

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

Case No: 101089/2023

In the matter between:

**FIRSTRAND BANK LIMITED**

Execution Creditor

and

**S'THEMBISO BLESSING KHUMALO  
THANDO MBATHA**

1<sup>st</sup> Execution Debtor  
2<sup>nd</sup> Execution Debtor

<b>CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY</b>
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The IMMOVABLE PROPERTY (hereinafter referred to as the "property") which will be put up for auction on **25 MARCH 2025** at **11H00** consists of:

Certain:	
Also known as:	<p><b>A UNIT CONSISTING OF-</b></p> <p>(a) Section No. 71 as shown and more fully described on Sectional Plan No. SS908/2015, in the scheme known as LILYFIELD in respect of the land and building or buildings situated at ERF 2816 NOORDWYK EXTENSION 85 TOWNSHIP, LOCAL AUTHORITY : CITY OF JOHANNESBURG OF WHICH SECTION THE FLOOR AREA, ACCORDING TO THE SAID SECTIONAL PLAN IS 41 (FORTY ONE) SQUARE METRES IN EXTENT; AND</p> <p>(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 ST16/09089 and subject to such conditions as set out in the aforesaid deed</p> <p><b>PHYSICAL ADDRESS: UNIT 71 LILYFIELD, 2816 LEVER ROAD, NOORDWYK EXTENSION 85</b></p>
Zoning:	Residential
<b>IMPROVEMENTS</b>	
<b>The nature, extent, condition and existence of the improvements are NOT GUARANTEED and NO WARRANTY is given in respect thereof and are sold "VOETSTOOT"</b>	
MAIN BUILDING	1 X KITCHEN, 1 X LOUNGE, 1 X BEDROOM, 1 X BATHROOM, 1 X SHOWER, 1 X W/C, 1 X CARPORT

(hereinafter referred to as "the property")

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**THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:**

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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 there under 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*.

2. **MANNER OF SALE:**

- 2.1 The property shall be sold by the **SHERIFF HALFWAY HOUSE-ALEXANDRA, ON 25 MARCH 2025 at 11H00 at 614 JAMES CRESCENT, HALFWAY HOUSE** to the highest bidder with a reserve price of R350 000,00.
- 2.2 The sale shall be in South African Rands and no bid of less than R1 000,00 (One Thousand Rands) 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 and the sheriff's commission.
- 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% (ten per cent) of the purchase price, by bank guaranteed cheque or by way of electronic funds transfer, immediately on the fall of the hammer or in any customary manner 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 Sheriff's Act 90 of 1986.
- 4.3 The balance shall be paid against transfer and shall be paid/secured by a guarantee issued by a financial institution, approved by the Execution Creditor or his/her/its Attorney, and shall be furnished to the Sheriff within 21 (Twenty One) calendar days after the date of sale.
- 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 clauses 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 (Twenty One) calendar 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 Execution 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 of the proceeds of the sale; and

5.1.2 3.5% on the proceeds of the sale exceeding R100 001,00, but limited 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/her trust account).

6. **FURTHER COSTS AND CHARGES:**

6.1 The Purchaser shall be liable for and pay, within 10 (TEN) 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.

The purchaser is informed of the following estimated charges in this regard:

Arrear rates and taxes: R \_\_\_\_\_

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 Home Owners or other Association, which render services to the property.

The purchaser is informed of the following estimated charges in this regard:

Arrear Body Corporate levies: R \_\_\_\_\_

\_\_\_\_\_

R \_\_\_\_\_

Arrear HOA levies:

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 notes that the amounts indicated by the Sheriff as owing in respect of clause 6.1.1 and 6.1.2 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 6.1 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 6.1.

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 Purchaser may take possession of the property, after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being paid/secured in terms of clause 4.
- 9.2 Should the Purchaser take possession of the property, the Purchaser shall be liable for payment of occupational rental calculated at the rate of 1% of the purchase price per month. Pro-rata occupational rental shall be payable by the Purchaser from 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:

ACC NAME:	T MBATHA & S KHUMALO
BANK:	FIRST NATIONAL BANK
BRANCH CODE:	250655
ACC NR:	3000708246413
REF:	3000708246413

- 9.3 Upon the Purchaser taking occupation, 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 payment of interest at the rate of 13.14% nominal per annum compounded daily, on the purchase price, as from the date of default.

11. **INSURANCE:**

- 11.1 Should the Purchaser take possession of the property in terms of clause 9, 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 affect the necessary insurance, on behalf of the Purchaser, the cost of which insurance shall be for Purchaser's account.

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

- 12.1 The property is sold as represented by the Title Deed 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 favor 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:

NAME OF FIRM: COETZER & PARTNERS ATTORNEYS  
TEL: 012 343 2560  
EMAIL: idas@coetzerlaw.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 there free of the lease.

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

15. **JOINT AND SEVERAL LIABILITIES:**

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 Trust/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.

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 referred to in subparagraphs (i) and (ii) of Rule 46(14)(c), 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 SANDTON on this the 25<sup>TH</sup> day of MARCH 2025.

I certify hereby that today the 25<sup>th</sup> day of March 2025 in my presence the hereinbefore-mentioned property was sold:

- with lease
- without lease
- existence of lease unknown

for R \_\_\_\_\_

to \_\_\_\_\_

\_\_\_\_\_  
SHERIFF HALFWAY HOUSE- ALEXANDRA

I, the undersigned

\_\_\_\_\_ residing at

\_\_\_\_\_ on this

the \_\_\_\_\_ day of \_\_\_\_\_ 2025 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 "B")

**PURCHASER'S DETAILS:**

1. Full names:

.....

2. Identity

number:.....

3. Spouse's Full

Names:.....

4. Spouse's Identity

Number:.....

5.

Married/Divorced/Widowed/Single:.....

....

6. If married -

Date:.....

7. How married:

.....

By Antenuptial Contract / Married in Community of Property

8. Where

married:.....

(Husband's domicilium citandi et executandi at the time of the marriage)

9. Physical address (domicilium citandi et

executandi):.....

.....

.....

.....

.....

10. Postal

address:.....

.....

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11. Telephone numbers:

Home:..... Work:.....

E-mail..... Cell Number:.....

POWER OF ATTORNEY