

Prepared by me,

Conveyancer,
BROOME W J

FEES	
Stamp duty	
Reg	R650,00
Surv	
G/M Bond	

3

VERBIND		MORTGAGED	
VIR FOR R 2 500 000,00			
B	018110/08		
2008-05-12		REGISTRAR	

2008-05-12

T	021030/08
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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN :

THAT ~~MR. JON STEWART HARRISON~~

appeared before me, Registrar of Deeds at PIETERMARITZBURG the said Appearer being duly authorised thereto by a Power of Attorney signed at CAPE TOWN on 1ST APRIL 2008 and granted by:

PATRICK BLAIR DUFFY
Identity Number 710730 5134 08 8
Married out of community of property

AND the Appearer declared that his/her said Principal had truly and legally sold the undermentioned property on 22 February 2008 and that, the said Appearer in his/her capacity aforesaid, did by these presents, cede and transfer, to and on behalf of:

LIVINGSTON LEANDY INC.
ATTORNEYS
LA LUCIA

VIR ENDOSSEMENTE KYK BLADSY
FOR ENDOSSEMENTS SEE PAGE 6

LEGALPERFECT Version 10.0.16
TRFDOTN_ALL.DOC - 23-01-2008

MAGEBA PROJECTS CC
 Registration No. 2002/086425/23

its successors in title or assigns in full and free property

ERF 2020 DURBAN NORTH
 REGISTRATION DIVISION F.U.
 PROVINCE OF KWAZULU-NATAL

In Extent 1 012 (ONE THOUSAND AND TWELVE) square metres;

First transferred by Deed of Transfer No. T4329/1945 with Diagram S.G. No. 2163/44 relating thereto and held by Deed of Transfer No. T43066/2003

THIS PROPERTY IS TRANSFERRED:

- (a) SUBJECT to the conditions of the original Deed of Grant No. 1547/1847, in so far as same are now applicable.
- (b) WITH the benefit of the use of the road 12,19 metres wide over the Remainder of Lot 14 of No. 1547, as shown on the enlarged plan annexed to the diagram of the said remainder, as created in Deed of Transfer No. 4329/1945.
- (c) SUBJECT to all the special conditions applicable to this property, created in said Deed of Transfer No. 4329/1945, which appear therein in the following terms:

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 purposes 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 of any portion thereof or any buildings or erections thereon for the purposes 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 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 :

1. Portion Y of Lot 2 and the Remainder of the said Lot.
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 the said Government Lot 13.
4. The Government Lot No. 14.
5. Subdivision A and Remainder of the Government Lot 15.
6. The Government Lot No. 16.
7. Subdivision J 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 its successors in title to apply for and obtain an interdict restraining and 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 contains conditions similar to the foregoing conditions.

- (d) Subject also to the following further special conditions as created in said Deed of Transfer No. 4329/1945, which appear therein in the following terms :

No buildings or erections shall be placed on the said land within seven comma six two (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 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 convenience shall in each case be erected or provided for on the property if any building or erection intended for human habitation or use 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 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 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 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 the bona fide opinion of Durban North Estates Limited is noisome, injurious or objectionable or a public or private nuisance of 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 within a time specified in notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates Limited and upon their failure to do so 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 recover the cost from any person served with such notice.

Durban North Estates Limited reserve in perpetuity the right without being required to pay compensation therefore, by themselves or others to lay, erect and 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 obstruction or interference with any such standards, cables, lines, pipes and the like and agree 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 in 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 including their power of consent, approval and the like.

Any reference in this deed transfer to the "Transferee" shall be deemed to include heirs, 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 its own behalf and on behalf of its successors in title, for the benefit of such other owners, and such owners shall be entitled to the benefit thereof and their acceptance thereof shall be sufficiently evidenced either by notice thereof to the transferees or its 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 have already recorded in their contract of purchase and the following admission, it is a condition of this transfer that the Transferees and their successors in title shall no such acceptance by other Owners in such event be under the same liability to other Owners as if he had directly contracted with them as on the 28th day of April 1945, so that the said other Owners shall have the same rights in respect of any breach by the Transferee or their 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 Appearer, renouncing all the right and title which the said:

PATRICK BLAIR DUFFY
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:

MAGEBA PROJECTS CC

its successors in title 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 **R3,000,000.00 (THREE MILLION RAND)**.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer, q.q. 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 2008-05-12

q.q. 

In my presence,



REGISTRAR OF DEEDS

1-6
1

Prepared by me,

Conveyancer,
BROOME W J

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned,

PATRICK BLAIR DUFFY

Identity Number 710730 5134 08 8

Married out of community of property

(the Transferor) hereby nominate, constitute and appoint:

DUNCAN STEWART MADONIS RE BRIDGE HOUSE JULIA GRANTLOW

with power of substitution to be the true and lawful Attorney/s and Agent/s of the Transferor in the name, place and stead of the Transferor to appear before the Registrar of Deeds at PIETERMARITZBURG and then and there to declare that the Transferor did on 22 February 2008, truly and lawfully sell to:

MAGEBA PROJECTS CC

Registration No. 2002/086425/23

for the sum of **R3,000,000.00 (THREE MILLION RAND):**

ERF 2020 DURBAN NORTH
REGISTRATION DIVISION F.U.
PROVINCE OF KWAZULU-NATAL

In Extent 1 012 (ONE THOUSAND AND TWELVE) square metres;

HELD BY Deed of Transfer T43066/2003

AB  N.R.

and further cede and transfer the said property in full and free property to the said Purchaser to renounce all the right, title and interest which the Transferor heretofore had in and to the said property, to promise to free and warrant the said property and also to clear the same from all encumbrances and hypothecations according to law, to draw, sign and pass the necessary acts and deeds, or other instruments and documents; and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

SIGNED at CAPE TOWN on 1st April 2008

AS WITNESSES:

1. 

2. 



PATRICK BLAIR DUFFY



1 (2) [Signature]

TRANSFER DUTY

TD2

Receipt or exemption certificate

Transfer Duty Act, 1949

Part 2

Details of seller/transferor

Full name of seller/transferor (1) **PATRICK BLAIR DUFFY**

Identity/Trust/CC/Company number **7107305134088**

Details of purchaser/transferee

Full name of purchaser/transferee (1) **MAGEBA PROJECTS CC**

Identity/Trust/CC/Company number **2002/086425/23**

Details of purchase transaction

Transfer Duty payable on **R 3,000,000.00**

Date of acquisition **22 February 2008** *^*

Consideration **R 3,000,000.00**

Any other consideration payable **R N/A**

Total consideration **R 3,000,000.00**

being total consideration or fair value

Bought by: **Private Treaty** **Public auction**

SARS reference **[Blank]**

Conveyancer's/Attorney file reference **21D801021/K SINCLAIR**

Description of property (as per Deeds Registry) **ERF 2020 DURBAN NORTH REGISTRATION DIVISION F.U., PROVINCE OF KWAZULU-NATAL In Extent 1 012 (ONE THOUSAND AND TWELVE) square metres;**

Declaration by Conveyancer/Attorney

WILLIAM JOHN BROOME of LIVINGSTON LEANDY INC.

Signature

(full name) hereby certify that this is a true copy of the transfer duty receipt/exemption certificate, drawn from the SARS website

Date

RECEIPT/EXEMPTION



[Signature]

TAXPAYER SERVICE CENTRE
MOUNT EDGECOMBE

2008-04-16 326001970
(Transfer Duty)
R 240,000.00
CHEQUE

103
FED

eTHEKWINI MUNICIPALITY - RATES CERTIFICATE



RCA No: 124885
 RCC No: 94314
 Rate No: 08-89861033
 Date of Issue: 2008/04/23
 Certificate valid to: 2008/09/30

This is to certify that all amounts due in connection with the property described hereunder for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the period 23 April 2006 to 23 April 2008 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):-

amendment
 Description: ERF 2020 OF DURBAN NORTH

Seller: P.B.DUFFY

Purchaser: MAGEBA PROJECTS CC;

Situated in the Registration Division of the City of Durban, within the area of jurisdiction of the eThekweni Municipality. The Certificate is in terms of Section 118 of the Local Government : Municipal Systems Act, 2000 (Act 32 of 2000) and Regulation 11 of Proclamation R293/1962.

Extent: 1,012.00 Square Metres

Valuation: Land 165,000
 Building 310,200

Sub Code	Erf	Portion	Rem	Land Value	Build Value
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Conveyancer: Livingstone Leandy - Durban

RCC Delivery Method : Other

p.p.
 DEPUTY CITY MANAGER : TREASURY