

IN THE HIGH COURT OF SOUTH AFRICA

[Insert relevant division of High Court and city]

CASE NO: **[Insert]**

In the matter between :

[Insert name of party]

Plaintiff

And

[Insert name of party]

Defendant

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE

The following property will be sold in execution at **[insert details]** on the **[insert day]**, day of **[insert month][insert year]**, by the Sheriff **[insert jurisdiction]**, **[insert physical address of sheriff]**.

Description of property:

[insert description of property]

Postal Address:

[insert postal address of property]

Improvements:

[insert improvements]

The sale shall be subject to the following conditions:

1. The property shall be sold by the sheriff of **[insert]** at **[insert details]** to the highest bidder without reserve/with a reserve price of **[insert amount]**.
2. The sale shall be for Rands, and no bid of less than R 1000 (one thousand rand) shall be accepted.
3. If any dispute arises about any bid the property may be again put up to auction.
4. If the auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties but may be rectified. If the auctioneer suspects that a bidder is unable to pay either the deposit referred to in condition 6 or the balance of the purchase price he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him 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 to auction.
5. The purchaser shall, as soon as possible after the sale, and immediately on being requested by the **[insert details]**, sign these conditions, and if he has bought qua qualitate, state the name of his principal.
- 6(a) The purchaser shall pay a deposit of ten per cent. of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by plaintiff's attorney, to be furnished to the sheriff within **[insert details]** days after the date of sale.

- (b) If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the plaintiff at the rate of **[insert rate of interest]** % p.a. and to the **[insert details]** bondholder at the rate of **[insert rate of interest]** % p.a. on the respective amounts of the award to the plaintiff and the **[insert details]** bondholder in the plan of distribution as from the expiration of one month after the sale to date of transfer.
7. Inasmuch as the defendant is a member of the **[insert details]** Group, no bids will be accepted by or on behalf of a person who is not a member of such Group, unless such person exhibits to the auctioneer at the sale a permit from the Minister of the Interior authorising him to acquire such property.
8. If the purchaser fails to carry out any of his obligations under the conditions of sale, the sale may be cancelled by a judge summarily on the report of the sheriff after due notice to the purchaser, and the property may again be put up for sale; and the purchaser shall be responsible for any loss sustained by reason of his default, which loss may, on the application of any aggrieved creditor whose name appears on the sheriff's distribution account, be recovered from him under judgment of the judge pronounced summarily on a written report by the sheriff, after such purchaser shall have received notice in writing that such report will be laid before the judge for such purpose; and if he is already in possession of the property, the sheriff may, on seven days' notice, apply to a judge for an order ejecting him or any person claiming to hold under him therefrom.

9. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges necessary to effect transfer, upon request by the attorney for the execution creditor.
10. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.
11. The purchaser may obtain transfer forthwith if he pays the whole price and complies with condition 9, in which case any claim for interest shall lapse, otherwise transfer shall be passed only after the purchaser has complied with the provisions of conditions 6 and 9 hereof.
12. The sheriff may demand that any buildings standing on the property sold shall be immediately insured by the purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the whole price has not been paid: and if he does not do so, the sheriff may effect the insurance at the purchaser's expense.
13. The property is sold as represented by the title deeds and diagram, the sheriff not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.
14. The execution creditor shall be entitled to appoint an attorney to attend to transfer.

DATED AT **[insert place]** on this the **[insert day]** day of **[insert month]** **[insert year]**.

Sheriff of the high court

[insert jurisdiction]

I hereby certify that today the **[insert day]** day of **[insert month]** **[insert year]** in my presence, the hereinbefore-mentioned property was sold for R **[insert amount]** to:

Details of purchaser

[insert full name]

[insert identification number]

[insert street address]

Details of agent (where sale "qua qualitate")

[insert full name]

[insert identification number]

I, the undersigned, the above Purchaser/agent for Purchaser do hereby bind myself as the Purchaser of the above property and to pay the purchase price and to perform all and singular conditions mentioned above, acknowledging that the said street address of

the Purchaser is deemed to be the domicilium citandi et executandi of the Purchaser and of the said agent for all purposes hereunder.

PURCHASER (Agent of the Purchaser) such agent binding himself as surety and co-principle debtor with the Purchaser in respect of all of the obligations of the Purchaser under these conditions or arising from or incidental thereto).