

Stadler & Swart Attorneys Prokureur/Attorney
TEL: 044 - 8714400

DEED OF TRANSFER

in favour of

MONTAGU PROPERTY INVESTMENTS (PROPRIETARY) LIMITED

over

ERF 311 SEDGEFIELD

Stadler & Swart

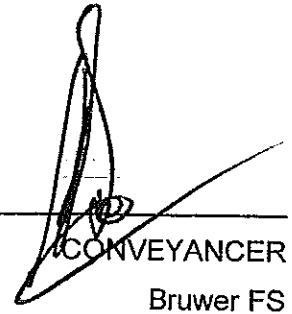


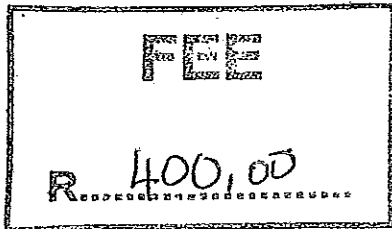
PROKUREURS · ATTORNEYS

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Prepared by me


CONVEYANCER
Bruwer FS



DEED OF TRANSFER

000057151 / 2007

BE IT HEREBY MADE KNOWN THAT

JANINE FOUCHÉ

DATA / VERIFY

22 AUG 2007

OLIVIER Y

appeared before me, REGISTRAR OF DEEDS, at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at MOSSELBAY on 10 MAY 2007 granted to him by

1. ADRIENNE MARGARET PERAL
Identity Number 700525 0053 08 1
Unmarried

DATA / CAPTURE

21 AUG 2006

WILLIS I

2. **GISELLE ANN TERBLANCHE**
Identity Number 720710 0268 08 9
Married in community of property which property is excluded from the community of property
3. **LYNETTE JANE RAW**
Identity Number 760122 0097 08 1
Unmarried

And the appearer declared that his said principal had, on 24 April 2007, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

MONTAGU PROPERTY INVESTMENTS (PROPRIETARY) LIMITED
No. 2005/030305/07

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

ERF 311 SEDGEFIELD IN THE MUNICIPALITY AND DIVISION OF KNYSNA
WESTERN CAPE PROVINCE;

IN EXTENT 847 (EIGHT HUNDRED AND FORTY SEVEN) SQUARE
METRES

FIRST TRANSFERRED by Deed of Transfer No. T 820/1950 with Diagram
SG No. 8440/1949 relating thereto and held by Deed of Transfer No.
T38446/2003

- A. SUBJECT to the conditions referred to in Deed of Transfer No. T820/1950.
- B. SUBJECT to the following special conditions contained in Deed of Transfer No. T820/1950 being the conditions of sale of the property and in favour of the company Sedgefield Investments (Proprietary) Limited as defined in Clause 16, namely:-

- "1. The Transferee shall not be entitled to claim against the Transferors as owner of the remaining extent for the time being of the Sedgefield Township and/or the farm Sedgefield 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 shall not be debarred from claiming in this regard from any prucahser 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 requirement 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 buildings 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. Not more than 2/3rds of any Lot 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. This property shall not without the written consent of the Transferors be used for other than residential and/or agricultural and/or horticultural purposes, and all trading rights thereon shall be and are hereby reserved to the Transferors.
11. This Lot shall not be used for the carrying of any offensive, unhealthy or dangerous trade as defined in the Cape Municipal Ordinance of 1912 or any amendments thereto.
12. This Lot shall not be sub-divided without the written consent of the Transferors.
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 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 "Transferee" in these conditions shall be deemed to include the heirs, executors, administrators, assigns or successors in title of the Transferors and Transferee."



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

1. **ADRIENNE MARGARET PERAL, Unmarried**
2. **GISELLE ANN TERBLANCHE, Married in community of property which property is excluded from the community of property**
3. **LYNETTE JANE RAW, Unmarried**

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

MONTAGU PROPERTY INVESTMENTS (PROPRIETARY) LIMITED
No. 2005/030305/07

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 R770 000,00 (SEVEN HUNDRED AND SEVENTY 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.

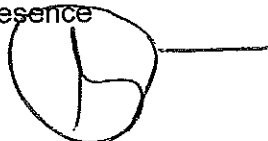
THUS DONE and EXECUTED at the Office of the Registrar of Deeds at Cape Town
on

19 JUL 2007

2007

q.q.

In my presence



REGISTRAR OF DEEDS

