

MATHIE MEYER & GRAVETT
Attorneys Notaries & Conveyancers
EAST LONDON

139
VANDERSPUY
043 051 8000

NO 33410



BC 15450	2019
GEKANSELLEER CANCELLED	
REGISTRATEUR/REGISTRAR	
2019 -11- 19	

VERBIND		MORTGAGED
VIR FOR R 700 000,00		
(2)	B 4493	1998
29 OCT 1998		REGISTRATEUR/REGISTRAR

T 19070 /1998

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN :

THAT ANDRÉ du PLESSIS

appeared before me, Registrar of Deeds

at KING WILLIAMS TOWN

he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

FBC FIDELITY BANK LIMITED
No. 94/00929/06

dated the 12th day of OCTOBER 1998, and signed
at EAST LONDON

And the said Appearer declared that his Principal had truly and legally sold the undermentioned property on the 23rd March 1998

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

B K K MEATS CC
No. CK 87/18542/23

Its Successors in title or assigns :

**REMAINING EXTENT ERF 23047 (A PORTION OF ERF 1010) EAST LONDON
EAST LONDON TRANSITIONAL LOCAL COUNCIL
DIVISION OF EAST LONDON, PROVINCE OF THE EASTERN CAPE**

IN EXTENT : Four Thousand One Hundred and Twenty Five (4125) square metres

FIRST TRANSFERRED by Deed of Transfer No.T124/1979 with Diagram No. SG 5671/1978 relating thereto and held by Deed of Transfer No. T3747/1998

- A. **SUBJECT** to the conditions referred to in Certificate of Uniform Title No. 1127/1967, save in so far as these may have since lapsed or been cancelled.
- B. **SUBJECT** to the following reservation of rights in favour of the State in terms of the Consent of the Minister of Agricultural Credit and Land Tenure No. D13048/5, reading :-

All rights to minerals in or under the land are reserved to the State.

(In respect of which Certificate of Mineral Rights No. 1/1967 has been issued on the 5th July 1967.)



C. **SUBJECT** to the following conditions imposed by the Municipality of the City of East London and binding upon the Transferee as owner for the time being and its successors in title as created in Deed of Transfer No. T3799/1990, reading :

- (a) 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 level 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.
- (b) The owner of this erf shall, without compensation, be obliged to allow electricity cables and/or wires and main and/or other water pipes, the sewage and drainage, including stormwater of any other erf or even within the Municipal area 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 for the purpose of constructing, altering, removing or inspecting any work connected with the above.
- (c) This erf shall be used only for such purpose as are permitted by the Town Planning Scheme of the Local Authority and subject to the conditions and restrictions stipulated by the said Scheme.
- (d) The owner of this erf shall not :-
 - (i) sell or dispose of this erf without buildings to the value of R75 000,00 (SEVENTY FIVE THOUSAND RAND) as assessed by the Council having been erected thereon; or
 - (ii) sell or dispose of at any time any portion of the erf;unless he shall first have offered such erf or portion thereof as the case may be to the Municipality at the original purchase price per hectare.
- (e) The external wall of any building/s erected on this erf shall not be constructed of any materials other than brick and/or stone and/or concrete and/or other similar incombustible material, including steel frame structures.
- (f) No part of this erf visible from any street boundary shall be used in such manner as may in the opinion of the Municipality constitute an unsightly condition unless enclosed by a brickwall or concrete wall at least 2,5 (two comma five) metres in height.

Wherefore the Appearer, renouncing all the Right and Title which the said

FBC FIDELITY BANK LIMITED

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

B K K MEATS CC

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 **R700 000,00 (SEVEN HUNDRED THOUSAND RAND)**.

IN WITNESS WHEREOF, I, the said Registrar of Deeds, 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 KING WILLIAMS TOWN

on **29 OCT 1998**

In my presence,


REGISTRAR OF DEEDS.


q.q.

Registered on the above date in the Land Register.

