

Prepared by me

CONVEYANCER
PRESTON-WHYTE RC

FEES	
Stamp Duty.....	
Reg.....	R 340,00
Serv.....	
G/M Bond.....	

VERBIND		MORTGAGED	
BC 05 16914	VIR FOR R 1 495 000,00		
GEKANSLEES CANCELLED	B	000009984 / 2002	
REGISTRATEUR/REGISTRAR	2002-03-27	REGISTRATEUR/REGISTRAR	
2005-04-20			

2002-03-27

T 000015467 / 2002

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN :

THAT

COLIN VICTOR BOYES

appeared before me, REGISTRAR OF DEEDS at PIETERMARITZBURG he the said
 Appearer being duly authorised thereto by a Power of Attorney signed at DURBAN
 on 15 FEBRUARY 2002 and granted to him by:-

- HELENA MARGARET FREER
Identity Number 490330 0023 00 0
Unmarried

As the bare dominium owner of the hereinafter-mentioned land

FOR FURTHER ENDORSEMENTS SEE VIR VERDERE ENDOSSEMENTE SIEN.....
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- JOHANNA ALIDA FREER
Identity Number 161025 0016 08 1
Unmarried

As the Usufructuary of the hereinafter-mentioned land

JOHNSTON & PARTNERS
ATTORNEYS
DURBAN

"Legalperfect"

AND the Appearer declared that his said Principals had truly and legally sold on 13 January 2002 and that he, the said Appearer in his capacity aforesaid, did by these presents, cede and transfer, to and on behalf of:-

CARL HENNIE ROUX
Identity Number 701019 5233 08 7
Unmarried

his heirs, executors, administrators or assigns in full and free property

PORTION 61 OF ERF 3193 DURBAN NORTH REGISTRATION DIVISION F.U.,
PROVINCE OF KWAZULU-NATAL
In Extent 1 458 (ONE THOUSAND FOUR HUNDRED AND FIFTY EIGHT) square metres;

First transferred by Deed of Transfer NO. T 1661/1957 with the Diagram S.G. NO. 5047/50 annexed thereto and held by Deed of Transfer NO. T 20995/93 and Notarial Deed of Cession of Usufruct No. K 804/93

THIS PROPERTY IS TRANSFERRED:-

- (a) Subject to all the terms and conditions of the original Deed of Grant No. 1537 dated the 7th December 1848, in so far as are now applicable.
- (b) Subject to the following special conditions which shall be enforceable by the City council as created in Deed of Transfer No. T1661/1957:-
 1. The land and any buildings erected thereon shall be used for residential purposes only, and it is an express condition that it shall not be used for business purposes of any kind whatsoever.
 2. No subdivision of the lot will be permitted.
 3. Buildings, which are to be of brick, stone, concrete or other hard, permanent and fireproof material to the value of at least THREE THOUSAND TWO HUNDRED RAND (R3 200) shall be erected upon the lot by the Owner on such level to such building line and to such elevation as shall be determined by the City Council.

In the event of the buildings aforesaid being destroyed or damaged, either wholly or in part, their value is reduced to less than THREE THOUSAND TWO HUNDRED RAND (R3200), the Owner shall be bound either to erect new buildings or make such additions to any existing buildings, within a period to be fixed by the City Council, as will restore the value of the buildings on the lot to at least THREE THOUSAND TWO HUNDRED RAND (R3 200).

4. The Owner shall pay the rates imposed and levied on the land from the date of sale and on the buildings from the date of erection thereof. If, in any year from the third or any subsequent year from the date of sale, the buildings on the said lot shall be of a less value than that set out in the preceding condition, or if in any such years there shall be no building at all upon the said lot, the Owner for the time being shall pay to the City Council, in addition to and at the same time as he is due to pay the rates imposed and levied for that particular year, a sum equivalent to the difference between the sum which would have been payable as rates in respect of buildings of a rateable value of THREE THOUSAND TWO HUNDRED RAND (R3 200) and the sum he is liable to

pay as rates upon the buildings actually erected, or a sum equivalent to that which would have been payable upon building valued for rating purposes at THREE THOUSAND TWO HUNDRED RAND (R3 200) according as there are or are not buildings upon the said lot.

If the foregoing building clause has ceased to be effective owing to the erection of buildings it may be renewed by the City Council, either wholly or in part, if, from any cause whatsoever the buildings on the lot shall be demolished or destroyed, either wholly or sufficiently to reduce their value below the said sum of THREE THOUSAND TWO HUNDRED RAND (R3 200,00).

5. External coverings to all roofs shall be of tiles, shingles, slate or concrete, and no external surface of any roof or any fence or other visible structure or improvement of any kind shall be of visible corrugated material.
6. Should the owner be in breach of any of the conditions set out above at any time, the City Council shall, upon notice to the registered owner, be entitled to apply to the Supreme Court of South Africa, Natal Provincial Division, by way of motion or otherwise, as the said Court may, in its discretion, direct, for an Order authorising the Registrar of Deeds to retransfer the lot to it, without any liability on the part of the City Council to repay the purchase price of any portion thereof, or to pay any compensation whatsoever in respect of any buildings which may have been erected upon the lot at the date of such Order, or otherwise howsoever, and to recover from such registered owner the expenses of and incidental to such order, and the expenses of any incidental to the retransfer as aforesaid to the City Council.

In the event of the City Council applying for an Order of Court directing a retransfer of the lot to it, as herein provided, and in the event of the lot being mortgaged such application to Court shall be made without prejudice to the Mortgagee's rights under the Bond or Bonds.

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

1. HELENA MARGARET FREER

and

2. JOHANNA ALIDA FREER

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

CARL HENNIE ROUX

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 R495 000,00 (FOUR HUNDRED AND NINETY FIVE THOUSAND RAND).

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer, q.q. 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

2002 -03- 27

UBoyes
q.q

In my presence,

[Signature]
REGISTRAR OF DEEDS

[Signature]

VERBIND		MORTGAGED	
VR FOR R 2000 000,00			
B	05 19712	<i>[Signature]</i>	
2005-04-20			
REGISTRATEUR/REGISTRAR			

VERBIND		MORTGAGED	
VR FOR R 750 000,00			
B	013559 / 08	<i>[Signature]</i>	
2008-04-07			
REGISTRATEUR/REGISTRAR			