

# **CONVEYANCING**

## **PART 1**

**9 MAY 2018**

### **MEMORANDUM**

**GENERAL NOTE AND DISCLAIMER:** *This memorandum serves as a guideline to candidates to prepare for the conveyancing examination. The information is provided in good faith by the Law Society of South Africa (LSSA) and the LSSA, the drafters and the examiners will not be liable for any errors or omissions.*

*The content of the memorandum may not reflect the most current developments. Further, there may be justifiable variations in practice which are brought out in the answers.*

*The purpose of questions that require drafting is to ensure that the candidate can properly draft documents to be registered. Answers that are not exactly the same as those contained in this memorandum but which are nonetheless correct, will be marked accordingly.*

#### **QUESTION 1**

1.1 I would link the application for the registration of the amending sectional plan of extension in respect of the section first in the batch for the lodgement in the deeds registry. As the extension of section 1 will diminish the participation quota of the other section (section 2) in the scheme, I will have to ascertain if the deviation in the participation quota of section 1 (which is to be extended) will increase with more than 10% or not. For this purpose, I will request a certificate from a land surveyor or architect to confirm whether the percentage deviation exceeds 10% or not. If it does not, I need to lodge this certificate, confirming that the deviation in the participation quota of section is not more than 10% due to the extension, in the deeds office together with the application. If the percentage deviation is more than 10% I will need to obtain a consent of Death Bank (mortgagee of the bond registered over section 2 in the scheme). Section 24 (6A) of the Sectional Titles Act provides for a procedure to be followed in such an instance. A notice must be sent per registered post to Death Bank containing certain prescribed information. If a response is not received within 30 days after the posting of such a letter, it shall be deemed that the mortgagee does not have any objection to the proposed extension and that the mortgagee consents thereto.

Thereafter the ½ share of the deceased Mr. Gopaul must be transferred to Mrs. Gopaul. The most cost effective way in which this can be done is if the executor and Mrs. Gopaul bring an application in terms of Section 45(1) of the Deeds Registry Act for the endorsement of the title deed to the effect that Mrs. Gopaul be entitled to deal with the whole unit as if she has received a formal transfer thereto. A substitution of debtor in terms of section 45(2) can thereafter be effected in respect of the existing bond that is registered over the property to the effect that Mrs. Gopaul will become the only debtor under the bond.

## TRANSACTIONS TO BE REGISTERED IN THE DEEDS OFFICE (SIMULS)

1. Application by the executor and Mrs. Gopaul for the registration of the amending sectional plan of extension i.t.o section 24(6) of the Sectional Titles Act;
2. Application by the executor and Mrs. Gopaul in terms of Section 45(1) of the Registries Act for an endorsement;
3. Application and consent by Mrs. Gopaul and consent by the bank i.t.o s 45(2)(c) of the Deeds Registries Act to the substitution of Mrs. Gopaul as the only debtor under the bond.

### 1.2

Prepared by me

CONVEYANCER  
Erinda Frantzen

FORM O - Question 1.2

### **Application under section 24(6)** of the Sectional Titles Act, 1986

We, the undersigned

- 1 Erinda Frantzen, in my capacity as executor in the estate of the late Srinivasen Gopaul, duly authorised thereto by virtue of Letters of Executorship 2368/2014 issued by the Master of the High Court at Pretoria on 9 September 2014

and

- 2 Nierisa Gopaul  
Identity number 720717 0246 08 0  
Widow, in my personal capacity as surviving spouse of deceased to whom I was married in community of property

do hereby apply to the Registrar of Deeds at Pretoria for:

- 1 the registration of the attached (amending) sectional plan of extension of a section (S.G D855/2014) in terms of the provisions of section 24(6) of the Sectional Titles Act, 1986, in respect of section number 1 as shown and more fully described on sectional plan no. SS638/1995 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 and held under Deed of Transfer ST 5390/2012.

Signed at Pretoria on 13 May 2015

\_\_\_\_\_  
Executor

\_\_\_\_\_  
N.Gopaul

Prepared by me

CONVEYANCER  
Erinda Frantzen

### Application for Endorsement

In terms of Section 45(1) of the Deeds Registries Act, 47 of 1937

We, the undersigned

1 Erinda Frantzen, in my capacity as executor in the estate of the late Srinivasan Gopaul, duly authorised thereto by virtue of Letters of Executorship 2368/2014 issued by the Master of the High Court at Pretoria

and

2 Nierisa Gopaul  
Identity number 720717 0246 08 0  
widow, in my personal capacity as surviving spouse of the deceased to whom I was married in community of property 4

do hereby apply in terms of section 45(1) of the Deeds Registries Act, 47 of 1937, to the Registrar of Deeds at Pretoria for endorsing the Deed of Transfer ST75390/2012 holding –  
A unit consisting of

- a) Section No 1 as shown and more fully described on Sectional Plan No SS to be registered in the scheme known as ERF1632 in respect of the land and building or buildings situate at ERF1632 ZWARTKOP EXTENTION 8 TOWNSHIP, LOCAL AUTHORITY: CITY OF TSHWANE METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said Sectional plan is 264 (two six four) 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

to the effect that the surviving spouse, Nierisa Gopaul, is entitled to the above mentioned property, one-half share by virtue of her marriage in community of property to the late Srinivasan Gopaul and one-half share by virtue of the will signed at Durban on 11 September 2011 of the late Srinivasan Gopaul, who died on 9 August 2014, as she has taken formal transfer of the share of the deceased spouse.

We hereby declare that the value of the ½ share being transferred is R600 000.00 (Six Hundred Thousand Rands)

Signed at Pretoria on this 13<sup>th</sup> day of May 2015

\_\_\_\_\_  
N Gopaul

\_\_\_\_\_  
Executor

4. Both the executor and the surviving spouse must sign the application, except where the surviving spouse and the executor is the same person.
5. When the sectional plan of the extension SG D 855/2014 is registered, the deeds registry will allocate a "SS" thereto. In any subsequent transactions, reference to this new "SS –number" must be made in the description of the unit. As the registration of the sectional plan of the extension is taking place simultaneously with the section 45(1) application you would not know what this number is when you draft this application. As the application is not a deed, you cannot leave the number open and will insert the following words: "to be registered".
6. As the extension of the section has been linked first, the extent of the section (after extension) must be used here. This extent can be found on participation quota sheet of the amending section plan of extension SG D855/20114.



Prepared by me  
 CONVEYANCER  
 Erinda Frantzen

**Application and consent**

In terms of Section 45(2) of the Deeds Registries Act, 47 of 1937

I, the undersigned

Nierisa Gopaul  
 Identity number 720717 0246 08 0  
 widow

the surviving spouse of the late Srinivasan Gopaul and the mortgagor under Mortgage Bond SB45062/2012 passed by me and my late spouse in favour of

EFF Bank Limited  
 Registration number 1960/000245/06

for the sum of R1 050 000.00 (one million and fifty thousand rand) do hereby:

- a) Consent to the release of the estate of my said late spouse from liability under the said Bond;
- b) Assume full liability for all indebtedness under the said Bond; and
- c) Consent to the substitution of myself as the sole debtor in respect of the said Bond;

Signed at Pretoria on this 13<sup>th</sup> day of May 2015,

As witnesses      1. \_\_\_\_\_  
                          2. \_\_\_\_\_

\_\_\_\_\_  
 N Gopaul

and

I, Mark Visser, in my capacity as duly authorised Agent of  
EFF Bank Limited  
Registration number 1960/000245/06

The legal holder of the aforementioned bond, do hereby consent to the release, assumption of liability and substitution of debtor as aforesaid.

Signed at Johannesburg on the 28<sup>th</sup> day of May 2015.

As witnesses 1. \_\_\_\_\_  
2. \_\_\_\_\_

\_\_\_\_\_  
M Visser OBO EFF Bank Ltd

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### 1.3 Additional documents to be lodged at the deeds registry

a) Application for registration of amending sectional plan of extension

1. Amending **sectional plan of extension** SG D 855/2014 in duplicate
2. **existing title deed** ST75390/2012
3. **existing mortgage bond** SBB45062/2012 for endorsement
4. **conveyancer's certificate** to confirm that the consent of all the mortgagees in the scheme have been obtained
5. **transfer duty receipt**

b) Application in terms of section 45(1)

1. transfer duty exemption certificate
2. rates clearance certificate
3. copy of the will, certified by the Master and endorsed as accepted by him
4. section 42(1) conveyancer certificate

(Note that the current title deed ST75390/2012 has already been lodged in nr 1 of the batch)

c) Application and consent i.t.o section 45(2) (c):

(Note that the bond that would have to be lodged together with the application and consent has already been lodged in nr 1 of the batch)

## QUESTION 2

Be it hereby made known

THAT Erinda Frantzen appeared before me, the Registrar of Deeds at Pretoria, the said Appearer, being duly authorized thereto by a power of attorney granted to her by

1. Petrus Wessels  
Identity number 481230 5693 08 7  
Widower  
(A fiduciary)

2. Willem Wessels

Identity number 721201 5369 08 7

Married in community of property to Tiffany Wessels, with the exclusion of the community of property in respect of the undermentioned property as a result of the stipulations contained in the will of the late Anna Wessels dated 3 February 2000 (As fideicommissary)

Dated the 1<sup>st</sup> day of May 2014 and signed at Pretoria

AND the said Appearer declared that his Principals had on the 10<sup>th</sup> February 2014 truly and legally sold and that she in her capacity aforesaid, did, by these presents, cede and transfer to and on behalf of

Uys Supermarket Proprietary Limited  
Registration number 1990/032567/07  
Its successors in title or assigns

In full and free property

ERF 7 Cato Ridge  
Registration Division FT  
Province of Kwazulu Natal  
In extent 66 (Six Hundred) square metres

**QUESTION 3**

3.1 And the said Appearer declared that

WHEREAS in the matter in which XYX (Pty) Ltd was the plaintiff and Jo Brown, Identity Number 690306 5032 081, was the defendant and by virtue of a writ issued by the High Court of South Africa (North Gauteng Division) on 2 January 2011 at Pretoria under case number 301/2010, the undermentioned property was attached by the sheriff;

AND WHEREAS the hereinafter mentioned property, registered in the name of the said Jo Brown, was thereafter sold by the sheriff by public auction on 3 April 2011.

3.2 And the Appearer declared that the said late Jo Brown, during his lifetime had truly and legally sold the undermentioned property on 3 April 2011.

3.3 And the Appearer declared that his principal had truly and legally donated the undermentioned property on 15 May 2014.

3.4 And the Appearer declared that –

WHEREAS, in terms of the joint will, dated 10 April 2009 of the late Jo Brown, who died on 15 January 2014 and his surviving spouse Alice Brown to whom he was married in community of property, the testators massed their estates and the undermentioned property was specifically bequeathed to their son, James Brown, subject to a usufruct in favour of the surviving spouse and further subject to the exclusion of the community of property as more fully set out hereunder;

AND WHEREAS the surviving spouse has adiated the terms of the will;

Now therefore the Appearer in his capacity aforesaid hereby cedes and transfers to and on behalf of

3.5 And the Appearer declared that –

WHEREAS the undermentioned transferee bought the undermentioned property in terms of a deed of sale dated 4 January 2011, but in error received transfer of Erf 14 Hatfield Township by Deed of Transfer T10/2012

AND WHEREAS I purchased Erf 14 Hatfield Township in terms of a deed of sale dated 4 January 2011, but in error received transfer of Erf 15 Hatfield Township by Deed of Transfer T11/2012

AND WHEREAS I and the undermentioned transferees have agreed to rectify the position and in consequence of such agreement, I am simultaneously herewith receiving transfer from the undermentioned transferee of the said Erf 14 Hatfield Township

NOW THEREFORE I hereby authorize the Appearer to transfer to . . .

#### **QUESTION 4**

4.1 Deed of Donation

Memorandum of agreement made and entered into by and between:

Pearly Shores Proprietary Limited

Registration Number

(Incorporated in Australia)

Herein represented by ....., in his capacity as Director and duly authorised thereto by virtue of a Special Resolution of the shareholders dated.....

(Hereinafter referred to as the Donor)

And

The Methodist Church of Southern Africa constituted under Act 111/1978

Herein represented by Hamilton Rutter , the presiding Bishop for the time being of the South African Conference of the Methodist Church of Southern Africa, duly authorised thereto by virtue of a resolution taken at Cape Town on .....

(Hereinafter referred to as the Donee)

Whereas the Donor has agreed to donate to the Donee the immovable property hereinafter referred to;

And whereas the Donee has agreed to accept the said donation from the Donor;

Now Therefore it is agreed as follows:

1. The Donor hereby gives and donates to the Donee as a donation all the donor's rights, title and interest in the land and building or buildings in the scheme known as Toscana, situate at Kloof, in the eThekweni Municipality, which interest consists of:
  - a) Section No 1 in extent 120 (one hundred and twenty) square metres as shown and more fully described on Sectional Plan SS 175/1996 together with an

undivided share in the common property apportioned in accordance with the participation quota as endorsed on the said sectional plan  
Held by Certificate of Registered Sectional Title ST 175/2006

- b) Section No 2 in extent 120 (same description)  
Held by Certificate of Registered Sectional Title ST 176/2006
- c) Section No 3 in extent 120 square metres (same description)  
Held by Certificate of Registered Sectional Title ST 177/2006

2. An exclusive use area described as Carport P1 measuring 20 square metres as shown and more fully described on Sectional Plan SS 175/2006  
Held by Certificate of Real Right of Exclusive Use Area SK 2305/2006s

3. An exclusive use area described as Carport P2..... same description  
Held by Certificate of Real Right of Exclusive use Area SK 2306/2006s

4. An exclusive use area described as Carport P3 .....same description  
Held by Certificate of Real Right of Exclusive Use area SK 2307/2006s

5. The right to erect and complete from time to time within a period of 20 years for its personal account a further building or buildings on the specified portion of the common property as indicated on the plan referred to in section 25 of the Sectional Titles Act, Held by Certificate of Real Right SK 555/2006  
(Herein referred to as the properties)

6. Transfer

The Donor undertakes forthwith to complete and sign all such documents and perform such other acts as may be necessary to enable transfer of the units and cession of the exclusive use areas and real right of extension set out in Clause 1 hereof, to be registered in the name of the Donee. The property is donated voetstoets.

7. The costs of transferring and ceding the property to the Donee shall be at the Donee's expense, inclusive of payment of donations tax and or transfer duty.

8. Acceptance

The Donee hereby gratefully accepts the donation aforesaid subject to the abovementioned conditions as well as the following special conditions imposed by the Donor, namely

- 8.1 The property may not be used for any other purposes other than ecclesiastical purposes without the written consent of the Donor,
- 8.2 The Donee, or its successors in title, may not alienate the property without first offering it to the Donor

Signed \_\_\_\_\_ at \_\_\_\_\_ ..on.....

Signed at .....on.....



## 4.2 Power of Attorney to Transfer

Prepared by me  
Mary Poppins  
Conveyancer

I, the undersigned,

John Dear, in my capacity as Director and duly authorised thereto by virtue of a resolution taken by the shareholders of

Pearly Shores Proprietary Limited  
Registration Number  
( Incorporated in Australia )

Do hereby nominate constitute and appoint Ina Paarman with power of substitution to be my lawful attorney and agent and to appear before the Registrar of Deeds at Pietermaritzburg and there and then to declare that:

Pearly Shores Proprietary Limited, the developer of the scheme known as Toscana Number SS 175 / 2006 , has in terms of Section 34 (3) of the Sectional Titles Act 95 of 1986, donated the whole of its interest in and to the said scheme, together with exclusive use areas P1,P2 and P3 and a real right of extension over the said scheme, reserved in terms of section 25, which forms part of the common property, to the undermentioned transferee, which donation was duly accepted by the Donee on the.....

Now therefore the Appearer, in his capacity aforesaid, did by these presents cede and transfer to and on behalf of -  
The Methodist Church of Southern Africa

All the right, title and interest in the land and building or buildings in the scheme known as Toscana situate at Kloof, in the eThekweni municipality, which interest consists of

1. Section No 1 in extent 120 ( one hundred and twenty ) square metres as shown and more fully described on Sectional Plan SS 175 / 2006 together with an undivided share in the common property apportioned in accordance with the participation quota as endorsed on the said sectional plan  
Held by Certificate of Registered Sectional Title ST 175 / 2006
2. Section No 2 in extent 120 ( one hundred and twenty ) square metres as shown and more fully described on Sectional Plan SS 175/2006 together with an undivided share in the common property apportioned in accordance with the participation quota as endorsed on the said sectional plan  
Held by Certificate of Registered Sectional Title ST 176 / 2006
3. Section No 3 in extent 120 ( one hundred and twenty ) square metres as shown and more fully described on Sectional Plan SS 175 / 2006 together with an undivided share in the common property apportioned in accordance with the participation quota as endorsed on the said sectional plan  
Held by Certificate of Registered Sectional Title ST 177/2006

Subject to the following conditions contained in the deed of Donation entered into between the transferor and transferee dated. ....namely

1. The property may not be used for any other purposes other than ecclesiastical purposes, without the written consent of the Donor,
2. The Donee, or its successors in title, may not alienate the property without first offering it to the Donor

Dated at.....on.....

As witnesses

1. \_\_\_\_\_
2. \_\_\_\_\_

- 4.3 The exclusive use areas as well as the real right of extension must be ceded by means of a bilateral notarial deed entered into by and between Pearly Shores Proprietary Limited and the Methodist Church (section 34 (3) of the Sectional Titles Act.
- 4.4 Documents to be lodged in the Deeds Registry
  - Holding title deeds in respect of all 3 units
  - draft deed of transfer
  - Power of Attorney to Transfer
  - Transfer duty / Exemption certificate
  - Rates clearance certificates in respect of the units and all 3 exclusive use areas
  - Section 15 B (3) conveyancers certificate
  - notarial deed of Exclusive Use areas
  - Holding deeds in respect of all 3 exclusive use areas
  - Transfer duty / exemption certificates in respect of the exclusive use areas and real right of extension

## **QUESTION 5**

- 5.1 Application in terms of Section 17(4)  
Of the Deeds Registries Act 47 of 1937

We, the undersigned

- 1 Greg Warner  
Identity number 630102 6262 08 2  
A partner in a civil partnership out of community of property registered in terms of the Civil Union Act 17 of 2006
- 2 David Mtshali  
Identity number 690519 5794 08 6  
A partner in a civil partnership out of community of property registered in of terms of the Civil Union Act 17 of 2006

Do hereby make oath and sat that –

- 1 a civil partnership between us was solemnised on 3 July 2012.

- 2 Prior to the solemnisation and registration of such civil partnership, we entered into an antenuptial contract with the exclusion of the community of property and of profit and loss. Such antenuptial contract was duly registered in the deeds registry within the three-month period from date of the notarial execution thereof, in the deeds registry in Bloemfontein under H137/2012.
  - 3 As proof of such civil partnership, we attach hereto a copy of the registration certificate issued by the Department of Home Affairs, reflecting the conclusion and registration of such partnership.
  - 4 The said civil partnership between ourselves still subsists.
  - 5 1) a unit consisting of –
    - a) Section 132 as shown and more fully described on Sectional plan SS159/2002 in the scheme known as Happy Days in respect of the land and the building or buildings situate at Bloemfontein, Local Authority: Local Municipality of Mangaung, of which section the floor area, according to the said section plan is 120 (one hundred and twenty) 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 ST44/2011
  - ii) a unit consisting of -
    - a) Section 133 as shown and more fully described on Sectional plan SS159/2002 in the scheme known as Happy Days in respect of the land and the building or buildings situate at Bloemfontein, Local Authority: Local Municipality of Mangaung, of which section the floor area, according to the said section plan is 120 (one hundred and twenty) 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 ST44/2011
- Are registered in our names but our status is still reflected as unmarried therein
- 6 the aforesaid properties are not mortgaged and there are no mutually dependent deeds requiring endorsement.

We hereby apply to the Registrar of Deeds at Bloemfontein for the endorsement of the aforesaid Deed of Transfer ST44/2011 to the effect that our respective status is reflected as “partners in a civil partnership out of community of property registered in terms of the civil union act 17 of 2006”.

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**G WARNER**

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**D MTSHALI**

I certify that the deponents have acknowledged that they know and understand the content of this affidavit, which was signed and sworn before me at Bloemfontein on 9 May 2013 and that the provision of the Regulations contained in the Government Notice R1258 of 21 July 1972 (as amended) have been complied with

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**Commissioner of Oaths**

5.2

**FORM 1**

**APPLICATION UNDER SECTION 15B(5)**

*of the sectional titles act 1986*

*I, the undersigned, Greg Warner*

*identity number: 630102 6262 08 2*

*a partner in civil partnership out of community of property registered in terms of civil union act 17 of 2006 joint owner of:-*

- 1)
  - A) *A unit of section 132 as shown and more fully described on sectional plan SS159/2002 in the scheme known as HAPPY DAYS in respect of the land and the building or buildings situate at BLOEMFONTEIN, local authority: local municipality of MANGAUNG, of which section the floor area, according to the said sectional plan is 120 (one hundred and twenty) square metres in extent; and*
  - b) *an undivided share in the common property in the scheme appointed to the said section in accordance with the partnership with the participation quota as endorsed on then said sectional plan held by deed of transfer ST44/2011*
  
- 2) *A unit section of-*
  - a) *section 133 as shown and more fully described on sectional plan SS159/2002 in the scheme known as happy days in respect of the land and the building or buildings situate at BLOEMFONTEIN, local authority: local municipality of MANGAUNG, of which section the floor area, according to the said sectional plan is 120 (one hundred and twenty) 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 said selection plan held by deed of transfer ST44/2011*

*do hereby apply to the registrar of deeds at BLOEMFONTEIN for the issue to me of a certificate of registered title in respect of an undivided ½ (one half) share in the aforesaid units.*

*Signed at BLOEMFONTEIN on 7 may 2013*

**FORM J**

**CERTIFICATE OF REGISTERED SECTIONAL TITLE ISSUED UNDER SECTION 15B(5)**

*of the sectional title act 1986*

*I, the Registrar of Deeds at BLOEMFONTEIN, hereby certify that GREG WARNER identity number: 630102 6262 08 2 a partner in civil partnership out of community of property registered in terms of the civil union act 17 of 2006 is the registered owner of-*

1. *An undivided one half (½) share in a unit consisting of-*
  - a) *Section 132 as shown and more fully described on sectional plan SS159/2002 in the scheme known as happy days in respect of the land the building or*

- buildings situate at BLOEMFONTEIN, local authority: local municipality of MANGAUNG, of which section floor area, according to the said sectional plan is 120 (one hundred and twenty) 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 virtue of deed of transfer ST44/2011*

*The 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 sectional title act, 1986; and*
  - ii. *Any alteration to building or buildings or to a section or to the common property shown on the said sectional plan.*
  - iii.
- 2) *An undivided one half (1/2) share in a unit consisting of-*
- a) *Section 133 as shown and more fully described on sectional plan ss159/2002 in the scheme known as happy days in respect of land and the building or buildings situate in BLOEMFOUNTEIN: Local Municipality of Mangaung, of which section the floor according to the said sectional plan is 120 (one hundred and twenty) 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 virtue of Deed of Transfer ST44/2011*

*The unit is subject to or 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; and*
- II) *Any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.*

*Signed at Bloemfontein on \_\_\_\_\_ 2013.*

5.3

- 1) an undivided one half (1/2) share in a unit consisting of-
- a) Section 132 as shown and more fully described on sectional plan SS159/2002 in the scheme known as Happy Days in respect of the land and building or buildings situate at Bloemfontein, Local Authority: Local Municipality of Mangaung, of which section the floor area, according to the said sectional plan is 120 (one hundred and twenty) 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 under Certificate of Registered Sectional Title ST357/2013 and subject to such conditions as set out in the aforesaid deed and especially subject to a right of pre-emption registered in favour of Susan Warner, Identity number 451212 0005 08 2, unmarried as will more fully appear from notarial deed SK4/2012-S

- 2) An undivided one half (1/2) share in a unit consisting of –
- a) Section 133 as shown and more fully described on sectional plan SS159/2002 in the scheme known as Happy Days in respect of the land and building or buildings situate at Bloemfontein, Local Authority: Local Municipality of Mangaung, of which section the floor area, according to the said sectional plan is 120 (one hundred and twenty) 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 under Certificate of Registered Sectional Title ST357/2013 and subject to such conditions as set out in the aforesaid deed and especially subject to a right of pre-emption registered in favour of Susan Warner, Identity number 451212 0005 08 2, unmarried as will more fully appear from notarial deed SK4/2012-S.

## **QUESTION 6**

This agreement is subject to and dependent upon

- 1) The sale of the purchaser's existing property being a unit consisting unit
  - a) Section No 5 as shown and more fully described on Sectional Plan no SS125/1985 in the scheme known as Blue Gables, in respect of the land and buildings situate at Portion 4 of Erf 123 Lynwood township, Local authority: City of Tshwane Metropolitan Municipality, of which section the floor area, according to the said Sectional Plan is 250 (two hundred and fifty) 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 Certificate of Registered Sectional Titles ST125/1985

For a purchase price of not less than R1 000 000.00 (one million rand) net (i.e. after the deduction of any agent's selling commission in connection with such transaction) on or before 15 July 2005.

In the context a "sale" shall mean the conclusion of a valid and binding agreement of purchase and sale relating to the aforementioned unit, which agreement is not subject to any suspensive or resolutive condition unless such condition shall have been fulfilled within the said time limit.

- 2) The purchaser obtaining, on or before 30 September 2016 from a financial institution, a loan of not less than R2 000 000.00 (two million rand), such loan to be secured by a registration of a first mortgage bond over the property hereby purchased and sold and to be granted on conditions normally imposed by financial institution in connection with mortgage loans on the security of urban immovable property situate in the Pretoria Magisterial District.

The condition shall be deemed to have been fulfilled if the financial institution concerned confirms to the Conveyancers hereinabove appointed in writing within the aforementioned time limit that it is prepared to grant the purchaser such loan in principle even though the formal grant of the loan and the actual allocation of funds may be deferred for some time thereafter.

- 3) It is expressly recorded that the aforesaid two conditions operate for the benefit of the purchaser and may be waived by him at any time prior to the expiration of the time limit referred to therein by him giving written notice of such waiver to the seller
- 4) Should the conditions under 1 and 2 above not have been fulfilled or waived by the purchaser in accordance with the provisions of paragraph 3 hereof within the limits stated therein this agreement shall ipso facto terminate and become null and void and neither party shall have any claim against the other arising there from.

### **QUESTION 7**

- 7.1 I, the undersigned,  
Peter Jones  
Identity Number 950312 5033 08 7  
unmarried
- 7.2 We, the undersigned  
Greg Smith  
Identity Number  
And  
Sheila Smith  
Identity Number  
In our capacity as parents and natural guardian of  
John Smith  
Identity Number 020612 5067 087  
Unmarried, minor
- 7.3 Mark Jones  
Identity Number  
Married in community of property to  
Mary Jones  
Which community of property is excluded by virtue of a condition in the Will
- 7.4 John Smith  
Identity Number  
Unmarried
- 7.5 Big Bang Proprietary Limited  
Registration Number  
In liquidation
- 7.6 We, the undersigned

1. Peter  
Identity  
Unmarried  
(As bare dominium owner)

Johnson  
Number

2. Mary  
Identity  
Unmarried  
(As usufructuary)

Johnson  
Number



# LAW SOCIETY

## OF SOUTH AFRICA