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

CASE NUMBER: 2025-033980

In the matter between:

THORNHILL OFFICE PARK BODY CORPORATE **EXECUTION CREDITOR**
SS Number 1354/2007

And

GABSIES BUSINESS SOLUTIONS CC **1ST EXECUTION DEBTOR**
Registration Number 2005/041759/23

CITY OF JOHANNESBURG MUNICIPALITY **2ND EXECUTION DEBTOR**

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE

The property which, on the **24 February 2026** at the offices of the **SHERIFF HALFWAY HOUSE ALEXANDRA 614 JAMES CRESCENT, HALFWAY HOUSE, MIDRAND** will be put up to auction at **11h00** or as soon as reasonably possible thereafter, consists of:

A unit consisting of:

a) **UNIT BUILDING 23, G4** in the scheme known as **THORNHILL OFFICE PARK**, with scheme number **1354/2007**, held by the Execution Debtor under Sectional Title Deed **ST68505/2012** which is better known as **UNIT 30 THORNHILL OFFICE**

PARK, 84 BEKKER ROAD, VORNA VALLEY, in the City of Johannesburg Metropolitan Municipality, of which the sectional floor area, according to the sectional title plan is 194 (ONE HUNDRED AND NINETY FOUR) 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 enclosed on the said sectional title plan.

Which property is held by the Execution Debtor(s) in terms of Deed of Transfer **ST68505/2012** and is situated at **UNIT BUILDING 23, G4 THORNHILL OFFICE PARK, 84 BEKKER ROAD, VORNA VALLEY**.

KINDLY TAKE NOTICE THAT THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE SALE

1.1. The sale shall be conducted in accordance with the provisions of Rule 46 of the Uniform Rules of the High Court, as amended, as well as per the provisions of the Consumer Protection Act, Act 68 of 2008, and the Regulations promulgated thereunder and the "Rules of Auction", where applicable. These provisions may be viewed at www.acts.co.za (the act(s)) and www.info.gov.za (the regulations).

1.2. The headings of the clauses herein are for the purpose 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 of the clauses contained herein. In these conditions, unless a contrary intention clearly appears, word(s) importing any one gender shall include the other gender, the singular

includes the plural and *vice versa*. Any reference to days herein shall mean business days.

1.3. The property shall be sold by the Sheriff of the above Honourable Court to the highest bidder, subject to such reserve price, if any, as may be stipulated by a preferent creditor or local authority in terms of Rule 46(5)(a) of the Uniform Rules of the above Honourable Court.

2. THE MANNER OF SALE

2.1. The sale shall be for South African Rand and no bid less than R 1 000.00 (One Thousand Rand) in value above the preceding bid will be accepted.

2.2. The Execution Creditor shall be entitled to cancel the sale at any stage before the auction has commenced.

2.3. The Execution Creditor shall be entitled to bid at the auction.

2.4. If any disputes arise about any bid, the property may, at the discretion of the Sheriff, immediately again be put up for auction.

2.5. If the Sheriff makes a mistake in selling, such mistake shall not be binding on any of the parties but shall be rectified immediately.

2.6. If the Sheriff suspects that a bidder is unable to pay either the deposit or the balance of the purchase price, the Sheriff may refuse to accept the bid of such a bidder, or accept it provisionally, until the bidder has satisfied the Sheriff that the bidder is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property may immediately again be put up for auction.

3. OBLIGATIONS OF PURCHASER AFTER AUCTION

3.1. The purchaser shall, as soon as possible after the Sheriff announces the completion of the sale by the fall of the hammer, or in any other customary manner, immediately on request by the Sheriff complete and sign these conditions of sale.

3.2. If the purchaser has bought as an agent for a principal, then the sale will also be subject to the following conditions:

3.2.1. The principal's address as furnished by the purchaser shall be the address as chosen by the principal as his/her address for service of all forms, notices, and documents in respect of any legal proceedings which may be instituted by virtue hereof (*domicilium citandi et executandi*); and

3.2.2. If the principal is not in existence at the time of the auction, the purchaser shall be the contracting party.

3.3. In the event of the purchaser being a company, close corporation or a trust/trustee(s), or any other 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 obligations of the purchaser (and, if applicable, jointly and severally with any other persons signing these conditions of sale on behalf of the purchaser.

3.3.1. Such sureties further hereby renounce the benefits of excision and division, no value received and error in calculation, the effect of which he/she/they acknowledge himself/herself/themselves to be aware of.

3.4. 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 in the words “nominee” or similar wording to the signature of the purchaser or anywhere else in these conditions.

3.5. If the purchaser is married in community of property such purchaser shall furnish the Sheriff with the necessary written consent of the purchaser’s spouse, as required in terms of Section 15(1)(g) of the Matrimonial Property Act, Act 88 of 1984, within 48 (Forty-Eight) hours of the signature of the conditions of sale.

3.6. The purchaser shall on demand sign all necessary transfer – and ancillary documents with the transferring attorneys.

4. CONDITIONS OF PAYMENT

4.1. The purchaser shall on completion of the sale, pay a deposit of 10% (Ten Percent) of the purchase price, immediately on demand by the Sheriff on the date of sale.

4.2. Payment shall be made in cash, by bank guarantee or by way of electronic transfer, provided that satisfactory proof of payment must be immediately on demand provided to the Sheriff.

4.3. Should the purchaser fail to pay the deposit and Sheriff’s commission on completion of the sale, then the sale shall be null and void and the Sheriff may immediately put the property up for auction again.

4.4. The balance of the purchase price shall be paid to the Sheriff against transfer and shall be secured by a bank guarantee, to be approved by the Execution Creditor’s attorneys of record, which shall be furnished to the Sheriff within 21 (Twenty-One) days after the date of sale. Should the

purchaser fail to provide the Sheriff with a bank guarantee within 21 (Twenty-One) days after the date of the sale, the Sheriff may in his/her sole discretion grant the purchaser an additional 5 (Five) day extension within which to provide the required bank guarantee. Should the purchaser fail to furnish the Sheriff with a bank guarantee, which is approved by the Execution Creditor's attorneys of record, within the required time, the sale may be cancelled.

4.5. The deposit will be deposited immediately by the Sheriff into a trust account held in terms of Section 22 of the Sheriff Act, Act 90 of 1986.

4.6. The purchaser shall be responsible for the payment of all costs and charges necessary to effect transfer, including but not limited to conveyancing costs, transfer duty and VAT attracted by the sale and the Deeds Registration Office levies. The purchaser shall further be responsible for payment within 7 (Seven) days after having been requested to do so by the appointed conveyancer:

4.6.1. Of all amounts required by the local municipality for the issuing of a clearance certificate in terms of Section 118(1) of the Local Government Municipal Systems Act, Act 32 of 2000, to the effect that all amounts due in connection with the immovable property for the municipal service fees, surcharge on fees, property rates, and other municipal taxes, levies, and duties during the 2 (Two) years preceding the date of application of the certificate have been fully paid;

4.6.2. All levies due to a body corporate in terms of Section 37 of the Sectional Titles Act, Act 95 of 1986, as amended by the Sectional Title Schemes Management Act, Act 8 of 2011, or Homeowners' Association, as the case may be; and

4.6.3. Of all amounts due to the bond holder(s), if any.

4.7. The purchaser is hereby informed of the following charges:

Arrear rates and taxes at an estimated amount of:	R _____
Arrear charges payable in terms of the Sectional Titles Act, Act 95 of 1986, as amended by the Sectional Title Schemes Management Act, Act 8 of 2011, or Home Owners' Association at an estimated amount of:	R _____
Arrears due and owing to the bond holder of the property at an estimated amount of:	R _____

DISCLAIMER:

The Sheriff and purchaser note that the amount(s) set forth in this clause are a reasonable estimate only. Neither the Sheriff nor the Execution Creditor warrants the accuracy of the 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 arising out of the fact that the arrear rates, taxes, and/or charges payable in terms of the Sectional Titles Act, Act 95 of 1986 as amended by the Sectional Title Schemes Management Act, Act 8 of 2011, or the Home Owners' Association are greater than the charges set forth herein.

The factual amounts owing in respect of arrear rates, taxes and/or other charges payable in terms of the Sectional Titles Act, Act 95 of 1986 as amended by the Sectional Title Schemes Management Act, Act 8 of 2011, or the Home Owners' Association, must be

paid to the purchaser within 7 (Seven) days after being requested to do so by the conveyancer attending to the transfer.

4.9 The purchaser shall, immediately upon demand by the Sheriff, pay the Sheriff's commission as follows:

4.9.1 6% (Six Percent) on the first R 100 000.00 (One Hundred Thousand Rand);

4.9.2 3.5% (Three and a half Percent) from R 100 000.00 (One Hundred Thousand Rand to R 400 000.00 (Four Hundred Thousand Rand); and

4.9.3 1.5% (One and a half Percent) on the balance of the purchase price.

Payable on the date of the sale.

(Subject to a minimum of R 3 000.00 (Three Thousand Rand) plus VAT and a maximum of R 40 000.00 (Forty Thousand Rand) plus VAT.

4.10 In the event that the purchaser being the Execution Creditor, who is also a customer exempted in terms of Section 5(2)(b) of the provisions of the Consumer Protection Act, Act 68 of 2008, the Execution Creditor shall be required to pay the commission set out in condition 4.9 herein without demand within 7 (Seven) days of the sale date.

4.11 The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with condition 4.9, alternatively, transfer shall be passed after the purchaser has complied with the provisions of conditions 4.7 to 4.9.

4.11.1 If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of 7.75% (SEVEN POINT SEVEN FIVE PERCENT) percent per annum on the purchase price.

4.12 Such Execution Creditor shall not be required to make any deposit nor furnish a guarantee as provided for in terms of 4.1 and 4.4 except insofar as the purchaser price may exceed the total amount as set out in the writ of execution. The difference between the purchase price and the total amount as set out in the writ of execution, is to be paid or secured to the Sheriff within 21 (Twenty-One) 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. COMPLIANCE CERTIFICATES

5.1. The purchaser shall at his/her/its 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, Act 85 of 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, Act 85 of 1993. The purchaser accordingly agrees that there is no obligation on the Sheriff or Execution Creditor to furnish the said electrical installations certificate and test report.

5.2. The purchaser agrees that there is no obligation on the Sheriff or the Execution Creditor to furnish and Entomologist's' certificate.

5.3. If applicable, the purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate and test report.

6. RISK AND OCCUPATION

6.1. The property shall be at the risk and profit of the purchaser after the fall of the hammer and the signing of the conditions of sale and payment of the initial deposit.

6.2. The purchaser shall be liable to keep insured all buildings standing on the property for the full value of same, from the fall of the hammer and the signing of the conditions of sale and payment of the initial deposit to date of transfer.

6.3. 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 and any proceedings to evict the occupier(s) shall be undertaken by the purchaser at his/her/its own cost and expense.

6.4. The property is sold as represented by the Title Deed and diagram and the Sherriff is not liable for any deficiency that may be found to exist. The property is sold as it stands (*voetstoots*) and without any 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 the body corporate in terms of Section 25 of the sectional Titles Act, Act 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 servitude(s) in favor of any third party(ies) and in respect of which servitudes preference has been waived by the holder thereof in favour of the Execution Creditor.

6.5. The Sheriff and the Execution Creditor shall not be obliged to point out any boundaries, beacons, or pegs in respect of the property.

7. SALE SUBJECT TO EXISTING RIGHTS

Where the property is subject to a lease agreement the following conditions apply:

7.1 Insofar as the property is let to tenants and the Sheriff is aware of such tenancy, then:

7.1.1 If that lease was concluded before the Execution Creditor's mortgage bond was registered, then the property shall be sold subject to such tenancy; and

7.1.2 If the lease was concluded after the Execution Creditor's mortgage bond was registered, the property shall be offered first subject to the lease if the selling price does not cover the amount owing to the Execution Creditor as reflected on the writ of execution plus interest as per the writ of execution, thereafter the property shall be offered immediately free of the lease.

7.2 Notwithstanding any of these provisions the purchaser shall be solely responsible for rejecting any person(s) or occupier(s) claiming occupation, including a tenant, at the purchaser's own cost and expense. No obligation to do so shall vest in the Sheriff and/or the Execution Creditor.

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

8. BREACH OF AGREEMENT

8.1. If the purchaser fails to carry out any of his/her/its obligations 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, and the purchaser shall be responsible for any loss

sustained by reason of his/her/its default which may, on the application of any aggrieved Creditor whose name appears on the Sheriff's distribution summarily on the written report by the Sheriff, after such purchaser shall have received notice in writing that such report will be laid before the Judge for such purpose, and if he/she/it is already in possession of the property, the Sheriff may on 7 (Seven) days' notice apply to a Judge for an order ejecting him/her/it or any other person(s) claiming to hold under therefrom.

8.2. 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 Uniform Rule 46(1)) or if no such period is stipulated therein, then until such a time that the property has been sold to a third party, and the Execution Creditor's damages have been satisfied and judgment has been granted in respect thereof.

9. ADDRESS FOR LEGAL PROCEEDINGS

9.1. The purchaser chooses the address set out in **Annexure "A"** hereof as his/her/its address for service of all forms, notices, and documents in respect of any legal proceedings which may be instituted originating 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 forms the subject matter of this sale will be deemed to be the purchaser's *domicilium citandi et executandi*.

10. CONFIRMATION OF THE PURCHASER

10.1. The Sheriff and the purchaser confirm that the property is sold:

With Lease	**YES/NO**
Without Lease	**YES/NO**

For an amount of: R _____

Which amount excludes the amounts referred to in condition 4.6 (if applicable), 4.7, 4.8 and 4.9 and accepts all further terms and conditions as set out herein, which acceptance is confirmed by his/her/its signature hereinbelow.

11. JOINT AND SEVERAL LIABILITY

11.1. In the event of there being more than 1 (One) purchaser, such purchasers will be jointly and severally liable in terms hereof.

12. TRANSFERRING CONVEYANCER

The Execution Creditor shall be entitled to appoint the conveyancer to attend to the transfer of the property. The following conveyancer is appointed:

12.1. Name: Samantha van Zyl

12.2. Name of Firm: Heerschop Pienaar Attorneys

12.3. Tel: 011 763 3050

12.4. Email: sam@shplaw.co.za

I, the undersigned Sheriff of _____ hereby certify that today on the _____ day of _____ 202__ as advertised, the aforementioned property was sold for R _____ to _____.

_____

_____ _____

SHERIFF **PURCHASER**

SHERIFF

I the undersigned _____ on this the _____ day of _____ 202_ do hereby bind myself as the purchaser of the aforementioned property on the conditions of sale as contained herein.

_____

PURCHASER

If married in community of property, according to Muslim rights, in terms of customary law, in a monogamous marriage, or in terms of customary law as from the 15th of November 2022, then both spouses are to sign (and where applicable in terms of these conditions of sale as surety and co-principal debtor).

FULL NAME OF PRINCIPAL AS PER POWER OF ATTORNEY: _____
_____

PHYSICAL ADDRESS OF PRINCIPAL: _____
_____

_____ _____

SHERIFF **PURCHASER**

PURCHASER'S DETAILS

Full names:	_____ _____ _____
Surname:	_____
Spouse(s) full names:	_____ _____ _____
Spouse surname:	_____
Marital status:	_____
If married – date of marriage:	_____
If married – location of marriage:	_____
Antenuptial contract / Married in community of property?	_____
Physical address (*domicilium citandi et executandi*):	_____ _____ _____
Postal address:	_____ _____ _____

_____ _____

SHERIFF PURCHASER

Telephone number:	_____
Cell phone number:	_____
Home telephone number:	_____
Work telephone number:	_____
Email address:	_____

_____ _____

SHERIFF **PURCHASER**

POWER OF ATTORNEY

Kindly attach the Power of Attorney, if applicable.

SHERIFF	**PURCHASER**