

Stadler & Swart Prokureurs  
Doneralestraat 3  
George  
6530

Opgestel deur my

TRANSPORTBESORGER  
Bruwer F S

<b>FEE</b>
R. 500,00

<b>VERBIND</b>	<b>MORTGAGED</b>
VR FOR R 800 000,00	
B000105686 / 2004	
14 DEC 2004	REGISTRATEUR/REGISTRAR

T 000123832 / 2004
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## TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

JANINE FOUCHÉ

voor my verskyn het REGISTRATEUR VAN AKTES, te KAAPSTAD, hy die genoemde komparant synde behoorlik daartoe gemagtig deur 'n Volmag aan hom verleen deur

**SCHMIDT-BOU ONTWIKKELINGS BK**  
Nr. 1990/025614/23

geteken te GEORGE op 10 September 2004

<b>DATA / CAPTURE</b>
11 JAN 2005
<b>DATA / VERB</b>
19 JAN 2005
<b>VAN JAAREVEI</b>

En genoemde Komparant het verklaar dat sy prinsipaal, op 6 Augustus 2004, waarlik en wettiglik verkoop by Privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby sodeer en transporteer aan en ten gunste van

**MONTAGU PROPERTY INVESTMENTS CC**  
**Nr. 1985/006079/23**

diese Opvolgers in titel of Regverkrygendes,

**1. ERF 292 SEDGEFIELD, IN DIE MUNISIPALITEIT EN AFDELING VAN KNYSNA, PROVINSIE WES-KAAP;**

**GROOT 868 (AGT HONDERD AGT EN SESTIG) Vierkante Meter**

**AANVANKLIK OORGEDRA** kragtens Transportakte Nr. T 819/1950 met Kaart Nr. 9114/49 wat daarop betrekking het en gefolus kragtens Transportakte T1957/1994

**A. ONDERHEWIG** aan die voorwaardes waarna verwys word in gemelde Transportakte Nr. 819/1950.

**B. ONDERHEWIG VERDER** aan die volgende spesiale voorwaardes vervat in gemelde Transportakte Nr 819/1950 vir die voordeel van "SEDFIELD INVESTMENTS (PROPRIETARY) LIMITED" naamlik :-

1. The Transferee shall not be entitled to claim against the Transferors as owner of the remaining extent for the time being of the Sedgfield Township and/or the farm Sedgfield for any consideration or compensation or be entitled to make any claim whatever in respect of the construction, erection or maintenance of any gates or fences which may at present exist on the boundary line of any lot or lots purchased or which may in future be erected by the Transferee on the boundary line of such land, provided, however, that the said Transferee shall not be debarred from claiming in this regard from any purchaser of a lot other than the said Transferors.
2. The Transferee shall be obliged to observe uniformity in respect of the fencing line of any fence that may abut on any road, pathway, open space or property of the Transferors and to maintain all boundary fences on the lot in good order and repair.
3. The Transferors shall be entitled to enforce proper sanitation and cleanliness upon the Transferee in respect of the property hereby sold and may make and enforce all such regulations as the Transferors shall see fit to that end, provided that such regulations shall not require anything in excess of that which a Village Management Board or other like local authority might require. In the event of the Transferee failing to conform to the requirements of the Transferors, they may carry out such work or do such acts which may be necessary to ensure such sanitation and cleanliness and shall be entitled to recover the costs of such from the Transferee.

4. The Transferee shall not be entitled to erect any corrugated iron fence or screen on this lot without the written consent of the Transferors first had and obtained.
5. No boarding house or hotel shall be erected on this lot nor shall the lot or any building thereon be used for the purpose of a boarding house without the written permission of the Transferors first had and obtained.
6. Burial of night soil on this lot is forbidden.
7. No building shall be erected on this lot within 4,72 metres of any street line which forms the boundary of the lot save where the transferors shall have in writing permitted otherwise. No building shall be erected within 1,57 metres of any adjoining lot, provided that this restriction shall not apply to the common boundary of lots held by one Transferee. No more than 2/3rds of any lot sold shall be built upon.
8. Not more than one dwelling house, together with the necessary outbuildings and appurtenances may be erected on any one plot in the Township. No flats or tenement houses may be erected on any lot.
9. The Transferee shall not use or suffer to be used the property sold or any portion thereof or any buildings or erections thereon for the purpose of advertising or displaying any advertisement except first having received written permission from the Transferors.
10. ....
11. This lot shall not be used for the carrying on of any offensive unhealthy or dangerous trade as described in the Cape Municipal Ordinance of 1912 or any amendments thereto.
12. This lot shall not be subdivided without the written consent of the Company.
13. The Transferee shall be obliged to allow the drainage and sewerage of any other lot or lots to be conveyed over the lot hereby sold if deemed necessary by any Local Authority as may hereafter be established, and in such manner and in such position as may from time to time be required by such Local Authority.
14. The Transferors and their successors in title shall be entitled to assign or delegate all or any of the rights conferred by virtue hereof to and in favour of any Local Authority which may hereafter be constituted or established in respect of the whole or any part of the Sedgefield Township.
15. The terms "TRANSFERORS" and "TRANSFEE" in these conditions shall be deemed to include the heirs, executors, administrators, assigns or successors in title of the Transferors and Transferee.

(Die Transportgewers waarna verwys word hierbo synde "SEDFIELD HOLDINGS (PROPRIETARY) LIMITED).

2. ERF 293 SEDGEFIELD, IN DIE MUNISIPALITEIT EN AFDELING VAN KNYSNA, PROVINSIE WES-KAAP;

GROOT 868 (AGT HONDERD AGT EN SESTIG) Vierkante Meter

AANVANKLIK OORGEDRA kragtens Transportakte Nr. T 819/1950 met Kaart Nr. 9115/49 wat daarop betrekking het en gehou kragtens Transportakte Nr.T1957/1994

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in gemelde Transportakte Nr 819/1950.
- B. **ONDERHEWIG VERDER** aan die spesiale voorwaardes vervat in gemelde Transportakte Nr 819/1950 vir die voordeel van "SEDFIELD INVESTMENTS (PROPRIETARY) LIMITED", soos meer volledig uiteengesit in paragraaf 1.B. Nos 1 - 15 hierbo.

19 en 11 - 15

3. ERF 294 SEDGEFIELD, IN DIE MUNISIPALITEIT EN AFDELING VAN KNYSNA, PROVINSIE WES-KAAP;

GROOT 847 (AGT HONDERD SEWE EN VEERTIG) Vierkante Meter

AANVANKLIK OORGEDRA kragtens Transportakte Nr. T 819/1950 met Kaart Nr. 9116/49 wat daarop betrekking het en gehou kragtens Transportakte Nr.T1957/1994

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in gemelde Transportakte Nr 819/1950.
- B. **ONDERHEWIG VERDER** aan die spesiale voorwaardes vervat in gemelde Transportakte Nr 819/1950 vir die voordeel van "SEDFIELD INVESTMENTS (PROPRIETARY) LIMITED", soos meer volledig uiteengesit in paragraaf 1.B. Nos 1 - 15 hierbo.

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WESHALWE die komparant afstand doen van al die regte en titel wat

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voorteen op genoemde eiendom gehad het, en gevolglik ook erken het dat dit geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde

**MONTAGU PROPERTY INVESTMENTS CC Nr. 1985/006079/23**

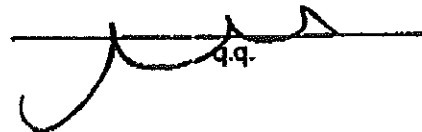
diese Opvolgers in titel of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken dit dat die verkoopprijs die bedrag van R1 600 000,00 (Een Miljoen Ses Honderd Duizend Rand) beloop.

TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die  
Komparant hierdie Akte onderteken en dit met die ampseel bekragtig het.

Onderteken, verty en met die ampseel bekragtig op die kantoor van die  
Registrateur van Aktes te Kaapstad op 14 Desember 2004

In my teenwoordigheid

  
REGISTRATEUR VAN AKTES

  
d.g.



