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R 950-00
4051

TATE, NOLAN & KNIGHT INC.
 ATTORNEYS, NOTARIES & CONVEYANCERS
 15 ENNISDALE DRIVE
 DURBAN NORTH
 4051

Prepared by me

[Handwritten Signature]
 CONVEYANCER
 SPEIRS C I



2012-07-16
 T: 020893/2012

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

CHRISTINE ISABEL SPEIRS

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 North on 29th June 2012 granted to her by

1. **DEREK GRANT SUTTIE**
 Identity Number 6707135017089
 Unmarried

2. **CYNTHIA ADELINE SUTTIE**
 Identity Number 4101250020080
 Unmarried

And the appearer declared that her said principal had, on 19 May 2012, truly and legally sold by Private Treaty, and that she, the said Appearer, in her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

1. **GARY DANIELL**
Identity Number 7312115089080
Married out of community of property
2. **ALISON ELIZABETH DANIELL**
Identity Number 8008130004083
Married out of community of property

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

ERF 1383 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE
OF KWAZULU-NATAL

IN EXTENT 1153 (ONE THOUSAND ONE HUNDRED AND FIFTY THREE)
SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer Number T2226/1931 with
Diagram Sub Vol 829 Fol 89 relating thereto and held by Deed of Transfer
Number T54031/2006

THIS PROPERTY IS TRANSFERRED:

- A. Subject to all the terms and conditions of the original Government Grant No.1546 as may now be applicable.
- B. With the benefit of the use of the road 12,19 metres wide shown on the diagram of the said Lot 319A over the Remainder of Lot 13 No. 1546, as created in said Deed of Transfer No. 2226/.1931.
- C. SUBJECT to the following special conditions created in said Deed of Transfer No. 2226/1931, namely:

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 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 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, namely:

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 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. 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 marked EE, all of Lot 12 and Subdivision H being the remaining portion of Lot 12.

And upon a breach of any of the foregoing conditions each and every owner from time to time of the foregoing property or any part thereof shall be entitled and is hereby irrevocably authorised and empowered by the said Transferee and its 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" mentioned in the preceding clause shall be deemed to include each and every registered owner of land whose Deed of Transfer contain conditions similar to the foregoing conditions.

- D. The said property is subject also to the following further special conditions as created in said Deed of Transfer No. 2226/1931, 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 the Transferors first had and obtained.

No buildings or erections shall be placed on the land hereby transferred until plans of the same have been submitted to and approved by the Transferors 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 convenience 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 Transferors and no building or erection for sanitary purpose shall be made on the property except in the manner and to the design approved by the Transferors.



All roofs must be of tile unless the Transferors 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 a nature as would be likely in the bona fide opinion of the Transferors 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 the Transferors is noisome, injurious or objectionable or a public 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 Transferors may give him notice in writing to make good such breach within a time specified in such notice as fixed by the Transferors and upon his or their failure so to do the Transferor 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 the transferors first had and obtained.

The Transferors 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, drainage, sewerage and the like and the Transferee agrees not to obstruct or interfere with, or allow any standards, cables, lines, pipes and the like, and agrees that the Transferors 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, the Transferors 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.

The Transferors shall be entitled to assign or delegate the rights conferred upon them by the foregoing sections of this 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 the Transferors and the Transferee on his 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 its successors in title or by the institution of proceedings against the Transferee or his successors in title by 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 Owners in such event be under the same liability to other Owners as if he had directly contracted with them as on the 19th November 1926, so that the said other Owners shall have the same rights in respect of any breach by the Transferee or his successors in title as the Transferors have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

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

1. **DEREK GRANT SUTTIE, Unmarried**
2. **CYNTHIA ADELINE SUTTIE, Unmarried**

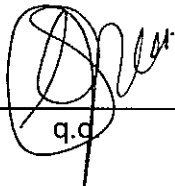
heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

1. **GARY DANIELL, Married as aforesaid**
2. **ALISON ELIZABETH DANIELL, 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 200 000,00 (TWO MILLION TWO 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 2012-07-16


_____ q.d.

In my presence




REGISTRAR OF DEEDS

ANNEXED TO T

020893 / 2012

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VERBIND	MORTGAGED
VIR FOR R 2 300 000,00	
B 011895 / 2012	
2012 -07- 16	REGISTRATEUR/REGISTRAR

(3)

(2)
R



RECEIPT

TRANSFER DUTY

TD2

Receipt or exemption certificate

Transfer Duty Act, 1949

Part 2

Our Reference : 2039665

Receipt Number : EF 0019390014

Details of seller(s) or transferor(s)

Full name: **DEREK GRANT SUTTIE**

Identity/Trust/CC/Company Number: **006707135017089** Income tax reference number: **000001939102206**

If you are a VAT Vendor, state your VAT Registration Number: **NO** **0000000000** If you are not registered for Income Tax, state your annual income from all sources: **R** **0.00**

Marital Status: **N/A**

Spouse name:

Marital Notes:

F o r f u r t h e r T r a n s f e r o r s . s e e A D D E N D U M (A)

Details of purchaser(s) / Transferee(s)

Full name: **GARY DANIELL**

Identity/Trust/CC/Company Number: **007312115089080** Income tax reference number: **000000000000000**

If you are a VAT Vendor, state your VAT Registration Number: **NO** **0000000000** If you are not registered for Income Tax, state your annual income from all sources: **R** **0.00**

Marital Status: **OUT OF COMMUNITY**

Spouse name:

Marital Notes:

F o r f u r t h e r T r a n s f e r e e s . s e e A D D E N D U M (B)

Property Details (As per Deeds registry)

Description of Property (as per deeds registry): **ERF 1383 DURBAN NORTH. REGISTRATION DIVISION FU. PROVINCE OF KWAZULU-NATAL; IN EXTENT 1153 (ONE THOUSAND ONE HUNDRED AND FIFTY THREE) SQUARE METRES**

Nature of property: If improved indicate:

39 CHELSEA DRIVE

DURBAN NORTH

Postal Code: **4051**

Details of purchase transaction

Aquisition Date: **19 MAY 2012** Bought By: **PRIVATE TREATY**

Consideration: **R 2200000.00** Any other consideration payable: **R 0.00**

Total Consideration: **R 2200000.00** Fair Value: **R 0.00**

Calculation of Duty and interest payable

Transfer duty payable on	R 2200000.00	being fair value	NO
Natural person %	0.00 % on R 600000.00 = R 0.00		
	1000 %	3.00 % on R 400000.00 = R 12000.00	
Non natural person %	5.00 % on R 500000.00 = R 25000.00		
	000 %	8.00 % on R 700000.00 = R 56000.00	
Sub total	R 93000.00		
Penalty / Interest	R 0.00		
Total Paid	R 93000.00		

Declaration by Conveyancer

~~KAREEN VAN KONINGSBRUGGEN~~ **CHRISTINE ISABEL SPEIRS**

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I/
We

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

[Handwritten Signature]

Date:

ddmmyyy

03/07/2012

Addendum (A) - Details of seller(s) or transferor(s)

Full name: C Y N T H I A A D E L I N E S U T T I E

Identity/Trust/CC/Company Number: 004101250020080 Income tax reference number: 0000000000000000

If you are a VAT Vendor, state your VAT: NO 000000000000 If you are not registered for Income Tax, state your annual income from all sources: R 0.00

Registration Number

Marital Status: N / A

Spouse name

Marital Notes

Addendum (B) - Details of purchaser(s) / Transferee(s)

Full name: A L I S O N E L I Z A B E T H D A N I E L L

Identity/Trust/CC/Company Number: 008008130004083 Income tax reference number: 0000000000000000

If you are a VAT Vendor, state your VAT: NO 000000000000 If you are not registered for Income Tax, state your annual income from all sources: R 0.00

Registration Number

Marital Status: O U T O F C O M M U N I T Y

Spouse name

Marital Notes





ETHEKWINI MUNICIPALITY

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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: 258906

RCC No: 197411

Date: 2012/06/16

Valid Until: 2012/08/15

Registered Owner/Seller: CYNTHIA ADELINE SUTTIE
DEREK GRANT SUTTIE

Purchaser: GARY DANIELL
ALISON ELIZABETH DANIELL

Description of Property: ERF 1383 DURBAN NORTH, REGISTRATION DIVISION FU, PROVINCE OF KWAZULU-NATAL

Declaration By Conveyancer:

I CHRISTINE ISABEL SPEIRS acting on behalf of

Tate Nolan & Knight Incorporated

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

Krish Kumar

Deputy City Manager: Treasury

Signature:

Date: 03/07/2012

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