Date of transaction: <b>8th November 1996</b>	Consideration: <b>R350000,00</b>
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TRANSFER DUTY PAID BY	<b>E R BROWNE AND SONS</b>
Postal address:	<b>73 MUSGRAVE ROAD DURBAN</b>

FOR OFFICIAL USE	
Transfer duty paid on R..... <b>350 000,00</b>	Being <b>PURCHASE PRICE</b>
Act under which duty charged	<b>no/ua</b>

Steel defacing stamp of office of issue	
	Receiver of Revenue DURBAN ONTVANGER VAN INKOMSTE

CASH REGISTER RECEIPT	
	<b>355179</b>
<b>R350000,00</b>	<b>29-11-96 00077</b>
<b>R 18100,00</b>	<b>0000 08</b>