



BOSHOFF NJOKWENI

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CONVEYANCING

TABLES OF COSTS



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Buying or Selling a House

Conveyancing is the formal process of conveying ownership from the Seller to the Purchaser.

The registration of a property transaction is handled by a conveyancer (Transferring Attorney). It is customary for the seller to appoint his/her conveyancer to attend to the registration of transfer, whilst the costs thereof are for the account of the purchaser, unless contractually agreed to otherwise.

At Boshoff Njokweni Inc we pride ourselves on speed, quality and efficiency in providing property conveyancing services. We understand that buying or selling a residential or commercial property is a big decision and a significant matter for most people.

We specialise in:

- Preparation of contracts for sale and purchase of property
- Reviewing of contracts drawn up by estate agents
- Property negotiations
- Commercial & Retail Lease Agreements
- Property developments
- Property subdivisions

Our conveyancing services are offered at **competitive rates** and we deliver them through a **highly qualified** and **experienced team** that includes conveyancers and industry experts.



TRANSFER COSTS

Purch Price	Fee	Posts	VAT	Deeds Office	Transfer Duty	Total
100000,01	4375	450	675.5	70	0	5571
200000,01	5600	450	847	400	0	7297
300000,01	6880	450	1026	500	0	8856
400000,01	8050	450	1190	500	0	10190
500000,01	9910	450	1450	500	0	12310
550000,00	9910	450	1450	500	0	12310
600000,01	11070	450	1613	500	0	13633
650000,00	11070	450	1613	700	1500	15333
700000,01	12230	450	1775	700	3000	18155
750000,00	12230	450	1775	700	4500	19655
800000,01	13390	450	1938	700	6000	22478
850000,00	13390	450	1938	800	7500	24078
900000,01	14550	450	2100	800	9000	26900
950000,00	14550	450	2100	800	10500	28400
1000000,01	15130	450	2181	800	12000	30561
1100000,01	15710	450	2262	900	17000	36322
1200000,01	16290	450	2344	900	22000	41984
1300000,01	16870	450	2425	900	27000	47645
1400000,01	17450	450	2506	900	32000	53306
1500000,01	18030	450	2587	900	37000	58967
1600000,01	18610	450	2668	900	45000	67628
1700000,01	19190	450	2750	900	53000	76290
1800000,01	19770	450	2831	900	61000	84951
1900000,01	20350	450	2912	900	69000	93612
2000000,01	20930	450	2993	900	77000	102273
2250000,00	22090	450	3156	1100	97000	123796
2500000,01	23830	450	3399	1100	117000	145779
2750000,00	24990	450	3562	1100	137000	167102
3000000,01	27310	450	3886	1100	157000	189746
3300000,01	28470	450	4049	1100	177000	211069
3500000,01	29630	450	4211	1100	197000	232391
3800000,01	31370	450	4455	950	217000	254225
4000000,01	32530	450	4617	1100	237000	275697
4300000,01	34270	450	4861	1100	257000	297681
4500000,01	35430	450	5023	1500	277000	319403
5000000,01	38040	450	5389	1500	317000	362379
5500000,01	39490	450	5592	1500	357000	404032

BOND COSTS

Bond Amt	Fee	Posts	VAT	Deed Office	Total
100000,01	3500	450	553	310	4813
200000,01	4435	450	683.9	350	5919
300000,01	5510	450	834.4	500	7294
400000,01	6720	450	1004	500	8674
500000,01	8440	450	1245	500	10635
550000,00	8440	450	1245	500	10635
600000,01	9620	450	1410	500	11980
650000,00	9620	450	1410	700	12180
700000,01	10800	450	1575	700	13525
750000,00	10800	450	1575	700	13525
800000,01	11980	450	1740	700	14870
850000,00	11980	450	1740	800	14970
900000,01	13160	450	1905	800	16315
950000,00	13160	450	1905	800	16315
1000000,01	13750	450	1988	800	16988
1100000,01	14340	450	1435	900	17125
1200000,01	14930	450	1491	900	17771
1300000,01	15520	450	1547	900	18417
1400000,01	16110	450	1603	900	19063
1500000,01	16700	450	1659	900	19709
1600000,01	17290	450	1715	900	20355
1700000,01	17880	450	1771	900	21001
1800000,01	18470	450	1827	900	21647
1900000,01	19060	450	1883	900	22293
2000000,01	19650	450	1939	900	22939
2500000,01	22600	450	2219	1250	26519
3000000,00	24960	450	2499	1250	29159
3500000,01	28500	450	2779	1250	32979
4000000,01	31450	450	3059	1500	36459
4500000,01	34400	450	3339	1500	39689
5000000,01	37055	450	3619	1500	42624
5500000,01	38530	450	3759	1500	44239
6000000,01	40005	450	3899	1800	46154
6500000,01	41480	450	4039	1800	47769
7000000,01	42955	450	4179	1800	49384
8000000,01	45905	450	4459	1800	52614
9000000,01	48855	450	4739	2100	56144
10 000 000	51510	450	5019	2100	59079
15 000 000	66260	450	5299	2000	74009
20 000 000	81010	450	5579	2500	89539

TRANSFER COSTS						
Purch Price	Fee	Posts	VAT	Deeds Office	Transfer Duty	Total
6000000,01	40940	450	5795	1800	397000	445985
6500000,01	42390	450	5998	1800	437000	487638
7000000,01	43840	450	6201	1800	477000	529291
8000000,01	46740	450	6607	2100	557000	612897
9000000,01	49640	450	7013	2100	637000	696203
10 000 000	52250	450	7378	2100	717000	779178
11 000 000	55150	450	7784	2500	797000	862884
12 000 000	58050	450	8190	2500	877000	946190
13 000 000	60950	450	8596	2500	957000	1029496
14 000 000	63850	450	9002	2500	1037000	1112802
15 000 000	66750	450	9408	2500	1117000	1196108
16 000 000	69650	450	9814	3000	1197000	1279914
17 000 000	72550	450	10220	3000	1277000	1363220
18 000 000	75450	450	10626	3000	1357000	1446526
19 000 000	78350	450	11032	3000	1437000	1529832
20 000 000	81250	450	11438	3000	1517000	1613138
25 000 000	95750	450	13468	4000	1917000	2030668
30 000 000	110250	450	15498	4000	2317000	2447198

PROVISION MUST BE MADE FOR THE FOLLOWING AMOUNTS:-

- * BONDS: Bank's admin and initiation fees; Sectional Title Insurance Certificate
- * TRANSFERS: Levies for up to 12 months (normally 3 months); Transfer of Exclusive Use Areas such as parking bays in an amount of approx. R1200.00 per Exclusive Use Area
- * A charge which varies from attorney to attorney for electronic instructions fee, FICA fee, deeds office searches etc in an amount of between R1 000.00 to R2 000.00.

Penalty Interest

The Bank requires **90 days'** notice of the client's intention to repay or cancel the mortgage loan. If the bond is cancelled before the full 90 days notice is up, the client will be liable for the early termination fee over the remaining notice period, which will be calculated from the date of cancellation to the expiry date of the notice period. Notice is required by customers in order to cancel their bond. The customer can submit a notification of cancellation letter to the bank whereby the notice date will be captured on the system. Thereafter the cancellation attorney can request cancellation figures which will calculate the amount of notice interest charged based on the notification given (if any).

PROPERTY TRANSFER INFO GUIDE

Offer to Purchase

An Offer to Purchase is a contract that is signed by a Purchaser with an offer to purchase a property, and includes the purchase price and other relevant terms. It is then given to the Seller to accept or reject the offer. Once the Seller has signed and accepted the offer, a valid sale of the property exists.

According to South African law, an agreement for the sale of immovable property (eg. A house / land / apartment) must be recorded in writing and signed by the parties. A verbal agreement to buy or sell immovable property is invalid.

An Offer to Purchase is not valid indefinitely and will automatically lapse if:

1. There is an expiry date and time for the Seller to make up their mind, and the Seller has not accepted it by this time or if there is no response to the offer.
2. The Seller rejects the offer outright or makes a counter-offer.
3. Either the Purchaser or the Seller dies before the offer has been accepted.
4. The suspensive conditions are not fulfilled in time, for example, if a bond is not granted or if the Purchaser does not manage to sell their current property.

It is important that both parties understand the contents of the Offer to Purchase, to avoid unnecessary disputes.

Information contained in the Agreement of Sale

Seller / Purchaser

Individual Person/s

The Agreement must be signed by the Seller (whoever is the registered owner of the property) and the Purchaser (the person who will become the registered owner of the property.).

If two people own a property together, they must both sign the Agreement of Sale. If two people wish to purchase a property together (and each own a half share in the property) they must both sign the agreement of sale.

If you are married with an Antenuptial Contract (Out of Community of Property), only the spouse that is the registered owner of the property must sign the Agreement of Sale as the Seller and only the person signing the agreement as the Purchaser will be registered as the owner.

If you are married without an Antenuptial Contract (In Community of Property), both spouses will need to sign the Agreement of Sale because they are considered in law to be co-owners of the property.

Company / CC

The person signing on behalf of the Company or Close Corporation must be authorised by a Resolution.

A Company or Close Corporation may be formed after signature of the agreement if the person signing states that they are signing on behalf of a Company still to be formed.

Trust

The person signing on behalf of the Trust must be authorised by a Resolution.

If the property is to be held in a Trust, the person signing the Agreement of Sale must be authorised by a resolution to sign on behalf of the Trust.

The Trust must be formed and the Letters of Authority must be issued before signature of the Agreement of Sale.

Purchase price

The purchase price and method of payment will be set out in the Agreement of Sale. Part of the purchase price is usually paid upfront as a deposit. This should be held in an interest bearing Trust Account so that interest earned is paid to the Purchaser. The balance of the purchase price is normally payable only when transfer is registered. It is usually secured by cash or bank guarantees (provided by the bank where you have a cash deposit or a bond is to be registered).

Suspensive Conditions

The Agreement of Sale may be subject to suspensive conditions that need to be fulfilled before the transaction can proceed, eg:

Mortgage Bond

If the Purchaser needs a bond to pay for the property, it must be clear that the sale will not proceed if they fail to obtain bond approval by a stipulated deadline.

Sale of Property

If the Purchaser needs to sell their existing property to finance the purchase, it must be clear that the sale will not proceed if they fail to do so (or find some other source of finance) by a stipulated deadline.

Other Conditions

The Agreement of Sale may also contain any other suspensive conditions that the parties require.

Fixtures

Anything that forms a permanent part of the property is considered to be a fixture and is therefore included in the sale. Any items which are being sold with the property should be itemised in the agreement (eg. Light fittings, fitted carpets, burglar alarms, TV aerials, etc).

Benefit and Risk

The benefits and risks of ownership will pass to the Purchaser on the date that the property is transferred (registered) into the name of the Purchaser. This means that any benefits (like rent) and any risks (like rates, levies and insurance) will pass from the Seller to the Purchaser on the date of transfer.

Compliance Certificates

Beetle Certificate

Beetles infest the timber of your home, especially roof trusses or wooden floors and skirtings if you have them. The Beetle infestation certificate guarantees the absence of beetles from any timber on the property. However, one of the major drawbacks of these certificates is that certain certificates only cover certain species of beetles, therefore, ensure that the exterminator will cover all species of beetles.

Electrical Certificate

An Electrical Certificate has to be completed by a qualified electrician and has to be obtained by the Seller and made available to the Purchaser. Take note that the certificate is only valid should there be no additions or changes to the electrical system of the property.

Electric Fence Certificate

In terms of the Electrical Machinery Regulations of 2011, issued under the Occupational Health and Safety Act 85 of 1993, an additional compliance certificate is now required where there is a change of ownership of immovable property. The compliance certificate relates to electrical fence systems. An electrical fence system, as defined in the regulations, is an electrical barrier consisting of one or more bare conductors erected against the trespass of persons or animals coupled with electrical machinery arranged so as to deliver a periodic non-lethal amount of electric energy to an electric fence connected to it. This Certificate can only be issued by a party that is registered as an electric fence system installer.

Gas Certificate

Gas has become a more popular commodity due to the rising cost of electricity. Gas is a dangerous component so the Gas Certificate was introduced for safety reasons. This Certificate ensures that all gas fittings are safe and in proper working order.

Plumbing/Water Certificates

With rising water costs and the water shortage that our country is experiencing, as well as the fact that your home is vulnerable to major damages due to leaks and potential pipe bursts, makes this certificate one of the most valuable. The Plumbing/Water Certificate must be done by a certified plumber and guarantees that all plumbing on the property complies with the correct standards.

Voetstoots

The voetstoots clause means that the Purchaser takes the property "as is", with any defects it might have. These may be "patent defects", which are obvious ones like broken windows, and "latent defects", which are not so obvious, as damp problems. However, the voetstoots clause will not cover the Seller where they are aware of a defect that is not disclosed to the Purchaser or it is covered up (like a damp problem that has simply been painted over).

Occupation Date / Rental

The parties may decide that the Purchaser may move into the property before the date of transfer. This is called the occupation date.

If the Purchaser takes occupation before the transfer date, the parties may agree that the Purchaser will pay occupational rent to the Seller for this period. This is calculated from the date of occupation until the date of transfer, and it may include the payment of rates, water, electricity, etc.

Agent's Commission

The estate agent will receive agent's commission as payment if the purchaser was introduced to the property by the estate agent. The agent's commission is usually a percentage of the purchase price and is paid by the Seller from the purchase price on the date of transfer (registration).

Breach

The breach clause will determine the process to resolve any issues if either party fails to comply with the terms of the Agreement of Sale.

Expiry

The Agreement of Sale should have an expiry date and time for the Seller to make up their mind and either accept or reject the purchaser's offer. If no response is received by the date and time given, the offer automatically lapses.

The Consumer Protection Act (CPA)

The Consumer Protection Act 68 of 2008 was signed into law on 29 April 2009. The Act regulates the relationship between suppliers and customers. A "supplier" is defined as any person who supplies goods or services in the ordinary course of business. "Business" means the continuous marketing of goods (including property) or services to consumers. Suppliers in the property industry would thus include:

- * Property developers
- * Investors letting property on a continuous basis
- * Investors who buy, renovate and sell houses as a business
- * Estate Agents
- * Conveyancers

The Act does not apply to sale / lease agreements between persons who do not sell or let "in the ordinary course of their business", such as individuals who occasionally sell or let properties.

Conveyancing Attorneys

Several different Conveyancing Attorneys are usually involved in a typical property transaction, and they must liaise with each other to arrange simultaneous lodgement and registration of all the deeds at the Deeds Office.

The Transferring Attorney

The transferring attorney handles the transfer of the property from the Seller to the Purchaser. Traditionally, the transferring attorney is appointed by the Seller, even though the Purchaser is responsible for payment of the conveyancing fees. However, there may be reasons for the Purchaser to appoint a Conveyancer of their choice as the transferring Attorney. For example, they may be able to appoint a Conveyancer that will offer a reduced rate.

The Bond Cancellation Attorney

The bond cancellation attorney handles the cancellation of the seller's existing bond, and the Seller is responsible for payment of these fees. This attorney is appointed by the Bank or financial institution of the Seller's existing bond and is typically not the same conveyancing attorney as the transferring attorney

The Bond Registration Attorney

The bond registration attorney handles the registration of the purchaser's new bond, and the purchaser is responsible for payment of these fees. This attorney is appointed by the bank or financial institution to register the purchaser's new bond, and is also typically not the same conveyancing attorney as the transferring attorney.

The Transfer Process

1. The Agreement of Sale is concluded between the Purchaser and the Seller, who have been brought together by an Estate Agent (if applicable).
2. The Transferring Attorney is furnished with a copy of the Agreement of Sale to enable him to draw up his documents.
3. The Purchaser makes payment of his deposit (if applicable) to the Transferring Attorney's Trust Account.
4. After the Purchaser has completed the mortgage bond application form (if applicable), same is submitted by the mortgage originator or client to the bank(s) for approval of a Mortgage Bond.
5. Once a Mortgage Bond has been granted, the documents required to enable transfer to be passed (Power of Attorney conferred upon the Conveyancing Attorney; Transfer duty Declaration) are drawn up by the Transferring Attorney and signed by the Purchaser and Seller.
6. The bond registration documents are prepared by the Bond Registration Attorneys and signed by the Purchaser.
7. The Transferring Attorneys apply to the Seller's existing bond holder for cancellation of the bond. The Bank instructs their Bond Cancellation Attorneys to attend to same.
8. The Transferring Attorney obtains a Rates Clearance Certificate (a document stating that all rates and taxes due to the Municipality have been paid) from the local Municipality, or a Levy Clearance Certificate from the Body Corporate if the property is a Sectional Title unit.
9. Transfer Duty (if applicable) is paid to the Receiver of Revenue and a Transfer Duty receipt/exemption is issued.
10. Transferring Attorneys instruct the Entomologist and an Electrician to inspect the property and issue the relevant Beetle and Electrical Clearance Certificates required for transfer.
11. Once in possession of the Rates Clearance Certificate and Transfer Duty Receipt/Exemption and once bond registration attorneys and bond cancellation attorneys are in a position to proceed, the transaction is lodged at the Deeds Office.
12. All Bond and Transfer documents are inspected by the Deeds Registry and, if correctly prepared, come up for Registration in approximately 10 working days. If the transferring attorneys, bond registration attorneys or bond cancellation attorneys are not in a position to proceed with transfer at that stage, the Transferring Attorneys will delay registration which may be postponed for no more than five days before the Deeds are rejected and will need to be re-lodged.
13. The Transferring Attorney attends to all finances and payments to be made on the transaction on date of registration.
14. After registration, the Title Deed is forwarded to the Purchaser (if property unbonded) or to the Bond holder (bank).

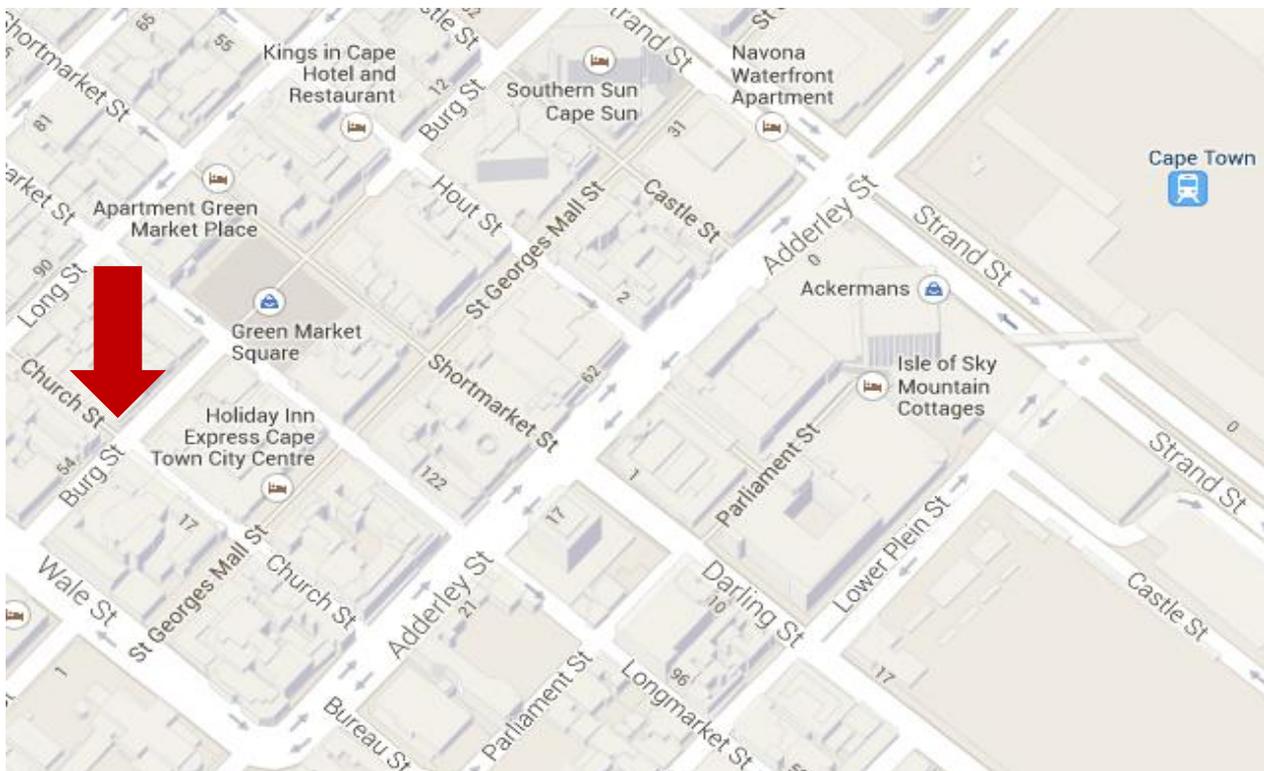
Property Condition Report / Checklist

1. Is the Seller selling the property in the ordinary course of business?
2. Is there a bond registered over the property? What amount is outstanding?
3. Has the Seller given notice to the bondholder to cancel the bond?
4. Does the Seller have the original Title Deed (if property is unbonded)?
5. Is there a valid Electrical Certificate in place (issued less than 2 years prior to sale of property)
6. Are there any gas installations on the property? If yes, Seller must obtain Gas Certificate of Compliance prior to registration.
7. Is the property situated within the municipal boundaries of the City of Cape Town? If so, the Seller must obtain a Plumbing Certificate of Compliance prior to registration.
8. Latent Defects: is the Seller aware of any leaks, water damage, damp, cracks, etc?
9. Is the Seller aware of any defects in the roof?
10. Is the Seller aware of any defects pertaining to the swimming pool?
11. Is the Seller aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers?
12. Is the Seller aware of any defects in the septic system or other sanitary disposal systems?
13. Is the Seller aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage or bulges?
14. Is the Seller aware of any structural defects in the property?
15. Is the Seller aware of any boundary line disputes, encroachments or encumbrances including a joint driveway?
16. Is the Seller aware that a structure on the property has been designated as a historic building?
17. Has the Seller affected any work on the property in the last two years? If so, please supply details.
18. Is the Seller aware of the property's current zoning status?
19. Is the Seller aware of any restrictive title conditions registered over the property?
20. Are all the structures on the property built according to approved municipal building plans?
21. Is the Seller non-resident for tax purposes, and is the purchase price over 2 million rand?
22. Is there a Tenant currently residing in the property?
23. Is a special levy payable (if sectional title)? Note that this is payable by the Seller if raised before transfer, unless otherwise agreed.
24. If the signatory to the contract is signing under a power of attorney, please obtain a copy.
25. If a Company or Close Corporation is selling or buying, is the signatory authorised to sell or buy the property - please obtain Resolution.
26. If a Company or Close Corporation is selling or Buying is it still on the registrar of Companies and not deregistered?
27. Is the Seller a VAT vendor? If so, is it a vatable sale?
28. If the Seller or Purchaser is a Trust, there must be a Resolution for the Trustees to bind the trust, dated prior to the sale, alternatively, all Trustees are to sign the Agreement of Sale. Obtain the latest Letters of Authority.
29. The Seller to confirm that all rates and taxes are up to date.
30. Is there a Home Owners Association? If so, obtain contact details and provide Constitution and Rules to Purchaser

CONTACT US:



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2015

January

Su	Mo	Tu	We	Th	Fr	Sa
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November

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22	23	24	25	26	27	28
29	30					

December

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