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 Stamp Date: 1995, 00
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 Date: 2003-09-22
 Notary: VENN, NEMETH & HART INC.

Prepared by me:


 Conveyancer
 N N MGOJO

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VIR		FOR R 20 497 932,00	
B	31428703		
2003-09-22		 REGISTRAR	

VENN, NEMETH & HART INC.
 Attorneys, Notaries and
 Conveyancers
 281 Pietermaritz Street
 PIETERMARITZBURG

2003-09-02

17024703

CERTIFICATE OF CONSOLIDATED TITLE

Issued under the provisions of Section 40 of the
 Deeds Registries Act 1937 (No. 47 of 1937)

WHEREAS the,

MSUNDUZI HOUSING ASSOCIATION
 (Incorporated not for Gain under Section 21)
 No. 1999/006572/08

has applied for the issue to it of a Certificate of Consolidated Title under the
 provisions of Section 40(3) of the Deeds Registries Act, 1937;

AND WHEREAS the said owner is the registered owner of:-

- 1 PORTION 4 OF ERF 832 PIETERMARITZBURG,
Registration Division FT, Province of KwaZulu-Natal,
in extent 1,2165 (ONE comma TWO ONE SIX FIVE)
hectares;
- 2 PORTION 9 OF ERF 832 PIETERMARITZBURG,
Registration Division FT, Province of KwaZulu-Natal,
in extent 5,1745 (FIVE comma ONE SEVEN FOUR FIVE)
hectares;

BOTH HELD under Deed of Transfer No. T.

17023 /03

which have been consolidated into the land hereinafter described:

NOW THEREFORE, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at Pietermaritzburg, Province of KwaZulu-Natal, do hereby certify that the said:-

MSUNDUZI HOUSING ASSOCIATION
(Incorporated not for Gain under Section 21)
No. 1999/006572/08

its Successors in Title or Assigns, the registered owner of the property described as:-

PORTION 10 OF ERF 832 PIETERMARITZBURG,
Registration Division FT, Province of KwaZulu-
Natal, in extent 6,3910 (SIX comma THREE NINE
ONE ZERO) hectares;

As will appear from the annexed Diagram S.G. No. 686/2001;

THIS PROPERTY IS HELD:-

1 As to the whole :

SUBJECT to all the terms and conditions contained in the original Government Grant No. 1687, in so far as same are still in force and applicable.

2 As to the portion represented by the figure A B1 C1 D1 E1 F1 G1 H1 J1 on Diagram S.G. No. 686/2001 annexed hereto:

2.1 SUBJECT to the following conditions in favour of and enforceable by The Msunduzi Municipality, as created in Deed of Transfer No. T. 17023 /03 namely:-

2.1.1 The property shall only be used for housing purposes as provided for in the aims and objectives of the Msunduzi Housing Association.

2.1.2 Should the property or any portion thereof cease to be used for the purposes set out in clause 2.1, the Donee shall at the option of the Donor :

2.1.2.1 Pay to the Donor a sum of money representing the then current market value of the property, without taking into account any improvements effected thereon after the date of donation; or

2.1.2.2 Retransfer the property to the Donor upon payment by the Donor of a sum representing the then current market value of any improvements effected thereon after the date of donation.

2.1.3 The then current market value shall mean the value at the date of exercise by the Donor of the option reserved by it in terms of this condition and any reference to property shall be deemed to include any improvements effected prior to the date of donation.

2.1.4 The then current value of the property or any improvements erected shall be fixed by agreement or failing agreement the then current value shall be determined by arbitration under the provisions of the Arbitration Act 42 of 1965.

2.1.5 Should the Donor determine to acquire the property or any portion thereof as aforesaid, the Donee or his legal representative shall, when called upon by the Donor, do all things necessary for the purpose of having ownership vested in the Donor's name within 90 days of the dispatch of the notice informing the Donee that the Donor has determined to reacquire the property.

- 2.1.6 If the Donor decides to repurchase the property, the cost of transfer shall be borne by the Donee or its successors in title.
- 2.1.7 Neither the property nor any portion thereof shall be transferred nor shall any real right be registered thereover without the prior written consent of the Donor.
- 2.1.8 The Council shall, without compensation, have the right to erect, lay and maintain sewers, drains, water supply piping and electricity mains above or under the ground along any boundary of the said property, or any boundary of any subdivision, or any boundary of any remainder of such property, other than a road frontage or along which a servitude is registered and within a distance of 1,5 metres from any such boundary, and shall have reasonable access thereto for the purpose of maintenance, removal or extension of those services. The owner of the said property or any subdivision thereof shall be obliged to allow, without compensation, the sewage and drainage of any other property or street to be conveyed along such sewers and drains, and shall not permit such drain to be damaged or allow any material from whatever source to impede the flow of water within it. No building or trees (other than shrubs) shall be erected or planted within such 1,5 metre reserves nor shall the ground level within the servitude areas be altered without the consent of Council.
- 2.2 SUBJECT to a 3,00 metre wide servitude in favour of the Remainder represented by the figure h j k m on Diagram S.G. No. 686/2001 as created in Deed of Transfer No. T. **17023 /03** which servitude is subject to the following conditions:
- 2.2.1 There shall be no interference of the ground level in the servitude area;
- 2.2.2 No buildings shall be erected or trees, shrubs or hedges planted over or in the servitude area;
- 2.2.3 The owner of the property subject to the servitude shall not permit any grass, weeds, undergrowth or roots to grow over or under any municipal works in the servitude area so as to cause any damage thereto or impede the flow of water in any drain nor shall he permit any accumulation or erosion of earth in the servitude area to obstruct the flow in or undermining any such servitude works.
- 3 As to the portion represented by the figure A B C D E F G H J K L M N P Q R S T U V W X Y Z A1 B1 on Diagram S.G. No. 686/2001 annexed hereto:

- 3.1 SUBJECT to a tunnel servitude represented by the figure n q r t a1 b1 Q R S T U V on Diagram S.G. No. 686/2001 in favour of the Republic of South Africa (South African Railways and Harbours) as created by Notarial Deed of Servitude No. K. 292/1966S.
- 3.2 SUBJECT to the following conditions in favour of and enforceable by The Msunduzi Municipality, as created in Deed of Transfer No. T. 17023 /03, namely:-
- 3.2.1 The property shall only be used for housing purposes as provided for in the aims and objectives of the Msunduzi Housing Association.
- 3.2.2 Should the property or any portion thereof cease to be used for the purposes set out in clause 3.2.1, the Donee shall at the option of the Donor:
- 3.2.2.1 Pay to the Donor a sum of money representing the then current market value of the property, without taking into account any improvements effected thereon after the date of donation; or
- 3.2.2.2 Retransfer the property to the Donor upon payment by the Donor of a sum representing the then current market value of any improvements effected thereon after the date of donation.
- 3.2.3 The then current market value shall mean the value at the date of exercise by the Donor of the option reserved by it in terms of this condition and any reference to property shall be deemed to include any improvements effected prior to the date of donation.
- 3.2.4 The then current value of the property or any improvements erected shall be fixed by agreement or failing agreement the then current value shall be determined by arbitration under the provisions of the Arbitration Act 42 of 1965.
- 3.2.5 Should the Donor determine to acquire the property or any portion thereof as aforesaid, the Donee or his legal representative shall, when called upon by the Donor, do all things necessary for the purpose of having ownership vested in the Donor's name within 90 days of the dispatch of the notice informing the Donee that the Donor has determined to reacquire the property.
- 3.2.6 If the Donor decides to repurchase the property, the cost of transfer shall be borne by the Donee or its successor in title.
- 3.2.7 Neither the property nor any portion thereof shall be transferred nor shall any real right be registered thereover without the prior written consent of the Donor.
- 3.2.8 The Council shall, without compensation, have the right to erect, lay and maintain sewers, drains, water supply piping and electricity mains

above or under the ground along any boundary of the said property, or any boundary of any subdivision, or any boundary of any remainder of such property, other than a road frontage or along which a servitude is registered and within a distance of 1,5 metres from any such boundary, and shall have reasonable access thereto for the purpose of maintenance, removal or extension of those services. The owner of the said property or any subdivision thereof shall be obliged to allow, without compensation, the sewage and drainage of any other property or street to be conveyed along such sewers and drains, and shall not permit such drain to be damaged or allow any material from whatever source to impede the flow of water within it. No building or trees (other than shrubs) shall be erected or planted within such 1,5 metre reserves nor shall the ground level within the servitude areas be altered without the consent of Council.

- 3.3 SUBJECT to a 2,00 metre wide sewer servitude in favour of the Msunduzi Municipality the centre line of which is represented by the line a b on Diagram S.G. No. 686/2001, as created in Deed of Transfer No. T. **17023 /03** which servitude is subject to the following conditions:-

- 3.3.1 There shall be no interference of the ground level in the servitude area;
- 3.3.2 No buildings shall be erected or trees, shrubs or hedges planted over or in the servitude area;
- 3.3.3 The owner of the property subject to the servitude shall not permit any grass, weeds, undergrowth or roots to grow over or under any municipal works in the servitude area so as to cause any damage thereto or impede the flow of water in any drain nor shall he permit any accumulation or erosion of earth in the servitude area to obstruct the flow in or undermine any such servitude works.

- 3.4 SUBJECT to a 2,00 metre wide sewer servitude in favour of the Msunduzi Municipality the centre line of which is represented by the line d e on Diagram S.G. No. 686/2001, as created in Deed of Transfer No. T. **17023 /03** which servitude is subject to the conditions contained in paragraphs 3.3.1 to 3.3.3

- 3.5 SUBJECT to a 6,00 metre wide water pipeline servitude in favour of the Msunduzi Municipality the centre line of which is represented by the line f g on Diagram S.G. No. 686/2001, as created in Deed of Transfer No. T. **17023 /03** which servitude is subject to the conditions contained in paragraphs 3.3.1 to 3.3.3.

3.6 SUBJECT to and with the benefit of a half width of a party wall servitude 0,30 metres wide represented by the figure R S d1 e1 on Diagram S.O. No. 686/2001 over and in favour of Portion 5 of Erf 832 Pietermaritzburg, as created in Deed of Transfer No. T.

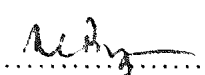
17023 /03

AND that by virtue of these presents the said , Heirs, Executors, Administrators or Assigns now and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

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

THUS DONE AND EXECUTED at the Office of the Registrar of Deeds for the Province of KwaZulu-Natal, at Pietermaritzburg on

2006-04-07


REGISTRAR OF DEEDS