

CONVEYANCING EXAMINATION

PART 2

12 APRIL 2023

4 Hours

09:00 - 13:15

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.
ANSWERS MUST BE WRITTEN ONLY IN INK OR WITH A BALLPOINT PEN.
3. Please use only **the front 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, e.g. 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 a 50% aggregate or more is attained. If a candidate achieves an aggregate of between 40% and 49% he/she will be required to do an oral exam to convince the examiners that he/she does have sufficient knowledge to pass the exam. Candidates who attain less than 40% will have failed this examination.

TOTAL MARKS: [200]

QUESTION 1 **[8]**

Draw up a document revesting the property into the name of the Insolvent. Provide such further details as may be necessary. (8)

QUESTION 2 **[6]**

Makwena Lephalala is the owner of the property Portion 789 of Farm Phala Phala No 58, which is a consolidation of two former properties. The extending clause in the holding deed, namely Certificate of Consolidated Title T 3212/87 read as follows:

“As will appear from the annexed diagram S.G No. 243/96”

2.1 You receive instructions to transfer the property. Draw the extending clause in the Deed of Transfer you are to register. (3)

2.2 The transfer referred to in 2.1 was registered under Deed of Transfer T9633/99. The property is to be transferred again. Draw the extending clause in the Deed of Transfer to be registered. (3)

(Supply your own further details to comply with the practice in the Deeds Registry for the area where you practice.)

QUESTION 3 **[22]**

3.1 Chantel King is entitled to half-share of the property in terms of the Will of her deceased spouse to whom she was married in community of property. William King, Chantel’s son is appointed the Executor of the estate. Chantel sold the property to Shakeera Goolam.

Draw the Power of Attorney to pass transfer to Shakeera Goolam and provide such further necessary details. (15)

3.2 Do you require any Endorsement in terms of the Administration of the Estates Act No. 66 of 1965? If so, list the documents to obtain same. (7)

QUESTION 4**[45]**

An Australian private company “DORPER” with the suffix “NL”, which is an external company, has borrowed money from a registered bank (a public company) with the name “BREAK BANK”. The borrowing company is not able to provide security.

A ringfenced private company with the name “RAMON HOLDINGS” as well as a mortis causa trust named the Aubrey Trust registered in 2021, have agreed to register a Mortgage Bond over their properties. “RAMON HOLDINGS” owns the property ERF 1100 which is unencumbered. The Trust owns the property ERF 1101, which is mortgaged in favour of Investec Bank which bond shall continue to rank first.

Draw up the necessary document hypothecating the above erven to secure Break Bank. Provide necessary further details as you deem necessary. (45)

QUESTION 5**[10]**

Erf 1029 Sandton held by Deed of Transfer T 8282/2010 is registered in the name of Hex Modjadji, Identity Number 930101 5514 08 2, and reflect him as unmarried. The property is not mortgaged.

In 2021 Hex Modjadji married his present wife, Makwena Modjadji, by customary law without an ante-nuptial agreement. Makwena is not happy that the property is registered only in the name of her husband. The property serves as the residence of the spouses and has, since the marriage been improved using cash which Makwena has brought into the marriage. Hex is happy to take the necessary action to protect his wife's interests.

Draw the document which the Deeds Office will require to give effect to the wishes of the parties. (10)

QUESTION 6**[69]**

The private company under the name, Bendor Extension 109 SPV (the Developer) is the registered owner of the property known as REMAINING EXTENT OF PORTION 24 OF THE FARM KOPPIEFONTEIN 686 held under deed of transfer T 12345/2019 subject to the following condition:

- “A. ONDERHEWIG aan 'n ewigdurende Serwituut ten gunste van die Stadsraad van Pietersburg om 'n rioolpyplyn en 'n waterpyplyn op die eiendom te le tesame met addisionele regie soos meer volledig sal blyk uit Notariele Akte van Serwituut K 3852/1989-S geregistreer op 26 Oktober 1989 aangeheg aan Akte van Transport T 50307/1983.**
- B. SUBJECT to a servitude for the protection of an electrical power line in favour of The Polokwane Local Municipality, in extent 1530 (ONE**

THOUSAND FIVE HUNDRED AND THIRTY) square metres, represented by the figure A B C D on Servitude Diagram SG Number 8222/2003 annexed to Notarial Deed of Servitude Number K4593/05”

The Deed reflect the following Endorsements:

VERBIND		MORTGAGED	
Vir			
For R 45 000 000.00			
BC00007894/2019		<i>SIGNED</i>	
2020-11-26	 REGISTRAR OF DEEDS	

KRAGTENS DIE BEPALINGS VAN ARTIKEL 88 VAN 47/37 IS DIE BEPERKINGS VERVAT IN VOORWAARDE B OP BLADSY 2-3 NIE MEER VAN TOEPASSING NIE	BY VIRTUE OF THE PROVISIONS OF SECTION 68 OF ACT 47/37 THE RESTRICTIONS CONTAINED IN CONDITIONS B ON PAGE 2 HAVE CEASED TO APPLY.
BC 5001/2020	<i>SIGNED</i>
2020- REGISTRAR OF DEEDS

BC0001546/2020
Die grond hierin beskry is in
The land herein described has been laid into Erven 7337 TO 7338

Uitgele ooreenkomstig Algemene Plan Lr Nr

In accordance with General Plan

SG NO 1556/2008

Goegekeur/opgestel deur die Landmeter-generaal op die

Approved by the Land Surveyor on the

05/12/2018

_____ en vasgele op Data onder die

and recorded on Data under the name of

naam

name of

BENDOR EXTENSION 109

2020-11-26

SIGNED

DATE

REGISTRAR OF DEEDS

The Developer has had sectional plans drawn on only Erf 7337.

Creating your own facts where necessary, answer the following questions:

- 6.1 Draw the necessary documents required for registration in the Deeds Office before opening of the Scheme (You are not to draft a document to be signed by the bondholder); (20)**
- 6.2 Draw a document to be signed by the mortgagee so that only Erf 7337 remains mortgaged; (12)**
- 6.3 The Developer is developing the Scheme in phases and each unit is allocated a garden. The first phase consists of 4 (four) units and 4 (four)**

gardens. The owners of the specific sections shall be entitled to the exclusive use, occupation, and enjoyment of specific gardens. Draw the schedule of conditions; (22)

6.4 List all the documents that must be lodged in successfully registering the Scheme. (15)

QUESTION 7 [20]

Prepare the necessary documents (without the Title Deed) for the subdivision of Section 2 Rocklands into two sections, where the Section is bonded to Capitec Bank Limited, registered in the name of David Masondo married out of community of property, presuming that there has been necessary compliance and adding your own details. (20)

QUESTION 8 [10]

The Mbombela Local Municipality is the registered owner of the property known as ERF 6248 NELSPRUIT EXTENSION 17 held under Certificate of Registered Title T 70248/1993. This Deed has been lost by the municipality for the second time.

Previously it was replaced by a copy under VA7301/2021.

Creating your own facts where necessary, draw the necessary document to serve as the original Deed. (10)

QUESTION 9 [10]

The property, Erf 123 Emdo Township is mortgaged with Preferred Bank Ltd. and the original mortgage bond is lost. They had tried to obtain a copy from the Deeds Office but was advised that there is no copy available.

The mortgagee wishes to cancel the bond.

Draft the necessary application/s (incorporating the affidavit, if required) to effect the cancellation of the bond against the relevant Title Deed. (10)

- THE END - TOTAL MARKS 200
