

Name G & K VAN DER LINDE

Barcode
K No / File No WBK3568421/060/00008
3568421/051/00008
Record Type
SECURITY FILES
ABKM473
LEBO CONO
9/27/17
17/33

Filing number

K 3568421/051/00008

Security type

OS1

Identification

T 76335/2017

ITIES
KED

Number

808 362 0368/001

Checklist for Bonds and Title Deeds - Auditing

			YES	NO
1	Acknowledgement	Check if received on Lawdeed	/	
2	Prepping of document	Check the name or stamp of the prepper	/	
3	CCV	Check if the client account number is current or cancelled	/	
4	Enquiry	Check if the correct client for the acc no, deed number, bond amount, cost clause amount (if not the same put in comments) ranking number property description, registration date	/	
5	Deed Search	To verify for old bonds if they are still current or cancelled on deeds	/	
6	Audit	Audit if the file correct and put audit sticker to seal it	/	
7	Validate	Validate on Lawdeed	/	
8	Barcoding	Check if barcoding corresponds with filing number on the file	/	

1010180 MDDISELE

SECURITY
CHECK



Absa Bond and Title Deed Cover Sheet

CONFIDENTIAL

ATTORNEY NAME Velile Tinto Cape Inc

Absa Home Loan account number 8083620368/001

Borrower's name(s) GIDEON VAN DER LINDE and KERRY N LEE VAN DER LINDE

Bond registration date 2017/12/15

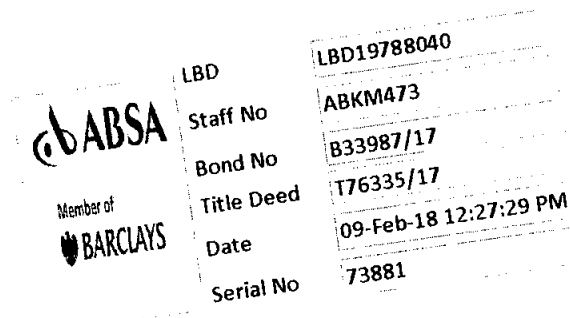
DOCUMENT SUBMITTED

Mortgage Bond document	B33987/2017
Title Deed	T76335/2017
SK Document	
Indemnity Bond	
Notarial Bond	
Notarial Deed of Lease	
Certified Deeds Search	Attached.
Covering Letter	

PS: Before submission ensure that documents have been endorsed correctly by the Deeds Office.

Attorney contact reference index Prepared by
Crystal Leanne Williams

Attorney contact details
+27216576300



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DOCUMENT MAP

DEEDS OFFICE REPORT

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General Information

Date requested	2018/02/06 10:58
Deeds Office	CAPE TOWN
Information source	DEEDS OFFICE
Reference	-

Property Information

Property Type	ERF	Diagram Deed	T33942/2009
Township	BERGVLIT	Extent	1255.0000SQM
Erf Number	1901	Local Authority	CITY OF CAPE TOWN
Portion Number	0	Province	WESTERN CAPE
Registration Division	NOT AVAILABLE	LPI Code	C01600030000190100000
Previous Description	-		
Street Address	NOT YET SEARCHED		

Additional searches available

WinDeed Alerts	Request
SG Diagram	Request
DOTS Property	Search
Street Address	Search

WinDeed Property Report	Search
Automated Valuation	Search
Map View	Request

Owner Information (2)

[Search all](#)

LINDE GIDEON VAN DER

Type	PRIVATE PERSON	Title Deed Number	T76335/2017
Name	LINDE GIDEON VAN DER	Microfilm	-
ID / Reg. Number	7904045077084	Purchase Price (R)	5650000.00
Multiple Owners	NO	Purchase Date	2017/10/19
Multiple Properties	NO	Registration Date	2017/12/15
Share	0.500000		

Additional searches available

Deeds Office Person	Search
Deeds Office Sequestration	Search
WinDeed Spider	Search
Director Report	Search
Home Affairs ID Verification	Search
WinDeed Alerts	Request
DOTS Person	Search
Contact Information	Search
TransUnion Trace	Search
Compuscan Trace	Search
XDS Trace	Search

XDS Consumer Trace	Search
Trace Enquiry	Search
TransUnion Consumer Profile	Search
Experian Consumer Profile	Search
Compuscan Consumer Profile	Search
XDS Consumer Profile	Search
TransUnion ID Verification	Search
Judgment Enquiry	Search
TPN Enquiry	Search
Deeds Office Document Copy	Request

LINDE KERRYN LEE VAN DER

Type	PRIVATE PERSON	Title Deed Number	T76335/2017
Name	LINDE KERRYN LEE VAN DER	Microfilm	-
ID / Reg. Number	8311050134082	Purchase Price (R)	5650000.00
Multiple Owners	NO	Purchase Date	2017/10/19
Multiple Properties	NO	Registration Date	2017/12/15
Share	0.500000		

Additional searches available

Deeds Office Person	Search
Deeds Office Sequestration	Search
WinDeed Spider	Search
Director Report	Search
Home Affairs ID Verification	Search
WinDeed Alerts	Request
DOTS Person	Search
Contact Information	Search
TransUnion Trace	Search
Compuscan Trace	Search
XDS Trace	Search

XDS Consumer Trace	Search
Trace Enquiry	Search
TransUnion Consumer Profile	Search
Experian Consumer Profile	Search
Compuscan Consumer Profile	Search
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CERTIFIED A TRUE COPY OF THE ORIGINAL/
GESERTIFISEER 'N WARE AFSKRIF VAN DIE
OORSPRONKLIKESHANDRE NICOLE LOOPOO
Commissioner of Oaths
Practising Attorney & Conveyancer
Greenford Office Estate
Punter's Way, Unit XG01 & XG02
Kenilworth, 7708
7 FEB 2018

Document	Institution	Amount (R)	Microfilm
B33987/2017	A B S A HOME LOANS GUARANTEE CO R F PTY LTD	4520000.00	-
Additional searches available Deeds Office Document Search Deeds Office Document Copy Request			
CONSOLIDATE FROM	TOWN BERGVLIET ,ERF 1038, PRTN 0	UNKNOWN	-
CONSOLIDATE FROM	TOWN BERGVLIET ,ERF 1899, PRTN 0	UNKNOWN	-
CONSOLIDATE FROM	TOWN BERGVLIET ,ERF 1900, PRTN 0	UNKNOWN	-
Historic Documents (6)			
Document	Institution	Amount (R)	Microfilm
B35129/1999	-	UNKNOWN	2000 0248 1540
Additional searches available Deeds Office Document Search Deeds Office Document Copy Request			
B61241/2002	-	UNKNOWN	2003 0064 2830
Additional searches available Deeds Office Document Search Deeds Office Document Copy Request			
B11529/2004	-	UNKNOWN	2004 0246 4397
Additional searches available Deeds Office Document Search Deeds Office Document Copy Request			
B83313/2007	-	UNKNOWN	2007 1184 5561
Additional searches available Deeds Office Document Search Deeds Office Document Copy Request			
B733/2011	-	UNKNOWN	-
Additional searches available Deeds Office Document Search Deeds Office Document Copy Request			
T33942/2009	SMITH ROBIN SHERWIN	CCT	-
Additional searches available WinDeed Spider Search Deeds Office Document Search Deeds Office Document Copy Request			
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Velile Tinto Cape Inc
P O Box 23275
Claremont
Docex: Docex 18
VAT NO: 4630223131
Tel: 0216576300
Fax: 0216831672
e-mail fahima@vtb.co.za

Document Type: Title Deed
Attorney: VELILE TINTO CAPE (KENILWORTH)
Loan Account Number: 8083620368/001
Description: T76335/2017--LBD19788040



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340

DYKES VAN HEERDEN SLABBERT
HOPKINS
Unit E4/2

Prepared by me

To: Edward IV		Office fee
120-122 Edward Road		
Bellville 7530		
South Africa		
Price/Value	5 650 000,00	1 750,00
Acquire capital		
Amount		Exempt i.t.o
Reason for exemption		
Cat.		section Act

CONVEYANCER
LISE COETZEE

VERBIND	MORTGAGED
VR 4520 000,00	
000033987 / 2017	
15 DEC 2017	

DATA / VERIFY
03 JAN 2018
DEBRA TALJAARD

DEED OF TRANSFER

T 000076335 / 2017

BE IT HEREBY MADE KNOWN THAT

LISE COETZEE

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at Cape Town on 9 November 2017 granted to him by

ROBIN SHERWIN SMITH
Identity Number 590110 5046 084
Married out of community of property

DATA / CAPTURE
02 JAN 2017
YOLANDI OLIVIER

And the appearer declared that his said principal had, on 19 October 2017, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

1. **GIDEON VAN DER LINDE**
Identity Number 790404 5077 084
Married out of community of property
2. **KERRY VAN DER LINDE**
Identity Number 831105 0134 082
Married out of community of property

their Heirs, Executors, Administrators or Assigns, in full and free property

ERF 1901 BERGVLIET
IN THE CITY OF CAPE TOWN
DIVISION CAPE
PROVINCE OF THE WESTERN CAPE

IN EXTENT 1255 (ONE THOUSAND TWO HUNDRED AND FIFTY FIVE)
Square metres

FIRST registered and still held by Certificate of Consolidated Title Number T33942/2009 with Diagram SG No. 6586/2007 relating thereto

I INsofar as concerns the figure AgjF on Diagram SG No 6586/2007

- A. SUBJECT to the conditions referred to in said Deed of Transfer No T13695/1964.
- B. ENTITLED to the benefit of the condition contained in Deed of Partition Transfer No T5301/1932 in favour 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 6,30 metres 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 maybe, the following servitudes referred to in the Endorsement dated 29th April 1949 on the said Deed of Partition Transfer No T5300/1932 reading:-

1. "By Transfer No T7065 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 borehole situate on said portion 9;
- (b) existing pipe leading from said borehole to remain undisturbed;
- (c) ownership of pumphose, pumping plant and equipment and existing pipes to belong to owner of the said portion 9;
- (d) period for which servitude shall operate.

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

2. "By Transfer No T7066/1949 dated 29/4/1949 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 the said portion 17."

D. SUBJECT FURTHER to the conditions contained in aforesaid Deed of Transfer No 13695/1964, 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 Pekaomy 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 stipulated in these conditions.
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 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 4,72 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.

E. SUBJECT FURTHER to the following conditions contained in the aforesaid Deed of Transfer No T13695/1964, which shall be binding on the Transferee and his successors in title, and which are imposed by PEKALMY INVESTMENTS PROPRIETARY LIMITED solely for its favour as owner of the remainder from time to time of the said township, held under the said Deed of Transfer No T5673/1951, and shall at any time be enforceable by it or 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 said PEKALMY INVESTMENTS PROPRIETARY LIMITED on the ground that the said PEKALMY INVESTMENTS PROPRIETARY LIMITED has not enforced or insisted that effect to be given to the foregoing conditions or any of them in respect of any erf forming part of the said Township:-

- (1)(c) No building 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 1,57 metres 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 do 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 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 thereof, until the transferee has obtained 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 therefore, and in the event of the exercise by the Transferor of his rights in terms of this condition of 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.

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 or 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 same meaning assigned to them herein, namely:-
 - (1) "Transferor" shall mean PEKALMY INVESTMENTS PROPRIETARY LIMITED.
 - (2) "Transferee" shall mean the Purchaser of the said erf and shall include his successors in title thereto.
 - (3) "Dwelling" shall mean a house designed for use as a dwelling for a single family.

F. ENTITLED to the benefit of the servitude referred to in an endorsement dated 18th January 1952, on Deed of Transfer No T196/1950, reading as follows:-

"By Deed of Transfer No T341/1952 d.d. 18.1.1952 the road marked xy on diagram 8189/1950 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."

II. IN RESPECT OF THE PORTION REPRESENTED BY THE FIGURE hBCD ON DIAGRAM SG NO 6586/2007.

A SUBJECT to the conditions referred to in said Deed of Transfer No T1308/1952 dated 5th February 1952.

B ENTITLED to the benefit of the condition contained in Deed of Partition Transfer No T5301/1932 in favour of the Estate 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 6,30 metres 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 maybe, the following servitudes referred to in the Endorsement dated 29th April 1949 on the said Deed of Partition Transfer No T5300/1932 dated 26th August 1932, reading:-

1. "By Transfer No T7065 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 borehole situate on said portion 9;

(b) existing pipe leading from side borehole to remain undisturbed;

(c) ownership of pumphouse, pumping plant and equipment and existing pipes to belong to owner of the said portion 9;

(d) period for which servitude shall operate.

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

2. "By Transfer No T7066/1949 dated 29.4.1949 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 the said portion 17."

- D. ENTITLED to the benefit of, the terms of the servitude referred to in the endorsement dated 18th January 1952 on Deed of Transfer No. T196/1950 dated 14th January 1950 which endorsement reads as follows:-

"By Deed of Transfer No T341 DD. 18.1.1952 the road marked xy on diagram 8189/1950 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."

- E.

- F. SUBJECT FURTHER to the conditions contained in aforesaid Deed of Transfer No 13695/1964, 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 cable 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 stipulated in these conditions.
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 conditions as he may impose:-

- (a) it shall not be subdivided;
- (b) it shall be used only as a site for an electricity substation or transformer;
- (c) not more than two-thirds 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 5 feet to any boundary of this erf.

G. SUBJECT FURTHER to the following conditions contained in Deed of Transfer No T12480/2009 as agreed by the parties in Deed of Sale dated 4 July 2008, in favour of the City of Cape Town reading as follows:-

12.1 The owner of this property shall without compensation be obliged to allow electricity, telephone and television 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 property, if deemed necessary by the local or statutory 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 for the purpose of constructing, altering, removing or inspecting any works connected with the above.

12.2 The owner of this property shall be obliged, without compensation, to receive such material or permit such excavation on the property, 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 property, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority."

H. SUBJECT FURTHER to the following servitudes contained in Deed of Transfer No T12480/2009 as agreed by the parties in the deed of sale dated 4 July 2008, in favour of the City of Cape Town, reading as follows:-

- (i) An Electrical Servitude in favour of the City of Cape Town of which the servitude area is 2 metres wide across the existing electrical cables of the properties.
- (ii) A Sewer Servitude in favour of the City of Cape Town of which the servitude area is 4,5 metres wide over the existing 150 mm diameter sewer which traverses the properties.

III. IN RESPECT OF THE PORTION REPRESENTED BY THE FIGURES ghDEj CONTAINED IN DEED OF TRANSFER NO T12480/2009.

- A. SUBJECT to the conditions referred to in Deed of Transfer No T13695/1964.
- B. ENTITLED to the benefit of the condition contained in Deed of Partition Transfer No T5301/1932 in favour 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 6,30 metres 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 maybe, the following servitudes referred to in the Endorsement dated 29th April 1949 on the said Deed of Partition Transfer No T5300/1932 reading:-

- 1. "By Transfer No T7065 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 borehole 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 the said portion 9;
- (d) period for which servitude shall operate.

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

2. "By Transfer No T7066/1949 dated 29/4/1949 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:-

- (2) 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 the said portion 17."

D.

- E. SUBJECT FURTHER to the following conditions contained in Deed of Transfer No T12480/2009 as agreed by the parties in Deed of Sale dated 4 July 2008, in favour of the City of Cape Town reading as follows:-

- 12.1 The owner of this property shall without compensation be obliged to allow electricity, telephone and television 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 property, if deemed necessary by the local or statutory 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 for the purpose of constructing, altering, removing or inspecting any works connected with the above.

12.2 The owner of this property shall be obliged, without compensation, to receive such material or permit such excavation on the property, 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 property, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority."

F. SUBJECT FURTHER to the following servitudes contained in Deed of Transfer No T12480/2009 as agreed by the parties in the deed of sale dated 4 July 2008, in favour of the City of Cape Town, reading as follows:-

- (i) An Electrical Servitude in favour of the City of Cape Town of which the servitude area is 2 metres wide across the existing electrical cables of the properties.
- (ii) A Sewer Servitude in favour of the City of Cape Town of which the servitude area is 4,5 metres wide over the existing 150 mm diameter sewer which traverses the properties.

G. SUBJECT FURTHER to a service servitude contained in Deed of Transfer No T12479/2009 and as shown by the figure A B C D on Diagram SG No 6585/2009 and imposed by the City of Cape Town in their favour on subdivision of Erf 1026 Bergvliet.

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

ROBIN SHERWIN SMITH, Married as aforesaid

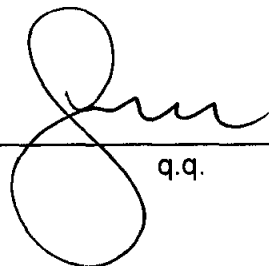
heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

1. **GIDEON VAN DER LINDE, Married as aforesaid**
2. **KERRY N LEE VAN DER LINDE, Married as aforesaid**

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 R5 650 000,00 (FIVE MILLION SIX HUNDRED AND 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 2017 -12- 15



q.q.

In my presence



REGISTRAR OF DEEDS

