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

Prepared by me

[Signature]
CONVEYANCER
WHATMORE A

FREE
Stamp Duty
Reg. <u>R500.00</u>
Serv.
G/M Bond

VERBIND MORTGAGED	
VIR FOR R / <u>500 000.00</u>	
B	079564 / 06
2006-12-21	REGISTRAR OF DEEDS

2006-12-21

T	065654 / 06
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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

COLIN VICTOR BOYES

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 29 September 2006 granted to him by

NICOLETTE WARD
Identity Number 750922 0005 08 9
Married out of community of property

And the appearer declared that his said principal had, on 24 August 2006, 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:

**The Trustees for the time being of SURANDAR SINGH FAMILY TRUST
No. IT1645/1994**

its Successors in Office or assigns, in full and free property

PORTION 2 OF ERF 2753 DURBAN NORTH, REGISTRATION DIVISION
FU, PROVINCE OF KWAZULU-NATAL;

IN EXTENT 1580 (ONE THOUSAND FIVE HUNDRED AND EIGHTY)
SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer No. T 4095/1940 with Diagram
SG No. 3638/1939 relating thereto and held by Deed of Transfer No.
T20588/2004

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the conditions of the original Government Grant No. 1556 in so far as the same may now be applicable.
- B. With the benefit of the use of roads shown on the diagram of the said Lot 1 of Lot 15, in so far as such roads are situated on the said Lot 15.
- C. Subject to all the special conditions applicable to this property, insofar as the same have not lapsed by virtue of the provisions of Section 28 of Act No 101 of 1969, as created in Deed of Transfer No. T4925/1926 which appear in the following terms:

The property hereby transferred shall be subdivided in consultation with the transferors but always provided that no subdivision shall take place so as to make any one lot less than one third of an acre in extent and there shall not be erected on any one lot 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 of 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 situated near the North Bank of the River Umgeni, Victoria County Natal, namely:

1. Remainder of Portion B, Remainder of Portion 9, Portion Y all of Lot No. 2 and the Remainder of said 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 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. The 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 2 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 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 conditions and servitudes.

Any reference in the foregoing to the "transferees" shall be deemed to include their heirs, executors, administrators or 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 the Transferor and the Transferee on his behalf and on behalf of his 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 Transferees or his successors in title or by the institution of 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 their successor in title shall on such acceptance by such other Owners as if he had directly contained with them as on the 15th day of July 1926, so that the said other owners shall have the same rights in respect of any breaches 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.

D. Subject to the following special conditions as created in said Deed of Transfer No. 4925/1926, except insofar as they lapse by virtue of the provisions of Section 28 of Act 101/1969, namely

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 the Transferors first had and obtained.
2. 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.
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 the Transferors 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 Transferors.
4. If iron is used upon the roof or other exposed party of any building or erection on the said property, it shall be at all times kept and duly properly painted in one of the customary roof colours.
5. 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 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.
6. The Transferees or any tenancy 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 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 Transferors may give them 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 Transferors 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.
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 the Transferors first had and obtained.

8. The Transferors reserve in perpetuity the right without being required to pay compensation therefore 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 to enter upon the said property at all reasonable times for the purpose of enforcing the rights in this clause reserved.

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 the aforesaid conditions.

The Transferors shall be entitled to assign or delegate the rights conferred upon them by the foregoing 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 or assigns or successors in ownership to the said property.

In so far as any conditions 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 Transferors and the Transferees on his own behalf and on behalf of his 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 his successors in title or by the institution of proceedings against the Transferee or his successors in title in virtue of this clause.

And whereas the Transferees 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 be such other Owners in such event by under the same liability to other owners as if he had directly contracted with them as on the 15th day of July 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 Transferors have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

- E. Any subject also to the following special condition created in said Deed of Transfer No. 4925/1926, namely –

The Transferors will consent to a servitude of road not exceeding 6,10 metres in width being laid off along the Western boundary of the said Lot 1 of Lot 15 hereby transferred to and for the exclusive use of the owners of the said property hereby transferred or any portion thereof and their successors in title, which road shall connect with the road along the Western boundary of Lot 1 of said Lot 14. Provided always that the conditions of the said consent are that the Western boundary of the said Lot 1 of Lot 15 hereby transferred shall be kept fenced; that the road shall not be opened to the public and shall be kept clearly marked at both ends "No thoroughfare".

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

NICOLETTE WARD, Married as aforesaid

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

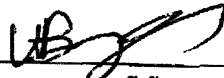
**The Trustees for the time being of SURANDAR SINGH FAMILY TRUST
No. IT1645/1994**

its Successors in Office 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 to be the sum of R1 500 000,00 (ONE MILLION FIVE 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

2006-12-21



q.q.

In my presence



REGISTRAR OF DEEDS