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DEED OF TRANSFER

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in favour of

1964

CONTEMPORARY HOMES (PROPRIETARY) LIMITED

WALKER, LEWIS, GODLEY & FIELD,
CAPE TOWN

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acting / ...

acting for and on behalf of PEKALMY INVESTMENTS (PROPRIETARY) LIMITED, by virtue of a resolution of the Board of Directors of the said Company dated 28th November, 1963 and the Appearer declared that the said Company on 30th April, 1964 had truly and legally sold to MAURICE URIEL CHEIFITZ in his capacity as Trustee for a Company about to be formed, which Company was duly incorporated on 22nd May, 1964 under the name or style of CONTEMPORARY HOMES (PROPRIETARY) LIMITED and which by Resolution dated 26th May, 1964 duly adopted and ratified the Contract of Sale entered into by the said MAURICE URIEL CHEIFITZ;

Now therefore, He, the said Appearer, in his capacity aforesaid, did by these presents cede and transfer in full and free property to and on behalf of

CONTEMPORARY HOMES (PROPRIETARY) LIMITED
- WHITE GROUP -

Its Successors in title or Assigns

CERTAIN piece of freehold land situate at Bergvliet, in the local area of Constantia, Division of the Cape, being Erf No. 20 Pekalmy Township; held by W.F.H. Jeffcoat by Deed of Partition Transfer No. 5300 dated 26th August 1932, and lastly held by Pekalmy Investments (Proprietary) Limited by Deed of Transfer No. 5673 dated 1st May, 1961;

MEASURING: Nine Thousand Nine Hundred (9,900) Square Feet;

As will more fully appear from the annexed diagram No. 7748/63;

- A. SUBJECT to the conditions referred to in Deed of Transfer No. 1308 dated 5th February, 1952;

B. ENTITLED / ...

WHITE GROUP
BLANKE GRCEP

B. ENTITLED to the benefit of the condition contained in Deed of Partition Transfer No. 5301 dated 26th August 1932, in favour of the Estate of the late Sophia Wilhelmina Jonasina Purcell (born Hertzog) widow:-

"That William Frederick Hertzog Jeffcoat and his successors in title of Bergvliet B shall have the right of way for himself, his family, friends, domestics and servants over the area twenty (20) feet wide marked on the diagram of Kreupel Bosch B and indicated by the lettering xQYZ."

C. SUBJECT to, or entitled to the benefits of, as the case may be, the following servitudes referred to in the Endorsements dated 29th April 1949, on said Deed of Partition Transfer No. 5300/1932, reading :-

1. "By Transfer No. 7065 portion 9 thereby conveyed is made subject and entitled to certain conditions in favour and against the remainder of Para 2 held hereunder relating to :-

- (a) joint rights to water from bore-hole situate on said portion 9;
- (b) existing pipe leading from said borehole to remain undisturbed;
- (c) ownership of pumphouse, pumping plant and equipment and existing pipes to belong to owner of said portion 9;
- (d) period for which servitude shall operate

As will more fully appear on reference to said Transfer".

2. "By Transfer No. 7066 dated 29.4.49 portion 17 thereby conveyed is subject and/or entitled to the following conditions imposed for the benefit of the remainder held under para 2 hereof:-

- (1) all water rights attaching to remainder of para 2 held hereunder shall remain as heretofore and the said portion 17 shall have no rights to water flowing in the stream along the western boundary of said portion 17;"

D. SUBJECT / ...

B. ENTITLED to the benefit of the condition contained in Deed of Partition Transfer No. 5301 dated 26th August 1932, in favour of the Estate of the late Sophia Wilhelmina Jonasina Purcell (born Hertzog) widow:-

"That William Frederick Hertzog Jeffcoat and his successors in title of Bergvliet B shall have the right of way for himself, his family, friends, domestics and servants over the area twenty (20) feet wide marked on the diagram of Kreupel Bosch B and indicated by the lettering xQYZ."

C. SUBJECT to, or entitled to the benefits of, as the case may be, the following servitudes referred to in the Endorsements dated 29th April 1949, on said Deed of Partition Transfer No. 5300/1932, reading :-

1. "By Transfer No. 7065 portion 9 thereby conveyed is made subject and entitled to certain conditions in favour and against the remainder of Para 2 held hereunder relating to :-

- (a) joint rights to water from bore-hole situate on said portion 9;
- (b) existing pipe leading from said borehole to remain undisturbed;
- (c) ownership of pumphouse, pumping plant and equipment and existing pipes to belong to owner of said portion 9;
- (d) period for which servitude shall operate

As will more fully appear on reference to said Transfer".

2. "By Transfer No. 7066 dated 29.4.49 portion 17 thereby conveyed is subject and/or entitled to the following conditions imposed for the benefit of the remainder held under para 2 hereof:-

- (1) all water rights attaching to remainder of para 2 held hereunder shall remain as heretofore and the said portion 17 shall have no rights to water flowing in the stream along the western boundary of said portion 17;"

D. SUBJECT / ...

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D. SUBJECT FURTHER to the conditions imposed by the Administrator of the Province of the Cape of Good Hope in terms of the provisions of Ordinance no. 33 of 1934 when approving the establishment of Pekalmy Township, 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 cables and/or wires and main and/or other waterpipes 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. This / ...

6. This erf shall be subject to the following conditions, provided that on consolidation of any two or more erven these conditions shall apply to the consolidated area as one erf, and provided further 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) only one dwelling, together with such outbuildings as are ordinarily required to be used therewith, shall be erected on the erf, and no such dwelling or outbuildings shall be used for any purpose other than that for which it or they were erected;
- (c) not more than half 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 15 feet to the street line which forms a boundary of this erf, nor within 10 feet of the rear or 5 feet of the lateral boundary common to any adjoining erf, provided that with the consent of the local authority an outbuilding not exceeding 10 feet 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 30 feet reckoned from the rear boundary.

E. SUBJECT FURTHER to the following conditions which shall be binding on the Transferee and his successors in title, and which are imposed by the Transferor solely in its favour as owner of the remainder from time to time of the said township, held under the said Deed of Transfer No. 5673 dated 1st May 1951, and shall at any

time / ...



time be enforceable by it or by its successors in title to such remainder: the said conditions shall not be capable of being enforced by any Erfholder, nor shall any Erfholder have any claim against the Transferor on the ground that the Transferor has not enforced or insisted that effect be given to the foregoing conditions or any of them in respect of any erf forming part of the said Township :-

1. (a) The Transferee shall not, without the prior written consent of the Transferor, sell, let or dispose of the said erf to any person until a dwelling house and its appurtenances, having a total cost of not less than FIVE THOUSAND RAND (R5,000.00) and of not less value than that sum, exclusive of the land, have been erected thereon in accordance with the conditions hereafter set out.
- (b) Unless the erection of the said dwelling and its appurtenances is commenced within twelve (12) months from the date of registration of this transfer, and unless the said dwelling and appurtenances are completed within two (2) years from the date of registration aforesaid, the said erf shall, at the option of the Transferor, revert to and once again become the property of the Transferor, and the Transferor shall, against registration of transfer as hereinafter set out, pay to the Transferee a sum equal to the price paid to the Transferor therefor, less twenty per centum (20%) thereof, being an amount intended to compensate the Transferor for any loss or damage sustained, or which may be sustained, by the Transferor by reason of the Transferee's failure to erect and complete the aforesaid building and appurtenances within the period prescribed by this condition, whereupon the Transferee shall forthwith at his expense transfer the said erf to the Transferor, and the Transferee shall not be entitled to any compensation for any buildings or other improvements erected or partly erected on or effected to the said erf. A certificate by an architect nominated by the Transferor

time be enforceable by it or by its successors in title to such remainder: the said conditions shall not be capable of being enforced by any Erfholder, nor shall any Erfholder have any claim against the Transferor on the ground that the Transferor has not enforced or insisted that effect be given to the foregoing conditions or any of them in respect of any erf forming part of the said Township :-

1. (a) The Transferee shall not, without the prior written consent of the Transferor, sell, let or dispose of the said erf to any person until a dwelling house and its appurtenances, having a total cost of not less than FIVE THOUSAND RAND (R5,000.00) and of not less value than that sum, exclusive of the land, have been erected thereon in accordance with the conditions hereafter set out.
- (b) Unless the erection of the said dwelling and its appurtenances is commenced within twelve (12) months from the date of registration of this transfer, and unless the said dwelling and appurtenances are completed within two (2) years from the date of registration aforesaid, the said erf shall, at the option of the Transferor, revert to and once again become the property of the Transferor, and the Transferor shall, against registration of transfer as hereinafter set out, pay to the Transferee a sum equal to the price paid to the Transferor therefor, less twenty per centum (20%) thereof, being an amount intended to compensate the Transferor for any loss or damage sustained, or which may be sustained, by the Transferor by reason of the Transferee's failure to erect and complete the aforesaid building and appurtenances within the period prescribed by this condition, whereupon the Transferee shall forthwith at his expense transfer the said erf to the Transferor, and the Transferee shall not be entitled to any compensation for any buildings or other improvements erected or partly erected on or effected to the said erf. A certificate by an architect nominated by the Transferor

shall / ..

shall be sufficient proof of the non-completion or non-commencement of the dwelling and appurtenances aforesaid.

- (c) No buildings or garden or boundary walls or other structures shall be constructed on the said erf unless they are in accordance with the Transferor's building regulations and those of the Local Authority in force at the time construction commences.
- (d) No trees existing on the said erf within five (5) Cape Feet of any boundary thereof may be removed without the written consent of the Transferor first had and obtained, and the Transferee shall not do nor suffer to be done anything which has or may have the effect of damaging the said trees or restricting the growth thereof.
- (e) No building, including any garden or boundary wall, garden or other gate and any other structure, shall be constructed on the said erf, nor shall tenders for the construction thereof be called for, nor may building operations be commenced, until the Transferee has lodged with the Transferor the plans, elevations and specifications thereof, and until the Transferee has obtained the Transferor's written approval of such plans, elevations and specifications and the location of the said buildings on the said erf. No alterations or additions to the approved plans, elevations and specifications shall be made until such alterations or additions have first been lodged with and approved in writing by the Transferor. The aforesaid buildings shall be of good design and sound construction.
- (f) In the event of a breach of subclauses (c) or (e) above, the Transferor shall have the right to interdict the Transferee from proceeding with building operations and the erf shall, at the option of the Transferor, revert to and once again become the property of the Transferor, and the Transferor shall, against registration of transfer as hereinafter set out, pay to the Transferee a sum equal to the price paid to the Transferor therefor, and in the event of the exercise by the Transferor of his rights in terms of this condition the Transferee shall

forthwith / ..

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forthwith at his expense transfer the said erf to the Transferor, and the Transferee shall not be entitled to any compensation for any buildings or other improvements erected or partly erected on or effected to the said erf.

2. The Transferee shall not, without the consent in writing of the Transferor, use the said erf or any buildings erected or to be placed thereon for the purpose of advertising, nor display nor permit to be displayed any advertisement. Such consent, if given, may be withdrawn by the Transferor, in which event the Transferee shall remove or discontinue the use of any advertisements to which the Transferor may take objection.
3. No animal shall be kept on the erf. For the purpose of this prohibition "animal" shall have the same meaning as assigned thereto by the Pounds Ordinance 1938 as amended. No poultry or pigeons shall be kept on the erf. Animals other than "animals" as defined by the Pounds Ordinance 1938 as amended may only be kept on the premises with the written permission of the Transferor.
4. In the foregoing conditions 1 to 3 inclusive the following words shall have the meaning assigned to them herein, namely :
 - (i) "Transferor" shall mean
PEKALMY INVESTMENTS
(PROPRIETARY) LIMITED;
 - (ii) "Transferee" shall mean the
Purchaser of the said erf
and shall include his
successors in title there-
to;
 - (iii) "Dwelling" shall mean a
house designed for use as
a dwelling for a single
family.

F. NOT SUBJECT to, by reason of the situation of the property hereby conveyed, BUT NEVERTHELESS ENTITLED to the benefit of, the servitude referred to in the endorsement dated 18th January 1952 on Deed of Transfer no. 196 dated 14th January 1950, reading as follows:-

"By Deed of Transfer No. 341 dd. 18.1.1952 the road marked xy on diagram 8189/50 annexed thereto shall remain open and unobstructed and be maintained in good repair across the remainder held hereunder by the owner of such remainder as will more fully appear on reference to the said Deed of Transfer."

G. NOT SUBJECT, by reason of the situation of the property hereby conveyed, to the terms of Notarial Deed of Servitude no. 454 dated 16th July 1954 referred to in the endorsement dated 3rd August 1954 on Deed of Transfer no. 1308 dated 5th February 1952 relating to a covered stormwater drain.

WHEREFORE / ...

WHEREFORE the Appearer aforesaid, renouncing all the Right and Title his constituent Company heretofore had to the Premises, did in consequence, also acknowledge the said Company to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these Presents, the said Transferee now is and henceforth shall be entitled thereto conformably to local custom, State, however, reserving its Rights; and finally acknowledging the said Company to be satisfactorily paid or secured in the whole of the Purchase Money, amounting to a sum of

ONE THOUSAND EIGHT HUNDRED AND FIFTY RAND
(R1,850 -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, at Cape Town, Province of the Cape of Good Hope, on this 17th Day of the Month of *July* in the Year of our Lord One Thousand Nine Hundred and Sixty-Four (1964).

JB Linder

q.q. his Principal

In my Presence

Hubb
ASSISTANT

Registrar of Deeds

Registered in the *T/5*
Register of *Be Kalmay* Book-
folio. *20*

(1) WAT Stevenson
Clerk in Charge.