

DIE REPUBLIEK VAN SUID-AFRIKA

TRANSPORTBESORGINDEKSAMEN

DEEL 1

13 MEI 2015

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 leesbaare netjies skryf. Wat vir die kandidaat (wat aan sy eie handskrif gewoond is) leesbaar mag lyk, is nie altyd leesbaar vir die eksaminatore nie. Daar kan nle 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 affê 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 druiop dus hierdie eksamen.

TOTALE PUNTE: [200]

THE REPUBLIC OF SOUTH AFRICA

CONVEYANCING EXAMINATION

PART 1

13 MAY 2015

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**[60]****KANDIDATE MOET VERSEKER DAT HULLE AANHANGSELS A EN B HET. AANHANGSEL A IS AKTE VAN TRANSPORT ST75390/2012 EN AANHANGSEL B IS DEELPLAN S.G. No D855/2014.**

Mnr and Mev Gopaul is die geregistreerde eienaars van die eiendom gehou kragtens Akte van Transport ST75390/2012-*Sien Aanhangsel A*. Mnr Gopaul het gesterf in 'n ongeluk op die 9de Augustus 2014. Ingevolge sy testament, geteken te Durban op the 11de September 2011, het hy die geheel van sy boedel bemaak aan sy vrou.

U is genomineer as eksekuteur en aangestel deur die Meester op die 9de September 2014. Daar is aan alle formaliteite voldoen en die likwidasië- en distribusierekening is geadverteer. Daar was geen besware teen die voormelde rekening nie.

Gedurende die afhandeling van die boedel ontdek u dat Mnr and Mev Gopaul sekere verbeterings aangebring het tot die eiendom, wat ingesluit het vergroting van die sitkamer. Bouplanne was goedgekeur vir die aanbouings, met toestemming van die regspersoon. Deelplan S.G. No D855/2014 (Aanhangsel B) was goedgekeur deur die Landmeter-Generaal maar nooit geregistreer in die Aktekantoor nie weens die ontydige dood van Mnr Goupal.

Die verband SB45062/2012, wat geëndoseer is teen ST75390/2012, is ten gunste van EFF Bank. Die verband moet nie gekanselleer word nie en die bank het toegestem om Mev Goupal te vervang as skuldenaar in terme daarvan. Die bank dring egter aan daarop dat Deelplan S.G. No. 855/2014 (Aanhangsel B) geregistreer moet word aangesien dit die bank se sekuriteit beïnvloed.

Die ander eenheid in die skema is onderhewig aan 'n verband ten gunste van Death Bank.

Voorsien self verdere besonderhede wat u nodig ag en beantwoord die volgende:

QUESTION 1**[60]****CANDIDATES MUST ENSURE THAT THEY ARE IN POSSESSION OF ANNEXURES A AND B. ANNEXURE A IS DEED OF TRANSFER ST75390/2012 AND ANNEXURE B IS SECTIONAL PLAN S.G. No D855/2014.**

Mr and Mrs Gopaul are the registered owners of the property held by Deed of Transfer ST75390/2012-*See Annexure A*. Mr Gopaul died in an accident on the 9th of August 2014. In terms of his will signed at Durban on the 11th September 2011 he bequeathed his entire estate to his wife.

You have been nominated as executor in the will and appointed by the Master on the 9th September 2014. All the formalities in the estate have been finalised and the liquidation and distribution account has been advertised. There were no objections to the account.

During the process of finalising the estate, you discovered that Mr and Mrs Gopaul did certain alterations to the property which included an addition to the lounge. Building plans for the additions were approved with the required consent of the body corporate. Sectional Plan S.G. No D855/2014 (Annexure B) was approved by the Surveyor-General but never registered in the Deeds Office due to the untimely death of Mr Goupal.

The mortgage bond SB45062/2012 endorsed against Deed of Transfer ST75390/2012 is in favour of EFF Bank. The bond is not to be cancelled and the bank has agreed to substitute Mrs Gopaul as debtor in terms thereof. The bank, however, insisted that Sectional Plan S.G. No D855/2014 (Annexure B) must be registered as it affects the bank's security.

The other unit in the scheme is subject to a mortgage bond in favour of Death Bank.

Invent such particulars as you deem necessary and answer the following:

- 1.1 Bespreek kortliks hoe u as eksekuteur en transportbesorger die saak sal hanteer op die mees koste-effektiewe manier en lys die transaksies wat geregistreer moet word in die Aktekantoor in die volgorde daarvan (lys van gelyktydiges).
- 1.2 Stel al die dokumente op wat in die Aktekantoor ingedien moet word om te voldoen aan die testament van die oorledene en in terme van u antwoord tot 1.1.
- 1.3 Noem al die bykomende dokumente wat ingedien moet word by elke transaksie wat geregistreer staan te word. Kandidate sal gepenaliseer word indien hulle onnodige dokumente noem.

VRAAG 2**[15]**

DIE SYFERS IN HIERDIE VRAAG IS NIE NOODWENDIG OOREENKOMSTIG DIE VOORGESKREWE TARIEF NIE

U sien toe tot die registrasie van 'n transport van 'n onroerende eiendom. Aanvaar vir doeleindes van u antwoord dat dit die 29ste April 2015 is en dit is die dag voor registrasie van transport. Die besonderhede van die transaksie is as volg:

- Die verkoper is Frank Delport en die koper is Deon Ford. Die datum van verkoop van die eiendom is die 12de Oktober 2014.
- Die eiendom, eenheid 5 Maxwell Court, is verkoop vir R2 800 000.00.
- Die koper het 'n deposito van R560 000.00 aan u betaal.
- Die koper het 'n lening van R2 400 000.00 by 'n bank verkry. Slegs R2 000 000.00 van die lening is beskikbaar vir waarborge en betaling.
- Transportkoste, uitgesluit voorsiening vir heffings en belasting, beloop R30 842,60 en die koper het sover slegs R141 000,00 aan u betaal ten opsigte van hereregte.

- 1.1 Briefly discuss how you as executor and conveyancer will attend to the matter in the most cost effective manner and list the transactions to be registered in the deeds office in the sequence thereof (the simul list).
- 1.2 Prepare all the documents to be lodged in the deeds office to give effect to the will of the deceased and in terms of your answer to 1.1.
- 1.3 List the additional documents to be lodged with each of the transactions to be registered. Candidates will be penalised if they list unnecessary documents.

QUESTION 2**[15]**

THE FIGURES IN THIS QUESTION ARE FABRICATED AND NOT IN ACCORDANCE WITH THE TARIFF

You are attending to the registration of a transfer of immovable property. Assume for purpose of your answer it is the 29th of April 2015 and it is the day prior to registration of the transfer. The details of the transaction are as follows:

- The seller is Frank Delport and the purchaser Deon Ford. The date of sale of the property is the 12th October 2014.
- The property, being Unit 5 Maxwell Court, has been sold for R2 800 000.00.
- The purchaser paid a deposit of R560 000.00 to you.
- The purchaser secured bond finance in the sum of R2 400 000.00 of which only R2 000 000.00 is available for guarantees and payment.
- Transfer costs, excluding provision for levies and rates, total R30 842,60 the purchaser having to date only paid you the transfer duty of R141 000,00.

- Die koper het op 1 Februarie 2015 okkupasie geneem en die okkupasievergoeding beloop R30 000.00 per maand. Daarbenewens is die koper aanspreeklik vir die betaling van heffings aan die regspersoon teen R2500.00 per maand en belasting betaalbaar aan die Plaaslike Owerheid teen R2400.00 per maand vanaf die datum van okkupasie. Die koper het nog geen gelde aan u betaal ten opsigte van die okkupasievergoeding, heffings of belasting nie.
- U het die heffings en belasting betaal vanaf 1 Februarie 2015 tot en met 30 April 2015.

Alvorens u die oordrag van die eiendom registreer, is dit noodsaaklik dat u 'n **pro-forma staat** moet opstel om vas te stel of die koopprys en u fooie en uitgawes ten volle betaal of verseker is.

Stel die rekeningstaat op wat u aan die koper sal lewer.

VRAAG 3

[30]

U kliënt, Peter Nkosi, Identiteitsnommer 590127 5151 08 3, is die eienaar van Erf 35 Groenpunt. Hy het ontdek dat geboue op sy eiendom oorskry op aangrensende grond bekend as Erf 36 Groenpunt, waarop 'n deeltitelskema geregistreer is en Eenheid 6 van die skema reeds oorgedra is deur die Ontwikkelaar. Die skema se naam is Jolene. Daar is ook 'n oorskryding van soortgelyke grootte deur die gebou wat die skema behels, op u kliënt se eiendom. Aangesien die onderskeie oorskrydings se groottes soortgelyk is, word ooreengekom om die grond te ruil. Die oppervlakte van die oorskryding is deur 'n landmeter gemeet en toestemming vir die onderverdeling van die erwe is verkry. Erf 35 was geregistreer in die naam van Peter Nkosi ingevolge Akte van Transport T12/2008 en hy was ongetroud. Peter Nkosi het 'n gebruikelike huwelik aangegaan met Maria op die 1ste Julie 2009. Hulle was nie genote tot enige ander gebruikelike huwelik nie en het ook nie 'n

- The occupation date was 1 February 2015 and occupational rental is R30 000.00 per month. In addition there are levies payable to the body corporate at R2500.00 per month and rates payable to the Local Authority at R2400.00 per month, for which the purchaser is also liable from date of occupation. The purchaser has not paid you any monies in respect of occupational rental, levies or rates.

- You have paid the levies and rates and taxes from 1 February 2015 to 30 April 2015.

Before registering the transfer of the property, it is essential to prepare a **pro forma statement** to enable you to ascertain whether the purchase price and your fees and disbursements have been fully secured or not.

Prepare such a statement for the Purchaser.

QUESTION 3

[30]

Your client, the owner of Erf 35 Green Point, namely Peter Nkosi, Identity Number 590127 5151 08 3, has discovered that buildings on his property encroach on adjoining land, Erf 36 Green Point, in respect of which a sectional title scheme has been registered and Unit 6 therein has been transferred by the Developer. The name of the scheme is Jolene. There is also an encroachment of similar size by the building comprising the scheme on your client's property. As the respective encroachments are similar in size it is agreed to exchange land. The areas of encroachment have been surveyed and consent to subdivision of the erven has been obtained. Erf 35 was registered in the name of Peter Nkosi by virtue of Deed of Transfer T12/2008 and he was unmarried at the time. Peter Nkosi entered into a customary marriage with Maria on the 1st of July 2009. They were not partners to any existing customary marriage and also did not enter into an antenuptial contract. Peter also entered into a further valid customary marriage

huweliksvoorwaardekontrak aangegaan nie. Peter het 'n verdere gebruikelike huwelik gesluit met Agnes Khumalo in 2011 sonder dat hy 'n aansoek gedoen het om 'n skriftelike kontrak goed te keur wat sy toekomstige huweliksbedeling sal reël in terme van artikel 7(6) van die Wet op Erkenning van Gebruikelike Huwelike, 120 van 1998.

Voorsien self verdere besonderhede wat u nodig ag.

- 3.1 Stel die Volmag op om transport te gee aan u kliënt. (18)
- 3.2 Stel die uitstrekingsklousule op ten opsigte van die eiendom wat aan u kliënt oorgedra word. (6)
- 3.3 Welke dokumente moet ingedien word ten opsigte van die transport aan u kliënt? (6)

VRAAG 4

[20]

Oorlede RAYMOND LOUIS LOMBARD, wat op 25 April 2009 oorlede is, is die geregistreerde eienaar van Erf 35693 Kaapsig ingevolge Transportakte No. T21518/1985. Die oorledene was binne gemeenskap van goedere getroud met JOYCE ELIZABETH LOMBARD, Identiteitsnommer 560808 0243 08 0. Kragtens Klousule 1 van die Gesamentlike Testament van genoemde RAYMOND LOUIS LOMBARD en sy genoemde langsewende eggenoot, het hulle die boedel van die eerssterwende nagelaat aan hulle seun, IVAN VICTOR LOMBARD, Identiteitsnommer 790106 5053 08 2, onderworpe aan die bepalings van Klousule 3 van genoemde testatment, wat soos volg lui:

"Enige voordeel verkry ingevolge my Testament sal die eiendom bly van die betrokke begunstigde en sal uitgesluit wees van enige gemeenskap van goedere van wins en verlies en sal vry staan van die maritale mag wat van toepassing mag wees op die huwelik."

with Agnes Khumalo in 2011 but did not make the necessary application for approval or a written contract to regulate the future matrimonial property system of his marriages in terms of section 7(6) of the Recognition of Customary Marriages Act 120 of 1998.

Invent such particulars as you deem necessary.

- 3.1 Draw the Power of Attorney for the transfer to your client. (18)
- 3.2 Draw the extending clause in respect of the property to be transferred to your client. (6)
- 3.3 List the documents to be lodged in respect of the transfer to your client. (6)

QUESTION 4

[20]

The late RAYMOND LOUIS LOMBARD who died on 25 April 2009 is the registered owner of Erf 35693 Cape View in terms of Deed of Transfer No. T21518/1985. The deceased was married in community of property to JOYCE ELIZABETH LOMBARD, Identity Number 560808 0243 08 0. In terms of Clause 1 of the Joint Will of the said RAYMOND LOUIS LOMBARD and his said surviving spouse, they bequeathed the estate of the first dying to their son, IVAN VICTOR LOMBARD, Identity Number 790106 5053 08 2, subject to the provisions of Clause 3 of the said will which reads as follows:

"Any benefit acquired in terms of my Will shall remain the property of the beneficiary concerned and be excluded from any community of property or community of profit and loss and shall be free from the marital power which might apply to any marriage."

IVAN VICTOR LOMBARD is binne gemeenskap van goedere getroud met JOAN LENA LOMBARD, Identiteitsnommer 790423 0091 08

1. Die langselewende eggenoot en die seun het 'n Herverdelingsooreenkoms aangeaan ingevolge waarvan die eiendom oorgedra moet word aan haar seun, onderworpe aan 'n lewenslange vruggebruik oor die eiendom ten gunste van haar.

Die eksekuteur is John Topper.

Met u eie aanvulling van besonderhede soos benodig, stel die volmag om oordrag te gee op.

VRAAG 5

[25]

Mariaan Pattison, 'n weduwee, is op 8 Mei 2008 oorlede. In haar testament, gedateer 24 Oktober 2006, het sy haar kinders (sonder om hulle by name te noem) aangewys as erfgename van haar boedel. Die testament bevat die volgende voorwaarde:

"Die erfenis van my erfgename sal nie deel uitmaak van die gemeenskap van goed van 'n bestaande of toekomstige huwelik nie."

Best Bank wat, tesame met Lee-Anne Fortuin, aangestel is as eksekuteurs, deel u mee dat die kinders van die oorledene, die volgende is:

- i) Lee-Anne Fortuin, Identiteitsnommer 781010 0093 00 1, getroud buite gemeenskap van goed;
- ii) Patricia Pattison, Identiteitsnommer 730918 0039 08 9, ongetroud;
- iii) Vivienne Hartley, Identiteitsnommer 761204 0481 08 5, getroud in gemeenskap van goed met Peter Hartley.

Wyle Mariaan Pattison is die eienaar van Eenheid 11, Oakwood, tesame met 'n uitsluitlike gebruiksgedebied CPT8 vir gebruik as 'n motorafdak. Daar is geen verband geregistreer nie.

5.1 Stel die Volmag om transport te gee op. Voorsien alle verdere besonderhede wat nodig mag wees. (15)

IVAN VICTOR LOMBARD is married in community of property to JOAN LENA LOMBARD, Identity Number 790423 0091 08

1. The surviving spouse and the son have entered into a Redistribution Agreement in terms of which the fixed property is to be transferred to her son, subject however, to a life usufruct over the property in favour of herself.

The executor is John Topper.

Inventing such particulars as may be necessary, draft the power of attorney to pass transfer.

QUESTION 5

[25]

Mariaan Pattison, a widow, died on 8 May 2008 and nominated (without naming them) her children to be the sole and universal heirs of her entire estate. In terms of the deceased's will dated 24 October 2006 there is a further condition in the will which reads as follows:

"The inheritance of my heirs shall not form part of the community of property of a present or future marriage."

Best Bank which is appointed as co-executors with Lee-Anne Fortuin, informs you that the children of the deceased are the following:

- i) Lee-Anne Fortuin Identity Number 781010 0093 00 1 married out of community of property;
- ii) Patricia Pattison Identity Number 730918 0039 08 9 unmarried;
- iii) Vivienne Hartley Identity Number 761204 0481 08 5 married in community of property to Peter Hartley.

The late Mariaan Pattison is the owner of Unit 11, Oakwood together with an exclusive use area described as CPT8 for use as a carport. There is no mortgage bond registered.

5.1 Draw the Power of Attorney to pass transfer. Provide such further details as may be required. (15)

5.2 Meld die dokumente wat ingedien moet word tesame met die transportakte aan die erfgename. (10)

5.2 List the documents to be lodged in the deeds office together with the Deed of Transfer in favour of the heirs. (10)

VRAAG 6 [40]

QUESTION 6 [40]

A is die eienaar van die plaas Hope en die plaas Berlin ingevolge afsonderlike transportaktes. Die plase is aangrensend en A het 'n konsolidasiekaart laat opstel wat deur die Landmeter-Generaal goedgekeur is. Die gekonsolideerde eiendom sal bekend staan as die plaas Ross. Die plaas Hope is onderworpe aan die volgende voorwaardes soos vervat in die Akte van Transport daarvan:

A is the owner of the farm Hope and the farm Berlin by virtue of separate deeds of transfer. The farms are adjoining and A has had a consolidation diagram approved by the Surveyor-General. The consolidated property will be known as the farm Ross. The farm Hope is subject to the following conditions reflected in its Deed of Transfer:

1. Subject to a servitude in favour of Eskom to convey electricity over the property as will appear from Notarial Deed K432/1987S.
2. Subject to a servitude of aquaduct, 2 metres wide, in favour of the farm Berlin as will appear from Notarial Deed K924/1988S with diagram annexed.

1. Subject to a servitude in favour of Eskom to convey electricity over the property as will appear from Notarial Deed K432/1987S.
2. Subject to a servitude of aquaduct, 2 metres wide, in favour of the farm Berlin as will appear from Notarial Deed K924/1988S with diagram annexed.

The Farm Berlin is onderhewig aan en geregtig op die volgende voorwaardes soos vervat in die Akte van Transport daarvan:

The Farm Berlin is subject and entitled to the following conditions reflected in its Deed of Transfer:

1. Subject to the reservation of rights to all minerals in favour of Anglo Mining Company Limited as will appear from Notarial Deed of Cession K753/1955RM.
 2. Subject to a life usufruct in favour of- Elizabeth Smith
Identity Number 360506 0042 08 1
Widow
 3. Entitled to a servitude of aquaduct, 2 metres wide over the farm Hope as will appear from Notarial Deed K924/1988S with diagram annexed.
- 6.1 Stel die Sertifikaat van Gekonsolideerde titel op en gebruik u eie verdere besonderhede waar nodig. Verduidelik waarom u die voorwaardes hanteer het op die wyse soos uiteengesit in u antwoord.

1. Subject to the reservation of rights to all minerals in favour of Anglo Mining Company Limited as will appear from Notarial Deed of Cession K753/1955RM.
 2. Subject to a life usufruct in favour of- Elizabeth Smith
Identity Number 360506 0042 08 1
Widow
 3. Entitled to a servitude of aquaduct, 2 metres wide over the farm Hope as will appear from Notarial Deed K924/1988S with diagram annexed.
- 6.1 Prepare the Certificate of Consolidated Title inventing your own further particulars that may be required. Explain why you have dealt with the conditions as set out in your answer.

6.2 Elizabeth Smith lewe nog. Moet sy toestem tot die konsolidasie? Motiveer u antwoord.

6.3 Aanvaar dat die twee plase elk onderhewig is aan verskillende verbande geregistreer teen die transportaktes ten gunste van dieselfde Bank. Hoe sal u handel met hierdie twee verbande?

VRAAG 7**[10]**

Mnr Alfred Scott okkupeer sedert 1978 sekere eiendomme naamlik erwe 56, 57 en 58 elk 360 vierkante meter groot, in Oos-Londen. Hy het aansoek gedoen by die Hoër Hof van Grahamstad vir 'n bevel dat hy hierdie eiendomme kragtens verjaring bekom het en die bevel is op 12 Desember 2010 toegestaan. Hy was ongetroud toe die Hofbevel toegestaan was en is op 15 Junie 2011 getroud binne gemeenskap van goed met Doris Day. Doris het besluit om haar nooiensvan te behou. Scott gee u opdrag om die eiendom aan hom oorte dra.

7.1 Stel die nodige akte op tot en insluitende die uitstrekingsklousule. Voorsien alle verdere besonderhede wat nodig mag wees.

7.2 Noem die stawende dokumente wat u tesame daarmee sal indien.

6.2 Elizabeth Smith is still alive. Must she consent to the consolidation? Motivate your answer.

6.3 Assume the two farms are each subject to different mortgage bonds registered against the title deeds in favour of the same Bank. How will you deal with these two mortgage bonds?

QUESTION 7**[10]**

Mr Alfred Scott has occupied certain properties, namely Erven 56, 57 and 58 each measuring 360 square metres, in East London since 1978. He applied to the High Court in Grahamstown for an order that he had acquired these properties by prescription and the order was granted on 12 December 2010. He was unmarried at the time when the Court Order was granted and was married in community of property to Doris Day on the 15th of June 2011. Doris has elected to retain her maiden name. Scott instructs you to transfer the properties to him.

7.1 Draft the necessary Deed up to and including the extending clause, inventing such further facts as may be necessary.

7.2 State the supporting documents that you will have to lodge therewith.

- DIE EINDE -**- THE END -**

Annexure 'A'

Prepared by me



CONVEYANCER

Dirty Harry

SEELREG STAMP DUTY
FOOI FEES	R250100

S B.....	45062/12
VERBIND MORTGAGED	
vir for R.....	1050000.00
Aktekantoor Deeds Office Registrar 12

S T	75390/12
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DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

LAW SOCIETY OF SOUTH AFRICA

MPHO PIET MOYA

appeared before me, REGISTRAR OF DEEDS at Pretoria, he the said Appearer being duly authorised thereto by a Power of Attorney signed at PRETORIA on 1 August 2012 and granted to him by

RAJENDRAN SHUNMUGAM
Identity Number 740823 5051 08 1
and
VANISHREE SHUNMUGAM
Identity Number 750101 0116 08 5
Married in community of property to each other

And the Appearer declared that his said Principal had on 26 March 2012 truly and legally sold the undermentioned property to the undermentioned Transferee/s for the sum of R1 050 000,00 (ONE MILLION FIFTY THOUSAND RAND) and that he, the said Appearer in his capacity aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

SRINIVASAN GOPAUL
Identity Number 700824 5202 08 6
and
NIERISA GOPAUL
Identity Number 720717 0246 08 0
Married in community of property to each other

A Unit consisting of

- (a) **Section No. 1** as shown and more fully described on Sectional Plan No SS 638/1995 in the scheme known as ERF 1632 in respect of the land and building or buildings situate at ERF 1632 ZWARTKOP EXTENSION 8 TOWNSHIP, LOCAL AUTHORITY: CITY OF TSHWANE METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional plan is 100 (One Hundred) square metres in extent and
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

HELD BY Deed of Transfer Number ST 42918/2000

The said unit is subject to or shall benefit by:

- (i) the servitudes, other real rights and conditions, if any, as contained in the schedule of conditions referred to in Section 11(3) (b) and the servitudes referred to in section 28 of the Sectional Titles Act, 1986 (Act 95 of 1986); and
- (ii) any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.



WHEREFORE all the right, title and interest which the Transferor/s heretofore had to the Unit aforesaid is renounced and in consequence it is also acknowledged that the Transferor/s are entirely dispossessed of and disentitled to the same and that by virtue of these presents, the aforesaid Transferee/s are now entitled thereto, the State, however reserving its rights.

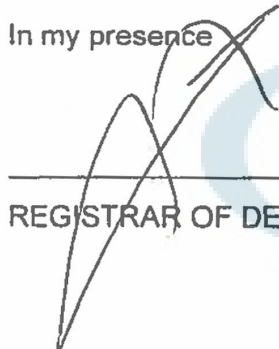
SIGNED, EXECUTED AND SEALED at the Office of the REGISTRAR OF DEEDS at ~~Johannesburg~~ ^{Pretoria} on

04 10 12



q.q.

In my presence





REGISTRAR OF DEEDS

LAW SOCIETY
OF SOUTH AFRICA

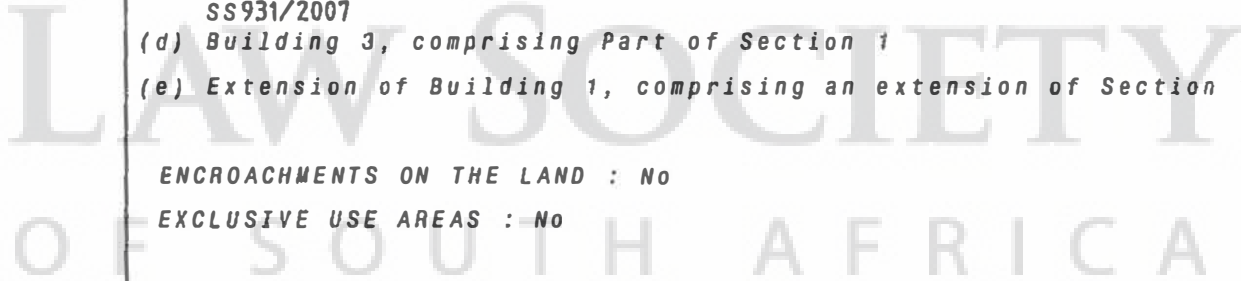


Annexure "B"

REGISTRATION COPY

SECTIONAL PLAN No. SS	SHEET 1	S.G. No. DB55/2014
Registered at PRETORIA	OF	Approved
Registrar of Deeds	4 SHEETS	
Date:		for Surveyor - General Date: 2014-09-08
AMENDING SECTIONAL PLAN OF EXTENSION OF SECTION 1 (and affects sectional plan S.G. No. D 384/1995, SS 638/1995.)		
NAME OF SCHEME : ERF 1632		
DESCRIPTION OF LAND ACCORDING TO GENERAL PLAN : Erf 1632 ZWARTKOP Extension 8 Township, Province of Gauteng, measuring 1020 square metres.		
GENERAL PLAN No. : S.G. No. A 11167/1983		
NAME OF LOCAL AUTHORITY : CITY OF TSHWANE METROPOLITAN MUNICIPALITY		
DESCRIPTION OF BUILDINGS : Three buildings, namely		
(a) Buildings 1 and 2 as on Sheet 1 - S.G. No. D 384/1995, SS 638/1995		
(b) Extension of Building 1, as on Sheet 1 - S.G. No. D 797/1999, SS 931/2007		
(c) Extension of Building 2, as on Sheet 1 - S.G. No. D 661/2007, SS 931/2007		
(d) Building 3, comprising Part of Section 1		
(e) Extension of Building 1, comprising an extension of Section 1		
ENCROACHMENTS ON THE LAND : No		
EXCLUSIVE USE AREAS : No		
CERTIFICATE :		
I, Jacek Franciszek Marczak, hereby certify that I have prepared sheets 1 to 4 inclusive of this sectional plan from survey in accordance with the provisions of the Sectional Titles Act, 1986, and the regulations promulgated thereunder.		
Date 2014-08-29 Signed 		Professional Land Surveyor
Registration Number PLS 0813 - D		P.O. Box 5346
		PRETORIA
		0001
Survey Records No. 1852/2014	Compilation : JRSQ - 428	Gen. Plan S.G. No. A 11167/1983 TM 6029

017/04/2015



SHEET 2 OF 4 SHEETS

S.G. No. D855/2014

AMENDING SECTIONAL PLAN
OF EXTENSION OF SECTION 1
(and affects sectional plan

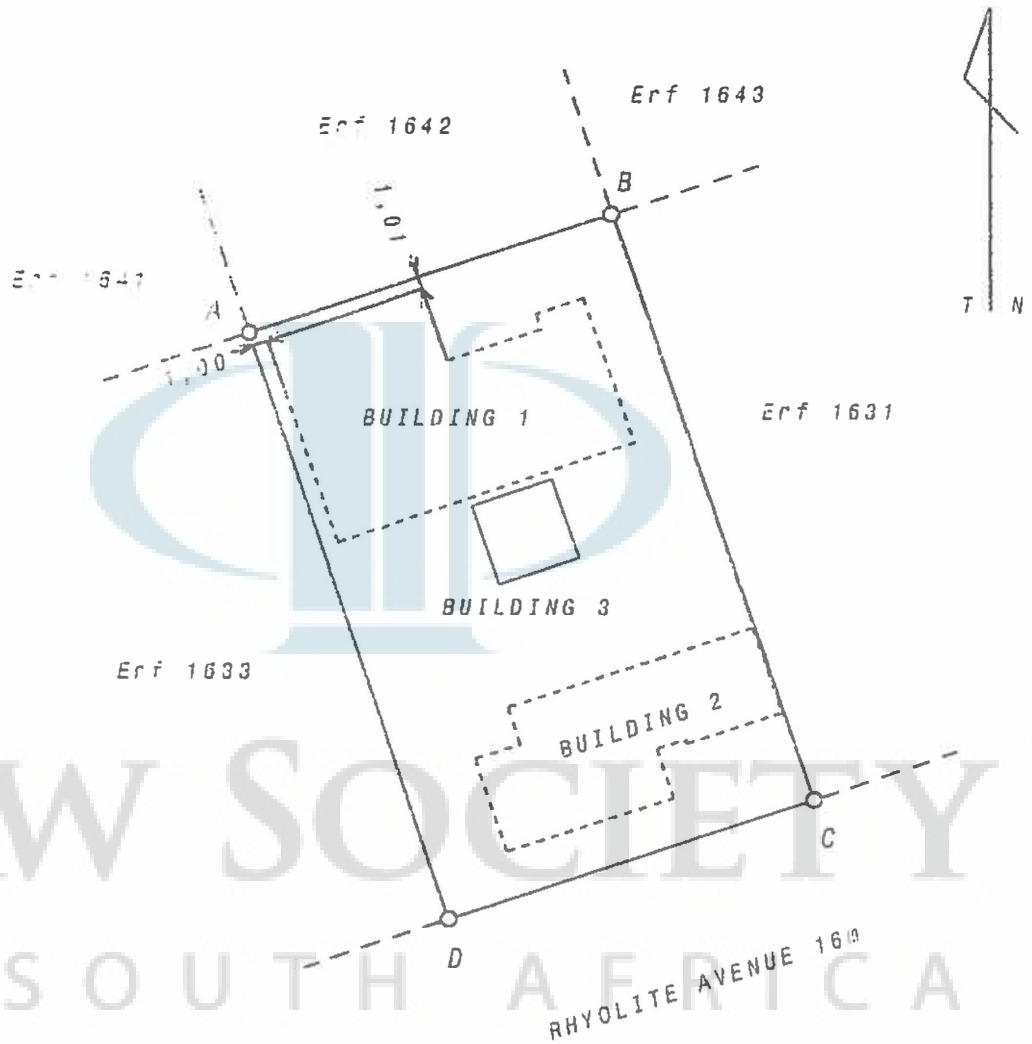
Approved

2014-09-08

S.G. No. D 384/1995, SS 638/1995.)

for Surveyor - General

Date



NOTES :

1. The figure ABCDA represents Erf 1632 ZWARTKOP Extension in Township.
2. All measurements are given in metres.

Professional Land Surveyor J.F.Marczak
P.O. Box 5346
Signed

PRETORIA
0001

2014-08-29
Date

ERF 1632
DRAWING TITLE :

Block plan
Scale 1/500

SHEET 3 OF 4 SHEETS

S.G. No. D855/2014

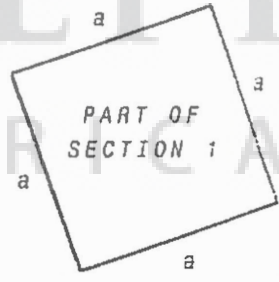
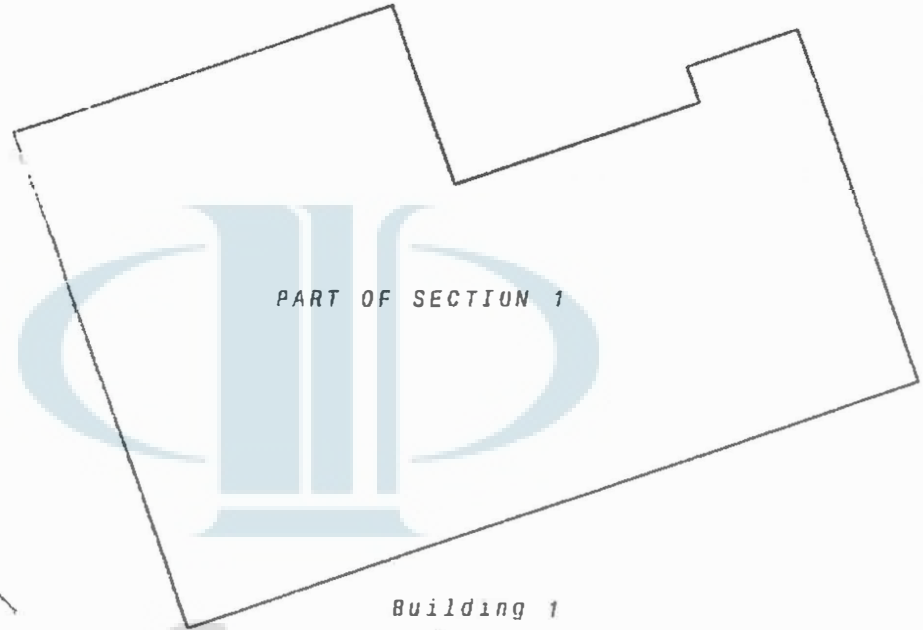
AMENDING SECTIONAL PLAN
OF EXTENSION OF SECTION 1
(and affects sectional plan
S.G. No. D 384/1995, SS 538/1995.)

Approved

2014-09-08

for Surveyor - General

Date



LAW SOCIETY OF SOUTH AFRICA


NOTES :

1. For participation quotas see Sheet 4.
2. Section boundaries extend to the edge of roof projected at ground level marked "a".

Professional Land Surveyor J.F.Marczak
Signed
P.O. Box 5346
PRETORIA
0001

2014-08-29
Date

ERF 1632
DRAWING TITLE :
Buildings 1 and 3 : GROUND
FLOOR PLANS
Scale 1/200

SHEET 4 OF 4 SHEETS		S.G. No. D855/2014
AMENDING SECTIONAL PLAN OF EXTENSION OF SECTION 1 (and affects sectional plan S.G. No. D 384/1995, SS 638/1995.)		Approved  2014-09-08 for Surveyor - General Date
Section No.	FLOOR AREA (square metres)	PARTICIPATION QUOTA PERCENTAGE
1	264	65,6716
2	138	34,3284
Total	402	100,0000

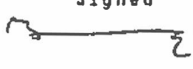


LAW SOCIETY
OF SOUTH AFRICA

NOTES :

- Area of Section 1 increased by 164 square metres.

Professional Land Surveyor J.F. Marczak
P.O. Box 5346
PRETORIA
0001

Signed

2014-08-29
Date

ERF 1632

DRAWING TITLE :

Participation quota schedule