

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

Case number: **2024/81918**

In the matter between:-

NQABA GUARANTEE SPV (PTY) LTD

1st Applicant

ESKOM FINANCE COMPANY SOC LIMITED

2nd Applicant

and

MABOI; POTEGO BENEDICT

Respondent

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, 25 MARCH 2025 at 11H00** by the **SHERIFF HALFWAY HOUSE - ALEXANDRA, 614 JAMES CRESCENT, HALFWAY HOUSE**, consists of;

- CERTAIN:
- a) Section No **153** as shown and more fully described on Sectional Plan **SS511/2010** in the scheme known as **CRESCENDO** in respect of the land and building or buildings situate at **SAGEWOOD EXTENSION 18 TOWNSHIP**, Local Authority: City of Johannesburg Metropolitan Municipality, of which the floor area, according to the said Sectional Plan is **78 (SEVENTY EIGHT)** 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;

SITUATED AT: **UNIT 153 CRESCENDO, 4 WAGNER LANE, SAGEWOOD EXTENSION 18,
MIDRAND**

ZONING: **ZONED RESIDENTIAL**

MAGISTERIAL DISTRICT: **HALFWAY HOUSE - ALEXANDRA**

MAIN BUILDING: **2 BEDROOMS, BATHROOM, LOUNGE, KITCHEN, DININGROOM.**

IMPROVEMENTS: The nature, extent, condition and existence of the improvements are not guaranteed and no warranty is given in respect thereof and are sold “voetstoots”.

(herinafter referred to as “THE PROPERTY”)

THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:

1. The sale shall be conducted in accordance with the provisions of RULE 46 and 46A of the uniform rules of Court and all other applicable law.
2. The property shall be sold by the **SHERIFF HALFWAY HOUSE-ALEXANDRA at 614 JAMES CRESCENT, HALFWAY HOUSE**, to the highest bidder with a reserve price of R488 000.00.
3. The sale shall be for Rands and no bid for less than R1000.00 (One Thousand Rand) shall be accepted.
4. If any dispute arises about any bid, the property may, at the discretion of the Sheriff, 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 shall have satisfied the Sheriff that he is in a position to pay the deposit and the balance of the purchase price.
 - (c) On the refusal of a bid under such 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, 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 a **deposit of 10% (ten percent)** of the purchase price in cash or by bank guaranteed cheque or by electronic funds transfer on demand
- (b) The balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution approved by the plaintiff 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 paid 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 of 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 Sheriffs commission calculated as follows;
- 6.0% (per cent) on the first R100 000.00,
 - 3.5% (per cent) on R100 001.00 to R400 000.00,
 - 1.5% (per cent) on the balance of the proceeds of the sale, subject to:

A **maximum** commission of R40 000.00 plus VAT and a **minimum** commission of R3 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 area, in terms of section 118(1) of the local government municipal systems act, 2000 (act no. 32 of 2000) for municipal services, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable;

(ii) 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.

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
- Arrears levies due to Home Owners Ass. estimated R.....

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.

(iii) The costs of transfer, including Conveyancing fees, transfer duty and any other amount necessary for passing of transfer to the purchaser.

10. (a) The purchaser shall at his/her own cost obtain a valid electrical installations certificate of compliance and test report, in the prescribed format, as provided for in the Electrical Installation Regulations, 2009, issued in terms of the Occupational Health and Safety Act, 1993. The purchaser agrees that this

undertaking relieves the Sheriff and the Plaintiff 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 Plaintiff to furnish the said electrical installations certificate of compliance and test report.

- (b) The purchaser agrees that there is no obligation on the Sheriff or the plaintiff to furnish an entomologists certificate.
- (c) If applicable, the purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

11. The Sheriff and Purchaser confirm that the property is sold:

with a lease

without a lease

12. (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 8(b).
- (b) Should the purchaser receive possession of the property, the purchaser shall be liable for occupation rental at the rate of 1% of purchase price – per month from date of occupation to date of transfer (payable to the Applicant) payment to bond account at the Applicant: ESKOM FINANCE COMPANY SOC Ltd, FNB, 62007874424 Branch 255005;
- (c) Upon the purchaser taking possession, the property shall be at the risk and profit of the purchaser.
- (d) 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.
13. (a) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of 14.75% (Fourteen point seven five) per cent per annum of the purchase price.

14. (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 purchasers account.
15. (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.
16. The execution creditor shall appoint the Conveyancer to effect transfer of the property to the purchaser: provided that the sheriff shall be entitle to appoint a new Conveyancer should the Conveyancer appointed by the execution creditor not proceed timorously or satisfactorily with transfer.
17. The conveyancer's details are as follows:
- Name: JUAN MOLLER
Name of Firm: PME ATTORNEYS NORTHCLIFF
Tel: 066 077 9702
18. 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*.

I, the undersigned, Sheriff of Halfway House- Alexandra hereby certify that today the 25th day of March 2025 in my presence the herein before-mentioned property was sold for R_____

to

SHERIFF HALFWAY HOUSE- ALEXANDRA

I, _____ the _____ undersigned,

on this _____ day of _____ 20____, residing at _____ do

hereby bind myself as the purchaser of the herein before-mentioned property to pay the purchase price and to perform all and singular the conditions of sale as contained herein.

PURCHASER

Information for Conveyancer:

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:.....