

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

Case No: **2024-134568**

In the matter between:

INVESTEC BANK LIMITED

Execution Creditor

And

MORNE SAAIMAN N.O.

First Execution Debtor

EURE SAAIMAN N.O.

Second Execution Debtor

(in their capacities as trustees for the time being
of the **GIBSON TRUST** with I.T No.: 2484/2011)

EURE SAAIMAN

Third Execution Debtor

(Identity number: 820410 0009 083)

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE

The property which, on **TUESDAY, 24 FEBRUARY 2026** at **11h00**, shall be put up for auction by the Deputy Sheriff of Halfway House - Alexandria, Mr T C Siebert, at the offices of the Sheriff at 614 James Crescent, Halfway House, which consists of -

**ERF: PORTION 2 OF ERF 337 BUCCLEUCH TOWNSHIP,
REGISTRATION DIVISION I.R., PROVINCE OF
GAUTENG.**

**IN EXTENT: 1 508 (ONE THOUSAND FIVE HUNDRED AND EIGHT)
SQUARE METRES**

**STREET ADDRESS: 2 SHEPHERD CLOSE, BUCCLEUCH, BRAMLEY,
JOHANNESBURG, 2090**

HELD BY: Deed of Transfer No.: T107163/2013

PROPERTY DESCRIPTION:

A freestanding double-storey building with floor size of 476 (Four Hundred and Seventy Six) square metres, with brick walls, aluminium windows and a tiled roof. The property, which contains ceramic tiles throughout, consists of:-

- an entrance hall;
- a lounge, dining room, living room and study;
- a kitchen with a scullery;
- 4 bedrooms;
- 3 bathrooms;
- a separate, stand-alone toilet;
- a double-storey out-building with floor size of 60 (Sixty) square metres with brick walls, aluminium windows and a tiled roof which serves as a double garage;
- a cottage which is situated on the top storey of the out-building and which contains a kitchen, bedroom and bathroom, each with ceramic tiles;
- a single-storey, 56 (Fifty Six) square metres thatch / lapa area with brick walls and a thatch roof;
- a swimming pool; and
- a garden.

The property is in a very good area and is in adequate condition.

THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS -

1 THE SALE

1.1 The sale is conducted in accordance with the provisions of Rule 46 of the Uniform Rules of the High Court, as amended, as well as the provisions of the Consumer Protection Act, No. 68 of 2008, as amended, pursuant to an order granted against the execution debtors for money owing to the applicant, and the Regulations promulgated thereunder and the "Rules of Auction", where applicable. These provisions may be viewed at www.acts.co.za (the Act) and www.info.gov.za (the Regulations).

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. Any reference to days shall mean business days.

2 MANNER OF SALE

2.1 The property shall be sold by the Deputy Sheriff to the highest bidder. The sale of the property is not subject to a reserve price.

2.2 The sale will be augmented with a timed online sale commencing on the Thursday prior to the live sale at 11h00. The highest bid obtained will then serve as the opening bid at the live and online sale.

2.3 Should no higher offer be achieved at the live auction, the highest bid made during the timed auction shall be viewed as the highest and final bid.

- 2.4 Registration for participation on webcast auction at shha.online. All potential buyers, whether at the live auction or by webcast, are required to pay a registration fee of R50 000 (Fifty Thousand Rand).
- 2.5 The sale shall be for South African Rands and no bid of less than R10 000 (Ten Thousand Rand) in value above the preceding bid will be accepted.
- 2.6 The execution creditor shall be entitled to cancel the sale at any stage before the auction has commenced. The execution creditor shall be entitled to bid at the auction.
- 2.7 If any dispute arises about any bid, the property may, at the discretion of the Deputy Sheriff, immediately again be put up for auction.
- 2.8 If the Deputy Sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but shall be rectified immediately.
- 2.9 If the Deputy Sheriff suspects that a bidder is unable to pay either the deposit or the balance of the purchase price, he/she may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him/her that he/she is in a position to pay both such amounts.
- 2.10 On the refusal of a bid under circumstances referred to in clause 2.9, the property may immediately be put up for auction again.

3 OBLIGATIONS AND LIABILITIES OF PURCHASER AFTER AUCTION

- 3.1 The purchaser shall, as soon as possible after the Deputy Sheriff announces the completion of the sale by the fall of the hammer, immediately on being requested by the Deputy 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 If the purchaser has bought as an agent for a principal then the sale will also be subject to the following conditions –
- 3.3.1 the principal's address as furnished by the purchaser shall be the address as chosen by the principal as his/her address for the service of all forms, notices and documents in respect of any legal proceedings which may be instituted by virtue hereof (*domicilium citandi et executandi*);
- 3.3.2 if the principal is not in existence at the time of the auction the purchaser shall be the contracting party.
- 3.4 In the event of the purchaser being a Company, Close Corporation or a Trust, a Trustee/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 acknowledges himself/ herself/ themselves to be aware.
- 3.5 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 nomine*" or similar wording to the signature of the purchaser or anywhere else.
- 3.6 If the Purchaser is married in community of property such purchaser shall furnish the Deputy Sheriff with the written consent of the other spouse, as

required in terms of Section 15(1)(g) of the Matrimonial Property Act 88 of 1984, within 48 hours of the signature of the conditions of sale.

3.7 If the purchaser is married according to Muslim rights, married in terms of customary law in a monogamous marriage or married in terms of customary law as from 15 November 2000, then both spouses are to sign.

3.8 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% of the purchase price by bank guaranteed cheque or by electronic transfer on the date of the sale.

4.2 Payment shall be made by bank guaranteed cheque or by way of an electronic transfer, provided that satisfactory proof of payment is furnished immediately on demand to the Deputy Sheriff.

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

4.4 The balance of the purchase price shall be paid to the Deputy Sheriff against transfer and shall be secured by a bank guarantee, issued by a financial institution approved of by the applicant or its attorney, which shall be furnished to the Deputy Sheriff within 21 days after the date of sale. Should the purchaser fail to furnish the Deputy Sheriff with a bank guarantee within 21 days after the date of sale, the Deputy Sheriff may in his/her sole discretion grant the purchaser a 5 day extension within which to provide the required bank guarantee. Should the Purchaser fail to furnish the Deputy

Sheriff with a bank guarantee, which is approved by the execution creditor's attorney, within the required time, the sale may be cancelled.

- 4.5 The deposit will be deposited immediately by the Deputy Sheriff into a trust account held in terms of Section 22 of the Sheriffs Act 90 of 1986.
- 4.6 If the transfer of the property is not registered within 1 month after the date of the sale, the purchaser shall be liable for payment of interest at the rate of 9.75% (being the execution creditor's prime rate, currently 10.75%, minus 1.00%) Nominal Annual Compounded Daily to the execution creditor, and to any other bondholder at the rate due to them, on the respective amounts of the award in the plan of distribution, as from the expiration of 1 (one) month after the sale to date of transfer.
- 4.7 The purchaser shall be responsible for payment of all costs and charges necessary to effect transfer, including but not limited to conveyancing costs, transfer duty or VAT attracted by the sale and any Deeds Registration Office levies. The purchaser shall further be responsible for payment, within 7 days after been requested to do so by the appointed conveyancer -
- 4.7.1 of all amounts required by the Municipality for the issue of a clearance certificate in terms of section 118(1) of the Local Government Municipal Systems Act, No.32 of 2000, to the effect that all amounts due in connection with immovable property for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for the certificate have been fully paid; and
- 4.7.2 of all levies due to a Body Corporate in terms of section 37 of the Sectional Titles Act, No. 95 of 1986 or amounts due to a Home Owners Association or other association which renders services to the property.
- 4.8 The purchaser is hereby informed of the following charges -

- 4.8.1 outstanding rates and taxes in the amount of R286 231.37 (Two Hundred and Eighty Six Thousand Two Hundred and Thirty One Rand and Thirty Seven Cents) of which the arrear rates and taxes, are estimated at R282 292.86 (Two Hundred and Eighty Two Thousand Two Hundred and Ninety Two Rand and Eighty Six Cents) in respect of the account held with the City of Johannesburg Municipality; and
- 4.8.2 arrear charges payable in terms of the Sectional Titles Act, Act 95 of 1996, estimated at RNIL.
- 4.9 The Deputy Sheriff and the Purchaser note that the amounts set forth in this clause are reasonable estimates only. Neither the Deputy Sheriff nor the execution creditor warrants the accuracy of any estimate. The Purchaser shall not be able to avoid its obligations hereunder, nor will it have any claims against the Deputy Sheriff or the execution creditor, arising out of the fact that the arrear rates and taxes and arrear charges payable in terms of the Sectional Titles Act no. 95 of 1986 are greater than the estimated charges set forth herein. The actual amounts owing in respect of arrear rates and taxes or arrears charges payable in terms of the Sectional Titles Act, 95 of 1996 must be paid by the Purchaser within 7 days after being requested to do so by the attorney attending to the transfer.
- 4.10 The Purchaser shall, immediately on demand by the Deputy Sheriff, pay the Deputy Sheriff's commission as follows -
- 4.10.1 6% on the first R100 000.00 of the proceeds of the sale;
- 4.10.2 3.5% on the next R100 001.00 to R400 000.00; and
- 4.10.3 1.5% on the balance thereof,

subject to a maximum commission of R40 000.00 plus VAT and a minimum of R3 000.00 plus VAT.

4.11 If the purchaser pays the whole purchase price and complies with conditions 4.1, 4.7, 4.8, and 4.9, within 21 days from the date of sale any claim for interest shall lapse, otherwise transfer shall be passed only after the purchaser has complied with the provisions of conditions 4.1, 4.4, 4.7, 4.8 and 4.9 hereof.

4.12 In the event that the purchaser being the execution creditor who is also a consumer exempted in terms of Section 5(2)(b) from the provisions of the Consumer Protection Act, 68 of 2008, the execution creditor shall be required to pay the commission set out in the clause 4.10, without demand, within 7 days. 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 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, plus interest as provided for in 4.6, is to be paid or secured to the Deputy Sheriff within 21 days from the date of sale, without demand. Such execution creditor shall at the date of registration of transfer provide ' the Deputy Sheriff with satisfactory proof that the defendant's account has been credited accordingly.

5 COMPLIANCE CERTIFICATES

5.1 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 Deputy 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 Deputy Sheriff or execution creditor to furnish the said electrical installations certificate of compliance and test report.

5.2 The purchaser agrees that there is no obligation on the Deputy Sheriff or the execution creditor to furnish an Entomologist's certificate.

5.3 If applicable, the purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance 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 sold 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 the date of transfer. Failing which the Deputy Sheriff may affect the insurance at the purchasers expense.

6.3 The execution creditor and the Deputy 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 Deeds and diagram and the Deputy 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 favour 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.

6.5 The Deputy Sheriff and the execution creditor shall not be obliged to point out any boundaries, beacons or pegs in respect of the property hereby sold.

6.6 Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate of 1% of the purchase price per month. Pro-rata occupational rental shall be payable by the purchaser on the date of possession and thereafter monthly on or before the 1st day of each month until date of registration of transfer. The purchaser shall pay the occupational rental on due date into the following account –

Name:	Werksmans Inc.
Bank:	Standard Bank
Bank Account Number:	073228877
Branch Number:	050410

7 TRANSFER AND LIABILITY FOR DELAY

7.1 The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with clause 4 and, if applicable, clause 6.6, alternatively transfer shall be passed only after the purchaser has complied with the provisions of clause 4 and, if applicable, clause 6.6.

7.2 If the transfer is delayed by the purchaser, due to the purchaser failing to comply with clause 4 and, if applicable, clause 6.6, within the stipulated time frames, the purchaser shall be liable for interest at the [fixed/variable] rate of 7.250% nominal per annum compounded daily on the purchase price as from the date of the delay to the date of registration.

8 INSURANCE

- 8.1 The Deputy 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 Deputy Sheriff and such insurance policy kept in force until transfer is registered; and
- 8.2 Should the purchaser fail to comply with the obligations set out in clause 8.1, the Deputy Sheriff may effect the necessary insurance, on behalf of the purchaser, the cost of which insurance shall be for the purchaser's account.

9 SALE SUBJECT TO EXISTING RIGHTS

- 9.1 Where the Property is subject to a lease agreement the following conditions apply -
- 9.1.1 insofar as the property is let to tenants and the Deputy Sheriff is aware of the existence of such tenancy then -
- 9.1.1.1 if that lease was concluded before the execution creditor's mortgage bond was registered, then the property shall be sold subject to such tenancy;
- 9.1.1.2 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 plus interest as per Writ, then the property shall be offered immediately thereafter free of the lease;
- 9.1.2 notwithstanding any of these provisions, 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 Deputy Sheriff and/or the execution creditor.

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

10 BREACH OF AGREEMENT

10.1 If the purchaser fails to carry out any of his obligations under these Conditions of Sale, the sale may be cancelled by a Judge summarily on the report of the Deputy 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 default, which loss may, on the application of any aggrieved creditor whose name appears on the Deputy Sheriff's distribution account, be recovered from him under judgment of the Judge pronounced summarily on a written report by the Deputy 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 is already in possession of the property, the Deputy Sheriff may, on 7 days' notice, apply to a Judge for an order ejecting him or any person claiming to hold under him there from.

10.2 In the event of the sale being cancelled as aforesaid the deposit shall be retained by the Deputy Sheriff in trust for such period that is stipulated in the judgment in terms of Rule 46(11) 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.

10.3 If the purchaser is already in possession of the property, the Deputy 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.

11 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 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*.

12 CONFIRMATION OF THE PURCHASER

The Deputy Sheriff and Purchaser confirm that the property is sold –

- with lease
- without lease

for an amount of -

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which amount excludes the amounts referred to in clause 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 signature below.

13 JOINT AND SEVERAL LIABILITY

In the event of there being more than one purchaser, they will be jointly and severally liable in terms hereof.

14 FICA AND SIGNING OF TRANSFER DOCUMENTATION

14.1 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.

14.2 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.

15 TRANSFERRING CONVEYANCER

15.1 The execution creditor shall be entitled to appoint the conveyancer to attend to the Transfer of the property. The conveyancer's details are as follows -

15.1.1 Name: AIDAN KENNY

15.1.2 Name of Firm: WERKSMANS ATTORNEYS

15.1.3 Telephone Number: 021 405 5265

I, the undersigned, Deputy Sheriff for Halfway House - Alexandria hereby certify that today the _____ day of _____ 2026 and as advertised, the aforementioned property was sold for R_____ to

_____.

DEPUTY SHERIFF

I, the undersigned, _____ on the _____ day of _____ 2026 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, married according to Muslim rights, married in terms of customary law in a monogamous marriage, or married in terms of customary law as from 15 November 2000 then both spouses are to sign.

(and where applicable in terms of these conditions of sale as surety and co-principal debtor)

(and where applicable on behalf of the belowmentioned Principal being duly authorised in terms of a power of attorney / mandate which is attached hereto as Annexure B)

FULL NAME OF PRINCIPAL AS PER POWER OF ATTORNEY:

PHYSICAL ADDRESS OF PRINCIPAL:

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
- E-mail:.....

ANNEXURE "B"

POWER OF ATTORNEY