

DIE REPUBLIEK VAN SUID-AFRIKA

TRANSPORTBESORGINDEKSAMEN

DEEL 1

6 SEPTEMBER 2017 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 skrifte 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 aflê 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 drui dus hierdie eksamen.

TOTALE PUNTE: [200]

THE REPUBLIC OF SOUTH AFRICA

CONVEYANCING EXAMINATION

PART 1

6 SEPTEMBER 2017 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

[30]

Die ondergemelde eiendomme is geregistreer in die naam van die TCM Trust IT Nr.1007/2004 en Preferred Development BK Registrasie Nommer 2001/011133/23 in onverdeelde aandele, naamlik:

1. ERF 100 BENDOR, Groot 2 500 vierkante meter – Gehou kragtens Sertifikaat van Verenigde Titel T123/2008, onderhewig aan die volgende voorwaardes:
 - a. Die eiendom sal nie onderverdeel of verenig word sonder die skriftelike toestemming van die Plaaslike Owerheid nie.
 - b. Die eiendom is onderhewig aan 'n 4.05 meter wye serwituut reg van weg ten gunste van XYZ (Edms) Bpk soos meer volledig sal blyk uit Notariële Akte Nr. K111/2004S met kaart aangeheg aan Transportakte T2015/2004.
 - c. Die eienaar sal nie geregtig wees om die eiendom of enige onderverdeling daarvan oor te dra sonder 'n uitklaringssertifikaat van die BENDOR HOMEOWNERS' ASSOCIATION NPC nie.
 - d. Die regte tot alle minerale is voorbehou ten gunste van Kalla Investments Beperk.
2. ERF 101 BENDOR, Groot 2 100 vierkante meter – Gehou kragtens Transportakte T133/2007, onderhewig aan die volgende voorwaardes:
 - a. Die eiendom sal nie onderverdeel of verenig word sonder die skriftelike toestemming van die Plaaslike Owerheid nie.
 - b. Die eiendom is onderhewig aan 'n serwituut reg van weg ten gunste van ERF 100 BENDOR.
 - c. Die eiendom is onderhewig aan 'n 4.00 meter wye serwituut reg van weg ten gunste van XYZ (Edms) Bpk soos meer volledig sal blyk uit Notariële Akte Nr. K113/2004S met kaart aangeheg aan Transportakte T1013/2004.

QUESTION 1

[30]

The undermentioned properties are registered in the name of the TCM Trust IT No 1007/2004 and Preferred Development CC Registration Number 2001/011133/23 in undivided shares, namely:

1. ERF 100 BENDOR, Measuring 2 500 square metres – Held by Certificate of Consolidated Title T123/2008, subject to the following conditions:
 - a. The property shall not be subdivided nor consolidated save with the written consent of the Local Authority.
 - b. The property is subject to a 4.05-metres wide right of way servitude in favour of XYZ (Pty) Ltd as will more fully appear on Notarial Deed No K111/2004S with diagram annexed to Deed of Transfer T2015/2004.
 - c. The owner will not be entitled to transfer the erf or any subdivision thereof without a clearance certificate from the BENDOR HOMEOWNERS' ASSOCIATION NPC.
 - d. The rights to all minerals are reserved in favour of Kalla Investments Limited.
2. ERF 101 BENDOR, Measuring 2 100 square metres – Held by Deed of Transfer T133/2007; subject to the following conditions:
 - a. The property shall not be subdivided nor consolidated save with the written consent of the Local Authority.
 - b. The property is subject to a servitude of right of way in favour of ERF 100 BENDOR.
 - c. The property is subject to a 4.00-metres wide right of way servitude in favour of XYZ (Pty) Ltd as will more fully appear on Notarial Deed No K113/2004S with diagram annexed to Deed of Transfer T1013/2004.

d. Die regte tot alle minerale is voorbehou ten gunste van Kalla Investments Beperk.

■ Die bogemelde twee eiendomme is langs mekaar geleë en die Trustees van die TCM Trust en die lede van die BK het besluit om die eiendomme te konsolideer;

■ Daar is 'n caveat aangeteken teen ERF 101 BENDOR tot die effek dat 'n hofbevel verleen is vir die doel van magtiging vir die invoeging van die BENDOR HOMEOWNERS' ASSOCIATION NPC voorwaarde – dieselfde as die voorwaarde waaraan Erf 100 onderhewig is (voorwaarde c);

■ Die goedgekeurde konsolidasie kaart LG Nr.1007/2014 toon die volgende inligting aan:

a. "Komponente:

1. Die figuur AbcD verteenwoordig Erf 100 Bendor;

2. Die figuur aBCd verteenwoordig Erf 101 Bendor;

En

b. "Serwituut notas:

1. Die lyn vx verteenwoordig die middellyn van 'n serwituut 4.05 meter wyd soos vervat in Notariële Akte K111/2004S;

2. Die lyn BC verteenwoordig die middellyn van 'n serwituut 4.00 meter wyd soos per Notariële Akte Nr. K113/2004S."

1.1 Stel die aansoek op van die eienaars vir die uitreiking van die Sertifikaat van Verenigde Titel na aanleiding van die gemelde feite. Voorsien eie besonderhede waar nodig. Die beskrywing van die partye en die eiendomme moet voldoen aan die aktes praktyk. (10)

1.2 Stel die Sertifikaat van Verenigde Titel op na aanleiding van die gemelde feite. Die beskrywing van die partye, die eiendomme en die kwalifisering van die voorwaardes moet voldoen aan die aktes praktyk. Voorsien eie besonderhede waar nodig. (18)

d. The rights to all minerals are reserved in favour of Kalla Investments Limited.

■ The above two properties are adjacent to each other and the Trustees of the TCM Trust and the Members of the CC have decided to consolidate the properties;

■ There is a caveat noted against ERF 101 BENDOR to the effect that a court order has been granted for the purpose of authorising the insertion of the BENDOR HOMEOWNERS' ASSOCIATION NPC condition – same as the condition to which Erf 100 is subject (condition c);

■ The approved consolidation diagram SG No1007/2014 reflects the following data:

a. "Components:

1. The figure AbcD represents Erf 100 Bendor;

2. The figure aBCd represents Erf 101 Bendor;

And

b. "Servitude notes:

1. The line vx represents the centre line of a servitude 4.05 metres wide as contained in Notarial Deed K111/2004S;

2. The line BC represents the centre line of a servitude 4.00 metres wide as per Notarial Deed No K113/2004S."

1.1 Draft the application by the owners for the issue of the Certificate of Consolidated Title on account of the stated facts. Provide your own details where required. The description of the parties and the properties must conform to the deeds practice. (10)

1.2 Draft the Certificate of Consolidated Title in terms of the stated facts. The description of the parties, the properties and qualification of conditions must conform to the deeds practice. Provide your own facts where necessary. (18)

1.3 Hoe sou u konsep Sertifikaat van Verenigde Titel geraak gewees het indien die Trustees 1/3 en die BK 2/3 in elkeen van die eiendomme gehou het? (2)

1.3 How would your draft Certificate of Consolidated Title be affected if the Trustees owned 1/3 and the CC owned 2/3 in both properties? (2)

VRAAG 2**[15]**

■ 'n Eiendom beskryf as Gedeelte 1 van die Plaas Polokwane Nr. 234 groot 250 hektaar is geregistreer in die naam van Jane Doe Identiteitsnommer 810101 0081 081 (as blote eienaar), getroud buite gemeenskap van goedere met John Doe onderhewig aan die aanwasbedeling.

■ A property described as Portion 1 of the Farm Polokwane No 234 measuring 250 hectares is registered in the name of Jane Doe Identity Number 810101 0081 081 (as bare dominium owner), married out of community of property to John Doe subject to the accrual system.

■ Die plaas word gehou met Transportakte T1002/2004 wat onder die titel voorwaardes verwys na 'n vruggebruik ten gunste van haar vader James Doe Identiteitsnommer 530303 0053 08 3 (die vruggebruiker) wie getroud was met Lee Doe in Japan waar hy gedomiliseërd was.

■ The farm is held under Deed of Transfer T1002/2004, which reflects under conditions of title a right of usufruct in favour of her father James Doe Identity Number 530303 0053 08 3 (the usufructuary) who was married to Lee Doe in Japan where he was domiciled.

■ Jane Doe en James Doe het besluit om die plaas te onderverdeel en die voorgenome gedeelte 10 (Gedeelte van Gedeelte 1) van die Plaas Polokwane Nr. 234 groot 100 hektaar te verkoop vir die bedrag van R1 500 000 aan ABC Eiendoms Beperk Reistrasienommer 1999/111123/07. Hulle oorhandig aan u die volgende:

■ Jane Doe and James Doe have decided to subdivide the farm and sell the proposed portion 10 (Portion of Portion 1) of the Farm Polokwane No 234 measuring 100 hectares for an amount of R1 500 000 to ABC Proprietary Limited Registration number 1999/111123/07. They hand you the following:

1. Die kooporeenkoms waaruit dit blyk dat die eiendom verkoop is onderhewig aan 'n voorwaarde opgelê ten gunste van 'n derde party, naamlik die Polokwane Farms Huiseienaarsvereniging NPC Reistrasienommer 2016/000001/08.

1. The deed of sale from which it appears that the property is sold subject to a condition imposed in favour of a third party, namely the Polokwane Farms Homeowner Association NPC Registration Number 2016/000001/08.

2. Transportakte T1002/2004 wat die volgende voorwaardes vervat:

2. The Deed of Transfer T1002/2004, which reflects the following conditions:

a. Geen boorgate vir die onttrekking van grondwater mag op die eiendom gesink word nie; en

a. No drilling of boreholes will be permitted for the abstraction of groundwater on the property; and

b. Die vruggebruik ten gunste van James Doe Identiteitsnommer 530303 0053 083.

b. The usufruct in favour of James Doe Identity Number 530303 0053 083.

3. Die onderverdelingskaart LG Nr. 1001/2017 ten opsigte van gedeelte 10 (Gedeelte van Gedeelte 1) van die Plaas Polokwane Nr.234.

2.1 Stel die transportvolmag op vir die oordrag aan die koper. Voorsien sulke verdere besonderhede om u antwoord behoorlik volledig te maak. Die beskrywing van die partye, eiendomme en voorwaardes moet volledig weergegee word en voldoen aan aktekantoor praktyke. Verseker verder dat die voorwaarde ten gunste van die derde party geregistreer word en voldoen aan alle regsvereistes, indien enige.

(12)

2.2 Wat betref die huwelik tussen James Doe en Lee Doe veronderstel dat die partye vervreem is van mekaar. James Doe deel u mee dat hy nie vir Lee gesien het vir 5 jaar nie en dat sy hom op geen manier sal bystaan indien nodig nie. Hoe sal dit u oordrag beïnvloed? Bespreek ten volle.

(3)

VRAAG 3**[40]**

Beskryf die oordraggewer/s in die aanhef van 'n transportvolmag in die volgende gevalle. Voorsien u eie verdere besonderhede om u antwoord ten volle te voltooi.

3.1 Die eiendom is geregistreer in die naam van Bridget Jones, ongetroud, onderhewig aan 'n vruggebruik ten gunste van haar broer Simon, ongetroud. Sedert die oordrag en die vruggebruik geregistreer was is Simon met Penny Lane getroud sonder 'n huweliksvoorwaardekontrak. Bridget en Simon het die eiendom verkoop.

(4)

3.2 Die eiendom wat verkoop is, is geregistreer in die naam van Ian Taylor, getroud buite gemeenskap van goedere. Die eiendom is onderhewig aan 'n *fidei commissum* ten gunste van die kinders gebore uit die huwelik tussen Ian Taylor en Annie. Annie

3. The subdivisional diagram SG No. 1001/2017 in respect of the proposed portion 10 (Portion of Portion 1) of the Farm Polokwane no 234.

2.1 Draft the power of attorney to pass transfer to the purchaser. Provide such further details to complete your answer properly. The description of the parties, properties and conditions must be fully disclosed and conform with deeds office practice. Further ensure that the condition in favour of third party is registered and comply with any legal requirements, if any.

(12)

2.2 Considering the marriage of James Doe, and Lee Doe, assume that the parties are estranged from each other. James Doe informs you that he has not seen Lee in 5 years and that she would not assist him in any way if required. How would this affect your transfer? Discuss in full.

(3)

QUESTION 3**[40]**

Describe the transferor/s in the preamble of a power of attorney to pass transfer in the following circumstances. Provide your own further details to complete your answer fully.

3.1 The property is registered in the name of Bridget Jones, unmarried, subject to a usufruct in favour of her brother Simon, unmarried. Since the transfer and the usufruct were registered, Simon married Penny Lane without an antenuptial contract. Bridget and Simon have sold the property.

(4)

3.2 The property sold is registered in the name of Ian Taylor, married out of community of property. The property is subject to a *fidei commissum* in favour of the children born from the marriage between Ian Taylor and Annie. Annie died

- | | |
|--|--|
| <p>is twee jaar gelede oorlede. Twee kinders was gebore. Sean en Ryan, gebore in 1984 en 1986 onderskeidelik en beide ongetroud. Hule stem toe tot die verkoping. (6)</p> | <p>two years ago. Two children were born. Sean and Ryan, born in 1984 and 1986 respectively and both unmarried. They agree to the sale. (6)</p> |
| <p>3.3 'n Hofbevel het die verkoping van 'n eiendom geregistreer in die naam van Siphon Zondi (gebore op 5 April 2008) gemagtig. Die aansoek vir die hofbevel was gebring deur die ouers van Siphon om vir sy opvoeding te betaal. (2)</p> | <p>3.3 In terms of an Order of Court the sale of a property registered in the name of Siphon Zondi, (born on the 5th April 2008) has been sanctioned. The application for the Order of Court was launched by the parents of Siphon to fund his education. (2)</p> |
| <p>3.4 In omstandighede soortgelyk aan 3.3 hierbo stel die aanhef in die transportvolmag op weereens met beskrywing van die oordraggewer/s waar die geregistreerde eienaar James Blunt (Identiteitsnommer 050401 5067 08 7) is. (3)</p> | <p>3.4 In the circumstances similar to 3.3 above draw the preamble of the power of attorney to pass transfer, again describing the transferor/s where the registered owner is James Blunt (Identity Number 050401 5067 08 7). (3)</p> |
| <p>3.5 Die Kurator van 'n geestesongestelde pasiënt waar 'n gesamentlike boedel <u>nie</u> van toepassing is nie. (3)</p> | <p>3.5 The Curator of a mental patient where a joint estate is <u>not</u> involved. (3)</p> |
| <p>3.6 Die Kurator van 'n geestesongestelde pasiënt waar 'n gesamentlike boedel van toepassing <u>is</u>. (4)</p> | <p>3.6 The Curator of a mental patient where a joint estate <u>is</u> involved. (4)</p> |
| <p>3.7 Die Balju van die Landdroshof by 'n verkoping in eksekusie. (3)</p> | <p>3.7 The Sheriff of the Magistrates Court in case of a sale in execution. (3)</p> |
| <p>3.8 'n Regspersoon in 'n Deeltitelskema wat oordrag gee van 'n gedeelte van die gemeenskaplike eiendom in die skema. (4)</p> | <p>3.8 A Body Corporate in a Sectional Title Scheme giving transfer of a portion of the common property of the scheme. (4)</p> |
| <p>3.9 'n Eiendom was verkoop deur gades, getroud binne gemeenskap van goedere met mekaar. Die vrou is oorlede en die oordrag is nog nie geregistreer nie. Die eksekuteur is 'n bank. (3)</p> | <p>3.9 A property was sold by spouses, married in community of property to each other. The wife dies and transfer has not been registered. The executor is a bank. (3)</p> |
| <p>3.10 Raj Singh was getroud buite gemeenskap van goedere met Priya Singh. In terme van sy testament gedateer 10 Januarie 2005 het hy sy onroerende eiendom bemaak aan sy vrou wie ook die eksekuteur in sy boedel is. Ten tyde van</p> | <p>3.10 Raj Singh was married out of community of property to Priya Singh. In terms of his will dated the 10th January 2005 he bequeathed his immovable property to his wife who is also the executrix of his estate. At the time of his death Raj Singh</p> |

sy dood was Raj Singh 'n geestesongestelde pasiënt en sy kurator was Seema Naran wie aangestel was as *curator bonis* deur 'n bevel van die Hooggeregshof gedateer 22 Junie 2009. Raj Singh is oorlede op 24 Julie 2011.

(4)

3.11 Hugh Grant is aangestel om te handel in terme van artikel 18(3) van die Boedelwet 66 van 1965 in die boedel van Emily Blunt.

(4)

VRAAG 4**[18]**

A is die eienaar van 'n eiendom gehou kragtens Sertifikaat van Verenigde Titel T1000/2010. Die nommer van die konsolidasie kaart is LG Nr. 582/2009.

4.1 U ontvang nou instruksies om die eiendom oor te dra. Stel die uitstrekkingsklousule op soos dit sal verskyn in die nuwe transportakte.

(3)

4.2 Die oordrag verwys na in 4.1 was geregistreer kragtens transportakte T2000/2010. U ontvang nou instruksies om die eiendom oor te dra aan twee kopers X en Y. Stel die uitstrekkingsklousule op soos dit sal verskyn in die nuwe transportakte.

(3)

4.3 Die oordrag verwys na in 4.2 was geregistreer kragtens transportakte T1234/2011. X het sy ½ aandeel in die eiendom verkoop aan Y. U ontvang instruksies om die eiendom oor te dra. Stel die uitstrekkingsklousule op soos dit sal verskyn in die nuwe transportakte.

(4)

4.4 Die oordrag verwys na in 4.3 was geregistreer kragtens transportakte T50084/2012. Y het die eiendom verkoop en u ontvang instruksies om die eiendom oor te dra. Stel die uitstrekkingsklousule op soos dit sal verskyn in die nuwe transportakte.

(4)

was a mental patient and his curator was Seema Naran who was appointed *curator bonis* by order of the High Court dated 22nd June 2009. Raj Singh died on the 24th of July 2011.

(4)

3.11 Hugh Grant has been appointed to act in terms of section 18(3) of the Administration of Estates Act 66 of 1965 in the Estate of Emily Blunt.

(4)

QUESTION 4**[18]**

A is the owner of a property held by Certificate of Consolidated Title T1000/2010. The number of the consolidation diagram is SG No 582/2009.

4.1 You now receive instructions to transfer the property. Draft the extending clause as it will appear in the new deed of transfer.

(3)

4.2 The transfer referred to in 4.1 was registered under number T2000/2010. You now receive instructions to transfer the property to two purchasers X and Y. Draft the extending clause as it will appear in the new deed of transfer.

(3)

4.3 The transfer referred to in 4.2 was registered under T1234/2011. X has sold his ½ share in the property to Y. You receive instructions to register the transfer. Draft the extending clause as it will appear in the new deed of transfer.

(4)

4.4 The transfer to in 4.3 was registered under T50084/2012. Y has sold the property and you are instructed to register the transfer. Draft the extending clause as it will appear in the new deed of transfer.

(4)

4.5 Die oordrag verwys na in 4.4 was geregistreer kragtens transportakte T8010/2013. 'n Onderverdelingskaart LG Nr.246/2013 is goedgekeur en u ontvang instruksies om die oordrag van die opgemete gedeelte aan die koper daarvante registreer. Stel die uitstrekklousule op soos dit sal verskyn in die nuwe transportakte. (4)

VRAAG 5**[10]**

Stewart Davies, Identiteitsnommer 520332 5054 08 1 en Anna Davies, Identiteitsnommer 560402 0045 08 3 wie met mekaar getroud is binne gemeenskap van goedere op 7 Mei 1986 is die geregistreerde eienaars van Erf 58 Boshof, groot 2 045 (Twee Duisend en Vyf en Veertig) vierkante meter kragtens Transportakte Nr. T1784/1987.

Die titelakte bepaal dat die eiendom onderhewig is aan 'n lewenslange vruggebruik ten gunste van Jamina Smith, Identiteitsnommer 261212 0032 08 0, ongetroud. Jamina Smith het met Mark Blap getrou op 1 September 1999 sonder om 'n huweliksvoorwaardekontrak te registreer. Jamina het Mark se van aangeneem.

U kliënt, Bergbank Beperk, verlang dat 'n eerste verband oor die eiendom geregistreer word vir die bedrag van R100 000.00 (Een Honderd Duisend Rand) tesame met 'n koste klousule van R20 000.00 (Twintig Duisend Rand). U kliënt vereis dat die vruggebruikster afstand doen van haar regte met betrekking tot die verband en dat sodanige afstanddoening vervat word in die verband.

Stel die volmag op vir ondertekening deur die vruggebruikster.

VRAAG 6**[55]**

KANDIDATE moet seker maak dat hulle die Aanhangsel "A" (die geregistreerde Akte van Transport T999/2012) en Aanhangsel "B" (Vel 1 van die goedgekeurde Deeltitelplan L.G. No D787/2014) het. Die ander velle van die deeltitelplan L.G. No D787/2014 is nie relevant tot die vraag nie.

4.5 The transfer referred to in 4.4 was registered under number T8010/2013. A subdivision diagram has been approved under number SG no 246/2013 and you receive instructions to register the transfer of the surveyed portion to the purchaser thereof. Draft the extending clause as it will appear in the new deed of transfer. (4)

QUESTION 5**[10]**

Stewart Davies, Identity number 520332 5054 08 1 and Anna Davies, Identity number 560402 0045 08 3, who were married on 7 May 1986 in community of property, are the registered owners of Erf 58, Boshof, extent 2 045 (Two Thousand and Forty Five) square metres in terms of Deed of Transfer no T1784/1987.

The title deed states that the property is subject to a life usufruct in favour of Jamina Smith, Identity number 261212 0032 08 0, unmarried. Jamina Smith married Mark Blap without registering an Ante Nuptial Contract on the 1st September 1999. Jamina assumed Mark's surname.

Your client, Bergbank Limited, required a first bond to be registered over the property in amount of R100 000.00 (One Hundred Thousand Rand) with a costs clause of R20 000.00 (Twenty Thousand Rand). Your client requires the usufructuary to waive her rights regarding the bond and that such waiver be contained in the mortgage bond.

Draft the power of attorney for signing by the usufructuary.

QUESTION 6**[55]**

Candidates must ensure that they are in possession of Annexure "A" (registered deed of transfer T999/2012) and Annexure "B" (Sheet 1 of approved Sectional Plan S.G No. D787/2014). The other Sheets of the said Sectional Plan S.G No. D787/2014 are not relevant for the question.

U kliënt is die geregistreerde eienaar van die gemelde eiendom in die aangehegte Akte van Transport no T999/2012 (Aanhangsel "A"). U kliënt gee aan u opdrag om die Deeltitelregister te open in terme van die goedgekeurde Deeltitelplan Nr. L.G. 787/2014 (Aanhangsel "B").

Your client is the registered owner of the Property held by the attached Deed of Transfer T999/2012 (Annexure "A"). Your client has instructed you to attend to the opening of the Sectional Title Register in terms of approved Sectional Plan S.G No. D787/2014 (Annexure "B").

6.1 Gee die skakeling/lys van die indienings omslae en die skakeling van die dokumente wat ingedien word in die aktekantoor. Noem/lys die dokumente wat in elke omslag ingedien moet word.

6.1 List the lodgement covers and linking of the documents to be lodged in the Deeds Office. List/name the documents to be lodged in each cover. (15)

(15)

6.2 Stel die volgende dokumente op (gebruik u eie verdere besonderhede waar dit benodig word):

6.2 Prepare the following documents (use your own further particulars where required):

6.2.1 Die aansoek vir die opening van die Deeltitel Register; (10)

6.2.1 The application for opening of the Sectional Title Register; (10)

6.2.2 Die Artikel 11 (3) (b) skedule/aansoek van voorwaardes in terme van die Deeltitelwet, Wet 95 van 1986; (10)

6.2.2 The Schedule of Conditions in terms of Section 11 (3) (b) of the Sectional Titles Act No. 95 of 1986; (10)

6.2.3 Die dokument wat ingedien moet word om te voldoen aan die caveat wat genoteer is op Vel 1 van die Deeltitelplan no L.G. No D787/2014 (Aanhangsel "B"). (10)

6.2.3 The document to be lodged in terms of the caveat noted on Sheet 1 of Sectional Plan S.G No. D787/2014 (Annexure "B"). (10)

6.2.4 U kan aanvaar dat die Deeltitel Register geopen is en die dokument na verwys in 6.2.3 is geregistreer onder Sertifikaat van Saaklike Regte SK123/2017.

6.2.4 Assume the Sectional Title register has been opened and document referred to in 6.2.3 has been registered under Certificate of Real Rights SK123/2017.

U kliënt sedeer/dra oor aan 'n ander ontwikkelaar 'n spesifieke gedeelte van die gemeenskaplike eiendom wat gehou word kragtens die Sertifikaat van Saaklike Regte SK123/2017; 'n Gedeelte van die regte word steeds gehou kragtens die genoemde Sertifikaat van Saaklike Regte SK123/2017 en u kliënt wil voortgaan om 'n verband te registreer ten gunste van 'n bank oor die Sertifikaat van Saaklike Regte SK123/2017.

Your client has transferred/ceded a defined portion of the common property held by the said Certificate of Real Rights SK123/2017 to another developer. There is still a portion of the rights held by the Certificate of Real Rights SK123/2017 and your client has decided to register a mortgage in favour of a bank over the Certificate of Real Rights SK123/2017.

Hoe sal u die eiendom beskryf onder die verband wat geregistreer staan te word?

How will you describe the property in the mortgage bond to be registered?

(10)

(10)

VRAAG 7**[10]**

A is die eienaar van Erf 1 en 2 in dieselfde dorp. Erf 1 is verbind onder verband ten gunste van Eerste Bank vir R500 000,00 en Erf 2 is verbind onder verband ten gunste van Beste Bank vir R200 000,00. Beide verbande is dekkingsverbande.

Die bedrag verskuldig aan Eerste Bank is R250 000,00 en die volle bedrag is nog verskuldig onder Beste Bank. A het nie die fondse om die uitstaande bedrae te betaal vir enige van die verbande nie.

A het toestemming gekry om die eiendomme te konsolideer en 'n konsolidasie kaart is goedgekeur. U kry opdrag om toe te sien tot die registrasie van die konsolidasie. Verduidelik hoe u sal handel met die verbande op die mees koste effektiewe manier. Moenie enige dokumente opstel nie.

VRAAG 8**[10]**

A en B (beide ongetroud) is die mede eienaars van 'n eenheid en 'n uitsluitlike gebruiksgebied in 'n deeltitelskema. Die eiendom word gehou gesamentlik deur Transportakte no ST12/2012 en Sertifikaat van Saaklike Regte van Uitsluitlike gebruiksgebied no SK14/2012 onderskeidelik. Daar is 'n verband no SB14/2012 geregistreer oor die eiendom (eenheid en die uitsluitlike gebruiksgebied) ten gunste van Beste Bank.

B verkoop sy helfte van die eiendom in die eenheid en die uitsluitlike gebruiksgebied aan C (ook ongetroud) en Beste Bank stem toe tot die ontheffing van die onverdeelde aandeel wat verkoop word aan C uit die werking van die verband. Beste Bank verleen ook finansiering aan C op voorwaarde dat 'n verband geregistreer word ten gunste van Beste Bank oor die gedeelte wat C kry.

Bespreek volledig en op watter wyse u die bogemelde sal kan bewerkstellig. U moet ook 'n lys gee van die dokumente wat ingedien moet word by die aktekantoor. U sal gepenaliseer word indien u enige onnodige dokumente noem.

QUESTION 7**[10]**

A is the owner of Erven 1 and 2 in the same township. Erf 1 is mortgaged in favour of First Bank for R500 000,00 and Erf 2 is mortgaged in favour of Best Bank for R200 000,00. Both bonds are covering bonds.

The amount owing to First Bank is R250 000,00 and the full amount is still owing to Best Bank. A is not in possession of own funds to repay either or both of the bonds.

A has obtained consent to consolidate the erven and a consolidation diagram has been approved. You are instructed to attend to the registration of the consolidation. Explain how you will deal with the bonds in the most cost effective manner. Do not draw any documents.

QUESTION 8**[10]**

A and B (both unmarried) are the joint owners of a unit and an exclusive use area in a sectional title scheme held jointly by them in terms of Deed of Transfer ST12/2012 and Certificate of Real Right of Exclusive Use SK 14/2012 respectively. There is a mortgage bond SB14/2012 registered over the unit and exclusive use area in favour of Best Bank.

B has sold his half share in both the unit and the exclusive use area to C (also unmarried) and Best Bank has agreed to release the undivided share sold to C from the operation of its mortgage bond. Better Bank has agreed to finance the sale between B and C on condition that a mortgage bond will be registered in its favour over the share acquired by C.

Discuss the aforesaid fully and how you will achieve the desired result. You must also list the documents to be lodged in the Deeds Office. You will be penalized should you list unnecessary documents.

VRAAG 9

[12]

In Akte van Transport Nr. T14205/2012, lees die vestigingsklousule as volg:

"Paul Spade in trust vir die kinders gebore of gebore te word uit die huwelik van Paul en Kate Spade"

Paul en Kate het twee kinders naamlik Joe wat 18 jaar oud is en Anna wat 21 jaar oud is. Joe is getroud buite gemeenskap van goed. Anna is getroud binne gemeenskap van goed met John King. Paul Spade sterf op 1 September 2015. Die oorspronklike testament waarin die eiendom toegeken word aan die kinders van Paul en Kate, bevat die gewone klousule dat enige erfplating nie deel vorm van enige huwelik binne gemeenskap van goed nie.

Verskaf u eie verdere besonderhede en stel die dokument op vir indiening in die Akte kantoor vir die oordrag van eienaarskap na die kinders van Paul en Kate Spade.

QUESTION 9

[12]

In Deed of Transfer Number T14205/2012, the vesting clause reads as follows:

"Paul Spade in trust for the children born or to be born of the marriage of Paul Spade and Kate Spade"

Paul and Kate have two children namely, Joe aged 18 and Anna aged 21. Joe is married out of community of property. Anna is married in community of property to John King. Paul Spade died on 1 September 2015. The original will in which the property was bequeathed to the children of Paul and Kate Spade, contains the standard clause that any inheritance will not form part of a marriage in community of property.

Providing your own further particulars, draw the relevant document for lodgement at the Deeds office for transfer of ownership to the children of Paul and Kate Spade.

- DIE EINDE -

- THE END -

LAW SOCIETY
OF SOUTH AFRICA

ANNEXURE "A"

PREPARED BY ME

Mark Dhlamini

CONVEYANCER
MARK DHLAMINI

1	999	2012
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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

BEN BOLD

appeared before me, REGISTRAR OF DEEDS at Pretoria, he the said Appearer being duly authorised thereto by a Power of Attorney signed at Rosebank on 15 AUGUST 2012 and granted to him/her by

TRAKPROPS 135 (PROPRIETARY) LIMITED
No. 1997/004158/07

And the Appearer declared that his said principal had truly and legally sold and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

S.A.L.T. PROPERTIES (PROPRIETARY) LIMITED
NO. 2000/007410/07

Its successors in title or Assigns, in full and free property

ERF 1738 MORNINGSIDE EXTENSION 50, Registration Division I.R.,
The Province of Gauteng;

MEASURING 1,0573 (ONE COMMA ZERO FIVE SEVEN THREE)
HECTARES

FIRST REGISTERED BY CERTIFICATE OF CONSOLIDATED TITLE T
111/2009 WITH DIAGRAM SG NO. 7716/2009 ANNEXED AND HELD
BY DEED OF TRANSFER No. 203/2010

SUBJECT TO THE FOLLOWING CONDITIONS:-

- A. (a) All rights to minerals, mineral products and metals and precious stones on or under the land hereby transferred (with the exception of clay, fire-clay and other materials required or used in the manufacture of bricks, tiles, earthenware, pipes and/or pottery, which shall be the property of the Transferee) shall remain vested in Joseph Kramer and Isaac Frankel carrying on business in co-partnership under the style of firm of "KRAMER & FRANKEL" and NATHAN RUTSTEIN, together with:
- (i) All rights pertaining to the holder of Mineral Rights under the Precious and Base Metals Act 1908 (Transvaal) or any statutory amendment thereof and all other laws relating to gold and other precious and base metals and minerals and precious stones for the time being or hereafter in force.
 - (ii) Any rights which which may be or become vested in the freehold owners to share in any proceeds which may accrue to the State from the disposal of Mining Rights under the property hereby transferred.
- (b) In respect of the above rights to minerals a Certificate of Mineral Rights No K1119/1998 RM has been issued in terms of Section 71 of Act 47 of 1937 and in respect of the above real rights. A Certificate of Real Rights No K1126/1998S has been issued in terms of Section 64 of Act 47 of 1937.
- B. **SUBJECT to the following conditions imposed by the Local Authority in terms of the provisions of the Town-Planning and Townships Ordinance No 15 of 1986.**
- (a) The erf is subject to a servitude, 2 m wide in favour of the Council, for sewerage and other municipal purposes along any two boundaries of the erf other than a street boundary, and in the case of a panhandle erf, an additional servitude for municipal purposes 2 m wide across the access portion of the erf, if and when required by the Council : Provided that the Council may dispense with any such servitude.
 - (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2 m therefrom.

D. CONDITIONS IMPOSED IN FAVOUR OF THE MILLENNIUM BUSINESS PARK OWNERS ASSOCIATION NUMBER 2000/003382/08 (ASSOCIATION INCORPORATED IN TERMS OF SECTION 21 OF THE COMPANIES ACT, 1973):

- i. "The owner of the property, or any subdivision thereof, or of any interest therein shall not be entitled to transfer the property, or such subdivision thereof, or any interest therein, without the prior written consent of the Millennium Business Park Owners Association ("the Association") which shall not be withheld if all monies owing to the Association by the owner to date of transfer have been paid;
- ii. Every owner of the property, or of any subdivision thereof, or of any interest therein, shall remain a member of the Association and be subject to its memorandum and articles of association until he/she ceases to be an owner as aforesaid. Neither the property nor any subdivision thereof, nor any interest therein shall be transferred to any person who has not bound him/herself to the satisfaction of such Association to become a member thereof;

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid deeds.

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

TRAKPROPS 135 (PROPRIETARY) LIMITED
No. 1997/004158/07

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

S.A.L.T. PROPERTIES (PROPRIETARY) LIMITED

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 R135 660,00(ONE

HUNDRED AND THIRTY FIVE THOUSAND SIX HUNDRED AND SIXTY RAND)
and the date of sale to be 14TH MAY 2012.

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 Pretoria
on this the 11th October 2012.

Ben Balel

q.q.



In my presence

Best Ever.

REGISTRAR OF DEEDS

LAW SOCIETY
OF SOUTH AFRICA

Annexure 'B'

SECTIONAL PLAN No. SS	SHEET 1 OF 29 SHEETS	S.G. No. D 787/2014
Registered at Pretoria		Approved 
Registrar of Deeds Date		for Surveyor-General Date 2014-09-18
NAME OF SCHEME : SANDTON SKYE		
DESCRIPTION OF LAND ACCORDING TO DIAGRAM : Erf 1738 Morningside Extension 50 Township, Province of Gauteng, measuring 1,0573 hectares.		
DIAGRAM No. S.G.No. 7716/2009		
NAME OF LOCAL AUTHORITY : City of Johannesburg		
DESCRIPTION OF BUILDINGS: One Building namely :- a) Building 1 comprising Sections 1,3,5 to 17,19,21 to 114,116,118 to 146, 148,150 to 162,164,166 to 202,204,206 to 220 and common property.		
CAVEAT : The Developer reserves the right to extend the scheme by the erection of further buildings.		
FOR EXCLUSIVE USE AREAS : See Sheets 3 to 12.		
ENCROACHMENT ON THE LAND : Nil		
CERTIFICATE : I, Stephen Douglas Shires, hereby certify that I have prepared Sheets 1 to 29 inclusive of this Sectional Plan from survey in accordance with the provisions of the Sectional Titles Act 95 of 1986 and the regulations promulgated thereunder		
Date : 22.07.2014 Registration No. PLS 0782-D	Signed 	LAND SURVEYOR Address : P.O.Box 2429 RANOBURG 2125 Tel & Fax (011) 884-3352
SURVEY RECORDS 1680/2014	COMPILATION : IR1A-17/C	Gen. Plan A3680/1968 TP 344