

Zeiler Jankey

Attorneys & Conveyancers

Tel: 031 564 1421 | 031 564 1242
Fax: 086 615 8615 | DOCEX 183 Durban
Physical Address: 2 Seaton Place, Durban North
Postal Address: P O Box 20488, Durban North, 4016
caroline@zeilerjankey.co.za | www.zeilerjankey.co.za

Our Ref: E Zeiler/Radha/02S057001

Your Ref:

Date: 9 January 2012

THE DIRECTORS
ONE VISION INVESTMENTS 24 (PTY) LTD
P O BOX 30806
MAYVILLE
DURBAN
4058

Dear Sirs

**TRANSFER : K P SCOTT-HAYWARD to ONE VISION INVESTMENTS 24(PTY) LTD
PROPERTY : REM OF ERF 1413 DURBAN NORTH**

We refer to the above matter and enclose herewith copy of Deed of Transfer No. T 39038/2011 for your records.

Yours faithfully

ZEILER JANKEY ATTORNEYS

radha@zeilerjankey.co.za

2C PROJECTS cc
11-01-2012
RECEIVED

Partners: Erryn Zeiler & Vaughn Jankey
Vat Registration No. 4280254774

COPY

DEED OF TRANSFER

NO. T 39038/11

with compliments

from

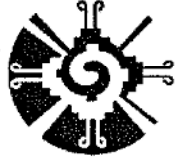
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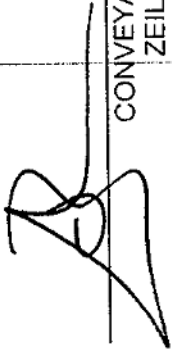


Zeiler Jankey

Attorneys & Conveyancers

Zeiler Jankey Attorneys & Conveyancers
2 Seaton Place
Durban North
4051

Prepared by me


CONVEYANCER
ZEILER EW

FEES	
Stamp duty	R650,00
Other	
G.M. Rems	

2011-12-06
DEED OF TRANSFER T 039038 / 2011

BE IT HEREBY MADE KNOWN THAT

COLIN VICTOR BOYES

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 30 SEPTEMBER 2011 granted to him by

KEVIN PATRICK SCOTT-HAYWARD

Identity Number 500413 5082 08 6

Married out of community of property

VI-ENDORSEMENTS KVK BLADSY
FOR ENDORSEMENTS SEE PAGE 7

And the appearer declared that his said principal had, on 15 August 2011, 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:

ONE VISION INVESTMENTS 24 (PROPRIETARY) LIMITED
Registration Number 2003/023003/07

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

REMAINDER OF ERF 1413 DURBAN NORTH
REGISTRATION DIVISION FU
PROVINCE OF KWAZULU-NATAL

IN EXTENT 966 (NINE HUNDRED AND SIXTY
SIX) SQUARE METRES

First transferred by Deed of Transfer Number T 3486/1930 with diagram annexed thereto and held by Deed of Transfer Number T 9755/1982.

THIS PROPERTY IS TRANSFERRED :

- A. Subject to the terms and conditions of Deed of Grant Number 1546/1847, as are now in force and applicable.
- B. With the benefit of the use of the roads 24,38 metres and 12, 19 metres wide shown on the diagram of the said Lot 359 over the Remainder of C of Lot 13 No. 1546, as created in said Deed of Transfer Number 3486/1930.
- C. Subject to the following special conditions created in said Deed of Transfer Number 3486/1930, viz :-

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 or any portion thereof all situated near the north bank of the River Umgeni, Victoria County, natal, namely :-

GhostConvey 13.4.3.14



1. Remainder of Portion B, Remainder of Portion 9, Portion Y, all of Lot No. 2 and the Remainder of the said 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, Subdivision K and Subdivision EE, all of Lot 12 and Subdivision H being the remaining portion of Lot 12.

And upon the 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 her 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" is 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.

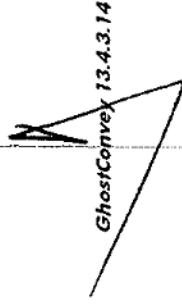
- D. Subject also to the following further special conditions as created in said Deed of Transfer Number 3486/1930, namely :-

No building 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.

No buildings or erections shall be placed on the land 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 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 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 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 of the provisions of this clause Durban North Estates, Limited may give her notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates, Limited and upon her 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.

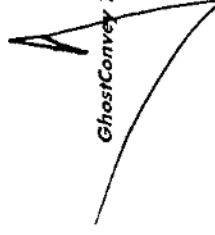
The Transferee shall not grant any servitude of right of way or any right of access over the said property hereby transferred or any portion thereof without the consent in writing of Durban North Estates, Limited first had and obtained.

Durban North Estates, Limited reserve 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 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, 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 her 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.

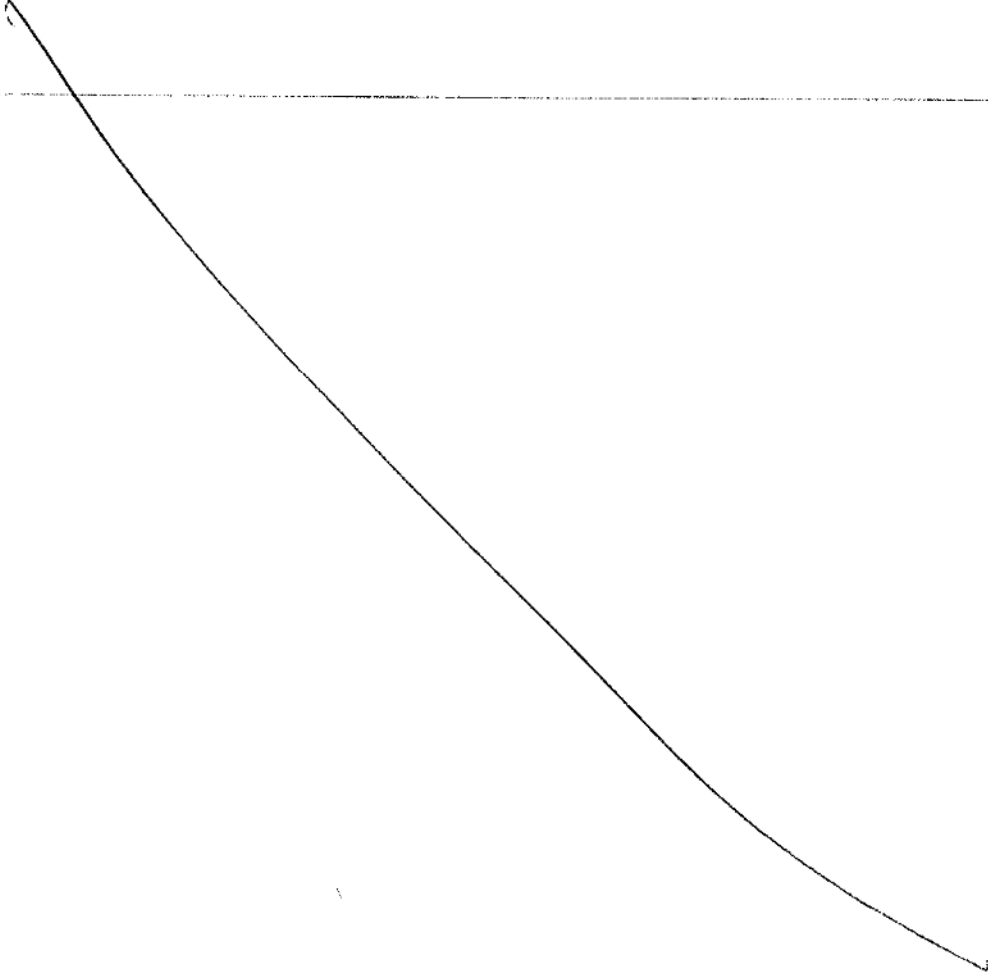
Durban North Estates, Limited shall be entitled to assign or delegate the rights conferred upon them by the foregoing including their powers of consent, approval or the like.

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


GhostConvey 13.4.3.14

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 or her own behalf of her 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 her successors in title or by the institution of proceedings against the Transferee or her successors in title in virtue of this clause. AND WHEREAS the Transferee has already recorded in her contract of purchase the following admission, it is a condition of this transfer that the Transferee and her successors in title shall on such acceptance by such other Owners as if she had directly contracted with them on the 19 September 1927, so that the said other Owners shall have the same rights in respect of any breach by the Transferee or her successors in title as Durban North Estates, Limited have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

E. With the benefit of a sewer and drain servitude 3 metres wide extending along the full length of the boundary lettered D.C. on diagram S G No. 2720.1975 over Sub A of 359 of C of Lot 13 No. 1546 as created in Deed of Transfer No. 518/1979.



Ghost Survey 13.A.3.14

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

KEVIN PATRICK SCOTT-HAYWARD, 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

ONE VISION INVESTMENTS 24 (PROPRIETARY) LIMITED

Registration Number 2003/023003/07

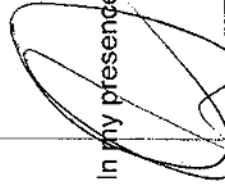
or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R1 350 000,00 (ONE MILLION THREE HUNDRED AND FIFTY THOUSAND RAND).

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 ~~2011-12-06~~

~~2011-12-06~~

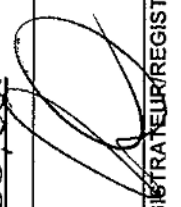
In my presence



REGISTRAR OF DEEDS



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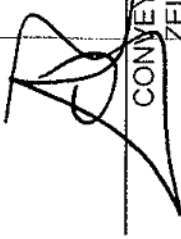
VERBIND	MORTGAGED
VIR FOR R 1 000 000,00	
B 026281 / 2011	
2011-12-06	REGISTRATEUR/REGISTRAR

③

G-5-

Zeiler Jankey Attorneys & Conveyancers
2 Seaton Place
Durban North
4051

Prepared by me


~~CONVEYANCER~~
ZEILER EW

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

KEVIN PATRICK SCOTT-HAYWARD

Identity Number 500413 5082 08 6

Married out of community of property

do hereby nominate and appoint ALLAN GORDON HARTLEY and/or BRUCE HUGH GEMMELL and/or COLIN VICTOR BOYES and/or SUSAN MARY STANFORD

with power of substitution to be my true and lawful Attorney and Agent in my name, place and stead to appear at the Office of the REGISTRAR OF DEEDS at Pietermaritzburg or any other competent official in the Republic of South Africa and then and there to act as my Attorney and Agent and to pass transfer to:

ONE VISION INVESTMENTS 24 (PROPRIETARY) LIMITED

Registration Number 2003/023003/07

the property described as:

**REMAINDER OF ERF 1413 DURBAN NORTH
REGISTRATION DIVISION FU
PROVINCE OF KWAZULU-NATAL**

IN EXTENT 966 (NINE HUNDRED AND SIXTY SIX) SQUARE METRES

HELD BY Deed of Transfer Number T9755/1982





RECEIPT

TRANSFER DUTY

TD2

Receipt or exemption certificate

Transfer Duty Act, 1949
 Our Reference : 1321301
 Receipt Number :
 SARSEFLNG 0015967180

Part 2

Details of seller(s) or transferor(s)

Full name: KEVIN PATRICK SLOTT - HAYWOOD
 Identity/Trust/CC/Company Number: 010501041135082086
 Income tax reference number: 000023411052
 If you are a VAT Vendor, state your VAT Registration Number: NO
 If you are not registered for Income Tax, state your annual income from all sources: R 1100

Marital Status: N/A
 Spouse name:
 Marital Notes:

Details of purchaser(s) / Transferee(s)

Full name: ONEVISION INVESTMENTS 24 PROPRIETARY LIMITED
 Identity/Trust/CC/Company Number: 020037023003707
 Income tax reference number: 000000000000
 If you are a VAT Vendor, state your VAT Registration Number: NO
 If you are not registered for Income Tax, state your annual income from all sources: R 110

Property Details (As per Deeds registry)

Description of Property (as per deeds registry): REMAINDER OF ERF 1413 DURBAN NORTH SECTION DIVISION FURTHER DIVISION OF KWAZULU NATAL IN EXTENT 968 (NINE HUNDRED AND SIXTY SIX) SQUARE METRES
 Nature of property: If improved indicate
 1104 NORTHWAY, BRIOADWAY
 DURBAN NORTH
 Postal Code: 4051

Details of purchase transaction

Acquisition Date: 15 AUG 2011
 Bought By: PRIVATE TREASURY
 Consideration: R 1350000.00
 Any other consideration payable: R 0.00
 Total Consideration: R 1350000.00
 Fair Value: R 0.00

Calculation of Duty and interest payable

Transfer duty payable on	R 1350000.00	being fair value	R 0.00
Natural person %	0.00 % on		R 0.00
	3.00 % on		R 400000.00
Non natural person %	5.00 % on		R 350000.00
	8.00 % on		R 0.00
Sub total			R 295000.00
Penalty / Interest			R 0.00
Total Paid			R 295000.00

Declaration by Conveyancer

W E R R Y N Z E I L E R

I hereby certify that this is a true copy of the transfer duty receipt / exemption certificate, drawn from the SARS web-site (e-filing only)

Signature



Date: ddmm/yyyy

21/11/2011



ETHEKWINI MUNICIPALITY

3

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 eThekweni Municipality in connection with the under mentioned 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):

RCA No: 236727
RCC No: 179838
Date: 2011/10/18
Valid Until: 2011/12/17

Registered Owner/Seller: KEVIN PATRICK SCOTT-HAYWARD

Purchaser: ONE VISION INVESTMENTS 24 (PROPRIETARY) LIMITED

Description of Property: REMAINDER OF ERF 1413 DURBAN NORTH; REGISTRATION DIVISION FU; PROVINCE OF KWAZULU-NATAL

Declaration By Convevancer:

Erwyn Zeiler acting on behalf of

ZEILER JANKEY ATTORNEYS

hereby certify that this is a true copy of the rates clearance certificate drawn from the Law Website

Krish Kumar

Deputy City Manager: Treasury

24/11/2011
Date:

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