

A Chimes & Van Wyk Inc  
 58 Cathedral Street  
 George  
 6529

Prepared by me

CONVEYANCER  
 JANINE FOUCHE  
 LPCM60411

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R. 4.092.000,00	R. 2157,00
Reason for exemption	Category Exemption.....	Exemption i t o. Sec/Reg..... Act/Proc.....

DATA / VERIFY  
 08-04-2022  
 LITHA VUYO MADAMA

**VERBIND MORTGAGED**

FOR R 3.950.000,00

000007805 2022

31 MAR 2022

DATA / CAPTURE  
 06-04-2022  
 VUYELWA LAMAN

T 00001370: / 22

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**JANINE FOUCHE (LPCM60411)**

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by

DONALD WILLIAM CURTIS duly authorised hereto by virtue of a General Power of Attorney dated at George on 1 March 2022, and granted to him by

1. **JEREMY ROBERT DREDGE**  
 Born on 15 July 1953  
 Married, which marriage is governed by the laws of England
2. **MARY GILLIAN BOWMER**  
 Born on 20 June 1953  
 Married, which marriage is governed by the laws of England

Which said Power of Attney was signed at George on 7 March 2022

And the appearer declared that his/her said principal had, on 10 January 2022, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

1. **DAVID STEVEN DE VILLIERS**  
**Identity Number 720401 5103 089**  
**Married out of community of property**
2. **MARILIZE DE VILLIERS**  
**Identity Number 720307 0024 081**  
**Married out of community of property**

their Heirs, Executors, Administrators or Assigns,

ERF 204 BRENTON  
IN THE MUNICIPALITY AND DIVISION OF KNYSNA  
PROVINCE OF THE WESTERN CAPE

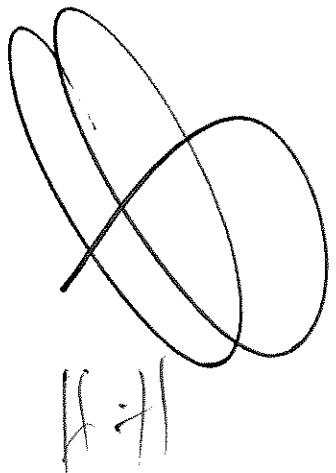
IN EXTENT 1248 (ONE THOUSAND TWO HUNDRED AND FORTY EIGHT)  
Square metres

**FIRST TRANSFERRED** by Deed of Transfer No T13934/1961 with Diagram No 6466/61 relating thereto and held by Deed of Transfer No. T76125/2002.

- A. **SUBJECT** to such conditions referred to in Deed of Transfer No T18197/1956.
- B. **SUBJECT FURTHER TO AND WITH THE BENEFITS OF** the special conditions (a), (b) and (c) contained in Certificate of Partition Transfer No 8082 dated 14 August 1928, which conditions make provision for certain rights of passage, use of paths and rights of way in favour of the owners at the time of Belvidere under Certificate of Partition Transfer No 8083 dated 14 August 1928 and in favour of the owners of the above-mentioned property, which conditions are as follows:

"(a) The proprietors of Belvidere and their successors in title shall have access to BRENTON by and along the whole course of the line of road marked on the diagram of the farm annexed to the amended Grant thereof dated 30<sup>th</sup> March 1914 (the commencement and termination of the aid line of road being marked P and Q respectively) and from the termination of road to the river at or near the picnic place by the existing path. (The termination of the said road and the termination of the said path at the Picnic Place being marked Q and R respectively the said road and path being similarly marked and lettered on the diagram hereto annexed.)

(b) That if the proprietors of Brenton or any of their successors in title construct a road or use a road for traffic to any point on the Knysna River below the Picnic Place the proprietors of Belvidere and their successors in title be entitled to the use thereof and if it do not connect with any line or road mentioned in clause "a" aforesaid to a right of way from the line mentioned in clause "a" to the same.



Handwritten signature and scribbles, possibly initials 'H-71'.

- (c) That the proprietors of Brenton and their successors in title shall have a right of way by the line or road marked on the diagram annexed to the grant aforesaid to where it joins with the existing public road at or near ASHFORD (the commencement and termination of the said road over which the right of way operates being marked P and O respectively) or with any public road to be hereafter proclaimed in lieu of the said public road or of which the public have the use in lieu thereof provided that the proprietor for the time being (i.e. the proprietor for the time being of BELVIDERE) may require the proprietor of Brenton for the time being to exercise such right of way by a line deviating as may from time to time mutually be agreed upon along the whole or any part of such line not more than one thousand (1000) yards on either side thereof."

C. **ENTITLED TO** the servitude referred to in the endorsement dated 7 July 1950 affixed to Deed of Transfer Nos 21572/1946 and 21573/1946 both dated 9 December 1946, which endorsement reads as follows:

"By virtue of Deed of Transfer No 9837 dated 7<sup>th</sup> July 1950 the owner or his successors in title of the remaining extent of within property measuring as such 927.9051 morgen is entitled and subject to the following conditions:

- (i) entitled to enforce certain conditions against certain portion 17 of within mentioned farm, measuring 6.3430 morgen held under Deed of Transfer No 9837 dated 7<sup>th</sup> July 1950 relating inter alia to use, non-alienation to certain classes of people, buildings, fencing, passage of wires for electric light, laying of water, piping, construction of drains, sewers and piggeries.
- (j) Entitled to a right of way 20 feet wide marked abcFde on diagram No 6680/1948 over said Portion 17, all of which conditions are more fully set forth in said Deed of Transfer No 9837/50."

D. **SUBJECT TO** condition No 9 contained in Annexure "A" attached to Deed of Transfer no 18197/1956 dated 13 December 1956, which condition reads as follows:

- "9. The Transferee agrees to allow 1 15 foot wide foot and bridal path as near as possible and as convenient as possible to the High Water Mark across his frontage on the lagoon, for the use and benefit of any landholder, now and in future of the original remaining extent of the farm Brenton. The Transferee undertakes if and when required, to engage upon and enter into and sign any documents and deeds and other papers calculated to give full effect thereto."

Wat opgele is deur DANIEL GEORGE BRINK ten voordele van homself en sy opvolgers in titel as eienaar van die restant van Belvidere gelee in die Afdeling van Knysna wat die eiendomme bevat soos uiteengesit in Aanhangsel "C" tot Transportakte Nr 18197 gedateer 13 Desember 1956, en watter eiendomme soos volg lui :

1. Certain freehold land, being PORTION 51 (a portion of Portion 38) of the farm Belvidere, situate in the Division of Knysna.

MEASURING : 10.0063 MORGEN

2. CERTAIN freehold land, being PORTION 53 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 22.3420 morgen

3. CERTAIN freehold land, being Portion 54 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 15.2129 morgen

4. CERTAIN freehold land, being Portion 55 (a portion of portion 38) of the farm Belvidere, situate as above;

MEASURING : 15.2380 morgen

5. CERTAIN freehold land, being Portion 57 (a portion of portion 38) of the farm Belvidere, situate as above;

MEASURING : 15.4182 morgen

6. CERTAIN freehold land, being Portion 60 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 49.8819 MORGEN

7. CERTAIN freehold land, being Portion 61 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 47.9781 MORGEN

8. CERTAIN freehold land, being Portion 66 (a portion of portion 38) of the farm Belvidere, situate as above;

MEASURING : 17.9923 morgen

9. CERTAIN freehold land, being Portion 67 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 17.0291 MORGEN

10. CERTAIN freehold land, being Portion 68 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 16.8222 MORGEN

11. CERTAIN freehold land, being Portion 73 (a portion of portion 38) of the farm Belvidere, situate as above.

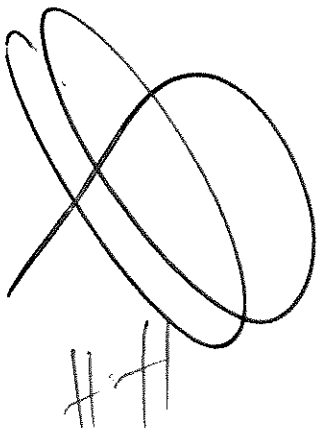
MEASURING : 24.7712 MORGEN

12. CERTAIN freehold land, being Portion 78 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 10.0436 MORGEN

13. CERTAIN freehold land, being Portion 79 (a portion of portion 38) of the farm Belvidere, situate as above;

MEASURING : 15.1631 morgen

Handwritten signature consisting of two overlapping loops, with the initials 'H H' written below it.

14. CERTAIN freehold land, being Portion 81 (a portion of portion 38) of the farm Belvidere, situate as above.

MEASURING : 15.2307 morgen

HELD under Partition Transfer No 17268 dated 19<sup>th</sup> October 1955.

Paragraphs 1, 2, 4 and 5 under Deed of Partition Transfer No 17265 dated 9<sup>th</sup> October 1955

1. CERTAIN freehold land, being Portion 22 of the farm Belvidere, situate in the Division of Knysna.

MEASURING : 13.6504 morgen

2. CERTAIN freehold land, being Portion 23 of the farm Belvidere, situate as above.

MEASURING : 10.8625 Morgen

3. CERTAIN freehold land, being Portion 34 of the farm Belvidere, situate as above;

MEASURING : 10.4057 morgen

4. CERTAIN freehold land, being Portion 35 of the farm Belvidere, situate as above.

MEASURING : 10.2788 Morgen."

**E.** ALSO SUBJECT TO the following conditions contained in Deed of Transfer No T13934/1961 and imposed by the Administrator during the approval of the said Township Brenton in terms of Article 18(3) of Ordinance No 33 of 1934, namely:

1. Alle woorde en uitdrukkings wat in die volgende voorwaardes gebesig word, het dieselfde betekenis as wat daaraan geheg word by die regulasies afgekondig by Kennisgewing van die Provinsiale Administrasie nr 401 van 17 Oktober 1935, en in die memorandum wat genoemde regulasies vergesel het.
2. Ingeval 'n dorpsaanlegskema of enige gedeelte daarvan op hierdie erf van toepassing is of daarop van toepassing gemaak word, sal enige bepaling daarvan wat meer beperkend is as enige voorwaardes van eiendomsreg wat op hierdie erf van toepassing is voorkeur geniet. Enige bepaling van hierdie voorwaardes moet nie opgevat word as sou dit die bepaling van Artikel 146 van Ordonnansie nr 15 van 1952, soos gewysig, vervang nie.
3. Die eienaar van hierdie erf is verplig om sonder betaling van vergoeding toe te laat dat elektrisiteitskabels en hoofwaterpype en die rioolvuil en dreinerings, insluitende stormwater van enige ander erf of erwe, binne of buite hierdie onderverdeling, oor hierdie erf gevoer word indien dit deur die plaaslike owerheid nodig geag word, en wel op die wyse en plek wat van tyd tot tyd redelikerwys vereis word. Dit sluit die reg op toegang te alle redelike tye tot die eiendom in met die doel om riele, mangate, vore, waterleidings, en ander werke wat daarmee in verband staan, aan te le, te onderhou, te verander, te verwyder of te ondersoek.

4. Die eienaar van hierdie erf is verplig om sonder vergoeding op die erf die materiaal te ontvang of uitgrawings op die erf toe te laat al na vereis word, sodat die volle breedte van die straat gebruik kan word omrede van die verskil tussen die hoogte van die straat soos finaal aangele en die erf tensy hy verkies om steunmure te bou tot genoee van en binne 'n tydperk wat die plaaslike owerheid bepaal.
5. Geen gebou op hierdie erf mag gebruik word of van gebruik verander word vir 'n ander doel as wat in hierdie voorwaardes bepaal word nie
6. Hierdie erf is onderworpe aan die volgende verdere voorwaardes; met dien verstande dat indien die Administrateur, na oorleg met die Dorpekommissie en die plaaslike owerheid, dit raadsaam ag dat die beperking in enige sodanige voorwaarde te eniger tyd opgeskort of versag behoort te word, hy die nodige opskorting of versagting kan goedkeur onderworpe aan die voorwaardes wat hy oplê :-
  - (a) dit mag nie onderverdeel word nie;
  - (b) dit mag alleen gebruik word vir die doel om een woning, tesame met die buitegeboue wat gewoonlik in verband daarmee gebruik word, daarop op te rig;
  - (c) nie meer sa helfte van die oppervlakte daarvan mag bebou word nie;
  - (d) geen gebou of struktuur of enige gedeelte daarvan, behalwe grensmure en heinings, mag nader as 15 voet van die straatlyn wat 'n grens van hierdie erf uitmaak, opgerig word nie, asook nie binne 10 voet van die agtergrens of 5 voet van die sygrens gemeen daaraan e naan 'n aangrensende erf nie; met dien verstande dat 'n buitegebou van nie hoer as 10 voet nie, gemeet van die vloer tot by die muurplaat, met die toestemming van die plaaslike owerheid binne die hierbo voorgeskrewe syruimte vir 'n afstand van 30 voet gereken van die agtergrens opgerig mag word. Wanneer enige twee of meer erwe gekonsolideer word, is hierdie voorwaarde op die gekonsolideerde oppervlakte as een erf van toepassing.

H-f

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

1. **JEREMY ROBERT DREDGE, Married as aforesaid**
2. **MARY GILLIAN BOWMER, Married as aforesaid**

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

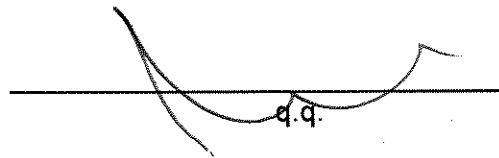
1. **DAVID STEVEN DE VILLIERS, Married in community of property to MARILIZE DE VILLIERS**
2. **MARILIZE DE VILLIERS, Married in community of property to DAVID STEVEN DE VILLIERS**

their Heirs, Executors, Administrators or Assigns, now are 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 R4 050 000,00 (FOUR MILLION FIFTY 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.

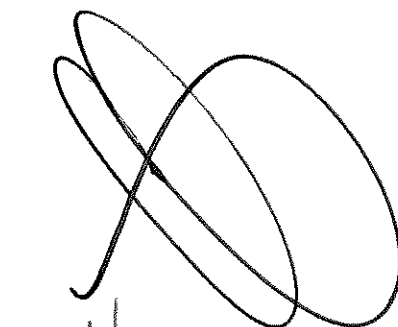
THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on

31 MAR 2022

  
d.g.

In my presence

  
REGISTRAR OF DEEDS

  
H.H.