

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

Case No: **18138/21**

In the matter between:

BODY CORPORATE OF PEBBLESTONE CREEK RIVER ESTATE

Plaintiff

and

MUBANGI, TOTO (ID. 681212 7064 188)

First Defendant

TABWAKA, EKOTA (ID. 740211 0959 187)

Second Defendant

CONDITIONS OF SALE

The immovable property (hereinafter referred to as the "*property*") which will be put up for auction on the **9TH** day of **DECEMBER 2025** at 614 James Crescent, Halfway House at 11:00, consists of:

Certain: UNIT No. 1 (Door No. 1) as shown and more fully described on Sectional Plan SS.1218/2007 in the scheme known as PEBBLESTONE CREEK RIVER ESTATE in respect of the land and building or buildings situated at Buccleuch Township, City of Johannesburg, Metropolitan Municipality of which the floor, according to the Sectional Plan, is 72 (seventy two) SQUARE METRES in extent

MEASURING 72 (seventy two) SQUARE METRES

HELD BY CERTIFICATE OF SECTIONAL TITLE ST.75162/2018;

ZONED: RESIDENTIAL

SITUATE AT: **Unit 1 (Door No 1) Pebblestone Creek River Estate, Alison Road, Buccleuch**

DESCRIPTION: THE UNIT CONSISTS OF TWO BEDROOMS, BATHROOM, 1 TOILET, DININGROOM/LOUNGE AND KITCHEN

THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:

1. The sale is conducted in accordance with the provisions of Rule 43 of the Magistrates' Court Rules and other applicable law, such as 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 gender, the singular includes the plural and vice versa, and natural persons include created entities (corporate or otherwise) and vice versa.
3. If any dispute arises about any bid, the property may again be put up for auction.
4.
 - (a) If the sheriff makes any mistake in selling, such mistake shall not be binding on any party, but may be rectified.
 - (b) If the Sheriff or the Execution Creditor's Attorney suspect that a bidder is unable to pay either the deposit referred to in condition 7(a) or the balance of the purchase price, the auctioneer may refuse to accept the bid of such bidder, or accept it provisionally until the bidder satisfies the Sheriff that such bidder is able to pay the deposit and the balance of the purchase price.
 - (c) On the refusal of a bid under circumstances referred to in paragraph (b) above, the property may immediately be put up for auction again.
5.
 - (a) The Property shall be sold by the Sheriff of Halfway House-Alexandra at 614 James Crescent, Halfway House to the highest bidder subject to a reserve price of R 278 994-37 and shall be for rands, and no bid for less than one thousand rands shall be accepted.
 - (b) If the sale is subject to a reserve price, then should the highest bid be less than the reserve price, the highest bid will be provisionally accepted, subject to the purchaser complying with clauses 7(a), 7(b) and 9(a) and confirmation by the court.
6.
 - (a) The purchaser shall, as soon as possible after the sale and immediately upon being requested by the sheriff, sign these conditions.
 - (b) 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 and the purchaser warrants his authority to so act.
7. The purchase price shall be paid to the Sheriff as follows:
 - (a) 10% (ten percent) 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.
 - (b) the balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution as approved by the execution creditor or his or her attorney, which guarantee shall be furnished to the Sheriff within ten days after the date of sale.
8.
 - (a) If the purchaser fails to carry out any obligation due by the purchaser under these conditions, the sale may be cancelled by a Magistrate summarily on the report of the Sheriff after due notice to the purchaser and the property may again be put up for sale.

- (b) In the event of the circumstances in paragraph (a) occurring, the purchaser shall be responsible for any loss sustained by reason of such default, which loss may on the application of the creditor or any other aggrieved creditor whose name appears on the Sheriff's distribution account, be recovered from the purchaser under judgement of a Magistrate pronounced on a written report by the Sheriff, after the purchaser has been given notice in writing that such report shall be laid before the Magistrate for such purpose.

- 9.
 - (a) The purchaser shall immediately on demand pay the Sheriff's commission and expenses calculated as follows:

 6% on the first **R100 000.00**, 3.5% on **R100 001.00 to R400 000.00** and 1.5% on the balance of the proceeds of the sale, subject to a maximum commission of **R40 000.00** in total and a minimum of **R3 000.00**.
 - (b) The purchaser shall be liable for and pay, within ten days of being requested to do so by the appointed conveyancer, the following:
 - (i) All amounts due to the municipality servicing the property, in terms of the Local Government Municipal Systems Act, 2000 (Act 32 of 2000) for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable
 - (ii) All levies, charges and costs due to a Body Corporate in terms of the Sectional Titles Act, 1986 (Act no 95 of 1986) and The Sectional Titles Schemes Management Act or any amounts due to a Home Owners Association or other association that renders services to the property.
 - (iii) The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the passing of transfer to the purchaser.

- 10.
 - (a) The property may be taken possession of only if the following have all been complied with:
 - (i) Signature of these Conditions of Sale and payment of the Sheriff's commission; and
 - (ii) Payment of the deposit; and
 - (iii) The balance of the purchase price being secured to the satisfaction of the creditor's attorney.

- (b) Should the purchaser receive possession of the property, prior to transfer, the purchaser shall be liable for occupational rent at the rate of 1% of the purchase price or R 5 000-00, whichever is the higher, per month from date of occupation to date of transfer, to be paid to the Conveyancing Attorneys and in addition to the aforesaid the purchaser shall become liable for all monthly levies and other charges due to the Body Corporate or Home Owners Association on a monthly basis, as and when same accrue.
 - (c) Upon the purchaser taking possession, the property shall be at the risk and profit of the purchaser.
 - (d) The Execution Creditor 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 not occupied.
- 11.
 - (a) The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and subject to his/her/its compliance with all the conditions hereof.
 - (b) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of 10,5% per annum on the purchase price in addition to all other amounts paid in terms hereof.
- 12.
 - (a) The Sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for its full value and that proof of such insurance is give to the Sheriff and that such insurance policy is kept in force until transfer is registered.
 - (b) Should the purchaser fail to comply with the obligations in paragraph (a), the Sheriff may effect the necessary insurance, the cost of which shall be for the purchaser's account.
- 13.
 - (a) The property is sold as represented by the title deeds and diagram or sectional title plan, subject to any servitudes or conditions of title that may be registered against the property.
 - (b) The Execution Creditor'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 and the Sheriff shall not be liable for any deficiency that may be found to exist in the property.

14. The Purchaser agrees that there is no obligation on the Sheriff 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 as from the date of occupation or registration, whichever is the earlier.
15. The Execution Creditor shall appoint the conveyancer to effect transfer of the property to the purchaser: Provided that the Sheriff shall be entitled to appoint a new conveyancer should the conveyancer appointed by the Execution Creditor not proceed timeously or satisfactorily with the transfer.
16. The purchaser chooses the address set out hereunder as his /her/its *domicilium citandi et executandi* for all purposes including demands, notices and process.

DATED at HALFWAY HOUSE-ALEXANDRA on this the 9TH day of DECEMBER 2025.

SHERIFF HALFWAY HOUSE-ALEXANDRA

I, SHERIFF HALFWAY HOUSE-ALEXANDRA hereby certify that today, 9TH day of DECEMBER 2025 in my presence, the above property was sold by me by public auction for the sum of R _____

to _____

Signed at HALFWAY HOUSE-ALEXANDRA on this the 9TH day of DECEMBER 2025.

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-ALEXANDRA on this the 9TH day of DECEMBER 2025.

PURCHASER

ADDENDUM**INFORMATION FOR PLAINTIFF / CONVEYANCER / SHERIFF****DOMICILIUM**

The Purchaser chooses as the address set out hereunder as its *domicilium citandi et executandi* for all matters flowing from this agreement or its cancellation. In the event of the purchaser failing to choose a domicile hereunder the property which is the subject matter of sale will be deemed to be the purchaser's *domicilium citandi et executandi*.

PURCHASER'S PARTICULARS

1. Full names: _____
2. Identity number: _____
3. Nominee: _____
4. Married/Divorced/Widowed/Single _____
5. Spouse's full name _____
6. Physical Address (*domicilium citandi et executandi*)

7. Postal address _____
8. Telephone numbers: _____
 Work: _____
 Cell: _____
 Email: _____

DATED AT _____ **ON THIS** _____ **DAY OF** _____ **2025**

PURCHASER / NOMINEE