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DATE—DATUM	OPERATEUR
1982-04-07	

1736

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OPRENEEM/ENTERED	DATUM/DATE	OPERATEUR/OPERATOR
	13-4-82	gg
VERTAAL/VERIFIED	ds	gg

T 10620 1982

5978

Deed of Transfer

BY VIRTUE OF A POWER OF ATTORNEY

WATKIN & KAPLAN
Attorneys, Notaries & Conveyancers,
508, Fairbairn House,
140, St. George's Street,
CAPE TOWN.

Prepared by me,

Conveyancer

KNOW ALL MEN WHOM IT MAY CONCERN

That

AVROM IAN ALLEN KAPLAN

appeared before me, Registrar of Deeds at CAPE TOWN, he being duly
authorised thereto by a Power of Attorney, executed at CAPE TOWN
on the 25th day of January, 19 82
by

ANGELO RADAEELLI

(born on 7th January, 1944)

which power, witnessed in accordance with law, was exhibited to me on this day. And the
Apparitor declared that his said Principal had truly and legally sold on
11th September, 1981, and that He in his capacity as attorney
aforesaid

BLADSY/PAGE 13
 ENDOSSEMENT OP 10620
 ENDORSEMENT ON 182
 EIENDOM/PROPERTY Ej 2370
Hout Bay

B. 7174 /1982
 VERBIND MORTGAGED 23-3-1982
 vir R. 65 000,00 (met preferensie)
 for (with preference)
 vir 'n verder bedrag nie te bogaande
 for an additional amount not exceeding
 R. 16 250,00
 Akteekantoor Deeds Office
 KAAPSTAD/CAPE TOWN

BC 44157-87 /19....
 CANCELLED
 GEKANSELLEER
 REGISTRAR
 REGISTRATEUR
 1987-10-16

VERBIND	MORTGAGED
VIR FOR R. <u>2 300 000,00</u>	
B	
REGISTRATEUR/REGISTRAR	

Re-endorsed on pg 16

VIR ENDOSSEMENTE KWK BLADSY
 FOR ENDORSEMENTS SEE PAGE 14 ET SEQ.

aforesaid did by these presents, cede and transfer, in full and free property to and on behalf of

FRANCIEN JOHANNA DE RIDDER

(born Stoffberg on the 25th August, 1953)

married out of community of property to

CAREL DE RIDDER

(ANC. Ref. HX2220/1981)

M.P. Excluded

-WHITE GROUP-

Her Heirs, Executors, Administrators or Assigns

CERTAIN piece of redeemed quitrent land being
Erf 2370 Hout Bay, in the Local Area of Hout Bay,
Division of the Cape

MEASURING: One Thousand Two Hundred and Eight
(1208) Square Metres

EXTENDING AS the Deed of Partition Transfer
with Diagram No. 4070/1970 annexed, made in
favour of Sunset Rocks (Proprietary) Limited
No. 32008 dated the 5th November, 1970, and
lastly held by the Appearer's Principal by Deed
of Transfer No. 32012 dated the 5th November,
1970.

I. SUBJECT to the conditions referred to
in Deed of Partition Transfer No. 32008 dated
5th November, 1970

II. SUBJECT FURTHER AND ENTITLED to the benefit
of the following special conditions
mentioned in Deed of Transfer No. 8489
dated 4th October, 1935:-

"The Transferees and their successors in
title to the land hereby conveyed shall
be entitled to all the water to which
the Appearer's Principal as the registered

owner/....

WHITE GROUP
BLANKE GROEP

[illegible]

CANCELLED
GEKANSELLEER

REGISTRAR
REGISTRATEUR

VERBOD
MORTGAGED

via _____ (not preferred)
for Ft. _____ (with preference)

vir 'n verder bedrag nie te begaande
for an additional amount not exceeding

R 2500,00

P.S. Bk
P.R. Bk

**Akteskantoor,
Deeds Office,
Kaapstad.
Cape Town.**

~~Act.~~ - Registrateur / ~~Act.~~ Registrar

1983-06-16

FOR FURTHER ENDORSEMENTS SEE
VIA VERDERE ENDOSSEMENTE SIE

P. 15

owner by Deed of Transfer dated 25th February, 1921, No. 1591, of certain piece of land being the remaining extent of certain piece of redeemed quitrent land being Lot No. 1130 situate at Hout Bay in the Cape Division, measuring ~~27.1364~~^{27.1364} Hectares, ~~4782 Square~~⁴⁷⁸² Metres, may be entitled to, and as may arise on the said property and flow into the "water course" on the said property as shown in DOTTED LINES on the Diagram marked A.3718/1931 attached to the Notarial Deed of Servitude dated 28th November, 1931, annexed to Deed of Transfer No. 1591/1921 as well as to all such water as may in its natural course collect and flow down in the said water course marked in DOTTED LINES on the Diagram aforesaid on the said property hereby conveyed. The transferees and their successors in title shall be further entitled to a site and build a reservoir in the said water course at the point marked OLD RESERVOIR on the said Diagram and shall have the right to collect such water in the said reservoir and to lead such water by means of pipes or otherwise from such reservoir to the property hereby conveyed. The reservoir so to be constructed shall be on the site marked OLD RESERVOIR on the aforesaid diagram and shall extend not more than 9.45 metres up the water course and 5.35 metres across the same, measured horizontally, and the height of the walls of the reservoir shall not exceed 1.89 metres from the ground level. The Transferees and their successors in title shall also have the right of access to and egress from the said reservoir and water course for the purpose of constructing and maintaining the said reservoir and preventing pollution of the water in the said basin".

III. SUBJECT FURTHER AND ENTITLED to the benefit of the conditions referred to in the Endorsement dated 30th October, 1942, on Deed of Transfer No. 8489 dated 4th October, 1935, which endorsement reads as follows:-

"Remainder.

Registration of Servitude.

By Transfers No. 12849 dated 30.10.1942, 2674

dated/....

BLADSY/PAGE 15
ENDOSSEMENT OP
ENDORSEMENT ON T106 20 / 82
EKENDOM/PROPERTY Lot 2370
Hout Bay

BC.44159.18719.....
CANCELLED
GEKANSELLEER
REGISTRAR
REGISTRATEUR
1987-10-16

B 38225/84
VERBIND
MORTGAGED
1984-09-14
vir R. 25 000,00 (met preferensie)
for R. 25 000,00 (with preference)
vir 'n verdere bedrag nie te bogaande
for an additional amount not exceeding
R. 6 250,00
Akteurantoor,
Deeds Office,
Kempston,
Cape Town.
Asst.-Registrar/Asst. Registrar.

B 54124.87
1987-10-16

VERBIND
MORTGAGED
vir R. 120 000,00 (met preferensie)
for R. 120 000,00 (with preference)
vir 'n verdere bedrag nie te bogaande
for an additional amount not exceeding
R. 18 000,00 P.R. Dr.
Akteurantoor,
Deeds Office,
Kempston,
Cape Town.
Asst.-Registrar/Asst. Registrar.

BC 25457199
GEKANSELLEER
CANCELLED
J. Buschop
REGISTRATEUR/REGISTRAR
10 06.99

See page 16.

dated 3.3.1944, 12236 dd. 31.8.1944, 14444 - 14446 dd. 14.10.1944, 16867 dd. 30.11.1944, the property thereby conveyed has been made subject to certain conditions enforceable by the owner of the land held hereunder relating to (a) Restraint on erection of any Hotel or holding of liquor licence or conducting any retail or wholesale Dealers business or any trade, industry, cafe, dairy or similar business without the written consent of the owners of the remainder held hereunder. (b) reservation of water rights save from authorised wells or boreholes to the owner of the remainder (c) the right to lay, erect and maintain pipes, telegraph, telephone or electric wires over the property (d) right of access for maintenance repair, etc., as will more fully appear on reference to the said transfer."

IV. SUBJECT FURTHER AND ENTITLED to the following special conditions contained in Deed of Transfer No. 4831 dated 18th April, 1945, imposed by David Pieter de Villiers, Stirling Graham Low, Nico George Schneider, Johan Frederick Kirsten, Leslie Cornelius Abrahamse Palmer, George Ferdinand Bernack, Francois Johannes Joubert Kirsten, Constantine John Papageorgi and Hector Toms, trading in co-partnership in equal shares as Llandudno Estate, being the Transferors in Deed of Transfer No. 4831 dated the 18th April, 1945, namely:-

- A. The transferee obtains all the rights under and are subject to all the provisions of all the conditions mentioned or referred to in and by endorsements on Deed of Transfer No. 8489/1935.
- B. The following rights are granted to the Transferee and its successors-in-title;
 - (a) The sole right to apply for and/or hold an Hotel Liquor Licence in respect of any premises now or in future

erected/...

-16.-

B 77362190

VERBIND MORTGAGED 21 12 90
vir R 191 100,00 {met preferensie / with preference
vir 'n verder bedrag nie te hoër as R 28 700,00
for an additional amount not exceeding
akteskantoor Deeds Office Kaapstad Cape Town

This bond ranks pari passu with B 54124/87.

BC 25458199
GEKANSELLEER CANCELLED
Jabuschke
REGISTRATEUR REGISTRAR

10 08 1999

VERBIND MORTGAGED
VIR FOR R 2 300 000,00
B 000025195 / 2008
15 APR 2008
REGISTRATEUR REGISTRAR

erected on the remainder of the land held by the Transferors under Transfer No. 8489/35, hereinafter called the said remainder, and no present or future proprietor of the said remainder or any part thereof shall have the right to erect any Hotel or to hold any Liquor Licence in respect of any premises thereon until after the written consent of the Transferee or its successors in title to the erection of such hotel or application for such licence shall have been obtained, nor shall any Retail or Wholesale Dealers business or any trade, or any industry or any cafe or any dairy business or any similar occupation be conducted on this land or in any buildings thereon without the like previously obtained consent.

- (b) The sole right to all water arising on or flowing over the said remainder, save and except such water as may be obtained by the registered owner of the said remainder or any part thereof from wells or boreholes sunk thereon with the prior permission of the transferee or its successors.
- (c) The right at all times to lay and to maintain pipes for the conduct of water under the said remainder, and to erect, to pass and maintain telegraph, telephone and/or electric wires over such remainder, and to erect poles thereon for the support of such wires and to affix any wires to any building or erection thereon provided that they shall not be affixed at less than 3,05 metres from the ground.
- (d) The right of access to any water pipes and/or wires laid or erected by the transferee across the said remainder for the purpose of maintaining, repairing, removing or extending the same and the right further to do whatever shall be desirable or necessary to improve and make

convenient/....

convenient to the inhabitants of any township the amenities to be supplied by means of such pipes and wires.

C. The rights of ownership of the transferors as owners of the remainder of Erf 1301 Houtbaai and their successors are hereby further restricted as follows:-

- (b) No buildings shall be erected on the remainder of any portion thereof within 3.78 metres of the line of the road on which they abut and no outbuildings shall be erected thereon within 7.87 metres of nearest road.
- (c) Until such time as a local authority having in law the power to prohibit the erection of authorised buildings shall have been established with jurisdiction over the said remainder no building may be erected thereon until the plan of such building has been approved by the transferee or its successors in title. No temporary bungalows or wood and iron structures or tents may be erected on the said remainder without the permission of the transferee, and all buildings which may at any future date be erected on the said remainder, shall be constructed of stone or brick or cement blocks or concrete.
- (d) The Transferors or their successors in title shall not have the right to quarry stones or make bricks on the said remainder except for the purpose of and use in the buildings in course of erection thereon for which they shall first obtain written consent of the transferee."

V. SUBJECT FURTHER to the conditions contained in Deed of Partition Transfer No. 32008 dated 5th November, 1970, imposed by the Administrator of the Cape of Good Hope in terms of the Townships Ordinance No. 33 of 1934, when approving of the establishment of

Hout/....

Hout Bay Township Extension No. 12, namely:-

1. Any words and expressions used in the following conditions shall have the same meaning as may have been assigned to them by the regulations published under Provincial Notice No. 383 dated 13th June, 1958.
2. In the event of a Town Planning Scheme or any portion thereof applying or being made applicable to this erf, any provisions thereof which are more restrictive than any conditions of title applicable to this erf shall take precedence. Furthermore, nothing in these conditions shall be construed as overriding the provisions of Section 146 of Ordinance No. 15 of 1952, as amended.
3. The owner of this erf shall without compensation be obliged to allow electricity and water pipes and mains and the sewage and drainage, including stormwater of any other erf or erven inside or outside this township to be conveyed across this erf, if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required, this shall include the right of access to the erf at any reasonable time in order to construct, maintain, alter, remove or inspect any sewer, manhole, channel, conduit or other works pertaining thereto.
4. The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority.
5. No building on this erf shall be used or converted to use for any purpose other than that stipulated in these conditions.

6./....

6. This erf shall be subject to the following further conditions, provided that where, in the opinion of the Administrator, after consultation with the Townships Board and the local authority, it is expedient that the restriction in any such condition should at any time be suspended or relaxed, he may authorise the necessary suspension or relaxation subject to compliance with such conditions as he may impose:-

- (a) it shall not be subdivided;
- (b) it shall be used only for the purpose of erecting thereon one dwelling together with such outbuildings as are ordinarily required to be used therewith;
- (c) not more than one-third of the area thereof shall be built upon;
- (d) no building or structure or any portion thereof, except boundary walls and fences, shall be erected nearer than 6.30 metres to the street line which forms a boundary of this erf, nor within 3.15 metres of the rear or 1.57 metres of the lateral boundary common to any adjoining erf, provided that with the consent of the local authority an outbuilding not exceeding 3.05 metres in height measured from the floor to the wall plate, may be erected within the above prescribed rear space and within the above prescribed lateral space for a distance of 9.45 metres reckoned from the rear boundary. On consolidation of any two or more erven, this condition shall apply to the consolidated area as one erf;
- (e) notwithstanding the provisions of condition (d) above, a garage intended as an adjunct to the dwelling may, where the slope of the erf up from the level of the abutting street is such that in the opinion of the local authority it cannot reasonably be sited at a

distance/...

distance of 6.30 metres from the street line, be erected at such lesser distance therefrom as the local authority may approve, provided that not more than 50 per cent of the cubic measure of such garage may project above natural ground level and that in no event shall any such garage be erected at less than 1.41 metres from the street line.

VI. SUBJECT FURTHER to the conditions contained in Deed of Partition Transfer No. 32008 dated 5th November, 1970, imposed in favour of A.D.P. INVESTMENTS LIMITED (therein referred to as the Transferor) upon the partition of the property hereby conveyed as the owner of the remaining extent of Hout Bay Township Extension No. 12 under Deed of Partition Transfer No. 32009 dated 5th November, 1970, and binding upon the said Transferee and its Successors in Title, namely:-

1. The Transferor shall not be liable, save as laid down by lawful authority, to make, maintain, repair or keep in order any roads, drains or other works insofar as the property hereby conveyed is concerned.
2. Drawings and specifications of all buildings and of any additions or alterations thereto to be erected on the property hereby conveyed shall be submitted to the transferor before the commencement of any building operations. No building operations whatever shall be commenced on the property hereby transferred unless and until the Transferor shall have given its approval to the drawings, specifications and location

pertaining/....

pertaining thereto, and all buildings, additions or alterations shall be constructed in strict accordance with the drawings and specifications as approved.

3. Should any building be erected or any addition or alterations be made to any existing building in breach of these provisions or should any building suffer damage such as to leave it in breach of these provisions, the Transferor may, without prejudice to any remedy by way of interdict or otherwise, call on the Transferee to demolish such buildings or addition or to restore the building to its original state, and in default of such demolition or restoration by him/her may itself undertake the demolition or restoration at the expense of the Transferee. The dwelling house exclusive of the necessary outbuildings to be erected on the property hereby transferred shall be of a value of not less than R6 000,00 as assessed by the Transferor, or such lesser amount as the Transferor may in its discretion determine having regard to the size and situation of the property hereby transferred.
4. The roofs of all buildings to be erected on the property hereby transferred, shall, except otherwise with the permission in writing of the Transferor, be covered with slates, tiles or shingles to be approved by the Transferor.
5. The property hereby transferred shall at all

times/...

times be kept well and sufficiently clean and in a tidy condition to the reasonable satisfaction of the Transferor and in particular no sand, gravel, stones, building or other materials shall be brought or deposited upon the property hereby transferred unless it be in connection with the making of a garden or the erection of any buildings on the property hereby transferred, which garden and/or buildings shall be commenced within three (3) months thereafter, and completed with the least possible delay.

6. No wood and/or iron buildings of any description or buildings of unburnt clay bricks shall be erected upon this erf. The erf shall be kept neatly fenced and the fences shall be kept in proper repair at all times by the Transferee. Neither the Transferee nor any other person shall have the right to erect or cause or permit to be erected on the property hereby transferred any hoarding or signboards for advertising purposes.

WHEREFORE/.....

Wherefore the Appearer in his said Capacity, renouncing all the right and title the said

TRANSFEROR

heretofore had to the premises, did, in consequence also acknowledge the said

TRANSFEROR

to be entirely dispossessed of, and disentitled to the same; and that by virtue of these presents, the said

TRANSFeree

His Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto conformably to local custom; State, however, reserving its rights; and finally acknowledging the said

TRANSFEROR

to be satisfactorily paid the whole of the purchase money amounting to the sum of R28 000,00 (TWENTY-EIGHT THOUSAND RAND)

In Witness whereof, I, the said Registrar, together with the Appearer q.q. 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, in CAPE TOWN on the 23rd day of MARCH in the Year of our Lord, One Thousand Nine Hundred and Eighty-two (1982)



q.q.

In my presence,

Registrar of Deeds

Mortgage Endorsements
(if any) at head of Deed

Registered in the ERVEN
Register of HOUT BAY
Book Folio 2370
Clerk in Charge.