

39

Prepared by me

Araujo Attorneys Inc
The Business Centre
2 Ncondo Place
Ridgeside Office Park
Umhlanga Ridge
Tel: +27318197834

FEES	
Stamp Duty.....	R 900 - 00
Reg.....	
Waiver.....	
O/M Bond.....	

[Signature]
CONVEYANCER
SHANNON KIRSTEN STOWELL
(LPCM NUMBER 73920)

VERBIND	MORTGAGED
VIR	
FOR R	4 440 000 - 00
B 15228 22	<i>[Signature]</i>
2022-08-30	REGISTRATEUR / REGISTRAR

3

2022-08-30

T 30239 22

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

ZAHRA PARUK
LPCM 76395

appeared before me, the Registrar of Deeds at Pietermaritzburg, the said appearer, being duly authorised thereto by a power of attorney granted to him by

1. MARK BARRY MOIR
Identity Number 760430 5010 08 6
Married out of Community of Property
2. LEIGH MOIR
Identity Number 770719 0046 08 9
Married out of Community of Property

signed at Durban on 12 July 2022

[Handwritten mark]

And the appearer declared that:

Whereas the Transferors had truly and legally sold the undermentioned property on 15 June 2022 by Private Treaty

Now therefore the Appearer on behalf of the Transferors, did by these presents, cede and transfer to and on behalf of

1. IRVIN GAVIN DRAAI
Identity Number 901005 5013 08 0
Married out of Community of Property
2. SHANELLE ALLISON DRAAI
Identity Number 871003 0018 08 5
Married out of Community of Property

their heirs, executors, administrators or assigns, in full and free property

ERF 2780 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL

IN EXTENT 1656 (ONE THOUSAND SIX HUNDRED AND FIFTY SIX) SQUARE METRES

FIRST TRANSFERRED BY DEED OF TRANSFER T3398/1946 WITH DIAGRAM ANNEXED THERETO AND HELD BY DEED OF TRANSFER T15954/2012

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the conditions of the original Government Grant No. 1556 in so far as these are now applicable.
- B. With the benefit of the use of the roads 15,24 metres and 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 said Deed of Transfer No. 3398/1946.
- C. Subject to the following special conditions created in said Deed of Transfer No. 3398/1946, namely:-
 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.
 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.
 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.
 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.

§

5. The Transferee shall not use or suffer to be used the property hereby transferred or any portion thereof any building or erections thereon for the purpose of advertising or displaying any advertisement.
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:-
 - a) The Remainder of Lot 2.
 - b) Subdivision 1 of Lot D, Subdivision A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G and Subdivision I, all the Government Lot 12
 - c) 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.
 - d) The Government Lot 14.
 - e) Subdivision A and the Remainder of the Government Lot 15.
 - f) The Government Lot No. 16
 - g) Subdivision J, of Lot 12

And upon a breach of any of the aforesaid 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. 3398/1946 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 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.

6

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 the 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 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 the 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 private nuisance or a source of damage, disturbance or annoyance to the owners, tenants or occupiers of land and buildings in the neighbourhood or 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 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 of Durban North Estate Limited, first had and obtained.

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 and over the said land for the purpose of conveying electric current, water and 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 his successors in title to apply for and obtain an interdict restraining any person or person from committing or continuing to commit a breach of the aforesaid conditions.

Durban North Estates Limited shall be entitled to assign, or delegate the rights conferred upon them by the foregoing sections of the Clause 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 of 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 her own behalf and on behalf of her successors in title, for the benefit of such Owners and 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 institution of proceedings against the Transferee or his 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 it had directly contracted with them as on the 4th April 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.

FOR INFORMATION

8

WHEREFORE the appearer, renouncing all the right and title the said

1. MARK BARRY MOIR, Married as aforesaid
2. LEIGH MOIR, Married as aforesaid

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

1. IRVIN GAVIN DRAAI, Married as aforesaid
2. SHANELLE ALLISON DRAAI, Married as aforesaid

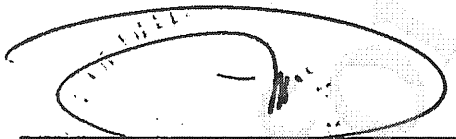
their heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local customs; the State, however, reserving its rights, and finally acknowledging that the purchase price is the amount of R3 900 000,00 (Three Million Nine Hundred Thousand Rand).

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 ~~2022-08-30~~

Signature of appearer *q. q.*

In my presence



Registrar of Deeds