

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

CASE NO: 35388/2013

Between:

CASA BELLA BODY CORPORATE

APPLICANT/EXECUTION CREDITOR

And

SIFISO MBATHA

1ST RESPONDENT/EXECUTION DEBTOR

MBONGENI MARCUS MBATHA

2ND RESPONDENT/EXECUTION DEBTOR

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

THE **IMMOVABLE PROPERTY** (HEREINAFTER REFERRED TO AS THE "PROPERTY") WHICH WILL BE PUT UP FOR AUCTION ON **TUESDAY, 13th OCTOBER 2020 at 11H00** at **SHERIFF HALFWAY HOUSE-ALEXANDRA OFFICE, 614 JAMES CRESCENT, HALFWAY HOUSE**, CONSISTS OF:

PROPERTY 1: Unit 8, as more fully described on the Sectional Plan with scheme number 657/2006 Known as CASA BELLA in the specs of land or building situated at 21 Langeveld Road, Vorna Valley Extension 19, Midrand, of which section the floor area, according to the Sectional Plan, is 87 (EIGHTY SEVEN) square metres in extent, held by virtue of Deed of Transfer No. ST99162/2006.

SITUATED AT: UNIT 8, CASA BELLA BODY CORPORATE, 21 LANGEVELD ROAD, VORNA VALLEY EXTENSION 19, MIDRAND

ZONED: RESIDENTIAL

IMPROVEMENTS: (2 BEDROOMS, 1 BATHROOM, KITCHEN, LOUNGE AND CARPORT)

MAIN BUILDING: 2 BEDROOMS, 1 BATHROOM, LIVING ROOM(LOUNGE) AND A KITCHEN.

THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:

1. The sale shall be conducted in accordance with the provisions of **RULE 46** of the Uniform Rules of Court and all other applicable law.
2. The property shall be sold by the **SHERIFF HALFWAY HOUSE-ALEXANDRA OFFICE, 614 JAMES CRESCENT, HALFWAY HOUSE** to the highest bidder **WITHOUT A RESERVE PRICE.**
3. The sale shall be for rands and no bid for less than R1 000.00 (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 makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified
 - (b) if the sheriff suspects that a bidder is unable to pay either the deposit referred to in condition 7 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.
 - (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 Johannesburg South Office, 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.
- 7
 - (a) the purchaser shall pay to the Sheriff Halfway House-Alexandra a **deposit of 10 per cent** of the purchase price in cash or by bank guaranteed cheque or by electronic funds transfer on the day of the sale.
 - (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 date of sale.
- 8
 - (a) 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.
 - (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 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.

- (c) if the purchaser is already in possession of the property, the sheriff may, on notice to the 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.
- 9 (a) the purchaser shall, immediately on demand pay the sheriff's commission calculated as follows:
- 6.0 PER CENT ON THE FIRST R 100 000.00,
 - 3.5 PER CENT ON R 100 001.00 TO R 400 000.00,
 - 1.5 PER CENT ON THE BALANCE OF THE PROCEEDS OF THE SALE, SUBJECT TO:
- A **MAXIMUM** COMMISSION OF **R 40 000.00** PLUS VAT AND
A **MINIMUM** COMMISSION OF **R 3 000.00** PLUS VAT.
- (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 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 services fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable
 - (ii) 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 home owners or other association which renders services to the property; and
 - (iii) The costs of transfer, including conveyancing fees, transfer duty or VAT, Deeds Offices levies and any other amount necessary for the passing of transfer to the purchaser.

The purchaser is hereby informed of the following charges:

- ARREAR RATES AND TAXES, LOCAL AUTHORITY ESTIMATED AT: R_____
- ARREARS CHARGES PAYABLE IN TERMS OF THE SECTIONAL TITLES ACT, ACT 95 OF 1996, ESTIMATED AT:

R 375 988.65(Subject to an increase)

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

(iv) The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for 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).
- (b) upon the purchaser taking possession, the property shall be at the risk and profit of the purchaser
- (c) 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 compliance with condition 9, alternatively, transfer shall be passed only after the purchaser has complied with the provisions of condition 7 and 9 hereof.
- (b) if the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of **10.40%** per cent per annum on the purchase price.
- 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.
- (b) should the purchaser fail to comply with the obligations in paragraph (a), the sheriff may effect the necessary insurance, the cost 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, whichever applies to the property
- (b) the sheriff 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 satisfactorily with the transfer.

DATED AT ALEXANDRA ON THIS 12TH DAY OF MAY 2020.

I certify hereby that today the **12TH** day of **May 2020** 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:.....

ANNEXURE "A"

POWER OF ATTORNEY