



**CHRISTO MULDER INC**  
**ATTORNEYS, NOTARIES**  
**& CONVEYANCERS**

**EXPERTISE SERVICE QUALITY**

15 Dale Lace Avenue, Randpark Ridge, Johannesburg

011 794 7909 • 083 448 9502  
[www.mulderattorneys.co.za](http://www.mulderattorneys.co.za)



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## ABOUT US

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Christo Mulder Attorneys Incorporated was founded in 2008 and for the past 12 years has established itself as a law firm of choice. As a full-service law firm, with a strong focus on property matters, we have positioned ourselves as a one stop legal service provider for private individuals and corporate clients. Our practical knowledge and rich experience allow us to provide comprehensive legal solutions to our clients.

Since its founding, our firm has always believed in the highest level of integrity, a people-oriented approach, and giving back to society whenever possible. We continue to follow the principle of "client first" in providing reliable and highly effective legal services.



## OUR APPROACH

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**With our 'hands on' approach we provide legal support of high quality, delivered by a team of specialists.**

We place a strong emphasis on quality and throughout value you as a client.

Our quality focus applies to:

- Quality of legal advice.
- Quality (including quick turnaround time) of service.
- Quality in the ability and experience of our people.

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# WHY CHOOSE US

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## KNOWLEDGE AND EXPERTISE

Christo Mulder was with the Registrar of Deeds, Pretoria from 1991 till 2004 and held the position of Assistant Registrar of Deeds from 1999.

Given this sound knowledge base, Christo Mulder contributed towards the content of the manual, which manual is widely used for admission as conveyancers examination - How to train attorneys to become Conveyancers of Gawie le Roux .

## PERSONAL SERVICES

As a law firm of attorneys with a passion to connect with our clients, we are able to give our clients that personal service that could be lost with larger legal firms. With us you are not just a number, but a valued client.

You also benefit from direct interaction with the principal partner.

## TURNAROUND TIMES

In addition to our service orientation we provide fast turnaround time on the property transfer. Our firm has done transfer in 16 calendar days.



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## CLIENT EXPERIENCE TESTIMONIALS

"I am really impressed with how efficient and easy it was working with your company. I bought and sold houses more than once and this was the best service ever received"

"You manage to make sure customers understand the whole process"

"Need to register my endless gratitude on your professional manner and respect you shown me. I felt your leadership and knowledge"

"You guys are awesome. Your service is amazing"

"My husband and I wish to express our gratitude to you and your firm for the expedience and professional conduct in which this matter was handled. A big applaud for creating a stress-free transfer"

"As first time homeowners, we had to trust that you were working towards our best interest, and I must say that we felt the comfort of your professionalism".

"You are incredibly professional and an absolute pleasure to deal with"

# SELLER MUST TAKE INTO CONSIDERATION

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1. A voetstoots clause does not protect a seller who knows about a latent defect but fails to disclose this in order to defraud the purchaser.

The seller must:

- Disclose these defects in writing to the agent.
  - Do a property condition report beforehand in writing.
2. Where the seller is a "Vat Vendor", the selling price must either be inclusive of Vat or clearly stipulate that the purchaser will pay the Vat portion as well.
  3. Provide the bank with 90 days written notice of your intention to cancel the bond before it is paid up.
  4. Building Plans. It is usually not required that the seller must provide building plans. It is in the best interest of the seller to have all buildings and alterations on approved plans.
  5. Where special levies are applicable or the seller is aware of special levies, the seller must disclose this upfront.
  6. Risk passes upon transfer and the seller needs to insure the property until date of transfer.
  7. It is the obligation of the seller to maintain the property and keep it in the same condition as when the purchaser saw the property and submitted the Offer of Purchase.

## COSTS FOR THE SELLER

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1. Electrical Compliance Certificate ("ECC"), in accordance with the provisions of the Occupational Health Safety Act No.85 of 1993.
2. A certificate of Gas Conformity ("CGC") (if Applicable).
3. A Fence System Certificate of Compliance ("EFSCOC") (if applicable).
4. Where there is a bond registered on the property, the bond needs to be cancelled. The bank appoints a further attorney to cancel the bond on behalf of the bank and this cancellation cost is payable by the seller.
5. In terms of Section 118(1) of the Municipal Dispensation Act a Registrar of Deeds may not register the transfer of immovable property, without the production of a rates clearance certificate, confirming that all amounts due to the municipality has been paid. Municipalities normally levy services for a period of three to four months in advance on the clearance figures.
6. A clearance certificate from the Body Corporate that all moneys due to the body corporate, have been paid (if applicable).
7. A clearance certificate from the Homeowners Association that all moneys due to the Homeowners Association, have been paid (if applicable).
8. If Eskom provides electricity to the property, accounts need to be paid up to final reading.
9. Fulfilment of all conditions as per the Offer to Purchase where seller is required to repair, replace, or fix something to the property.



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# PURCHASERS CONSIDERATIONS

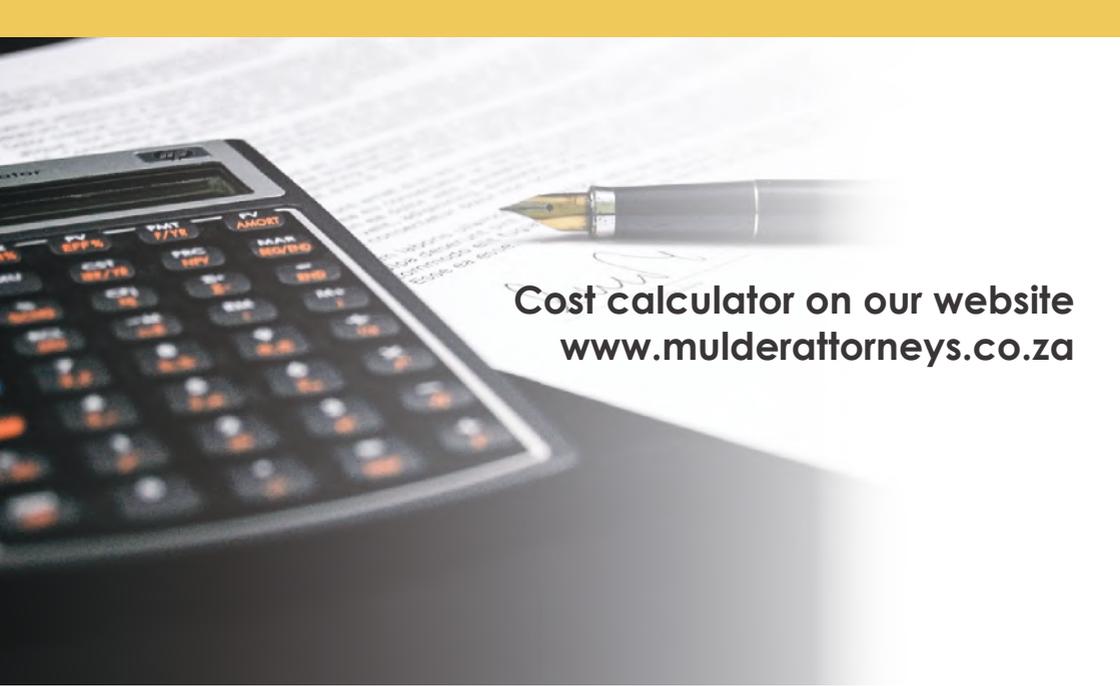
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1. Apply for a bond as soon as you received the signed offer to purchase from the seller. It is always advisable to make use of an agent's bond coordinator as they are familiar with the processing and completion of all forms and submitting these to the banks.
2. Should the property be a sectional title unit, it is mandatory for the purchaser to become a member of the Body Corporate.
3. Should the property forms part of a Home Owner's Association, it is mandatory for the purchaser to become a member of the Home Owner's Association.
4. Where there are special levies applicable it must be addressed in the offer to purchase.
5. In the event that Eskom provides electricity to the property, the purchaser must open a new account at Eskom on registration.
6. The Property is sold with all fixtures and fittings of a permanent nature and important to inspect the property before signing of any Offer to Purchase and record that these will be in working order.
7. An offer of purchase constitutes the entire agreement between the seller and purchaser and no warranties, representations, guarantees or other terms and conditions of any nature not recorded in the agreement shall be applicable.



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**Cost calculator on our website  
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## **COST FOR THE PURCHASER**

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1. The purchaser is liable to pay the transfer registration cost of the transfer and disbursements, prescribed by the Legal Practice Council.
2. The purchaser is liable to pay the bond registration cost of the bond and disbursements prescribed by the Legal Practice Council. Normally the bank will also charge an initiation fee, payable upfront.
3. If the seller is a Vat Vendor then Vat is payable, and it must be clearly specified who will pay Vat.
4. The Purchaser is always liable for Transfer Duty (if Vat is not applicable).
5. Cost and risk related to the property passes on transfer.
  - If anything breaks or is damage purchaser is liable for it.
  - Make sure you have Insurance in place as well as homeowners cover.
  - Become liable for rates, water, electricity, and other costs.
  - Become liable for levies.
  - Liable for electricity costs where it is being supplied by Eskom (if applicable).

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# OTHER CONSIDERATIONS

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## Co-Habitation Agreement

Couples who buy property together but are not married and living together should make use of a Co-Habitation agreement. A Co-Habitation agreement is useful because, if you separate, it can help you to do so amicably and fairly as possible, without letting emotions run rampant. This legal document governs how assets and debts are managed during and after the relationship.

## Documents signed where you are outside the Republic of South Africa

The signature of any legal document, which is signed outside of South Africa, must be authenticated. This means that in terms of Rule 63 of the High Court Act, any contract, power of attorney, affidavit or other document, must have its signature verified.

## Voetstoets

A purchaser buys the property on a "Voetstoets" basis, namely, "as it stands", in other words with all defects including those which are not visible upon a reasonable inspection of the property. A "voetstoets" clause does not protect a seller who knows about a latent defect but fails to disclose this in order to defraud the purchaser.

**Patent defects** = a flaw, weakness or imperfection in the Property which the purchaser can view with reasonable inspection.

**Latent defect** = a hidden flaw, weakness or imperfection in the property which a seller knows about, but the purchaser cannot discover by reasonable inspection.



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### **Added value**

- Our firm closes the sellers' municipal account and obtains the refund when our firm attends to the transfer.
- Our firm opens the purchaser's new rates account when our firm attends to the transfer.
- Our firm is willing to see clients based in Gauteng to sign transfer documentation.
- Assisting with advice prior to signing an Offer to Purchase.

### **Our firm assists with:**

- Drawing up of a special power of attorney if you as the seller or co-owner is not available to sign original transfer documents or where you are overseas.
- Obtaining copies of building plans where our firm is appointed to attend to the transfer (subject to the relevant City Council having copies thereof).

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