

Deed of Transfer
No 1556/1909 D/D 03: 12: 1909

NARAINSAMY TEMPLE TRUST

DEED OF TRANSFER AND TRUST.

By virtue of a Power of Attorney.

KNOW ALL MEN WHOM IT MAY CONCERN That

Uden Edmund Fisher of Pietermaritzburg, the Colony of Natal, *Advo. ut.* appeared before me,

Registrar of Deeds for the Colony of Natal, he,

being duly authorized thereto by virtue

of Attorney granted to him by NARAINSAMY, No. 15556,

of Sea Cow Lake, County of Victoria, Colony of Natal,

times known as Narainsamy Sirdar or Narainsamy Madalay,

whereby which said Power of Attorney is dated the 8th

of November 1909, and drawn up at Durban in

presence of and certified by a competent witness, which

Power of Attorney was exhibited to me on this day.

AND the said Appraiser declared that whereas

Principal, the said Narainsamy, is the registered owner

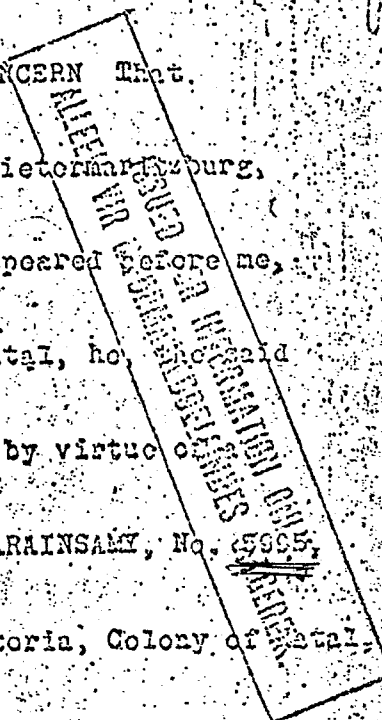
Principal, the said Narainsamy, is the registered owner

the piece of land hereinafter mentioned and described,

AND WHEREAS the Appraiser said principal,

Narainsamy, has built a Hindoo Temple on a portion of the

piece of land, and is desirous of creating a Trust



DEED of TRANSFER.
No 15556/1909
dd 3/12/1909

NARAINSAMY TEMPLE TRUST

M.M.

M-1102

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MECHOLD
Not a Justice of Peace, NATAL
Appointed by the Government of Natal
1911-12-31

Entrusted with...
AND TRUST.
By virtue of a Power of Attorney.
ARTICLES OF ASSOCIATION
OF THE
DEEDS DEPARTMENT
NATAL

WHEREAS ALL THE *ADVOCAT* (CONCERN) That
William J. ... of Pietermaritzburg,
in the Colony of Natal, *Advocate* appeared before me,
Registrar of Deeds for the Colony of Natal, he, the said
Apparator being duly authorized thereto by virtue of a

Power of Attorney granted to him by NARAINSA-I, No. 5995,
Indian, of Sea Cow Lake, County of Victoria, Colony of Natal,
sometimes known as Narainsamy Sirdar or Narainsamy Madalay
Farmer, which said Power of Attorney is dated the 8th
day of November 1909, and drawn up at Durban in
the presence of and certified by a competent witness, which
Power of Attorney was exhibited to me on this day.

AND the said Apparator declared that whereas
his Principal, the said Narainsamy, is the registered owner
of the pieces of land hereinafter mentioned and described,

AND WHEREAS the Apparator's said principal,
Narainsamy, has built a *Kingop Tent* on a portion of the
said pieces of land, and
creating a Trust
for

No. D642097
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1911-12-31
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1911-12-31

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for the Hindoo Temple of Sri Varadaraja Perumal, Sri
 Name Vinayagar, Sri Kashi Vishwanadar Sri Balasubramanya,
 and of transferring the land for the purpose of the said
 Trust, NOW THEREFORE the said Appraiser duly authorized as
 aforesaid, declared to have ceded, assigned, transferred and
 set over, as he doth in his capacity as Attorney to the said
 Maraimony, by these presents, cede and transfer, in full and
 free property to and on behalf of him the said Maraimony,
 as Trustee in Trust for the Hindoo Temple of Sri Varadaraja
Perumal, Sri Name Vinayagar, Sri Kashi Vishwanadar Sri
Balasubramanya aforesaid, his Successors in office or Assigns,

the following pieces of land, viz :-

1. A certain piece of land in extent 18 acres, 33.2 perches, situate and being Lot 2 of A of Lot 24 of the Para Zaskow Valley, in the County of Victoria, Colony of Natal, bounded Northerly by Lot 1 of 25, Easterly by Lot 5 and Remainder of 24, Southerly by Lot 1 and Remainder of A, and Westerly by Lot 6 of 8, as will more fully appear on reference to the Deed of Transfer with diagram thereto annexed, in favour of Appraiser's Principal dated 13th October 1866, and to the subdivisional Diagram of said Lot 2 thereto annexed, and to the subdivisional diagram of the said Lot 2 thereto annexed.
2. A certain piece of freehold land in extent 32 acres, 2 roods, 33.32 perches, situate and being the Remainder of /

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K. 139

Handwritten initials and numbers: 657, 2, 1-756

subdivisional diagram of the said Lot 2 thereto annexed

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Remainder of Lot 6 of Lot 1 of the farm Zookow Vallei
aforesaid, the said Remainder being bounded Northerly
by Lot 5 of Lot 9, Southerly by Lot 7, Easterly by
Zookow Vallei, Westerly by Lot 1, as will more fully
appear on reference to the Deed of Transfer thereof
in favour of Thoyee, with diagram thereto annexed,
dated the 22nd September 1895, and to subsequent Deed
of Gift, dated the 15th day of July, 1907, in favour
of Appearer's Principal, *and to the diagram of the*
said remainder in the margin

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DL 26

3. * A certain piece of land in extent 215 acres, 3
roods, 321 perches, more or less, situate and being
the Remainder of Lot 24 of the Farm Zookow Vallei
aforesaid, bounded Northerly by Lot 23, Southerly by
Remainder of Lot 25, Westerly by Lots A, B, C, D and
E of the said Lot 24, Easterly by Remainder of Lot 25,

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as will more fully appear on reference to the Deed of
Transfer in favour of Appearer's Principal dated the
12th October, 1904. *diagram (being annexed to)*
the Deed of Transfer in favour of Appearer's Principal dated the
12th October 1904.

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REGISTRATION DIVISION
REGISTRAR'S OFFICE
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AND the Appearer declared the transfer hereby
made is passed subject to the conditions contained in the
original Government Grant, so far as same are now applicable.

AND the Appearer further declared that the special
conditions following, shall at all times attach to the said
pieces of land, viz:

1.

The Appearer's Principal, Narsinsamy, shall be
Trustee

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Trustee during the whole term of his natural life, or until he shall desire to relinquish office as such Trustee.

3.

Maduray (hereinafter called the First Trustee) directs that unless prior to his decease, he shall in writing declare otherwise, SHUKRY, a son of the Apparent Principal, and NEELAGONDEN, a grandson of Apparent's Principal, shall be joint Trustees in his place and stead.

*See O/LT with 4/4
4/1/1971 on 2/1/1971
Ravindranth & Venkatesh
Trustees*

*Subscribing
28/1/1971
to app. of
new trustees*

3.

Failing either of the said Maduray and/or Neelagonden, on the decease of the First Trustee, then the eldest surviving son of the one so deceased, shall be Trustee in the place of his Father. Failing such son however, the vacancy shall be filled by the eldest surviving son, Vadivel, of Coopersay, and failing him, then by the eldest son of Kernal.

4.

The first Trustee shall have full power and authority in his own absolute discretion, to sell, mortgage, lease or otherwise alienate or dispose of the third piece of

land /

land aforesaid, viz :- the Remainder of Lot 24 of the farm
Teehee Valley.

The maintenance of the said Church, and of the
religious festivities and worship in connection therewith,
being estimated at a sum of One hundred and fifty pounds
(£150) Sterling per annum, or thereabouts, such sum shall,
so far as possible, be obtained from the sale of crops, fruits
and other products, the result of the cultivation of the said
lands, provided however, that nothing herein contained shall
hinder the Trustees from hiring out or leasing any of the
said pieces of land, (with the exception of the five or six acres
or thereabouts adjacent to the Church as mentioned in Clause
20 hereof) and the rentals derivable from the said land shall
be applied to the cost of maintenance of the said Church.

6.

In the event of the sale of the said Remainder of
Lot 24 or any portion thereof, the proceeds of sale shall be
devoted to the purchase of other land in place of the land
so sold.

7. The /

The two Trustees who first succeed the First
Trustee may sell the whole or any portion of the Remainder
of Lot 24 aforesaid, for such price as they may think fit,
the proceeds of sale to be dealt with as elsewhere herein
provided.

8.

In the event of any Trustee dying, or resigning,
or becoming incapable of acting, or being permanently
absent from the Colony, then the remaining Trustee shall have
power, and be authorized to assume another Trustee to
act along with him as a Trustee, and a change of Trustees
shall be effected by a document in writing, which document
shall be duly registered in the office of the Registrar of
Deeds.

9.

In the event of any dispute, the Church shall
not in any case be shut up, but shall at all times remain
open for public worship.

IN WITNESS

10.

The Trustees from time to time shall be entitled to receive and retain out of the proceeds of the products of the lands aforesaid, sufficient funds or produce to provide food for themselves and their families, should they be without means.

11.

All Windows of any Caste shall be entitled *and* allowed to enter any portion of the Church premises, but no others.

12.

The Trustees from time to time shall keep proper books of account, in which shall be recorded all moneys received or expended for or on behalf of the Trust, and as on the 31st day of December in each and every year, the Trustees shall prepare proper statements of account, both in Tamil and in English. . Such accounts shall be open to inspection by the descendants of the First Trustee, and no other party whatsoever shall have the right to demand statements of account, or inspection of any books, or to

take /

take inspection of any statements or books of account.

18.

During the lifetime of Joseph Henry Nicolson,
Collector, all disputes whatsoever, whether between the
Trustees, or between any other parties arising in connection
with the Church shall be referred to him for final award
and decision, and his decision shall be absolutely final
and binding absolutely upon the Trustees and all parties
claiming to be interested in the Church, and after his
decease, or in the event of his refusing to act, then upon
such event happening, the Magistrate from time to time of
the Magisterial Division of Inanda shall settle and decide
all disputes.

19.

No Trustee, when once he shall have been properly
appointed, shall be liable to be removed, except on the
instigation of the said Joseph Henry Nicolson during his
lifetime, or failing him of the Magistrate of the Inanda
Division.

19.

Any /