

IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)

**COPY**

Case No: 20773/2016

In the matter between:

**STANDARD BANK OF SOUTH AFRICA LIMITED** PLAINTIFF/EXECUTION CREDITOR

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA  
2017 -05- 0 8  
T. G. MALELE  
REGISTRAR'S CLERK  
GRIFFIER VAN DIE HOË HOF VAN SUID AFRIKA GAUTENG AFDELING, PRETORIA

and

**ADRIAN MITCHELL FARRAR**  
(ID NO. 550802 5198 18 2)

FIRST DEFENDANT/EXECUTION DEBTOR

**RYNETTE FARRAR**  
(ID NO. 660801 0027 08 8)

SECOND DEFENDANT/EXECUTION DEBTOR

**WRIT OF ATTACHMENT - IMMOVABLE PROPERTY**

TO: **THE SHERIFF OF THE HIGH COURT**

**WHEREAS** the Above Honourable Court granted orders on **4 October 2016** and **7 April 2017** against the Defendants in favour of the Plaintiff for payment of:

1. Payment of the sum of **R 2 868 027,37**;
2. Interest thereon at the rate of **7.75%** per annum, calculated daily and compounded monthly in arrears from **14 January 2016** to date of payment, both dates inclusive;
3. An order declaring the following immovable property specially executable in favour of the Plaintiff:

**ERF 289 MEYERSDAL NATURE ESTATE EXTENSION 2 TOWNSHIP  
REGISTRATION DIVISION I.R PROVINCE OF GAUTENG  
MEASURING 2820 (TWO THOUSAND EIGHT HUNDRED AND TWENTY)  
SQUARE METRES  
HELD BY DEED OF TRANSFER NO T054441/2006  
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.**

**(According to the Local Authority better known as 1 Lourie Close,  
Meyersdal Nature Estate Extension 2 and being the Defendants' chosen  
domicilium address as designated in the Mortgage Bonds.)**

4. An order in terms of Rule 46 to authorise the Registrar to issue a Writ of Attachment against the immovable property to obtain an attachment over the property and an ultimate Sale in Execution;
5. Costs of suit on Attorney and own Client scale as provided for in paragraph 2.4 of the Mortgage Bond; and
6. Further and /or alternative relief.

**NOW THEREFORE** you are hereby directed to attach and take into execution the immovable property of the Defendants:-

**ERF 289 MEYERSDAL NATURE ESTATE EXTENSION 2 TOWNSHIP  
REGISTRATION DIVISION I.R PROVINCE OF GAUTENG  
MEASURING 2820 (TWO THOUSAND EIGHT HUNDRED AND TWENTY)  
SQUARE METRES  
HELD BY DEED OF TRANSFER NO T054441/2006  
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.**

(According to the Local Authority better known as 1 Lourie Close, Meyersdal Nature Estate Extension 2 and being the Defendants' chosen domicilium address as designated in the Mortgage Bonds.)

And to cause to be realised therefrom the sum as mentioned above together with the costs hereof and of any prior writs and your charges in and about the same, and thereafter to dispose of the proceeds thereof in accordance with Rule of Court No. 46.

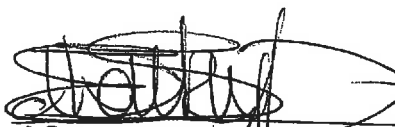
**BE PLEASED** to inform the Defendants further that a party dissatisfied with a Judgment or Warrant granted or directed given by the Registrar may after the Defendants have acquired knowledge of such Judgment, Warrant or direction, set the matter down for reconsideration by the Court.

**FURTHER** to pay the said Plaintiff or its attorneys, the sum or sums due to the Defendants with the costs as abovementioned, and for your so doing, this shall be your Warrant.

**AND** return this Warrant what you have done thereupon.

SIGNED at PRETORIA this 8<sup>th</sup> day of May 2017.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA/GAULTENG DIVISION, PRETORIA PRIVATE BAG/PRIVAATSAK X67 PRETORIA 0001 2017-05-08 THE REGISTRAR OF THE HIGH COURT GRIFFIER VAN DIE HOË HOF VAN SUID AFRIKA GAULTENG AFDELING, PRETORIA
---

  
**LGR INCORPORATED**  
 ATTORNEYS FOR THE PLAINTIFF  
 1ST FLOOR, SILVER WELL RETAIL & OFFICE PARK,  
 27 GRAHAM ROAD  
 SILVER LAKES  
 PRETORIA

DOCEX 351  
PO BOX 2766  
PRETORIA  
0001  
TEL: (012) 817 4600  
FAX: (012) 817 4613  
**REF: N. STANDER/LF/IB000294**  
**C/O MACINTOSH CROSS & FARQUHARSON ATTORNEYS**  
834 PRETORIUS STREET  
ARCADIA  
PRETORIA  
PO BOX 158  
PRETORIA  
0001  
TEL: (012) 323 1406  
FAX: (012) 326 6390



" B "

CASE NO: 20773/2016

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA

PRETORIA 4 OCTOBER 2016

BEFORE THE HONOURABLE MADAM JUSTICE NEUKIRCHER (AJ)

In the matter between:

STANDARD BANK OF SOUTH AFRICA LTD

Plaintiff

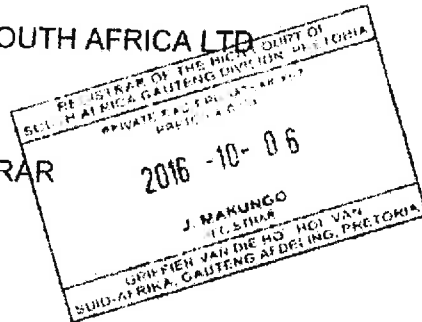
And

ADRIAN MITCHELL FARRAR  
ID: 550802 5198 18 2

1<sup>st</sup> Defendant

RYNETTE FARRAR  
ID: 660801 0027 08 8

2<sup>nd</sup> Defendant



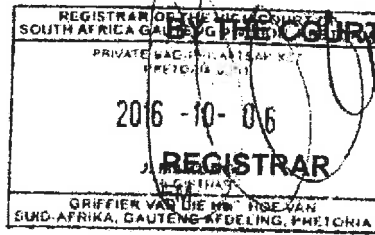
HAVING HEARD counsel for the plaintiff and having read the summons and other documents filed

**SUMMARY JUDGMENT** in favour of the plaintiff against the defendants jointly and severally, the one paying the other to be absolved for:

1. Payment of the sum R2 868 027,37.
2. Interest thereon at the rate of 7.75% per annum, calculated daily and compounded monthly in arrears from 14 January 2016 to date of payment, both dates inclusive.
3. Prayers 3 and 4 are postponed sine die.

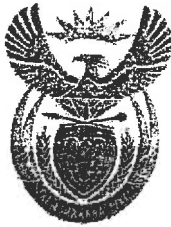
BBM

4. Costs of suit on attorney and own client scale as provided for in paragraph 2.4 of the mortgage bond.



At: LGR INC.

BD 4



"C"

CASE NO: 20773/2016

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA

PRETORIA 07 APRIL 2017  
BEFORE THE HONOURABLE MR JUSTICE TUCHTEN

In the matter between:

STANDARD BANK OF SOUTH AFRICA LIMITED

PLAINTIFF

AND

ADRIAN MITCHELL FARRAR  
ID. 550802 5198 18 2  
RYNETTE FARRAR  
ID. 660801 0027 08 8

1<sup>ST</sup> DEFENDANT

2<sup>ND</sup> DEFENDANT

HAVING read the documents filed of record, heard counsel and considered the matter:

IT IS ORDERED THAT: RULE 46(1)(a)(ii)

AA. An order declaring the property described as:

ERF 289 MEYERSDAL NATURE ESTATE EXTENSION 2 TOWNSHIP  
REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG  
MEASURING 2820 (TWO THOUSAND EIGHT HUNDRED AND TWENTY)  
SQUARE METRES  
HELD BY DEED OF TRANSFER NO. T054441/2006  
SUBJECT TO THE CONDITIONS THEREIN CONTAINED, specially executable.

BB. An order in terms of Rule 46 to authorise the Registrar to issue a Writ of Attachment against the immovable property to obtain an attachment over the property and an ultimate sale in execution.

CC. Costs of suit on attorney and own client scale as provided for in paragraph 2.4 of the Mortgage Bonds.

2017 -04- 3  
SUID AFRICA GAUTENG  
BY THE COURT  
REGISTRAR

HH  
Attorney: N STANDER LGR INC

**HIGH COURT OF SOUTH AFRICA**  
**In the NORTH GAUTENG HIGH COURT, PRETORIA**

"D"

In the matter between:

STANDARD BANK OF SOUTH AFRICA

and:

ADRIAN MITCHELL FARRAR

and:

7/12/2018

Case No - Saak No

20773/2016

Execution Creditor

1st Execution Debtor

Return in accordance with the provisions of the Supreme Court Act 59 of 1959, as amended

You are hereby informed that being ERF 289 MEYERSDAL NATURE ESTATE EXT 2 TOWNSHIP ALSO KNOWN AS 1 LOURIE CLOSE, MEYERSDAL NATURE ESTATE, EXT 2 has been sold in execution on the 31.01.2018 at 10H00 to ( MR S COETZEE ) for the amount of R 4 850 000.00. Deposit R 485 000.00 commission R 40 000.00 and vat R 5 600.00 has been paid in full and held in trust as per your condition of sale. the warrant remain in my possession pending transfer of the porpery. Kindly proceed with transfer.

Sheriff Fees Baljugelede	Date Datum	02.02.2018	Tax Invoice Number Belastingfaktuur Nr.	I 9621	
Description.....	Qty	Vat	Amount	Description..... Qty Vat Amount	
REGISTRATION	1	1.40	10.00	EMAIL CORRESPONDENCE	4 8.40 60.00
RETURN	1	4.69	33.50	VAT - BTW	110.95
VERIFY PUBLICATION SALE	1	13.09	93.50		
Sheriffnet Fee	1	2.10	15.00		
PERUSAL OF DOCUMENTS	1	7.84	56.00		
COST OF COPY	1	0.56	4.00		
SALE NOTICE NOTICE BOARD	2	9.38	67.00		
TRAVELLING	46	32.20	230.00		
Telephone Call Attend	5	8.40	60.00		
Telephone Call	7	19.60	140.00		
GIVING TRANSFER	1	3.29	23.50		

*(Signature)*  
 I Burton  
 Sheriff - Balju  
**Ian Burton**  
 Sheriff - Balju  
 Palm Ridge  
 P O Box 157  
 Alberton  
 1449  
 Tel: 011 907 1040  
 Fax: 011 907 0123  
 iburton@sheriffpalmridge.co.za  
Payments:  
 Bank: FNB  
 Name: Sheriff Palm Ridge  
 Business Account  
 BrCode: 250655  
 AccNo: 62707827559

VAT Reg No. BTW Reg Nr.	4840278875	You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling	Total Totaal	903.45
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LOUW GENIS & RAJOO INC DOCEX 351 PRETORIA	Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 111521/Susan/1	1566 VatReg IB000294/LAURELF/N S
Registrar: In the NORTH GAUTENG HIG		

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012



"E"

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NO: 2018/15361

P/H NO: 0

JOHANNESBURG, 15 October 2018

BEFORE THE HONOURABLE JUDGE TSOKA

13000294

In the matter between:-

**THE STANDARD BANK OF SOUTH AFRICA LIMITED Applicant**

and

**THE SHERIFF OF PALM RIDGE  
COETZEE STEFFEN  
MOKOENA MAHLODI  
MOKOENA CRISJAN WILLIAM  
FARRAR MITCHELL ADRIAN  
FARRAR RYNETTE**

**1<sup>st</sup> Respondent  
2<sup>nd</sup> Respondent  
3<sup>rd</sup> Respondent  
4<sup>th</sup> Respondent  
5<sup>th</sup> Respondent  
6<sup>th</sup> Respondent**

*HAVING read the documents filed of record and having considered the matter:-*

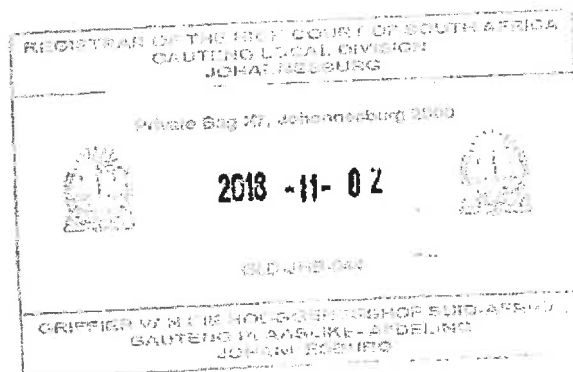
**IT IS ORDERED THAT:-**

1. Draft Order marked "X" signed and dated 15 October 2018 is made an Order of Court.

**BY THE COURT**



**REGISTRAR  
/rek**



**IN THE HIGH COURT OF SOUTH AFRICA**  
**(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

On this 15th day of October 2018 before the Honourable

Judge Tsoka J

CASE NUMBER: 15361/2018

In the matter between:

**THE STANDARD BANK OF SOUTH  
AFRICA LIMITED**

Applicant

and

**THE SHERIFF OF  
PALM RIDGE**

1<sup>st</sup> Respondent

**COETZEE, STEFFEN**

2<sup>nd</sup> Respondent

**MOKOENA, MAHLODI**

3<sup>rd</sup> Respondent

**MOKOENA, CRISJAN WILLIAM**

4<sup>th</sup> Respondent

**FARRAR, MITCHELL ADRIAN**

5<sup>th</sup> Respondent

**FARRAR, RYNETTE**

6<sup>th</sup> Respondent

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**DRAFT ORDER**

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**HAVING** read the documents filed of record and heard counsel for the Applicant and the 6<sup>th</sup> Respondent who appeared in person, representing herself and the 5<sup>th</sup> Respondent and having considered the matter, an order is made in the following terms:

1. it is declared that the sale in execution of the property by way of public auction, known and described as Erf 289 Meyersdal Nature Estate, Extension 2, Alberton, Registration Division I.R., The Province of Gauteng, measuring 2820 square metres in extent and physically situated at 1 Lourie Close,

Meyersdal Nature Estate Extension 2, held by the Fifth and Sixth Respondents under Deed of Transfer T54441/2006 ("the immovable property"), which took place and was conducted by the First Respondent on 31 January 2018, at 14h00, and in terms whereof the immovable property was sold to the Third and Fourth Respondents ("the first sale in execution"), is valid and has binding force.

2.1 the First Respondent is directed to present the conditions of sale which were settled by the First Respondent in respect of the sale in execution of the immovable property on 31 January 2018 ("***the conditions of sale***"), a copy of which is hereunto annexed marked "X", to the Third and Fourth Respondents for signature. For the avoidance of doubt, the conditions of sale which the First Respondent is directed to present for signature to the Third and Fourth Respondents:

2.1.1 is to be completed by the First Respondent in respect of those portions of the conditions of sale which required completion by the First Respondent upon the fall of the hammer of the first sale in execution, so as to reflect the position in respect of the first sale in execution which presented at the time of the fall of the hammer in the first sale in execution.

2.1.2 In this regard the First Respondent is directed to complete paragraphs 4.8.1 and 4.8.2 as well as paragraph 10 of the conditions of sale and the details immediately following upon paragraph 12.3 as they applied on the fall of the hammer.

- 2.2 the Third and Fourth Respondents are directed to sign the conditions of sale;
- 2.3 the Third and Fourth Respondents are directed to comply with the conditions of sale with effect from the date of service (on the Third and Fourth Respondents) of this order granted by this Honourable Court declaring the first sale in execution as valid and binding and in the manner, form and time periods set out in the said conditions of sale, save that the time periods provided therein and compliance with the conditions of sale shall run from the date of service of this order upon the Third and Fourth Respondents;
- 2.4 In the event that the Third and Fourth Respondents, do not comply with the conditions of sale within the time periods as set out in the conditions of sale within the time periods referred to in paragraph 2.3 above ("**non compliance**"). the First Respondent is directed to bring the necessary application as contemplated under Uniform Rule of Court 46(11) within 14 days of the non compliance by the Third and Fourth Respondents to have the first sale in execution set aside together with the consequences ancillary thereto and arising from such cancellation;
- 2.5 the First Respondent is directed to refund:
- 2.5.1 the deposit and commission paid by the Second Respondent in consequence of the ostensible sale of the immovable property to the Second Respondent at 17h00 on 31 January 2018 in terms of the second sale in execution (which has been found to be invalid

and of no force or effect, in terms of paragraph 3 below);

2.5.2 all other amounts paid by the Second Respondent to the First Respondent in his purported performance of the second auction sale.

3. the sale in execution of the immovable property by way of public auction, which took place and was conducted by the First Respondent on 31 January 2018 and at 17h00, and in terms whereof the immovable property was sold to the Second Respondent ("the second sale in execution") is declared to have been invalid and of no binding force.
4. the Fifth and Sixth Respondents are directed to pay the costs of this application.

**BY THE COURT**

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**REGISTRAR**

**ATTORNEY FOR THE APPLICANT  
LGR INCORPORATED  
TEL: 082 850 9634  
FAX: (012) 808 3653  
E-MAIL: nstander@lgr.co.za  
REF. N STANDER/MA/1B000294**

"F" 1

**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)**

CASE NO: 20773/2016

In the matter between:

**STANDARD BANK OF SOUTH AFRICA LIMITED  
(REG NO: 1962/000738/06)**

**PLAINTIFF**

and

**ADRIAN MITCHELL FARRAR  
(IDENTITY NUMBER: 550802 5198 18 2)**

**FIRST DEFENDANT**

**RYNETTE FARRAR  
(IDENTITY NUMBER: 660801 0027 08 8)**

**SECOND DEFENDANT**

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**CONDITIONS OF SALE IN EXECUTION  
OF IMMOVABLE PROPERTY**

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**DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE**

The property which will be put up to auction on the **31<sup>st</sup>** day of **January 2018** at **14h00** by the Sheriff of the High Court Palm Ridge at 68 8<sup>th</sup> Street, Alberton North, consists of:

CERTAIN:                      ERF 289. MEYERSDAL NATURE ESTATE  
EXTENSION 2 TOWNSHIP

SITUATED:                    1 LOURIE CLOSE, MEYERSDAL NATURE ESTATE  
EXTENSION 2, ALBERTON, 1449

REGISTRATION DIVISION:    I.R., THE PROVINCE OF GAUTENG

MEASURING:

2820 (TWO THOUSAND EIGHT HUNDRED AND TWENTY) SQUARE METRES

AS HELD BY THE DEFENDANTS UNDER DEED OF TRANSFER NUMBER T54441/2006.

THE PROPERTY IS ZONED: RESIDENTIAL

**THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:-**

**1. THE SALE**

- 1.1. The sale is conducted in accordance with the provisions of Rule 46 of the Uniform Rules of the High Court, as amended, as well as the provisions of the Consumer Protection Act, no 68 of 2008, the Regulations promulgated thereunder and the "Rules of Auction", where applicable. These provisions may be viewed at [www.acts.co.za](http://www.acts.co.za) (the Act) and [www.info.gov.za](http://www.info.gov.za) (the Regulations).
- 1.2. The headings to the clauses are for the purposes of convenience and reference only, and shall not be used in the interpretation of, nor modify, nor amplify the conditions of this sale nor any clause. 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.
- 1.3. The property shall be sold by the sheriff to the highest bidder subject to such reserve price, if any, as may be stipulated by a preferent creditor or local authority in terms of Court Rule 46(5)(a).
- 1.4. The Plaintiff shall from date of sale be deemed to have accepted the benefits herein confirmed upon the Plaintiff.

## 2. MANNER OF SALE

- 2.1. The sale shall be for South African Rands and no bid of less than R1000.00 (one thousand Rand) in value above the preceding bid will be accepted.
- 2.2. The execution creditor shall be entitled to cancel the sale at any stage before the auction has commenced. The execution creditor shall be entitled to bid at the auction.
- 2.3. If any dispute arises about any bid, the property may, at the discretion of the Sheriff, immediately again be put up for auction.
- 2.4. If the Sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but shall be rectified immediately. If the Sheriff suspects that a bidder is unable to pay either the deposit 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 again be put up for auction.
- 2.5. Should a bona fide error be committed by the Plaintiff's attorney or the Sheriff in respect of the execution of the Court rules either in the attachment or sale in execution of the property, this sale can be cancelled forthwith and the property be put up for auction again. Such error shall not be binding on the sheriff or the Plaintiff's attorneys, or the Plaintiff and neither the purchaser of the



property or any other person shall have any claim whatsoever against the aforesaid parties.

### 3. OBLIGATIONS OF PURCHASER AFTER AUCTION

- 3.1 The purchaser shall, as soon as possible after the Sheriff announces the completion of the sale by the fall of the hammer, or in any other customary manner, immediately on being requested by the Sheriff sign these conditions of sale.
- 3.2 If the purchaser has bought as an agent for a principal then the sale will also be subject to the following conditions:
  - 3.2.1 The principal's address as furnished by the purchaser shall be the address as chosen by the principal as his/her address for the service of all forms, notices and documents in respect of any legal proceedings which may be instituted by virtue hereof (*domicilium citandi et executandi*).
  - 3.2.2 If the principal is not in existence at the time of the auction the purchaser shall be the contracting party.
- 3.3 In the event of the purchaser being a Company, Close Corporation or a Trust, a Trustee/Trustees, or any person acting in a representative capacity, then the person signing these conditions of sale shall be deemed to have bound himself/herself/themselves as surety(ies) and co-principal debtor(s) for all the obligations of the purchaser (and, if applicable, jointly and severally with any other persons signing these conditions of sale on behalf of the purchaser), such surety(ies) hereby renouncing the benefits of excussion and division, no value received and errors in calculation, the

effect of which he/she/they acknowledges himself/ herself/ themselves to be aware.

- 3.4 The purchaser shall not be entitled to nominate a third party to obtain transfer of the property in his/her/its stead. This clause may not be overruled by adding the words "or *nominee*" or similar wording to the signature of the purchaser or anywhere else.
- 3.5 If the Purchaser is married in community of property such Purchaser shall furnish the Sheriff with the written consent of the other spouse, as required in terms of Section 15(1)(g) of the Matrimonial Property Act 88 of 1984, within 48 hours of the signature of the conditions of sale.
- 3.6 the purchaser shall on demand sign all necessary transfer and ancillary documents with the transferring attorneys.

#### 4 **CONDITIONS OF PAYMENT**

- 4.1 The purchaser shall on completion of the sale, pay a deposit of 10% of the purchase price immediately on demand by the sheriff.
- 4.2 Payment shall be made in cash, by bank guaranteed cheque or by way of an electronic transfer, provided that satisfactory proof of payment is furnished immediately on demand to the sheriff.
- 4.3 Should the purchaser fail to pay the deposit and the sheriff's commission on completion of the sale, then the sale shall be

null and void and the Sheriff may immediately put the property up for auction again.

- 4.4 The balance of the purchase price shall be paid to the Sheriff against transfer and shall be secured by a bank guarantee, to be approved by the plaintiff's attorney, which shall be furnished to the Sheriff within 21 days after the date of sale. Should the purchaser fail to furnish the sheriff with a bank guarantee within 21 days after the date of sale, the sheriff may in his/her sole discretion grant the purchaser a 5 day extension within which to provide the required bank guarantee. Should the Purchaser fail to furnish the sheriff with a bank guarantee, which is approved by the Plaintiff's attorney, within the required time, the sale may be cancelled.
- 4.5 The deposit will be deposited immediately by the sheriff into a trust account held in terms of Section 22 of the Sheriffs Act 90 of 1986.
- 4.6 If the transfer of the property is not registered within 1 month after the date of the sale, the purchaser shall be liable for payment of interest at the rate of **7,750%** Nominal Annual Compounded Daily to the Plaintiff, and to any other bondholder at the rate due to them, on the respective amounts of the award in the plan of distribution, as from the expiration of 1 (one) month after the sale to date of transfer.
- 4.7 The purchaser shall be responsible for payment of all costs and charges necessary to effect transfer, including but not limited to conveyancing costs, transfer duty or VAT attracted by the sale and any Deeds Registration Office levies. The

purchaser shall further be responsible for payment, within 7 days after been requested to do so by Plaintiff's attorney:

4.7.1 of all amounts required by the Municipality for the issue of a clearance certificate in terms of section 118(1) of the Local Government Municipal Systems Act, No.32 of 2000, to the effect that all amounts due in connection with immovable property for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for the certificate have been fully paid; and

4.7.2 of all levies due to a Body Corporate in terms of section 37 of the Sectional Title Act, No.95 of 1986 or Home Owners Association.

4.8 The purchaser is hereby informed of the following charges:-

4.8.1 Arrear rates and taxes, estimated at R .....

4.8.2 Arrears charges payable in terms of the Sectional Titles Act, Act 95 of 1996, estimated at R .....

The Sheriff and the Purchaser note that the amount set forth in this clause are an estimate only. Neither the Sheriff nor the execution creditor warrants the accuracy of this estimate. The Purchaser shall not be able to avoid its obligations hereunder, nor will it have any claims against the Sheriff or the execution creditor, arising out of the fact that the arrear rates and taxes and arrear charges payable in terms of the

Sectional Titles Act no. 95 of 1986 are greater than the estimated charges set forth herein. The actual amounts owing in respect of arrear rates and taxes or arrears charges payable in terms of the Sectional Titles Act, 95 of 1996 must be paid by the Purchaser within 7 days after being requested to do so by the attorney attending to the transfer.

- 4.9 The Purchaser shall, immediately on demand by the sheriff, pay the Sheriff's commission as follows:
- 4.9.1 6% on the first R 100 000.00 of the proceeds of the sale, and
  - 4.9.2 3.5% on the proceeds of sale exceeding R 100 000.00, but limited to R 400 000.00, and
  - 4.9.3 1.5% on the balance thereof,
  - 4.9.4 Subject to a maximum commission of R40 000.00 plus VAT and a minimum of R 3 000.00 plus VAT.
- 4.10 If the purchaser pays the whole purchase price and complies with conditions 4.1, 4.7, 4.8, and 4.9, within 21 days from the date of sale any claim for interest shall lapse, otherwise transfer shall be passed only after the purchaser has complied with the provisions of conditions 4.1, 4.4, 4.7, 4.8 and 4.9 hereof.
- 4.11 In the event that the purchaser being the execution creditor who is also a consumer exempted in terms of Section 5(2)(b) from the provisions of the Consumer Protection Act, 68 of 2008, the execution creditor shall be required to pay the commission set out in the clause 4.9, without demand, within

7 days. Such execution creditor shall not be required to make any deposit nor furnish a guarantee as provided for in terms of 4.1 and 4.4, except insofar as the purchase price may exceed the total amount as set out in the warrant of execution. The difference between the purchase price and the total amount as set out in the warrant of execution, plus interest as provided for in 4.6, is to be paid or secured to the sheriff within 21 days from the date of sale, without demand. Such execution creditor shall at the date of registration of transfer provide the sheriff with satisfactory proof that the defendant's account has been credited accordingly.

## **5. COMPLIANCE CERTIFICATES**

- 5.1 The purchaser shall at his/her own cost obtain a valid electrical installations certificate of compliance and test report, in the prescribed format, as provided for in the Electrical Installation Regulations, 2009, issued in terms of the Occupational Health and Safety Act, 1993. The purchaser agrees that this undertaking relieves the Sheriff and the Plaintiff from any duty that may be imposed upon either or both of them in terms of Section 10 of the Occupational Health and Safety Act, 1993. The purchaser accordingly agrees that there is no obligation on the Sheriff or Plaintiff to furnish the said electrical installations certificate of compliance and test report.
- 5.2 The purchaser agrees that there is no obligation on the Sheriff or the Plaintiff to furnish an Entomologist's certificate.

- 5.3 If applicable, the purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

## 6. RISK AND OCCUPATION

- 6.1. The property shall be at the risk and profit of the purchaser after the fall of the hammer and the signing of the conditions of sale and payment of the initial deposit.
- 6.2 The purchaser shall be liable to keep insured all buildings standing on the property sold for the full value of same from the fall of the hammer and the signing of the conditions of sale and payment of the initial deposit to the date of transfer. Failing which the sheriff may effect the insurance at the purchasers expenses.
- 6.3 The Plaintiff and the Sheriff give no warranty that the purchaser shall be able to obtain personal and/or vacant occupation of the property or that the property is unoccupied and any proceedings to evict the occupier(s) shall be undertaken by the purchaser at his/her/its own cost and expense.
- 6.4 The property is sold as represented by the Title Deeds and diagram and the Sheriff is not liable for any deficiency that may be found to exist. The property is sold as it stands (voetstoots) and without warranty or representation and also subject to all servitudes and conditions specified in the Deed of Transfer, including any real rights reserved in favour of a developer or body corporate in terms of Section 25 of the Sectional Titles Act, No. 95 of 1986. Notwithstanding anything

to the contrary hereinbefore contained, the property is sold free from any title conditions pertaining to the reservation of personal servitudes in favour of third parties and in respect of which servitudes preference has been waived by the holder thereof in favour of the Plaintiff.

- 6.5 The Sheriff and the Plaintiff shall not be obliged to point out any boundaries, beacons or pegs in respect of the property hereby sold.

## **7. SALE SUBJECT TO EXISTING RIGHTS**

Where the Property is subject to a lease agreement the following conditions apply:

- 7.1 Insofar as the property is let to tenants and the Sheriff is aware of the existence of such tenancy then:

7.1.1 if that lease was concluded before the Plaintiff's mortgage bond was registered, then the property shall be sold subject to such tenancy;

7.1.2 if the lease was concluded after the Plaintiff's mortgage bond was registered, the property shall be offered first subject to the lease and if the selling price does not cover the amount owing to the Plaintiff as reflected on the Warrant of execution plus interest as per Writ, then the property shall be offered immediately thereafter free of the lease.

- 7.2 Notwithstanding any of these provisions, the purchaser shall be solely responsible for ejecting any person or other occupier



claiming occupation, including a tenant, at the purchaser's cost. No obligation to do so shall vest in the Sheriff and/or the Plaintiff.

7.3 The property is furthermore sold subject to any lien or liens in respect thereof.

## 8. **BREACH OF AGREEMENT**

8.1. If the purchaser fails to carry out any of his obligations under these 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 7 days' notice, apply to a Judge for an order ejecting him or any person claiming to hold under him therefrom.

8.2 In the event of the sale being cancelled as aforesaid the deposit shall be retained by the Sheriff in trust for such period that is stipulated in the judgment in terms of Rule 46(11) or if no such period is stipulated therein then until such time that the property has been sold to a third party and the Plaintiff's damages have been quantified and judgment has been granted in respect thereof.

**9. ADDRESS FOR LEGAL PROCEEDINGS**

The purchaser chooses the address set out in Annexure "A" hereunder as his/her/its address for the service of all forms, notices and documents in respect of any legal proceedings which may be instituted following from this sale or its cancellation (*domicilium citandi et executandi*). In the event of the purchaser failing to choose a *domicilium citandi et executandi* hereunder, the property which is the subject matter of the sale will be deemed to be the purchaser's *domicilium citandi et executandi*.

**10. CONFIRMATION OF THE PURCHASER**

The Sheriff and Purchaser confirm that the property is sold:

with lease

without lease

for an amount of:

R.....

(.....)

Which amount excludes the amounts referred to in clause 4.6 (if applicable), 4.7, 4.8 & 4.9 and accepts all further terms and conditions as set out herein, which acceptance is confirmed by his signature below.

**11. JOINT AND SEVERAL LIABILITY**

In the event of there being more than one purchaser, they will be jointly and severally liable in terms hereof.

**12. TRANSFERRING CONVEYANCER**

The Plaintiff shall be entitled to appoint the conveyancer to attend to the transfer of the property. The conveyancer's details are as follows:

12.1 Name: **LYDIA STEFFENS**

12.2 Name of Firm: **LGR INCORPORATED**

12.3 Tel: **(012) 817 4600**

I, the undersigned, Sheriff of \_\_\_\_\_ hereby certify that today the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and as advertised, the aforementioned property was sold for R..... to .....

\_\_\_\_\_

SHERIFF

I, the undersigned, \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ do hereby bind myself as the purchaser of the aforementioned property on the conditions of sale as contained herein

\_\_\_\_\_

PURCHASER

(and where applicable in terms of these conditions of sale as surety and co-principal debtor)

(and where applicable on behalf of the below mentioned Principal being duly authorised in terms of a power of attorney / mandate which is attached hereto as Annexure B)

FULL NAME OF PRINCIPAL AS PER POWER OF ATTORNEY:

PHYSICAL ADDRESS OF PRINCIPAL:

**ANNEXURE "A"**

**Information for Conveyancer:**

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:.....

**ANNEXURE "B"**

POWER OF ATTORNEY

HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION JOHANNESBURG

'51'

In the matter between:  
THE STANDARD BANK OF SOUTH AFRICA LIMITED  
and:  
MOKOENA MAHLODI

Case No – Saak No 15361/2018

Applicant  
3rd Respondent


Return in accordance with the provisions of the Supreme Court Act 59 of 1959, as amended

On this 20th day of November 2018 at 09:46 I served this ORDER OF COURT upon MOKOENA MAHLODI personally at SHERIFF'S OFFICE, 68-8th AVENUE, ALBERTON NORTH by handing to the abovementioned a copy thereof after explaining the nature and exigency of the said process. RULE 9(3) (a)

REMARK: RESPONDENT NOT PREPARED TO COMPLETE THE CONDITIONS AS PER ORDER OF COURT, PLEASE SEE ATTACHED SIGNED DOCUMENT CONFIRMING THEIR WAIVER OF THE 14 DAYS AND CONFIRMING NOT TO ABIDE TO SAID ORDER.

Note: The original return is despatched to the mandator.

Original  
Oorspronklik

Sheriff Fees Baljugelde	Date Datum	20.11.2018	Tax Invoice Number Belastingfaktuur Nr.	I 29476	
			Description..... Qty	Vat	Amount
			REGISTRATION	1	1.50 10.00
			RETURN	1	5.03 33.50
			COST OF COPY	1	0.60 4.00
			Sheriffnet Pee	1	2.25 15.00
			SERVICE HIGH COURT	1	9.45 63.00
			Telephone Call	2	6.00 40.00
			Telephone Call Attend	2	3.60 24.00
			POSTAGE & SUNDRIES	1	2.85 19.00
			VAT / BTW 15%		31.28
VAT Reg No. BTW Reg Nr.	4840278875		Total Totaal		239.78
LOUW GENIS & RAJOO INC DOCEX 351 PRETORIA			Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing		1566 VatReg
			Ret: 132176/Susan/I		
			Registrar: GAUTENG LOCAL DIVISION J		

I Burton  
Sheriff - Balju  
**Ian Burton**  
Sheriff - Balju  
Palm Ridge  
P O Box 157  
Alberton  
1449  
Tel: 011 907 1040  
Fax: 011 907 0123  
iburton@sheriffpalmridge.co.za

Bank **FNB**  
Name: **Sheriff Palm Ridge Business Account**  
BrCode: **250655**  
AccNo: **62707827559**

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HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION JOHANNESBURG

"G2"

In the matter between:  
THE STANDARD BANK OF SOUTH AFRICA LIMITED  
and:  
MOKOENA CRISJAN WILLIAM

Case No – Saak No

15361/2018

Applicant


4th Respondent

Return in accordance with the provisions of the Supreme Court Act 59 of 1959, as amended

On this 20th day of November 2018 at 09:46 I served this ORDER OF COURT upon MOKOENA CRISJAN WILLIAM personally at SHERIFF'S OFFICE, 68-8th AVENUE, ALBERTON NORTH by handing to the abovementioned a copy thereof after explaining the nature and exigency of the said process. RULE 9(3) (a)

REMARK: RESPONDENT NOT PREPARED TO COMPLETE THE CONDITIONS AS PER ORDER OF COURT, PLEASE SEE ATTACHED SIGNED DOCUMENT CONFIRMING THEIR WAIVER OF THE 14 DAYS AND CONFIRMING NOT TO ABIDE TO SAID ORDER.

Note: The original return is despatched to the mandator.

Sheriff Fees Baljugelde	Date Datum	20.11.2018	Tax Invoice Number Belastingfaktuur Nr.	I 29477		
<p style="text-align: center; font-size: 2em; opacity: 0.5;">Tax Invoice</p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">Belastingfaktuur</p>			Description.....	Qty	Vat	Amount
			REGISTRATION	1	1.50	10.00
			RETURN	1	5.03	33.50
			COST OF COPY	1	0.60	4.00
			Sheriffnet Fee	1	2.25	15.00
			SERVICE HIGH COURT	1	9.45	63.00
			VAT / BTW 15%			18.83
					Total Totaal	144.33
VAT Reg No. BTW Reg Nr.	4840278875		You may require this account to be taxed and vouched before payment. U kan vereis dat hierdie rekening getakseer en gestaaf word voor betaling			
LOUW GENIS & RAJOO INC DOCEX 351 PRETORIA			Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing		1566 VatReg	
			Ret: 132177/Susan/I			
			Registrar: GAUTENG LOCAL DIVISION J			

I Burton  
Sheriff - Balju

**Ian Burton**  
Sheriff - Balju  
Palm Ridge  
P O Box 157  
Alberton  
1449

Tel: 011 907 1040  
Fax: 011 907 0123  
iburton@sheriffpalmridge.co.za

Payments  
Bank: FNB  
Name: Sheriff Palm Ridge  
Business Account  
BrCode: 250655  
AccNo: 62707827559

Form Design © Sheriff Office System (Pty) Ltd 1998 - 2012

STANDARD BANK OF SOUTH AFRICA

PLAINTIFF

And

ADRIAN MITCHELL FARRAR  
RYNETTE FARRAR

1<sup>st</sup> DEFENDANT  
2<sup>nd</sup> DEFENDANT

**RE: COURT ORDER: SIGNING OF CONDITIONS OF SALE**

I, Mr. William Mokoena, ID No: 7510205309082

And Mrs. Mahlodi Mokoena, ID No: 7604010351080

Herewith confirm that we are not prepared to complete the said Conditions of Sale or make any payment to satisfy the said Conditions as per Court Order, under Case Number: 15361/2018 dated 08 November 2018.

I, Mr. William Mokoena, ID No: 7510205309082

And Mrs. Mahlodi Mokoena, ID No: 7604010351080

Also confirm that we have no further interest in the purchase of the said property namely **ERF 289 MEYERSDAL NATURE ESTATE EXT 2 TOWNSHIP.**

We confirm that we waive the 14 days to comply as per Par. 2.4 of the court order served on us on 20 November 2018 as per attached return of service.

Signed at **Alberton** on this **20<sup>th</sup>** day of **November 2018**

Signature:

Signature:

Name & Surname: William Mokoena

Name & Surname: Mahlodi Mokoena

Witness:

Signature:

Name & Surname: J. Zulu