

37
033 845 9700

BARKERS
8 Rydall Vale Crescent
(off Douglas Saunders Drive)
La Lucia Ridge Office Estate
4051
Tel : 031 580-7400
and
Unit B228
Simbithi Office Park
Shaka_s Rock Rd
Ballito
Tel : 031 580-7400

FILED
Stamp Duty R 1926,00
Reg
Gross
Net

Prepared by me

CONVEYANCER
ESTI LOMBARD

VERBIND		MORTGAGED	
VIR FOR R 4 506 038,00			
B	19 10342		
2019 -07- 18		REGISTRATEUR/REGISTRAR	

2019 -07- 18

T 000020824 /2019

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 which said Power of
Attorney was signed at BALLITO on 17 MAY 2019 and granted to him/her by

GINA MARIE BOWER

Duly authorised by a Special Power of Attorney signed at BALLITO on
10 MAY 2019 and granted to her by

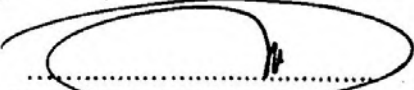
VAUGHN THEO REICHE

Identity Number 6412115156086

Married out of community of property

Vir ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE 8

Lexis® Convey 17.1.7.2

VERBIND		MORTGAGED	
VIR		FOR R 1 390 000.00	
B 23021 22		 REGISTRATEUR / REGISTRAR	
2022-12-22			

And the appearer declared that his/her said principal had, on 25 April 2019, truly and legally sold by Private Treaty, 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:

MELRON INVESTMENTS PROPRIETARY LIMITED
Registration Number 2006/003598/07

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

ERF 429 PORT ZIMBALI
REGISTRATION DIVISION FU
PROVINCE OF KWAZULU-NATAL

IN EXTENT 940 (NINE HUNDRED AND FORTY) Square metres

FIRST TRANSFERRED by Deed of Transfer Number T1005/2005 with General
Plan SG No. 1613/2004 relating thereto and held by Deed of Transfer Number
T 000020823 / 2019

THIS PROPERTY IS TRANSFERRED

A. AS TO THE WHOLE

1. Subject to such of the terms and conditions applicable to the original Government Grant No. 1569/1850 as are still in force and applicable.
2. Subject to the following conditions in favour of and enforceable by ZIMBALI DEVELOPMENT COMPANY, (PROPRIETARY) LIMITED No. 1968/009161/07, its Successors in Title or Assigns, as created in Deed of Transfer No. T 01005/2005, namely:
 - (a) No dwelling or any other structure shall be erected on the property otherwise than in accordance with building plans which have been submitted to and approved in writing by THE ZIMBALI ESTATE MANAGEMENT ASSOCIATION and the Local or any other competent Authority. Any building or other structure to be erected in accordance with such approved plans shall not be constructed by a Contractor other than one selected from a panel of Contractors nominated by the transferor and supervised by an Architect, save where the transferee is an "owner-builder", such construction work may be carried out by the transferee with the prior written consent of the transferor.
 - (b) Any dwelling, garage, storeroom or screen or other walls to be erected on the property shall not be constructed of anything other than clay bricks.
 - (c) Notwithstanding anything contained herein or elsewhere, no dwelling unit on the property shall be less than 150 (ONE HUNDRED AND FIFTY) square metres in extent.
 - (d) Notwithstanding anything contained herein or elsewhere, no more than 1 (one) dwelling may be erected on the property.
 - (e) The property, or any portion thereof, or interest therein, or any unit erected thereon shall not be alienated, leased or transferred without the prior written consent of the Zimbali Development Company (Pty) Ltd first being had and obtained.
 - (f) The property shall not be used for any purposes whatsoever save for residential purposes.

3. Subject to the following conditions in favour of and enforceable by ZIMBALI ESTATE MANAGEMENT ASSOCIATION NO. 1995/000581/08, its Successors in Title or Assigns, as created in Deed of Transfer No. T 01005/2005, namely:
- (b) The property or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the aforementioned Association first being had and obtained.
 - (c) The property or any portion thereof shall not be used for the purpose of a Share Block Scheme under the provisions of the Share Block Control Act, Act No. 59/1980, a Time Share Scheme under the provisions of the Property Time-Sharing Control Act 59 of 1980 or any similar such schemes without the prior written consent of the aforementioned Association.
4. Subject to the following condition in favour of and enforceable by the ZIMBALI COUNTRY CLUB, its Successors in Title or Assigns, as created in Deed of Transfer No. T 01005/2005, namely:
- (a) The property or any portion thereof or interest therein shall not be alienated, leased or transferred without the prior written consent of the Zimbali Country Club first being had and obtained.
5. With the benefit of the Servitude of the portion of the Right of way 20,12 metres wide:
- (a) over Sub C2 of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Transfer No. 1588/1911, and
 - (b) over Sub O of Lot 54 No. 1568 shown on Diagram thereof attached to Deed of Transfer No. 1588/1910.
- as created in Deed of Transfer No. 434/1927.
6. With the benefit of the Servitude of the Right of Way 20,12 metres wide:
- (a) over Sub K of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Transfer No. 2107/1912.
 - (b) over Sub L of Lot 54 No. 1568 as shown on the Diagram thereof attached to Deed of Transfer No. 209/1912.
 - (c) over Sub V of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Transfer No. 1696/1913.
 - (d) over the Remainder of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Grant No. 1568.
 - (e) over Sub V of Lot 73a, 73b, 75 shown on the Diagram thereof attached to Deed of Transfer No. 575/1913.
- As created in Deed of Transfer No. 434/1927.
7. With the benefit of the Servitude of Right of Way 20,12 metres wide over Sub A of Lot 55 No. 1569 shown on the Diagram thereof attached to and as created in Deed of Transfer No. 2246/1932.
8. Subject to the right granted to ESKOM to convey electricity over the property hereby conveyed, as created by Notarial Deed of Servitude No. K 1560/1976S, together with ancillary rights and subject to conditions as will more fully appear on reference to the said Notarial Deed.

9. Subject to the following conditions imposed in terms of Section 1 of Act No. 21 of 1940 as created by endorsement in terms of Section 11(7) of Act No. 21 of 1940, on said Deed of Transfer No. T 1175/1963, namely:

"No building or any structure whatsoever, other than an enclosure, a fence, hedge or wall which does not rise higher than 1,52 metres above the surface of the land within a distance of 30 metres measured from the road reserve boundary of the Provincial Main Road 398, except with the written approval of the Controlling Authority as defined in Act No. 29 of 1940."

10. Subject to a General Servitude of Right of Way in favour of the North Coast Regional Water Services Corporation as created by Notarial Deed of Servitude No. K 955/86S.

11. Subject to the following conditions imposed by the Minister of Traditional and Local Government Affairs, Province of Kwazulu-Natal, under the provisions of the Town Planning Ordinance No. 27 of 1949 (as amended) as created in Certificate of Registered Title No. T 4565/1998, namely:

No building or structure whatsoever, other than a fence, hedge or wall which does not rise higher than 2,1 metres above the surface of the land on which it stands, shall be erected on the land within a distance of 15 metres measured from the road reserve boundary of Main Road 398.

12. Subject to the following conditions imposed by the Minister, in terms of Ordinance No. 27 of 1949, as amended, as created in Deed of Transfer T01005/2005, namely:

(a) Omnibus servitude for services

The "Zimbali Estate Management Association" reserves in perpetuity the right, without being required to pay compensation therefor to erect, lay, maintain, use and remove standard, lines, 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 owner agrees not to obstruct or interfere with any such standard, lines, cables, pipes and the like or to erect any building or other permanent structure within 1,00 metre of any such standards, lines, cables, pipes and the like without the prior express consent of the "Zimbali Estate Management Association" 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 "Zimbali Estate Management Association". The owner also agrees that the "Zimbali Estate Management Association" by itself, or other, 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.

"Zimbali Estate Management Association" shall mean its orders or assigns.

(b) Home Owner's Association

Neither the erf, 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 "Zimbali Estate Management 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 right of access

The owner of the erf, any further subdivision, or any unit thereon shall have a general right of access over Erven 455 to 459 subject to whatever rules, conditions and restrictions as are laid down from time to time by the "Zimbali Estate Management Association" for the purpose of ensuring proper control and administration of the use and enjoyment thereof. Erven 455 to 459 shall be subject to a general right of access in favour of all the erven in the township.

B. AS TO THE PORTION EAST OF THE LINE r m on General Plan S.G. No. 1613/2004:

1. Subject to the following conditions in favour of and enforceable by THE TONGAAT- HULETT GROUP LIMITED as created in Deed of Transfer T4371/85, namely:
 - (a) No sewerage works or garbage disposal works or any other form of improvements relating to the provision of utilities, hostels or compounds for the housing of employees shall be erected on the property.
 - (b) No new building or structure other than a boundary wall or fence which does not rise higher than 2 metres above the surface of the land on which it stands shall be erected on the property within a distance of 20 metres of the boundary of the property hereby transferred and the Remainder of Sub 2 of Lot 55.No. 1569.
2. With the benefit of a General Right of Access Servitude over Sub 1 of the Farm Zimbali No. 16255 as created by Notarial Deed of Servitude K304/95.
4. Subject to the following condition imposed by the Administrator as Controlling Authority in terms of Section 11(3) and (6) of the Ribbon Development Act No. 21 of 1940 as created by endorsement BC 8820/95 on Certificate of Consolidated Title T10390/95, namely:-
 - (a) No new building or structure whatsoever, other than a fence, hedge or wall which does not rise higher than 2,1m above the surface of the land on which it stands, shall be erected on the land within a distance of 15m from the road reserve boundary of Main Road No. 398 without the written approval of the Controlling Authority as defined in Act No. 21 of 1940.
4. The REMAINDER of LOT 1 PORT ZIMBALI of which this property is a subdivision is subject to the following conditions imposed by the Administrator, in terms of Ordinance No. 27 of 1949 (as amended), as created by endorsement K305/95 under Section 3(v) Act 47 of 1937, on Certificate of Consolidated Title T 10390/95 namely:
 - (a) The property shall have a general right of access over Sub 1 of Lot 1 Port Zimbali and Sub 2 of Lot 1 Port Zimbali, subject to whatever rules, conditions and restrictions that may be laid down from time to time by the Home Owners Association for the purpose of ensuring proper control and administration of the use and enjoyment thereof, and of whatever facilities or improvements that may be made thereon.
 - (d) Neither the subdivision, nor any further subdivision, nor any unit thereof, as defined in the Section Title Act No. 95 of 1986, shall be transferred to any person until he has bound himself to become and

remain a member of the ZIMBALI ESTATE MANAGEMENT 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) The "Home Owners' Association" reserves in perpetuity the right, without being required to pay compensation therefor to erect, lay, maintain, use and remove standard, lines, 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 owner agrees not to obstruct or interfere with any such standard, lines, cables, pipes and the like or to erect any building or other permanent structure within 1,00 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, maintaining, 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 other, 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.

"Home Owners' Association" shall mean the ZIMBALL ESTATE MANAGEMENT ASSOCIATION No. 1995/000581/08 its order or assigns.

In the event of the Home Owners' Association ceasing to have force and effect, this condition shall vest in the local authority or any other body or person authorised thereto by it.

5. SUBJECT to the following condition imposed by the Minister of Traditional and Local Government Affairs, Province of KwaZulu-Natal, under the provisions of the Town Planning Ordinance No. 27 of 1949 (as amended) as created in Deed of Transfer No. T 7661/1998, namely :

- (a) The erf, shall be subject to a general right of access in favour of Erven 258 - 290 PORT ZIMBALI, any further subdivision, or any unit thereon, subject to whatever rules, conditions and restrictions are laid down from time to time by THE ZIMBALI ESTATE MANAGEMENT ASSOCIATION for the purpose of ensuring proper control and administration of the use and enjoyment thereof.

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

VAUGHN THEO REICHE, Married as aforesaid

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

MELRON INVESTMENTS PROPRIETARY LIMITED
Registration Number 2006/003598/07

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 R5 000 000,00 (FIVE 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

2019 -07- 18



q.q.

In my presence



REGISTRAR OF DEEDS