

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

Case No.2024-024187

In the matter between:

**CHANGING TIDES 17 (PTY) LIMITED N.O.**

Execution Creditor

and

**DERAZON, HAIM**

Judgement Debtor

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**CONDITIONS OF SALE IN EXECUTION - AUCTION**

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The immovable property (hereinafter referred to as the “property”) which will be put up for auction on **Tuesday** the 30<sup>th</sup> day of **JUNE 2026** at **11h00** consists of:

**PROPERTY DESCRIPTION:**

A Unit consisting of:

- (a) Section NO. 167 as shown and more fully described on Sectional Plan No SS135/2019, in the scheme known as THE WHISKEN in respect of the land and building or buildings situate at CROWTHORNE EXTENSION 20 TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional plan is 104 (One Hundred and 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 endorsed on the said sectional plan; and

Held by Deed of Transfer No. ST16555/2019 and ST49238/2021

and situate at 167 THE WHISKEN, 1 WHISKEN AVENUE, CROWTHORNE, MIDRAND, GAUTENG, in the Magisterial District of Johannesburg North

**IMPROVEMENTS:**

The following information is furnished in respect of the improvements,

SINGLE STOREY CONSTRUCTED OF BRICK WALLS AND METAL ROOF

MAIN BUILDING: DINING ROOM, LIVING ROOM, KITCHEN, 3 BEDROOMS, 2 BATHROOMS, BALCONY

OUTBUILDINGS: 2 CARPORTS

PROPERTY ZONED: RESIDENTIAL

(the nature, extent, condition and existence of the improvements are **not guaranteed** and are sold "voetstoots")

**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 of the Uniform Rules of Court and all other applicable law.
- 1.2 The property shall be sold by the **Sheriff of the High Court, Halfway House at 614 James Crescent, Halfway House, Midrand** to the highest bidder subject to a reserve price of **R900,000.00**. Should the highest bid be less than the reserve price, the highest bid will be provisionally accepted subject to confirmation by the Court and the purchaser complying with clauses 2.6 and 4.1 in the Conditions of Sale. Should the sale not be confirmed by the Court all amounts paid by the highest bidder will be refunded.
- 1.3 The Purchaser is hereby informed of the following arrear charges which relate to the property (as advised by the local authority and/or the body corporate and/or home owners association, as the case may be):

1.3.1 arrear municipal taxes and charges — **R30,134.37** as at **8 April 2026**;

1.3.2 arrear levies and charges - **R163,479.21** as at **17 April 2026**

It is recorded and the Purchaser acknowledges that the amount set forth in this paragraph has been obtained from the local authority and/or body corporate and/or homeowners association and is subject to change prior to the transfer of the property. Neither the Sheriff nor the Execution Creditor warrants the accuracy of this information which is furnished in good faith based on the information provided by the aforementioned entities on enquiry. The Purchaser shall not be able to avoid his/her/its obligations hereunder nor will he/she/it have any claims of any nature against the Sheriff or the Execution Creditor arising out of the fact that the actual arrear municipal taxes and charges and/or arrear levies and charges payable in terms of the Sectional Titles Act are greater than the charges above as furnished by the entities, nor shall this constitute a ground for cancellation of this sale. The actual amounts owing in respect of arrear municipal taxes and charges and/or levies due in terms of the Sectional Titles Act and/or levies and charges due to the homeowners association will be determined in the course of the process of conveying the property must be paid by the Purchaser within 10 (ten) days after being requested to do so by the Conveyancer attending to the transfer.

- 1.4 The sale shall be for Rands, and no bid in increments for less than one thousand Rands shall be accepted.
- 1.5 If any dispute arises about any bid, the property may again be put up for auction.
- 1.6 If the Sheriff and / or the Plaintiff and / or the Plaintiff's Attorney makes any mistake of any nature whatsoever in selling the property, such mistake shall not be binding upon the Sheriff and / or the Plaintiff and / or the Plaintiff's Attorney but may be rectified and the purchaser shall have no claim of any nature against the sheriff and/or the plaintiff and/or the plaintiff's attorney arising therefrom.
- 1.7 If the Sheriff suspects that a bidder is unable to pay either the deposit referred to in paragraph 2.6 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.
- 1.8 On the refusal of a bid under circumstances referred to in paragraph 1.7, the property may immediately be put up for auction again.

## 2. OBLIGATIONS OF THE PURCHASER AFTER AUCTION

- 2.1 The Purchaser shall, as soon as possible after the sale and immediately on being requested by the Sheriff, sign these conditions of sale.
- 2.2 If the Purchaser purchases in a representative capacity, the Purchaser shall disclose on the day of the sale to the Sheriff and on the conditions of sale the

name of the principal or person on whose behalf the property is being purchased. The Purchaser shall on demand exhibit his Power of Attorney which shall disclose the full names and addresses of the grantor and the persons so authorised. Failure to comply with this condition will render the person bidding to be the Purchaser and he / she shall be personally responsible for fulfilment of the terms of these conditions of sale.

- 2.3 In the event of the Purchaser being a Company, Close Corporation or a Trust, a Trustee/s or any person acting in a representative capacity signing these conditions of sale shall be deemed to have bound himself/herself/themselves as surety(ies) and co-principal debtor(s) for all of the obligations of the Purchaser (and, if applicable, jointly and severally with any other person 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 acknowledge himself/herself/themselves to be aware.
- 2.4 The Purchaser shall not be entitled to nominate a third party to obtain transfer of the property in the Purchaser's name. This condition may not be over-ruled by adding the words "or nominee" or similar wording to the signature of the Purchaser or anywhere else.
- 2.5 In the event of there being more than one Purchaser, they will be jointly and severally liable in terms hereof.
- 2.6 The Purchaser shall pay to the Sheriff a deposit of 10% (*per centum*) of the purchase price in cash or by electronic funds transfer immediately upon the sale being concluded. Should the Purchaser fail to pay the deposit on completion of the sale of the property, then the sale shall be null and void and the Sheriff may immediately put the property up for auction again.
- 2.7 The balance of the purchase price 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.
- 2.8 The Purchaser shall at his/her/its own cost obtain a valid Electrical Installation 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 insofar as it may exist in respect of 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 Execution Creditor to furnish the said Electrical Installation Certificate of Compliance and test report. If applicable, the Purchaser shall at his/her/its own cost obtain a valid Gas Installation Certificate of Compliance and Electrical Fence System Certificate of Compliance from an accredited third party.

### 3. BREACH

- 3.1 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 in terms of Rule 46(11) after due notice to the Purchaser at the address chosen by the Purchaser as his chosen *domicilium citandi et executandi* in these conditions and the property may again be put up for sale.
- 3.2 In the event of the circumstances in paragraph 3.1 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.
- 3.3 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.
- 3.4 In the event of the sale being cancelled, the deposit shall be retained by the Sheriff in trust for such period that is stipulated in the judgment in terms of Rule 46(11) pending quantification of the execution creditor's damages.

### 4. CONDITIONS OF PAYMENT

- 4.1 The Purchaser shall immediately on demand pay the Sheriffs' commission calculated as follows:
- 4.1.1 6.0 percent on the first R100 000.00 of the purchase price
  - 4.1.2 3.5 percent on R100 001.00 to R400 000.00 of the purchase price;
  - 4.1.3 1.5 percent on the balance of the purchase price;
- subject to a maximum commission of R40 000.00 plus VAT and a minimum commission of R3 000.00 plus VAT.
- 4.2 The Purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:
- 4.2.1 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 service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality (and where applicable) all monies due to a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986) or all amounts due to a home owners or other association which renders services to the property.
  - 4.2.2 The costs of transfer, including conveyance fees, transfer duty or VAT payable on the purchase price (whichever is applicable), plus any interest

and penalties which may be levied thereon and any other amount necessary for the passing of transfer to the Purchaser. If the South African Revenue Services regard this sale as a VAT transaction, then the purchaser shall, in addition to the purchase price, pay the amount of VAT calculated at the standard rate, it being specifically recorded that the purchase price excludes VAT. Such payment shall be made or secured at the time the balance of the purchase price is paid or secured in terms of paragraph 2.7.

- 4.3 The Sheriff shall retain all moneys, paid in respect of the purchase price of the immovable property sold in execution, in his or her trust account, in terms of Section 22 of the Sheriff's Act 90 of 1986, until transfer has been given to the Purchaser.

## 5. OCCUPATION, RISK AND POSSESSION

- 5.1 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 paragraph 2.7.
- 5.2 Should the Purchaser receive possession of the property, the Purchaser shall be liable for occupational rental at the rate of 1% (*per centum*) of the purchase price per month from date of occupation until date of transfer. The Purchaser shall pay the occupational rental on due date into the following account:

S A Home Loans Trust Account  
Standard Bank  
Durban North Branch  
Code: 051001  
Account No. 251171442 -Ref: **6628557**

- 5.3 Upon the Purchaser taking possession, the property shall be at the risk and profit of the Purchaser.
- 5.4 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 and any proceedings to evict the occupier(s) shall be undertaken by the Purchaser at the Purchaser's own cost and expense.
- 5.5 The Purchaser shall not be entitled to effect any improvements to the property before transfer of the property to the Purchaser. Insofar as the Purchaser does effect improvements to the property prior to transfer and the property is not transferred for any reason whatsoever neither the Sheriff nor the Execution Creditor shall be liable for the costs of such improvements.

## 6. TRANSFER

- 6.1 The Purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with paragraph 4, alternatively,

transfer shall be passed only after the Purchaser has complied with the provisions of paragraph 2 and 4 hereof.

- 6.2 If the transfer is delayed by the Purchaser, the Purchaser shall be liable for interest at the rate of **11.40% (*per centum*)** per annum on the purchase price. Transfer shall be deemed to be delayed by the Purchaser in the event that the Purchaser fails to timeously perform any of his/her obligations in terms of these conditions of sale and interest shall accrue from the date on which the Purchaser was obliged to comply with the condition.
- 6.3 In the event of the Purchaser being the Plaintiff or SA Home Loans (Pty) Limited or Blue Banner Securitisation Vehicle RC1 (Proprietary) Limited then it shall not be required to pay any interest on the purchase consideration nor pay the deposit as provided for in terms of paragraph 2.6. Furthermore, where the Purchaser is the Plaintiff or SA Home Loans (Pty) Limited or Blue Banner Securitisation Vehicle RC1 (Proprietary) Limited, as the case may be, it shall not be required to provide a guarantee as set out in paragraph 2.7 for the purchase consideration, save in the event and to the extent that the purchase price exceeds the amount due to the Plaintiff (including interest and costs), in which event the Plaintiff or SA Home Loans (Pty) Limited or Blue Banner Securitisation Vehicle RC1 (Proprietary) Limited as the case may be, shall be obliged to provide a guarantee for an amount equal to the difference between the amount due to the Plaintiff (including interest and costs) and the purchase price. The abovenamed purchaser shall be required to pay the commission due to the Sheriff as set out in paragraph 4.1.

## 7. INSURANCE

- 7.1 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.
- 7.1 Should the Purchaser fail to comply with the obligations in paragraph 7.1, the Sheriff may effect the necessary insurance, the cost of which insurance shall be for the Purchaser's account.

## 8. SALE SUBJECT TO EXISTING RIGHTS

- 8.1 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.
- 8.2 The Sheriff and the Execution Creditor shall not be obliged to point out any boundaries, beacons or pegs in respect of the property hereby sold.
- 8.3 The Sheriff shall not be liable for any deficiency that may be found to exist in the property.
- 8.4 The property is sold subject to any lien/s in respect thereof.

- 8.5 Should any competent authority or instance, legally have a pre-emptive or any other right in respect of the property, the property is sold subject to such right(s).
- 8.6 If the property is subject to any valid lease(s) or valid tenancy, which existed prior to the registration of the bond(s) registered in favour of the Plaintiff over the property, which in law will prevail notwithstanding the sale of the property, then in that event the property is sold subject to such lease(s) or valid existing tenancy. If, however, the property is subject to any lease(s) or tenancy (which is valid in terms of the provisions of the bond and in law) which came into existence after the registration of the bond(s) in favour of the Plaintiff over the property, the property shall be sold subject to such valid lease(s) or valid existing tenancy subject to the proviso that if a bid which is insufficient to satisfy the claim and costs of the Plaintiff and any creditor preferent to the Plaintiff is obtained at the sale, then the property shall immediately again be put up for sale free of such lease(s) or existing tenancy and the first sale shall be null and void and of no force or effect.

## 9. DEFECTS AND IMPROVEMENTS

- 9.1 Neither the Sheriff nor the Plaintiff shall be liable for any defects in the property and / or the improvements thereon that may exist at the date of the sale or which may come into existence thereafter;
- 9.2 It is recorded that the Plaintiff and the Sheriff have no knowledge as to whether the improvements upon the property have been erected in compliance with all statutory requirements and in accordance with a plan(s) approved by all of the appropriate authorities. The Sheriff and the Plaintiff accordingly do not provide any warranty that the improvements have been erected in accordance with all statutory requirements and / or in accordance with a plan(s) approved by all appropriate authorities. The Purchaser acknowledges the above state of affairs and accepts the risk(s) attendant thereon and confirms that he shall have no claims of any nature whatsoever against the Sheriff and / or the Plaintiff arising therefrom and that it shall be his sole obligation to take such steps as may be required to rectify same, at his cost, should the need arise;
- 9.3 In the event that it transpires that the improvements in the property have not been erected in accordance with all statutory requirements and / or in accordance with a plan(s) approved by all appropriate authorities that shall not constitute a ground(s) for cancellation of this sale.

## 10. CONVEYANCER

- 10.1 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. The conveyancer's details are as follows:

Name of Firm: Moodie & Robertson Attorneys  
Contact No.: 011 807 6046

10.2 The Purchaser shall, on demand, sign all the necessary transfer and ancillary documents with the Conveyancer.

## 11. NOTICES, DEMAND AND COMMUNICATIONS

The purchaser chooses any of the addresses set out in Annexure A to the conditions of sale for the purposes of delivery of any notice, demand or communication arising out of or in connection with the conditions of sale.

Any notice, demand or other communication addressed to the Purchaser sent by e-mail to the e-mail address stipulated in Annexure A of the conditions of sale shall be deemed, in the absence of proof to the contrary, to have been received by the Purchaser on the date appearing on the transmission report.

Dated at **HALFWAY HOUSE - ALEXANDRA** this the **30<sup>th</sup>** day of **JUNE 2026**.

I certify hereby that today the day of in my presence the hereinbefore-mentioned property was sold 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 and I choose as my *domicilium citandi et executandi* for all purposes

hereunder the residential address reflected hereunder in Annexure "A" hereto.

\_\_\_\_\_  
**PURCHASER**

Annexure "A"

1. **IDENTITY NUMBER (copy/ies to be attached) / REGISTRATION NUMBER:**

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2. **INCOME TAX NUMBER:**

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3. **PHYSICAL ADDRESS (WHICH THE PURCHASER CHOOSES AS *DOMICILIUM CITANDI ET EXECUTANDI*):**

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4. **POSTAL ADDRESS:**

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5. **TELEPHONE NUMBERS:**

(LANDLINE) \_\_\_\_\_

(CELL) \_\_\_\_\_

6. **E-MAIL (for service of all notices):**

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7. **MARITAL STATUS:**

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8. **IF MARRIED:**

(a) **DATE AND PLACE OF MARRIAGE**

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(b) **IN OR OUT OF COMMUNITY OF PROPERTY**

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(c) **IF IN COMMUNITY OF PROPERTY**

(i) **Name and identity number of spouse:**

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(ii) **Telephone number of spouse:**

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9. **BANKING DETAILS OF PURCHASER:**

**ACCOUNT HOLDER:**

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**BANK:**

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**ACCOUNT NUMBER:**

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**CODE:**

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