

APPLICATION FOR A LEVY CLEARANCE CERTIFICATE

BODY CORPORATE NAME :

EXCLUSIVE USE AREA DESCRIPTION	RESIDENTIAL SECTION NUMBER	GARAGE SECTION NUMBER	STAIRS SECTION NUMBER	TERRACE SECTION NUMBER	OTHER SECTION NUMBERS

DETAILS OF PURCHASER

NAME OF PURCHASER :

I.D. NO./REG. NO. OF ENTITY: **PURCHASE PRICE R**.....

Copy of Identity Document/Registration Certificate to be attached

DATE OF TRANSFER : DD.....MM.....YY..... **DATE OF OCCUPATION :DD.....MM.....YY.....**

BONDHOLDER: NAME:..... **BOND AMOUNT R**.....

BONDHOLDER BRANCH:

BEFORE-TRANSFER

AFTER-TRANSFER

POSTAL ADDRESS FOR SENDING LEVY STATEMENTS, RULES OR NOTICES:

.....

.....

EMAIL ADDRESS:

I CONFIRM AND REQUEST THAT ALL CORRESPONDENCE ARE TO BE **EMAILED OR** **POSTED TO THE ADDRESS LISTED ABOVE.**

IF THE UNIT IS TO BE LET TO A TENANT :

NAME OF TENANT

TELEPHONE (H).....(W).....(Cell).....

CONTACT PERSON - NAME

(in case of an emergency)

TELEPHONE (H).....(W).....(Cell).....

The purchaser is advised and signs this certificate acknowledging, agreeing and adhering to the terms below :

- Levy payments are due monthly, on the 1st banking day of each and every month. It is the owners responsibility to ensure levy payments are received on time each month irrespective of whether a statement has been received.
- Unless otherwise agreed, the first levy payment is due on the 1st banking day of the month following the date of registration of transfer.
- All levy payments are to be paid c/o Tarleys Trust Management Services (Pty) Ltd, P O Box 3882, Cape Town, 8000.
- All cheques are to be made payable in favour of the Body Corporate and must be crossed "not transferable".
- If levies are not paid timeously an administration fee and interest in accordance with the rules and/or decisions of the body Corporate (from time to time) will be payable on all late payments.
- The purchaser certifies that he/she has read, accepted and will abide by all the rules of the Body Corporate.
- Copies of the Rules of the Body Corporate are available from the offices of the Managing Agents at the standard tariff.
- Should there be any amendments to any of the information contained herein these must be advised in writing to the Managing Agents and only upon their acknowledgment of receipt will these become effective.
- Should the owner of a unit change their postal/e-mail address this will only be effective upon confirmation of receipt by the Managing Agents.
- All changes of tenants are to be advised to the Managing Agents and only upon acknowledgment of receipt by the Managing Agents will such notification be effective.
- Should any section be owned by a juristic person (e.g. company, Close Corporation, Trust) and ownership thereof changes, the Managing Agents must be advised prior to transfer thereof, and only upon confirmation of receipt of such notice will it be effective.
- No levy clearance certificate will be issued unless the information above is completed, signed and agreed to.
- I choose *domicillium citandi et executandi* at the unit.
- Consent to the jurisdiction of Magistrates Court, Cape Town.
- Should there be more than one registered owner of the unit we renounce the benefits of excussion and division and accept joint and several liability to the Body Corporate.
- I hereby confirm that the contents of the terms have been fully explained by the conveyancer.

I CONFIRM THAT THE ABOVE INFORMATION IS CORRECT AND THAT I WILL ABIDE BY THE ABOVE

.....PURCHASER

I CONFIRM THAT THE ABOVE HAS BEEN ADVISED AND EXPLAINED TO THE PURCHASER

.....CONVEYANCER

.....DATE

**REQUIREMENTS FOR THE ISSUE OF A LEVY CLEARANCE
CERTIFICATE**

1. Completion of the attached application form (L1) for a Levy Clearance Certificate.
 - 1.1. **Please note :**
The application form must be complete in all respects and be signed by the parties, failing which we will not be able to proceed with the Application.
 - 1.2. A copy of the Identity Document/Passport/Registration Certificate of the Purchaser to be attached to the application.
2. The completion, signing and lodging of a tripartite agreement between the Seller and the Buyer whereby the Buyer accepts and undertakes to assume the liability for ALL levy payments owing by the Seller up to and including the last day of the financial year of the Body Corporate and to pay ALL such levies on time;

OR

Payment (or guarantee therefor) for all outstanding levies up to the end of the financial year of the Body Corporate.
3. An irrevocable undertaking by the Conveyancing Attorney attending to the conveyancing and transfer of the property for the payment of ALL levies owing up to and including the end of the calendar month of transfer.
4. The Levy Clearance Certificate will be valid for only a maximum period of 60 days from date of issue, and should transfer not take place within the period of the Certificate a revised application and undertaking will be required.
5. Although Levy Clearance Certificates have been issued, neither we nor the Body Corporate will be responsible should any changes in levies occur or special levies become due between the date of issue of the Levy Clearance Certificate and the date of transfer, these will nonetheless still be payable.
6. The Levy Clearance Certificate is issued without prejudice.
7. The application for a Levy Clearance Certificate does not in any way suspend or postpone the obligation to pay levies.
8. The application for a Levy Clearance Certificate will NOT suspend any legal action in progress.
9. The application for or issue of a Levy Clearance Certificate will not extinguish any obligations.
10. Payment of the fees for the Certificate as follows :-
 - 10.1. Standard Levy Clearance Certificate with no special levy owing.....R456.00
 - 10.2. Standard Levy Clearance Certificate with a special levy owing.....R570.00
 - 10.3. Any additional correspondence relating to Levy Clearance Certificates (including telephone calls.....R228.00 per item
 - 10.4. Extension to an existing Levy Clearance Certificate provided that all guarantees (as above) relating to levy payments accompany any such application.....R342.00
11. Banking details as follows: Tarleys Trust Property Group (Pty) Ltd.
ABSA Bank
Account Number: 407 1080 914
Branch Code: 632 005

TARLEYS TRUST MANAGEMENT SERVICES (PTY) LTD

AGREEMENT OF TRANSFER OF LIABILITY FOR ORDINARY LEVIES

Between

_____ (Seller)
_____ (Identity Number)

and

_____ (Purchaser)
_____ (Identity Number)

and

_____ (Body Corporate)
_____ (Scheme Number)

Re : Section/s _____

I/We _____ confirm that, in terms of Section 37(2) of the Sectional Titles Act 95 of 1986 (as amended), I/We am/are liable for annual levies to the financial year end, being R_____ due to the Body corporate prior to the registration of transfer. Section/s _____ have been sold to _____ on _____.

In terms of the said sale agreement _____ hereby assumes my responsibility for annual levies and/or amounts due to _____ Body Corporate from the date of registration of transfer.

Signed and dated at _____ this _____ day of _____ 2005

(Seller)

(Witness)

(Witness)

I/We _____ confirm that in terms of Section 37(2) of the Sectional Titles Act of 1986 (as amended), I/We assume the Seller's obligation to pay such annual levies to _____ Body Corporate as and when they become payable as if I/We had been the registered owner/s when such levies were raised. I/We will also be liable for any interest, penalties and legal costs, if applicable, in respect of late payment of levies.

Signed and dated at _____ this _____ day of _____ 2005

(Purchaser)

(Witness)

(Witness)

Signed and accepted by the Body Corporate at _____ this _____ day of _____ 2005

(Trustee)

(Witness)

(Witness)