

**IN THE MAGISTRATE'S COURT FOR THE SUB-DISTRICT OF RANDBURG  
HELD AT RANDBURG**

**CASE NO: 18577 OF 2023**

In the matter between :

**BODY CORPORATE OF  
MASINGITA VILLAGE SECTIONAL SCHEME**

**EXECUTION CREDITOR**

and

**MOTHEOGANE BAFANA ROBERT  
MOTHEOGANE ITSHOKENG PATIENCE**

**1<sup>ST</sup> EXECUTION DEBTOR  
2<sup>ND</sup> EXECUTION DEBTOR**

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**CONDITIONS OF SALE**

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The immovable property (hereinafter referred to as the “property”) which will be put up for auction on this the **29 JULY 2025** at **11:00** at the Sale Venue of the Sheriff **HALFWAY HOUSE - ALEXANDRA, 614 JAMES CRESCENT, HALFWAY HOUSE** consists of:

A unit consisting of: -

- a) Section No. 46 as shown as shown and more fully described on Sectional Plan No SS714/2000 in the Scheme known as **MASINGITA VILLAGE** in respect of the land and building or buildings situate at **IR ; ALLANDALE ; 10 ; 109** of which section the floor area, according to the said sectional plan is 24 square metres in extent;

Held under Deed of Transfer ST78558/2007

DESCRIPTION:	SECTIONAL TITLE UNIT
WALLS:	BRICK
FLOORS:	TILES
ROOF:	CORRUGATED IRON
APARTMENTS:	1 BEDROOM, KITCHEN, 1 BATHROOM, 1 TOILET
ZONING:	RESIDENTIAL

Also known as **UNIT 46 MASINGITA VILLAGE, 32 ALSATION ROAD, GLEN AUSTIN, MIDRAND** (hereinafter referred to as “the Property”)

THE Sale shall be subject to the following conditions:

1. The sale shall be conducted in accordance with the provisions of Rule 43 of the Magistrate’s Court Rules and all other applicable law.
2. The property shall be sold by the sheriff of HALFWAY HOUSE – ALEXANDRA to the highest bidder with a reserve price set by Court being R100 000.00 (ONE HUNDRED THOUSAND).
3. The sale shall be for rands, and no bid less than one thousand rand shall be accepted.
4. If any dispute arises about any bid, the property may again be put up for auction.
- 5(a) If the Sheriff for HALFWAY HOUSE - ALEXANDRA magisterial district (hereinafter referred to as the “Sheriff”) should make any mistakes in selling, such mistake shall not be binding on one side or the other, but may be rectified.
- (b) If the Sheriff should suspect that a bidder is not able to pay the cash deposit referred to in Condition 7 or the balance of the purchase price, the sheriff/auctioneer may refuse to accept the bid of such bidder, or accept it provisionally until the bidder satisfies the sheriff/auctioneer 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), the property may immediately be put up for auction again.
- 6(a) The Purchaser shall, as soon as possible after the sale and immediately on being requested by the sheriff/auctioneer, sign these conditions.

- 6(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.
- 7(a) The purchaser shall pay to the sheriff a deposit of 10 per cent of the purchase price in cash or by bank guaranteed cheque on the day of the sale.
- 7(b) 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 his or her attorney and shall be furnished to the sheriff within 21 days after the sale.
- 8(a) If the purchaser fails to carry out an obligation due by the purchaser under the conditions of sale, 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.
- 8(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 any aggrieved creditor whose name appears on the sheriff's distribution account, be recovered from the purchaser under judgment of a magistrate 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 magistrate for such purpose.
- 8(c) If the purchaser is already in possession of the property, the sheriff may, on notice to affected parties, apply to a magistrate for an order evicting the purchaser or any person claiming to occupy the property through the purchaser or otherwise occupying the property.
- 9(a) The purchaser shall immediately on demand pay the sheriff's

commission/auctioneer's fees and expenses calculated as follows:

The Purchaser shall, on the day of the sale, pay the sheriff 6% (Six Percent) auctioneers charges on the first R100 000.00 (One Hundred Thousand Rand) of the proceeds of the sale and 3½ % (Three And A Half Percent) on R100 001.00 to R400 000.00 AND 1.5% on the balance thereof, of the proceeds of the sale, subject to a maximum commission of R40 000.00 (Forty Thousand Rand) in total and a minimum of R3 000.00 (Three Thousand Rand), (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account) which commission shall be paid by the Purchaser, and in addition when requested thereto by the Execution Creditor's attorneys, costs of transfer being transfer duty, or Value Added Tax, whichever is applicable, fees and stamps and in addition shall pay all the arrear rates and taxes (and other charges payable to the local council) and other charges (including Value Added Tax) necessary to demand, by the Purchaser as a liability over and above the purchase price. These amounts shall furthermore be subject to the payment of VAT (if applicable).

- 9(b) The purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:
- (i) All monies 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.
  - (ii) All monies 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 or other association which 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 after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in terms of condition 7(b).
- 10(b) 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 from date of possession to date of transfer.
- 10(c) Upon the purchaser taking possession, the property shall be at the risk and profit of the purchaser.
- 10(d) The execution creditor and the sheriff/auctioneer give no warranty that the purchaser shall be able to obtain person 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 compliance with condition 9, alternatively, transfer shall be passed only after the purchaser has complied with the provisions of conditions 7 and 9 thereof.
- 12(a) 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.
- 12(b) Should the purchaser fail to comply with the obligations in paragraph (a), the sheriff may effect the necessary insurance, the costs of which insurance shall be for the purchaser's account.
- 13(a) The property is sold as represented by the title deeds and diagram or

sectional plan, subject to all servitudes and conditions of establishment,  
which applied to the property;

13(b) The sheriff/auctioneer shall not be liable for any deficiency that may be  
found to exist in the property.

14 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 satisfactory with the transfer.

SIGNED AT ROODEPOORT THIS THE \_\_\_\_\_ DAY OF JULY 2025.

I certify hereby that today the ..... in my  
presence the herein beforementioned property was sold for .....  
to .....

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**SHERIFF/AUCTIONEER**

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.

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**PURCHASER**