

# CONVEYANCING

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# PROCESS

# INFORMATION

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# BOOKLET

SEYMORE DUTOIT  BASSON Inc.

Attorneys • Conveyancers • Notary Public

OUR

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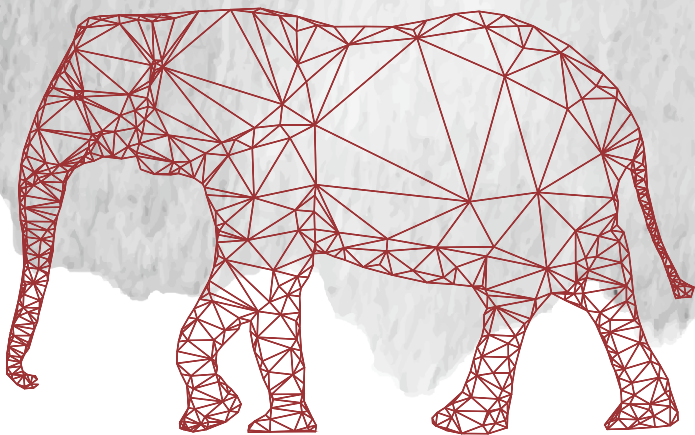
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SEYMORE DU TOIT & BASSON INC

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# A NEW BREED OF LAW FIRM



Seymore du Toit & Basson Inc is a proud member of The Phatshoane Henney Group, the largest association of law firms in South Africa. With more than 500 professionals in the group, the directory of legal services available in the Group enables member firms to draw on a broad range of legal skills and experience.

Group standards ensure that best practices at Seymore Du Toit & Basson Inc are implemented to focus positively on client service, quality control & work efficiency - directly impacting on the service experience and the readiness to serve our clients with assurance.

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# WHAT IS REGARDED AS PROPERTY?

Property includes:

- Land and fixtures
- Real rights in land (such as use rights), but excluding rights under mortgage bonds or leases
- Mineral rights or rights to mine for minerals
- A share or interest in a “residential property company” (i.e., a company or close corporation where the only asset or majority asset is a residential house)
- A contingent right to residential property or share or member's interest in a “residential property company” held by a discretionary trust where the acquisition of the right is:
  - in consequence of an agreement for consideration in relation to property held by that trust;
  - accompanied by a charge in the debt or security structure of the trust or accompanied by a charge in the trust's trustees; or
  - shares in a share block company.

## OWNERSHIP:

### RESIDENTS

In South African law property may be owned individually, jointly in undivided shares or by an entity such as a company, close corporation, trust or similar, registered outside the country.

South Africa is reputed to have one of the best deeds registration systems in the world with an exceptional degree of accuracy and security of tenure. Land registration is used to record ownership in one of the regionally located Deeds Registries where such documents are available for public viewing.

### NON-RESIDENTS

Non-residents may own property in South Africa, but illegal aliens are prohibited from owning immovable property. There are, however, procedures and requirements to be complied with in certain circumstances.

This includes the local registration of entities registered outside of South Africa where they purchase property in South Africa, and the appointment of a South African resident public officer for a local company whose shares are owned by a non-resident. Should a non-resident buy property in the country and intend to reside here for lengthy periods he/she will have to obtain a resident permit in compliance with the provisions of South African law.



# PROPERTY?

When buying a property it is important that both the buyer and the seller understand the terms of the sales agreement. It is the task of the estate agent to provide the necessary clarification before the parties sign the agreement.

Such agreement, usually titled "Offer to Purchase" or "Agreement of Sale", must be legally binding. This requires that it be in writing, contain a prerequisite set of information, and be signed by both buyer and seller. An Offer to Purchase, once accepted, constitutes an Agreement of Sale.

An Agreement of Sale that has been signed by both buyer and seller becomes a binding contract. It is an undertaking from which neither of the parties may withdraw without facing legal consequences.

**There are, however, certain instances where withdrawal is possible:**

- **If certain conditions provided for in the agreement, are not fulfilled.**
- **If, in a case where the purchase price is less than R250 000, the buyer is allowed to cancel the transaction after a "cooling" off- period in terms of criteria allowed for by provisions in the Alienation of Land Act.**

De facto ownership of property can also be obtained by acquiring the shares/members' interest and loan claims in a company/close corporation that owns a property.

Contracts of this nature, although legally binding, can be concluded verbally and need not be in writing. It is recommended, however, that the record of such agreements be kept in writing to avoid the problems that might occur if the material terms of the agreement should come into dispute.

# TRANSFER

# PROCEDURE

The registration of a property transaction is handled by a qualified legal practitioner (attorney) called a conveyancer.

The seller customarily appoints the conveyancer responsible for the registration of a property, while the costs incurred are paid by the purchaser - unless the contract stipulates otherwise.

The transfer itself is best described as a process with 10 steps:

1. The attorney receives instruction from the client (Agreement of Sale/Offer to Purchase).
2. The attorney requests and receives FICA documents from both the seller and purchaser.
3. The attorneys requests:
  - 3.1 The seller's bond cancellation figures;
  - 3.2 The municipal clearance figures; and
  - 3.3 The SPLUMA certificate from the Municipality.
4. The attorney drafts the transfer documents.
5. Both the seller and purchaser sign the transfer documents.
6. The attorney receives transfer costs from the purchaser.
7. The attorney pays SARS transfer duty/VAT.
8. The attorney pays the Home Owners Association (HOA) or Body Corporate and local municipality.
9. The attorney receives a deposit and/or guarantees from the purchaser.
10. The attorney receives:
  - 10.1 The SARS transfer duty receipt and clearance; and
  - 10.2 Certificates from HOA/Body Corporate and the local municipality.
  - 10.3 The SPLUMA certificate

<div data-bbox="220 152 382 310"></div> <p>1. Offer are accepted whereafter deposit is paid &amp; bond application submitted. When the bond is granted the Conveyancing process begins.</p>	<p>2. Transferring attorney's requests are: <b>SPLUMA Certificate Rates/Levy clearance, Electrical compliance certification, Cancellation figures &amp; Title deeds</b></p>
<p>3. Transfer &amp; Bond documents drawn and parties are requested to sign. Purchaser pays accounts in respect of cost.</p> <div data-bbox="118 753 288 919"></div> <p>4. When payment of all costs are received then the Rates, Levies and Transfer duty are paid. Whereafter Rates/Levy clearance &amp; Transfer duties are then received.</p>	<div data-bbox="398 504 566 666"></div> <div data-bbox="606 504 773 666"></div> <div data-bbox="813 504 981 666"></div> <p>5. Guarantees securing purchase price is received as well as the electrical compliance certificate.</p> <p>All documents to be lodged at the Deeds Office. Transfer &amp; Bond documents registered.</p> <p>Parties are advised and the instructed bank pays out on guarantees.</p> <p><b>6. Conveyancer authorises Process of Payment</b></p>

The conveyancer prepares the transfer documentation which, after it is signed by the purchaser and the seller - and after receipt of various clearance documentation required by government departments - will be lodged together with the cancellation of any existing mortgage bonds and new mortgage bonds in the appropriate Deeds Registry. The deeds are subject to a stringent examination process whereafter they are made available for registration.

On the date of registration of transfer all existing mortgage bonds registered over the property are cancelled. At the same time, the registration of any new mortgage bonds by the purchaser is registered in favour of the bank offering finance assistance to the purchaser. The purchaser is recorded as the new owner of the property and the purchase price is paid to the seller. This procedure does not apply when the shares/member's interest and loans are acquired in a property-owning company/close corporation, because no change in ownership is recorded in the Deeds Registry.

Any liabilities relating to the property incurred by the previous owner, remain that of the previous owner. It is not passed on to the new owner, unless otherwise agreed. In case of the sale of shares/members' interest in a company or close corporation, the entity will remain liable for settling the liabilities it had incurred. Contracts of this nature, although legally binding, can be concluded verbally and need not be in writing. It is recommended, however, that the record of such agreements be kept in writing to avoid the problems that might occur if the material terms of the agreement should come into dispute.

# COSTS:

## SELLER

If an estate agent is used, so-called brokerage has to be paid. This is usually paid by the seller who appointed the estate agent.

In addition to brokerage, the following expenses are paid by the seller:

- An Electrical Compliance Certificate (COC) for any electrical installations on the property.
- An Electrical Fence Compliance Certificate if any electrical fences are installed on the property.
- A Gas Compliance Certificate if any gas operated appliances are on the property.
- The settlement amount to cancel the seller's current bond account (if applicable). The amount will be confirmed by the bank when the transferring attorneys request cancellation figures, once the bank has appointed their attorneys to cancel the bond.
- Bond Cancellation Fees (if applicable). These are the fees charged by the bank-appointed attorneys.
- Any outstanding rates and taxes or levies owed to the municipality and/or Home Owners' Association/Body Corporate, if applicable.
- Spluma fee.

## DID YOU KNOW?

You need to give 90 days notice on your bond cancellation. If not, your bank may hold you liable for penalty interest as prescribed by both the National Credit Act and Usury Act.

If your bond is cancelled before the 90 days notice is up, you will be liable for the early termination fee over the remaining notice period.

If your bond is not cancelled within 90 days, the bank will not debit an early termination fee except where it takes longer than 12 months to conclude. Then a new request to cancel will be required.

# COSTS:

# PURCHASER

## Transfer costs

The purchaser is responsible for the payment of transfer costs and the costs of registering any new mortgage bonds for the property.

These are often referred to as the “conveyancing fees”.

The conveyancing fee is determined by the purchase price of the property and in accordance with a tariff guideline issued by the Law Society.

The conveyancing fee is determined by the purchase price of the property and in accordance with a tariff guideline issued by the Law Society.

As mentioned before, either transfer duty or VAT is payable on a transfer of property. VAT takes preference over transfer duty. If the seller is registered for VAT as a vendor and the property forms part of his/her business venture, then VAT is payable.

If the seller is not registered for VAT or the property does not form part of his/her taxable supplies, then transfer duty would be payable instead.

## Transfer duty

This is a tax levied by the Receiver of Revenue when a buyer acquires a property. It generally constitutes the major portion of the costs involved and is payable by the buyer within six months of the date of purchase (acceptance of the offer by the previous owner).

If not paid within this time limit, interest will be charged. Transfer duty is levied on the value of any bought or donated property.

Transfer duty is a once off payment before the transfer of the property.

It is paid to the conveyancing attorney, who will in turn pay SARS.

## VAT

Circumstances where VAT is payable (see above) often occur when buying property in a new development, since the developer will generally be registered for VAT.

But, where a VAT vendor sells his/her private residence, the residential property will not form part of the taxable supplies and the sale will be subject to transfer duty instead.

## Transfer duty rates

At present transfer duty rates are paid on properties with purchase agreements concluded on or after 28 February 2017.

It applies to all persons (including companies, close corporations and trusts). Keep the following in mind:

- Properties with a purchase price up to R900 000 have no transfer duty
- You don't pay transfer duty on the first R900 000, only on the portion that exceeds this amount. The transfer duty is calculated at 3% on the value between R900 001 – R1 250 000
- From R1 250 001 to R1 750 000, transfer duty is calculated at 6%
- From R1 750 001 to R2 250 000, transfer duty is calculated at 8%
- From R2 250 001 to R10 000 000, transfer duty is calculated at 11%
- From R10 000 001 upwards transfer duty is calculated at 13% on the value above R10 000 000

## Conveyancer's Fee for the Transfer

The fees payable to a conveyancer for registering the transfer of ownership are known as the "transfer fees". The amount is determined on a sliding scale according to the purchase price of the property. The sliding scale is based on tariffs recommended by the Law Society.

The fees may include VAT and are payable to the conveyancing attorneys as a once-off before registration of transfer of the property into the name of the seller.

## Deeds Office Registration Fee

The Deeds Office charges a fee to register the transfer and record the new owner of the home. This is a fixed amount and it is determined by a sliding scale based on the purchase price.

## Postage and Small Expenses

The transfer attorneys charge a levy to take care of small expenses such as postage and secure delivery of documents, faxes, telephone calls and the like.

## Occupational Interest (Occupational Rent) 9

In most instances, the contract will indicate that occupational interest is payable if the buyer occupies the property before the transfer of the property into his name has been formally registered.

The interest amount can either be fixed (usually calculated as either the amount of the seller's bond repayment on the property or 1% of the purchase price), or an amount subject to escalation if the registration of transfer has not taken place within a predetermined time frame.

Occupational interest is payable in advance on a monthly basis as per the offer to purchase, alternatively to either the estate agent or the transfer attorneys (who will pay the seller) or otherwise directly to the seller.

## Home Loan Initiation Fee

This fee is charged by the bank for the processing of the home loan application. The buyer may expect to pay a base fee of approximately R5 900. This is paid on registration of the bond. It may be debited from the home loan account (and added to the outstanding balance), depending on the bank's internal rules.

## Administration and Service Fee

This is charged by the bank to administer the home loan account. The buyer can expect to pay between R57 and R114 per month. The fee is payable on a monthly basis and will be debited from the home loan account.

## Homeowner's Insurance

The bank will insist that the buyer take out homeowner's insurance to cover the risk of damage to the property that may result from natural disasters such as fire or storm.

The amount will vary depending on the value of the property. It is payable on a monthly basis and will most likely be debited from the home loan account. The bank will pass the amount on to the insurance company.

## Home Loan Protection Insurance

If the bond applicant does not already have a life assurance policy as security for the loan, he/she may be required to take out a kind of home loan protection insurance which will most likely be a variation of any of the following protections: death only; disability only; retrenchment only; death and disability; death and retrenchment; disability and retrenchment; or death, disability and retrenchment.

# NOTE

Depending on the home loan package, some of the costs mentioned above can be absorbed into the mortgage bond. Speak to your banker or financial adviser for more information and to verify these costs.

**Disclaimer:** The transfer duty and conveyancing tariffs detailed above are quoted from the Minister of Finance's budget speech of February 2017, regarding the transfer duty rates, as well as the prescribed conveyancing tariffs. Other estimated costs are only a guideline, and may vary in real time.

# SPLUMA'D!

By Marietha Farrell

## 1. What is SPLUMA?

SPLUMA is “The Spatial Planning and Land Use Management Act 16 of 2013” and came into operation on 1 July 2015. In 2000 the entire country was demarcated into wall to wall municipalities. The result being that all land in South Africa is included in a municipality and municipalities are required to extend their planning and land use management beyond the traditional township areas.

## 2. What is the purpose of SPLUMA?

SPLUMA sets the principle that all land development applications must be submitted to the municipality as the authority of first instance – without actually prescribing in detail how spatial planning and land use management issues are to be dealt with within municipal areas. SPLUMA seeks to promote consistency and uniformity in procedures and decision making for all land development within its authority.

## 3. What is the effect of SPLUMA on local authorities?

SPLUMA is a national framework act that requires provincial legislation to enable municipalities to enact spatial planning and land use management by-laws. The municipal SPLUMA by-laws prescribe how land use applications and appeals are dealt with. Municipalities in Mpumalanga all basically have similar spatial planning and land use management by-laws. These by-laws have many requirements and procedures regarding spatial planning and land development. One such requirement is that municipalities are required to issue SPLUMA certificates before a property can be registered or transferred in the deeds office.

In order for the municipality to issue a SPLUMA certificate the following needs to be in place:

- All funds due by the owner in respect of the land has been paid
- All contravention penalties must have been paid
- All compliance directives must have been complied with.



- The land and buildings constructed on the land unit need to comply with the requirements of the land use scheme
- All conditions of approval of any land development application must have been complied with.

The importance of these requirements should not be underestimated as non-compliance in any of the listed conditions will result in unnecessary delays in the issuing of a SPLUMA certificate by the Municipality, and thus a delay in the transfer and registration of a property. In certain instances, these delays could result in being a deal-breaker for purchase agreements!

#### 4. Are the municipalities geared for implementing SPLUMA?

No, the implementation of SPLUMA is not without problems and challenges.

As the respective by-laws are being implemented by municipalities various shortcomings have been identified in the legislation that will require the by-laws to be amended in future.

Not all municipalities have access to updated property data, aerial photography and GIS systems that will affect the efficiency of the municipal officials and the issuing of SPLUMA certificates. The bulk of the Mpumalanga SPLUMA municipal by-laws are incomplete as it lacks sections for the granting of real rights (specifically servitudes) in general.

It is yet to be seen how development of state land, tribal areas and farmland is to be authorised by the municipality.

#### 5. How does SPLUMA affect me as property owner?

SPLUMA affects all properties: commercial, industrial, residential, sectional title, share block, tribal, farm, etc. State land is also subject to the SPLUMA legislation.

Most property owners will not be aware of the requirements of SPLUMA and it will have little affect on them as municipalities do not actively police and enforce compliance in terms of municipal requirements. However, the SPLUMA requirements affect all properties as a municipal SPLUMA certificate is required by the Registrar of Deeds prior to a land unit being transferred / registered in the deeds office. Although most

transactions will be as a result of sale agreements, certificates will also be required for the transfer of properties from a deceased estate or sale of property in execution, or any other instance where a property needs to be transferred or registered in the deeds office.

## 6. How do I ensure that my property is SPLUMA compliant?

To be SPLUMA compliant the owner must ensure that the following is in place:

- Approved building plans for all buildings – including swimming pool;
- The use of the property has to be in accordance with the municipal zoning. For example, if your property is residentially zoned, operating a guest house from the property would be a violation of the bylaws;
- Ensure that there are no encroachments over the building lines and property boundaries. If you are uncertain regarding the encroachments of building lines and property boundaries, a professional land surveyor should be consulted.

## 7. What must I do if my property is non-compliant in respect of the following?

It is advisable that property owners seek the advice of knowledgeable property professionals to assist them with the ever changing and complex legislation involving properties and property transfers specifically.

- Building plans:  
Appoint an architect or draftsman to prepare the necessary building plans for lodgement with the Municipality.
- Zoning:  
Apply for the property to be rezoned. Although the procedure is complex property owners can lodge rezoning application themselves, or have a town planner or land surveyor lodge the application on their behalf.
- Encroachment:  
In the event of an encroachment it is advisable that a land surveyor be consulted to confirm and quantify the encroachment. There are various options in dealing with encroachments, including:
  - a) Structures to be demolished or relocated;
  - b) Servitudes to be registered for areas of encroachment;
  - c) Portions of properties to be purchased or swapped;

- d) Building line relaxation can be applied for;
- e) The Mbombela bylaw makes provision for the Purchaser to conclude a written agreement with the municipality regulating the rectification of the contravention whereupon the municipality will issue the SPLUMA certificate in order for the transfer to proceed irrespective of the contravention. However, this is not the case in all municipalities.

## 8. How are SPLUMA certificates applied for?

Each Local Municipality has different requirements due to different by-laws. In order to apply for SPLUMA certificates the respective municipalities have different requirements, for example:

- MBOMBELA
  - Application form
  - Affidavit by registered owner
- THABA CHWEU
  - Application form
  - Affidavit by registered owner
- GOVAN MBEKI
  - Application form
  - Affidavit by registered owner
  - Land use rights certificate
  - Occupation certificate
- EMALAHLENI
  - Application form
  - Issued rates clearance certificate
  - Occupancy certificate
  - Site visit
- STEVE TSHWETE
  - Application form
  - Affidavit by registered owner
  - Occupancy certificate not older than three months
  - Site visit
- EMAKHAZENI
  - Application form
  - Issued rates clearance certificate
  - Site visit

## 9. Must I provide my Conveyancer with a SPLUMA certificate?

No, it is the responsibility of the Conveyancer to attend to the administration involved in obtaining the SPLUMA certificate from the municipality. The Conveyancer will provide you with all the necessary documentation for signature and inform you of the application costs involved.

The municipality may refuse to issue a SPLUMA certificate if there is uncertainty regarding encroachments of building lines and property boundaries. In such cases it would be advisable for an owner or conveyancer to obtain a certificate from a land surveyor prior to requesting a certificate from the municipality.

## 10. How is SPLUMA enforced in the deeds office?

From 1st of June 2017 the Registrar of Deeds Mpumalanga has indicated that no transfer of property will be registered without a certificate issued by the relevant municipality indicating that the SPLUMA requirements have been complied with.

**Should you require more information regarding the above, please do not hesitate to contact our offices.**

# IN SHORT

The Spatial Planning and Land Use Management Act specifies the relationship between the spatial planning and the land use management system and other kinds of planning and ensures that the system of spatial planning and land use management promoted social and economic inclusion.

It provides for development principles and norms, standards and sustainable and efficient use of land.

It also provides for cooperative government and intergovernmental relations amongst the national, provincial and local spheres of government; and redresses the imbalance of the past and to ensure that there is equity in the application of spatial development planning and land use management systems.

SPLUMA applies to the whole of South Africa (urban and rural areas) and governs informal and traditional land use development processes.

# SIGNING OF

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# DOCUMENTS

Documentation prepared by the conveyancer for the registration of transfer and any mortgage bond to be registered must be signed in black ink and authenticated if signed outside South Africa. The latter is often inconvenient and time consuming.

For this reason it is advisable to leave a general power of attorney (GPA) in favour of a trusted person in South Africa.

However, keep in mind that no person is allowed to sign an affidavit on someone else's behalf, even if a GPA has been granted.

If the buyer got married abroad (i.e. according to the laws of a foreign country) and a mortgage bond has been applied for, or on the re-sale of the property, the spouse of the buyer must also sign the mortgage bond documentation or transfer documents.

## CAN TRANSFER AND/OR BOND DOCUMENTS BE SIGNED OVERSEAS

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# IF SO, HOW?

The short answer is, yes. However, there are certain formalities that must be complied with. Documents can either be signed before a Notary Public (in certain countries) or alternatively at the South African Embassy in that country. The process is unfortunately often costly and time consuming.

As mentioned, if a seller or buyer is in South Africa at the time of the transaction but returning overseas shortly thereafter, it is advisable to sign a special or general power of attorney (GPA) in favour of a local and trusted friend or family member who will then be able to act on his or her behalf.

Remember, however, that affidavits cannot be signed by an authorised representative on your behalf.

# PURCHASE

The Offer to Purchase/Agreement of Sale will typically consist of the following:

## Purchase price

A deposit is not mandatory but serves as a gesture of good faith on the part of the buyer and an indication of financial ability. The deposit is invested by the estate agent or conveyancer in an interest-bearing trust account for the buyer. Both attorneys and estate agents are protected by Fidelity Funds which guard against theft or negligence on the side of the agent or attorney.

In the agreement there will be a request for a guarantee for the balance of the purchase price. Usually, a guarantee has to be issued by a local financial institution. This means that, in the case of foreign buyers, the funds will have to be remitted to South Africa so that a local bank can issue such a guarantee.

Alternatively, arrangements must be made between a foreign and local bank for a so-called back-to-back guarantee. It is, however, also possible under certain circumstances to negotiate this by means of a Standby Letter of Credit from an overseas institution.

## Occupation, possession, transfer and occupational interest

“Occupation” is the physical occupation of the property whereas “possession” is the date on which the buyer assumes responsibility for the property. It is customary for the risk of ownership to pass on the date of possession, rather than occupation (if not the same).

“Transfer” refers to the actual date of registration of ownership in the Deeds Registry in favour of the buyer.

“Occupational interest” happens when the date of occupation and the date of transfer differs. It is the rent paid by the party occupying the property belonging to another. It is usually referred to as an amount (in Rand) or as a percentage of the outstanding balance of the purchase price.

# DID YOU KNOW?

Both attorneys and estate agents are protected by Fidelity Funds which guard against theft or negligence on the side of the agent or attorney.

This is a standard inclusion in all deeds of sale. It means that the property is bought “as is”, that is, “in the exact condition in which the property is found.”

The Consumer Protection Act applies to sale agreements where the seller is a developer or similarly in the business of selling land. In such instances, the seller is obligated to provide the buyer with property that is free from defects, as defined in the Act.

Electrical and beetle-free certificates

The owner of the property has to provide a valid electrical compliance certificate. It certifies that the electrical installation at the property meets statutory safety requirements.

Beetle-free certificates only apply to properties in the Western Cape and KwaZulu-Natal and it is not included in the sale of sectional title units. The certificate confirms that the property is free of beetle (defined) infestation. Note however that while it is a standard inclusion in the Agreement of Sale, it is not a legal requirement.

The cost of any repairs that might be necessary for the certificates to be issued, is for the account of the seller, although the parties can contractually agree otherwise.

Gas and electric fence certificates

If there is a gas appliance on the property a Gas Certificate of Compliance is required. It confirms that the installation complies with statutory safety requirements. Such a certificate is also a requirement where there is an electric fence installation on the property.

Fixtures and fittings

A property is sold together with all fixtures and fittings of a permanent nature. Generally, fixtures and fittings include anything which is attached to the property. To avoid any unpleasantness or uncertainty, the buyer is advised to ensure that all items intended to be included in the purchase price are specified in writing in the Agreement of Sale.

The Sale Agreement can contain prerequisites or so-called suspensive conditions. These are conditions which must be fulfilled before the transfer process can begin. The most common suspensive condition is the granting of a bond to the buyer.

A bond is a loan to the buyer by a bank to enable him/her to pay the purchase price of the property, with the purchased property as security. If the buyer fails to make the bond repayments the bank is entitled to sell the property to recover the money it has lent.

Another common suspensive condition is that the agreement is subject to the sale of the buyer's property. This happens where the buyer is selling his/her property and needs the funds from the sale of that property to pay for the new property.

The seller, in this case, must realise that the transfer of the buyer's property will have to precede or happen simultaneously with the transfer of the seller's property.

The conveyancers of the current sale will correspond closely with, and even get an undertaking from the conveyancers of the original property to transfer the proceeds of that sale on registration and thus expedite the process.

Agreements for the acquisition of shares/member's interest and loan accounts in property-owning companies/close corporations contain many of the clauses discussed above.

Such agreements are, however, substantially different from property sale agreements and include numerous warranties and indemnities that the seller gives to the buyer, as the latter is acquiring the property-owning entity together with its financial history.

FICA

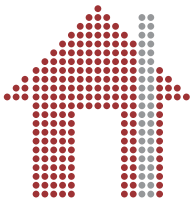
The most comprehensive legislation to counter money laundering is the South African Financial Intelligence Centre Act (FICA).

FICA puts control obligations in place to counter money laundering for banks and commercial institutions, as well as professionals such as estate agents, brokers, attorneys and insurance companies.

Customer identification is a crucial element of any effective money laundering control system and therefore a central feature of FICA.

In this context, the transferring attorney is required to request particular documents from both the seller and the buyer in order to comply with FICA.





WHERE APPLICABLE, THE FOLLOWING ARE SEEN AS

# REQUIRED DOCUMENTS

## INDIVIDUAL

Identity document for each and every party to the transaction	Marriage certificate (if applicable)	Ante-nuptial Contract (if applicable)
Valid proof of residential address	Proof of income tax registration number	Proof of banking details (where applicable)

## TRUST

1. Letters of Authority issued by the Master of the High Court (clear stamp required)
2. Trust Deed as registered at the Master of the High Court
3. Resolution by Trustees to transact (where applicable)
4. FICA of Donar (see applicable section i.e. Individual)
5. FICA of all Trustees (see applicable list)
6. FICA of all named beneficiaries (see applicable list)
7. If any trustee or beneficiary is an entity, full FICA of entity and signatory of entity will be required as well as authorisation of signatory.
8. Proof of income tax registration number
9. Auditor's contact details

## CLOSE CORPORATION

1. Founding Statement (CK1); or Amended Founding Statement (CK2)
2. Resolution by members to transact
3. Valid proof of address for operational address
4. Proof of VAT registration number (if applicable)
5. Proof of Income tax registration number (if applicable)
6. FICA of all members (see applicable section i.e. individual)
7. FICA of signatory on behalf of the CC (see applicable section i.e. individual)
8. If any member is an entity, full FICA of the entity and signatory of entity will be required as well as authorisation of signatory.
9. Auditor's contact details

## COMPANIES

*(Registered before May 2011)*

1. Certificate of Incorporation (CM1)
2. Notice of Registered Office and Postal Address (CM22)
3. Certificate to Commence Business (CM46)
4. Certificate of Name Change (CM9)  
(if applicable)
5. Memorandum of Association (CM2)
6. Articles of Association (CM44)
7. Resolution by directors to transact
8. Valid proof of address for operational address
9. Proof of VAT registration number (if applicable)
10. Proof of Income Tax registration number  
(if applicable)
11. FICA of all directors (see applicable section i.e. individual)
12. FICA of signatory on behalf of the Company  
(see applicable section i.e. individual)
13. If any director is an entity, full FICA of the entity and signatory of entity will be required as well as authorisation of signatory.
14. Letter from auditor confirming shareholding (if any person owns more than 10% shareholding, full FICA will also be required for such shareholder)
15. Auditor's contact details

## COMPANIES

*(Registered after May 2011)*

1. Registration Certificate (CoR 14.3)
2. Notice of Incorporation (CoR14.1)
3. Name Change (CoR15.2) (if applicable)
4. Notice of Conversion (CoR18.3)  
(CC to Company)
5. Memorandum of Incorporation  
(CoR15.1 / CoR15.2)
6. Letter from auditor confirming shareholding  
(if any person owns more than 10% shareholding full FICA will also be required for such shareholder)
7. Auditor's contact details
8. Resolution by directors to transact
9. Valid proof of address for operational address
10. Proof of VAT registration number (if applicable)
11. Proof of Income tax registration number  
(if applicable)
12. FICA of all directors (see applicable section i.e. individual)
13. FICA of signatory on behalf of the Company  
(see applicable section i.e. individual)
14. If any director is an entity, full FICA of the entity and signatory of entity will be required as well as authorisation of signatory.

SEYMORE DU TOIT & BASSON INC

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# A NEW BREED



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# GAINS TAX

South African residents have to pay Capital Gains Tax (CGT) on the disposal of any capital asset, subject to limited exceptions.

It is advisable to consult a registered accountant to assist with the calculation of CGT. Non-residents are only liable to pay CGT on the disposal of the following:

- Immovable property in South Africa, including any right or interest in immovable property. This also includes an interest of at least 20% in a company where 80% or more of the value of the net assets of the company is attributable, directly or indirectly, to immovable property in South Africa; or
- Assets of a permanent establishment of a non-resident through which trade is conducted in South Africa.

CGT has to be paid in the year in which the asset is disposed of. Below is a simple illustration of the rates, effective from 1 March 2017:

## SELLER IS AN INDIVIDUAL

40% of the gain from the sale of the property must be included in the annual income of the taxpayer. This will be taxed at the rate that applies to the taxpayer's annual income. The maximum income tax for individuals is 41%. This makes the highest effective rate of CGT for individuals 16.4% ( $40\% \text{ GCT} \times 41\% \text{ IT} = 16.4\%$ ). A yearly rebate of R30 000 exists for natural persons.

## SELLER IS A COMPANY

80% of the gain from the sale of property by a company must be included in the annual income of that company. A company's income is taxed at 28%. Therefore the effective CGT for a company is 22.4% ( $80\% \text{ GCT} \times 28\% \text{ IT} = 22.4\%$ ).

## SELLER IS A TRUST

80% of the gain from the sale of property by a trust must be included in the annual income of the trust. A trust's income is taxed at 41%. Therefore the highest effective CGT for a trust is 32.8% ( $80\% \text{ GCT} \times 41\% \text{ IT} = 32.8\%$ ).

The capital gain is calculated and disclosed in the individual's income tax return for the year in which it is sold. Thus, if a non-resident disposes of property in any year of assessment and the non-resident is not already registered as a South African taxpayer, he or she will have to register and submit an income tax return to reflect the calculation of the capital gain. The non-resident will be held liable for the payment of CGT on the gain.

# NON-RESIDENT AND PROPERTY OWNERSHIP


## Withholding tax

South African law requires that a percentage of the sale proceeds from non-resident sellers be withheld.

In terms of this requirement, where a non-resident sells a property for more than R2 million, provisional CGT must be paid to SARS as follows:

- 5% by an individual ("natural") non-resident seller
- 7.5% by a foreign company and
- 10% by a foreign trust

## Are there any restrictions on non-residents buying property in South Africa?



There are no restrictions except that illegal aliens are prohibited from owning property in South Africa. Non-residents are subject to the same laws and regulations as South Africans. For the most part, property is registered in the name of the buyer as an individual. However, should the non-resident prefer to buy in the name of an entity (e.g. a company or trust), the entity must be locally registered and meet the requirements (such as provided for in the Companies Act), applicable to registration of the particular type of entity. For example, funds brought into the country through a transaction of this nature will represent a loan to the local entity and will require exchange control approval.

It is, of course, possible for a non-resident to purchase South African property over the internet without being present in the country. However, should the buyer intend to live in the property for any length of time, he or she will be subject to the requirements of the Immigration Act, which would mean either being in possession of a permanent residency permit or obtaining a permit to temporarily remain in the country.

## How can foreign funds be brought into South Africa for property acquisition?

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Foreign funds for the acquisition of property can be paid from abroad into any nominated bank account in South Africa. Usually this account is the trust account of the estate agent or transferring attorneys, and the funds will be invested for the benefit of the NON-RESIDENT.

Since such trust accounts are regulated by the professional bodies that oversee the operations of attorneys and estate agents, the money is secure and guaranteed. In the case of money being deposited into an attorney's trust account, the client will be required to sign an instruction form directing the attorney to invest the money and requesting interest to accrue to the client. In the absence of such an instruction, interest earned will accrue to the Law Society.

When a non-resident transfers funds from a foreign source into a South African bank account, a record known as a "Deal Receipt" is issued by the bank. This is an important document that must be retained for the purpose of possible repatriation of the funds.

## Can money be borrowed in South Africa by non-residents to purchase property?

The South African Reserve Bank considers all foreigners without a domicile in South Africa to be non-residents. This does not include foreigners with South African work permits who are considered to be residents for the duration of their work permit.

Non-residents are restricted to borrowing an amount equal to the amount brought in from a foreign bank. A buyer who brings an amount of money into the country that is sufficient to cover the costs and transfer duty of the transaction and 50% of the purchase price, is entitled to borrow an amount that is more than 50% of the purchase price.

In order to qualify for a South African mortgage bond, the non-resident will need to provide proof of earnings and comply with the provisions of the Financial Intelligence Centre Act (FICA). In terms of these provisions identification of the non-resident is required to prevent money laundering. Such identification involves the production of documents such as a passport and proof of residential address.



## Can a non-resident open a bank account in South Africa?

A non-resident who has to make repayments on a mortgage bond, needs to open a non-resident bank account. This can only be done if the applicant is present in the country.

In addition to an application form detailing name, passport number and address, copies of the relevant pages of the applicant's passport, and proof of source of income such as a salary slip or pension statement, need to be submitted.

All copies have to be certified as copies of the originals. Once the bank account has been opened, foreign funds have to be deposited immediately.

In certain circumstances, for example rental income received from property belonging to the non-resident, local currency may be deposited into the account. The bank, however, has to be provided with a certified copy of the rental agreement. This type of deposit, as well as any other South African deposit into the non-resident account, will require the approval of the Reserve Bank, since non-residents are not entitled to generate income in South Africa other than interest/rental generated from the foreign funded capital asset. If property is sold in South Africa the money can also be deposited into the non-resident account, provided the necessary documentation is submitted to the bank before the deposit is made.

## Is a non-resident liable for payment of any South Africa income tax?

Unlike South Africans who are taxed on their worldwide income, non-residents are liable for income tax only on income derived from a South African source. If, for example, their property is rented, the rental income will be subject to South African income tax. As has already been noted, a non-resident also has to pay capital gains tax when selling a South African property.

It is important to note, finally, that if a non-resident who has not permanently immigrated to South Africa spends more than a certain length of time within the country, he/she will be considered a resident for income tax purposes. The length of time is determined by a "physical presence test", which calculates the days spent in the country over a three year period. No tax is levied on foreign pensions.

## Can the money be taken out of the country after sale of the property?

Understandably, this is an important concern for non-residents considering investing in South Africa. The answer to the question is yes: Money from a foreign source, together with any profit, proportionate to the non-resident's shareholding in the property, may be repatriated in terms of exchange control regulations.

However, if the non-resident owns property together with a South African resident, only his/her portion may be repatriated. This is limited to the amount which can be proven to have emanated from a foreign source, plus the profit on that portion.

A non-resident owner must retain all deal receipts, a copy of the agreement of sale, and the conveyancer's final statement of all costs, for the duration of his/her ownership. These documents have to be presented to the Reserve Bank when the property is sold and the proceeds are to be repatriated abroad. This will facilitate the repatriation of the funds, provided the bankers are satisfied that the profit is reasonable and market related.

If the purchase of the property was partially financed by funds borrowed in South Africa, that portion of the purchase price cannot be repatriated unless the bond has been settled in full. It is important to note that all instalments towards the bond repayment must have come from a foreign source or from rental/interest income generated from a capital asset purchased partly or wholly with foreign funds.

A foreigner who takes up permanent residence in South Africa will be required to sign a Declaration and Undertaking with his/her bank, stating whether he/she is in possession of any foreign funds and undertaking, if this is the case, that such funds will not be placed at the disposal of a third party normally resident in South Africa.

The foreigner will then be considered a resident for exchange control purposes and will only be able to repatriate funds within the five years following immigration. Thereafter he/she will be considered to be a South African citizen and subject to the same regulations and limitations.



# GENERAL

# QUESTIONS



## AFTER REGISTRATION? CLOSING OF RATES & TAXES, WATER AND ELECTRICITY ACCOUNTS

It is very important to take the following documents: *ID; letter from attorneys confirming that the transaction is registered; copy of the Deed of Sale.*

- After registration, it is the responsibility of both the seller and buyer to visit their local municipality to respectively close and open accounts in their names.
- Should occupation be given and taken before date of registration, the same process is to be followed.

## LEVY CLEARANCES (applicable to Home Owners Associations and Body Corporates)

- This is the same process as for the Rates Clearance Certificate - the figures are only issued by the Home Owners Association or the Body Corporate in case of a sectional scheme and levies are calculated three months in advance.
- Should there be a surplus in the account after registration, the client will be refunded directly by the Home Owners Association or Body Corporate.
- The cost of issuing the clearance certificate is for the account of the buyer.

## LATENT AND PATENT DEFECTS

- The seller is advised to compile a list of all defects. Problems such as a leaking roof, faulty plumbing, etc. should be pointed out by the seller to the estate agent and/or potential buyer before registration.
- The law recognizes two types of defects. "Patent defects" are obvious ones such as broken windows. "Latent defects", such as dry rot, are not so obvious.
- The "voetstoots" clause is often included in an Agreement of Sale to protect the seller against defects of which the seller has no knowledge. However, if the seller knows of a defect and does not disclose it to the purchaser, the "voetstoots" clause will not protect the seller against liability.

**Please note:**  
We have compiled this information in good faith, but we accept no liability for any errors, or for any use that is made of this information, or for any problems or damage that may arise as a result of using or acting upon this information.

TRANSFER AND

BOND COSTS

PURCHASE PRICE AND BOND AMOUNT	TRANSFER COSTS					NORMAL TRANSFER COSTS	BOND COSTS				NORMAL BOND COSTS	TOTAL COST
	TRANSFER DUTY	FEES	DEEDS OFFICE	FICA, SEARCH & POSTAGE	VAT		DEEDS OFFICE	SEARCH, POSTAGE & EXPENSES	FEES	VAT		
150 000.00	-	5 300.00	75.00	1 050.00	889.00	7 314.00	360.00	1 200.00	5 300.00	910.00	7 770.00	15 084.00
155 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
160 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
165 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
170 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
175 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
180 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
185 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
200 000.00	-	6 000.00	75.00	1 050.00	987.00	8 112.00	400.00	1 200.00	6 000.00	1 008.00	8 608.00	16 720.00
225 000.00	-	6 700.00	465.00	1 050.00	1 085.00	9 300.00	400.00	1 200.00	6 700.00	1 106.00	9 406.00	18 706.00
250 000.00	-	6 700.00	465.00	1 050.00	1 085.00	9 300.00	400.00	1 200.00	6 700.00	1 106.00	9 406.00	18 706.00
300 000.00	-	7 400.00	465.00	1 050.00	1 183.00	10 098.00	400.00	1 200.00	7 400.00	1 204.00	10 204.00	20 302.00
350 000.00	-	8 100.00	580.00	1 050.00	1 281.00	11 011.00	580.00	1 200.00	8 100.00	1 302.00	11 182.00	22 193.00
400 000.00	-	8 800.00	580.00	1 050.00	1 379.00	11 809.00	580.00	1 200.00	8 800.00	1 400.00	11 980.00	23 789.00
450 000.00	-	9 500.00	580.00	1 050.00	1 477.00	12 607.00	580.00	1 200.00	9 500.00	1 498.00	12 778.00	25 385.00
500 000.00	-	10 200.00	580.00	1 050.00	1 575.00	13 405.00	580.00	1 200.00	10 200.00	1 596.00	13 576.00	26 981.00
550 000.00	-	11 600.00	580.00	1 050.00	1 771.00	15 001.00	580.00	1 200.00	11 600.00	1 792.00	15 172.00	30 173.00
600 000.00	-	11 600.00	580.00	1 050.00	1 771.00	15 001.00	580.00	1 200.00	11 600.00	1 792.00	15 172.00	30 173.00
650 000.00	-	13 000.00	815.00	1 050.00	1 967.00	16 832.00	810.00	1 200.00	13 000.00	1 988.00	16 998.00	33 830.00
700 000.00	-	13 000.00	815.00	1 050.00	1 967.00	16 832.00	810.00	1 200.00	13 000.00	1 988.00	16 998.00	33 830.00
750 000.00	-	14 400.00	815.00	1 050.00	2 163.00	18 428.00	810.00	1 200.00	14 400.00	2 184.00	18 594.00	37 022.00
800 000.00	-	14 400.00	815.00	1 050.00	2 163.00	18 428.00	810.00	1 200.00	14 400.00	2 184.00	18 594.00	37 022.00
850 000.00	-	15 800.00	930.00	1 050.00	2 359.00	20 139.00	935.00	1 200.00	15 800.00	2 380.00	20 315.00	40 454.00
900 000.00	-	15 800.00	930.00	1 050.00	2 359.00	20 139.00	935.00	1 200.00	15 800.00	2 380.00	20 315.00	40 454.00
950 000.00	1 500.00	17 200.00	930.00	1 050.00	2 555.00	23 235.00	935.00	1 200.00	17 200.00	2 576.00	21 911.00	45 146.00
1 000 000.00	3 000.00	17 200.00	930.00	1 050.00	2 555.00	24 735.00	935.00	1 200.00	17 200.00	2 576.00	21 911.00	46 646.00
1 100 000.00	6 000.00	17 900.00	1 050.00	1 050.00	2 653.00	28 653.00	1 050.00	1 200.00	17 900.00	2 674.00	22 824.00	51 477.00
1 200 000.00	9 000.00	18 600.00	1 050.00	1 050.00	2 751.00	32 451.00	1 050.00	1 200.00	18 600.00	2 772.00	23 622.00	56 073.00
1 300 000.00	13 500.00	19 300.00	1 050.00	1 050.00	2 849.00	37 749.00	1 050.00	1 200.00	19 300.00	2 870.00	24 420.00	62 169.00
1 400 000.00	19 500.00	20 000.00	1 050.00	1 050.00	2 947.00	44 547.00	1 050.00	1 200.00	20 000.00	2 968.00	25 218.00	69 765.00
1 500 000.00	25 500.00	20 700.00	1 050.00	1 050.00	3 045.00	51 345.00	1 050.00	1 200.00	20 700.00	3 066.00	26 016.00	77 361.00
1 600 000.00	31 500.00	21 400.00	1 050.00	1 050.00	3 143.00	58 143.00	1 050.00	1 200.00	21 400.00	3 164.00	26 814.00	84 957.00
1 700 000.00	37 500.00	22 100.00	1 050.00	1 050.00	3 241.00	64 941.00	1 050.00	1 200.00	22 100.00	3 262.00	27 612.00	92 553.00

NOTE: The Transfer & Bond costs include VAT, Transfer duty & Deeds office expenses. The bond costs do not include bank initiation fees. Amended rates effective from 1 April 2017.

# TRANSFER AND BOND COSTS

PURCHASE PRICE AND BOND AMOUNT	TRANSFER COSTS			NORMAL TRANSFER COSTS			BOND COSTS		NORMAL BOND COSTS	TOTAL COST	
	TRANSFER DUTY	FEES	DEEDS OFFICE	FICA, SEARCH & POSTAGE	VAT	DEEDS OFFICE	SEARCH, POSTAGE & EXPENSES	FEES			VAT
1 800 000.00	44 500.00	22 800.00	1 050.00	1 050.00	3 339.00	72 739.00	1 050.00	1 200.00	22 800.00	3 360.00	101 149.00
1 900 000.00	52 500.00	23 500.00	1 050.00	1 050.00	3 437.00	81 537.00	1 050.00	1 200.00	23 500.00	3 458.00	110 745.00
2 000 000.00	60 500.00	24 200.00	1 050.00	1 050.00	3 535.00	90 335.00	1 050.00	1 200.00	24 200.00	3 556.00	120 341.00
2 100 000.00	68 500.00	24 900.00	1 275.00	1 050.00	3 633.00	99 358.00	1 456.00	1 200.00	24 900.00	3 654.00	130 568.00
2 200 000.00	76 500.00	25 600.00	1 275.00	1 050.00	3 731.00	108 156.00	1 456.00	1 200.00	25 600.00	3 752.00	140 164.00
2 300 000.00	86 000.00	26 300.00	1 275.00	1 050.00	3 829.00	118 454.00	1 456.00	1 200.00	26 300.00	3 850.00	151 260.00
2 400 000.00	97 000.00	27 000.00	1 275.00	1 050.00	3 927.00	130 252.00	1 456.00	1 200.00	27 000.00	3 948.00	163 856.00
2 500 000.00	108 000.00	27 700.00	1 275.00	1 050.00	4 025.00	142 050.00	1 456.00	1 200.00	27 700.00	4 046.00	176 452.00
2 600 000.00	119 000.00	28 400.00	1 275.00	1 050.00	4 123.00	153 848.00	1 456.00	1 200.00	28 400.00	4 144.00	189 048.00
2 700 000.00	130 000.00	29 100.00	1 275.00	1 050.00	4 221.00	165 646.00	1 456.00	1 200.00	29 100.00	4 242.00	201 644.00
2 800 000.00	141 000.00	29 800.00	1 275.00	1 050.00	4 319.00	177 444.00	1 456.00	1 200.00	29 800.00	4 340.00	214 240.00
2 900 000.00	152 000.00	30 500.00	1 275.00	1 050.00	4 417.00	189 242.00	1 456.00	1 200.00	30 500.00	4 438.00	226 836.00
3 000 000.00	163 000.00	31 200.00	1 275.00	1 050.00	4 515.00	201 040.00	1 456.00	1 200.00	31 200.00	4 536.00	239 432.00
3 200 000.00	185 000.00	32 600.00	1 275.00	1 050.00	4 711.00	224 636.00	1 456.00	1 200.00	32 600.00	4 732.00	264 624.00
3 400 000.00	207 000.00	34 000.00	1 275.00	1 050.00	4 907.00	248 232.00	1 456.00	1 200.00	34 000.00	4 928.00	289 816.00
3 600 000.00	229 000.00	35 400.00	1 275.00	1 050.00	5 103.00	271 828.00	1 456.00	1 200.00	35 400.00	5 124.00	315 008.00
3 800 000.00	251 000.00	36 800.00	1 275.00	1 050.00	5 299.00	295 424.00	1 456.00	1 200.00	36 800.00	5 320.00	340 200.00
4 000 000.00	273 000.00	38 200.00	1 275.00	1 050.00	5 495.00	319 020.00	1 456.00	1 200.00	38 200.00	5 516.00	365 392.00
4 200 000.00	295 000.00	39 600.00	1 750.00	1 050.00	5 691.00	343 091.00	1 765.00	1 200.00	39 600.00	5 712.00	391 368.00
4 400 000.00	317 000.00	41 000.00	1 750.00	1 050.00	5 887.00	366 687.00	1 765.00	1 200.00	41 000.00	5 908.00	416 560.00
4 600 000.00	339 000.00	42 400.00	1 750.00	1 050.00	6 083.00	390 283.00	1 765.00	1 200.00	42 400.00	6 104.00	441 752.00
4 800 000.00	361 000.00	43 800.00	1 750.00	1 050.00	6 279.00	413 879.00	1 765.00	1 200.00	43 800.00	6 300.00	466 944.00
5 000 000.00	383 000.00	45 200.00	1 750.00	1 050.00	6 475.00	437 475.00	1 765.00	1 200.00	45 200.00	6 496.00	492 136.00
5 200 000.00	405 000.00	45 900.00	1 750.00	1 050.00	6 573.00	460 273.00	1 765.00	1 200.00	45 900.00	6 594.00	515 732.00
5 400 000.00	427 000.00	46 600.00	1 750.00	1 050.00	6 671.00	483 071.00	1 765.00	1 200.00	46 600.00	6 692.00	539 328.00
5 600 000.00	449 000.00	47 300.00	1 750.00	1 050.00	6 769.00	505 869.00	1 765.00	1 200.00	47 300.00	6 790.00	562 924.00
5 800 000.00	471 000.00	48 000.00	1 750.00	1 050.00	6 867.00	528 667.00	1 765.00	1 200.00	48 000.00	6 888.00	586 520.00
6 000 000.00	493 000.00	48 700.00	1 750.00	1 050.00	6 965.00	551 465.00	1 765.00	1 200.00	48 700.00	6 986.00	610 116.00
6 200 000.00	515 000.00	49 400.00	2 100.00	1 050.00	7 063.00	574 613.00	2 100.00	1 200.00	49 400.00	7 084.00	634 397.00
6 400 000.00	537 000.00	50 100.00	2 100.00	1 050.00	7 161.00	597 411.00	2 100.00	1 200.00	50 100.00	7 182.00	657 993.00
6 600 000.00	559 000.00	50 800.00	2 100.00	1 050.00	7 259.00	620 209.00	2 100.00	1 200.00	50 800.00	7 280.00	681 589.00
6 800 000.00	581 000.00	51 500.00	2 100.00	1 050.00	7 357.00	643 007.00	2 100.00	1 200.00	51 500.00	7 378.00	705 185.00
7 000 000.00	603 000.00	52 200.00	2 100.00	1 050.00	7 455.00	665 805.00	2 100.00	1 200.00	52 200.00	7 476.00	728 781.00

NOTE: The Transfer & Bond costs include VAT, Transfer duty & Deeds office expenses. The bond costs do not include bank initiation fees. Amended rates effective from 1 April 2017.



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Advocates • Conveyancers • Notary Public

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Our infrastructure and administrative staff are situated mainly at the above offices, but we are prepared to travel to our clients' premises to attend to signature of documents anywhere in the province.

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