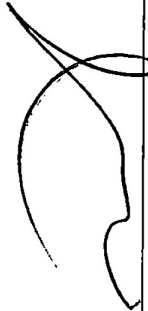



TATE, NOLAN & KNIGHT INC.
ATTORNEYS, NOTARIES &
CONVEYANCERS
15 ENNISDALE DRIVE
DURBAN NORTH
4051

FEES	
Stamp Duty	R 1200,00
Reg.	
Waiver	
OM Bond	

DOCUMENT NO
D001152447

Prepared by me


CONVEYANCER
CORNEL ANTON VAN DE VENTER

VERBIND	MORTGAGED
VIR FOR R 2 875 000,00	
B 000006291 / 2016	
2016 -05- 27	REGISTRAR/REGISTRAR

2016 -05- 27

T 000014455 / 2016

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

CORNEL ANTON VAN DE VENTER

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 DURBAN NORTH on 30th MARCH 2016 granted to him by

HALINA GILLIAN MIEDZIANOWSKA ELLIS
Identity Number 650923 0040 08 5
Married out of community of property



And the appearer declared that his said principal had, on 24 February 2016, 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:

1. **NATHAN SEAN GREEN**
Identity Number 870324 6008 08 1
Married out of community of property
2. **CANDICE GREEN**
Identity Number 880922 0271 08 0
Married out of community of property

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

ERF 2426 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL

IN EXTENT 1208 (ONE THOUSAND TWO HUNDRED AND EIGHT) Square metres

FIRST TRANSFERRED by Deed of Transfer Number T 9923/1946 with Diagram SG Number 3865/1946 relating thereto and held by Deed of Transfer Number T 55419/2002


THIS PROPERTY IS TRANSFERRED:

- (a) Subject to the original Government Grant Number 1556 in so far as these are now applicable.
- (b) With the benefit of the use of the road Twelve comma One Nine (12,19) square metres over the Remainder of Lot 15 Number 1556, as shown on the enlarged plan annexed to the Diagram of the said Remainder, as created in Deed of Transfer Number 9923/1946.
- (c) Subject to the following special conditions created in said Deed of Transfer Number 9923/1946 :-

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 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 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 forgoing conditions shall operate as servitudes over the property hereby transferred in perpetuity in favour of the following properties or any portion thereof all situated 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 G, and Subdivision 1, 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 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 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.

(d) Subject also to the following further special conditions created in said Deed of Transfer Number 9923/1946 viz:

No buildings or erection shall be placed on the said land within seven comma six two (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 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 dwellings 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 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 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 such nuisance and may recover the cost from any person served with such notice.

The Transferees 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 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 agree 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 the aforesaid conditions.

Durban North Estates Limited shall be entitled to assign or delegate the rights conferred upon them by the foregoing including their power of consent, approval and the like.

Any reference in this Deed of Transfer to the "Transferee" shall be deemed to include their 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 (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 Owner, 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 26th day of October 1928, 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

HALINA GILLIAN MIEDZIANOWSKA ELLIS, Married as aforesaid

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

1. **NATHAN SEAN GREEN, Married as aforesaid**
2. **CANDICE GREEN, 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 R3 875 000,00 (THREE MILLION EIGHT HUNDRED AND SEVENTY FIVE 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 2016 -05- 2 7



q.q.

In my presence



REGISTRAR OF DEEDS

Reference Details

Transfer Duty Reference Number: TDE01AEE50

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name ELLIS
 ID Number 6509230040085
 Company / CC / Trust Reg No. South Africa
 Marital Notes if applicable

Full Name HALINA GILLIAN MEDZIANOWSKA
 Date of Birth (CCYYMMDD) 1965-09-23
 Marital Status M.O.C OF PROPERTY
 Spouse Initials

Details of Purchaser / Transferee

Full Name NATHAN SEAN
 Date of Birth (CCYYMMDD) 1987-03-24
 Company / CC / Trust Reg No. M.O.C OF PROPERTY
 Marital Status

Surname / Registered Name GREEN
 ID Number 8703246008081
 Marital Notes if applicable South Africa
 Spouse Initials

Details of Purchaser / Transferee

Full Name CANDICE
 Date of Birth (CCYYMMDD) 1988-09-22
 Company / CC / Trust Reg No. M.O.C OF PROPERTY
 Marital Status

Surname / Registered Name GREEN
 ID Number 8808220271080
 Marital Notes if applicable SOUTH AFRICA
 Spouse Initials

Details of the Property

Date of Transaction/Acquisition (CCYYMMDD) 2016-02-24
 Total Fair Value R 3875000.00

Total Consideration R 3875000.00

Calculation of Duty and Penalty / Interest

Transfer Duty Payable on Natural Person R 3875000.00

Property Description

1 ERF 2426 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL IN EXTENT 1208 (ONE THOUSAND TWO HUNDRED AND EIGHT) Square metres

Receipt

Receipt Details

Transfer Duty Reference Number TDE01AEE50
 Receipt Amount R 263750.00
 Receipt No. 1200367256

Declaration by Conveyancer / Attorney

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.

XXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXX

Please ensure you sign over the 2 lines of 'X's above

date (CCYYMMaa)

2 0 1 6 0 5 0 3

For enquiries go to
www.sars.gov.za or call
 0800 00 Sars S (7277)

DAVID MICHAEL VAN ONSELEN



ISSUED BY eTHEKWINI MUNICIPALITY

In terms of section 118 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), it is hereby certified that all amounts that became due to eTHEKWINI MUNICIPALITY in connection with the undermentioned property situated within that municipality for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

The following sums remain charges upon the property by virtue of section 118(3) of the local government: Municipal Systems Act, 2000 (Act 32 of 2000): Not applicable

DESCRIPTION OF PROPERTY

21 Digit Code : N0FU00860000242600000

Erven : 2426

Portion : 0

Extension : DURBAN NORTH

Zoning : Not available

Registration division / Administrative District : FU

Suburb : BROADWAY

Town : DURBAN NORTH

Sectional Title unit number : Not applicable

Exclusive use area and number as referred to on the registered plan : Not applicable

Real right : Not applicable

Scheme registration number : Not applicable

Sectional Title Scheme Name : Not applicable

Registered owner : HALINA GILLIAN MIEDZIANOWSKA ELLIS 6509230040085

Name and Identity/ Registration Number : NATHAN SEAN GREEN 8703246008081

of all purchaser/s: CANDICE GREEN 8809220271080

This Certificate is valid until : 02/07/2016

Given under my hand at DURBAN on 03/05/2016

Certificate By Conveyancer:

DAVID MICHAEL VAN ONSELEN

(full name and surname) hereby certify that this is a print-out of a data message in respect of the original clearance certificate electronically issued by the eThekweni Municipality.

Conveyancer

3 May 2016

Date

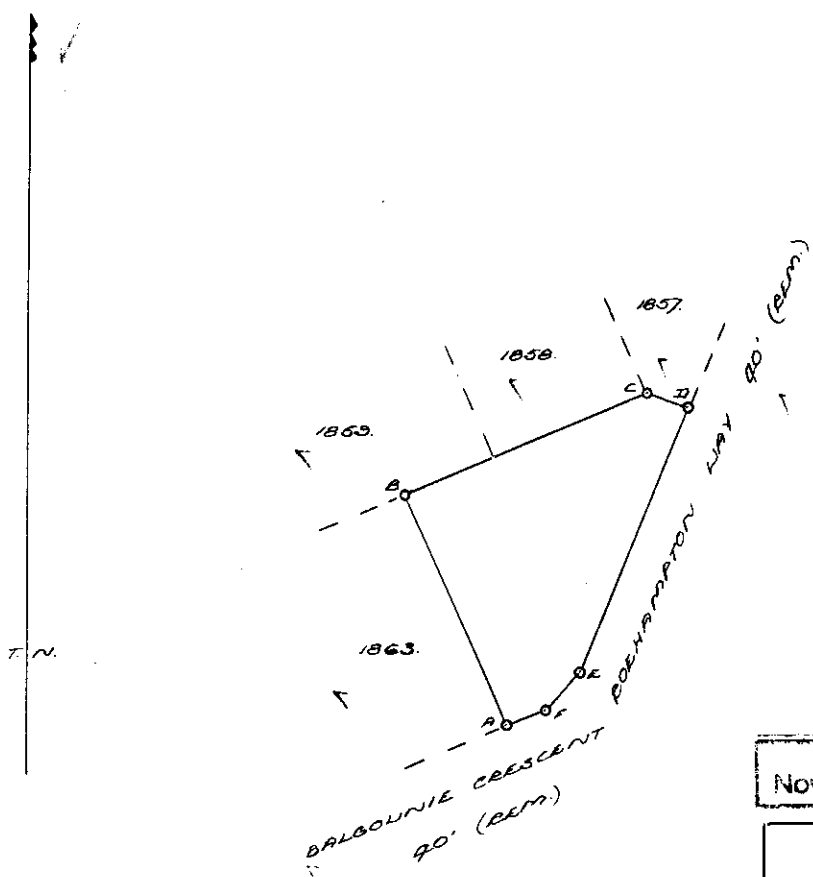
MUNICIPAL MANAGER
eTHEKWINI MUNICIPALITY

Date issued: 03/05/2016

Authorised Officer: Lungani Masinga

S.G.No 3865/46

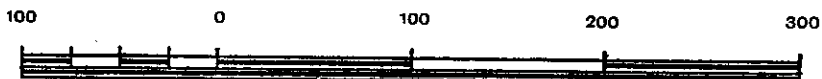
Approved
M. Fricker
 Surveyor General.
 18-10-1946



Reg. Div.
FU

Now LOT 2426 DURBAN NORTH

Sides.		Angles.	
AB	132.00	A	90. 0. 0
BC	132.00	B	90. 0. 0
CD	25.06	C	135. 0. 0
DE	146.62	D	90. 0. 0
EF	27.72	E	157.30. 0
FA	20.44	F	157.30. 0



SCALE OF FEET

The Figure *A.B.C.D.E.F.* Represents Acres *7.74* Rods *7.74* Perches
 of Land called LOT 1864 OF LOT 15 NO. 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 OCTOBER 1928

A. L. Jones
 Land Surveyor.
 SEPTEMBER 1946

This Diagram relates to Deed of
T.F.P. No. *9923/*
 dated *23-11-46* *1946.*
(Sd) G.A. Nicholson,
 Registrar of Deeds.
 C. S. & Co.

Original Diagram is annexed to
 Deed of Grant No. *1556.*
 Dated *27 TH AUGUST 1867.*
 G. Vol. *36* Fol. *35.*
 Plan *A.12*

File No. *1239/1*
 Survey Records *T 719.*
 Tracing
 Degree Sheet *59*
 Compilation *FV-7A 6B2*
 General Plan



BRAMIN

CONSULTING ENGINEERS
CIVIL ∞ STRUCTURAL ∞ GEOTECHNICAL

P.O. Box 60430
Phoenix,
4080
Tel: 031 502 1989

14 109172 Street
Grove End, Phoenix,
Cell: 083 777 2255
Fax: 086 571 4138

E-Mail: yashvir@bramin.co.za
CK. No: 2010/031255/23

16 March 2023
Our Ref: BCE23155-01

ETHEKWINI MUNICIPALITY
DEVELOPMENT MANAGEMENT DEPARTMENT
PLANNING DIVISION
POST BOX 680
DURBAN
4001

Dear Sirs

DESCRIPTION OF WORK : **ADDITIONS AND ALTERATIONS (A1.3a)**
ADDRESS : **ERF 2381 – DURBAN NORTH
33 ROEHAMPTON WAY**

We are the appointed engineers on the above project. We have reviewed the proposed drawings to the additions and alterations and have carried out a site inspection and we confirm that these changes will not have any structural implication on the existing building.

Yours faithfully

Yashvir Maharaj
Pr Tech Eng 201170176

**ZONE: SPECIAL RESIDENTIAL
900**

SCHEME INTENTION: To provide, preserve, use land or buildings for:

- Single residential use in a form of a dwelling house and ancillary uses, and caters for multiple unit development and various building typologies.
- Protection of the quality and character of residential neighbourhood and the well-being of its residents.
- Limiting multiple uses of buildings to minimize adverse impact on the residential environment.
- Business that comply with residential amenity such as a Bed and Breakfast Establishment and Home Business at the discretion of the eThekweni Municipality (see Section 1.14 - Exemptions).

MAP COLOUR REFERENCE: Yellow with Orange bands

MAP REFERENCE:

PRIMARY	SPECIAL CONSENT	PRECLUDED
<ul style="list-style-type: none"> • Dwelling House • Multiple Unit Development 	<ul style="list-style-type: none"> • Agriculture Land • Boarding House • Crèche • *Health & Beauty Clinic • Educational Establishment • *Institution • Place of Public Worship • *Retirement Centre • Special Building • Telecommunication Infrastructure • Uses authorised in terms of Sub-sections (1.13.3 – 1.13.8) • Any other use authorised in terms of Section 9.4 (Important Buildings and Objects) 	<ul style="list-style-type: none"> • All other uses not indicated in the Primary and Special Consent columns

ADDITIONAL CONTROLS – LAND USE

1. *Health and Beauty Clinic:

The principles of Home Business shall apply to the development of a Health and Beauty Clinic.

2. *Institution:

The minimum ERF size for an Institution shall be 900m².

3. *Place of Public Worship:

The minimum Erf size for a Place of Worship shall be 900m².

DEVELOPMENT PARAMETERS

SPACE ABOUT BUILDINGS		DWELLING UNITS PER HECTARE	MINIMUM SUBDIVISION (m ²)	HEIGHT	COVERAGE	FLOOR AREA RATIO
BUILDING LINE	SIDE AND REAR SPACE	One dwelling house for every 900m ²	900	2	50%	N/A
5.0m	2.0m					



South African Council
for the Architectural Profession

CERTIFICATE OF REGISTRATION

This certificate is proudly issued to

Wendle Dwaine Naidoo

registered as a

Professional Architect

In Terms of The Architectural Profession Act, 2000 (Act No. 44 of 2000)

Registration Number: PrArch44016755

Registration Date: 2020-11-20

Certificate Serial Number: 44016755

End of CPD Cycle: 2025-01-01

Contact Details

Email: wen*len*ido*@gma*I.co*

Mobile: 084 *37 4*65

Mr. Ntsindiso Charles Nduku

President

Adv. Toto Fiduli

Registrar

SACAP has confirmed the above information, for digital certification and sharing by PrivySeal Limited,
at 09:09 AM (Africa/Johannesburg) on 15 Jun 2021.



POWERED BY
PRIVYSEAL

*This certificate is only valid
if the Registered Person has paid
annual fees and has complied with
the CPD requirements*