IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NUMBER: 80847/2024

In the matter between:

FIRSTRAND BANK LIMITED **Execution Creditor**

and

PASEKA BATSHEGI SEBOLECWE **Execution Debtor**

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE

The immovable property (hereinafter referred to as the "property") which will be put up for auction by the **SHERIFF HALFWAY HOUSE-ALEXANDRA, 614 JAMES CRESCENT, HALFWAY HOUSE at** on **28 OCTOBER 2025** at **11:00**; consists of:

A unit consisting of:

(a) Section No. 8 as shown and more fully described on the Sectional Plan No SS19/2012, in the scheme known as KATARA in respect of the land and building or buildings situate at NOORDWYK EXTENSION 74 TOWNSHIP, Local Authority: CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY of which section the floor area, according to the said Sectional Plan, is 69 (SIXTY NINE) square metres in extent;

And

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan

Held by Deed of Transfer No ST25572/2014

SITUATED AT:	**UNIT 8 BLOCK 2 (DOOR 8), KATARA COMPLEX, 884 GEORGE STREET, NOORDWYK EXT 74, MIDRAND, GAUTENG PROVINCE**
MAGISTERIAL DISTRICT:	**JOHANNESBURG MAGISTERIAL DISTRICT AND CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY.**
IMPROVEMENTS:	The property has been improved as follows, although no guarantee is given in this regard: **SINGLE STOREY UNIT WITH A TILE ROOF CONSTRUCTED OF FACEBRICK CONSISTING OF A LOUNGE, KITCHEN, 2 BEDROOMS, BATHROOM, 1 SHOWER, 2 WC, 2 CARPORTS, COVERED BALCONY.**

THE PROPERTY IS ZONED: RESIDENTIAL

THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:

1. **THE SALE**

1.1. The sale shall be conducted in accordance with the provisions of Rule 46 of the Uniform Rules of Court and all other applicable legislation.

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*. Any reference to days shall mean business days.

1. The property shall be sold by the sheriff of **HALFWAY HOUSE** and take place at **614 JAMES CRESCENT, HALFWAY HOUSE, GAUTENG PROVINCE**, to the highest bidder with a reserve price set by the High Court of not less than **R550 000.00 (five hundred and fifty thousand rand)**

2. **MANNER OF SALE**

2.1. The sale shall be for South African Rand and no bid of less than **R1 000.00 (one thousand rand)** shall 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 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 may be rectified.

2.5 If the Sheriff suspects that a bidder is unable to pay either the deposit referred to in paragraph 4.1 or the balance of the purchase price, the Sheriff 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.

2.6 On the refusal of a bid under circumstances referred to in paragraph 2.5, the property may immediately be put up for auction again.

3. **OBLIGATIONS OF PURCHASER AFTER AUCTION**

3.1 The purchaser shall, as soon as possible after the sale and immediately on being requested by the Sheriff, sign these conditions of sale.

3.2 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 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 immediately on demand pay to the Sheriff a deposit of 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale.

4.2 Payment may also be made by way of an electronic transfer, provided that satisfactory proof of payment is furnished immediately 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 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 Sheriff within 21 days after the date of sale.

4.5 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 guarantee. Should the purchaser fail to furnish the Sheriff with a guarantee, which is approved by the execution creditor's attorney, within the required time, the sale may be cancelled.

4.6 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.

4.7 The purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:

4.7.1 all amounts due to the Municipality servicing the property, in terms of the Local Government: Municipal Systems Act, 2000 (Act No.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

4.7.2 all levies due to a Body Corporate in terms of the Sectional Titles Act, 1986 (Act No.95 of 1986) or amounts due to a Home Owners Association or other association which renders services to the property.

4.7.3 The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the passing of transfer to the purchaser.

4.8 The purchaser is hereby informed of the following charges:

4.8.1 Arrear rates and taxes, estimated at **R________________________ (Section 118(1) of the Local Government Municipal Systems Act, Act 32 of 2000;**

4.8.2 Arrear charges payable in terms of the Sectional Titles Act, Act 95 of 1996, estimated at **R**______________________________;

The Sheriff and the purchaser note that the amounts set forth in this clause are a reasonable 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 arrear charges payable in terms of the Sectional Titles Act, 95 of 1996 must be paid by the purchaser within 10 days after being requested to do so by the attorney attending to the transfer.

4.9 The purchaser shall immediately on demand pay the Sheriff's commission calculated as follows:

4.9.1 6% on the first R100 000.00 of the proceeds of the sale, and

4.9.2 3.5% on R100 001.00 to R400 000.00;

4.9.3 1.5% on the balance of the proceeds of sale;

subject to a maximum commission of R40 000.00 plus VAT and a minimum of R3 000.00 plus VAT.

4.10 The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with paragraph 4.9, alternatively, transfer shall be passed only after the purchaser has complied with the provisions of paragraphs 4.1, 4.4, 4.7 and 4.9 hereof.

4.11 If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of 14.20 per cent per annum on the purchase price, which will be calculated from the date upon which the purchaser is placed in mora by the judgment creditor's attorneys of record.

4.12 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 paragraphs 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 paragraph 4.11, 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 judgement debtor's account has been credited accordingly.

5. COMPLIANCE CERTIFICATES

5.1 The purchaser shall at his/her own cost obtain a valid electrical installation certificate of compliance and test report, in the prescribed form, as required in the Electrical Installation Regulations, 2009 and an electric fence system certificate of compliance in the prescribed form as required in the Electrical Machinery Regulations, 2011 issued in terms of the Occupational Health and Safety Act, 1993. The purchaser agrees that this undertaking relieves the Sheriff and the execution creditor 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 execution creditor to furnish the *said electrical installation certificate of compliance and test report or an electric fence system certificate of compliance.*

5.2 The purchaser agrees that there is no obligation on the Sheriff or the execution creditor 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 may be taken possession of after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in terms of paragraph 4.4.

6.2 Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate of 1% (one percent) of the purchase price per month from date of occupation / possession of the property to date of transfer. The purchaser should pay occupational rental on due date into the following account:

NAME:	PB SEBOLECWE
BANK:	FIRST NATIONAL BANK
ACCOUNT NUMBER:	3 000 013 636 043
BRANCH:	HOME LOAN ACCOUNT

6.3 Upon the purchaser taking occupation / possession, the property shall be at the risk and profit of the purchaser.

6.4 The Sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for their full value, proof of insurance given to the Sheriff and such insurance policy kept in force until transfer is registered.

6.5 Should the purchaser fail to comply with the obligations in paragraph 6.4, the Sheriff may affect the necessary insurance, the cost of which insurance shall be for the purchaser’s account.

6.6 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 and any proceedings to evict the occupier(s) shall be undertaken by the purchaser at his/her/its own cost and expense.

6.7 The property is sold as represented by the Title Deeds and diagram or sectional plan, subject to all servitudes and conditions of establishment, whichever applies to the property. The Sheriff shall not be liable for any deficiency that may be found to exist in the property. 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 execution creditor.

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

6.9 The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with clause 4 (inclusive of its sub paragraphs) hereof.

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 execution creditor'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 execution creditor'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 execution creditor 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 execution creditor.

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 obligation due by the purchaser 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. In the event of the circumstances aforementioned occurring, the purchaser shall be responsible for any loss sustained by reason of such default, which loss may, on the application of any aggrieved creditor whose name appears on the Sheriff's distribution account, be recovered from the purchaser under judgment of a Judge pronounced on a written report by the Sheriff, after such purchaser has been given notice in writing that such report will be laid before the Judge for such purpose. If the purchaser is already in possession of the property, the Sheriff may, on notice to affected parties, apply to a Judge for an order evicting the purchaser or any person claiming to occupy the property through the purchaser or otherwise occupying the property.

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 execution creditor'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 4.7, 4.8, 4.9, 4.11 and 6.2 and accepts all further terms and conditions as set out herein, which acceptance is confirmed by his/her signature below.

11. **JOINT AND SEVERAL LIABILITIES**

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

12. **TRANSFERRING CONVEYANCER**

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. The conveyancer's details are as follows:

12.1	Name:	LORETTE JANSE VAN RENSBURG
12.2.	Name of Firm:	PDR LEGAL PRACTITIONERS (PETZER, DU TOIT & RAMULIFHO)
12.3	Tel:	(012) – 342 9895

I, the undersigned, Sheriff of Halfway House-Alexandra hereby certify that today the 28th day of October2025 and as advertised, the aforementioned property was sold for R____

to____

____

____

SHERIFF HALFWAY HOUSE-ALEXANDRA

I, the undersigned, ____, residing at ………………………in the district of ………………………. on this 28TH day of October 2025 do hereby bind myself as the purchaser of the aforementioned property to pay the purchase price and to perform all and singular the conditions of sale as contained herein.

____

PURCHASER

If married in community of property, married according to Muslim rights, married in terms of customary law in a monogamous marriage, or married in terms of customary law as from 15 November 2000 then both spouses are to sign. **(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 NAMES OF PRINCIPAL AS PER POWER OF ATTORNEY:

____

PHYSICAL ADDRESS OF PRINCIPAL:

____

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:…………..………………

ANNEXURE "B"

POWER OF ATTORNEY