
GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM DEPARTEMENT VAN LANDELIKE ONTWIKKELING EN GRONDHVERVORMING

No. R. 291

16 April 2010

SECTIONAL TITLES ACT, 1986: AMENDMENT OF REGULATIONS

I, Gugile Nkwinti, Minister of Rural Development and Land Reform, acting in terms of section 55 of the Sectional Titles Act, 1986 (Act No. 95 of 1986), after consultation with the sectional titles regulation board, hereby amend the Regulations promulgated by Government Notice No. R.664 of 8 April 1988, as set out in the Schedule hereto.



MR G NKWINTI

MINISTER OF RURAL DEVELOPMENT AND LAND REFORM

SCHEDULE

Definitions

1. In this Schedule "the Regulations" means the regulations promulgated by Government Notice No. R.664 of 8 April 1988 (as corrected by Government Notice No. R.991 of 27 May 1988), and amended by Government Notice No. R.1791 of 3 August 1990, Government Notice No. R.2345 of 5 October 1990 (as corrected by Government Notice No. R.2542 of 2 November 1990), Government Notice No. R.2653 of 8 November 1991 (as corrected by Government Notice No. R.2868 of 6 December 1991), Government Notice No. R.1562 of 12 June 1992, Government Notice No. R.60 of 15 January 1993, Government Notice No. R.1659 of 30

September 1994, Government Notice No. R.1422 of 31 October 1997, Government Notice No. R.1357 of 19 November 1999, Government Notice No. R.830 of 25 August 2000, Government Notice No. R.438 of 13 May 2005, Government Notice No. R.1109 of 18 November 2005, and Government Notice No. R.1264 of 28 November 2008.

Amendment of Regulation 13

2. Regulation 13 of the Regulations is hereby amended by the insertion after subregulation (4) of the following subregulation:

“(4A) The documents, notices and correspondence referred to in subregulation (4)(a), (b) and (c), as well as any certificates, plans, schedules, rules and other documents relating to the scheme as a whole and which must be filed in a sectional title file, must be endorsed with a deeds registry date endorsement upon the lodgement thereof.”.

Amendment of Annexure 1

3. Annexure 1 to the Regulations is hereby amended -

(a) by the substitution for form Z of the following form:

“Form Z

Prepared by me

.....
CONVEYANCER

.....
(State surname and initials in block letters.)

**SECTIONAL MORTGAGE BOND HYPOTHECATING *A UNIT/AN EXCLUSIVE
USE AREA/THE RIGHT TO EXTEND A SCHEME/OTHER REGISTERED REAL
RIGHTS**

I, the undersigned, (hereinafter referred to as the mortgagor), do hereby acknowledge myself to be lawfully indebted and bound to (hereinafter referred to as the mortgagee) in the amount of (in words and figures) and (in words and figures) being the additional amount referred to in the conditions annexed, arising from and being and as security for the above,

I hereby bind as a † mortgage, subject to the conditions set out in the annexure to this bond*:

(1) *A unit consisting of -

(a) Section No. as shown and more fully described on Sectional Plan No. SS, in the scheme known as in respect of the land and building or buildings situate at ‡ of which the floor area, according to the said sectional plan, is 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 ** and subject to such conditions as set out in the aforesaid **

(2) *An exclusive use area described as No., measuring being as such part of the common property, comprising the land and the scheme known as in respect of the land and building or buildings situate at ‡ as shown and more fully described on Sectional Plan No. SS held under ** and subject to such conditions as set out in the aforesaid **

(3) *The right to erect and complete from time to time within a period of for *my/our/its personal account § on the specified portion of the common property as indicated on the plan [as referred to in section 25(2)(a) of the Act] and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over portions of such common property upon the owner or owners of one or more sections in respect of the land described asand in the scheme known as in respect of the land and building or buildings situate at ± and shown on Section Plan No. SS and held under **..... and subject to such conditions as set out in the aforesaid **

Signed at on

.....
Mortgagor or his duly
authorised agent

Before me

.....
Conveyancer

Registered at

On

.....

Registrar of Deeds

Seal of Office

The Annexure to the bond shall be signed by the mortgagor and the conveyancer at the end thereof and when it consists of more than one page, each additional page shall be initialled by the said parties. The form must be adapted if other real rights are mortgaged. (Follow the description of the real right as it appears in the title of the right.)

* Omit which is not applicable.

† Insert ranking of bond.

‡ State name of township/suburb and local authority/description of farm.

§ State which right i.e. section 25(1)(a), (b) or (c).

**State type of sectional title deed(s), notarial deed(s) and the number(s) thereof.”;

(b) by the addition of the following form:

“FORM AJ

Prepared by me

.....

CONVEYANCER

.....

(State surname and initials in block letters.)

COLLATERAL SECTIONAL MORTGAGE BOND

I, the undersigned, (hereinafter referred to as the mortgagor), do hereby acknowledge myself to be lawfully indebted and bound to (hereinafter referred to as the mortgagee) in the sum of arising from and being as security for which indebtedness sectional

mortgage bond no. (hereinafter called the principal bond) was registered in the Deeds Registry at on the over the property thereby specially hypothecated;

And whereas the said mortgagee requires the indebtedness of the mortgagor under the principal bond to be further secured by the hypothecation of the undermentioned property as collateral security therefore;

Now, therefore, I, renouncing all benefits arising from the legal exceptions with the full force and effect of which I declare myself to be fully acquainted, do by these presents declare and acknowledge myself to be held and firmly bound unto and on behalf of the said his order or assigns in the aforesaid sum of together with the sum of as a preferent charge for costs and other matters as more fully set out in the principal bond, and as collateral security for the due and proper repayment of the aforesaid sums with interest on the said capital sum and for the due and proper fulfilment of all the terms and conditions mentioned or referred to in the principal bond as well as all my obligations thereunder, I declare to bind specially as a mortgage (here describe the *section and its undivided share in the common property in the scheme / exclusive use area / real right);

And I further declare that this collateral sectional mortgage bond and the Annexure hereto, shall be subject to all the terms and conditions set out in the principal bond and the Annexure thereto as fully and effectually as if the same had been inserted herein and to the special condition that upon payment and discharge of all obligations under the principal bond, this bond shall be null and void but shall otherwise be and remain in full force, virtue and effect.

Signed at on

.....
Mortgagor or duly
authorised agent

Before me

.....
Conveyancer

Registered at

On

.....

Registrar of Deeds

Seal of Office

ANNEXURE

I, the undersigned, (hereinafter referred to as the mortgagor),
further declared that the Collateral Sectional Mortgage Bond to which this Annexure
is attached shall be subject to the following terms and conditions:-

**

.....
.....

.....
Mortgagor or duly authorised agent

.....
Conveyancer

* Delete whichever is not applicable

** Insert applicable terms and conditions"; and

(c) by the addition of the following form:

"FORM AK

Prepared by me

.....

CONVEYANCER

(State surname and initials in block letters.)

SURETY BOND

Whereas (hereinafter referred to as the principal debtor), is truly and lawfully indebted in the sum of (.....) together with the sum of (.....) as a preferent charge for costs and other matters to and on behalf of (describe the mortgagee), arising from and being as security for which indebtedness the said principal debtor has registered Mortgage Bond No., dated in the Deeds Registry at over the property / real right thereby especially hypothecated; and

And whereas I, the undersigned (here describe the surety) has agreed to bind myself as surety and co-principal debtor for the due payment of the aforesaid sum and interest thereon and for the compliance with all the terms and conditions of the aforesaid principal bond as well as the terms and conditions referred to in the Annexure hereto, mortgaging as security for the fulfilment of the said obligations the hereinafter-mentioned property / real right;

Now therefore, I, the said declare myself to be truly and lawfully indebted and held and firmly bound to and on behalf of in the sum of arising from the considerations aforementioned under renunciation of the legal exceptions with the force and effect whereof I declare myself to be fully acquainted together with the sum of (.....) as a preferent charge for costs and other matters as more fully set out in the said principal bond;

And I bound to pay or cause to be paid to the mortgagee or other holder of this bond, his/her heirs, executors, administrators or assigns, the said principal sum of with such interest as may from time to time become due and payable thereon in terms of the principal bond, and for the proper performance of the terms thereof the appearer q.q. declared to bind specially as a mortgage (describe the *section and its undivided share in the common property / exclusive use area / real right);

And I declare it to be a special condition of this bond that should the principal debtor fulfil all his/her obligations under the said principal bond by payment of all the sums due thereon by way of capital and interest and comply further with all the terms and conditions of the aforesaid bond this bond shall become null and void.

Signed at on

.....
Surety or duly
authorised agent

Before me

.....
Conveyancer

Registered at

On

.....

Registrar of Deeds

Seal of Office

ANNEXURE

I, the undersigned (the surety) declare that the surety bond to which this Annexure is attached is subject to the following terms and conditions:-

**

.....

.....

Surety or duly authorised agent

.....

Conveyancer

* Delete whichever is not applicable

** Insert applicable terms and conditions.”.

Amendment of Annexure 8

4. Annexure 8 to the Regulations is hereby amended by the substitution in rule 39 for subrule (2) of the following subrule:

“(2) Delivery for purposes of subrule (1) shall be deemed to have been effected if the documents referred to are sent to the owner referred to in rule 3(2), and to any mortgagee as aforesaid at the address of such mortgagee as reflected in the records of the body corporate.”.

5. These regulations are known as the Sectional Titles Amendment Regulations, 2010 and come into effect on the date of publication thereof in the *Gazette*.