

# DIE REPUBLIEK VAN SUID-AFRIKA

## TRANSPORTBESORGINDEKSAMEN

### DEEL 1

7 SEPTEMBER 2016 4 Uur 08:30-12:45

*Kandidate kry 15 minute om die vraestel deur te lees voor hulle begin skryf. Geen kandidaat mag tydens hierdie tyd in die antwoordboek begin skryf nie. Die eksamen van 4 uur volg dan.*

#### LET ASSEBLIEF OP DIE VOLGENDE:

1. Skryf asseblief die nommer wat aan u toegeken is op die omslag van u antwoordboek.
2. Kandidate moet leesbaar en netjies skryf. Wat vir die kandidaat (wat aan sy eie handskrif gewoon is) leesbaar mag lyk, is nie altyd leesbaar vir die eksaminatore nie. Daar kan nie van die eksaminatore verwag word om skrif te ontsyfer nie, nog minder is dit regverdig (teenoor ander kandidate) om te verwag dat die eksaminatore dit moet doen. Indien die handskrif van die kandidaat nie duidelik leesbaar vir die eksaminatore is nie, loop die kandidaat gevaar om baie punte te verloor. GEBRUIK SLEGS 'N VUL- OF BALPUNTPEN VIR U ANTWOORDE.
3. Gebruik asseblief net een kant van elke bladsy.
4. Besonderhede, veral die beskrywing van eiendomme, mag verander word om te voldoen aan die heersende praktyk in u aktekantoor. Indien 'n vraag egter betrekking het op plaaseiendom, mag die beskrywing NIE verander word na dié van 'n erf in 'n dorp nie.
5. Kandidate moet sodanige verdere besonderhede verskaf as wat nodig mag wees om die verlangde dokument behoorlik op te stel, afkortings (ID XXX), alfabetiese simbole vir name, "ens"/"..." is dus onaanvaarbaar.
6. Aktes en dokumente wat opgestel word, moet voldoen aan die vereistes van die Akteswet en regulasies, met ander woorde asof bedoel vir indiening by die aktekantoor.
7. Kandidate **MOET ALLE** vrae beantwoord.
8. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling ingeroep as 'n totaal van 50% en meer behaal is nie. Indien 'n kandidaat 'n totaal van tussen 40% en 49% behaal slaag hulle nie die eksamen nie en sal hy/sy 'n mondelinge moet af lê ten einde die eksaminatore te oortuig dat hy/sy wel oor voldoende kennis beskik om die eksamen te slaag. Kandidate wat minder as 40% behaal sal nie kwalifiseer vir 'n mondeling nie en druipe dus hierdie eksamen.

TOTALE PUNTE: [200]

# THE REPUBLIC OF SOUTH AFRICA

## CONVEYANCING EXAMINATION

### PART 1

7 SEPTEMBER 2016 4 Hours 08:30-12:45

*Candidates are allowed 15 minutes to peruse the paper before starting to answer the questions. No candidate may start writing in the answerbook during this period. The examination of 4 hours then follows.*

#### PLEASE NOTE:

1. Please write the number allocated to you on the cover of your answer book.
2. Candidates must write legibly and neatly. What may appear to a candidate (being accustomed to his own handwriting) to be legible, may not be legible to the examiners who cannot be expected to guess what has been written, nor would it be correct or fair (to other candidates) to expect the examiners to do so. If a candidate's handwriting is not clearly legible to the examiners, the candidate runs the risk of losing many marks. **ANSWERS MUST BE WRITTEN ONLY IN INK OR WITH A BALLPOINT PEN.**
3. Please use only one side of each page.
4. Details, especially the description of properties, may be changed to comply with the practice prevailing at your deeds office. However, if a question relates to farm property, the description may **NOT** be changed to that of an erf in a township.
5. Candidates must furnish such further details as may be necessary to draw properly the required deeds or documents, eg abbreviations (ID XXX), alphabetical symbols for names, and "etc"/"..." are unacceptable.
6. Deeds and documents to be drawn must comply fully with the requirements of the Deeds Registries Act and regulations, i.e. as if intended for lodgement in a deeds registry.
7. Candidates **MUST ANSWER ALL** questions.
8. Except if a special reason exists, a candidate will not be required to do an oral if 50% aggregate or more is attained. If a candidate achieves an aggregate of between 40% and 49% he/she will have failed the examination and will be required to do an oral in order to convince the examiners that he/she does have sufficient knowledge to pass the exam. Candidates who attain less than 40% will not qualify for an oral and will have failed this examination.

TOTAL MARKS: [200]

**VRAAG 1****[10]**

Stel 'n versoek vir waarborge op gebaseer op die volgende feite.

Berei 'n skriftelike versoek voor aan Pierre Ing. waarin u die waarborg noem wat u vereis om toe te sien tot die oordrag van die eiendom. Die versoek moet die bedrae van die waarborge, die rente betaalbaar en die voorwaardes waarby dit betaal sal word, duidelik meld. 'n Verband is oor die verkoper se eiendom geregistreer ten gunste van Prior Bank en die koper gaan 'n verband registreer ten gunste van Future Bank.

Verskaf u eie verdere besonderhede, indien nodig, sonder om af te wyk van die bovermelde feite. Waarborg vereistes ten opsigte van beide waarborge moet versoek word.

**VRAAG 2****[15]**

U kliënt, A, is die eienaar van 'n halwe aandeel in Gedeelte 10 van die Plaas Green Valley, groot 500 hektaar. Die volgende voorwaardes is vervat in die titelakte.

- Die eiendom is onderhewig aan 'n serwituut ten gunste van Eskom om elektrisiteit oor die eiendom te gelei, tesame met bykomende regte, soos vervat in Notariële Akte van Serwituut K328/1988S met kaart daaraan geheg.
- Onderhewig aan 'n serwituut reg van weg, 3 meter wyd, ten gunste van Gedeelte 18 van die gemelde Plaas Green Valley, langs die volle lengte van die westelike grens van die eiendom hiermee oorgedra.
- Onderhewig aan 'n lewenslange vruggebruik ten gunste van Amanda Els, Identiteitsnommer Number 360606 0018 081, weduwee.

U kliënt en B, die eienaar van die ander halwe aandeel in die eiendom, wat onderhewig is aan die eerste twee voorwaardes genoem hierbo, het ooreengekom om die eiendom te verdeel in terme waarvan A die alleen eienaar sal raak van die oostelike gedeelte van die eiendom wat beskryf sal word as Gedeelte 20 ('n gedeelte van gedeelte 10) van die plaas, groot 250 hektaar.

**QUESTION 1****[10]**

Draft a request for guarantees based on the following facts.

Prepare a written request to Pierre Inc. wherein you stipulate the guarantee that you require to attend to the transfer of the property. The request must clearly state the amount of the guarantees, interest payable and the conditions whereupon they will be paid. The seller's property is bonded to Prior Bank and the purchaser will be registering a bond in favour of Future Bank.

Provide your own further particulars, if necessary, without deviating from the abovementioned facts. Guarantee requirements in respect of both guarantees must be requested.

**QUESTION 2****[15]**

Your client, A is the owner of a half share in and to Portion 10 of the Farm Green Valley, measuring 500 hectares. The following conditions are contained in the title deed.

- The property is subject to a servitude in favour of Eskom to convey electricity over the property, together with ancillary rights, as will appear from Notarial Deed of Servitude K328/1988S with diagram annexed thereto.
- Subject to a servitude of right of way, 3 metres wide, in favour of Portion 18 of the said Farm Green Valley, along the entire length of the western boundary of the property hereby transferred.
- Subject to a life usufruct in favour of Amanda Els, Identity Number 360606 0018 081, widow.

Your client and B, the owner of the other half share in the property, which is subject to the first two conditions referred to above, have reached an agreement to partition the property in terms of which A will become the sole owner of the eastern portion of the property to be known as Portion 20 (a portion of Portion 10) of the farm, measuring 250 hectares.

Al die vereiste toestemmings tot die onderverdeling is verkry. Amanda Els is nie bereid om haar vruggebruik te kanselleer nie. Geen serwituuw notas verskyn op die kaart van die gemelde Gedeelte 20 nie.

2.1 Stel die voorwaardes op soos dit sal verskyn in die verdelingstransport van Gedeelte 20. Verduidelik kortliks waarom u gehandel het met die voorwaardes soos u het. (10)

2.2 Stel die toestemming op deur die vruggebruiker wat deur die Registrateur van Aktes vereis sal word met die registrasie van die verdelingstransporte. (5)

**VRAAG 3****[10]**

Ryan Black, identiteitsnommer 6007220219082, ongetroud, is die verbandhouer kragtens verband B1234/2000, gepasseer in sy guns deur Syringa Investments BK vir 'n bedrag van R50 000,00. Een van Black se skuldeisers, Shrewd Investments (Eiendoms) Beperk het beslag laat lê deur die balju op Black se regte ten opsigte van die verband wie hierdie regte in eksekusie verkoop hetaan Shrewd Investments (Eiendoms) Beperk vir R20 000,00.

U het opdrag ontvang om die vereiste dokumente op te stel om die regte ten opsigte van die verband in Shrewd Investments (Eiendoms) Beperk te vestig. U verneem dat Black nie te vinde is nie en dat niemand, insluitende die balju, die betrokke verband kon opspoor nie.

Stel die dokumente op met bogenoemde feite inaggenome wat by die akteskantoor ingedien moet word ten einde te verseker dat Shrewd Investments (Eiendoms Beperk) die geregistreerde houër van die verband raak.

**VRAAG 4 Sien aanhangsel "A" [25]**

A is die eienaar van Erwe 100 en 101 in die Dorp Newlands. Die erwe is langs mekaar geleë en word aangedui deur die figure ABEF en BCDE op skets 1 (aanhangsel "A" aangeheg).

All the required consents to the subdivision have been obtained. Amanda Els is not prepared to cancel her usufruct. No servitude notes appear on the diagram of the said Portion 20.

2.1 Draw the conditions as they will appear in the partition transfer of Portion 20. Explain briefly why you dealt with the conditions in the way you did. (10)

2.2 Draw the consent by the usufructuary which the Registrar of Deeds will require before registering the partition transfers. (5)

**QUESTION 3****[10]**

Ryan Black, identity no 6007220219082, unmarried, is the mortgagee under mortgage bond B1234/2000, passed in his favour by Syringa Investments CC for an amount of R50 000,00. One of Black's creditors, Shrewd Investments (Proprietary) Limited, has caused Black's rights under the bond to be attached by the sheriff, who sold these rights in execution to Shrewd Investments (Proprietary) Limited for R20 000,00.

You have been instructed to prepare the necessary documentation to vest the rights in the bond in the name of Shrewd Investments (Proprietary) Limited. You ascertain that Black has disappeared and that nobody including the sheriff, has been able to locate the bond in question.

Draw the documents to be lodged in the deeds office in view of the foregoing facts, so as to ensure that Shrewd Investments (Proprietary) Limited becomes the registered holder of the bond.

**QUESTION 4 See annexure "A" [25]**

A is the owner of Erven 100 and 101 in the Township Newlands. The erven are adjoining and are depicted by the figure ABEF and BCDE on sketch 1 (annexure "A" attached).

Onderverdelingskaarte is goedgekeur ten opsigte van elkeen van die erwe. Die voorgestelde onderverdelings is aangetoon op skets 2 (aanhangsel "A") as "Gedeelte 1".

Erf 100 is onderhewig aan 'n verband ten gunste van ABSA Bank en Erf 101 is onderhewig aan 'n verband ten gunste van Eerste Nasionale Bank. A is nie van voorneme om enige van sy eiendomme te vervreem nie en beoog trouens om die geregistreerde eienaar te raak van twee aparte eiendomme soos getoon op skets 3 (aanhangsel "A"), elkeen om gehou te word kragtens 'n aparte titelakte.

Die verbande moet nie gekanselleer word nie.

4.1 Welke registrasie handeling moet plaasvind om hierdie doel te bereik en welke toestemmings sal benodig word van die verbandhouders? (7)

4.2 Stel die dokumente op wat benodig word om die gekonsolideerde eiendomme te vervang as sekuriteit onder die verbande.

Voorsien u eie verdere besonderhede soos nodig mag wees. (18)

**VRAAG 5 [35]**

John Brown, seun van oorlede Peter Brown, is die geregistreerde eienaar van die plaas Saxendrift 456 kragtens Transportakte T11/1988. Sy vrou Mary, met wie hy getroud is buite gemeenskap van goedere is die geregistreerde eienaar van die plaas Hillside 457 kragtens Transportakte T128/1992. Transportakte T11/1988 ten opsigte van die plaas Saxendrift 456 bevat die volgende voorwaardes:

- a) Onderhewig aan 'n lewenslange vruggebruik ten gunste van Jeanette Brown gebore Smith op 19 Junie 1915, weduwee, soos geskep in die testament van gemelde Peter Brown gedateer 30 Junie 1945.
- b) Onderhewig verder aan die voorwaarde vervat in die gemelde testament dat in die

Subdivisional diagrams have been approved in respect of each erf. The proposed subdivisions are shown on sketch 2 (annexure "A") as "Portion 1".

Erf 100 is subject to a bond in favour of ABSA Bank and Erf 101 is subject to a bond in favour of First National Bank. A does not intend to alienate any of his properties and in fact intends to become the registered owner of two separate properties as shown on sketch 3 (annexure "A"), each to be held under a separate title.

The bonds are not to be cancelled.

4.1 What acts of registration must take place in order to achieve this objective and what consents from the mortgagees will be required? (7)

4.2 Draw the documents required to substitute the consolidated properties as security under the mortgage bonds.

Provide your own further details as may be required. (18)

**QUESTION 5 [35]**

John Brown, son of deceased Peter Brown, is the registered owner of the farm Saxendrift 456 held under Deed of Transfer T 11/1988. His wife Mary, to whom he is married out of community of property is the registered owner of the farm Hillside 457 held under Deed of Transfer T 128/1992. Deed of Transfer T 11/1988 in respect of the farm Saxendrift 456 contains the following conditions:

- a) Subject to a life usufruct in favour of Jeanette Brown born Smith on 19 June 1915, widow, created in the last will of the said Peter Brown dated 30 June 1945.
- b) Further subject to the condition contained in the aforesaid last will that in the event of

geval waar die transportnemer die bo-gemelde eiendom wil verkoop hy verplig sal wees om dit eers aan te bied aan sy broer Charles Brown.

John Brown en Mary Brown het 'n gesamentlike testament uitgevoer op 30 Julie 1995 in terme waarvan hulle hul boedels saamgesmelt het en waarin die volgende bemakings gemaak is:

"Ons bemaak die plaas Saxendrift 456 aan ons seun Frank onderhewig aan 'n lewenslange vruggebruik ten gunste van die langsliewende van ons en verder onderhewig aan die voorwaarde dat die eienaar van die plaas Hillside 457 geregtig sal wees op 'n reg van weg 10 meter wyd langs die suidelike grens van die gemelde plaas Saxendrift.

Ons bemaak die plaas Hillside 457 aan ons dogter Pam onderhewig aan die reg van bewoning ten opsigte van die woonhuis daarop ten gunste van die langsliewende van ons."

Hierdie testament bevat geen ander bepalings wat van belang is vir die doeleindes van hierdie vraag nie.

Frank is getroud binne gemeenskap van goedere met Peggy en Pam Brown is ongetroud.

John Brown het op 15 Mei 2000 gesterf en Jeanette Brown op 31 Mei 2000. Mary Brown het die bepalings van die testament aanvaar.

- 5.1 Stel die transportakte ten gunste van Frank Brown tot en insluitende die voorwaardes op. Die ontbindingsklousule en verder mag weggelaat word. Voorsien diesulke verdere besonderhede as wat nodig mag wees. (20)
- 5.2 Lys die dokumente wat saam met hierdie oordrag ingedien moet word. (4)
- 5.3 Lys, in die volgorde van gebeure, die aard van die akte/s en/of aansoeke wat in aparte omslae ingedien moet word om effek aan die testament te gee. (5)

the transferee wishing to sell the above property, he shall be obliged to first offer same to his brother Charles Brown.

John Brown and Mary Brown executed a joint will on 30 July 1995 in terms whereof they massed their estates and made the following bequests:

"We bequeath the farm Saxendrift 456 to our son Frank subject to a lifelong usufruct in favour of the survivor of us and further subject to the condition that the owner of the Farm Hillside 457 shall be entitled to a right of way 10 metres wide along the southern boundary of the said farm Saxendrift.

We bequeath to our daughter Pam the farm Hillside 457 subject to a right of habitation in respect of the dwelling situated thereon in favour of the survivor of us."

This will does not contain any other provisions that are of importance for the purpose of this question.

Frank is married in community of property to Peggy and Pam Brown is unmarried.

John Brown died on 15 May 2000 and Jeanette Brown on 31 May 2000. Mary Brown adiated under the will.

- 5.1 Draw the transfer in favour of Frank Brown up to and including the conditions. The divesting clause and further may be omitted. Provide such further details as may be required. (20)
- 5.2 List the documents to be lodged with this transfer. (4)
- 5.3 List, in order of sequence, the nature of the deed/s and/or applications to be lodged in separate covers to give effect to the will. (5)

- 5.4 Lys die dokumente of afskrifte daarvan wat u in u leër sal hou. (3)
- 5.5 Welke sertifikaat sal benodig word op die volmagte om transport te gee aan die erfgename? (2)
- 5.6 Wie sal die transport volmag van die plaas Hillside teken? (1)

- 5.4 List the documents or copies thereof which you will retain in your file. (3)
- 5.5 What certificate will be required on the powers of attorney to transfer to the heirs? (2)
- 5.6 Who will sign the power of attorney to pass transfer of the farm Hillside. (1)

**VRAAG 6****[30]****QUESTION 6****[30]**

Mandla Mekwe en Ben Burger is "civil union partners" in 'n siviele vennootskap aangegaan op 3 Julie 2007 in terme van die "Civil Union Act" Nr. 17/2006. Hulle het nie 'n huweliksvoorwaarde kontrak geregistreer nie. Mandla Mekwe en Ben Burger is die geregistreeerde eienaars van deel 132 in die skema bekend as The Waldorf.

Mandla Mekwe and Ben Burger are civil union partners in a civil partnership concluded on the 3<sup>rd</sup> of July 2007 in terms of the Civil Union Act No. 17/2006. They have not registered an antenuptial contract. Mandla Mekwe and Ben Burger are the registered owners of section 132 in the scheme known as The Waldorf.

Die deel is onderhewig aan twee verbande. Die eerste verband is ten gunste van Nedbank en die tweede verband is ten gunste van Absa Bank. Mandla Mekwe en Ben Burger het toestemming verkry om die deel te onderverdeel in twee dele en die vereiste kaarte is goedgekeur deur die Landmeter Generaal.

The section is subject to two mortgage bonds. The first mortgage bond in favour of Nedbank and the second mortgage bond in favour of Absa Bank. Mandla Mekwe and Ben Burger have obtained consent to subdivide the section into two sections and the necessary plans have been approved by the Surveyor-General.

- 6.1 Stel die vereiste aansoek op om die onderverdeling van die deel te bewerkstellig asook die toestemming vereis deur die twee banke. Voorsien u eie besonderhede waar nodig. Die beskrywing van die partye en die eiendomme moet volledig voldoen aan die akteskantoor praktyk. (24)
- 6.2 Na die afhandeling van die registrasie van die onderverdeling van die deel het Mandla Mekwe, Ben Burger en die twee banke besluit dat die een deel verbind moet weesaan Nedbank en die ander deel aan Absa Bank. Die verbande moet nie gekanselleer word nie. Op welke wyse kan dit bereik word en watter toestemmings word benodig deur Nedbank en Absa Bank (daar word nie van u verlang om die toestemmings op te stel nie). (6)

- 6.1 Prepare the necessary application to facilitate the subdivision of the section and the consent required by the two banks. Provide your own details where required. The description of the parties and properties must fully comply with deeds office practice. (24)
- 6.2 Subsequent to the registration of the subdivision of the section, Mandla Mekwe, Ben Burger and the two banks decide that the one section must be mortgaged to Nedbank and the other section to ABSA Bank. The bonds are not to be cancelled. How can this be achieved and what consents are required by Nedbank and ABSA Bank (you are not requested to draw the consents). (6)

**VRAAG 7****[10]**

Peter Lee wie binne gemeenskap van goedere getroud is nader u vir 'n lening van R100 000,00. U het twee kliënte, Mary Holmes ('n weduwee) wie R60 000,00 en Ann Martin (getroud binne gemeenskap van goedere met Peter Martin) wie R40 000,00 beskikbaar het vir belegging. Al die partye buiten Mary Holmes is in besit van identiteitsdokumente.

Die besonderhede van die verband is as volg:

- a) Rente 13% per jaar
- b) Terugbetaling ten opsigte van kapitaal en rente teen R2 500,00 per maand.
- c) Die kapitaal moet terugbetaal wees op die 5de herdenking vanaf die datum van die registrasie van die verband maar die lener is geregtig om betaling te bespoedig onderhewig aan kennisgewing.

Deur gebruik te maak van u eie besonderhede soos nodig mag wees stel die volgende op ten opsigte van die verband ten gunste van u kliënte: (moet nie die hele verband opstel nie)

- 7.1 Die beskrywing van die Verbandgewer; (2)
- 7.2 Die beskrywing van die Verbandhouders; (3)
- 7.3 Die klousule waarin die Verbandgewer homself verbind tot die Verbandhouders asook die skuldoorsaak. (2)
- 7.4 Die rente klousule; (1)
- 7.5 Die paaiement klousule; (1)
- 7.6 Die terugbetalingsklousule. (1)

**VRAAG 8****[40]**

U word genader deur Peter Philips wie die ontwikkelaar is van 'n deeltitel skema bekend as Eagles View vir advies. Die skema bestaan uit vyftien eenhede en was twee jaar gelede

**QUESTION 7****[10]**

Peter Lee who is married in community of property approaches you for a loan of R100 000,00. You have two clients, Mary Holmes (a spinster) who has R60 000,00 and Ann Martin (married in community of property to Peter Martin) who has R40 000,00 available for investment. All the parties, with the exception of Mary Holmes, have been issued with identity documents.

The details of the bond are as follows:

- a) Interest 13% per annum.
- b) Repayment in respect of capital and interest at R2 500,00 per month.
- c) The capital must be repaid on the 5<sup>th</sup> anniversary from the date of registration of the bond but the borrower is entitled to anticipate payment subject to notice.

Inventing such details as may be necessary, draw the following in respect of the mortgage bond in favour of your clients: (do not draw the entire bond)

- 7.1 The description of the Mortgagor; (2)
- 7.2 The description of the Mortgagees; (3)
- 7.3 The clause whereby the Mortgagor binds himself to the Mortgagees and the cause of debt. (2)
- 7.4 The interest clause; (1)
- 7.5 The instalment clause; (1)
- 7.6 The repayment clause. (1)

**QUESTION 8****[40]**

You are consulted by Peter Philips who is the developer of a sectional title scheme known as Eagles View. The scheme consists of fifteen units and the scheme was registered two years

geregistreer. Geen van die eenhede is al oorgepra deur Peter Philips nie en hy voorsien u nou van 'n koopvooreenkoms vir die oordrag van een van die eenhede tesame met die uitsluitlike gebruikgebied wat daarop betrekking het. Die skema is onderhewig aan 'n verband B875/2010 ten gunste van Future Bank Beperk. Die verband moet nie gekanselleer word nie maar die bank stem wel toe tot die oordrag van die eiendom.

U gaan die deeltitel planne sowel as die Titelaktes na wat deur Peter Philips aan u oorhandig is en u merk die volgende:

Volgens die koopvooreenkoms is die eiendom wat verkoop is Eenheid 5 met 'n grootte van 132 vierkante meter tesame met uitsluitlike gebruikgebiede Parkeer Plek P5 en Tuin Area G5.

Dit blyk vanuit die koopvooreenkoms dat die koper die aankoop van die eiendom gaan finansier deur die registrasie van 'n eerste verband vir 'n bedrag van R200 000,00. U het intussen opdrag gekry van Future Bank om toe te sien tot die registrasie van die verband names hulle.

8.1 Stel die Transportakte op met betrekking tot die verkoop van Eenheid 5 tesame met uitsluitlike gebruikgebied P5 en G5. (10)

8.2 Die koopvooreenkoms verwys nie na die feit dat die Ontwikkelaar 'n reg voorbehou het om die skema uit te brei nie. Stel die dokument op wat deur die koper geteken moet word indien hy steeds wil voortgaan met die koop. (5)

8.3 Hoe sou u handel met B875/2010? Stel die dokumente op vir indiening by die Akteskantoor. (10)

8.4 Lys die volgorde van die transaksies en al die dokumente wat nodig is om ingedien te word by die Akteskantoor om al die transaksies te registreer. (10)

ago. None of the units have been transferred by Peter Philips, who now presents you with an agreement of sale for the transfer of one of the units and the exclusive use area relating thereto. The scheme is subject to Bond B875/2010 in favour of Future Bank Limited. The bond is not to be cancelled but the bank is agreeable to the transfer of the property.

You peruse the sectional title plans as well as the Title Deeds which Peter Philips hands to you. You note the following:

According to the agreement of sale the property which has been sold is Unit 5 with a floor area of 132 square metres, together with exclusive use areas Parking Bay P5 and Garden Area G5.

You establish from the agreement of sale that the purchaser will be financing the property through the registration of a First mortgage bond for the sum of R200 000,00. In the meantime you receive instructions from Future Bank to attend to the registration of the mortgage bond on their behalf.

8.1 Draw the Deed of transfer in respect of the sale of Unit 5 together with Exclusive Use Area P5 and G5. (10)

8.2 The Deed of Sale does not refer to the fact that the Developer had reserved the right to extend the scheme. Draw the document required to be signed by the purchaser should he still wish to proceed with the sale. (5)

8.3 How would you deal with B875/2010? Draw the documents for lodgement in the Deeds Office? (10)

8.4 List the sequence of the transactions and all the documents which you will need to lodge in the Deeds Registry in order to effect registration of all transactions. (10)



8.5 U het as gevolg van 'n oorsig net Eenheid 5 oorgedra en nie ook uitsluitlike gebruiksgebied Parkeer Plek P5 nie. Beskryf kortliks hoe u hierdie fout sal regstel.

(5)

**VRAAG 9****[12]**

Thandi Molefe is die geregistreerde eienaar van Erf 525 Hillcrest. Sy het die eiendom gekoop in 2010 en was gesekwestreer in 2012. In 2015 het sy suksesvol aansoek gedoen om rehabilitasie. In terme van die Rehabilitasie Bevel het Erf 525 Hillcrest aan Thandi teruggeval in terme van 'n kompromie aangegaan met die krediteure. Thandi is in 2011 buite gemeenskap van goedere getroud met Carlos Ponti en het die van Molefe-Ponti aangeneem. Thandi wil nou die erf oordra waarin haar identiteitsnommer verkeerdlik uiteengesit is as 6007210219082 in plaas van 6008220219082.

9.1 Stel die dokument op wat die eiendom in die naam van die insolvent laat terugval.

(8)

9.2 Beskryf kortliks hoe u sal handel met die aanname van die van en die verkeerde identiteitsnommer.

(4)

**VRAAG 10****[13]**

Die Staat het Erf 123 Bellville groot 509 vierkante meter gehou kragtens Transportakte Nr T1892/1988 onteien in terme van die Onteieningswet Nr 63/1975. Koos Koekemoer, die betrokke Administratiewe Beampte in die Departement van Landbou is behoorlik gemagtig kragtens 'n Spesiale Volmag om al die betrokke dokumente te onderteken om oordrag van eiendomsreg aan die Staat te bewerkstellig.

10.1 Stel die nodige aansoek op ten einde oordrag aan die Staat te bewerkstellig. U kan aanvaar dat geen ander eiendomme gehou word met Transportakte Nr T1892/1988 nie.

(8)

10.2 Welke prosedure sal u volg indien Transportakte Nr T1892/1998 nie gevind kan word nie?

(2)

8.5 You have, as a result of an oversight only transferred Unit 5 and not the Exclusive Use Area Parking Bay P5. Describe briefly how you would rectify the error.

(5)

**QUESTION 9****[12]**

Thandi Molefe is the registered owner of Erf 525 Hillcrest. She purchased the property in 2010 and was sequestrated in 2012. In 2015 she applied for rehabilitation and was successful. In terms of the Rehabilitation Order, Thandi has been re-vested with Erf 525 Hillcrest in terms of a composition entered into with the creditors. Thandi married Carlos Ponti in 2011 out of community of property and has assumed the surname of Molefe-Ponti. Thandi now wants to transfer the Erf in which her identity number is incorrectly reflected as 6007210219082 instead of 6008220219082.

9.1 Draw the document re-vesting the property into the name of the insolvent.

(8)

9.2 Explain briefly how you would deal with the assumption of the surname and the incorrect identity number.

(4)

**QUESTION 10****[13]**

The State expropriated Erf 123 Bellville in extent 509 square metres held by Deed of Transfer No T1892/1988 in terms of the Expropriation Act No 63/1975. Koos Koekemoer, the relevant Administrative Officer in the Department of Agriculture is duly authorised by Special Power of Attorney to sign all the relevant documents to pass transfer of ownership to the State.

10.1 Prepare the relevant application in order to pass transfer to the State. You may assume that no other properties are being held by Deed of Transfer No T1892/1988.

(8)

10.2 What procedure will you follow if Deed of Transfer No T1892/1988 cannot be located?

(2)

10.3 Op welke tydstip gaan eienaarskap van die onteiene eiendom aan die Staat oor?  
(1)

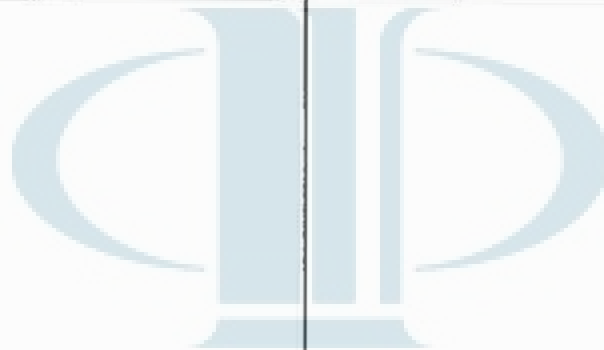
10.4 Welke prosedure sal gevolg word indien slegs 'n gedeelte van Erf 123 Bellville onteien is en die Staat 'n reg van weg wil registreer oor die onteiene gedeelte?  
(2)

10.3 At what point in time does ownership in the expropriated property pass to the State?  
(1)

10.4 What procedure must be followed if only a portion of Erf 123 Bellville is expropriated and the State wants to register a servitude right of way over the portion expropriated?  
(2)

- DIE EINDE -

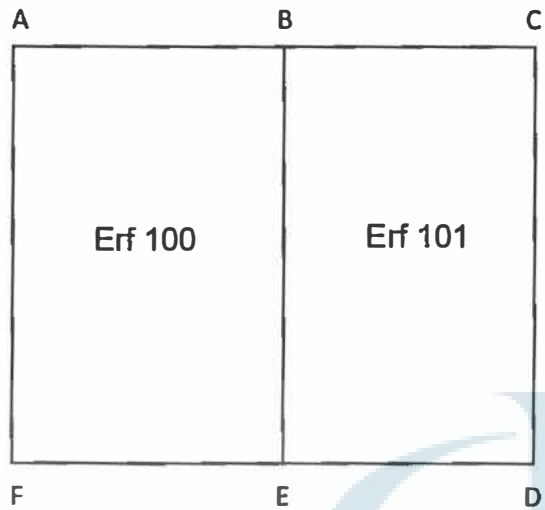
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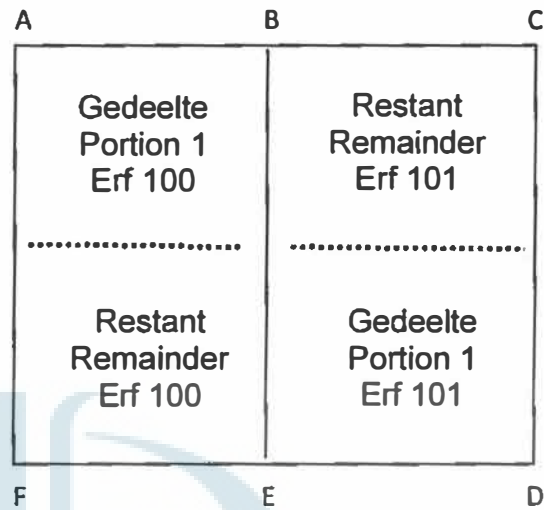
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# AANHANGSEL "A" / ANNEXURE "A"

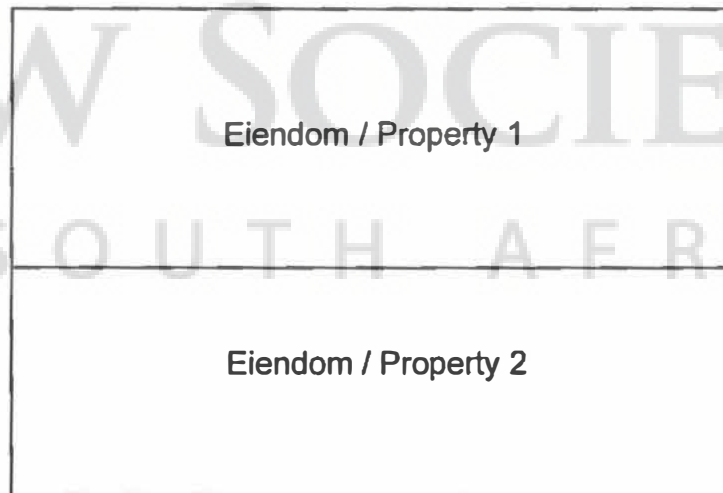
## SKETCH 1



## SKETCH 2



## SKETCH 3



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