



Kloppers Durban Incorporated
 Attorneys, Notaries & Conveyancers
 7 Church Place
 Westville
 3629

Prepared by me

CONVEYANCER
 JAN THEODORUS JANSEN VAN
 RENSBURG

FEES	
Stamp duty
Reg	R 978,00
Serv
G/M Bond

VERBINS		MORTGAGED	
R 3 750 000-00			
22 506/21		[Signature]	
2021-12-14		REGISTRAR OF DEEDS	

2019-03-14

T	000006756 / 2019
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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

MARC PETER SHARRATT

appeared before me, REGISTRAR OF DEEDS at PIETERMARITZBURG, the said
 appearer being duly authorised thereto by a Power of Attorney granted to him/her by

NEW ORDER INVESTMENTS 197 PROPRIETARY LIMITED
REGISTRATION NUMBER 2010/003260/07

which said Power of Attorney was signed at WESTVILLE on 11 February 2019

And the appearer declared that his/her said principal had, on 2 August 2017, truly and legally sold by , and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**EXTREME WAY TOGO (PTY) LTD
REGISTRATION NUMBER 2017/427594/07**

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

ERF 557 JOZINI
REGISTRATION DIVISION HV
PROVINCE OF KWAZULU-NATAL

IN EXTENT 857 (EIGHT HUNDRED AND FIFTY SEVEN) Square metres

AS WILL APPEAR from General Plan SG No. 361/2013 and held by Deed of Transfer Number T2086/2016

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the terms and conditions of the original Government Grant No. 7638/1909 insofar as same are still in force and applicable.
- B. With the benefit of a Road Servitude 10 (Ten) metres wide as indicated on Diagram S.G. No. 1313/2011 over the Remainder of Portion 7 (of 6) of the FARM RESERVE NO. 16 NO. 15836, subject to the rights of Mayborn Investments 67 Proprietary Limited, Registration Number: 2008/002373/07 as created in Notarial Deed of Servitude No. K 218/2016S.
- C. SUBJECT to the following conditions in terms of the Kwazulu Natal Planning and Development Act 6 of 2008, namely:

(a) Service / Omnibus Servitude for Services

The "Home Owners' Association" reserves in perpetuity the right, without being required to pay compensation therefore, to erect, lay, maintain, use and remove standards, lines, cables, pipes and the like under, on and over the said land for the purpose of conveying electric current, water, drainage, sewage and the like and the owner agrees not to obstruct or interfere with any building with any such standards, lines, cable pipes and the like or to erect any building or other permanent structure within 2,00 metre of any such standards, lines, cables, pipes and the like without the prior express consent of the "Home Owners' Association" provided that any damage done during the process of erecting, laying, maintain, using or removing such standards, lines, cables pipes and the like shall be made good by the "Home Owners' Association".

The owner also agrees that the "Home Owners' Association" 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.

No building whatsoever, unless permitted under exceptional circumstances and writing by the local authority shall be erected on the lot within the



distance of six (6) metres from any boundary abutting on a street, nor within a distance of two (2) metres from any boundary.

(b) Home Owners' Association

"Home Owners' Association" shall mean its orders or assigns.

Neither the subdivision, nor any further subdivision, nor any unit thereon, as defined in the Sectional Titles Act No. 95 of 1986, shall be transferred to any person until he has bound himself to become and remain a member of "Home Owners' Association" for the duration of his ownership and a clearance certificate has been issued by such association to the effect that its articles of association have been complied with.

(c) General Rights of Access

The owner of the subdivision, any further subdivision or any unit thereon shall have a general right of access over Erven 594, 595, 596, 598, subject to whatever rules, conditions and restrictions as are laid down from title to time by the "Home Owners' Association" for the purpose of ensuring proper control management and administration of the use and enjoyment thereof.

Access to Lease area 2 on the Remainder of Portion 7 (of 6) of the Farm Reserve No. 16 No. 15836 and Portion 47 (of 7) of the Farm Reserve No. 16 No. 15836 and Portion 48 (of 7) of the Farm Reserve No. 16 No. 15836 and any further subdivisions of Portion 48 of the Farm Reserve No. 16 No. 15836 will be as per servitude road 10 metres wide over the Remainder of Portion 7 (of 6) vide SG diagram 1313/2011.



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

**NEW ORDER INVESTMENTS 197 PROPRIETARY LIMITED
REGISTRATION NUMBER 2010/003260/07**

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


**EXTREME WAY TOGO (PTY) LTD
REGISTRATION NUMBER 2017/427594/07**

or 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 R860 000,00 (EIGHT HUNDRED AND SIXTY 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

2019-03-14


q.q.

In my presence



REGISTRAR OF DEEDS

