

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

Case No:059663 /2024

In the matter Between:

BODY CORPORATE OF SUNSET CLOSE

APPLICANT

and

ROELOF PETRUS RETIEF
*(In his capacity as Trustee of BOOKSHELF PROP TRUST
Registration Number: 6108/2006)*

1ST RESPONDENT

ABSA BANK LIMITED

2ND RESPONDENT

CITY OF JOHANNESBURG

3RD RESPONDENT

CONDITIONS OF SALE

The immovable property (hereinafter referred to as the “*property*”) which will be put up for auction on the **28TH day of APRIL 2026** at **Sheriff Halfway House-Alexandra, 614 James Crescent, Halfway House** at **11h00**, consists of:

1) The Property, more fully described as:

“Unit No 40 as shown and more fully described on the Sectional Plan No. SS 910/1997, in the scheme known as SUNSET CLOSE in respect of the land and building or buildings situated at VORNA VALLEY EXT 59, 2014 & 2015 of which section the floor area, according to the said Section Plan, is 146 (ONE HUNDRED AND FORTY SIX) square meters in extent, and 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 ST153274/2006.”

Also known as **UNIT 40 SUNSET CLOSE BODY CORPORATE, 2014 BERGER ROAD, VORNA VALLEY, MIDRAND 1682** is declared executable.

MEASURING 146 (One hundred and forty-six) Square metres

HELD BY ST153274/2006

ZONED: RESIDENTIAL

Main building comprising of: single-storey brick walls; slate roof tiled roof; lounge; 2 bedrooms; kitchen; 1 bathroom; 1 shower; 1 toilet; 1 Carport.

THE SALE SHALL BE CONDUCTED ON THE FOLLOWING CONDITIONS:

1. The sale shall be conducted in accordance with the provisions of **RULE 46 & 46A** of the Uniform Rules of Court and all other applicable law.
2. The property shall be sold by the **Sheriff Halfway House-Alexandra, 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 Halfway House 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 Halway House a **deposit of 10% (ten 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 homeowners 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_____ of the ____ of _____2026 and subject to increase
- ARREARS CHARGES PAYABLE IN TERMS OF THE SECTIONAL TITLES ACT, ACT 95 OF 1996, ESTIMATED AT:
R_____ as of the ____ of _____ 2026 and subject to increase.

The purchaser accepts that the sale is one without a reserve price and that the figures as provided for herein in respect of levies, existing bond figures and rates and taxes may be higher on the date of transfer and that same must be settled for transfer to take place. The purchaser shall accept any figures as supplied by the executor creditor's managing agent as owing in respect of the property on the date of transfer.

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.
15. The Property shall be transferred by attorneys as nominated by the Executor Creditors.

DATED AT MIDRAND ON THIS 28th DAY OF April 2026.

I certify hereby that today the **28th** day of **April 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:.....

ANNEXURE "A"

POWER OF ATTORNEY