

44

JOHNSTON & PARTNERS  
25 CLARIBEL ROAD  
MORNINGSIDE  
DURBAN  
4001

Prepared by me

FEES	
Stamp Duty.....	
Reg. R900.00	
Waiver.....	
OM Bond.....	

*[Signature]*  
 \_\_\_\_\_  
 CONVEYANCER  
 VANESSA LYNN WILLIAMS

VERBIND		MORTGAGED
WR		
FOR R 1 545 000.00		
B	000020017 / 2014	<i>[Signature]</i>
2014 -11- 13		REGISTRATEUR / REGISTRAR

2014 -11- 13

T 000037837 / 2014
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### DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**CLIVE ANTHONY WILLS**

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 on 29 SEPTEMBER 2014 granted to him by

**ROBERT ARTHUR SHAW**  
 Identity Number 250212 5055 08 0  
 and  
**GWENDOLYN PEARL SHAW**  
 Identity Number 291213 0059 08 6  
 Married in community of property to each other

*[Handwritten mark]*

And the appearer declared that his said principal had, on 25 August 2014, 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:

1. **RICHARD CLEMENT HORNER**  
Identity Number 860605 5111 08 8  
Unmarried
2. **GUY CLEMENT HORNER**  
Identity Number 580311 5065 08 0  
Unmarried

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

**PORTION 59 OF ERF 3137 DURBAN NORTH, REGISTRATION DIVISION  
FU, PROVINCE OF KWAZULU-NATAL**

**IN EXTENT 1038 (ONE THOUSAND AND THIRTY EIGHT) Square metres**

**FIRST transferred and still held by Deed of Transfer Number T8166/1966  
with Diagram SG No. 4218/1956 annexed thereto**

**THIS PROPERTY IS TRANSFERRED :**

- (a) Subject to the conditions of the original Government Grant Number 1545, dated 14 September 1847, in so far as these are now applicable.
- (b) Subject to the following special conditions, as created in Deed of Transfer T8166/1966:-
  1. The said land and any dwellings or erections hereinafter erected thereon shall be used solely for residential purpose and shall not be used either in whole or in part for the purpose of carrying on any business, trade, industry, profession, vocation or calling without the prior written approval of the City Council first had and obtained. Any dwelling erected on the land 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.
  2. (i) All additional buildings or erections on the land shall be of good quality, design and construction and shall be erected in brick, stone and concrete or in other hard, permanent and fireproof material and not otherwise. All buildings shall be erected on such level, to such building line and to such elevation as shall be determined by the City Council.  
  
(ii) Boundary fences and external coverings to all roofs shall be of such materials as meet with the approval of the City Council.

3. The City Council reserves in perpetuity the right without being required to pay compensation therefore to erect, lay, maintain, use and remove standards, line, cables, 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, lines, cables, pipes and the like or to erect any building or other permanent structure within 0,91 metres of any such standards, lines, cables, pipes and the like without the prior express consent of the City Council, provided that any damage done during the process of erecting, laying, maintaining, using or removing such standards, lines, cables, pipes and the like shall be made good by the City Council. The Transferee also agrees that the City Council by itself 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.
  4. The City Council shall at any time be entitled to enforce the observance of the above conditions by process of ejectment, perpetual interdict or otherwise.
- (c) With the benefit of the sue of the roads over the Remainder of Lot 15 Number 1556 and the Remainder of Lot 16 Number 1545 as shown on the enlarged plan annexed to the diagram of the said Remainders as created in Deed of Transfer Number 6277/1947 dated 26th July 1947.
- (d) Subject to the following special conditions created in said Deed of Transfer Number 6277/1947:
1. There shall not be erected on the said property or any portion or subdivision thereof houses in a terrace or terraces, block or blocks or set or sets of flats, tenements or anything of a like nature or residential premises consisting of more than one private dwelling house with the necessary outbuildings. No building, on the property or any portion or subdivision thereof shall be converted into or used for flats or a terrace or terraces of houses or tenements, or be used in separate portions or at all as a boarding house, separate residences or dwelling, private hotel or anything whatsoever of a like nature.
  2. No subdivision of the said property or any portion thereof shall ever take place to produce a subdivisional lot less in extent than one quarter of an acre and any buildings erected on any such subdivisional lots shall only be private dwelling houses: there shall never be erected on any one subdivisional lot more than one private dwelling house with the necessary outbuildings and accessories so that there shall never be more than one private dwelling house with the necessary outbuildings and accessories to each one quarter of an acre of land area.
  3. Any private dwelling house erected on the land or any portion or subdivision thereof shall be used solely for the purpose of a private dwelling and shall not be let out or be used in contravention of paragraph (1) above.

4. All buildings or erections on the said property and any portion or subdivision thereof shall be of good quality design and construction and shall be erected in brick, stone or concrete and not otherwise. No roofs, fences or visible structures shall be of visible corrugated material while all roofs must be of tiles, slates, shingles or concrete.
5. Neither the said property nor any portion or subdivision thereof 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.
6. Neither the property nor any portion or subdivision thereof nor any buildings or erections thereon may be used for the purpose of advertising or displaying advertisements.

Any reference in this sub-section to the property hereby transferred shall be deemed to include any part of such property.

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 remainder 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. The Remainder of 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 Number 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 authorized 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 conditions and servitudes.

The word "Owner" in the preceding clause shall be deemed to include each and every registered owner of land whose deeds of title contain conditions similar to the foregoing conditions.

- (f) Subject also to the following further special conditions as created in said Deed of Transfer Number 6277/1947:

No buildings or erections shall be placed on the said land or any portion thereof within 7.62 metres of the boundary line of any road or public place upon which the property, portion or subdivision abuts or of any road or public place which may hereafter be created on the property hereby sold provided however that in the case of a portion or subdivision being bounded by two or more roads or being bounded by any road and a public place, the side or rear elevation of any building or erection may be placed less than 7,62 metres from the boundary line of any road or public place but not less than 4,57 metres therefrom provided further that any building line fixed for any adjoining portion or subdivision shall; be conformed to.

No buildings or erections shall be placed on the land hereby transferred or any portion or subdivision unless and until the plans thereof shall have been made to comply with all the conditions hereof.

In particular adequate sanitary conveniences shall in each case be erected or provided for if any building or erection intended for human habitation or use is placed on the property or any portion or subdivision thereof, and no separate buildings or erections for sanitary purposes shall be made on the property or any portion or subdivision thereof.

No fence shall be of such a nature as would be likely to depreciate the value of any adjoining property or would 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 Durban North Estates Limited is noisome, injurious or objectionable or a public or private nuisance or a source of damage, disturbance or annoyance to the owners, tenants or occupiers of land or 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 Durban North Estates Limited may give him notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates Limited and upon his or their 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.

entitled and are hereby irrevocably authorised and empowered by the Transferees and their successors in title to apply for and obtain and interdict restraining any person or persons from committing or continuing to commit a breach of the aforesaid conditions.

Durban North Estates Limited 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 "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 Transferors and the Transferees on their own behalf and on behalf of their 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 and their successors in title or by the institution of proceedings against the Transferees or their successors in title by virtue of this clause.

And whereas the Transferees have already recorded in his contract of purchase the following admission, it is a condition of this transfer that the Transferees and their successors in title shall on such acceptance by such other owners in such event be under the same liability to other owners as if they had directly contracted with them as on the 18th day of September 1946, so that the said other owners shall have the same rights in respect of any breach by the Transferees or their 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

**ROBERT ARTHUR SHAW and GWENDOLYN PEARL SHAW, Married as aforesaid**

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. **RICHARD CLEMENT HORNER, Unmarried**
2. **GUY CLEMENT HORNER, Unmarried**

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 R1 725 000,00 (ONE MILLION SEVEN HUNDRED AND TWENTY FIVE THOUSAND RAND), and the value of which is R1 270 000.00 (ONE MILLION TWO HUNDRED AND SEVENTY THOUSAND RAND).

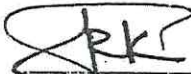
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Pietermaritzburg on

2014 -11- 13

  
\_\_\_\_\_  
q.q.

In my presence

  
\_\_\_\_\_  
REGISTRAR OF DEEDS

