

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

**CASE NUMBER: 38976/2022**

In the matter between:

**NEDBANK LIMITED**  
**(Reg No: 1951/000009/06)**

**PLAINTIFF**

and

**AObakwe Ofentse KgaJe Mothoagae**  
**ID: 810414 5425 080**

**DEFENDANT**

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

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**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 **TUESDAY, 31<sup>ST</sup> of MARCH 2026** at **11H00**

**CERTAIN:**

- a) **SECTION NO. 196** AS SHOWN AND MORE FULLY DESCRIBED ON **SECTIONAL PLAN NO. SS785/2005** IN THE SCHEME KNOWN AS **COUNTRY VIEW** IN RESPECT OF LAND AND BUILDING AND/OR BUILDINGS SITUATE AT **COUNTRY VIEW EXTENSION 13 TOWNSHIP**, LOCAL AUTHORITY CITY OF **CITY OF JOHANNESBURG MUNICIPALITY**, MEASURING **104(ONE HUNDRED AND FOUR) SQUARE METRES**

AND

- b) AN UNDIVIDED SHARE IN THE COMMON PROPERTY IN THE SCHEME APPORTIONED TO THE SAID SECTION IN ACCORDANCE WITH THE PARTICIPATION QUOTA AS SHOWN AND MORE FULLY DESCRIBED ON THE SAID PLAN HELD BY VIRTUE OF DEED OF TRANSFER NO. **ST 81305/2012**

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**THE PROPERTY IS ZONED: RESIDENTIAL**

The property is situated at NO 196 (DOOR NO 196) COUNTRY VIEW ESTATE NO 6 SONNEBLUM ROAD, COUNTRY VIEW, HALFWAY HOUSE and consists of Improvements (which are not warranted to be correct and are not guaranteed) 2 x BEDROOMS, 2 X BATHROOMS, 1 X KITCHEN, 1 X LIVING ROOM, 1 X OTHER

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

**MANNER OF SALE**

- 1 The sale shall be conducted in accordance with the provisions of Rule 46, of the Uniform Rules of the High Court and all other applicable law.
- 2 The property shall be sold by the sheriff of **HALFWAY HOUSE - ALEXANDRA** at **SHERIFF HALFWAY HOUSE-ALEXANDRA, 614 JAMES CRESCENT, HALFWAY HOUSE** to the highest bidder **subject to: A RESERVE PRICE OF R500 000.00.**
- 3 The sale shall be for South African Rands and no bid of less than R1000.00 (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 satisfies 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 referred to in condition 5(b), the property may immediately be put up for auction again.

**SIGNING AND CAPACITY**

- 6(a) The purchaser shall, as soon as possible after the sale, and immediately on being requested by the sheriff, sign these conditions of sale.
- 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.
- 6(c) 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 nominee*” or similar wording to the signature of the purchaser or anywhere else.

**DEPOSIT**

- 7(a) The purchaser shall pay to the Sheriff a deposit of 10 % of the purchase price. The manner of immediate payment will be provided and confirmed by the relevant Sheriff attending to the sale, on the day of the sale.

**BALANCE OF PURCHASE PRICE**

- 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 its attorney, and shall be furnished to the sheriff within 21 days after the date of sale. Should the purchaser fail to furnish the sheriff with a bank guarantee within 21 days after the date of sale, the sheriff may in his/her sole discretion grant the purchaser a 5 day extension within which to provide the required bank guarantee.

**CANCELLATION OF SALE AND EVICTION**

- 8(a) If the purchaser fails to carry out any obligation due by the purchaser under these 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 8(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 whose name appears on the sheriff's distribution account, be recovered from the purchaser under judgment of a judge pronounced on a

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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 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.
- 8(d) In the event of the sale being cancelled as aforesaid 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) 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.

#### **SHERIFF'S COMMISSION**

- 9(a) The purchaser shall immediately on demand pay the sheriff's commission calculated as follows:
- (i) 6% on the first R100 000.00, and
  - (ii) 3.5% on R100 001.00 to R400 000.00, and
  - (iii) 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).

#### **FURTHER OBLIGATIONS OF PURCHASER AND COMPLIANCE CERTIFICATES**

- 9(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 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 and any other amount necessary for the passing of transfer to the purchaser.

9(c) The purchaser shall immediately upon demand 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. 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.

9(d) 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 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 sheriff or execution creditor to furnish the said electrical installations certificate of compliance and test report.

9(e) If required, the purchaser shall at his/her/its own cost obtain a valid Entomologist's certificate.

9(f) If required, the purchaser shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

## **POSSESSION, RISK AND OCCUPATION**

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. Pro-rata occupational rental shall be payable by the purchaser on the date of possession and thereafter monthly on or before the 1<sup>st</sup> of each month until date registration of transfer. The purchaser shall pay the occupational rental on due date into the following account:

Name: **AObakwe Ofentse KGAJE MOTHoAGAE**

Bank: **NEDBANK**

Account number: **8001 8508 56401**

Branch:

10(c) Upon the purchaser taking 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 unoccupied.

10(e) 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 sheriff and/or the execution creditor.

## **TRANSFER AND LIABILITY FOR DELAY**

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.

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11(b) If the transfer is delayed by the purchaser, due to the purchaser failing to comply with conditions 7 and 9 within the stipulated time frames, the purchaser shall be liable for interest at the [fixed/variable] rate of **9.35%** nominal per annum compounded daily, on the purchase price, as from the date of the delay.

## **INSURANCE**

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; and

12(b) Should the purchaser fail to comply with the obligations in 12(a) the sheriff may effect the necessary insurance, on behalf of the purchaser, the cost of which insurance shall be for the purchaser's account.

## **TITLE DEED, SERVITUDES AND CONDITIONS OF ESTABLISHMENT**

13(a) The property is sold as represented in the title deeds and diagram (and) or sectional plan, subject to all servitudes and conditions of establishment, whichever applies to the property.

## **DEFICIENCY IN THE PROPERTY**

13(b) The Sheriff shall not be liable for any deficiency that may be found to exist in the property.

## **TRANSFERRING CONVEYANCER**

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.

15. The conveyancer's details are as follows:

15.1 Name: **YOLANDA HEYNEKE**

15.2 Name of Firm: **WEAVIND AND WEAVIND INC**

15.3 Tel: **012 346 3098**

15.4 Email: [yolanda@weavind.co.za](mailto:yolanda@weavind.co.za)

## **SALE SUBJECT TO EXISTING RIGHTS**

16.1 Where the Property is subject to a lease agreement the following conditions apply:

16.1.1 Insofar as the property is let to tenants and the Sheriff is aware of the existence of such tenancy then:

16.1.1.1 if that lease was concluded before the execution creditor's mortgage bond was registered, then the property shall be sold subject to such tenancy;

16.1.1.2 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.

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

## **JOINT AND SEVERAL LIABILITY**

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

## **ADDRESS FOR LEGAL PROCEEDINGS**

18 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,

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the property which is the subject matter of the sale will be deemed to be the purchaser's *domicilium citandi et executandi*.

**POSSIBLE REINSTATEMENT**

19. 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 MIDRAND THIS 31<sup>ST</sup> DAY OF MARCH 2026.

I certify hereby that today the 31<sup>ST</sup> day of MARCH 2026 in my presence the hereinbefore-mentioned property was sold

with lease

without lease

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

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**SHERIFF HALFWAY HOUSE-ALEXANDRA**

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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")

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**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:**.....

**(Please note: items marked in bond and underlined – must be provided)**

**ANNEXURE "A"**

**POWER OF ATTORNEY**

***THE TRANSFER OF THE PROPERTY WILL BE HANDLED BY  
YOLANDA HEYNEKE of WEAVIND & WEAVIND INC  
TEL NO: (012) 346-3098***



**WEAVIND & WEAVIND**  
ATTORNEYS, NOTARIES AND CONVEYANCERS  
— EST. 1905 —

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