

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

Prepared by me


CONVEYANCER
DAVID MICHAEL VAN ONSELEN

FEES	
Stamp duty	
Reg	R1160 - 00M
Serv	
G/A Bond	

1

2015 -05- 2 1

T 000014194/2015

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 on 23RD March 2015 granted to him by

BRIAN LAWSON JACKSON
Identity Number 4705185096088
Married out of community of property

TOO VAN DIESE ENDOORSEMENTE GEM
FOR FURTHER ENDORSEMENTS SEE PAGE... 1

And the appearer declared that his said principal had, on 7 February 2015, 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:

SHAUN AMAR RAMLAKHAN
Identity Number 7804105075087
and
PRASHIKA RAMLAKHAN
Identity Number 8106220186081
Married in community of property to each other

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

ERF 984 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL

IN EXTENT 1127 (ONE THOUSAND ONE HUNDRED AND TWENTY SEVEN) Square metres

FIRST TRANSFERRED by Deed of Transfer Number T5322/1947 with Diagram annexed thereto and held by Deed of Transfer Number T7616/1980

THIS PROPERTY IS TRANSFERRED :

- A. Subject to the conditions of the original Government Grant No. 1546 dated 27th August, 1847, in so far as these are now applicable.
- B. With the benefit of the use of the roads 12,19 metres wide over the Remainder of Lot 13 No. 1546 as shown on the enlarged plan annexed to the diagram of the said Remainder, and as created in Deed of Transfer No. 5322/1947 dated 1st July, 1947.
- C. Subject to all the special conditions applicable to this property, created in said Deed of Transfer No. 5322/1947, which appear therein in the following terms:

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 be 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 hereby 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 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 remainder 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 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 the 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 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 as created in said Deed of Transfer No. 5322/1947:

No building or erection shall be placed on the said land within 7,612 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 same and no such building 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.

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 the bona fide opinion of Durban North Estates Limited to depreciate the value of any adjoining property or would be in their bona fide opinion 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 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 provision 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 his 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 Durban North Estates Limited, first had and obtained.

Durban North Estates Limited reserves 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, sewerage, water, drainage 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 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 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 own behalf and on behalf of his 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 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 4th day of November 1946, 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
BRIAN LAWSON JACKSON, Married as aforesaid

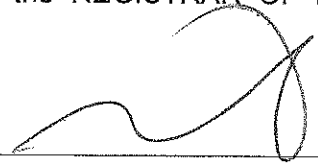
heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

SHAUN AMAR RAMLAKHAN and PRASHIKA RAMLAKHAN, 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 R2 199 000,00 (TWO MILLION ONE HUNDRED AND NINETY NINE THOUSAND RAND).

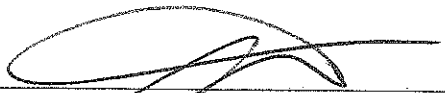
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Pietermaritzburg on 2015-05-21




q.q.

In my presence



REGISTRAR OF DEEDS

ANNEXED TO T 00014194 / 2015

VERBIND		MORTGAGED	
VIR			
FOR R 2 099 000,00			
B	010085 / 15	REGISTRATEUR/REGISTRAR	
	2015 -05- 2 1		

3



**Transfer Duty
Declaration**

TDREP

2

Reference Details

Transfer Duty Reference Number: TDE012EA40

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name	JACKSON	Full Name	BRIAN LAWSON
ID Number	4705185096088	Date of Birth (CCYYMMDD)	1947-05-18
Company / CC / Trust Reg No.		Marital Status	M.O.C OF PROPERTY
Marital Notes if applicable	mocp	Spouse Initials	

Details of Purchaser / Transferee

Full Name	SHAUN AMAR	Surname / Registered Name	RAMLAKHAN
Date of Birth (CCYYMMDD)	1978-04-10	ID Number	7804105075087
Company / CC / Trust Reg No.		Marital Notes if applicable	micp
Marital Status	M.I.C OF PROPERTY	Spouse Initials	P
Spouse ID Number	8106220186081	Spouse Passport Number	

Details of Purchaser / Transferee

Full Name	PRASHIKA	Surname / Registered Name	RAMLAKHAN
Date of Birth (CCYYMMDD)	1981-06-22	ID Number	8106220186081
Company / CC / Trust Reg No.		Marital Notes if applicable	micp
Marital Status	M.I.C OF PROPERTY	Spouse Initials	SA
Spouse ID Number	7804105075087	Spouse Passport Number	

Details of the Property

Date of Transaction/Acquisition (CCYYMMDD)	2015-02-07		
Total Fair Value	R 2199000.00	Total Consideration	R 2199000.00

Calculation of Duty and Penalty / Interest

Transfer Duty Payable on Natural Person	R 2199000.00
-----------------------------------------	--------------

Property Description

1 ERF 984 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL IN EXTENT 1127 (ONE THOUSAND ONE HUNDRED AND TWENTY SEVEN) Square metres

Receipt

Receipt Details

Transfer Duty Reference Number	TDE012EA40	Receipt No.	1200267769
Receipt Amount	R 92920.00		

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.

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

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

CORNEL ANTON VAN DE VENTER

Date (CCYYMMDD) 20150207

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



**CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000
(ACT No. 32 OF 2000) (AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT No. 32 OF 2000)**

31

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.

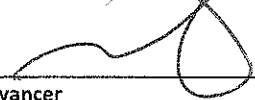
The following sums remain charges upon the property by virtue of section 118(3) of the local government: Municipal Systems Act, 2000 (Act 32 of 2000): Not applicable

DESCRIPTION OF PROPERTY

21 Digit Code	:	NOFU00860000098400000
Erven	:	984
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	:	MR BRIAN JACKSON 4705185096088
Name and Identity/ Registration Number of all purchaser/s:	:	MR SHAUN RAMLAKHAN 7804105075087 PRASHIKA RAMLAKHAN 8106220186081

This Certificate is valid until : 19/06/2015
 Given under my hand at DURBAN on 20/04/2015

Certificate By Conveyancer: CORNEL ANTON VAN DE VENTER (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 Ethekwini Municipality.



 Conveyancer

2015/05/13

 Date

**MUNICIPAL MANAGER
eTHEKWINI MUNICIPALITY**

Date issued: 20/04/2015

Authorised Officer: Suretha Soman