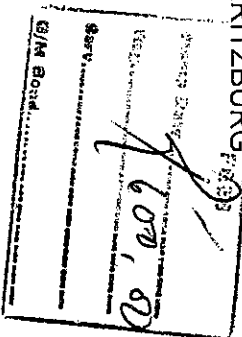


29

RANDELES INCORPORATED
LEVEL 2 MAHOGANY COURT
1 GEORGE MACFARLANE LANE
REDLANDS ESTATE
PIETERMARITZBURG
3201

Prepared by me

CONVEYANCER
McLACHLAN GJ



2009-11-13

T 000041357 / 2009

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**WILLIAM DONALD
BUCHANAN**

appeared before me, REGISTRAR OF DEEDS at Pietermaritzburg, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at PIETERMARITZBURG on 29TH OCTOBER 2009 granted to him by

KATHARINE UNA GIAI MINIETTI
Identity Number 481107 0099 08 6
Married out of community of property

FOR FURTHER ENDORSEMENTS SEE
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Page 7

And the appearer declared that his said principal had, on 15 August 2009, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

STEPHEN DAVID COHEN
Identity Number 701213 5096 08 7
Married out of community of property

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

**ERF 1779 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE
OF KWAZULU-NATAL**

In Extent 1025 (ONE THOUSAND AND TWENTY FIVE) square metres

FIRST transferred by Deed of Transfer No. T 1373/1939 with Diagram
annexed thereto and held by Deed of Transfer No. T24528/1992

THIS PROPERTY IS TRANSFERRED:-

- A. **SUBJECT** to the conditions of the original Government Grant No. 1547 insofar as applicable
- B. **WITH** the benefit of the use of the road 12,19 metres wide over the remainder of Lot 14 No. 1547 as shown on the enlarged plan annexed to the Diagram of the said Remainder, as created in Deed of Transfer No. 1373/1939.
- C. **SUBJECT** to the following special conditions as created in said Deed of Transfer No. 1373/1939 namely :-

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.

This condition shall apply only in so far as it has not lapsed by virtue of the provisions of Section 28 of Act No. 101 of 1969.

The foregoing conditions shall operate as servitudes over the property hereby transferred 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. The Remainder of 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 I of Lot C, Remainder of Subdivision C, Subdivision D, all of 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 authorised and empowered by the said transferee and his/her successors in title to apply for and obtain an interdict restraining any person or person 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** also to the following further special conditions as created in said Deed of Transfer No. 1373/1939, namely :-

No building or erection shall be placed on the said land within 7,62 metres of the boundary line or any road upon which the property hereby transferred abuts without the consent in writing of the 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 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 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 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, in 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/her notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates Limited and upon him/her 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 therefore 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/her 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/her 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/her own behalf and on behalf of his/her 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/her 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/her 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/she has directly contracted with them as on the 12th June 1944 so that the said other owners shall have the same rights in respect of any breach by the transferee or him/her 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

KATHARINE UNA GIAI MINIETTI, Married as aforesaid

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, she said


STEPHEN DAVID COHEN, Married as aforesaid

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 R1 650 000,00 (ONE MILLION SIX 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 on

2009 -11- 13



q.q.

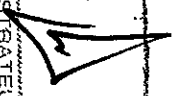
In my presence



REGISTRAR OF DEEDS



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B	020982/09		
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REGISTRATEUR/REGISTRAR			