

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG NORTH
HELD AT RANDBURG

Case No: **14056/2017**

In the matter between:

SAN RIDGE BODY CORPORATE

Plaintiff

and

YEOMAN PROPERTIES 110 CC

Defendant

CONDITIONS OF SALE

The property which will be put up to auction on the **10th** day of **November 2020** at **11h00** at 614 James Crescent, Halfway House is:

CERTAIN:	UNIT No. 134 as shown and more fully described on Sectional Plan SS. 319/2006 in the scheme known as San Ridge Village in respect of the land and building or buildings situate at SAN RIDGE VILLAGE, CORNER PAVAROTTI & CARRERA ROADS MIDRIDGE PARK, EXT 12, MIDRAND, City of Johannesburg Metropolitan Municipality, of which the floor area, according to the Sectional Plan, is 111 (ONE HUNDRED AND ELEVEN) SQUARE METRES in extent
MEASURING:	111 (ONE HUNDRED AND ELEVEN) SQUARE METRES
HELD BY:	CERTIFICATE OF SECTIONAL TITLE ST.131876/2006;
ZONED:	RESIDENTIAL
SITUATE AT:	UNIT NO. 134, SAN RIDGE VILLAGE, CORNER PAVAROTTI & CARRERA ROAD, MIDRIDGE PARK, EXT 12, MIDRAND
DESCRIPTION:	THE UNIT CONSISTS OF AN OPEN PLAN LOUNGE/ DINING ROOM, 2 BEDROOMS, KITCHEN, BATHROOM, TOILET.

THE SALE

1. The sale is conducted in accordance with the provisions of Section 66, Rule 43 and Rule 43A of the Magistrates' Court Act 32 of 1944 ("the Act"), as amended, as well as the provisions of the Consumer Protection Act, Act 68 of 2008, the Regulations promulgated thereunder and the "Rules of Auction", where applicable. These provisions may be viewed at www.acts.co.za and www.info.gov.za for the Regulations.
2. In these conditions, unless a contrary intention clearly appears, words importing any one gender shall include the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or otherwise) and vice versa.
4. The Plaintiff or his attorney shall, not less than ten days before the sale date, provide the Sheriff with a letter indicating the requirements of the Municipality with regard to the estimated outstanding rates and a letter of the Body Corporate or Home Owners Association, reflecting the estimated amount outstanding for levies and related charges as at the date of the sale.
5. (a) The Property may be sold subject to a reserve price as set by a Magistrate of the relevant Magistrate's Court with jurisdiction herein in terms of Rule 43A(8)(e) of the Act (if applicable) or subject to a reserve price as set by the relevant bondholder (if applicable) and/or to the highest bidder, provided that no bid less than R1000,00 in value of the preceding bid need be accepted by the sheriff of the Magistrate's Court and the sale currency shall be in South African Rands. In the event of a reserve price having been set by the relevant bondholder, the highest bid received will be referred to the relevant bondholder for ratification.

(b) Where the Sheriff or the Plaintiff or the Plaintiff's Attorneys suspect that a bidding party is either acting in bad faith or is unable to make payment of the purchase price, the Sheriff shall at the request of the Plaintiff or its Attorneys, stop the sale immediately and challenge the bidding party and refuse to accept such bid or the sheriff may accept such bid on condition that the bidding party satisfies the sheriff that he is acting in good faith and that he is willing and able to effect payment of the full purchase price and upon his failure to do so the property shall be re-auctioned and the sale shall commence de novo.
6. If any dispute arises about any bid the property may, at the discretion of the sheriff, again be put up to auction.

PURCHASE PRICE

7. The purchase price shall be paid as follows

- (a) 10% (ten percent) deposit in cash, immediate internet bank transfer into the sheriff's trust account or bank guaranteed cheque immediately on the property being knocked down to the purchaser. Should the purchaser fail to make such payment forthwith either in cash, bank transfer or by means of a cheque approved by the Sheriff, the auction shall be deemed not to have been concluded and the property may thereupon be immediately re-submitted for sale by auction amongst those present, and
 - (b) the balance of the purchase price together with interest thereupon at the rate of 11% per annum from date of signature hereof, subject to variation in terms of the rates charged by the Bondholder from time to time, reckoned from the date of sale, shall be paid in full or secured by means of a suitable bank guarantee issued by a financial institution acceptable to the plaintiff, within 21 (twenty-one) calendar days from the date of the sale (signature hereof), and furnished to the Sheriff.
8. Immediately after the sale, the purchaser shall sign these conditions of sale upon being requested by the Sheriff of the Magistrate's Court to do so. If he has bought the property *qua qualitate* he shall state the name of his principal and exhibit his written power of attorney and shall disclose the full names and addresses of the grantor and the persons so authorized. Failure to comply with this condition will render the person bidding to be personally responsible in terms of these conditions of sale.

COSTS OF TRANSFER

9. The purchaser shall be liable, in addition to the purchase price, for the payment of all the costs of registration of transfer of the property including but not limited to: (if applicable) transfer duty or VAT where applicable, revenue stamps, licenses, outstanding municipal loans, mortgage loan costs, all the plaintiffs attorneys' fees and disbursements, deeds office registration fees, outstanding rates and taxes levied by the local authority and generally all such amounts as may be payable to the local authorities for the purpose of obtaining a clearance certificate in terms of the local governance ordinance or any amendment thereof and all arrear levies and related charges and the interest thereon due and owing to the Body Corporate or Home Owners Association in full.
10. The purchaser shall make payment of the aforesaid costs within 7 (Seven) calendar days from the written request by the conveyancer for the payment thereof. The conveyancing process shall only commence once the above costs have been paid in full by the purchaser.

AUCTIONEERS COMMISSION

11. The purchaser shall be liable for the commission, payable to the Sheriff of the Magistrate's Court in respect of the sale and such commission shall be paid in cash, in addition to the deposit provided for in clause 7(a), immediately upon the property being knocked down to the purchaser.

10.1 Auction costs payable are calculated as follows:

6% (SIX PERCENT) on the first R 100 000 (ONE HUNDRED THOUSAND RAND), 3,5% (THREE COMMA FIVE PERCENT) on R 100 000.01 (ONE HUNDRED THOUSAND RAND AND ONE CENT) to R 400 000.00 (FOUR HUNDRED THOUSAND RAND) and 1.5% (ONE COMMA FIVE PERCENT) on the balance of the proceeds of the sale, subject to a maximum commission of R 40 000.00 (FOUR HUNDRED THOUSAND RAND) plus VAT if applicable in total and a minimum of R3 000.00 (THREE THOUSAND RAND) plus VAT - if applicable.

12. If the Sheriff of the Magistrate's Court or the Execution Creditor's attorney make any mistake in selling, such mistake shall not be binding upon one side or the other, but may be rectified. If the sheriff of the Magistrate's Court suspects that a bidder is unable to pay either the deposit referred to in clause 6(a) or the balance of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him and that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property may immediately be again put up for auction amongst those present.

VOETSTOOTS

13. The property is sold subject to any servitudes or conditions of title that may be registered against the property. The Plaintiff's Attorneys and the Sheriff of the Magistrate's Court give no warranty as to the state, condition or area of the property sold and the property is sold Voetstoots.

CERTIFICATES

14. The Purchaser agrees that there is no obligation on the Sheriff nor the plaintiff to furnish an electrical installations certificate of compliance issued under the regulation in terms of the Occupational health & Safety Act 85 of 1993. The Purchaser will be obliged, at his own cost, to obtain such certificate or any other certificate as may be required by law and applicable to the subject property, as from the date of occupation or registration of transfer, whichever is the earlier

POSSESSION

15. Possession of the property will only be given to the purchaser once all the arrear levies and related charges and interest thereon owing on the property to the Body Corporate or Home Owners Association have been paid in full.

16. From the date of signature hereof, in addition to the provisions of paragraph 9, the purchaser shall be liable for all municipal rates and taxes, consumption charges, insurance premiums and/or fees and levies and related charges payable on the property.
17. The purchaser shall not be entitled to make any alterations or additions to the property before the date of registration of transfer. The purchaser will have no claims whatsoever against the plaintiff arising out of any alterations or additions made to the property by the purchaser in the event of the cancellation or lapse of this agreement or in the event that the registration of transfer is for any reason unsuccessful.
18. All risks in regard to the property shall pass to the purchaser on the signature hereof.
19. If the property is leased, this agreement is entered into and subject to the rights of the tenant under any existing lease agreement, statutory of the common law.

BREACH

20. In the event of the purchaser being in breach of any of the terms or conditions contained herein and remains in default for 7 (seven) calendar days from date of dispatch of a written notice by e-mail, requiring the purchaser to remedy such breach, the plaintiff shall be entitled to and without prejudice to any other rights available in law proceed to have the sale cancelled by a magistrate in terms of the provisions of Rule 43 of the Magistrates Court Rules and the property may again be put up for sale.
21. In the event of the sale being cancelled as aforesaid, and in event of the deposit referred to in clause 7(a) having been paid, the purchaser shall forfeit for the benefit of the Plaintiff such deposit as rouwkoop.
22. In the event of the sale being cancelled as aforesaid, and in the event of the deposit, referred to in clause 7(a) hereof or part thereof not having been paid then the purchaser shall be liable to the Plaintiff in respect of an amount equal to the 10 % (ten percent) of the purchase price.
23. Notwithstanding anything to the contrary in these conditions the Plaintiff shall have the right to recover from the purchaser any loss whatsoever which it may sustain as a result of the breach by the purchaser of any of these conditions. Such loss shall be deemed to include but shall not necessarily be restricted to the amount by which the selling price to the purchaser exceeds the selling price obtained at any subsequent sale of the property by the sheriff of the Magistrate's Court and all costs of whatsoever nature relating to the sale and any subsequent sale of the property (save insofar as such costs may be recovered from any subsequent purchaser).

24. Should a *bona fide* error be committed by the Plaintiff's Attorneys or the Sheriff in respect of the execution of the Court Rules either in the attachment or the sale in execution of the property, this sale can be cancelled forthwith and the property put on for auction again. Such error shall not be binding on the Sheriff, the Plaintiff's Attorneys or the Plaintiff and neither the purchaser of the immovable property nor any other person shall have any claim whatsoever against the aforesaid parties.

PROHIBITON

25. The purchaser shall not, prior to the date of registration of transfer, be entitled to sell the property or to cede, assign or make over his rights in terms hereof, or to give notice of cancellation of an existing lease, without the written prior consent of the plaintiff.

JURISDICTION

26. For the purpose of resolving any dispute which may arise between the parties hereto, the parties consent to the jurisdiction of the Magistrates Court or any other court with jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrate's Court Act 32 of 1944 or any amendment thereof provided that the Plaintiff shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
27. In the event of the Plaintiff instructing its attorneys to institute any proceedings against the purchaser for payment of the purchase price, interest and any other monies due by the purchaser hereunder or for the performance by the purchaser of any of the terms and conditions herein, then the purchaser agrees that he shall be liable for and shall pay any such legal costs on the scale as between attorney and client.

TRANSFER

28. The transferring attorneys will be **Tonkin Clacey Inc. at 24 Baker Street, Rosebank, 2196** or such other attorney as nominated by the Plaintiff's Attorneys.

VARIATION

29. This agreement constitutes the whole and only agreement and no alteration and/or variation of this agreement shall be of any force or effect.

30. Any representations, warranties or undertakings made or given by any party hereto other than those contained herein shall be of no force or effect whatsoever.

WAIVER

31. Notwithstanding any express or implied provisions of this agreement to the contrary, any latitude or extension of time which may be allowed by the plaintiff in respect of any matter or thing that the purchaser is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the plaintiffs rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

DOMICILIUM

32. The purchaser chooses the address set out hereunder as his/her chosen *domicilium citandi et executandi* for all purposes including demands, notices and process.

DATED at Halfway House on this the 10th day of **November 2020**.

Sheriff Halfway House-Alexandra

I, Sheriff Halfway House-Alexandra hereby certify that today, the 10th day of November **2020** in my presence, the above property was sold by me by public auction for the sum of

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_____ to _____

Signed at **Halfway House** on this the 10th day of **November 2020**.

Sheriff Halfway House-Alexandra

I, the undersigned, residing at _____ in the district of _____ which shall be my *Domicilium Citandi et Executandi* (in the case of woman or previous names, marital status, whether in community of property or by ante nuptial contract, then the husband's full names) do hereby bind myself as the purchaser of the property to pay the purchase price and to comply with all the terms and conditions as set out in these conditions of sale. I furthermore warrant that the information contained in the Addendum hereto is true and correct.

Signed at Halfway House on this the 10th day of November 2020.

PURCHASER

ANNEXURE "A"**Purchaser's details:**

1. Full names: _____
2. Spouse's Full names: _____
3. Married/Divorced/Widowed/Single: _____
4. If married - Date: _____

(By Antenuptial Contract / Married in Community of Property)

5. Where married: _____

(husband's *domicilium citandi et executandi* at the time of the marriage)

6. Identity number: _____

7. Physical address (*domicilium citandi et executandi*):

8. Postal address: _____

9. Telephone numbers :

Home: _____ Work: _____

Telefax (if any): _____ Cell Number: _____

E-mail: _____

ANNEXURE "B"

POWER OF ATTORNEY