

Couzyn Hertzog & Horak  
321 Middel Street  
Brooklyn  
Pretoria

Prepared by me

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**CONVEYANCER**  
**MARAIS JJ**

## DEED OF TRANSFER

**BE IT HEREBY MADE KNOWN THAT**

**JACOBUS JOHANNES MARAIS**

appeared before me, REGISTRAR OF DEEDS at Pretoria, he the said Appearer being duly authorised thereto by a Power of Attorney signed at PRETORIA on and granted to him by

**UNIQON WONINGS (EIENDOMS) BEPERK**  
**1999/001441/07**

*GhostConvey 11.4.2.1*

And the Appearer declared that his said principal had truly and legally sold on and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

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

**ERF** situate in the township **WILLOW PARK MANOR**  
**EXTENSION 65**, Registration Division J.R., Province GAUTENG

MEASURING SQUARE METRES

AS WILL APPEAR from General Plan SG Number 6154/2008, and held by Certificate of Registered Title Number T.

SUBJECT to the following conditions :-

- A. 1. The said MAY LYDIA STRUBEN (Born COLE), widow (hereinafter called the "seller") reserves to herself by virtue of Certificate of Mineral Rights no. 737/1925-S, dated 4<sup>th</sup> November 1925, issued in terms of Section 41 of Act no. 13 of 1918, all rights to minerals, mineral products and metals, precious stones and lime deposits on or under the land hereby transferred, as also all rights which in terms of the Gold Laws are or may be allotted to the freehold owners, arising from rights to minerals, claims and mynpachts, together with the right for prospecting purposes. In the event of the transferee suffering any direct loss or damage to the surface of the property hereby transferred by reason of the mining operations of the Seller, her successors or assigns, the Seller, her successors or assigns, shall be responsible for such loss or damage, and shall pay to the transferee compensation for such loss or damage, provided that if the amount to be paid shall be not mutually agreed upon between the Seller, her successors or assigns, and the transferee, the amount of compensation shall be fixed by two

*GhostConvey 11.4.2.1*

competent arbitrators, one of whom shall be chosen by the Seller, her successors or assigns, and the other by the transferee, and such arbitration proceedings shall in all cases be governed by the Arbitration Ordinance (Transvaal) 1904, or any amendment thereof, or any act passed hereafter in substitution thereof.

2. Subject further to the conditions that the Seller, her successors or assigns, shall at all times hereafter be entitled to call upon the transferee, his successors or assigns, to take cession of all or any of the rights hereby reserved to the Seller, without cost to the transferee, except costs of cession, including transfer and stamp duty, which he or they shall pay, and after notice to the effect given to the transferee, his successors or assigns, the latter shall refund the Seller, her successors or assigns, any rates or taxes which may be levied on any of such rights after notice given.

B. Subject to the following conditions imposed by the City of Tshwane Metropolitan Municipality in terms of the Provisions of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986):- (Except erven 563, 564, 562, 565, 566, 567, 568, 569 & 570 – POA erven)

- (a) The erf shall be subject to a servitude, 2 metre wide, for municipal services (water, sewer, electricity and stormwater) (hereinafter referred to as "the services"), in favour of the Section 21 Company, along any two boundaries, except in respect of a street boundary : provided that the Section 21 Company may waive any such servitude.
- (b) No buildings or other structure may be erected within the aforesaid servitude area, and no trees with large roots may be planted within the area of such servitude or within a distance of 2 metre from it.
- (c) The said Section 21 Company shall be entitled to temporarily deposit on the land adjoining the aforesaid servitude, any material it excavates during laying, maintenance or removal of such services and other works which in its discretion it regards necessary, and furthermore the said Section 21 Company shall be entitled to reasonable access to the said property for the aforesaid

purpose, subject to the provision that the said Section 21 Company shall make good any damage caused during laying, maintenance or removal of such services and other works.

(d) *ERVEN 563 & 564 – oorgedra aan die Art. 21 MPY*

(d) *ERVEN 438 to 562 and ERVEN 565 to 570* - The erven are entitled to a Servitude of Right of Way across over Erven 563 and 564.

(e) *ERVEN 438 to 568* – The erven are entitled to a Servitude of Right of Way over Erven 569 and 570.

(f) *ERVEN 455 to 472 and 568* - The erven are subject to a sewer servitude, 3 metre wide, as indicated on the General Plan, in favour of the City of Tshwane Metropolitan Municipality.

(g) *ERVEN 438 to 562* – Upon transfer, the owner of each erf must automatically become a member of the Section 21 Company, and remain a member until he or she ceases to be the registered owner of that erf, which condition must be included in the title deed of the portion.

C. AND SPECIALLY SUBJECT to the following conditions imposed by the SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED in terms of the National Roads Act of 1971, as amended :- (*erven 445 / 449, 454, 455, 464 – 472, 521, 522, 565, 566 & 568*)

- (a) No structure or other thing (including anything which is attached to the land on which it stands even though it does not form part of that land) shall be erected, laid or established on the land without the written approval of SANRAL within a distance of 20 metres measured from the N\$ as well as from Road P154-1 (K22/R104) road reserve boundary.
- (b) SANRAL will not be held liable for any damage or diminishment in value of the property arising out of any impact the development hereby approved may have on existing storm water drainage on

the property. SANRAL hereby reserves its right to impose any conditions in this regard that it deems reasonable in the circumstances.

- (c) SANRAL will not be held liable should it be found at any future time that noise emanating from the road presents a problem for the development adjacent to the road and therefore either the developer, land owner or Local Authority, will be liable for taking such steps as may be necessary to reduce the noise complained off.

D. SPECIALLY SUBJECT to the following conditions imposed by the Transferor, UNIQON WONINGS (EIENDOMS) BEPERK in favour of the N4 GATEWAY PROPERTY OWNERS ASSOCIATION (an Association incorporated under Section 21) (Number 2008/021151/08) (hereinafter referred to as the "P O A") :-

1. The Purchaser shall on registration of the property into his name become a member of N4 GATEWAY PROPERTY OWNERS ASSOCIATION, and the Purchaser acknowledges that it is a material term that all the owners of erven in the Township shall become members of the P O A (the Purchaser acknowledging that he/she/it is fully acquainted with the provisions of the Memorandum and Articles, and that the Purchaser's tenants, where relevant, shall be obliged to comply with the Memorandum of Articles, and the Rules.
2. Membership of the P O A is obligatory for so long as the Purchaser is the owner of the Property.
3. The owner of each erf in the Property (including any subdivision thereof or interest therein or any Sectional Title Unit established in terms of the Sectional Title Act, no 95 of 1986, as amended), shall become and remain a member of the P O A and be subject to the Memorandum of Articles, the Rules and such resolutions as may be passed by the directors/trustees and/or members in accordance with their respective powers and that no erf or any subdivision thereof, or interest therein, or any such Sectional Title Unit, shall be capable of

*GhostConvey 11.4.2.1*

being transferred to any other person (a transferee) who/which has not bound himself/itself to become a member of the P O A and who has, in writing, not irrevocably agreed to be bound by the provisions of the Memorandum of Articles, Rules and Resolutions of the P O A.

4. No transfer of any of the foregoing to any transferee shall be permitted without a previously obtained clearance certificate from the P O A (or the Managing Agent), confirming that all amounts due to the P O A from whatsoever cause have been fully paid, and further, that the proposed transferor is not in breach of any provisions of the Articles and Rules.
5. The Purchaser and its successors in title shall not be entitled to dispose of or transfer the property without the written consent of the P O A. Should he sell the property he will ensure that his Purchaser is made fully aware of the Memorandum of Articles of Association of the P O A.
6. As from the date of registration of the property into his name, the Purchaser shall be liable for payment to the P O A of a levy as determined by the P O A and which levy shall be utilised inter alia towards the maintenance of property belonging to the P O A and the security fence as well as payment of disbursements relating to security matters and for such other purposes as the constitution of the P O A may prescribe. Such levy shall not include rates and taxes for which the Purchaser shall remain separately liable.

AND FURTHER SUBJECT to such conditions as are mentioned or referred to in the aforesaid Deed/s.

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

**UNIQON WONINGS (EIENDOMS) BEPERK  
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heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

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 R

**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 at Pretoria on

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q.q.

In my presence

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**REGISTRAR OF DEEDS**