

Prepared by me,

*[Signature]*  
CONVEYANCER  
WILLS CA

FEES	
Stamp Duty.....	
Reg. <i>R400,00</i>	
vat/wv.....	
C/M Land.....	

VERBIND		MORTGAGED	
VTR FOR R <i>1 200 000,00</i>			
<b>B</b>	<b>06 74147</b>	<i>[Signature]</i> REGISTRAR	
2006-11-29			

2006-11-29

LOWE & WILLS  
307/309 Pietermaritzburg Street  
Pietermaritzburg  
3201  
DX 50, PIETERMARITZBURG

<b>T</b>	<b>06 60727</b>
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### DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT **CLIVE ANTHONY WIL**

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

**JENNIFER HUGO**

duly authorised thereto by General Power of Attorney No. *PA*

dated at BALLITO on 10 May 2006 and granted to him/her by

**STEPHEN HUGO**

Identity Number 850120 5120 08 3

and

**JENNIFER HUGO**

Identity Number 690329 0274 08 2

Married in community of property to each other

dated *10 October 2006*

and signed at *Tongaat*

(DeedOfTransferConventional.Rtf) Form E

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AND the said Appearer declared that his/her principal the said **STEPHEN HUGO and JENNIFER HUGO** had on 26 July 2006 truly and legally sold and that he/she, the said Appearer in his/her capacity aforesaid, did, by these presents cede and transfer to and on behalf of:

1. **GLENN ROBERT HARRIS**  
Identity Number 691012 5063 08 5  
Unmarried

and

2. **ELZA TESSA BRAUNSWICK**  
Identity Number 590830 0766 08 5  
Unmarried

their heirs, executors, administrators or assigns in full and free property:

PORTION 1 OF ERF 464 SALT ROCK  
REGISTRATION DIVISION FU  
PROVINCE OF KWAZULU-NATAL

IN EXTENT: 1171 (ONE THOUSAND ONE HUNDRED AND SEVENTY ONE)  
Square Metres

FIRST REGISTERED BY CERTIFICATE OF REGISTERED TITLE NO. T 35008/04  
WITH DIAGRAM ATTACHED THERETO

**THIS PROPERTY IS TRANSFERRED:**

1. Subject to such of the terms and conditions of the original Government Grant No. 1521, in so far as applicable.
2. With the benefit of the conditions restricting the rights of ownership over transferred subdivisions of the Remainder of Salt Rock of Lot 61,62,63,64,65,66,67 and 68 No. 1521, as created in the subdivisional transfers, insofar as they do not lapse by virtue of Section 28 of Act No. 101 of 1969.
3. With the benefit, created in Notarial Deed of Servitude No. 199/1944S of:
  - 3.1 A 12,19 metres wide road Servitude over Sub 1 of Sub A of Salt rock of Lot 61 No. 1521, which road servitude is depicted on the Servitude Diagram S.G. No. 1702/1942 annexed the said Deed of Servitude No. 199/1944S by the figure h curved line d.W curved line c, curved line T, a curved line O.
  - 3.2 A 18,29 metres wide road Servitude over the said Sub 1 of Sub A running from the south westerly corner of Lot 251 of Sub 1 of Sub A and the Remainder of Salt Rock aforesaid, as shown on the General Plan No. E4.
4. Subject to the condition that without the prior written consent of the owners of Sub 313 and Sub 314 of A of Salt Rock both of said Lot 61 No. 1521 aforesaid, no water borehole may be sunk on the property hereby transferred, as created in Deed of Transfer No. T 5264/1981.

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5 With the benefit, created in Deed of Transfer No. T 1861/1945, of certain restrictive conditions operating over Sub 296 of said Sub A of Salt Rock.

6. Subject to the condition the "Without the prior written consent of the Transferor, the said Salt rock Beach Estates (Proprietary) Limited, no water borehole may be sunk on the property hereby transferred" as created in Deed of Transfer No. T 7937/1984.

7 Subject to the following special conditions which shall be binding on the Transferee and his successors-in-title and shall be in favour of and enforceable by the Transferor, the said Salt Rock Beach Estates (Proprietary) Limited, and to its Assigns, as created in said Deed of Transfer No. T 7937/1984, namely:-

7.1 No building or erections shall be placed on the land until plans of the buildings and site plans showing their location have been submitted to and approved by the Transferor, the said Salt Rock Beach Estates (Proprietary) Limited, who shall bona fide consider such plans, particularly in regard to the siting of any buildings in relation to the amenities of other subdivisions in the Township and no such buildings or erections shall be made in conflict with any such plans.

7.2 No boundary fence, wall or hedge shall be of such a nature or such a height as would be likely in the bona fide opinion of the Transferor, the said Salt Rock Beach Estates (Proprietary) Limited, to depreciate the value of any adjoining property or interference with its amenities, or would in its bona fide opinion be unsightly, nor shall any such fence, wall or hedge be allowed to fall into disrepair

8. Subject to the following special conditions imposed by the Administrator of Natal under the provisions of Ordinance No. 27 of 1949, as amended, as created in said Deed of Transfer No. T 7937/1984, namely:-

8.1 Except with the consent of the Administrator, the Lot shall not be used for other than residential purposes.

8.2 No semi-detached house, tenement house, boarding house, hotel or block of residential flats and nor more than one dwelling house together with such outbuildings as are ordinarily used in conjunction therewith, shall be erected on the lot without the consent of the Administrator. Upon registration of title of any subsequent subdivision of the said lot, which shall have been approved by the Administrator, this condition shall lapse, in respect of such subdivision and thereafter shall apply to the remainder only

8.3 No building whatsoever, unless permitted under exceptional circumstances and in writing by the local authority, shall be erected on the lot within a distance of 7,62 metres from any boundary abutting on a street, or within a distance of 1,83 metres from any other boundary.

8.4 The Local Authority shall, without compensation, have the right to erect, lay and maintain electric wires and/or water supply piping over or under the Lot along any boundary thereof other than a road frontage and within a distance of 1,83 metres from such boundary and shall have reasonable access thereto for the purpose of maintenance, removal or extension.



The rights conferred by this condition shall be exercisable by any local authority or other body or person legally authorised to supply electric current or water for the benefit of the inhabitants of the township.

If the owner be aggrieved by the unreasonable exercise of these rights, he shall have the right of appeal to the Administrator, whose decision shall be final.

- 8.5 The local authority shall, without compensation, have the right to construct and maintain sewers and drains over or under the Lot along any boundary thereof other than a road frontage and within a distance of 1.83 metres from such a boundary and shall have reasonable access thereto for the purpose of maintenance, removal or extension, and the owner of the Lot shall, without compensation, be obliged to allow the sewerage and drainage of any other Lot or street to be conveyed along such sewers and drains; provided that if the owner of the Lot be aggrieved by the unreasonable exercise of these rights he shall have the right of appeal to the Administrator whose decision shall be final
- 8.6 The owner of the Lot shall, without compensation, be obliged to permit such deposit of material of excavation on the Lot as may, in connection with the formation of any street in the township and owing to difference in level between the Lot and the street be deemed necessary by the local authority, in order to provide a safe and proper slope to the cut and fill commencing from the boundary of the Lot, unless he shall elect, at his own cost, to build a retaining wall.
- 8.7 Where two more Lots, or portions thereof subject to similar conditions imposed at the instance of the Administrator are consolidated, such conditions shall apply to the consolidated areas as a whole.
- 8.8 Subject to a drainage servitude 6,10 metres wide along and evenly disposed on either side of the natural stream channel transversing the lot represented by the figure F a b d on Subdivision Diagram SG No. 2361/1999 reserving to the local authority, the right to use such channel for drainage purposes and the right of access thereto for the purpose of maintenance and betterment.
9. Subject to a Drainage Servitude 2 metres wide running immediately along and parallel to the entire length of the northern boundary lettered A B on Diagram SG No. 3395/1983, from the boundary lettered A C to the boundary lettered B C D in favour of the Salt Rock Beach Estates (Proprietary) Limited. The rights conferred upon the said Salt Rock Beach Estates (Proprietary) Limited in terms hereof shall be subject to any existing servitudes or any real rights held by any person or local authority who is not a party to this servitude as created in Deed of Transfer No. T 7937/1984.
10. Subject to a Road Servitude as represented by figure h B C e f g on Diagram SG No. 2360/1999 in favour of the Salt Rock Beach Estates (Proprietary Limited in favour of Remainder of Erf 404 Salt Rock, as created in Certificate of Registered Title No. T 36605/04

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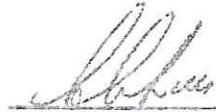
11. With the benefit of a Road Servitude over the Remainder of Erf 646 Salt Rock lettered e C J on Diagram No. 2361/1999, as created in Certificate of Registered Title No. T35008/04.

WHEREFORE the Appearer, renouncing all the right and title which the said **STEPHEN HUGO** and **JENNIFER HUGO** 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. **GLENN ROBERT HARRIS** and 2. **ELZA TESSA BRAUNSWICK**, their heirs, executors, administrators 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 of the property hereby transferred to be the sum of **R590 000.00 (FIVE HUNDRED AND NINETY THOUSAND RANDBS)**.

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

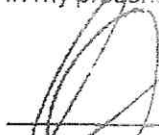
THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at PIETERMARITZBURG on

2006-11-29



q.q. Signature of Appearer

In my presence:



Registrar of Deeds

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