

<b>Document Number: D0014900085</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Guarantee</b>	
<b>Document Number: D0014900083</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Confirmation by Conveyance</b>	
<b>Document Number: D0014900081</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Sectional Title Insurance</b>	
<b>Document Number: D0014900080</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	

RAMDASS AND ASSOCIATES ATTORNEYS

Files and documents received by Tidy Files

<b>File Ref: F0000833620</b>	
<b><u>File Index</u></b>	<b><u>Value</u></b>
FileNumber	3000018082224
ILPNumber	3000018082224
CustID	IT1316/2021
CustomerName	*MARLEN FAMILY TRUST
Suburb	Durban North
Stand	21
Complex	Durban
Description	21 Balgownie, Durban
NBSNumber	
CreatedDate	30 June 2022

CreatedBy	eScanner
Notes	MLA,QUOATION,ATP,DOA
<b>Document Details</b>	
<b>Document Type Name: Cover sheet from Attorneys</b>	
<b>Document Number: D0014902638</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Covering Mortgage Bond</b>	
<b>Document Number: D0014902637</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	B1531 22
ILPNumber	
CustomerID	
CustomerName1	
FNBReferenceNumber	
Authenticity	Original
<b>Document Type Name: Title Deed</b>	
<b>Document Number: D0014902636</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	T22 2722
ILPNumber	
CustomerID	
CustomerName1	
FNBReferenceNumber	
Authenticity	Original
<b>Document Type Name: Cover sheet from Attorneys</b>	
<b>Document Number: D0014902647</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Identity Document</b>	
<b>Document Number: D0014902646</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>

Reference Number	7603260220086
<b>Document Type Name: Utility Bill</b>	
<b>Document Number: D0014902645</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: IDENTITY AND MARITAL STATUS AND SOLVENCY</b>	
<b>Document Number: D0014902644</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Consent to Marketing Options</b>	
<b>Document Number: D0014902643</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Cover sheet from Attorneys</b>	
<b>Document Number: D0014902642</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Identity Document</b>	
<b>Document Number: D0014902641</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	8111285024086
<b>Document Type Name: Resident Confirmation Letter</b>	
<b>Document Number: D0014902590</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: IDENTITY AND MARITAL STATUS AND SOLVENCY</b>	
<b>Document Number: D0014902589</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Consent to Marketing Options</b>	
<b>Document Number: D0014902588</b>	

<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Cover sheet from Attorneys</b>	
<b>Document Number: D0014902587</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Marriage certificate</b>	
<b>Document Number: D0014902586</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: ANTE-NUPTIAL CONTRACT, IF MARRIED ANC</b>	
<b>Document Number: D0014902585</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Guarantee</b>	
<b>Document Number: D0014902596</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Confirmation by Conveyance</b>	
<b>Document Number: D0014902595</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Home Owner Cover</b>	
<b>Document Number: D0014902594</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Gas Certificate(parent doc-Electrical Certificate)</b>	
<b>Document Number: D0014902593</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: FNB Surety ship - Multiple Sureties</b>	

<b>Document Number: D0014902592</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
ILPNumber	
CustomerID	
CustomerName1	
FNBReferenceNumber	
Authenticity	Original
<b>Document Type Name: Cover sheet from Attorneys</b>	
<b>Document Number: D0014902591</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Identity Document</b>	
<b>Document Number: D0014902602</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	7811265162084
<b>Document Type Name: Telkom Bill</b>	
<b>Document Number: D0014902601</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Retail Account</b>	
<b>Document Number: D0014902732</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Auditors letter</b>	
<b>Document Number: D0014902600</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Declaration-Confirmation of Residential Address</b>	
<b>Document Number: D0014902598</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	

<b>Document Type Name: Consent to Marketing Options</b>	
<b>Document Number: D0014902597</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Trust Deed</b>	
<b>Document Number: D0014902605</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Trust resolution</b>	
<b>Document Number: D0014902604</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Auditors letter</b>	
<b>Document Number: D0014902603</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Trust Certificate</b>	
<b>Document Number: D0014902691</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: LEGAL PERSON SA TRUST</b>	
<b>Document Number: D0014902690</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: PERSON AUTHORIZED TO SIGN ON BEHALF OF SA TRUST</b>	
<b>Document Number: D0014902693</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>
Reference Number	
<b>Document Type Name: Confirmation of Juristic Entity</b>	
<b>Document Number: D0014902694</b>	
<b><u>Document Index</u></b>	<b><u>Value</u></b>



# RAMDASS & ASSOCIATES

## ATTORNEYS, NOTARIES & CONVEYANCERS

**BEREA:** 308/310 Cowey Road, Berea, Durban, 4001 • Tel: 031 312 2411 • Cell: 073 234 3835 Email: shahir@ramdass.co.za

• **DOCEX:** 5 Morningside, Durban • **POSTAL:** PO Box 78067, Avondale Road, 4101 •

**UMHLANGA ROCKS:** 3rd Floor, 77 Richefond Circle, Ridgeside Office Park, Umhlanga Rocks, 4320 Tel: 031 536 8330

• Cell: 078 611 9186 • Email: joy@ramdass.co.za • Cell: 073 234 3835 Email: shahir@ramdass.co.za

**JOHANNESBURG & PRETORIA:** First Floor-Cephas Place, 49 Sovereign Drive, Route 21 Corporate Park, Irene Ext 31, Centurion, 0178 • Tel: 012 663 2123 • Cell: 074 135 7176

Email: [jessica@ramdass.co.za](mailto:jessica@ramdass.co.za) • **DOCEX:** 7 Centurion

## Original Deed of Transfer Number T 2722/2022

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**Proprietor:** Shahir Ramdass BA LLB (Natal, Durban) **Assisted By:** Shivani Ramdass BA LLB (Natal, Durban), Joy Clover BA LLB (Natal, Pietermaritzburg) (Director Umhlanga Rocks); Bryan Hutchinson BA LLB (Essex), Dudley Stilwell BA LLB (Natal, Durban), Jessica Van Der Westhuizen BCom LLB (Pretoria), Meshree Rajkumar LLB (Natal, Westville) and Courtney Leat LLB (Free State)

Tomlinson Mnguni James  
Attorneys, Notaries & Conveyancers  
Suite 201 Ridge 6  
20 Ncondo Place  
Umhlanga Rocks  
4320

Prepared by me

FEES	
Stamp Duty.....	.....
Reg.....	R2157.00
Waiver.....	.....
O/M Bond.....	.....

  
CONVEYANCER  
MARCHELLE BOTHA (M73769)

2022 -02- 01

T 22 2722

## DEED OF TRANSFER

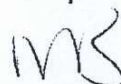
BE IT HEREBY MADE KNOWN THAT

**SAMEERA MUSLIM**  
**LPCM 74878**

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

**IAN NEVILLE TAYLOR**  
**Identity Number 600322 5026 085**  
**Married out of community of property**

which said Power of Attorney was signed at UMHLANGA on 11<sup>th</sup> NOVEMBER  
2021.



FOR FURTHER ENDORSEMENTS SEE  
VIR VERDERE ENDOSSEMENTE SIEN..... PG 7



And the appearer declared that his/her said principal had, on 7 October 2021, 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:

**MARLEN FAMILY TRUST**  
**Registration Number: IT 1316/2011 (PMB)**

its Successors in Office or assigns, in full and free property

**ERF 2427 DURBAN NORTH**  
**REGISTRATION DIVISION FU**  
**PROVINCE OF KWA-ZULU NATAL**

**IN EXTENT 1045 (ONE THOUSAND AND FORTY FIVE) Square metres**

FIRST TRANSFERRED by Deed of Transfer Number T4933/1948 with Diagram annexed thereto and held by Deed of Transfer T7280/2018

**THIS PROPERTY IS TRANSFERRED:**

- A. Subject to such of the conditions of the original Government Grant No. 1556/1847 as are still applicable.
- B. With the benefit created in the said Deed of Transfer No. 4933/1948, of the use of the road 12,19 metres wide over the Remainder of Lot 15 No.1556, as shown on the enlarged Plan annexed to the diagram of the said Remainder.
- C. Subject to all the special conditions applicable to this property created in said Deed of Transfer No. T 4933/1948 which appear therein in the following terms:
  - (a) 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.
  - (b) 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 used in separate portions or at all as flats, a boarding house, separate residences or dwellings, private hotel or whatsoever of a like nature.
  - (c) 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.
  - (d) 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.
  - (e) The transferee shall not use or suffer to be used the property hereby transferred or any portion thereof or any building or erections thereon for the purpose of advertising or displaying any advertisement.

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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 situate near the North Bank of the River Umgeni, Victoria Country, 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 F, 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 Lot 12.

And upon 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 hereby irrevocably authorised and empowered by the said Transferee and 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 or 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 created in the said Deed of Transfer No. T4933/1948, which appear therein in the following terms:

- (a) No buildings 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.
- (b) 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 erection shall be made in conflict with any such plan.
- (c) 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

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manner and to the design approved by DURBAN NORTH ESTATES LIMITED.

- (d) All roofs must be of tiles unless DURBAN NORTH ESTATES LIMITED, in their discretion agree otherwise.
- (e) 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 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.
- (f) 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 private nuisance or a source of damage, disturbance or annoyance to the owners, tenants or occupiers of land or 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 its 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 nuisance and may recover the cost from any person served with such notice.
- (g) 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.
- (h) DURBAN NORTH ESTATES LIMITED reserve in perpetuity the right, without being required to pay compensation thereof, 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, 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 the 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 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.

*MS*

Any reference in this deed of transfer to the "Transferees" shall be deemed to include their heirs, executors, administrators and assigns or successors in ownership to the said property.

In so far as any conditions in this Transfer containing 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 of his successor 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 had 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 28<sup>th</sup> day of March 1951, 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.

MB

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

**IAN NEVILLE TAYLOR , Married as aforesaid**

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


**MARLEN FAMILY TRUST  
Registration Number: IT 1316/2011 (PMB)**

its Successors in Office 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 R4 250 000,00 (FOUR MILLION TWO 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

2022-02-01

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

In my presence

  
\_\_\_\_\_  
REGISTRAR OF DEEDS

MB

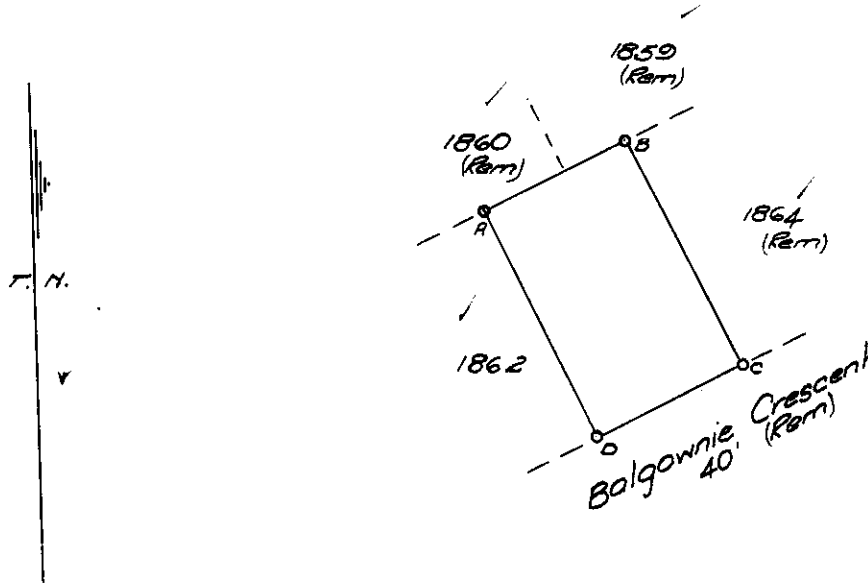
<b>VERBIND</b>		<b>MORTGAGED</b>
VIR		
FOR		<u>R 3 360 000,00</u>
<b>B</b>	<b>1531 22</b>	 <u>REGISTRATEUR/REGISTRAR</u>
	<b>2022-02-01</b>	

(2)

S.G.N.º 4051/45

Approved

*P. Fischer*  
 Surveyor General.  
 - 2 - 4 - 1946



Now LOT 2427 DURBAN NORTH

Sides.		Angles.	
AB	85.23	A	90.0.0
BC	132.00	B	90.0.0
CD	85.23	C	90.0.0
DA	132.00	D	90.0.0

Reg. Div.  
**FU**



SCALE OF FEET

The Figure *A. B. C. D* Represents - Acres *1* Roods *1.32* Perches  
 of land called *Lot 1863 of Lot 15 N° 1556*

situate in the City of Durban, County of Victoria, Province of Natal.

Framed from a survey made by Land Surveyor A. A. Jorgensen in Oct. 1928

*A. L. Fisher*  
 Land Surveyor.  
 Nov. 1945

This Diagram is annexed to Deed of <i>TH</i> No. <i>4933</i> dated <i>4.8</i>	Original diagram is annexed to Deed of Grant No. <i>1556</i> Dated <i>27 Aug. 1847</i>	File No. <i>1239/1</i> Survey Records <i>3084</i> Tracing Degree Sheet <i>59</i> Compilation <i>FU. 7A. 662</i> General Plan
<i>P. Mitchley</i> Registrar of Deeds	G. Vol. <i>36</i> Fol. <i>35.</i> <i>PLAN A. 12.</i>	