

DEED OF TRANSFER

IN FAVOUR OF


MAMBHA HARDWARE PROP LTD

ERF 1392 DURBAN NORTH

44

<b>FEE</b>	
Stamp Duty	
Reg	12900,00
Serv	1
G/M Bond	

Prepared by me

  
 CONVEYANCER  
**NALINI MAHARAJ**  
 (LPCM Number M41515)

2022 -04-11

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## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

CLIVE ANTHONY WILLS (66115)

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

SUSAN PENELOPE THORPE-FAIRALL  
 Identity Number 511125 0107 18 2  
 Married out of Community of Property

signed at DURBAN on 14<sup>TH</sup> FEBRUARY 2022

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NM

And the appearer declared that:

Whereas the Transferor had truly and legally sold the undermentioned property on 21 January 2022 by Private Treaty

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

MAMBHA HARDWARE PROPRIETARY LIMITED  
Registration Number 2016/175653/07

its successors in title or assigns, in full and free property

ERF 1392 DURBAN NORTH  
REGISTRATION DIVISION FU  
PROVINCE OF KWAZULU-NATAL

IN EXTENT 2173 (TWO THOUSAND ONE HUNDRED AND SEVENTY THREE)  
SQUARE METRES

FIRST TRANSFERRED BY DEED OF TRANSFER NUMBER T3703/1927 WITH  
DIAGRAM S.G.O Sub. Vol. 724 Fol. 84 ATTACHED, AND HELD BY DEED OF  
TRANSFER NUMBER T10177/1984

**THIS PROPERTY IS TRANSFERRED:**

- (a) Subject to the terms and conditions of the original Government Grant No. 1546 dated 27<sup>th</sup> August, 1849, in so far as they are still in force and applicable.
- (b) With the benefit of the use of the Road shown on the diagram of the said Lot 367 over the Remainder of Lot 13 No. 1646, as created in Deed of Transfer No. 3703/1927 dated 12<sup>th</sup> September 1927.
- (c) Subject to and with the benefit of the following special conditions created in the said Deed of Transfer No. 3703/1927, namely:-

The property hereby transferred shall not be sub-divided 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 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, Victoria County, Natal, namely: -

1. Remainder of Portion B, Remainder of Portion 9, Portion Y all of Lot 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 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 the Remainder of the Government Lot 15.
6. The Government Lot No. 16.
7. Subdivision J, Subdivision K and Subdivision marked EE 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 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.

- (d) The said property is subject also to all the further conditions created in the said Deed of Transfer No. 3703/1927, 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 Transferors 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 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 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 Transferors.

If iron is used upon the roof or other exposed part of any building or erection on the said property it shall be at all times kept duly and properly painted in one of the customary roof colours.

The Transferee shall fence or hedge the property hereby transferred within six (6) months from date of purchase. No fence shall be of such a nature as would be likely in the bona fide opinion of 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 bona fide opinion of the Transferors is noisome, injurious or objectionable or a public or a private nuisance or 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 of omission commit a breach of any of the provisions of this clause the Transferors may give her 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 still 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.

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 reserves 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 the Transferee agree not to obstruct or interfere with, or allow any obstruction or interference with such standards, cables, lines, pipes and the like, and agree 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 to the said property.

Insofar 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 her own behalf and on behalf of her successors in title, for the benefit of such Owners, and such Owners shall be sufficiently evidenced either by notice thereof to the Transferee or her successors in title or by the institution of proceedings against the Transferee or her 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 she had directly contracted with them as on the 22<sup>nd</sup> June, 1927 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 the Transferors 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 the said

SUSAN PENELOPE THORPE-FAIRALL, 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

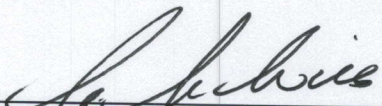
MAMBHA HARDWARE PROPRIETARY LIMITED

its successors in title or assigns, now is 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 000 000,00 (Three Million 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 -04- 11

  
\_\_\_\_\_  
Signature of appearer q.q.

In my presence

  
\_\_\_\_\_  
Registrar of Deeds