

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 2023/082968

In the matter between:

**SB GUARANTEE COMPANY (RF) PROPRIETARY LIMITED**

Plaintiff

and

**KIDIGE: PINTO OMONGE (ID NO. 820216 6242 08 5)**

Defendant

**CONDITIONS OF SALE IN EXECUTION  
OF IMMOVABLE PROPERTY**

**DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE:**

The immovable property as described below ("hereinafter referred to as the "property") will be put up for auction on the 27<sup>th</sup> day of **May 2025** at **11:00** at the office of the **Sheriff of the High Court Sheriff Halfway House** at **614 James Crescent, Halfway House**.

**CERTAIN : ERF 558 KYALAMI HILLS EXTENSION 14 TOWNSHIP**

**REGISTRATION DIVISION: J. R., THE PROVINCE OF GAUTENG**

**MEASURING: 802 (EIGHT HUNDRED AND TWO) SQUARE METRES**

**HELD BY: DEED OF TRANSFER NUMBER T58509/2018**

**SITUATED AT: 35 ARBORVALE LANE, KYALAMI HILLS** with the chosen *domicilium citandi et executandi* being at **UNIT 68 TERENCE ESTATE, KEMPTON PARK**

**HELD BY THE DEED OF TRANSFER NUMBER: T58509/2018**

**THE PROPERTY IS ZONED: RESIDENTIAL**

The information given regarding the improvements on the property and details regarding the number and nature of rooms within the property is not guaranteed. Neither the Execution Creditor nor the Sheriff shall be held liable for any inaccurate information pertaining to the property where access to the property was, for whatever reason, limited or impossible.

**and consists of:** IMPROVEMENTS: Please note that nothing is guaranteed and/or no warranty is given in respect thereof MAIN BUILDING Double storey, freestanding, wall block, roof tile, floor tiles, lounge, dining room, 4 bedrooms, kitchen, pantry, sculley, 4 bathrooms, 4 showers, 4 toilets, swimming pool and double garage. (The accuracy thereof can however not be guaranteed).

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

**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 thereunder and the "Rules of Auction", and all other applicable law.

**2. MANNER OF SALE**

- 2.1. The property shall be sold by the Sheriff of the High Court **Sheriff Halfway House - Alexandra** on **27 May 2025** at **11:11** to the highest bidder subject to a reserve price of **R2 596 203.39**.
3. The sale shall be for rands, and no bid for less than one thousand rands shall be accepted.
4. If any dispute arise about any bid, the property may be put up for auction again.
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, 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 per cent of the purchase price in cash 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 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.
- (c) 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.
- 9 (a) The purchaser shall immediately on demand pay the sheriff's commission calculated as follows:
- 9.1 6% on the first R100 000.00, and
- 9.2 3.5% on R100 001.00 to R400 000.00, and
- 9.3 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 or her trust account).
- (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 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; and where

applicable (ii) All levies due to a body corporate in terms of the Sectional Titles Act, 1986 (Act 95 of 1986) or amounts due to a home owners' or other association which renders services to the property. (iii) The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the 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) Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate 1% per month from date of sale to date of transfer.

(c) Upon the purchaser taking possession (occupation), 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.

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 conditions 7 and 9 hereof.

(b) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of **7.680%** 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.

14.1 The conveyancer's details are as follows:

14.1.1 Name: DARYL LYNN GELDENHUYS

14.1.2 Name of firm: STUPEL & BERMAN INC

14.1.3 Tel: 011 776 3000

14.1.4 Email: info@stupelberman.co.za

## 15 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 \_\_\_\_\_ THIS THE \_\_\_\_\_ OF \_\_\_\_\_ 2025.

I certify hereby that today the \_\_\_\_\_ day of \_\_\_\_\_ 2025 in my presence the hereinbefore-mentioned property was sold

with lease

without lease

for R.....to.....

\_\_\_\_\_  
**SHERIFF**

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**