

de BROGLIO & PARTNERS
Attorneys Conveyancers Notaries Public
1207 Sanlam Musgrave Centre
Musgrave Road
Durban
PGD

Prepared by me:
[Signature]
Conveyancer
DUBRUEL de BROGLIO

73
R100,00

VENDED	MONTECALO
VR 155 000,00	
B 21488/95	<i>[Signature]</i>

Vir ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE 8

95-06-21
T 20618/95

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT

OF PIETERMARITZBURG, NATAL, CONVEYANCER, appeared before me, REGISTRAR OF DEEDS for the PROVINCE OF NATAL at PIETERMARITZBURG he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by:

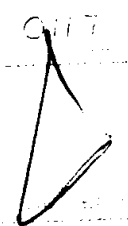
IRENE TSIFOROS

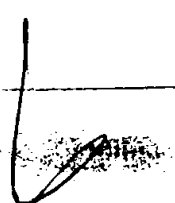
Identity Number 371125 0088183

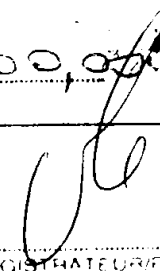
Married, which Marriage is governed by the Laws of GREECE, duly assisted by her husband, ARGIRIS TSIFOROS, Identity Number 280629 5071 003, as far as needs be.

which said Power of Attorney is dated the 18th day of APRIL 1995 and signed at DURBAN

Vir ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE 8

THE IDENTIFICATION NUMBER FOR THE	THE IDENTIFICATION NUMBER OF THE
Both transferred	
TO VERANDA NO	ES, IDENTIFICATION
631014 5131 089 and	640209 0117 033
2004-03-19	

VERBIND MORTGAGED	
VIR FOR R 245 000,00	
04 11013	
2004-03-19	REGISTRATEUR/REGISTRAR

VERBIND MORTGAGED	
VIR FOR R 400 000,00	
B 04 60573	
2004-02-27	REGISTRATEUR/REGISTRAR

AND the said Appearer declared that his said principals had, on the 8th day of APRIL 1995 truly and legally sold and that he, the said Appearer, in his capacity aforesaid, did by these presents cede and transfer, in full and free property to and on behalf of:

1. CHARLES RAYMOND WIGGILL

Identity Number 631014 5131 006

Unmarried

and

2. JEAN SHIRLEY WEIRICH

Identity Number 640209 0117 005

Unmarried

Their Heirs, Executors, Administrators or Assigns, a certain piece of land being:

REGISTRATION DIVISION
REGISTRARIE AFDELING
F U

SUB 10 OF LOT 958 DURBAN NORTH

Situate in the CITY of DURBAN

Administrative District of NATAL

Province of KWAZULU-NATAL

IN EXTENT: 1 349 (ONE THOUSAND THREE HUNDRED AND FORTY NINE) Square Metres

First transferred by **DEED OF TRANSFER No. T.3618/1929 with Diagram** relating thereto and held under **DEED OF TRANSFER No. T.24669/91.**

This Property is transferred:

|



- A. SUBJECT to the conditions of the original Government Grant No. 1548/1847 in so far as these are now applicable.
- B. With the benefit of the use of the road shown on Diagram of the said Lot 1447 over the Remainder of Subdivision E of Lot 12, No. 1548, as created in Deed of Transfer No. 3618/1929.
- C. SUBJECT to all the special conditions applicable to this property created in said Deed of Transfer No. 3618/1929 passed by Durban North Estates Limited in favour of Alfred Morgan Jones in which conditions the said Deed of Transfer No. 3618/1929 declares the word "Transferors" to designate Durban North Estate Limited, and the word "Transferee" to designate the Transferee under the said Deed of Transfer No. 3618/1929 and his heirs, executors, administrators and assigns or successors in ownership to the said property, and which conditions appear in the said Deed of Transfer No. 3618/1929 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 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 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, Victory County, Natal.



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 A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G and Subdivision 1, 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 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 the foregoing condition 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 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 contains conditions similar to the foregoing condition.

- D. SUBJECT also to the following further special conditions as created in said Deed of Transfer No. 3618/1929, viz:

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 and obtained.

No building or erections shall be placed on the land hereby transferred until the plans and location of the same have been submitted to and approved of 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 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 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 purchase. No fence shall be of such a nature as would be likely in the bona fide opinion of the 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 any thing which in the bona fide opinion of Durban North Estates Limited 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 or land and buildings in the neighbourhood of the property hereby transferred. If the Transferee, tenant or occupier of the said property shall be act or omission commit a breach of any of the provisions of this clause Durban North Estates Limited may give it notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates Limited and upon its 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 he consent in writing of Durban North Estates Limited first had and obtained.

Durban North Estates Limited reserve in perpetuity the right without being required to pay compensation therefor by themselves or other to lay, erect, maintain and use standards, cables, lines, pipes and the like under, on and over the said land for the purposes of conveying electrical 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 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.



23

Rev.684

REPUBLIC OF SOUTH AFRICA INLAND REVENUE
DEPARTMENT OF FINANCE

TRANSFER DUTY — FORM B
DECLARATION BY PURCHASER

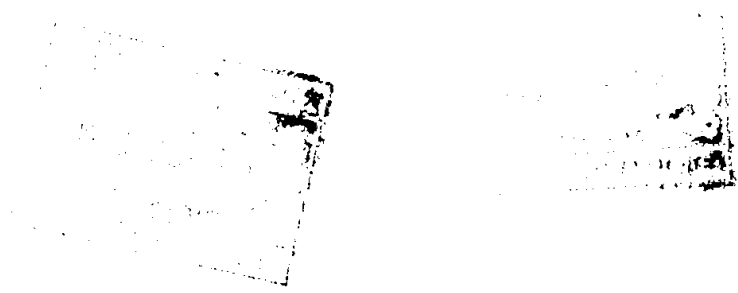
2

TRANSFEROR (Seller)
IRENE TSIFOROS

TRANSFeree (Purchaser)
1. CHARLES RAYMOND WIGGILL and 2. JEAN SHIRLEY WEIRICH

DESCRIPTION OF PROPERTY

SUB 10 OF LOT 958 DURBAN NORTH
SituatE in the CITY of DURBAN
Administrative District of NATAL
Province of KWAZULU-NATAL
IN EXTENT: 1 349 (ONE THOUSAND THREE HUNDRED AND FORTY NINE) Square Metres



Date of transaction: **8th APRIL 1995**

Consideration: **R330 000,00**

TRANSFER DUTY PAID BY **de BROGLIO AND PARTNERS/MRS HERHOLDT**
Postal address: **P.O. BOX 50291, MUSGRAVE ROAD, 4062**

FOR OFFICIAL USE

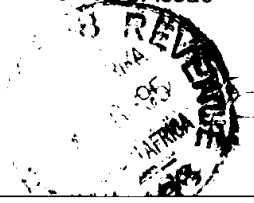
Transfer duty paid on R..... **330000.00**.....
Act under which duty charged

Being **Purchase Price**

19/4/95

5/6/95

Steel defacing stamp of office of issue

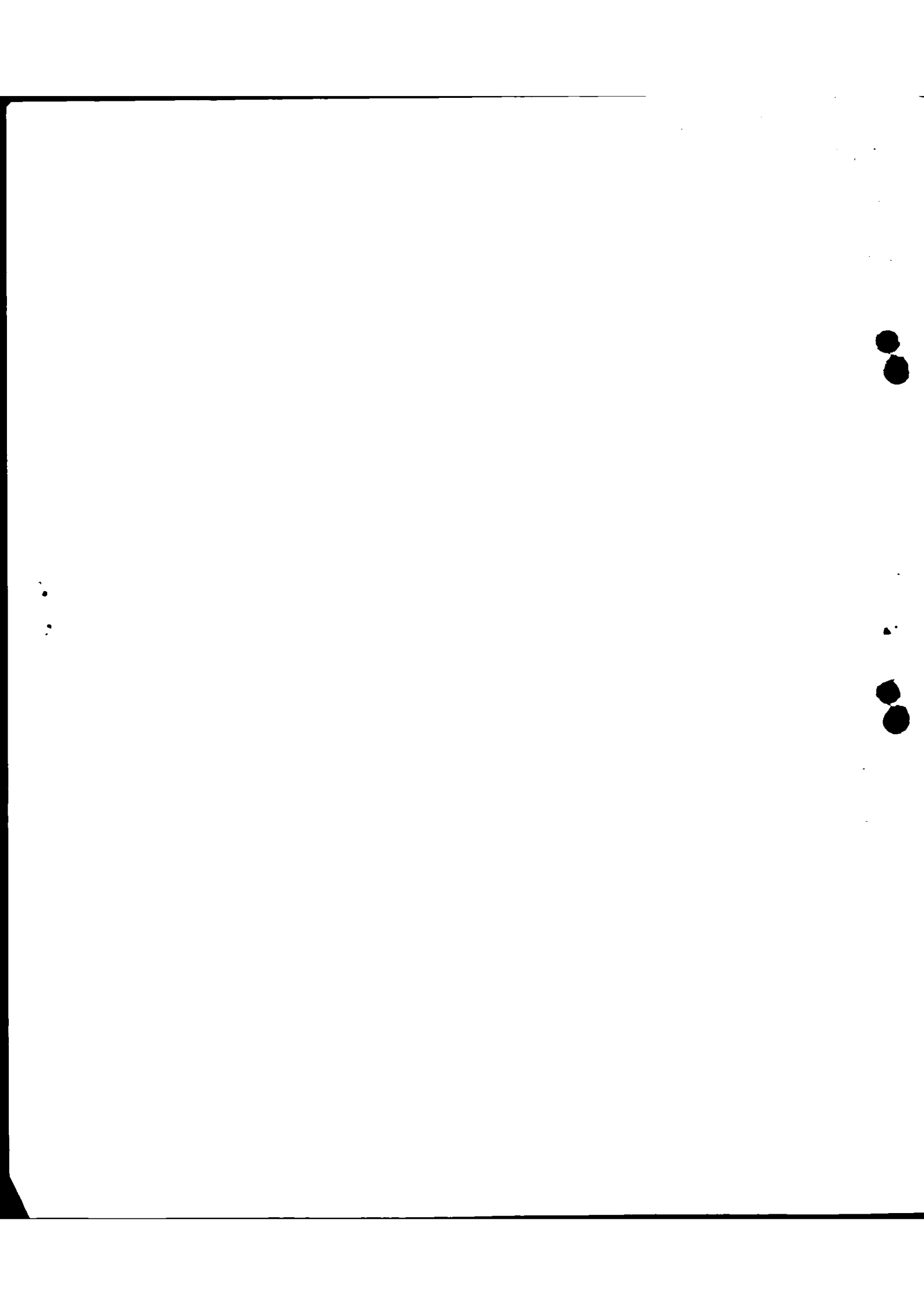


Receiver of Revenue

[Signature]

CASH REGISTER RECEIPT

06613 #026613 05-06-95 001377
R 16500,00 0000 08



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 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 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 those hereby transferred (herein referred to as the Owners), it shall be deemed and regarded as a stipulation made by Durban North Estates Limited, and the transferee 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. Any 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 other Owners in such event be under the same liability to other Owners as if he had directly contracted with them on the 8th August 1928, 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 Durban North Estates Limited have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

A handwritten signature in cursive script, located in the bottom right corner of the page. The signature appears to be a single name, possibly 'J. J. J.', written in dark ink.

CITY OF DURBAN - RATE CERTIFICATE
STAD DURBAN - BELASTINGSERTIFIKAAT

No. 109875
Nr. 109875

Rate No. : _____
Belastingnommer: _____
Date of Issue: _____
Datum uitgereik: _____
Certificate valid to: _____ MB
Sertifikaat geldig tot: _____

3

This is to certify that the proportionate rates and penalties that have become due on the property described hereunder have been paid.
Hiermee word gesertifiseer dat die eweredige belasting en boetes wat ten opsigte van onderstaande eiendom verskuldig is, betaal is.

Description:
Beskrywing: _____ DURBAN
_____ NORTH

Situated in the City of Durban, Administrative District of Natal.
Geleë in die Stad Durban, Administratiewe Distrik van Natal.
Extent: _____ Hectares/hektaar
Grootte: _____ Square metre/vierkante meter

Checked: _____
Nagegaan: _____
Counter Checked: _____ p.p. CITY TREASURER
Gekontroleer: _____ per Ray

Conveyancer: _____
Aktebesorger: _____

WHEREFORE the said Appearer renouncing all the right and Title which the said:

IRENE TSIFOROS
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:

1. CHARLES RAYMOND WIGGILL and 2. JEAN SHIRLEY WEIRICH

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 **R330 000,00, (THREE HUNDRED AND THIRTY 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 in the PROVINCE of NATAL on

1995-08-21



q.q.

In my presence



REGISTRAR OF DEEDS

