

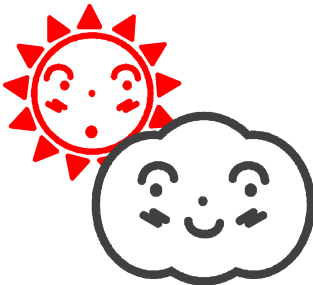


SusanDeacon  
properties

A Sellers guide prepared and packed with  
information for you the seller.

“Helping Homes Find Families and Families Find  
Homes.”

Day & Night – Rain or Shine - I will be there for you!



By being in constant contact with you and the market place, we will be able  
to:

- A) Achieve our goals
- B) Get the best possible price
- C) Try for the shortest marketing time and
- D) Cause the least inconvenience.

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## Sole Mandate Versus CNL Mandate



**I'M SURE THERE IS PLACE FOR 90 DAY SOLE MANDATES IN THE  
REAL ESTATE INDUSTRY,  
BUT I PERSONALLY FEEL THAT AGENTS WHO TAKE SOLE MANDATES ARE WORKING  
IN THEIR OWN INTEREST AND NOT THEIR SELLERS.  
IT IS TO EASY TO TAKE A SOLEMNDATE PUT UP A FOR SALE BOARD  
AND THEN WAIT FOR THE BUYER TO COME ALONG AND BUY THE PROPERTY**

**ON THE OTHER HAND A PROPERTY PUT ONTO CNL, WHERE ALL THE AGENTS CAN WORK  
TOGETHER ON GETTING THE PROPERTY SOLD, WILL BE INTRODUCED TO A LOT MORE  
BUYERS AND THE SELLER HAS A LOT BETTER CHANCE OF GETTING FULL ASKING PRICE.**

**SOME SELLERS ASK WHY WOULD AGENTS WORK HARDER ON A CNL PROPERTY IF  
THEY ONLY STAND A CHANCE OF EARNING 50% OF THE COMMITTION.  
AS FOR THE LISTING AGENT IF HE REALLY WANTS TO EARN 100% OF THE  
COMMITTION HE CAN'T SIT BACK AND WAIT FOR A BUYER TO PHONE IN ON THE  
FOR SALE BOARD.**

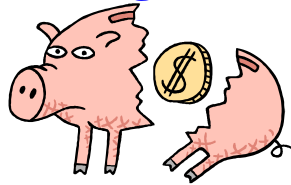
**THE LISTING AGENT IS FORCED INTO BEING PROACTIVE AND GOING OUT OF  
HIS WAY TO FIND THE RIGHT BUYER BEFORE ONE OF HIS FELLOW CNL MEMBERS.  
IN THE PAST THERE WAS A LOT OF BACK STABBING BETWEEN AGENTS IN THE  
SAME AREA AND THE SELLER WAS REGULARLY CAUGHT IN THE MIDDLE.**

**HOWEVER IN THE AREA'S WHERE AGENTS WORK TOGETHER IN SOME FORM  
OF LISTING SERVICE THERE IS A MUCH BETTER VIBE AND SELLERS SEEM TO GET  
MUCH BETTER PRICES FOR THEIR PROPERTIES.  
IN A BOTHASIG, RICHWOOD, SUMMER GREENS AND TABLE VIEW UP TO 87% OF HOUSES  
ARE SOLD THROUGH A LISTING SERVICE.**

**UNLESS THE SELLER HA AS A REASON FOR NOT WANTING TO HAVE TO MANY AGENTS  
THROUGH HIS HOUSE, MY ADVICE GIVE YOUR AGENT OF CHOICE A SOLE MANDATE FOR  
A WEEK SO HE CAN GET HIS BUYERS ON HIS BOOKS THROUGH AND GET HIS MARKETING  
UP AND RUNNING, AFTER THAT INSIST ON A CNL MANDATE.**

**GOOD LUCK!**

## Setting The Price



**The three factors to consider in selling your home are location, condition and price...and they're all related.**

### Location

Your home's location and setting, influences its value. A home inside a quiet subdivision sells for more than the identical home on a busy street. Remote areas typically, sell for less than closed in areas. Views, streams and trees usually enhance value. You obviously have no control over location.

### Condition

New homes enjoy a marketing edge over re-sale homes because they are shiny and clean. Builders enhance their appeal by offering model homes (clean, bright, decorated in current colours and amenities) for buyers to examine.

You have nearly complete control over condition and you can increase value and decrease marketing time by being in the best possible condition.

### Pricing

If IBM stock is trading between 104 and 108, it does no good to insist on 112. Likewise, your home must be priced within the appropriate range. You must actually "sell" your property twice: to a buyer and then to a bank valuator. The buyer is more subjective and compares the amenities you offer to what other sellers in the same price range are offering. The appraiser is more objective and compares age, size and cost-identifiable features in your home against other properties that have sold.

### Questions to ask when interviewing an Agent!

- a) Are you a CRS Agent (Certified Real Estate Specialist)?
- b) How long have you been an agent in the area?
- c) Do you have a marketing plan?
- d) What is your "listing to selling" days average?
- e) What is your listing price to selling price ratio?
- f) How will you communicate with me during the listing period?
- g) How will my property be advertised?
- h) What "home selling process" do you follow?
- i) What do I need to do to assist in getting the property sold?
- j) How many other homes have you sold over the past 3 months?
- k) How does my property compare to the other homes on the market?
- l) How will you report back to me after a show house?
- m) Do you do virtual tours of the homes you market?
- n) Do you have a personal brochure?

## 23 Sale Makers!



**The following checklist sets a good example – without getting you involved in major renovations or full scale redecorating projects. Since first impressions are formed from the street, the list starts outside your home:**

- The front door greets the prospective client – make sure that it is clean
- Keep lawns and hedges neatly trimmed, weed flowerbeds.
- Clean out your garage or carport to show off it's full size.
- Clean the outside of the windows.
- Oil gate hinges and latches, repair fence if necessary.
- Remove dead limbs and branches from trees – especially from evergreens.
- Check your veranda lights; are house numbers faded?
- Touch up outdoor paintwork if necessary.
- Don't let anything obstruct the Street's view of your "For Sale" sign – and keep it shining clean and upright.

**Once they enter your home, prospective buyers are most interested in checking items that will help them assess its overall condition. That's why it's very important to remember jobs like these:**

- Wash down entry walls or give them a coat of paint.
- Repair drawer and cupboard doors that stick, squeak or won't close properly.
- Free up hard to open windows.
- Repair leaky taps and any toilet that runs, replace loose tiles.
- You are going move anyway – so clear out the clutter from every room.
- Wash kitchen walls, if necessary and shine up sink, knobs etc.
- Make sure your closets are clear of everything except clothes that are neatly hung or folded.

**Here are a few pointers to remember when you know that prospective buyers are going to call:**

- Open curtains to let sunshine fill your home.
- Try to avoid cooking a meal that might cause a lingering odour (kippers, cabbage, curry, etc.)
- Put large pets outside. Keep all pets away from prospects.
- Get the children settled quietly in one room. Leave the prospective buyers alone with the agent.

**Don't let the radio or TV compete with the salesperson's voice.**

- Let the salesperson do the talking – and the walking. Unless asked, do not join the tour of the home.
- Above all, do not discuss price or terms. Give polite answers to direct questions and let your agent negotiate the sale.
- Finally do not apologize for the appearance of your home.

**As a matter of fact if you follow the checklist, you won't feel it is necessary!**

# The Agreement Of Sale



## Accepting an offer

Accepting an offer to purchase is the first step in a legal contract and should contain very clearly everything you can or intend to do, and exactly what you expect to receive...this is where we can be of assistance. We will ensure the offer accurately reflects your intentions, all details are correct, correctly identified property, mortgage information properly stated.

We have a standard offer form, which contains pre-printed standard clauses as well as the inserted information. Once you understand the offer and are certain it states everything you wanted stated...then it can be signed. Once signed you have taken the first step to selling a home. (A copy of the agreement of sale is attached. Kindly read through the contract and familiarise yourself with the contract, once a contract has been signed it is a binding agreement and subject to the laws governing it.)

## Extras

When the Agreement is being presented – be specific! Make sure that you understand all clauses and addendums added to the contract. Avoid misunderstandings. If you wish substitutions or/and any unusual extras include them in detail. Being clear and specific at the outset can save time and possible complications later.

## Explaining 72-hour clause

A 72-hour clause is added to a deed of sale when there are suspensive conditions these can be:

- a) 100% bond plus costs – this means that the buyer wishes to include the costs in the purchase price. Bank approval has to be gained first should the bank not approve the costs the client either has to pay cash for the costs or the sale becomes null and void.
- b) Successful sale of property – the deed of sale is subject to the successful sale of the buyer's property.
- c) Should there be a 72-hour clause on an offer that has been accepted by the seller, the seller is entitled to accept other offers on the property. Should any of other offers (that is any offer received after the initial offer) become final (bond approval is received) the previous purchaser (the first offer) is given 72 hours to meet all suspensive conditions

## Addendums

Any other addendums should be given in writing and not done verbally. Addendums can cover a wide range of clauses. The most common addendum being the one that refers to fixtures and fittings or any work or repairs that needs to be done.

## What to expect from buyers

**Sellers please be patient:** Buyers will check that lights work, toilets flush, cupboard doors are aligned, they are not being nosy or rude. There is a voetstoots clause in the deed of sale which means as is. The buyer has the right to check what he is purchasing and to request that certain items be repaired before sale is final, this is not always the case but it can happen.

Buyers coming through the property may make up their mind on the first visit as to whether they will make an offer to purchase or not. The old saying “First impressions are normally the most lasting” is very true here. Sometimes a buyer will come back with different family members to view the property.

## Help to make the transition an easy and pleasant experience

When listing your house with an agent please make known all defects and what you are prepared to fix and what you are not going to do. If you have plans for an extension or any additions please keep them handy as the purchaser may want to view what you had in mind.

## Handy Moving Checklist



Just a reminder of some items that you should take care of before you move out of your house and into you new home.

- Prepare a list of friends, relatives, companies, etc. with whom you have done business, use “Change of Address” cards supplied and mail to all addresses on your list. (If you need more give us a call.)
- Arrange with you electrical company to have the meters read on the appropriate date and to turn off your electricity on the date the new owner takes occupation.
- Advise your Telkom and satellite suppliers regarding the sale arrangements. Cancel pre-authorized cheques issued for contracted services. Inform gardening and dry cleaning services, trash pick up, newspaper deliveries and other home services.
- Arrange servicing of all home appliances for the move.
- Notify magazine, record / book club, insurance, credit card companies, department store charge accounts, licence bureaus, finance companies, stockbrokers and accountants.
- Transfer trust or banking accounts, securities; establish new accounts with a letter of introduction.
- Cancel or transfer social, athletic, civic, religious, business affiliations or memberships.
- Arrange transfer of medical and dental records, prescriptions and optical records.
- Collect all items, for cleaning, storage or repair. Fur coats, dry cleaning, laundry, watches, shoes or small appliances, for example.
- Arrange access to the keys for your new home.
- Insure safety and care of pets during the move.
- Obtain a supply of boxes for moving and devise a colour code system for the various room designations.
- Discard all flammable liquids including gasoline used in gardening and recreational motors.

## 5 Star Marketing



- For Sale Board:** An excellent way to get buyers who are driving the area to see if they would like to stay there.
- Window Display:** A large number of our buyers come from people walking past our window display.
- Just Listed Drop:** A drop that describes the property is dropped at all the houses in your road, so if any neighbours know of any friends that might want to buy in the area they can let them know about your home.
- Property Profile:** A profile of your property is put together so if a prospective buyer wants more information on your home it is available for him.
- Property Portfolio:** Your home will be entered onto the **COMPUTERIZED PROPERTY PORTFOLIO** where buyers can view properties that are for sale in the area in the comfort of their own home.
- Internet:** Within 24 Hrs your home will be advertised on the World Wide Web.
- Show house Invites:** Show house invites are dropped in neighbouring areas in the boxes of properties that are on the market as those sellers might be looking to buy in your area.
- Show Houses:** 1 to 2 show houses a month otherwise the property could become over exposed.
- Newspaper Adds:** Only 5% of our buyers come from Newspaper Advertisements.

## Private Sellers



1. Under what conditions will strangers be permitted to enter into your home?
2. Who will show the home?
3. How much will you budget for advertising?
4. Who will write the advertisements for the property?
5. Will you hire, buy or make signs?
6. When will you advertise and how often?
7. How much deposit do you ask the buyer for?
8. Who holds onto the deposit until transfer has taken place?
9. At what point will you use a lawyer?
10. How will you qualify the buyers financially?
11. Does the buyer have a pre-approved bond?
12. What do you do if the buyer has a home to sell first?
13. Legally, how is the property described?
14. How much will the buyer need for transfer duty?
15. What will the buyers monthly repayments be?
16. How long will you give the buyer to secure financing?
17. Should we leave this to a professional?
18. Do you know how to objectively compare the price, condition and features of all homes on the market now or that have been sold in the past six months, to arrive at a competitive and fair price
19. Do you know how to calculate the net profits (losses) resulting from the sale?
20. Can you provide buyers with an accurate estimate of their buying costs?
21. Do you know and understand the numerous documents and procedures associated with selling your home?
22. Do you know which improvements will realise maximum returns?
23. Do you have time to: (a) market your home (b) write adverts (c) hold show houses and (d) contact buyers?
24. Are you available around the clock to answer telephone calls and conduct viewing at the buyer's convenience?
25. Are you in a position to answer questions and follow up on enquiries?
26. Do you have access to municipal valuations, registrations of transfers, plans, zoning sheets, etc?
27. Are you aware of the total costs of the selling process?
28. Do you know how to show your home to its best advantage without becoming defensive about negative comments?
29. Are you sufficiently skilled to negotiate the best possible price with buyers?

30. Are you adequately familiar with the pros and cons of different types of financing and are you in a position to assist the buyer with obtaining such finance?
31. Are you able to explain the legal contract to the buyer, respond to objections, come to an agreement on price, terms, date of possession as well as to draft contract amendments?
32. Rigid legislation applies to the erection of signboards in your area, are you aware of it and the applicable fines?

## Building through a developer



You may have seen advertisements by companies who are building a complete new residential area. The property developers arrange for the roads, electricity, water and other services and divide the land into building stands.

They can offer you a stand and a choice of building plans. Sometimes the developer will agree to change the plans to suit your exact needs. You will also be able to decide what fittings or finishes you like best such as tiles, carpeting, and light fittings.

The developer will also offer all the finance you need to buy the stand and build your new home. Before you decide to buy from a property developer check on their previous developments. Are they (developments) attractive and well built? Have the homeowners had any problems with their homes or with the development?

**LOOK AROUND AND ASK AROUND BEFORE YOU SIGN ANYTHING**

# Information Guide to Conveyancing

## 1. What is conveyancing?

Conveyancing describes the legal procedure whereby ownership of immovable property is changed (i.e. ownership is “conveyed” from the existing owner to the purchaser)

## 2. Conveyancer’s actions on receipt of the deed of sale

1. It is self-explanatory that the Conveyancer in performing his duty will be guided by the contents of the Agreement concluded between the buyer and the seller as recorded in the Deed of Sale. The Conveyancer is therefore, is compelled to “Bake the Cake” in accordance with the “Recipe” prepared for us in advance!
2. On receipt of the Deed of Sale, the Conveyancer will immediately conduct a Deeds Office Search. This search will reveal the following:
  - A) The full Deeds Office description of the property being sold
  - B) The full details of the current registered owner
  - C) The full details of any bonds held over the property
  - D) The full details of any interdicts recorded against the property.

## 3. Existing Bond on the property

1. The Conveyancer will simultaneously with the above, address a letter to the current bondholder advising the bondholder of the fact that the property has been sold and calling upon the bondholder to forward the Deed to the Conveyancer. He will simultaneously ask the bondholder to advise the Conveyancer of the amount required to pay off the existing bond on the registration of transfer and request the bondholder to instruct his own attorneys to prepare an appropriate Consent to Cancellation of the existing bond. This latter form will be prepared by the bondholder’s attorneys, signed by the bondholder and returned to his attorneys for purpose of subsequent lodgement at the Deeds Office. As most financial institutions are unable to trace the file in which the Title Deed and Bond are retained without an account number, it is important that the particulars of the bond account number be reflected in the information section of the Deed of Sale.
2. The Conveyancing Attorney will in due course receive a response to his letter to the existing bondholder. This letter should have enclosed the Title Deed and would have stated the amount required by the bondholder on cancellation of the bond. Should the purchase price be sufficient the Conveyancing Attorney will address a letter to the attorneys representing the bondholder promising payment of the amount required on date of registration at the Deeds Office.

## 4. The role of the Municipality

The Conveyancer will simultaneously write to the Municipality Authority having jurisdiction over the area in which the property is situated and will request from them the following information / documentation.

1. A valuation certificate in which the Municipal Valuation of the property is stated, this document is required for the purposes of obtaining a Transfer Duty Receipt from the Receiver of Revenue.
2. The amount, which the Municipal Authority requires payment of as a prerequisite to the issuing of a rates clearance certificate – in terms of the law, no transfer of any property may be registered in the Deeds Office unless the relevant Municipal Authority has provided permission. This permission is termed “Rates Clearance.” It is important to note that in obtaining a Rates Clearance, one is compelled (regardless of any arrangements which the seller might otherwise have had with the municipal authority) to pay the full amount of rates payable

on the property to the end of the current rates year. Municipal Authorities furthermore demand various other categories of payment in advance e.g. water and service charges. Part of the amount payable to the Municipal Authority will be for the account of the seller and part for the account of the purchaser.

### 5. Preparation of preliminary documents

On receipt of the Deeds Office particulars and subject to all suspensive conditions having been fulfilled, the Conveyancing Attorney will proceed to prepare his “preliminary documentation.” These documents comprises the following:

1. Power of Attorney - in which the seller authorises the Conveyancing Attorney to act on his behalf and to appear at the Deeds Office for purposes of registering the transfer of ownership at the end of the day. This document will have to be signed by the seller personally, or by somebody authorised in terms of a written Power of Attorney to sign such a document on behalf of the seller. It is therefore self-explanatory that if the seller is going to be away during the relevant period the transfer will be delayed unless adequate arrangements are made before his departure.
2. Declarations by the purchaser and seller to the Receiver of Revenue. As you are no doubt aware, transfer duty is payable to the Receiver of Revenue arising from sales of Immovable property. This transfer duty is a percentage of the purchase price. The Receiver of Revenue is therefore quite anxious to ensure that he is fully advised of the actual purchase price and that such purchase price furthermore amounts to a fair and market related price. The declarations that the buyer and seller will therefore have to sign serve to confirm all of the above facts. Should the purchase and the seller therefore have reached some “private agreement” in terms of which the purchase price as stated in the Deed of Sale is not a proper reflection of the actual purchase price then these declarations will serve to frustrate the endeavours of the parties as stated above.
3. Affidavits to be signed by the purchaser and the seller confirming their correct names, identity numbers, marital status and solvency.

### 6. Signature and Costs

When these documents are ready the parties will be contacted by the Conveyancing Attorney with a view to arranging an appointment for the signature of the documents. On signature of the documents, the Conveyancing Attorney will ask the purchaser to settle the transfer costs. The account which the Conveyancer will present will comprise four segments being the following:

1. The Conveyancer’s own fee plus Vat thereon.
2. The cost of the valuation certificate (see paragraph 4.2.)
3. The transfer duty.
4. Deeds office fee.

It is important that the purchaser settle these costs at least one month before scheduled date of transfer as the Conveyancer is required to pay the transfer duty due to the Receiver of Revenue before one may approach the Deeds Office. The Conveyancer will simultaneously recover from the Purchaser his pro rata share of rates and taxes in order that a Rates Clearance can also be obtained. As soon as these costs have been paid, the Conveyancer will forward his cheque plus supporting documentation to the Receiver of Revenue for the issue of a transfer duty receipt. A cheque will simultaneously be sent to the Municipal Authority for the purposes of the issue of a Rates Clearance Certificate.

### 7. Purchaser’s Bond

In the interim the Conveyancing Attorney will receive notification from Attorneys instructed by the financial institution who will be granting the purchaser a bond advising of their identity and of the nature and extent of their instructions. The Conveyancing Attorney will immediately send to these “bond attorneys” a draft copy of the new title deed of the property. This document is termed the “flysheets.” This document enables the bond attorneys to determine the description of the property

which is to be bonded and furthermore to determine the full details of the purchaser. The bond attorneys will then prepare their own documentation and arrange for the purchaser to call at their offices to sign their papers and pay their costs.

#### 8. Final Phase

When everybody is ready (i.e. the bond attorney's documents are signed, the bond cancellations attorneys consent to the cancellation is in their possession and duly signed by the bond holder, the transfer duty receipt and rates clearance have been received,) the Conveyancing Attorney will contact all the other Attorneys involved and arrange a simultaneous "lodgement" at the deeds Office. On the pre- arranged date all the attorneys simultaneously hand their folders of paper into the Deeds Office. These papers are collated by the Deeds Office and allocated to a specific examiner. The Deeds Office examiner inspects all the documents and if found to be in order, approves the documents for registration. This procedure in the Deeds Office takes approximately ten (10) days. If any difficulties are discovered in any of the papers the documents are "rejected." If the documents are approved for registration, the Conveyancing Attorney after ensuring that all the finances for the transaction have either been paid or alternatively secured will arrange with all the attorneys concerned for actual registration to take place. At the moment of registration ownership passes from the seller to the purchaser and the transaction is complete.

#### 9. How long does it take

It is self-explanatory from the above that it is very difficult to estimate precisely how long a transfer should take place from the time that the Conveyancing Attorney receives his instructions. If one is forced to make an estimate, then one can assume that if all the parties involved in the transaction, perform their functions timeously, that the entire transaction could be completed within a period of six to eight weeks from the time of receipt of the initial Deed of Sale.

We thank you for making use of our services and should you require any further assistance, we invite you to contact any of our property Department Partners.