

Volsum Chetty & Lax
4 George Street
Pietermaritzburg
3201

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Reg	R 95-00
Serv	
G/M Bond	

Prepared by me

Volsum Chetty

CONVEYANCER
CHETTY PS

28 DEC 2006

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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

KISHORE RAMKARAN *Thamara Pillay*

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

THE MSUNDUZI MUNICIPALITY

which said Power of Attorney was signed at PIETERMARITZBURG on
~~5 May 2006~~ 16 NOVEMBER 2006

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FOR ENDORSEMENTS SEE PAGE

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AND the Appearer declared that his said principal had in terms of a donation agreement dated 9 June 2004, donated to the transferee/s which donation was accepted on 17 September 2004 subject to the conditions hereinafter mentioned 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:

**MSUNDUZI HOUSING ASSOCIATION (Association
incorporated under Section 21 of the Companies Act)
No. 1999/06572/08**

its Successors in Title or Assigns, in full and free property:

**PORTION 86 (OF 42) OF ERF 3127 PIETERMARITZBURG, REGISTRATION
DIVISION FT, PROVINCE OF KWAZULU-NATAL, IN EXTENT: 5,9210 (FIVE
COMMA NINE TWO ONE NOUGHT) HECTARES**

As will more fully appear from Diagram S.G No. 2250/2006 annexed hereto and held by Certificate of Registered Title No. T 18585/86.

THIS PROPERTY IS TRANSFERRED:

1. SUBJECT to the conditions of the original Government Grant No. 1686, in so far as applicable.
2. WITH the benefit of a Road Servitude 30,48 metres wide over the Remainder of Portion 1 of Ordnance Land No. 1686 as shown on the Servitude Diagram (S.G.No. 94/44) annexed to and as created in Crown Grant No. 81/1945.
3. SUBJECT to the following conditions as set out in the Agreement of Donation dated 17 September 2004:
 - 3.1 The property is zoned for special residential purposes, in terms of the Pietermaritzburg Town Planning Scheme.
 - 3.2 The property shall only be used for those purposes provided in the said Scheme and shall, in any event, be subject to the requirements of the National Building Regulations and the Land Survey Act 8 of 1997, sections 41, 43 and 44 in particular.

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- 3.3 Notwithstanding conditions 3.1 and 3.2, the property shall only be used for housing purposes as provided for in the aims and objectives of the creation of the Msunduzi Housing Association.
- 3.4 Should the property or any portion thereof cease to be used for the purposes set out in clause 3.1, 3.2 and 3.3 the Transferee shall at the option of the Transferor:
- 3.4.1 Pay to the Transferor 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
- 3.4.2 retransfer the property to the Transferor upon payment by the Transferor of a sum representing the then current market value of any improvements effected thereon after the date of donation.
- 3.4.3 The then current market value shall mean the value at the date of exercise by the Transferor 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.
- 3.4.4 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.
- 3.4.5 Should the Transferor determine to acquire the property or any portion thereof as aforesaid, the Transferee or his legal representative shall, when called upon by the Transferor, do all things necessary for the purpose of having ownership vested in the Transferor's name within 90 days of the dispatch of the notice informing the Transferee that the Transferor has determined to reacquire the property.
- 3.4.6 If the Transferor decides to repurchase the property, the cost of transfer shall be borne by the Transferee or his successor in title.
- 3.4.7 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 Transferor.

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- 3.4.8 Subject to the following condition in favour of The Msunduzi Municipality, namely:

The Municipality 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 and within a distance of 1,5m 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 1,5m reserves nor shall the ground level within the servitude areas be altered without the written consent of the Municipality.

- 3.4.8 Every Servitude in favour of The Msunduzi Municipality, shall be subject to the following conditions:

1. there shall be no interference of the ground level in the servitude area
2. no buildings shall be erected or trees, shrubs or hedges planted over or in the servitude area
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.

4. Subject to a Storm Water Servitude 8,00 metres wide lettered A a b H on Diagram SG No. 2250/2006 in favour of the The Msunduzi Municipality subject to the following conditions:

1. there shall be no interference of the ground level in the servitude area
2. no buildings shall be erected or trees, shrubs or hedges planted over or in the servitude area

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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.

[Handwritten signature]

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

THE MSUNDUZI MUNICIPALITY

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

**MSUNDUZI HOUSING ASSOCIATION (Association
incorporated under Section 21 of the Companies Act)
No. 1999/06572/08**

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 value of the property to be **R560,000.00 (FIVE 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.

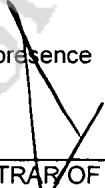
THUS DONE and EXECUTED at the Office of the Registrar of Deeds at Pietermaritzburg on

28 DEC 2006



q.q.

In my presence



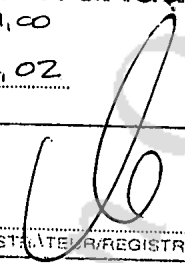
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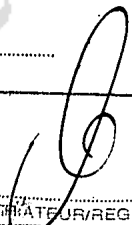
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REGISTRATEUR/REGISTRAR			

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VERBIND		MORTGAGED	
VIR FOR R			
② B	016067/09		
	2009-08-31		
REGISTRATEUR/REGISTRAR			