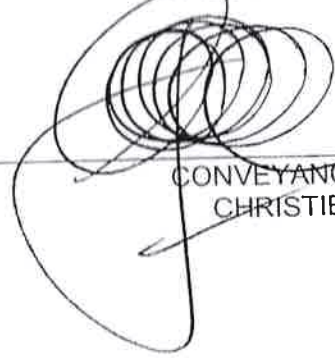


Stamp Duty.....  
 Reg. R550-00  
 Serv.....  
 G/M Bond.....

Prepared by me



CONVEYANCER  
CHRISTIE JO

**VERBIND MORTGAGED**

VIR FOR R 900 000-00

**B** 000003010 / 2011  
2011-02-15

*D. Dood*  
REGISTRATEUR/REGISTRAR

2011-02-15

**T** 000004664 / 2011

### 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 DURBAN on 8<sup>th</sup> November 2010 granted to him by

**DEAN ALAIN ACHMAD**

Identity Number 720205 5059 08 8

and

**LUCELLE CLAUDETTE ACHMAD**

Identity Number 710919 0012 08 0

Married in community of property to each other

FOR FURTHER REQUIREMENTS SEE  
 VIR VERBODEN TOEGESIGTEDE DEED

*Page 7*

And the appearer declared that his said principal had, on 17 October 2010, 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:

**SIPHELO EUGENE NDLELA**  
**Identity Number 781002 5450 08 6**  
**and**  
**NALEDI NDLELA**  
**Identity Number 800319 0536 08 2**  
**Married in community of property to each other**

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

ERF 394 COEDMORE  
REGISTRATION DIVISION FT,  
PROVINCE OF KWAZULU-NATAL

IN EXTENT 1030 (ONE THOUSAND AND THIRTY) SQUARE METRES

FIRST TRANSFERRED BY DEED OF TRANSFER 7898/1964 WITH THE  
DIAGRAM ANNEXED THERETO AND HELD BY DEED OF TRANSFER NO.  
T. 62317/2001.

**THIS PROPERTY IS TRANSFERRED :**

- A. Subject to the conditions of the original Government Grant No. 823 in so far as same are now applicable.
- B. Subject to the following special conditions imposed by the Administrator in terms of Ordinance No. 10 of 1934, as created in said Deed of Transfer No. 7898/1964, namely :
- (a) No buiding whatsoever unless permitted under exceptional circumstances, shall be erected on the lot within a distance of 7,62 metres from any boundary abutting on a street, nor within a distance of 3,05 metres from any other boundary.

This condition is constituted in favour of the administrator until such time as a local authority is established and thereafter in favour of such local authority.

On consolidation of any two or more lots this condition shall apply to the consolidated area as a whole.

- (b) No building or buildings of a total value of less than Three Thousand Five Hundred Rand (R3500.00) shall be erected on the lot.

This condition is constituted in favour of the Administrator until such time as a local authority is established and thereafter in favour of such local authority, provided that such condition may be varied by the Administrator or the local authority, as the case may be, on such terms as may be deemed desireable.

- (c) The owner of the lot shall, without compensation, be obliged to permit the erections, laying and maintenance of electric wires and/or water supply piping over or under the lot along any boundary thereof other than a road frontage and within a distance of 1,83 metres from such

boundary, as well as reasonable access thereto for the purpose of maintenance, removal or extension.

This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.

The rights conferred by this condition shall be exercisable by any local authority or other body or person legally authorised to supply electric current or water for the benefit of the inhabitants of the township.

If the owner of the land be aggrieved by the unreasonable exercise of these rights he shall have the right of appeal to the Administrator, whose decision shall be final.

- (d) The owner of the lot shall, without compensation, be obliged to permit the construction and maintenance of sewers and drains over or under the lot along any boundary thereof other than a road frontage and within a distance of 1,83 metres from such boundary, as well as reasonable access thereto for the purpose of maintenance, removal or extension, and the owners of the lot shall, without compensation, be obliged to allow the sewerage and drainage of any other lot or street to be conveyed along such sewers and drains, provided that if the owner of the lot be aggrieved by the unreasonable exercise of these rights, he shall have the right of appeal to the Administrator whose decision shall be final.

This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.

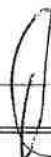
- (e) The owner of the lot shall, without compensation, be obliged to permit such deposit of material or excavation on the lot as may, in connection with the formation of any street in the township and owing to differences in level between the lot and the street, be deemed necessary in order to provide a safe and proper slope to the cut and fill commencing from the boundary of the lot, unless he shall elect, as his own cost to build a retaining wall.

This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.

- (f) No hoarding and no building or erection on the lot hereby transferred shall be used for the purpose of advertising or displaying any advertisement, save such temporary notice of advertisement regarding the sale or disposal of the lot.

This condition is constituted in favour of the township owner until such time as a local authority is established and thereafter in favour of such local authority to the exclusion of the township owner.

- C. Subject to the following further conditions as created in the said Deed of Transfer T. 12057/1967, namely :



- (a) 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.
- (b) The dwelling house erected on this property shall be used solely for the purpose of a private dwelling and shall not be used in whole or in part for the purpose of carrying on any business, trade, industry, vocation or calling.

The foregoing conditions shall operate as servitudes in favour of

- (i) The Remainder of the Farm Yellow Wood No. 14194, situate in the Yellow Wood Park Health Committee Area, County of Durban, Province of Natal, as created in the said Deed of Transfer No. 7898/1964.
- (ii) Transferred subdivisions of Coedmore Township, as created in the relevant subdivisional transfers.

Upon breach of any of the foregoing conditions, each and every owner from time to time of any portion of the said Farm Yellow Wood No. 14194 shall be entitled and is 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 foregoing special conditions and servitudes. The word "owner" above shall be deemed to include each and every registered owner of and whose Deed of Title contain conditions similar to the foregoing conditions.

D. With the benefit of the right to enforce the conditions set out in conditions C (a) and (b) above against:

- (i) The said Remainder of the Farm Yellow Wood No. 14194, situate in the Yellow Wood Park Health Committee Area, County of Durban, Province of Natal, except such portions thereof as may be sold for other than residential purposes as created in said Deed of Transfer No. 7898/1964.
- (ii) Transferred subdivisions of Coedmore as created in the relevant subdivisional transfers.

E. Subject also to the following further conditions which shall be in favour of and enforceable by KENNETH LYNE STAINBANK as created in said Deed of Transfer No. 7898/1964, namely :

- (a) No buildings or erections shall be placed on the land hereby transferred until the plans and location of the same have been submitted to and approved by the said Kenneth Lyne Stainbank who shall bona fide consider the same and no such building or erections shall be made in conflict with any such plans; the said Kenneth Lyne Stainbank may require the transferee or his successors in title to observe a standard of design and construction not inferior to those prescribed under the Building By-Laws of the City of Durban.
- (b) In particular adequate 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 the said Kenneth Lyne Stainbank, and no

(ii)



buildings or erection for sanitary purposes shall be made on the property except in the manner and to the design approved by the said Kenneth Lyne Stainbank.

- (c) All roofs must be of tiles, slate or wood shingles, unless the said Kenneth Lyne Stainbank in his discretion agrees otherwise.
- (d) The Transferee shall at all times keep the property free of undergrowth, shrubs, bush and rank grass. The said Kenneth Lyne Stainbank shall have the right to require the transferee to clear the property and should the transferee fail to do so within a reasonable time, the said Kenneth Lyne Stainbank shall have the right to enter upon the property at any time prior to the erection of buildings thereon and to clear any vegetation as aforesaid and to charge the cost thereof to the transferee.
- (e) No building or erection placed on the land hereby transferred shall be used as a habitation until the structure shown on the plan as the main dwelling house has been completed, provided that nothing herein contained shall prevent the use of outbuildings for the temporary housing of bona fide domestic servants of the owner or occupier.
- (f) 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 the said Kenneth Lyne Stainbank 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, the said Kenneth Lyne Stainbank may give him notice in writing to make good such breach within a time specified in such notice as fixed by the said Kenneth Lyne Stainbank and upon his or their failure so to do the said Kenneth Lyne Stainbank may but shall not be bound to enter upon the property hereby transferred and take steps to abate such nuisance and may recover the costs from any person served with such notice.
- (g) 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 the said Kenneth Lyne Stainbank first had and obtained.
- (h) Upon a breach of any of the obligations contained in the foregoing sections of this clause on the part of the transferee to be observed, the said Kenneth Lyne Stainbank shall be entitled and is 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.
- (i) The said Kenneth Lyne Stainbank shall be entitled to assign or delegate the rights conferred upon him by the foregoing sections of this clause, including his powers of consent, approval and the like.

- (j) The said Kenneth Lyne Stainbank shall have the right to enter upon the property at all reasonable times and to prune, cut down or remove any trees which existed on the property on the 1<sup>st</sup> day of January 1958, if in the opinio of the said Kenneth Lyne Stainbank it obstructs the view from any other lot in the township whether owned by the said Kenneth Lyne Stainbank or by any third party.

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

**DEAN ALAIN ACHMAD**  
and  
**LUCELLE CLAUDETTE ACHMAD**

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

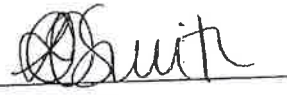
**SIPHELO EUGENE NDLELA**  
and  
**NALEDI NDLELA**

their Heirs, Executors, Trustees 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 R1 000 000,00 (ONE MILLION RAND).

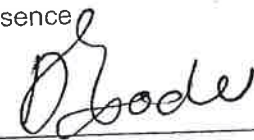
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Pietermaritzburg on

2011-02-15

  
q.q.

In my presence

  
REGISTRAR OF DEEDS

