

COMPANY VALUES

CLIENTS

We work closely with all clients in order to meet their requirements.

ADVICE

We ensure that our clients obtain the best possible advice and take into consideration the clients' personal circumstances .

RESULTS

We are results driven and have built our business by ensuring that our clients have access to our partners at all times.

RATES

Reasonable rates are charge and in appropriate circumstances we are willing to enter into contingency arrangements to ensure that we are only paid when we are successful in the particular matter.



The team

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Admitted as an ATTORNEY, of the High Court of South Africa in 1995

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The Transfer Process



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Buying or Selling property is one of the biggest financial commitments most of us will ever undertake. It is thus very important that the Estate Agent and Conveyancer are chosen carefully.

The Conveyancer attends to the registration of transfer, i.e. the administrative and legal procedure necessary to transfer ownership of property from one person to another. The Conveyancer therefore manages and co-ordinates the transfer process and takes responsibility for the following:

ENSURE THAT ALL PARTIES KEEP THEIR PROMISES IN TERMS OF THE SALE AGREEMENT.

The Estate Agent will explain the terms of the Sale Agreement to the parties.

The Sale Agreement may contain "Suspensive Conditions". These are conditions which must be fulfilled before the **Transfer Process** can begin. The most common suspensive conditions are:

- the granting of a bond to the Purchaser. (A *bond* is a loan to the Purchaser by a bank to enable him to pay the purchase price of the property)
- the Sale Agreement is subject to the sale of the Purchaser's property. (This happens where the Purchaser is selling his property and needs the funds/proceeds from the purchase price of that property to pay for the new property.)

The completed and signed Agreement of Sale is handed to a conveyancer, also known as the **Transferring Attorney**.

CANCELLATION OF THE EXISTING BOND

The transferring attorney will request "cancellation figures" from the Seller's bank, i.e. the exact amount required by the bank to cancel the Seller's existing bond when the property is transferred to the Purchaser. Repayment of this amount is secured from the funds available from the purchase price.

COLLECT THE CONVEYANCING FEES, COSTS AND TRANSFER DUTY.

The Purchaser will be called upon to pay the Conveyancer's costs. These costs will include:

- **The Conveyancer's fees:** these fees are charged in accordance with a tariff issued by the Law Society.
- **Transfer Duty:** this is a tax payable to SARS on all transfers of immovable property and is calculated as a percentage of the purchase price. No **transfer** can be registered by the Deeds Office without a **transfer duty** certificate. The Conveyancer pays such transfer duty to the Receiver of Revenue and obtains a Transfer Duty receipt.

The Transfer Process

RATES CLEARANCE CERTIFICATE

At the same time, the Municipality (and the Managing Agent in the case of Sectional Title unit) is asked for a Rates Clearance certificate. This is a certificate valid usually for a period of six months, paid for by the Seller, and serves as proof that the Seller made up-to-date payments for the levies (for sectional title units), rates & taxes and water & electricity. No **transfer** can be registered until the Deeds Office has proof that the rates have been paid.

SECURE THE PURCHASE PRICE

Once the purchaser's home loan is approved the transferring attorney will secure the purchase price by obtaining guarantees from the Purchaser's bank to organize repayment of the seller's mortgage bond on the date of registration of the bond (alternatively by way of cash, also secured by a guarantee).

The lending institution will appoint a **registering attorney** to prepare the bond documents and to register it in the deeds office. The various banks have different conditions which must be met before the bond can be registered. The Bank will not allow the bond to be registered until all their conditions are met and it is thus in the interest of the Purchaser to take all steps necessary to comply with the Bank's requirements.

DRAFT THE NEW DEED OF TRANSFER AND SUPPLEMENTARY TRANSFER DOCUMENTS

To enable the Conveyancer to prepare the **transfer** documents, he will require various documentation from the Purchaser's & Seller's. After receiving these documents & a copy of the Title Deed, the Conveyancer will prepare the **transfer** documents & his pro forma account. The Parties will then be called upon to sign the documents

ENSURE THE PROPERTY IS TRANSFERRED AT THE CORRECT TIME

Once all documentation has been drafted and signed, guarantees received and in place, and the bond cancellation attorneys ready to cancel the existing bond over the property (if applicable), registering the new bond (if applicable) and transferring the property from the seller to the buyer, the documents are all **lodged** at the deeds office.

At the deeds office, the documents are carefully scrutinized and examined. If everything is in order, the documents come up on **prep** within about seven to ten days. This means that they are now available for registration.

By agreement between the transferring attorney, the bond attorney and the cancellation attorney, the documents will be **put forward** for registration.

REGISTRATION

The **transfer**, bond & cancellation documents must be lodged in the Deeds Office simultaneously to ensure registration. If different attorneys are attending to the registration of the Purchaser's bond, the cancellation of the Seller's bond and/or the **transfer** of the property, then all these attorneys must collaborate. It is the responsibility of the transferring attorney's to collaborate the simultaneous lodgment and transfer of the transaction. From date of lodgment, it usually takes approximately 8—10 working days until date of registration.

It is the responsibility of the Conveyancer to keep all parties informed of the progress of the transfer.

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REGISTRATION OF TRANSFER

On registration of transfer the Conveyancer has to ensure that:

- The buyer, seller and agent are contacted and notified of the successful transfer. From the moment that the Registrar signs the title deed, the Buyer is now the owner of the property and his/her title deed is documentary proof of this.
- Pay the purchase price (less deductions) to the seller. In practice payment is usually made the following working day.
- Payment will also be made to the Purchaser in respect of any credit or interest that may have accrued to him from his deposit
- Pay the Estate Agent's commission.
- The parties are furnished with final accounts reflecting the final adjustments between the parties in respect of rates, levies, occupational rent and other matters.
- The bondholder will inform the buyer of the registration of the bond in writing and indicate the date of the first repayment.

SUCCESSFUL TRANSFER PROCESS

Transfer normally takes around three calendar months from the date of the sale to completion. If there are no complications, registration may be effected within two months. In cases where there are complications, such as lost bonds, lost deeds or other complications, transfer can be delayed and take longer than three months.

