

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

Case number: 7880/2022

In the matter between:-

NEDBANK LIMITED

EXECUTION CREDITOR

(Registration number: 1951/000009/06)

And

NGONENI BRIGHTMAN MBEKEZELI MKHWANAZI FIRST EXECUTION DEBTOR

(Identity number: 760323 5398 08 2)

EMMANUEL LINDIMPILO NTSANGASE

SECOND EXECUTION DEBTOR

(Identity number: 750805 5488 08 9)

MBONGELENI MARCUS MBATHA

THIRD EXECUTION DEBTOR

(Identity number: 820209 5448 08 4)

SIFISO MBATHA

FOURTH EXECUTION DEBTOR

(Identity number: 750910 5386 08 3)

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY
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The immovable property (hereinafter referred to as the “property”) which will be put up for auction on **TUESDAY**, the **25th** day of **MARCH 2025** at **11h00**, consists of:

A Unit (the mortgaged unit”) consisting of –

(a) Section No. 34 as shown and more fully described on Sectional Plan No. SS1238/2006 (“the sectional plan”) in the scheme known as WEAVER’S NEST in respect of the land and building or buildings situate at HALFWAY GARDENS EXT

131 TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG of which section the floor area, according to the said sectional plan, is 88 square metres in extent (“the mortgaged section”); 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 (“the common property”).

HELD BY DEED OF TRANSFER ST172207/2006

PHYSICAL/DOMICILIUM ADDRESS: UNIT 34 WEAVERS NEST, 268 VAN HEERDEN AVENUE, HALFWAY GARDENS EXT 131, MIDRAND

E-MAIL: sifisombatha@yahoo.com

BONDHOLDER: NEDBANK LTD, P.O. BOX 1114, JOHANNESBURG, 2000

E-MAIL: MpuleMk@Nedbank.co.za

ZONING - RESIDENTIAL

IMPROVEMENTS: DOUBLE DUPLEX, TILE ROOF, TILE FLOORS, LOUNGE, DINING ROOM, 2 BEDROOMS, KITCHEN, BATHROOM, SHOWER, TOILET, GARAGE AND GARDEN

The sale shall be conducted on the following conditions:

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.
2. The property shall be sold by the **SHERIFF HALFWAY HOUSE - ALEXANDRA** at the Sheriff's offices at 614 James Crescent, Halfway House, Midrand to the highest bidder subject to a reserve price of R300,000.00 as set by the Court.
3. The sale shall be for rands, and no bid less than one thousand rands shall be accepted.
4. If any dispute arises about any bid, the property may again be put up for auction.

- 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.
- 5(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 shall have satisfied the Sheriff that such bidder is able to pay the deposit and the balance of the purchase price.
- 5(c) On the refusal of a bid under circumstances in condition 5(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.
- 6(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 (ten) percent of the purchase price in cash or by bank guaranteed cheque on the day of the sale.
- 7(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 (twenty-one) court days after the date of the 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.
- 8(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.

8(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 the property through the purchaser or otherwise occupying the property.

9(a) The purchaser shall immediately on demand pay the Sheriffs' commission calculated as follows:

6 percent on the first R100,000.00, 3,5 percent on R100,001.00 to R400,000.00 and 1,5 percent 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) which commission shall be paid by the purchaser.

9(b) The purchaser shall be liable for and pay, within 10 (ten) 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 System 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 municipal; and where applicable;

(ii) 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 homeowners 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).

- 10(b) 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 from date of occupation to date of transfer.
- 10(c) Upon the purchaser taking (occupation) possession, the property shall be at the risk and profit of the purchaser.
- 10(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.
- 11(b) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of **5.85%** per cent 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.
- 12(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.

- 13(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 satisfactory with the transfer.
15. This sale is subject to Section 129(3) and (4) of the National Credit Act 34 of 2005. The judgment debtor is entitled to reinstate the credit agreement that formed the subject to of the legal action under the aforementioned case number, as well as this sale in execution, at any time prior to the transfer of the property to the purchaser has taken place by paying the full arrears outstanding on the account. In the event of the account being reinstated this sale and execution shall be capable of being set aside. The purchaser hereby accepts all risks involved in purchasing the property and hereby indemnifies the credit provider against any and all losses by which incurred therein.

Dated at PRETORIA on this _____ day of _____ 2025.

SHERIFF

I hereby certify that today, in my presence, the hereinbefore mentioned property was sold for the amount of R_____

(_____)

To: (Full Names): _____

(ID No.): _____

(Domicilium Address): _____

(Tel. No.): _____ (H) _____ (W)

(Marital State): _____

(Full Names of Spouse): _____

(Married in or out of community of property): _____

(ID No. of Spouse): _____

(Postal address): _____

(Income tax number / VAT number): _____

Sold in my presence: _____

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

DATE: _____