

## DIE REPUBLIEK VAN SUID-AFRIKA

### NOTARIËLE PRAKTYKEKSAMEN

DATUM: 07 JUNIE 2017  
TYD: 09:00-13:15  
TOTAAL: [100]

*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 vier uur volg dan.*

#### NOTAS:

1. KANDIDATE moet al die vrae beantwoord.
2. KANDIDATE moet slegs EEN KANT van die papier gebruik.
3. KANDIDATE moet elke vraag op 'n nuwe vel begin en die nommer van die vraag aanstip aan die linkerbokant van die vel en sy of haar eksamennommer aan die regterkant van die vel papier, bv:

<b>NOTARIËLE EKSAMEN</b>	
VRAAG 1	60831/09

Sou u antwoord op enige vraag meer as een vel papier beslaan, moet die volgende velle agtereenvolgend genommer word en ook die nommer van die vraag en u eksamennommer dra, bv:

<b>BLADSY 2</b>	
VRAAG 1	60831/09 (Vervolg)

4. Waar al die besonderhede wat nodig is vir aktekantoordeleindes nie voorsien word nie, moet KANDIDATE hulle eie verbeelding gebruik om die weggelate inligting te verskaf.
5. Aangesien vier uur toegelaat word, word van kandidate verwag om die aktes en ander dokumente wat gevra word, akkuraat op te stel.
6. Tensy daar 'n spesiale rede bestaan, word 'n kandidaat nie vir 'n mondeling ingeroep as 50% of meer behaal is nie. Indien 'n kandidaat 'n totaal van tussen 40% en 49% behaal sal hy/sy 'n mondeling moet aflê. Indien 'n kandidaat minder as 40% behaal sal hy/sy nie kwalifiseer vir 'n mondeling nie en druipt dus hierdie eksamen.

## THE REPUBLIC OF SOUTH AFRICA

### NOTARIAL PRACTICE EXAMINATION

DATE: 07 JUNE 2017  
TIME: 09:00-13:15  
TOTAL: [100]

*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 four hours then follows.*

#### NOTES:

1. CANDIDATES are required to answer all questions.
2. CANDIDATES must write on ONE SIDE of the paper only.
3. CANDIDATES must commence each question on a fresh sheet of paper, giving the question number on the top left and his or her examination number on the top right hand side of the sheet, e.g:

<b>NOTARIAL EXAMINATION</b>	
QUESTION 1	60831/09

Should you answer to any question comprise more than one sheet, subsequent sheets must be numbered consecutively and must also bear the question number and your examination number, e.g:

<b>PAGE 2</b>	
QUESTION 1	60831/09 (Continued)

4. Where all details for deeds office purposes are not provided, CANDIDATES are required to draw on their imagination to provide the missing information.
5. As four hours are being allowed for this paper candidates will be expected to draft the deeds and other documents in so far as is required of them accurately.
6. Except if a special reason exists, a candidate will not be required to do an oral if 50% or more is attained. If a candidate achieves an aggregate of between 40% and 49% he/she will be required to do an oral. If a candidate achieves less than 40% he/she will not qualify for an oral and will have failed this examination.

**VRAAG 1 (Sien aanhangsel) [15]**

Nicholas Manzi, is buite gemeenskap van goedere getroud met Theresa Beatrice Manzi, en woon op Erf 19 Ashburton. Erf 19 is geregistreer in die naam van DR T B MANZI INGELYF, Registrasie nommer: 2013/008209/21, van welke maatskappy Theresa Beatrice Manzi die enigste direkteur en aandeelhouer is.

Nicholas en Theresa Manzi wil graag 'n gedeelte van die aangrensende Erf 18 Ashburton koop. Die eienaars van Erf 18 is Shawn en Sally Turnstile, getroud binne gemeenskap van goed met mekaar en Sally se moeder, Brenda Sugarpie, 'n weduwee, kragtens Akte van Transport Nr. T15748/1982. Shawn en Sally Turnstile en Brenda Sugarpie is inskiklik om 'n gedeelte van hulle eiendom, groot ongeveer 9000 vierkante meter, vir 'n bedrag van R500 000,00, aan hulle bure, Nicholas en Theresa Manzi te verkoop onderhewig daaraan dat die kopers:

- Aldie nodige onderverdelingskaart/e verkry;
- Voldoen aan alle voorwaardes opgelê deur die plaaslike bestuur of enige ander gesagsliggaam met betrekking tot die registrasie van die onderverdeling;
- Verantwoordelik is vir die kostes verbonde aan die verkryging van kaarte, voldoening aan voorwaardes oordrag van die onderverdeling.

Nicholas en Theresa Manzi het opdrag gegee aan 'n Landmeter en is nou voorsien van goedgekeurde kaarte SG Nr. 668/2014 en SG Nr. 669/2014 (**sien aangeheg**) tesame met die goedkeuringsbrief van die Msunduzi Munisipaliteit, gedateer 29 April 2014, waarin die onderverdelingsvoorwaardes uiteengesit word. Dit behels onder andere die volgende:

1. Ten einde te voldoen aan die bogemelde vereistes ten opsigte van riool afvalwater, 'n sanitasiesistelsel en deursypeilingstoetse moet die volgende serwituut op koste van die Eienaar by wyse van 'n notariële akte

**QUESTION 1 (See annexure) [15]**

Nicholas Manzi, married out of community of property to Theresa Beatrice Manzi, resides on Erf 19 Ashburton. Erf 19 is registered in the name of DR T B MANZI INCORPORATED Registration Number: 2013/008209/21, with Theresa Beatrice Manzi being the sole director and shareholder of the company.

Nicholas and Theresa Manzi wish to purchase a portion of the adjoining property, Erf 18 Ashburton owned by Shawn and Sally Turnstile, married in community of property to each other, and Sally's mother, Brenda Sugarpie, a widow, under Deed of Transfer No. T15748/1982. Shawn and Sally Turnstile and Brenda Sugarpie are agreeable to sell a portion of their property, approximately 9000 square metres in extent to their neighbours, Nicholas and Theresa Manzi, for the sum of R500 000,00, on condition that the purchasers attend to:

- Obtaining the requisite subdivisional diagram/s;
- Complying with all conditions imposed by the Local Authority and/or any other body in respect of registration of such subdivision;
- Payment of all costs incurred in obtaining diagrams, complying with relevant conditions and registration of transfer of the subdivision.

Nicholas and Theresa Manzi have instructed a Surveyor and have now been furnished with approved diagrams SG No. 668/2014 and SG No. 669/2014 (**see attached**) together with the Msunduzi Municipality's approval letter dated 29 April 2014 setting out its conditions of subdivision. The said Municipality's approval letter, inter alia, contains the following:

1. In order to satisfy the above requirements with respect to sewage effluent, a sanitation system and percolation tests, the following servitude shall be registered at the Owners' expense by notarial deed against

ten gunste van die Munisipaliteit teen die eiendom wat onderverdeel word geregistreer word:

"Nog die eiendom nog enige gedeelte daarvan sal oorgedra word sonder die toestemming van die Munisipaliteit, wat verskaf sal word by ontvangs van 'n geskrewe erkenning van die kopers dat hulle in kennis gestel is van hulle pligte en verpligtinge met betrekking tot die terme en voorwaardes vervat in klousules 7.1 en 7.2 van die goedkeuringsbrief, verwysing: Plan Nr. 095/14/PD095 gedateer 29 April 2014."

2. Toegang en die voorsiening van dienste na Gedeelte 1 sal gegee word kragtens 'n Serwituut van Reg van Weg en Dienste met 'n minimum wydte van 5 meter, en sal nie 100 meter in lengte oorskry nie. Die serwituut sal by wyse van notariële akte oor die Restant ten gunste van Gedeelte 1 geregistreer word, en sal die opvolgende eienaars van die eiendom verbind.

Nicholas en Theresa Manzi gee u opdrag as Notaris en Aktebesorger om toe te sien tot registrasie van die onderverdeling en verwante aangeleenthede en adviseer dat:

- a) Die onderverdelingsal geregistreer word in die naam van DR T B MANZI INC.;
- b) Shawn en Sally Turnstile is 'n week gelede geskei, en elkeen behou sy/haar aandeel in die eiendom;
- c) Die verkopers sal persoonlik voor u verskyn om enige dokumente te verly.

- 1.1 Noem die partye wat voor u sal verskyn om uitvoering te gee aan die Munisipaliteit se voorwaarde 1 hierbo – stel die beskrywing op van die partye soos wat dit sal voorkom in die vereiste akte met verwysing na hulle magtigings, indien enige. (4)

- 1.2 Stel die paragraaf op in die notariële akte waarkragtens u die Munisipaliteit se voorwaarde 1 sal skep – verwys slegs na

the property being subdivided, in favour of the Municipality:

"The property or any portion thereof shall not be transferred without the consent of the Municipality, which shall be provided upon receipt of written acknowledgement from the purchasers that they have been advised of their duties and obligations relating to the terms and conditions contained in clauses 7.1 & 7.2 of the letter of approval, Ref: Plan No. 095/14/PD095 dated 29 April 2014."

2. Access and the provision of services to Portion 1 shall be by means of a Right of Way and Services Servitude with a minimum width of 5 metres and shall not exceed 100 metres in length. The servitude shall be registered by notarial deed over the Remainder in favour of Portion 1 and shall bind the successive owners of the properties.

Nicholas and Theresa Manzi instruct you as Notary and Conveyancer to attend to registration of the subdivision and all related matters and advise that:

- a) The subdivision will be registered in the name of DR T B MANZI INC.;
- b) Shawn and Sally Turnstile were divorced a week ago and each retains his/her share in the property;
- c) The sellers will appear before you personally to sign any documents.

- 1.1 Who will be the parties appearing before you to give effect to the Municipality's condition 1 above – draft the description of the parties as they will appear in the requisite deed with reference to their authority, if any. (4)

- 1.2 Draft the paragraph in the notarial deed that will create the Municipality's condition 1 above – only refer to the property/ies,

die eiendom/me, die voorwaarde en die toepaslikheid daarvan. (3)

condition and its applicability. (3)

1.3 Watter partye sal voor u verskyn om uitvoering te gee aan die Munisipaliteit se voorwaarde 2 hierbo – stel die beskrywing van die partye op soos wat dit in die betrokke akte sal verskyn, met verwysing na hulle magtigings, indien enige. (4)

1.3 Who will be the parties appearing before you to give effect to the Municipality's condition 2 above – draft the description of the parties as they will appear in the requisite deed with reference to their authority, if any. (4)

1.4 Stel die voorwaarde in die notariële akte op waakragtens die Munisipaliteit se voorwaarde 2 geskep word – verwys slegs na die eiendom/me, voorwaarde en die toepaslikheid daarvan. (4)

1.4 Draft the paragraph in the notarial deed that will create the Municipality's condition 2 above – only refer to the property/ies, condition and its applicability. (4)

**[NOTA: punte sal afgetrek word vir onnodige inligting]**

**[NOTE: marks will be deducted for unnecessary information]**

**VRAAG 2 [12]**

**QUESTION 2 [12]**

Rainbow Development (Edms) Bpk is 'n gespesialiseerde eiendomsontwikkelingsmaatskappy, en die geregistreerde eienaar van Erf 49 New England, geleë in die Msunduzi Munisipaliteit Area. Die sonering van die eiendom magtig die oprigting van 50 deeltitel eenhede.

Rainbow Development (Pty) Ltd, a specialist property development company, is the registered owner of Erf 49 New England, situate in the Msunduzi Municipality Area. The property is zoned for the erection thereon of 50 sectional title units.

Rainbow Development (Edms) Bpk het 20 eenhede op die eiendom opgerig en 'n deeltitelregister onder die naam CLARIDGES vir die 20 eenhede geopen, en die reg voorbehou om die oorblywende 30 eenhede in fases oor 20 jaar te ontwikkel.

Rainbow Development (Pty) Ltd has erected 20 units on the property and opened a sectional title register under sectional scheme CLARIDGES for the 20 units and reserved the right to erect the remaining 30 units in phases within 20 years.

Rainbow Development (Edms) Bpk ondervind finansiële probleme en is begerig om die reg op uitbreiding te verkoop. Highrise Builders (Edms) Bpk, 'n deeltitelontwikkelaar, stel belang om 'n gedeelte van die gemeenskaplike eiendom wat gereserveer is vir toekomstige ontwikkeling en waarop 10 eenhede opgerig kan word, aan te koop. Rainbow Development (Edms) Bpk is tevrede om 'n gedeelte van die toekomstige ontwikkelingsgebied te verkoop. Die gemeenskaplike eiendom waarop die 30 eenhede opgerig kan word is in 3 dele (fases) verdeel, aangedui as "gereserveerde gebiede" op die

Rainbow Development (Pty) Ltd is experiencing financial difficulties and wishes to sell off the right to extend the remaining 30 units in phases. Highrise Builders (Pty) Ltd, a Sectional Title Developer, is keen on purchasing a portion of the common property in the sectional scheme CLARIDGES reserved for future development that will allow him to erect 10 units. Rainbow Development (Pty) Ltd is happy to sell off a portion of the area reserved for future development. The common property on which the 30 remaining units are to be erected is divided into 3 portions (phases) indicated on the Sectional

deelplan. Op elkeen van die "gereserveerde gebiede" kan 10 eenhede opgerig word.

2.1 Stel die dokument op waarkragtens Highrise Builders (Edms) Bpk die reg sal verkry om 10 eenhede op "Gereserveerde Gebied 2" op te rig, welke reg hulle gekoop het vir die bedrag van R5 000 000,00.  
(8)

2.2 Verskaf 'n lys van die dokumente wat u by die Aktekantoor sal indien. (2)

2.3 Watter dokumente sal u in u Protokol behou? (2)

**VRAAG 3 [20]**

Peter Johns, getroud buite gemeenskap van goedere met Mary Johns, het R2 000 000,00 aan Neil Smith geleen om die opening van sy nuwe restaurant te finansier. Die bedrag is terugbetaalbaar by wyse van maandelikse paaierente van R50 000,00 tesame met rente teen primakoers plus 2%.

Neil se vrou, Dorothy, met wie hy buite gemeenskap vangoed getroud is, is die enigste direkteur en aandeelhouer van Dorothy's Flower Wholesalers (Edms) Bpk, 'n suksesvolle besigheid met pakhuisse en kantore te Kaapstad en Johannesburg se internasionale lughawens en met geregistreerde kantore te Kaapstad. Die maatskappy besit vyf Mercedes geslote bak tien-ton vragmotors, wat vanaf die Johannesburg se tak bedryf word, asook 'n aantal toerusting by beide takke. Die maatskappy het ingestem om sy losgoedere te verbind as sekuriteit vir die terugbetaling van die lening deur Neil.

3.1 Stel die verbandakte op wat die beste moontlike sekuriteit sal voorsien. Verskaf aanvullende voorwaardes slegs opsommend. (15)

3.2 Welke aanvullende dokumentasie sal die notaris vereis en in sy protokol behou? (3)

Plan as "reserved areas". 10 units are to be built on each of the "reserved areas".

2.1 Draft the document that would give Highrise Builders (Pty) Ltd title the right to erect 10 Units on "Reserved Area 2", which right it purchased for the sum of R5 000 000,00.  
(8)

2.2 List the documents that you would lodge in the Deeds Office. (2)

2.3 List the documents that you would retain in your Protocol. (2)

**QUESTION 3 [20]**

Peter Johns, who is married out of community of property to Mary Johns, has lent Neil Smith R2 000 000,00 to finance the launch of his new restaurant, repayable in monthly instalments of R50 000,00 with interest at prime plus 2%.

Neil's wife, Dorothy, to whom he is married out of community of property, is the sole shareholder and director of Dorothy's Flower Wholesalers (Pty) Ltd, a successful business with warehousing and offices at Cape Town and Johannesburg International airports and with its registered office in Cape Town. The company owns five Mercedes closed-bodied ten ton trucks, operating from the Johannesburg branch and a quantity of movable equipment at both branches. The company has agreed to bind its movable property as security for the repayment of the loan by Neil.

3.1 Draw the bond required to establish the best possible security. Provide ancillary conditions in summarized form. (15)

3.2 What supporting documents would the notary require and retain in the protocol? (3)

3.3 In welke Aktekantoor(e) en binne welke tydperk(e) moet die verband geregistreer word? (2)

3.3 At which Deeds Office(s) and within what period(s) must the bond be registered? (2)

**VRAAG 4 [10]**

**QUESTION 4 [10]**

Michelle en Alex Peters het in 2000 binne gemeenskap vangoed met mekaar getrou. Alex het bekwaam omgesien tot die huishouding terwyl Michelle gewerk het. Hulle vyf kinders is nou almal groot en onafhanklik. Alex is deur Michelle aangemoedig om sy kookvaardighede te ontgin, as gevolg waarvan hy 'n suksesvolle en hoogs-betalende tuisbesigheid bedryf het.

Michelle and Alex Peters were married to each other in community of property in 2000. Alex attended to the efficient running of the household whilst Michelle worked. Their five children are now all grown up and live independent lives. Alex has been encouraged by Michelle to exploit his culinary skills and he has, as a result, successfully run a lucrative business from home.

Michelle en Alex is finansiëel sterk en Alex will nou 'n nuwe besigheid begin om tuismaaltye te kook en by klante se huise af te lewer. Die partye raadpleeg u en deel u mee dat hulle nie meer hulle bestaande huwelikstelsel as ideaal beskou nie, en dat hulle die Hoë Hof wil nader vir verlof om 'n notariële kontrak te registreer waarkragtens hulle materieel-regtelike goedere posisie gewysig word na buite gemeenskap van goedere.

Michelle and Alex are financially well off and Alex now wishes to open and run his own business cooking home meals and delivering same to people's homes. The parties consult you and advise you that they no longer regard their present matrimonial regime as being ideal and that they wish to make an application to the High Court for leave to enter into and register a notarial contract in terms whereof their matrimonial property regime is altered to one out of community of property.

Hulle het ooreenkoms bereik oor hoe hulle huidige gemeenskaplike boedel verdeel staan te word sou die hof die bevel verleen, en hulle adviseer u verder dat hulle nie wil hê dat die aanwas-stelsel op hulle huwelik van toepassing moet wees nie.

They have reached an agreement as to how their present joint estate is to be divided in the event of the court granting the necessary permission and they further advise you that in the event of their application being successful, they do not wish the accrual system to apply to their marriage.

Stel die toepaslike kontrak op, in verwagting dat die hof hulle aansoek sal goedkeur.

Draft the appropriate contract, in anticipation of the court granting their application.

**VRAAG 5 [17]**

**QUESTION 5 [17]**

U word geraadpleeg deur Yusuf en Kogi Mohidean. Hulle is binne gemeenskap van goedere met mekaar getroud, en het twee klein kinders. Hulle is besig om 'n splinternuwe vakansie deeltiteleenheid in 'n ontwikkeling van 10 eenhede teen 'n koopprys van R8m te koop. Vriende het aanbeveel dat hulle 'n *inter vivos* trust oprig, en die eiendom in die trust se naam

You are consulted by Yusuf and Kogi Mohidean who are married to each other in community of property and have two small children. They are in the process of buying a newly completed holiday sectional title town house for a purchase price of R8m in a development of 10 units. Friends have told them to create an *inter vivos* trust and to buy the property in the name of the

aankoop. Hulle verlang dat u hulle adviseer of hulle hulle vriende se raad moet volg, met inagneming van die beskerming van die eiendom teen hulle krediteure, asook ander belasting oorwegings.

trust. They wish you to advise whether they should heed to the advice of their friends, taking into consideration the protection of the new town house against their creditors, as well as other fiscal considerations.

5.1 Hoe sal u hulle adviseer met betrekking tot beskerming van die eiendom teen krediteure en hoekom? (3)

5.1 How would you advise them as regards the protection of the new town house against the creditors and why? (3)

5.2 Watsal die BTW en/of hereregte gevolge wees as:

5.2 What would the VAT and/or transfer duty implications be of:

5.2.1 hulle die eiendom in eie naam aankoop?

5.2.1 the purchase of the town house by them in their personal capacities?

5.2.2 hulle die eiendom aankoop in hulle hoedanigheid as trustees van 'n *inter vivos* trust? (2)

5.2.2 the purchase of the town house by them in their capacities as trustees of an *inter vivos* trust? (2)

5.3 Wat sal die skenkingsbelasting gevolge wees in die gevalle uiteengesit in 5.2.1 en 5.2.2 hierbo? (3)

5.3 What would the donations tax implications be in the circumstances set out in 5.2.1 and 5.2.2 above? (3)

5.4 Wat sal die boedelbelasting gevolge wees in die gevalle uiteengesit in 5.2.1 en 5.2.2 hierbo? (3)

5.4 What would the estate duty implications be in the circumstances set out in 5.2.1 and 5.2.2 above? (3)

5.5 Watsal die kapitaalwinstgevolge wees in die gevalle uiteengesit in 5.2.1 en 5.2.2 hierbo? (3)

5.5 What would the capital gains tax implications be in the circumstances set out in 5.2.1 and 5.2.2 above? (3)

5.6 Hoe sal hereregte bereken word sou die Mohideans die eiendom herverkoop aan:

5.6 How would transfer duty be calculated should the Mohideans re-sell the property to:

5.6.1 'n natuurlike persoon;

5.6.1 a natural person;

5.6.2 'n trust. (3)

5.6.2 a trust. (3)

**VRAAG 6 [16]**

**QUESTION 6 [16]**

6.1 Noem die wesenlike klousules ter sake tot 'n langtermyn huurkontrak. (4)

6.1 Name the essential clauses pertinent to a long-term lease agreement? (4)

6.2 Stel die spesifieke klousule in 'n langtermyn huurkontrak op wat die verhuurder in staat sal stel om kragtens die bepalings van Artikel 90 van die Akteswet die kontrak eensydiglik op te sê. (2)

6.2 Draft the specific clause to the long-term lease agreement that would entitle the Lessor to, in terms of the provisions of Section 90 of the Deeds Registries Act, unilaterally cancel the lease upon the default of the Lessee. (2)

6.3 Watter dokumente moet by die Akte-  
kantoor ingedien word om aansoek te  
doen vir kansellasië van die huurkontrak  
in 'n geval soos in 6.2 hierbo? (5)

6.3 What documents will be required to be  
lodged with the deeds registry to apply for  
cancellation of the lease in the  
circumstances in 6.2 above? (5)

6.4 Stel 'n voorbeeld op van 'n eedsverklaring  
wat ingedien sou word tesame met die  
dokumente in 6.3 hierbo na verwys.  
(5)

6.4 Draft an example of an affidavit that would  
be lodged together with the documents  
referred to in 6.3 above.  
(5)

**VRAAG 7 [10]**

**QUESTION 7 [10]**

U kliënt, Tom Morris, is die eienaar van 'n  
plaaseiendom in Engeland. Sy buurman verlang  
dat 'n serwituuw van reg van weg oor Tom se  
plaas geregistreer word, waartoe hy ingestem  
het. Hy wil graag sy plaasbestuurder, Charles  
Todd, aanstel om die notariële akte in Engeland  
te onderteken. Van u word verlang om 'n volmag  
voorte berei om Charles so te magtig en om die  
dokument te laat waarmerk vir gebruik in die  
Verenigde Koningryk.

Your client, Tom Morris, is the owner of farm  
property in England. His neighbour requires a  
servitude of right of way to be registered over  
Tom's farm, to which he has consented. He  
wishes to appoint his farm manager, Charles  
Todd, to sign the notarial deed in England.  
You are required to prepare a Power of Attorney  
to give such authority to Charles, and have the  
document authenticated for use in the United  
Kingdom.

7.1 Berei die volgende dokumente voor:

7.1 Prepare the following:

7.1.1 Volmag; (5)

7.1.1 Power of Attorney; (5)

7.1.2 Sertifikaat van Notariële Waarmerking;  
(3)

7.1.2 Notarial Authentication Certificate;  
(3)

7.2 Welke bevoegde instansies kan u nader  
om u handtekening te bekragtig? (2)

7.2 List the authorities that you may approach  
to certify your signature. (2)

- DIE EINDE -

- THE END -



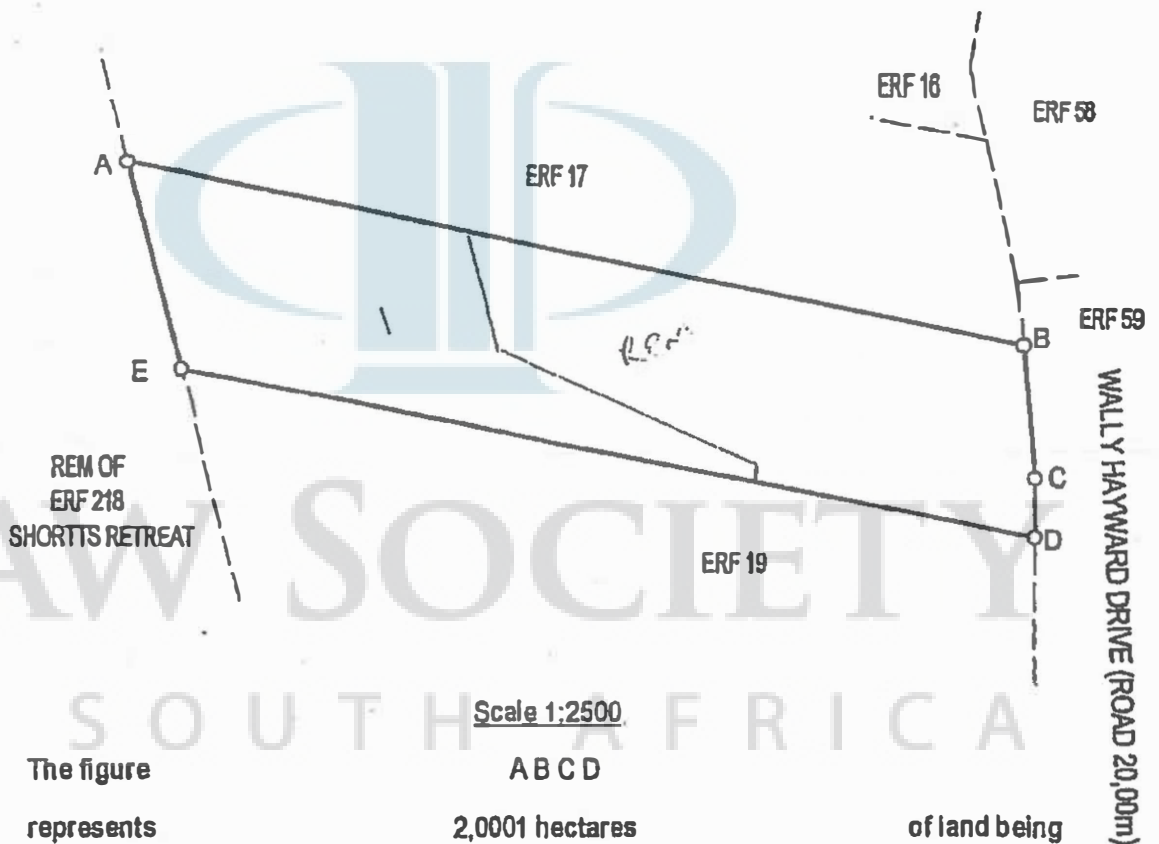
S.G. No.  
668/2014

Approved



for  
SURVEYOR-  
GENERAL

12 JUN 2014



The figure  
represents

Scale 1:2500

ABCD

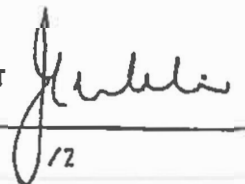
2,001 hectares

of land being

ERF 18 ASHBURTON

The Msunduzi Municipality  
Province of KwaZulu-Natal  
Registration Division FT

Framed in terms of Section 16 of Act 8 of 1997 in May 2014, by me J T Welter  
Registration Number : PLS 1149 - D Land Surveyor



This diagram is annexed to

No. T 15748 / 1982

Registrar of Deeds

The original diagram is

S.G. No. : 1872/1981

Transfer No. T 28040/1981


File :

/2

S.R. : 658/1981

Comp. : FT - 5D - 9D

**SUBDIVISIONAL DIAGRAM**

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 31° X		S.G. No. 669/2014
		Constants:		± 0,00	+3 200 000,00	
AB	114,40	281 59 40	A	+54 052,48	+83 964,58	Approved  for SURVEYOR- GENERAL 12 JUN 2014
BC	43,25	345 27 10	B	+53 940,58	+83 988,35	
CD	95,05	295 28 20	C	+53 929,72	+84 030,21	
DE	5,00	11 38 30	D	+53 843,91	+84 071,09	
EF	193,92	101 38 30	E	+53 844,91	+84 075,99	
FA	74,50	188 19 10	F	+54 034,86	+84 036,98	
<u>SERVITUDE</u>		<u>DATA</u>				
DG	99,02	281 36 30	G	+53 746,91	+84 091,01	
GH	5,10	0 38 10	H	+53 746,97	+84 096,11	
HE	99,99	101 36 30				
		TR195/2930	Δ	+49 820,73	+83 774,25	
		TR635/2930	Δ	+48 582,85	+88 518,17	

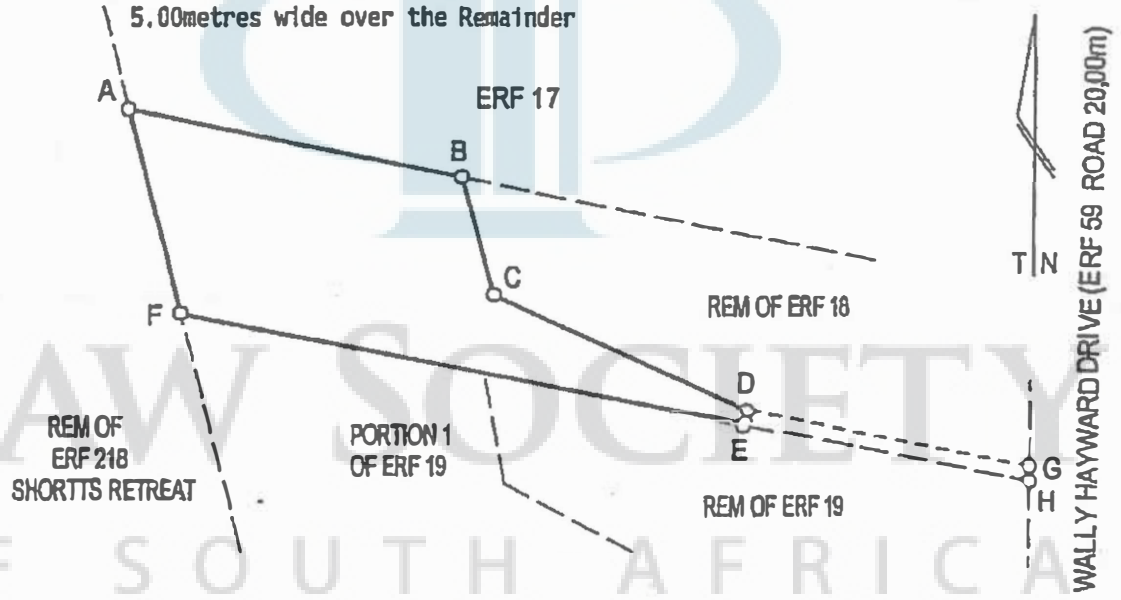
Description of Beacons

A,B,C,D,E,G,H : 12mm Round Iron Peg  
F : 16mm Iron peg

KZN Act No. 8/2008  
Ref: SPDA 095

Servitude Note

The figure D G H E represents a Right of Way and Services Servitude 5.00metres wide over the Remainder



The figure represents

· ABCDEF  
9001 square metres

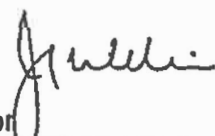
of land being

PORTION 1 OF ERF 18 ASHBURTON

The Msunduzi Municipality  
Province of KwaZulu-Natal  
Registration Division FT

Surveyed in May 2014, by me  
Registration Number: PLS 1149 - D

J T Welter  
Land Surveyor



This diagram is annexed to	The original diagram is	File : /2
No.	S.G. No. : 668/2014 Transfer No. T15748/1982	S.R. : 181/2014
Registrar of Deeds		Comp. : FT - 5D - 9D