

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

CASE NUMBER: **11064/2022**

In the matter between:

SUMMERFIELDS BODY CORPORATE

Applicant

and

**NTOKOZO MHLANGA
CITY OF JOHANNESBURG**

First Respondent
Second Respondent

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY
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DESCRIPTION OF PROPERTY AND PARTICULARS OF SALE

The property which will be put up to auction on the **30TH** day of **APRIL 2024** at **11:00** by the Sheriff Halfway House Alexandra, 614 James Crescent, Halfway House, Midrand consist of:-

CERTAIN:	Section 67, UNIT 72
LOCAL AUTHORITY:	CITY OF JOHANNESBURG LOCAL MUNICIPALITY
REGISTRATION DIVISION:	NOT AVAILABLE
MEASURING	85 SQUARE METRES
HELD BY DEED OF TRANSFERS:	ST36285/2008
SITUATE AT:	Section 67, Unit 72 Summerfields, 45 Road 3 Halfway House, Midrand

IMPROVEMENTS (NOTHING GUARANTEED):

The following information is furnished but not guaranteed:

The property is a main building single storey, semi attached property (walls-brick/block, Roof – tile, Floors – tiles) consist of **rooms – lounge, dining room, study, 2 bedrooms, kitchen, 1 bathroom, 1 shower, 1 toilet, 1 garage and 1 garden.**

Nothing in this regard is guaranteed and the property is sold *voetstoots*.

TERMS:

1. 10% deposit from every bidder who intends to participate on the day of the sale and a R 100 000.00 registration fee with the balance payable against registration of transfer; a guarantee to be furnished within 21 (TWENTY-ONE) days from the date of sale.
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. 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. Registration for participation on webcast auction at shha.online. All terms and conditions available on shha.online or at 614 James Crescent, Halfway House, Midrand
3. The registration fee for the buyers will be R 50 000.00.

AUCTIONEERS CHARGES payable on the day of sale, to be calculated as follows:

- 6% (SIX PER CENT) on the first R100 000.00 (ONE HUNDRED THOUSAND RAND) proceeds of the sale;
- 3.5% on R100 000.01 (ONE HUNDRED THOUSAND AND ONE RAND) to R400 000.00 (FOUR HUNDRED THOUSAND RAND);
- 1.5% on the balance of the proceeds up to the maximum fee of R40 000.00 (FORTY THOUSAND RAND) – Minimum charge R3 000.00 (THREE THOUSAND RAND)

THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. The property will be sold **subject to such reserve, and not without reserve** to the highest bidder and the sale shall be subject to 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.
2. The sale shall be for Rands, and no bid of less than R 1 000.00 (one thousand rand) shall be accepted.
3. If any dispute arises about any bid the property may be again put up to auction.
4. if the auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties but may be rectified.
 - (b) if the auctioneer suspects that a bidder is unable to pay either the deposit referred to in condition 6 or the balance of the purchase price he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts.
 - (c) On the refusal of a bid under such circumstances, the property may immediately be again put up to auction.
 - (d) Should the execution creditor, the execution creditor's attorney of the sheriff have made a mistake, error or omission in the proceedings leading up to this sale or in any way have failed to comply with the provisions of the Uniform Rules of Court, and the Rules thereunder, or do so during or after this sale, the execution creditor shall be entitled, notwithstanding anything to the contrary herein contained, to cancel the sale in which event or in the event of the judgment in this matter or this sale being set aside for any reason whatsoever, any bidder or purchase in terms of these conditions of sale shall have no claim against the Sheriff, the execution creditor or the execution creditor's attorneys whether for damages or otherwise, arising out of such cancellation or such setting aside.

5. the purchaser shall, as soon as possible after the sale, and immediately on being requested by the sheriff, 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.

6. the purchaser shall pay a deposit of 10% in cash on the date of the sale.
 - (b) A registration fee of R 100 000.00 and the balance shall be paid against transfer which 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 (TWENTY-ONE) days after the date of sale.

7. if the purchaser fails to carry out any of his obligations 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 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 sheriff's distribution account, be recovered from him under judgment of the judge pronounced summarily on a 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.
 - (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 to the property through the purchaser or otherwise occupying the property.

8. The purchaser shall immediately, on demand, pay the sheriff's commission calculated as follows:

- (i) 6% on the first R 100 000.00;
- (ii) 3.5% on R100 001.00 to R400 000.00; and
- (iii) 1.5% on the balance of the proceeds of the sale
- (iv) We confirm that there is a seven (7) day confirmation period in the conditions of sale and the Bank requires urgent notification from you after the sale regarding the outcome in order for us to inform you of our decision.

Subject to a maximum commission of R40 000.00, plus VAT, in total and a minimum of R3000 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 section 118(1) 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;
 - (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 home owners or other association which renders services to the property; and

- (iii) The costs of transfer, including conveyancing fees, transfer duty or VAT, Deeds Office levies and any other amount necessary for the passing of transfer to the purchaser.

- 9. The purchaser shall be liable for and shall pay interest on the amount of the execution creditor's claim at the rate currently charged by the execution creditor on advances equivalent to the purchase price, such interest to be calculated and capitalized monthly in advance from the date of sale to the date of registration of transfer of the property into his or her name, and shall also pay interest due to any preferential creditor from the date of the sale to the date of transfer. Should the execution creditor or the other preferential creditors become entitled to a higher rate of interest, than that higher rate or interest shall apply.

- 10. Should the purchaser fail to deliver the guarantee hereinbefore provided for within the aforesaid period of 21 (TWENTY-ONE) days, the Execution Creditor may, by written notice deliver to or addressed to the purchaser by prepaid registered post, cancel the sale. Upon such cancellation, the execution creditor may, entirely without prejudice to any other or further rights which the execution creditor has in law:
 - (a) Cause the property again to be put up for sale in execution (after proper advertisement) provided that in such case there shall be deducted from the deposit paid by the purchaser the interest for which the purchaser is liable in terms of the deed, together with all wasted costs and expenses on the attorney and client scale. The purchaser shall furthermore be liable to the execution creditor for any damages which the execution creditor may suffer as a result of such cancellation.

 - (b) Or alternatively, to proceed against the purchaser for the recovery of all damaged which the execution creditor may have suffered as a result of such cancellation, in which event the deposit referred to in clause 6 hereof, shall be set off against such damages.

- 11. No bid shall be accepted from or on behalf of a person who is not legally entitled to take transfer of the property.

12. 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 6.
 - (b) Upon the purchaser taking possession of the property, 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 and/or vacant occupation of the property or that the property is not occupied.
13. The purchaser may obtain transfer forthwith if he pays the whole price and complies with condition 8, alternatively, transfer shall be passed only after the purchase has complied with the provisions of conditions 6 and 8 hereof.
14. The sheriff may demand that any buildings standing on the property sold shall be immediately insured by the purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the whole price has not been paid.
 - (b) Should the purchaser fail to comply with the obligations in paragraph 14, the sheriff may effect the insurance at the purchaser's expense.
15. 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 and renounces all excess.
16. Transfer shall be given and taken as soon as possible after the requirements set out in 4 and 6 shall have been fulfilled. Transfer shall be passed by conveyancers nominated by the execution creditor, i.e.:

17. The purchaser shall immediately upon the conclusion of the sale pay the sheriff in cash the commission on the sale at the rate prescribed by the tariff.

18. For the purpose arising out of this sale, the purchaser chooses his address stated hereunder as *domicilium citandi et executandi* at which address all notices by the execution creditor and the sheriff may be effectively delivered and at which address all legal process may be effectively served.

Signed and dated at **ROODEPOORT** on this the day of
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SHERIFF HALFWAY HOUSE ALEXANDRA

I hereby certify that today the Day of 2024 in my presence, the hereinbefore-mentioned property was sold for R..... to:

Details of purchaser:

Full names:

Identity number:

Address:

Details of agent (where sale "qua qualitate")

Full names:

Identity number:

Address:

I, the undersigned, the above Purchaser/Agent for Purchaser do hereby bind myself as the Purchaser of the above property and to pay the purchase price and to perform all and singular conditions mentioned above, acknowledge that the said street address of the Purchaser is deemed to be the *domicilium citandi et executandi* of the Purchaser and of the said agent for all purposes hereunder.

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PURCHASER (Agent of the Purchaser) such agent binding himself as surety and co-principal debtor with the Purchaser in respect of all the obligations of the Purchaser under these conditions or arising from or incidental thereto)

Information for Conveyancer:

Full names: **JOHANNES JACOBUS OELOFSE**

Address: **VAN HEERDEN & BRUMMER INC.**