

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EDEN
HELD AT HEIDELBERG**

CASE No. 143/2021

In the matter between

HESSEQUA MUNICIPALITY

APPLICANT

and

FRANKLIN EBEN ESAU (ID 8108255121082) 1st RESPONDENT
CARMEN BENEDETH ESAU (ID 7908011040083) 2nd RESPONDENT

CONDITIONS OF SALE

The following immovable property shall be put up for auction on **THURSDAY, 29 AUGUST 2024** at **11h00** :

CERTAIN : ERF 4038, LANG STREET, SLANGRIVIER in the PROVINCE OF THE WESTERN CAPE

EXTENT : 600m² (SIX HUNDRED SQUARE METRE)

HELD BY : DEED OF TRANSFER NUMBER T6152/2018

This property is an undeveloped erf.

The sale shall be subject to the following conditions : -

1. The sale shall be conducted in accordance with the provisions of Rule 43 of the Magistrates' Court Rules and all other applicable law.

2. The property will be sold by Mr Willie van Rensburg of Home & Hectare Real Estate on the premises, ERF 4038, LANG STREET, SLANGRIVIER in the Western Cape Province to the highest bidder.
3. The municipal valuation of this property is R35000.00 (thirty five thousand rand).
4. The sale will take place in rands and no bid for less than the municipal valuation (plus VAT) will be accepted.
5. If any dispute arises about any bid, the property may again be put up for auction.
 - (a) 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 satisfies him that such bidder is in a position to pay both such amounts. On the refusal of a bid under circumstances the property may immediately again be put up for auction.
 - (b) If a *bona fide* fault was made by either the Attorney of the Plaintiff, the Sheriff or the Auctioneer in the performance in terms of the Court rules regarding the attachment or sale in execution of the property, the sale can be cancelled and the property put up for auction again. Such fault will not be binding to neither the Auctioneer nor the Attorney of the Plaintiff nor the Sheriff nor the Plaintiff and may neither the purchaser nor any other person have a claim on the aforementioned parties.

6. The purchaser shall as soon as possible after the sale and immediately on being requested by the Auctioneer, sign these conditions and if the purchaser purchases in a representative capacity, the purchaser shall disclose the name of the principal or person on whose behalf the property is being purchased.
7. (a) The purchaser shall pay to the Auctioneer a deposit of 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale. The balance of the purchase price shall be paid against transfer and shall be secured by a guarantee issued by a financial institution approved by the execution creditor or his or her attorney, and shall be furnished to the Attorney of the Plaintiff within fourteen days after the date hereof.

(b) The purchaser shall pay the Auctioneer's commission of 5% of the purchase price in cash directly after the auction to the Auctioneer.
7. Should the purchaser be in default to any of these purchase conditions, the sale may be cancelled by a Magistrate on the ground of a report from the Auctioneer and after proper notice to the purchaser and can the property again be put up for auction. The purchaser is responsible for all losses due to his default and can the claim of an aggrieved plaintiff on the distribution list of the Auctioneer be recovered from him by summary judgment by the Magistrate on the ground of the report by the Auctioneer.
- 8 The purchaser is responsible for the payment of the Auctioneer's commission, transfer duties, plus VAT and all other expenses necessary, on request of the Attorney of the Plaintiff.

- 9 The purchaser can take possession of the property immediately after payment of the first deposit and will after payment thereof be held on the risk and to benefit of the purchaser. Neither the Plaintiff nor the Auctioneer guarantees *Vacua Possessio* of the property. Any legal action necessary to get *Vacua Possessio* must be instituted by the purchaser and for his own cost.

- 10 The purchaser can get immediate conveyance when the full purchase price is paid and the requirements in condition 8 is met in which case any claim for interest will lapse. Otherwise conveyance will be given after the requirements set out in Conditions 6 and 8 are met.

- 11 The Plaintiff or Auctioneer gives no warranty as to the state of the property sold. The property is sold in accordance with the Title Deed and diagrams, if any, and neither the Plaintiff nor the Auctioneer warrants the area thereof. They shall not be liable for any deficiency thereon, nor shall the Plaintiff or the Defendant be entitled to benefit by any excess which may exist. The property is further sold in accordance with the conditions and servitudes, if any, set forth in the original and subsequent Deeds of Transfer and to all such other conditions as may exist in respect thereof.

- 12 The Plaintiff is entitled to appoint an attorney to handle the transfer.

- 13 Should the sale be declared nul and void for what ever reason, would neither the Auctioneer nor the Plaintiff and/or his representative be held responsible for any loss or damage resulted by such a cancellation.

SIGNED AT..... on

.....
AUCTIONEER : W VAN RENSBURG
HOME & HECTARE REAL ESTATE

PURCHASER'S PARTICULARS

- 1. FULL NAMES :
- 2. IDENTITY NUMBER :
- 3. SPOUSE'S FULL NAMES :
- 4. SPOUSE'S IDENTITY NUMBER :
- 5. MARRIED / DIVORCED / SINGLE :
- 6. IF MARRIED
 - 6.1 BY ANTENUPTIAL CONTRACT / IN COMMUNITY OF PROPERTY (if purchaser is married in community of property, the spouse must also sign the Conditions of sale)
 - 6.2 DATE OF MARRAIGE :
 - 6.3 PLACE OF MARRAIGE :
- 7. PHYSICAL ADDRESS (*domicilium citendi et executandi*) :
.....
.....
- 8. POSTAL ADDRESS :
- 9. TELEPHONE NO. (h) (w)
- 10. E-MAIL ADDRESS :
- 11. INCOME TAX NO.

I, W. VAN RENSBURG, THE AUCTIONEER OF HOME & HECTARE REAL ESTATE, HEREBY CERTIFY THAT THE UNDEVELOPED ERF 4038, LANG STREET, SLANGRIVIER, PROVINCE OF THE WESTERN CAPE, WAS SOLD IN MY PRESENCE TO :

.....
THE PURCHASE PRICE (PLUS VAT) IS R.....

THE DEPOSIT OF R..... WAS PAID TO THE
AUCTIONEER ON

THE AUCTIONEER'S COMMISSION TO THE AMOUNT OF R.....
WAS PAID TO THE AUCTIONEER ON

.....
AUCTIONEER : W VAN RENSBURG
HOME & HECTARE REAL ESTATE

I,
IDENTITY NUMBER.....
TELEPHONE / CELLPHONE NUMBER
RESIDING AT
(WHICH I CHOOSE AS MY *DOMICILIUM CITANDI ET EXECUTANDI*
ADRESS), COMMIT MYSELF, AS THE PURCHASER OF THE ABOVE
PROPERTY, TO PAY THE FULL PURCHASE PRICE (PLUS VAT) AND TO
SATISFY THE ABOVEMENTIONED CONDITIONS.

.....
PURCHASER

.....
DATE