

97

TEL. 46-1872

REKENDAR: REGISTRAR		SIGNATURE	
OPDENEEM: ENTERED	DATE: DATE	OPERATEUR: OPERATOR	
JESKAP: VERIFIED		9-12-83 178	
		9-12-83 178	

FOR FURTHER ENDORSEMENTS SEE
VIA WEDERE ENDOSSEMENTE SIEN..... *Page 8*

54126
T 1983

Deed of Transfer

BY VIRTUE OF A POWER OF ATTORNEY

Prepared by me,

Bolt Curran

Conveyance

B P H Curran

KNOW ALL MEN WHOM IT MAY CONCERN

That

BERNARD PHILPOT HUMPHREY CURRAN

appeared before me, Registrar of Deeds at ~~CAPE TOWN~~ JOHANNESBURG, he being duly
authorised thereto by a Power of Attorney, executed at ~~CAPE TOWN~~
on the 10th day of AUGUST 1983.
by

STUART WILLIAM LANGKILDE

(Identity No. 251029-5028-001)

WHITE GROUP

which power, witnessed in accordance with law, was exhibited to me on this day. And the
Appearer declared that his said Principal had truly and legally sold on 27th JULY 1983
and that He in his capacity as attorney

BC 22614 ①91

Isaid

ARTIKEL 44, WET No. 47 VAN 1937.
SECTION 44, ACT No. 47 OF 1937.

Die grond hierin omskryf is heropgemeet en is nou groot
The land herein described has been resurveyed and now measures

18253 ha ooreenkomstig Kaart
In accordance with Diagram

nr. 94143/88 goedgekeur deur die Landmeter-Generaal
No. approved by the Surveyor-General

op 28/6/90
on

Aktekantoor,
Deeds Office,
Kaapstad/Cape Town.

Aest.-Registrateur/Aest. Registrar.

19

29 04 91

T 25105 191

Tuam

Certificate of Registered Title No. Issued in terms of
Sertifikaat van Geregistreerde Titel No. uitgereik kragtens

Sect. 43 Act No. 47/37 In respect of the
Art. Wet No. ten opsigte van

Porter 151 of the Farm Uitloof
no. 216 near 244 m

Remainder 15809 ha
Restant

DEEDS OFFICE,
AKTEKANTOOR,
CAPE TOWN/KAAPSTAD.

29 04 91

REGISTRAR.
REGISTRATEUR.

30 ul

9

RECEIVED
DEEDS OFFICE

Pg. 9.

T 54126 / 1983

BY NOTARIAL DEED OF RIGHT OF WAY SERVITUDE

K 556/2019S 8/8/2019 THE WITHIN PROPERTY IS ENTITLED TO A SERVITUDE RIGHT OF WAY 15 METRES WIDE, WHICH SERVITUDE RUNS PARALLEL WITH THE LINE A B C ON DIAGRAM SG NO, 688/2015 ATTACHED TO CERTIFICATE of CONSOLIDATED TITLE T 61443/2017 OVER

PORTION 192 OF THE FARM UITZIGT No. 216 HELD BY T61443/2017 WITH CONDITIONS.

AS WILL MORE FULLY APPEAR FROM SAID NOTARIAL DEED.

DEEDS OFFICE

CAPE TOWN 22 AUG 2019

REGISTRAR OF DEEDS

Reg Co.

THE IDENTITEITSNUMMER VAN DIE	THE IDENTIFY NUMBER OF THE
IS VERANDERD NA	HAS BEEN CHANGED TO
1982/009172/07	T 61443
22 AUG 2019	

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

DANUBE ENGINEERING HOLDING (PROPRIETARY) LIMITED

(Company No. 82/09172/07) - WHITE GROUP -

Successors or
It's Heirs, Executors, Administrators or Assigns

PORTION 87 (PORTION OF PORTION 53) OF THE FARM UITZIGT
No. 216 IN THE DIVISION OF KNYSNA

MEASURING : EIGHTEEN COMMA NOUGHT FOUR SIX EIGHT
(18.0468) HECTARE

FIRST TRANSFERRED BY DEED OF TRANSFER NO.T 23500/1968 WITH
DIAGRAM NO. 2393/49 ANNEXED AND HELD BY DEED OF TRANSFER
NO. T 45944/1980.

- A. SUBJECT to the conditions referred to in Certificate of Partition Transfer dated 14 August 1928, No. 8082;
- B. ENTITLED to the rights granted by the special conditions (a), (b) and (c) mentioned in the said Certificate of Partition Title No. 8082/¹⁹²⁸1982 which provides for a certain right of access, use of road and right of way in favour of the owners for the time being of Belvidere held by virtue of Certificate of Partition Title No. 8083 dated 14 August 1928 in favour of the owners for the time being of the property hereby transferred. Conditions (a), (b) and (c) referred to above read 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 the road marked on the diagram of the farm annexed to the amended Grant thereof dated 30th March 1914 (the commencement and termination of the said line of road being marked P and Q respectively) and from 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).

That/.....

- (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 shall be entitled to the use thereof and if it does not connect with any line of road mentioned in clause "a" aforesaid to a right of way from the line mentioned in clause "a" to the same.
- (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 Q respectively) or which 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 Nine Hundred and Forty Four comma Five Eight (944,58) Metres on either side there

- of
Bent

C. ENTITLED to the benefits of the endorsement dated 27th January 1956 on the Certificates of Registered Title Nos. 1311/1950 and 1312/1950 dated 9th February 1950, which conditions read as follows:-

"By Deed of Transfer No. 699/56 dated 27/1/56 portion 20 of the farm Belvidere thereby conveyed is subject to the conditions contained in Annexure hereto marked A in favour of the land held hereunder as will more fully appear on reference to the said Deed of Transfer" and which conditions read as follows:

1.
2. The land shall be used purely for residential and/or agricultural purposes which use shall particularly not include the carry of an Hotel, Boarding House, Restaurant or used for any trading or business purposes whatsoever.
3. The aforesaid condition 2 constitutes a reservation solely for the benefit of the transferors and their Successors who shall at all times at their sole discretion have the power to, at their own free will and election, and on such conditions as they may deem meet, modify, amend or alter the same

at/ Bent

at will with the consent of the Transferee, it being clearly understood that the like or similar condition (as in Clause 2 herein contained) in any other Agreement or deed in respect of any other land now or later sold in or about the remaining Extent of Brenton aforesaid, shall likewise be deemed to be solely for the benefit of the transferors and the transferee shall have no claim or action against any transferor or transferee of land by reason that any alteration or amendment of the Clause 2 herein contained has been altered or amended by virtue of this reservation in favour of and for the benefit of the transferors.

4. Any future buildings which may be built on the said land shall be set at least 9,45 metres away from the road or street or boundary fence and the sale shall further be subject to the approval of all plans and specifications by the transferors of any buildings to be erected on the said land, such plans and specifications to be submitted to the transferors prior to the erection of any buildings for the approval of the transferors.
5. The Transferee shall fence the said land to the satisfaction of the transferors within six months after transfer has been registered in his name, if called upon by anyone of the transferors to do so.
6. The Transferors reserve to themselves, their Successors and Assigns the right at any time hereafter to the free and undisturbed passage of wires for electric light, telephones, or power over and under any portion of the said land, with further right of causing them to be affixed to any building or erection, with access at any time to the said wires for the purposes of maintenance and removal. No compensation shall be payable to the Transferors..
7. The Transferors reserve to themselves, their successors and Assigns the right at any time hereafter to lay and maintain waterpiping under the said land, and at all times access to the said piping for removal, maintenance, extension, etc. No compensation shall be payable by the Transferors.
8. The Transferors reserve to themselves, their Successors and Assigns the right to construct sewers or drains over and under the above property and shall have reasonable access thereto, for the purposes of maintenance, removal or extension and the transferee and his Successors shall be obliged to allow the drainage or sewerage of any road or street to be conveyed over the property if deemed necessary by the Transferors.

9. The/

Bmk

9. The Transferee agrees to allow a 4,72 metre wide foot and bridle passage 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.

D. SUBJECT to the following conditions mentioned in the said Deed of Transfer No. 23500/1968 imposed by D.G. Brink and A.C. Strydom for the benefit of themselves and their successors in title or successors as the owner of the remainder of the portion called Brenton (Measuring 9,0969 Hectares) held by the said Certificates of Registered Title Nos. 1311/1950 and 1312/1950:

- "1. The property to be transferred by virtue hereof shall be used purely for residential And/or agricultural purposes, which use shall particularly not include the carrying on of an hotel, boarding house, restaurant or any trading or business purposes whatsoever.

The aforesaid condition constitutes a reservation solely for the benefit of the Transferors and their successors or assigns who shall at all times at their sole discretion have the power to, at their own free will and election, and on such conditions as they may deem meet, modify, amend or alter the same at will with the consent of the transferee; it being clearly understood that the like or similar condition in any other agreement or deed in respect of any other land now or later sold in or about the remaining extent of Brenton aforesaid, shall likewise be deemed to be solely for the benefit of the Transferors and their successors or assigns and the transferee shall have no claim or action against any Seller or Purchaser of land by reason that any alteration or amendment of the above clause has been altered or amended by virtue of this reservation in favour of and for the benefit of the Transferors or their successors or assigns.

2.

3. Any building which may be erected upon the said land to be transferred by virtue hereof, shall be set at least 9,45 metres away from the road or street or boundary fence and shall further be subject to the approval of all plans and specifications of any buildings erected on the said Lot, such plans and specifications to be submitted to

the/ Bmk

the Transferors if necessary prior to any erection of any building, for their approval.

4. The Transferee shall fence the property to be transferred by virtue hereof to the satisfaction of the Transferors within a reasonable time.
5. Subject to any law, the Transferors reserve to themselves, their successors and assigns, the right at any time hereafter to the free and undisturbed passage of wires for electric light, telephones or power over and under any portion of the said property to be transferred by virtue hereof, with further right of causing them to be affixed to any building or erection with access at any time to the said wires for the purposes of maintenance and removal.
6. The Transferors reserve to themselves, their successors or assigns, a right at any time hereafter to lay and maintain water piping under the property and at all times access to the said piping for removal, extension etc.
7. The Transferors and their successors or assigns shall have the right to construct sewers or drains over or under the property to be transferred by virtue hereof and shall have reasonable access thereto for the purpose of maintenance, removal or extension and the transferee and his successors shall be obliged to allow the drainage or sewerage of any road or street to be conveyed over the property if deemed necessary by the Transferors.
8. The Transferee shall allow a reasonable foot and bridle path 4,72 metres in width 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 the Transferors."

Wherefore/

Boon

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 COMPANY

It's ^{SUCCESSORS OR} ~~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

FORTY FOUR THOUSAND FIVE HUNDRED RAND (R44 500,00)

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 29th day of
NOVEMBER in the Year of our Lord, One Thousand
Nine Hundred and Eighty-Three (1983).

Boh Am

q.q.

In my presence,

Registrar of Deeds

Mortgage Endorsements
(if any) at head of Deed

Registered in the Farm

Register of Kingsna

Book 216 Folio 187/1

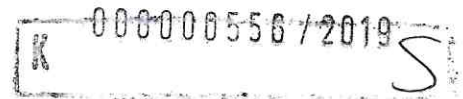
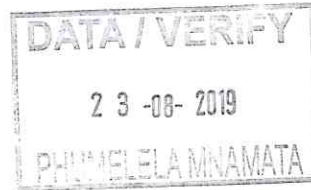
Clerk in Charge.

Wm Deenbig

Purchase price/Value		Office fee	337.00
Mortgage Amount			
Reason for exemption			



Protocol No. 1025



NOTARIAL DEED OF RIGHT OF WAY SERVITUDE

KNOW ALL MEN TO WHOM IT MAY CONCERN

THAT on this 8TH day of AUGUST 2019, before me,

LOUWHANDA LUISA KILIAN

Notary Public, practising at BELLVILLE in the Western Cape Province of the Republic of South Africa appeared:

1. JANINE FOUCHÉ

she being duly authorised by virtue of a Power of Attorney dated the 31st July 2019 signed at Knysna granted to her by:

KARL PETER HELM
Identity Number 440112 5151 189
Married out of community of property

(herein referred to as "Helm")



2. JANINE FOUCHÉ

she being duly authorised by virtue of a Power of Attorney dated the 31st July 2019 signed at Knysna granted to her by:

DANUBE ENGINEERING HOLDING PROPRIETARY LIMITED
Registration Number 1982/009172/07

(herein referred to as "Danube")

which said Powers of Attorney have this day been exhibited to me and now remain filed in my Protocol.

AND THE APPEARER qq DECLARED THAT WHEREAS:

Helm is the registered owner of:

Portion 192 of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 8,4739 (Eight comma Four Seven Three Nine) Hectares;

Held by Certificate of Consolidated Title No. T61443/2017

(herein referred to as "the Servient Tenement")

AND WHEREAS

Danube is the registered owner of:

1. Remainder of Portion 87 (portion of portion 53) of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 1,5809 (One comma Five Eight Zero Nine) Hectares;

Held by Deed of Transfer No. T54126/1983

2. Portion 152 of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 11,1687 (Eleven comma One Six Eight Seven) Hectares;

Held by Certificate of Consolidated Title No. T25106/1991

(herein referred to as "the Dominant Tenements")

AND WHEREAS

AND WHEREAS

Danube as registered owner of the Dominant Tenement wishes to acquire a registered right of way servitude over the Servient Tenement ;



A large, stylized handwritten signature, likely of the notary, is written below the seal.

Helm, as the registered owner of the Servient Tenement, has agreed to the registration of a right of way servitude over the Servient Tenement on the hereinafter mentioned terms and conditions.

NOW THEREFORE THE APPEARER q.q. DECLARED:

Helm as registered owner of:

Portion 192 of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 8,4739 (Eight comma Four Seven Three Nine) Hectares;

Held by Certificate of Consolidated Title No. T61443/2017

Hereby grants a servitude right of way 15 (fifteen) metres wide, which servitude runs parallel with the line A B C on Diagram SG No. 688/2015, attached to Certificate of Consolidated Title No. T61443/2017, approved by the Surveyor General on 22 May 2015 over:

Portion 192 of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 8,4739 (Eight comma Four Seven Three Nine) Hectares;

Held by Certificate of Consolidated Title No. T61443/2017

In favour of:

1. Remainder of Portion 87 (portion of portion 53) of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 1,5809 (One comma Five Eight Zero Nine) Hectares;

Held by Deed of Transfer No. T54126/1983

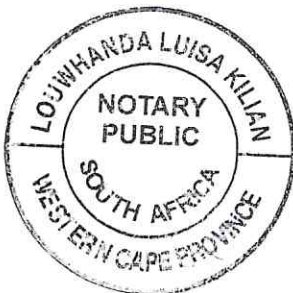
2. Portion 152 of the Farm Uitzigt No. 216, in the Municipality and Division Knysna, Western Cape Province;

In extent: 11,1687 (Eleven comma One Six Eight Seven) Hectares;

Held by Certificate of Consolidated Title No. T25106/1991

subject to the following conditions:

1. The registered owners of the Dominant Tenement shall be responsible for the maintenance and up keep up of the Servitude Area at his cost.



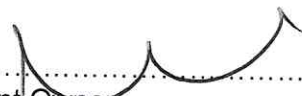
2. The registered owner of the Servient Tenement shall, subject to Clause 1 above, not erect or cause or permit to be erected any structure on or over the servitude area, nor place any obstruction or plant any trees or other vegetation thereon, which could interfere with or prejudice the unfettered use of the servitude are by the registered owner of the Dominant Tenement. Should the registered owner of the Servient Tenement fail to comply with his/her aforesaid obligation, the registered owner of the Dominant Tenement shall be entitled to remove such structure, obstruction, trees or vegetation at the cost of the registered owner of the Servient Tenement.
2. That this Servitude Agreement shall be binding on the parties hereto and on their heirs, administrators and successors in title.
3. The Servitude Agreement shall be registered against the title deeds of the respective properties and the costs thereof shall be paid by the registered owner of the Dominant Tenement.
5. And the Appearer, q.q., declared that no consideration is payable by or to any party hereto and further declared the value of this servitude to be the sum of R100.00 (One Hundred Rand).

THUS DONE AND EXECUTED at BELLVILLE on the day, month and year first aforewritten, in the presence of the undersigned witnesses and of me, the Notary.

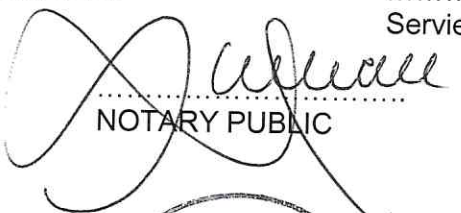
AS WITNESSES:

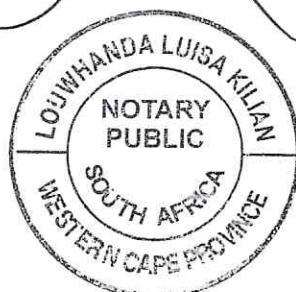
1. 
.....

2. 
.....


.....
Dominant Owner


.....
Servient Owner


.....
NOTARY PUBLIC





Transfer Duty Declaration

TDREP**Reference Details**

Transfer Duty Reference Number: TDE034B5E9

Details**Details of Seller / Transferor / Time Share Company**

Surname / Registered Name HELM
ID Number 4401125151189
Company / CC / Trust Reg No.

Full Name KARL PETER
Date of Birth (CCYYMMDD) 1944-01-12
Marital Status M.O.C OF PROPERTY

Details of Purchaser / Transferee

Full Name
Company / CC / Trust Reg No. 198200917207

Surname / Registered Name DANUBE ENGINEERING HOLDING (PTY) LTD
Marital Notes if applicable

Details of the Property

Date of Transaction/Acquisition (CCYYMMDD) 2019-08-08

Total Fair Value R 100.00

Total Consideration R 100.00

Calculation of Duty and Penalty / Interest

Transfer Duty Payable
on Natural Person R 100.00

Property Description

1 PORTION 192 OF THE FARM UITZIGT NO. 216, IN THE MUNICIPALITY AND DIVISION KNYSNA, WESTERN CAPE PROVINCE IN EXTENT 8,4739 (EIGHT COMMA FOUR SEVEN THREE NIN) HECTARES

Receipt**Receipt Details**

Transfer Duty Reference Number TDE034B5E9
Receipt Amount R 0

Receipt No.

Declaration by Conveyancer / Attorney

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.

JANINE FOUCHE

Please ensure you sign over the 2 lines of 'X's above

790ceead364f5b3ce5ef08
78eb9adf2ad2abcf2

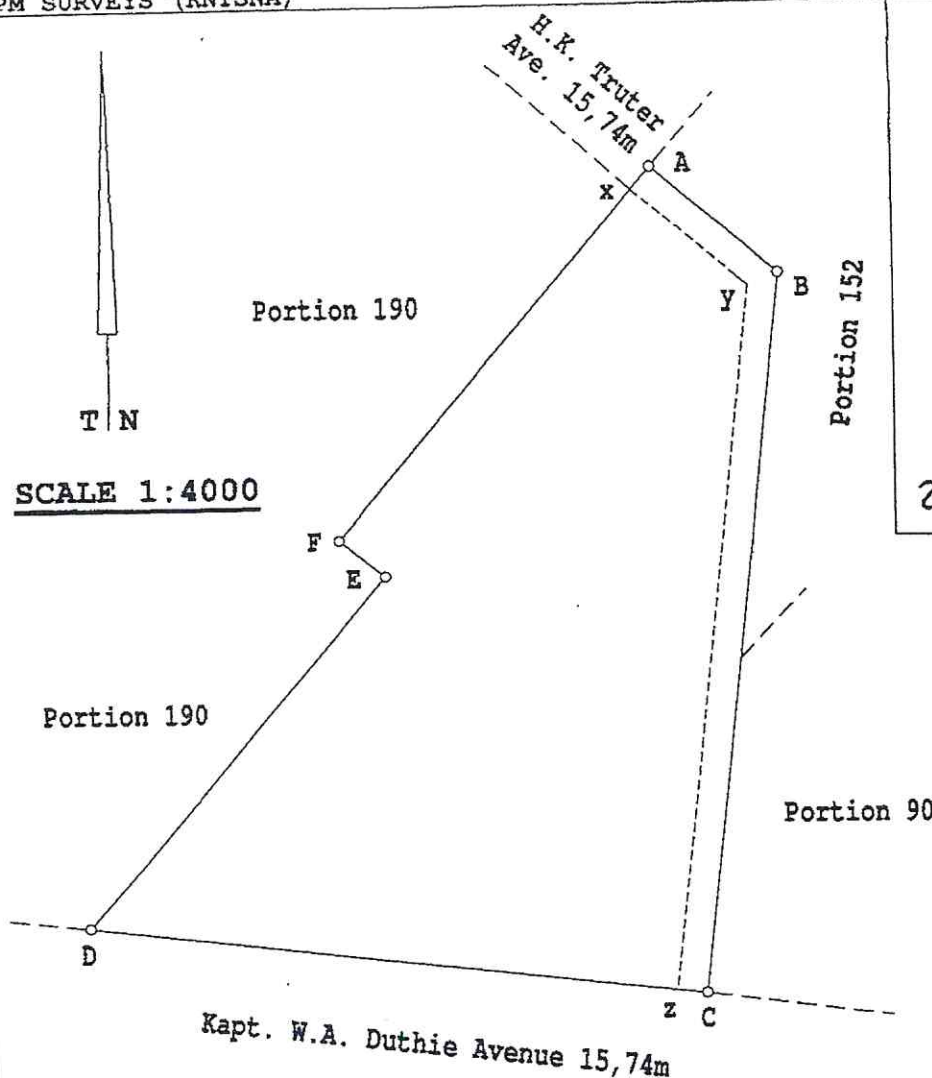
Date
(CCYYMMDD)

20190814

For enquiries go to
www.sars.gov.za or call
0800 00 SARS (7277)

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL *du Toit*
DATE **22 MAY 2015**

VPM SURVEYS (KNYSNA)



SG No.
688/2015

Approved

Noller

for
SURVEYOR-

22-05-2015

COMPONENTS:

1. The figure ABCzyx representing Portion 191 of the farm UITZIGT No. 216
Vide Diagram No. 687/2015; Deed of Transfer No.
2. The figure xyzDEF representing the remainder of Portion 89 of the farm UITZIGT No. 216
Vide Diagram No. 2395/1949; Deed of Transfer No. 1955. .17263

The figure A B C D E F
represents 8,4739 hectares of land being
PORTION 192 of the farm UITZIGT No. 216

(and comprises the properties specified above)

Situate in the Municipality and Administrative District of Knysna
Province of the Western Cape
Compiled in March 2015

by me Professional Land Surveyor (R.J.KOHLER - PLS0840)

This diagram is annexed to
No. **000061443/2017**
d.d. **18 OCT 2017**
i.f.o.
Registrar of deeds

The original diagrams
are as shown above
~~Transfer~~

File Knys 216 Vol. 5
S.R. No. Compiled
G.P.
Comp. AM-1AAC (6414)
AM-1AA/Z12 (6443)
LPI C0390000

PTN. 192 OF UITZIGT 216

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL *d. Shiley*
 DATE **22 MAY 2015**

SIDES metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG.23 X		
				Constants +0,00 +3 760 000,00		
A B	88,15	310.30.50	A	-2 136,79	+9 636,10	
B C	383,04	6.29.10	B	-2 203,81	+9 693,37	
C D	15,79	96.24.20	C	-2 160,53	+10 073,96	
D E	374,75	186.29.40	D	-2 144,84	+10 072,19	
E F	79,71	130.27.50	E	-2 187,23	+9 699,85	
F A	15,76	220.20.10	F	-2 126,59	+9 648,12	

SG No.
 687/2015
 Approved
Koller
 for
 SURVEYOR-GENERAL
 22.105/2015

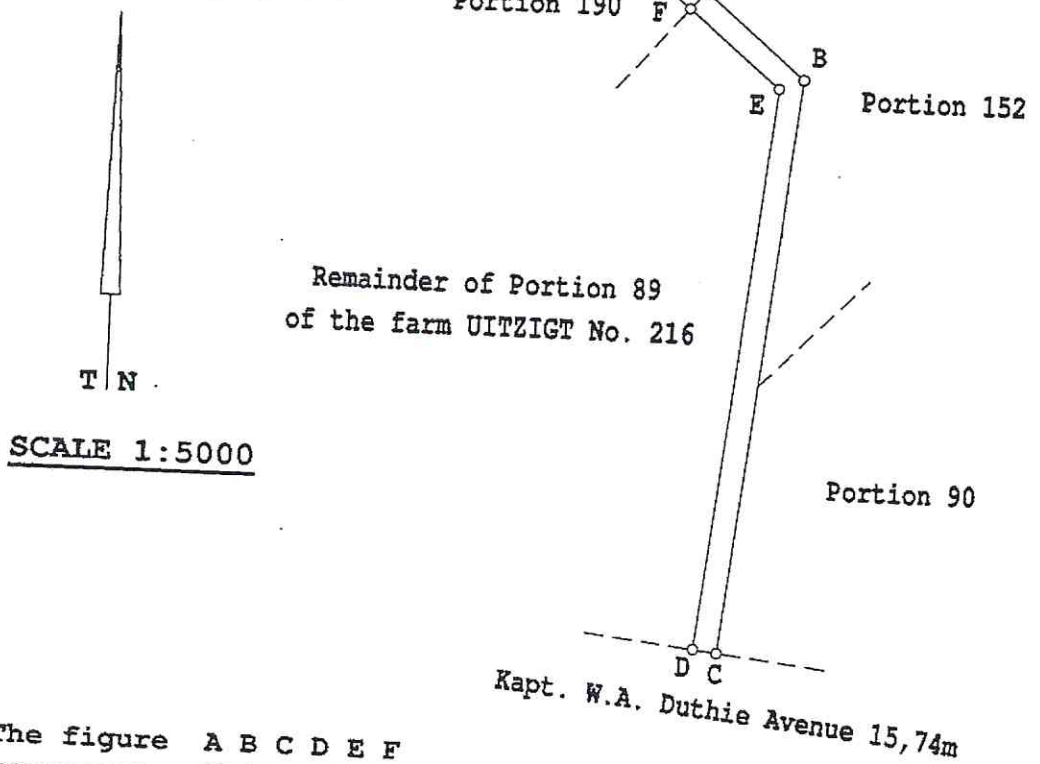
TRIGONOMETRICAL BEACONS
 (235) KNYS38
 (139) KNYS83

	+ 233,56	+10 240,17
	-5 314,05	+ 6 995,40

BEACON DESCRIPTIONS

A,B,C,E,F.....12mm iron peg
 D.....12mm iron peg
 next to rail section

Included in consol
 Vide SG 688/2015
 Form 216 ptn 192



The figure A B C D E F represents 7294 square metres of land being **PORTION 191 (a portion of Portion 53)** of the farm UITZIGT No. 216 Situate in the Municipality and Administrative District of Knysna Province of the Western Cape Surveyed in December 2014 - March 2015

by me Professional Land Surveyor (R.J.KOHLER - PLS0840)

This diagram is annexed to No. 000061442/2017 d.d. 18 OCT 2017 i.f.o. Registrar of deeds	The original diagram is No. 2391/1949 Transfer 1950. 1311	File Knys 216 vol 5 S.R. No. 358/2015 G.P. 775 LD
		Comp. AM-1AAC (6414) AM-1AA/Z12 (6443) LPI C0390000