

STOWELL'S
39

Prepared by me :
(Signature)
Conveyancer

NEERMALA RAMCHANDRA

FEES		
	AMOUNT	OFFICE FEE
ANY OTHER REGISTRATION		
TRANSFER OF PROPERTY	R2 050 000,00	R 1100,00
MONY PAID		
CAPITAL AMOUNT		
REASON FOR EXEMPTION	CATEGORY	EXEMPT IN TERMS OF SECTION ACT.

2013-10-16

T 032739/13

DEED OF TRANSFER

MORRIS BROTHERS
Attorneys
31 Lonsdale Drive
DURBAN NORTH

BE IT HEREBY MADE KNOWN:

THAT Adrian Walter Stowell
Conveyancer of Pietermaritzburg, appeared before me, Registrar of Deeds for the Province of Kwazulu-Natal, at Pietermaritzburg, he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

**The Executrix in the Estate of the late Joseph Cyril Mulraney
Number 3648 / 2011 (Dbn)**

which said Power of Attorney is dated the 24 August 2013 and signed at DURBAN.

FOR FURTHER ENDOSSEMENTS SEE
VIR VERDERE ENDOSSEMENTE SIEK.

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AND the said Appearer declared that his Principal the said

**Executrix of the Estate of the late Joseph Cyril Mulraney
Number 3648 / 2011 (Dbn)**

had on the 5 July 2013 truly and legally sold the hereinafter mentioned property by private treaty and that he, the said Appearer, in his capacity aforesaid, did by these presents cede and transfer to and on behalf of :

Kyle Holshausen

**Identity Number 840705 5036 08 0
Married Out of Community of Property**

his Heirs, Executors, Administrators or Assigns in full and free property the following property :

**Erf 2408 Durban North
Registration Division F U
Province of KwaZulu-Natal
In extent 1 012 (One thousand and twelve) square metres**

First transferred by Deed of Transfer No. T 10382/1947 with Diagram S.G. No 4737 / 46 annexed thereto and held by Deed of Transfer No. T 492 / 1976.

THIS PROPERTY IS TRANSFERRED:

1. Subject to such of the terms and conditions of the original Government Grant thereof No 1556 / 1847 as are still in force and applicable.
2. With the benefit of the use of the road 12,19 metres wide over the remainder of Lot 15 No 1556 as shown on the enlarged plan annexed to the diagram of the said Remainder as created in Deed of Transfer No T 10382 / 1947.
3. Subject to all the special conditions applicable to this property as created in said Deed of Transfer No T 10382 / 1947, namely :
 - 3.1. 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.
 - 3.2. 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.

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- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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 remainders 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 :
- 3.6.1. The remainder of the said Lot 2.
- 3.6.2. Subdivision 1 of Lot D, Subdivision A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G, and Subdivision I, all of Government Lot 12.
- 3.6.3. 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.
- 3.6.4. The Government Lot No 14.
- 3.6.5. Subdivision A and the remainder of Government Lot 15.
- 3.6.6. The Government Lot No 16.
- 3.6.7. Subdivision J of Lot 12.
- 3.7. 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 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.
- 3.8. 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.



4. Subject also to the following further special conditions created in said Deed of Transfer No T 10382 / 1947, namely :
- 4.1. 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.
 - 4.2. No buildings or erections shall be placed on the land hereby transferred until the 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.
 - 4.3. 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.
 - 4.4. All roofs must be of tiles unless Durban North Estates Limited in their discretion agree otherwise.
 - 4.5. 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 the 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.
 - 4.6. 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 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 Transferor , 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 to take steps to abate such nuisance and may recover the cost from any person served with such notice.
 - 4.7. 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.

- 4.8. 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 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 .
- 4.9. And 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.
- 4.10. 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.
- 4.11. 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.
- 4.12. In so far as any condition in this Transfer contained confers any rights upon owners of other property other 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 her own behalf and on 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 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 in such event be under the same liability to other Owners as if she had directly contracted with them as on the 7 December 1946 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.

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

Estate of the late Joseph Cyril Mulraney

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

Kyle Holshausen

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 of the property to be the sum of R 2 050 000,00 (Two million 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

2013-10-16



q.q. _____

Conveyancer

In my presence,

Registrar of Deeds




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VERBIND	MORTGAGED
VIR FOR R1 401 140,00	
B 021549 / 13	
2013-10-16	REGISTRATEUR/REGISTRAR 