

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

**CASE NR: 2023-019469**

In the matter between:

**NEDBANK LIMITED**

Judgment Creditor

And

**THOMAS MADIA**

Judgment Debtor

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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 which will be put up for auction on 30 April 2024 at 11H00, consists of:

**A UNIT CONSISTING OF:**

- (a) SECTION NO. 401 as shown and more fully described on Sectional Plan No. SS245/2011 in the scheme known as PHOENIX VIEW ESTATE in respect of the land and building or buildings situate at NOORDWYK EXTENSION 95 TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional plan, is 65 (SIXTY FIVE) square metres in extent;

and 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.

HELD under Deed of Transfer No. ST28922/2018

The following information is furnished re the improvements, though in this respect nothing is guaranteed and no warranties are given in respect thereof. It is the buyers' responsibility to verify what is contained herein.

MAIN BUILDING: 2 BEDROOMS, 2 BATHROOMS, KITCHEN, LOUNGE.  
OUTSIDE BUILDINGS: NONE.  
SUNDRIES: NONE.

situate at UNIT 401 PHOENIX VIEW ESTATES, 171 4TH AVENUE, NOORDWYK (hereinafter referred to as the Property).

The Property shall be sold by the Sheriff HALFWAY HOUSE - ALEXANDRA at 614 JAMES CRESCENT, HALFWAY HOUSE to the highest bidder subject to a reserve price of

R415 000.00 and subject to the condition that there is no defect in title prohibiting registration of transfer into the Purchaser's name.

**THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The sale shall be conducted in accordance with the provisions of Rule 46 of the uniform rules of court and other applicable law.
2. The property shall be sold by the sheriff of **HALFWAY HOUSE - ALEXANDRA** at **61 4 JAMES CRESCENT, HALFWAY HOUSE** to the highest bidder subject to a reserve price of **R415 000.00**.
3. The sale shall be for rands and no bid for less than one thousand rand 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.
  - (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.
  - (c) On the refusal of a bid under circumstances referred to in paragraph (b), the property may immediately be put up for auction again.
6.
  - (a) The Purchaser shall, as soon as possible after the sale immediately on being requested by the sheriff, sign these conditions.
  - (b) If the purchaser purchases in a representative capacity, the purchaser shall disclose the name of the principle or person on whose behalf the property is being purchased.
7.
  - (a) The purchaser shall pay the sheriff a deposit of ten percent (10%) of the purchase price in cash or by bank guaranteed cheque or by electronic funds transfer on the day of the sale.
  - (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 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 auction.
  - (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 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.
  - (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 sheriff's commission calculated as follows:

- 6.0 percent (6%) on the first R100,000.00
- 3.5 percent (3.5%) on R100,001.00 to R400,000.00
- 1.5 percent (1.5%) on the balance of the proceeds of the sale subject to:

A **maximum** commission of **R40,000.00** plus VAT, and

A **minimum** commission of **R3,000.00** plus VAT.

- (b) The purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:

- All amounts due to the municipality servicing the property, in terms of Section 118 of the local government: municipal systems act, 2000 (act no 32 of 2000), for municipal services fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality: and 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 associations which renders services to the property.

- (c) The purchaser is informed of the following charges:

- Arrear rates and taxes, local authority estimated at: \_\_\_\_\_.
- Arrears charges payable in terms of the sectional titles act, act 95 of 1996, estimated at: \_\_\_\_\_.
- Arrear levies due to home owners association estimated at: \_\_\_\_\_.

- (d) The sheriff and the purchaser note that the amount set forth in this clause are an estimate only. Neither the sheriff nor the execution creditor warrants the accuracy of this estimate. The purchaser shall not be able to avoid its obligations hereunder, nor will it have any claims against the sheriff of the execution creditor.

- (e) The purchaser shall be liable, upon demand, for payment of all the costs of transfer, including conveyancing fees, transfer duty and any other amount necessary for passing of transfer to the purchaser.

10. (a) The purchaser shall at his/her own cost obtain a valid electrical installations certificate of compliance and test report, in the prescribed format, as provided for in the electrical installation regulations, 2009, issued in terms in the Occupational health and Safety Act, 1993. The Purchaser agrees that this undertaking relieves the sheriff and the Plaintiff 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 not obligation on the sheriff or Plaintiff to furnish the said electrical installations certificate of compliance and test report.

- (b) The purchaser agrees that there is no obligation on the sheriff or the Plaintiff to furnish an Entomologist Certificate.

- (c) If Applicable, the purchaser shall at his/her/it's own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

11. The Sheriff and Purchaser confirm that the property is sold (tick where applicable):

- with a Lease
- without a Lease

12. (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) 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 the occupation to date of transfer (payable to the bond account).

#### JUDGMENT DEBTOR'S BOND ACCOUNT DETAILS

BANK NAME: NEDBANK LIMITED

ACCOUNT NUMBER: 8003450439801

- (c) Upon the Purchaser taking possession, the property shall be at risk and profit of the Purchaser.
- (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.
13. (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.
- (b) If the Transfer is delayed by the Purchaser, the Purchaser shall be liable for interest at the rate of 11.40% percent per annum on the purchase price.
14. (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.
- (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.
15. (a) The property is sold as represented by the Title Deeds and diagram or Sectional Plan, subject to all servitudes and conditions for establishments, whichever applies to the property.
- (b) The sheriff shall not be liable for any deficiency that may be found to exist in the property.
16. 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 of satisfactorily with the transfer.

#### CONVEYANCERS DETAILS

CONVEYANCERS NAME: ANDREW BRYAN GERHARD/ ARDENE' NEL/ MICHELLE ORSMOND

NAME OF FIRM: HAMMOND POLE ATTORNEYS

TEL: 011 874 1800

EMAIL: TraceyM@hammondpole.co.za

17. 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.
18. The purchaser chooses the address as 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, the property which is the subject matter of the sale will be deemed to be the purchaser's domicillium citandi et executandi.
19. In the event of there being more than one purchaser, they will be jointly and severally liable in terms hereof.
20. 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.
21. 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.

Dated at **HALFWAY HOUSE - ALEXANDRA** on **30 April 2024**,

**SHERIFF OF THE HIGH COURT  
HALFWAY HOUSE - ALEXANDRA**

**The Sheriff:**

I Certify that today, \_\_\_\_\_, in my presence, the afore-mentioned property was sold for \_\_\_\_\_  
to \_\_\_\_\_.

**The Purchaser:**

I, the undersigned \_\_\_\_\_, residing at \_\_\_\_\_  
\_\_\_\_\_ in  
the district of \_\_\_\_\_, do hereby bind myself as the Purchaser of the herein  
Afore-mentioned property to pay the purchase price and to perform all and singular the conditions  
mentioned above.

\_\_\_\_\_  
**PURCHASER OR HIS/HER/IT'S  
AUTHORISED AGENT AND WHERE  
APPLICABLE IN TERMS OF THESE  
CONDITIONS OF SALE AS SURETY  
AND CO-PRINCIPAL DEBTOR**

\_\_\_\_\_  
**SHERIFF OF THE HIGH COURT  
HALFWAY HOUSE - ALEXANDRA**

## ANNEXURE "A"

### INFORMATION FOR CONVEYANCER

#### PURCHASER'S PARTICULARS

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 at the time of marriage)
6. IDENTITY NUMBER : - \_\_\_\_\_
7. PHYSICAL ADDRESS (*domicilium citandi et executandi*): - \_\_\_\_\_  
\_\_\_\_\_
8. POSTAL ADDRESS : - \_\_\_\_\_
9. TELEPHONE NUMBERS: - HOME: - \_\_\_\_\_ WORK : - \_\_\_\_\_  
TELEFAX, IF ANY \_\_\_\_\_  
CELLPHONE NUMBER : - \_\_\_\_\_  
EMAIL : - \_\_\_\_\_