

37

Anthony Whatmore & Company
Incorporated
45 Adelaide Tambo Drive (formerly
Kensington Drive)
Durban North, 4051
P O Box 20540, Durban North
(031) 563 7111

DOCUMENT NO CASTLEDEX
D0011850409

Prepared by me

CONVEYANCER
ANTHONY WHATMORE

VERBIND		MORTGAGED	
VP R 1450 000,00			
B 000019056 / 2016			
B 000018968 / 2016			
2016 -12- 2 1		REGISTRAR OF DEEDS	

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FEES	
Stamp Duty	R 1200,00
Reg.	
Serv.	
Q/M Bond	9

2016 -12- 2 1

T 000040364 / 2016

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

CATHERINE ANN SMITH

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 Bentleigh, Victoria, Australia on 10th November 2016 granted
to him by

GAVIN PETER CHRISTY
Identity Number 5709225163089
Married out of community of property

And the appearer declared that his said principal had, on 12 July 2016, 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:

1. **JAMES MALCOLM KIDD**
Identity Number 850909 5302 08 1
Married out of community of property
2. **MEGAN JANE KIDD**
Identity Number 850612 0044 08 4
Married out of community of property

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

ERF 2532 DURBAN NORTH;
REGISTRATION DIVISION F.U.;
PROVINCE OF KWAZULU NATAL

IN EXTENT 1282 (ONE THOUSAND TWO HUNDRED AND EIGHTY TWO)
Square metres

First Transferred by Deed of Transfer No. T3458/1947 with diagram S.G. No. 1940/1944 relating thereto and held by Deed of Transfer No. T30040/1991

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the conditions of the original Government Grant No. 1556 dated 27th August, 1847, insofar as these are now applicable.
- B. With the benefit of the use of the road 24,38 metres wide over the Remainder of Lot 15 No. 1556 as shown on the enlarged plan annexed to the diagram of the said remainder and created in said Deed of Transfer No. T3458/1947.
- C. Subject to the following special conditions created in said Deed of Transfer No. T3548/1947, viz:

That 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 and 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 Country, Natal, namely:-

1. 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 said Government Lot 13.
4. The Government Lot No. 14.
5. Subdivision A of the Remainder of the Government Lot 15.
6. The Government Lot No. 16.
7. Subdivision J, of Lot 12.

An upon breach of any of the foregoing conditions each and every owner from time to time of the aforementioned property or in any part thereof shall be entitled and it is hereby irrevocable 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 the land whose deeds of title contain conditions similar to the foregoing conditions.

D. Subject also to the following further special conditions created in the said Deed of Transfer No. T3458/1947, viz:

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 the 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 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 by Durban North Estates Limited, and no buildings or erection for the sanitary purposes shall be made on the property except in the manner and to the design approved by Durban Estates Limited.

All roofs must be of tiles unless Durban North Estates Limited in their discretion agrees 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 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 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 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 of Durban North Estates Limited first had and obtained.

Durban North Estates Limited reserves 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 and over the said land for the purpose of conveyancing 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 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 Estate 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 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 other Owners and such other Owners shall be entitled to the benefit thereof and their acceptance thereof shall be sufficient evidence either by notice thereof to the transferee or his successors in title or by the institution or 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 21st July, 1945, so that the said 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 rights and title which the said

GAVIN PETER CHRISTY, 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

1. **JAMES MALCOLM KIDD, Married as aforesaid**
2. **MEGAN JANE KIDD, 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 850 000,00 (TWO MILLION EIGHT 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 2016 -12- 2 1



q. q.

In my presence



REGISTRAR OF DEEDS

