IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 041695/2023

In the matter between

SB GUARANTEE COMPANY
(RF) PROPRIETARY LIMITED
(Registration No: 2006/021576/07) Execution Creditor/Plaintiff

and

RAMA RAO MUPPARAPU Execution Debtor/Defendant
(Identity Number: 850830 6409 180)

CONDITIONS OF SALE IN EXECUTION
OF IMMOVABLE PROPERTY WHICH INCLUDES A SURETYSHIP

DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE:

The immovable property as described below ("hereinafter referred to as the "property") will be put up for auction on the **30TH** day of **JUNE 2026** at **11:00am** by the **SHERIFF HALFWAY HOUSE - ALEXANDRA** at **614 JAMES CRESCENT, HALFWAY HOUSE.**

A unit consisting of-

a) **SECTION NO. 69 AS SHOWN AND MORE FULLY DESCRIBED ON SECTIONAL PLAN NO. SS854/2004 IN THE SCHEME KNOWN AS SILVER STREAM IN RESPECT OF THE LAND AND BUILDING OR BUILDINGS SITUATE AT ERF 1269 HALFWAY GARDENS EXTENSION 23 TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG OF WHICH SECTION THE FLOOR AREA, ACCORDING TO THE SAID SECTIONAL PLAN IS 122 (ONE HUNDRED AND TWENTY TWO) 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 NUMBER ST30047/2019

AND SUBJECT TO SUCH CONDITIONS AS SET OUT IN THE AFORESAID DEED.

("the Property")

ZONING: General Residential (not guaranteed)

The property is situated at **69 SILVER STREAM, 8 FRED VERSEPUT AVENUE HALFWAY GARDENS EXT 23** and consists of:

MAINBUILDING**:** **LOUNGE, KITCHEN, 3X BEDROOMS, 2X BATHROOMS, GARAGE**

(in this respect, nothing is guaranteed).

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 and Rule 46A, of the Uniform Rules of the Superior Courts Act, No. 10 of 2013, as well as the provisions of the Consumer Protection Act, No. 68 of 2008, the regulations promulgated thereunder and the "Rules of Auction", and all other applicable law.

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. This sale is subject to Section 129 (3) and (4) of the National Credit Act 34 of 2005. The judgment debtor is entitled to reinstate the credit agreement that

formed the subject to of the legal action under the aforementioned case number, as well as this sale in execution, at any time prior to the transfer of the property to the purchaser has taken place by paying the full arrears outstanding on the account. In the event of the account being reinstated this sale and execution shall be capable of being set aside. The purchaser hereby accepts all risks involved in purchasing the property and hereby indemnifies the credit provider against any and all losses by which incurred therein.

2. **MANNER OF SALE**

2.1. The property shall be sold by the sheriff of **HALFWAY HOUSE - ALEXANDRA** to the highest bidder subject to a reserve price of **R1,055,000.00.**

2.2. The sale will be for rands, and no bid for less than one thousand rands shall be accepted. The sale shall be for South African Rands and no bid of less than **R1,000.00** shall be accepted.

2.3. The execution creditor shall be entitled to cancel the sale at any stage before the bidding starts.

2.4. If any dispute arises about any bid the property may again be put up for auction.

2.5. If the sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties but may be rectified.

2.6. If the sheriff suspects that a bidder is unable to pay either the deposit or the balance of the purchase price referred to in clause 4, the sheriff may refuse to accept the bid of such bidder. All bids will be accepted provisionally until the bidder satisfies the sheriff that such bidder is able to pay the deposit, the sheriff's commission and the balance of the purchase price.

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

3. **SIGNING AND CAPACITY**

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.

3.3. 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.

4. **PAYMENT OF PURCHASE PRICE**

4.1. The purchaser shall pay to the sheriff a deposit of 10% of the purchase price in cash or by way of an electronic funds transfer, immediately on the conclusion of the sale and provide proof thereof to the satisfaction of the sheriff.

4.2. 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.

4.3. The balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution approved by the execution creditor or its attorney and shall be furnished to the sheriff within 21 court days after the date of sale or after the date of confirmation of the sale by the court. Should the purchaser fail to furnish the sheriff with a bank guarantee or fail to pay the balance of the purchase price to the sheriff within the stipulated time period, the sheriff may in his/her sole discretion grant the purchaser an extension of 5 court days within which to provide the required bank guarantee or make such payment.

4.4. In the event that the purchaser being the execution creditor who is also a consumer exempted in terms of Section 5(2)(b) of the Consumer Protection Act, 68 of 2008, the execution creditor shall not be required to make any

deposit nor furnish a guarantee as provided for in terms of 4.1 and 4.3, 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, 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 judgment debtor's account has been credited accordingly.

5. SHERIFF'S COMMISSION

5.1. The purchaser shall immediately on demand pay the sheriff's commission calculated as follows:

5.1.1. 6% on the first R100 000.00, and

5.1.2. 3.5% on R100 001.00 to R400 000.00, and

5.1.3. 1.5% on the balance of the proceeds of the sale,

subject to a maximum commission of R40 000.00, plus VAT, in total and a minimum of R3 000.00, plus VAT, (inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account).

6. FURTHER COSTS AND CHARGES

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

6.1.1. All amounts due to the municipality servicing the property, in terms of section 118(1) 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;

6.1.2. Where applicable, 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 homeowners or other association which renders services to the property; and

6.1.3. The costs of transfer, including conveyancing fees, transfer duty or VAT, Deeds Office levies and any other amount necessary for the passing of transfer to the purchaser.

6.2. The purchaser is hereby informed of the following charges:

6.2.1. All amounts due to the municipality in terms of section 118(1) of the Local Government Municipal Systems Act, Act 32 of 2000, estimated at R _____.

6.3. The purchaser notes that the amounts indicated by the sheriff as owing in respect of clause 6.2 are estimates only. Neither the sheriff nor the execution creditor warrant the accuracy of these estimates. The purchaser shall not be able to avoid his/her/its obligations hereunder, nor will the purchaser have any claims against the sheriff or the execution creditor, arising out of the fact that the amounts actually owing in terms of clause 6.2 are greater than the estimated charges as stated by the sheriff. The actual amounts owing in respect thereof must be paid by the purchaser in terms of clause 6.2.

7. **FICA AND SIGNING OF TRANSFER DOCUMENTATION**

7.1. The purchaser shall within 5 days of being requested to do so by the conveyancer furnish the conveyancer with all information and documents necessary to enable him or her to comply with the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001) and draft all necessary documentation.

7.2. Further, the purchaser shall within 5 days of being requested to do so by the conveyancer sign all necessary documentation in order for the conveyancer to attend to the registration of transfer of the property.

8. COMPLIANCE CERTIFICATES

8.1. The purchaser shall at his/her own cost obtain a valid electrical installations 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 installations certificate of compliance and test report.

8.2. If required, the purchaser shall at his/her/its own cost obtain a valid Entomologist's certificate.

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

9. POSSESSION, RISK AND OCCUPATION

9.1. 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 clause 4;

9.2. Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate of 1% of the purchase price per month. Pro-rata occupational rental shall be payable by the purchaser on the date of possession and thereafter monthly on or before the 1st of each month until date of registration of transfer. The purchaser shall pay the occupational rental on due date into the following account:

Name: RR Mupparapu

Bank: The Standard Bank of South Africa Limited

Account number: 202151050

Branch Code: 051001

Reference: 532384245

9.3. Upon the purchaser taking possession, the property shall be at the risk and profit of the purchaser;

9.4. 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 unoccupied;

9.5. 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.

10. **TRANSFER AND LIABILITY FOR DELAY**

10.1. The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with clauses 5 and 6 and, if applicable, clause 9(2), alternatively transfer shall be passed only after the purchaser has complied with the provisions of clauses 4, 5 and 6 and, if applicable, clause 9(2).

10.2. If the transfer is delayed by the purchaser, due to the purchaser failing to comply with clauses 4, 5 and 6 and, if applicable, clause 9(2) within the stipulated time frames, the purchaser shall be liable for interest at the variable rate of **10.850%** nominal per annum compounded daily, on the purchase price, as from the date of the delay.

11. **INSURANCE**

11.1. 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; and

11.2. Should the purchaser fail to comply with the obligations as set out in clause 11.1 the sheriff may effect the necessary insurance, on behalf of the purchaser, the cost of which insurance shall be for the purchaser's account.

12. **TITLE DEED, SERVITUDES AND CONDITIONS OF ESTABLISHMENT**

12.1. The property is sold as represented by the Title Deeds and diagram or sectional plan 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 execution creditor.

12.2. 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.

12.3. The sheriff and the execution creditor shall not be liable for any deficiency that may be found to exist in the property.

13. **CONVEYANCER**

13.1. 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.

13.2. The conveyancer's details are as follows:

13.2.1. Name: Riané Antonette Barnard

13.2.2. Name of firm: Strauss Daly Inc.

13.2.3. Tel: 010 201 8600

13.2.4. Email: RBarnard2@straussdaly.co.za

14. **SALE SUBJECT TO EXISTING RIGHTS**

14.1. Where the Property is subject to a lease agreement and the sheriff is aware of the existence of such tenancy then:

14.1.1. if that lease was concluded before the execution creditor's mortgage bond was registered, then the property shall be sold subject to such tenancy; or

14.1.2. 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, then the property shall be offered immediately thereafter free of the lease.

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

15. **JOINT AND SEVERAL LIABILITY**

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

16. **SURETYSHIP**

In the event of the purchaser being a Company, Close Corporation or 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 acknowledge himself/ herself/ themselves to be aware.

Initial _____

17. **CANCELLATION OF SALE AND EVICTION**

17.1. If the purchaser fails to carry out any obligation due by the purchaser 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.

17.2. In the event of the circumstances in clause 17.1 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 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.

17.3. 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.

17.4. 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) of the Uniform Rules 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.

18. **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 legal process, 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.*

DATED AT**MIDRAND** THIS 30 DAY OF JUNE **2026.**

I certify hereby that today the 30TH day of JUNE **2026** in my presence the hereinbefore-mentioned property was sold

☐ with lease

☐ without lease

for R……to……

_____

SHERIFF HALFWAY HOUSE-ALEXANDRA

I, the undersigned, _____, residing at _____ in the district of _____ do hereby bind myself as the purchaser of the hereinbefore-mentioned property to pay the purchase price and to perform all and singular the conditions mentioned above.

_____

PURCHASER

If not married by way of a duly registered Antenuptial Contract in terms of the laws of South Africa, then both spouses are to sign.

(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 “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:……..……

10. Email address: ……

ANNEXURE "A"

POWER OF ATTORNEY