



HDRS ATTORNEYS INC  
 Suite 27 Melville's Centre  
 Plettenberg Bay  
 6600

**BOX  
 118**

Prepared by me

Trinka Sarie de Vos  
 CONVEYANCER  
 TRINKA SARIE DE VOS (82251)

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R. 155 999 999,65	R. 6077,00
Reason for exemption	Category Exemption.....	Exemption i t o. Sec/Reg..... Act/Proc.....

T 000015921/2024

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**TRINKA SARIE DE VOS (LPCM 82251)**

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

**NAMMA INVESTMENTS PROPRIETARY LIMITED**  
 Registration Number 1982/005991/07

which said Power of Attorney was signed at **PLETTENBERG BAY** on **14 FEBRUARY 2024**

DATA / VERIFY  
 22 MAR 2024  
 Unathi Jongqo

And the appearer declared that his/her said principal had, on **23 January 2024**, 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. **ANDREW JAMES BEVERIDGE**  
Identity Number 650820 5134 08 9  
Married out of community of property
  
2. **KATHARINE JOSEPHINE BEVERIDGE**  
Identity Number 651205 0005 08 9  
Married out of community of property

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

1. **ERF 9705 PLETTENBERG BAY**  
IN THE BITOU MUNICIPALITY, DIVISION OF KNYSNA  
PROVINCE OF THE WESTERN CAPE  
  
**IN EXTENT 2737** (TWO THOUSAND SEVEN HUNDRED AND THIRTY SEVEN) Square metres  
  
**FIRST REGISTERED** and still held by Certificate of Registered Title Number T29764/2022 with Diagram S.G. No. 2264/2021 annexed thereto
  
- A. SUBJECT to the conditions referred to in the said Deed of Transfer dated No 10170 dated 13 October 1926.
  
- B. SUBJECT FURTHER to and ENTITLED to the conditions contained in Deeds of Transfer numbers 277 and 282 both dated 21 January 1911, which conditions relates to and reads as follows:
  - "1. Die gebruik van 'n sekere watervoor waardeur water uit die Piesangrivier vervoer is.
  2. Paaie.
  3. Die gebruik van die fontein op lot G.
  4. Die gebruik van die Krantz Kop Fontein.
  5. Die gebruik van die water van die Pisangrivier."

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- C. SUBJECT FURTHER to the following condition contained in Certificate of Registered Title Number T29764/2022, imposed upon approval of the subdivision by the Bitou Municipality in terms of Section 60 of its Land Use Planning Bylaw of 2015, issued under the Western Cape Land Use Planning Act 3 of 2014, (read with sections 25,29, and 42, of the Land Use Planning Ordinance 15 of 1985), for the benefit of The Brakkloof 57 Private Estate Home Owners Association established, namely:

“That the property shall not be sold or transferred without the written consent of The Brakkloof 57 Private Estate Home Owners Association, which consent shall not be withheld if all levies due by the member to the Association have been paid or secured to the satisfaction of the Association.”

- D. SUBJECT FURTHER to the reservation of the following condition, agreed to by the Transferee in favour of the Transferor and as contained in the Deed of Sale of the Property dated 23 January 2024, between the Transferor as Seller and the Transferee as Purchaser, reading as follows:

1. The Purchaser hereby grants to the Seller a pre-emptive right of purchasing the Property at the same price and on the same terms and conditions as may be offered by any third party to the Purchaser and which offer the Purchaser is prepared to accept.
2. Should the Purchaser decide to sell the Property, or any unit of the Property, it shall give to the Seller notice in writing setting out the purchase price and all the other terms and conditions of such offer.
3. The Seller shall have a period of 14 (fourteen) days from the date of the receipt of the said notice in which to decide whether to purchase the Property or the unit of the Property, as the case may be, on the same terms and conditions as offered by the offeror.

4. An acceptance in writing by the Seller within the said period of 14 (fourteen) days of all the terms and conditions as set out in the notice by the Purchaser shall conclude a binding sale between the Parties.

2. **ERF 9706 PLETTENBERG BAY**  
IN THE BITOU MUNICIPALITY, DIVISION OF KNYSNA  
PROVINCE OF THE WESTERN CAPE

**IN EXTENT 2,3167 (TWO COMMA THREE ONE SIX SEVEN) Hectares**

**FIRST REGISTERED** and still held by Certificate of Registered Title Number T29765/2022 with Diagram S.G. No. 2265/2021 annexed thereto

A. SUBJECT to the conditions referred to in the said Deed of Transfer dated No 10170 dated 13 October 1926.

B. SUBJECT FURTHER to and ENTITLED to the conditions contained in Deeds of Transfer numbers 277 and 282 both dated 21 January 1911, which conditions relates to and reads as follows:

- “1. Die gebruik van 'n sekere watervoor waardeur water uit die Piesangrivier vervoer is.
2. Paaie.
3. Die gebruik van die fontein op lot G.
4. Die gebruik van die Krantz Kop Fontein.
- 5 Die gebruik van die water van die Pisangrivier.”

C. SUBJECT FURTHER to the following condition contained in Certificate of Registered Title Number T29765/2022, imposed upon approval of the subdivision by the Bitou Municipality in terms of Section 60 of its Land Use Planning Bylaw of 2015, issued under the Western Cape Land Use Planning Act 3 of 2014, (read with sections 25,29, and 42, of the Land Use Planning Ordinance 15 of 1985), for the benefit of The Brakkloof 57 Private Estate Home Owners Association established, namely:

"That the property shall not be sold or transferred without the written consent of The Brakkloof 57 Private Estate Home Owners Association, which consent shall not be withheld if all levies due by the member to the Association have been paid or secured to the satisfaction of the Association."

D. SUBJECT FURTHER to the reservation of the following condition, agreed to by the Transferee in favour of the Transferor and as contained in the Deed of Sale of the Property dated 23 January 2024, between the Transferor as Seller and the Transferee as Purchaser, reading as follows:

1. The Purchaser hereby grants to the Seller a pre-emptive right of purchasing the Property at the same price and on the same terms and conditions as may be offered by any third party to the Purchaser and which offer the Purchaser is prepared to accept.
2. Should the Purchaser decide to sell the Property, or any unit of the Property, it shall give to the Seller notice in writing setting out the purchase price and all the other terms and conditions of such offer.
3. The Seller shall have a period of 14 (fourteen) days from the date of the receipt of the said notice in which to decide whether to purchase the Property or the unit of the Property, as the case may be, on the same terms and conditions as offered by the offeror.
4. An acceptance in writing by the Seller within the said period of 14 (fourteen) days of all the terms and conditions as set out in the notice by the Purchaser shall conclude a binding sale between the Parties.

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3. **ERF 9707 PLETTENBERG BAY**  
**IN THE BITOU MUNICIPALITY, DIVISION OF KNYSNA**  
**PROVINCE OF THE WESTERN CAPE**

**IN EXTENT 3209 (THREE THOUSAND TWO HUNDRED AND NINE)**  
square metres

**FIRST REGISTERED** and still held by Certificate of Registered Title Number  
T29766/2022 with Diagram S.G. No. 2266/2021 annexed thereto

A. **SUBJECT** to the conditions referred to in the said Deed of Transfer dated No  
10170 dated 13 October 1926.

B. **SUBJECT FURTHER** to and **ENTITLED** to the conditions contained in Deeds  
of Transfer numbers 277 and 282 both dated 21 January 1911, which  
conditions relates to and reads as follows:

- “1. Die gebruik van ‘n sekere watervoor waardeur water uit die  
Piesangrivier vervoer is.
2. Paaie.
3. Die gebruik van die fontein op lot G.
4. Die gebruik van die Krantz Kop Fontein.
- 5 Die gebruik van die water van die Pisangrivier.”

C. **SUBJECT FURTHER** to the following condition contained in Certificate of  
Registered Title Number T29766/2022, imposed upon approval of the  
subdivision by the Bitou Municipality in terms of Section 60 of its Land Use  
Planning Bylaw of 2015, issued under the Western Cape Land Use Planning  
Act 3 of 2014, (read with sections 25,29, and 42, of the Land Use Planning  
Ordinance 15 of 1985), for the benefit of The Brakkloof 57 Private Estate  
Home Owners Association established, namely:

“That the property shall not be sold or transferred without the written consent  
of The Brakkloof 57 Private Estate Home Owners Association, which consent  
shall not be withheld if all levies due by the member to the Association have  
been paid or secured to the satisfaction of the Association.”


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D. SUBJECT FURTHER, as per endorsement on Certificate of Registered Title Number T29766/2022, by virtue of Notarial Deed of Servitude No. K484/2022S dated 17<sup>th</sup> May 2022, the within property is subject to a servitude of height restriction depicted the figure x b curvilinear line 62,97 metres above high water mark of Indian Ocean and figure c y representing 1784 square metres effective above the level of 16,75 metres above mean sea level, represented on S.G. Diagram No. 2266/2021 in favour of Portion 65 (A portion of portion 57) of the farm Brakkloof number 443, Bitou Municipality, Division of Knysna, Western Cape Province, Measuring 8565 square metres held by T35414/1997.

As will more fully appear from the said Notarial Deed of Servitude.

E. SUBJECT FURTHER to the reservation of the following condition, agreed to by the Transferee in favour of the Transferor and as contained in the Deed of Sale of the Property dated 23 January 2024, between the Transferor as Seller and the Transferee as Purchaser, reading as follows:

1. The Purchaser hereby grants to the Seller a pre-emptive right of purchasing the Property at the same price and on the same terms and conditions as may be offered by any third party to the Purchaser and which offer the Purchaser is prepared to accept.
2. Should the Purchaser decide to sell the Property, or any unit of the Property, it shall give to the Seller notice in writing setting out the purchase price and all the other terms and conditions of such offer.
3. The Seller shall have a period of 14 (fourteen) days from the date of the receipt of the said notice in which to decide whether to purchase the Property or the unit of the Property, as the case may be, on the same terms and conditions as offered by the offeror.
4. An acceptance in writing by the Seller within the said period of 14 (fourteen) days of all the terms and conditions as set out in the notice by the Purchaser shall conclude a binding sale between the Parties.



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

**NAMMA INVESTMENTS PROPRIETARY LIMITED**  
**Registration Number 1982/005991/07**

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

1. **ANDREW JAMES BEVERIDGE, Married as aforesaid**
2. **KATHARINE JOSEPHINE BEVERIDGE, 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 **R150 000 000,00** (One Hundred and Fifty Million Rand) however with transfer duty being paid on the said Purchase Price together with the commission in the sum of **R5 999 999,65** (Five Million Nine Hundred and Ninety Nine Thousand Nine Hundred and Ninety Nine Rand and Sixty Five cents) thus on the total sum of **R 155 999 999,65** (One Hundred and Fifty Five Million Nine Hundred and Ninety Nine Thousand Nine Hundred and Ninety Nine Rand and Sixty Five cents)

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 18 March 2024

  
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q.q.

In my presence

  
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REGISTRAR OF DEEDS

