



info@mokopi.co.za | 083 672 6456

APPLICATION FROM THE LOCAL MUNICIPALITY TO OBTAIN THE SELLER/S REFUND ON THEIR BEHALF

Mokopi is not involved in the closing of Eskom account, transfer of prepaid meters or the closing of any other third-party accounts.

Name of Seller/s	
Identity Nr./s or Registration nr. (if juristic person)	
Contact Nr./s	
Email Address	
Future Postal Address	
Property Number	
Transferring Attorney Name & File Ref.	
Property Description	

I/we, the undersigned:

Hereby instruct and authorize **Mokopi** to take any/all measures and to sign any/all documents necessary to recover any amount owing to me/us as the Seller/s of the Property aforesaid, in respect of any accounts with the Ekurhuleni Metropolitan Municipality, City of Johannesburg Metropolitan Municipality, or City of Tshwane Metropolitan Municipality (both hereinafter referred to as "the Council") relating to the property mentioned herein and authorise **Mokopi** to obtain such refund on my/our behalf.

I/We understand that **Mokopi** will actively pursue my municipal account refund/s, and I/we acknowledge that the cost, scope of instruction, time frame, success of recovery and/or other consequences of this option have been explained to me/us and is limited to the agreed upon price per property transferred (as per quotation).

Account Name	Mokopi
Bank Name	FNB
Account Number	63136994133
Branch Code	250655



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I/we understand and accept that the scope of the instruction is limited as follows:

1. **Mokopi** will bring an application to the Council in the ordinary course for the client's refund.
2. Refunds from the Council may take up to 6-12 months to be paid out.
3. This limited service does not include updates as to status of the refund.
4. **Mokopi** will recover whatever refund is determined by the Council as due and owing, but do not accept on liability for the correctness of the amount so refunded. Please note that the council does not pay interest on refunds.
5. **There will be no refund due if abridged clearance figures (Section 118(1)) for only two years prior to transfer were paid. Please check this with your transferring attorney.**
6. If the client has made payments into the municipal account after transfer, this will delay the obtaining of the refund, unless the seller provides bank verified proof of payment/s for any such payment/s made, so that same can be provided to Council.
7. **Mokopi** further cannot obtain a refund and cannot be held liable for failure to do so where the Council has, subsequent to the issuing of the clearance figures/transfer of the property, reconciled the seller's account/s and determined that, notwithstanding the payment of the rates clearance figures, further amounts are owed by the seller/s to Council.
8. **Mokopi** may not be able to obtain refunds (or refunds of the correct, full amount owing) where there is a dispute between the seller/s and the Council in relation to any aspect of the billing to the seller's account/s, and where this is not resolved fully and properly before transfer.
9. Moreover, **Mokopi** may not be able to obtain a refund where the purchaser/s does not open her/her/its own water/electricity account/s.
10. **Mokopi** may not be able to obtain refunds (or refunds of the correct, full amount owing) where there is no proof of the meter readings upon the date of transfer of the property. In this instance, it is possible that the Council will pro-rata the consumption for the property. **Mokopi** accepts no responsibility for any loss suffered by the seller/s in this regard.
11. Any official of **Mokopi** is authorised to sign any/all documents and/or to depose any affidavit for the purposes of obtaining the refund.
12. The time it takes to obtain your refund may be delayed if the Council is prohibiting us from being able to take the necessary steps to cause your refund to be processed. This would be beyond our control.
13. Please bear in mind Council is also delayed when in loadshedding or offline status which happens on a regular basis.



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The “normal” refund process is as follows (where the Council is not delaying or prohibiting us in some way from taking the necessary steps to cause your refund to be processed):

Step 1#: A list of all registered matters are provided to City Council by the Deeds Office on a monthly basis. We are unable to apply for a refund, until the database has been updated. This takes approximately 30 days from date of registration of transfer.

Step 2#: We will deliver a letter from the transferring attorneys confirming date of registration of transfer, together with supporting documents. If the refund is not received within 6 weeks from date of delivery, we are obliged to log a query in terms of the Council’s Debt Collection and Credit Control Policy. Wait a minimum of 30 calendar days for a response.

Step 3#: If not received, **Mokopi** will escalate the query in terms of the Council’s Debt Collection and Credit Control Policy. Wait a minimum of 30 calendar days for a response.

Step 4#: If still not received, further escalation of the query will occur within the relevant departments of council.

Council Accounts received whilst your refund is being processed:

- You may receive these for several months after transfer of the property reflecting various balances.
- Please ignore these accounts and **do not make any payments under any circumstances**. You are, however, welcome to send your statements to **Mokopi** for record keeping purposes.
- The Council will, as part of the process of adjusting the account when processing the refund, reverse all charges billed incorrectly post transfer, including interest and VAT on such charges.
- If you are threatened by the Council for payment, contact us and we will submit the necessary documentation to the Council’s legal department.

Signed by the Seller/s (or the Seller/s duly authorised representative)

Date	
Seller One	
Seller Two	



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SPECIAL POWER OF ATTORNEY

I/we, the undersigned

Identity Number/s

Acting on behalf of (if applicable)

Do hereby nominate, constitute and appoint

Identity Number

Of **Mokopi** with power of substitution, as my lawful Agent in my name, place and stead, to act on my behalf in my name, place and stead before any municipal office, council, other public body or wherever else is necessary to, for a period of 6 (six) months from date of signature hereof, in respect of:

(“the Property”)



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1. To open or close an electricity and/or water account with the Municipality in relation to the Property; and
2. To communicate with any official of any municipality, council or public body in relation to the Property or any account in relation to the Property; and
3. Recover whatever refund is determined by the council as due and owing, **AND GENERALLY**, in effecting the purposes as aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as I might or could do if personally present and acting herein, ratifying, allowing and confirming, and promising and agreeing to ratify, allow and confirm all and whatsoever my said Agent shall lawfully do or cause to be done by virtue or these presents.

Signed at _____ on this _____ day of _____ 20_____.

Signatures	
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